



CITY COUNCIL REGULAR MEETING

Tuesday, December 02, 2025, at 7:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
 - **YouTube Live** – Some public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://www.youtube.com/@santaquincity> or by searching for Santaquin City Channel on YouTube.
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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

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 11-18-2025 City Council Work Session Meeting Minutes
- [2.](#) 11-18-2025 City Council Regular Meeting Minutes

Resolutions

- [3.](#) Resolution 12-01-2025 – Surplus Property

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

BUILDING PERMIT & BUSINESS LICENSE REPORT

RESOLUTIONS, ORDINANCES, & DISCUSSION & POSSIBLE ACTION ITEMS

Resolutions

- [4.](#) Resolution 12-02-2025 - Approve Santaquin Utah250 Community Committee

Ordinances

- [5.](#) Ordinance 12-01-2025 - General Plan Update for Water Use Element

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

6. Resolution 12-01-2025 CDA - Purchase Agreement Amendment Alika Fisher

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

CLOSED SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual, or deployment of security personnel, devices, or systems.)

CLOSED SESSION (May be called to discuss pending or reasonably imminent litigation; collective bargaining; and/or the purchase, exchange, or lease of real property, a proposed development agreement, a project proposal, or a financing proposal related to the development of land owned by the State.)

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 may be found at www.santaquin.gov, in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

BY:



Stephanie Christensen, City Recorder



CITY COUNCIL WORK SESSION MEETING
Tuesday, November 18th, 2025, at 5:30 p.m.
Council Chambers at City Hall and Online

MINUTES

Mayor Olson called the meeting to order at 5:30 p.m.

ROLL CALL

Councilors present included Art Adcock, Brian Del Rosario, Travis Keel, Lynn Mecham, and Jeff Siddoway.

Others present included City Manager Norm Beagley, Legal Counsel Brett Rich, Assistant City Manager Jason Bond, City Recorder Stephanie Christensen, Fire Chief Ryan Lind, Chris Lindquist, Alan Duke, Kaleb Washburn and Chris Bird

PLEDGE OF ALLEGIANCE

Councilor Keel led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Mecham offered an invocation.

DISCUSSION ITEMS

City Manager Beagley gave a brief overview of HB 48. There are 3 main components to this bill. First, the state, through their rule making, will set a fee that will be accessed for certain properties that are at higher risk. Second, the city will design a wildland urban interface map (WUI) for this area. Third, the city will choose a WUI code from the 3 options the state provided.

1. Discussion on HB 48 Wildland Urban Interface (WUI) Bill

Fire Chief Lind introduced the new Fire Marshal/Battalion Chief Manager, Allan Duke. Allan Duke brings many years of training and expertise. Fire Chief showed a video to the Council of a fire that destroyed a town from an out of control wildland fire. Chief Lind said the state's intent of HB 48 was to strengthen the structures to prevent them from burning. The state has identified the high-risk structures in our area that will be assessed fees based on the square footage of the structure. The fee will be collected by the county. The county will keep a portion of the fees needed to cover their implementation costs determined by an agreement, with the remainder passed on to FFSL to cover their implementation cost. The city will have to adopt a WUI Code. Currently 2006 is the one the state is thinking of adopting. Upon reviewing the options, Chief Lind prefers 2016, but in order for us to keep out of a legal situation, he feels we should adopt the 2006 code so that our city's code isn't higher than the state.

The WUI code states, "The WUI code is a construction code with building standards intended to reduce the risk of wildfire by preventing wildfire from spreading to and from structures". The city must adopt a

defined WUI boundary map. Fire Chief Lind provided a map that he drafted for Council members to review. The map encompasses areas where there are no current structures. This new law takes effect January 1, 2026.

City Manager Beagley stated that he will bring 2 action items to the Council for review at the next City Council meeting. A finalized WUI boundary map and 2006 WUI code that has been recommended by Fire Chief Lind.

2. Discussion on Property Development Proposal

City Manager Beagley introduced an upcoming property trade agreement on the east bench. The owners of the property, Kaleb Washburn and Chris Bird, were present and answered questions. It's about 21 acres east of Maverick with a large water debris basin that the city would like to acquire. Essentially, the property owners will receive 30 proposed lots of 10,000 feet or bigger. City Manager Beagley reviewed the maps and the specific areas which would be traded along with access to the trail head. The city would acquire 6 acres for the debris basin.

Kaleb Washburn and Chris Bird addressed the Council informing them there will be a shared parking lot with access to the Bonneville Shoreline Trail. Assistant City Manager Bond shared that a piece of ground being traded will allow for a commercial development area, which is across from an existing commercial area. Councilor Brian Del Rosario discussed his concerns with parking. City Manager Beagley reviewed the parking that would be available, which would be adequate for the area.

3. Upcoming Agenda Items

City Manager Beagley went over items on the upcoming regular City Council agenda. There will be a review of the minutes and city expenditures. Also, a travel request from the library director. The public forum will include the swearing in of Delayne Bing for the Historic Preservation Committee and the building permit reports. There are 3 new resolutions to review. A resolution establishing a fee schedule change for the passport office. Also, a resolution with Utah County for their recreation grant. And Shannon Hoffman, our financial director, will be at the meeting to present a financial policies update. City Manager Beagley informed the Council there will also be discussion and possible action items. We will be reviewing a professional services agreement with HAL for design of ULS for the city pressurized irrigation connection. Also, an approval of a pump order for culinary water infrastructure replacement pump and the approval of the 2026 City Council meeting schedule.

ADJOURNMENT

Councilor Art Adcock requested a motion to adjourn the City Council Work Session. Councilor Mecham made a motion to adjourn the City Council work session. Councilor Travis Keel seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

The City Council Work Session Meeting adjourned at 6:37 p.m.

ATTEST:

Daniel M. Olson, Mayor

Stephanie Christensen, City Recorder

DRAFT



REGULAR CITY COUNCIL MEETING
Tuesday, November 18th, 2025, at 7:00 p.m.
Council Chambers at City Hall and Online

MINUTES

Mayor Olson called the meeting to order at 7:00 p.m.

ROLL CALL

Councilors present included Art Adcock, Brian Del Rosario, Lynn Mecham Travis Keel, and Jeff Siddoway.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, City Recorder Stephanie Christensen, City Legal Counsel Brett Rich, Shannon Hoffman and Gwen Butters.

PLEDGE OF ALLEGIANCE

City Manager led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Adcock offered an invocation.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

No members of the City Council expressed any conflict of interest.

CONSENT AGENDA

1. 11-04-2025 City Council Regular Meeting Minutes
2. Review City Expenditures from 11-01-2025 to 11-14-2025 in the amount of \$1,009,517.69.
3. Out of State Training Request - Library

Councilor Keel made a motion to approve the Consent Agenda items 1 through 3. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Appointment

4. Delayne Bing – Historic Preservation Committee

Mayor Olson interviewed Delayne Bing for the open seat on the Historic Preservation Committee last week. Mayor Olson feels she will be an asset to the committee. On the recommendation of Mayor Olson, Councilor Mecham made a motion to appoint Delayne Bing to the Historic Preservation Committee. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant Manager Bond presented the Building Permit Report. 213 residential units have been issued building permits in the current calendar year. In comparison, 53 single and multi-family residential units have been issued building permits in the current fiscal year (July 1, 2025 – June 30, 2026). 1 new business licenses have been issued in the last month.

Mayor Olson welcomed our new Administrative Assistant Gwen Butters. Gwen Butters addressed the Council and stated she is excited for the new position.

RESOLUTIONS & DISCUSSION & POSSIBLE ACTION ITEMS

Resolution 11-02-2025 - A Resolution Establishing the Fee Schedule for Santaquin City

City Manager reported that the new passport office is open and has been very busy. Assistant City Manager Jason Bond informed the Council that the new fees are an execution fee of \$35 for each application. The passport photos for \$15, which is one of the lowest fees in the state. There is also a postage fee depending on how they elect to have their packet sent. Council Adcock ask if there are fees for passport renewals. Assistant City Manager Bond informed the group that all renewals are completed online, but we can take their photos if needed.

Councilor Mecham made a motion to approve Resolution 10-02-2025 A Resolution Establishing the Fee Schedule for Santaquin City. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

Resolution 11-03-2025 – Agreement with Utah County or Recreation Grant Funding

City Manager Beagley informed the Council Members that this was a resolution to accept the funds that Utah County has already set aside for the recreation grant funding they do annually. The total is 2 years'

worth of funding. There are 2 projects already identified for the funding, archery set up in Harvest View and ballfield improvement.

Councilor Adcock made a motion to approve Resolution 11-03-2025 Agreement with Utah County for Recreation Grant Funding. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

Resolution 11-04-2025 – Financial Policies Update

Shannon Hoffman, Financial Director, presented a proposed amendment to our financial policy. There were a couple of minor changes, but also a couple bigger changes, which came in our credit card policy. What was written was out of date. We changed it to coincide with the actual process. We also added a gift card policy that was recommended by our auditors. This is to make sure we have accountability of separation of duties.

Councilor Lynn made a motion to approve Resolution 11-04-2025 Financial Policies Update. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

Discussion & Possible Action – Professional Services Agreement with HAL for Design of ULS to City Pressurized Irrigation Connection

City Manager Beagley informed the Council Members this agreement helps in getting the design completed for the ULS connection to our pressurized irrigation system and makes a recommendation to approve the agreement.

Councilor Del Rosario made a motion to award the contract to Professional Services to Hansen Allen and Loose, Inc for and not to exceed the amount of \$34,730.70 per their attached proposal. Councilor Adcock seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes

Councilor Siddoway Yes

The motion passed.

Councilor Adcock reported on the presentation from Natural Resources Division on National Water Rights. They are sending summons out to provide proof of an active share, which is completed every 7 years. The books will be open in a couple of years for our area. Strawberry Valley project is getting ready to move from dedication to third party agreements. Their goal is to be completed by February.

Discussion & Possible Action – Approval of the Pump Order for Culinary Water Infrastructure.

City Manager Beagley informed the group that this is a replacement for the one that was just installed. We installed a new pump when it went down without losing any compacity, but we need to replace the one taken from the shelf. This is not currently covered under capital repair and replacement cost. We have the funds there, but they have not been allocated by budget. There will be a budget amendment that comes later. There are sufficient funds in the capital repair and placement to cover, and we need to get a replacement pump back on the shelf.

Councilor Mecham made a motion to approve the Pump Order for Culinary Water Infrastructure.
Councilor Keel seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

Discussion & Possible Action – Approval of the 2026 City Council Meeting Schedule

City Manager Beagley reviewed the 2026 City Council Meeting Schedule. City Manager Beagley stated essentially the meetings will be every 1st and 3rd Tuesday of the month.

Councilor Del Rosario made a motion to approve the 2026 City Council Meeting Schedule. Councilor Adcock seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON

Assistant City Manager Bond mentioned that the passport office will offer the service of taking passport photos. We will get the information out on social media and our website. Assistant City Manager Bond

stated the Development Review Committee will be reviewing the Ahlen B Bar Ranch at the base of pole canyon. There will be 3 large lots. Assistant City Manager Bond reported the Planning Commission will be reviewing a development called Sunset Ridge Subdivision. The development agreement will be reviewed by the Planning Commission because of the land use elements. It will run through the legislative process which includes a public hearing of the planning commission, and they will forward their recommendation to the City Council. Assistant City Manager stated there will also be a General Plan amendment to the water element at the City Council meeting. Assistant City Manager Bond reports that the state mandates to incorporate a water element into our General Plan. The Planning Commission has reviewed the water element, and a public meeting has previously been held.

City Manager Beagley reported on the wildland urban interface fees and water usage fees at the state level. It is still moving forward, but is not fully defined. It will apply to the water calendar year of 2026, but would not come into effect until January 2027. City Manager Beagley stated the Legislative planning committee meeting with the ULCT, they are talking about reducing or eliminating property taxes. Also, the state housing plan is out. There are 46 tactics that they can do. Most of those tactics potentially affect us. Everything from detached ADUs to byright zoning. City Manager Beagley informed the group there are a lot of bills that will be coming and it's important for Council Members to engage with their thoughts and opinions. City Manager Beagley reported an update on the main street project. They are doing some landscaping and cement work, but are getting very close. The library is getting sheetrock completed this week and are really moving along.

Councilor Keel had nothing to report. Councilor Mecham has nothing to report today. Councilor Siddoway had nothing additional to report.

Councilor Adcock wants the councilor members to think about sodding the new commentary instead of seeding. Councilor Adcock also informed the group that the north part of town has a Christmas concert this Friday that the mayor and I have been asked to be a part of and cannot make it. Councilor Adcock asked if another councilor was available that can attend and welcome the community? Councilor Del Rosario stated he would be happy to attend and welcome the community.

Councilor Brian Del Rosario reported that he has been working with John Bradley in getting a Holiday Lights Decoration Contest. It is for residents to enter into a contest. There will be a map with all the addresses of the homes participating. There will also be several different rewards. Councilor Del Rosario reminded the Council Members of the importance of the Urban Trail Network and expanding it. Councilor Del Rosario would like each member to keep it in mind during the budget meetings.

Mayor Olson expressed his thoughts on Bill Hooser remembrance. Mayor Olson spoke how he would like to celebrate the day with a "day of service". One recommendation Mayor Olson received was to ask the Hometown volunteers to help plant flowers further down main street. Cleaning up the entire main street by repainting, pulling weeds, etc. a total cleanup. Assistant City Manager Bond mentioned it is best to plant during the middle of May. Assistant City Manager Bond also reminded the council that the late Ms. Hooser proposed an idea of flags down main street. City Manager Beagley reported that on Columbus Day the city employees added bark and planted flowers at the entrance into Santaquin. Mayor Olson stated there are great things happening at the Industrial Park with new building happening. City Manager Beagley stated there are several building permits in process right now. Mayor

Olson also reported to the group that we are still working on funding for the library. He stated there is a lot of work ahead in receiving funding.

CLOSED SESSION

Councilor Keel made a motion to enter into a Closed Session to discuss pending or reasonably imminent litigation; collective bargaining, and/or the purchase, exchange, or lease of real property, a proposed development agreement, a project proposal, or a financing proposal related to the development of land owned by the State. Councilor Del Rosario seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

The closed session began at 8:00 p.m.

Present at the closed session included Mayor Dan Olson, Council Member Art Adcock, Council Member Brian Del Rosario, Council Member Travis Keel, Council Member Lynn Mecham, Council Member Jeff Siddoway, City Manager Norm Beagley, Assistant City Manager Jason Bond and Legal Counsel Brett Rich.

Councilor Siddoway made a motion to end the closed session and enter back into the Regular City Council meeting. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

The closed session ended at 8:06 p.m.

ADJOURNMENT

Councilor Keel made a motion to adjourn the meeting. Councilor Del Rosario seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed.

The meeting was adjourned at 8:06 p.m.

ATTEST:

Daniel M. Olson, Mayor

Stephanie Christensen, City Recorder

DRAFT

Santaquin City Resolution 12-01-2025

A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

WHEREAS, the City of Santaquin has an inventory of assets primarily used or purchased for use by all employees, and

WHEREAS, this property is of no use to any department of Santaquin City, and

WHEREAS, the storage of this property could become a nuisance,

NOW, THEREFORE, BE IT RESOLVED, the following items will be disposed of as deemed appropriate and in compliance with Utah State and Santaquin City's laws and Ordinances.

Approved and adopted by the Santaquin City Council this 2nd day of December, 2025.

Attest:

Daniel M. Olson, Santaquin City Mayor

Stephanie Christensen, City Recorder

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	Voted	___

Description:

2005 F150, Vin#1FTRX14W15FA02254, Mileage as of 11/18/2025-128,117



Description:

2014 Ford Explorer, Vin#1FMJU1G53EF09716, Mileage as of 11/18/2025-109259 miles



Description:

4 GE 10 HP Motors – Pallet of 4



Description:

26 Panels and 18 Gates approx. Different Sizes
Selling All Together







To: Mayor & City Council
From: John Bradley, Community Services Director
Date: November 18, 2025
RE: America 250 Resolution

America250 is the commemoration of the 250th anniversary of the United States, highlighted by celebrating July 4, 2026. The commemoration includes various programs and initiatives aimed at celebrating American history, inspiring national service, and engaging people in events like patriotic celebrations, educational initiatives, and community projects. It includes activities from 2025-26.

Santaquin has existing committees including Community Services and Historic Preservation that are looking at ways we can celebrate in Santaquin. The State of Utah has funding available for Cities that formally adopt a “Resolution” showing public support for America 250. Funding would allow us to expand our celebration options in the next year.

Staff Recommendation: Approve a “Resolution” showing support for America250 initiatives.

Resolution 12-02-2025

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO RECOGNIZE AND SUPPORT THE SANTAQUIN UTAH250 COMMUNITY COMMITTEE

WHEREAS, Santaquin City (“City”) is a political subdivision of the State of Utah and has responsibility to provide for the health, safety, and welfare of the City and its residents; and

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

WHEREAS, the mission of America250 Utah is to commemorate, celebrate, and reflect on our nations’ past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to the state; and

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called the Santaquin Utah250 Community Committee; and

WHEREAS, the Santaquin Utah250 Community Committee will focus on important events, people, and places within the City and Utah County to commemorate and celebrate Santaquin’s and Utah County’s role in America’s 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities;

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

Section 1. The Santaquin Utah250 Community Committee is hereby recognized and approved as an official committee of Santaquin City.

Section 2. Santaquin City will partner with America250 Utah.

Section 3. Santaquin City will support appropriate signature programs of the America250 Utah Commission.

Section 4. Santaquin City will support the Santaquin Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in Utah County.

This Resolution shall take effect on the date adopted by the Santaquin City Council.

Approved and adopted this 2nd day of December, 2025.

Daniel M. Olson, Santaquin City Mayor

Attest:

Stephanie Christensen, City Recorder

Councilmember Art Adcock	Voted	_____
Councilmember Brian Del Rosario	Voted	_____
Councilmember Travis Keel	Voted	_____
Councilmember Lynn Mecham	Voted	_____
Councilmember Jeff Siddoway	Voted	_____



MEMORANDUM

November 21, 2025

To: Mayor and Council
From: Jon Lundell, P.E., City Engineer
RE: Santaquin General Plan Water Use update

During the 2022 Utah legislative session, the Municipal Land Use, Development, and Management Act was amended by Senate Bill 110 requiring that most Utah cities incorporate a Water Use and Conservation Element into their General Plans by December 31, 2025. Over the past several months city staff has been coordinating with Hansen, Allen, and Luce to generate a draft Water Use element and conservation element to remain compliant with SB 110.

The draft water use element discusses the following items:

1. Historical water usage: Description of historical water usage reported to the Division of Water Rights Water Use section for both culinary water (CW) and pressurized irrigation (PI).
2. Comparison to the current state conservation goals for the Provo River Region. This region includes Utah, Wasatch, and Juab counties.
3. Discussion of existing and future water demands.
4. Four potential methods to reduce water demand and per capita usage for existing and future water demands.
5. Propose modifications to city operations to reduce and eliminate wasteful practices.
6. Proposed recommendations on water conservation policy

The Planning commission reviewed and provided a positive recommendation to the city council for the Water Use Element on during the September 9th planning commission meeting.

Additionally, Utah Division of Water Resources has also reviewed the draft Water Use Element and all of their comments have been addressed.

Please feel free to contact me with any comments or questions.

Recommended Motion:

Approve Ordinance 12-01-2025 adopting the Water Use Element of the General Plan of Santaquin City.

ORDINANCE NO. 12-01-2025

AN ORDINANCE ADOPTING THE WATER USE AND PRESREVATION ELEMENT OF THE GENERAL PLAN OF SANTAQUIN CITY, 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 state legislature requires that a municipality shall prepare and adopt a comprehensive, long-range general plan for the present and future needs of the municipality and the growth and development of all or any part of the land within the municipality; and

WHEREAS, the state legislature in the 2022 legislative session amended the Municipal Land Use, Development, and Management Act through Senate Bill 110 to require certain cities incorporate a Water Use and Preservation Element into the General Plan by December 31, 2025; and

WHEREAS, Santaquin City contracted with a consultant, Hansen, Allen, and Luce, to create a Water Use and Preservation Element to be compliant with Senate Bill 110; and

WHEREAS, the Water Use and Preservation Element includes information related to historical water usage, water conservation goals, existing and future water demands, methods for water conservation, modifications to city operations to eliminate wasteful practices, and recommendations on water conservation policy; and

WHEREAS, the Utah Division of Water Resources has reviewed the Water Use and Preservation Element and Santaquin City has addressed comments; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on September 9, 2025, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-20-204 of the Utah State Code; 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. Amendment of General Plan

The Water Use and Preservation Element of the General Plan is hereby adopted and included in the General Plan as attached.

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. 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 IV. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, December 3, 2025. 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 2nd day of December 2025.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	Voted	___

ATTEST:

Stephanie Christensen, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, 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 2nd day of December 2025, entitled

“AN ORDINANCE ADOPTING THE WATER USE AND PRESREvation ELEMENT OF THE GENERAL PLAN OF SANTAQUIN CITY, 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 2nd day of December 2025.

Stephanie Christensen
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.org, at the City Hall Building at 110 S. Center Street and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

STEPHANIE CHRISTENSEN
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2025, by
STEPHANIE CHRISTENSEN.
My Commission Expires:

Notary Public

Santaquin Water Use and Preservation Element

DRAFT

Introduction

In 2022, the Utah Legislature passed Senate Bill 110 (SB 110), a law requiring most cities in the state to incorporate water use and conservation planning directly into their overall land use planning efforts. In 2023, the Utah Legislature added additional requirements in Senate Bill 76 (SB 76). This requirement applies to cities with a population of 10,000 people or more that are experiencing growth and development.

This report outlines the key information and analysis needed to meet these requirements and to support the Water Element of Santaquin's General Plan. This element connects how land is used in the city with how water is used, preserved, and planned for in the future.

Historical Water Use Trends

To better understand how Santaquin uses water today—and how that might change in the future—we looked at how water use has changed over time. This includes how much water is used per person daily (gallons per capita per day, or gpcd) and how that use is split among different types of land (such as residential, commercial, and agricultural areas).

Understanding usage trends is especially important as land use can change over time—for example, when vacant or agricultural land is converted for residential or commercial development. The historical data used for this analysis comes from the Utah Division of Water Rights and focuses on two systems in the city: the drinking water system and the pressurized irrigation (PI) system.

Santaquin City does not oversee any private unpressurized irrigation service in the City, although some is provided through the different canal companies (see later sections). Santaquin understands the importance of understanding water usage throughout Santaquin City and has worked to develop relationships with irrigation providers to ensure there is adequate water supply.

Trends in per capita water usage are shown in Figure 1.

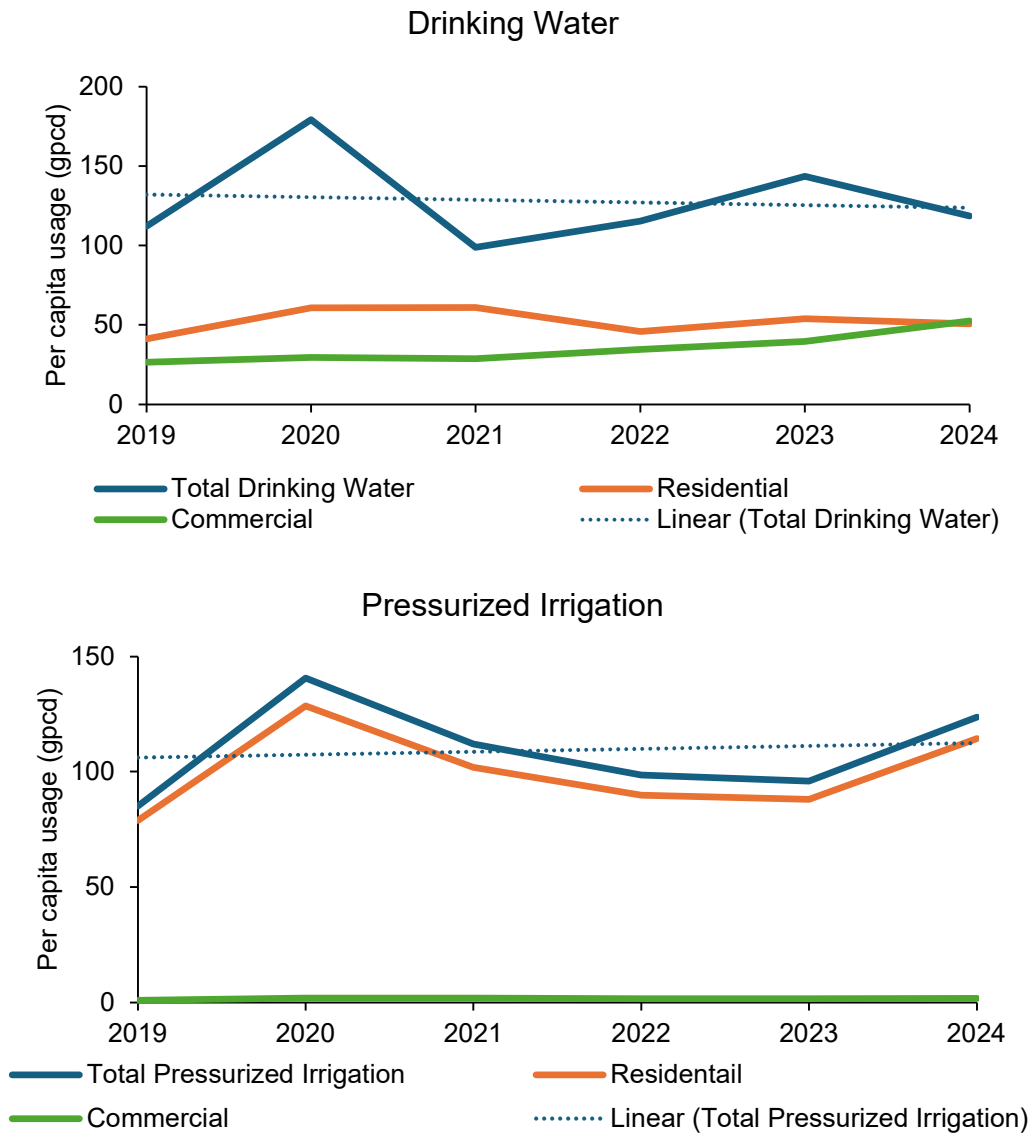


Figure 1. Per capita water usage

Figures 2 and 3 illustrate the number of connections and total water usage by type.

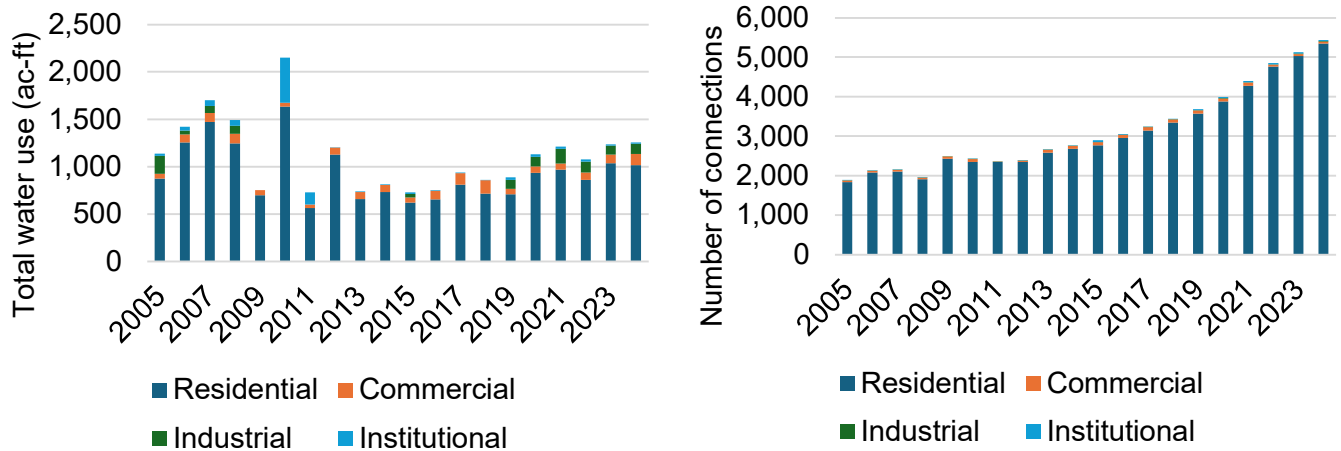


Figure 2. Drinking water connections and water usage by type

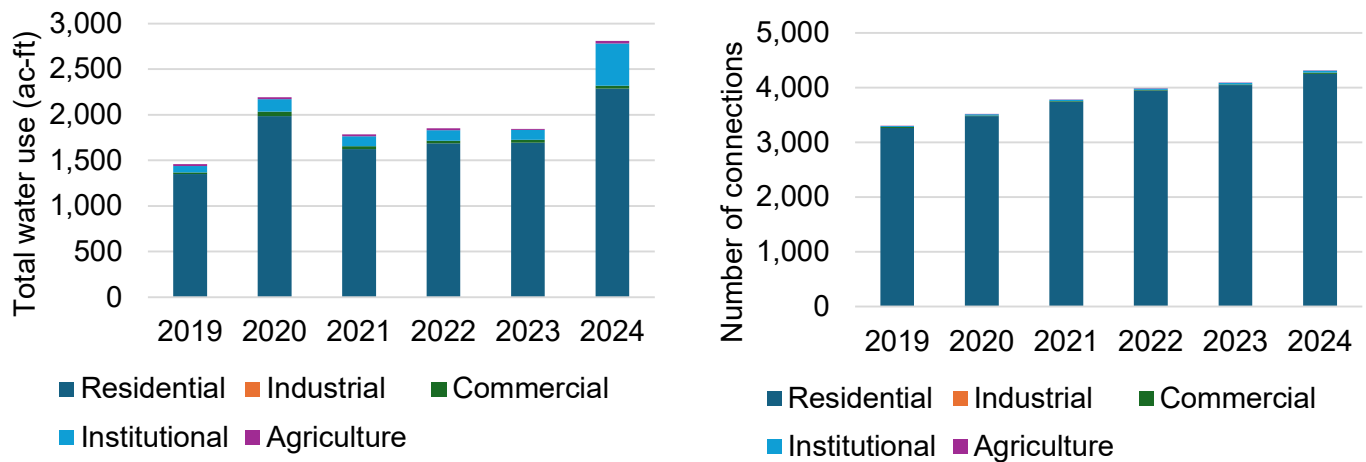


Figure 3. Pressurized irrigation connections and water usage by type

Comments on Figures 2 and 3 are as follows:

- Residential water usage is the predominant water usage in Santaquin City
- In the drinking water system, nonresidential water usage has remained fairly constant.
- In the pressurized irrigation system, nonresidential water usage has remained fairly constant, with an increase in institutional usage in 2024.
- In the future it can be assumed that residential water usage will remain as the primary water usage and nonresidential water usage is likely to remain constant over time.

Figures 4 and 5 show the trends in residential and commercial usage per connection from Santaquin's drinking water and pressurized irrigation systems.

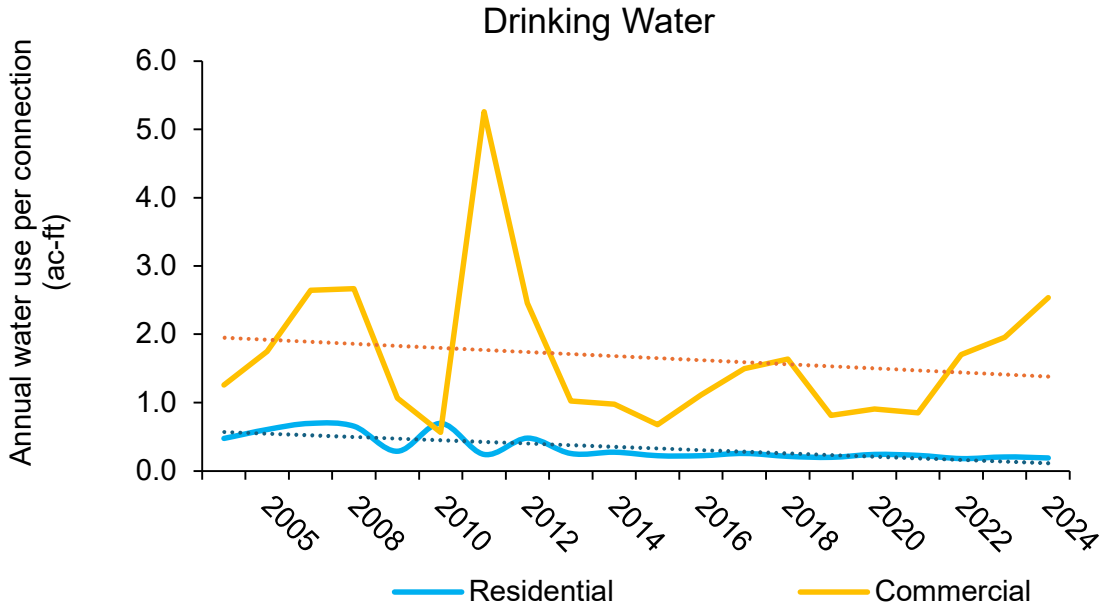


Figure 4. Annual Drinking Water Use Per Connection

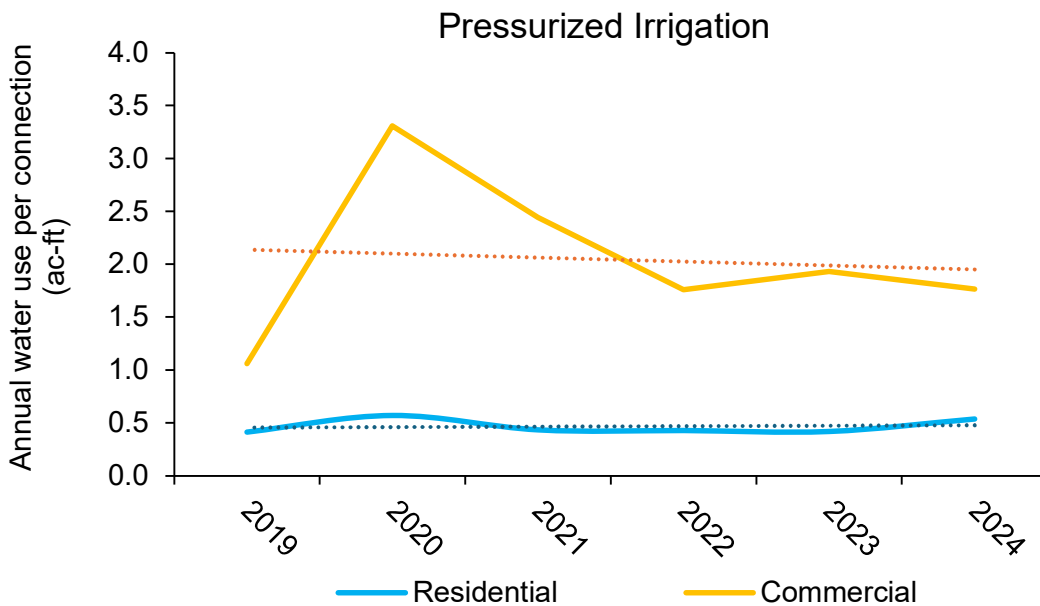


Figure 5. Annual PI Water Use per Connection

Comments on Figures 4 and 5 are as follows:

- Residential use has decreased over time.

- On average, each residential connection uses a combined total of about 0.67 acre-feet of water per year in both systems.

By comparison:

- Commercial water use has varied more widely from year to year. This is expected, as commercial properties (e.g., stores, offices, or warehouses) can have very different water needs.
- The City has seen a lot more commercial growth over the last few years that has been developed in order to support the growing population.
- On average, each commercial connection uses about 3.50 acre-feet of water annually.

The same analysis was completed for the other land use types (see Figure 6).

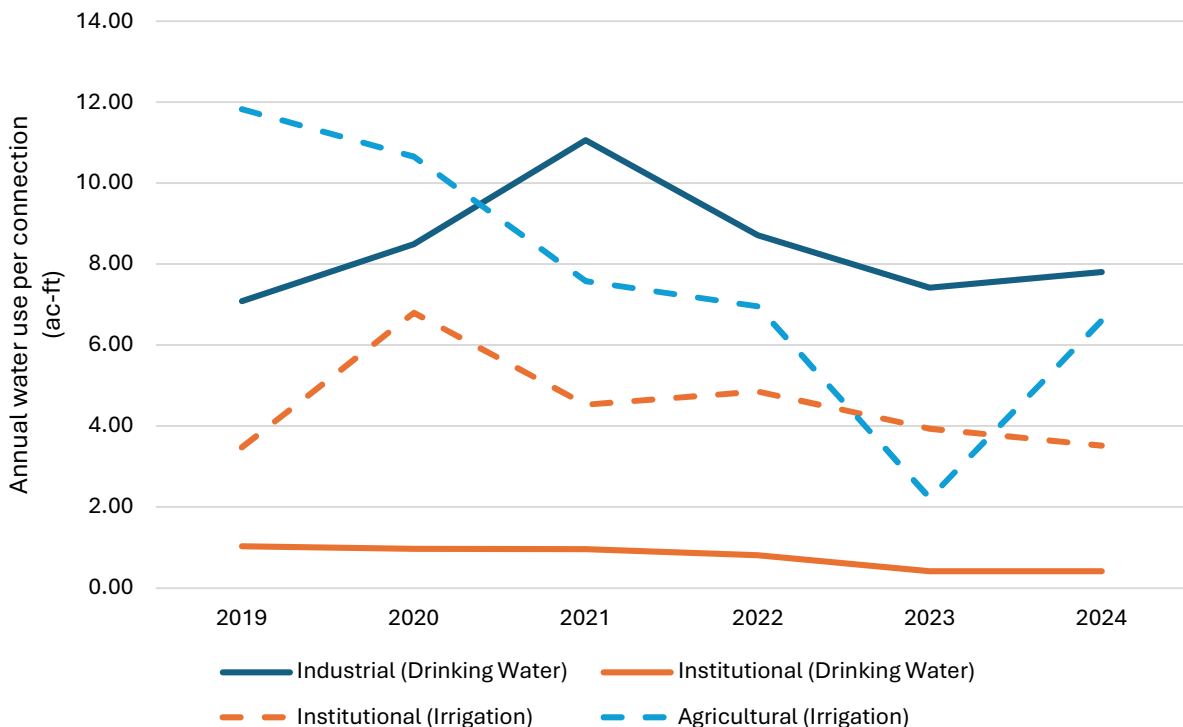


Figure 6. Annual Water Use from Industrial, Institutional, and Agricultural Connections

Figure 4 shows average water use by connection type for industrial, institutional, and agricultural customers, across both drinking water and pressurized irrigation systems. Comments are as follows:

- Institutional irrigation connections use more water on average than institutional drinking water connections. This is most likely related to large, irrigated areas associated with churches and schools. These irrigated areas may present an opportunity for outdoor water conservation.

- Institutional drinking water use per connection has decreased over time.

By comparison:

- Industrial drinking water use per connection is similar in magnitude to institutional irrigation use per connection and reflects the higher volume needs of a few large users.
- Agricultural irrigation use per connection also falls within a similar range but has been trending slightly downward in recent years.

These trends indicate that Santaquin has large users in the institutional irrigation, industrial, and agricultural user categories. Conservation potential may exist for any of these connection types, but is specific to the particular user. Additionally, these types of users don't add additional people to the system and could increase per capita usage.

Agricultural Land

Santaquin City has agricultural land use throughout the city. Figure 7 shows the areas within the city that are designated agricultural protection areas, based on future land use projections. Chapter 4 of the Santaquin General Plan "Agriculture Matters" outlines how existing agricultural users can continue operating for as long as they desire.

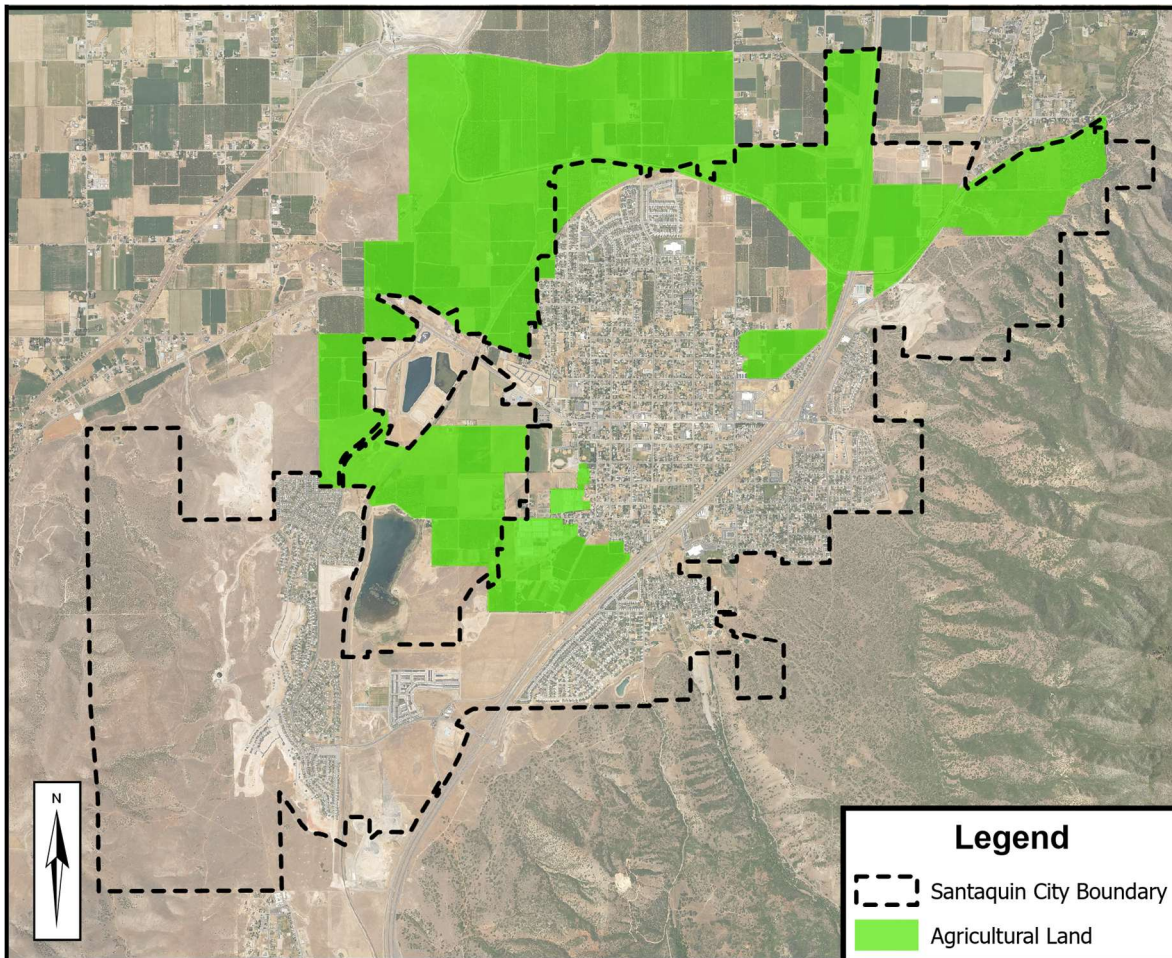


Figure 7. Future Agricultural Areas

There are two canal companies that provide water throughout the region:

- Strawberry Highline Canal Company
 - Email: mail@shlcco.com
 - Phone number: 801-465-4824
- Summit Creek Irrigation & Canal Company:
 - Email: summitcreekirrigation@gmail.com
 - Phone number: 801-754-3186
- East Santaquin Irrigation Company

Santaquin City is interested in and always willing to consider conservation easements as may be proposed by private property owners. However, Santaquin City has no available or foreseeable funding should there be costs associated with such easements.

Comparison to State Conservation Goals

The State Water Use Goal for the Provo River region (consisting of Juab, Utah, and Wasatch Counties) is 179 gpcd. Santaquin includes large industrial and agricultural users that significantly

increase gpcd usage, and as such, comparing system-wide numbers directly to the State goal would not be a consistent comparison.

An average residence in Santaquin uses 0.67 ac-ft of water per year. With an average household size of 3.7 people, per-capita use is 162 gpcd. Per-capita consumption has decreased over time.

Water Budget

Existing and Future Water Demands

To help Santaquin City prepare for long-term growth and a projected future population of approximately 50,000 people, a water budget was developed to compare current and future water supply and demand. This analysis is based on the most recent planning documents: the Santaquin Drinking Water Master Plan (2021) and the Santaquin Pressurized Irrigation Master Plan (2021).

For the drinking water system, historical billing and water production data were used to estimate current Equivalent Residential Connections (ERCs), a standard unit that reflects the water use of a typical household. Using population growth projections and the City's land use plan, the number of ERCs was projected through the year 2060. Since some customers use drinking water for outdoor irrigation, this was also factored into demand estimates. Tools such as aerial imagery, utility system maps, and feedback from City staff were used to estimate the irrigated land served by the drinking water system.

For the pressurized irrigation (PI) system, current irrigated acreage was calculated using aerial imagery. Then, the City's land use plans and typical irrigation rates by land use type were used to estimate future irrigation needs through 2060.

The resulting figures are summarized in Figure 8, which shows indoor and outdoor water demands along with total system demand compared against the available water supply capacity.

Existing and Future Water Supply

The existing source capacity was determined by either the limiting factor of physical water supply (safe yield of wells, springs, and aquifer), infrastructure, and water rights. Additional details on the total water supply can be found in the Drinking Water and Pressurized Irrigation Master Plans (2021).

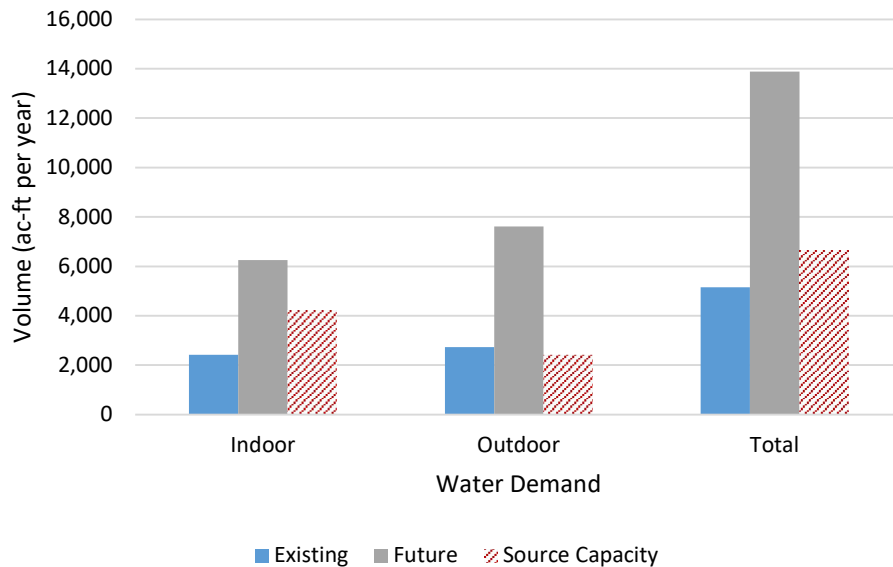


Figure 8. Santaquin Water Budget (through 2060)

Water Budget Summary

Drinking Water System

Santaquin City’s water budget analysis shows that while the current water supply and infrastructure are adequate for today’s needs, future water demand is expected to exceed supply. This projected gap emphasizes the importance of taking proactive steps now to manage water use and ensure the long-term sustainability of Santaquin’s water systems. This can be done through effective planning of source supply and implementing strategic conservation efforts.

The following summarizes the steps that Santaquin has taken to ensure that there is sufficient drinking water supply to meet future demands:

- **Drinking Water Master Plan (2021):** Outlines plans to develop and construct three new sources that can provide adequate water supply, including redundancy through 2060. The following sources include:
 - Z10 Future West Well
 - Z10 Future East Well
 - Z9N Future Well
 - Including upgrades to transmission and storage to provide sufficient hydraulic capacity throughout the system.
- **40-Year Water Rights Plan (2021):** Developed a 40-year water rights plan that reviewed existing water rights and the City’s current ability to meet existing and future demands.

As specified in Santaquin City code 8.04.100, all new developments are required to bring sufficient water to meet their planned demands, including the necessary water rights and infrastructure. If the City does not have sufficient capacity to serve the proposed development, the applicant must construct the needed facilities to serve it. Conversion of groundwater from agricultural to municipal use is expected to bridge the gap between the current supply of drinking water and projected future demands. Further details on future water supply planning is included in the Drinking Water Master

Plan (link included in the Appendix).

Pressurized Irrigation System

Figure 8 indicates that reliable outdoor source capacity for irrigation is slightly less than existing demand. This is true only in very dry years but can be mitigated with excess capacity in the drinking water system. However, outdoor water demands are not the priority, and the drinking water capacity will be preserved to meet those demands if a shortage were to occur. The following actions have been taken to expand capacity for the pressurized irrigation system:

- **Pressurized Irrigation Master Plan (2021):** Outlines plans to develop and construct additional source capacity that can provide adequate water supply, including redundancy through 2060. The following sources include:
 - Connection to Highline Canal
 - Connection to the Central Utah Water Conservancy District (CUWCD) Utah Lake System (ULS) Pipeline
 - Expansion of the Type 1 wastewater reuse system
 - Including upgrades to transmission and storage to provide sufficient hydraulic capacity throughout the system.

If the City does not have sufficient capacity to serve the proposed development, the applicant must construct the needed facilities to serve it. The additional supply needed to bridge the gap between available capacity and projected future demand is expected to come from a combination of new source water imported through the ULS pipeline and conversion of existing agricultural water to municipal use. Table 3-8 in the Pressurized Irrigation Master Plan (link included in the Appendix) includes a summary of Santaquin's existing and planned future irrigation water sources and quantities of water needed from each source to meet future demand.

In addition to developing source capacity, Santaquin City recognizes the importance of water conservation. The following section highlights how the City is addressing these future challenges through water conservation efforts.

Water Supply Diversification

Santaquin maintains a diverse supply of water sources that includes springs, groundwater wells, surface water, and Type I effluent reuse. Santaquin is planning to further diversify their water supply by connecting to the Central Utah Water Conservancy District (CUWCD) Utah Lake System (ULS) pipeline. The ULS pipeline will provide an additional source of irrigation water, freeing up groundwater for use in the drinking water system.

Methods of Reducing Water Demand and Per Capita Use for Existing Development

Santaquin has adopted several practices that reduce water use among existing customers:

- **Public Education & Outreach**
The City's Water Education Program uses utility bills, the City Center, Public Works, and online platforms to regularly share conservation tips. Educational efforts are tailored to both average and high-volume water users.

- **Tiered Water Pricing**

Water rates are structured to encourage conservation. Higher usage results in higher pricing tiers for both culinary and pressurized irrigation, providing a financial incentive to reduce consumption.

- **Metering and Leak Detection**

Santaquin has invested in replacing aging meters with radio-equipped smart meters that help residents monitor their water use in real time. Meters have also been added to public facilities to increase accountability, and a formal leak detection program ensures aging infrastructure is monitored and maintained.

- **Effluent Reuse**

Treated wastewater (type-I effluent) is stored in holding ponds and used in the City's pressurized irrigation system. While this doesn't reduce demand directly, it allows the City to meet irrigation needs without developing new water sources.

Methods of Reducing Water Demand and Per Capita Use for Future Development

To ensure future development is water-efficient, Santaquin has adopted and recommended the following policies and standards:

- **Landscape Efficiency Standards for New Development**

Ordinance No. 02-03-2024 requires water-wise landscaping in new development, including:

- Turf limitations
- Prohibiting turf in narrow areas
- Use of drought-tolerant or native plants
- Drip irrigation systems for shrubs and trees
- Smart irrigation controllers
- Eligibility for landscape rebate/incentive programs

- **Allocation-Based Tiered Pricing Models (Recommended)**

Santaquin is exploring pricing structures that base water rates on lot size and expected usage, following models adopted in other cities.

- **HOA Landscaping Flexibility**

The City recommends that homeowners' associations (HOAs) allow for water-efficient landscaping designs and turf dormancy, removing barriers that often exist in traditional HOA codes. H.B. 282 (2022) dictates these efforts as well.

- **Tree Placement Standards**

The City encourages planting deciduous trees on the south, east, and west sides of buildings, and evergreen trees on the north side to reduce water needs and improve energy efficiency.

Modifications to City Operations to Reduce and Eliminate Wasteful Practices

Several operational changes have been made—or are under review—to improve efficiency:

- **Time-of-Day Watering Restrictions**

Santaquin encourages customers to avoid daytime watering (from 10 a.m. to 6 p.m.) to reduce evaporation and increase efficiency.

- **Irrigation Audits**

Audits of public irrigation systems are being carried out to assess efficiency and identify upgrade opportunities, particularly in streetscapes and public parks.

- **Internal Metering and Monitoring**

Installing meters at City facilities has helped monitor municipal water use and identify opportunities for internal conservation.

Future Planning Recommendations on Conservation Policy

To further strengthen Santaquin's water management strategy, the City will consider the following policies and ordinance changes:

- **Water Conservation Policies:**

- Expansion of landscape rebate/incentive programs
- Continued investment in smart meters and leak detection
- Adoption of allocation-based rate structures
- Ongoing updates to public education campaigns

- **Landscaping Options Within Public Streets (Non-Turf Park Strips):**

- Require water-wise planting or hardscape design in park strips
- Prohibit turf in non-functional areas
- Prioritize low-maintenance materials and drip irrigation

- **Ordinance Revisions to Eliminate Inefficient Water Use:**

- Remove overly permissive irrigation allowances
- Encourage clustering in subdivision design and preservation of natural open space to reduce irrigated area per lot
- Require functional justification for size of irrigated landscape in commercial zones

- **Low Water Use Landscaping Standards for New Development Types:**

- Commercial, Industrial, and Institutional: Require drought-tolerant planting, smart irrigation, and minimal turf in non-functional areas
- Residential: Require compliance with landscaping standards, turf limitations, and irrigation efficiency technologies as part of development approval

Impact on the Great Salt Lake

Santaquin is working to reduce impacts on the GSL by reducing depletion in the system. Outdoor water demands have a high depletion rate, as most of the water evaporates or is consumed by turfgrass. Reducing outdoor water demands provides an excellent opportunity for mitigating impacts to the GSL. Existing conservation programs can reduce existing outdoor demands and

recently adopted ordinances will help reduce the addition of more outdoor demands.

Appendix:

Drinking Water Master Plan:

https://www.santaquin.gov/sites/default/files/fileattachments/community_development/page/3054/final_santaquin_dwmp_2021_r.pdf

Pressurized Irrigation Master Plan:

https://www.santaquin.gov/sites/default/files/fileattachments/community_development/page/3058/final_santaquin_pi_master_plan_2021_r.pdf

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 12-01-2025-CDA
APPROVAL OF ADDENDUM #2 TO THE ALIKA FISHER
REAL PROPERTY PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the “Agency”) is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on July 1, 2025, the Agency (“Seller”) approved Resolution 07-01-2025-CDA, approving an agreement with Alika Fisher (“Buyer”), for the purchase of certain real property (the “Purchase Agreement”); and

WHEREAS, on October 7, 2025, the Agency (“Seller”) approved Resolution 10-01-2025-CDA, approving an amendment to the agreement with Alika Fisher (“Buyer”), for the purchase of certain real property (the “Amendment #1”); and

WHEREAS, the Agency and Alika Fisher desire now to amend certain provisions of the Purchase Agreement;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #2 (Two) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Alika Fisher, (“Addendum #2”) is hereby approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute Addendum #2 and all documents necessary to approve and effectuate the provisions thereof.

SECTION 3: This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 2nd day of December, 2025.

Daniel M. Olson, Board Chair

Attest:

Amalie R. Ottley, Secretary

Board Member Art Adcock	Voted ____
Board Member Brian Del Rosario	Voted ____
Board Member Travis Keel	Voted ____
Board Member Lynn Mecham	Voted ____
Board Member Jeff Siddoway	Voted ____

**ADDENDUM #2 (TWO) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND ALIKA
FISHER**

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of December 2, 2025, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **ALIKA FISHER**, a Resident of the State of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Real Property Purchase Agreement dated July 1, 2025 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 1.95 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, the Parties amended the Real Property Purchase Agreement on October 7, 2025 (“**Amendment #1**”) by adopting Resolution 10-01-2025-CDA, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Parties now desire to amend the agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #2 (Two) to the Real Property Purchase Agreement as follows:

1. Section 5; **Closing**. The first sentence is changed to begin as follows:
“This Transaction shall be closed at the offices of Provo Abstract Company, Inc. (“Closing Agent”) at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 190 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit.” The remainder of the section shall remain as set forth in the Purchase Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 2 (Two) to the Real Property Purchase Agreement on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: _____, 20__.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public _____

BUYER:

ALIKA FISHER, a resident of Utah

By: _____
Alika Fisher, Owner

DATE: _____, 20____.

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 20____, personally appeared before me,
Alika Fisher, who, after being duly sworn, acknowledged to me that he is authorized to execute
this document and who executed the same.

Notary Public _____

EXHIBIT A
(PURCHASE AGREEMENT)

**EXHIBIT
(AMENDMENT ONE)**

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is made and entered into by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah ("Seller") and **ALIKA FISHER**, a resident of the state of Utah ("Buyer") as of the date Seller and Buyer execute this Agreement as provided on the signature pages. Seller and Buyer are herein sometimes referred to individually as a "Party" and collectively as the "Parties." The transactions contemplated by this Agreement are herein sometimes collectively referred to as the "Transaction".

RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 1.95 acres ("the Property"), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct a light industrial/commercial development on the Property and has determined that its acquisition of the Property is important to the success of said commercial development; and

WHEREAS, the Property is located within a project area established by Seller for the betterment of the area including the Property, and the Parties agree that the proposed development of the Property will benefit Buyer, Seller and the residents of Santaquin City; and

WHEREAS, the Parties desire to enter into an agreement to accomplish Buyer's purchase of the Property, and to provide for certain improvements to the Property, subject to certain terms and conditions.

NOW THEREFORE, the Parties hereto agree as follows:

1. Property Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral rights owned by Seller (if any) but excluding therefrom any and all water rights. The Purchase Price established in paragraph 4 includes the payment for money in lieu of water and/or water rights dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code ("SCC"), for estimated annual water usage of up to 490,000 gallons for the parcel. Any additional amounts due pursuant to Santaquin City Code Section 8.04.100 based on actual development activity on the Property shall be the sole responsibility of Buyer.

2. Buyer's Property Use and Improvements. As a Public Agency established pursuant to Title 17C of the Utah Code, Seller has a specific interest in the development of the Property and other surrounding real property for community economic development and renewal purposes and is entering into this agreement based on Buyer's agreement to specific terms and conditions for the development of the Property. Buyer hereby

agrees to develop, improve, and maintain the Property pursuant to the provisions of this paragraph 2 set forth below, and otherwise as required by Santaquin City's land use and development code.

a. The Property shall only be used for "Auto, Truck, Recreational Vehicle, and Equipment Sales or Rentals (e.g. power sports and bike sales, parts, and rentals)"; "Commercial Ancillary"; "Commercial Cosmetology (e.g. beauty school, beauty supplies company)"; "Commercial, Heavy"; "Commercial, Industrial Equipment Sales"; "Commercial, Retail Sales and Services"; "Fulfillment Center (e.g. focus on assembly and packaging, not storage)"; "Industry, Light"; "Industry, Medium"; "Laboratory, Medical"; "Pharmaceutical Manufacturing"; "Veterinary Hospital, Large Animal"; "Veterinary Hospital, Small Animal"; "Animal Grooming Parlor" or "Professional Office or Financial Services" purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

b. No portion of the Property shall be developed or used as "Storage Unit Facilities" as defined in Section 10.08 of the Santaquin City Code.

c. No portion of the Property shall be developed or used with shipping and or other types of storage containers for storage or for any form of building construction.

d. Buyer shall participate with the City monetarily by payment of \$25,000.00 per building/structure to Seller for the construction of the needed City Sewer System improvements for each building/structure built on the Property. Buyer shall pay the applicable sewer impact fees prior to issuance of any building permit.

e. All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code.

f. All development and use of the Property shall comply with the Santaquin City Development Standards and Specifications referenced in Section 9.04.140 of the Santaquin City Code, and with the Industrial Park Architectural Standards, a copy of which is attached hereto as Exhibit B.

g. Buyer shall be solely responsible for the construction and maintenance of roads, accesses, drives, and parking areas on the Property. All roads, accesses, drives, and parking areas on the Property shall be paved, and shall be constructed and maintained pursuant to the applicable Santaquin City parking standards SCC Section 10.48. Storage areas behind the rear building line must be finished with at least minimum compacted road base.

h. Buyer shall install fencing on the full perimeter of any outside storage areas located within the Property, which fencing shall be constructed of masonry, precast concrete, vinyl-coated chain link with vinyl privacy slats, or a combination thereof, together with a paved portion or mow strip under all non-masonry fencing.

i. Monument signs, consistent with a Santaquin City theme and as approved by the City may be constructed and maintained on the Property. Stacking on monument signs

will be allowed consistent with Santaquin City Code Section 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

j. Buyer will dedicate to Seller all easements on the Property necessary for the construction, operation, and maintenance of public utilities.

k. Buyer acknowledges and hereby agrees that ingress and egress access to the Property will be restricted to the existing Summit Ridge Parkway access located between the Property and US Highway 6. No access will be provided to or from US Highway 6, except as provided by Summit Ridge Parkway. Use of Summit Ridge Parkway south of the Property may be restricted or eliminated for heavy/delivery truck use or access and is not included for this purpose (heavy/delivery truck use or access), or relied upon by Buyer as consideration for entering into this Agreement.

l. Buyer acknowledges that no staging, crushing, sorting, or processing, or stockpiling of imported gravel, rock, or soil materials (other than staging or stockpiling during the construction period for site improvements) is allowed on the Property.

m. Buyer acknowledges and agrees to construct Phase 1 of its proposed building within 24 months of Closing on the property and that Phase 1 of the building will be substantially as shown in Exhibit C "Site Plan and Building Type". During this 24-month building construction period, Buyer may use the Property as a temporary use for a veterinarian clinic, utilizing a mobile facility that may be placed on the Property temporarily, provided that all City codes are met for said temporary use, including access, utilities, fire code, etc. No extension of time or renewal of City Temporary Use permit will be allowed for the temporary veterinarian clinic to extend past the 24-month building construction period.

n. Buyer shall endeavor to bring businesses that generate sales taxes, provide jobs, and provide desirable services to Santaquin City residents to occupy and conduct their business within the building(s) constructed by Buyer.

o. Buyer shall pay all costs of loading, hauling, placement and compaction of gravel material identified in paragraph 3.g for Buyer's site improvement purposes.

p. Buyer shall construct and install at its sole expense sufficient retaining walls on the property in order to make the Property more suitable for Buyer's site development purposes. All retaining walls constructed by Buyer shall be designed to City, State, and International Building Code (IBC) and shall match Seller constructed retaining walls. Said construction shall be completed within 24 months of Closing.

3. Seller's Responsibility for Improvements. Seller agrees to provide certain improvements to the Property as set forth below in this paragraph 3.

a. Seller shall construct and install at its sole expense infrastructure necessary to deliver both culinary and secondary water to the Property boundary. Said construction shall be completed within 365 days of Closing.

b. Seller shall construct and install at its sole expense infrastructure necessary for sewer service from the Property boundary to the Santaquin City wastewater treatment system.

c. Seller shall assist Buyer as necessary for Buyer to complete applications and obtain permits required for electrical, natural gas, and telecommunications services to the Property. All electrical infrastructure shall be installed underground. The City shall be responsible for all costs associated with the construction and installation of infrastructure to provide primary electrical, natural gas, and telecommunication services to the Property. Seller shall not be responsible for any costs associated with any construction, operation, or maintenance of electrical, natural gas, or telecommunication infrastructure within the Property.

d. Seller has applied an asphalt overlay to the existing paved surface of Summit Ridge Parkway as deemed necessary for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Such improvements have been completed by Seller. This Agreement does not include or address any future expansion of the width of the paved surface of Summit Ridge Parkway, or addition of lanes, approaches, turning lanes, etc.

e. Seller shall provide future City streets/roadways per City Standards as necessary for the reasonably anticipated access to the Property and across the frontage of the Property as determined by Seller in its sole discretion. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

f. Seller shall, upon construction of Buyer installed retaining walls identified in Section 2.p, and upon receipt of sufficient receipts of said construction, reimburse Buyer for the costs of the retaining walls up to a maximum of \$150,000, minus the cost of Seller installed retaining walls identified herein paragraph 3.f (estimated at \$50,000.00). If the constructed retaining walls cost in excess of \$150,000, Seller shall have no further obligation to reimburse for those excess costs.

Seller shall construct and install at its sole expense 360 linear feet by 4 vertical feet and 100 linear feet of 2 vertical foot of retaining wall on Seller's adjacent property in order to help mitigate potential damages from future stormwater flow events. Said construction shall be completed within 12 months of Closing.

g. Seller shall provide sufficient fill material from a City owned gravel pit or other sources to make the parcel more suitable for Buyer's site development purposes. All loading, hauling, placement and compaction of said fill material is the responsibility of Buyer.

4. Purchase Price. The Purchase Price for the Property is (Six Hundred Thirty-Four Thousand Five-Hundred and Thirty Dollars) (\$634,530.00) which amount does not include the \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d.

a. Earnest Money Deposit. Within five (5) business days of the date hereof, Buyer shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Deposit") to the Closing Agent.

b. Delivery of Deposit. Unless, pursuant to paragraph 10, Buyer exercises its right to cancel this Agreement on or before 45 days from the execution date, the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

c. Balance Paid at Closing. The remaining balance of the purchase price shall be paid by Buyer at Closing.

5. Closing. This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 120 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit:

a. Seller's Closing Deliveries. Seller shall deliver to Buyer (or to the Closing Agent):

- (i) a general warranty deed (the "Deed"), fully executed and properly acknowledged by Seller, conveying the Property to Buyer;
- (ii) written evidence that all state and local property taxes have been paid in full;
- (iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the premium to be paid by Buyer as provided in subparagraph 6.b. below); and
- (iv) any other funds, instruments or documents as may be reasonably requested by Buyer or the Closing Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

b. Buyer's Closing Deliveries. Buyer shall deliver to Seller (or to the Closing Agent):

- (i) the Purchase Price (payable to Seller);
- (ii) any other funds, instruments or documents as may be reasonably requested by Seller or the Closing Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which

funds, instruments or documents are subject to Buyer's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

6. Closing Costs and Prorations.

a. All general and special taxes, rollback taxes, if any, and assessments against the Property for all periods prior to the Closing Date shall be paid by Seller at or prior to Closing. The amount of such taxes shall be estimated based on information provided by the Utah County Assessor for the parcel or parcels of which the Property is a part, the "Assessed Parcel." Seller and Buyer shall each pay their own legal expenses in connection with this Transaction.

b. Buyer shall pay the cost of a standard coverage owner's policy of title insurance. Unless otherwise agreed by the parties in writing, Buyer shall pay all other closing costs including, but not limited to charges and fees assessed by Closing Agent.

7. Possession. Unless otherwise agreed in writing by the Parties, Seller shall deliver possession of the Property to Buyer upon Closing.

8. Conveyance and Title Insurance. As required by paragraph 5.a.(i), Seller shall convey to Buyer, by general warranty deed, good and marketable fee simple title to the Property, free and clear of all mortgages, trust deeds, judgments, mechanics' liens, tax liens and warrants and other financial encumbrances. As provided in subparagraph 5.a.(iii) above, Buyer may acquire (and may condition the Closing upon Buyer's ability to obtain) a current standard coverage owner's policy of title insurance. Even though the policy premium will be paid by Buyer, Seller agrees to order a title insurance commitment on the Property as provided in paragraph 9.b. below.

9. Seller's Disclosures.

a. Seller hereby discloses and represents to Buyer that Seller has no knowledge of any hazardous materials or substance being stored or present upon the Property and that Seller has no knowledge relating to any environmental problems or any building or zoning code violations affecting the Property;

b. Within fifteen (15) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance required by paragraph 5 above, together with all documents identified as exceptions to coverage in such title commitment; and

c. No later than July 31, 2025, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

(i) survey, topographic or other maps and all other material documents presently existing concerning the Property (if Seller does not deliver a survey of the Property as provided herein, Buyer may, at its own expense, obtain a survey of the Property and Buyer's obligation to purchase the Property under this Agreement is conditioned upon Buyer's receipt and approval of such survey);

(ii) any and all leases or other contracts or agreements affecting the Property;

(iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and

(iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

10. Buyers Right to Cancel. Buyer's obligation to purchase under this Agreement is conditioned upon Buyer's approval of the content of all of the Seller's Disclosures referred to in paragraph 9 above, and Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, except as provided in paragraph 4.b. above, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder. Nothing in this paragraph shall be construed to alter the refundability of the Deposit as set forth in subparagraph 4.b.

11. Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Buyer that:

a. Seller has full power and authority to enter into this Agreement and complete this Transaction.

b. Seller has good and marketable fee simple title to the Property. Other than as has been or will be disclosed to Buyer, there are no unrecorded agreements, leases, liens or

encumbrances that may affect title to the Property to which Seller is a party or of which Seller has knowledge.

c. Upon Seller's execution of this Agreement, it will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

d. Subject to the foregoing, neither the execution and delivery of this Agreement, nor the consummation of this Transaction will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound that affects the Property or any part thereof.

e. Seller has not entered into any agreement or contract with respect to the Property or granted any interest in the Property that is inconsistent with Seller's obligation to convey to Buyer good and marketable fee simple title to Seller's interest in the Property in accordance with the requirements of this Agreement. Except as otherwise provided herein, Seller shall not, prior to any termination of this Agreement and without Buyer's prior written consent, enter into or execute any easement, encumbrance, lease, or other agreement with respect to the Property, or execute, record or consent to any declaration of covenants, conditions and restrictions or other similar document with respect to the Property.

f. Seller has not received notice of any pending or threatened condemnation action affecting the Property, any moratorium on building on the Property, or any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

g. Seller has not received notice of any intended public improvements that will result in any condemnation or taking of all or a portion of any part of the Property, or in any special assessments, levies, taxes or other charges being assessed against any part of the Property that will impose a lien upon the Property. Seller has no knowledge of special assessments pending or threatened against or with respect to the Property on account of or in connection with streets, roads or any other public improvements, including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

h. There are no suits, claims, proceedings or investigations pending or, to Seller's actual knowledge, threatened with respect to the Property or that will adversely affect Seller's ability to meet its obligations under this Agreement.

i. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against the Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of the Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all the assets of Seller; (v) within

twelve (12) months preceding the date of this Agreement, admitted in writing the inability of Seller to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to the creditors of Seller generally.

j. Seller is not in default under the terms of any written agreement with a third party to which Seller is a party pertaining to the Property, nor has any event occurred that, with notice or passage of time, or both, would constitute a default by Seller under any such agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property or any portion thereof is subject.

k. Seller does not have actual knowledge of the existence of any criminal or other investigation concerning Seller or any other person that may result in a forfeiture of all or any portion of the Property.

l. Neither the execution and the delivery of this Agreement nor the consummation of this Transaction is subject to any requirement that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or that, in any case or in the aggregate, if not obtained or made would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge or encumbrance upon the Property.

m. Seller does not have actual knowledge of or any reason to suspect the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). Except as provided above, Seller has no knowledge or reason to suspect that prior to the date of this Agreement the Property has not been used in compliance with applicable Environmental Laws. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws and, other than as disclosed above, Seller has no knowledge or reason to suspect that any Hazardous Materials have been used, stored or kept at the Property except in compliance with applicable Environmental Laws. Seller has no knowledge or reason to suspect that the Property has been designated by any governmental or quasi-governmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property as contemplated by Buyer. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by or for purposes of any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or

decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

n. Seller shall, immediately upon receiving notice of any actual or threatened claims or proceedings (i) for the condemnation of the Property or any portion thereof, (ii) arising out of injury or damage to or upon the Property or any portion thereof, (iii) arising out of any violation or threatened violation of applicable laws or regulations relating to or affecting the Property, including but not limited to any violation of Environmental Laws, or that may result in the liability of the owner or a successor owner of any interest in the Property, (iv) arising out of the imposition of any special assessment, levy or tax, (v) relating to the potential formation of any taxing authority affecting the Property, (vi) that could affect or cloud title to or ownership of the Property, or (vii) that could result in a moratorium against building on the Property, notify Buyer thereof in writing.

The foregoing representations, warranties and covenants shall be true, correct and accurate on and as of the date of this Agreement and on and as of the date of Closing and shall survive the Closing for a period of twelve (12) months. Prior to Closing, should Seller inform Buyer, or should Buyer become aware of facts or information which differs with any representation or warranty of Seller set forth in this Agreement, Seller's representation or warranty shall be deemed to have been modified accordingly. Should Buyer be aware of contrary facts and circumstances before the Closing, but elect to close, Buyer must be deemed to have waived the same. **AT THE CLOSING, BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AND ACCEPT THE PROPERTY, AS IS, WHERE IS, WITH ALL FAULTS EXCLUDING ONLY THOSE WARRANTIES INHERENT WITHIN THE WARRANTY DEED BY WHICH SELLER WILL CONVEY TITLE TO THE PROPERTY TO BUYER AND REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSED IN THIS AGREEMENT, TO THE EXTENT THEY SURVIVE THE CLOSING.**

12. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

a. Buyer is an resident of the state of Utah and has full power and authority to enter into this Agreement and complete this Transaction.

b. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, those terms and conditions and additional documents will be binding and enforceable against Buyer in accordance with their terms.

The foregoing representations and warranties shall be true, correct and accurate on and as of the date of this Agreement and on and as of the Closing date. All representations, warranties

and covenants by Buyer set forth in this Agreement will survive the consummation of this Agreement, the delivery and recordation of the Deed and the Closing of this Transaction.

13. Broker's Commissions. Seller warrants that it has not contracted with any finder, broker or realtor in connection with this Transaction. Buyer may retain the services of a realtor in connection with Buyer's purchase of the Property and related matters and warrants to Seller that all costs and fees associated with any such service shall be the sole responsibility of Buyer. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

14. Risk of Loss. The risk of loss will be upon Seller until Closing. Seller shall, at Seller's sole cost, take reasonable steps to protect the Property from damage and deterioration prior to Closing. In the event of any loss or damage to or condemnation of the Property prior to Closing, Buyer may either waive such loss, damage or condemnation and proceed to close this Transaction, or cancel this Agreement. If Buyer waives any loss or damage to or condemnation of the Property and proceeds to close this Transaction, Seller shall, at and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by the Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

15. Default and Remedies.

a. Seller Default. If Seller shall have failed to close escrow and sell the Property to Buyer on the terms and provisions contained herein within the time for performance as specified herein or otherwise breaches any Seller obligation under the terms of this Agreement, Buyer's sole remedy shall be to either (but not both) (i) seek specific performance of this Agreement; or (ii) obtain a return of the Deposit, together with the reimbursement by Seller of Buyer's out of pocket expenses incurred in conducting its due diligence and otherwise performing under this Agreement. Cancellation by Buyer pursuant to paragraph 10 of this Agreement shall not constitute a Seller Default.

b. Buyer Default. If the closing fails to occur as a result of Buyer's default in its obligation to close the purchase of the Property as provided in this Agreement, Seller shall retain the Deposit as full, agreed and liquidated damages, as Seller's sole legal and equitable remedy with respect to such Buyer default. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE REAL PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

c. **Seller's Option to Repurchase the Property Upon Default.** Buyer acknowledges and agrees that as a Public Agency, Seller is charged with promoting the development and use of the property in furtherance of the best interests of Santaquin City and its residents; and that the terms of the development and use of the Property set forth in this Agreement are a critical and essential part of the consideration for this Agreement. THEREFORE, BUYER HEREBY GRANTS TO SELLER, IN THE EVENT OF A MATERIAL DEFAULT IN PROVISIONS OF THIS AGREEMENT PERTAINING TO THE DEVELOPMENT OR USE OF THE PROPERTY THAT IS NOT CURED WITHIN THIRTY (30) DAYS OF SELLER'S WRITTEN NOTICE OF DEFAULT, THE OPTION TO REPURCHASE THE PROPERTY FROM BUYER, OR ANY OF ITS SUCCESSORS OR ASSIGNS, FOR THE AMOUNT OF THE PURCHASE PRICE SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT.

16. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by the Parties hereto.

17. Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including reasonable attorneys' fees, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.

18. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Seller: Community Development and Renewal
Agency of Santaquin City
c/o Norm Beagley
110 South Center Street
Santaquin, Utah 84655

With a copy to: Nielsen & Senior, P.C.
Attention: Brett B. Rich
P.O. Box 970663
Orem, Utah 84097

Buyer: Alike Fisher
Buyer Address
City, UT 84???

With a Copy to: Buyer Attorney
Address
City, UT 84???

Notice is deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, on the date of delivery to the overnight courier service, 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.

19. Survival. Except as otherwise provided herein, all of the covenants, agreements, representations and warranties set forth in this Agreement survive the Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

20. Waiver. The failure to enforce at any time any provision of this Agreement or to require the performance of any provision hereof shall not constitute a waiver of any such provision or affect either the validity of this Agreement or any part hereof or the right of either Party hereto to thereafter enforce each and every provision of this Agreement in accordance with the terms of this Agreement.

21. Time of Essence and Dates of Performance. Time is expressly declared to be of the essence of this Agreement. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

23. Electronic Transmission. Electronic transmission of this Agreement, signed by a Party, and retransmission of any signed electronic transmission, shall be the same as delivery of an original hereof.

24. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Any third party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any

of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

25. Further Acts. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

27. Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of the Fourth Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

27. Interpretation. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neutral gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

29. Authority of Signers. Each person executing this Agreement hereby warrants his or her authority to do so, on behalf of the entity for which he or she signs, and to bind such entity.

30. Recording. A Notice Of Agreement shall be filed in the office of the Utah County Recorder by Seller within ten (10) business days of the execution hereof.

[Remainder of Page Intentionally Left Blank – Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

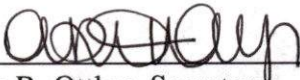
SELLER:

COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF SANTAQUIN CITY

DATE: July 01, 2025.



DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 1 day of July, 2025, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.


Notary Public 



BUYER:

ALIKA FISHER

DATE: 1 July, 2025.


Alika Fisher

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 1st day of July, 2025, personally appeared before me, Alika Fisher who, after being duly sworn, acknowledged to me that he/she is authorized to execute this document and who executed the same.


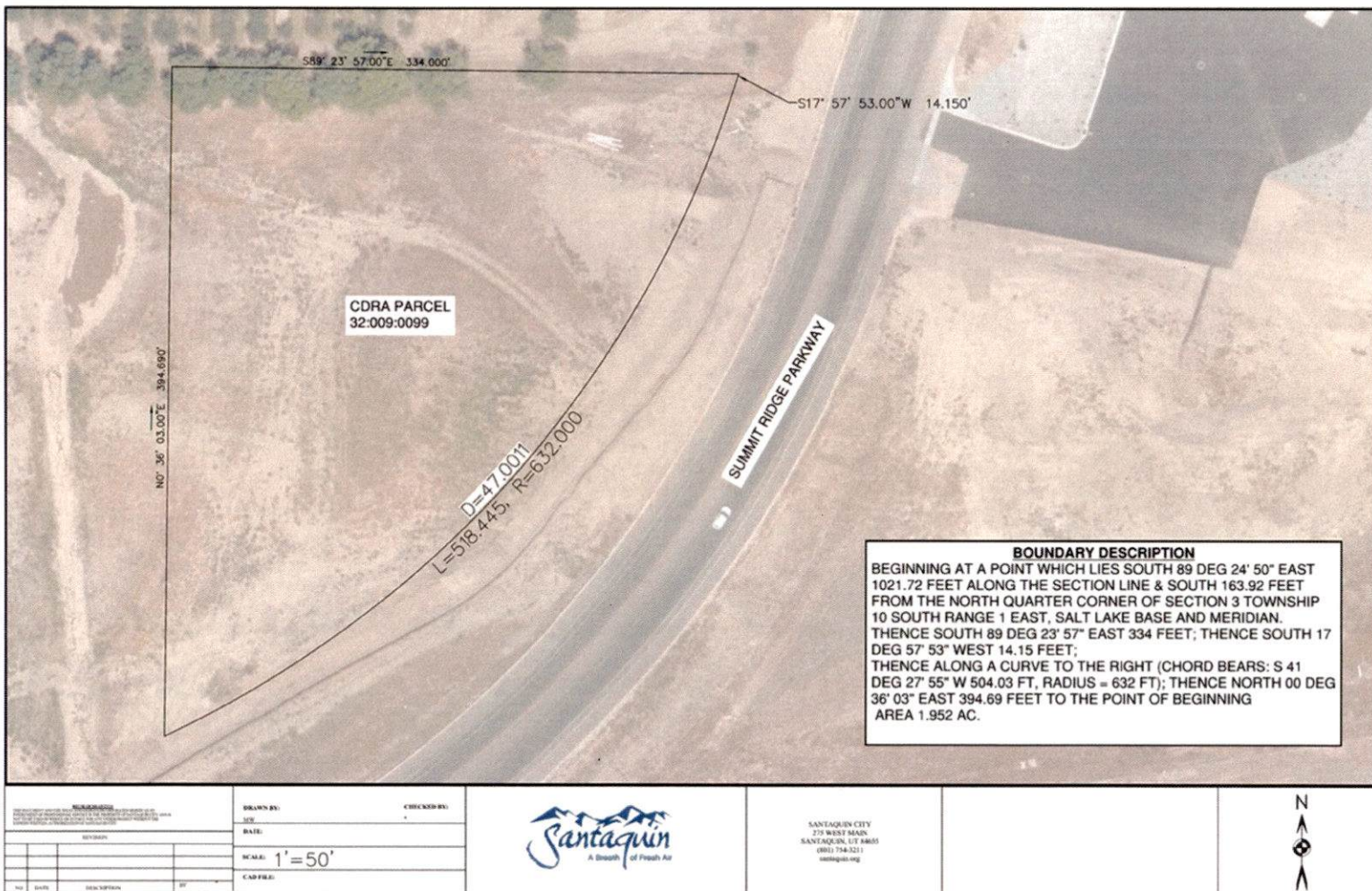
Notary Public 



EXHIBIT A
DESCRIPTION OF THE PROPERTY

EXHIBIT B

18



INDUSTRIAL PARK ARCHITECTURAL STANDARDS

Industrial Park Building Architectural Standards:

1. **Development Theme:** The architectural standards for the industrial park property are intended to focus on the rural character and theme of the area. Building designers should consider the natural colors and materials of the surrounding area in concert with agrarian, craftsman, and other similar rural forms when preparing plans for new building construction. The following standards should serve as the minimum to which new developments will adhere to, and designers are encouraged to incorporate other elements which may further the city's desires and intent.
2. **Minimum Building Footprint:** No minimum square foot requirements are specified for the industrial park property.
3. **Maximum Heights:** The maximum height of buildings on the Property shall be forty-eight feet (48'). However, architectural elements (e.g., domes, towers, spires, crosses, cupolas, finials, etc.) may exceed this maximum height limit, when specifically approved through the architectural review process.
4. **Buildings Materials:**
 - a. **Primary Exterior Materials:**
 - i. Primary exterior finish materials shall make up at least forty percent (40%) of the building after the transparent area is deducted. The percentage shall be based on the entire area of the building. Rear and side elevations regularly visible from adjacent public rights of way should have at least twenty percent (20%) primary exterior finish materials. Rear elevation or service area visibility considerations shall take into account planned landscaping, fencing, and topographic viewing limitations.
 - ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels, EIFS (stucco) shall be prohibited as a primary building material.
 - b. **Secondary Materials and Trim Materials:** Secondary materials and trim materials shall complement the primary materials in texture and scale and provide enough contrast to be visible. EIFS materials may be utilized as secondary materials and trim.
 - c. **Accessory Structures:** Accessory structures shall incorporate similar architectural elements or types of primary materials and colors as the associated structure.
 - d. **Material Colors:** Material colors should consist of earth tones, and colors as can be readily or were historically found around the Santaquin area, e.g., natural shades of wood, stone, or brick. The use of high intensity colors, primary colors, metallic colors, black or fluorescent colors is not permitted for primary exterior materials. Secondary materials and trim materials shall complement the primary material colors.
5. **Building Entrances:**

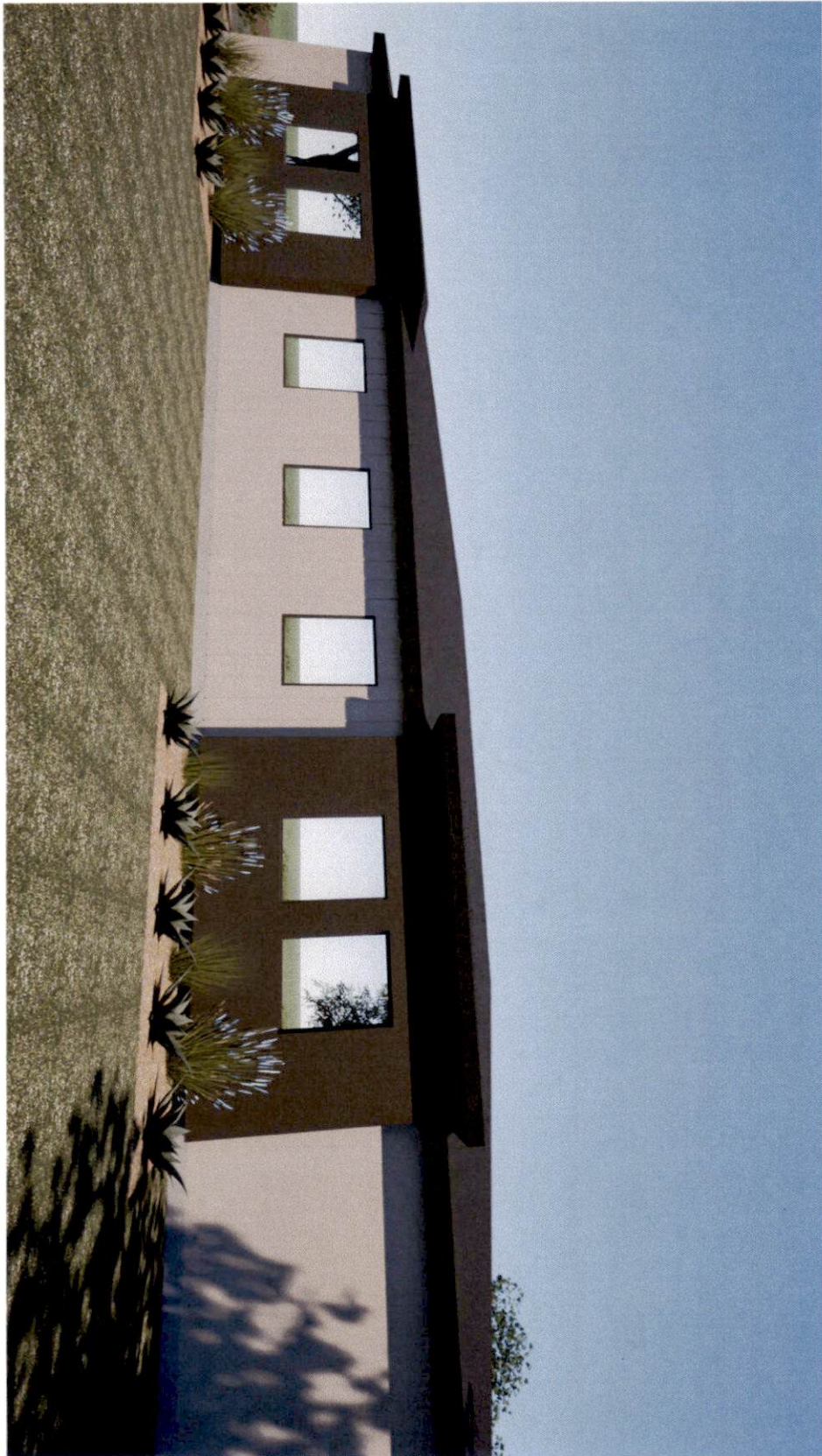
- a. Main Entrances must be well defined from access drives, pedestrian links, public plazas, and major parking areas with one or more of the following:
 - i. Roof elements such as gable ends,
 - ii. Canopy, awnings, overhang, or arch above the entrance (columns and pillars),
 - iii. Recesses or projections in the building facade surrounding the entrance,
 - iv. Display windows surrounding the entrance.
 - b. Public entrances, patios, faux windows or dining areas appropriate to the establishment should be provided on any building side facing a public street. Secondary public/customer entrances on the rear or side of buildings should be given architectural consideration similar to the primary entrances. Service and employee only entrances not visible from a publicly utilized area are excluded from similar consideration requirements.
- 6. Building Elevations that front a public street:
 - a. Building faces that front a public street must incorporate architectural features or treatments every thirty to forty feet (30' to 40') to diminish building mass. The following techniques should be used to accomplish this requirement; additional techniques proposed by the applicant may be considered by the architectural review committee:
 - i. Variations in facade color, texture, or both.
 - ii. Variations in roof forms and heights of roof elements.
 - iii. Compositions that emphasize floor lines, or otherwise express rhythms and patterns of windows, columns, and other architectural features.
 - iv. Express the position of each floor in the external design. Terracing, articulated structural elements, a change in materials, or the use of belt courses or similar horizontal trim bands of contrasting color and/or materials can be used to define floor lines.
 - v. Use of windows, trellises, wall articulation, arcades, material changes, awnings or other features to avoid blank walls at ground floor levels.
 - vi. Use of materials relatable to human proportions, such as brick, tile, modular stone, stucco, glass and decorative tiles.
 - vii. Columns, pilasters, canopies, porticoes, awnings, brackets, arches or other such architectural features.
 - viii. Additional landscaping elements along building walls.
 - b. Material elements such as primary and secondary building materials, banding, cornice elements, pilasters, pillars, canopies, etc., must be continued around building corners and only terminate at interior wall corners or as part of a logical terminus feature.
- 7. Windows: The design and amount of window area on a building can minimize the expanse of blank walls. Windows and/or faux glazing materials should be utilized along building fronts. The following standards shall apply:
 - a. All windows should be designed with three-dimensional relief or material highlighting elements which accent the window locations and provide visual breaks to the facade of the building (e.g., dormers, sills, etc.). Where appropriate, varying window designs, such as bay windows, corner windows, circle tops, or windows

- having grille patterns, shutters, etc., should be considered to add visual interest and character to buildings.
- b. Use of clearstory or faux windows should be considered where facades exceed twenty-five feet (25') in height. Functionality and architectural integrity should be maintained in addition to addressing the articulation of upper-level facades.
8. Use Of Awnings, Canopies, And Arbors: Awnings, canopies and arbors shall be designed to fit within the architecture of the buildings to which they are attached or located adjacent to and serve to enhance the exterior of the building as an articulation and aesthetic element.
- a. Awnings or canopies shall project at least 3.0 feet from the building when located over a pedestrian traffic area and no less than two feet (2') otherwise.
 - b. A minimum clearance above sidewalk grade or building entrances of eight feet (8') to the bottom of the framework shall be maintained when located over a pedestrian traffic or entrance area.
 - c. The top of the framework may not extend above a vertical wall terminus nor cover any architectural elements.
9. Roof Designs And Parapets:
- a. Where roof mounted equipment is present:
 - i. Screening such as parapets, architecturally designed enclosures, etc., shall be provided to reasonably screen all roof equipment from being visible three hundred feet (300') away from the building. Special consideration should be given to the varied topographic conditions around Santaquin when designing such screening.
 - ii. Where approved screening of roof equipment is provided and the potential exists for roof equipment to still be visible from neighboring major transportation corridors, the equipment should be clustered and painted the same color as the adjacent building/roof colors so as to minimize the visibility of the equipment. Additional screening at site boundaries may also be an appropriate mitigation measure in this instance.
 - b. Sloped roofs or forms should have a minimum one to twelve (1:12) pitch.

EXHIBIT C
SITE PLAN AND BUILDING TYPES







**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 10-01-2025-CDA
APPROVAL OF ADDENDUM #1 TO THE ALIKA FISHER
REAL PROPERTY PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on July 1, 2025, the Agency ("Seller") approved Resolution 07-01-2025-CDA, approving an agreement with Alikia Fisher ("Buyer"), for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, the Agency and Alikia Fisher desire now to amend certain provisions of the Purchase Agreement;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

- SECTION 1:** The attached Addendum #1 (One) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Alikia Fisher, ("Addendum #1") is hereby approved.
- SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute Addendum #1 and all documents necessary to approve and effectuate the provisions thereof.
- SECTION 3:** This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 7th day of October, 2025.


Daniel M. Olson, Board Chair

Attest:



Amalie R. Ottley, Secretary

Board Member Art Adcock
Board Member Brian Del Rosario
Board Member Travis Keel
Board Member Lynn Mecham
Board Member Jeff Siddoway

Voted YES
Voted YES
Voted YES
Voted YES
Voted YES

**ADDENDUM #1 (ONE) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND ALIKA
FISHER**

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of October 7, 2025, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah ("Seller") and **ALIKA FISHER**, a Resident of the State of Utah ("Buyer"). Seller and Buyer are herein sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Real Property Purchase Agreement dated July 1, 2025 (the "**Purchase Agreement**"), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 1.95 acres of real property located within the City of Santaquin, Utah (the "**Property**"), more particularly described in the Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #1 (One) to the Real Property Purchase Agreement as follows:

1. Section 5; **Closing**. The first sentence is changed to begin as follows:
"This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 155 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit." The remainder of the section shall remain as set forth in the Purchase Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 1 (One) to the Real Property Purchase Agreement on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: October 7, 2025.



DANIEL M. OLSON, Chair

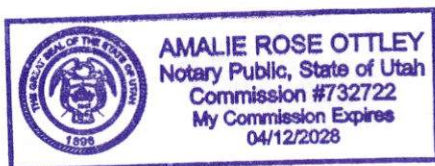
ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 7th day of October, 2025, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.


Notary Public 



BUYER:

ALIKA FISHER, a resident of Utah

By:


Alika Fisher, Owner

DATE: 10/17, 2025.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 7th day of October, 2025, personally appeared before me,
Alika Fisher, who, after being duly sworn, acknowledged to me that he is authorized to execute
this document and who executed the same.



Notary Public 