

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 17, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or shilob@tooelecitecity.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a **comment for the public comment period or for a public hearing item**, please email cmpubliccomment@tooelecitecity.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Recognition of Mayor Winn's Retirement**
4. **Public Comment Period**
5. **Public Hearing and Motion on Resolution 2025-94** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026
Presented by Shannon Wimmer, Finance Director
6. **Resolution 2025-98** A Resolution of the Tooele City Council Approving an Amendment to the Interlocal Cooperation Agreement with the Military Installation Development Authority (MIDA), Adding Additional Property to the Project Area
Presented by John Perez, Economic Development Director
7. **Resolution 2025-99** A Resolution of the Tooele City Council Authorizing an Additional Term in the Sale of Lot 13 of the Ranch at Pine Canyon Subdivision to Celtic Bank Corporation, Previously Approved by Resolution 2025-85
Presented by John Perez, Economic Development Director
8. **Ordinance 2025-33** An Ordinance of the Tooele City Council Establishing the Dates, Times, and Places of its Public Meetings in 2026
Presented by Shilo Baker, City Recorder
9. **Resolution 2025-93** A Resolution of the Tooele City Council Approving the Renewal of an Agreement with Lake Point Improvement District for Sewer Backup Assistance
Presented by Jamie Grandpre, Public Works Director

10. **Resolution 2025-95** A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for Installation of a Playground at Red Delpapa/Babe Ruth Park
Presented by Darwin Cook, Parks & Recreation Director
11. **Resolution 2025-96** A Resolution of the Tooele City Council Approving a Real Estate Purchase Contract for the Purchase 3 Acres of Undeveloped Property Located Northeast of Memory Lane
Presented by Darwin Cook, Parks & Recreation Director
12. **Resolution 2025-97** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Increase the Fee for Age Group Annual Membership Passes at the Pratt Aquatic Center
Presented by Darwin Cook, Parks & Recreation Director
13. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
14. **Minutes**
~December 3, 2025 Work Meeting
~December 3, 2025 Business Meeting
15. **Adjourn**

Shilo Baker, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Shilo Baker, Tooele City Recorder, at 435-843-2111 or shilob@tooelecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

RESOLUTION 2025-94

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-2026.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2025-2026 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124-128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on December 17, 2025, pursuant to the requirements of U.C.A. §§10-6-113, -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2025-2026 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

This Resolution shall be effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

Passed this 17th day of December, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Fiscal Approval:

Shannon Wimmer, Director of Finance

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION
BUDGET AMENDMENTS
FISCAL YEAR ENDING 06/30/2026

12/09/25
1:14 PM

	ACCT NUMBER			ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	DESCRIPTION
PARK IMPACT								
16	40	3830	001	APPROPRIATION - PARK USE RESERVE	(413,160)	(25,500)	(438,660)	American Ramp contract carryover from FY25
	40	4512	732019	BLVD BIKE PARK	100,000	25,500	125,500	
ROAD C								
17	78	3870	000	CONTRIBUTION FROM PRIVATE SOURCES	0	(304,300)	(304,300)	Purchase traffic signal parts for 2400 N Signal to be reimbursed by UDOT
	78	4415	731807	2400 N INTERSECTION IMPROVEMENTS	750,000	304,300	1,054,300	
CAPITAL PROJECTS								
18	10	4810	911041	TRANSFER - CAPITAL PROJECTS FUND (41)	2,282,500	10,000	2,292,500	Transfer funds to complete purchase of tasers
	10	4211	610000	MISCELLANEOUS EQUIPMENT - POLICE	59,600	(10,000)	49,600	
	41	3813	000	TRANSFER FROM GENERAL FUND (10)	(2,275,000)	(10,000)	(2,285,000)	
	41	4620	741003	MACHINERY & EQUIPMENT - POLICE	115,000	10,000	125,000	
CAPITAL PROJECTS								
19	41	3640	000	SALE OF FIXED ASSETS	0	(46,745)	(46,745)	Insurance proceeds received for damage to public works campus for needed repairs
	41	4620	615001	PUBLIC WORKS BUILDING	150,000	46,745	196,745	
POLICE								
20	10	3312	115	EDWARD BYRNE GRANT	0	(18,780)	(18,780)	Grant funds received
	10	4211	486020	EDWARD BYRNE GRANT	0	18,780	18,780	
FIRE								
21	10	3370	117	LOCAL GRANTS	0	(2,000)	(2,000)	Grant funds received from Walmart
	10	4222	271000	BUILDING OPERATION & MAINTENANCE	30,000	2,000	32,000	
CAPITAL PROJECTS								
22	41	3640	000	SALE OF FIXED ASSETS	0	(42,833)	(42,833)	Streets vehicle from surplus funds
	41	4620	748000	AUTOS & TRUCKS	144,150	42,833	186,983	
PARK CAPITAL PROJECTS								
23	40	3890	001	APPROPRIATION - PARK USE RESERVE	(161,160)	(250,000)	(411,160)	Glen Eagles restroom project
	40	4512	732026	GLEN EAGLES RESTROOM	0	250,000	250,000	

ADMINISTRATION

24	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(24,425)	(1,380)	(25,805)	
	10	4131	483024	TOOELE CITY HISTORIC MAIN ST.	1,000	1,380	2,380	

Transfer Buffalo Trust account to pay for signage for Rocky Mnt Power buffalo and

DEBT SERVICE FUND

25	31	3890	000	APPROPRIATION FUND BALANCE	(52,000)	311,859	259,859	
	31	4734	810000	BOND PRINCIPAL	770,000	311,859	1,081,859	

2016 Judgement Levy Bond Payment Correction

CAPITAL PROJECTS

26	10	3890	000	APPROPRIATION FROM FUND BALANCE	(1,371,270)	(3,000,000)	(4,371,270)	
	10	4810	911041	TRANSFER - CAPITAL PROJECTS FUND (41)	2,292,500	3,000,000	5,292,500	
	41	3813	000	TRANSFER FROM GENERAL FUND (10)	2,282,500	3,000,000	5,282,500	
	41	3890	000	APPROPRIATION - FUND BALANCE	(858,487)	(3,000,000)	(3,858,487)	

Transfer funds to capital projects for projects and equipment

PAR TAX/CAPITAL PROJECTS

27	21	4511	732000	TOOELE CITY PARKS PROJECTS	155,000	(155,000)	0	
	41	4620	615000	SPECIAL PROJECTS	106,850	155,000	261,850	

Glen Eagles water meter project to 41 fund

CAPITAL PROJECTS

28	41	3890	000	APPROPRIATION FROM FUND BALANCE	(3,858,487)	(25,000)	(3,883,487)	
	41	4620	610006	CEMETERY IRRIGATION UPGRADES	0	25,000	25,000	

Fund cemetery irrigation projects FY26

WATER FUND

29	51	3890	510	APPROPRIATION - RETAINED EARNINGS	(3,602,505)	(100,000)	(3,702,505)	
	51	5100	311000	PROFESSIONAL & TECHNICAL	175,000	100,000	275,000	

Fund cemetery irrigation projects FY26

PARK CAPITAL PROJECTS

30	40	3890	001	APPROPRIATION - PARK USE RESERVE	(411,160)	(400,000)	(811,160)	
	40	4512	732017	ENGLAND ACRES PHASE III	900,000	400,000	1,300,000	

England Acres Phase III Improvements

POLICE

31	10	3890	000	APPROPRIATION FUND BALANCE	(1,371,270)	(20,000)	(1,391,270)	
	10	4211	610100	COMPUTERS	25,000	20,000	45,000	

Software for police reporting

TOOELE CITY CORPORATION

RESOLUTION 2025-98

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA), ADDING ADDITIONAL PROPERTY TO THE PROJECT AREA.

WHEREAS, Tooele City recognizes the significant service provided to, and the impact upon, the City and its residents by the United States Military—including active duty personnel, reserve personnel, veterans, and their families; and

WHEREAS, Tooele City desires to partner with the State of Utah through the Military Installation Development Authority (“MIDA”) to further the military support mission by facilitating development of land and infrastructure within the Utah National Guard Project Area; and,

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“MIDA Act”), the Military Installation Development Authority (“MIDA”) is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and,

WHEREAS, on August 7, 2024, the City Council approved an Interlocal Agreement between MIDA and Tooele City, establishing the Utah National Guard Project Area as described above (reference Resolution 2024-65), pursuant to the MIDA Act; and,

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, approved the creation of the Utah National Guard Project Area on August 22, 2024, pursuant to the MIDA Act; and,

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11, Utah Code Annotated 1953), Tooele City and MIDA entered into an Interlocal Agreement setting forth the rights and obligations of the Parties with respect to property within the City and within the Project Area; and,

WHEREAS, MIDA and Tooele City have determined that it will be advantageous to each Party, and further the military mission of MIDA, to add additional property (the “Additional Property” – see Exhibit A attached) located within Tooele City and described in the First Amendment to the Interlocal Agreement (attached as Exhibit “B”) to the Project Area; and,

WHEREAS, Tooele City, by this Resolution, formally and irrevocably consents to the inclusion of the Additional Property within the boundaries of the Utah National Guard Project Area; and,

WHEREAS, the Parties agree that MIDA shall not collect property taxes or other taxes from the Additional Property until such collection is authorized by resolution or ordinance of the MIDA Board; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, this Amendment must be authorized by resolution or ordinance of the legislative body of each Party, must specify the effective date, and must be filed with the keeper of records of each Party; and,

WHEREAS, all other terms and conditions of the Interlocal Agreement remain unchanged and in full force and effect, except as specifically amended herein:

NOW, THEREFORE, the Tooele City Council finds that it is in the best interest of the health, safety, and welfare of the residents of Tooele City to:

1. Welcome MIDA as a continuing partner in the Utah National Guard Project Area;
2. Provide evidence of Tooele City's irrevocable formal consent to the inclusion of the Additional Property in the Project Area; and
3. Authorize Tooele City to enter into the First Amendment to the Interlocal Agreement attached hereto in substantially final form.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

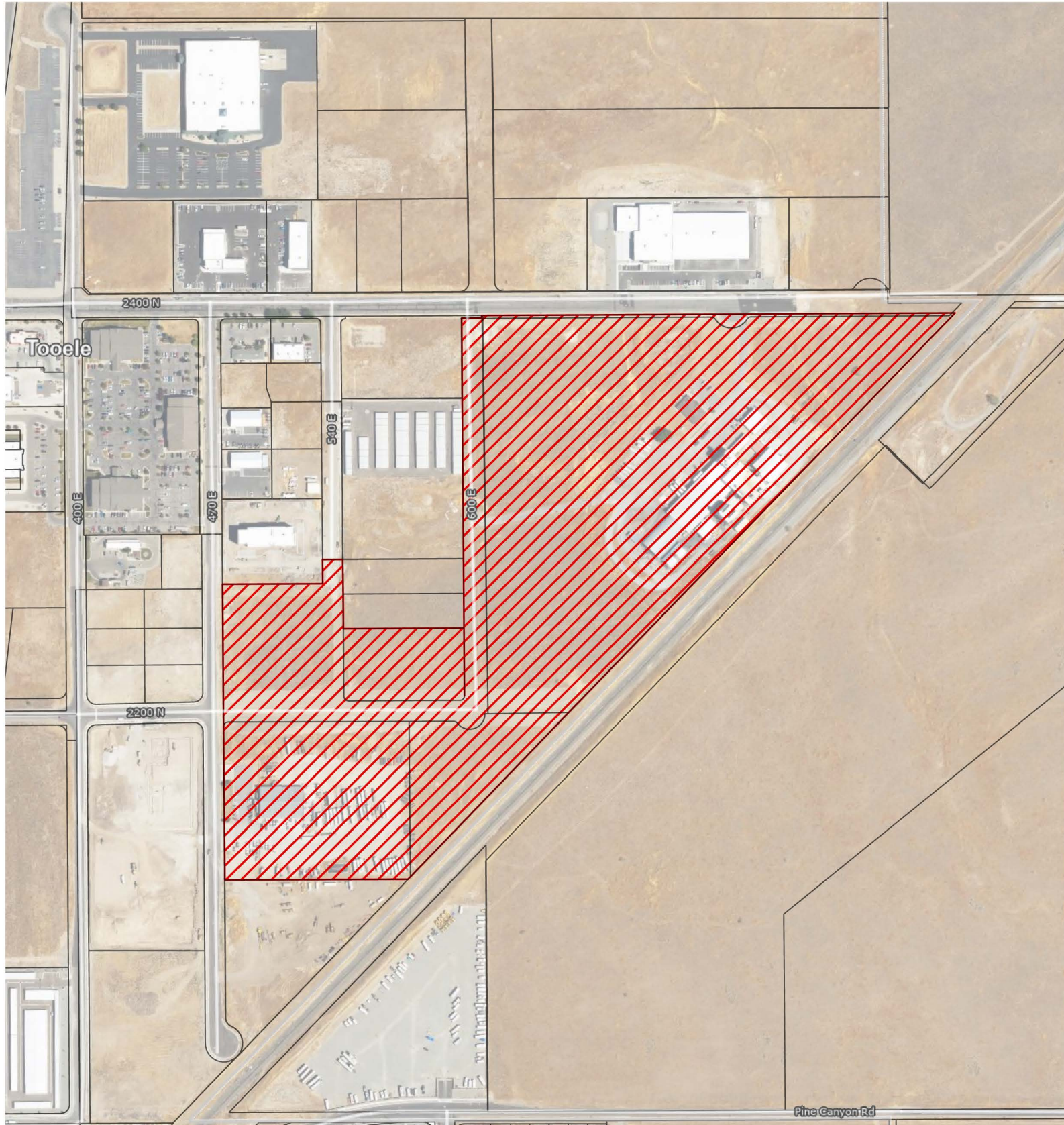
Exhibit A

MIDA Project Area Map for Tooele City



Utah National Guard Project Area

Tooele Properties #2-5 • Tooele County



-  Existing Utah National Guard Project Area
-  Area to be amended into the Project Area

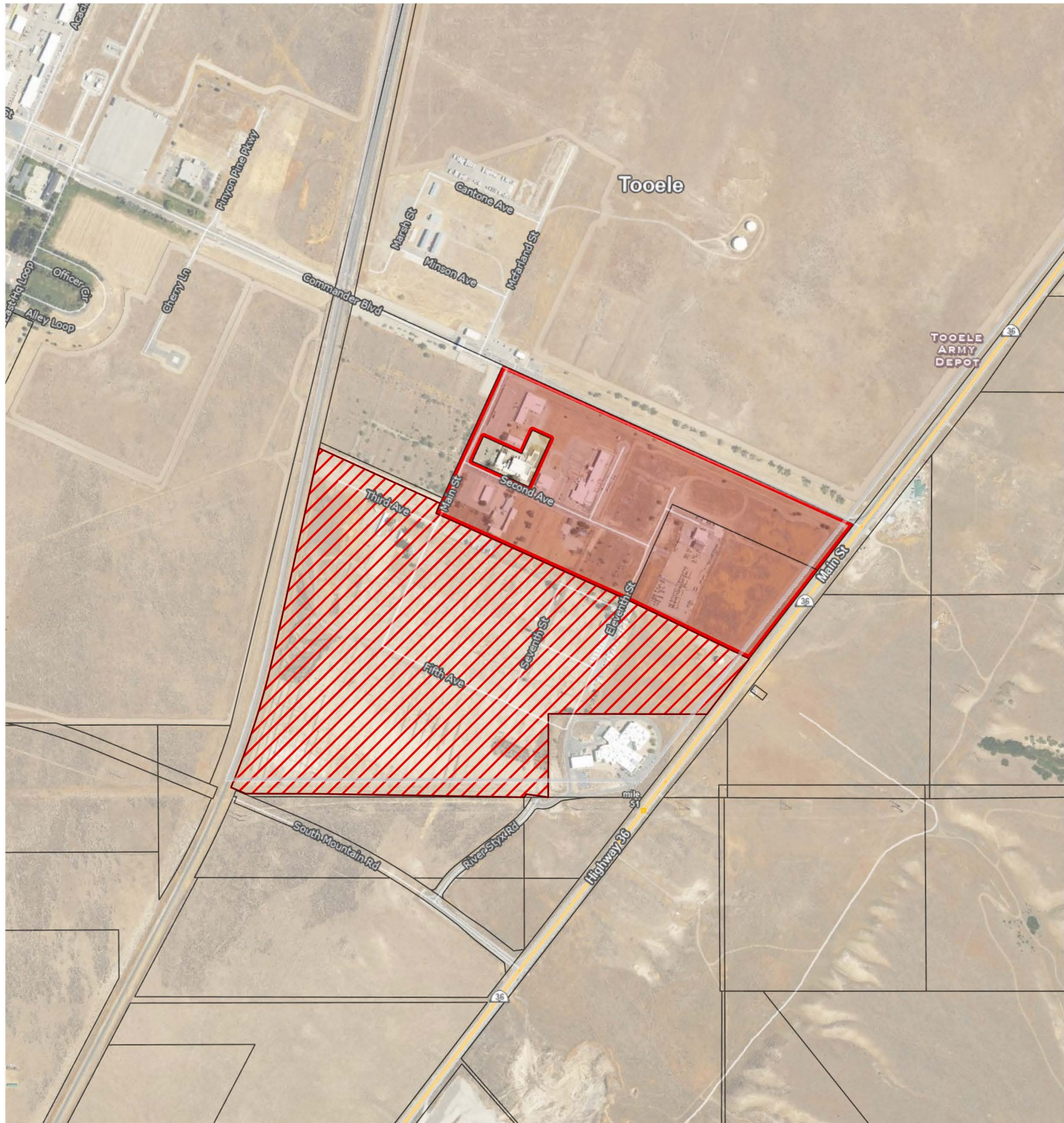


0 500 1,000
US Feet



Utah National Guard Project Area

Tooele South Properties • Tooele County



-  Existing Utah National Guard Project Area
-  Area to be amended into the Project Area



Exhibit B

Amendment to the MIDA Interlocal Cooperation Agreement

First Amendment
to the Interlocal Cooperation Agreement

Between

MIDA

and

Tooele City Corporation

This First Amendment (“**First Amendment**”) to the Interlocal Cooperation Agreement between MIDA and Tooele City Corporation, dated August 22, 2024 (the “**Interlocal Agreement**”) is made and entered into as of December 17, 2025 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Tooele City Corporation, a charter city and political subdivision of the State of Utah (the “**City**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (the “**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, approved the creation of the Utah National Guard Project Area, on August 22, 2024, pursuant to the MIDA Act; and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), the City and MIDA, entered into the Interlocal Agreement, which sets forth the rights and obligations of the Parties with respect to property within the City and also within the Project Area; and

WHEREAS, the lands within the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIDA Act, and

WHEREAS, MIDA and the City have determined that it will be advantageous to each Party and further the military mission of MIDA to add additional property located within the City and described in Exhibit A to this First Amendment, to the Project Area; and

WHEREAS, the City, in this First Amendment, consents to the inclusion of the property described in this First Amendment in the Project Area; and

WHEREAS, MIDA and the City desire to amend the Interlocal Agreement to add the property set forth in Exhibit A to this First Amendment to the Project Area (the “**Additional Property**”) and to describe specific conditions related to the addition of the property.

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the Interlocal Agreement shall be amended by the addition of the following:

1. Consent. The City hereby irrevocably consents to the Additional Property, as described in Exhibit A to this First Amendment to the Project Area, being included within the boundaries of, and made a part of, the Utah National Guard Project Area.

2. Collection of Taxes. Notwithstanding anything in the Interlocal Agreement to the contrary, the Parties agree that MIDA shall not collect the taxes set forth in the Interlocal Agreement from the Additional Property, including the property tax allocation, until such collection of taxes related to the Additional Property is authorized by a resolution or ordinance of the MIDA Board. This provision shall not apply to any other properties within the Project Area, specifically including those described in Exhibit A to the Interlocal Agreement.

3. Interlocal Cooperation Act Requirements.

 a. This Amendment shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(1)(b) of the Interlocal Corporation Act;

 b. The resolution or ordinance of a Party’s legislative body approving this Amendment shall specify the effective date of this Amendment, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and

 c. A duly executed original counterpart of this Amendment shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

4. Other Terms And Conditions. All other terms and conditions of the Interlocal Agreement, including the recitals at the beginning of the Interlocal Agreement, not specifically amended or added herein, remain unchanged and in full force and effect. In the case of any conflict between the terms of the Interlocal Agreement and this Amendment, the terms of the Amendment shall govern.

5. MULTIPLE COUNTERPARTS

This Amendment may be executed electronically or with the affixing of facsimile signatures, and in multiple counterparts, each counterpart of which shall, for all purposes, be deemed original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Interlocal Cooperation Agreement between MIDA and Tooele City Corporation as of the Effective Date set forth above.

Military Installation Development Authority

Paul Morris
Executive Director

Approved as to Form:

Richard Catten
Counsel to MIDA

Tooele City Corporation

Debra E. Wynn
Mayor

ATTEST:

City Recorder

Approved as to Form:

Tooele City Legal Counsel

Exhibit A

To

First Amendment to Interlocal Cooperation Agreement between MIDA and Tooele City Corporation

Legal Descriptions and Maps of Additional Property

B-1 Tooele South Parcel (1) TEAD adjacent

LOT 2, TOOELE COUNTY JAIL SUBDIVISION, A SUBDIVISION OF TOOELE CITY.
OUT OF 15-92-1B FOR 2012 YEAR. 97.443 AC ----- LESS 0.06 AC TO SOUTH
MOUNTAIN ROAD AS RECORDED ON DEDICATION PLAT ENTRY# 357038. OUT OF
17-96-2 FOR 2012 YEAR. 97.383 AC

B-2

BEG S 0°26'19" E 1347.06 FT AL THE SEC LI & N 89°33'41" E 489.53 FT FR THE W 1/4
COR OF SEC 10, T3S, R4W, SLB&M RUN TH N 89°41'08" E 584.97 FT; TH S 0°26'19" E
505.60 FT TO A PT ON THE UNION PACIFIC R/W LI; TH S 43°55'02" W 10.33 FT AL SD
R/W LI; TH S 89°41'08" W 592.78 FT; TH N 0°26'19" W 497.97 FT; TH NELY 23.59 FT AL
THE ARC OF 15.00 FT RADIUS CURVE TO THE RIGHT (CENTER BEARS N 89°33'41" E
& LONG CHORD BEARS N 44°37'25" E 21.24 FT THROUGH A CENTRAL ANGLE OF
90°07'27") TO THE POB. OUT OF 2-144-1 FOR 99 YEAR. 7.06 AC 03/21/2000 03/21/2000

B-3

BEG S 0°26'19" E 824.26 FT ALG SEC LI AND N 89°33'41" E 864.50 FT FROM W 1/4 COR
SEC 10, T3S, R4W, SLB&M AND RUN; TH N 89°41'08" E 389.89 FT; TH S 0°25'51"E
442.58 FT; TH SWLY 23.59 FT ALG THE ARC OF A 15.00 FT RADIUS CURVE TO RIGHT
(CTR BEARS S 89°34'09" W AND LONG CHORD BEARS S 44°37'38" W 21.23 FT THRU A
CENTRAL ANGLE OF 90°06'59"); TH S 89°41'08" W 359.83 FT; TH NWLY 23.53 FT ALG
THE ARC OF A 15.00 FT RADIUS CURVE TO R (CENTER BEARS N 0°18'52" W AND
LONG CHORD BEARS N 45°22'36" W 21.19 FT THRU A CENTRAL ANGLE OF
89°52'33") TH N 0°26'19" W 442.64 TO POB. OUT OF 2-144-1 FOR 99 YEAR. 4.09 AC-----
LESS 1.00 AC (SWD 599076) BALANCE OF 2-144-6 AFTER 2-144-60 FOR 2025 YEAR.
3.09 AC ----- LESS 1.00 AC (WD 613489) BALANCE OF 2-144-60 AFTER 2-144-61 FOR
2026 YEAR. 2.09 AC

B-4

BEG S 0°26'19" E 1347.06 FT ALG THE SEC LI AND N 89°33'41" E 489.53 FT AND N
89°41'08" E 584.97 FT FROM W 1/4 COR SEC 10, T3S, R4W, SLB&M AND RUN; TH S
89°41'08" E 143.89 FT; TH SELY 13.87 FT ALG THE ARC OF A 15.00 FT RADIUS CURVE
TO RIGHT (CENTER BEARS S 0°18'52" E AND LONG CHORD BEARS S 63°49'52" E
13.38 FT THRU A CENTRAL ANGLE OF 52°57'59"); TH NELY 124.49 FT ALG THE ARC
OF A 50.00 FT RADIUS CURVE TO LEFT (CENTER BEARS N 52°39'07" E AND LONG

CHORD BEARS N 71°19'34" E 94.74 FT THRU A CENTRAL ANGLE OF 142°39'07"); TH N 89°41'30" E 270.76 FT TO UNION PACIFIC R/W; TH S 43°55'02" W 738.91 FT ALG S R/W LI; TH N 0°26'19" W 505.60 FT TO POB. OUT OF 2-144-1 FOR 99 YEAR. 2.97 AC

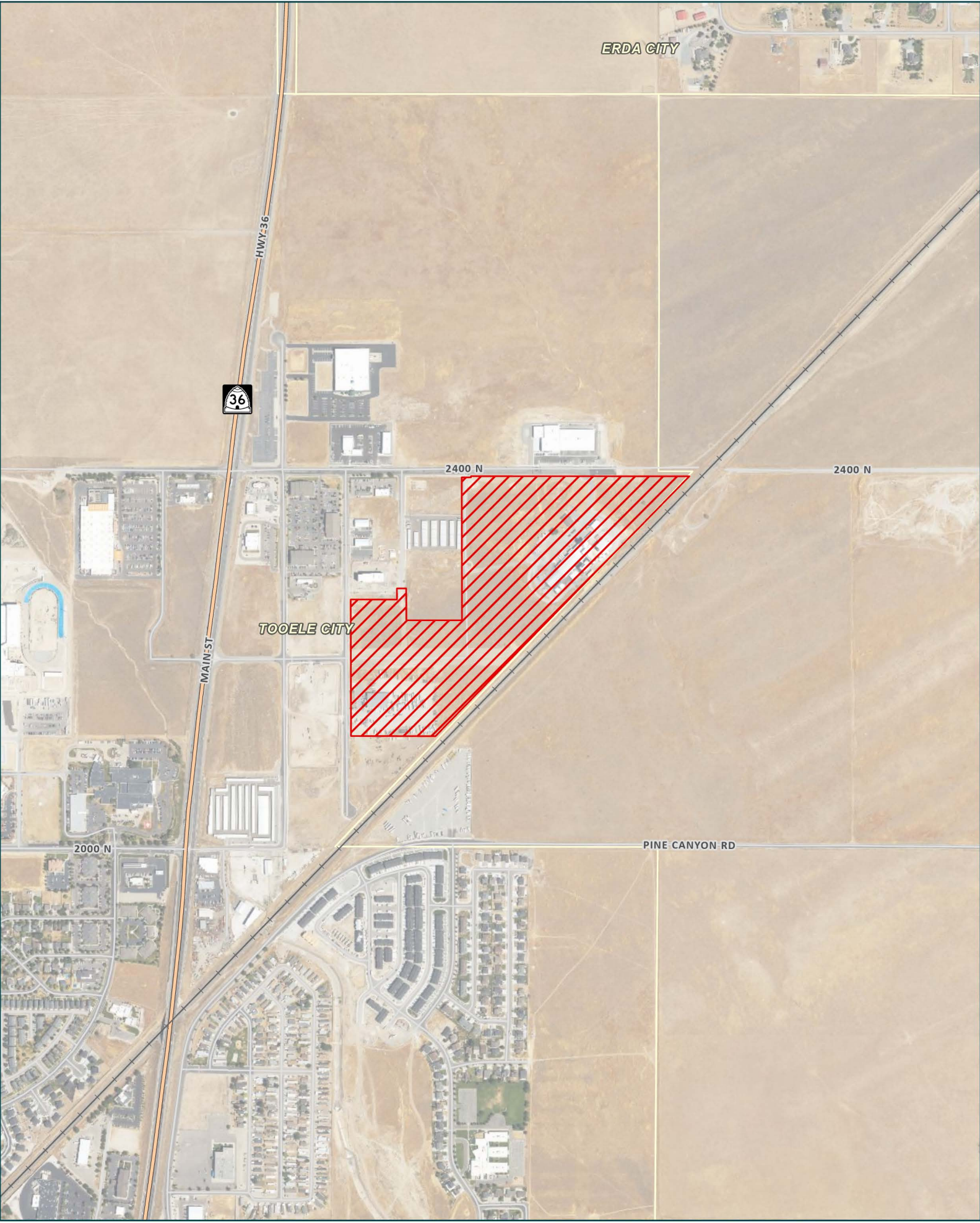
B-5

BEG AT A PT ON S SEC LI OF SEC 10, T3S, R4W, SLB&M, & ON E R/W LI OF TOOEELE CO RD R/W OF 400 E, SD PT BEING N 89°41'53" E ALG SD S SEC LI, 33 FT, FR SW COR OF SD SEC 10, (A FOUND TOOEELE CO BRASS CAP); N 00°26'19" W, PARA & PERP 33 FT E OF W LI OF SW 1/4 OF SD SEC 10 & ALG SD E R/W LI, 2610.971 FT TO S R/W LI OF TOOEELE CO RD R/W OF 2400 N; N 89°41'08" E PARA & PERP 33 FT, S OF N LI OF NW 1/4 OF SW 1/4 OF SD SEC 10, 1221.501 FT TO W R/W LI OF TOOEELE CO RD R/W OF 600 E; S 00°25'51" E PARA & PERP 66 FT, W OF E LI OF NW 1/4 OF SW 1/4 OF SD SEC 10, 1289.126 FT TO S LI OF NW 1/4 OF SW 1/4 OF SD SEC 10; N 89°41'30" E, ALG S LI OF NW 1/4 OF SW 1/4 & S LI OF NE 1/4 OF SW 1/4 OF SD SEC 10, 336.753 FT TO AN EXIST FENCE, BEING ON NW'LY LI OF EXIST UPRR R/W LI; TH S 43°55'02" W ALG SD FENCE LI AND UNION PACIFIC RR R/W LI, 1844.827 FT TO S SEC LI OF SD SEC 10, S 89°41'53" W, ALG SD S SEC LI 268.334 FT TO POB. COMBINES 2-144-2 WITH 2-144-1 FOR 98 TAX YEAR. TOG/W A ROAD EASEMENT BK 468/747. LESS 7.06 AC TO 2-144-4 (AES DEV), LESS 7.06 AC TO 2-144-5 (HUNT), LESS 4.09 AC TO 2-144-6 (NELSON & SONS), LESS 2.97 AC TO 2-144-7 (NELSON & SONS) (LESS 1.07 AC TO 2-144-8 FOR 2003 YEAR/BALANCE OF 2-144-1 FOR 2003 YEAR.) (LESS 3.49 AC TO 14-56-2 AND ROADS FOR 2004 YEAR/BALANCE OF 2-144-9 FOR 2004 YEAR.) ---LESS .01 AC TO ROAD FOR 2007 YEAR. BALANCE OF 2-144-10 AFTER ROAD DEDICATION (15-85) FOR 2007 YEAR. ---LESS 6.001 AC TO 2-144-30. BALANCE OF 2-144-29 AFTER 2-144-30 FOR 2009 YEAR. 32.169 AC---LESS .17 AC TO 470 E ST. BALANCE OF 2-144-31 AFTER .17 AC TO 470 E ST FOR 2010 YEAR. 32.00 AC---LESS 0.99 AC TO 18-5(GATEWAY BUSINESS PARK PH IV). BALANCE OF 2-144-32 AFTER 18-5 (GATEWAY BUSINESS PARK PH IV) FOR 2012 YEAR. 31.01 AC-----LESS 4.12 AC (WD ENTRY# 551379) BALANCE OF 2-144-42 AFTER 2-144-43 FOR 2022 YEAR. 26.11 AC----- LESS 15.29 AC (WD #559150) BALANCE OF 2-144-44 AFTER 2-144-45 & 2-144-46 FOR 2022 YEAR. 10.82 AC---LESS 1.17 AC (WD ENTRY # 565998) BALANCE OF 2-144-47 AFTER 2-144-48 FOR 2023 YEAR. 9.65 AC ----LESS 2.67 AC ENTRY# 584539 BALANCE OF 2-144-49 AFTER 400 E COMMERCIAL SUB BK 23 PG 4 FOR 2024 YEAR. 6.98 AC ---- LESS 2.04 AC (WD ENTRY# 591762). BALANCE OF 2-144-55 AFTER 2-144-57 FOR 2024 YEAR. 6.87 AC.

B-6

BEG AT A PT S 0° 25'59" E 33.00 FT ALG 1/16TH LI FR NW COR OF NE 1/4 OF SW 1/4 OF SEC 10, T3S, R4W, SLB&M, SD 1/16 COR BEING N 89°40'55" E 1320 FT FR W 1/4 COR OF SEC 10 & RUN TH N 89°40'55" E 1538.20 FT ALG 1/4 SEC LI TO AN EXISTING FENCE LI, BEING ON W'LY LI OF AN EXISTING RR R/W LI, TH S 43°54'50" W 1799.26 FT ALG SD FENCE LI & RR R/W LI TO S LI OF THE NE1/4 OF SW 1/4 OF SEC 10, TH S 89°41'43" W 270.51 FT ALG THE SD S LI BEING THE 1/16TH LI, TO W LI OF NE 1/4 OF SW 1/4 OF SD SEC 10, TH N 0°25'59" W 1289.19 FT ALG SD W LI, BEING THE 1/16TH LI TO THE POB OUT OF 3-14-18 TOG/W R/W DESC AS: A PARCEL 66 FT WIDE WITH S'LY BNDY COM AT NE COR OF TOTAL NELSON PARCEL, EXT W'LY ALG FULL LENGTH OF N BNDY OF PARCEL & CONTUING WLY TO E BNDRY OF R/W FOR

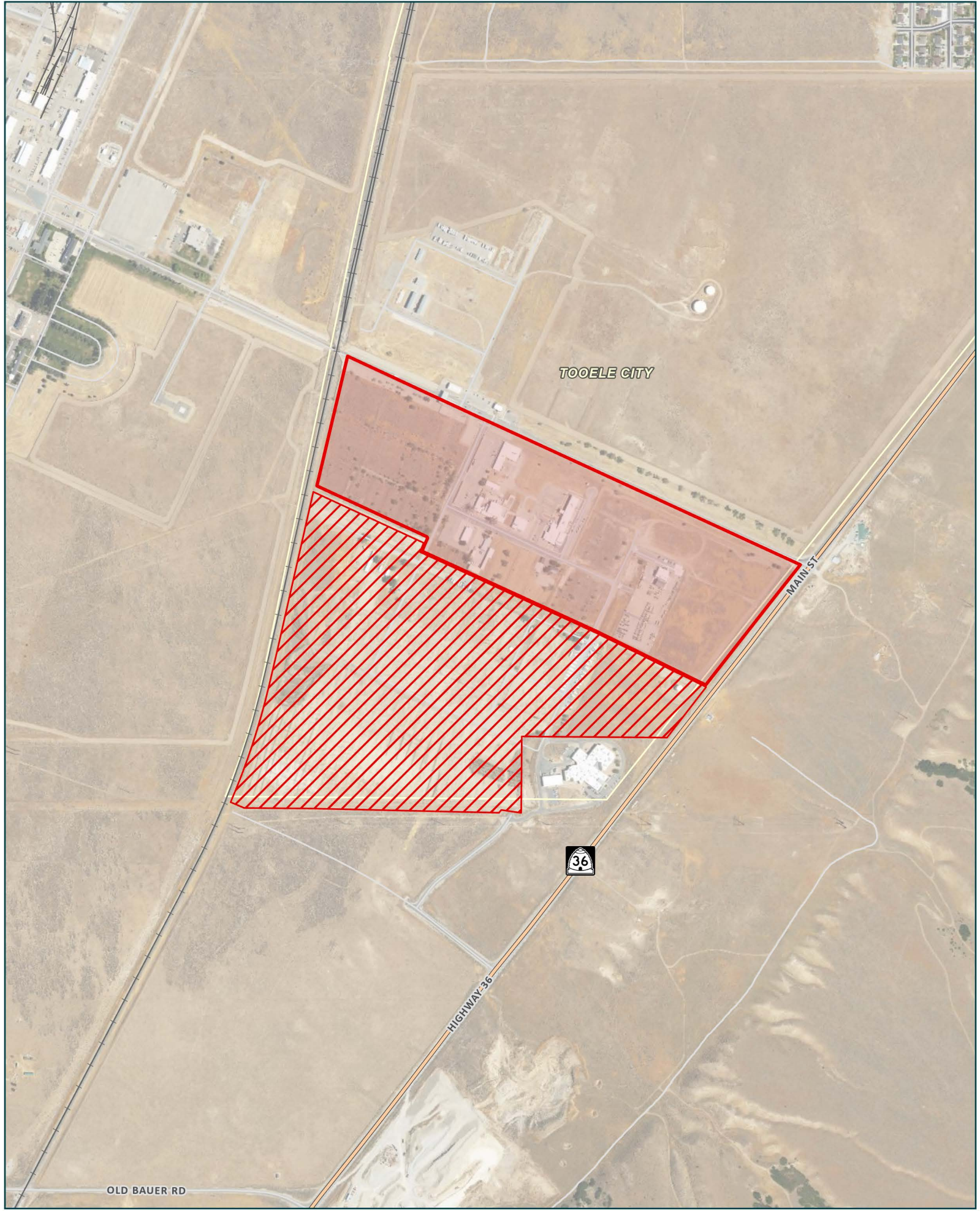
STATE H/WY 36 SUB/TO R/W DESC AS: A PARCEL 66 FT WIDE WITH E BNDY COM AT SW COR OF NELSON PARCEL, EXTENDING N ALG FULL LENGTH OF S BNDRY OF NELSON PARCEL & CONTINUING N TO S BNDRY OF N ROAD (DESC AS TOG/W R/W) 26.62 AC OUT OF 3-14-19 FOR 1994 YEAR.---LESS .38 AC TO 2400 NORTH STREET. BALANCE OF 2-144-3 AFTER 2-144-33 FOR 2010 YEAR. 26.24 AC



DISCLAIMER
THIS MAP IS NOT A LEGAL DOCUMENT. BOUNDARIES
MAY BE GENERALIZED FOR THIS MAP SCALE.



TOOELE PROPERTIES (NORTH)
TOOELE CITY
2025



DISCLAIMER
THIS MAP IS NOT A LEGAL DOCUMENT. BOUNDARIES
MAY BE GENERALIZED FOR THIS MAP SCALE.



TOOELE PROPERTIES (SOUTH)
TOOELE CITY
2025

TOOELE CITY CORPORATION

RESOLUTION 2025-99

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING AN ADDITIONAL TERM IN THE SALE OF LOT 13 OF THE RANCH AT PINE CANYON SUBDIVISION TO CELTIC BANK CORPORATION, PREVIOUSLY APPROVED BY RESOLUTION 2025-85.

WHEREAS, UCA Section 10-8-2(1)(a) provides, in pertinent part, “A municipal legislative body may: . . . sell . . . real . . . property for the benefit of the municipality”; and,

WHEREAS, by an agreement dated November 7, 2019, (“Prior Agreement” attached as Exhibit A) and in connection with a settlement agreement dated December 8, 2011, Tooele City acquired from Celtic Bank Corporation (“Celtic Bank”) Lot 13 of the Ranch at Pine Canyon Subdivision; and,

WHEREAS, under paragraph 16 of the Prior Agreement, Celtic Bank retained a right of first refusal to purchase Lot 13 from the City in the event the City decides to sell Lot 13 without developing a municipal well on Lot 13; and,

WHEREAS, as part of the Prior Agreement, the parties agreed that, should Celtic Bank exercise its right under paragraph 16, the purchase price would be the appraised amount, minus the sum of \$75,000 (representing the pro-rata share of infrastructure and utility improvements in the subdivision servicing Lot 13), minus fifteen percent (15%); and,

WHEREAS, the City desires to sell Lot 13 without developing a municipal well; and,

WHEREAS, Celtic Bank desires to exercise its right to purchase Lot 13 for the amount described above; and,

WHEREAS, Integra Realty Resources appraised the value of Lot 13 at \$360,000 (see Exhibit B); and,

WHEREAS, given the above appraisal, the purchase amount as calculated as described under paragraph 16 of the Prior Agreement is \$242,250, with an additional a \$1,000 for splitting the appraisal cost, for a total purchase price of \$243,250; and,

WHEREAS, on November 5, 2025, City Council approved the sale of Lot 13 under the general terms described above (reference Resolution 2025-85), but with no specific approval of the transfer of any water shares; and,

WHEREAS, prior negotiations with Celtic Bank included a discussion of transfer of one share of Lincoln Culinary Water Corporation from Tooele City to Celtic Bank; and,

WHEREAS, the appraisal attached as Exhibit B took into account “associated water rights that would typically transact with a sale”, therefore, including the transfer of the water right to Celtic Bank is more consistent with paragraph 16 of the Prior Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the City Administration is hereby authorized to sell Lot 13 of The Ranch at Pine Canyon Subdivision to Celtic Bank Corporation for the amount of \$243,250, *which will include the transfer of one share (Share # 117) of Lincoln Culinary Water Corporation from Tooele City Corporation to Celtic Bank;* and,
2. the Mayor is hereby authorized to sign all documents necessary to close on the sale of Lot 13 of The Ranch at Pine Canyon Subdivision, *including the Real Estate Purchase Contract attached as Exhibit C.*

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Agreement With Celtic Bank Corporation
Dated November 7, 2019

AGREEMENT

This Agreement is made this 11th day of November 2019 (the "Effective Date") by and between Tooele City Corporation, a Utah municipal corporation (the "City") and Celtic Bank Corporation, a Utah corporation (the "Developer"). The City and the Developer may also be individually and collectively referred to herein as a "Party" or the "Parties."

RECITALS

A. The Parties entered into a Settlement Agreement dated December 8, 2011, under which the City was to acquire (i) Lot 17 of the Murray Flats Subdivision, in Pine Canyon, Tooele County, consisting of 5.278 acres ("Lot 17") and (ii) a right-of-way through the Murray Flats Subdivision to access Lot 17 from Church Wood Drive in Pine Canyon, Tooele County (the "Right-of-Way"). A copy of the recorded Murray Flats Subdivision plat is attached hereto and incorporated herein as Exhibit A.

B. The City paid the agreed-upon sum of \$92,500, as determined by appraisal valuation dated April 18, 2011, for Lot 17.

C. The City acquired Lot 17 by "Stipulation and Joint Motion for Entry of, and Final Judgment of Condemnation." (See Entry #365105, January 25, 2012.) The City acquired the Right-of-Way by "Right-of-Way and Easement Grant." (See entry #365104, January 25, 2012.) The legal descriptions of Lot 17 and the Right-of-Way are attached hereto and incorporated herein as Exhibits B and C.

D. The Developer desires to re-plat the property comprised of the Murray Flats Subdivision and to replace it with a new plat called The Ranch at Pine Canyon Subdivision (the "New Subdivision").

E. The Developer proposes that the City convey Lot 17 to the Developer in partial exchange for which the Developer would convey lot 13 ("Lot 13") of the New Subdivision to the City. Lot 13 consists of 4.700 acres, 0.578 acres less than Lot 17. The difference in acreage between Lot 17 and Lot 13 shall be referred to as the "Land Delta." A copy of the New Subdivision is attached hereto and incorporated herein as Exhibit D. The legal description of Lot 13 is attached hereto and incorporated herein as Exhibit E.

F. The Parties desire to set forth the terms and conditions of their agreement to exchange Lot 17 for Lot 13 and other transaction elements, as described below.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The above Recitals are hereby incorporated into and made a part of this Agreement.

2. Global Consideration. The various considerations described herein shall be deemed global consideration, and no particular item of consideration shall be in exchange for any other particular item of consideration.

3. Escrow Agent. The "Escrow Agent" shall be Marta Hansen of Security Title, located at 1485 North 30 West, Suite D1 in Tooele City, phone number (435) 843-8884. The Escrow Agent will be charged with following the escrow instructions set forth herein. Should the Escrow Agent at any time during the duration of the Agreement terminate escrow services, the Parties shall cooperate to select a new escrow agent, if such services are deemed necessary.

4. Lot 17 Deed. Within 30 calendar days after the Effective Date, the City shall cause an executed quit-claim deed for Lot 17 (the "Lot 17 Deed") to be delivered to the Escrow Agent, conveying Lot 17 to the Developer.

5. Lot 13 Deed. Within 30 calendar days after the Effective Date, the Developer shall cause an executed warranty deed for Lot 13 (the "Lot 13 Deed"), to be delivered to the Escrow Agent, conveying Lot 13 to the City.

6. Land Delta. Within 30 calendar days after the Effective Date, the Developer shall deliver to the Escrow Agent the cash sum of \$30,000, representing the fair-market-value payment for the Land Delta.

7. Right-of-Way. Within 30 calendar days after the Effective Date, the City shall cause an executed easement and right-of-way abandonment document for the Right-of-Way to be delivered to the Escrow Agent, conveying the Right-of-Way to the Developer.

8. Conduit Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Conduit Easement for the installation of power conduit (the "Conduit"). The Conduit Easement shall connect Church Wood Drive and Lot 13, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Conduit Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

9. Power Conduit. The City shall have the right to install the Conduit within the Conduit Easement. The Conduit shall be the property of the City, and only the City shall have the right to utilize the Conduit.

10. Water Line Easement. The Developer shall prepare and convey to Tooele City Corporation, at no cost to the City, a Water Line Easement for the installation of a water transmission line (the "Water Line"). The Water Line Easement shall connect Church Wood Drive and Lot 13, within the New Subdivision rights-of-way (whether public or private) in the most direct route feasible. The Water Line Easement shall be depicted on the New Subdivision final plat and shall be deemed conveyed to the City upon recordation of the New Subdivision final plat.

11. Water Line. The City shall have the right to install the Water Line within the Water Line Easement. The Water Line shall be the property of the City, and only the City shall have the right to utilize the Water Line.

12. Subdivision Improvements. The City shall have no duty or obligation to pay any amounts for public or private improvements made to and within the New Subdivision, except as expressly identified herein.

13. New Subdivision Plat. The fully-executed, recordable New Subdivision final plat shall be delivered to the Escrow Agent within 15 calendar days of its formal approval by the County Commission.

14. Releases from Escrow - Recordation.

- a. Right-of-Way Abandonment. The Right-of-Way abandonment document shall be recorded by the Escrow Agent immediately prior to the recordation of the Lot 17 Deed. The Developer shall be responsible for the costs of recordation.
- b. Lot 17 Deed. The Lot 17 Deed shall be recorded by the Escrow Agent immediately prior to the recordation of the New Subdivision final plat. The Developer shall be responsible for the costs of recordation.
- c. New Subdivision Plat. The New Subdivision final plat, approved and fully executed by the County Commission, shall be recorded by the Escrow Agent within 5 business days of delivery to the Escrow Agent. The Developer shall be responsible for the costs of recordation.
- d. Lot 13 Deed. The Lot 13 Deed shall be recorded by the Escrow Agent immediately following the recordation of the New Subdivision final plat. The City shall be responsible for the costs of recordation, if any.
- e. Land Delta Payment. Upon recordation of the documents enumerated in 14.a.-14.d., above, the Escrow Agent shall deliver the \$30,000 Land Delta payment, minus escrow fees and costs as described below, to the City.
- f. Settlement Statement. After delivery of the Land Delta to the City, the Escrow Agent shall deliver a settlement statement, together with copies of documents recorded pursuant to this Agreement, to the Parties.

15. Escrow Fees and Costs. The Parties shall each pay 50% of the cost of the Escrow Agent fees. The Developer and the City shall pay all applicable recordation fees, as described above. Each of the Parties shall bear their own document preparation fees.

16. Right of First Refusal. The Developer shall have a right of first refusal to purchase Lot 13 from the City in the event the City decides to sell Lot 13 without developing a municipal well on Lot 13. The purchase price shall be the fair market value of Lot 13 as determined by appraisal obtained by the City, minus the sum of \$75,000 (representing the pro-rata share of infrastructure and utility improvements in the New Subdivision servicing Lot 13), minus 15%. By way of illustration only, if Lot 13 is appraised at \$300,000 at the time of sale, the right-of-first-refusal price will be \$300,000 minus \$75,000 minus 15% = \$191,250. The Developer's right of first refusal shall expire 15 years after the Effective Date. The Parties shall each pay 50% of the appraisal price.

17. Capacity to Execute. Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind that Party to the covenants and obligations contained herein.

18. Binding on Successors. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns, officers, members, managers, employees, representatives, attorneys, agents, and any and all businesses related to, owned or controlled, in whole or in part, by any of the Parties.

19. Non-Transfer/Non-Assignment of Claims. The Parties represent and warrant that no portion of any claim or cause of action that each has or may have against the other has been transferred or assigned in any manner.

20. Survival. The Parties acknowledge and agree that all agreements, obligations, prohibitions, warranties, and representations that are created in this Agreement will survive the execution and delivery of this Agreement and notwithstanding the execution and delivery of this Agreement, the releases herein will continue in full force and effect.

21. Entire Agreement. This Agreement contains the entire agreement of the Parties as to its subject matter; it may not be changed orally, but may be changed only by an agreement in writing signed by the Parties. Except as expressly set forth in this Agreement, the Parties have not made and do not make any other representations, warranties, statements, promises or agreements to each other.

22. Attorney Fees. In any action to enforce or interpret the terms of this Agreement, the prevailing party shall recover from the unsuccessful party reasonable attorney fees and costs (including those incurred in connection with appeal), the amount of which will be fixed by the Court and made a part of any judgment rendered.

23. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement.

24. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

25. Severability. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other parts will remain fully valid and enforceable.

26. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

27. Additional Actions. Each Party hereto will execute and/or cause to be delivered to each other any and all instruments or documents and will take such actions as may be reasonably requested for the purpose of carrying out this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.


TOOELE CITY CORPORATION

CELTIC BANK CORPORATION

By: Debra E. Winn
Print Name: Debra E. Winn
Its: Mayor

By: Cody Deeter
Print Name: Cody Deeter
Its: AGENT

ATTEST:

Michelle Y. Pitt
Michelle Y. Pitt, Tooele City Recorder 

Approved as to Form:

Roger Evans Baker
Roger Evans Baker, Tooele City Attorney

Exhibit A

Murray Flats Subdivision Plat

FINAL PLAT MURRAY FLATS SUBDIVISION PHASE 1

A SUBDIVISION LOCATED IN THE WEST HALF OF SECTION 12
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN;
PINE CANYON TOWNSHIP, TOOELE COUNTY, UTAH

ATLANTIC RICHFIELD CO.

ATLANTIC RICHFIELD CO.

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



PROJECT SITE

SHEETS SUBDIVISION

LOTS 1, 3, 7, 8, 11, 12, 13, 14, AND 15
ARE WITHIN THE HEALTH DEPARTMENT'S
TWO TO FOUR FEET SOIL FEASIBILITY STUDY
THE MAXIMUM DEPTHS PERTAINING TO
DRAINAGE ARE AS FOLLOWS:

LOT #	DEPTH
1	36"
3	48"
7	48"
8	36"
11	48"
12	36"
13	48"
14	36"
15	36"

RECORD OF SURVEY NUMBER

08-0126-01

FOUND TOOELE COUNTY DEPENDENT
RESURVEY MONUMENT REPRESENTING
THE WEST QUARTER CORNER OF SECTION 13,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
BRASS CAP MONUMENT

FOUND TOOELE COUNTY DEPENDENT
RESURVEY MONUMENT, WITNESS CORNER TO
THE NORTHWEST CORNER OF SECTION 14,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
BRASS CAP MONUMENT

CORPORATE ACKNOWLEDGMENT

ON THE 29th DAY OF April, A.D. 2009, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY
OF SALT LAKE, IN THE STATE OF UTAH, Richard Palmer, a corporation, AFTER BEING
DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Authorized Representative
Richard Palmer, a corporation, IN THE STATE OF UTAH, WHO THAT HE
SIGNED THE OWNERS' DEDICATION FOR AND IN BEHALF OF
SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID
CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC RESIDING IN
Salt Lake City
MY COMMISSION EXPIRES 7-2-2012

COUNTY HEALTH DEPT.

APPROVED THIS 5th DAY OF March A.D. 2009 BY THE TOOELE COUNTY HEALTH DEPT.

TOOELE COUNTY HEALTH DEPARTMENT

LINE	LENGTH	BEARING
1	107.81	N 89° 58' 12" E
2	107.81	N 89° 58' 12" E

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	BEARING
C1	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C2	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C3	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C4	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C5	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C6	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C7	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C8	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C9	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C10	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C11	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C12	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C13	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C14	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C15	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C16	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C17	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C18	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C19	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C20	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C21	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C22	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C23	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C24	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C25	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C26	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C27	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C28	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C29	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C30	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C31	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C32	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C33	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C34	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C35	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C36	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C37	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C38	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C39	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C40	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C41	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C42	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C43	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C44	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C45	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C46	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C47	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C48	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C49	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C50	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C51	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C52	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C53	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C54	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C55	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C56	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C57	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C58	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C59	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C60	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C61	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C62	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C63	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C64	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C65	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C66	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C67	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C68	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C69	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C70	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C71	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C72	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C73	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C74	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C75	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C76	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C77	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C78	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C79	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C80	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C81	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C82	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C83	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C84	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C85	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C86	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C87	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C88	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C89	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C90	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C91	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C92	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C93	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C94	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C95	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C96	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C97	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C98	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C99	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E
C100	13,000.00	33.48	88.3614	13,000.00	S 89° 58' 12" E	S 89° 58' 12" E

LEGEND

- PROPOSED ROAD MONUMENT
- EXISTING POLE
- FOUND SECTION CORNER
- SECTION CORNER NOT FOUND
- FOUND WITNESS CORNER MONUMENT

NORTH TOOELE COUNTY FIRE DEPARTMENT

APPROVED THIS 12th DAY OF March A.D. 2009

Richard Palmer
SALT LAKE CITY

PLANNING COMMISSION

APPROVED THIS 2nd DAY OF March A.D. 2009 BY THE PINE CANYON TOWNSHIP PLANNING COMMISSION

Richard Palmer
SALT LAKE CITY

TOOELE COUNTY ENGINEERING

APPROVED THIS 2nd DAY OF March A.D. 2009

Richard Palmer
SALT LAKE CITY

TOOELE COUNTY SURVEYOR</

Exhibit B

Legal Description of Lot 17

EXHIBIT **B**

A PARCEL OF PROPERTY FORMERLY KNOWN AS LOT 17 OF MURRAY FLATS
PHASE 1 SUBDIVISION MORE FULLY DESCRIBED AS:

BEGINNING AT A POINT WHICH IS NORTH, 519.72 FEET AND EAST, 2646.622 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 75°18'03" WEST, 492.183 FEET; THENCE 141.972 FEET NORTHEASTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 36°54'46" EAST, 111.09 FEET); THENCE 31.816 FEET NORTHWESTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 08°05'14" WEST, 30.980 FEET); THENCE NORTH 14°41'57" EAST, 279.707 FEET; THENCE 167.565 FEET NORTHEASTERLY ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 08°41'55" EAST, 167.260 FEET); THENCE SOUTH 82°56'35" EAST, 322.971 FEET; THENCE SOUTH 00°16'33" WEST, 640.608 FEET TO THE POINT OF BEGINNING.

CONTAINS: 5.278 ACRES

Former Tax ID 17-021-0-0017

Exhibit C

Legal Description of Right-of-Way

EXHIBIT C

(PERMANENT RIGHT-OF-WAY AND GRANT OF EASEMENT)

BEGINNING AT A POINT WHICH IS NORTH, 1195.547 FEET AND EAST, 100.769 FEET FROM A FOUND BRASS CAP MONUMENT BEING THE WITNESS CORNER TO THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID MONUMENT BEING NORTH, 2190.88 FEET FROM THE FOUND BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 15°31'34" EAST, 60.280 FEET; THENCE SOUTH 80°00'00" EAST, 748.421 FEET; THENCE 27.236 FEET SOUTHEASTERLY ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°27'12" EAST, 27.22 FEET); THENCE SOUTH 72°54'24" EAST, 1039.498 FEET; THENCE 92.843 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 65°31'07" EAST, 92.590 FEET); THENCE 71.923 FEET SOUTHEASTERLY ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 66°42'56" EAST, 71.650 FEET); THENCE SOUTH 75°18'03" EAST, 122.164 FEET; THENCE 23.562 FEET NORTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 59°41'57" EAST, 21.21 FEET); THENCE NORTH 14°41'57" EAST, 56.414 FEET; THENCE SOUTH 75°18'03" EAST, 60.00 FEET; THENCE 31.816 FEET SOUTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 08°05'14" EAST, 30.98 FEET); THENCE 141.972 FEET SOUTHWESTERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 36°54'46" WEST, 111.09 FEET); THENCE NORTH 75°18'03" WEST, 167.164 FEET; THENCE 89.904 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 66°42'56" WEST, 89.57 FEET); THENCE 77.369 FEET NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 65°31'07" WEST, 77.16 FEET); THENCE NORTH 72°54'24" WEST, 1039.498 FEET; THENCE 19.808 FEET NORTHWESTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 76°27'12" WEST, 19.80 FEET); THENCE NORTH 80°00'00" WEST, 754.226 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3.148 ACRES

Exhibit D

Ranches at Pine Canyon Subdivision Plat

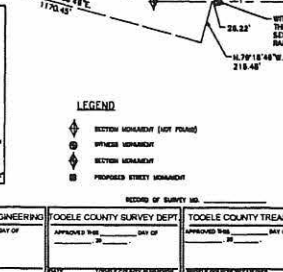
[illegible][illegible]

Exhibit E

Legal Description of Lot 13

EXHIBIT E

All of Lot 13 in The Ranch at Pine Canyon Subdivision also described as a parcel of land located in the South half of Section 12, Township 3 North, Range 4 West, Salt Lake Base & Meridian, thence as follows:

Beginning at a point being N.70°44' 29"E. 2123.13 feet from the witness corner to the Northwest Corner of said Section 13; thence Northeasterly 163.89 feet along a curve to the left with a 60.00 foot radius, through a central angle of 156° 30' 24", the chord of which bears N. 26° 03' 57" E. 117.49 feet; thence Northerly 45.72 feet along a curve to the right with a 40.00 foot radius, through a central angle of 65° 29' 38", the chord of which bears N. 19° 26' 27" W. 43.27 feet; thence Northerly 136.28 feet along a curve to the left with a 830.00 foot radius, through a central angle of 09° 44' 36", the chord of which bears N. 08° 36' 08" E. 136.13 feet; thence S.86°06'06"E. 581.90 feet; thence S.00°06'15"E. 404.46 feet; thence N.75°40'51"W. 659.35 feet to the point of beginning.

Exhibit B

Appraisal of Lot 13,
The Ranch at Pine Canyon Subdivision

Appraisal of Real Property

Lot 13, The Ranch at Pine Canyon Subdivision

Single Family Residential Lot

2062 N Dapple Dr

Tooele, Tooele County, Utah 84074

Prepared For:

Tooele City

Date of the Report:

September 30, 2025

Report Format:

Appraisal Report

IRR - Salt Lake City

File Number: 160-2025-1267EC

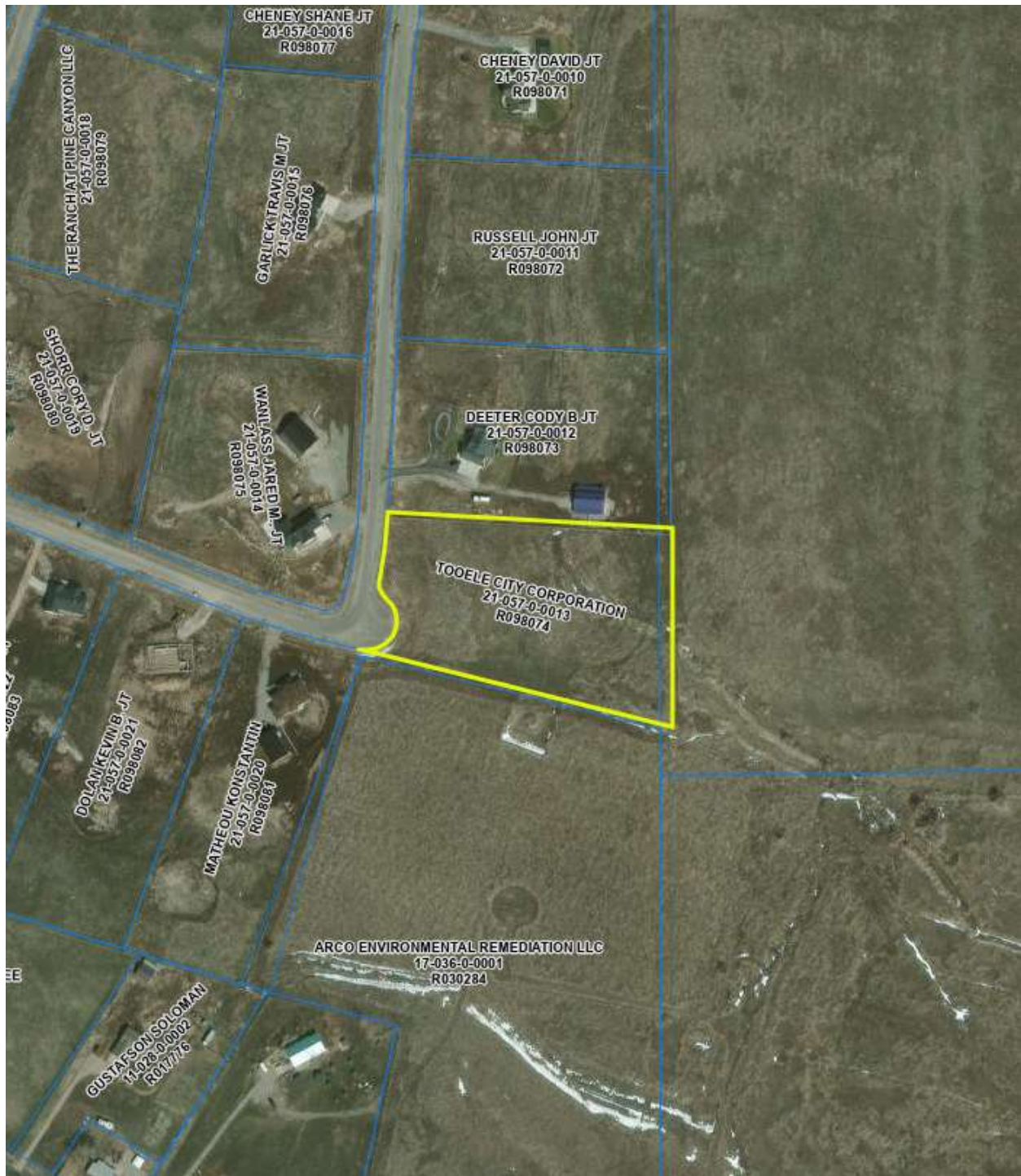


Subject Photographs



Lot 13, The Ranch at Pine Canyon Subdivision
2062 N Dapple Dr
Tooele, Utah

Aerial Image





September 30, 2025

Mrs. Debbie Winn
Tooele City
90 North Main Street
Tooele City, UT 84074

SUBJECT: Market Value Appraisal
 Lot 13, The Ranch at Pine Canyon Subdivision
 2062 N Dapple Dr
 Tooele, Tooele County, Utah 84074
 IRR - Salt Lake City File No. 160-2025-1267EC

Mrs. Winn:

Integra Realty Resources – Salt Lake City is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop the following opinion of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, September 25, 2025

The client for the assignment is Tooele City. The intended user of this report is Tooele City. The intended use of the report is for Internal planning purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a parcel of vacant land containing an area of 4.70 acres or 204,732 square feet. The property is zoned RR-5, Rural Residential, which permits large-lot single family residential.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards

Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion of value is as follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	September 25, 2025	\$360,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Salt Lake City



Eric B. Christensen
Utah Certified General Real Estate Appraiser
#5491821-CG00
Telephone: (801) 558-2518
Email: echristensen@irr.com



Darrin W. Liddell, MAI, AI-GRS, CCIM
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#6077208-CG00
Telephone: 801.263.9700, ext. 111
Email: dliddell@irr.com

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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

An internal quality assurance assessment was conducted by an IRR Certified Reviewer prior to delivery of this appraisal report. This assessment should not be construed as an appraisal review as defined by USPAP.

Executive Summary

Property Name	Lot 13, The Ranch at Pine Canyon Subdivision
Address	2062 N Dapple Dr Tooele, Tooele County, Utah 84074
Property Type	Single Family Residential Lot
Owner of Record	Tooele City Corporation
Tax ID	21-057-0-0013
Land Area	4.70 acres; 204,732 SF
Zoning Designation	RR-5, Rural Residential
Highest and Best Use	Residential use
Exposure Time; Marketing Period	1-3 months; 1-3 months
Effective Date of the Appraisal	September 25, 2025
Date of the Report	September 30, 2025
Property Interest Appraised	Fee Simple
Sales Comparison Approach	
Number of Sales	4
Range of Sale Dates	Feb 24 to Jul 25
Range of Prices per Property (Unadjusted)	\$350,000 - \$410,000
Market Value Conclusion	\$360,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Tooele City may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a parcel of vacant land containing an area of 4.70 acres or 204,732 square feet. The property is zoned RR-5, Rural Residential, which permits large-lot single family residential. A legal description of the parcel is provided below.

Property Identification	
Property Name	Lot 13, The Ranch at Pine Canyon Subdivision
Address	2062 N Dapple Dr Tooele, Utah 84074
Tax ID	21-057-0-0013
Owner of Record	Tooele City Corporation
Legal Description	LOT 13, THE RANCH AT PINE CANYON SUBDIVISION, A SUBDIVISION OF TOOELE COUNTY.
Census Tract Number	1307.01

Sale History

No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Based on a review of available information, no other sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, September 25, 2025

The date of the report is September 30, 2025. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is Tooele City. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for Internal planning purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42h; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

The financial data of the subject, including occupancy statistics reports, historical income/expense figures, and tax and assessment records was analyzed. This information, as well as trends established by confirmed market indicators, is used to forecast future performance of the subject property.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Debbie Winn.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Eric B. Christensen	On-site	September 25, 2025
Darrin W. Liddell, MAI, AI-GRS, CCIM	None	—

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Economic Analysis

Tooele County Area Analysis

Tooele County is located in Utah. It is 6,941 square miles in size and has a population density of 12 persons per square mile.

Population

Tooele County has an estimated 2025 population of 86,024, which represents an average annual 3.4% increase over the 2020 census of 72,698. Tooele County added an average of 2,665 residents per year over the 2020-2025 period, and its annual growth rate exceeded the State of Utah rate of 1.3%.

Looking forward, Tooele County's population is projected to increase at a 2.1% annual rate from 2025-2030, equivalent to the addition of an average of 1,916 residents per year. Tooele County's growth rate is expected to exceed that of Utah, which is projected to be 1.0%.

Population Trends					
	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
Tooele County	72,698	86,024	95,605	3.4%	2.1%
Utah	3,271,616	3,484,888	3,656,429	1.3%	1.0%
USA	331,449,281	337,643,652	345,735,705	0.4%	0.5%

Source: Claritas

Employment

Total employment in Tooele County was estimated at 20,688 jobs at year-end 2024. Between year-end 2014 and 2024, employment rose by 5,868 jobs, equivalent to a 39.6% increase over the entire period. There were gains in employment in eight out of the past ten years. Tooele County's rate of employment growth over the last decade surpassed that of Utah, which experienced an increase in employment of 31.0% or 410,942 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Tooele County unemployment rate has been slightly higher than that of Utah, with an average unemployment rate of 3.4% in comparison to a 3.2% rate for Utah. A higher unemployment rate is a negative indicator.

Recent data shows that the Tooele County unemployment rate is 3.3% in comparison to a 3.0% rate for Utah, a negative sign for the Tooele County economy but one that must be tempered by the fact that Tooele County has outperformed Utah in the rate of job growth over the past two years.

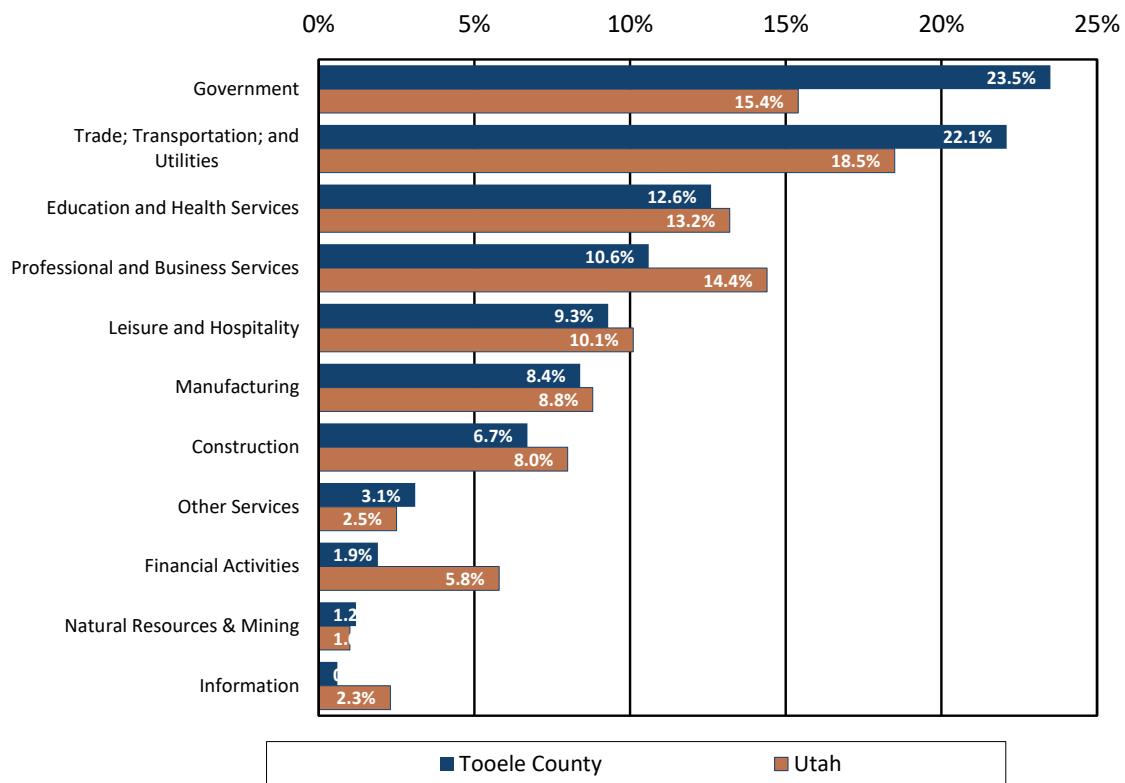
Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	%		%			
	Tooele County	Change	Utah	Change	Tooele County	Utah
2014	14,820		1,324,820		4.6%	3.6%
2015	15,180	2.4%	1,375,435	3.8%	4.0%	3.5%
2016	16,075	5.9%	1,414,274	2.8%	3.6%	3.3%
2017	16,480	2.5%	1,464,873	3.6%	3.4%	3.2%
2018	16,427	-0.3%	1,510,695	3.1%	3.1%	2.9%
2019	16,636	1.3%	1,547,895	2.5%	2.7%	2.5%
2020	18,929	13.8%	1,557,825	0.6%	4.8%	4.9%
2021	19,691	4.0%	1,623,923	4.2%	2.8%	2.8%
2022	19,850	0.8%	1,679,034	3.4%	2.4%	2.4%
2023	19,298	-2.8%	1,713,155	2.0%	2.6%	2.7%
2024	20,688	7.2%	1,735,762	1.3%	3.2%	3.2%
Overall Change 2014-2024	5,868	39.6%	410,942	31.0%		
Avg Unemp. Rate 2014-2024					3.4%	3.2%
Unemployment Rate - April 2025					3.3%	3.0%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Tooele County job market is depicted in the following chart, along with that of Utah. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Tooele County jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Tooele County has greater concentrations than Utah in the following employment sectors:

1. Government, representing 23.5% of the Tooele County payroll employment compared to 15.4% for Utah as a whole. This sector includes employment in local, state, and federal government agencies.
2. Trade; Transportation; and Utilities, representing 22.1% of the Tooele County payroll employment compared to 18.5% for Utah as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
3. Other Services, representing 3.1% of the Tooele County payroll employment compared to 2.5% for Utah as a whole. This sector includes establishments that do not fall within other defined categories, such as private households, churches, and laundry and dry cleaning establishments.
4. Natural Resources & Mining, representing 1.2% of the Tooele County payroll employment compared to 1.0% for Utah as a whole. Agriculture, mining, quarrying, and oil and gas extraction are included in this sector.

Tooele County is underrepresented in the following sectors:

1. Education and Health Services, representing 12.6% of the Tooele County payroll employment compared to 13.2% for Utah as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
2. Professional and Business Services, representing 10.6% of the Tooele County payroll employment compared to 14.4% for Utah as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Leisure and Hospitality, representing 9.3% of the Tooele County payroll employment compared to 10.1% for Utah as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Manufacturing, representing 8.4% of the Tooele County payroll employment compared to 8.8% for Utah as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Major Employers

Major employers in Tooele County are shown in the following table.

Major Employers - Tooele County	
Name	Number of Employees
1 Tooele School District	2000-2999
2 Wal-Mart	1000-1999
3 Dept of Defense	1000-1999
4 Tooele County	250-499
5 Purple Innovation	250-499
6 Sportsman's Distribution	250-499
7 Mountain West Medical Center	250-499
8 Tooele City	250-499
9 US Magnesium	250-499
10 Clean Harbors Aragonite	100-249

Source: Utah Department of Workforce Services

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been considerably lower in Tooele County than Utah overall during the past decade. Tooele County has grown at a 1.6% average annual rate while the State of Utah has grown at a 4.5% rate. Tooele County continues to underperform Utah. GDP for Tooele County rose by 2.0% in 2023 while Utah's GDP rose by 3.7%.

Tooele County has a per capita GDP of \$27,544, which is 58% less than Utah's GDP of \$65,479. This means that Tooele County industries and employers are adding relatively less value to the economy than their counterparts in Utah.

Gross Domestic Product				
	(\$,000s)		(\$,000s)	
Year	Tooele County	% Change	Utah	% Change
2013	1,932,991	—	145,026,900	—
2014	1,828,047	-5.4%	150,076,300	3.5%
2015	1,786,637	-2.3%	155,431,500	3.6%
2016	1,790,946	0.2%	162,528,200	4.6%
2017	1,751,142	-2.2%	172,075,000	5.9%
2018	1,800,683	2.8%	182,106,000	5.8%
2019	1,824,118	1.3%	192,760,600	5.9%
2020	1,983,980	8.8%	194,750,200	1.0%
2021	2,159,321	8.8%	210,446,900	8.1%
2022	2,217,306	2.7%	217,442,500	3.3%
2023	2,262,344	2.0%	225,459,400	3.7%
Compound % Chg (2013-2023)		1.6%		4.5%
GDP Per Capita 2023	\$27,544		\$65,479	

Source: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

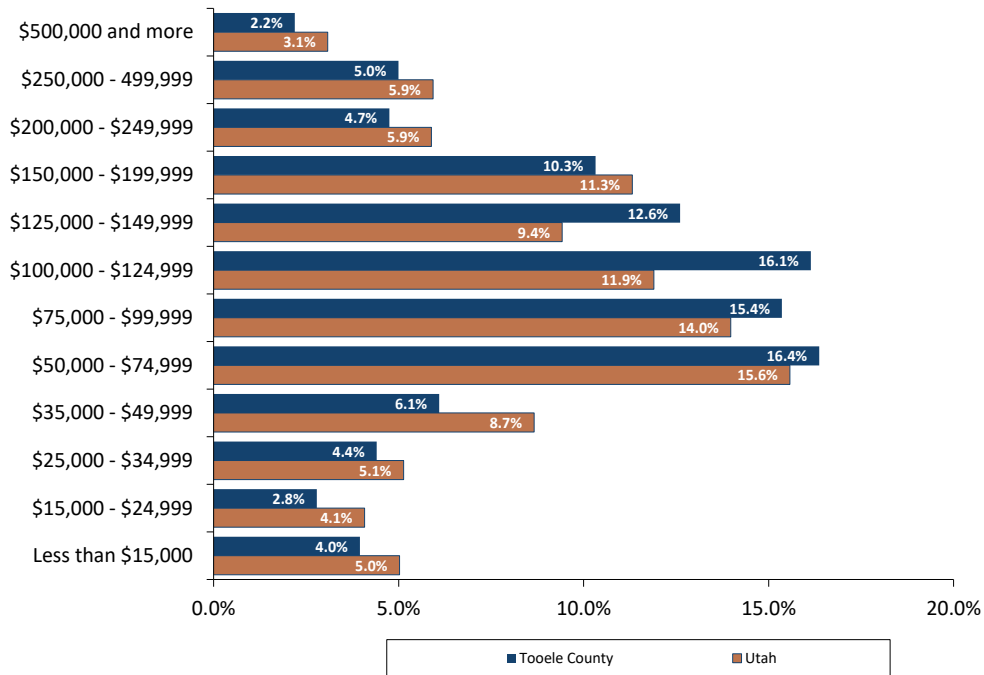
Tooele County has a higher level of household income than Utah. Median household income for Tooele County is \$101,555, which is 6.5% greater than the corresponding figure for Utah.

Median Household Income - 2025	
	Median
Tooele County	\$101,555
Utah	\$95,337
Comparison of Tooele County to Utah	+ 6.5%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Tooele County has a greater concentration of households in the middle income levels than Utah. Specifically, 60% of Tooele County households are between the \$50,000 - \$150,000 levels in household income as compared to 51% of Utah households. A lesser concentration of households is apparent in the lower income levels, as 17% of Tooele County households are below the \$50,000 level in household income versus 23% of Utah households.

Household Income Distribution - 2025

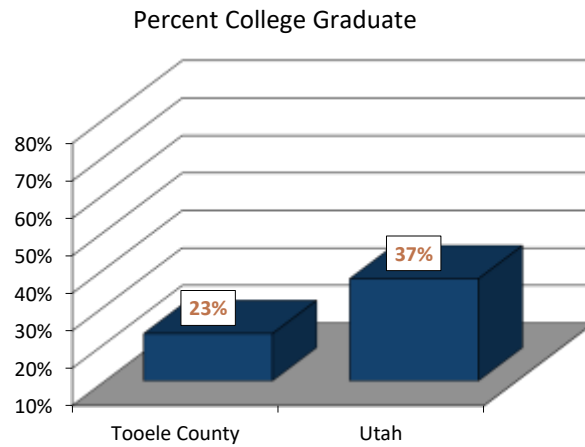


Source: Claritas

Education and Age

Residents of Tooele County have a lower level of educational attainment than those of Utah. An estimated 23% of Tooele County residents are college graduates with four-year degrees, versus 37% of Utah residents. People in Tooele County are similar in age to their Utah counterparts. The median age of both Tooele County and Utah is 33 years.

Education Levels - 2025



Source: Claritas

Conclusion

The Tooele County economy will benefit from a growing population base and a higher level of median household income. Tooele County experienced growth in the number of jobs over the past decade, and it is reasonable to assume that employment growth will occur in the future. It is anticipated that the Tooele County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

The subject is in the northeastern part of the Tooele Valley in an unincorporated area of Tooele County known as Pine Canyon. This area is part of the Tooele County submarket. Adjacent communities include Erda to the north and Grantsville to the west with the Oquirrh Mountains to the east. Area boundaries and delineation are indicated in the following table. A map identifying the location of the property follows this section.

Boundaries & Delineation	
Boundaries	
Market Area	Tooele County
Submarket	Tooele City
Area Type	Small Town - Non Metro
Delineation	
North	Erda Way
South	1000 North
East	Oquirrh Mountains
West	Highway 36

Access and Linkages

Primary access and linkages to the subject area, including highways, roadways, public transit, traffic counts, and airports, are summarized in the following table.

Access & Linkages	
Vehicular Access	
Major Highways	Interstate 80
Primary Corridors	State Route 36/Main Street
Vehicular Access Rating	Average
Public Transit	
Providers	Utah Transit Authority
Transit Access Rating	Below Average
Airport(s)	
Distance	30 miles
Driving Time	35 minutes
Primary Transportation Mode	Automobile

Primary access to the area is provided by State Route 36/Main Street which is 4 miles west of the subject and runs north/south through the Tooele Valley.

Furthermore, the Tooele City Central Business District (CBD), the economic and cultural center of the region, is approximately 5 miles southwest of the property.

Demand Generators

The typical generators of demand affecting the subject property and its market are discussed and analyzed below.

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages⁴:

- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the stability stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Decline – Positive but falling demand, increasing vacancy
- Recession – Falling demand, decreasing vacancy
- Recovery – Increasing demand, decreasing vacancy

The subject is in the decline state of the Real Estate Cycle.

Population and Income

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

⁴ *The Appraisal of Real Estate, 14th Edition*. (2013). Appraisal Institute

Surrounding Area Demographics					
2025 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Tooele County	Utah
Population 2020	245	12,747	36,693	72,698	3,271,616
Population 2025	276	14,718	42,266	86,024	3,484,888
Population 2030	301	16,193	46,454	95,605	3,656,429
Compound % Change 2020-2025	2.4%	2.9%	2.9%	3.4%	1.3%
Compound % Change 2025-2030	1.7%	1.9%	1.9%	2.1%	1.0%
Households 2020	73	3,706	11,534	22,087	1,057,252
Households 2025	83	4,346	13,345	26,051	1,131,873
Households 2030	91	4,809	14,688	28,929	1,190,446
Compound % Change 2020-2025	2.6%	3.2%	3.0%	3.4%	1.4%
Compound % Change 2025-2030	1.9%	2.0%	1.9%	2.1%	1.0%
Median Household Income 2025	\$125,636	\$96,874	\$94,321	\$101,555	\$95,337
Average Household Size	3.3	3.3	3.1	3.3	3.0
College Graduate %	25%	17%	19%	23%	37%
Owner Occupied %	92%	84%	80%	82%	69%
Renter Occupied %	8%	16%	20%	18%	31%
Median Owner Occupied Housing Value	\$503,644	\$427,484	\$428,801	\$478,169	\$562,209
Median Year Structure Built	2000	1998	1996	2000	1993
Average Travel Time to Work in Minutes	37	33	33	33	24
Source: Claritas					

As shown above, the current population within a 3-mile radius of the subject is 14,718, and the average household size is 3.3. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Tooele County overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is \$96,874, which is lower than the household income for Tooele County. Residents within a 3-mile radius have a lower level of educational attainment than those of Tooele County, while median owner-occupied home values are considerably lower.

Land Use

Predominant land uses in the immediate vicinity of the subject include a mix of industrial and commercial uses. Land use characteristics of the area are summarized below.

Surrounding Area Land Uses	
Character of Area	Small Town - Non Metro
Predominant Age of Improvements (Years)	New to 30 years
Predominant Quality and Condition	Average
Approximate Percent Developed	30%
Infrastructure and Planning	Average
Predominant Location of Undeveloped	All directions
Prevailing Direction of Growth	North

Immediate Surroundings

North	Single Family Residential
South	Vacant land, Single Family Residential
East	Vacant land, Single Family Residential
West	Single Family Residential

Outlook and Conclusions

The area is in the stability stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase over the long term.

In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Ratings

Highway Access	Below Average
Demand Generators	Average
Convenience to Support Services	Below Average
Convenience to Public Transit	Below Average
Employment Stability	Average
Neighborhood Amenities	Average
Police and Fire Protection	Average
Barriers to Competitive Entry	Average
Price/Value Trends	Stable
Property Compatibility	Average

Surrounding Area Map



Property Analysis

Land Description and Analysis

Location

The property is located on the east side of Dapple Drive at the point where it connects to Pinto Parkway. The subject has an interior location.

Land Area

The following table summarizes the subject's land area.

Land Area Summary			
Tax ID	SF	Acres	Legal Description
21-057-0-0013	204,732	4.70	LOT 13, THE RANCH AT PINE CANYON SUBDIVISION, A SUBDIVISION OF TOOELE COUNTY.
Source: Public Records			

Shape and Dimensions

The site is irregular in shape, with dimensions of approximately ± 345 feet in width and ± 600 feet in depth. Site utility based on shape and dimensions is average.

Topography

The site is gently sloping. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

Flood Hazard Status

Community Panel Number	49045C1675C
Date	November 18, 2009
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

FEMA Zone X: Areas determined to be outside the 500-year flood plain.

Seismic Hazard Status

Based on review of available liquefaction maps obtained from the Utah Geological Survey, the subject is located in an area of very low risk of significant seismic activity.

Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Ground Stability

A soils report was not provided for review. Based on the inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, soils analyses are beyond the scope of expertise of the assignment participants. It is assumed the subject's soil bearing capacity is sufficient to support a variety of uses, including those permitted by zoning.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage

Street	Dapple Dr
Frontage Feet	345
Paving	Asphalt
Curbs	None
Sidewalks	None
Lanes	2 way, 1 lane each way
Direction of Traffic	North/South
Condition	Good
Traffic Levels	Low
Signals/Traffic Control	None
Access/Curb Cuts	Adequate
Visibility	Average

Utilities

Utilities available to the subject are summarized below.

Utilities	
Service	Provider
Water	Well, Lincoln Cullinary
Sewer	Septic
Electricity	Rocky Mountain Power
Natural Gas	Enbridge Gas
Local Phone	Multiple providers

Zoning

The subject is within the LI, Rural Residential zone, which is intended to “provide locations for light industrial assembly and manufacturing uses that produce no appreciable negative impact to adjacent properties”. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary	
Zoning Jurisdiction	Tooele County
Zoning Designation	RR-5
Description	Rural Residential
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	large-lot single family residential
Category	Zoning Requirement
Minimum Lot Area	Minimum lot size is 5 acres (217,800 sq. ft.). A six (6) percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.
Minimum Street Frontage (Feet)	50 feet
Minimum Lot Width (Feet)	220 feet
Minimum Setbacks (Feet)	Front: 30 feet; Side: 20 feet; Rear: 50 feet
Maximum Building Height	35 feet
Maximum Site Coverage	10%
Parking Requirement	2 spaces for each residential dwelling unit
Source: Tooele County Zoning Ordinance	

According to the local planning department, there are no pending or prospective zoning changes.

Interpretation of zoning ordinances is beyond the scope of expertise of the assignment participants. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

There are no other known land use regulations that would affect the property.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include large-lot single family residential. No other restrictions on development are apparent.



View of property facing southeast



View of property facing east



Street Scene

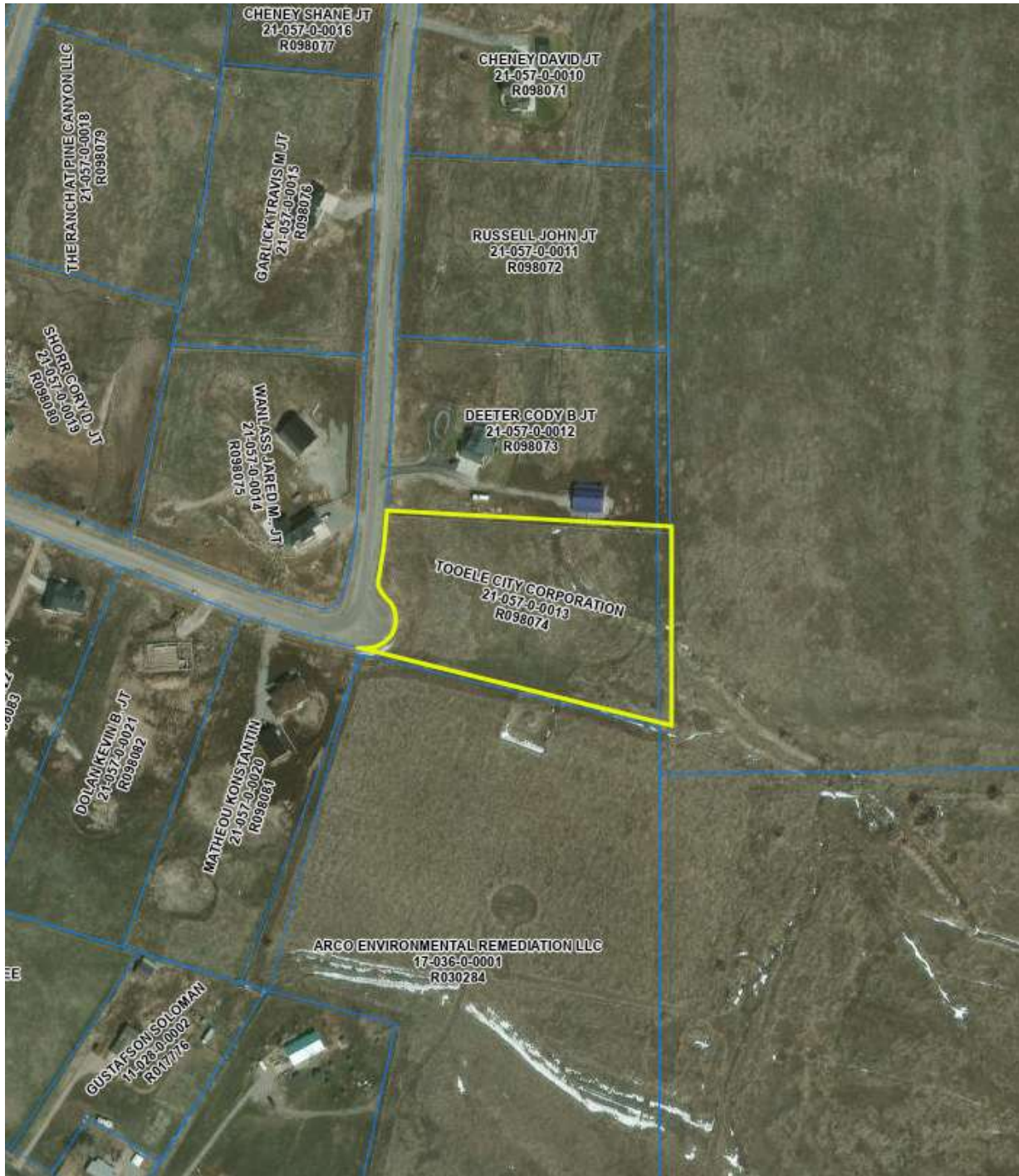


Street Scene



Street Scene

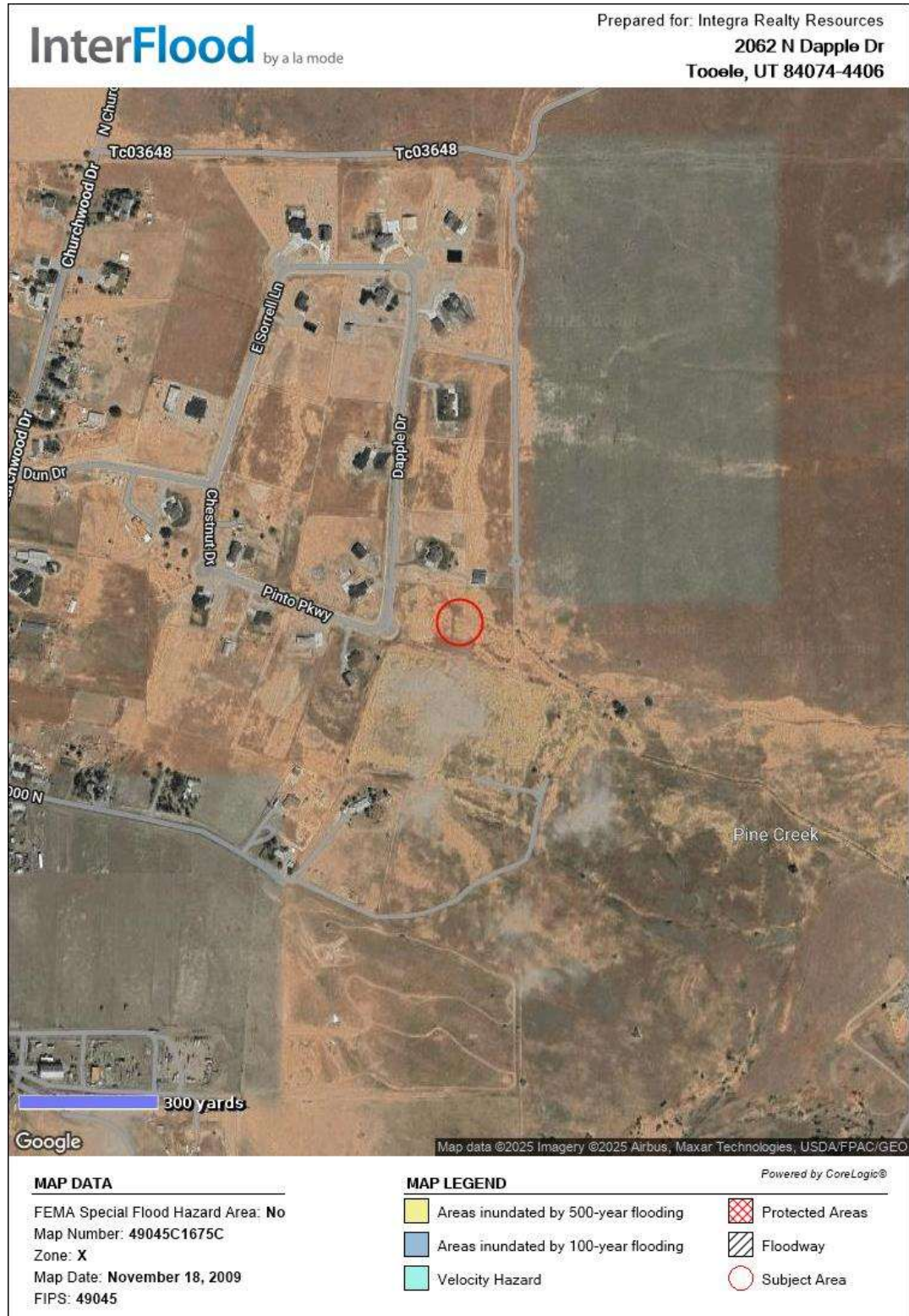
Aerial Image



Plat Map

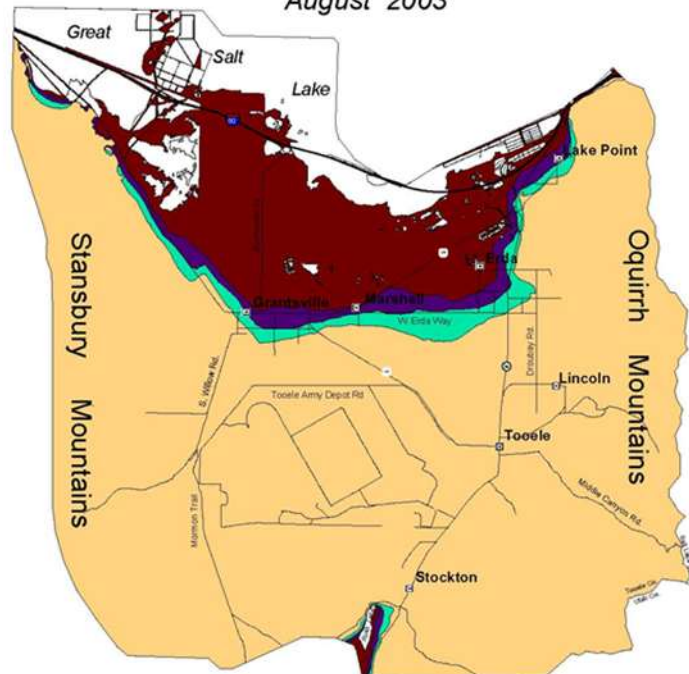


Flood Hazard Map



Liquefaction Hazard Map

Liquefaction Susceptibility Map for Tooele Valley
Tooele County, Utah
Utah Geological Survey
Public Information Series 80
August 2003



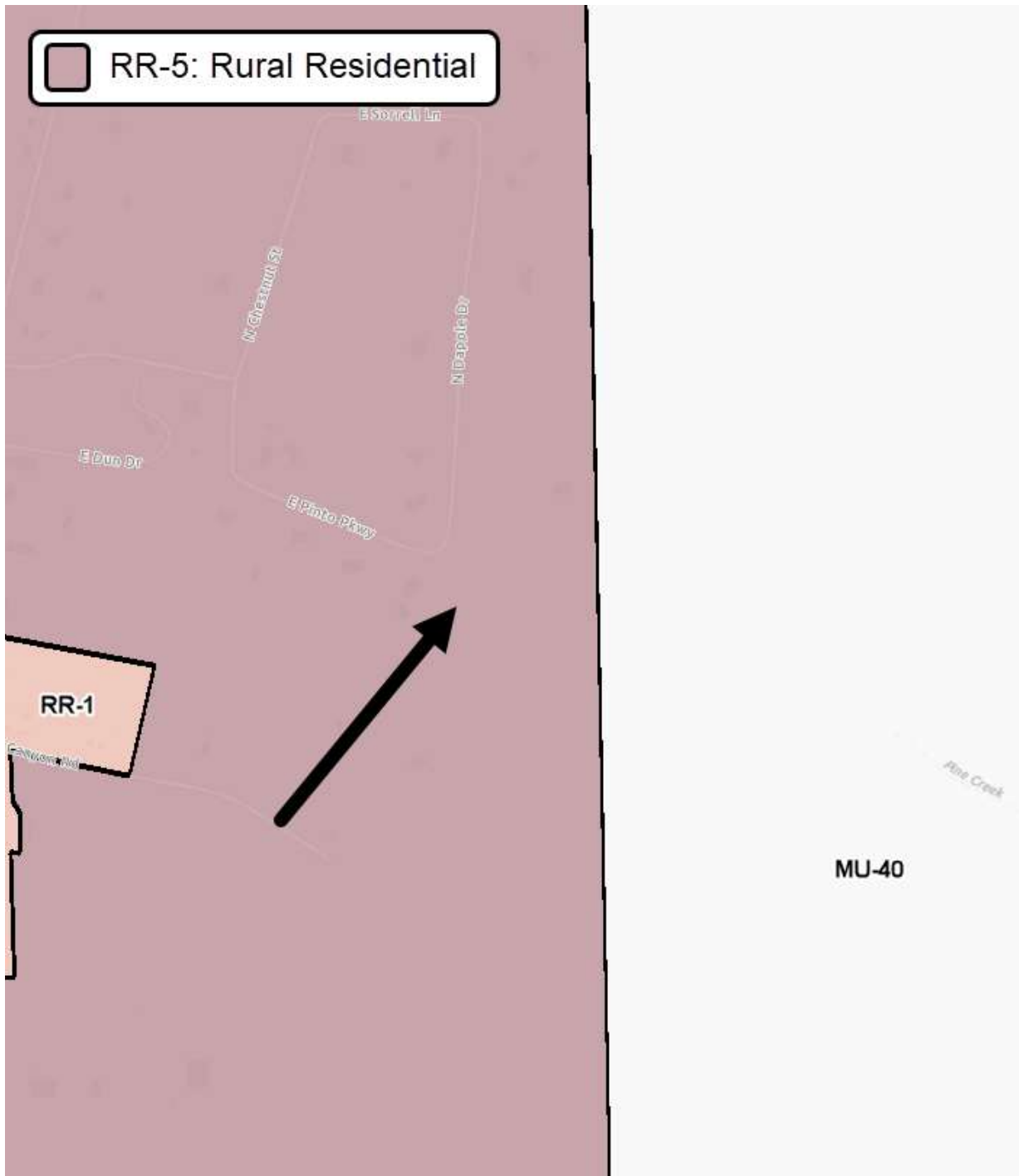
This map is for general reference only.

Base map from U.S. Geological Survey 30x60-minute topographic quadrangles of Tooele, Rush Valley, and Bonneville Salt Flats. Liquefaction susceptibility map from Black, B.D., Solomon, D.J., and Harty, K.M., 1999, Geologic and geologic hazards of Tooele Valley and the West Desert hazardous industry area, Tooele County, Utah; Utah Geological Survey Special Survey Study 96, 65 p., scale 1:100,000.

Digitally compiled by Kami Bremner and Deanna Halseth
Utah Geological Survey



Zoning Map



Real Estate Taxes

Real estate tax assessments are administered by Tooele County and are estimated by jurisdiction on a case-by-case basis. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The tax rate varies depending on a given county's budget.

The subject parcel is owned by Tooele City and is tax exempt.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2024						
Tax ID	Assessed Value			Taxes and Assessments		
	Land	Improvements	Total	Ad Valorem Tax Rate	Taxes	Total
21-057-0-0013	\$328,750	\$0	\$328,750	1.270800%	Exempt	Exempt

Based on the concluded market value of the subject, the assessed value appears low.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for residential use.

Legally Permissible

The site is zoned RR-5, Rural Residential. Permitted uses include large-lot single family residential. This is primarily an industrial zone. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only residential use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for residential use in the subject's area. It appears a residential use on the site would have a value commensurate with its cost. Therefore, residential use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than residential use. Accordingly, residential use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for residential use is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as though vacant.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a builder.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

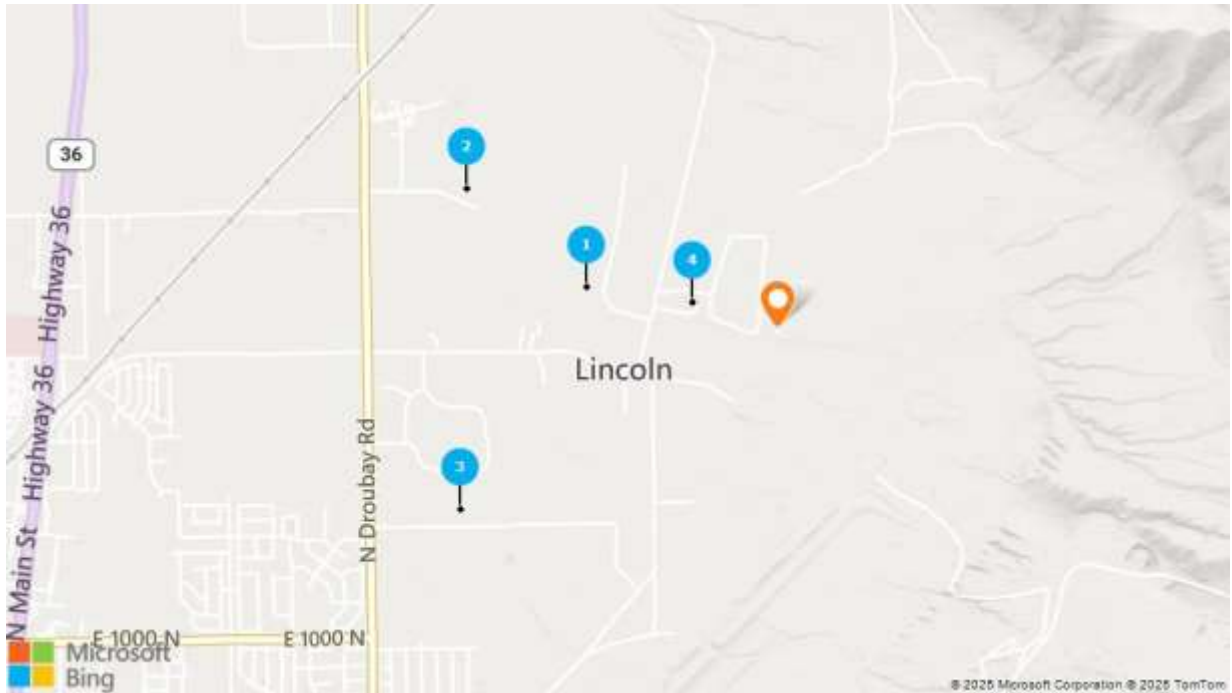
To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. The research focused on transactions within the following parameters:

- Location: Tooele County, Utah
- Size: 5 acres or less
- Use: Low Density Residential
- Transaction Date: February 2024 to Present

For this analysis, price per overall sale price is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales						
No.	Name/Address	Sale Date; Status	Sale Price	SF; Acres	Zoning	\$/SF Land
1	Lot 15, Heritage Estates 2175 N. Lincoln Ln. Tooele Tooele County UT Comments: Ensign Commercial Group sold this 2.55-acre lot to a private investor for \$1,331,112, or \$522,005 per acre. The property was zoned CG at the time of sale.	Feb-24 Recorded	\$350,000	217,800 5.00	RR-5	\$1.61
2	Lot 14, The Ranches 1475 E. Spring Canyon Rd. Tooele Tooele County UT	Nov-24 Recorded	\$400,000	206,474 4.74	RR-5	\$1.94
3	Lot 5, Meadowbrook 1451 E. Meadowbrook Dr. Tooele Tooele County UT	Mar-25 Recorded	\$350,000	204,732 4.70	RR-5	\$1.71
4	Lot 1, The Ranches at Pine Canyon 2068 E. Dun Dr. Tooele Tooele County UT	Jul-25 Listing	\$410,000	205,168 4.71	RR-5	\$2.00
Subject Lot 13, The Ranch at Pine Canyon Subdivision Tooele, UT				204,732 4.70	RR-5	

Comparable Land Sales Map





Sale 1
Lot 15, Heritage Estates



Sale 2
Lot 14, The Ranches



Sale 3
Lot 5, Meadowbrook



Sale 4
Lot 1, The Ranches at Pine Canyon

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related-parties transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences; convenience to transportation facilities; traffic counts.
Street Orientation	Ease of site access; visibility from main thoroughfares; corner/interior lots
Size	Inverse relationship that often exists between parcel size and unit value.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.
Utilities	Utilities readily available for development on or near the site.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are

merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Real Property Rights Conveyed

All of the sales are in the fee simple estate. No adjustments are necessary.

Financing Terms

For this analysis, no adjustments are necessary.

Conditions of Sale

Sale 4 represents a property listing. Actual sales prices are typically below the asking price. A downward adjustment is applied. No adjustments are required for the remaining sales.

Market Conditions

The sales took place from February 2024 to July 2025. In my study of market conditions for competitive properties (4 to 6 acre lots) in the competitive market area of northeastern Tooele County, the median lot sale price for the most recent 12 months was \$350,000; the median lot sale price for prior 12 months was also \$350,000. This represents an stable trend in the market with no change in median sale price over the 24 month study period.

Location

All of the sales are reasonably similar to the subject and require no adjustment.

Physical Characteristics

This adjustment category generally reflects differences such as site size, functional utility, zoning, street orientation, and availability of utilities. Appropriate adjustments are discussed and applied.

Street Orientation: All of the sales are similar to the subject and require no adjustment.

Size: The comparables range from 4.70 to 5.00 acres in size. All of the sales is similar to the subject and requires no adjustments.

Shape and Topography: Each of the comparables has a shape, topography and functionality that is similar to the subject. No adjustments are necessary.

Zoning: All of the sales are similar to the subject and require no adjustment.

Utilities: Sales 1, 3 and 4 are similar to the subject and requires no adjustments. Sale 2 includes a 400 foot deep well with 10" casings and a pump. This is superior to the subject and a downward adjustment is necessary.

Entitlements/Infrastructure: All of the sales are similar to the subject as finished lots and require no adjustment. was raw land at the time of sale and is inferior to the subject. Upward adjustments are applied.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Lot 13, The Ranch at Pine Canyon Subdivision	Lot 15, Heritage Estates	Lot 14, The Ranches	Lot 5, Meadowbrook	Lot 1, The Ranches at Pine Canyon
Address	2062 N Dapple Dr	2175 N. Lincoln Ln.	1475 E. Spring Canyon Rd.	1451 E. Meadowbrook Dr.	2068 E. Dun Dr.
City	Tooele	Tooele	Tooele	Tooele	Tooele
County	Tooele	Tooele	Tooele	Tooele	Tooele
State	Utah	UT	UT	UT	UT
Sale Date		Feb-24	Nov-24	Mar-25	Jul-25
Sale Status		Recorded	Recorded	Recorded	Listing
Sale Price		\$350,000	\$400,000	\$350,000	\$410,000
Square Feet	204,732	217,800	206,474	204,732	205,168
Acres	4.70	5.00	4.74	4.70	4.71
Sale Price		\$350,000	\$400,000	\$350,000	\$410,000
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—
Financing Terms		Cash to seller -	Cash to seller -	Cash to seller	—
% Adjustment		—	—	—	—
Conditions of Sale		—	—	—	-10%
% Adjustment		—	—	—	—
Market Conditions	9/25/2025	Feb-24	Nov-24	Mar-25	Jul-25
Annual % Adjustment	Variable	—	—	—	—
Cumulative Adjusted Price		\$350,000	\$400,000	\$350,000	\$369,000
Location		—	—	—	—
Street Orientation		—	—	—	—
Size		—	—	—	—
Shape and Topography		—	—	—	—
Zoning		—	—	—	—
Utilities		—	-10%	—	—
Entitlements/Infrastructure		—	—	—	—
Net \$ Adjustment		\$0	-\$40,000	\$0	\$0
Net % Adjustment		0%	-10%	0%	0%
Final Adjusted Price		\$350,000	\$360,000	\$350,000	\$369,000
Overall Adjustment		0%	-10%	0%	-10%
Range of Adjusted Prices		\$350,000 - \$369,000			
Average		\$357,250			
Indicated Value		\$360,000			

Land Value Conclusion

Prior to adjustments, the sales reflect a range of \$350,000 - \$410,000 per overall sale price. After adjustment, the range is narrowed to \$350,000 - \$369,000 per overall sale price, with an average of \$357,250 per overall sale price.

Based on the preceding analysis, the land value conclusion for the subject is presented as follows:

Land Value Conclusion

Indicated Value	\$360,000
-----------------	-----------

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion is as follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	September 25, 2025	\$360,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 1-3 months.

Marketing Time

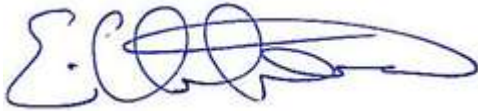
Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 1-3 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Darrin W. Liddell, MAI, AI-GRS, CCIM, did not make a personal inspection of the property that is the subject of this report. Eric B. Christensen has personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Darrin W. Liddell, MAI, AI-GRS, CCIM has completed the continuing education program for Designated Members of the Appraisal Institute.

A stylized, cursive signature in blue ink, appearing to read 'E. Christensen'.

Eric B. Christensen
Utah Certified General Real Estate Appraiser
#5491821-CG00

A cursive signature in blue ink, clearly legible as 'Darrin W. Liddell'.

Darrin W. Liddell, MAI, AI-GRS, CCIM
Utah Certified General Real Estate Appraiser
#6077208-CG00

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates, and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report, but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Salt Lake City, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Salt Lake City is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Salt Lake City. In addition, it is expressly agreed that in**

- any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Salt Lake City is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications



Eric B. Christensen

Experience

Mr. Christensen is a Director at Integra Realty Resources Salt Lake City. He joined IRR in April 2020. He has spent roughly 25 years assisting lenders, private organizations, and government agencies with real estate appraisal and consulting services. Eric specializes in High Value Single Family Residential Properties, Residential Subdivisions, and Apartments.

Professional Activities & Affiliations

410 - USPAP Part A - 2000
420 - USPAP Part B- 2002
430 - USPAP Part C - 2000
500 - Advanced Residential Form & Narrative Report Writing- 2001
510 - Advanced Income Capitalization- 2001
520 - Highest and Best Use and Market Analysis - 2006
530 - Advanced Sales Comparison and Cost Approaches - 2003
540 - Report Writing and Valuation Analysis- 2000
550 - Advanced Applications – 2006
Forecasting Revenue – 2009
Marshall & Swift Commercial Cost Training – 2009
Business Practices and Ethics – 2010
Subdivision Valuation – 2015
7 Hour National USPAP Update Course – 2019

Licenses

Utah, Certified General, 5491821-CG00, Expires May 2027
Idaho, Certified General, CGA-5911, Expires August 2026

Education

Bachelor of Science Degree in Business Management



Integra Realty Resources - Salt Lake City

5107 South 900 East
Suite 200
Salt Lake City, UT 84117

T 801.263.9700

irr.com



STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
Active

DATE ISSUED: 05/24/2001

EXPIRATION DATE: 05/31/2027

LICENSE NUMBER: 5491821-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: ERIC B CHRISTENSEN
5107 South 900 East
Suite 200
Murray UT 84117



A handwritten signature in blue ink, appearing to read "Eric B Christensen".

SIGNATURE OF HOLDER

A handwritten signature in blue ink, appearing to read "X. Veilleux".

REAL ESTATE DIVISION DIRECTOR

Darrin W. Liddell, MAI, AI-GRS, CCIM

Experience

Executive Director and full time commercial real estate appraiser/consultant for Integra Realty Resources-Salt Lake City/Denver since November 2005. He has spent over 30 years assisting clients with commercial real estate valuation and consultation. He provides these services to a variety of commercial, private and government organizations.

Darrin specializes in a wide range of property valuations and generates complex feasibility and cash flow analyses. He has experience with a wide variety of real estate types including but not limited to mixed-use, retail, multi-family, office, and industrial. He also specializes in automobile dealership valuation. By understanding the dynamics of a wide variety of real estate sectors, Darrin helps prepare clients to make complex real estate decisions.

Darrin is a member of the Appraisal Institute (MAI and AI-GRS) and is a Certified Commercial Investment Member (CCIM). He has enjoyed teaching real estate principles, investment, and appraisal courses in the Masters of Business Administration (MBA), Masters of Real Estate Development (MRED), and undergraduate programs at the University of Utah David Eccles School of Business for nearly 30 years.

Professional Activities & Affiliations

BS-Finance - University of Utah

MBA - University of Utah

MAI Designation, Appraisal Institute, January 1997

AI-GRS Designation, Appraisal Institute, January 1997

CCIM Designation, The CCIM Institute, June 2002

MAP Training, U.S. Department of Housing and Urban Development, 2009

Instructor: Adjunct Assistant Professor of Finance; University of Utah, David Eccles School of Business, Department of Finance from 1994 to present.

Course: Real Estate Principles (Finance 4740 and 6740).

Course: Real Estate Appraisal and Investment (Finance 5770 and 6780).

Course: Real Estate Analysis (Finance 6770).

Experience Review Committee: State of Utah, Department of Commerce Division of Real Estate from 1994 to present.

Board of Director: Appraisal Institute - Utah Chapter from 2003 to 2009.

President: Appraisal Institute - Utah Chapter in 2008.

University of Utah Business Alumni Association, Board of Directors from 2003 to 2006.

Board of Director: Integra Realty Resources, October 2016

Chairman of the Board: Integra Realty Resources (January 2021 to Present)

California Elimination of Bias and Cultural Competency for Appraisers, January 2023

Licenses

Idaho, Certified General Appraiser, CGA-246, Expires March 2026

Wyoming, Certified General Appraiser, Permit #401, Expires December 2027

Montana, Certified General Appraiser, 685, Expires March 2026

Arizona, Certified General Appraiser, 31725, Expires June 2027

Texas, Certified General Appraiser, 1380412, Expires February 2027



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Salt Lake City, UT 84117

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Darrin W. Liddell, MAI, AI-GRS, CCIM

Licenses (Cont'd)

California, California, 3002918, Expires February 2027
Nevada, Certified General Appraiser, A.0207472-CG, Expires March 2027
New Mexico, Certified General Appraiser, 03679-G, Expires April 2027
Michigan, Certified General Appraiser, 1201076768, Expires July 2027
Washington, Certified General Appraiser, 21002657, Expires March 2026
Florida, Certified General, RZ3810, Expires November 2026
Georgia, Certified General, 402618, Expires March 2026
Utah, Certified General, 5450608-CG00, Expires June 2027
Colorado, Certified General, CG100003724, Expires December 2025
Nebraska, Certified General, CG2024012R, Expires December 2025
Virginia, Certified General Appraiser, 4001018711, Expires July 2026
North Dakota, Certified General, CG-224124, Expires December 2025
Kentucky, Certified General Appraiser, 292793, Expires July 2026
Wisconsin, Certified General Appraiser, 3112-10, Expires December 2025
Delaware, Certified General Appraiser, X1-0010825, Expires October 2027
South Dakota, Certified General Appraiser, 1747CG-R, Expires September 2025

Education

MBA, University of Utah, June 1993
Bachelor of Science, University of Utah, June 1991
Major: Finance; Minor: Sociology

Qualified Before Courts & Administrative Bodies

2009: Wilburgene v. Kirk Blosch, et al.
2011: National Surety Company v. Questar Gas Company
2012: 910 Cattle Company v. Stoel Rives, LLP, et al.
2012: Traverse Mountain Enterprises, LLC vs. Fox Ridge, LLC, et al
2013: 910 Cattle Company v. Stoel Rivers LLP, et al
2014: SA Group Properties, Inc. v. Highland Marketplace, L.C.
2014: McGillis Investment Company, LLP v. Callister Nebeker & McCullough and W. Jeffery Fillmore

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5107 South 900 East
Suite 200
Salt Lake City, UT 84117

T 801.263.9700

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STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
Active

DATE ISSUED: 05/03/1993

EXPIRATION DATE: 06/30/2027

LICENSE NUMBER: 5450608-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: Darrin Wayne Liddell
2478 E BRAMBLE WAY
HOLLADAY UT 84117



Darrin W Liddell

SIGNATURE OF HOLDER

X. Weilllette

REAL ESTATE DIVISION DIRECTOR

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

IRR Quality Assurance Survey



IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D

Zoning Ordinance

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

- (8) Required improvements:
- (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments. (Ord. 2015-21, 4/21/15; Ord. 2005-30,11/22/05)

PART 15-3 RURAL RESIDENTIAL DISTRICTS

Section

15-3-1. Purposes of rural residential districts.

15-3-2. RR-1 development restrictions.

15-3-3. RR-5 development restrictions.

15-3-4. RR-10 development restrictions.

15-3-1. Purposes of rural residential districts.

(1) The purposes of rural residential districts are to promote and preserve in appropriate areas conditions favorable to large-lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public services. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.

(2) The rural residential zoning districts in Tooele County are RR-1, RR-5, and RR-10. (Ord. 2005-30, 11/22/05)

15-3-2. RR-1 development restrictions.

The development restrictions in RR-1 zoning districts are as follows:

(1) Minimum lot size is one (1) acre (43,560 sq. ft.). An up to six percent (6%) reduction in minimum lot size shall be allowed for the dedication of collector class type roads with a cross-section width 80 feet or larger or a portion thereof providing residential access to the proposed development. The collector class type road must be in an appropriate location which the County has determined is useful, and the road shall be finished within 15 years from the approval date of the reduction in lot size. The cumulative square footage reduction in minimum lot size within the subdivision development shall be equal to the square footage of the dedicated portion of the collector class type road, up to a maximum of a six percent (6%) reduction in minimum lot sizes for the development. Residential dwellings are not allowed to front onto collector class roads.

(2) Minimum width – 125 feet.

(3) Minimum frontage on a public street or an approved private street – 25 feet.

(4) Minimum yard setback requirements:

- (a) front yard – 30 feet,
- (b) rear yard:
 - (i) main building – 30 feet, and
 - (ii) accessory buildings – 10 feet
- (c) side yard:
 - (i) main building – 15 feet; and
 - (ii) accessory buildings:

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

- 1. from the front setback to distance ten feet behind the main dwelling – 15 feet.
 - 2. from a distance ten feet behind the dwelling to the rear of the lot – 10 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height – 35 feet
- (7) Maximum building coverage: 20%
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments. (Ord. 2019-08, 5/7/19; Ord. 2005-30,11/22/05)

15-3-3. RR-5 development restrictions.

The development restrictions in RR-5 zoning districts are as follows:

(1) Minimum lot size is 5 acres (217,800 sq. ft.). A six (6) percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.

(2) Minimum width – 220 feet.

(3) Minimum frontage on a public street or an approved private street – 50 feet.

(4) Minimum yard setback requirements:

- (a) front yard – 30 feet,
- (b) rear yard:
 - (i) main building – 50 feet, and
 - (ii) accessory buildings – 10 feet
- (c) side yard:
 - (i) main building – 20 feet; and
 - (ii) accessory buildings:
 - 1. from the front setback to distance ten feet behind the main dwelling – 20 feet.
 - 2. from a distance ten feet behind the dwelling to the rear of the lot – 10 feet.

(5) On corner lots, two front yards and two side yards are required.

(6) Maximum building height – 35 feet

(7) Maximum building coverage: 10%

(8) Required improvements:

- (a) street grading;
- (b) street base;
- (c) on-site surface drainage facilities;
- (d) culinary water facilities;
- (e) wastewater disposal; and
- (f) street monuments. (Ord. 2005-30,11/22/05)

15-3-4. RR-10 development restrictions.

The development restrictions in RR-10 zoning districts are as follows:

(1) Minimum lot size is 10 acres (435,600 sq. ft.). A six (6) percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.

(2) Minimum width – 330 feet.

(3) Minimum frontage on a public street or an approved private street – 60 feet.

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15-5-3. Use tables.

Table 15-5-3.1. Agriculture, forestry and keeping of animals. (Ord. 2021-39, 8/17/21; Ord. 2020-32, 11/16/20; Ord. 2018-04, 5/15/18; Ord. 2015-21, 4/21/15; Ord. 2009-07, 2/3/09; Ord. 2006-24, 9/5/06; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
a	Accessory buildings and uses customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P	P
c	Agricultural industry or business	C	C	C	C	C	C	C	-	-	-
d	Apiary (beehives)	P	P	P	P	P	P	P	P	P	P
e	Aviary	P	P	P	P	P	P	P	-	C	P
f	Educational Farm Animals (intended for FFA, 4H and/or similar) and/or Rehabilitation of Farm Animals – The planning commission may authorize up to a 50% increase in allowable animal units, specifically allocated for the keeping of educational farm animals and/or rehabilitation of farm animals as a conditional use in Rural Residential zones, subject to the following information being provided: 1. Documented proof that the increased animal counts are strictly being authorized for educational and/or rehabilitation purposes. 2. A detailed list of all animal types and counts located on the property.	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.1. Agriculture, forestry and keeping of animals. (Ord. 2021-39, 8/17/21; Ord. 2020-32, 11/16/20; Ord. 2018-04, 5/15/18; Ord. 2015-21, 4/21/15; Ord. 2009-07, 2/3/09; Ord. 2006-24, 9/5/06; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	3. Documented proof that sufficient water rights exist and will be allocated towards the increased animal units. 4. Acknowledgement by the property owner that the zoning administrator and/or county may revoke or reduce the increased animal units, if the increased animal units are determined to be a nuisance.										
g	Farms devoted to raising and marketing of chickens, turkeys or other fowl or poultry, fish or frogs, hogs or swine including wholesale and retail sales	C	C	C	C	C	C	C	-	-	-
h	Feedlot (lot or parcel must have the minimum area required in the zone)	C	C	C	C	C	C	C	-	-	-
i	Forest industry, such as a saw mill, wood products plant, etc.	C	C	C	-	-	-	-	-	-	-
j	Forestry, except forest industry	P	P	P	P	P	P	P	P	P	P
k	Fruit or vegetable stand	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1
l	Household pets	P	P	P	P	P	P	P	P	P	P
	Maximum number of dogs as household pets:	5	5	5	5	5	5	5	3	3	3
m	Kennel (Minimum lot size: 4.7 acres; Minimum distance to all property lines 100 feet; Minimum distance to all neighboring dwellings to be 150 feet)										
	Kennel, boarding	C	C	C	C	C	C	C	-	-	C
	Kennel, breeding	C	C	C	C	C	C	C	-	-	C

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.1. Agriculture, forestry and keeping of animals. (Ord. 2021-39, 8/17/21; Ord. 2020-32, 11/16/20; Ord. 2018-04, 5/15/18; Ord. 2015-21, 4/21/15; Ord. 2009-07, 2/3/09; Ord. 2006-24, 9/5/06; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	Kennel, private	C	C	C	C	C	C	C	-	C	C
n	Personal agriculture, including grazing and pasturing of animals	P	P	P	P	P	P	P	P	P	P
o	Plant materials nursery or green-house, not exceeding 20,000 square feet in area	P	P	P	P	P	P	P	P	P	P
p	Riding academy or riding ring, horse show barns or facilities	C	C	C	C	C	C	C	-	C	C
q	Rooftop mounted solar arrays	-	-	-	P	P	P	P	P	P	P
r	Stable										
	Stable (horses), commercial	P	P	P	P	P	P	P	-	-	-
	Stable (horses), private. The planning commission may authorize up to a 50% increase in allowable animal units, specifically allocated for the keeping of horses as a conditional use in Rural Residential zones, subject to the following information being provided: 1. A detailed list of all animal types and counts located on the property. 2. A detailed site plan, indicating where the proposed stable will be constructed in relation to all existing buildings and surrounding neighbors. 3. The floorplan for the proposed stable, showing adequate accommodations	P	P	P	P	P	P	P	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.1. Agriculture, forestry and keeping of animals. (Ord. 2021-39, 8/17/21; Ord. 2020-32, 11/16/20; Ord. 2018-04, 5/15/18; Ord. 2015-21, 4/21/15; Ord. 2009-07, 2/3/09; Ord. 2006-24, 9/5/06; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	for the anticipated number of animal units for horses. 4. Documented proof that sufficient water rights exist and will be allocated towards the increased animal units. 5. Acknowledgement by the property owner that the zoning administrator and/or county may revoke or reduce the increased animal units, if the increased animal units are determined to be a nuisance.										
s	Storage, placement, keeping, locating, parking, maintaining, and keeping of agricultural equipment	P	P	P	P	P	P	P	P	P	P
t	Temporary Animal Housing The Planning Commission may authorize a temporary 50% increase in allowable animal units (not to exceed 6 months within any 12-month period) for farm animals that may need to be temporarily relocated to a property located in the Rural Residential zones as a conditional use permit, subject to the following information being provided: 1. An explanation for the temporary increase in animal units.	P	P	P	P	P	P	P	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.1. Agriculture, forestry and keeping of animals. (Ord. 2021-39, 8/17/21; Ord. 2020-32, 11/16/20; Ord. 2018-04, 5/15/18; Ord. 2015-21, 4/21/15; Ord. 2009-07, 2/3/09; Ord. 2006-24, 9/5/06; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	2. A detailed list of all animal types and counts located on the property. 3. Detailed information regarding how the property owner intends to prevent the temporary increase from becoming a nuisance. 4. Acknowledgement by the property owner that the zoning administrator and/or county may revoke or reduce the increased animal units, if the increased animal units are determined to be a nuisance.										
u	Urban Farming Assessment Act (per Title 2, Chapter 8 of the Tooele County Code)	-	-	-	P	-	-	-	P	P	-

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
a	Accessory buildings and uses customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P	P

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
c	Adult day care	C	C	C	C	C	C	C	C	C	C
d	Beer sales at public recreational facilities where it has been approved by the Board of County Commissioners.	C	C	C	-	-	C	C	-	-	-
e	Canals, evaporation ponds, settlement ponds, and mining operations, all in connection with the concentration and purification of naturally occurring brines and the extraction of salts from the brines	C	C	C	-	-	-	-	-	-	-
f	Cannabis production establishment (not allowed within 1,000 feet of a community location or 600 feet of a primarily residential zone).	C	C	C	C	C	C	P	-	-	-
g	Childcare, commercial	C	C	C	C	C	C	C	C	C	C
h	Childcare, residential, that complies with the following conditions: 1. No more than sixteen (16) children with up to eight (8) children per one (1) adult working at the day care, shall be permitted. This includes no more than two children under the age of two. The number of children in care includes the providers' own children under the age of four. Further guidelines for supervision and ratio are	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	found in the State of Utah's residential certificate rules: Supervision and Ratios. 2. There shall be no more than one (1) adult employed by the day care facility who resides outside of the home. 3. The day care shall be licensed with the State of Utah, and will cease operation upon revocation, suspension or failure to renew license. 4. The inside and outside areas that are used for the day care shall be made to conform to the standards of the current and any future updates of the Uniform Building Code. 5. All childcare activities shall take place at the home unless written consent by parent or guardian. All indoor and outdoor activities shall be in accordance with the State of Utah's Residential Certificate Rules: Indoor Environment, Outdoor Environment and Activities. 6. The hours of operation shall be no more than 6:00 a.m. to 9:00 p.m., Monday through Saturday with outside activities restricted										

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	to the hours of 9:00 a.m. to 4:00 p.m. 7. The childcare facility shall comply with the requirements of the Tooele County Health Department, the Utah Department of Health and any other local health departments for child day care facilities. 8. Meals and treats shall be provided in accordance with the Tooele County Health Department Regulations and State of Utah's Residential Certificate Rules: Child Nutrition. 9. The employees of the Department of Engineering, Tooele County Health Department, Tooele County Sheriff's Department and the Utah Department of Health shall be permitted to inspect the day care facility during its hours of operation.										
i	Construction equipment and supply trailer, temporary	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1
j	Construction field office, temporary	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1
k	Cottage industry that may be permitted to employ up to 10 employees that reside outside of the dwelling and may allow more than five customers per	C	C	C	C	C	C	C	-	-	C

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	day, at any one time, providing adequate off-street parking can be made available on the property.										
I	Electromagnetic Interference Testing (As described by FCC Docket No. 20780, Amendment 79-555 Governing Restricted Radiation Devices) (Rev. Or. 81-4)	C	C	C	C	C	C	C	C	C	C
m	Home based businesses that may be permitted to employ up to 10 employees that reside outside of the dwelling and may allow more than five customers per day, at any one time, providing adequate off-street parking can be made available on the property.	C	C	C	C	C	C	C	-	-	C
n	Home occupations										
	Home occupations with the following conditions: 1. No customers coming to the home. Deliveries are made to customers only.	P	P	P	P	P	P	P	P	P	P
	Home occupations with the following conditions: 1. Allows up to five customers a day, given sufficient off-street parking is provided. 2. No more than two employees hired that reside outside of the dwelling, provided off-street parking is provided.	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	3. Classes or education may be provided in structures or outside on the premise provided they do not cause a nuisance to surrounding neighbors.										
o	Medical cannabis pharmacy (not allowed within 1,000 feet of a community location or 600 feet of a primarily residential zone).	C	C	C	C	C	C	C	-	-	-
p	Preschool with the following conditions: 1. All pre-school activities shall take place inside the residence. The students shall remain in the home except when an outdoor activity is related to the child's education or arriving to school and leaving school. 2. No food shall be prepared and served in the home for consumption by the students. 3. There shall be no more than one (1) adult employed by the preschool who resides outside of the home. 4. The inside area that is used as the preschool be made to conform to those standards of the current and any future updates of	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.2. Commercial and industrial uses. (Ord. 2024-10, 10/1/24; Ord. 2022-34, 12/6/22; Ord. 2015-21, 4/21/15; Ord. 2009-27, 10/20/09; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	the building code for such a use. 5. The preschool shall comply with the requirements of the Tooele County Health Department, and any other local health departments for preschool facilities. 6. The preschool may operate Monday through Friday, with two (2) separate two and one half (2 1/2) hour sessions. The hours of operation shall be between 8:30 a.m. and 4:00 p.m. 7. No more than sixteen (16) children, with up to eight (8) children per one (1) adult working at the preschool, shall be permitted.										
q	Processing and composting of State regulated Class A, B, and C bio-solids and other acceptable organic waste such as chicken manure	C	C	C	C	C	C	C	-	-	-
r	Radio and television transmitting stations or towers	C1	C1	C1	C1	C1	C1	C1	-	-	-
s	Storage, placement, keeping, locating, parking, maintaining, keeping of commercial, construction, military surplus, or specialized equipment	C	C	C	-	-	-	-	-	-	-

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
a	Accessory buildings and uses customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P	P
c	Accessory dwelling units (internal) Subject to the following conditions, one internal accessory dwelling unit ("internal ADU") may be located within each primary dwelling: 1. No more than one ADU may be located on any parcel 2. The primary dwelling must be occupied as the primary residence of an owner of record 3. The internal ADU must be subordinate to the primary dwelling 4. The internal ADU must use the same house number as the primary dwelling 5. Each internal ADU must have at least one on-parcel parking space, which must be in addition to the parking space(s) required for the primary dwelling 6. The internal ADU must not exceed 1,500 square feet of gross floor area	P	P	P	P	P	P	P	P	P	P

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	7. No internal ADU may be rented for a period of less than 30 consecutive days 8. Internal ADUs must comply with all applicable building, health, and fire codes 9. The county will record a notice stating that the primary dwelling contains an internal ADU and that the internal ADU may only be used in accordance with the county's regulations										
d	Accessory dwelling units (detached) Subject to the following conditions, one detached accessory dwelling unit ("detached ADU") may be located on each parcel that contains a primary dwelling: 1. No more than one ADU may be located on any parcel 2. The primary dwelling must be occupied as the primary residence of an owner of record 3. The detached ADU must be, or must be located in, a structure that is subordinate to the primary dwelling 4. The detached ADU cannot be converted to an autonomous dwelling and cannot be partitioned or	C	C	C	C	C	C	C	C	C	C

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	conveyed separately from the primary dwelling 5. The detached ADU must use the same house number as the primary dwelling 6. Each studio or one bedroom detached ADU must have at least one on-parcel parking space, which must be in addition to the parking space(s) required for the primary dwelling 7. Each two or more bedroom detached ADU must have at least two on-parcel parking spaces, which must be in addition to the parking space(s) required for the primary dwelling 8. The detached ADU must not exceed 1,500 square feet of gross floor area 9. The exterior design (architectural style, construction, materials, colors, landscaping, etc.) of the detached ADU must be compatible with the exterior design of the primary dwelling 10. The location of the detached ADU must not significantly impair the privacy, light, air, solar										

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	access, access or parking of adjacent properties 11. The total of all structures on the parcel must not exceed the maximum building coverage allowed in the zoning district 12. The detached ADU must meet the setback requirements of the zoning district 13. The height of the detached ADU must not exceed the height of the primary dwelling 14. No detached ADU may be rented for a period of less than 30 consecutive days 15. Detached ADUs must comply with all applicable building, health, and fire codes 16. The county will record a notice stating that the parcel includes a detached ADU and that the detached ADU may only be used in accordance with the county's regulations										
e	Bed and breakfast, providing 1. The owner must reside in the residence. 2. The site must be maintained and landscaped so as to minimize the impact on neighboring	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	properties and in order to retain the character of the neighborhood. 3. The establishment shall not contain cooking facilities in guest rooms for preparation of meals by guests. 4. Meals are served only to residents and overnight guests. 5. The establishment shall conform to all applicable fire, building and health codes. 6. The establishment shall be open to inspection by the Tooele County Engineer, Sheriff, Health Department Director and their authorized personnel. 7. The establishment shall obtain and maintain a Tooele County business license.										
f	Conservation subdivisions	C	C	C	C	C	C	C	C	C	C
	i. within the Erda Township	-	-	-				-	-	-	-
	ii. percent of open space required for 100% density	65	75	85	40	45	50	65	35	40	45
	iii. minimum size of lots in acres	1	5	5	1	1	1	1	.25	.5	.75
	iv. for every 15% in contiguous open space, awarded 10% in density	A	A	A	A	A	A	A	A	A	A

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.3. Dwellings, living quarters and long or short-term residences. (Ord. 2022-22, 9/27/22; Ord. 2015-21, 4/21/15; Ord. 2012-10, 4/3/12; Ord. 2010-16, 8/24/10; Ord. 2007-18, 6/19/07; Ord. 2007-04, 2/13/07; Ord. 2005-30, 11/22/05; Ord. 2005-19, 6/21/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
	v. acres to be divided by conservation subdivisions	80	160	320	20	20	40	80	10	20	20
g	Dwellings or residential facilities for elderly or disabled persons	P	P	P	P	P	P	P	P	P	P
h	Farm or ranch housing	C	C	C	C	C	C	C	-	-	-
i	Single family dwellings	P	P	P	P	P	P	P	P	P	P
j	Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work	C1	C1	C1	C1	C1	C1	C1	C1	C1	C1
k	Two-family dwellings (duplex)	-	-	-	-	-	-	-	-	-	-
	i. within the Pine Canyon Township	P	P	P	P	P	P	P	P	P	P

Table 15-5-3.4. Public and quasi-public uses. (Ord. 2015-21, 4/21/15; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
a	Accessory buildings and uses customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses.	P	P	P	P	P	P	P	P	P	P

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Table 15-5-3.4. Public and quasi-public uses. (Ord. 2015-21, 4/21/15; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
c	Cemetery	C	C	C	C	C	C	C	C	C	C
d	Church	C	C	C	C	C	C	C	C	C	C
e	Dams and reservoirs	C	C	C	C	C	C	C	C	C	C
f	Private road	C	C	C	C	C	C	C	C	C	C
g	Public owned parks and recreational facilities	P	P	P	P	P	P	P	P	P	P
h	Public use, quasi-public use, essential services, including private school, with a curriculum corresponding to a public school	C	C	C	C	C	C	C	C	C	C

Table 15-5-3.5. Recreational, camping and amusement uses. (Ord. 2015-21, 4/21/15; Ord. 2007-25, 10/9/07; Ord. 2007-22, 9/11/07; Ord. 2005-30, 11/22/05)											
#	Use	Multiple use (MU-)			Agriculture (A-)				Rural Residential (RR-)		
		40	80	160	5	10	20	40	1	5	10
a	Accessory buildings and uses customarily incidental to conditional uses	C	C	C	C	C	C	C	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P	P	P
c	Commercial paintball course and paintball target range.	C	C	C	-	-	-	-	-	-	-
d	Dude ranch, family vacation ranch	C	C	C	C	C	C	C	-	-	-
e	Private park, recreational grounds or private recreational camp or resort, including accessory or supporting	C	C	C	-	-	C	C	-	C	C

Addendum E

Comparable Data



Land Sales



Location & Property Identification

Property Name: Lot 15, Heritage Estates
 Sub-Property Type: Residential, Single Family Residence Site
 Address: 2175 N. Lincoln Ln.
 City/State/Zip: Tooele, UT 84074
 County: Tooele
 Market Orientation: Small Town - Non Metro
 IRR Event ID: 3412726



Sale Information

Sale Price: \$350,000
 Effective Sale Price: \$350,000
 Sale Date: 02/29/2024
 Recording Date: 02/29/2024
 Contract Date: 01/18/2024
 Listing Price: \$355,000
 Listing Date: 08/06/2023
 Sale Status: Recorded
 \$/Acre(Gross): \$70,000
 \$/Land SF(Gross): \$1.61
 Grantor/Seller: JRG Development, LLC
 Grantee/Buyer: Ryan and Stacie Stevens
 Property Rights: Fee Simple
 Exposure Time: 6 (months)
 Financing: Cash to seller - buyer obtained financing
 Conditions of Sale: Arm's-length
 Verified By: Eric B. Christensen
 Verification Date: 09/29/2025
 Confirmation Source: UREMLS #1892882
 Verification Type: Confirmed-Seller Broker

Improvement and Site Data

Acres(Gross): 5.00
 Land-SF(Gross): 217,800
 Zoning Code: RR-5
 Zoning Desc.: Rural Residential
 Source of Land Info.: Public Records

Occupancy

Occupancy at Time of Sale: 0.00%

Location & Property Identification

Property Name: Lot 14, The Ranches
 Sub-Property Type: Residential, Single Family Residence Site
 Address: 1475 E. Spring Canyon Rd.
 City/State/Zip: Tooele, UT 84074
 County: Tooele
 Market Orientation: Small Town - Non Metro
 IRR Event ID: 3412734



Sale Information

Sale Price: \$400,000
 Effective Sale Price: \$400,000
 Sale Date: 11/07/2024
 Recording Date: 11/06/2024
 Contract Date: 10/09/2024
 Listing Price: \$400,000
 Listing Date: 10/07/2024
 Sale Status: Recorded
 \$/Acre(Gross): \$84,388
 \$/Land SF(Gross): \$1.94
 Grantor/Seller: Lance C Rushton
 Grantee/Buyer: Craig Sandberg and Penny Jensen-Sandberg
 Property Rights: Fee Simple
 Exposure Time: 1 (months)
 Financing: Cash to seller - buyer obtained financing
 Conditions of Sale: Arm's-length
 Verified By: Eric B. Christensen
 Verification Date: 09/29/2025
 Confirmation Source: UREMLS #2027651
 Verification Type: Confirmed-Seller Broker

Improvement and Site Data

Acres(Gross): 4.74
 Land-SF(Gross): 206,474
 Zoning Code: RR-5
 Zoning Desc.: Rural Residential
 Source of Land Info.: Public Records

Occupancy

Occupancy at Time of Sale: 0.00%

Location & Property Identification

Property Name:	Lot 5, Meadowbrook
Sub-Property Type:	Residential, Single Family Residence Site
Address:	1451 E. Meadowbrook Dr.
City/State/Zip:	Tooele, UT 84074
County:	Tooele
Market Orientation:	Small Town - Non Metro
IRR Event ID:	3412942



Sale Information

Sale Price:	\$350,000
Effective Sale Price:	\$350,000
Sale Date:	03/28/2025
Recording Date:	03/24/2025
Contract Date:	03/07/2025
Listing Price:	\$395,000
Listing Date:	07/17/2024
Sale Status:	Recorded
\$/Acre(Gross):	\$74,468
\$/Land SF(Gross):	\$1.71
Grantor/Seller:	Rachel Zupan
Grantee/Buyer:	Giovanny and Courtney Acosta
Property Rights:	Fee Simple
Exposure Time:	8 (months)
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Verified By:	Eric B. Christensen
Verification Date:	09/29/2025
Confirmation Source:	UREMLS #2011946
Verification Type:	Confirmed-Seller Broker

Occupancy

Occupancy at Time of Sale:	0.00%
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Improvement and Site Data

Acres(Gross):	4.70
Land-SF(Gross):	204,732
Zoning Code:	RR-5
Zoning Desc.:	Rural Residential
Source of Land Info.:	Public Records



Location & Property Identification

Property Name: Lot 1, The Ranches at Pine Canyon

Sub-Property Type: Residential, Single Family Residence Site

Address: 2068 E. Dun Dr.

City/State/Zip: Tooele, UT 84074

County: Tooele

Market Orientation: Small Town - Non Metro

IRR Event ID: 3412975



Sale Information

Listing Price: \$410,000

Effective Listing Price: \$410,000

Listing Date: 07/25/2025

Sale Status: Listing

\$/Acre(Gross): \$87,049

\$/Land SF(Gross): \$2.00

Grantor/Seller: Jeremy and Jessica Fretwell

Property Rights: Fee Simple

Exposure Time: 2 (months)

Verified By: Eric B. Christensen

Verification Date: 09/29/2025

Confirmation Source: UREMLS #2101056

Verification Type: Confirmed-Seller Broker

Occupancy

Occupancy at Time of Sale: 0.00%

Improvement and Site Data

Acres(Gross): 4.71

Land-SF(Gross): 205,168

Zoning Code: RR-5

Zoning Desc.: Rural Residential

Source of Land Info.: Public Records

Addendum F
Engagement Letter





August 29, 2025

Debbie Winn
Mayor of Tooele City
90 North Main Street
Tooele, UT 84074
dwinn@tooelecity.gov

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Tooele County Parcel: 21-057-0-0013 (the "Subject Property")

Dear Client:

Upon your acceptance of this letter agreement, Integra Realty Resources – Salt Lake City ("IRR – Salt Lake City"), will prepare an appraisal of the Subject Property.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the Subject Property and associated water rights that would typically transact with a sale. The intended use of the appraisal is for internal planning purposes. The use of the appraisal by anyone other than the client is prohibited. The client and intended user for this assignment is Tooele City Corporation. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule.

In accordance with our correspondence, the scope of this assignment will require IRR – Salt Lake City to consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.



Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a federally regulated financial institution.

The appraisal will be communicated in an Appraisal Report-Standard Format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

IRR –Salt Lake City is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. (“Integra”) shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Salt Lake City. In addition, it is expressly agreed that in any action which may be brought against IRR – Salt Lake City and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

The total fee for this assignment will be \$2,000 [including expenses] and the delivery date will be four weeks from your acceptance of this letter agreement, but subject to extension based upon late delivery of the requested data and scheduled access for inspection. The fee will be due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys’ fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the Subject Property for any amounts owed pursuant to this engagement.

A pdf copy of the appraisal report will be provided. The delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no

environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Salt Lake City and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – SALT LAKE CITY



Darrin Liddell, MAI, AI-GRS, CCIM
Executive Director

Attachments

AGREED & ACCEPTED THIS Sep 2, 2025
DATE

BY: TOOELE CITY CORPORATION



AUTHORIZED SIGNATURE

Debra E Winn
NAME (PRINT)



ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the Subject

Property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – Local City and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. **IRR – Salt Lake City is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Salt Lake City. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR – Salt Lake City is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the

appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

Exhibit C

Real Estate Purchase Contract

AGREEMENT

This Agreement is made this ____ day of _____ 2025 (the "Effective Date") by and between Tooele City Corporation, a Utah municipal corporation (the "City") and Celtic Bank Corporation, a Utah corporation (the "Developer"). The City and the Developer may also be individually and collectively referred to herein as a "Party" or the "Parties."

RECITALS

A. The Parties entered into a Settlement Agreement dated December 8, 2011, under which the City was to acquire (i) Lot 17 of the Murray Flats Subdivision, in Pine Canyon, Tooele County, consisting of 5.278 acres ("Lot 17") and (ii) a right-of-way through the Murray Flats Subdivision to access Lot 17 from Church Wood Drive in Pine Canyon, Tooele County (the "Right-of-Way").

B. The City paid the agreed-upon sum of \$92,500, as determined by appraisal valuation dated April 18, 2011, for Lot 17.

C. The City acquired Lot 17 by "Stipulation and Joint Motion for Entry of, and Final Judgment of Condemnation." (See Entry #365105, January 25, 2012.) The City acquired the Right-of-Way by "Right-of-Way and Easement Grant." (See entry #365104, January 25, 2012.)

D. The Parties entered into a subsequent Agreement dated November 7, 2019 ("Land Exchange Agreement"), whereby, among other terms, the Developer conveyed lot 13 ("Lot 13") of the New Subdivision to the City and, in exchange, the City conveyed to the Developer Lot 17. The legal description of Lot 13 is attached hereto as Exhibit A.

E. Paragraph 16 of the Land Exchange Agreement conveyed to the Developer a right of first refusal to purchase Lot 13 from the City in the event the City decided to sell Lot 13 without developing a municipal well on Lot 13.

F. The City has decided to sell Lot 13 without developing a municipal well, and the Developer has decided to exercise its right under Paragraph 16 of the Land Exchange Agreement.

G. The Parties desire to set forth the terms and conditions of their agreement as to Lot 13, as described below.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above Recitals are hereby incorporated into and made a part of this Agreement.

2. Global Consideration. The various considerations described herein shall be deemed global consideration, and no particular item of consideration shall be in exchange for any other particular item of consideration.

3. Escrow Agent. The "Escrow Agent" shall be Marta Johnson of Security Title, located at 1485 North 30 West, Suite D1 in Tooele City, phone number (435) 843-8884. The Escrow Agent will be charged to follow the escrow instructions set forth herein. Should the Escrow Agent at any time during the duration of the Agreement terminate escrow services, the Parties shall cooperate to select a new escrow agent, if such services are deemed necessary.

4. Lot 13 Deed. Within 30 calendar days after the Effective Date, the City shall cause an executed quit claim deed for Lot 13 (the "Lot 13 Deed"), to be delivered to the Escrow Agent, conveying Lot 13 to the Developer. The Developer acknowledges and understands that a quit claim deed transfers only the interest, if any, the City has in Lot 13, and the City provides no warranties or guarantees regarding the title to Lot 13, its condition, or any existing liens or encumbrances. The Developer accepts Lot 13 and title as-is.

5. Purchase Price. Within 30 calendar days after the Effective Date, the Developer shall deliver to the Escrow Agent the cash sum of \$243,250.00, representing the appraised fair market value amount of \$360,000.00, plus \$1,000.00 for one-half of the appraisal costs, minus the sum indicated in paragraph 16 of the Land Exchange Agreement. Specifically, in paragraph 16, the Parties agreed that the appraisal amount would be reduced by \$75,000.00 (representing the pro-rata share of infrastructure and utility improvements in the subdivision serving Lot 13) plus fifteen percent, for a total reduction of \$117,750.00.

6. Water Share. The Parties note that the appraisal amount took into account "associated water rights that would typically transact with a sale." Accordingly, the City shall transfer to the Developer and relinquish the City's rights to one share of Lincoln Culinary Water Corporation, represented as Share #117 and currently located at 955 North Ericson Road, Pine Canyon, Utah.

7. Release from Escrow - Recordation. Lot 13 shall be recorded by the Escrow Agent immediately upon the delivery of the quit claim deed and purchase price. The Developer shall be responsible for the costs of recordation, if any.

8. Escrow Fees and Costs. The Parties shall each pay 50% of the cost of the Escrow Agent fees. The Developer and the City shall pay all applicable recordation fees, as described above. Each of the Parties shall bear their own document preparation fees.

9. Capacity to Execute. Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party for whom he or she is signing and to bind that Party to the covenants and obligations contained herein.

10. Binding on Successors. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, assigns,

officers, members, managers, employees, representatives, attorneys, agents, and any and all businesses related to, owned or controlled, in whole or in part, by any of the Parties.

11. Non-Transfer/Non-Assignment of Claims. The Parties represent and warrant that no portion of any claim or cause of action that each has or may have against the other has been transferred or assigned in any manner.

12. Survival. The Parties acknowledge and agree that all agreements, obligations, prohibitions, warranties, and representations that are created in this Agreement will survive the execution and delivery of this Agreement and notwithstanding the execution and delivery of this Agreement, the releases herein will continue in full force and effect.

13. Entire Agreement. This Agreement contains the entire agreement of the Parties as to its subject matter; it may not be changed orally, but may be changed only by an agreement in writing signed by the Parties. Except as expressly set forth in this Agreement, the Parties have not made and do not make any other representations, warranties, statements, promises or agreements to each other.

14. Attorney Fees. In any action to enforce or interpret the terms of this Agreement, the prevailing party shall recover from the unsuccessful party reasonable attorney fees and costs (including those incurred in connection with appeal), the amount of which will be fixed by the Court and made a part of any judgment rendered.

15. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one agreement.

16. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Utah.

17. Severability. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other parts will remain fully valid and enforceable.

18. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

19. Additional Actions. Each Party hereto will execute and/or cause to be delivered to each other any and all instruments or documents and will take such actions as may be reasonably requested for the purpose of carrying out this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

TOOELE CITY CORPORATION

CELTIC BANK CORPORATION

By: _____
Print Name: Debra E. Winn
Its: Mayor

By: _____
Print Name: _____
Its: _____

ATTEST:

Shilo Baker, Tooele City Recorder

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Legal Description of Lot 13

All of Lot 13 in The Ranch at Pine Canyon Subdivision also described as a parcel of land located in the South half of Section 12, Township 3 North, Range 4 West, Salt Lake Base & Meridian, thence as follows:

Beginning at a point being N.70°44' 29"E. 2123.13 feet from the witness corner to the Northwest Corner of said Section 13; thence Northeasterly 163.89 feet along a curve to the left with a 60.00 foot radius, through a central angle of 156° 30' 24", the chord of which bears N. 26° 03' 57" E. 117.49 feet; thence Northerly 45.72 feet along a curve to the right with a 40.00 foot radius, through a central angle of 65° 29' 38", the chord of which bears N. 19° 26' 27" W. 43.27 feet; thence Northerly 136.28 feet along a curve to the left with a 830.00 foot radius, through a central angle of 09° 44' 36", the chord of which bears N. 08° 36' 08" E. 136.13 feet; thence S.86°06'06"E. 581.90 feet; thence S.00°06'15"E. 404.46 feet; thence N.75°40'51"W. 659.35 feet to the point of beginning.

TOOELE CITY CORPORATION

ORDINANCE 2025-33

AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIMES, AND PLACES OF ITS PUBLIC MEETINGS IN 2026.

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2026 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah as follows:

- Work Meetings: at 5:30 p.m. on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office;
- Business Meetings: at 7:00 p.m., on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office:

January 7 and 21
February 4 and 18
March 4 and 18
April 1 and 15
May 6 and 20
June 3 and 17
July 15
August 5 and 19
September 2 and 16
October 7 and 21
November 4 and 18
December 2 and 16

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council
this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Shilo Baker City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-93

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE RENEWAL OF AN AGREEMENT WITH LAKE POINT IMPROVEMENT DISTRICT FOR SEWER BACKUP ASSISTANCE.

WHEREAS, Lake Point Improvement District (the “District”) has found itself in need of assistance in the past to help remove obstructions from the District’s sewer collections system, which obstructions caused sewer backups; and,

WHEREAS, it is in the best interest of Tooele City (the “City”) to safeguard public health and to assist other Tooele Valley communities when City resources are available to do so; and,

WHEREAS, for the above-stated reasons, in 2016, the City and the District entered into an agreement (“2016 Agreement”) whereby the City would assist the District with sewer line obstructions and backups on a cost reimbursement basis, when City resources were available and needed by the District (reference Resolution 2016-21); and,

WHEREAS, both the City and the District have found the 2016 Agreement to be in the best interest of their respective communities; and,

WHEREAS, the 2016 Agreement has expired, and both the City and the District desire to now enter into a similar agreement (attached as Exhibit A) for the same purposes set forth above:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement attached as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Agreement with Lake Point Improvement District

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter the "City") and LAKE POINT IMPROVEMENT DISTRICT, a Utah Special District (the "District") enter into this Agreement on the 1st day of December 2025 (the "Effective Date").

WHEREAS, on rare occasions, the District's contractors and personnel are unavailable to respond to sewer backups in Lake Point; and

WHEREAS, the City is willing to assist the District to respond to sewer backups with City personnel and equipment on an emergency basis, in order to safeguard the public health:

NOW, THEREFORE, for and in consideration of these covenants and agreements set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. On an emergency basis only, the City agrees to assist the District in responding to sewer backups within the District's service area with available City personnel and equipment. The City shall have sole discretion to determine the availability of City personnel and equipment. The City's assistance will include reasonable efforts to determine the location of the obstructions in the public sewer main line and to clear those obstructions. The City's assistance will not include estimation, adjustment, remediation, or other work regarding properties subject to sewer backups.
2. Based on invoices prepared by the City, the District agrees to reimburse the City promptly for labor and materials costs in responding to sewer backups, including personnel salary benefits, overtime and holiday pay, equipment and mileage.
3. Release: The District hereby releases the city from any and all claims of damages relating to the City's performance under this Agreement.
4. Indemnification: The District hereby agrees to indemnify and defend the City for any and all claims of damages brought by third parties related to the City's performance under this Agreement.
5. Term: This Agreement shall have a term of five years.
6. Termination: This Agreement may be terminated by either Party upon written notice. The release and indemnification provisions shall survive termination.
7. Assignment: This Agreement may not be assigned.
8. Third-Party Beneficiaries: Nothing in this Agreement is intended for the benefit of any party except for the named parties.
9. Authority: The individuals executing this Agreement represent and warrant that they possess the legal authority to execute this Agreement pursuant to its terms, such authority being granted and evidenced by duly adopted resolutions of each of the parties.
10. Entire Agreement: This Agreement constitutes the final expression of the parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and communications between the Parties and/or their

respective counsel, officers, employees, and agents with respect to the subject matter covered hereby.

11. Amendment to Agreement: Any amendment to this Agreement must be in writing and signed by duly authorized representatives of al of the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

LAKE POINT IMPROVEMENT DISTRICT

By: Tooele City Mayor


By: Lake Point Improvement District

Attest:

Tooele City Recorder

Approved as to Form:

Approved as to Form:

Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-95

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIG T RECREATION FOR INSTALLATION OF A PLAYGROUND AT RED DELPAPA / BABE RUTH PARK.

WHEREAS, Tooele City owns and operates a park known as Red DelPapa / Babe Ruth Park, and desires to install a new playground; and,

WHEREAS, the City wishes to retain Big T Recreation, a State of Utah-approved contractor, to install the play equipment, for the sum of \$84,911.05; and,

WHEREAS, utilizing a State-approved contractor exempts the project from formal bidding in compliance with City procurement policies and procedures; and,

WHEREAS, the proposed agreement with Big T Recreation is attached as Exhibit A, together with the cost proposal and play equipment illustrations attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement with Big T Recreation for a playground in the total amount of \$84,911.05, and hereby authorizes the Mayor to execute the agreement attached as Exhibit A.

This Resolution is in the best interest of the general 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 Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Big T Recreation Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **BIG T RECREATION of 11618 S Street St #1602, Draper, UT 84020 a DBA with State Division of Corporation entity #7688305-0151, (hereinafter “Contractor”)** enter into this Agreement on the 11 day of **December, 2025** (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Playground Installation at Red Del Papa Park, 200 E. 100 S., Tooele, UT 84074
 - **Red Del Papa Playground Project Options #2.**
 - **New Playground by Playworld.**
 - **Reference Design #25-17386A. Multi Deck Structure with 360 tubes slide and 360 open slide.**
 - **Installation by Certified Crew**
 - **Engineered Wood Fiber Surfacing**
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$84,911.05** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **May 31, 2026**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney’s fees) arising out of or related to this Agreement.

- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
- e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
- f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
- h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Approved as to form:

Shilo Baker, Tooele City Recorder
SEAL

Matthew C. Johnson, Tooele City Attorney
(Revised 08/14/2025)



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

Exhibit B

Cost Proposal and Play Equipment Illustrations



Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

QUOTE

Date	Quote #
09/22/2025	20865
Exp. Date	02/27/2026

Shipping Address
Tooele City 90 N Main Tooele, UT 84074

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Red Delpapa Playground Project Option #2 New Playground By Playworld Reference Design # 25-17386A Multi Deck Structure with 360 tubes slide and 360 open Slide	1	57,419.25	57,419.25
Installation	Installation By Certified Crew	1	15,311.80	15,311.80
Surfacing	Engineered Wood Fiber Surfacing	1	5,980.00	5,980.00
Freight	Freight	1	6,200.00	6,200.00
City Tax Exempt Certificate Due at Order				
Playground Available On State Contract PA4281				
			SUBTOTAL	84,911.05
			TAX	0.00
			TOTAL	\$84,911.05

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.



Red Delpapa Park - Option 2

Tooele City, UT

25-17386A

Sales Representative

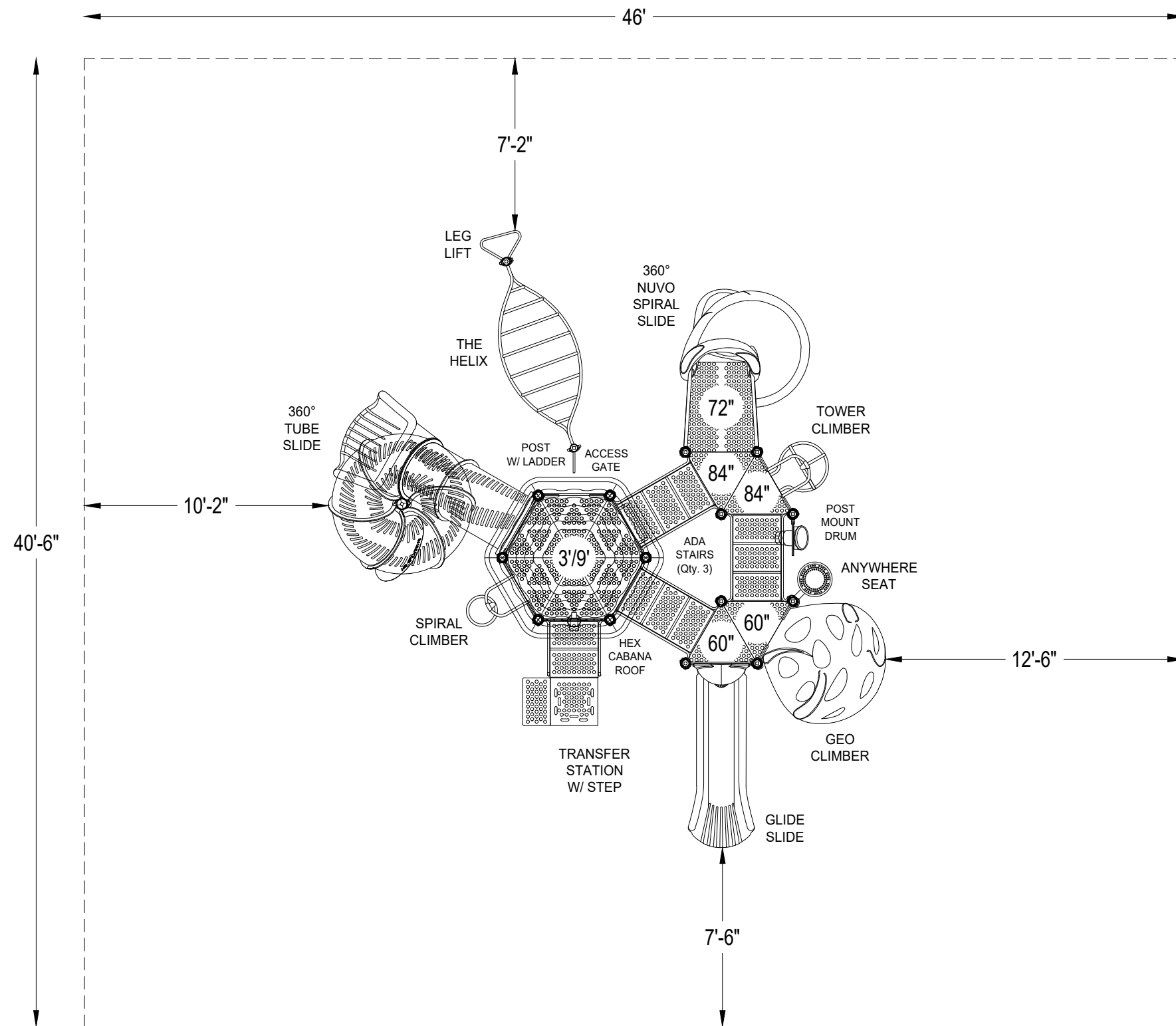


Equipment Manufacturer



The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<div><div></div> Red</div> <div><div></div> White</div> <div><div></div> Blue</div>	<div><div></div> Blue</div> <div><div></div> Red</div>	<div><div></div> Beige-Gray</div>	<div><div></div> Gray</div>



*PLAYGROUND SUPERVISION REQUIRED



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
33'10" X 28' X 18'2"

USE ZONE:
46' X 40'6"

AREA: 1,863 SqFt. PERIMETER: 173 Ft.

FALL HEIGHT:
9 Ft.

USER CAPACITY: 46 AGE GROUP: 5-12

ADA SCHEDULE	Total Elevated Play Activities: 10		
	Total Ground-Level Play Activities: 3		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	5	3	3
Provided	9	3	3

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
25-17386A

SCALE:
3/16"=1'-0"

DRAWN BY:
CHIP ZECHMAN

Paper Size

DATE:
18-SEP-2025

B

RED DELPAPA PARK - OPTION 2

TOOELE CITY, UT



Red Delpapa Park - Option 2

Tooele City, UT

25-17386A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<div><div></div> Red</div> <div><div></div> White</div> <div><div></div> Blue</div>	<div><div></div> Blue</div> <div><div></div> Red</div>	<div><div></div> Beige-Gray</div>	<div><div></div> Gray</div>



Red Delpapa Park - Option 2

Tooele City, UT

25-17386A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
<div>Red</div> <div>White</div> <div>Blue</div>	<div>Blue</div> <div>Red</div>	<div>Beige-Gray</div>	<div>Gray</div>

TOOELE CITY CORPORATION

RESOLUTION 2025-96

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE PURCHASE 3 ACRES OF UNDEVELOPED PROPERTY LOCATED NORTHEAST OF MEMORY LANE.

WHEREAS, UCA Section 10-8-2 authorizes Utah municipalities to purchase real property for the benefit of the municipality, including for the purpose of expanding municipal infrastructure; and,

WHEREAS, Tooele City has made the acquisition and conservation of critical open space property a legislative priority for several decades (see the list of “Prior Tooele City Ordinances and Resolutions relating to the Preservation of Open Space” attached as Exhibit A, and the map of Tooele City open space holdings attached as Exhibit B); and,

WHEREAS, the acquisition and conservation of critical open space property is a benefit to the municipality, which open space comprises part of the City’s recreational infrastructure and viewshed infrastructure, an irreplaceable community heritage asset, in addition to protecting public and private property through hillside stabilization and preservation; and,

WHEREAS, Tooele City has made a REPC offer on 3 acres of critical open space property (“Property”) northeast of Memory Lane, which is contiguous to many acres of land that is already open space, and the owner has accepted the offer (see the Property aerial map attached as Exhibit C, and the REPC with Addendum attached as Exhibit D); and,

WHEREAS, the Mayor and City Administration recommend that the acquisition of the Property is an important step forward in Tooele City’s critical open space conversation program, to protect public and private property from threats to the stability of the hillside, to expand the City’s recreation and viewshed infrastructure, and to provide passive recreational opportunities (e.g., pedestrian trails) for the public; and,

WHEREAS, the City Council, in its legislative judgment, finds that acquiring and conserving the Property is part of providing “for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality” (UCA 10-8-2(3));

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the REPC attached as Exhibit D is hereby approved, and that the Mayor is hereby authorized to sign all documents necessary to close on the purchase of the Property.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Prior Tooele City Ordinances and Resolutions Relating to The Preservation of Open Space

Tooele City Ordinances and Resolutions
relating to
The Preservation of Open Space

1. **Ordinance 1998-39.** This ordinance adopted the Land Use Element of the Tooele City General Plan. While the Land Use Element is more of a land development plan than a land preservation plan, it does recognize the overriding theme “to protect the existing character, unique features and quality of life that exists in Tooele City,” including the need to “protect the natural environment of the city.”
2. **Resolution 2000-16.** This resolution accomplished Tooele City’s first open space acquisition of the decade (and century): 32.77 acres.
3. **Resolution 2003-56.** This resolution adopts as an advisory land use guide the Tooele Valley Regional Plan (comprising a chapter in the Tooele County General Plan). The Regional Plan identifies lands outside Tooele City appropriate for development, agriculture, and open space preservation. (Map 7 of the Regional Plan shows the public vision of the City open space property as wildlife habitat.)
4. **Ordinance 2006-14.** This ordinance accomplishes the preservation of highly visible open space through a planned unit development that shifts development density to less visible areas of the property. The ordinance recitals state, “the City Council recognizes that hills, mountains, and ridgelines are one of Tooele City’s most outstanding (and most vulnerable) natural assets, and formulate part of the history, heritage, and image of the City, and are therefore of paramount importance to preserve.”
5. **Resolution 2007-34.** This resolution authorizes the acquisition of 12.4 acres of recreational open space, rescuing the property from imminent development.
6. **Resolution 2008-04.** In exchange for the City approving higher density residential zoning, a developer donated 48 acres of hillside open space to the City. The resolution authorizes the acceptance of the donation. Its recitals state, “the Tooele City Council has established as an important policy the preservation of the environmentally sensitive hillside properties located within the Tooele City corporate boundary.” The resolution recognizes this land as “environmentally sensitive and aesthetically important hillside property.”
7. **Resolution 2009-38.** This resolution authorizes the City’s participation in the LeRay McAllister Critical Land Conservation Program, identifying 105 [actually 101] acres of hillside desirable for conservation for several purposes: “wildlife migration corridor preservation, vista and viewshed preservation, environmentally critical lands preservation, and watershed protection.”
8. **Resolution 2009-47.** This resolution authorized the City’s acquisition of the 101 acres mentioned above. The recitals state, “beginning in 2002 . . . the City’s leaders

began to recognize and appreciate more fully the value of the foothills and mountains south of Tooele City, including the 101 Acres, as a natural asset worthy of preservation for Tooele City residents and others.” In authorizing the acquisition, the City Council made this finding: “The City Council finds it to be a compelling public purpose to preserve the hillsides and mountains on the south of Tooele City from development for purposes of open space, viewshed, watershed, and wildlife preservation, and for the protection of human life and safety.”

9. **Ordinance 2010-03.** This ordinance was the culmination of years of effort to strengthen the City’s hillside development ordinance. It does not prohibit hillside development, but tightens up the regulation of such development for the benefit of the environmentally sensitive areas and also for the health and safety of those who build and live in these areas. The purposes section (§7-12-2) is greatly expanded, and includes open space preservation values.

10. **Ordinance 2010-09.** This ordinance amends the General Plan-Land Use Element Map to include an Open Space land use designation, formally recognizing open space as a legitimate land use, together with industrial, commercial, and residential land uses.

11. **Ordinance 2010-10.** This ordinance assigns the Open Space land use designation to City-owned open space properties that previously did not carry the designation.

12. **Ordinance 2010-11.** This ordinance builds upon the foundation of the Open Space land use designation by assigning the already-existing Open Space zoning district to City-owned open space properties.

13. **Ordinance 2010-12.** This ordinance amends the Open Space zoning district regulation to better protect the viewshed and other open space values of properties zoned Open Space.

14. **Ordinance 2020-47.** After a 22-year hiatus, this ordinance adopts a new comprehensive General Plan for Tooele City. The Plan includes Open Space goals and objectives, including (1) managing a comprehensive Open Space program, and (2) acquiring and protecting high-priority open space properties.

15. **Resolution 2022-70.** This Resolution authorizes the purchase of 7.36 acres of undeveloped land on Skyline Drive, contiguous to Tooele City’s approximately 2,000 acres of conserved open space in Left-hand Fork.

Exhibit B

Map of Tooele City Open Space Properties

Tooele City Land By Parcel

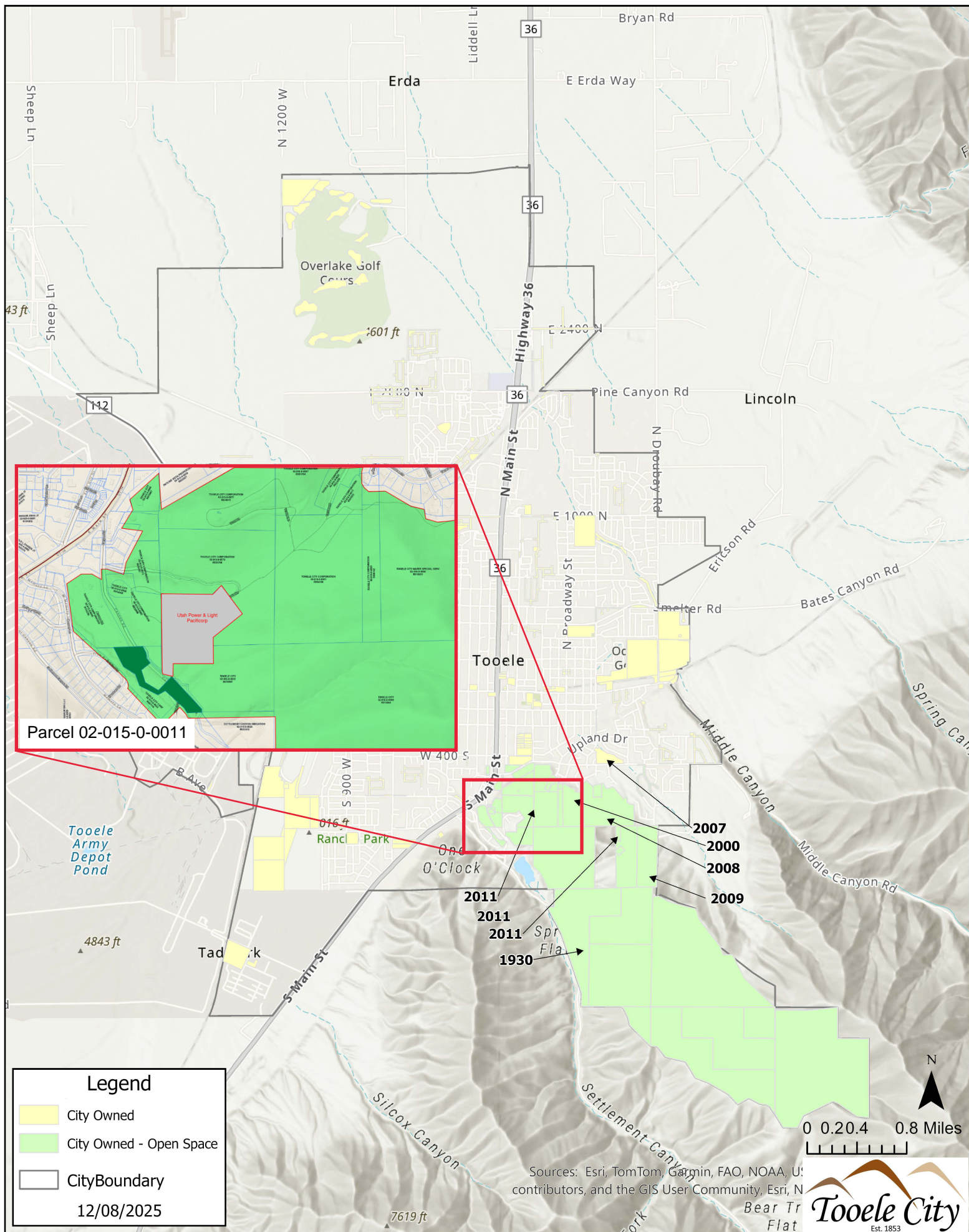


Exhibit C

Aerial Map of the Property

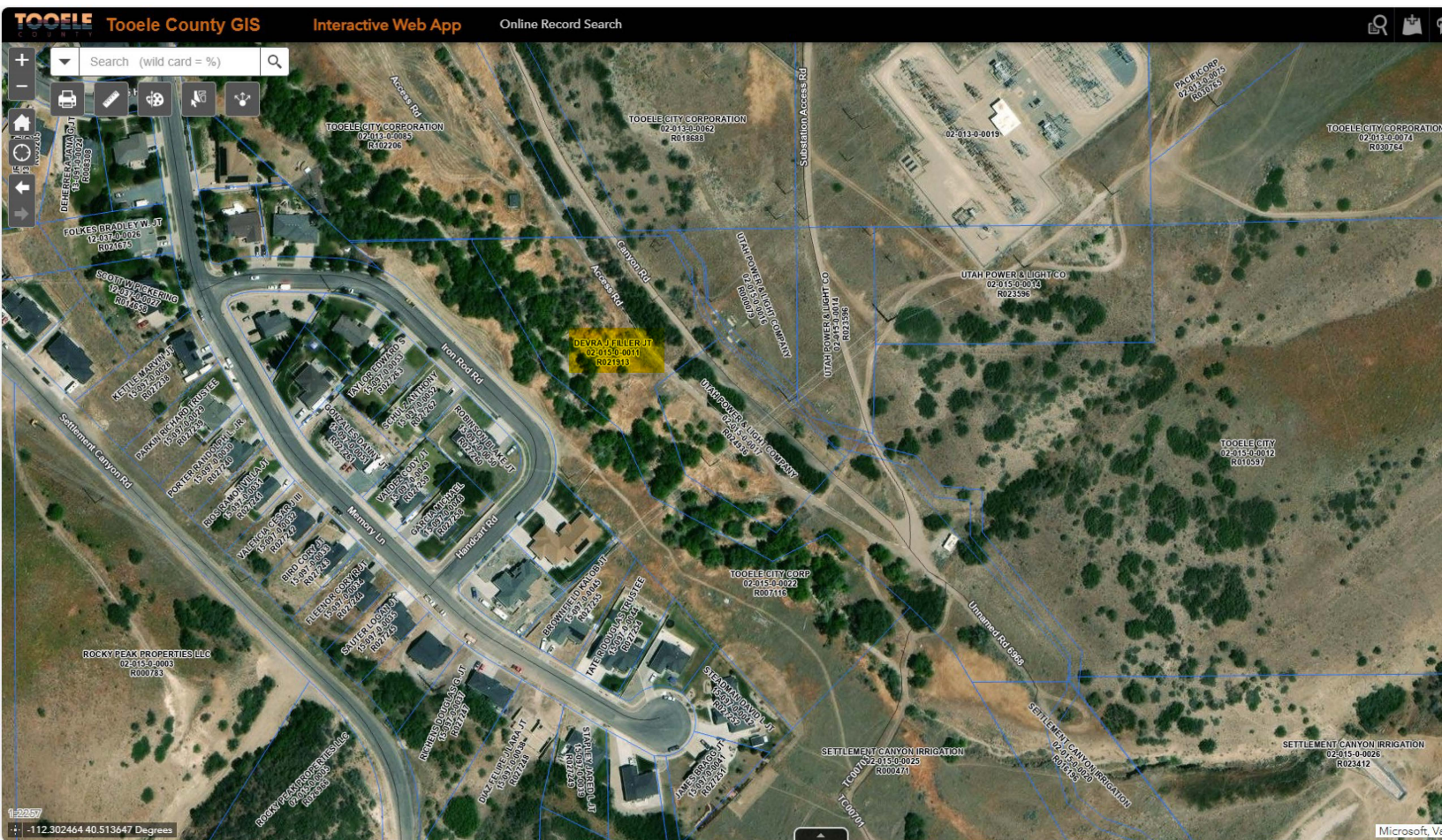


Exhibit D

Real Estate Purchase Contract with Addendum

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 2nd day of December, 2025 ("Offer Reference Date") Tooele City Corporation ("Buyer") offers to purchase from Devra Filler JT, Katherine Filler JT, Daniel Filler JT ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ NA in the form of NA. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage NA Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 3 acres of vacant land, northeast of Memory Lane
also described as: tax parcel 02-015-0-0011
City of Tooele County of Tooele, State of Utah, Zip 84074 (the "Property").
Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) NA

1.2 Excluded Items (specify) NA

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: NA

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 25,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ <u>0</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ <u>0</u>	(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
\$ <u>0</u>	(c) Seller Financing (see attached Seller Financing Addendum)
\$ <u>25,000.00</u>	(d) Balance of Purchase Price in Cash at Settlement
\$ <u>25,000.00</u>	PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☒ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Closing;** ☐ _____ **Hours after Closing;** ☐ _____ **Calendar Days after Closing;** ☐ **Other (explain)** _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;
Buyer's Agent _____ NA _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____ NA _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ _____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No.** 1
☐ **Seller Financing Addendum** ☐ **Other (specify)** _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

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

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>December 15, 2025</u>	(Date)
(b) Due Diligence Deadline	<u>December 29, 2025</u>	(Date)
(c) Financing & Appraisal Deadline	<u>NA</u>	(Date)
(d) Settlement Deadline	<u>January 9, 2025</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [☐] AM [☒] PM Mountain Time on December 8, 2025 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

_____ (Buyer's Signature)	_____ (Offer Date)	_____ (Buyer's Signature)	_____ (Offer Date)
------------------------------	-----------------------	------------------------------	-----------------------

_____ (Buyer's Names) (PLEASE PRINT)	_____ (Notice Address)	_____ (Zip Code)	_____ (Phone)
--	---------------------------	---------------------	------------------

_____ (Buyer's Names) (PLEASE PRINT)	_____ (Notice Address)	_____ (Zip Code)	_____ (Phone)
--	---------------------------	---------------------	------------------

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[☐] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[☐] **REJECTION:** Seller rejects the foregoing offer.

_____ (Seller's Signature)	_____ (Date)	_____ (Time)	_____ (Seller's Signature)	_____ (Date)	_____ (Time)
-------------------------------	-----------------	-----------------	-------------------------------	-----------------	-----------------

_____ (Seller's Names) (PLEASE PRINT)	_____ (Notice Address)	_____ (Zip Code)	_____ (Phone)
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_____ (Seller's Names) (PLEASE PRINT)	_____ (Notice Address)	_____ (Zip Code)	_____ (Phone)
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UAR FORM 19

**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of December 2, 2025, including all prior addenda and counteroffers, between Tooele City Corporation as Buyer, and Devra Filler JT, Katherine Filler JT, Daniel Filler JT as Seller, regarding the Property located at tax parcel 02-015-0-0011. The following terms are hereby incorporated as part of the REPC:

Buyer shall use entire parcel for the conservation of critical open space.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on December 8, 2025 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

TOOELE CITY CORPORATION

RESOLUTION 2025-97

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO INCREASE THE FEE FOR AGE GROUP ANNUAL MEMBERSHIP PASSES AT THE PRATT AQUATIC CENTER.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the current Pratt Aquatic Center fees for age group annual membership passes are inadequate to cover operational costs and are below those charged by other public facilities; and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommends the Pratt Aquatic Center fee structure for age group annual membership passes, attached as Exhibit A and as indicated in the Table below:

Age Group Annual Fees	Resident		Non-Resident	
	Monthly	Annual	Monthly	Annual
Bronze	\$30.00*	360.00*	35.00*	420.00*
Silver	\$35.00*	420.00*	40.00*	480.00*
Gold	\$40.00*	480.00*	45.00*	540.00*
*for families with multiple children, a 10% discount will be applied for each additional child (after paying full price for the first child)				

WHEREAS, information about fees charged at other public pool facilities is included with Exhibit A; and,

WHEREAS, the City Council finds that the proposed fees are reasonably related to the cost of providing the service:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include updated Pratt Aquatic Center fees, as shown on Exhibit A and the Table above.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Current and Proposed Fees Pratt Aquatics Center with Fee Comparisons

Pratt Aquatic Center Swim Team (Tooele Sea Serpents)

PAC	PAC Current Resident		Current Non Resident		Proposed Resident		Proposed Non Resident	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Bronze	\$ 23.00	\$ 280.00	\$ 23.75	\$ 285.00	\$ 30.00	\$ 360.00	\$ 35.00	\$ 420.00
Silver	\$ 23.00	\$ 280.00	\$ 23.75	\$ 285.00	\$ 35.00	\$ 420.00	\$ 40.00	\$ 480.00
Gold	\$ 23.00	\$ 280.00	\$ 23.75	\$ 285.00	\$ 40.00	\$ 480.00	\$ 45.00	\$ 540.00

Comparable Teams - City owned, similar demographics

West Valley	Monthly		Annual	
	Resident	Nonresident	Resident	Nonresident
Bronze	\$ 47.00	\$57.00	\$ 564.00	\$684.00
Silver	\$ 52.00	\$62.00	\$ 624.00	\$744.00
Gold	\$ 57.00	\$67.00	\$ 684.00	\$804.00
Murray	Resident		Non Resident	
	Monthly	Annual	Monthly	Annual
Bronze	\$ 45.00	\$ 540.00	\$ 55.00	\$ 660.00
Silver	\$ 50.00	\$ 600.00	\$ 60.00	\$ 720.00
Gold	\$ 65.00	\$ 780.00	\$ 75.00	\$ 900.00
Platinum	\$ 80.00	\$ 960.00	\$ 90.00	\$ 1,080.00

Justification for fee increase:

Fees have not been adjusted for 15 years with exception of the \$5 increase on non resident fees in 2022.

Rising costs in utilities, staffing, chemicals, maintenance, swim team membership fees, etc.)

Competitive team now & USA Swim team fees and swim meet costs have increased

* Provide a 10% discount for multiple children in same household. We don't offer this currently.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

12/11/25

DESCRIPTION OF EXPENDITURE:

VENDOR: BLACK & MCDONALD

V# 12268

NEW STREET LIGHTS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
NEW STREET LIGHTS	55 5500 742001	200,000.00	875.00	102,943.00	96,182.00
TOTAL:				102,943.00	

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Sharon U. Winter
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Black & McDonald**CONTRACT PROPOSAL**

1106 S LEGACY VIEW ST., SALT LAKE CITY, UT. 84104

DATE:

12/2/2025 JOB NAME: CLUSTER I

SUBMITTED TO: [TOOELE](#)

ADDRESS:

PHONE:

ESTIMATED START DATE:

EMAIL:

CONTACT: WADE LONG

EMAIL: WLONG@BLACKANDMCDONALD.COM

V# 12268

PO#

55-5500-742001

\$102,943.00

12-10-2025

James Long

ITEM#	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	INSTALL CITY SPEC STREET LIGHT	6		\$4,237	\$ 25,422.00
2	BORE DUE TO LIMITED POWER	1		\$46,866	\$ 46,866.00
3	WIRE	1900		\$6	\$ 12,255.00
4	THEFT PROOF BOXES	6		\$2,450.00	\$ 14,700.00
5	SOLAR LIGHT	1		\$ 3,200.00	\$ 3,200.00
6		1			\$ -
7		1			\$ -
8		1			\$ -
9					\$ -
10					\$ -
11		1			
12	FOREMAN	1		\$ 500.00	\$ 500.00
	NOTE: BID EXCLUDES: TESTING, EROSION CONTROL, DUST CONTROL, CONSTRUCTION WATER, ENGINEERING, SURVEYING & STAKING, FEES & INSPECTIONS, IMPORTED MATERIAL, ALL STREET LIGHT BASES AND CONNECTIONS WILL BE TO NECA STANDARD, AND WILL BE SENT AND CONNECTED BY ROCKY MOUNTAIN POWER.				
	TOTAL				\$ 102,943.00

BID IS: ☐ Unit Price (actual measured upon completion)☐ Lump Sum

We hereby propose to do the outlined items of work, subject to all terms and conditions as set forth herein. All materials used are guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications which will involve extra costs above this estimate. All agreements are contingent upon strikes, accidents, weather, or other unforeseeable delays beyond our control. Agreement may be withdrawn if not accepted within 30 days. IN ORDER TO BE PUT ON THE WORK SCHEDULE, WE MUST RECEIVE A SIGNED COPY OF THIS PROPOSAL. THIS PROPOSAL IS ONLY GOOD FOR 30 DAYS. PRICE MAY VARY DUE TO NOT RECEIVING ADEQUATE INFORMATION, WHICH INCLUDES OVER ALL SITE PLANS, RMP POWER MAPS, LATE NOTICE AFTER LANDSCAPED, OR ANYTHING OUT OF GENERAL CONSTRUCTION TIME LINE.

EXCLUDES: permits, inspection fees, surface restoration, utility locates (will be billed hourly at rates listed), and/or excessive delays beyond our control (will be billed at hourly labor rates listed). ROCK CLAUSE: prices are for good to fair ground. Any cobble rock, sandstone, or solid formation will be renegotiated.

BY **Black & McDonald:** _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payment will be made as outlined.

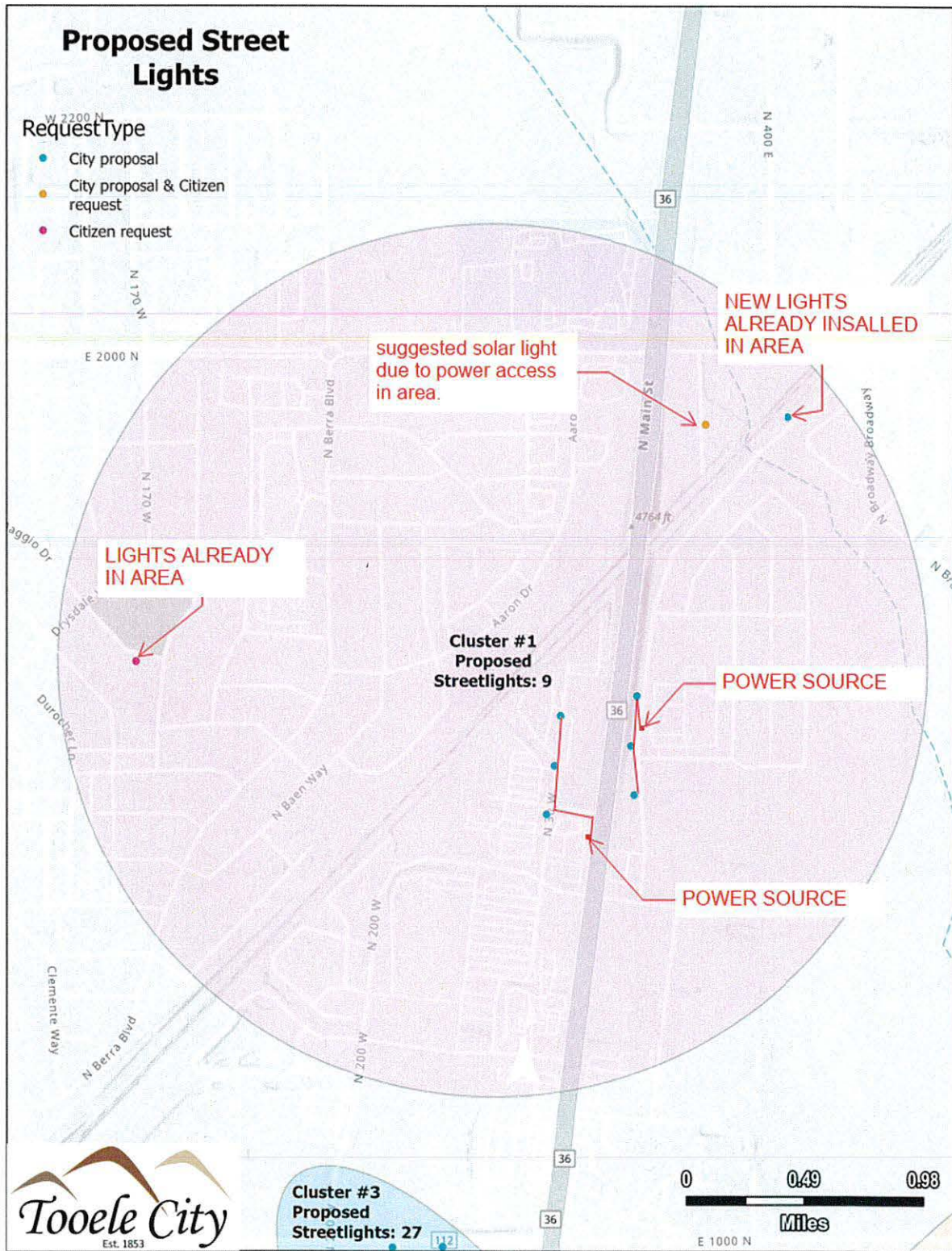
PAYMENT IS TO BE MADE AS FOLLOWS: All accounts due by 10th of month following date of invoice. In the event payment is not made by due date, I/We agree to pay all attorney's fees, court costs, including charges or commissions up to 50 percent that may be assessed to us by an outside collection agency or attorney who has been retained to pursue this matter. I/We agree to pay interest at the rate of 2 percent per month (24 percent per year).

SIGNATURE & TITLE: _____ DATE: _____

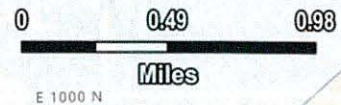
Proposed Street Lights

Request Type

- City proposal
- City proposal & Citizen request
- Citizen request



Cluster #3
Proposed
Streetlights: 27



TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

12/10/25

DESCRIPTION OF EXPENDITURE:

VENDOR: VEOLIA WATER TECHNOLOGIES V# 11706

SURFACE ROTOR GEAR BOXES FOR OXIDATION DITCH

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	52 5200 252000	700,000.00	240,259.00	34,255.75	425,485.25
TOTAL:				34,255.75	

REQUESTED Blaine Grandpre
 DEPARTMENT HEAD

REVIEWED Sharon L. Janner
 FINANCE DIRECTOR

APPROVED _____
 MAYOR

APPROVED _____
 COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DIVISION
WATER RECLAMATION FACILITY
3300 North 1200 West
Tooele, Utah 84074

Vendor: Veolia Water Technologies Vendor #: 11706

Account #: 52-5206-252000 Date: 12/4/25

Amount: 34255.75 WRF Signature: *Jamie Whipple*

Item(s) Description: Surface rotor gearboxes for Oxidation ditch

Reason for Purchase: Need to remove gearboxes and send to factory for repair, leaking oil

Approval:

Signature *Debra G. Whipple* PO #: _____
12-4-2025

When approved please forward the approval to WRF via jamiieg@tooelecitey.gov



QUOTE

QUOTE NO. 112525B

DATE: 11.25.25

Veolia Water Technologies, Inc. (fka Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 12.25.25

THIS QUOTE IS VALID FOR 30 DAYS

To: Troy Meyer
Tooele WWTP
330 North 1200 West
Tooele, UT 84074
435-241-2166
troyM@tooelecwtp.org

VENDOR # 11706
P.O. # _____
DEPT. # 525200-252000
DATE 12/4/25
AMOUNT \$34,255.75
SIGNATURE Tony Cook

FROM: Tony Cook
Customer Solutions Manager
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Tooele WWTP	Net 30 Days	DAP Prepaid & Add Destination	
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
2	VEOLIA TO ARRIVE ONSITE IN TOOELE, UT TO INSTALL 1 NORD 9082 GEARBOX AND REMOVE 1 NORD GEARBOX MPN AALRGU316228		\$10,990.37	\$21,980.74
1	NORD DRIVE REFURB MPN AALRGU316228		\$3,700.00	\$7,400.00
TOOELE CITY WWTP TO PROVIDE:				
1. RENTAL CRANE FOR INSTALLATION				
2. ELECTRICIAN TO CONNECT MOTOR				
3. MOTOR OIL MATCHING MANUFACTURER SPECS				
Confidential, Do not share with third parties				
			SUBTOTAL	\$29,380.74
			ESTIMATED FREIGHT	\$4,875.00
			SALES TAX	If applicable
			TOTAL	\$34,255.75

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.
MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

Preferred email address to send invoice to (Optional): _____

PLEASE NOTE:

A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water Technologies, Inc. (fka Kruger) Quotation number to process order.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

12/04/25

DESCRIPTION OF EXPENDITURE:

VENDOR: LARSON & COMPANY

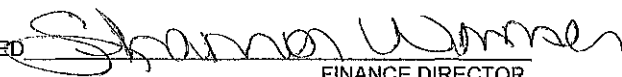
V# 10823

AUDIT SERVICES FY2025

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
INDEPENDENT AUDIT	10 4150 315001	120,000.00	20,000.00	37,300.00	62,700.00
TOTAL:				37,300.00	

REQUESTED 
DEPARTMENT HEAD

REVIEWED 
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



ID: D00188E01
Invoice: 22503215
Date: 12/03/2025
Due Date: Due upon Receipt

Provo City
10 North Main Street
Provo, UT 84074

Professional service rendered as follows:

Preparation of the audit of the financial statements and the report thereon for the year ended June 30, 2025	37,300.00
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Billed Time & Expenses	\$37,300.00
Invoice Total	\$37,300.00

10-4150-315001
Summer

Larson & Company
11240 South River Heights Drive, Suite 300, South Jordan, UT 84095
Main: (801) 313-1900 | Fax: (801) 313-1912
www.larsco.com

Member of
CPAmerica
Member  Crowe Global

City Council and Redevelopment Agency Work Meeting Minutes

Date: December 3, 2025

Time: 6:00 p.m.

Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present

Justin Brady
Dave McCall
Ed Hansen
Melodi Gochis (via telephone)
Maresa Manzione (in at 6:25 p.m.)

Staff Present

Debbie Winn, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Assistant Public Works Director
Jamie Grandpre, Public Works Director
Darwin Cook, Parks and Recreation Director
Jon Gossett, Planning Commissioner
Kelley Anderson, Planning Commissioner
Chris Sloan, Planning Commissioner
Police Chief Adrian Day
Kami Perkins, Human Resource Director
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder

Minutes Prepared by Shilo Baker

1. Open City Council Meeting

Chairman Brady opened the meeting at 6:00 p.m.

2. Roll Call

Dave McCall, Present
Ed Hansen, Present
Justin Brady, Present
Melodi Gochis, Present (via phone)
Maresa Manzione was not present at Roll Call, but arrived and was noted present at 6:25 p.m.

3. Mayor's Report

Mayor Winn thanked the Community Engagement Department for bringing "Santa to Town" on Saturday, November 29, 2025. She said that the Community Engagement Department goes over and above, and thanked Holly for leading a great team. On Saturday, there was a Santa parade, "Cookies and Carols" at the Ritz with real animated characters and a chance for kids to meet Santa, and then everyone gathered again at Veterans Memorial Park for the tree lighting ceremony. She mentioned a bit of a panic moment when the lights did not immediately go on after the countdown, but once counted down again, the park lit up.

Mayor Winn also thanked the Parks Department for getting the decorations up on Main Street. She mentioned, for the public's benefit, that the city is aware that the lights are not working on the east side of Main Street. She said there are some issues with the wiring after an auto accident took out one of the poles, but that the city is working on it, and hopes to have the decorations lit up before Christmas.

Mayor Winn mentioned we need snow! She said we need the water in the summer and we are hoping we get much more snow. Mayor Winn reminded residents that if it is actively snowing or if there is snow accumulated on the road, please do not park on the road so that snowplows can efficiently and safely remove snow. She asked residents to please park on their own property and not on the road during snow events.

4. Council Members' Report

Councilmember McCall reported that he attended the Santa Parade and helped give out popcorn at the Ritz Theater afterward. He also attended the tree lighting ceremony.

Councilman Hansen reported that he also attended the Santa Parade and the tree lighting which were very fun. He also reported that he went to a movie at the Ritz Theater the week prior, which was the first time he has been to the Ritz since the Arts Council took over ownership. He encouraged the public to attend events at the Ritz and said it was very nostalgic and very fun.

Chairman Brady announced that Councilwoman Gochis had requested to give her report at the next meeting when she will be in attendance in person.

Chairman Brady reported that he had attended many of the same events already reported on, and said all of the events were a lot of fun. He attended the North Tooele City Special Service District meeting on November 20, 2025, and said that things are going well. Chairman Brady also attended Mayor Winn's weekly staff meeting and echoed what he has said in the past, that the staff is great and he appreciates all they do.

Councilwoman Manzione had not arrived at the meeting until after Council Members' reports were given.

5. Discussion Items

a. Discussion on Proposed Amendments to Tooele City Code 7-4-7; Parking Location, Regarding Front Yard Parking in Residential Zoning Districts

Presented by Andrew Aagard, Community Development Director

Mr. Aagard reminded the City Council that he was here at their request to research how other cities handle front yard parking in residential zones, and to develop alternative proposals for their consideration. He said he would be presenting four potential ordinance amendments to the Council tonight, as there are limited options for regulating front yard parking arrangements. The first example proposed a complete prohibition of all vehicle and recreational vehicle parking in the front yard, amending the existing city code to limit parking only to paved (concrete, asphalt, pavers, or gravel) side and rear yards. Mr. Aagard noted that this option would be difficult to enforce due to the number of people already parking next to their driveways. The second example did not prohibit parking but required that any area used for front yard parking must be paved and graded to manage stormwater flow inward or toward the public right-of-way, a measure intended to prevent automotive fluids from polluting the groundwater.

The third example, which was deemed the most realistic and enforceable, proposed limiting parking to the established driveway, the side yard, the rear yard, and the "lesser side" of the front yard adjacent to the driveway. This would prohibit parking on the "greater side" of the front yard, aiming to preserve some residential character. However, council members raised concerns about corner lots, where this restriction might conflict with existing garage/driveway layouts and safety sight lines. The fourth and final example suggested allowing a certain percentage of the front yard to be used for parking, but this was quickly dismissed due to the difficulty of enforcement and measurement.

Councilman McCall expressed concern about changing the ordinance to regulate the small percentage of residents who misuse their front yards while avoiding excessive restrictions on the majority. Chairman Brady and Councilman Hansen agreed that the purpose of this is to address the excessive number of cars that a small minority of residents have parked in the front yards, which they acknowledged becomes a nuisance for neighbors. Councilman McCall mentioned he would be interested in asking for public input through a survey, possibly advertised through the *Ninety North Main* monthly newsletter.

The key consensus from the Council was that example three is the most favorable option and that the ordinance should be modified to be universal, allowing parking on the side of the house where the garage and driveway are located, regardless of whether it is the "lesser" or "greater" side. Any parking on corner lots must respect the 40-foot site visibility zone. Concerns were also noted regarding the potential conflict with parking requirements for Accessory Dwelling Units (ADUs) that are becoming more prevalent. The Council asked Mr. Aagard to refine the favored example, proposal number three, based on this input, then coordinate with the City Attorney, and bring the revised draft back for at least one more work session before moving it through the public process.

b. Discussion of Proposed Revision to the City's Payment in Lieu of Water Rights Conveyance Policy

Presented by Paul Hansen, City Engineer

Mr. Hansen presented for discussion, a proposed change to the City Council Policy on Water Right Payment in Lieu Policy, aiming to update and clarify the city's approach to exacting water rights from new developments, a policy dating back to 1998. Mr. Hansen said the administration is proposing three primary modifications. First, the policy would be revised to permit owners of existing, un-subdivided single lots to construct a single two-unit duplex and acquire water right credits through the payment-in-lieu option, aligning this with the existing provision that allows subdivision of a single parcel into two lots. This section would also be clarified to state that the payment is based on the calculated water right demand, not a flat fee per parcel. The policy would

codify the Council's intent to limit this option to the initial land use development application of an existing parcel, prohibiting the acquisition of additional water credits for subsequent redevelopment or further subdivision, thereby retaining the policy's intended use of encouraging infill development. Second, the policy would be updated to reflect the current council-established fee of \$35,000 per water right credit and include verbiage "or as currently established by the City Council," so if updating the policy is neglected in the future if rates are increased, the policy would still be in effect. The final recommendation is to formally state that all acquired water credits must remain with the subject property, are non-refundable, and cannot be transferred, clarifying long-standing administrative practice.

Councilman Hansen asked if this was for the designated in-fill areas only. Mr. Hansen explained that this would be a citywide policy, not just for designated in-fill areas "A" and "B" as defined in Tooele City Code.

Council members expressed a need for more time to review the details, ask more questions, and consider potential implications before providing direction; therefore, the proposal was held for further discussion at a future work session.

6. Closed Meeting ~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady stated there was a need for a Closed Meeting due to litigation and/or property acquisition.

Motion: Councilman McCall moved to proceed to a Closed Meeting to discuss litigation and/or property acquisition. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion passed 5-0.

The public meeting recessed at 6:29 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the Closed Meeting to order at 6:33 p.m.

Roll Call: Councilman Dave McCall, Councilman Ed Hansen, Councilwoman Maresa Manzione, Councilwoman Melodi Gochis, (via telephone), and Chairman Justin Brady.

Also in Attendance: Mayor Debbie Winn; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Shannon Wimmer, Finance Director; Jamie Grandpre, Public Works Director; Paul Hansen, Contract City Engineer; Andrew Aagard, Community Development Director, Darwin Cook, Parks & Recreation Director; Police Chief Adrian Day; Nathan Farrer, Assistant Public Works Director.

No minutes were taken during the closed meeting.

7. Adjourn

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 6:48 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ____ day of December, 2025

Justin Brady, City Council Chair

DRAFT

City Council Business Meeting Minutes

Date: December 3, 2025

Time: 7:00 p.m.

Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present:

Justin Brady
Dave McCall
Maresa Manzione
Ed Hansen

Council Members Excused:

Melodi Gochis

Staff Present:

Debbie Winn, Mayor
Matthew Johnson, City Attorney
Jamie Grandpre, Public Works Director
Nathan Farrer, Assistant Public Works Director
Darwin Cook, Parks and Recreation Director
Jon Gossett, Planning Commissioner
Chris Sloan, Planning Commissioner
Kelley Anderson, Planning Commissioner
Police Chief Adrian Day
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director,
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder

Minutes Prepared by Shilo Baker

1. Pledge of Allegiance

Chairman Brady opened the meeting at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Maresa Manzione, Present
Dave McCall, Present
Justin Brady, Present
Ed Hansen, Present
Melodi Gochis, Excused

3. Mayor's Youth Recognition Awards

Presented by Mayor Debbie Winn

Mayor Winn presented the Mayor's Youth Recognition Awards and welcomed attendees. She was assisted by Mayor-Elect Manzione in distributing backpacks with reward items donated by local businesses. The first award was given to Paisley Jenkins, who attends West Elementary. Paisley was nominated by Katherine Fetzer and Marcy Martinez. Mayor Winn expressed that we have really great teachers, and thanked them for their support of this program. Paisley was recognized for her significant contributions to fostering a positive school environment. She demonstrates respect and responsibility in the classroom and helps maintain a welcoming atmosphere. Her recognition highlights her commitment to good citizenship and character. Specifically, she was praised as a caring and dependable friend who actively helps others succeed by encouraging classmates, assisting those who are struggling, and consistently modeling kindness and empathy in all her interactions.

Mayor Winn presented the second award to Wyatt Harper. Wyatt also attends West Elementary, and was nominated by Katherine Fetzer and Marcy Martinez. Wyatt was recognized for demonstrating exceptional responsibility in the classroom. He consistently follows the school's expectations and participates actively in lessons. He is cited as a great example of citizenship and character due to his respect for teachers and commitment to doing his best. Furthermore, he is a supportive and dependable friend who treats everyone with kindness, encourages others, offers help when classmates need it, and works well in groups by listening and collaborating.

Mayor Winn invited the award recipients, their families, and the City Council to take a group photo, which would be shared on social media and in the local newspaper. She expressed appreciation for the students' exemplary conduct. There was a brief pause in the meeting for a photo.

4. Public Comment Period

At 7:10 p.m. Chairman Brady opened the public comment period.

Mr. James Hubbard addressed the council to express ongoing frustration regarding unresolved issues with his street, Pinehurst, specifically related to accessibility for his family who has a child with disabilities. Mr. Hubbard stated that the city's proposed resolution to widen the street is not the answer and will lead to increased parking on both sides, making the street more difficult to navigate. The resident believes citizens are being ignored, noting that he had emailed every council member without receiving a response. Mr. Hubbard also accused the city of using intimidation tactics, alleging that city representatives showed up at their home when he was not present, confronting a caregiver for their disabled daughter. Mr. Hubbard, who expressed that their lives are already difficult due to caring for a daughter who cannot walk or talk, requested that the council engage with him during business hours and is seeking concessions and a direct answer regarding the Pinehurst Street issue.

Seeing no others come forward, Chairman Brady closed the public comment period at 7:13 p.m.

5. Audit Presentation Presented by Larson and Company, Certified Public Accountants

Presented by Martha Hayes, Larson and Company

Martha Hayes of Larson and Company presented the audit report for Tooele City's financial statements for the fiscal year ended June 30, 2025. The firm issued an unmodified opinion, concluding that the financial statements for the governmental activities, business-type activities, each major fund, and aggregate remaining fund information are presented fairly and comply with generally accepted accounting principles (GAAP). The audit was conducted in accordance with generally accepted auditing standards and government auditing standards. The firm confirmed that Tooele City is in a good financial position.

Regarding internal controls and compliance, the auditor reported that they found no material weaknesses or significant deficiencies in internal control over financial reporting. Furthermore, their tests disclosed no instances of non-compliance with auditing standards or the state compliance audit guide. The only finding related to state compliance was a technical one: the General Fund balance exceeded the compliance requirement of 35% of total revenue, which was attributed to a timing issue regarding transfers to the capital projects fund, slated to be corrected in the following year's budget. The auditor also communicated areas of significant audit risk (including revenue recognition and management override of controls) but confirmed they found no uncorrected material misstatements, had no disagreements with management, and encountered no significant difficulties during the audit process.

6. Ordinance 2025-31 An Ordinance of Tooele City Correcting Calculation Error in Ordinance 2024-28, which Amended the Storm Water Mitigation Fee

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre noted that he is presenting this ordinance to correct a small, unobserved error in Ordinance 2024-28, which previously established a schedule for raising stormwater fees in 2024. Specifically, the fee for commercial properties between 10 and 15 acres was incorrectly listed and remained static at \$75 for each of the five years covered by the ordinance. A corrected ordinance is being introduced to adjust this single line item to reflect the intended, progressive fee increases over the five-year period, aligning it with the rest of the fee schedule table. This correction will ensure the city charges the intended amount for properties in that size category.

With no questions from the Council, Chairman Brady called for a motion.

Motion: Councilman Hansen moved to approve Ordinance 2025-31 An Ordinance of Tooele City Correcting Calculation Error in Ordinance 2024-28, which Amended the Storm Water Mitigation Fee. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

7. Resolution 2025-86 A Resolution of the Tooele City Council Consenting to the Mayor's Reappointment of Trent Bristol, Ian Hurley, Virginia Hooper, and Justin Wiker each to an Additional Term on the Tooele City Tree Advisory Board

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook reminded the Council that Tooele City established a seven-member Tree Advisory Board in 2021 via resolution to manage the city's tree inventory and canopy, primarily to help the city regain its Tree City USA designation. He presented this resolution to request the Council's consent for the Mayor's reappointment of four active board members: Trent Bristol, Ian Hurley, Virginia Hooper, and Justin Wiker, all of whom are desirous of continuing their service. Mr. Cook provided an update on the board's ongoing projects, which include planning the replacement tree canopy at the City Park for Arbor Day 2026, finalizing plans for the annual fruit and shade tree giveaways, and a potential tree planting project at the Tooele Valley Museum. He also noted that in the last five years, the city has planted over 500 trees in parks and green spaces, while only removing 45 to 50, successfully increasing the city's tree inventory.

Motion: Councilwoman Manzione moved to approve Resolution 2025-86 A Resolution of the Tooele City Council Consenting to the Mayor's Reappointment of Trent Bristol, Ian Hurley, Virginia Hooper, and Justin Wiker each to an Additional Term on the Tooele City Tree Advisory Board. Councilman Hansen seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilman Hansen, "Aye"; Councilman McCall "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

8. **Resolution 2025-87 A Resolution of the Tooele City Council Acknowledging the Mayor's Reappointments of Tyson Hamilton and Kelley Anderson, and New Appointment of Sarah Faircloth to the Planning Commission**

Presented by Debbie Winn, Mayor

Mayor Winn began by emphasizing the vital role of volunteers in the city's operation, and expressed appreciation to those who are willing to serve. She requested the Council's acknowledgment of three appointments to the Planning Commission. The two reappointments are Tyson Hamilton and Kelly Anderson, who will both serve additional four-year terms expiring on December 31, 2029. Additionally, Sarah Faircloth is being newly appointed to serve as an alternate Planning Commission member, replacing Mr. Jon Gossett, who was recently elected to the City Council. Mayor Winn expressed gratitude for the growing number of qualified residents interested in serving, noting that she, Councilwoman Manzione, and Chairman Brady had interviewed several excellent candidates for the position.

Motion: Councilman Hansen moved to approve Resolution 2025-87 A Resolution of the Tooele City Council Acknowledging the Mayor's Reappointments of Tyson Hamilton and Kelley Anderson, and New Appointment of Sarah Faircloth to the Planning Commission. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

9. **Resolution 2025-88 A Resolution of the Tooele City Council Re-Appointing Chris Sloan and Weston Jensen, and Newly Appointing Amanda Cordova and Frank John Linford to the Tooele City Planning Commission**

Presented by Justin Brady, City Council Chairman

Chairman Brady presented this resolution regarding several appointments and reappointments to the Planning Commission. The proposed reappointments included Chris Sloan and Weston Jensen, each for four-year terms expiring December 31, 2029. To fill the vacancy created by the resignation of Commissioner Matt Robinson, the resolution requested the appointment of Amanda Cordova to serve the remainder of Mr.

Robinson's term, which ends December 31, 2027. Finally, with the expiration of Alison Dunn's term and her resignation, the resolution requested to appoint Frank John Linford to serve as an alternate member for a four-year term expiring December 31, 2029.

Chairman Brady acknowledged the nominees present and expressed gratitude for their commitment to serving the city.

Motion: Councilwoman Manzione moved to approve Resolution 2025-88 A Resolution of the Tooele City Council Re-Appointing Chris Sloan and Weston Jensen, and Newly Appointing Amanda Cordova and Frank John Linford to the Tooele City Planning Commission Presented by Justin Brady, City Council Chairman. Councilman Hansen seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilman Hansen, "Aye"; Councilman McCall "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

10. Resolution 2025-91 A Resolution of the Tooele City Council Re-Appointing Jed Winder to the North Tooele City Special Service District

Presented by Justin Brady, City Council Chairman

Chairman Brady presented this resolution as he serves as the City Council liaison to the North Tooele City Special Service District (NTCSSD). He mentioned that the NTCSSD Board is now a five-member board, reduced from a seven-member board a few years ago. Chairman Brady announced that Mr. Winder has served since 2008, and that he actively participates, does a great job, and knows the area very well. This reappointment would be a four-year term beginning January 1, 2026 through December 31, 2029.

Motion: Councilman McCall moved to approve Resolution 2025-91 A Resolution of the Tooele City Council Re-Appointing Jed Winder to the North Tooele City Special Service District. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

11. Resolution 2025-89 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal

Presented by Shilo Baker, City Recorder

Ms. Baker presented a list of obsolete technology equipment, including phones, computers, monitors, and printers, for the Council to declare as surplus. She noted that these items had reached the end of their usable life and no longer meet the city's technology needs. In accordance with policy, the IT Department retained replaced devices for a designated period and evaluated them for salvaging or repurposing components before deeming them surplus. Approval was requested to declare these items surplus so they can be responsibly recycled.

Motion: Councilman Hansen moved to approve Resolution 2025-89 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal. Councilman McCall seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilman Hansen, "Aye"; Councilman McCall "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

12. Invoices and Purchase Orders

Presented by Shilo Baker, City Recorder

Chairman Brady announced that there were no invoices or purchase orders to present for consideration during the meeting.

13. Minutes

- ~ November 12, 2025 General Vote Canvass Meeting Minutes
- ~ November 19, 2025 Work Meeting Minutes
- ~ November 19, 2025 Business Meeting Minutes

There were no corrections to the minutes.

Motion: Councilwoman Manzione moved to approve the November 19, 2025 City Council Work Meeting Minutes and the November 19, 2025 City Council Business Meeting Minutes. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye", Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

14. Adjourn

Chairman Brady adjourned the meeting at 7:36 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this _____ day of December, 2025

Justin Brady, City Council Chair

