

AGREEMENT
between
WEBER COUNTY
and
GVH DISTRIBUTION
for access and installation of a security fence

This Agreement ("Agreement") is between **WEBER COUNTY**, a body corporate and politic of the State of Utah on behalf of the Weber County Culture, Parks, and Recreation Department ("County") and **GVH Distribution Northwest, Inc** located at 2458 Rulon White Blvd., Ogden, UT 84404 ("GVH"). County and GVH may be referred to jointly as the "parties."

RECITALS

WHEREAS, County owns and operates the Weber County Shooting Complex (the "Shooting Complex") located at 2446 Rulon White Blvd., Ogden, UT 84403; and

WHEREAS, GVH owns and/or operates property directly north and adjacent to the Shooting Complex at the address listed above; and

WHEREAS, County desires to install a fence for security purposes between the property owned or operated by GVH and the Shooting Complex; and

WHEREAS, due to existing water lines and other infrastructure, County is unable to install a security fence directly on the property line between GVH and the Shooting Complex and therefore the parties have agreed to allow for the security fence to deviate from the property line subject to the terms and conditions stated herein this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. **SCOPE OF AGREEMENT**

County shall be permitted to access GVH's property for the purpose of installing a security fence. The security fence shall be installed approximately at the location indicated in the attached **Exhibit A**.

County shall be responsible for the entire cost associated with the installation of the security fence and in no event shall GVH bear any responsibility or liability for costs associated with the installation of the security fence. Furthermore, any disturbance caused to GVH's property as a result of the installation of the security fence shall be returned to the original or better than original condition. County agrees that there shall not be any excavating or alteration to the GVH property nor shall County alter the existing slope of the GVH property.

County shall retain ownership and be responsible for the maintenance of the security fence in perpetuity. In the event GVH elects to occupy or use its property whereon the security fence is installed or otherwise requires the security fence to be removed from the property owned by GVH, GVH shall contact the County and request the removal of the security fence. County shall comply with a request for removal of the security fence from the property owned by GVH in a reasonable time but not later than 90 days after a written request from GVH. All costs associated with the removal of the security fence shall be the responsibility of the County.

2. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the date of the last party to execute this Agreement and will continue so long as the security fence is installed on GVH's property ("Term"). The parties reserve the right to review this Agreement on a regular basis regarding performance and may negotiate amendments during the term of this Agreement.

3. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and GVH under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the parties of employer and employee, partners or joint venturers.

4. AGENT

No agent, employee or servant of GVH or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. GVH and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. GVH and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or

other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

7. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

8. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire integrated understanding between the parties and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10. INTERPRETATION

The parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

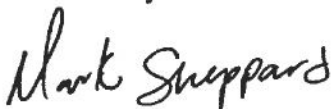
Commissioner Froerer voted ____

Commissioner Harvey voted ____

Commissioner Bolos voted ____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor



GVH Distribution Northwest, Inc.

By: Mark Sheppard

Title: Real Estate Manager

Date: 9/5/25

EXHIBIT A

