



PLANNING COMMISSION

Tuesday, November 30, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – Meetings are held on the 2nd floor in the Court Room/Council Chambers at City Hall
 - **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.
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PUBLIC COMMENT & PUBLIC HEARING PARTICIPATION

As with all City Council and Planning Commission Meetings, we continue to invite the public to provide “Public Comment” (30-minute duration, maximum of 5-minutes per comment). We also continue to hold Public Hearings, as needed, and required on specific issues.

With the post-pandemic restoration of public gatherings, Santaquin City is pleased to restore pre-pandemic meeting protocols by inviting the public to participate in-person. For those interested in providing public comment, we invite you to sign up on the Public Forum Speaker Sheet.

For those who are unable to attend in person, we invite you to submit your comments by email to PublicComment@Santaquin.org wherein they will be distributed to the Mayor and City Council Members for review and consideration. However, they will not be read during the meeting.

To review the Santaquin City Council Meeting Protocols, please go to the following link:
<https://www.santaquin.org/citycouncil/page/santaquin-city-council-protocols>.

ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

AGENDA

WELCOME

INVOCATION/INSPIRATION THOUGHT

PLEDGE OF ALLEGIANCE

ORDER OF AGENDA ITEMS

PUBLIC FORUM

DISCUSSION & POSSIBLE ACTION

1. **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.

2. **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.

3. **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.

4. **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.

OTHER BUSINESS

5. Approval of Meeting Minutes from November 9, 2021

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was e-mailed to the Payson Chronicle, Payson, UT, 84651, posted on www.santaquin.org, as well as posted on the State of Utah's Public Notice Website.

BY: 
K. Aaron Shirley, City 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

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

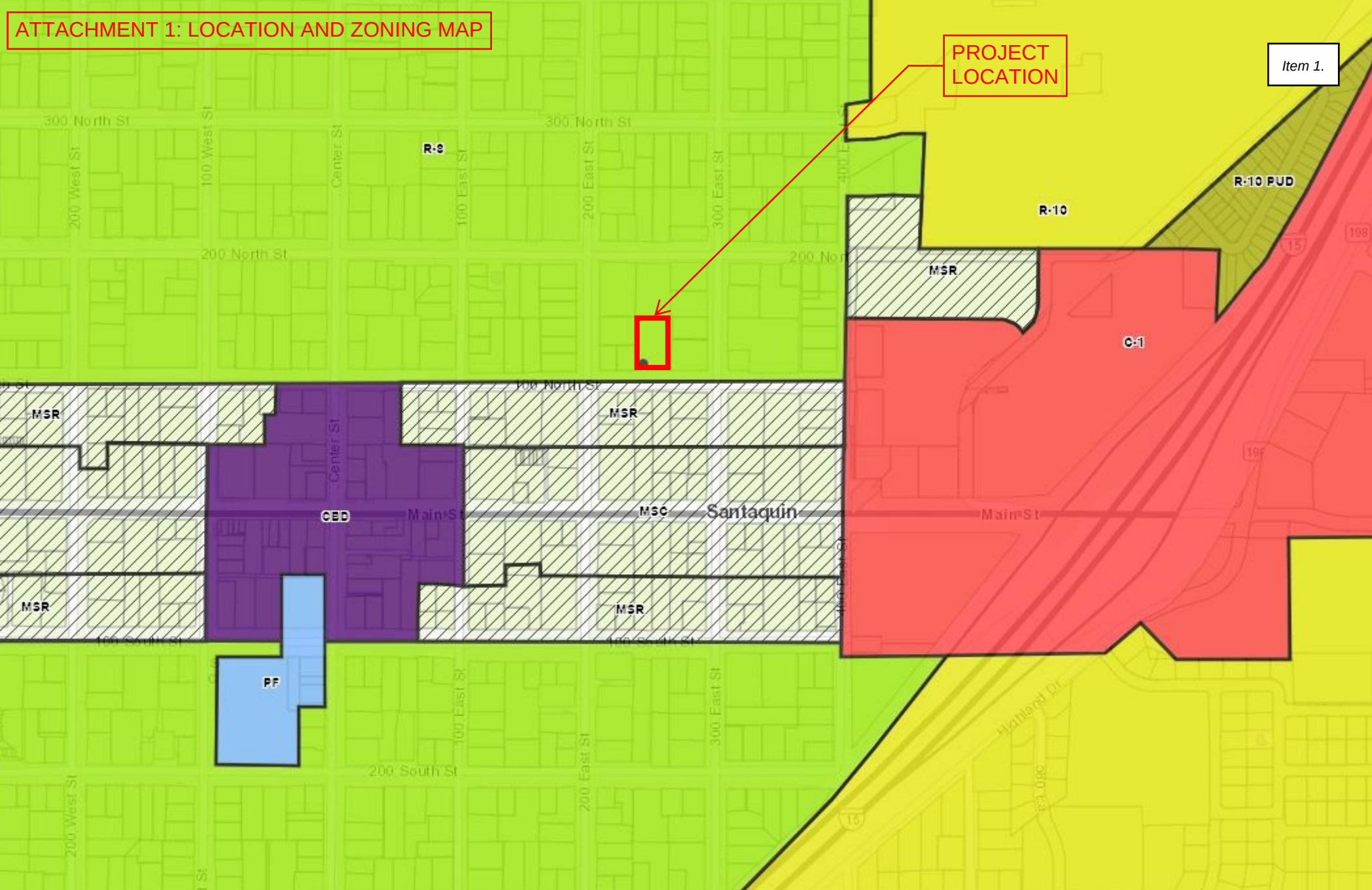
Recommended Motion: “Motion to approve the Degraffenreid Subdivision with the following condition:

- 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

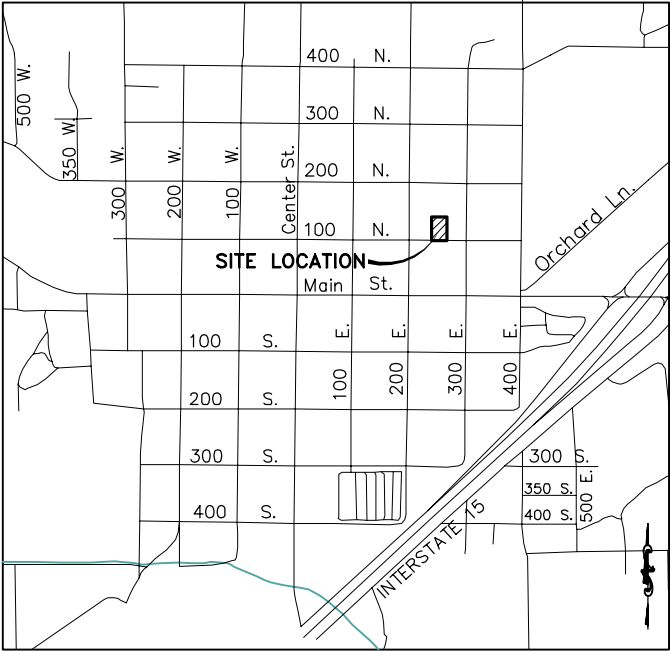
-SHEET INDEX-

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.

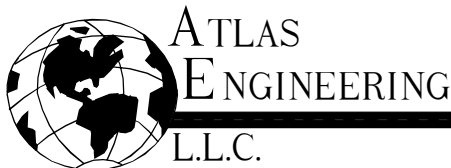


VICINITY MAP
-NTS-

LEGEND

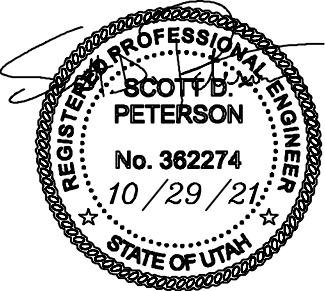
LEGEND APPLIES TO ALL SHEETS

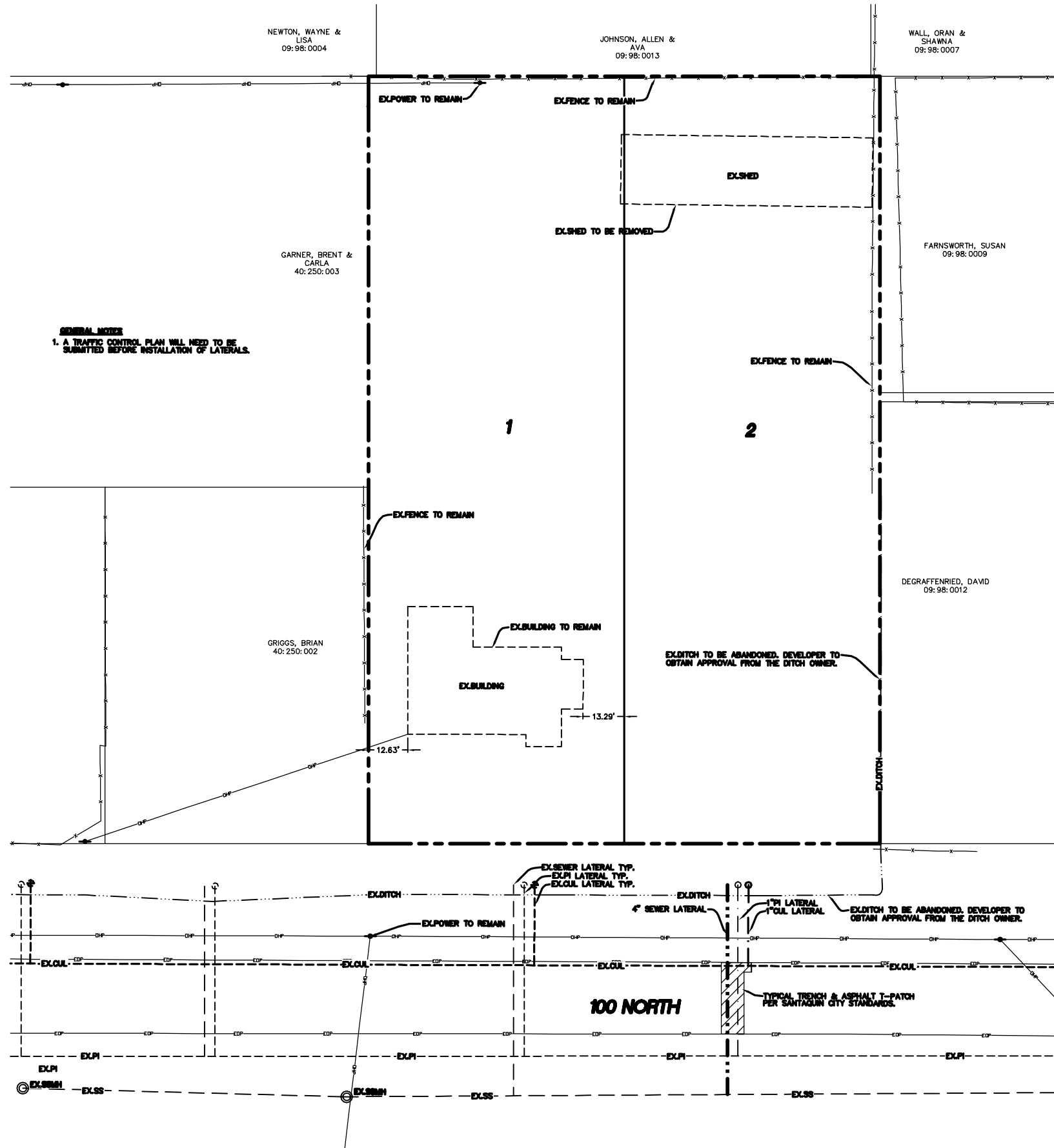
	SECTION CORNER
	EXISTING VALVE
	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED STREET/STOP SIGN
	PROPOSED STREET SIGN
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	BUILDING SETBACK
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER 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

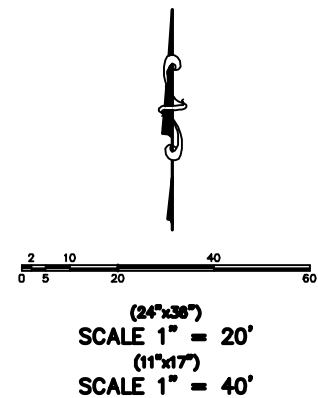
OWNER/DEVELOPER
JIMMY DeGRAFFENRIED
WOODLAND HILLS, UTAH
801-830-5490
lifetimehomesinc@gmail.com





GENERAL NOTES
1. A TRAFFIC CONTROL PLAN WILL NEED TO BE SUBMITTED BEFORE INSTALLATION OF LATERALS.

LEGEND	
LEGEND APPLIES TO ALL SHEETS	
	SECTION CORNER
	EXISTING VALVE
	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
	EXISTING SIGN
	EXISTING 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
	TRENCH & T-PATCH SECTION



SHEET NO.
3

UTILITY PLAN

SANTAQUIN CITY, UTAH

DEGRAFFENRIED
ATLAS
ENGINEERING
L.L.C.

PHONE: 801-855-0566
FAX: 801-855-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

BY: [Signature]
DATE: 10/25/2021
PROJECT: 21-015 Block 33 Santaquin, Debra & Carlos Preliminary 03-UTIL-IT PLAN 4/0

7

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.

500 W.

350 W.

300 W.

200 W.

100 W.

Center St.

400 N.

300 N.

200 N.

100 N.

100 S.

200 S.

300 S.

400 S.

100 E.

200 E.

300 E.

400 E.

Orchard Ln.

INTERSTATE 15

0 100 200

feet

SITE LOCATION

Main St.

NEWTON, WAYNE &
LISA
09:98:0004

JOHNSON, ALLEN &
AVA
09:98:0013

WALL, ORAN &
SHAWNA
09:98:0007

GARNER, BRENT &
CARLA
40:250:003

FARNSWORTH, SUSAN
09:98:0009

DEGRAFFENRIED, DAVID
09:98:0012

GRIGGS, BRIAN
40:250:002

1
20,419 sq. ft.
0.47 acres

2
20,419 sq. ft.
0.47 acres

NORTH 247.50'

SOUTH 247.50'

EAST 165.00'

WEST 165.00'

POB
WEST
165.00'

S00°30'42"E
1987.36'

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

100 NORTH

Item 1.

SANTAQUIN CITY, UTAH



**ATLAS
ENGINEERING
L.L.C.**

PHONE: 801-655-0566
FAX: 801-655-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 846

00	REVISED	BY	DATE

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 AUTHORIZED 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 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Item 1.

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 WHEREOF 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

EAST 165.00'

82.50'

82.50'

GARNER, BRENT &
CARLA
40:250:0003

NORTH 247.50'

1

20,419 sq. ft.
0.47 acres

BUILDABLE AREA:
13,134 sq. ft.
0.30 acres

2

20,419 sq. ft.
0.47 acres

BUILDABLE AREA:
13,134 sq. ft.
0.30 acres

NORTH 247.50'

SOUTH 247.50'

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

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

POB
WEST
826.90'

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

1987.36'
BASIS OF BEARING
S00°30'42"E

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 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 AGRICULTURAL LANDS AND BUSINESSES.

OWNER/DEVELOPER

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

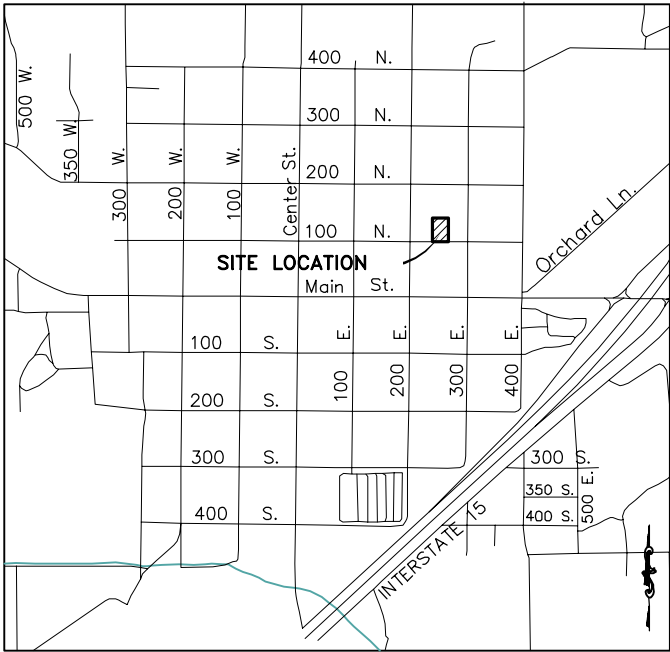
2 10 40
0 5 20 60

(24"x36")

SCALE 1" = 20'

(11"x17")

SCALE 1" = 40'



VICINITY MAP

-NTS-



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

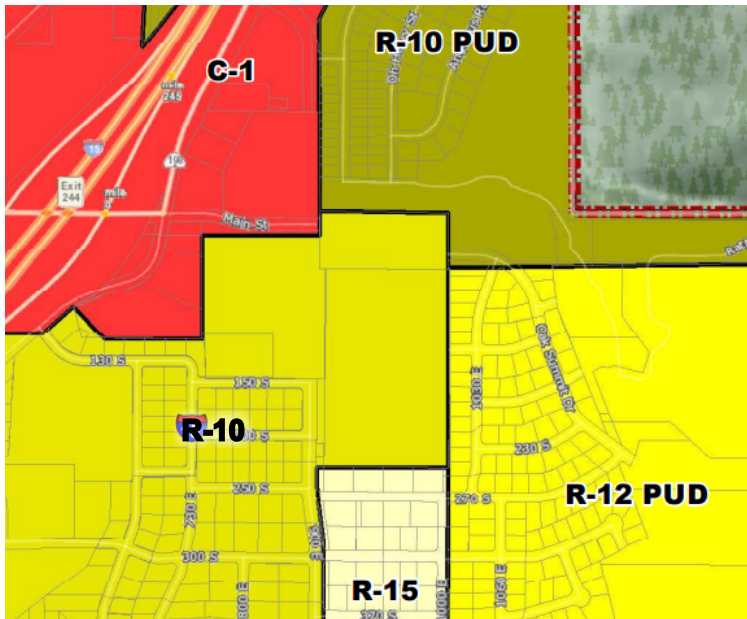
1. All planning and engineering redlines be addressed.”

Attachments:

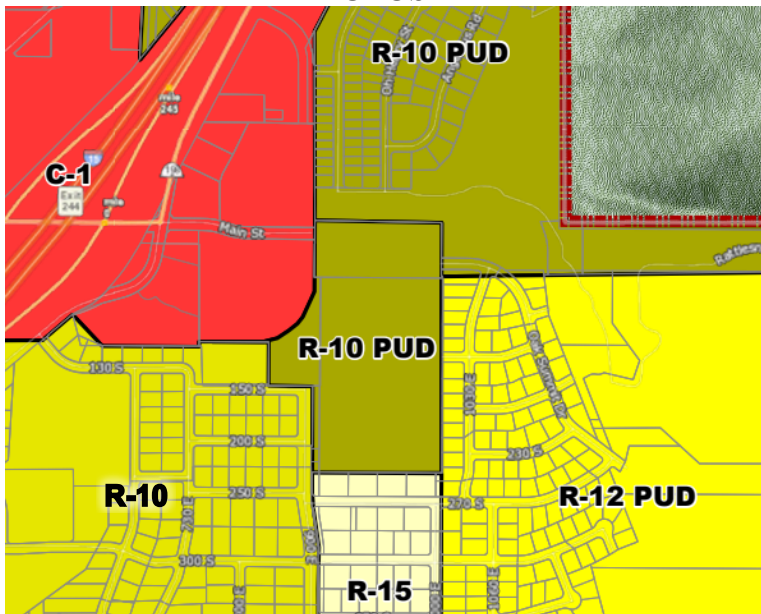
1. Current and Proposed Zoning
2. Preliminary Plan
3. Development Agreement

Zoning Map Showing Subject Property and Surrounding Zoning:

CURRENT



PROPOSED



SANTAQUIN ESTATES PRELIMINARY PLANS SANTAQUIN, UTAH

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 NOTES:

- 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 pressurized 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.

NOTE

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 Santaquin 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 Santaquin City codes, ordinances and standards.

BENCHMARK

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

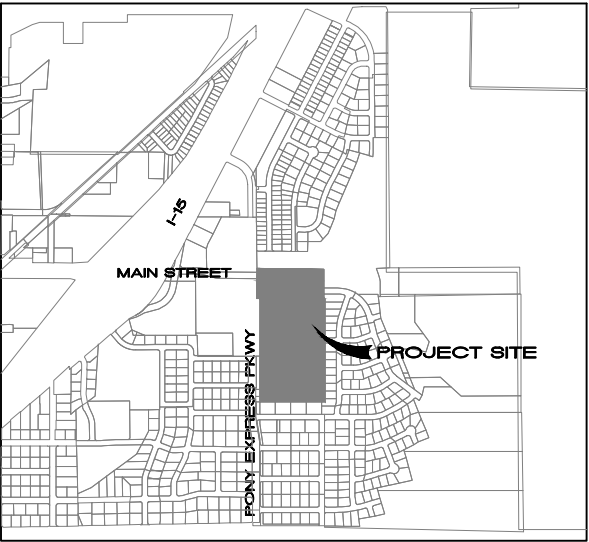


SITE MAP
NTS

SHEET INDEX

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

LAND USE:	
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
1			
2			
3			
4			

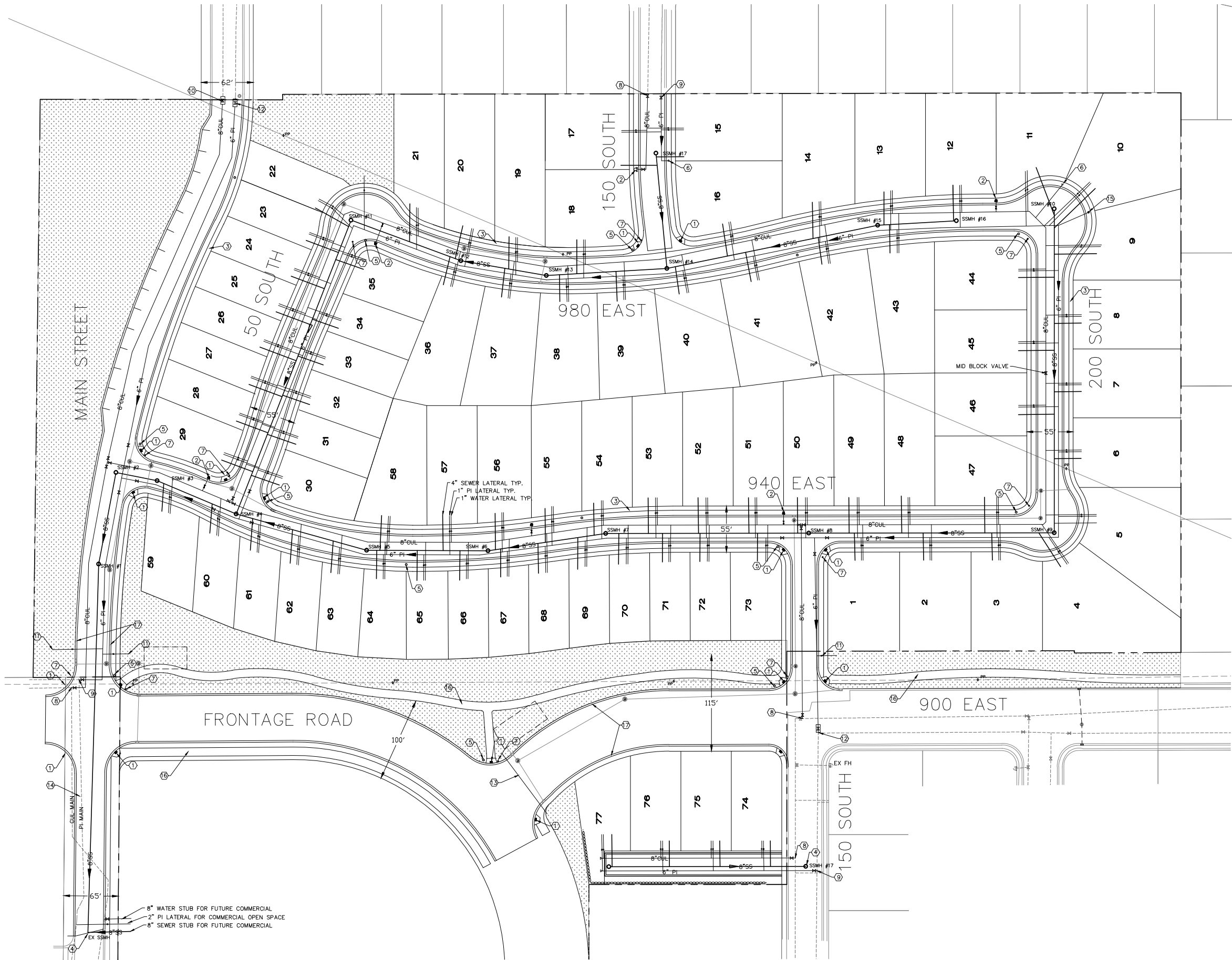
J:\FLAGSHIP\HARMONY\dwg\01_COVER.dwg

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

COVER SHEET

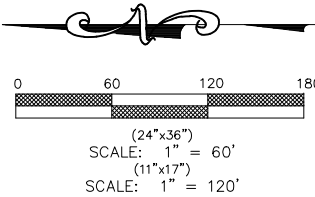


KEYED NOTES

- 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

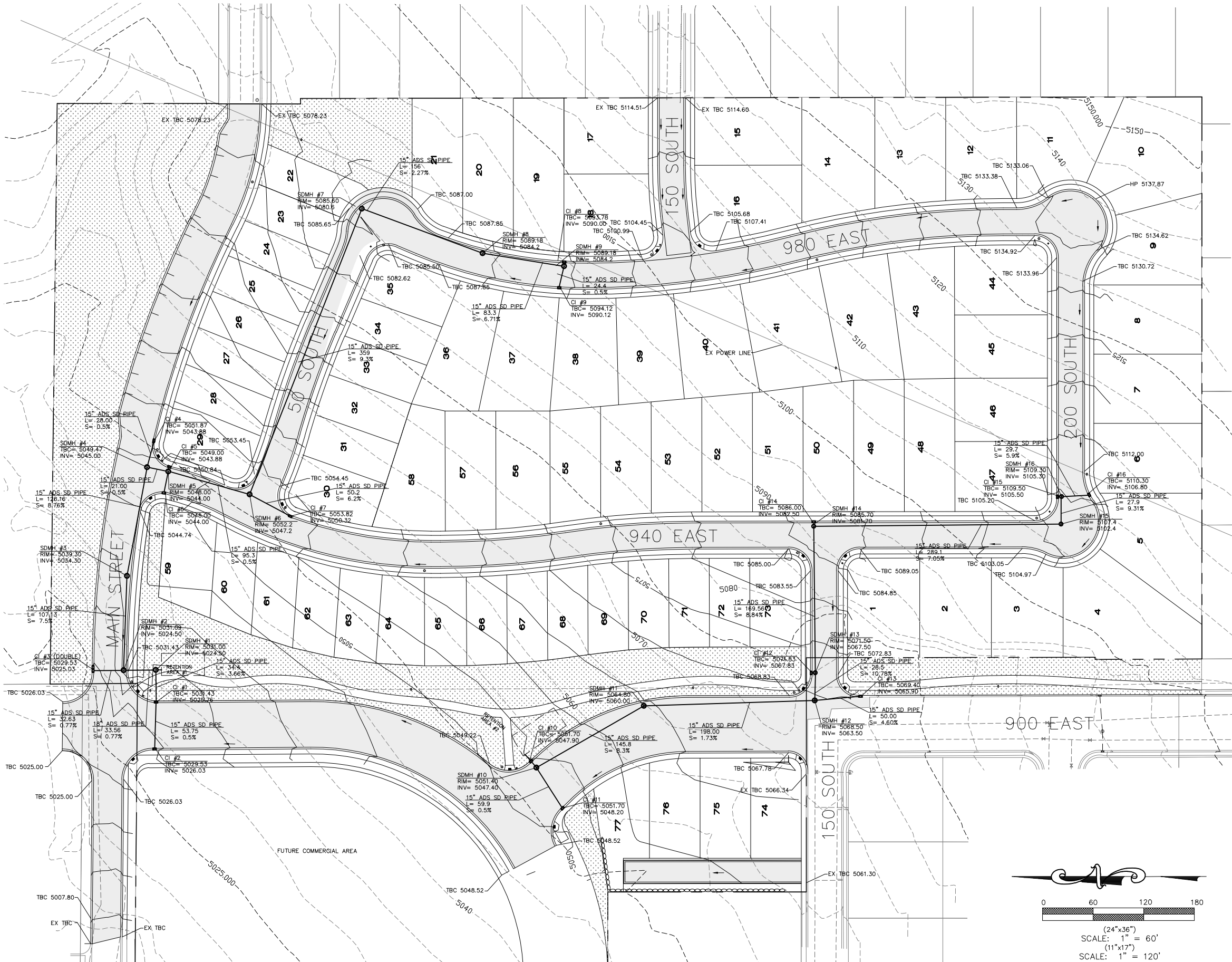
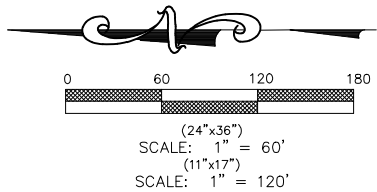
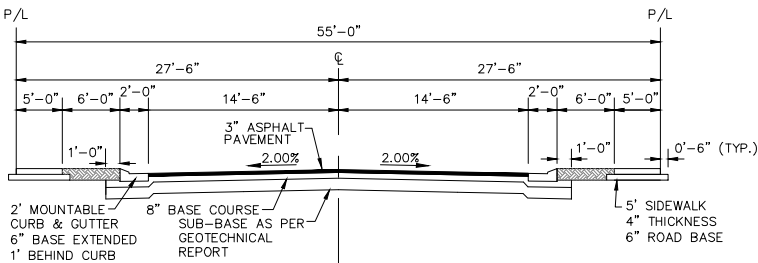
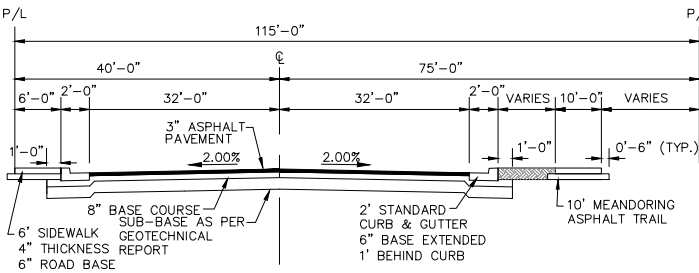
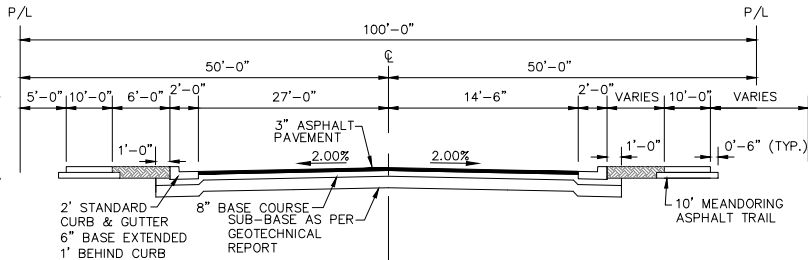
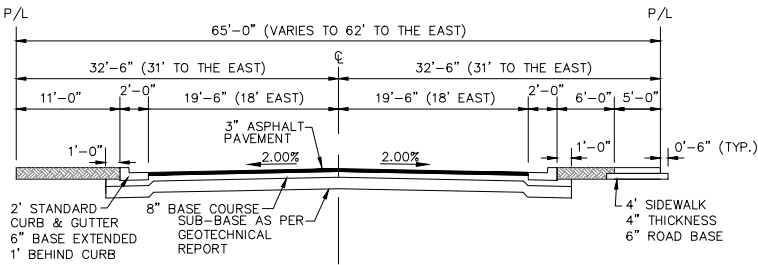
SANTAQUIN, UTAH

SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

UTILITY PLAN

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				
3				
4				

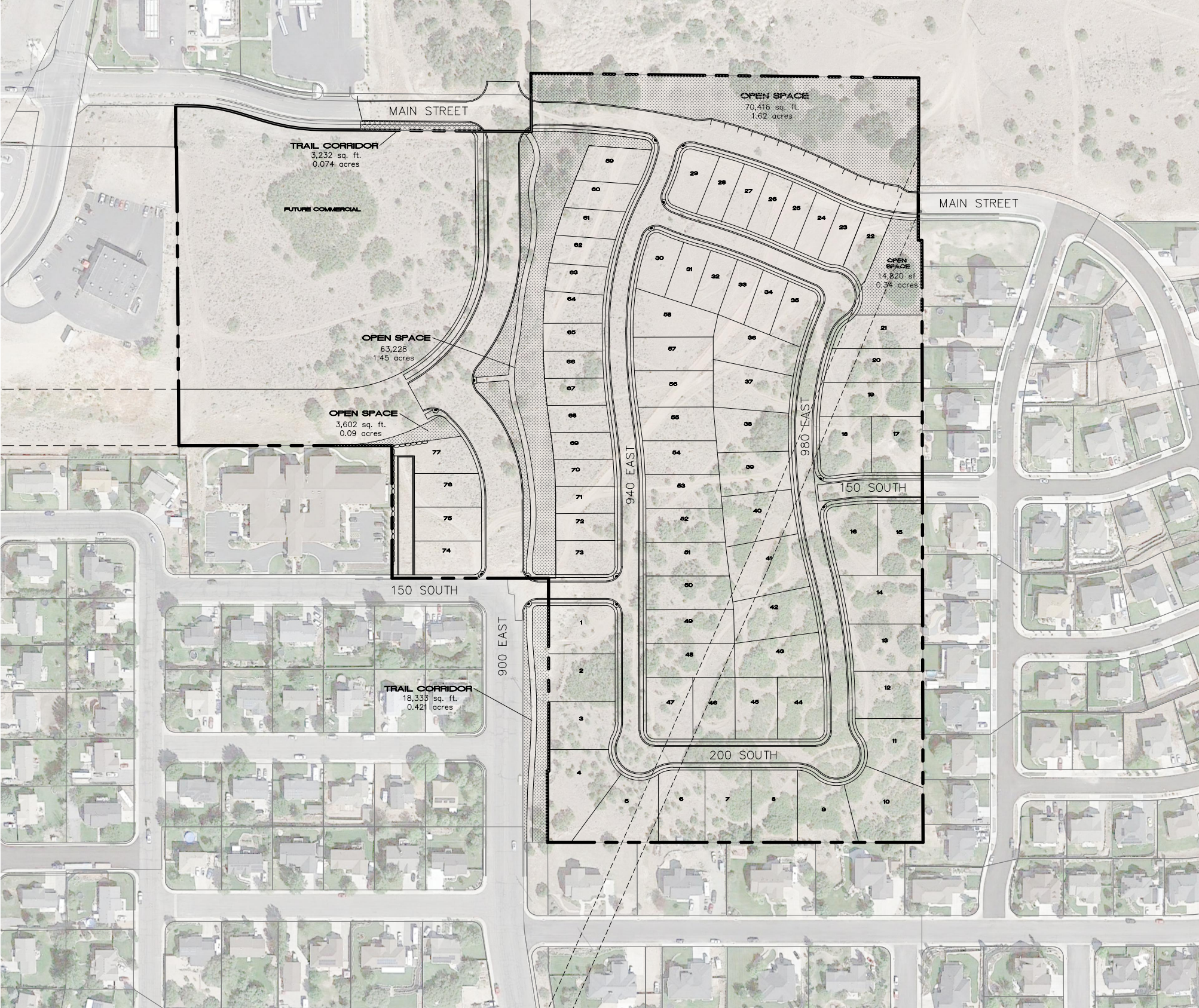
J:\FLAGSHIP\HARMONY\dwg\04_GRADING.dwg

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

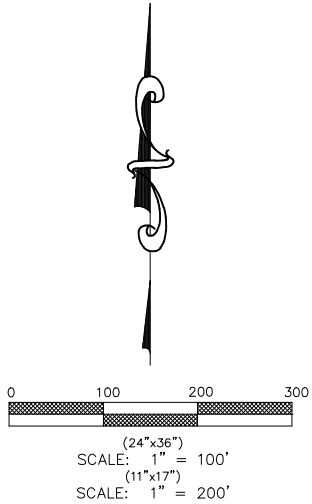
SANTAQUIN, UTAH

SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

GRADING/DRAINAGE



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
1			
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 STREET LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

SANTAQUIN ESTATES

OPEN SPACE/TRAIL PLAN

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

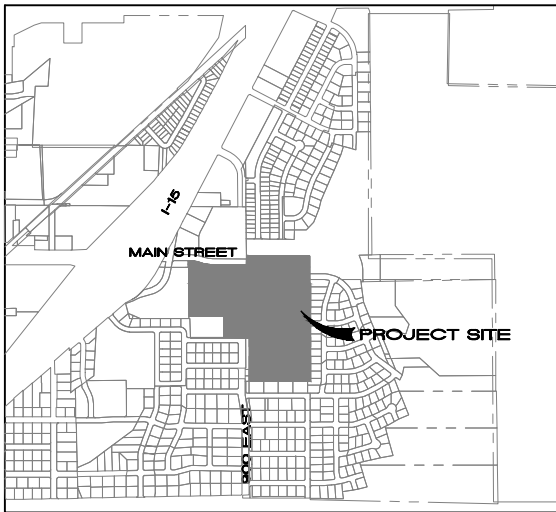
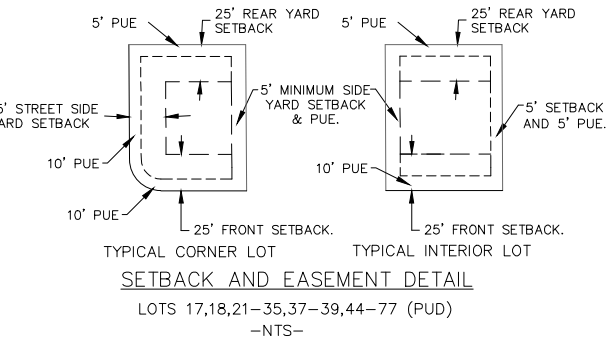
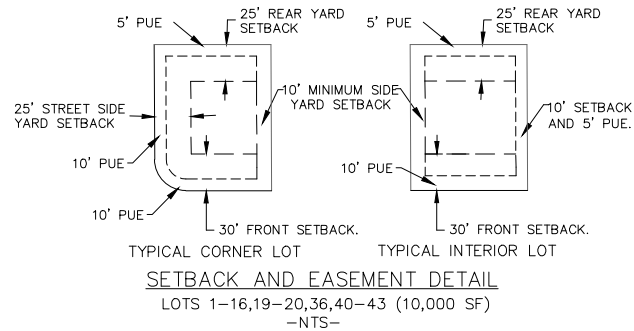
- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in 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

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

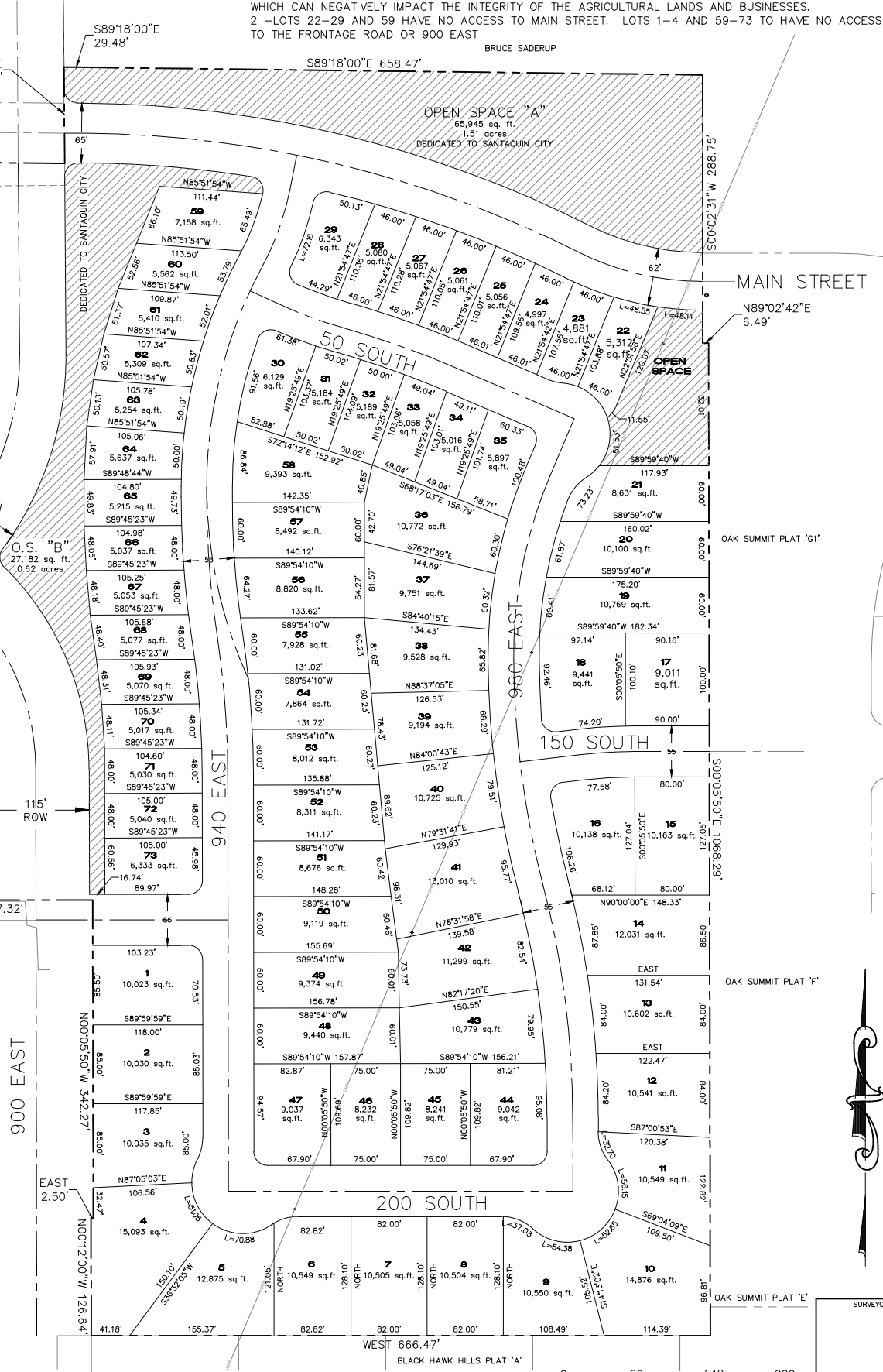


VICINITY MAP

NOTE:

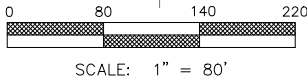
1- THIS PROPERTY IS LOCATED IN AN AGRICULTURAL COMMUNITY IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES ARE COMMON AND PART OF THE IDENTITY OF SANTAQUIN CITY. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED NEAR THIS PROPERTY. PROPERTY OWNERS NEED 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



SCALE: 1" = 80'

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 2, 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 North 89°02'42" West 6.49 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 Southeastly 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 Southeastly 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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TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

**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, agree, 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 deigned 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)



Exhibit “F”

Commercial Area

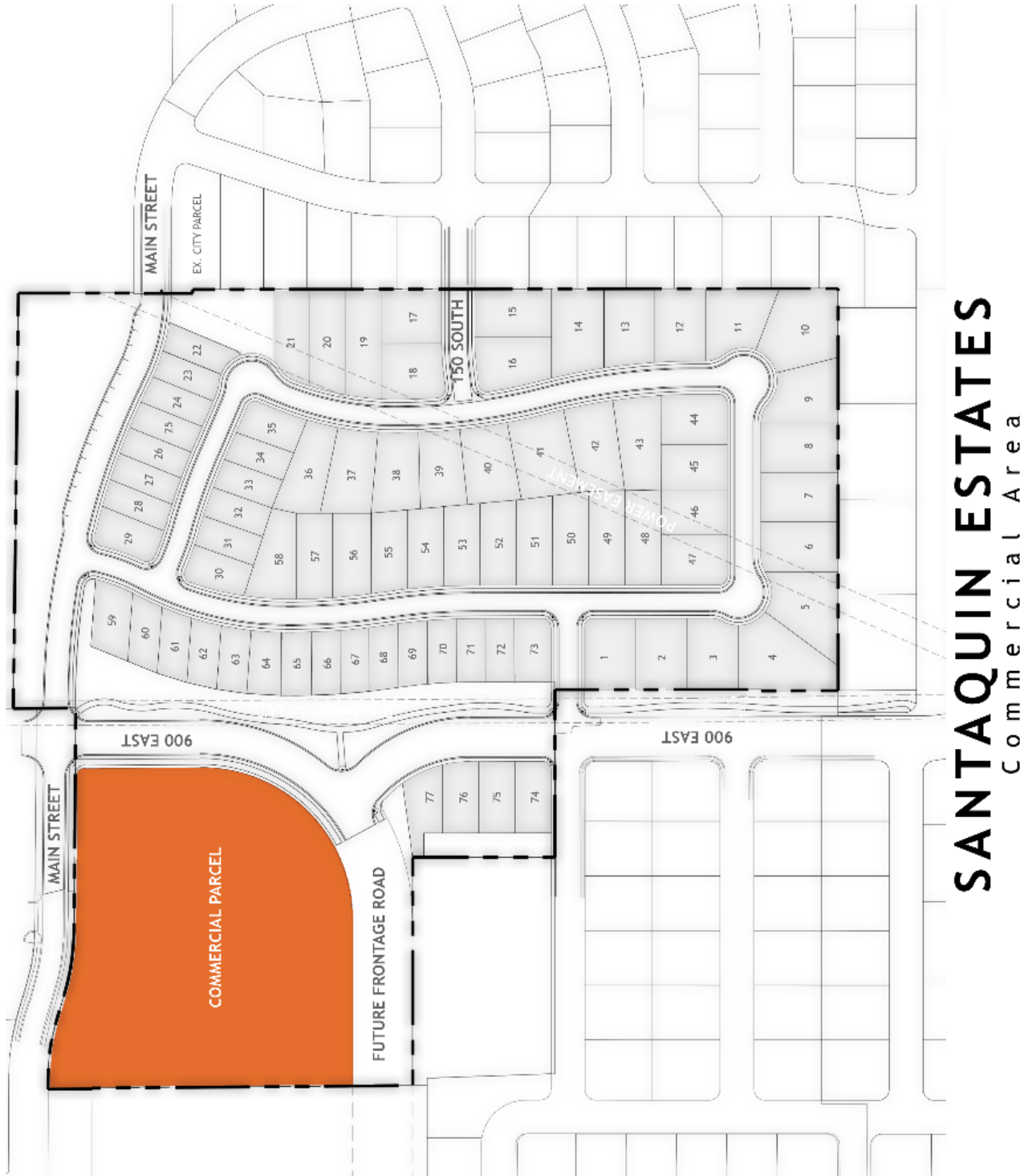


Exhibit “G”
Park



SANTAQUIN ESTATES
Open Space Exhibit - Parks

Exhibit “H”
Trails



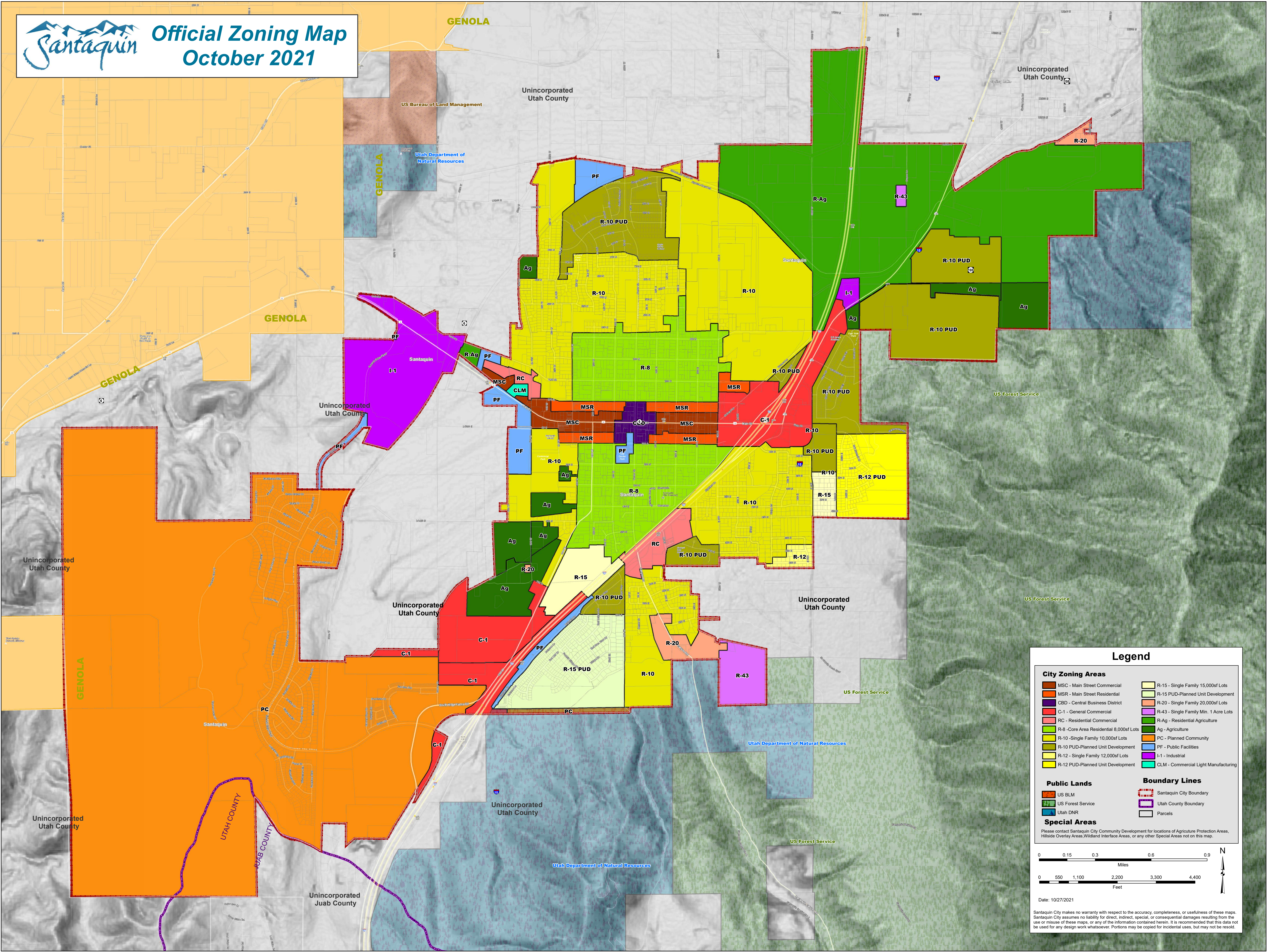
SANTAQUIN ESTATES
Open Space Exhibit - Trails

Exhibit “T”
Zoning Approval Map



Official Zoning Map

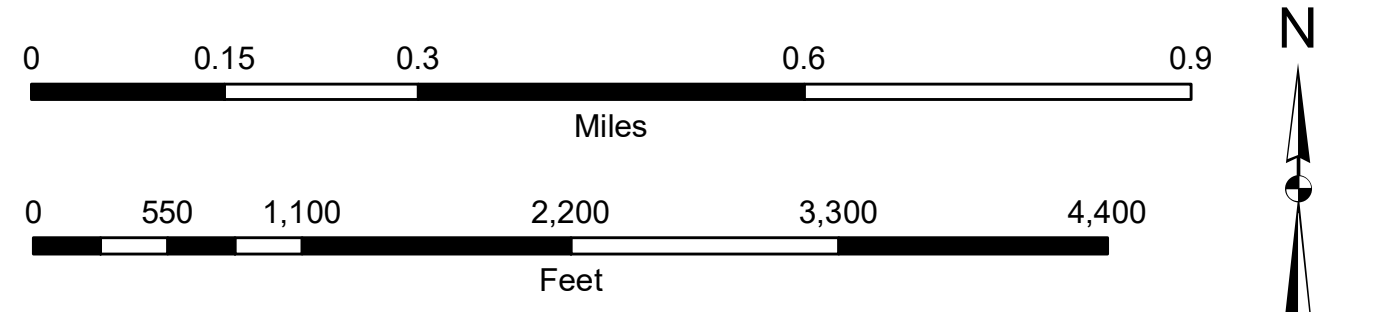
October 2021



Legend

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



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.

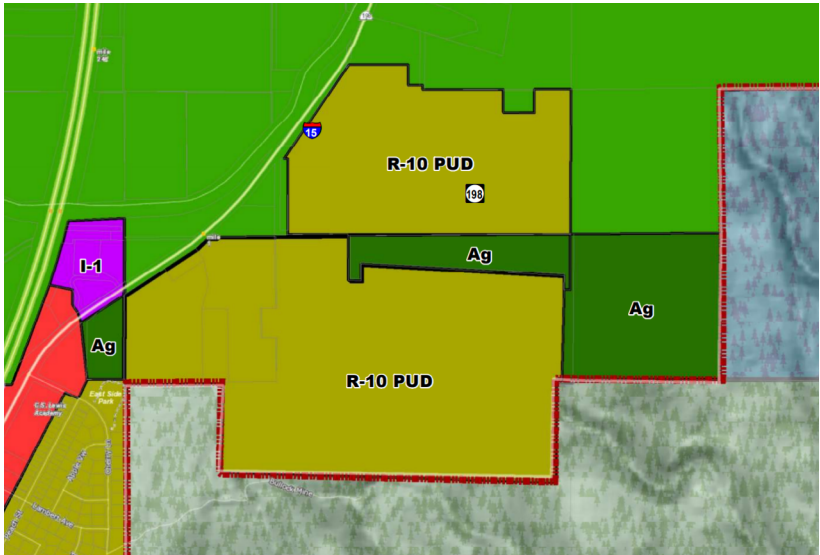
Motion: "Motion to recommend approval or denial of the Grey Cliffs Rezone which is included as a major component in the Development Agreement."

Attachments:

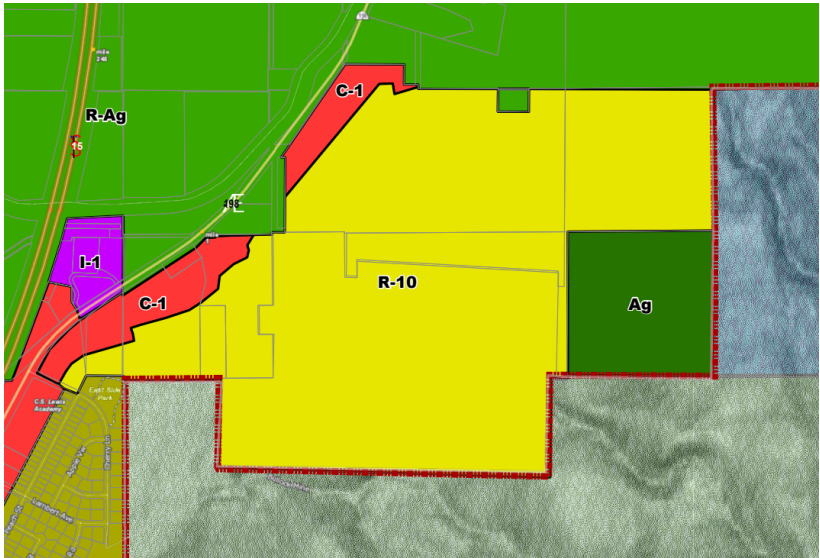
1. Current and Proposed Zoning
2. Development Agreement

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

Item 4.

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

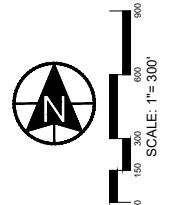
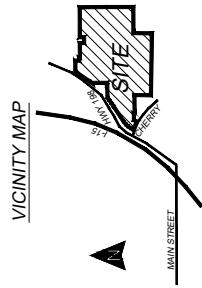
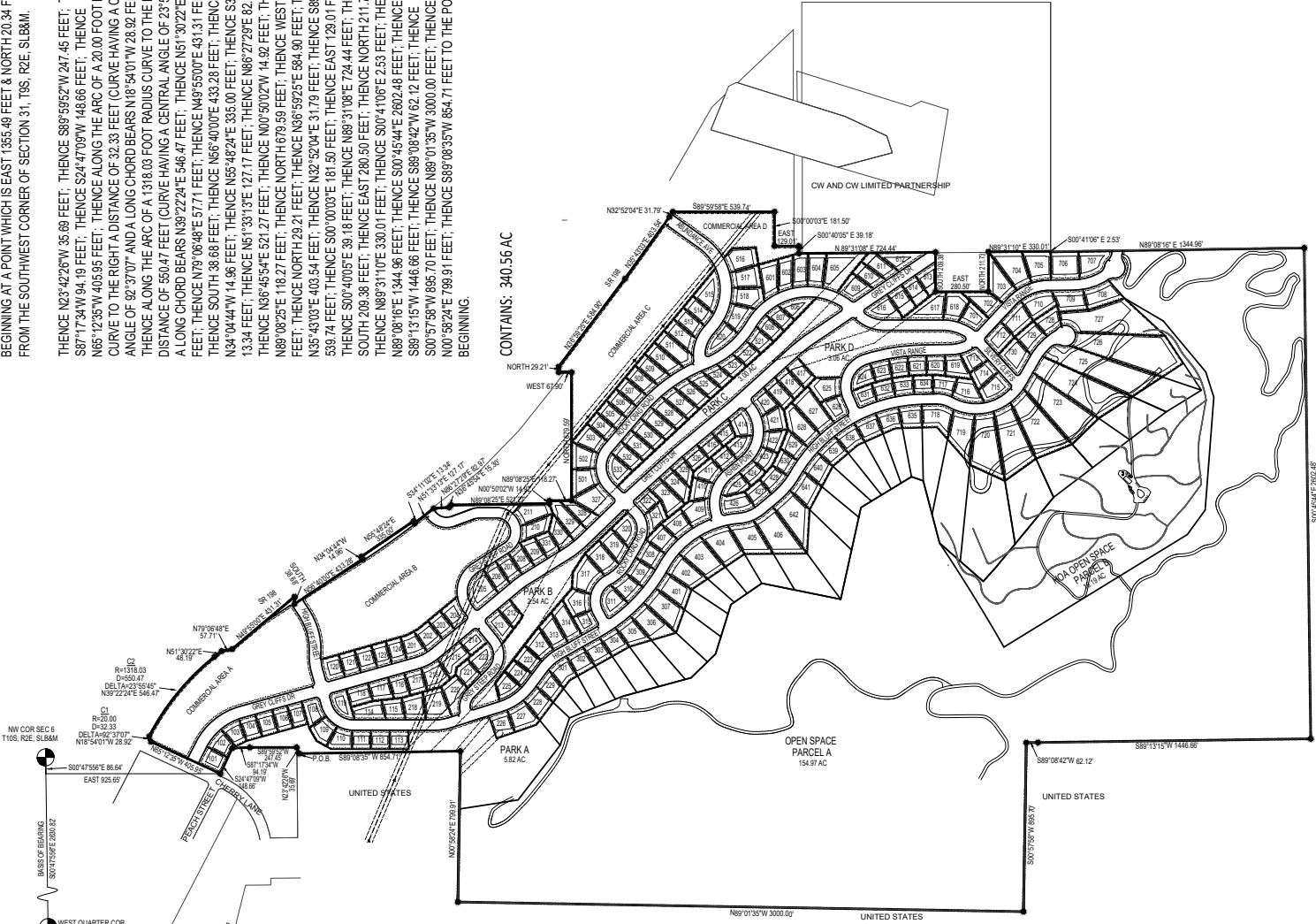
EXHIBIT A

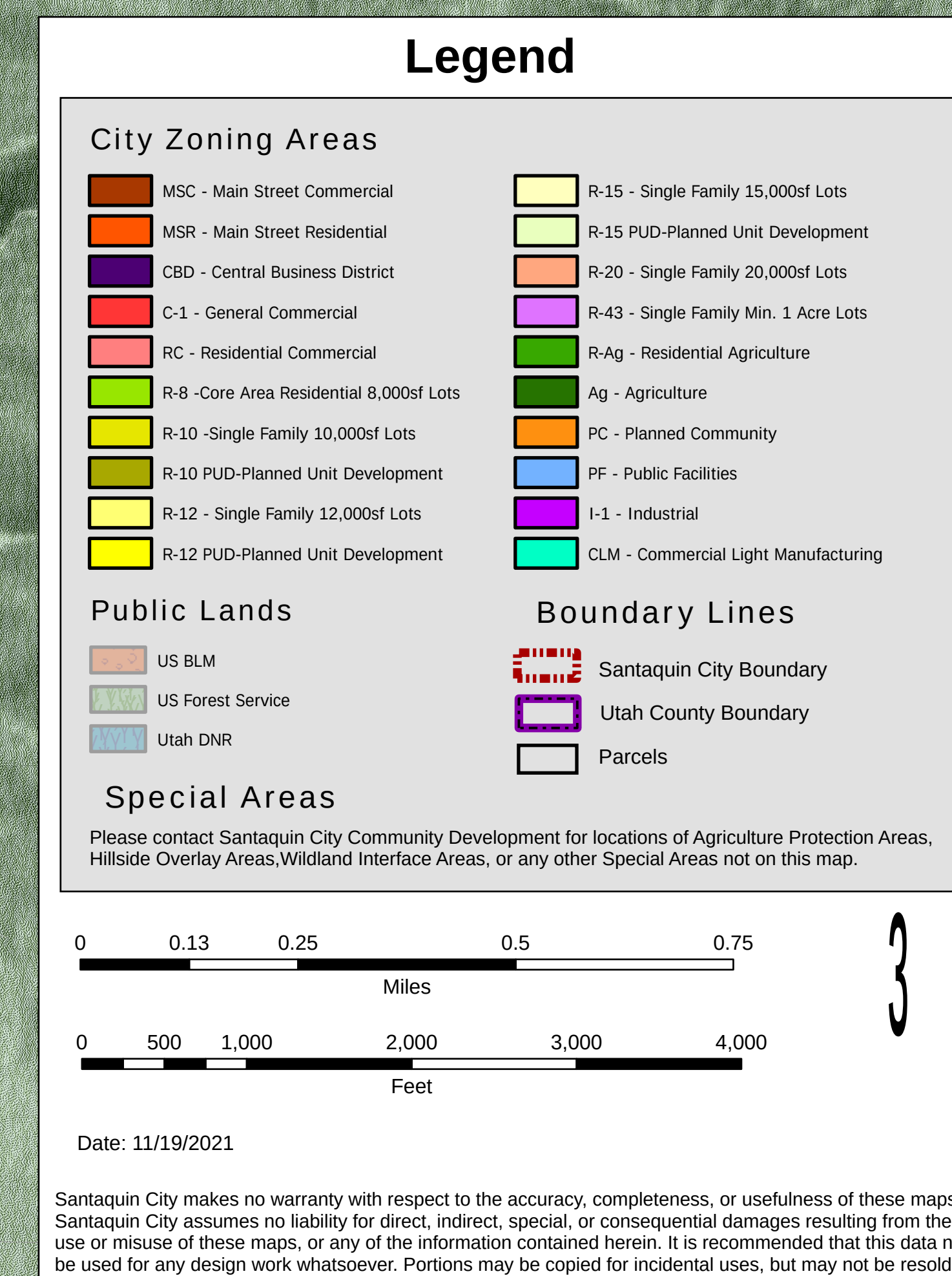
BOUNDARY DESCRIPTION

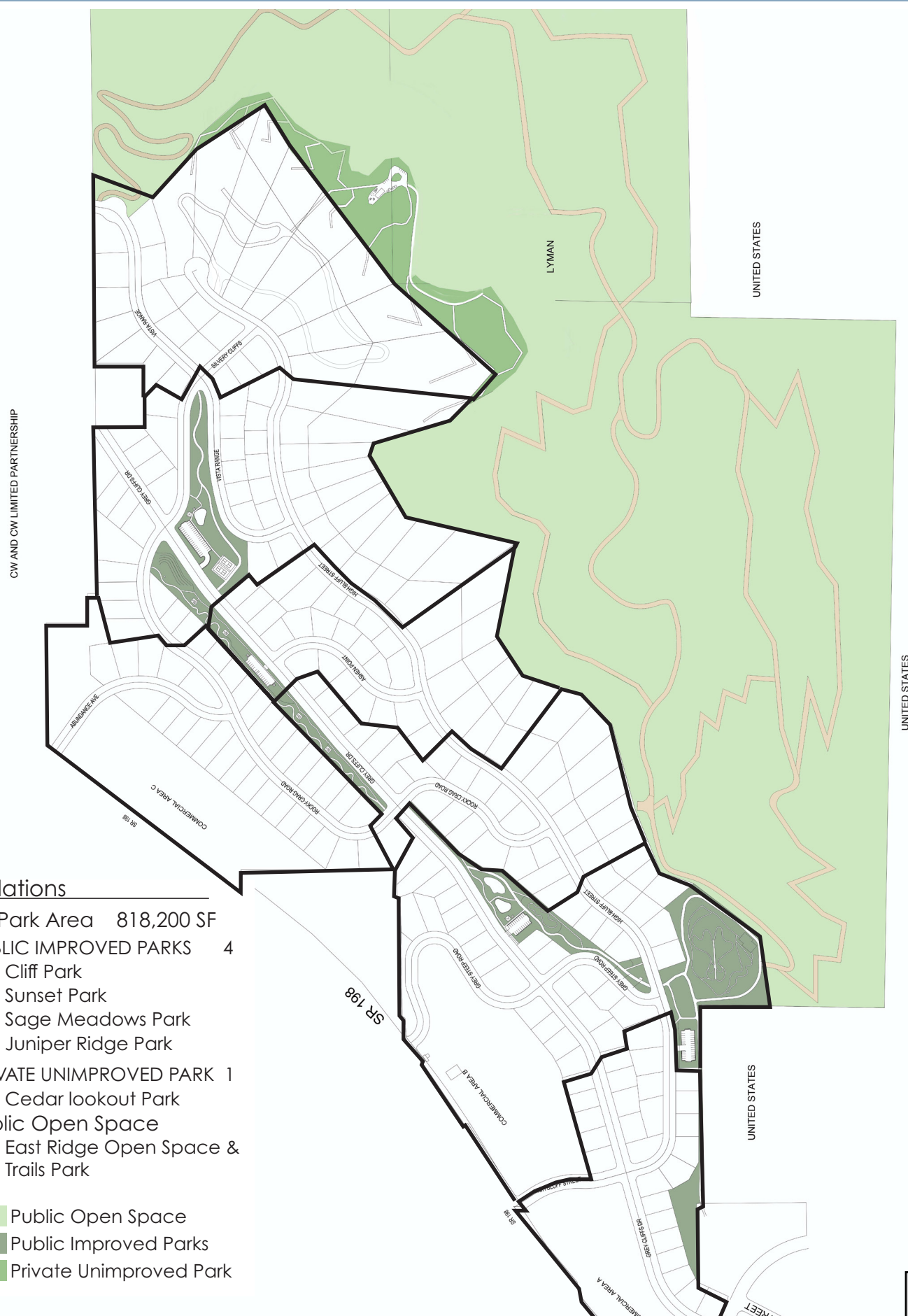
BEGINNING AT A POINT WHICH IS EAST 1355.49 FEET & NORTH 20.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T9S, R2E, SLB&M.

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 317.79 FEET; THENCE S89°59'59"E 539.74 FEET; THENCE S00°00'09"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 253.53 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°50'24"E 799.91 FEET; THENCE S89°08'35"W 654.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 340.56 AC







Tabulations

Total Park Area 818,200 SF

PUBLIC IMPROVED PARKS 4

Cliff Park

Sunset Park

Sage Meadows Park

Juniper Ridge Park

PRIVATE UNIMPROVED PARK 1

Cedar lookout Park

Public Open Space

East Ridge Open Space &

Trails Park

Public Open Space

Public Improved Parks

Private Unimproved Park



EXHIBIT "C.1.a"

Cliff Park Concept Plan Part a

Item 4.

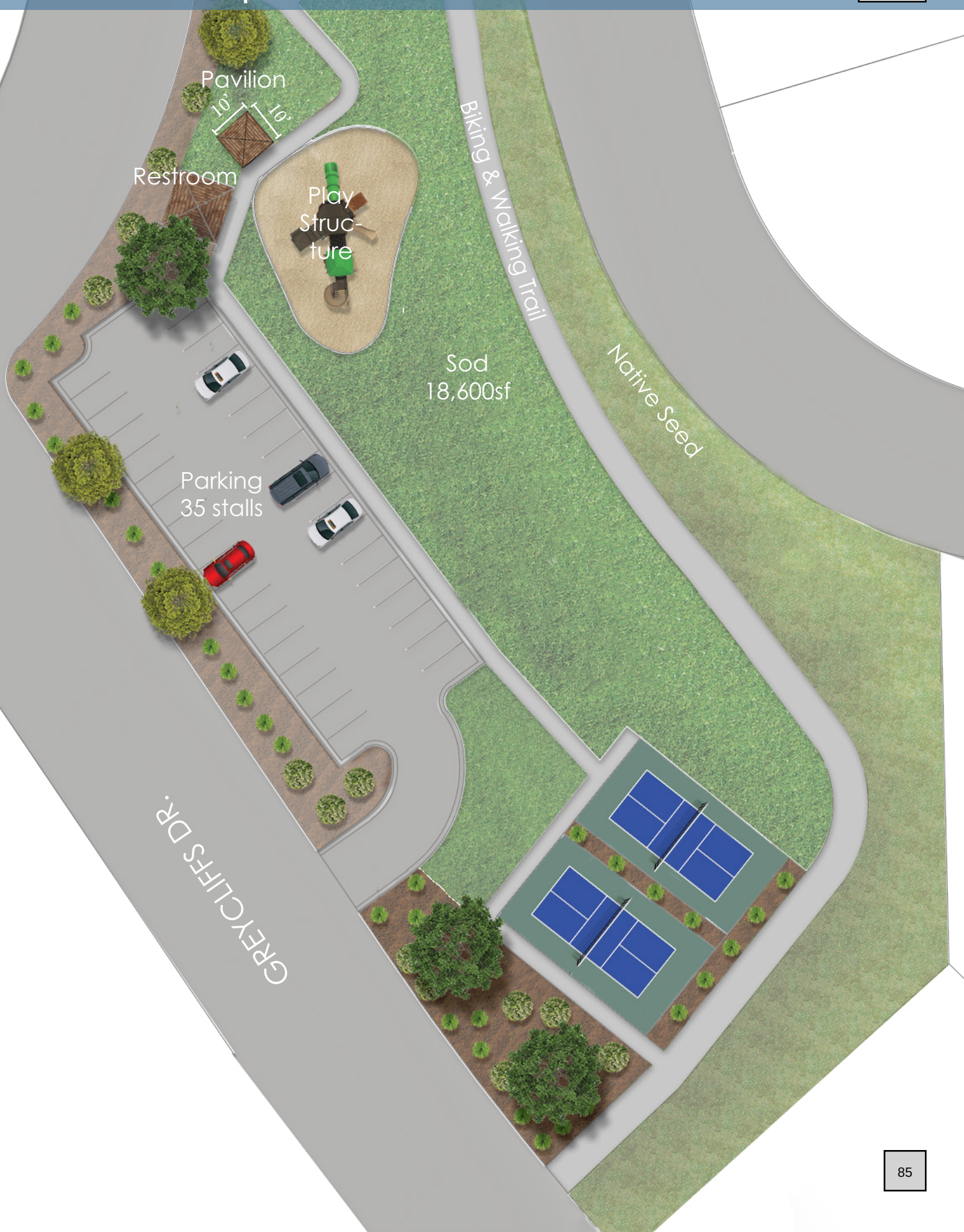


EXHIBIT "C.1.b"

Cliff Park Concept Plan Part b

Item 4.

Native Seed

Biking & Walking Trail

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

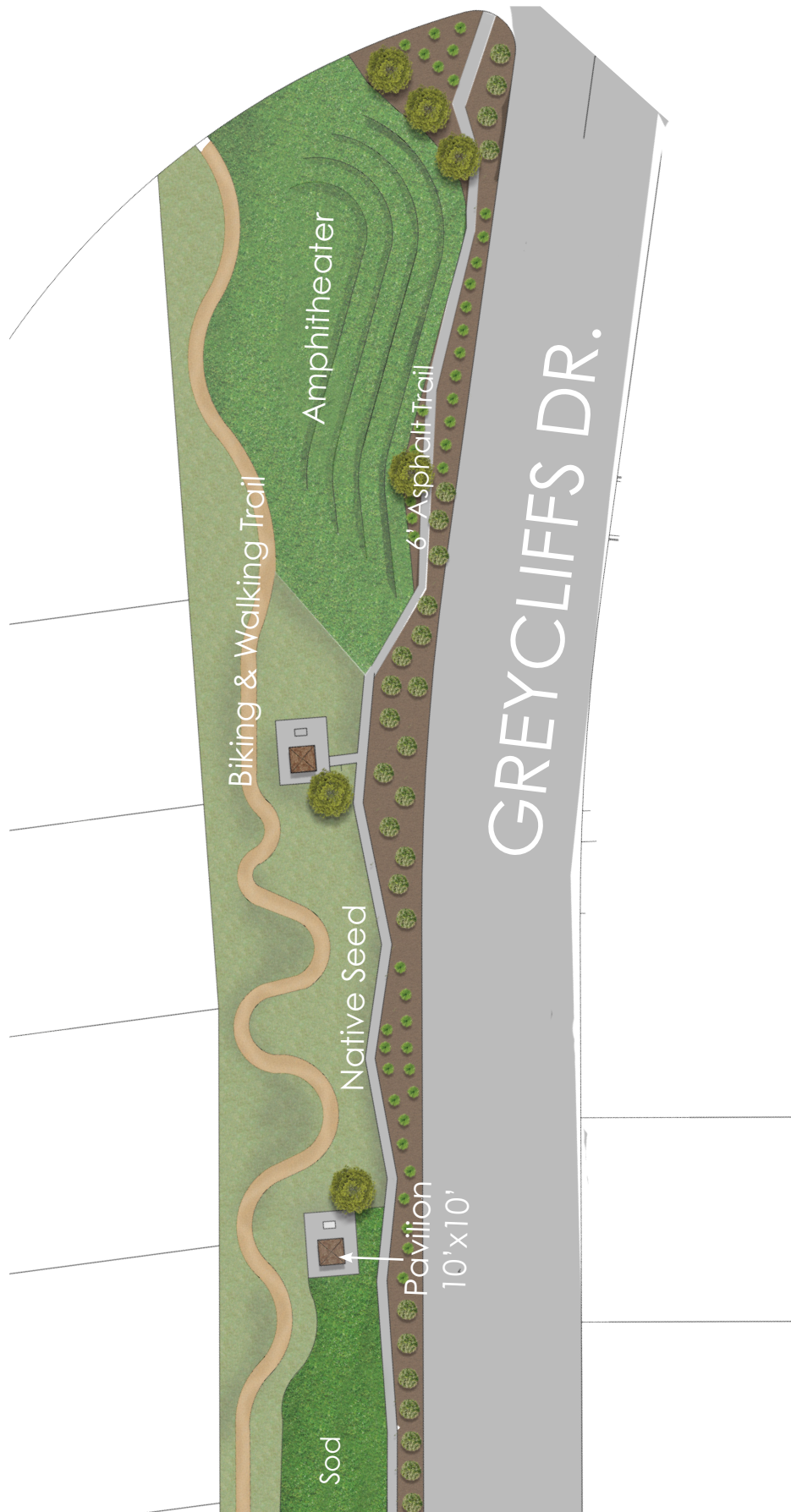
SOD	11000 SF
Asphalt Parking	15 Stalls
10'x10' Pavilion	6
Amphitheater	1
Natural Trails	.25MI
6' Asphalt Trails	.25MI
Planter Bed	17000 SF

UNIMPROVED FEATURES

Natural Landscape 86,000 SF

	Sod
	Native Seed







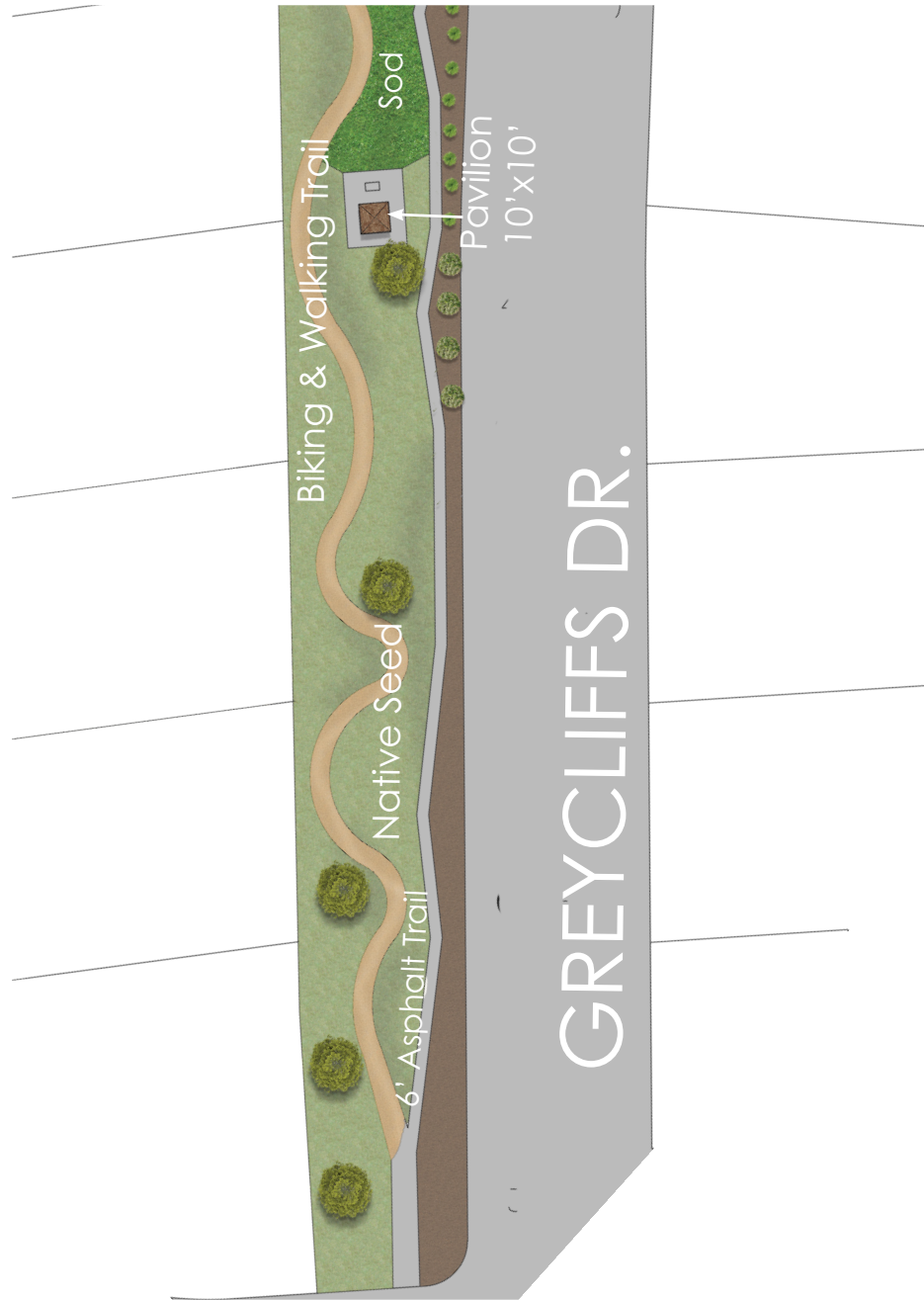




EXHIBIT "C.2.d"

Sunset Park Open Space Budget

Item 4.

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

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



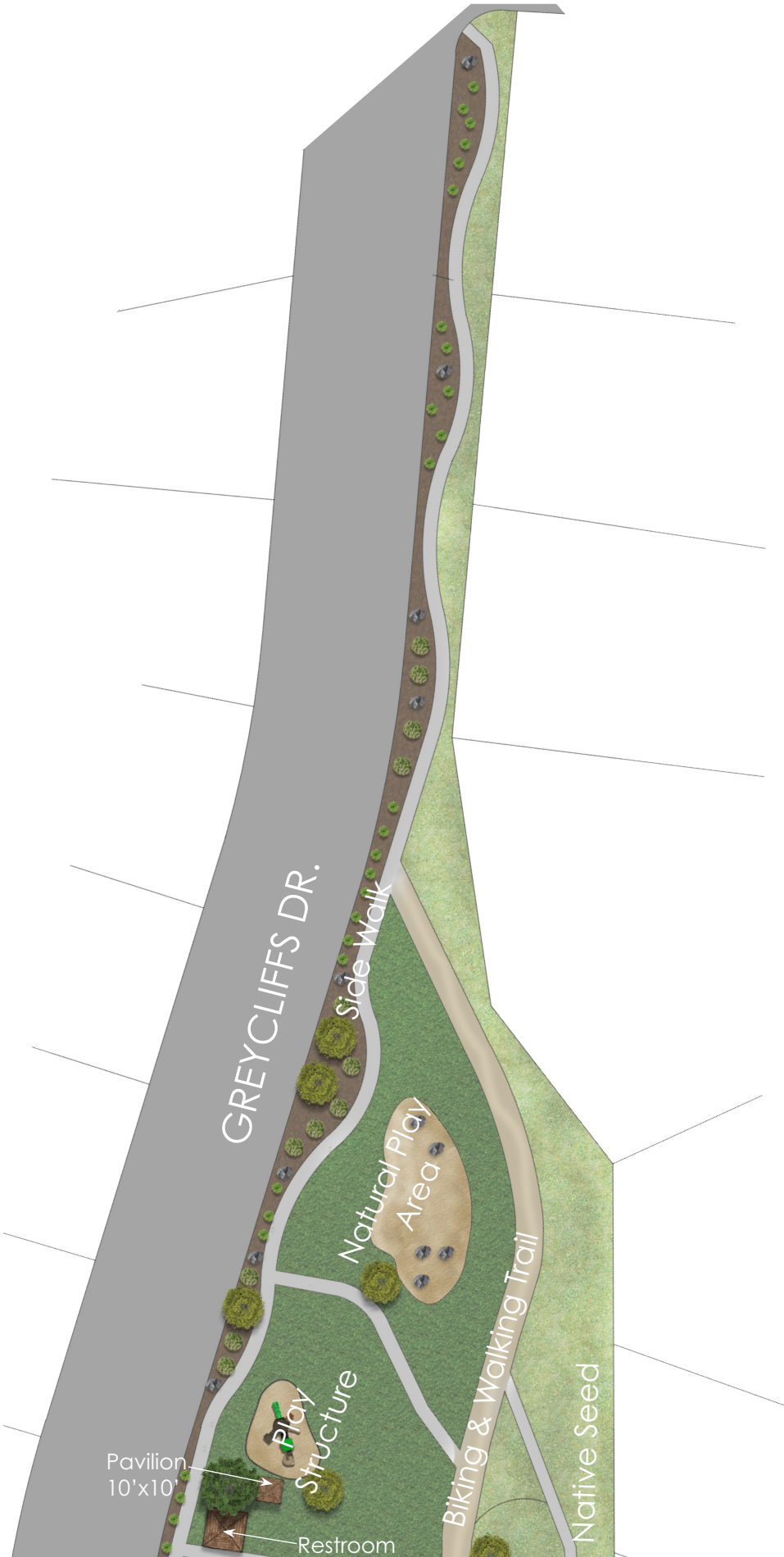


EXHIBIT "C.3.b"

Sage Meadows Park Concept Plan Part b

Item 4.





EXHIBIT "C.3.c"

Sage Meadows Park Open Space Budget

Item 4.

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



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

Item 4.

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

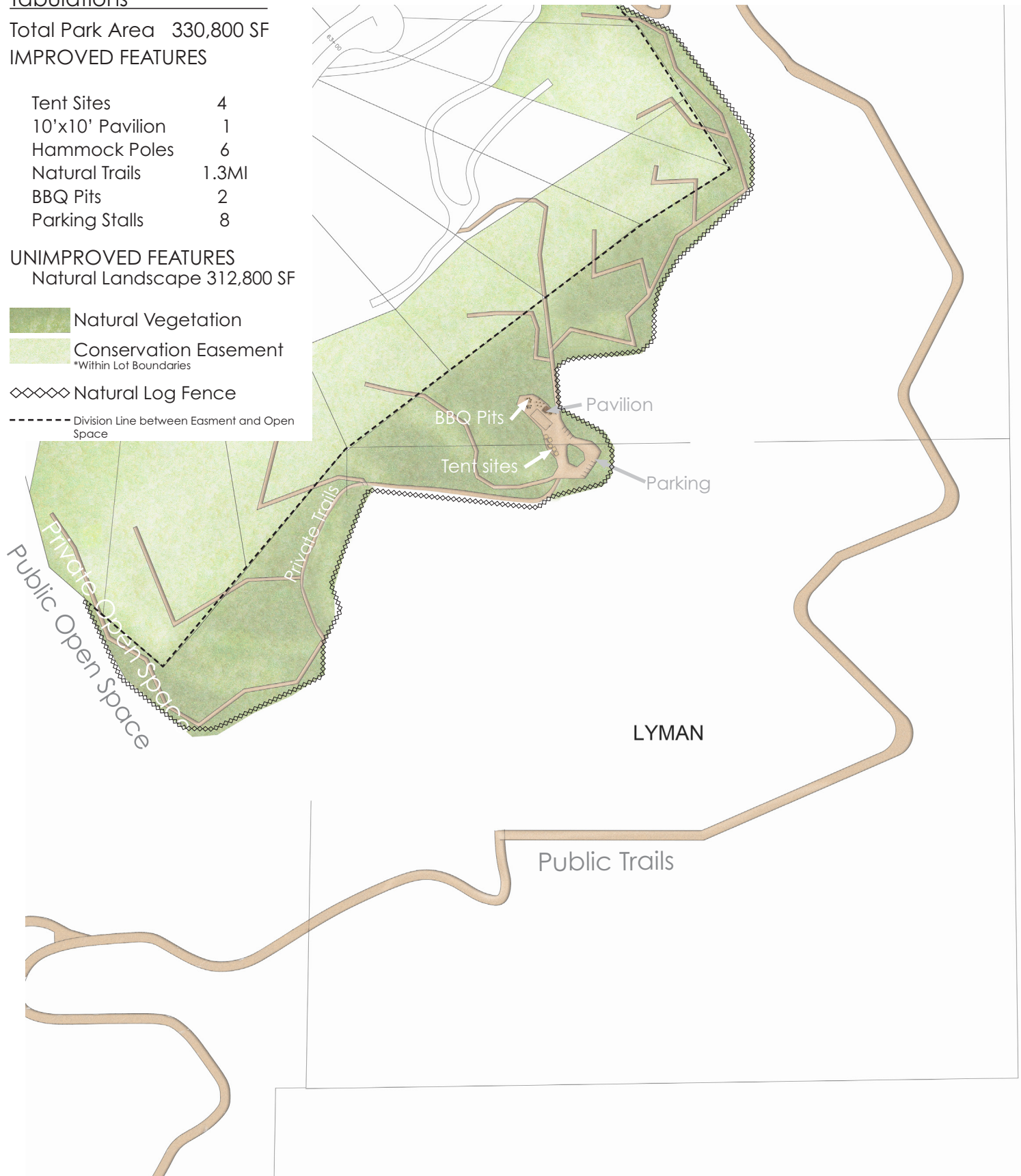


EXHIBIT "C.5.a"

Cedar Lookout HOA Park Concept Plan

Item 4.

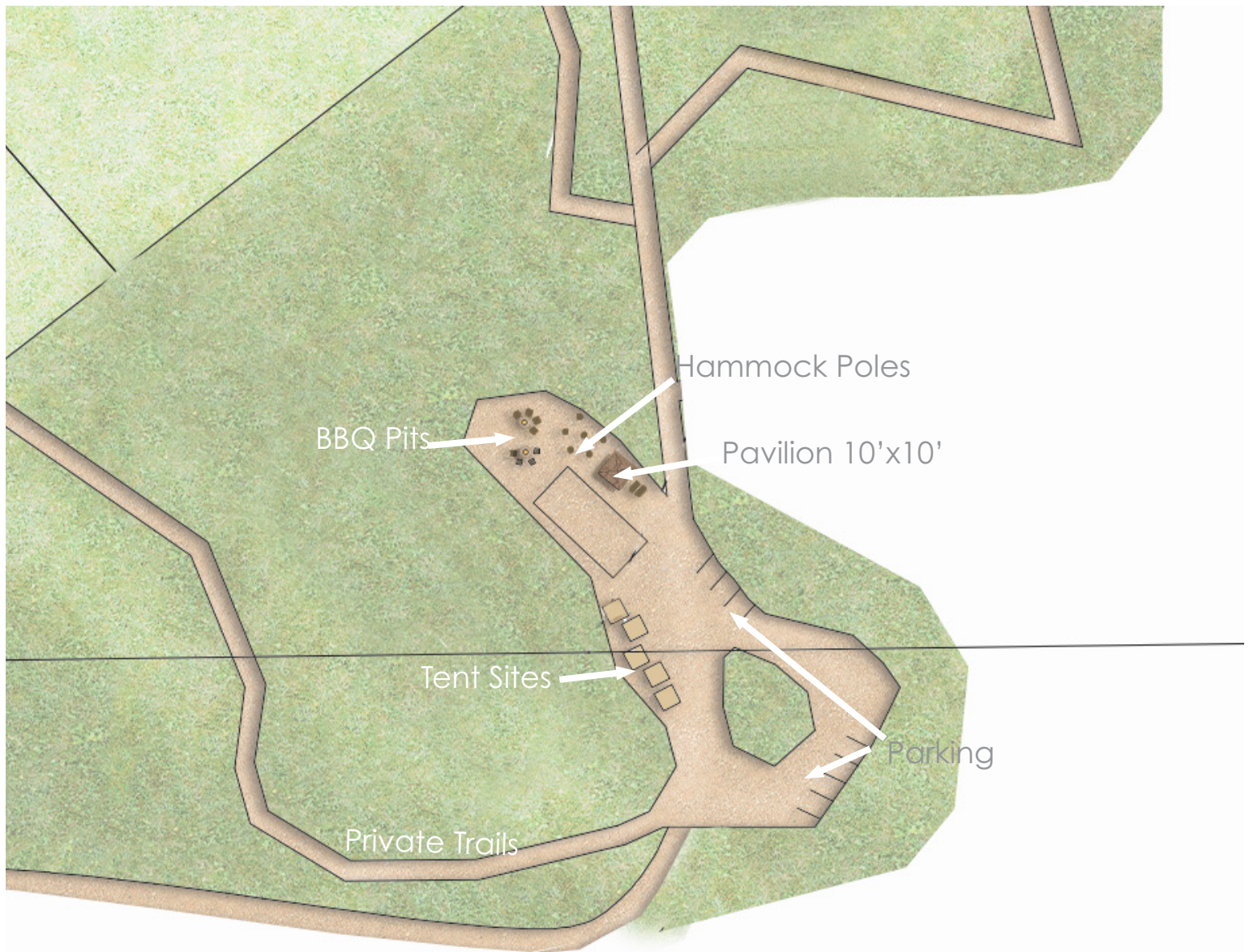




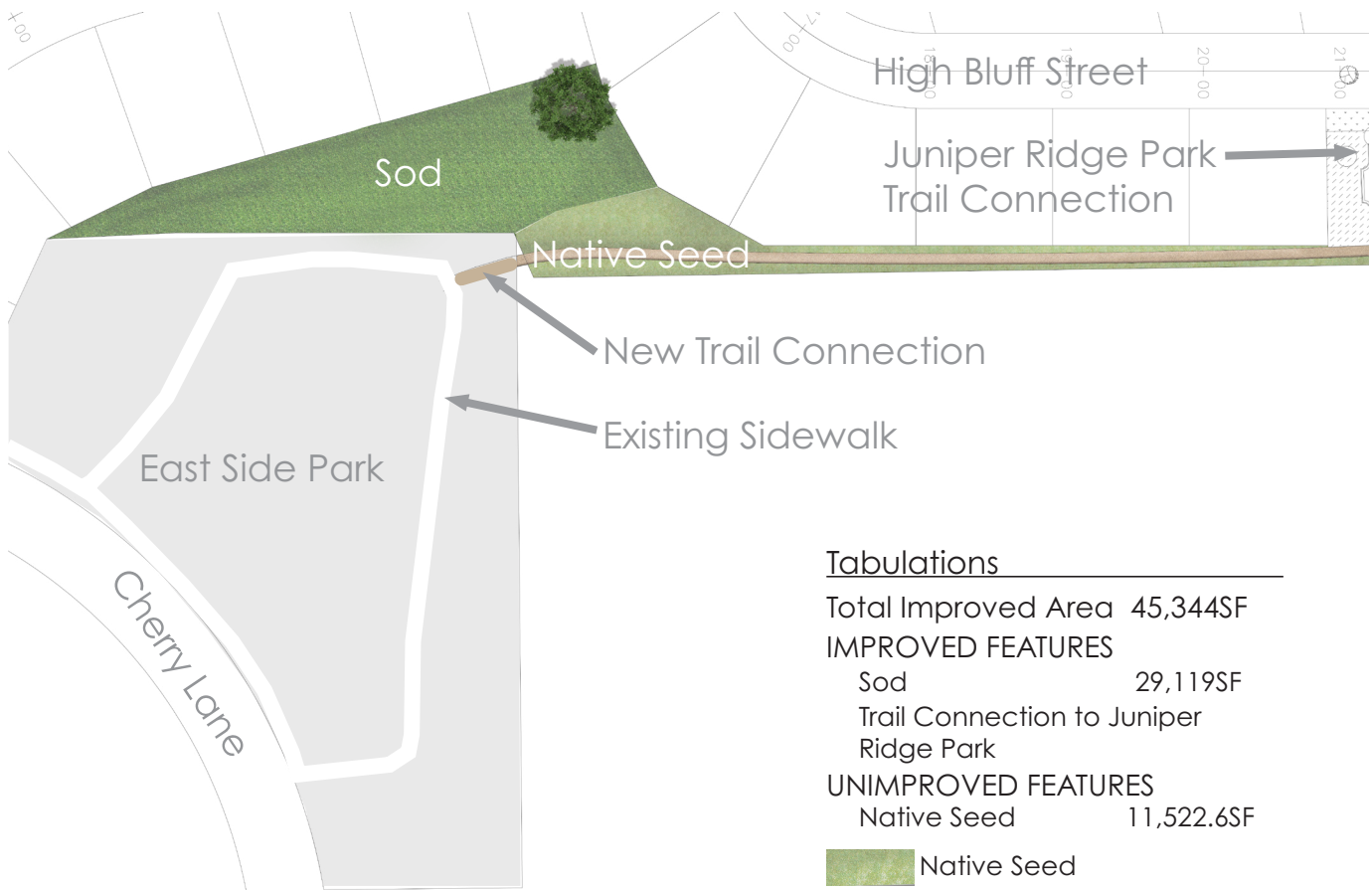
EXHIBIT "C.5.b"

Cedar Lookout HOA Park Open Space Budget

Item 4.

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**



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

Item 4.

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

Item 4.

	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



Planning Commission Meeting Minutes
Tuesday, November 9, 2021

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

Others in Attendance: Community Development Director Jason Bond, City Manager Ben Reeves, Glen Marvin, Sharee Marvin, Gina Drollinger, Patrick Drollinger, Katie Blake, Bruce Bradley, Cathy Bradley, Nate Hutchinson, Brian Blake, LeRoy Kinder, Jennifer Larsen, Michael W. Porter, Stephen Cherrington, Lynne Cherrington, Jody Reid, Val Haskell, Sharon Storrs Race Ostler, and Nate Hutchinson.

Commission Chair Wood called the meeting to order at 7:00 p.m.

INVOCATION/INSPIRATION THOUGHT- Commissioner Adcock shared an inspirational thought.

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

PUBLIC FORUM- Commission Chair Wood opened the Public Forum at 7:03 p.m.

Mr. LeRoy Kinder expressed that he feels that Commissioner Kylie Lance has a conflict of interest since she stated that she has worked with Flagship Homes in the past. He asked that she remove herself from any recommendations regarding the Pederson property. Commissioner Lance noted that as a Real Estate Broker she works with all the developers within the valley. Commission Chair Wood noted that there are rules and bylines of the Planning Commission regarding conflict of interest, and this doesn't qualify as a conflict of interest.

Commission Chair Wood closed the Public Forum at 7:05 p.m.

DISCUSSION & POSSIBLE ACTION

PUBLIC HEARING- Timber Valley Subdivision Concept Review

The Planning Commission will review a concept plan for a proposed 3-lot subdivision located at 465 N. 500 W.

Mr. Bond explained that this proposed subdivision is located within the R-10 Residential zone. The applicant is proposing 3 lots on 1.6 acres (See Attachment 'A'). He noted that as this is a concept plan no action will be taken tonight. Mr. Bond added that the curb, gutter, and sidewalk

PLANNING COMMISSION MEETING
TUESDAY November 9, 2021
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is already improved along the frontage. The utility laterals would need to be added for the new lots.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 7:07 p.m.

Ms. Sharee Marvin stated that she lives next door to this lot. She shared an email written by her and some of her neighbors, (Glenn Marvin, and Darren and Kathy Swenson) (See Attachment 'B'). They stated that they would like to formally challenge the proposal, as they feel that this subdivision does not fit in an established neighborhood. They feel that the property was purchased by a buyer with no intent to live on, but rather to subdivide and profit from.

Ms. Marvin indicated that larger lots with animal rights are needed and should be preserved.

Mr. Kent Stephens introduced himself as the property owner and applicant for the proposal. He stated that he and his family do intend to live on the property, and they would like to have family or friends living on the additional lots. He noted that the current zoning would allow for much smaller 10,000 square foot lots. Mr. Stephens indicated that they like this property because they can keep larger lots which are almost half acre each.

Ms. Katie Blake stated that she isn't excited about living near a construction zone, or the loss of such a large unique lot. She recognized that this proposal is better than even the zoning requires. Ms. Blake asked for verification that this development won't be turned into multifamily housing.

Ms. Val Haskell stated that she has lived on 500 W. for the last 30 years. She explained that she doesn't want this subdivision to happen. She expressed that this subdivision would take away the country view they have enjoyed for years. Ms. Haskell also expressed concern regarding increased traffic on the narrow road. She also stated that a stop sign is needed in the area.

Mr. Brian Blake asked that the Planning Commission learn from past mistakes and that the residents receive assurance that the R-10 zoning will remain, and multifamily housing won't be developed in this area.

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

Mr. Stephens responded to the public and stated that they won't be developing multifamily lots. He added that if he chose to develop multifamily housing on the property, he would have to submit a rezone application and public hearings would be held at that time. Mr. Stephens indicated that he and his family intend to live on the property in single family homes.

Commissioner Wood explained to the public that this is an administrative action. Meaning the City is bound to the ordinances as they are on the books today. It is the Planning Commission's job to make sure it complies with the ordinances and if so, approve it. Mr. Bond noted that sometimes property owners will operate a duplex within a zone in which they aren't allowed. If this is happening it is something that can be forwarded to code enforcement to handle. He added that accessory apartments are allowed within all zones of the city, if the home is owner occupied.

Commissioner Jorgensen asked if the animal rights would be maintained on the three lots? Mr. Bond explained that animal rights are currently figured off a point system within code. The

PLANNING COMMISSION MEETING
TUESDAY November 9, 2021
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smaller the lot the less animal rights are granted. Commissioner Jorgensen asked what type of fence would be required between this development and the agricultural use? Mr. Bond answered that code requires a 'substantial fence' this will be clarified during the preliminary review.

Commissioner Hoffman stated that this is one of the best subdivisions he's seen in a while. He applauded the property owner for not going to the maximum density possible and keeping the lots larger.

PUBLIC HEARING- Ostler Subdivision Concept Review

The Planning Commission will review a concept plan for a proposed 5-lot subdivision located at 421 S. 100 W.

Mr. Bond explained that this is a proposed 5 lot subdivision on 1.35 acres (See Attachment 'C'). The property is in the R-8 Residential zone. He added that any proposed subdivision over 3 lots requires approval from the City Council. Mr. Bond noted that for this development Staff does not recommend a deferral agreement, because the location of the improvements is known. Mr. Bond explained that there is a provision in City code regarding infill reduction within the core area of town. The applicant is requesting the infill reduction on lot two where they don't have quite enough frontage for the lot. He explained that the Planning Commission will determine whether to approve the infill reduction request at the preliminary stage.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 7:43 p.m. There were no comments, so the Public Hearing was closed at 7:43 p.m.

The applicant, Mr. Race Ostler noted that they won't be requesting a deferral agreement for this application. He also clarified that he is not requesting to change the current zoning. He stated that lots 3, 4 and 5 are almost double what the R-8 zone requires for lot size. Mr. Ostler clarified that lot 2 (which they are requesting infill reduction for); still meets the lot size requirements for the R-8 zone, they are requesting this for the frontage which is a little short of the 80-foot requirement.

Commissioner Jorgensen asked if all the lots will have single family homes on them? Mr. Ostler confirmed that they will be single family homes. Commissioner Jorgensen asked if Mr. Ostler will be building and selling the homes or just the lots. Mr. Ostler stated that he plans to sell the lots without houses built. Commissioner Lance asked if this subdivision meets all the zoning requirements? Commissioner Wood indicated that everything meets code, except for the requested infill reduction for lot 2.

PUBLIC HEARING- Pederson C-1 Zone Change

The Planning Commission will review a proposed zone change of approximately 7.58 acres from the R-10 Residential zone to Interchange Commercial (C-1) zone. The property is located at approximately Main Street and 900 E.

Mr. Bond explained that part of the proposal for this subdivision is to rezone approximately 7.58 acres to the Commercial C-1 zone (See Attachment 'D'). He clarified that this is a legislative process in which the Planning Commission will make a recommendation to the City Council

PLANNING COMMISSION MEETING
TUESDAY November 9, 2021
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who will ultimately make the decision. Mr. Bond provided his recommendation that this not be approved unless it happens concurrently with the development agreement and the subdivision preliminary plat.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 7:52 p.m.

Ms. Sharon Storrs explained that her house is adjacent to this proposed property. She asked if the subdivision has been updated to comply with the city ordinance in which smaller PUD lots must be at least 6000 square feet if they are to have separate driveways. She also asked what has been done to provide additional water supply in the area. Ms. Storrs asked for additional information regarding the proposed debris basin.

Mr. Patrick Drollinger stated that he doesn't believe that the property should be rezoned to Commercial until the developer has more information regarding what type of businesses would be located there. He specifically mentioned that he wouldn't like to see a hotel in this area blocking the view of the residents.

Commission Chair Wood closed the Public Hearing at 7:57 p.m.

Mr. Bond explained that there are still details being worked out for the subdivision. He clarified that the development agreement and updated plans still need to be worked out. Mr. Bond stated that if this PUD is approved, the land the city would acquire for the debris basin; would be combined with adjacent land the city would like to acquire to complete the debris basin. Mr. Bond explained that it is very rare that the city knows what businesses would go into a commercial zone at the time of a rezone. He noted that there are permitted, conditional and not permitted uses outlined within the Commercial Zone in city code. Commissioner Wood asked if the applicant has indicated how many commercial lots they would like to develop? Mr. Bond answered that it is currently shown as one 5-acre parcel on the plat.

Mr. Nate Hutchinson with Flagship Homes stated that he is unsure what commercial use would be located on this parcel. He added that it probably won't be decided for a few years, or until UDOT realigns the Frontage Road. He also noted that they would most likely subdivide the commercial space later. Commissioner Lance asked Mr. Hutchinson to explain the type of homes they would build in this development. Mr. Hutchinson explained that the smaller lots, would probably be around \$450,000 houses. He noted the current housing shortage and raising house cost. Commissioner Lance asked if there is a market for rear loading units? Mr. Hutchinson stated that there is a market for everything, but they don't sell as well as front loading units.

Commissioner Jorgensen stated that reading through the C-1 Commercial zone code it says, 'surrounding residential neighborhoods won't be unreasonably disrupted.' She indicated that she hopes this statement is considered when the commercial businesses are proposed.

Commissioner Wood asked if there are any specific concerns regarding having this area of property rezoned as commercial? Commissioner Lance stated that she doesn't see any concern with having commercial property fronting Main Street. She added that she thinks it makes sense that this rezone happens concurrently with the development agreement. Commissioner Wood agreed. Mr. Reeves noted that any recommendation made to the City Council would remain on hold until the time that the development agreement is ready to be reviewed.

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Motion: Commissioner Adcock motioned to forward a positive recommendation to the City Council that approximately 7.58 acres of the Pederson property be rezoned from the R-10 Residential to the Interchange Commercial C-1 zone, concurrent with the development agreement and preliminary plan being submitted. Commissioner Jorgensen seconded.

Roll Call:

Commissioner Wood	Aye
Commissioner Adcock	Aye
Commissioner Lance	Aye
Commissioner Nixon	Aye
Commissioner Jorgensen	Aye
Commissioner Hoffman	Aye

The motion passed unanimously in the affirmative, 6 votes to 0.

PUBLIC HEARING- Planned Unit Development (PUD) Open Space Code Amendment

The Planning Commission will consider modifying Santaquin City Code Title 10 Chapter 20 Section 170 to allow off-site open space improvements to be counted towards the minimum permanent improved open space percentages required for a PUD.

Mr. Bond explained that this is a broad amendment to the Planned Unit Development (PUD) code. He believes this would be a tool for the city to better plan and address open space within PUD's. Mr. Bond clarified that PUDs are approved or disapproved by discretion of the City Council. He read the proposed language (See Attachment 'E') He explained that the proposed language would allow for offsite open space to be counted towards the 15% open space requirement for a PUD.

Mr. Bond explained that there may be situations in which a PUD is proposed near a park. In this situation it would make sense to allow the open space to be located elsewhere. He clarified that the proposed language is not removing the requirement for open space within a PUD development. Rather, it is allowing for more creative options to be considered when approving open space within a PUD.

PUBLIC HEARING- Commission Chair Wood opened the Public Hearing at 8:31 p.m.

Ms. Jody Reid read city code which states 'PUDs should promote attractive architectural design, creative lot configuration, provide open spaces and ensure efficient delivery of services.' 'It is the intent to achieve an excellent balance between open space and buildings. Harmony between new development and the surrounding area.' Ms. Reid asked how this balance between open space and building can be satisfied with the absence of open space? She suggested that instead of decreasing the amount of open space required for PUD's it be increased. Ms. Reid indicated that this proposal is a step in the wrong direction. She believes that if this ordinance is passed it will allow the worst options allowable to happen while ignoring the stated intent of the laws. Ms. Reid stated that there is no way to ensure that this code change won't be abused. Her comments were signed by the following individuals: Jody, and

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David Reid, Melonie, and Stephen Smith, Pamela Colson, Jessica Mitchell, Michelle Clark, Cindy Bishop, Brian and Marsha Messick, David Felix, Lori Openshaw, Ashley Mallik, Lynn Rogers, Gina Drollinger, Chelsea Rowley, Debbie Hudson, Tom, and Nancy Olson.

Mr. Steve Cherrington asked how this project ties into Peter Rabbit Springs? He stated that he feels opening the ability to count open space for a PUD off site allows the government to benefit residents who won't be impacted by a new development. He is concerned that this amendment could be abused in the future.

Mr. LeRoy Kinder asked if this code change is being proposed to cater to Flagship Homes and this development specifically? He asked if the park could have been built at Peter Rabbit Springs with the money that was used to preserve an old building and promote a recreation center. Mr. Kinder noted that there are no parks for his kids to enjoy that are near his home. He thinks this proposed amendment would give the City Council too much power. He stated that he thinks this proposal is ridiculous. Mr. Kinder stated that he thinks trying to pass this ordinance amendment is wrong, and not taking into consideration what is best for the residents of Santaquin.

Ms. Sharron Storrs expressed concern that if the city caters to these developers, other developers will want favors as well. She asked who would be accountable for ensuring that the promised improvements would be completed? Ms. Storrs indicated that she believes the required 15% open space should come from within the development itself.

Commission Chair Wood closed the Public Hearing at 8:47 p.m.

Commissioner Jorgensen asked if there are any other cities that have similar language within their PUD code? Mr. Bond answered that there isn't any that he is aware of. Commissioner Jorgensen stated that she sees how it could be beneficial but is concerned that it could be abused if adopted. She noted that areas with without PUD's have larger back yards. Within a PUD the back yards are smaller, and she thinks it makes sense to have the open space remain within the PUD.

Mr. Bond explained that this proposed amendment could be used as a tool to help current open space projects (such as Peter Rabbit Springs) that haven't been improved come to fruition. This proposal could be used as a discretionary tool by the City Council to avoid bonding for all projects. Mr. Reeves explained that every home built within Santaquin pays a park impact fee. Sometimes that amount goes towards a park near that home, but sometimes it doesn't. Impact fees can be allocated towards certain parks or amenities as recommended by the Community Services Board and determined by the City Council. He recognized the dedicated open space within the community that hasn't been improved that the city doesn't have the funds for. To avoid raising taxes staff tries to work with the development community to provide for some of those needs.

Commissioner Nixon asked how the city would determine 15% open space monetarily? Mr. Bond answered that it would be based on the equivalent acreage offsite. This would be determined within the development agreement.

Mr. Bond stated that he loves the Community of Santaquin. He indicated that he did approach Flagship Homes regarding obtaining the land to the North for the retention basin when they

PLANNING COMMISSION MEETING
TUESDAY November 9, 2021
PAGE 7 OF 8

made their initial application. He clarified that this was done out of the best interest for residents in the area. Mr. Bond explained that the city is interested in the land for a retention basin to prevent flooding in the area. He noted past floods in the area that have taken homes off their foundations.

Commissioner Jorgensen suggested that rather than allowing offsite open space to count towards a PUD, RAP tax funds be saved and put towards the purpose of improving previously unimproved open space within the community. She indicated that she thinks this code amendment should be researched further prior to moving forward.

Commissioner Wood addressed the accusation that this amendment is being put in place specifically for Flagship Homes. He explained that this idea has been discussed informally for quite a while. It was not specifically brought forward for this development. He stated that he is open to creating a tool that would provide flexibility. Commissioner Wood indicated that if this proposal were to move forward, he would like to provide assurance that those who are impacted most by the development would benefit from the improvements. Commissioner Jorgensen explained that if this proposal were to move forward, she would like to see more specific language added and an increased requirement for open space.

Mr. Bond asked for feedback for this specific amendment. Commissioner Lance explained that she wouldn't consider this proposal unless there was a proximity requirement, and she would also like to see a percentage as well. Commissioner Adcock expressed that he thinks a proximity requirement should be seriously considered. He believes that further information and research should be done prior to a recommendation being made. Commissioner Hoffman agreed that this needs to be investigated further and suggested that this item be tabled.

Motion: Commissioner Jorgensen motioned to table the Planned Unit Development (PUD) Open Space Code Amendment. Commissioner Nixon Seconded.

Roll Call:

Commissioner Hoffman	Aye
Commissioner Jorgensen	Aye
Commissioner Nixon	Aye
Commissioner Lance	Aye
Commissioner Adcock	Aye
Commissioner Wood	Aye

The motion passed unanimously in the affirmative, 6 votes to 0.

OTHER BUSINESS

Approval of Meeting Minutes from

October 26, 2021

Commissioner Adcock pointed out a mistake on the bottom of page 3 which should read '48 linear feet' instead of square feet.

**PLANNING COMMISSION MEETING
TUESDAY November 9, 2021
PAGE 8 OF 8**

Motion: Commissioner Adcock motioned to approve the minutes with the proposed correction. Commissioner Nixon seconded. The motion passed unanimously in the affirmative.

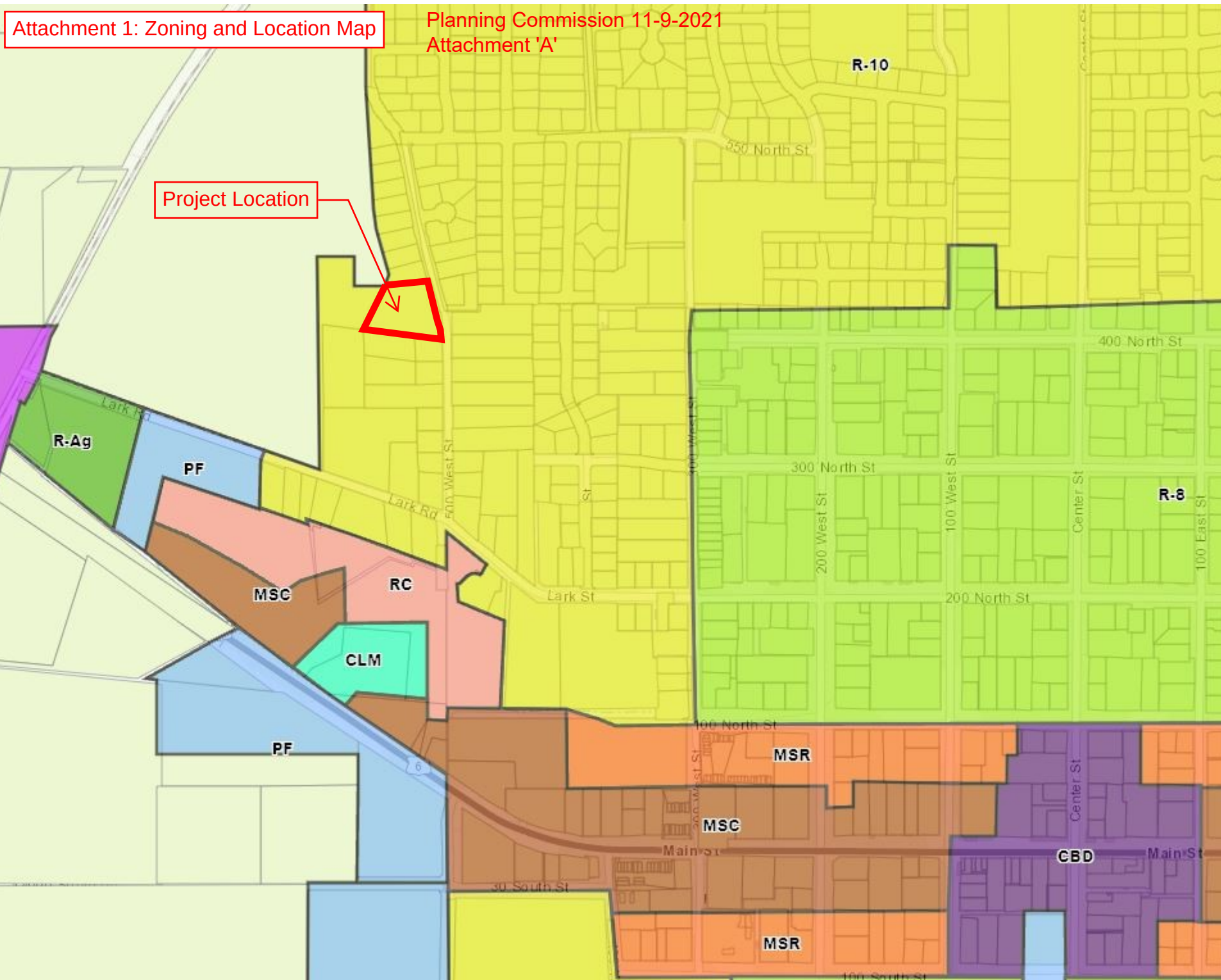
The Planning Commissioners discussed the difficulty with personal attacks and public decorum getting out of control during Public Hearings. Mr. Bond indicated to members of the public that he is happy to meet with residents to discuss their concerns as this can't be done during a Public Hearing or on Facebook.

ADJOURNMENT

Commissioner Nixon motioned to adjourn at 9:54 p.m.

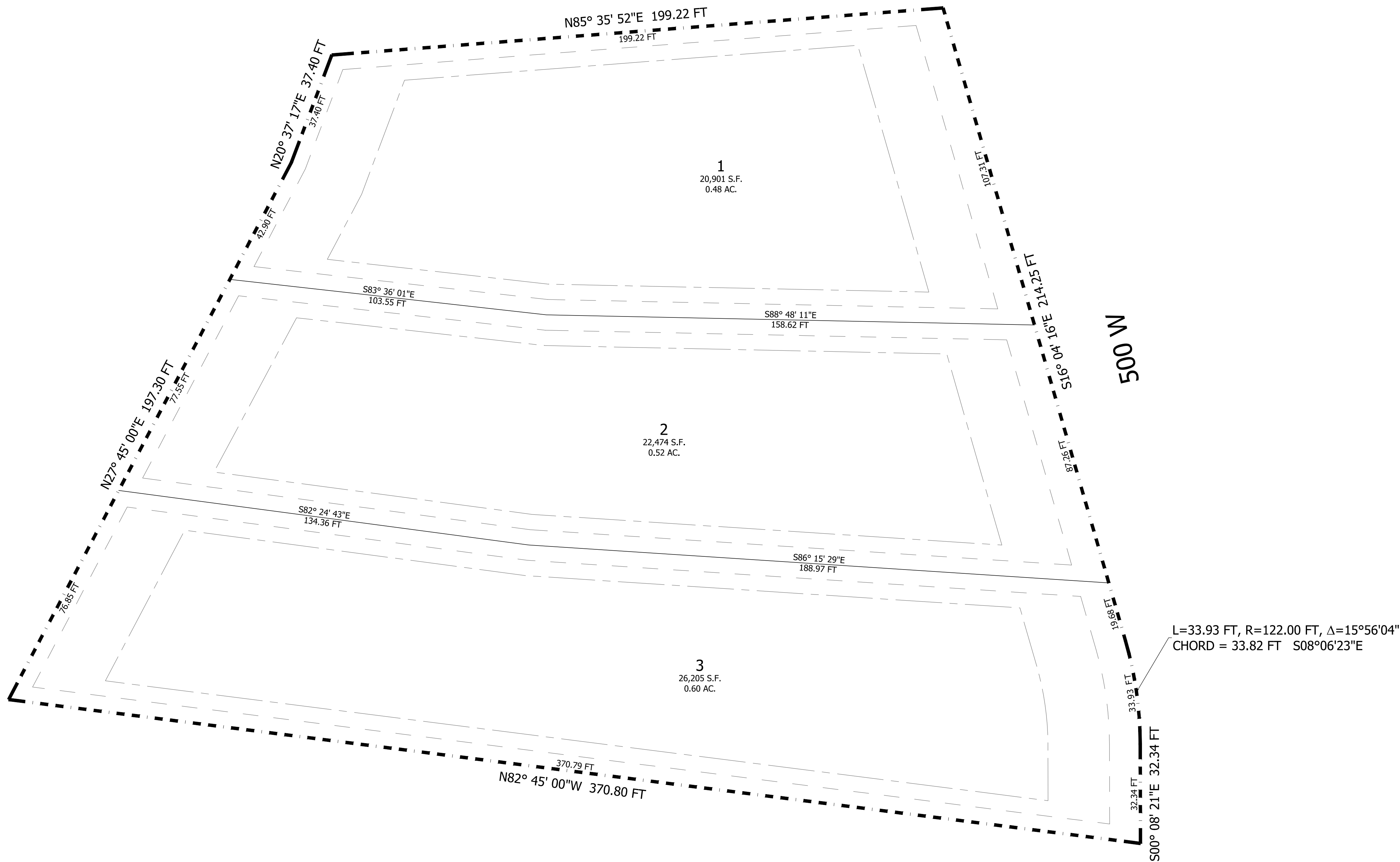
Trevor Wood, Commission Chair

Kira Petersen, Deputy Recorder



SANTAQUIN PROJECT

465 N 500 W
29:037:0041
SANTAQUIN, UTAH



CONCEPT PLAN
SCALE: 1" = 20'
0 20 40



REVISIONS	
DATE	BY



SANTAQUIN PROJECT
CONCEPT PLAN

FOR: KENT STEPHENS

DRAWING: —

LOCATION: SANTAQUIN, UT

DATE: 10-22-2021

From: DARREN KATHY SWENSON <dyswenson@msn.com>
Sent: Monday, November 8, 2021 11:56 AM
To: Public Comment <publiccomment@santaquin.org>
Subject: Public Notice regarding 3-lot Subdivision 465 N. 500 W.

Dear Members of the Planning Commission, Mayor and City Council,

We are writing in regard to the Public Notice we received for Kent Stephens proposed 3-lot subdivision located at 465 N 500 W. As residents within 500 Feet of the property, we would formally like to challenge Mr. Stephens's proposal.

This property was recently purchased by Mr. Stephens with the sole purpose to subdivide into smaller lots. This does not fit the current criteria of 500 West, which has had no other such properties subdivided into smaller lots at this time. It would appear from the time frame of when the purchase was made, to informing residents of the purposed subdivision, that Mr. Stephens wasted no time in completing the subdivision checklist. That he purchased this property with no intent to live on it, but to subdivide it to make a profit. 500 West is an old street, one of the rare places left in Santaquin that still appears rural, with large lots, bordering an orchard. Allowing for this subdivision would open a door for other developers and investment seekers to do the same, each time a lot went on the market; turning our street into an investment opportunity.

Santaquin is slowly losing sizeable residential lots. There is a shortage and a market for them, but they are disappearing to make room for more condensed housing. 465 N 500 W is a large lot, with approximately 160 points for large animal rights, (assuming it is 1.6 acres as advertised by the realtor) something that is becoming rarer to not only the city but also the county. Additionally, the lot is already laid out and set up with corrals, outbuildings, etc. for animals. Allowing the subdivision would take away one more property that someone with large animals could purchase and enjoy. In this housing market, such a property would be sought after.

As neighbors we oppose having any property this close to us subdivided into smaller lots, especially when it was only purchased to do so. It raises the question of whether or not Mr. Stephens approached the city about the subdivision before the purchase, and was encouraged to move forward. It seems like a large investment to make on a gamble.

We have heard Mr. Bond and Mr. Reeves say many times that they like to see property owners be able to do what they like with their property, oftentimes at the inconvenience and opposition of current residents. Sometimes arguing in favor of the person presenting the proposed change on the grounds that they have owned it for a substantial amount of time. However, there is no doubt in this instance, who has owned property the longest. The residents on 500 West have all lived here a number of years, whereas Mr. Stephens has only been a property owner for a couple of months, and purchased it with the main intent to subdivide and make money, not reside on the property.

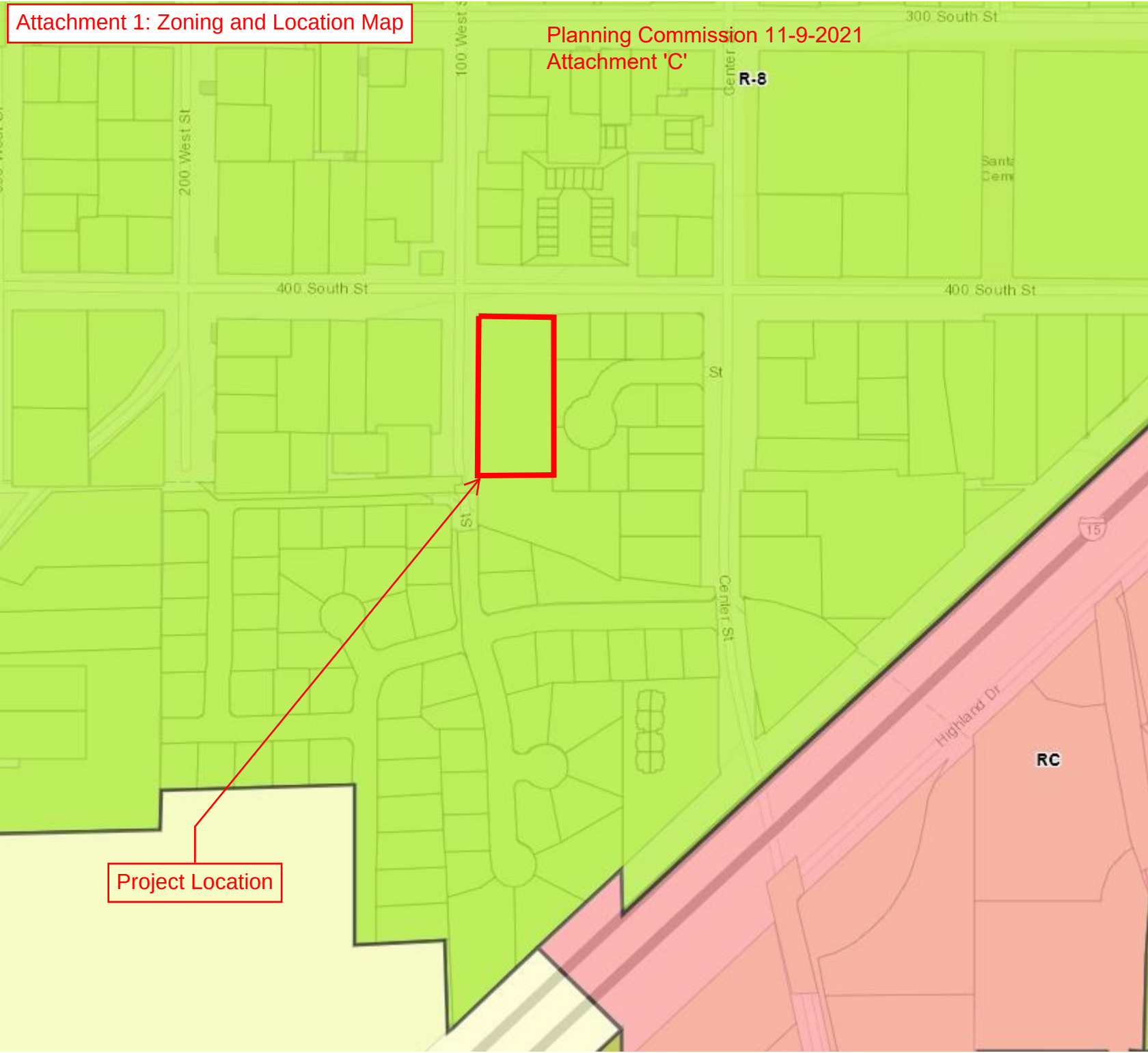
We do not wish to deal with any construction machines or noise in our area. We do not want builders working around our homes and blocking our street to negatively alter a property that is in high demand. As this would not be an improvement upon said property or 500 West. We are assuming that 'subdivision' means single-family dwellings since the notice does not specify what is to be built on the lots. In addition, we do not support any zoning changes that may be applied for in the future in

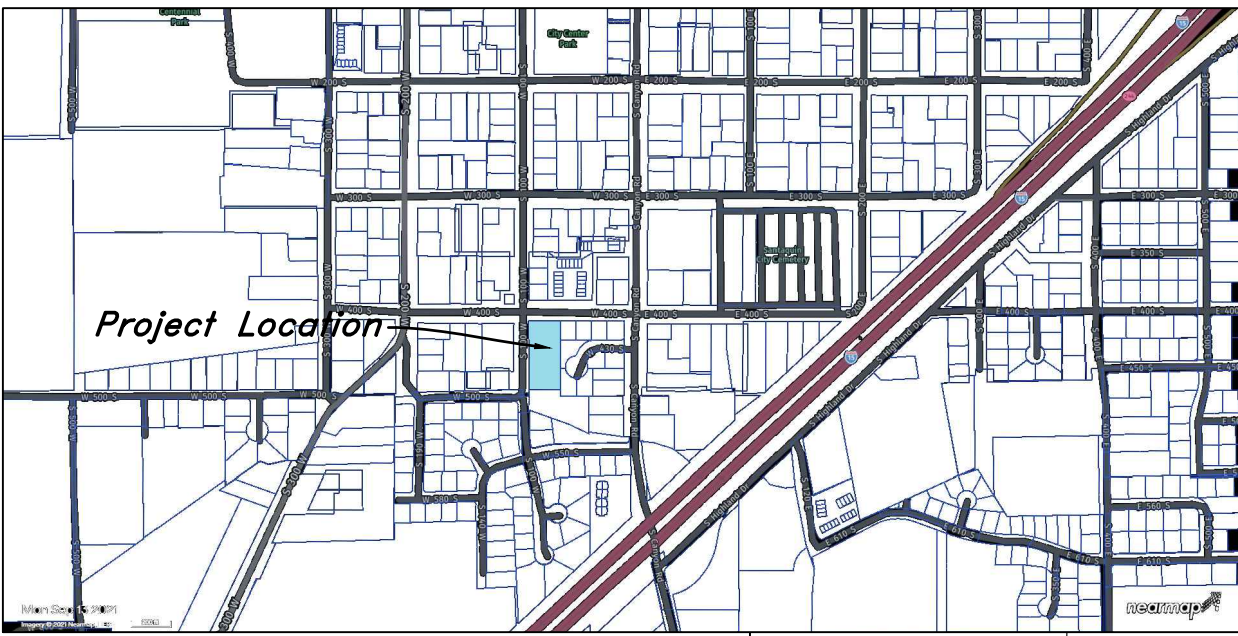
conjunction with this property; in the event that Mr. Stephens proposes to build townhomes or high-density housing on the parcel.

Thank you,

Glen and Sharee Marvin

Darren and Kathy Swenson





Ostler Subdivision

All of of Lot 4 and a part of Lot 3, Block 5 Plat "C" Santaquin
Townsite Survey of Building Lots being a part of Section 2, T10S, R1E,
SLB&M, U.S. Santaquin, Utah County, Utah
October 2021

Orchard Park
Townhomes

LENDER CONSENT
The Undersigned Beneficiary hereby consents to the recording of this plat for the herein described property and the dedications provided here in.

Dated this _____ day of _____, 2021
BSP HOLDINGS LLC
By: _____

LENDER CONSENT
The Undersigned Beneficiary hereby consents to the recording of this plat for the herein described property and the dedications provided here in.

Dated this _____ day of _____, 2021
AMAK LLC
By: _____

LENDER CONSENT
The Undersigned Beneficiary hereby consents to the recording of this plat for the herein described property and the dedications provided here in.

Dated this _____ day of _____, 2021
Elgy Enterprise LLC
By: _____
Title: _____

ACKNOWLEDGMENT
State of Utah } ss
County of Utah }
The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____ AMAK, LLC _____
Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____ Print Name

ACKNOWLEDGMENT
State of Utah } ss
County of Utah }
The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____ BSP HOLDINGS LLC _____
Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____ Print Name

ACKNOWLEDGMENT
State of Utah } ss
County of Utah }
The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____ ELGY ENTERPRISES _____
Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____ Print Name

SURVEYOR'S CERTIFICATE
I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58 Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I also do hereby certify that this plat Ostler Subdivision in Santaquin City, Utah County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Utah County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monuments have been set as depicted on this drawing.
Signed this _____ day of _____, 2021.
6242920
License No. _____
Andy Hubbard

AS-SURVEYED DESCRIPTION
A parcel of land being apart of Section 2 Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey. Said parcel of land being apart of Lot 4 and Lot 3, Block 5 Plat "C" Santaquin Survey of Building Lots;

Beginning at a point 2 Rods North of the Southwest corner of Lot 3, said point being 314.05 feet South 89°48'24" West and 33.00 feet North 0°39'55" East from the Southwest Corner of said Section 2, and running thence along the West Lot lines of said Lot 4 and Lot 3 North 0°39'55" East 364.32 feet to the North Lot line of Lot 4; thence along Said North Lot line South 89°20'05" East 164.14 feet to an extension of Crooks Acres Subdivision; thence along Crooks Acres Subdivision and its extension, and Courtney Circle Subdivision South 0°17'37" West 361.83 feet to a point 33.00 feet from the Section line; thence paralleling the Section line South 89°48'24" West 166.50 feet to the point of beginning.
Containing 1.378 Acres

SURVEYOR'S NARRATIVE
This Subdivision was requested by Race Ostler for the purpose of Subdividing the the land shown in to 5 lots as shown.
Basis of bearing for this survey is South 87°07'54" East measured between the Northwest Corner of Section 12, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey and the North Quarter Corner of said Section.
Property Corners were set as shown here on Subdivision. For more information regarding the boundary see the record of survey filed with the County.

OWNERS DEDICATION
We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat, and name said tract shall be Ostler Subdivision, and hereby dedicate, grant, and convey to Santaquin City, Utah County, Utah, all those parts or portions of said tract of land designated as P,U,E, for public utility and drainage purposes over and across said tract of land as shown hereon, the same to be used for the installation, maintenance and operation of public utility service lines and drainage, as may be authorized by Santaquin City.
Signed this _____ day of _____, 2021.

Race Ostler - Owner

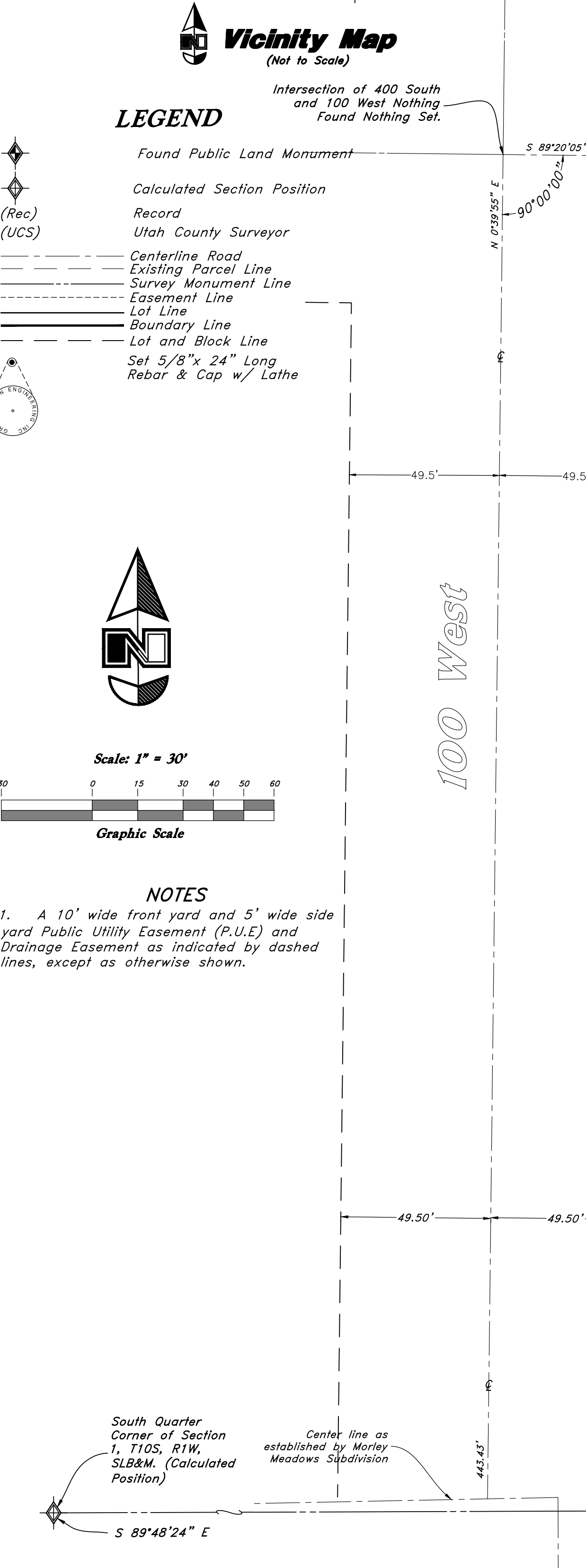
ACKNOWLEDGMENT
State of Utah } ss
County of Weber }
The foregoing instrument was acknowledged before me this _____ day of _____ 2021 by _____ Race Ostler _____
Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____ Print Name

ACCEPTANCE BY LEGISLATIVE BODY
The City Council of Santaquin city Utah County, Approves this Subdivision and hereby accepts the dedication of all easements for the perpetual use of the public this _____ Day of _____, A.D. 2021.

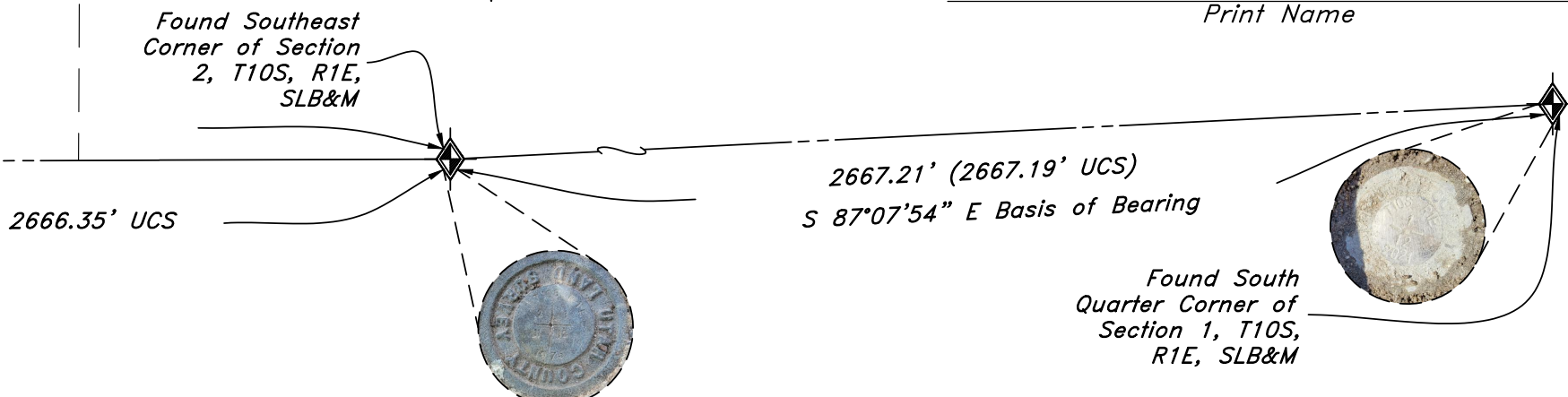
Ostler Subdivision

Santaquin, Utah County, Utah

SURVEYOR'S SEAL	CITY ENGINEER SEAL	CITY RECORDER SEAL	UTAH COUNTY RECORDER
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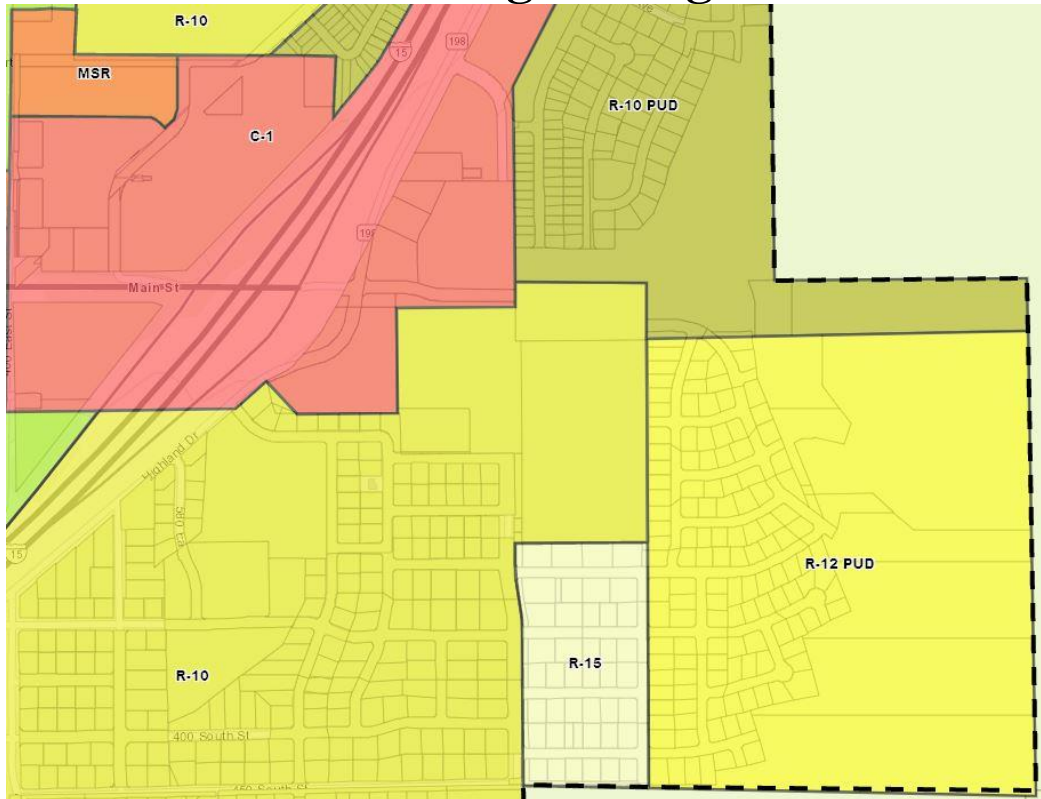


GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)921-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM 21N752

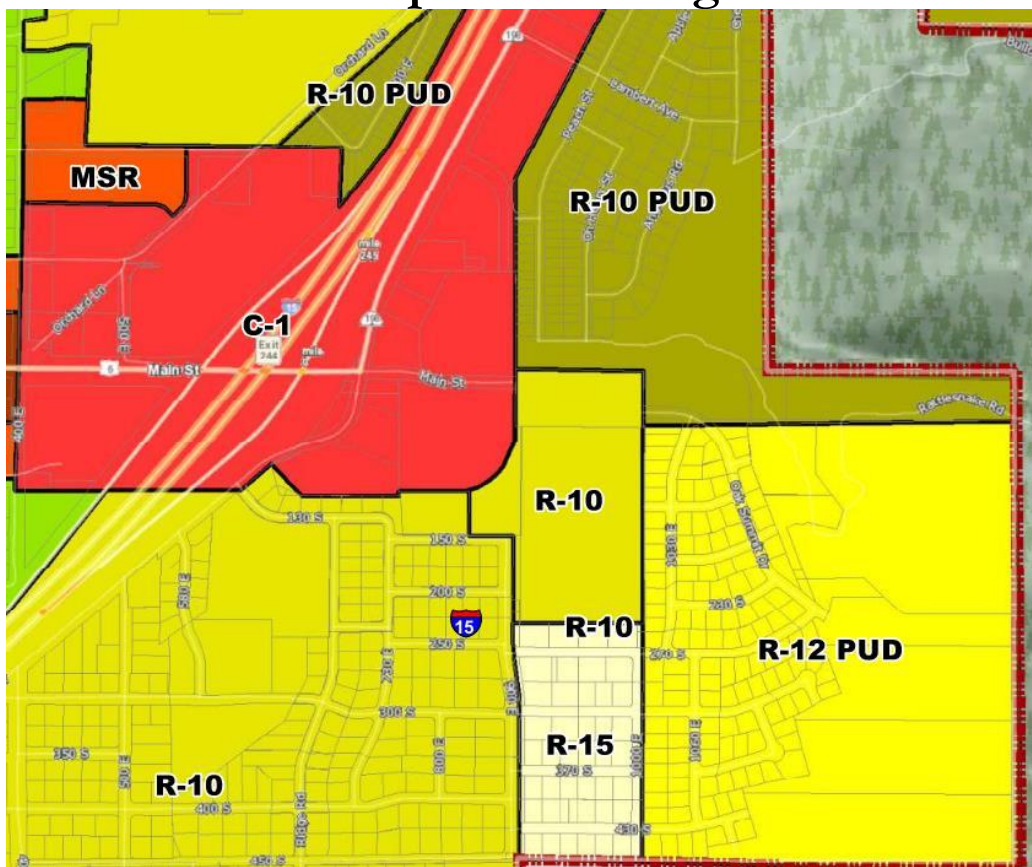


Found South Quarter Corner of Section 1, T10S, R1E, SLB&M

Existing Zoning



Proposed Zoning



ORDINANCE NO. DRAFT

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO ALLOW OFF-SITE OPEN SPACE IMPROVEMENTS TO BE COUNTED TOWARDS THE MINIMUM PERMANENT IMPROVED OPEN SPACE PERCENTAGE REQUIRED FOR A PLANNED UNIT DEVELOPMENT (PUD) , PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE

WHEREAS, the City of Santaquin is a fourth class city of the state of Utah; and

WHEREAS, the City Council has specific authority pursuant to Title 10, Chapter 9a Utah Code Ann. (1953 as amended) to adopt a zoning plan including an ordinance and map which divide the municipality into districts or zones and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures and the uses of land; and

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the city to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e. providing for the public safety, health, morals, and welfare; and

WHEREAS, the City Council desires to amend Santaquin City Code Title 10 Chapter 20 Section 170 to allow off-site open space improvements to be counted towards the minimum permanent improved open space percentage required for a Planned Unit Development (PUD); and

WHEREAS, the Santaquin City Planning Commission held a public hearing on November 9, 2021, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, as follows:

Section I. Amendments

Title 10 Chapter 20 Section 170 is amended as follows: (underlined text is added, stricken text is deleted)

D. Minimum Standards:

1. Open Spaces: Each planned unit development is required to contain at least fifteen percent (15%) of the net developable acreage of the development in permanent open space. The fifteen percent (15%) acreage must meet the following guidelines:
 - a. Such acreage must be nonencumbered except for utility easements and nonsensitive lands.

- b. The open space must be improved by the developer and contain recreation activity areas, picnic pavilions, gazebos, water features, playgrounds, or privately maintained landscape areas as stipulated in the development agreement.
- c. Where a development will be constructed in phases, the ratio of improved and dedicated open space to the total platted property must always meet or exceed the required open space amounts for the entire development.
- d. The fifteen percent (15%) open space requirement may not be used to obtain increased density bonuses under the provisions of paragraph E.
- e. A maximum of fifty percent (50%) of the open space may be utilized for storm drain detention or retention.
- f. All open space areas must be accessible by emergency vehicles and personnel.
- g. Preservation, maintenance, and/or ownership of required and amenity open spaces within a PUD development shall be accomplished by:
 - 1) Dedication of the land as a public park or parkway system if agreed to and accepted in writing by the City;
 - 2) Establish and operation of a condominium project in compliance with the provisions of the Condominium Ownership Act of 1963, Utah Code 57-8, as amended, which provides for the payment of common expenses for the upkeep of the common areas and facilities;
 - 3) Creation of a homeowners' association by which common areas shall be owned and maintained; or
 - 4) Other arrangement devised by the applicant, which is found to be acceptable and approved by the City Council prior to preliminary plat approval. (Ord. 08-01-2008, 8-6-2008, eff. 8-7-2008)
- h. [The City Council, at their discretion, may accept off-site open space improvements and credit the associated improved acreage towards the fifteen percent \(15%\) open space requirement.](#)

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be

authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, November 17th, 2021. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 16th day of November 2021.

Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted	____
Councilmember Elizabeth Montoya	Voted	____
Councilmember Lynn Meham	Voted	____
Councilmember Jennifer Bowman	Voted	____
Councilmember David Hathaway	Voted	____

ATTEST:

K. Aaron Shirley, City Recorder

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 16th day of November 2021, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO ALLOW OFF-SITE OPEN SPACE IMPROVEMENTS TO BE COUNTED TOWARDS THE MINIMUM PERMANENT IMPROVED OPEN SPACE PERCENTAGE REQUIRED FOR A PLANNED UNIT DEVELOPMENT (PUD) , PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 16th day of November, 2021.

 K. AARON SHIRLEY
 Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 16th day of November, 2021.

The three places are as follows:

1. Zions Bank
2. Post Office
3. City Office

I further certify that copies of the ordinance so posted were true and correct copies of said ordinance.

 K. AARON SHIRLEY
 Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by K. AARON SHIRLEY.

 Notary Public