

COTTONWOOD HEIGHTS  
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION NO. 2024-01

A RESOLUTION APPROVING AN AGREEMENT WITH VENN COLLABORATIVE  
FOR CANYON CENTRE PARK MASTER PLANNING SERVICES

**WHEREAS**, the Community Development and Renewal Agency (“Agency”) of the city of Cottonwood Heights (the “City”) was created to transact the business and exercise all of the powers provided for in the Limited Purpose Local Government Entities - Community Reinvestment Agency Act (Title 17C, Chapters 1 through 5, UTAH CODE ANNOTATED (1953 as amended) and any subsequent, replacement or amended law or act (the “Act”); and

**WHEREAS**, pursuant to a “Development Agreement” concerning the “Canyon Centre” project area (the “Project”) that is located at or near 7350 South Wasatch Blvd. in the City, Agency owns, or soon will own, an approximately one-acre parcel of land located within the Project to be improved as a future public park (the “Park”); and

**WHEREAS**, Agency recently solicited proposals from qualified providers to perform master planning services concerning the future Park; and

**WHEREAS**, after reviewing the responsive proposals, Agency desires to engage **Venn Collaborative, LLC** (“Provider”) to provide master planning, design and related services for City’s planned Park as described in a proposed agreement (the “Agreement”) between Agency and Provider, a copy of which is attached as an exhibit hereto; and

**WHEREAS**, Agency’s governing board (the “Board”) met on 21 May 2024 to consider, among other things, approving Agency’s entry into the Agreement; and

**WHEREAS**, after careful consideration, the Board has determined that it is in the best interests of Agency and its constituents to approve Agency’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the governing board of the Cottonwood Heights Community Development and Renewal Agency that the Agreement be, and hereby is, approved, and that Agency’s chief executive officer and secretary are authorized and directed to execute and deliver the Agreement on behalf of Agency.

This Resolution, assigned no. 2024-01, shall take immediate effect following Agency’s provision of any additional notice(s) or acts as may be required by the Act or other applicable law.

**PASSED AND APPROVED** effective 21 May 2024.

ATTEST:

By:  \_\_\_\_\_  
Paula Melgar, Secretary



**COTTONWOOD HEIGHTS COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY**

By:  \_\_\_\_\_  
Michael T. Weichers, Chairman

**VOTING:**

Michael T. Weichers	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Holton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Suzanne Hyland	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Shawn E. Newell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ellen Birrell	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the Secretary of the Cottonwood Heights Community Development and Renewal Agency this 21<sup>st</sup> day of May 2024.

# Amendment to Scope of Work and Fee Proposal

## Canyon Centre Public Park

**THIS AMENDMENT** (this “*Amendment*”) is entered into effective 21 May 2024 between **VENN COLLABORATIVE, LLC**, a Utah limited liability company (“*Provider*”), and the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*Agency*”), and shall be deemed to amend the “Scope of Work and Fee Proposal—Cottonwood Heights Canyon Centre Public Park Master Planning Services” (the “*Agreement*”) that is attached to this Amendment.

Section 1. **Background.** Agency desires to engage a qualified provider to provide master planning, design and related services for a one-acre park that will be constructed and located at 7371 Canyon Centre Parkway in the Canyon Centre development near the mouth of Big Cottonwood Canyon. Provider is in the business of providing such services and has proposed to provide services as specified in the Agreement (the “*Services*”).

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Amendment to Article No. 8.** The first paragraph of Article No. 8 is amended to (a) restate the third sentence thereof in its entirety as follows: “*Any suit to enforce this Agreement shall be instituted only in the Third District Court of Salt Lake County, Utah, which shall have exclusive jurisdiction.*”; and (b) include the following sentence at the end of such paragraph: “*To the fullest extent legally permissible, both parties irrevocably waive any right to jury trial in any suit to enforce this Agreement.*”

(b) **Amendment to Article No. 12.** Without limiting the generality of Article No. 12 of the Agreement, Provider shall maintain in full force and effect a broad form comprehensive workmen’s compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Services. Such policy shall be maintained on the minimum basis of Two Million Dollars (\$2,000,000.00) combined single limit. Provider shall cause Agency, the city of Cottonwood Heights, and their respective officers, employees and other designees to be named as additional insureds under such policy and shall provide to Agency a certificate evidencing such insurance coverage before commencing work under the Agreement and thereafter promptly upon the Agency’s request. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to Agency. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Agency may carry.


(c) **Amendment to Article No. 13.** The second paragraph of Article No. 13 of the Agreement is amended to omit the following sentence: “*CONSULTANT’s total aggregate liability under this Agreement shall not exceed the compensation received by CONSULTANT under the applicable Work Release.*”

Section 3. **No Other Modifications.** Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

**PROVIDER:**

**VENN COLLABORATIVE, LLC**, a Utah limited liability company

By:   
Scott C. Peters, Principal, Manager

**AGENCY:**

**COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

**ATTEST:**

By:   
Paula Melgar, Secretary



By:   
B. Tim Tingey, CEO



# SCOPE OF WORK AND FEE PROPOSAL

## CANYON CENTRE PUBLIC PARK MASTER PLANNING SERVICES

---

May 16, 2024

### PROJECT BACKGROUND

The Cottonwood Heights Community Development and Renewal Agency, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (Agency, CLIENT) would like to start the master planning and design process for a one-acre park that will be constructed and located at 7371 Canyon Centre Parkway in the Canyon Centre Development near the mouth of Big Cottonwood Canyon. This project is part of a Community Reinvestment Area, and the original development agreement includes that the Agency will design, construct, and maintain a public park within the site. The attached Canyon Centre – Phase 1 & 2 Conceptual Planting Plan shows the park parcel, labeled as ‘Canyon Center Plaza’ and ‘Lawn Area.’ The plan shows amenities, but it is only an initial concept rendering and there are no already-planned improvements for the site.

The park cannot be constructed until the development is complete; however, the Agency would like to start the park master planning and design process. At this time, the Agency would like to focus only on preparing a conceptual master plan, including some limited public engagement opportunities, which would involve meetings with the City of Cottonwood Heights (City) Parks, Trails, and Open Space (PTOS) Committee, City Council, and potentially one general public input meeting primarily focused on residents who live in the area of the park. The Agency would like to utilize existing available data and aerial imagery to develop the master plan.

### SCOPE OF WORK

Venn Collaborative, LLC (CONSULTANT) will provide park master planning services for the Canyon Centre Public Park (the Project) as described in this Scope of Work. Scott Peters, PLA, ASLA, will serve as the Principal/Sr. Landscape Architect and be the primary point of contact with Client. Specific tasks include:

- 1.0 Park Master Planning
- 2.0 Public / Community Outreach

These tasks are further described below.

#### 1.0 PARK MASTER PLANNING

##### 1.1 Identification and Prioritization of Park Program

CONSULTANT will meet with CLIENT to review the goals, objectives, scope, and schedule for the park master planning process, identify a preliminary program and proposed amenities to be included in the park master plan, and obtain project information.

##### Deliverable

- Final Park Program

## 1.2 Data Collection and Base Mapping

CONSULTANT will collect site information from CLIENT to be used as the foundation for communications, analysis, and master planning. CONSULTANT will gather and compile the site information for the project through coordination with CLIENT. This task will consist of the following:

- CLIENT will provide CONSULTANT with available relevant data pertinent to on- and off-site conditions, design regulations, design criteria, and City standards that could influence the master plan concepts for the park. This data includes engineering and environmental documents; existing property boundaries, rights-of-way, perimeter streets, topography, utilities, ditches, perimeter walls and fences, structures, easements, vegetation, and other site improvements; and aerial imagery in AutoCAD format.
- Utilizing the available site data, CONSULTANT will prepare an electronic base map for master planning.

### Deliverable

- An electronic base map for master planning of the park

### Assumptions

- CLIENT will provide site data to be used in preparing the Project base map.
- Site survey and geotechnical engineering work are not included in this scope of work.

## 1.3 Site Analysis

Based on available data and the base map prepared for the Project, CONSULTANT will evaluate and analyze the existing characteristics and conditions of the site. The purpose of this evaluation is to identify general site conditions and constraints in relation to the potential park facilities. During this task, the design team will visit the site, interpret the data previously collected, and evaluate what aspects of the site can be capitalized on to develop unique and site-responsive master plan solutions based on the park program. This task will consist of the following:

- CONSULTANT will review available pertinent planning documents and site data provided by CLIENT.
- Utilizing available data provided by CLIENT, Google Earth, and available secondary data; CONSULTANT will:
  - Visit the site and conduct a site-specific analysis of the site and immediate surroundings.
  - Evaluate the site topography identifying high points, low points, and general drainage conditions, grade changes, and slopes.
  - Evaluate if the adjacent land use is compatible with park features or if buffering or barriers will be needed.
  - Review existing and proposed infrastructural/utilities.

### Assumptions

- CLIENT will provide data to be used for the site analysis, including but not limited to: site boundaries, topography, existing and proposed site improvements, and off-site drainage patterns and volumes, direction of flow, watershed areas, and retention requirements.

## 1.4 Preparation of Conceptual Master Plan Alternatives

Development of conceptual master plan alternatives is the first step in synthesizing the site analysis data with the design programming information identified during the previous tasks. CONSULTANT will develop creative master plan alternatives for the park that address the functional, spatial, and contextual aspects of the program; direction from CLIENT; and site opportunities and constraints. This task will consist of the following:

- CONSULTANT will prepare conceptual master plan alternatives for the park based on the identified and prioritized park amenities and program elements, considering on-and off-site conditions.

- CONSULTANT will meet with CLIENT to review the conceptual master plan alternatives for the park.

#### Deliverables

- One (1) digital copy of each conceptual master plan alternative at an appropriate scale

#### Assumptions

- CONSULTANT will prepare up to two (2) conceptual master plan alternatives for the park.
- The conceptual master plan alternatives will be prepared in a freehand/sketch format.

### 1.5 Preparation of Final Master Plan

Based on input on the conceptual master plan alternatives for the park and direction from CLIENT, CONSULTANT will prepare a preferred master plan alternative for the park. The preferred master plan alternative will be prepared in freehand/sketch format with the dimensions of the elements accurately depicted. This is critical in developing a realistic and feasible master plan. The design products will be a graphic master plan for the site, indicating a relatively accurate arrangement of the park program elements and how the areas between these elements are treated relative to conceptual grades, drainage, and landscaping.

This task will consist of the following:

- CONSULTANT will arrange the best features from the previous conceptual master plan alternatives into a single draft preferred master plan that incorporates creative suggestions, budget limitations, site constraints, and CLIENT direction.
- CONSULTANT will meet with CLIENT to review the draft preferred master plan.
- CONSULTANT will finalize the preferred master plan incorporating CLIENT's comments and prepare a final graphic rendering of the preferred park master plan. This plan will be rendered to a professional presentation style. Using graphics and labels, the rendering will depict the location and arrangement of the major site features and facilities.
- CONSULTANT will prepare a rough order of magnitude (ROM) master plan-level estimate of probable construction costs for the elements identified in the final preferred master plan.

#### Deliverables

- One (1) digital copy of the draft preferred master plan
- One (1) digital copy of the final preferred master plan
- ROM estimate of probable construction costs

#### Assumptions

- The draft preferred master plan will be prepared in a freehand/sketch format.
- The final product of the master plan will be a master plan rendering indicating the preferred plan and support materials and documentation developed during the planning efforts. Preparation of a formal comprehensive report document or design concept report and additional support graphics are not included in this scope of work.
- Detailed design of site-specific features is not included in this task. Conceptual recommendations and assumptions will be evaluated to assist with estimating costs, but research and design of specific treatments are not included.

## 2.0 PUBLIC / COMMUNITY OUTREACH

CONSULTANT will assist CLIENT with public outreach to invite City representatives and the community to review and make comments on the preferred master plan for the park as follows:

- Provide illustrative master plan renderings and material of the master plan at an appropriate scale for review and presentation to Client, City representatives, and the community.
- Present the preferred master plan alternative to the PTOS committee.
- Present the preferred master plan alternative to the City Council.
- Assist the Agency with facilitating up to one (1) community meeting and gather community comments.

### Deliverables

- Up to two (2) presentation boards of the preferred master plan

### Assumptions

- The community meeting will be facilitated in an open house format.
- CLIENT will secure the venue for the community meeting and provide any needed fees and insurance.
- CLIENT will develop and send out the advertisement notices for the community meeting.

## EXCLUSIONS

The following services are not included in this scope of work:

- Native plant inventory and salvage plan preparation and submittal
- Biological and cultural resource surveys and studies
- Phase 1 Environmental Site Assessments
- Geotechnical investigations and studies
- Site boundary and topographic surveys
- Civil, structural, and electrical engineering
- Architectural services
- Preparation of schematic design, design development, and construction documents
- Plan review fees, permits, assessments, taxes, and other fees
- Bidding and construction administration services
- Any services not specifically identified in the Scope of Work

Venn Collaborative can provide these services upon approval of additional service fees and upon receiving authorization in writing prior to proceeding with additional work.

## SCHEDULE

CONSULTANT will coordinate with CLIENT to develop a detailed project schedule following authorization to proceed with work. It is anticipated that the work will be completed in 2024.

## FEE PROPOSAL

CONSULTANT will provide the above Scope of Work for the lump sum fee indicated in the fee schedule below.





Task	Fee
<b>Task 1.0: Park Master Planning</b>	<b>\$18,350</b>
1.1 Identification and Prioritization of Park Program	\$1,400
1.2 Data Collection and Base Mapping	\$1,950
1.3 Site Analysis	\$1,200
1.4 Preparation of Conceptual Master Plan Alternatives	\$8,000
1.5 Preparation of Final Master Plan	\$5,800
<b>Task 2.0: Public / Community Outreach</b>	<b>\$3,950</b>
2.1 Presentation to PTOS Committee and City Council	\$2,150
2.2 Community Open House	\$1,800
<b>Expenses</b>	<b>\$300</b>
<b>TOTAL</b>	<b>\$22,600</b>

## TERMS AND CONDITIONS

### Article No. 1 – Professional Services Charges

As compensation for all services properly rendered by Venn Collaborative, LLC (hereinafter referred to as Consultant) for CLIENT pursuant to this Agreement, CLIENT agrees to pay CONSULTANT within thirty (30) days of invoice date.

All statements rendered to CLIENT by CONSULTANT shall indicate the number of hours worked, date worked, and such additional information as CLIENT shall reasonably request, unless the work release is by lump sum in which case the invoice will reflect the percent complete. The compensation shall in no event exceed the amount stated in the Work Release or Cost/Fee Proposal without express written approval by CLIENT.

### Article No. 2 – Termination

This Agreement may be terminated by either party by not less than ten (10) days written notice to the other party specifying a substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. But such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Agreement is terminated for CLIENT's convenience, CONSULTANT shall be paid for services performed to the termination notice date plus termination charges. Termination charges shall include only CONSULTANT's subcontractor personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred for subcontractors directly attributable to termination.

In addition, in the event of termination for any reason prior to completion of all reports contemplated by this Agreement, CONSULTANT reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered by them necessary to protect their professional reputation, to complete a report on the services performed to date. Any such work shall be at CONSULTANT's sole expense.

### Article No. 3 – Suspension of Services

CLIENT may at any time, by ten (10) days written notice to CONSULTANT, suspend further performance by CONSULTANT. If payment of statements by CLIENT is not maintained on a thirty (30) day current basis, CONSULTANT may by ten (10) days written notice to CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of CONSULTANT, make this Agreement subject to termination or renegotiation.

All suspensions shall extend the contract schedule commensurately, and CONSULTANT shall be paid for services performed to the suspension notice date plus suspension charges. Suspension charges shall include only



CONSULTANT's subcontractor personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred for subcontractors directly attributable to suspension.

In addition, in the event of suspension of services for any reason prior to completion of all reports contemplated by this Agreement, CONSULTANT reserves the right to complete such analyses and records as are necessary to place their files in order and, where considered by them necessary to protect their professional reputation, to complete a report on the services performed to date. Any such work shall be at CONSULTANT's sole expense.

#### **Article No. 4 – Delays**

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, or delays caused by other third parties. Should such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement. Delays within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

All such delays, and any delays caused by CLIENT, shall extend the contract schedule commensurately, and CONSULTANT shall be paid for services performed to the delay commencement date plus delay charges. Delay charges shall include CONSULTANT's subcontractor personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred for subcontractors directly attributable to such delays.

#### **Article No. 5 – Ownership and Maintenance of Documents**

All materials resulting from CONSULTANT efforts on this project, including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimen data, and any other pertinent data are instruments of CONSULTANT's service, but unless otherwise specified in the scope of services shall be owned by CLIENT once CONSULTANT has been paid for such applicable work product. Rights to intellectual property developed, utilized, or modified in performance of the services shall remain the property of CONSULTANT.

CONSULTANT shall have the right to retain and use copies of drawings, documents, and other data furnished by CONSULTANT and the information contained therein.

CLIENT shall not acquire any rights to any of CONSULTANT's, its subcontractors' or vendors' proprietary computer software that may be used in connection with the services except as expressly provided in the Scope of Work or as may be separately agreed.

All reports and other materials resulting from CONSULTANT efforts on this project are not intended or represented to be suitable for reuse by CLIENT or others on extensions or modifications of this project or any other project. Reuse of said reports or other materials by CLIENT on such extensions, modifications, or other project without written permission or adaption by CONSULTANT for the specific purpose intended shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees arising out of such unauthorized reuse. Any reuse or adaption of the instruments of service occurring with CONSULTANT's written permission shall entitle CONSULTANT to further compensation in amounts to be agreed upon with CLIENT.

#### **Article No. 6 – Assignments and Subcontracts**

Neither party to this Agreement shall assign, subcontract or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party and such consent shall not be unreasonably withheld.

#### **Article No. 7 – Extent of Agreement**



This Agreement represents the entire contract between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

#### **Article No. 8 – Compliance with Laws**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah and the United States without giving effect to the doctrine of conflict of laws. This agreement shall be deemed made and entered into Salt Lake County, Utah. Any suit to enforce this agreement shall be instituted only in the Superior Court of Salt Lake County, Utah or the Federal District Court for the District of Utah and such courts shall have exclusive jurisdiction.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. CLIENT and CONSULTANT shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

#### **Article No. 9 – Dispute Resolution**

Any dispute arising out of or in connection with this Agreement or any Work Release shall, to the extent practicable, be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action. Notwithstanding the foregoing, however, either Party may seek provisional legal remedies if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

In the event of litigation or arbitration between the two parties to this Agreement, all reasonable costs and attorney fees to enforce this Agreement, incurred by the prevailing party, shall be reimbursed by the non-prevailing party.

#### **Article No. 10 – Independent Contractor Status**

Nothing in this Agreement shall construe CONSULTANT or any of their employees or agents to be CLIENT/owner employees, agents, or representatives. CONSULTANT shall be an independent contractor and shall have responsibility for and control over the details and means for performing the services described herein. CONSULTANT shall be subject to the directions of CLIENT only with respect to the scope of services and the general results required.

#### **Article No. 11 – Warranty**

CONSULTANT warrants their services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the consulting profession. No other warranty or representation, either expressed or implied, is included or intended under this Agreement.

#### **Article No. 12 – Insurance**

CONSULTANT agrees to maintain statutory workers' compensation insurance coverage, employers' liability, comprehensive general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates shall be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties.

#### **Article No. 13 – Indemnity**

Each party agrees to indemnify, hold harmless, and defend the other from and against all liabilities for bodily injury and property damage, excluding consequential damages (including loss of use), caused by willful or negligent acts or omissions of the indemnifying party or its agents, employees, or subcontractors.

Neither party shall be liable to the other party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities; goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special consequential; incidental; indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort



(including negligence), strict liability, indemnity, or another theory. CONSULTANT's total aggregate liability under this Agreement shall not exceed the compensation received by CONSULTANT under the applicable Work Release. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

**Article No. 14 – Limitation of Liability**

CONSULTANT's liability shall be limited to injury or loss caused by the negligence of CONSULTANT, its subcontractors. CONSULTANT shall have no liability for defects in the Work attributable to CONSULTANT's reasonable reliance upon or use of data, design, criteria, drawings, specifications, or other information furnished by CLIENT/owner or third parties retained by CLIENT/owner.

**Article No. 15 – Confidentiality**

CONSULTANT shall hold confidential all business or technical information obtained from CLIENT or its affiliates or generated in the performance of services under this Agreement. CONSULTANT shall not disclose such information without CLIENT's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order or other governmental directive; and/or (4) protection of CONSULTANT against claims or liability arising from performance of services under this Agreement. CONSULTANT's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

Unless otherwise directed by CLIENT, CONSULTANT shall have the right to disclose the CLIENT's name and a general description of the type of services provided for marketing and reference purposes only. Detailed information concerning the services will not be disclosed without the CLIENT's prior approval.

**Article No. 16 – Signatures**

Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Agreement. Any information or notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such other parties and/or address as they may subsequently designate.



Client:

\_\_\_\_\_

Address:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Tax Id No.:

\_\_\_\_\_

Consultant

Venn Collaborative, LLC

3589 E. Avondale Drive  
Cottonwood Heights, Utah 84121

Scott C. Peters

Principal, Manager

May 16, 2024

83-0740235



Conceptual Planting Plan



CANYON CENTRE - PHASE 1 & 2

COTTONWOOD HEIGHTS, UTAH 84124

Exhibit A

4 November 2014

