



Planning Commission Meeting Minutes

Tuesday, November 30, 2021

Planning Commission Members in Attendance: Trevor Wood, Art Adcock, Kylie Lance, Sarah Jorgensen, and Drew Hoffman.

Others in Attendance: Community Development Director Jason Bond, Assistant City Manager Norm Beagley, Peter Evans, LeRoy Kinder, Ken Berg, Dan Olson, Sharron Storrs, Rita Ponder, Shanna Stilson, and Ron Jones.

Commission Chair Wood opened the meeting at 7:00 p.m.

INVOCATION/INSPIRATION THOUGHT- Commissioner Adcock offered an invocation.

PLEDGE OF ALLEGIANCE- Commissioner Lance led the Pledge of Allegiance.

PUBLIC FORUM- Commission Chair Wood opened the Public Forum at 7:03 p.m. there were no comments, so he closed the Public Forum at 7:03 p.m.

Degraffenried 2-Lot Subdivision Preliminary/Final Plan

The Planning Commission will review a preliminary/final plan for a proposed single lot split located at 245 E. 100 N.

Mr. Bond outlined that this is a single lot split which would result in two lots that are roughly a half-acre each (See Attachment 'A'). He noted that one of the lots will have an existing house remain on it and a new house will be built on the additional lot. He added that the City Council approved a deferral agreement for the improvements for this subdivision.

Commissioner Adcock asked if there are redlines from DRC? Mr. Bond responded that there are, but nothing substantial enough to prevent it moving forward with the Planning Commission. He explained that the Planning Commission is the land use authority since it is 3 lots or less. Commissioner Lance asked how much frontage each lot has? Mr. Bond answered that each lot has the required 80 feet of frontage.

Motion: Commissioner Jorgensen motioned to approve the Degraffenried Subdivision with the condition that all Planning and Zoning and Engineering redlines are addressed. Commissioner Lance seconded.

Roll Call:

Commissioner Hoffman	Aye
Commissioner Jorgensen	Aye

Commissioner Lance Aye
Commissioner Adcock Aye
Commissioner Wood Aye

The motion passed unanimously in the affirmative 5 votes to 0.

PUBLIC HEARING- Santaquin Estates Development Agreement/ Rezone

The Planning Commission will conduct a Public Hearing to review a development agreement for the Santaquin Estates Subdivision (located at approximately Main Street and 900 E.) which includes a proposed rezone of approximately 23.28 acres from the R-10 Residential zone to the R-10 Planned Unit Development (PUD) zone.

Mr. Bond clarified that this agenda item is a Public Hearing for the rezone and the development agreement (See Attachment 'B'). He explained that all the property is currently located within the R-10 zone. The proposed zoning for the area is R-10 Planned Unit Development (PUD). The Planning Commission has already made a recommendation for the commercial rezone.

Mr. Bond noted that the developer meets the 15% open space within the project. This is being met through the retention basin, as well as the trail corridor, and an additional park in the Northeast area of the development. He noted that the park area is adjacent to a city owned parcel which is used for storm retention.

Mr. Bond clarified that this project is proposed to be completed within one phase. Commissioner Wood asked Mr. Bond to explain why the developer is proposing to rezone the area. Mr. Bond described that the developer has proposed a PUD from the beginning of their application. With the need of the re-alignment of the Frontage Road and the retention basin it made sense to pursue a PUD for this development.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 7:14 p.m.

Ms. Sharron Storrs stated that her property abuts this development. She asked why a PUD is needed in the area if the zoning was already R-10? She asked what the benefit of a PUD is? She also asked for more information regarding the park. Ms. Storrs stated that she thinks the city is focusing on the development of commercial land rather than benefiting the residents by developing parks and open space. She asked why tax dollars haven't been used to open up Santaquin Canyon. Ms. Storrs stated that she doesn't believe that the parks in the East Bench are desirable or usable. She suggested that some of the commercial land be relinquished for a park in the area instead. She asked that the PUD be reconsidered or a park be considered in the area. Ms. Storrs added that she doesn't want to see a hotel developed on the commercial land.

Ms. Rita Ponder stated that she lives across the street from the proposed development. She expressed that she wouldn't like to see a PUD approved for this subdivision. As a homeowner in the area, she stated that she bought with the knowledge of the neighboring R-10 zoning.

Mr. LeRoy Kinder explained that he isn't against the development, but he would prefer to see it remain as R-10 zoning. He stated that he can understand that Flagship Homes has gone above and beyond to provide the 15% open space. Mr. Kinder recognized that the developer isn't

proposing high density housing with this PUD and stated that if the property isn't to remain R-10 he would support this development.

Mr. Dan Olson stated that he likes the proposed park. He asked what the acreage is of the retention basin combined with the new park area?

Ms. Shanna Stilson stated that she thinks this development should remain R-10 and not be rezoned. She explained that she thinks a PUD will cause parking issues.

Commission Chair Wood closed the Public Hearing at 7:25 p.m.

Mr. Bond explained that the existing retention basin is on a parcel that is .38 acres, it isn't currently a park, but has been landscaped so it could be used as a park. The proposed park area for this project is .37 of an acre. The combined total of those areas is .75 of an acre. He clarified that the developer would be bonding for the improvements of the retention basin, so the basin can be constructed first. Mr. Bond clarified that the developer's proposal does meet the minimum 15% open space requirement for a PUD.

Mr. Bond pointed out that the developer will improve and perpetuate the trail along the Southwest of the development. Since part of this is outside of the development the city will reimburse the developer with park impact fees. He noted that this portion of trail will not be counted towards the required open space.

Mr. Bond clarified that the commercial area is not part of the PUD or the density bonus. He noted that with standard R-10 zoning the developer could build 83 homes. With the proposed PUD they are proposing to build 77 homes. Without the PUD the city would need to buy the land for the proposed retention basin, and for the realignment of the Frontage Road. This could cost the city upwards of 2 million dollars. The PUD allows the city and the developer to trade density in some areas for these amenities. Mr. Bond explained that C-1 Commercial zoning is good planning along Main Street. It doesn't benefit the city other than future tax base revenue. Mr. Bond explained that within the C-1 code it clarifies what uses are allowed within the zone. He stated that there are no planned commercial uses on the commercial parcel. Mr. Peter Evans clarified that they don't have current plans for the commercial area. Mr. Beagley explained that this commercial area is consistent with residential feedback (from the general plan process) regarding the desire for more commercial space and a higher tax base.

Commissioner Wood asked that Mr. Beagley address the debris basin. Mr. Beagley explained that this debris basin is a downstream channel that would be perpetuated with additional land to the North. The land obtained through the PUD is just a small piece of what is needed for the debris basin. Mr. Bond explained that the city obtained a grant from Natural Resources Conservation Service (NRCS) for 9.1 million dollars to build retention basins. However, that money can not be used to acquire land for the debris basins.

Commissioner Hoffman stated that Flagship has met all the requirements and he thinks they have done a great job with this development. Commissioner Wood agreed. He stated that he is in support of it since the PUD will help the city obtain needed amenities in the area. He noted that the developer has listened to residents and changed their proposal to accommodate some of their concerns along the way. Mr. Bond noted that this is a unique PUD because the developer is not trying to maximize their density in the area.

Commissioner Jorgensen noted that she appreciates that all the units are single family homes. She stated that it seems to fit in with the neighborhood better than other plans have in the past. Commissioner Jorgensen asked for more information regarding the front/rear loaded units mentioned in the development agreement. Mr. Bond explained that the development agreement states that the developer would need to choose either front or rear loading units for the smaller lots 'within each area'. There are three areas this would apply to, the units along Main Street, the units along 900 E. and the units along the Seasons of Santaquin. The benefits of front versus rear loading units were discussed.

Commissioner Lance stated that she thinks a debris basin is essential in this area. She thanked the developer for their work on this development in the last few years. She noted that she prefers the rear loading units on the main thruways.

Commissioner Adcock asked for clarity regarding the 4,000 vs 6,000 square foot requirements within code. Mr. Bond explained that according to City Code clustered single-family homes can be on a lot as small as 4,000 square foot lot. He stated that there is no definition of 'clustered single-family homes' within code. He indicated that precedent for interpreting the code was set within the PUD to the North of this development where single-family homes were approved to have lots that were less than 6,000 square feet. Mr. Bond noted that the smallest proposed lot in this proposal is 4800 square feet, while most of the smaller lots are around 5,000 square feet.

Commissioner Wood asked about the power corridor easement that runs through the area, he added that lots 40 and 41 appear to be the most impacted and asked what could be built on those lots. Mr. Evans explained that lot 40 will need to have a long driveway. Lot 41 would require a custom plan, but it may become part of lot 40 and 42 instead.

Mr. Bond explained that as part of a PUD modified setback requirements need a recommendation from the Planning Commission to the City Council to be approved. He reviewed the current setbacks of 25-foot rear and front, with 5-foot side setbacks. The developers proposed modification to the setbacks is a 22-foot front setback, and a 20-foot rear setback. He noted that staff has stressed the importance of a larger front setback for the driveway side. Commissioner Jorgensen asked if there will be sidewalk for the whole development? Mr. Bond confirmed that there will be, with the trail in lieu of sidewalk in those areas where it is built.

Mr. Evans expressed his gratitude for staff's patience with them as they have made multiple reiterations of the proposal. He stated that staff has done a great job negotiating on behalf of its residents.

Motion: Commissioner Jorgensen motioned to recommend approval of the Santaquin Estates Rezone of 23.28 acres R-10 Residential to the R-10 Planned Unit Development (PUD) zone as part of the development agreement. Commissioner Lance seconded.

Roll Call:

Commissioner Wood	Aye
Commissioner Adcock	Aye
Commissioner Lance	Aye
Commissioner Jorgensen	Aye

Commissioner Hoffman

Aye

The motion passed unanimously in the affirmative 5 votes to 0.

Santaquin Estates Preliminary Plan Review

The Planning Commission will review a preliminary plan for a proposed 78-lot subdivision (77 residential, 1 commercial) located at approximately Main Street and 900 E.

Mr. Bond asked the developer if they would agree that the 22-foot setback would be retained from the back of sidewalk to the garage face to provide adequate space for parking. Mr. Evans agreed that this could be maintained. Commissioner Adcock clarified that the setbacks can be modified since this is a proposed PUD. Mr. Bond confirmed this.

Motion: Commissioner Hoffman motioned to recommend approval of the Santaquin Estates Preliminary Plan with the following conditions: That all Planning and Zoning and Engineering redlines be addressed. And that the amendment to the setbacks be approved; including the 22-foot front setbacks on the garage side, 20-foot rear setbacks, and 5-foot side setbacks for the smaller lots identified within the development agreement. Commissioner Lance seconded.

Commissioner Hoffman

Aye

Commissioner Jorgensen

Aye

Commissioner Lance

Aye

Commissioner Adcock

Aye

Commissioner Wood

Aye

The motion passed unanimously in the affirmative 5 votes to 0.

PUBLIC HEARING- Grey Cliffs Development Agreement/ Rezone

The Planning Commission will conduct a Public Hearing to review a development agreement for the Grey Cliffs Subdivision (located east of State Road 198 and approximately 600 N.) which includes a proposed rezone of approximately 293.78 acres. The current zoning of 210.63 acres is R-10 PUD, the proposed zoning for this acreage is R-10 Residential. The current zoning of 22.16 acres is R-10 PUD, the proposed zoning for this acreage is C-1 Commercial. The current zoning of 40.51 acres is R-Ag, the proposed zoning for this acreage is R-10 Residential. The current zoning of 16.04 acres is Ag Agricultural, the proposed zoning is R-10 Residential. The current zoning of 1.04 acres is C-1 Commercial, the proposed zoning is R-10 Residential. The current zoning of 3.43 acres is Ag Agricultural, the proposed zoning is C-1 Commercial.

Mr. Bond explained that this proposed development has been in the works for several years. He noted that this is a large development and it will take more time for the preliminary plans to be ready. He noted that this project has received prior approval for a mass grading permit. Mr. Bond added that the developer is doing this at risk as the development isn't approved yet. The applicant has also decided that they would like to move forward with a standard subdivision rather than a PUD. Mr. Bond explained that part of the proposed rezone is from R-10 PUD, and

AG zoning to a standard R-10 zoning. They would also like to have some Commercial C-1 zoning along the frontage of the highway (See Attachment 'C'). Mr. Bond noted that the developer has provided exhibits of the proposed open space they are planning to provide. He added that the developer doesn't have to provide this open space for the development since it is not a PUD. Mr. Bond pointed out that there is a proposed HOA for 10 lots that abut the Northeast area which is heavily sloped. He noted the improved parks that the developer is proposing. He added that all of the proposed open space would not be improved.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 8:35 p.m.

Mr. Dan Olson stated that the proposed HOA area is the only place where there is access for the mountain. He asked that a trail system or something similar be added to allow the public access to the mountain.

Mr. Ron Jones stated that he grew up on this land. He indicated that he fully supports the progress of this development moving forward. He noted that the rezone goes high up on the mountain and asked if people will be allowed to build way up that far? Mr. Jones noted that the sand pit in the area is a scar on the mountain and he would like to see it restored to natural vegetation. He hopes that there is a mechanism in the development agreement that requires the developer to restore the mountain when they are done.

Commission Chair Wood closed the Public Hearing at 8:40 p.m.

Mr. Bond clarified that the private HOA space would not inhibit public access to the mountain. He explained that as part of the development agreement all of the mountain area would be dedicated as open space to the city. Even though it would be zoned as R-10 these higher areas of the mountain would remain as open space dedicated to the city. The city's intention is to see it remain natural with trail heads, etc. in the area. It is anticipated that bicycle, ATV, or equestrian trails be provided for this area.

Mr. Bond answered that a typical requirement of restoration for the scarred area is included within the mass grading permit. Commissioner Wood clarified that the developer would bond for the restoration in case they were to leave prior to the project being completed.

Commissioner Wood stated that he loves the forethought and connectivity of this proposal. He thinks that this open space could become the crown jewel of the Santaquin City Park system. Commissioner Lance stated that she is in favor of this development. And that the community needs high end and single level housing. She believes the recreational opportunities enhance the proposal.

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council for the Grey Cliffs Rezone as proposed, contingent upon an improved development agreement. Commissioner Jorgensen seconded.

Roll Call:

Commissioner Wood	Aye
Commissioner Adcock	Aye
Commissioner Lance	Aye
Commissioner Jorgensen	Aye

Commissioner Hoffman

Aye

The motion passed unanimously in the affirmative 5 votes to 0.

OTHER BUSINESS

Approval of Meeting Minutes from

November 9, 2021

Commissioner Jorgensen noted that an area of the minutes she would like modified.

Motion: Commissioner Jorgensen motioned to approve the minutes from November 9, 2021, with the suggested modifications. Commissioner Adcock seconded. The motion passed unanimously in the affirmative.

Mr. Bond noted that the next Planning Commission meeting will be held on December 14th. It is anticipated that a City Council Meeting will be held after the Planning Commission meeting. The meeting may be held earlier around 6 p.m. Mr. Bond stated that he will provide more information to the Commissioners as soon as possible.

ADJOURNMENT

Commissioner Lance motioned to adjourn at 9:04 p.m.



Trevor Wood, Commission Chair



Kira Petersen, Deputy Recorder

MEMO



To: Planning Commission

From: Ryan Harris, Staff Planner

Date: November 24, 2021

RE: **Degraffenreid Subdivision Final Review**

Zone: R-8 Size: 0.93 Acres Lots: 2
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The Degraffenreid Subdivision is located at 245 East 100 North. The proposed subdivision is in the R-8 zone and consists of 2 lots on 0.93 acres. Both proposed lots will be 20,419 square feet (.47 acres) and have 82.50 feet of frontage. Both lots meet the requirements of the R-8 zone. There is an existing house on lot 1, which will still meet all setback requirements.

The applicant has proposed a deferral agreement and the City Council has approved the agreement. This allows them to defer the street improvements (i.e. sidewalk, curb and gutter, asphalt, etc.) to a later date.

Subdivisions with three lots or less can combine preliminary and final plans into one submittal. This development qualifies for this process. The final plans were reviewed by the Development Review Committee and a positive recommendation has been forwarded to the Planning Commission. The Planning Commission will be the land use authority for the subdivision

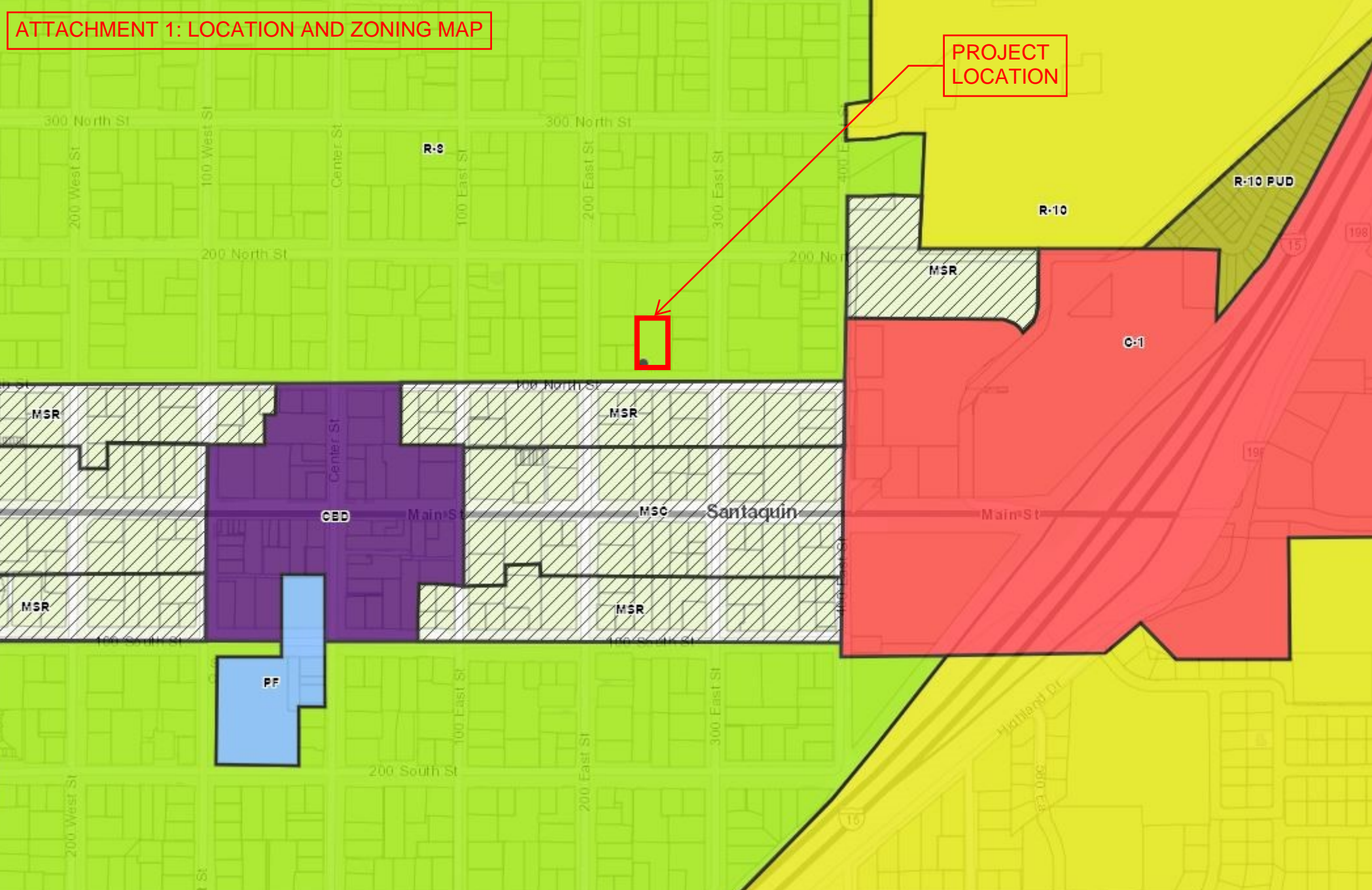
Recommended Motion: “Motion to approve the Degraffenreid Subdivision with the following condition:

- All planning and engineering redlines be addressed.

Attachments:

1. Zoning and Location Map
2. Final Plans

ATTACHMENT 1: LOCATION AND ZONING MAP



DEGRAFFENRIED

A RESIDENTIAL SUBDIVISION

SANTAQUIN, UTAH COUNTY, UTAH

FINAL PLAN SET

OCTOBER 2021

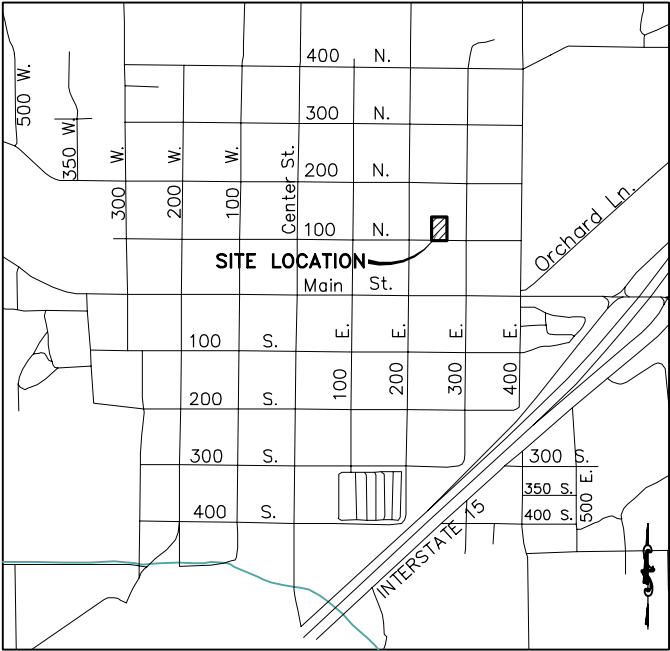
-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2	EXISTING TOPOGRAPHY
3	UTILITY PLAN
4	PRELIMINARY PLAT
5	FINAL PLAT
6	ROS

ZONING CLASSIFICATION=R-15
NUMBER OF BUILDABLE LOTS=2
TOTAL ACREAGE=0.94 ACRES
DENSITY UNITS/ACRE=0.47

GENERAL NOTES:

THE DEVELOPER AND THE GENERAL CONTRACTOR UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO ENSURE THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AN STANDARDS. THESE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM THE FULL COMPLIANCE WITH ALL MINIMUM STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS.

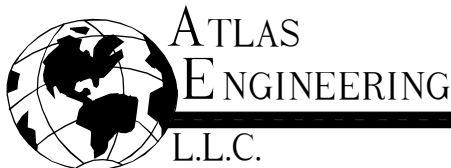


VICINITY MAP
-NTS-

LEGEND

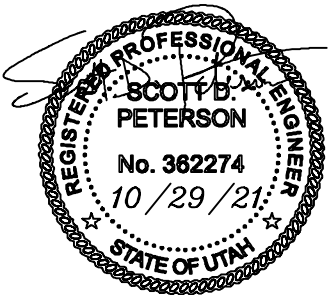
LEGEND APPLIES TO ALL SHEETS

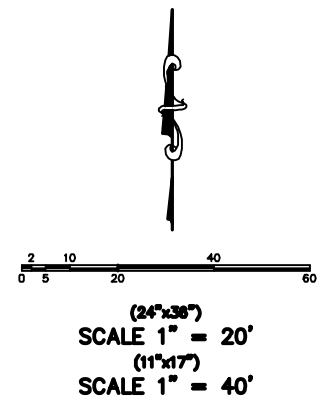
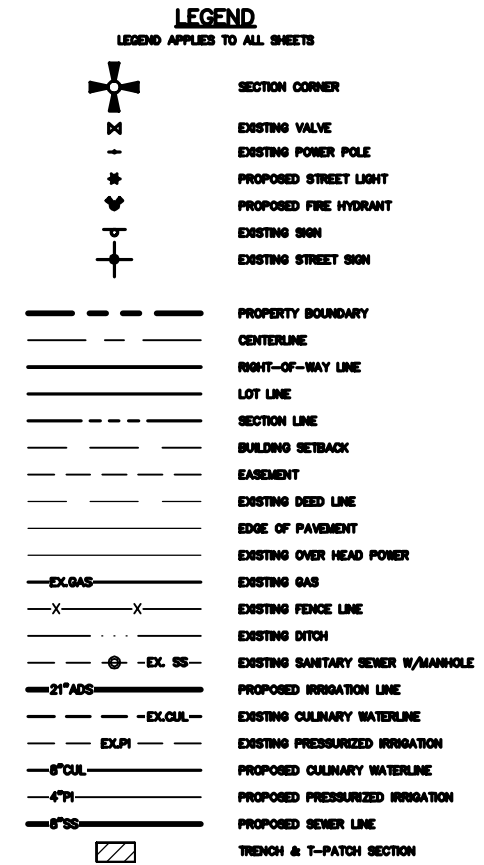
	SECTION CORNER
	EXISTING VALVE
	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED STREET/STOP SIGN
	PROPOSED STREET SIGN
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	BUILDING SETBACK
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING GAS
	EXISTING FENCE LINE
	EXISTING DITCH
	EXISTING SANITARY SEWER W/MANHOLE
	PROPOSED IRRIGATION LINE
	EXISTING CULINARY WATERLINE
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED CULINARY WATERLINE
	PROPOSED PRESSURIZED IRRIGATION
	PROPOSED SEWER LINE



PHONE: 801-655-0566
FAX: 801-655-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

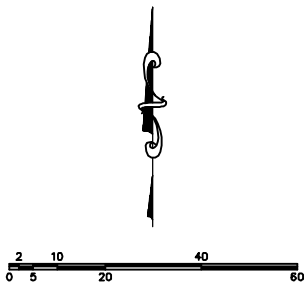
OWNER/DEVELOPER
JIMMY DeGRAFFENRIED
WOODLAND HILLS, UTAH
801-830-5490
lifetimehomesinc@gmail.com



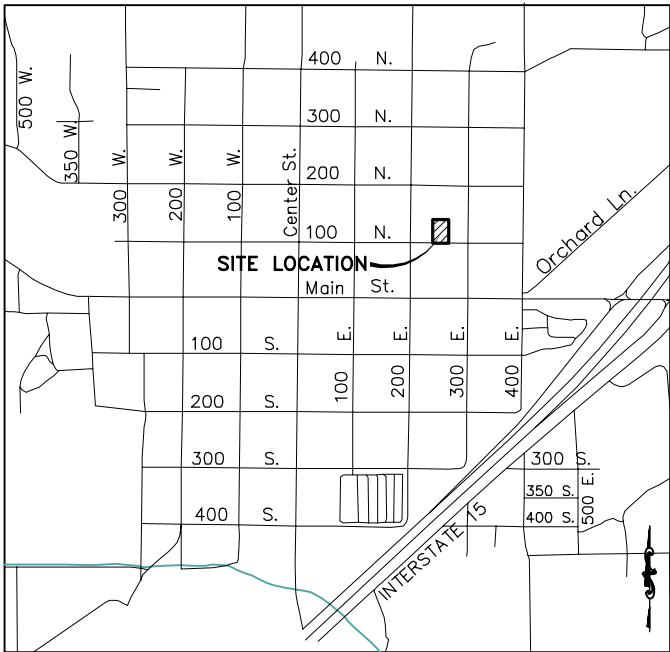


BOUNDARY DESCRIPTION:
BEGINNING AT A POINT WHICH LIES S00°30'42"E 1987.36 FEET AND WEST 826.90 FEET FROM THE THE NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 165.00 FEET; THENCE NORTH 247.50 FEET; THENCE EAST 165.00 FEET; THENCE SOUTH 247.50 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.94 ACRES.

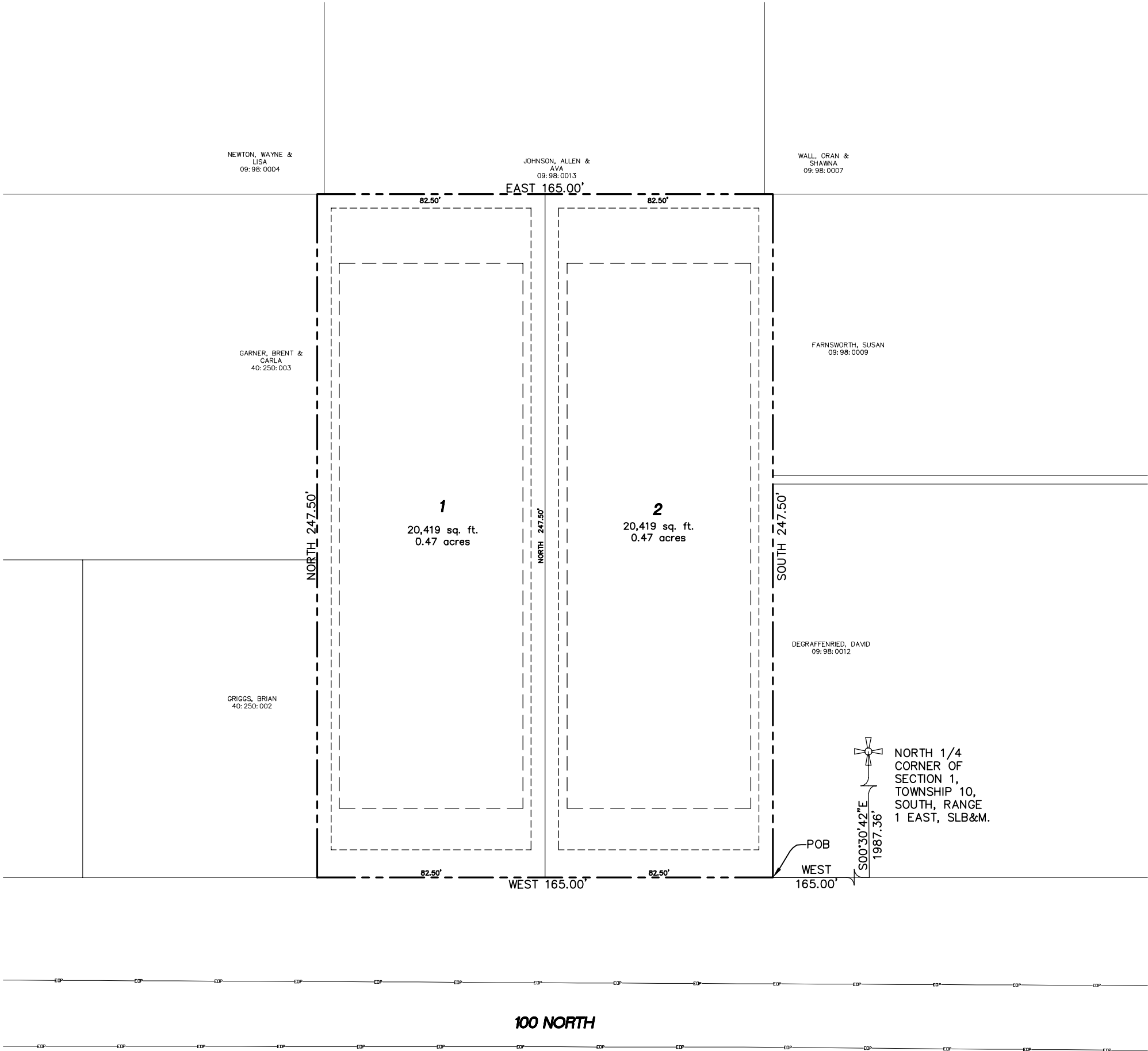
OWNER/DEVELOPER
JIMMY DeGRAFFENRIED
WOODLAND HILLS, UTAH
801-830-5490
lifetimehomesinc@gmail.com



(24"x36")
SCALE 1" = 20'
(11"x17")
SCALE 1" = 40'



VICINITY MAP
-NTS-



SHEET NO.

4

PRELIMINARY PLAT

SANTAQUIN CITY, UTAH

DEGRAFFENRIED

ATLAS

ENGINEERING

L.L.C.

PHONE: 801-655-0566

FAX: 801-655-0109

946 E. 800 N. SUITE A

SPANISH FORK, UT 84660

NO.	REVISIONS	BY	DATE
12			
11			
10			
9			
8			
7			
6			
5			
4			
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2/20/2021-015 Block 33 Santaquin DeGraffenried PRELIMINARY-04-PRELIM PLAT.dwg

10/25/2021 10:13:0 AM MDT

SURVEYOR'S CERTIFICATE

I, BARRY L. PRETTYMAN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IT TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SURVEYOR DATE

BOUNDARY DESCRIPTION

ALL OF LOT 2, BLOCK 33, PLAT "B", SANTAQUIN TOWNSITE SURVEY BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 33, PLAT "B", SANTAQUIN TOWNSITE SURVEY, WHICH POINT LIES SOUTH 00°30'42" EAST 1987.36 FEET ALONG THE QUARTER SECTION LINE AND WEST 826.90 FEET FROM THE NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 165.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 247.50 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE EAST 165.00 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 247.50 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING. CONTAINING 0.94 ACRES.

OWNER'S DEDICATION

(I)WE, _____ BEING THE UNDERSIGNED OWNER(S) OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS(S) THIS _____ DAY OF _____ A.D. 2021.

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF UTAH S.S. ON THE _____ DAY OF _____, A.D. 2021 PERSONALLY APPEARED BEFORE ME _____ WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH

COMMISSION NUMBER / EXPIRES PRINTED FULL NAME OF NOTARY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20 _____ BY THE _____ PLANNING COMMISSION.

DIRECTOR SECRETARY CHAIRMAN PLANNING COMMISSION

DEGRAFFENRIED

A RESIDENTIAL SUBDIVISION IN SANTAQUIN, UTAH COUNTY, UTAH CONTAINING 2 LOTS AND 0.94 ACRES. LOCATED IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH.

CLERK-RECORDER SEAL SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL COUNTY RECORDER SEAL

BLOCK 33, PLAT 'B', SANTAQUIN TOWNSITE SURVEY

NEWTON, WAYNE & LISA 09:98:0004

JOHNSON, ALLEN & AVA 09:98:0013

WALL, ORAN & SHAWNA 09:98:0007

GARNER, BRENT & CARLA 40:250:0003

ORIGGS, BRIAN 40:250:0002 225 E

DEGRAFFENRIED, DAVID 09:98:0012 125 N 300 E

POB WEST 826.90'

NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10, SOUTH, RANGE 1 EAST, SLB&M.

SOUTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10, SOUTH, RANGE 1 EAST, SLB&M.

ROCKY MOUNTAIN POWER APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021.

ROCKY MOUNTAIN POWER REPRESENTATIVE

CENTURYLINK APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021.

CENTURYLINK REPRESENTATIVE

CENTRACOM APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021.

CENTRACOM REPRESENTATIVE

DOMINION ENERGY COMPANY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARENTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED _____ DOMINION ENERGY REPRESENTATIVE

LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- CENTERLINE
- ADDRESSES

GENERAL NOTES

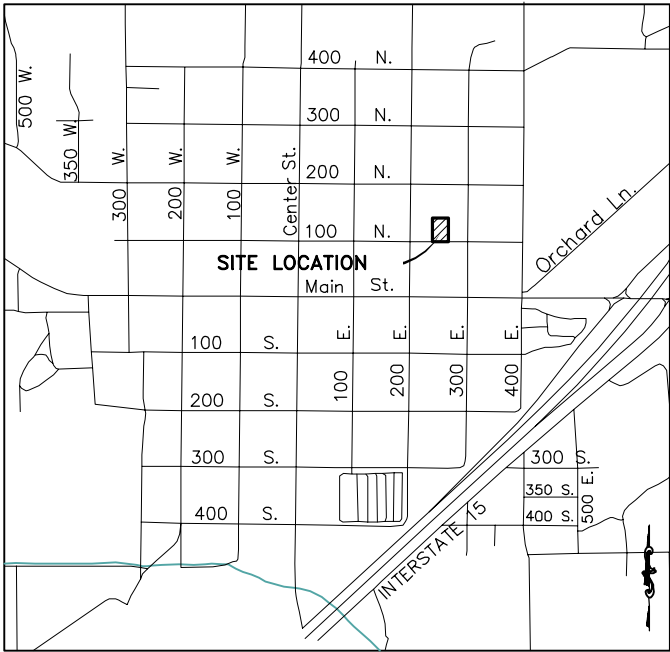
THIS PROPERTY IS LOCATED IN AN AGRICULTURAL COMMUNITY IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES ARE COMMON AND PART OF THE IDENTITY OF SANTAQUIN CITY. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVES MAY NOW OR IN THE FUTURE BE CONDUCTED NEAR THIS PROPERTY. PROPERTY OWNERS NEED TO UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY EXPERIENCE ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT ROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES. ADDITIONALLY, PROPERTY OWNERS MUST REFRAIN FROM TRESPASSING ON PRIVATE PROPERTY WHICH CAN NEGATIVELY IMPACT THE INTEGRITY OF AGRICULTURAL LANDS AND BUSINESSES.

OWNER/DEVELOPER

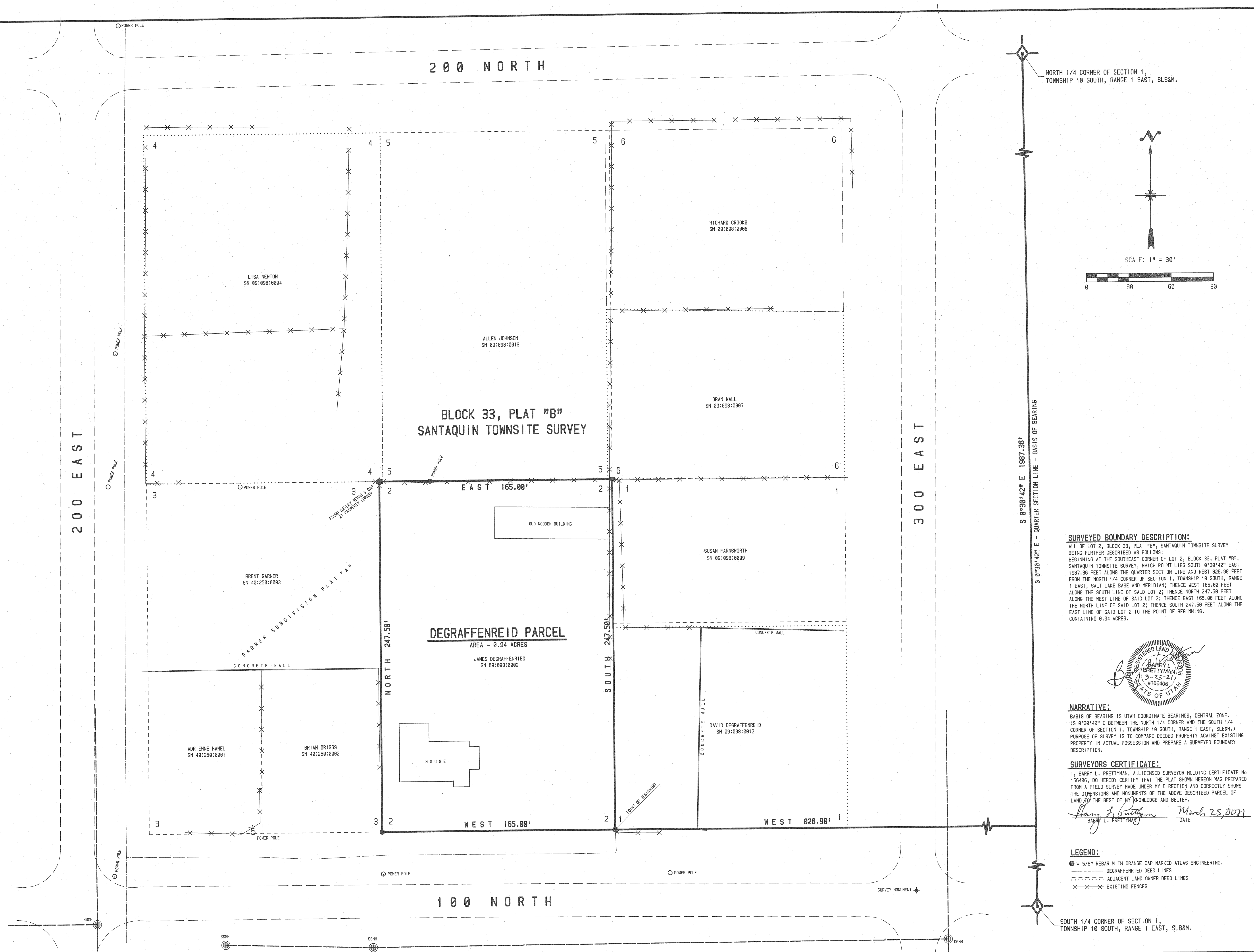
JIMMY DeGRAFFENRIED WOODLAND HILLS, UTAH 801-830-5490 lifetimehomesinc@gmail.com

2 10 40 0 5 20 60

(24"x36") SCALE 1" = 20' (11"x17") SCALE 1" = 40'



VICINITY MAP -NTS-



SURVEYED BOUNDARY DESCRIPTION:
ALL OF LOT 2, BLOCK 33, PLAT "B", SANTAQUIN TOWNSITE SURVEY BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 33, PLAT "B", SANTAQUIN TOWNSITE SURVEY, WHICH POINT LIES SOUTH 0°30'42" EAST 1987.36 FEET ALONG THE QUARTER SECTION LINE AND WEST 826.90 FEET FROM THE NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SLB&M. THENCE WEST 165.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 247.58 FEET ALONG THE WEST LINE OF SAID LOT 2; THENCE EAST 165.00 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 247.58 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING. CONTAINING 0.94 ACRES.

NARRATIVE:
BASIS OF BEARING IS UTAH COORDINATE BEARINGS, CENTRAL ZONE. (S 0°30'42" E BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SLB&M.) PURPOSE OF SURVEY IS TO COMPARE DEEDED PROPERTY AGAINST EXISTING PROPERTY IN ACTUAL POSSESSION AND PREPARE A SURVEYED BOUNDARY DESCRIPTION.

SURVEYORS CERTIFICATE:
I, BARRY L. PRETTYMAN, A LICENSED SURVEYOR HOLDING CERTIFICATE NO. 166406, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM A FIELD SURVEY MADE UNDER MY DIRECTION AND CORRECTLY SHOWS THE DIMENSIONS AND MONUMENTS OF THE ABOVE DESCRIBED PARCEL OF LAND TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Barry L. Prettyman DATE *March 25, 2021*
BARRY L. PRETTYMAN

LEGEND:
● ± 5/8" REDAR WITH ORANGE CAP MARKED ATLAS ENGINEERING.
--- DEGRAFFENREID DEED LINES
--- ADJACENT LAND OWNER DEED LINES
--- EXISTING FENCES

SOUTH 1/4 CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SLB&M.

ATLAS ENGINEERING

946 EAST 800 NORTH - SUITE #A
SPANISH FORK, UTAH - 84660
PHONE: (801) 655-0566

JAMES DEGRAFFENREID
RECORD OF SURVEY PLAT
SANTAQUIN, UTAH

DRAWN BY: B.L.P.
APPROVED BY: B.L.P.
SCALE: 1" = 30'

DATE: MAR. 25, 2021
DATE REVISED:

SHEET No. 1 OF 1

MEMORANDUM

To: Planning Commission

From: Ryan Harris, Staff Planner

Date: November 24, 2021

RE: **Santaquin Estates Subdivision Preliminary, Rezoning
and Development Agreement Review**



Zone: R-10, C-1 Size: 30.85 Acres Units: 77

The proposed Santaquin Estates Subdivision is located at approximately Main Street and 900 East and consists of 30.85 acres. Most of the property is zoned R-10 with a small area zoned Interchange Commercial (C-1) along a portion of Main Street. This review is for the Planning Commission discuss and forward a recommendation to the City Council on the preliminary plans and the rezone which is included as a major component in the development agreement.

Rezone

The applicant is proposing to change the residential portion of the property from R-10 to R-10PUD. The Planning Commission has already reviewed and forwarded a recommendation to the City Council on the commercial portion of the property.

Preliminary Plans

The applicant is proposing 78-lots, which includes 1 commercial lot and 77 single-family lots. The commercial lot will be 5.4 acres and meets all the requirements of the C-1 Zone. The residential lot sizes range from approximately 4,881 square feet (.11 acres) to 15,093 square feet (.35 acres). All residential lots meet the size requirements of the PUD zone. The PUD requires 15% of the development to be open space. The proposed development meets the open space requirement.

Rezone Motion: “Motion to recommend approval or denial of the Santaquin Estates Rezone which is included as a major component in the Development Agreement.”

Preliminary Plans Motion: “Motion to recommend approval or denial of the Santaquin Estates Preliminary Plans with the following conditions

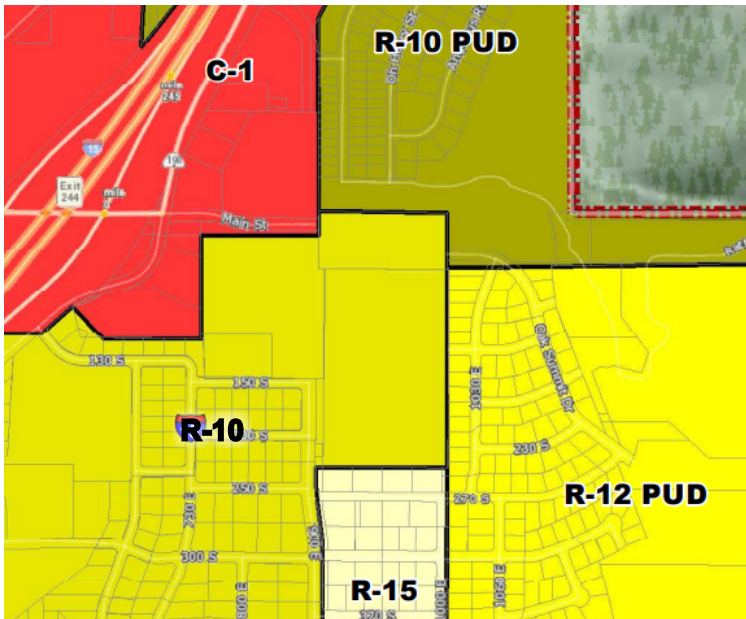
1. All planning and engineering redlines be addressed.”

Attachments:

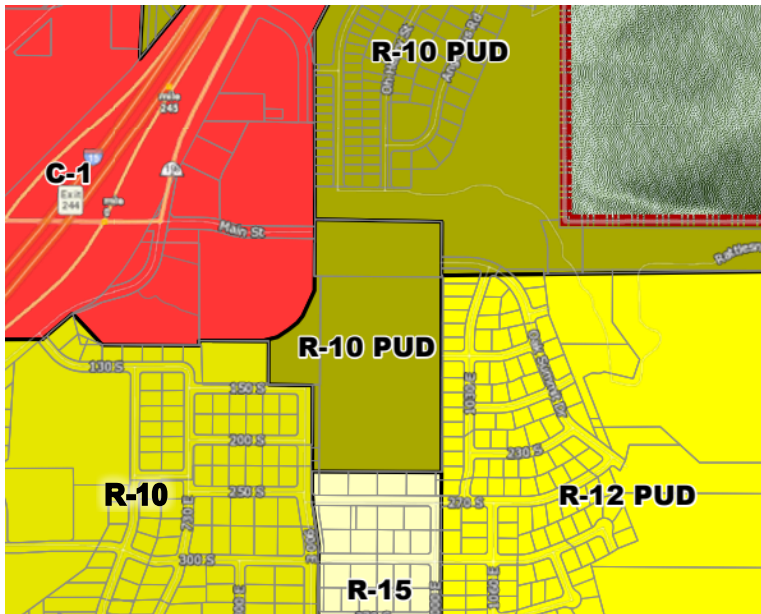
1. Current and Proposed Zoning
2. Preliminary Plan
3. Development Agreement

Zoning Map Showing Subject Property and Surrounding Zoning:

CURRENT



PROPOSED



prepared for:
FLAGSHIP HOMES
170 SOUTH INTERSTATE PLAZA SUITE 250
LEHI, UT 84043
PHONE: (801)766-2592

prepared by:
TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

General Construction Notes:

1. All Mainline piping shall be placed with a minimum of 4'-0" cover over the top of the pipe. Gas lines must meet Dominion Energy's bury requirements.
2. All new culinary water and pressurized irrigation main line pipe shall be PVC C900 DR 18 class 150 unless otherwise approved by the city.
3. Minimum of 8" in diameter culinary water and 6" in diameter pressurized irrigation for new main line pipes.
4. A minimum of 50 PSI static pressure shall be required at all points in the culinary water system within the boundaries of all new subdivisions.
5. Culinary water service meter boxes shall be located within the 6' planter strip. Meters shall be located only in landscaped areas.
6. The minimum required fire flow at the fire hydrant locations shall be 1500 GPM.
7. When required, pressure reducing valve vaults (PRV) shall be located as directed by the City or City Engineer. The City or City Engineer shall provide the contractor with the appropriate downstream pressure setting.
8. Fire hydrants shall be located at all intersections. The maximum spacing between fire hydrants shall not exceed 500' measured along a public right-of-way.
9. Only City personnel shall open and close city water valves, unless otherwise approved in writing by the City.
10. All water samples for culinary water testing shall be collected and delivered by City personnel. The contractor shall pay for the testing expense.
11. Tapping into water lines shall not be allowed in groundwater or mud.
12. All culinary water mainline valves must be attached to the fixture within the intersection and passable irrigation mainline valves shall be located in line with corner lot property lines.
13. All mainline sewer piping sizes 8" to 15" shall be PVC and shall be supplied in lengths no longer than 13'. Main line pipe sizes 18" and larger shall be reinforced concrete pipe.
14. All sewer service laterals taps on existing lines shall be "insert-a-tee-type" connections.
15. The contractor shall provide, install, and maintain all road construction, barricades, channeling devices, and construction signs in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for road construction activities.
16. Traffic access shall be maintained for local residents to properties along construction boundaries.
17. Work performed with the State Highway rights-of-way shall conform to State of Utah specifications for excavation on State Highway prepared by the Department of Transportation.
18. All debris resulting from work on the project shall be disposed of by the contractor. The contractor shall make appropriate arrangements for disposal sites at which debris may be lawfully disposed.
19. No open burning of construction debris shall be allowed.
20. The contractor shall provide mailboxes and posts according to US Postal Service standards and shall place them in the planter strips at locations designated by the City.

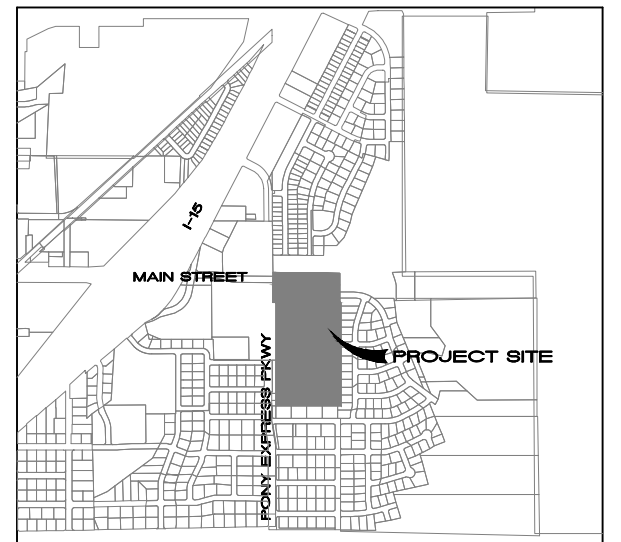
1. The developer and the general contractor understand that it is his/her responsibility to ensure that all improvements installed within this development are constructed in full compliance with all state and Sautainquin City codes, ordinances and standards. These plans are not all inclusive of all minimum codes, ordinances and standards. This fact does not relieve the developer or general contractor from the full compliance with all minimum state and Sautainquin City codes, ordinances and standards.

EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 9S, RANGE 2E
ELEVATION = 4577.63



SHEET NO.	SHEET NAME
1	COVER SHEET
2	PRELIMINARY UTILITY PLAN
3	PRELIMINARY GRADING & DRAINAGE PLAN
OS	OPEN SPACE PLAN
PLAT	PRELIMINARY PLAT

<u>LAND USE:</u>	
PLAT "A" =	30.86 ACRES
ZONING=	C-1, R-10 (PUD)
TOTAL LOTS=	77 LOTS
ACREAGE IN LOTS=	15.15 ACRES
ACREAGE IN ROW=	8.11 ACRES
OPEN SPACE DEDICATION=	3.50 ACRES
ACREAGE COMMERCIAL=	5.42 ACRES
DENSITY OVERALL =	2.43 LOTS/ACRE



VICINITY MAP



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1				TGT
2				TT
3				TGT
4				11/15/21
				CGDD FILE:

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

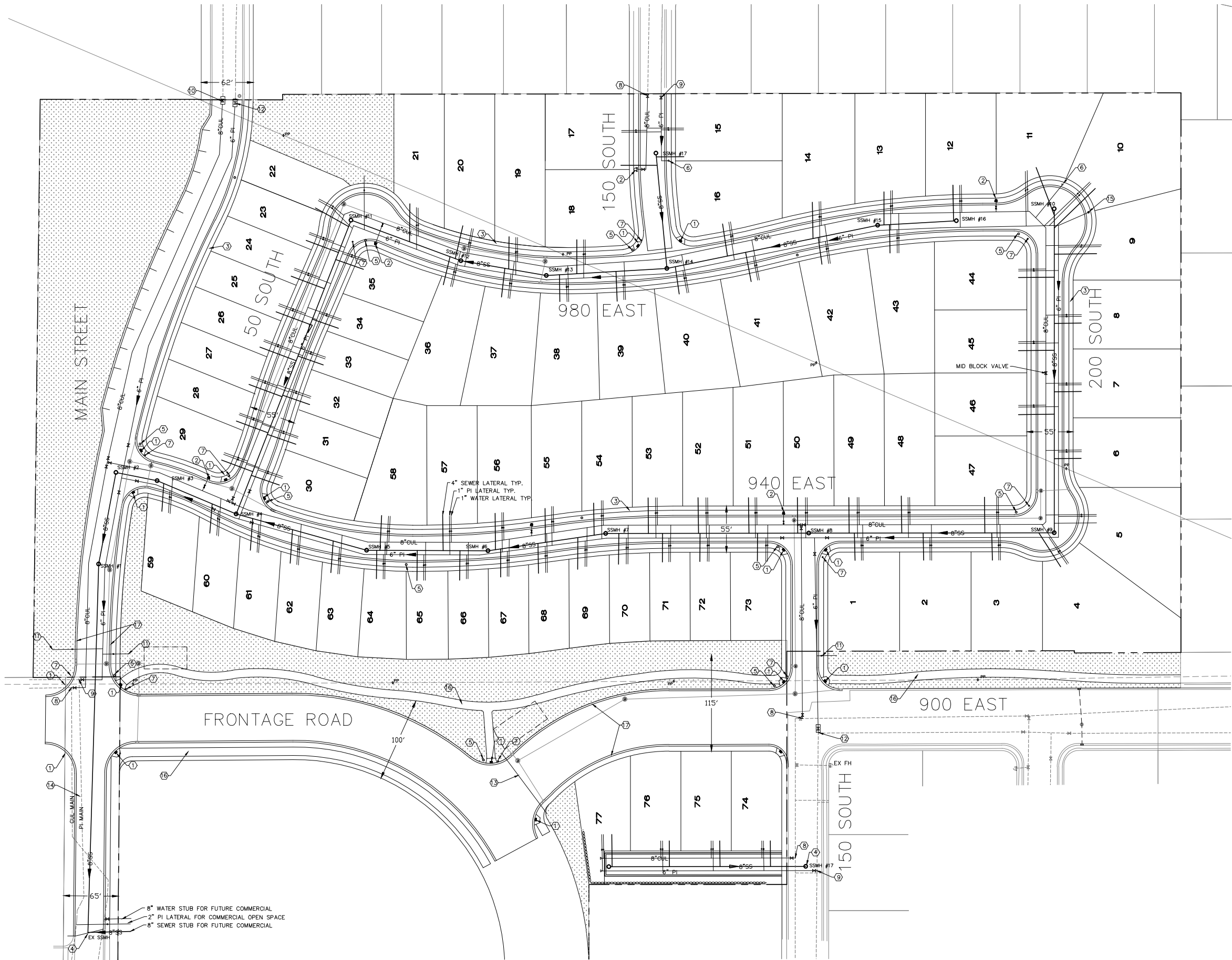
SANTAQUIN, UTAH

SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB	
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SHEET NO.
1

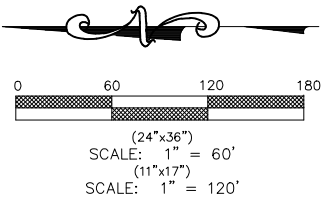


KEYED NOTES

- 1. CONSTRUCT ADA RAMP AS PER SANTAQUIN CITY STANDARDS
- 2. INSTALL FIRE HYDRANT AS PER SANTAQUIN CITY STANDARDS
- 3. CONSTRUCT 5' CONCRETE SIDEWALK
- 4. CONNECT INTO EXISTING SEWER, CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
- 5. INSTALL STREETLIGHT'S PER SANTAQUIN CITY STANDARDS
- 6. INSTALL BLOWOFF AT END OF WATER MAIN
- 7. STREET AND/OR STOP SIGNS AS PER SANTAQUIN CITY STANDARDS
- 8. CONNECT INTO EXISTING CULINARY LINE WITH CONSTRUCTION VALVE
- 9. CONNECT INTO EXISTING PRESSURE IRRIGATION LINE WITH CONSTRUCTION VALVE
- 10. INSTALL PRV ON CULINARY LINE FOR ZONE SEPARATION AS PER SANTAQUIN CITY STANDARDS.
- 11. 2" PI LATERAL FOR OPEN SPACE
- 12. INSTALL PRV ON PRESSURE IRRIGATION LINE FOR ZONE SEPARATION AS PER SANTAQUIN CITY STANDARDS.
- 13. IRRIGATION CONDUIT TO PROVIDE IRRIGATION TO ADJACENT OPEN SPACE
- 14. EXISTING WATER MAIN ARE ANTICIPATED TO BE LOWERED. CONTRACTOR TO POTHOLE WATER AND COORDINATE WITH ENGINEER FOR LOWERING.
- 15. INSTALL AIR RELIEF VALVE ON PRESSURE IRRIGATION MAIN AT HIGH POINT.
- 16. 10' ASPHALT TRAIL
- 17. PAINT CURB RED ALONG 900 EAST FROM 150 SOUTH TO THE FRONTAGE ROAD AND MAIN STREET 300' EACH DIRECTION FROM THE FRONTAGE ROAD.

UTILITY NOTES

- 1. ALL CONSTRUCTION TO BE DONE ACCORDING TO SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
- 2. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
- 3. CULINARY WATER — 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
- 4. SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
- 5. WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER SANTAQUIN CITY STANDARDS.
- 6. ALL CULINARY VALVES ARE TO BE FLANGED TO THE TEE.



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/22/21	RED LINES	TT
2			
3			
4			

DESIGNED BY:	TGT
DRAWN BY:	TT
CHECK BY:	TGT
DATE:	11/15/21
CDGD FILE:	

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

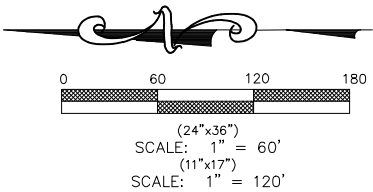
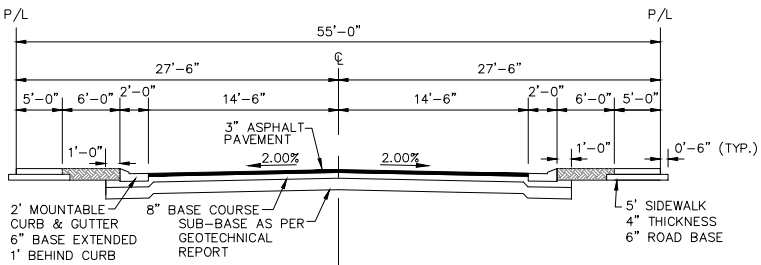
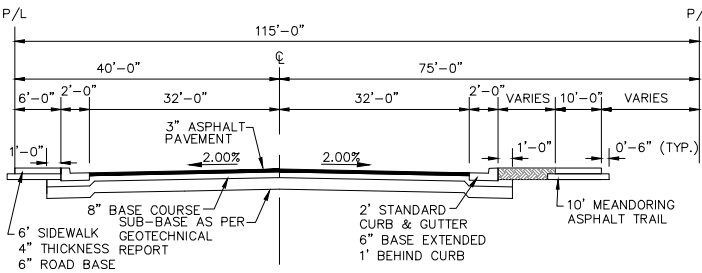
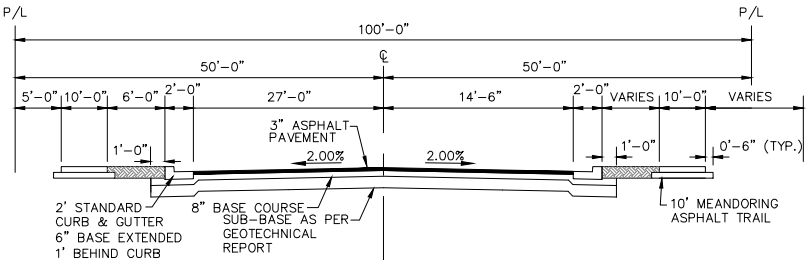
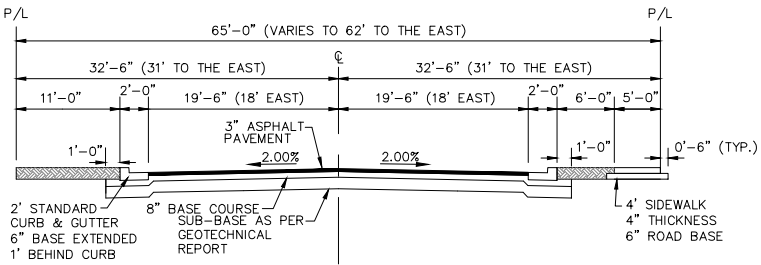
SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

UTILITY PLAN

JOB
FS H6
SHEET NO.
2

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.
4. RETENTION AREAS 1 AND 2 TO INCLUDE MC-4500 STORMTECH CHAMBERS OR EQUIVALENT OPEN VOLUME BASED ON PERCOLATION RATES AT THOSE LOCATIONS.



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1	2/22/21	RED LINES	TT	TGT
2				CHECK BY:
3				DATE:
4				CDGD FILE:

J:\FLAGSHIP\HARMONY\dwg\04_GRADING.dwg

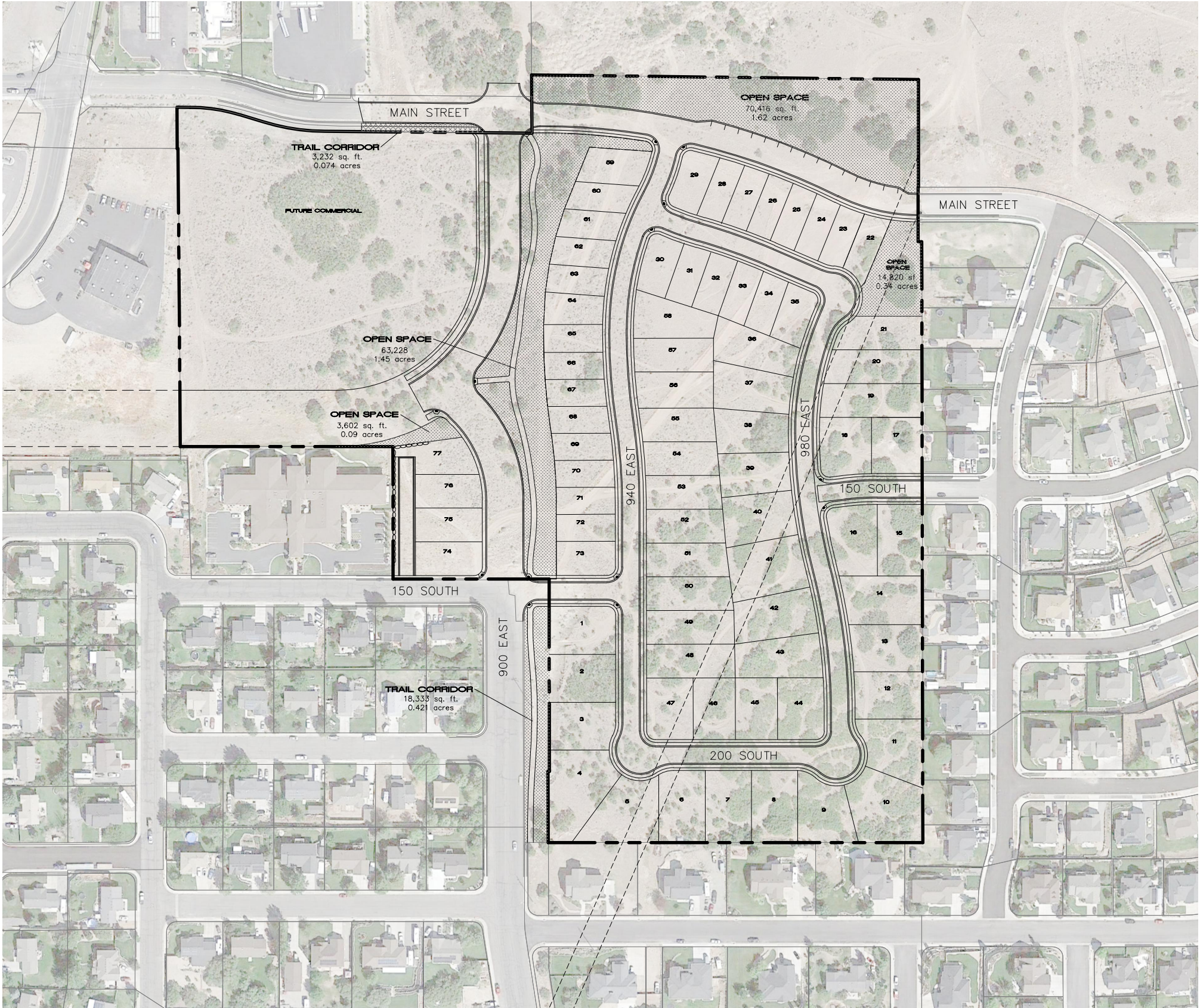
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

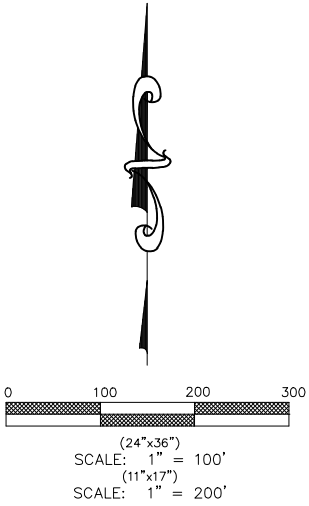
SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

GRADING/DRAINAGE

JOB
FS HARMONY
SHEET NO.
3



OPEN SPACE:	
TOTAL PUD AREA=	23.28
15% AREA REQUIRED=	3.49 ACRES
OPEN SPACE AREA=	3.50 ACRES
TRAIL CORRIDOR AREA=	0.5 ACRES



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1				TGT
2				TT
3				TGT
4				11/15/21
			CDDG FILE:	

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN STREET LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

SANTAQUIN ESTATES

OPEN SPACE/TRAIL PLAN

JOB FS
SHEET NO. OS

SANTAQUIN ESTATES PRELIMINARY PLAT

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST,
AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, SANTAQUIN, UTAH

DOMINION ENERGY
Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532

Approved this _____ day of _____ 20 _____

Dominion Energy
By: _____ Title: _____

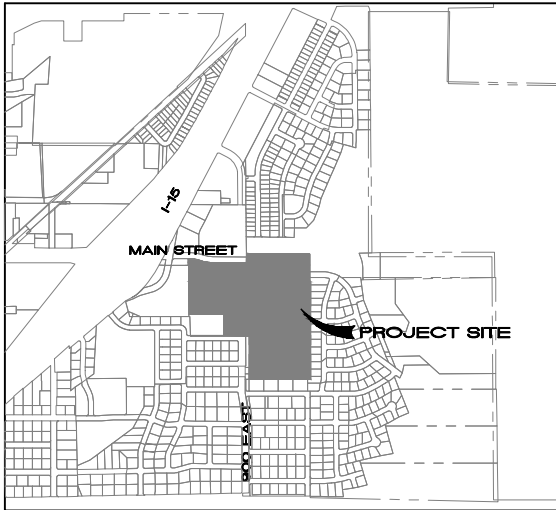
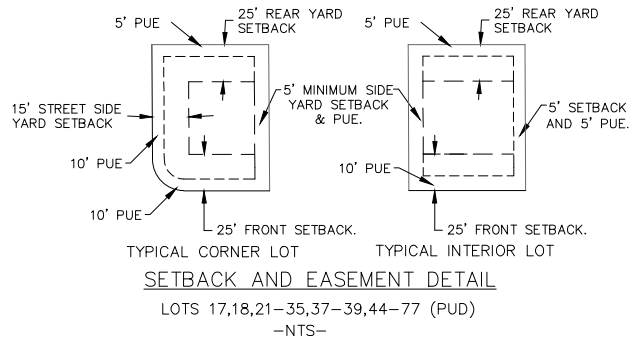
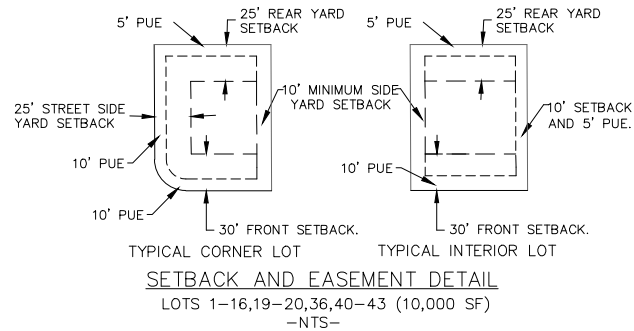
- ROCKY MOUNTAIN POWER APPROVAL**
Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - (1). A recorded easement of right of way
 - (2). The law applicable to prescriptive rights
 - (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - (4). Any other provision of law

ROCKY MOUNTAIN POWER _____ DATE _____

CENTURYLINK APPROVAL _____ DATE _____

CENTURYLINK _____ DATE _____

LAND USE:
PLAT "A" = 30.86 ACRES
ZONING= C-1, R-10 (PUD)
TOTAL RES. LOTS= 77 LOTS
ACREAGE IN LOTS= 15.15 ACRES
ACREAGE IN ROW= 6.79 ACRES
ACREAGE OPEN SPACE= 3.5 ACRES
ACREAGE COMMERCIAL= 5.42 ACRES
DENSITY OVERALL = 2.43 LOTS/ACRE

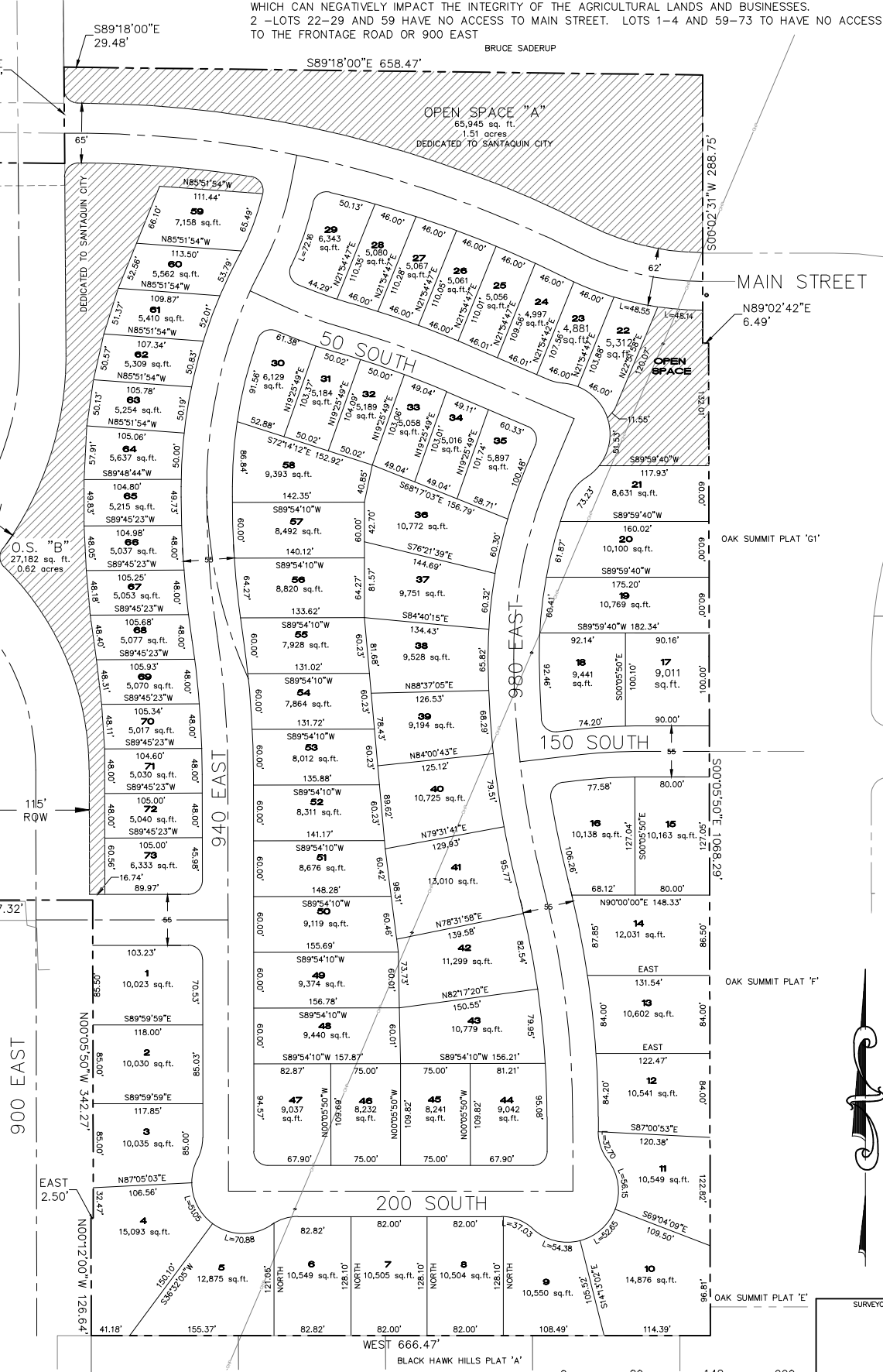


VICINITY MAP

NOTE:

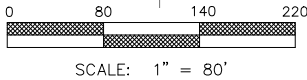
1- THIS PROPERTY IS LOCATED IN AN AGRICULTURAL COMMUNITY IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES ARE COMMON AND PART OF THE IDENTITY OF SANTAQUIN CITY. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED NEAR THIS PROPERTY. PROPERTY OWNERS NEED TO UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY EXPERIENCE ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES. ADDITIONALLY, PROPERTY OWNERS MUST REFRAIN FROM TRESPASSING ON PRIVATE PROPERTY WHICH CAN NEGATIVELY IMPACT THE INTEGRITY OF THE AGRICULTURAL LANDS AND BUSINESSES.

2 -LOTS 22-29 AND 59 HAVE NO ACCESS TO MAIN STREET. LOTS 1-4 AND 59-73 TO HAVE NO ACCESS TO THE FRONTAGE ROAD OR 900 EAST



FLAGSHIP HOMES
170 SOUTH INTERSTATE PLAZA SUITE 250
LEHI, UT 84043

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN, LEHI, UTAH 84043 (801) 768-6564



SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S. _____

DATE _____

BOUNDARY DESCRIPTION

Beginning at the West Quarter Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°18'00" East 658.47 feet to a rebar and cap #166405; thence South 00°02'31" West 288.75 feet; thence North 89°02'42" West 6.49 feet; thence South 00°05'50" East 1068.29 feet; thence West 666.47 feet; thence North 00°12'00" West 126.64 feet; thence East 2.50 feet; thence North 00°05'50" West 342.27 feet; thence South 89°59'56" West 277.32 feet; thence North 00°02'00" West 235.37 feet; thence West 378.10 feet; thence North 00°26'12" West 529.99 feet; thence North 89°15'34" West 1.46 feet; thence North 00°26'12" West 73.48 feet; thence South 89°43'34" East 23.43 feet; thence Southeastely 91.79 feet along the arc of a 315 foot radius curve to the right, through a central angel of 16°41'45" the chord of which bears South 81°22'43" West 91.47 feet; thence South 73°01'51" East 42.07 feet; thence Southeastely 110.72 feet along the arc of a 385 foot radius curve to the left, through a central angel of 16°28'39" the chord of which bears South 81°16'11" East 110.34 feet; thence South 89°30'30" East 368.24 feet; thence North 00°25'42" West 103.60 feet; thence South 89°18'00" East 29.48 feet to the point of beginning.

Parcel contains: 30.86 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian which bears South 00°05'50" East (NAD 27).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Santaquin City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Santaquin City, Utah together with all improvements required by the Development Agreement between the undersigned and Santaquin City for the benefit of the City on the inhabitants thereof.

OWNER(S): _____ AUTHORIZED SIGNATURES _____

PRINTED _____

ACKNOWLEDGEMENT

On the _____ day of _____, 20 _____, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____ NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

The _____ of _____ County of Utah, Approves this subdivision on hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____ day of _____, 20 _____.

APPROVED MAYOR OF SANTAQUIN CITY _____

CITY ENGINEER (See Seal Below) _____ ATTEST BY CITY CLERK-RECORDER (See Seal Below) _____

PRELIMINARY PLAT

SANTAQUIN ESTATES

A RESIDENTIAL SUBDIVISION

SANTAQUIN _____ UTAH COUNTY, UTAH _____

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

BUILDABLE AREAS

MAIN STREET



PRELIMINARY PLAT
SHEET 2

SANTAQUIN ESTATES

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAINUTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL
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**MASTER DEVELOPMENT AGREEMENT
FOR
SANTAQUIN ESTATES PLANNED UNIT DEVELOPMENT**

December __, 2021

WHEN RECORDED, RETURN TO:

Santaquin City
Attention: City Manager
275 West Main Street
Santaquin, Utah 84655

**MASTER DEVELOPMENT AGREEMENT
FOR
SANTAQUIN ESTATES PLANNED UNIT DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the
__th day of December, 2021, by and between Santaquin City, a Utah municipality and Building
Construction Partners LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section
1.2, below.

B. Master Developer owns and is developing the Property.

C. Master Developer and the City desire that the Property be developed in a unified and
consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA may
result in significant planning benefits to the City and its residents by, among other things requiring
orderly development of the Property known as the Santaquin Estates Planned Unit Development
(PUD) and an Interchange Commercially (C-1) zoned area, preserving land to be used for retention
of water and debris flows from the mountains, preserving a right-of-way corridor for a re-route of
the frontage road, and increasing property tax, sales taxes, and other revenues to the City based on
commercial improvements to be constructed on the Property.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of

the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq.*

G. This MDA conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “I” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*

1.2.2. **Applicant** means a person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.4. **City** means Santaquin City, a Utah municipality.

1.2.5. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, which contradict or change the City's Vested Laws, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.7. **City's Vested Laws** means the substantive ordinances, policies, standards, and procedures of the City, related to land use regulations affecting the Project (i.e., Santaquin City Code, Titles 10 and 11), in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.8. **Commercial Area** means those commercial, retail, office and other uses in the area shown on the Master Plan, Exhibit "F".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Development Area** means the area for development of the Project as shown on the Master Plan, Exhibit “A”.

1.2.15. **Final Plat** means the recordable map or other graphical representation of land that complies with Utah Code Ann. § 10-9a-603 (July, 2021), or any successor provision, and the City’s Vested Laws, and is approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.16. **Master Developer** means BCP Development, Inc. and its assignees or transferees as permitted by this MDA.

1.2.17. **Master Plan** means the layout for the Development Areas, Residential Dwelling Units, approved Commercial Area, and Public Infrastructure for the Project, as set forth in Exhibit “B”.

1.2.18. **MDA** means this Master Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party.

1.2.20. **Open Space** shall have the meaning specified in Section 10.08.020 of the City’s Vested Laws.

1.2.21. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support

in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.22. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities.

1.2.26. **Property** means the real property proposed for development by Master Developer more fully described in Exhibit "A".

1.2.27. **Public Infrastructure** means those elements of infrastructure that are planned, agreed, or required to be dedicated to the City as a condition of the approval of a Development Application and pursuant to this MDA.

1.2.28. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family detached dwelling as defined in the City's Vested Laws.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the zoning for the Property and each Development Area, in effect at the time of approval of this MDA and shown in Exhibit “I”.

1.2.33. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City’s Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, and this MDA.

2.2. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper or subsequent Subdeveloper shall include the transfer of a specified portion of the Residential Units sold with the Parcel. Upon any such transfer, Master Developer or Subdeveloper shall notify the City, the total number of Residential Units in each of the affected parcels.

2.3. **Architectural Standards.** Master Developer shall make reasonable efforts to maintain consistency of architectural design and standards in the development and agrees to meet the minimum architectural, materials, and design requirements as set forth in Santaquin City Code section 10.20.170 for residential buildings and Santaquin City Code section 10.20.120 for commercial buildings, in effect on the date of the execution of this MDA.

2.4. **Design Options for Smaller Lot Construction.** The smaller lots abutting 900 East

and Main Street have significant impact on the aesthetics and usability in the area. The Master Developer may choose design and architectural options specific to these lots from the two options described in 2.4.1 and 2.4.2 below. One of these design options must be applied uniformly to all homes within each of the three sub-areas identified as 1) homes abutting Main Street, 2) homes abutting the east side of 900 East, and 3) homes abutting the west side of 900 East, but may differ from sub-area to sub-area.

2.4.1. Front Loaded Design Option. A City approved masonry fence must be installed along the rear lot line that abuts Main Street or 900 East. In addition, the rear facing sides of the home must include additional architectural improvements to increase the aesthetics of the rear elevation (i.e. hardie board, stone/masonry, articulation, etc.)

2.4.2. Rear Loaded Design Option. Homes will face Main Street or 900 East and will require enhanced architectural elements on elevations fronting Main Street or 900 East (i.e. hardie board, stone/masonry, articulation, etc.) No fencing shall be permitted within the front setback of the property for each lot of the associated sub-area by plat note in perpetuity.

2.5. Dedication of Property to the City.

2.5.1. Owner shall dedicate to the City by General Warranty Deed that portion of the Property more particularly described in Exhibit “D” hereto for the construction of a public roadway through the Property for the purpose of rerouting and connecting portions of SR 198 and Highland Drive.

2.5.2. Owner shall also dedicate to the City by General Warranty Deed, that portion of the Property designated on the Master Plan as Open Space and more particularly

described in Exhibit “E” hereto, as Open Space, which the City may use as a debris basin. In order to receive credit towards the fifteen percent (15%) improved open space requirement, the Master Developer shall provide \$_____ which is considered the equivalent value to the City for Open Space improvements that would have been required within the debris basin area north of Main Street. The City shall retain said funds for future improvements related to recreational aspects of the debris basin construction.

2.5.3. Owner shall dedicate an improved park to the City by General Warranty Deed, as designated on the Master Plan and more particularly described in Exhibit “G” hereto, with the following improvements: irrigated turf, curbing improvements and a “tot lot” playground structure.

2.5.4. Owner shall dedicate an improved trail corridor along 900 East and Main Street to the City by General Warranty Deed, as designated on the Master Plan and more particularly described in Exhibit “H” hereto, with the following improvements: asphalt meandering trail, (eight-foot (8’) along Main Street and ten-foot (10’) along 900 East); trees, shrubs, irrigation system, fabric, and rock mulch, as approved by the City.

2.5.5. Land dedications shall be executed at the earlier of: 1) Recordation of the development plat, or 2) one-year from the execution of this MDA. Master Developer acknowledges and agrees that the dedication of said property to the City will benefit the development of the Property and the City and is central to the City’s willingness to enter into this MDA.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing apply to the Project;

3.2.2. State and Federal Compliance. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully

imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, and imposed by the City and that meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2021) *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, conditional use criteria, or similar items, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; and

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

3.3. Reservation of Legislative Authority. Notwithstanding anything to the contrary in this MDA, nothing in this MDA shall limit the City Council's authority in the future to (a) enact a land use regulation; or (b) take any action allowed under Utah Code Ann. § 10-8-84 as amended.

4. **Term of Agreement.** This MDA shall expire December 31, 2031. If Master Developer is not currently in Default as of December 31, 2031 (and if any such Default is not being cured) then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. **Zoning.**

5.1. **Map.** Upon execution of this agreement, the Property shall be zoned R-10 Residential Planned Unit Development (PUD) and Interchange Commercial C-1 as shown in Exhibit "I". Any modification to the uses of Property in a Development Area not permitted in the applicable zone, require approval of the City through the normal zoning process specified in the City's then current zoning code.

6. **Processing of Development Applications.**

6.1. **Processing of Development Applications.** Processing of Development Applications will be governed by City Code.

6.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

6.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts

as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant.

6.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City may amend such written determination as necessary.

6.5. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial.

6.6. Mediation of Development Application Denials.

6.6.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

6.7. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the

fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties, or admissible in subsequent proceedings.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as said Development Application would not materially affect the development of the Project as described in the Master Plan, and Master Developer is not in current breach of this MDA.

8. **Public Infrastructure.**

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

8.2. **Bonding.** Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security for any Public or private Infrastructure required by the City, in a form acceptable to the City. as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

9. **Upsizing/Reimbursements to Master Developer.**

9.1. **"Upsizing"**. All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this MDA, and all associated costs thereof are the sole responsibility of the Master Developer, and not the responsibility of the City.

9.2. **"Reimbursements"**. The Parties recognize that there are several Public Infrastructure improvements within the Development Area that will provide benefit to the City. The Parties have worked in good faith to negotiate the reimbursement of non-Development Area required enhancements and or improvements within the Development Area that are above the 15% improved Open Space requirement.

9.2.1. **Main Street Road Improvements**. The Master Developer shall construct, extend, and connect Main Street from the Oak Summit subdivision to the Maverick Gas Station area. City agrees to reimburse the Master Developer fifty percent (50%) of the actual costs of the Main Street Road Improvements as identified in Exhibit "D" which are estimated to be approximately \$_____. City will reimburse

said actual costs of construction utilizing funds from the Transportation Impact Fees collected from within the Development Area, on a quarterly basis based upon the number of building permits issued during the preceding quarter. At Buildout, any deficiency between the City's obligation and the total available Transportation Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

9.2.2. 900 East Trail Improvements. The Master Developer shall construct, extend, and connect the 900 East Trail from Main Street to the intersection of 270 South 900 East. City is responsible for a portion of the 900 East Trail Improvements as identified in Exhibit "H" in an estimated amount of approximately \$_____ and will reimburse actual costs from Park Impact Fees collected from within the Development Area on a quarterly basis to fulfill the City's portion of the obligation. At Buildout, any deficiency between the City's obligation and the total available Park Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

9.2.3. Pressure Reducing Valve (PRV) Station Reimbursement. The Master Developer shall install a PRV station on the culinary water system. City is responsible for the actual cost of the PRV station identified in the City's Culinary Water Master Plan in an estimated amount of approximately \$_____. City will reimburse said actual costs of construction utilizing funds from the Culinary Impact Fees collected from within the Development Area, on a quarterly basis based upon the number of building permits issued during the preceding quarter. At Buildout, any deficiency between the City's obligation and the total available

Culinary Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

10. Default.

10.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default; and

10.2.3. Materiality. Identify why the Default is claimed to be material.

10.3. **Amendments to Notice of Default.** The City may amend a Notice of Default as additional information becomes available.

10.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

10.5. **Remedies.** If the parties are not able to resolve the Default by “Mediation,” the parties may have the following remedies.

10.5.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.5.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.5.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.3 without the requirements of Section 10.2. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific

performance.

10.10. **City Inspections.** Nothing in this Section 10 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

BCP Development, Inc.
ATTN: Peter Evans
1250 E. 200 S.
Suite 1-D
Lehi, UT 84043

To the City:

Santaquin City
Attn: City Manager
Benjamin Reeves
275 West Main Street
Santaquin, UT 84655
breeves@santaquin.org
(801) 754-3200

With a Copy to:

Santaquin City
Attn: City Attorney
Brett B. Rich
Nielsen & Senior, P.C.
1140 South 800 East, Suite 110
Orem, UT 84097
bbr@ns-law.com
(801) 701-7074

11.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice

shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in,

responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City

may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.5. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Mediation" process specified in Section 6.6.

14.7. Assignees Bound by MDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. Insurance and Indemnification. Master Developer shall defend and hold the City and its

officers, employees, and consultants harmless for any and all claims, liability and damages arising from the rezoning of the Property, construction on the Property, or operation performed under this MDA by (a) Master Developer or any of its contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for Master Developer or any of its contractors or subcontractors. Nothing in this MDA shall be construed to mean the Master Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been dedicated to and accepted by the City.

15.1. Referendum. If sponsors of a referendum timely challenge this MDA and/or any land use regulation enacted specifically in relation to this MDA in accordance with Utah law, and Master Developer does not rescind the same pursuant to Utah law, Master Developer shall indemnify the City for all costs and attorneys' fees incurred by the City arising from the referendum and associated proceedings.

15.2. Hazardous, Toxic and/or Contaminating Materials. Master Developer further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

15.3. Bodily Injury and Property Damage Insurance. Master Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officer, agents, employees, and consultants harmless from and against all liability, loss, damage, costs or expense (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done on or with respect to the Property by Master Developer or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officer, agents, employees, and consultants.

15.4. Insurance Certificates. Prior to any construction of the Property, Master Developer shall furnish or cause to be furnished to the City appropriate certificates of insurance naming the City as an additional insured, in amounts corresponding to the limits of liability specified in the Utah Governmental Immunity Act.

16. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. Each sale of a Parcel shall include a written designation of the maximum number of Residential Dwelling Units allocated to that parcel.

17. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

18. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

19. **Survival.** If this MDA is terminated for any reason the provisions of Sections 2.5, 9.1, 9.2, 10.7, 14, 24, 25 and 26 shall survive the termination.

20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager or his designee. The initial representative for Master Developer shall be Peter Evans. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

23. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time has not been declared to be in default of the terms of this MDA, and that the City is not aware of any circumstances that would constitute such a default.

24. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

25. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Provo Division.

26. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

27. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

28. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

29. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted

by the City on December __, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

Aaron K. Shirly, City Recorder

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ____ day of December, 2021 personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

(NAME), (TITLE)

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of December, 2021 personally appeared before me _____,
who being by me duly sworn, did say that he/she is the _____ of
_____, a Utah _____, and that the foregoing
instrument was duly authorized by the company at a lawful meeting held by authority of its
operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws
Exhibit “D”	Public Roadway Description
Exhibit “E”	Open Space Description (Debris Basin)
Exhibit “F”	Commercial Area
Exhibit “G”	Park
Exhibit “H”	Trails
Exhibit “I”	Zoning Approval Map

Exhibit "A"
Legal Description of Property

BOUNDARY DESCRIPTION

Beginning at the West Quarter Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°18'00" East 658.47 feet to a rebar and cap #166405; thence South 00°02'31" West 288.75 feet; thence North 89°02'42" West 6.49 feet; thence South 00°05'50" East 1068.29 feet; thence West 666.47 feet; thence North 00°12'00" West 126.64 feet; thence East 2.50 feet; thence North 00°05'50" West 342.27 feet; thence South 89°59'56" West 277.32 feet; thence North 00°02'00" West 235.37 feet; thence West 378.10 feet; thence North 00°26'12" West 529.99 feet; thence North 89°15'34" West 1.46 feet; thence North 00°26'12" West 73.48 feet; thence South 89°43'34" East 23.43 feet; thence Southeasterly 91.79 feet along the arc of a 315 foot radius curve to the right, through a central angle of 16°41'45" the chord of which bears South 81°22'43" West 91.47 feet; thence South 73°01'51" East 42.07 feet; thence Southeasterly 110.72 feet along the arc of a 385 foot radius curve to the left, through a central angle of 16°28'39" the chord of which bears South 81°16'11" East 110.34 feet; thence South 89°30'30" East 368.24 feet; thence North 00°25'42" West 103.60 feet; thence South 89°18'00" East 29.48 feet to the point of beginning.

Parcel contains: 30.86 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian which bears South 00°05'50" East (NAD 27).

Exhibit “B”
Master Plan



SANTAQUIN ESTATES
Master Plan Exhibit

Exhibit “C”
City’s Vested Laws

Exhibit “D”
Public Roadway Description

Exhibit “E”

Open Space Description (Debris Basin)



SANTAQUIN ESTATES
Open Space Exhibit - Debris Basin

Exhibit “F”

Commercial Area

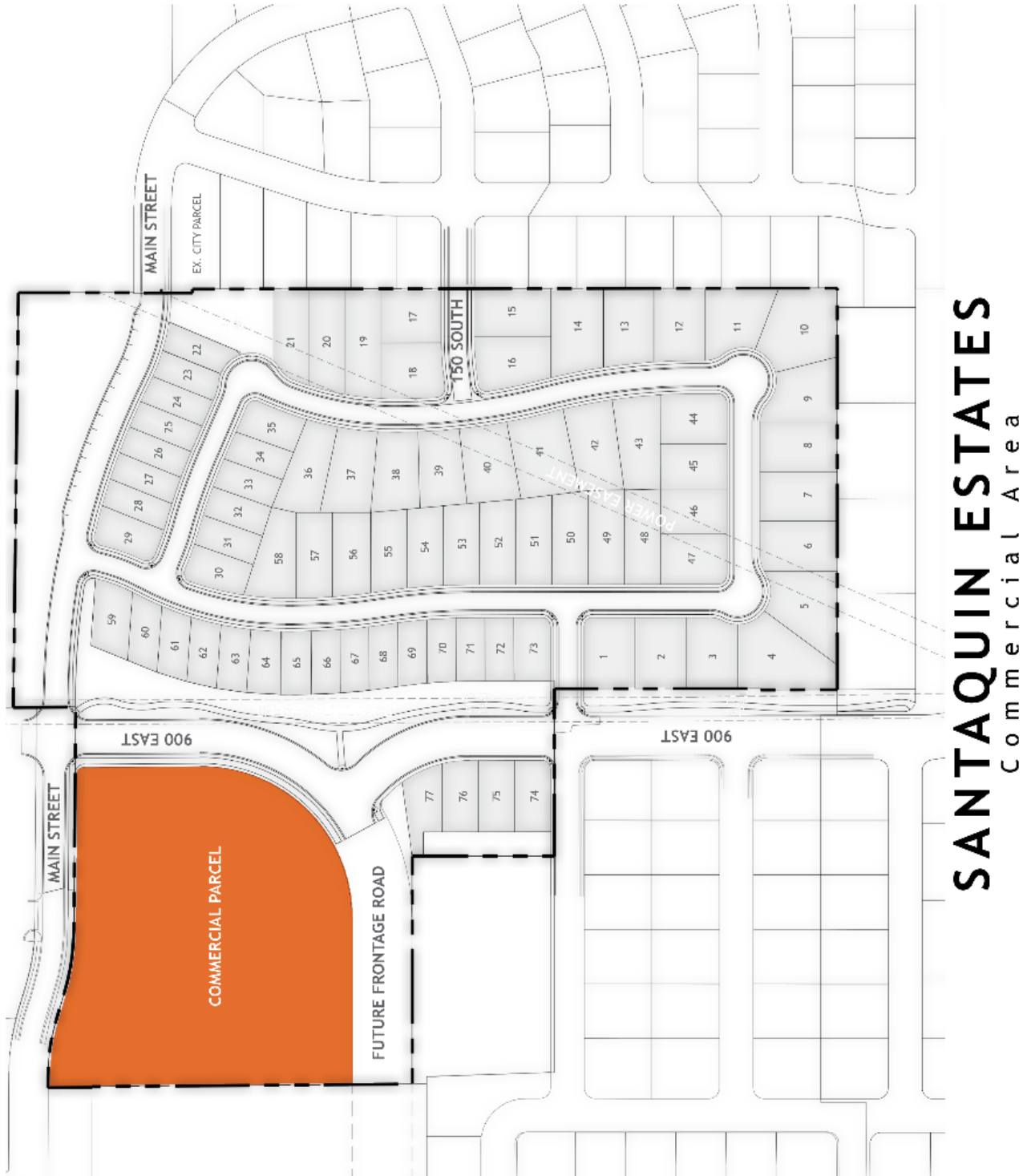


Exhibit “G”
Park



SANTAQUIN ESTATES
Open Space Exhibit - Parks

Exhibit “H”
Trails



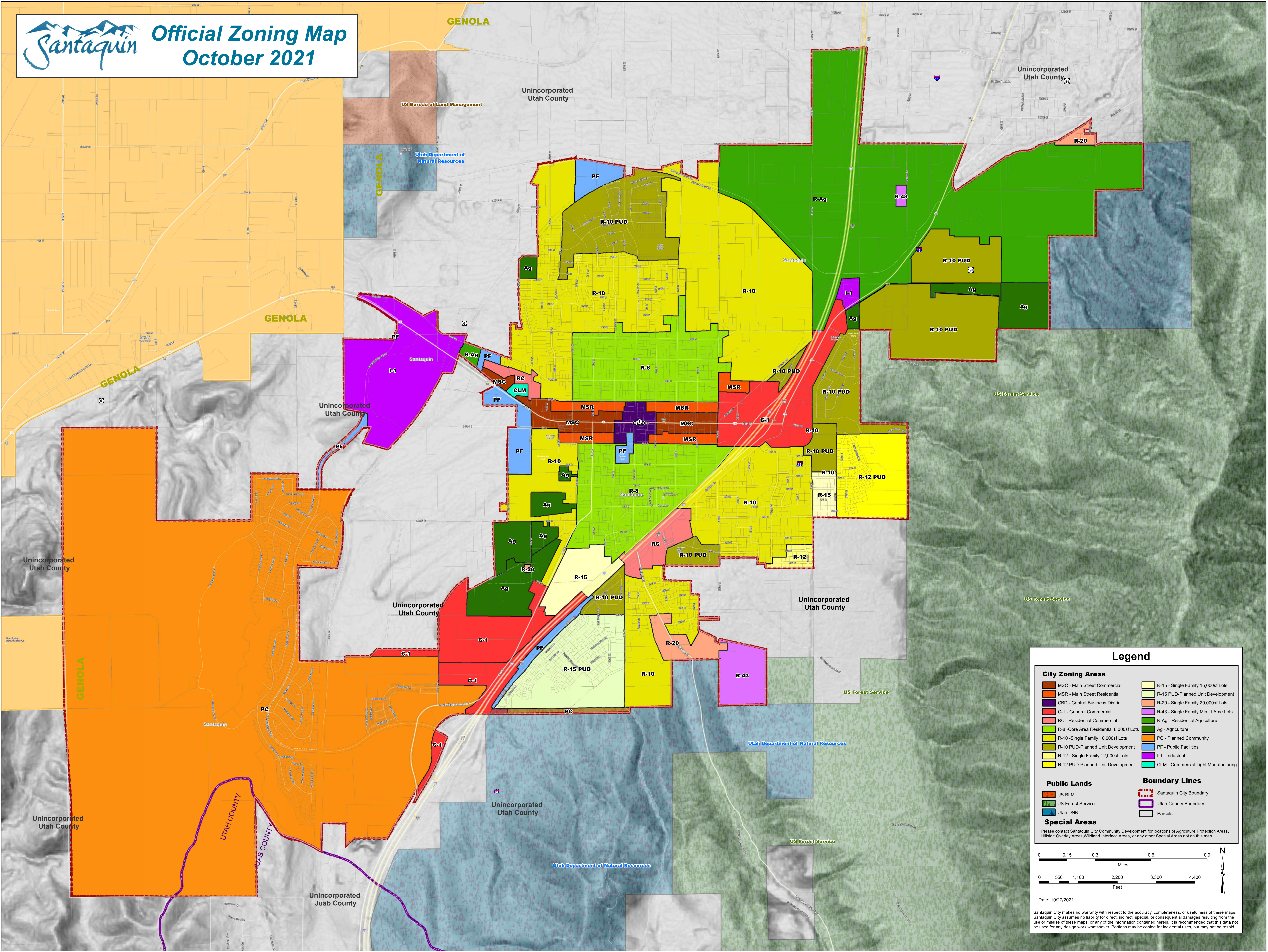
SANTAQUIN ESTATES
Open Space Exhibit - Trails

Exhibit “T”
Zoning Approval Map



Official Zoning Map

October 2021



Legend

City Zoning Areas

MSC - Main Street Commercial	R-15 - Single Family 15,000sf Lots
MSR - Main Street Residential	R-15 PUD-Planned Unit Development
CBD - Central Business District	R-20 - Single Family 20,000sf Lots
C-1 - General Commercial	R-43 - Single Family Min. 1 Acre Lots
RC - Residential Commercial	R-Ag - Residential Agriculture
R-8 -Core Area Residential 8,000sf Lots	Ag - Agriculture
R-10 -Single Family 10,000sf Lots	PC - Planned Community
R-10 PUD-Planned Unit Development	PF - Public Facilities
R-12 - Single Family 12,000sf Lots	I-1 - Industrial
R-12 PUD-Planned Unit Development	CLM - Commercial Light Manufacturing

Public Lands

US BLM
US Forest Service
Utah DNR

Boundary Lines

Santaquin City Boundary
Utah County Boundary
Parcels

Special Areas

Please contact Santaquin City Community Development for locations of Agriculture Protection Areas, Hillside Overlay Areas,Wildland Interface Areas, or any other Special Areas not on this map.

00.150.30.60.9

Miles

05501,1002,2003,3004,4,400

Feet

Date: 10/27/2021

Santaquin City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Santaquin City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps, or any of the information contained herein. It is recommended that this data not be used for any design work whatsoever. Portions may be copied for incidental uses, but may not be resold.

MEMO



To: Planning Commission

From: Ryan Harris, Staff Planner

Date: November 24, 2021

RE: **Grey Cliffs Rezone & Development Agreement**

Zone: C-1, R-10PUD, AG & R-Ag Size: 293.78 Acres

The Grey Cliffs Subdivision is located east of State Road 198 and approximately 600 North. The proposed subdivision is in the following zones: Interchange Commercial (C-1) zone, R-10PUD zone, Agriculture (AG) Zone and the Residential Agriculture (R-Ag) zone. The applicant is proposing to rezone to the following: 210.63 acres of R-10PUD to the R-10 zone, 22.16 acres of R-10PUD to the C-1 zone, 40.51 acres of R-Ag to the R-10 zone, 16.04 acres of the AG to the R-10 zone, 1.04 acres of C-1 to the R-10 zone and 3.43 acres of Ag to the C-1 zone.

This review is for the Planning Commission to discuss and forward a recommendation to the City Council on the rezone which is included as a major component in the development agreement. The preliminary plans will be reviewed by the Development Review Committee, Planning Commission and City Council at a later date.

The proposed development is in the Hillside Overlay Zone. There is an open space requirement in the overlay zone. Santaquin City Code 10.20.230.E.1 states, "Each development within this zone is required to contain at least ten percent (10%) of the net developable acreage of the development in permanent recreation open space." Exhibit C of the proposed development agreement shows the proposed open space plan. The 10% open space requirement is being met. Please see Exhibit C of the development agreement for more details about the open space.

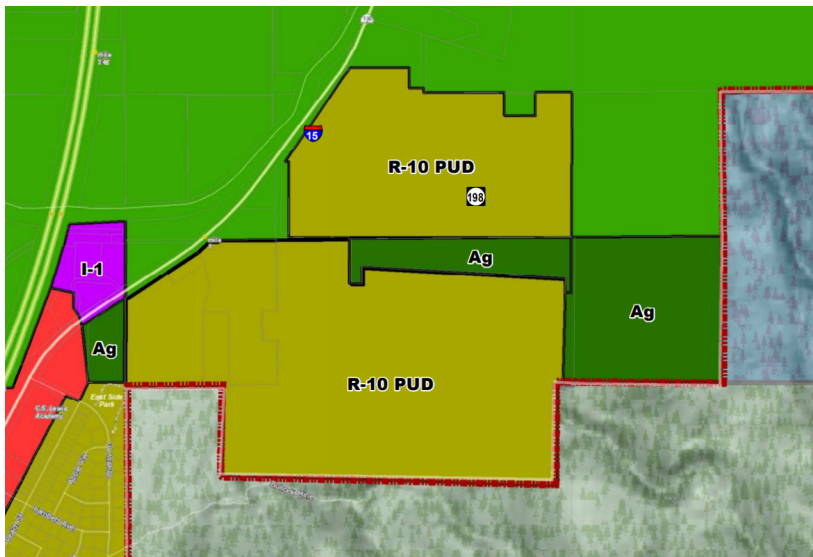
Motion: "Motion to recommend approval or denial of the Grey Cliffs Rezone which is included as a major component in the Development Agreement."

Attachments:

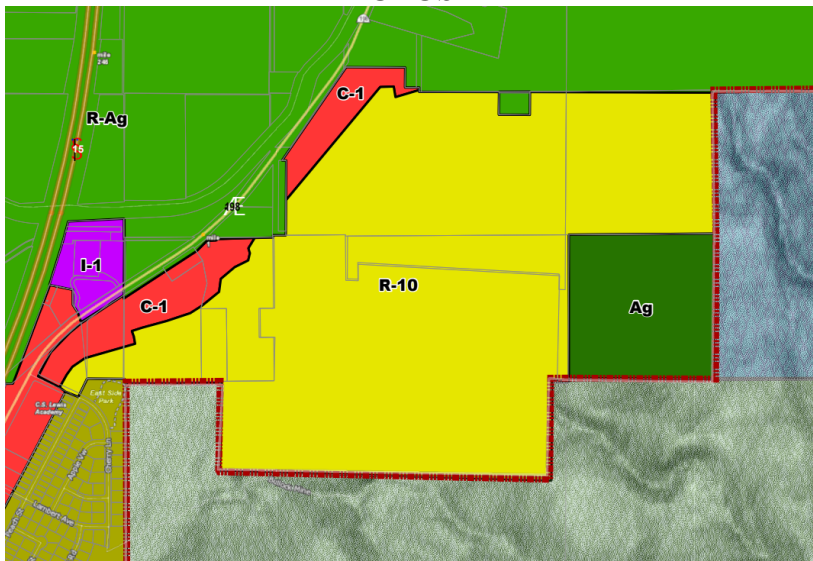
1. Current and Proposed Zoning
2. Development Agreement

Zoning Map Showing Subject Property and Surrounding Zoning:

CURRENT



PROPOSED



***Recording Requested By and
When Recorded Return to:***

Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

Parcel Numbers: 30-091-0014, 30-091-00 29, 32-040-0041, 30-094-0023, 30-095-0017, 38-289-0001, 30-091-0003, 30-094-0021, & 30-095-0015

**AMENDED & RESTATED DEVELOPMENT AGREEMENT BETWEEN
SANTAQUIN CITY AND SOUTH VALLEY HOLDINGS LLC FOR PURPOSES
OF THE GREY CLIFFS DEVELOPMENT**

THIS AMENDED & RESTATED DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into on this ____ day of _____, 2021 (the "**Effective Date**"), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah ("**City**"), and South Valley Holdings, LLC, a Utah limited liability company. City and South Valley Holdings LLC may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

The Parties entered into the original Development Agreement effective as of March 16, 2021 (the "**Original Agreement**"). This Agreement amends and restates in its entirety, and replaces and supersedes the Original Agreement.

RECITALS

WHEREAS, Santaquin City has adopted a General Plan governing the development and use of real property pursuant to the provisions of Utah Code Ann., Title 10, Chapter 9a; and

WHEREAS, South Valley Holdings LLC owns approximately 340.56 acres of property located at approximately 648 N SR 198, in Santaquin, Utah, as more fully described in Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, The Parties entered into a Development Agreement effective as of March 16, 2021 from the passage of Resolution 03-09-2021.

WHEREAS, on December 14, 2021, the City zoned the Property as shown on the zoning map which was approved by Ordinance No. ?.

WHEREAS, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property and other development objectives prior to development of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Applicant"** means Owner, or upon its disposition of any of the Property, each person or entity who owns any portion of the Property that applies for the development of a Project.
- 1.2 **"Benefitted Applicant"** means a person or entity who applies for development of any real property that is expected to benefit from connection to infrastructure constructed on the Property, but is not part of the Property.
- 1.3 **"Buildout"** means the completion of the development of the Property.
- 1.4 **"Design Guidelines"** means Santaquin City Standard Specifications and Drawings in effect as of the Effective Date of this Agreement, together with any subsequent amendments thereto.
- 1.5 **"Developer"** means a person or entity who applies for development of all or any portion of the Property, including lot owners who apply for a building permit.
- 1.6 **"Effective Date"** shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.7 **"Owner(s)"** means South Valley Holdings LLC, and also includes all successors and assigns of the same, designated as the owner or owners of the Property, or any part thereof, as indicated on the records of the Utah County Recorder.
- 1.8 **"Project"** means any portion of the Property proposed for development by an Owner, Developer, or any successors or assigns thereof.
- 1.9 **"Property"** means the following parcels of real property, described by owner and parcel numbers as recorded in the office of the Utah County Recorder: South Valley Holdings LLC Parcel No's. 30-091-0014, 30-091-0029, 32-040-0041, 30-094-0023, 30-095-0017, 38-289-0001, 30-091-0003, 30-094-0021, & 30-095-0015. The Property is more particularly described in Exhibit "A" hereto.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owners accept and agree to comply with the impact, connection, and building fees of the City currently in effect, or as amended, so long as any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest, or bring a judicial action seeking to avoid payment of

or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 Statement Regarding "Compelling, Countervailing Public Interest." The Parties acknowledge that they are familiar with the "compelling, countervailing public interest" test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.2.1 The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is unaware of any material facts under which a desire of the City to modify the Owner's rights under this Agreement would be justified by a "compelling, countervailing public interest."

2.1.2.2 If, however, it should be discovered that there did, in fact, exist, as of the date of this Agreement, material facts under which modification of the Owners' rights under this Agreement would be justified by a "compelling, countervailing public interest," Owners' acknowledge that they neither have nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or should not have been aware as of the date of this Agreement.

2.1.3 Construction Mitigation. Prior to any development of a Project, Developer shall provide the following measures, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Project:

2.1.3.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.3.2 Compliance with each Fugitive Dust Control Permit required by the Utah Division of Air Quality during all applicable time periods.

2.1.3.3 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

2.1.3.4 Construction traffic routing plan to minimize traffic impacts on Santaquin City and residential areas as approved by the City; and

2.1.3.5 No mass grading operations shall be permitted on the Property without prior approval of a conditional use permit from the City.

2.1.4 Vested Rights in Approved Zoning. An Owner or Developer may apply for development of a Project so long as the proposed development complies with all City land use ordinances, which are either in effect on the date that a complete application is submitted to the City, or as excepted herein. Land use regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to the International Building Code, American

Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

2.1.5 Residential Design Standards.

2.1.5.1 Detached single-family homes shall comply with the following material standards:

Elevation			
Facing Public Street	Facing Private Access	Side	Rear
30% masonry ¹ coverage of ground floor Vinyl products may only be used in gable pediment areas and must be decorative in nature (e.g. shake, board and baton, etc.)	30% masonry ¹ coverage of ground floor, except where the only building entrance from the private access is a garage entrance then a minimum 3' wainscot is sufficient Vinyl products may only be used in gable pediment areas	Minimum 3' wrap of masonry ¹ from rear or front Vinyl products are permitted to the extent that ground floor and pediment areas are materially distinct (e.g., material type and style) from upper stories. Separation bands between material types must be provided	No minimum masonry ¹ coverage Vinyl products are permitted to the extent that ground floor and pediment areas are materially distinct (e.g., material type and style) from upper stories. Separation bands between material types must be provided
Note: ¹ Masonry coverage includes brick, stone, concrete siding products, etc. EIFS products are not considered masonry material for purposes of this section but may be used for trim and highlight purposes. For calculation purposes, coverage area does not include window and door surface areas.			

2.1.6 **Affirmation of Ownership.** South Valley Holdings LLC hereby affirms that the ownership of the Property as set forth on section 1.7 is accurate and truthful as of the date of execution of this Agreement.

2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owners' detriment may render the City liable to such remedies as may be available to Owners under such circumstances.

2.2.2 Compliance with City Requirements and Standards. Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Owners' obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Owners specifically acknowledge that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 Reimbursement Agreements. At the request of an Applicant, the City may enter into reimbursement agreement(s), with any applicant for development of property which receives a direct benefit from easements, rights-of-way, roads, water (culinary and secondary) or sewer improvements installed by Developer. Any such agreement shall provide that the applicants shall be assessed a pro-rata charge for the direct benefitting from any or all of the improvements described above. The City shall, in its sole discretion, determine the costs to be reimbursable to the Developer(s), the method of assessment, and the identity of the benefited property for purposes of reimbursement. Nothing in this agreement shall be interpreted to require the City to enter into any reimbursement agreement or seek reimbursement on behalf of any Owner or Applicant. Parks and recreation reimbursements are defined in section 3.6 (Open Space Improvements) below.

2.2.4 Power of Eminent Domain. The City agrees that in the event that an Applicant needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Applicant, may consider, but is not required to, exercise its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Applicant so requesting.

2.3 Recording. The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Consideration of Adjacent Developments. Notwithstanding any contrary provisions, the Parties acknowledge that properties in the surrounding area may be planned for development. Owners agree to collaborate and cooperate to assure adequate sizing and locating of public utilities and road systems, as generally contemplated in the City's various master plans. Developers are not required to enter into agreements with other property owners unless offers and terms presented by the other owners are reasonable and economically viable, as determined by the Developers. Owners agree that each Project shall be designed and constructed in such a manner that will accommodate the extension and connectivity to roadways, utilities, and related infrastructure needed for the development of adjacent properties through the Property where needed. Additional costs to the Developer to provide for such capacities for all road systems and utilities shall not be the responsibility of the City. If the City determines that additional upsizing of infrastructure through the Property is needed, beyond that required to accommodate the development of adjacent properties, the City will reimburse the Developer for costs as may be provided in sections 3.2 through 3.5 hereafter.

3.2 **Water.**

3.2.1 **Obligations of the Owners and Developers.**

3.2.1.1 **Water System.** The Owner shall, at their sole cost and expense, design, build, and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirement of its Project at Buildout and to accommodate the development of all of the Property. Such facilities shall be built according to City specifications and standards. Additionally, all facilities located within the fault zone, as identified within the Geological Hazards Investigation and the Geotechnical Study, shall be adequately and appropriately protected to ensure complete operational capacities of the facilities during and after an emergency event (i.e. earthquake, etc.). All facilities necessary to provide a water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The obligations of Developers or their successors or assigns shall include the construction of water distribution lines outside the Project and outside the Property as necessary to connect to and/or loop the existing Santaquin City water system. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.2.1.2 **Satisfaction of Water Rights Requirement.** Owners hereby assert that they are familiar with Santaquin City Code 8.04.100 and hereby agree that prior to either approval of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights. The City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.2.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.2.1.2), and payment of impact fees, the City shall provide all use areas served by such infrastructure within the Project, water service at a level generally provided to other areas of the City.

3.2.3 **High Elevation Area Water Service.** South Valley Holdings LLC acknowledges that existing City water facilities are not adequate to provide sufficient service to the building lots within zone 11NE (high elevation area) as identified in the Santaquin City Water Master Plans. Accordingly, as a condition and prior to City granting final approval for any subdivision plat that contains building lots within those relevant high elevation areas, Owner agrees to design and construct a water booster pump station. That booster pump shall be of sufficient size and capacity to provide water service that meets City's specifications for water pressure and flow to service all of the high elevation area planned for the Property at Buildout. Prior to the construction of the booster pump station Developer shall obtain the City's written approval of all design, drawings, plans and specifications.

3.3 **Sanitary Sewer Service and Facilities.**

3.3.1 Owners' Obligations. In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Project at Buildout, Owners voluntarily agree as follows:

3.3.1.1 Easements and Installation. Owners shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("**Wastewater Facilities**"), located within the Property and as may be needed off site for Buildout of the Property as the City determines to be reasonably necessary and in accordance with City Design Guidelines as well as in accordance with Utah State Rules governing sanitary sewer design requirements.

3.3.1.2 Construction of Sewer Infrastructure. Each Applicant for the development of a Project shall install or upsize, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the Santaquin sewer system, including both on-site and off-site improvements. Developer shall construct all such facilities with capacity for development of all the Property, at its sole cost and expense.

3.3.1.3 Payment of Sewer Impact Fees. All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.3.2 City Obligations. Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Project, sanitary sewer service at a level generally provided to other areas of the City.

3.3.3 Sewer Lift Station. Owner acknowledges that, as a condition to City granting final approval for any subdivision plat that contains building lots that will not gravity flow to a sewer outflow line, Owner agrees to design and construct a sewer lift station. That sewer lift station shall be of sufficient size and capacity to provide sanitary sewer service that meets the approval of the City's anticipated wastewater flow as determined by the City's contracted modeling firm. Prior to the construction of the lift station Developer shall obtain the City's written approval of all design, drawings, plans and specifications.

All facilities necessary to provide a complete and fully operational sewer system installed by the Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The obligations of Developers, Owners, or their successors or assigns shall include the design and construction costs of sewer lines outside the Project and outside the Property as necessary to connect to the existing Santaquin City sewer system and to provide sufficient capacities therein to serve the Development. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.4 Transportation and Traffic Mitigation.

3.4.1 Developer's Obligations. Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.4.1.1 Plans and Permits. Prior to any development of a Project, the Developer shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "**UDOT**") if applicable.

3.4.1.2 Roads Within a Project. In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. All such roads shall be constructed with capacity for development of all the Property at Developer's sole cost and expense. Prior to the construction of any of the improvements described herein, the Developer shall obtain the City's written approval of all plans, drawings, and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

3.4.1.3 Roads Outside the Project. The Developer shall, at its sole cost and expense, obtain all of the necessary easements and rights of way for the construction of all roadways and related improvements, which are outside its Project that, in the opinion of the City, are reasonably necessary to provide sufficient ingress to and egress from the Project and the remainder of the Property, and shall complete the construction of said roadways.

3.4.1.4 Sidewalk, Curb and Gutter. Each Developer of a Project shall construct, at its sole expense, internal curbing & pedestrian pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat or building permit.

3.4.1.5 Landscaping. Upon the City's approval of any plat within a Project, the Developer shall comply with the landscape requirements set forth in Section 3.6 below.

3.4.2 City Obligations.

3.4.2.1 Dedication. The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

3.4.2.2 Reimbursements.

3.4.2.2.1 Developer shall receive impact fee reimbursements for installation of landscaping and trail improvements along roads outside the Property, to the extent said improvements are included in the City's Park Impact Fee Facility plans and associated analysis, Park impact fee reimbursements will not exceed the costs outlines for landscape and trail improvements installed and accepted by the City and City verified construction invoices and other necessary documentations.

Reimbursement payments will be made on a quarterly basis and be equivalent to the parks impact fees received from development within the Project during the quarter. If park impact fees derived from the Project during the term of this agreement are insufficient to cover the City approved park and trail improvements under this part, the City shall assume no liability for reimbursement to the Developer for the facilities. Such landscaping and trail improvements reimbursement payments will be made over a maximum 3-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.2 Developer may be eligible for reimbursement of right-of-way acquisition costs associated with the roads outside a Project in accordance with the City's Transportation Impact Fee Facility Plan and associated analysis. Such road reimbursement payments will be made over a maximum 2-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.3 To the extent that offsite road improvements are more than what are necessary to serve the Project based on other developments and access routes being constructed on adjacent properties, the City may reimburse Developer the costs of grading and materials related to road construction. Any such reimbursements will be based on Developer completed and City accepted improvements as well as City verified construction invoices, weigh tickets, field measurements, or other necessary documentations. Reimbursement payments will be made on a quarterly basis equivalent to the transportation impact fees received from development within the Project during the quarter.

3.4.2.2.4 The City may elect to prepay, rather than reimburse, some or all of those costs outlined in sections 3.4.2.2.1 thru 3.4.2.2.3. The prepayment amount would be determined by coordination between the City Engineer and Developer after receiving appropriate bids and estimates for the work. If the City chooses to use this prepayment option, then Developer will not be entitled to reimbursement of funds as outlined above and waives any claim to reimbursement of funds beyond that amount determined by the City Engineer and Developer for the prepaid work.

3.5 Utilities.

3.5.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible at its sole cost and expense, for the provision of all utility infrastructure within the Project of sufficient capacity to accommodate the development of the remainder of the Property, including (but not necessarily limited to) the following:

- 3.5.1.1 As provided in section 3.2 hereof, culinary and secondary water systems including all appurtenances;
- 3.5.1.2 As provided in section 3.3 hereof, sewer and sanitary systems;
- 3.5.1.3 Runoff and storm drainage;

- 3.5.1.4 Natural gas;
- 3.5.1.5 Electricity;
- 3.5.1.6 Street lighting; and
- 3.5.1.7 Telecommunications.

3.5.2 **Easements, Rights-of-Way, Etc.** Owner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.5.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in a Project.

3.5.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance, or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Developer.

3.6 **Open Space Improvements.** The Parties acknowledge that the Property's designated zone (described in Section 4.1.1) requires that Owner set aside a stated percentage of the Property for open space, and that the open space be improved. Owner's compliance with the guidelines in this Section shall constitute its satisfaction of the open space improvement requirement.

3.6.1 **Open Space Design Plan.** South Valley Holdings LLC has prepared an open space design plan for the Project, which is attached hereto as Exhibit "C", outlining all improved and unimproved open space, and which is hereby adopted for the Project (the "**Open Space Plan**"). Owner agrees to construct all applicable open space improvements consistent with the Open Space Plan.

3.6.2 **Use of Impact Fee Funds for Open Space Improvements.** City shall assist in covering the costs of construction of applicable open space improvements within the Project by including such improvements in the City's master plan and capital facilities plan for park improvements. Upon doing so, City shall reimburse Owner for its construction of applicable open space improvements within the Project and contained within the updated Parks, Recreation, Trails, and Open Space (PRTOS) master plan utilizing park impact fee funds paid to the City from within the Project, with a cap on such reimbursement equal to the park impact fees paid from the total number of homes within the Project.

The City is currently in the process of modifying its PRTOS master plan capital facilities plan, PRTOS impact fee facility plan, and PRTOS impact fee analysis to incorporate the cost of the proposed open space improvements in its assessment and adoption of PRTOS impact fees using a citywide basis of calculation. The City will diligently pursue the modification of said plans with a good faith effort, recognizing that said effort may take 12

months or more to complete. Subject to Section 3.6.4, beginning on the first day after the enactment of the modified PRTOS impact fee, the City agrees to reimburse Owner the PRTOS impact fees collected from all remaining building permits issued within the Project. PRTOS impact fee reimbursements will not exceed the costs outlined for the open space improvements installed by Owner and accepted by City, or City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the PRTOS impact fees received from development within the Project during the quarter. If the PRTOS impact fees derived from the Project during the terms of this agreement are insufficient to cover the cost of the open space improvements, the City shall assume no liability for reimbursement to the Owner for the facilities. As public funds are anticipated to be used, all City procurement and bidding processes must be followed.

3.6.3 Timing of Open Space Improvements. With each subdivision phase approved by the City within the Project, Owner shall be required to construct applicable open space improvements corresponding to that phase determined by the following formula: (a) number of residential lots shown on the plat divided by the total planned lots in the Project at Buildout, and (b) multiplied by the verified costs of the applicable open space improvements in the corresponding phase as attached hereto in Exhibit “C”.

Owner shall, at its sole expense, construct all open space improvements approved by the City in each subdivision phase within the Project, within one year of the issuance of the first building permit issued in that subdivision phase. So long as Owner constructs all such improvements in full compliance with said subdivision approval, City shall reimburse Owner for a portion of the verified costs of construction of said improvements not to exceed one-half (50%) of the verified costs of said improvements, through park impact fees as set forth in section 3.6.2.

3.7 Owner Dedications and Contributions. South Valley Holdings LLC agrees to voluntarily dedicate to City, for its use as open space and recreational property, all mountainside portions of the Project that are not planned to be improved with building lots, roadway or utility improvements, private common areas, or other improvements (other than trail improvements) provided for in this Agreement, which property is more particularly described in Exhibit “C” hereto. All such dedications shall include a deed restriction running with the land that restricts such land from being used for anything other than open space, pedestrian/equestrian/bicycle trails, related mountainside recreation uses, or other governmental use as deemed appropriate by the City. City agrees to reasonably cooperate with Developer’s efforts to classify all such dedications as charitable contributions from South Valley Holdings LLC for potential U.S. income tax purposes, and to provide documentation to that effect.

3.7.1 Timing of Dedications and Contributions. South Valley Holdings LLC agrees to dedicate mountainside portions of the project to the City for its use as open space and recreational property, at the earlier of, 1) sale or transfer of the Property, 2) completion of the mass grading for the Project previously approved by the City, or 3) commencement of the fourth phase of the project. All other open spaces in the Project shall be dedicated at the time that improvements are completed in accordance with sections 3.6.2 and 3.6.3.

SECTION IV. ZONING

4.1 **Santaquin Zoning Map.**

4.1.1 **Zoning.** Upon execution of this agreement, the Property shall be zoned R-10 Residential and Interchange Commercial C-1 with a Hillside Overlay (City Code § 10-20-230) as shown in Exhibit "B". The Planned Unit Development designation approved for the Project by City on November 20, 2018, is hereby terminated. Except as otherwise provided in this Agreement, development of the Property will be predicated upon compliance with the requirements of the R-10 Residential and Commercial C-1 with Hillside Overlay zoning, including but not limited to, open space dedication requirements, density criteria, landscaping and architectural considerations, amenities, and all City Design Guidelines. All City Design Guidelines shall apply to development.

4.2 **Conservation Easement.** Portions of the Property (e.g. lots) that contain any conservation easement(s), restrictions shall include prohibiting outside irrigation, keeping of livestock, the construction of outbuildings, fencing options to be determined at final plat approval, and direction at final approval by fire authorities to provide consistent fire mitigation plans.

4.3 Homeowners Association. Within the approximately 80-acre property identified as assessor's parcels number 30-095-0017 and 30-095-0015, Owner shall be entitled to record a declaration of covenants, conditions and restrictions (the "CC&Rs"), and to create a homeowner's association to provide for common access and ownership of certain amenities. That portion of the Property shall include up to 10 residential lots, with each lot having required frontage and access to all required utilities, improvements and services. Garbage collection will be expected to be serviced at the frontage of a public street. To protect and preserve the natural vegetation and grade characteristics within that portion of the Property, Owner anticipates constructing a private access to act as a common driveway to those 10 homes with utilities-power, gas, water, sewer, metered along the frontage of a public street. Title to the private access will run concurrent with the individual ownership of the lots, with CC&Rs, and across the lane to the lots, long-term maintenance of the lane by the homeowner's association, and assessment rights by the association against the lot owners to fund maintenance costs of the private lane. Such private access shall comply with the requirements of the Hillside Overlay regarding design standards for and access by emergency equipment and vehicles. Additionally, Owner may submit to City plans for various amenities as laid out in the Open Space plan, Exhibit "C.5", to be enjoyed by owners of those 10 lots. Such plans may be submitted for approval by City both prior or subsequent to the effective date of this Agreement.

SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Except as otherwise provided herein, all successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title, or which would apply to the design and construction of all infrastructure necessary for the development of said portion of the Property and specifically including sufficient capacity of such infrastructure to accommodate developments of the Property as provided in this Agreement. . Such titleholder is not a third-party beneficiary of the remainder of this

Agreement or to zoning classifications and benefits relating to other portions of the Property.

- 5.2 **Transfer of Property.** South Valley Holdings LLC agrees to not transfer, sell, or otherwise convey any portion of the property until the time for a timely challenged referendum, and the time for Owner's rescission of this Agreement and all land use regulations enacted specifically in relation to this agreement have expired. Owners shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Owner's rights under this Agreement. Owner shall provide written notice to the City of any completed assignment or transfer. All required dedication of land outlined herein to the City for all phases must happen before any transfer or sale of Property.
- 5.3 **No Agency, Joint Venture, or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Owner(s); and (iii) nothing contained herein shall be construed as creating any such relationship between City and Owner(s).
- 5.4 **Consent.** In the event this Agreement provides for consent from the City or the Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.
- 5.5 **Legal Challenges.** If sponsors of a referendum timely challenge this Agreement and/or any land use regulation enacted specifically in relation to this agreement in accordance to Utah law, and South Valley Holdings LLC does not rescind the same pursuant to Utah law, South Valley Holdings LLC shall indemnify the City for all costs and attorneys' fees incurred by the City arising from the referendum and associated proceedings. In the event that any third party challenges this Agreement, or the development contemplated herein, upon request by an Owner, or with notice to Owners and Owners' consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owners of an itemized list of costs, expenses, and fees.

SECTION VI. MISCELLANEOUS

- 6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- 6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Owner and the

City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

- 6.5 **Further Assurances, Documents, and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Owner to any other party, individual or entity without Owner assigning both the rights as well as the assignee assuming the obligations under this Agreement.
- 6.7 **Governing Law, and Dispute Resolution, and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to non-binding mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iii) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or any resolution agreement obtained through subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 Attorney's Fees. Except as otherwise provided herein, if any Party hereto is required to engage the services of counsel by reason of the default of another party, the substantially prevailing Party shall be entitled to receive its costs and reasonable attorney fees. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

- 6.8 **Notices.** Any notice or communication required here under between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is

not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given one business day after being sent by the sender. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

Owner: South Valley Holdings, LLC
Attn: Stephen A. Larsen
935 West Center Street
Lindon, Utah 84042
Email: steve.sandlinc@gmail.com

City: Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

With a copy to: Nielsen & Senior
Attention: Brett B. Rich
P.O. Box 970663
1145 South 800 East, Suite 110
Orem, Utah 84097
Email: bbr@ns-law.com

Notice is deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or confirmed electronic transmission, on the date of delivery to the overnight courierservice, if that service is used, and on the date of deposit in the mail, if mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused.

6.9 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.10 **Counterparts and Exhibits.** This Agreement may be executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement and its exhibits constitute the entire understanding and agreement of the Parties to this Agreement and supersedes all prior discussions, agreements and understandings. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Description of the Property with Illustrative Map
Exhibit B	Zoning Approval Map
Exhibit C	Open Space and Budget

6.11 **Duration.** This Agreement shall continue in force and effect until the earlier of December 31, 2031, or such time as all obligations hereunder have been satisfied (the "**Term**"). If Owner has not been declared to be currently in default as of December 31, 2031 (and if any such default

has not been cured) then this Agreement shall be automatically extended until December 31, 2036,

- 6.12 **Insurance and Indemnification.** South Valley Holdings, LLC shall defend and hold the City and its officers, employees, and consultants harmless for any and all claims, liability and damages arising from the execution of this Agreement including but not limited to rezoning of the Property, construction on the Property, challenges to this Agreement, damages resulting from mass grading operations, or any other operations performed under this Agreement by (a) South Valley Holdings, LLC or by South Valley Holdings, LLC contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, South Valley Holdings, LLC or any of South Valley Holdings, LLC contractors or subcontractors. Nothing in this Agreement shall be construed to mean that South Valley Holdings, LLC shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been dedicated to and accepted by the City for maintenance.

6.12.1 **Hazardous, Toxic, and/or Contaminating Materials.** South Valley Holdings, LLC further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

6.12.2 **Bodily Injury and Property Damage Insurance.** South Valley Holdings, LLC agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done on or with respect to the Property by South Valley Holdings, LLC or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, South Valley Holdings, LLC shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance naming Santaquin City as an additional insured.

- 6.13 **Acknowledgment.** By its signature below, South Valley Holdings LLC acknowledges and represents that the execution of this Agreement has been duly authorized by South Valley Holdings LLC; that the Property is owned by South Valley Holdings LLC at the time of execution of this Agreement; and that the Property shall be subject to all of the terms and conditions of this Agreement upon execution by the City.
- 6.14 **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest only in any specific lot(s), unit(s) or other portion of the Property.

- 6.15 **Recordation of Development Agreement.** No later than ten (10) days after the Approval Date, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.
- 6.16 **Sub-developer Agreements.** The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from Owner, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by Owner in this Agreement without the express written consent of Owner.
- 6.17 **Time of the Essence.** Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

OWNER
South Valley Holdings, LLC
A Utah limited liability company

By: Stephen A. Larsen
Its: Member
Date: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of September, 2021 personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Wm. Ercanbrack Co., Inc, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

CITY
Santaquin City

By: Kirk F. Hunsaker
Its: Mayor
Date: _____

Attest:

Aaron K. Shirley, City Recorder

Exhibit A
Description of the Property with Illustrative Map

Exhibit B
Zoning Approval Map

Exhibit C

Open Space Plan

C: Open Space Plan

C.1: Cliff Park Concept Plan

C.1.a: Cliff Park West Portion

C.1.b: Cliff Park East Portion

C.1.c: Cliff Park Budget

C.2: Sunset Park Concept Plan

C.2.a: Sunset Park North Portion

C.2.b: Sunset Park Mid Portion

C.2.c: Sunset Park South Portion

C.2.d: Sunset Park Budget

C.3: Sage Meadows Park Concept Plan

C.3.a: Sage Meadows Park North Portion

C.3.b: Sage Meadows Park South Portion

C.3.c: Sage Meadows Park Budget

C.4: Juniper Ridge Park Concept Plan

C.4.a: Juniper Ridge Park Budget

C.5: Cedar Lookout HOA Park Concept Plan

C.5.a: Cedar Lookout HOA Park Main Portion

C.5.b: Cedar Lookout HOA Park Budget

C.6: East Side Park Improvement Concept Plan

C.6.a: East Side Park Improvement Budget

C.7: Total Open Space Budget Summary Sheet

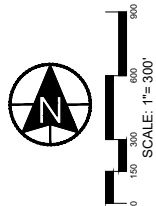
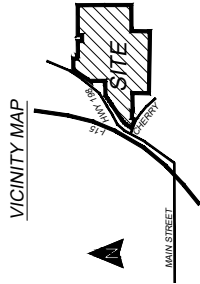
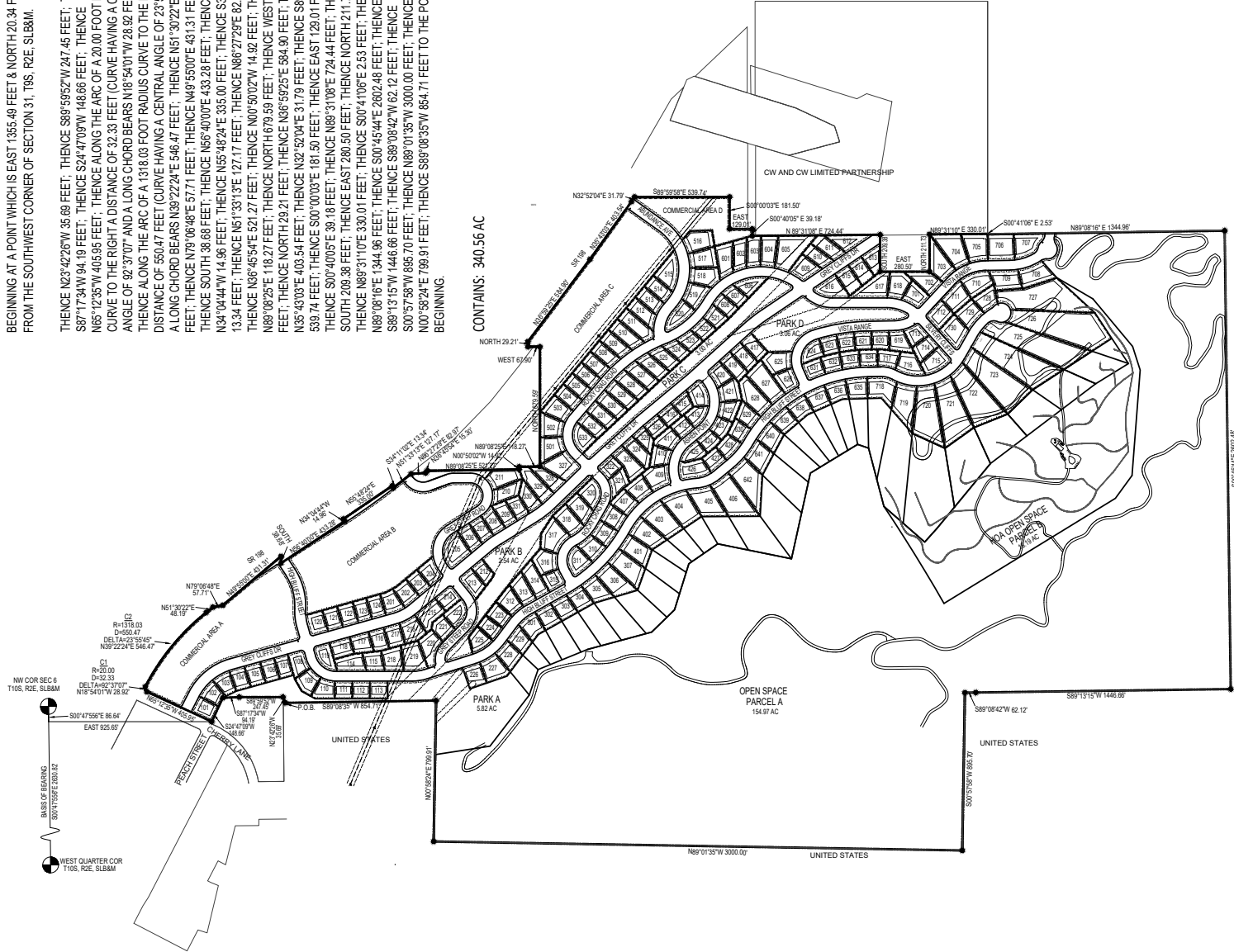
EXHIBIT A

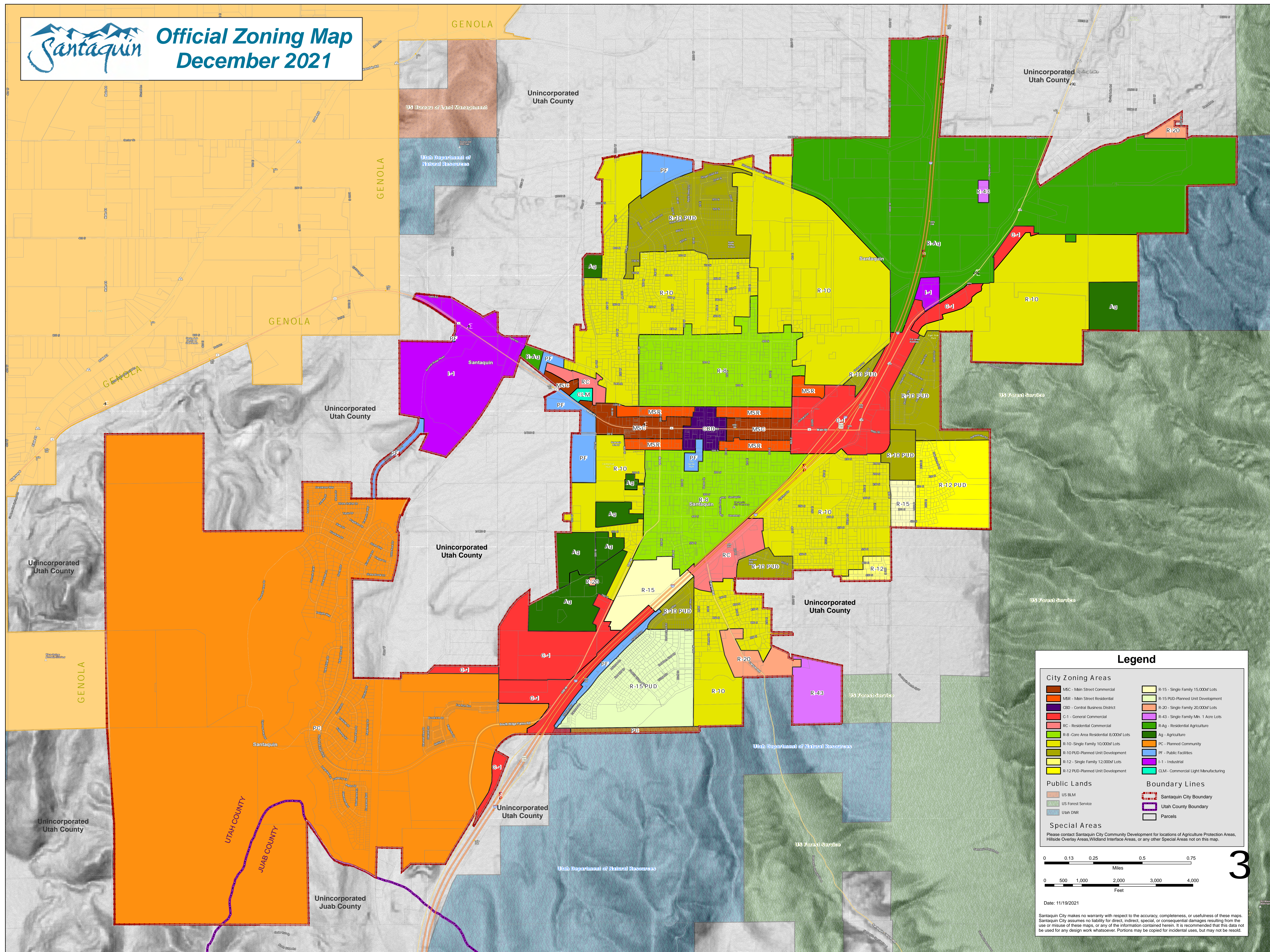
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BEGINNING AT A POINT WHICH IS EAST 1355.49 FEET & NORTH 20.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T9S, R2E, SLB&M.

THENCE N23°42'26"W 35.69 FEET; THENCE S89°59'52"W 247.45 FEET; THENCE S87°17'34"W 94.19 FEET; THENCE S24°47'09"W 148.66 FEET; THENCE N85°12'35"W 405.95 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.33 FEET (CURVE HAVING A CENTRAL ANGLE OF 92°37'07" AND A LONG CHORD BEARS N18°54'01"W 28.92 FEET; THENCE ALONG THE ARC OF A 1318.03 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 550.47 FEET (CURVE HAVING A CENTRAL ANGLE OF 23°55'45" AND A LONG CHORD BEARS N39°22'24"E 546.47 FEET; THENCE N51°30'22"E 48.19 FEET; THENCE N79°06'48"E 57.71 FEET; THENCE N49°55'00"E 431.31 FEET; THENCE SOUTH 38.68 FEET; THENCE N65°40'00"E 433.28 FEET; THENCE N34°04'44"W 14.96 FEET; THENCE N85°48'24"E 335.00 FEET; THENCE S34°11'02"E 13.34 FEET; THENCE N51°33'13"E 127.17 FEET; THENCE N86°27'29"E 82.97 FEET; THENCE N36°45'54"E 521.27 FEET; THENCE N00°50'02"W 14.92 FEET; THENCE N89°08'25"E 118.27 FEET; THENCE NORTH 679.59 FEET; THENCE WEST 67.90 FEET; THENCE NORTH 28.21 FEET; THENCE N36°59'25"E 984.90 FEET; THENCE N35°43'03"E 403.54 FEET; THENCE N32°52'04"E 31.79 FEET; THENCE S89°59'59"E 539.74 FEET; THENCE S00°00'03"E 181.50 FEET; THENCE EAST 120.01 FEET; THENCE S00°40'05"E 39.18 FEET; THENCE N89°31'08"E 724.44 FEET; THENCE SOUTH 203.38 FEET; THENCE EAST 280.50 FEET; THENCE NORTH 211.73 FEET; THENCE N89°31'10"E 330.01 FEET; THENCE S00°41'06"E 2.53 FEET; THENCE N89°08'16"E 1344.96 FEET; THENCE S00°45'44"E 2602.48 FEET; THENCE S89°13'15"W 1446.69 FEET; THENCE S89°08'42"W 62.12 FEET; THENCE S00°57'58"W 895.70 FEET; THENCE N89°01'35"W 3000.00 FEET; THENCE N00°53'24"E 799.91 FEET; THENCE S89°08'35"W 654.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 340.56 AC





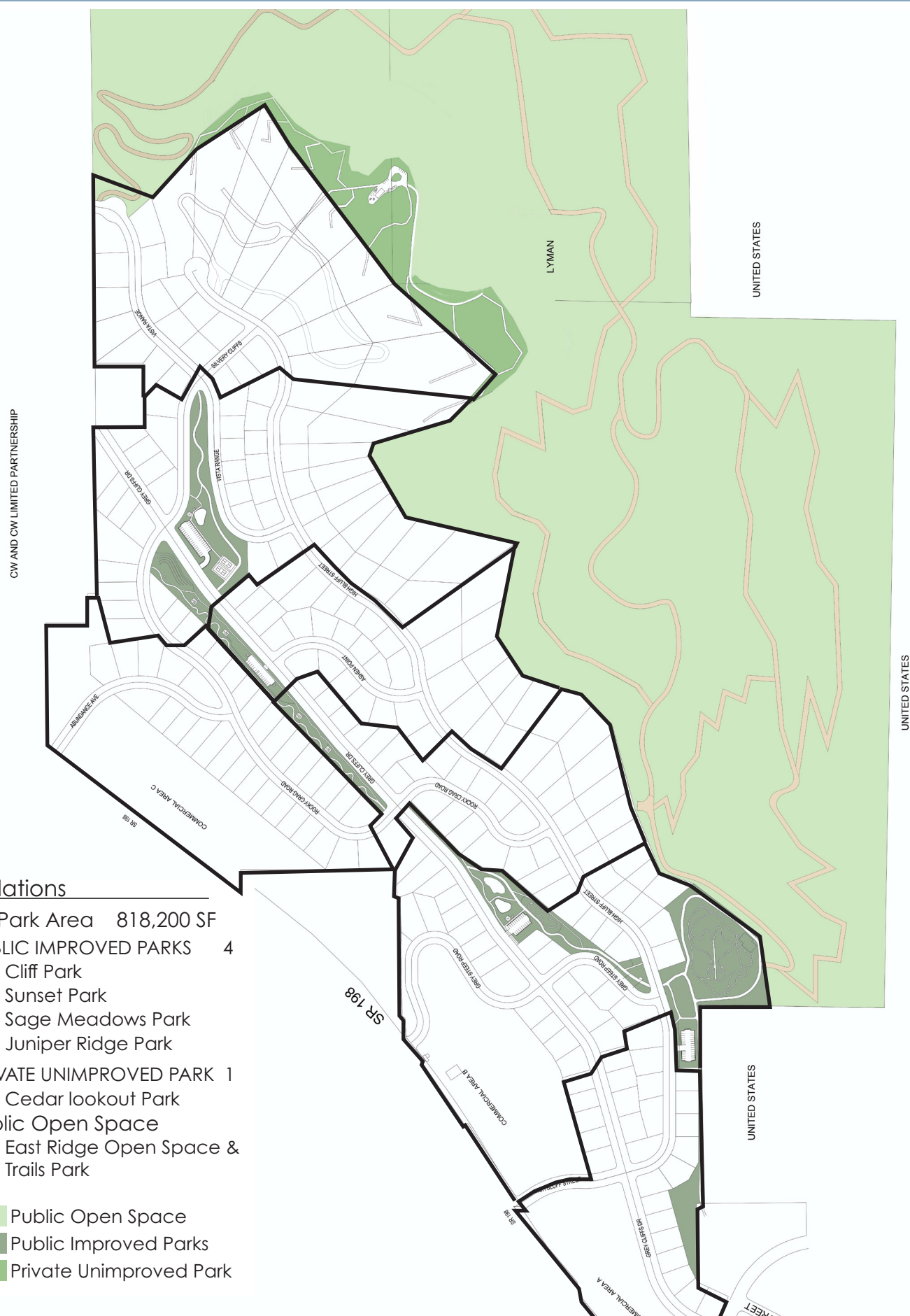


EXHIBIT "C.1"

Cliff Park Concept Plan



EXHIBIT "C.1.a"

Cliff Park Concept Plan Part a

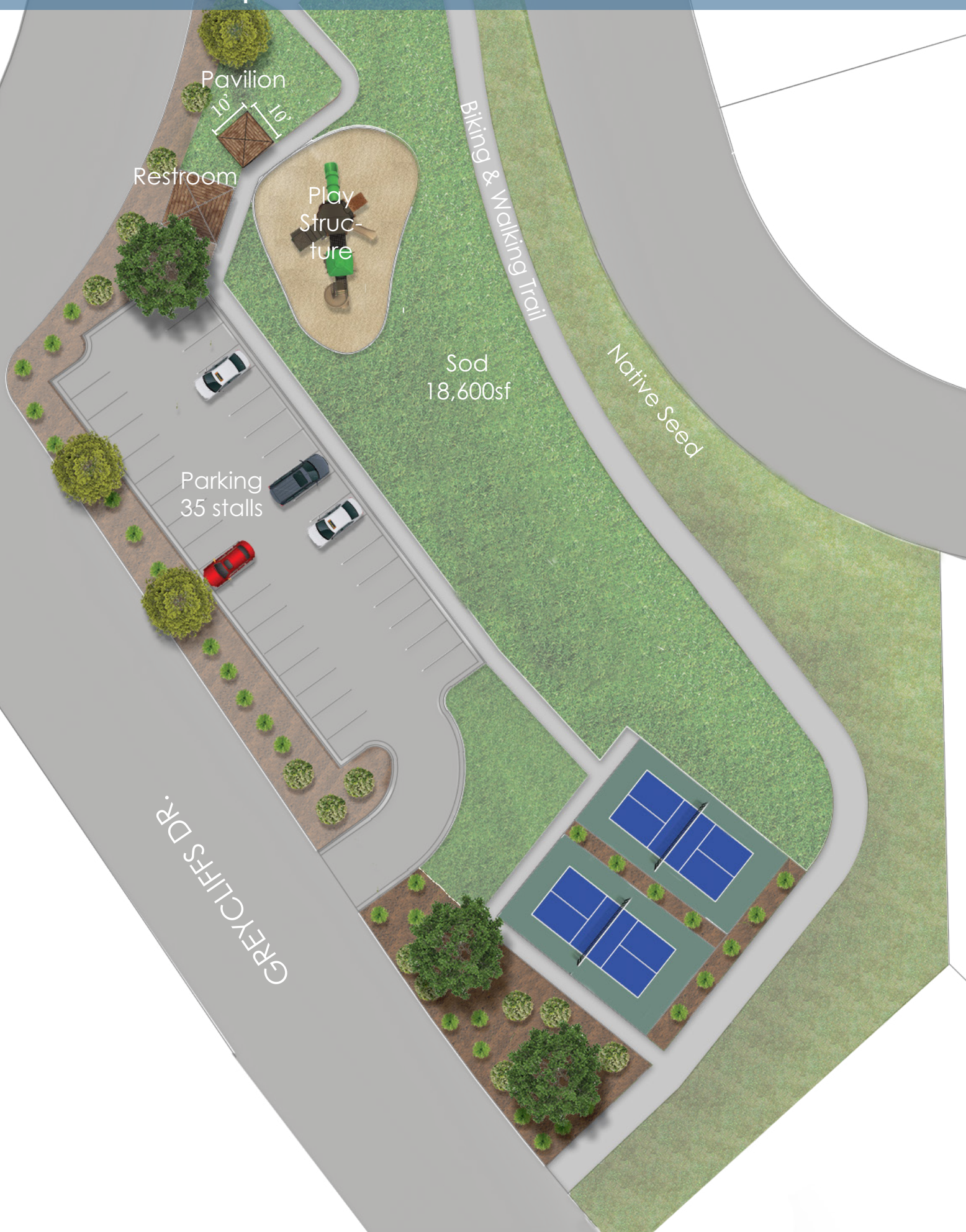


EXHIBIT "C.1.b"

Cliff Park Concept Plan Part b





EXHIBIT "C.1.c"

Cliff Park Open Space Budget

PAY ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Mobilization & GC	LS	1	\$0.00	\$55,000.00	\$55,000.00	\$55,000.00
3	SWPPP	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
6	Fine Site Grading	SF	120000	\$0.00	\$0.20	\$0.20	\$24,000.00
7	4" Asphalt/8" Base in Parking Lot	SF	11500	\$0.00	\$3.25	\$3.25	\$37,375.00
8	Curb & Gutter w/ base	LF	595	\$0.00	\$26.00	\$26.00	\$15,470.00
9	6' Walk w/base	LF	545	\$0.00	\$35.00	\$35.00	\$19,075.00
10	10' Gravel path (4" Crusher Fines)	LF	975	\$4.00	\$8.00	\$12.00	\$11,700.00
11	Conduit for Electrical & Landscaping	LF	475	\$3.00	\$12.00	\$15.00	\$7,125.00
12	Connect to existing water meter	LS	2	\$225.00	\$300.00	\$525.00	\$1,050.00
13	2" POC w/BFP & Filter	LS	1	\$4,000.00	\$4,500.00	\$8,500.00	\$8,500.00
14	1" Waterline stub to Restroom	LF	320	\$0.00	\$15.00	\$15.00	\$4,800.00
15	1" Stop & waste	Ea	1	\$150.00	\$50.00	\$200.00	\$200.00
16	4" Sewer stub to Restroom	LF	250	\$0.00	\$30.00	\$30.00	\$7,500.00
17	Sewer Cleanouts	EA	3	\$150.00	\$150.00	\$300.00	\$900.00
18	Playground Allowance	LS	1	\$70,000.00	\$30,000.00	\$100,000.00	\$100,000.00
19	Restroom facilities CTX SMALL (ESTIMATE)	LS	1	\$2,500.00	\$205,000.00	\$207,500.00	\$207,500.00
20	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
21	Pickleball court w/fencing & surfacing	EA	1	\$0.00	\$105,000.00	\$105,000.00	\$105,000.00
22	Electrical Connection Allowance	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
23	Landscape rock 3" deep (onsite gravels)	Ton	400	\$15.00	\$10.00	\$25.00	\$10,000.00
24	Weed Barrier under landscape rock	SF	30000	\$0.10	\$0.05	\$0.15	\$4,500.00
25	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
26	Place & Grade 4" Topsoil	CY	300	\$0.00	\$30.00	\$30.00	\$9,000.00
27	Sod	SF	18600	\$0.42	\$0.20	\$0.62	\$11,532.00
28	2" Cal. Deciduous trees	EA	9	\$300.00	\$200.00	\$500.00	\$4,500.00
29	6-8' Evergreen Trees	EA	7	\$300.00	\$200.00	\$500.00	\$3,500.00
30	5 Gal. Shrubs	EA	263	\$20.00	\$20.00	\$40.00	\$10,520.00
30	60 Day Maintence & Warranty	LS	1	\$0.00	\$6,500.00	\$6,500.00	\$6,500.00
31	Irrigation	SF	20000	\$0.50	\$0.50	\$1.00	\$20,000.00
32	Drip Irrigation	SF	25000	\$0.35	\$0.50	\$0.85	\$21,250.00
33	Irrigation Controller	Ea	1	\$2,500.00	\$1,500.00	\$4,000.00	\$4,000.00

SUB-TOTAL: \$753,747.00
5% CONTINGENCY \$37,687.35
TOTAL: **\$791,434.35**

Tabulations

Total Park Area 117,000 SF

IMPROVED FEATURES

SOD	11000 SF
Asphalt Parking	15 Stalls
10'x10' Pavilion	6
Amphitheater	1
Natural Trails	.25MI
6' Asphalt Trails	.25MI
Planter Bed	17000 SF

UNIMPROVED FEATURES

Natural Landscape 86,000 SF

	Sod
	Native Seed



EXHIBIT "C.2.a"

Sunset Park Concept Plan Part a

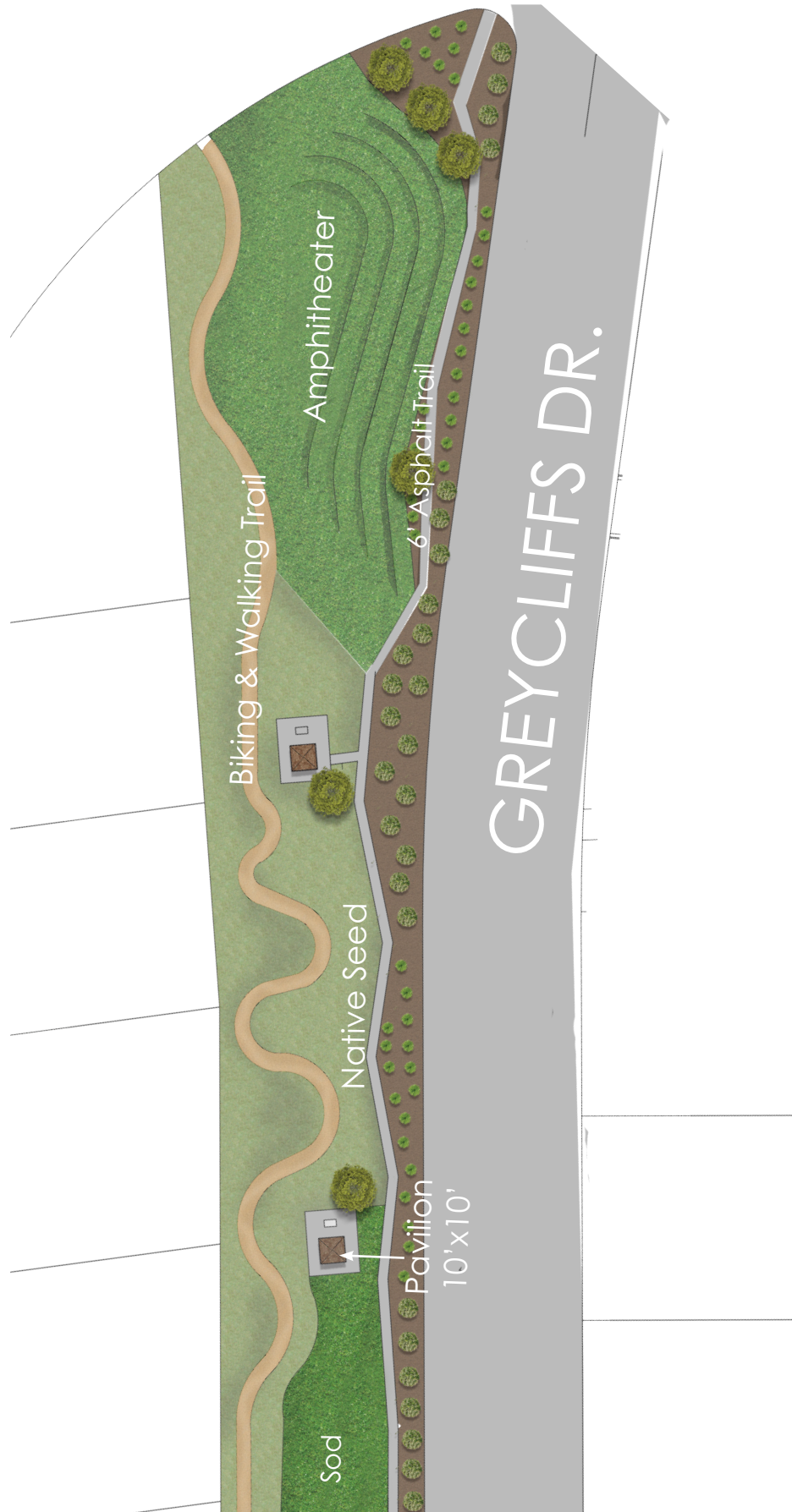


EXHIBIT "C.2.b"

Sunset Park Concept Plan Part b



EXHIBIT "C.2.c"

Sunset Park Concept Plan Part c

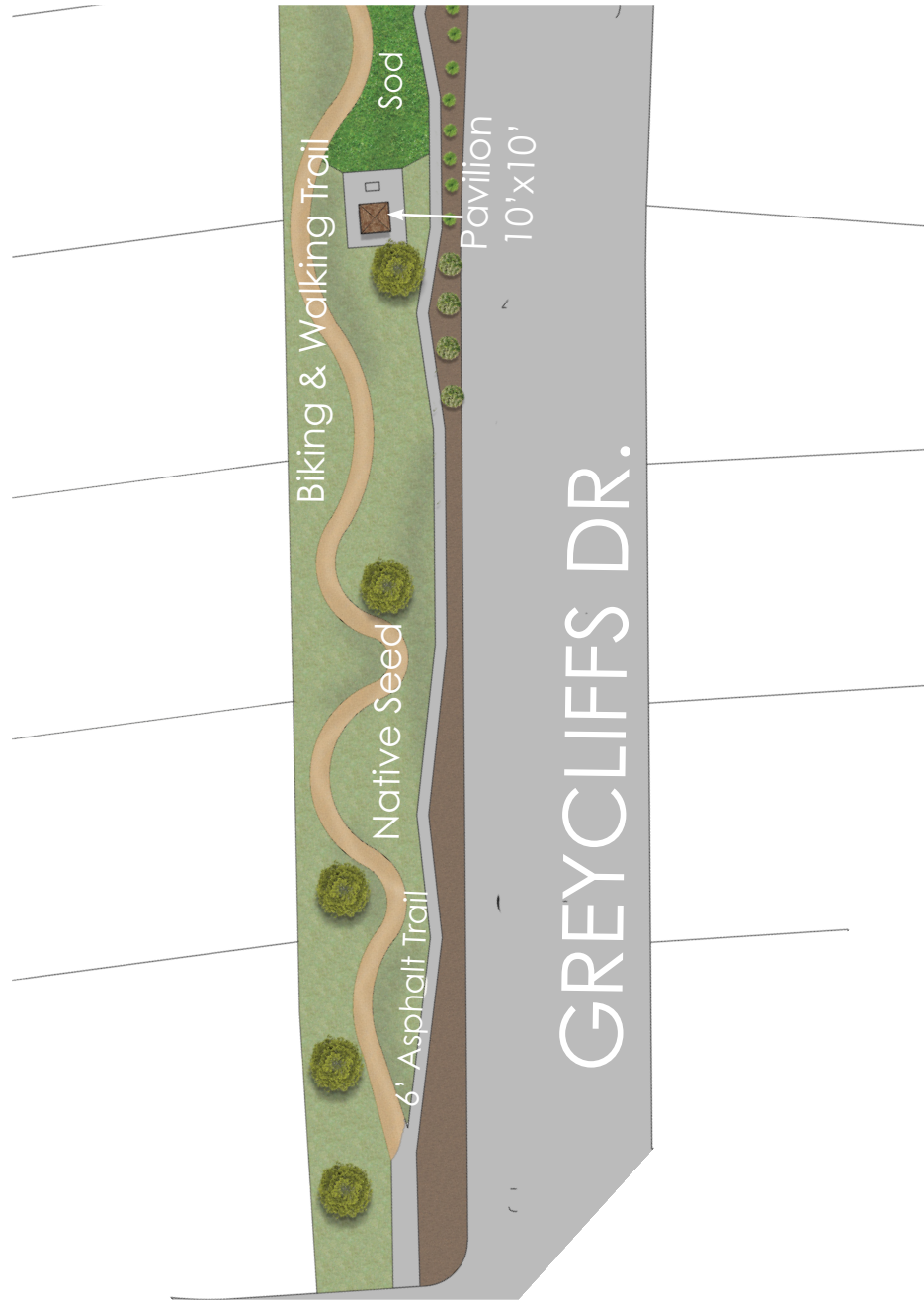




EXHIBIT "C.2.d"

Sunset Park Open Space Budget

PAY ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
6	Fine Site Grading	SF	117000	\$0.00	\$0.15	\$0.15	\$17,550.00
7	Ampitheater Grading	LS	1	\$0.00	\$21,000.00	\$21,000.00	\$21,000.00
8	4" Asphalt/8" Base in Parking Lot	SF	10700	\$0.00	\$3.25	\$3.25	\$34,775.00
9	Curb & Gutter	LF	610	\$0.00	\$23.00	\$23.00	\$14,030.00
10	6' Walk w/base	LF	1330	\$0.00	\$35.00	\$35.00	\$46,550.00
11	10' Gravel path (4" Crusher Fines)	LF	1600	\$4.00	\$8.00	\$12.00	\$19,200.00
12	Sleeving	LF	400	\$0.00	\$14.00	\$14.00	\$5,600.00
13	10'x10' Pavilion	EA	6	\$12,000.00	\$8,000.00	\$20,000.00	\$120,000.00
14	Concrete pads for Sunset points	SF	2000	\$2.00	\$7.00	\$9.00	\$18,000.00
15	Benches	LF	8	\$1,600.00	\$200.00	\$1,800.00	\$14,400.00
16	Electrical Connection Allowance	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
17	Decorative On-site Boulders	EA	50	\$0.00	\$100.00	\$100.00	\$5,000.00
18	Landscape rock 3" deep	Ton	275	\$15.00	\$10.00	\$25.00	\$6,875.00
19	Weed Barrier under landscape rock	SF	17350	\$0.10	\$0.05	\$0.15	\$2,602.50
20	Place & Grade 4" Topsoil	CY	150	\$0.00	\$30.00	\$30.00	\$4,500.00
21	Sod	SF	107000	\$0.42	\$0.20	\$0.62	\$66,340.00
22	Decorative On-site Boulders	EA	50	\$0.00	\$100.00	\$100.00	\$5,000.00
23	2" Cal. Deciduous trees	EA	8	\$300.00	\$200.00	\$500.00	\$4,000.00
24	6-8' Evergreen Trees	EA	5	\$300.00	\$200.00	\$500.00	\$2,500.00
25	5 Gal. Shrubs	EA	150	\$20.00	\$20.00	\$40.00	\$6,000.00
26	60 Day Maintenance & Warranty	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
27	Connection to existing controller	EA	1	\$350.00	\$500.00	\$850.00	\$850.00
28	Irrigation Sprinklers	SF	11000	\$1.50	\$0.00	\$1.50	\$16,500.00
29	Irrigation Drip	SF	17500	\$0.75	\$0.00	\$0.75	\$13,125.00

SUB-TOTAL: \$521,397.50
5% CONTINGENCY \$26,069.88
TOTAL: **\$547,467.38**



EXHIBIT "C.3"

Sage Meadows Park Concept Plan

Tabulations

Total Park Area 115,000 SF

IMPROVED FEATURES

SOD	13600 SF
Asphalt Parking	20 Stalls
10'x10' Pavilion	1
Restroom	1
Natural Trails	.30MI
Pump Track	930 LF
Planter Bed	30000 SF

UNIMPROVED FEATURES

Native Seed 70,000 SF

	Sod
	Native Seed



EXHIBIT "C.3.a"

Sage Meadows Park Concept Plan Part a

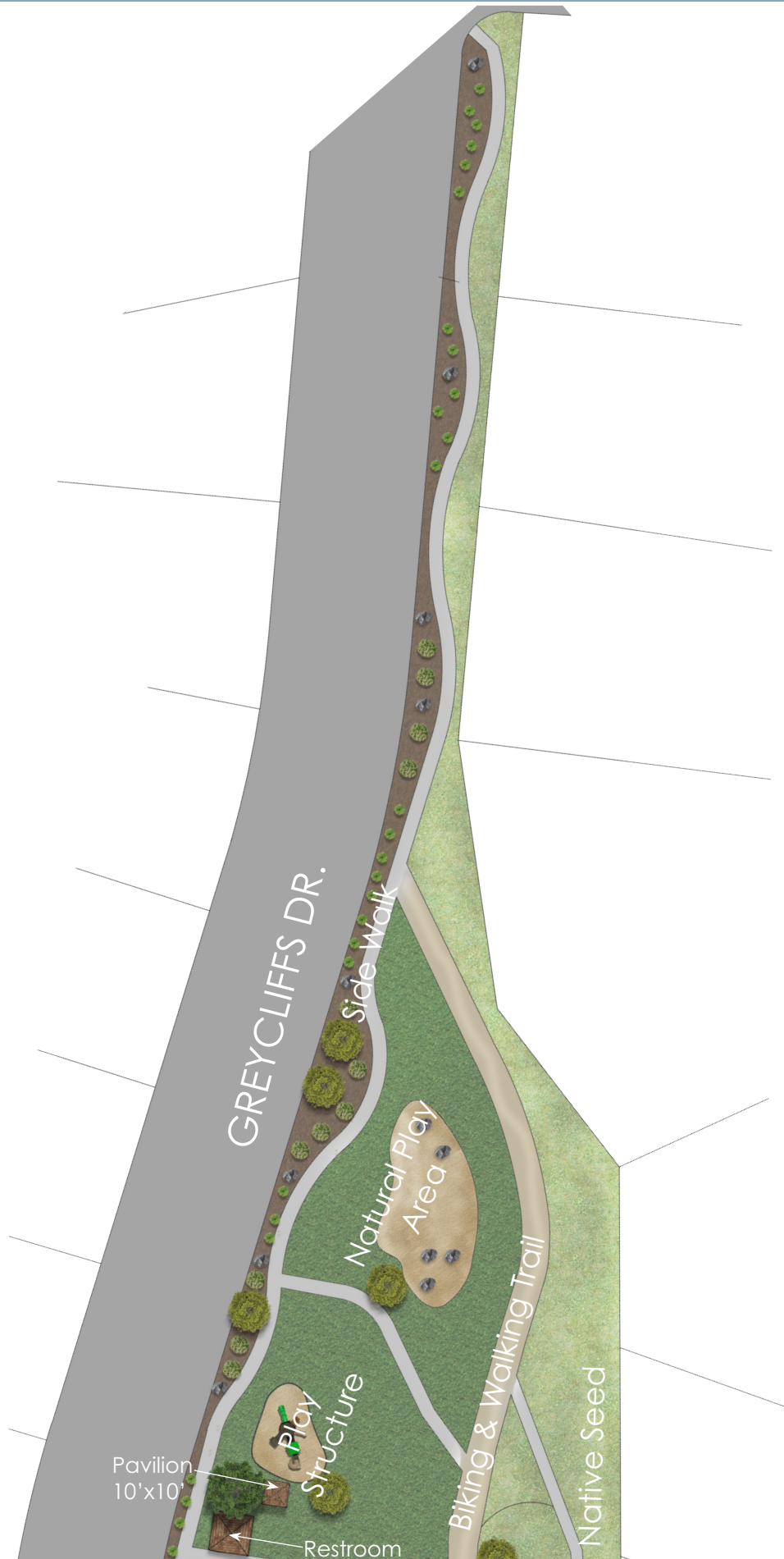


EXHIBIT "C.3.b"

Sage Meadows Park Concept Plan Part b





EXHIBIT "C.3.c"

Sage Meadows Park Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	115000	\$0.00	\$0.15	\$0.15	\$17,250.00
7	Conduit for Electrical & Landscaping	LF	475	\$3.00	\$12.00	\$15.00	\$7,125.00
8	Connect to existing water meter	LS	2	\$225.00	\$300.00	\$525.00	\$1,050.00
9	2" POC w/BFP & Filter	LS	1	\$4,000.00	\$4,500.00	\$8,500.00	\$8,500.00
10	1" Waterline stub to Restroom	LF	320	\$0.00	\$15.00	\$15.00	\$4,800.00
11	1" Stop & waste	Ea	1	\$150.00	\$50.00	\$200.00	\$200.00
12	4" Sewer stub to Restroom	LF	250	\$0.00	\$30.00	\$30.00	\$7,500.00
13	Sewer Cleanouts	EA	3	\$150.00	\$150.00	\$300.00	\$900.00
14	4" Asphalt/8" Base in Parking Lot	SF	5775	\$0.00	\$3.25	\$3.25	\$18,768.75
15	Curb & Gutter w/ base	LF	355	\$0.00	\$23.00	\$23.00	\$8,165.00
16	6' Walk w/base	LF	880	\$0.00	\$35.00	\$35.00	\$30,800.00
17	10' Gravel path (4" Crusher Fines)	LF	1015	\$4.00	\$8.00	\$12.00	\$12,180.00
18	Sleeving	LF	200	\$0.00	\$14.00	\$14.00	\$2,800.00
19	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
20	Restroom facilities CTX SMALL (ESTIMATE)	LS	1	\$2,500.00	\$205,000.00	\$207,500.00	\$207,500.00
21	Playground Allowance	LS	1	\$70,000.00	\$30,000.00	\$100,000.00	\$100,000.00
22	Natural play area prep & surfacing	SF	4000	\$1.00	\$0.50	\$1.50	\$6,000.00
23	Natural play amenities	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
24	Landscape rock 3" deep	Ton	275	\$15.00	\$10.00	\$25.00	\$6,875.00
25	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
26	Weed Barrier under landscape rock	SF	32750	\$0.10	\$0.05	\$0.15	\$4,912.50
27	Place & Grade 4" Topsoil	CY	600	\$0.00	\$30.00	\$30.00	\$18,000.00
28	Sod	SF	13600	\$0.42	\$0.20	\$0.62	\$8,432.00
29	2" Cal. Deciduous trees	EA	13	\$300.00	\$200.00	\$500.00	\$6,500.00
30	6-8' Evergreen Trees	EA	3	\$300.00	\$200.00	\$500.00	\$1,500.00
31	5 Gal. Shrubs	EA	196	\$20.00	\$20.00	\$40.00	\$7,840.00
32	60 Day Maintenance & Warranty	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
33	Connection to existing controller	EA	1	\$350.00	\$500.00	\$850.00	\$850.00
34	Pumptrack grading	LF	375		\$20.00	\$20.00	\$0.00
35	Benches	EA	5	\$1,600.00	\$200.00	\$1,800.00	\$8,000.00
36	Irrigation Sprinklers	SF	13550	\$0.50	\$0.50	\$1.00	\$6,775.00
37	Irrigation Drip	SF	32650	\$0.35	\$0.50	\$0.85	\$11,427.50

SUB-TOTAL: \$608,150.75
5% CONTINGENCY \$30,407.54
TOTAL: \$638,558.29



EXHIBIT "C.4"

Juniper Ridge Park Concept Plan



Tabulations

Total Park Area 115,000 SF

IMPROVED FEATURES

SOD	13600 SF
Asphalt Parking	20 Stalls
10'x10' Pavilion	1
Restroom	1
Natural Trails	.30MI
Pump Track	930 LF
Planter Bed	30000 SF

UNIMPROVED FEATURES

Native seed	70,000 SF
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	Sod
	Native Seed



EXHIBIT "C.4.a"

Juniper Ridge Park Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	225000	\$0.00	\$0.15	\$0.15	\$33,750.00
7	Cut & Fill (ESTIMATE)	SF	225000	\$0.00	\$0.12	\$0.12	\$27,000.00
7	Gravel w/ base in Parking Lot	SF	8700	\$0.00	\$1.25	\$1.25	\$10,875.00
8	Curb & Gutter w/ base	LF	445.1	\$0.00	\$23.00	\$23.00	\$10,237.30
9	6' Walk w/base	LF	1075	\$0.00	\$35.00	\$35.00	\$37,625.00
10	10' Gravel path (4" Crusher Fines)	LF	1500	\$4.00	\$8.00	\$12.00	\$18,000.00
11	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
12	Landscape rock 3" deep	Ton	60		\$20.00	\$20.00	\$1,200.00
13	Weed Barrier under landscape rock	SF	3600		\$0.15	\$0.15	\$540.00
14	Place & Grade 4" Topsoil	CY	215	\$0.00	\$30.00	\$30.00	\$6,450.00
15	Sod	SF	13000	\$0.42	\$0.20	\$0.62	\$8,060.00
16	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
17	2" Cal. Deciduous trees	EA	7	\$300.00	\$200.00	\$500.00	\$3,500.00
18	6-8' Evergreen Trees	EA	4	\$300.00	\$200.00	\$500.00	\$2,000.00
19	5 Gal. Shrubs	EA	59	\$20.00	\$20.00	\$40.00	\$2,360.00
20	Bike Track Grading	LF	930		\$20.00	\$20.00	\$18,600.00
21	Benches	EA	2	\$1,600.00	\$200.00	\$1,800.00	\$3,600.00
22	Irrigation Controller	Ea	1	\$2,500.00	\$1,500.00	\$4,000.00	\$4,000.00
23	Irrigation Sprinklers	SF	13000	\$0.50	\$0.50	\$1.00	\$13,000.00
24	Irrigation Drip	SF	3600	\$0.35	\$0.50	\$0.85	\$3,060.00

SUB-TOTAL: **\$289,357.30**
5% CONTINGENCY **\$14,467.87**
TOTAL: **\$303,825.17**

Tabulations





Total Park Area 330,800 SF

IMPROVED FEATURES

Tent Sites	4
10'x10' Pavilion	1
Hammock Poles	6
Natural Trails	1.3MI
BBQ Pits	2
Parking Stalls	8

UNIMPROVED FEATURES

Natural Landscape 312,800 SF

-  Natural Vegetation
-  Conservation Easement
*Within Lot Boundaries
-  Natural Log Fence
-  Division Line between Easement and Open Space

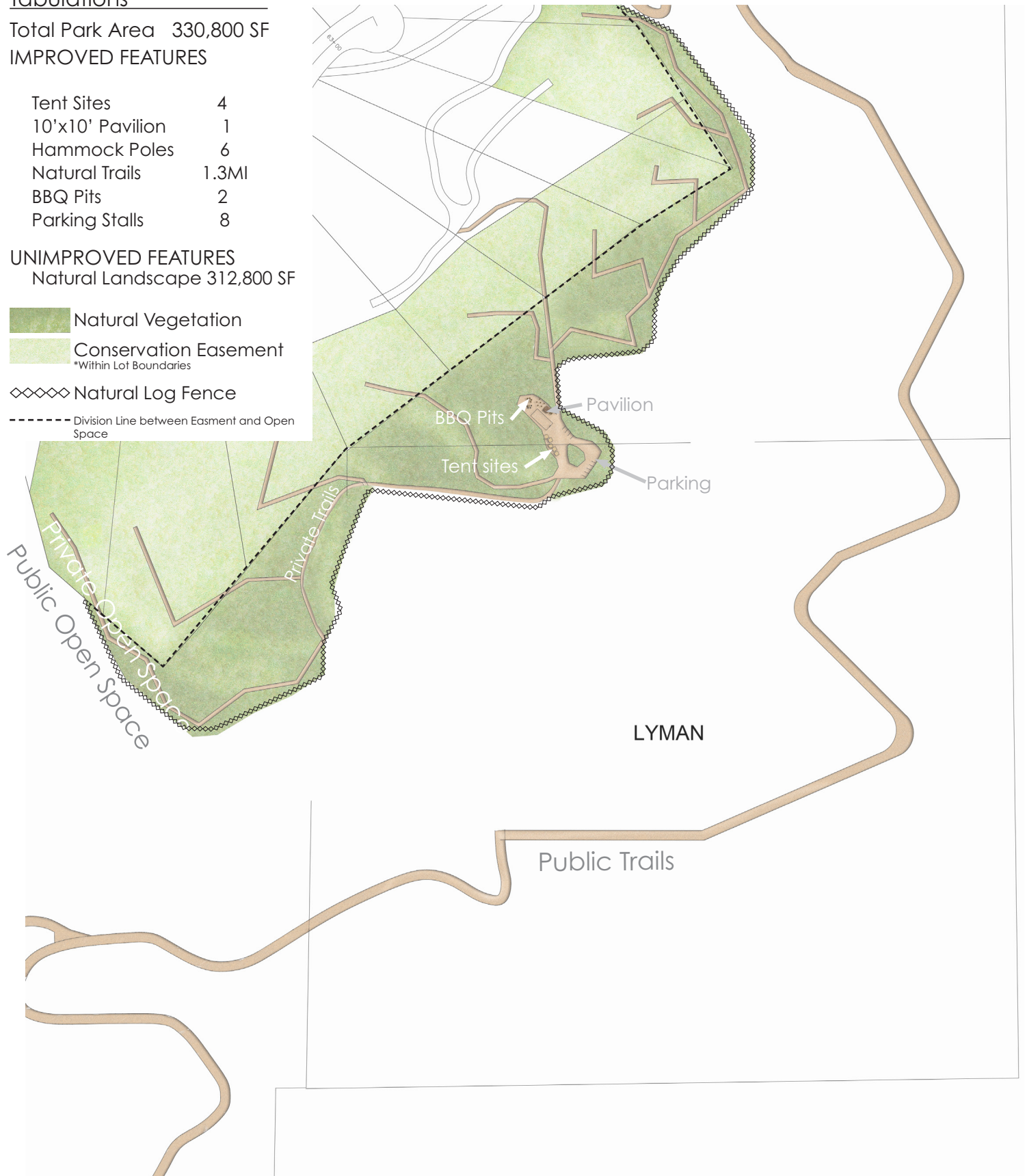


EXHIBIT "C.5.a"

Cedar Lookout HOA Park Concept Plan

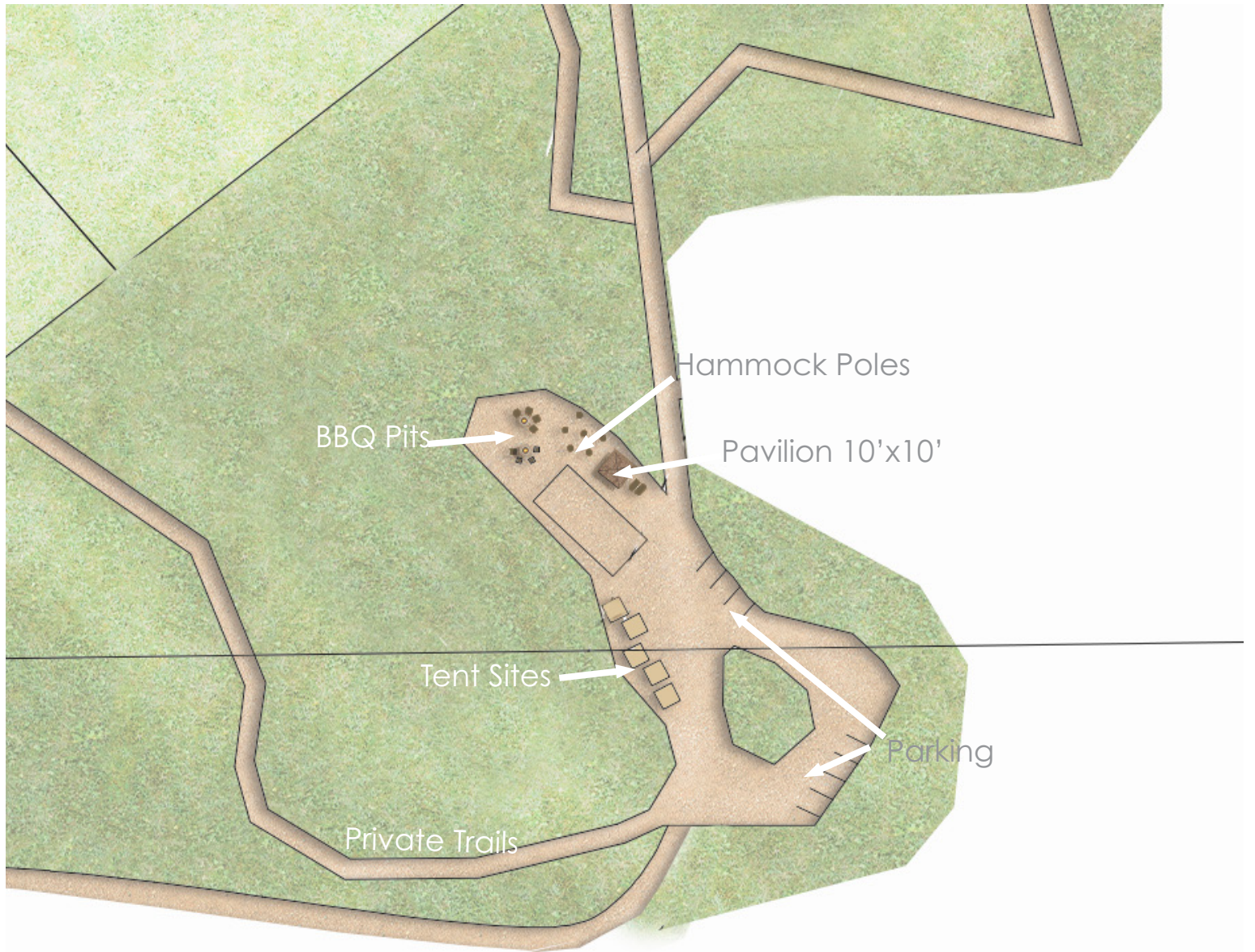




EXHIBIT "C.5.b"

Cedar Lookout HOA Park Open Space Budget

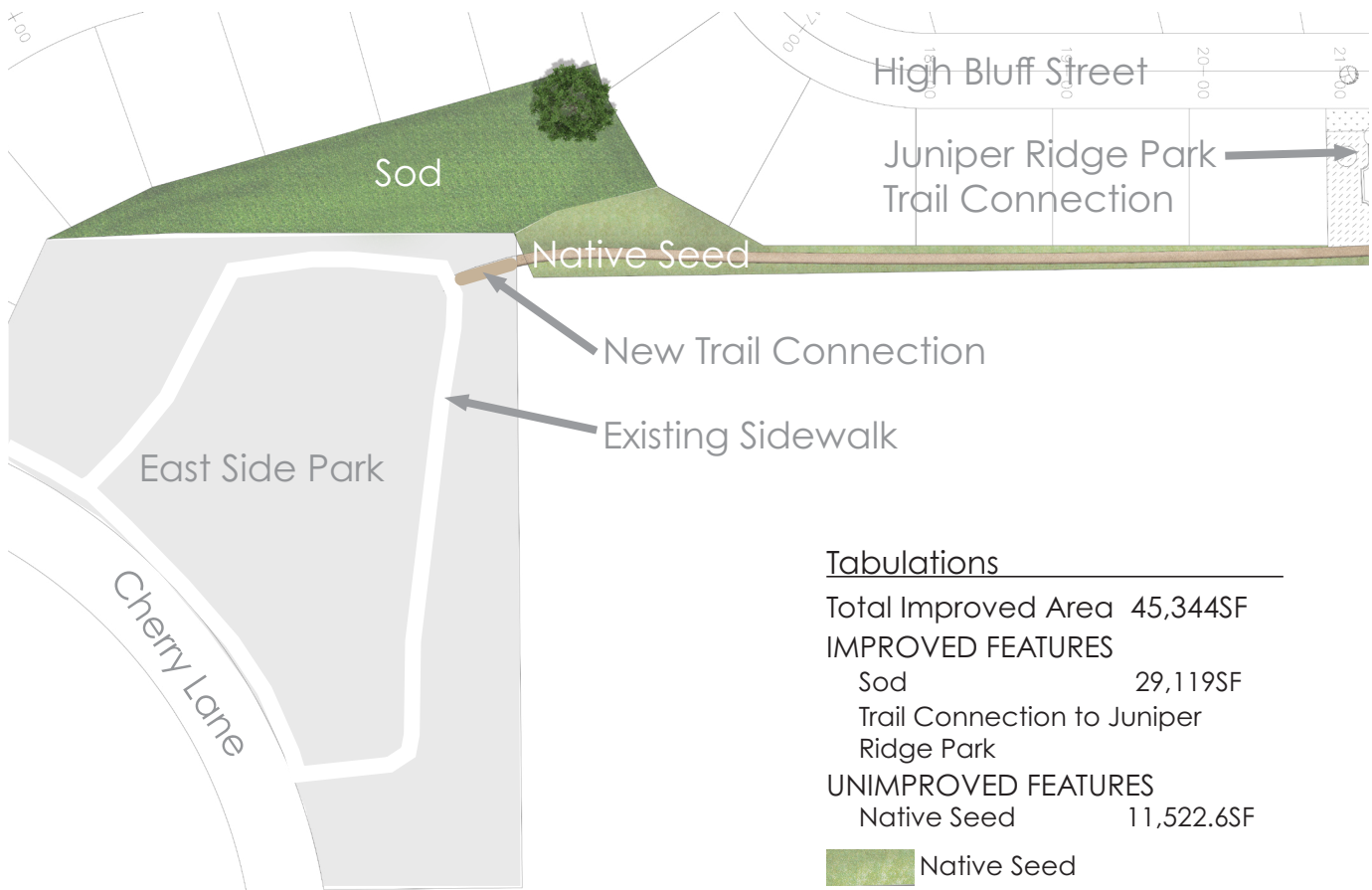
PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
2	Mobilization & GC	LS	1	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
3	SWPPP	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	Surveying & Layout	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	10700	\$0.00	\$0.15	\$0.15	\$1,605.00
7	BBQ Pits	EA	2	\$400.00	\$400.00	\$800.00	\$1,600.00
8	Hammock Poles	EA	6	\$200.00	\$200.00	\$400.00	\$2,400.00
9	10'x10' Pavilion	EA	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
10	8' graded dirt trails	LF	6950	\$5.00		\$5.00	\$34,750.00

SUB-TOTAL: \$88,355.00
5% CONTINGENCY \$4,417.75
TOTAL: **\$92,772.75**



EXHIBIT "C.6"

East Side Park Improvement Concept Plan



Tabulations

Total Improved Area 45,344SF

IMPROVED FEATURES

Sod 29,119SF

Trail Connection to Juniper
Ridge Park

UNIMPROVED FEATURES

Native Seed 11,522.6SF

 Native Seed

 Sod



EXHIBIT "C.6.a"

East Side Park Improvements Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Mobilization & GC	LS	1	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
3	SWPPP	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	Surveying & Layout	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	57200	\$0.00	\$0.15	\$0.15	\$8,580.00
7	Place & Grade 4" Topsoil	CY	750	\$0.00	\$30.00	\$30.00	\$22,500.00
8	Sod	SF	57200	\$0.42	\$0.20	\$0.62	\$11,440.00
9	Irrigation	SF	57200	\$0.50	\$0.50	\$1.00	\$28,600.00

SUB-TOTAL: \$114,120.00
5% CONTINGENCY \$5,706.00
TOTAL: \$119,826.00



EXHIBIT "C.7"

Summary Sheet- Open Space Budget

	Developer Provided	City Reimbursed	Total Budget
Cliff Park	\$395,717.18	\$395,717.18	\$791,434.35
Sunset Park	\$273,733.69	\$273,733.69	\$547,467.38
Sage Meadows Park	\$319,279.14	\$319,279.14	\$638,558.29
Juniper Ridge Park	\$151,912.58	\$151,912.58	\$303,825.17
Eastside Park Improvements	\$59,913.00	\$59,913.00	\$119,826.00
Cedar Lookout HOA Park	\$46,386.38	\$46,386.38	\$92,772.75

Total Developer Provided: \$1,246,941.96

Total City Reimbursed: \$1,246,941.96

TOTAL \$2,493,883.93