



## CITY COUNCIL REGULAR MEETING

Tuesday, July 16, 2024, at 7:00 PM  
Council Chambers at City Hall Building and Online  
110 S. Center Street, Santaquin, UT 84655

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### 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://bit.ly/2P7ICfQ> 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.](#) 06-28-2024 Special City Council Meeting
- [2.](#) 07-02-2024 City Council Work Session
- [3.](#) 07-02-2024 City Council Regular Meeting

#### Bills

- [4.](#) City Expenditures from 6-28-2024 to 7-12-2024 in the amount of \$1,609,487.82.

#### Items

- [5.](#) Out of State Training Request - Norm Beagley & Jason Bond

### RECOGNITIONS AND PUBLIC FORUM

#### Recognitions

- [6.](#) Employee of the Month - Clint Hunter

#### Public Forum

### BUILDING PERMIT & BUSINESS LICENSE REPORT

## NEW BUSINESS

### Discussion & Possible Action

7. Discussion & Possible Action - Award of Abatement and Demolition of Old Jr. High School and Senior's Buildings
8. Discussion & Possible Action - Update to Employee Personnel Handbook Regarding Juneteenth Holiday

## CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

9. Resolution 07-03-2024 CDA - Approval of Addendum #5 to the LG SQ2, LLC Real Estate Purchase Agreement

## REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

### REPORTS BY MAYOR AND COUNCIL MEMBERS

**EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)


**EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

### 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.org](http://www.santaquin.org), 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:

  
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Amalie R. Ottley, City Recorder



**REGULAR CITY COUNCIL MEETING**  
Tuesday, June 28, 2024 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 Travis Keel, Lynn Mecham, Jeff Siddoway, and Brian Del Rosario.

Councilor Adcock was excused from the meeting.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, City Recorder Amalie Ottley, and Finance Director Shannon Hoffman.

No members of the public attended the meeting.

**PLEDGE OF ALLEGIANCE**

City Recorder Amalie Ottley led the Pledge of Allegiance.

**INVOCATION/INSPIRATIONAL THOUGHT**

Councilor Mecham offered an inspirational thought.

**DECLARATION OF POTENTIAL CONFLICTS OF INTEREST**

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

**FORMAL PUBLIC HEARING**

**1. Public Hearing: FY 2023-2024 Budget Amendment #4**

Councilor Mecham made a motion to enter into a Public Hearing to address the FY 2023-2024 Budget Amendment #4. Councilor Siddoway seconded the motion.

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

The motion passed.

The Public Hearing began at 5:05 p.m.

No members of the public wished to address the City Council in the Public Hearing.

Councilor Mecham made a motion to end the Public Hearing. Councilor Keel seconded the motion.

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

The motion passed.

The Public Hearing ended at 5:05 p.m.

### **NEW BUSINESS**

#### **2. Resolution 06-06-2024 – Approval of FY 2023-2024 Budget Amendment #4**

Councilor Del Rosario made a motion to approve Resolution 06-06-2024 – Approval of FY 2023-2024 Budget Amendment #4. Councilor Mecham seconded the motion.

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

The motion passed.

### **CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

Councilor Mecham made a motion to enter into a Community Development and Renewal Agency (CDRA) Board Meeting. Councilor Siddoway seconded the motion.

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

The motion passed.

The CDRA Meeting began at 5:14 p.m.

#### **3. Discussion & Possible Action: Approval of CDRA FY 2023-2024 Expenditures**

Board Member Del Rosario made a motion to approve the CDRA FY 2023-2024 Expenditures. Board Member Keel seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes

Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

Board Member Del Rosario made a motion to end the CDRA Board Meeting and reconvene the Regular City Council Meeting. Board Member Siddoway seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

The CDRA Board Meeting ended, and the Regular City Council Meeting reconvened at 5:17 p.m.

#### **CONVENE OF THE SANTAQUIN LOCAL BUILDING AUTHORITY**

Councilor Del Rosario made a motion to enter into a Local Building Authority (LBA) Board Meeting. Councilor Siddoway seconded the motion.

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

The motion passed.

The LBA Meeting began at 5:17 p.m.

#### **4. Discussion & Possible Action: Approval of LBA FY 2023-2024 Expenditures**

Board Member Keel made a motion to approve the LBA FY 2023-2024 Expenditures. Board Member Siddoway seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

Board Member Mecham made a motion to end the LBA Board Meeting and reconvene the Regular City Council Meeting. Board Member Keel seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

The LBA Meeting ended, and the Regular City Council Meeting reconvened at 5:18 p.m.

**CONVENE OF THE SANTAQUIN SPECIAL SERVICE DISTRICT**

Councilor Siddoway made a motion to enter into a Santaquin Special Service (Water) District (SWD) Board Meeting. Councilor Keel seconded the motion.

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

The motion passed.

The SWD Meeting began at 5:19 p.m.

**5. Discussion & Possible Action: Approval of SSD FY 2023-2024 Expenditures**

Board Member Keel made a motion to approve the SWD FY 2023-2024 Expenditures. Board Member Mecham seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

Board Member Siddoway made a motion to end the SWD Board Meeting and reconvene the Regular City Council Meeting. Board Member Mecham seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The SWD Board Meeting ended, and the Regular City Council Meeting reconvened at 5:20 p.m.

**ADJOURNMENT**

Councilor Mecham made a motion to adjourn the meeting. Councilor Siddoway seconded the motion.

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

The motion passed.

The meeting was adjourned at 5:21 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Amalie R. Ottley, City Recorder**

DRAFT



## CITY COUNCIL WORK SESSION MEETING

Tuesday, July 2, 2024 at 5:30 PM

Court Room/Council Chambers (2<sup>nd</sup> floor) and Online

### MINUTES

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

#### ROLL CALL

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

Councilor Adcock joined the meeting via Zoom.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, and City Recorder Amalie Ottley.

No other members of the public attended the meeting.

Due to technical issues, the meeting was not broadcast on YouTube. An audio recording is available for the meeting.

#### PLEDGE OF ALLEGIANCE

Councilor Mecham led the Pledge of Allegiance.

#### INVOCATION/INSPIRATIONAL THOUGHT

Councilor Keel offered an inspirational thought.

#### DISCUSSION ITEMS

##### 1. Juneteenth Holiday Discussion

Mayor Olson brought up the discussion regarding whether the City should recognize the Juneteenth Holiday by closing the city offices and services on that day each year. Mayor Olson discussed the emancipation proclamation and the significance it played in our country's history. Though the mayor believes that the City should, in some way, celebrate the significance of the holiday, he asked the members of the council to discuss how it may or may not impact the city. Council members discussed at length different options for how the City may recognize the holiday and if it would be added as another holiday to the employee manual, or if it would be traded for one of the existing personal days that employees already have, or if City offices would be closed at all. Councilor Del Rosario expressed his concern with the City giving a day off for all employees on a specific holiday and not being able to keep up with many different culturally important holidays and ethnicities. Councilor Del Rosario also commented on the importance of having a comparable benefits package to surrounding areas (cities). Councilor Siddoway agreed that the holidays offered by the City should be similar to other cities. The mayor and council members discussed the difficulty and potential financial implications of giving employees another day off in the year. Councilor Del Rosario discussed how floating holidays can



accommodate many different employees' cultures and ethnicities. Councilor Adcock expressed his agreement that the holiday be added, but not without trading it for one of the floating personal days offered to employees. Councilor Mecham and Keel discussed their feelings that the City should recognize the significance of Juneteenth as it highlights the country's fight for freedom. Councilor Mecham asked that City staff have different proposals ready to vote on at the City Council meeting in two weeks so that the full council can vote on and determine the best way to move forward.

**2. Upcoming Agenda Items**

Manager Beagley discussed with members of the City Council items on the upcoming Regular City Council Meeting agenda.

**ADJOURNMENT**

Councilor Siddoway motioned to adjourn the Work Session Meeting. Councilor Del Rosario seconded the motion.

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

Motion passed unanimously.

The meeting was adjourned at 6:25 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Amalie R. Ottley, City Recorder**



**REGULAR CITY COUNCIL MEETING**  
Tuesday, July 2, 2024 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 Brian Del Rosario, Travis Keel, Lynn Mecham, and Jeff Siddoway.

Councilor Adcock was excused from the meeting.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich, City Recorder Amalie Ottley, Jim Rowland and Kd Apgood (Payson Santaquin Area Chamber of Commerce), Scott Jackson (Wasatch Steel) Steve Stringham, Race Ostler, Sid Jorgensen, Russell Jorgensen, Trevor Ottley, Brooklyn Ottley, and Jackson Ottley.

Due to technical issues, the meeting was not broadcast on YouTube. An audio recording is available for the meeting.

**PLEDGE OF ALLEGIANCE**

Jim Rowland led the Pledge of Allegiance.

**INVOCATION/INSPIRATIONAL THOUGHT**

Councilor Mecham offered an inspirational thought.

**DECLARATION OF POTENTIAL CONFLICTS OF INTEREST**

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

**CONSENT AGENDA**

1. 06-18-2024 City Council Work Session Minutes
2. 06-18-2024 City Council Regular Meeting Minutes
3. City Expenditures from 06/15/2024 to 06/27/2024 in the amount of \$2,322,592.78.

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

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

The motion passed.

### **PUBLIC FORUM**

Assistant Manager Bond recognized City Recorder Amalie Ottley for her recent Utah Certified Clerk certification through Southern Utah University and the Utah Municipal Clerk's Association. Amalie thanked the City and her family for their support.

4. Jim Rowland from the Payson Santaquin Area Chamber of Commerce attended the meeting. He updated the council members of the Passport to Summer and Hometown Market activities happening this season. He introduced the chamber's new Marketing Director Kd Appgood. She expressed her excitement to be working for the chamber. Lastly, Jim recognized the Chamber's Business of the Month Stringham's Hardware. Steve Stringham attended the meeting to accept the award.

### **NEW BUSINESS**

#### **5. Resolution 07-01-2024 - Bello Corner Subdivision Deferral Agreement**

The applicant, Race Ostler, attended the meeting. Mayor Olson presented the Bello Subdivision Deferral Agreement. Council members agreed that the deferral agreement was straightforward.

Council Member Keel made a motion to approve Resolution 07-01-2024 – Bello Corner Subdivision Deferral Agreement. Council Member Del Rosario seconded the motion.

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

The motion passed.

#### **6. Resolution 07-02-2024 - Approval of USPS Temporary Construction Easement**

Manager Beagley presented both resolutions 07-02-2024 and 07-03-2024 approving easements at the USPS building during the Main Street reconstruction project.

Council Member Siddoway made a motion to approve Resolution 07-02-2024 - Approval of USPS Temporary Construction Easement. Councilor Mecham seconded the motion.

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

The motion passed.

**7. Resolution 07-03-2024 - Approval of USPS Sidewalk Easement**

Councilor Mecham made a motion to approve Resolution 07-03-2024 – Approval of USPS Sidewalk Easement under the spending authority of the City Manager. Councilor Keel seconded the motion.

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

The motion passed.

**CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT & RENEWAL AGENCY**

Councilor Mecham made a motion to enter into a Community Development and Renewal Agency (CDRA) Board Meeting. Councilor Siddoway seconded the motion.

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

The motion passed.

The CDRA Meeting began at 7:27 p.m.

**8. Resolution 07-01-2024 CDA - Approval of Addendum #1 to the Hyve Homes (Wasatch Steel) Purchase Agreement**

The applicant, Scott Jackson (K&S Capital) attended the meeting. He discussed with the mayor and council members that he anticipates that the Wasatch Steel business may be opening at the end of 2024 to early 2025. He expressed his excitement for his business to be a part of the Santaquin community.

Board Member Del Rosario made a motion to approve Resolution 07-01-2024 CDA - Approval of Addendum #1 to the Hyve Homes (Wasatch Steel) Purchase Agreement. Board Member Keel seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

**9. Resolution 07-02-2024 CDA - Real Property Purchase Agreement**

The applicants, Sid and Russell Jorgensen attended the meeting. They also expressed their excitement to buy property in the Santaquin Peaks Industrial subdivision.

Board Member Mecham made a motion to approve Resolution 07-02-2024 CDA - Real Property Purchase Agreement pending final legal review. Board Member Del Rosario seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

Board Member Siddoway made a motion to end the CDRA Board Meeting and enter back into the Regular City Council meeting. Board member Del Rosario seconded the motion.

Board Member Adcock	Absent
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed.

The CDRA Board Meeting ended, and the Regular City Council Meeting reconvened at 7:42 p.m.

**REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON**

Assistant Manager Bond went over items on upcoming DRC and Planning Commission agendas. He indicated that Senior Planner Ryan Harris is currently working on this years' Moderate Income Housing Report. Lastly, Assistant Manager Bond discussed the Employee Wellness Program with this quarter's focus being on Financial Wellness.

Manager Beagley discussed ongoing projects in the City. He discussed the progress of the work being done on both the Main Street Reconstruction project and the Central Utah Project Utah Lake System pipeline.

Councilor Del Rosario reported on the Chamber of Commerce's work toward the Hometown Market and other events. He encouraged business owners to attend the monthly Santaquin Breakfast Club at the City Hall Building on the 3<sup>rd</sup> Wednesday of each month. He commended the Chamber's efforts to boost social media campaigns and expressed his excitement to work with Kd Apgood who was introduced earlier in the meeting. He asked staff if the contributions to the Chamber of Commerce could be considered at an upcoming meeting.

Councilor Siddoway reported on the Hometown Market and Sounds of Santaquin Movie night. He stated he recently attended an Orchard Days Rodeo Committee meeting and looks forward to this year's rodeo nights. He also encouraged members of the community to eat at Chubby's Grill in Payson who are currently supporting Santaquin Main Street businesses during this construction season with a raffle.

Councilor Mecham expressed his gratitude to live in such a great place.

Councilor Keel reported on the Youth City Council activities and upcoming elections.

Mayor Olson reported on the progress to open Santaquin Canyon. He discussed the bike skills park construction kickoff meeting. Lastly, he discussed the ongoing efforts to work with Utah County and Juab County to readjust the county lines at the southern end of the City.

**ADJOURNMENT**

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

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

The motion passed.

The meeting was adjourned at 8:00 p.m.

ATTEST:

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Daniel M. Olson, Mayor

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Amalie R. Ottley, City Recorder

**SANTAQUIN CITY CORPORATION**  
**Check Register**  
**CHECKING - ZIONS - 06/28/2024 to 07/12/2024**

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
ACE RENTS INC.	7/11/2024	\$485.09	Flood mitigation for City Hall	1051300 - BUILDINGS & GROUND MAINTENANCE
APPLICANTPRO	7/11/2024	\$230.00	Hiring Software - August	4340500 - SOFTWARE EXPENSE
AT&T MOBILITY	6/28/2024	\$233.16	Cellphone and iPad services	7657280 - TELEPHONE
BANK OF UTAH - ATTN: JARED ANDERSON	7/1/2024	\$40,589.25	Interest - 2018 Excise Tax Rev Bonds	4540882 - 2018 ROAD BOND - INTEREST
BANK OF UTAH - ATTN: JARED ANDERSON	7/1/2024	\$428,000.00	Principal - 2018 Excise Tax Rev Bonds	4540881 - 2018 ROAD BOND - PRINCIPAL
		\$468,589.25		
BETTIS, RICHARD	7/11/2024	\$680.00	Restitution - Bettis	1022430 - COURT FINES AND FORFEITURES
BIG O TIRES - SANTAQUIN	6/28/2024	\$45.00	Moos Vehicle Emissions	1054250 - EQUIPMENT MAINTENANCE
BIRRELL BOTTLING COMPANY	7/11/2024	\$45.88	Breakroom Supplies	1042240 - SUPPLIES
BLOMQUIST HALE CONSULTING	7/11/2024	\$516.80	Employee Assistance Program - July 2024	1022506 - EAP
BLUE STAKES OF UTAH 811	6/28/2024	\$84.76	Blue stakes	5140210 - BOOKS, SUBSCRIPTIONS & MEMBERS
BLUE STAKES OF UTAH 811	6/28/2024	\$84.77	Blue stakes	5240210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
BLUE STAKES OF UTAH 811	6/28/2024	\$84.77	Blue stakes	5440210 - BOOKS, SUBSCRIPTIONS & MEMBERS
		\$254.30		
BLUELINE BACKGROUND SCREEN	6/28/2024	\$29.00	Pre-Employment Background Check	1043310 - PROFESSIONAL & TECHNICAL
BLUELINE BACKGROUND SCREEN	6/28/2024	\$47.00	Pre-employment Background Checks	1043310 - PROFESSIONAL & TECHNICAL
		\$76.00		
BRADSHAW, MCKINZIE	7/11/2024	\$103.94	McKinzie 2 pairs work shoes	1054240 - SUPPLIES
BRANDED DESIGNS LLC	7/1/2024	\$3,500.00	Participant Hats	6240260 - RODEO EXPENSE
BSN SPORTS	7/11/2024	\$3,346.90	Soccer Goals	6140740 - CAPITAL VEHICLE & EQUIPMENT
BSN SPORTS	7/11/2024	\$11,783.22	Volleyball Standards	6640720 - RAP TAX EXPENSE
		\$15,130.12		
BUFFO'S TERMITE & PEST CONTROL	6/28/2024	\$170.00	Rodent bait for Harvest View	1070300 - PARKS GROUNDS SUPPLIES
BYWATER SOLUTIONS	7/11/2024	\$1,854.00	Library Koha Support and Hosting- Annual Fee	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
CARQUEST AUTO PARTS STORES	6/28/2024	\$3.59	Spark Plug for mower	1070250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	6/28/2024	\$10.77	Spark Plugs for mowers	1070250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	7/11/2024	\$13.12	Belts for fan at Summit Ridge Well	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	7/11/2024	\$13.64	Street Mower	1070250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	6/30/2024	\$63.33	Loader parts	1060250 - EQUIPMENT MAINTENANCE
		\$104.45		
CENTRACOM INTERACTIVE	7/11/2024	\$4,085.76	Telephone & Internet Services	4340240 - TELEPHONE & INTERNET
CENTURY EQUIPMENT COMP	7/11/2024	\$504.80	Filters for Backhoes	1060250 - EQUIPMENT MAINTENANCE
CHEMTECH-FORD, INC	6/28/2024	\$60.00	Bac-T Testing for Hollow Flats Development	1022450-932 - (INSP & TESTING)Tanner Flats Santaquin Phase 01
CHEMTECH-FORD, INC	7/11/2024	\$164.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	7/11/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$374.00		
CHILD SUPPORT SERVICES/ORS	7/5/2024	\$356.31	Garnishment - Child Support	1022420 - GARNISHMENTS

CORPORATE TRADITIONS	7/11/2024	\$100.00	Recognition for certification - Ottley	1043480 - EMPLOYEE RECOGNITIONS
CORPORATE TRADITIONS	7/11/2024	\$25.00	July Employee of the Month	1043480 - EMPLOYEE RECOGNITIONS
CORPORATE TRADITIONS	6/30/2024	\$160.00	July Birthdays	1043480 - EMPLOYEE RECOGNITIONS
		\$285.00		
CORRIENTE SADDLE CO	7/11/2024	\$8,575.00	Saddles	6240260 - RODEO EXPENSE
CRSA	6/28/2024	\$9,366.32	City Hall Library Design	4140704 - NEW CITY HALL
CUSTOM SIGNWORKS, LLC	7/11/2024	\$169.00	Trail Signs	5740733 - PROSPECTOR VIEW PARK
CUSTOM SIGNWORKS, LLC	7/11/2024	\$217.00	Tennis Court Signs	6140335 - MISC SUPPLIES
CUSTOM SIGNWORKS, LLC	7/11/2024	\$381.00	Archery and DWR Signs	6840725 - YOUTH ENRICHMENT
		\$767.00		
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	-\$10.86	Fuel - Engineering	1048260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$87.43	Fuel - Administration	1043260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$188.87	Fuel - Building Inspections	1068260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$209.51	Fuel - Community Services	6740260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$264.19	Fuel - EMS	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.16	Fuel - Public Works	1077260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.17	Fuel - Public Works	1060260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.17	Fuel - Public Works	1070260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.17	Fuel - Public Works	5140260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.17	Fuel - Public Works	5240260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$373.17	Fuel - Public Works	5440260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$1,202.25	Fuel - Fire	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	7/11/2024	\$4,205.60	Fuel - Police	1054260 - FUEL
		\$8,386.00		
DISCOUNT GLASS	6/28/2024	\$350.00	Windshield for EM suv to pass inspection	7657250 - FIRE - EQUIPMENT MAINTENANCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING	6/28/2024	\$1,488.01	2024 4th Quarter Building Permit Fee Surcharge Collections Quarterly Report	1068320 - BUILDING PERMIT STATE FEES
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING	6/28/2024	\$1,633.77	2024 3rd Quarter Building Permit Fee Surcharge Collections Quarterly Report	1068320 - BUILDING PERMIT STATE FEES
		\$3,121.78		
DR HORTON	7/11/2024	\$30.00	Refund: 35913050 - DR HORTON	5113110 - ACCOUNTS RECEIVABLE
DUWEL, SHIANNE & LUKE *	7/11/2024	\$66.53	Refund: 6310022 - DUWEL, SHIANNE & LUKE *	5113110 - ACCOUNTS RECEIVABLE
EFTPS	7/10/2024	\$5,845.04	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	7/10/2024	\$14,315.14	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	7/10/2024	\$24,992.36	Social Security Tax	1022210 - FICA PAYABLE
		\$45,152.54		
EKINS ORCHARDS, LLC	7/11/2024	\$41,779.20	Release of Fee for Withdrawn Application of Ekings Orchards Annexation	1032220 - PLANNING & ZONING FEES
ERIKS NORTH AMERICA, INC	7/11/2024	\$99.20	Ball valve B142	7657250 - FIRE - EQUIPMENT MAINTENANCE
FIG UT 1	7/11/2024	\$621,685.05	Construction bond release #2 for the Silver Oaks Subdivision	1022450-964 - (WNTY)Silver Oaks Subdivision
FORENSIC NURSING SERVICES LLC	6/28/2024	\$160.00	Blood/Urine/Triage 24SQ02404	1054311 - PROFESSIONAL & TECHNICAL
FP MAILING SOLUTIONS	6/28/2024	\$104.85	Meter Machine Lease - City Hall	1043310 - PROFESSIONAL & TECHNICAL
FREEDOM MAILING SERVICES, INC	6/28/2024	\$72.66	Community News	6740610 - OTHER SERVICES
FREEDOM MAILING SERVICES, INC	6/28/2024	\$988.42	Bill Processing	5140241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	6/28/2024	\$988.43	Bill Processing	5240241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	6/28/2024	\$988.43	Bill Processing	5440241 - UTILITY BILLING PROCESSING FEES
		\$3,037.94		
GUNTHERS HEATING, COOLING, PLUMBING & SOLAR	7/11/2024	\$946.50	Maintenance contract	1051300 - BUILDINGS & GROUND MAINTENANCE



HANSEN, ALLEN & LUCE, INC	7/11/2024	\$67.00	Hansen, Allen and Luce Lead and Service line inventory services	5140310 - PROFESSIONAL & TECHNICAL SVCS
HENRY SCHEIN	7/11/2024	\$1,359.52	Medications and Supplies	7657242 - EMS - SUPPLIES
HENRY SCHEIN	7/11/2024	\$29.00	Medications- Ondansetron	7657242 - EMS - SUPPLIES
HENRY SCHEIN	7/11/2024	\$921.28	Medications-Ketamine	7657242 - EMS - SUPPLIES
		\$2,309.80		
HOWARD, CORI	7/11/2024	\$150.00	Sashes	6240260 - RODEO EXPENSE
HUMPHRIES INC	7/11/2024	\$127.23	Medical supplies Oxygen	7657242 - EMS - SUPPLIES
HURST, ROD	6/28/2024	\$107.34	12 Gauge Shotgun Ammo for PD Shooting Activity	1054240 - SUPPLIES
HYDROPOINT DATA SYSTEMS, INC	7/11/2024	\$1,039.00	Smart clock subscription	1077300 - CEMETERY GROUNDS MAINTENANCE
HYDROPOINT DATA SYSTEMS, INC	7/11/2024	\$4,156.00	Smart clock subscription	1070300 - PARKS GROUNDS SUPPLIES
		\$5,195.00		
INGRAM BOOK GROUP	7/11/2024	\$77.12	summer reading program	7240320 - PROGRAMS
INTERMOUNTAIN FARMERS, INC.	7/11/2024	\$264.97	Spray for cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
INTERMOUNTAIN FARMERS, INC.	7/11/2024	\$1,439.85	Fertilizer for Harvest View	1070300 - PARKS GROUNDS SUPPLIES
		\$1,704.82		
INVENGO AMERICAN CORP.	7/11/2024	\$125.67	Library Subscription	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
J-U-B ENGINEERING	6/30/2024	\$15,469.46	J-U-B Construction Engineering for Main Street Project	4140740 - MAIN STREET PROJECT
JARRETT, JESS	6/30/2024	\$30.00	Work boot reimbursement	1060350 - SAFETY & PPE
JARRETT, JESS	6/30/2024	\$30.00	Work boot reimbursement	1070350 - SAFETY - PPE
JARRETT, JESS	6/30/2024	\$30.00	Work boot reimbursement	5140350 - SAFETY & PPE
JARRETT, JESS	6/30/2024	\$30.00	Work boot reimbursement	5240350 - SAFETY & PPE
JARRETT, JESS	6/30/2024	\$30.00	Work boot reimbursement	5440350 - SAFETY & PPE
		\$150.00		
JOHN H. JACOBS, P.C.	6/28/2024	\$3,499.94	Public Defender Services - June 2024	1042332 - LEGAL - PUBLIC DEFENDER
JONES, JENNIFER	7/11/2024	\$10.00	Car Show entry reimbursement	6240245 - ORCHARD DAYS MISCELLENOUS
KEELE, STEVEN D.	7/1/2024	\$400.00	Concert in the Park	6640720 - RAP TAX EXPENSE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$192.15	Ac repair for water truck	5140250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Clark Vehicle Emissions	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Lerwill Vehicle Emissions	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Bell Vehicle Emissions	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Wall Vehicle Emissions	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Lowham (old vehicle) Emissions	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Emissions on vehicles	7657250 - FIRE - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Emissions	7657250 - FIRE - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Emissions	1060250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	6/28/2024	\$35.00	Emmissions Fun Bus	6740250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	7/11/2024	\$515.89	Truck Repairs	6740250 - EQUIPMENT MAINTENANCE
		\$1,023.04		
KEN'S AUTO BODY	6/30/2024	\$3,775.89	Vehicle Repair for 2022 Ford F-150 Police Responder - VIN# 1FTFW1P86NKD43143 - Claim# F1P4265	1022561 - INSURANCE CLAIMS - VEHICLES
KEN'S AUTO BODY	6/30/2024	\$3,416.65	Vehicle Repair for 2023 Ford F-150 Public Works Truck - VIN# 1FTFW1E84PFC78744 - Claim# F1P4821	1022561 - INSURANCE CLAIMS - VEHICLES
KEN'S AUTO BODY	6/30/2024	\$6,432.28	Vehicle Repair for 2022 Ford F-150 Police Responder - VIN# 1FTFW1P86NKD43143 - Claim# F1P7852	1022561 - INSURANCE CLAIMS - VEHICLES
		\$13,624.82		
KNUDSEN, ALEXANDER RAND	7/11/2024	\$644.00	REISSUE CHECK 02/08/2024 VENDOR PAYMENT	1015800 - SUSPENSE
KNUDSEN, ALEXANDER RAND	7/11/2024	-\$644.00	REISSUE CHECK 02/08/2024 DID NOT RECEIVE VENDOR PAYMENT	1015800 - SUSPENSE
		\$0.00		

LASSITER, JAMES	7/11/2024	\$47.00	youth sport refund	6140665 - YOUTH SPORTS
LERWILL, AUSTIN & TALYR	6/28/2024	\$50.00	Congrats on new baby - Austin & Talyr Lerwill	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
LIND, RYAN	6/30/2024	\$270.56	Wildland Boots	7657700 - WILDLAND FIRE RES EXPENDITURES
MACEYS - SANTAQUIN	6/28/2024	\$30.54	Pickleball Tournament Supplies	6240251 - COMMUNITY EVENTS EXPENSE
MACEYS - SANTAQUIN	6/28/2024	\$14.27	pickleball tournament supplies	6240251 - COMMUNITY EVENTS EXPENSE
MACEYS - SANTAQUIN	6/30/2024	\$8.69		
		\$53.50		
MARVIN, WILLY	7/11/2024	\$30.00	Boots	1060350 - SAFETY & PPE
MARVIN, WILLY	7/11/2024	\$30.00	Boots	1070350 - SAFETY - PPE
MARVIN, WILLY	7/11/2024	\$30.00	Boots	5140350 - SAFETY & PPE
MARVIN, WILLY	7/11/2024	\$30.00	Boots	5240350 - SAFETY & PPE
MARVIN, WILLY	7/11/2024	\$30.00	Boots	5440350 - SAFETY & PPE
		\$150.00		
MCCLEARY, D	6/28/2024	\$908.25	basketball camp contract pay	6140665 - YOUTH SPORTS
MCMASTER-CARR	7/11/2024	\$19.01	VFD filter	5240250 - EQUIPMENT MAINTENANCE
MOUNTAIN ALARM	7/11/2024	\$175.00	Alarm Maintenance	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS	6/28/2024	\$6,250.00	MAG Additional Services (lobbying services)	4540210 - PROFESSIONAL SERVICES
MOUNTAINLAND SUPPLY	6/28/2024	\$476.00	Water parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$91,734.84	Mxuâ€™s	4140829 - PI METER UPGRADE PROJECT
MOUNTAINLAND SUPPLY	7/11/2024	\$1,137.48	Parts for water and PI	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$1,137.48	Parts for water and PI	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$325.63	Stick Pump (tools)	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$321.22	Water parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$2,085.70	Meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$2,085.70	Meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$2,085.71	Meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$44.93	Meter gaskets	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$100.47	Water parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$588.59	Main Street project	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$114.21	Manhole hook	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$38.07	Sewer hooks	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$76.14	Sewer lid hooks	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	7/11/2024	\$5,716.50	Meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$5,716.50	Meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$5,716.50	Meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	7/11/2024	\$1,194.58	Parts for pipe repair	5437122 - SUMMIT CREEK IRR REPAIRS REVENUE
		\$120,696.25		
MURDOCK FORD	7/11/2024	\$320.70	Parts for 2020 F-150	7657250 - FIRE - EQUIPMENT MAINTENANCE
MURDOCK FORD	7/11/2024	\$131.05	Oil for water trucks	5140250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	7/11/2024	\$249.74	4x4actuator	7657250 - FIRE - EQUIPMENT MAINTENANCE
		\$701.49		
NATIONAL BENEFIT SERVICES	6/28/2024	\$20.00	Cobra Open Enrollment Packets	1043310 - PROFESSIONAL & TECHNICAL
NEIL R THOMPSON & JANELLE GREEN *	6/28/2024	\$67.99	Refund: 5016000 - NEIL R THOMPSON & JANELLE GREEN *	5113110 - ACCOUNTS RECEIVABLE
NIELSON PLUMBING & MECHANICAL LLC	7/11/2024	\$17,360.00	PI meter project	4140829 - PI METER UPGRADE PROJECT
OIL CHANGERS	7/11/2024	\$106.16	Oil Changes, Clark & Tipler	1054250 - EQUIPMENT MAINTENANCE
OLSEN, PETER	7/11/2024	\$1,815.00	Unused inspection fees release	1022450-909 - (INSP)520 W Lark Lane Rd

OTTLEY, AMALIE	7/11/2024	\$358.11	Hotel: 2024 ULCT Convention (Jeff Siddoway) - Reimburse Amalie: accidentally used personal credit card	1041230 - EDUCATION, TRAINING & TRAVEL
OWEN EQUIPMENT	6/28/2024	\$170.06	Nozzle rebuild kit	5240250 - EQUIPMENT MAINTENANCE
PAY PLUS	7/11/2024	\$2.74	MEDICARE - ACH TRANSACTION FEES	7657211 - EMS BILLING SERVICES EXPENSE
PAYSON AUTO SUPPLY - NAPA	7/11/2024	\$283.80	Supplies and tools	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	7/11/2024	-\$69.72	Return	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	7/11/2024	\$8.08	B-141 repair	7657250 - FIRE - EQUIPMENT MAINTENANCE
		\$222.16		
PAYSON CITY SOLID WASTE	6/30/2024	\$6,874.84	Solids tipping fees	5240530 - WRF - SOLID WASTE DISPOSAL
PAYSON LOCK & KEY	7/11/2024	\$85.00	lock out fishing shed	6740300 - BUILDINGS & GROUNDS MAINTENANCE
PELORUS METHODS	7/11/2024	\$2,800.00	Accounting Software & Support	4340400 - PELORUS CONTRACT
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	6/28/2024	\$23.70	Noticing for Main Street Widening Project	4540306 - MAIN STREET WIDENING
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	6/28/2024	\$958.80	Website & Social Media Services	4340113 - WEBSITE CONTENT MGT - PEN&WEB
		\$982.50		
PIDJCO LLC	7/11/2024	\$1,248.00	Pidj sport texting	6140310 - PROFESSIONAL & TECHNICAL SERVICES
PIDJCO LLC	7/11/2024	\$1,248.00	Pidj event texting	6740310 - PROFESSIONAL & TECHNICAL
		\$2,496.00		
PURCELL TIRE & SERVICE CENTER	7/11/2024	\$725.25	Junk tires pick up	1060250 - EQUIPMENT MAINTENANCE
QUICKSCORES LLC	6/28/2024	\$28.00	Adult volleyball tournament bracket	6140670 - ADULT SPORTS
RAWLINSON, DANESSA	7/11/2024	\$120.00	Little Miss flowers	6240482 - LITTLE MISS
RED RHINO INDUSTRIAL	6/28/2024	\$157.91	Hardware for shop	1060240 - SUPPLIES
RED RHINO INDUSTRIAL	6/28/2024	\$157.91	Hardware for shop	5140240 - SUPPLIES
RED RHINO INDUSTRIAL	6/28/2024	\$157.91	Hardware for shop	5240240 - SUPPLIES
RED RHINO INDUSTRIAL	6/28/2024	\$157.91	Hardware for shop	5440240 - SUPPLIES
		\$631.64		
REPUBLIC SERVICES LLC #864	6/28/2024	\$63.91	Rec Dumpster	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$1,369.46	Dumpster service	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$964.32	Fuel Recovery Fee	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$1,997.52	Fuel Recovery Fee	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$3,420.76	Garbage Pickup Services (1286 2nd Cans)	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$13,959.68	Recycle Pickup Services (2296 Cans)	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$21,784.27	Disposal of Residential Waste (622.23 Tons)	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	6/30/2024	\$29,201.84	Garbage Pickup Services (4756 1st Cans)	1062311 - WASTE PICKUP CHARGES
		\$72,761.76		
REVERE HOMES	7/11/2024	\$70.07	REISSUE CHECK 02/02/2023 UTILITY REFUND NOT RECEIVED	1015800 - SUSPENSE
REVERE HOMES	7/11/2024	-\$70.07	REISSUE CHECK 02/02/2023 UTILITY REFUND NOT RECEIVED	1015800 - SUSPENSE
		\$0.00		
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	-\$1,888.40	Customer Deposit for MS Licensing Annual - Credit for Pre-payment	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$5.85	Azure Active Directory Premium - Recurring	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$8.05	Microsoft 365 Apps for Business	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$22.40	Microsoft Office 365 E3	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$24.00	(2) Microsoft 365 Business Standard @ 12.00	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$170.00	Splashtop Remote Premium (17 users @10.00)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$198.00	Back up of email accounts (132 @1.50)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$215.60	Microsoft Exchange Online (56 users @3.85)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$368.50	Remote Management & Monitoring Per Computer (134 users @ 2.75)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$1,548.00	Microsoft Exchange & 365 Business Premium (72 users @ 21.50)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$1,586.64	Estimate 3642 - Rod Hurst - Extra Work Station for Additional PT Hours- PD	4340200 - DESKTOP ROTATION EXPENSE

ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$2,850.00	Monthly Service Contract	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$2,880.00	Cloud Backup (16,000 GB @ .18)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$4,506.24	Estimate 3636 - Norm Beagley Verkada 3 year Camera License (12) - LIC-3Y Cameras	4340120 - SECURITY CAMERA SOFTWARE
ROCK MOUNTAIN TECHNOLOGY	7/11/2024	\$14,662.96	Estimate 3636 - Norm Beagley - Verkada 3 year Camera License (13) - CH52-3Y Cameras	4340120 - SECURITY CAMERA SOFTWARE
		\$27,157.84		
RON GORDON TIRE PROS	6/28/2024	\$14.95	Flat repair	5240250 - EQUIPMENT MAINTENANCE
SANDERSON, REKO	7/11/2024	\$29.87	Boot Reimbursement	1060350 - SAFETY & PPE
SANDERSON, REKO	7/11/2024	\$29.87	Boot Reimbursement	1070350 - SAFETY - PPE
SANDERSON, REKO	7/11/2024	\$29.87	Boot Reimbursement	5140350 - SAFETY & PPE
SANDERSON, REKO	7/11/2024	\$29.87	Boot Reimbursement	5240350 - SAFETY & PPE
SANDERSON, REKO	7/11/2024	\$29.88	Boot Reimbursement	5440350 - SAFETY & PPE
		\$149.36		
SANTAQUIN CITY UTILITIES	7/5/2024	\$100.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	7/5/2024	\$865.00	Utilities	1022350 - UTILITIES PAYABLE
		\$965.00		
SANTAQUIN MARKET ACE	6/28/2024	\$12.59	Parkway sprinkler repair	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	6/28/2024	\$24.89	Oil for blowers	1077300 - CEMETERY GROUNDS MAINTENANCE
		\$37.48		
SATISFY UTAH	7/11/2024	\$988.50	Window washing	1051300 - BUILDINGS & GROUND MAINTENANCE
SCOTT, MADILYNN M.	6/28/2024	\$908.25	youth basketball camp contract pay	6140665 - YOUTH SPORTS
SHAKESPHEAR, ALYSHA	7/11/2024	\$60.00	Archery Refund	6840725 - YOUTH ENRICHMENT
SHRED-IT US JV LLC	6/30/2024	\$119.96	Document Shredding	1042310 - PROFESSIONAL & TECHNICAL
SO UT VALLEY ANIMAL SHELTER	7/11/2024	\$11,638.15	Animal Shelter July-Dec 2024	1054350 - UTAH COUNTY ANIMAL SHELTER
SOUTH UTAH VALLEY SOLID WASTE DISTRICT	6/28/2024	\$4,428.60	Tipping fees for recycle	1062312 - RECYCLING PICKUP CHARGES
SPRINKLER SUPPLY	6/28/2024	\$880.49	Valve for cemetery	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	7/11/2024	\$34.07	Return and irrigation parts	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	7/11/2024	\$5,325.31	Filter for Foothill Village Park	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	7/11/2024	\$72.78	Valve parts	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	7/11/2024	\$498.05	Stick pumps (tools)	1070300 - PARKS GROUNDS SUPPLIES
		\$6,810.70		
STAKER PARSON COMPANIES	6/28/2024	\$140.46	Road Base	1060240 - SUPPLIES
STAKER PARSON COMPANIES	6/28/2024	\$112.39	Road repair	1060240 - SUPPLIES
STAKER PARSON COMPANIES	7/11/2024	\$271.41	asphalt to repair water leak	5140240 - SUPPLIES
		\$524.26		
STAPLES	7/11/2024	\$37.25	Case of Copy Paper	1042240 - SUPPLIES
STAPLES	7/11/2024	\$37.25	Case of Copy Paper	1043240 - SUPPLIES
STAPLES	7/11/2024	\$37.25	Case of Copy Paper	1054240 - SUPPLIES
STAPLES	7/11/2024	\$2.77	Sharpies	1068240 - SUPPLIES
STAPLES	7/11/2024	\$38.31	Case of Copy Paper	1043240 - SUPPLIES
		\$152.83		
STATE OF UTAH	7/11/2024	\$1.87	Court Mailings	1042310 - PROFESSIONAL & TECHNICAL
STEVENS & GAILEY	7/11/2024	\$48.00	Public Defender Services - Huerta-Vargas	1042332 - LEGAL - PUBLIC DEFENDER
STEVENS & GAILEY	7/11/2024	\$40.00	Public Defender Services - Hunter	1042332 - LEGAL - PUBLIC DEFENDER
STEVENS & GAILEY	7/11/2024	\$78.00	Public Defender Services - Johnson	1042332 - LEGAL - PUBLIC DEFENDER
STEVENS & GAILEY	7/11/2024	\$48.00	Public Defender Services - Mejia	1042332 - LEGAL - PUBLIC DEFENDER
STEVENS & GAILEY	7/11/2024	\$78.00	Public Defender Services - Nixon	1042332 - LEGAL - PUBLIC DEFENDER
STEVENS & GAILEY	7/11/2024	\$66.00	Public Defender Services - Nolasco-Vargas	1042332 - LEGAL - PUBLIC DEFENDER

		\$358.00		
STRINGHAM'S HARDWARE	6/28/2024	\$10.99	Sprinkler repair	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	6/28/2024	\$68.72	Park Bathroom Supplies	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	6/28/2024	\$104.48	Chlorinator valve repair	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	6/28/2024	\$12.99	Chlorinator valve repair	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	6/28/2024	\$66.96	Cleaning supplies	1051240 - SUPPLIES
STRINGHAM'S HARDWARE	6/28/2024	\$14.00	Hardware for bike rack	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	7/11/2024	\$50.00	Restitution - Case #241500014	1022430 - COURT FINES AND FORFEITURES
		\$328.14		
SYMBOL ARTS, LLC	7/11/2024	\$586.08	Summer Smash Pickleball Metals	6240251 - COMMUNITY EVENTS EXPENSE
SYMBOL ARTS, LLC	7/11/2024	\$654.50	Slothathon metals	7540310 - EVENTS
		\$1,240.58		
THOMSON REUTERS - WEST	7/11/2024	\$261.08	CLEAR Subscription June 2024	1054311 - PROFESSIONAL & TECHNICAL
TINTIC CONSOLIDATED METALS *	7/11/2024	\$97.90	Refund: 7015672 - TINTIC CONSOLIDATED METALS *	5113110 - ACCOUNTS RECEIVABLE
TINTIC CONSOLIDATED METALS*	7/11/2024	\$105.42	Refund: 7011712 - TINTIC CONSOLIDATED METALS*	5113110 - ACCOUNTS RECEIVABLE
		\$203.32		
TOWN OF GENOLA	7/11/2024	\$3,594.56	Court Fines - Genola Justice Court	1022430 - COURT FINES AND FORFEITURES
TOWN OF GOSHEN	7/11/2024	\$966.34	Court Fines - Goshen Justice Court	1022430 - COURT FINES AND FORFEITURES
UPPER CASE PRINTING	6/28/2024	\$161.39	Newsletter	5140241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	6/28/2024	\$161.39	Newsletter	5240241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	6/28/2024	\$161.40	Newsletter	5440241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	6/28/2024	\$339.38	Community Newsletter	6740610 - OTHER SERVICES
		\$823.56		
UTAH CONTAINER & TANK, LLC	7/11/2024	\$250.00	PI meter project	4140829 - PI METER UPGRADE PROJECT
UTAH COUNTY MAJOR CRIMES	7/11/2024	\$3,938.81	Utah County Major Crimes 2024-2025	1054330 - CRIMES TASK FORCE
UTAH LEAGUE OF CITIES & TOWNS	7/11/2024	\$415.00	2024 ULCT Annual Conference for Jeff Siddoway	1041230 - EDUCATION, TRAINING & TRAVEL
UTAH LEAGUE OF CITIES & TOWNS	7/11/2024	\$415.00	2024 ULCT Annual Conference for Travis Keel	1041230 - EDUCATION, TRAINING & TRAVEL
		\$830.00		
UTAH STATE DIVISION OF FINANCE	7/11/2024	\$4,621.72	Principal - 2011A-2 Sewer Revenue	522540.2 - 2011A-2 Sewer Revenue Bond repaid
UTAH STATE DIVISION OF FINANCE	7/11/2024	\$5,949.28	Interest - 2011A-2 Sewer Revenue	5240820 - DEBT SERVICE - INTEREST
		\$10,571.00		
UTAH STATE TREASURER	7/11/2024	\$6,220.69	Court Fines - Santaquin Justice Court	1042610 - STATE RESTITUTION
VERIZON WIRELESS	6/28/2024	\$418.99	PD Phones	1054280 - TELEPHONE
VERIZON WIRELESS	6/28/2024	\$680.21	PD Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	6/28/2024	\$130.68	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	6/28/2024	\$120.03	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	6/28/2024	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	6/28/2024	\$430.43	Pub Works PI Monitors	5140240 - SUPPLIES
VERIZON WIRELESS	6/28/2024	\$42.57	Amalie Ottley Phone	1043280 - TELEPHONE
VERIZON WIRELESS	6/28/2024	\$42.57	Gregg Hiatt Phone	5240280 - TELEPHONE
		\$1,905.49		
WASATCH MACHINE HYDRAULICS LLC	7/11/2024	\$1,730.00	Hydraulic cylinder rebuild T-141	7657250 - FIRE - EQUIPMENT MAINTENANCE
WHIPPLE, JACOB & LINDSAY	7/11/2024	\$67.22	Refund: 953453 - WHIPPLE, JACOB & LINDSAY	5113110 - ACCOUNTS RECEIVABLE

YOLI DAVEY CORDOVA & J MIGUEL ARENA S \*  
YOLI DAVEY CORDOVA & J MIGUEL ARENA S \*

7/11/2024 \$10.57 REISSUE CHECK 07/13/2023 UTILITY REFUND NOT RECEIVED  
7/11/2024 -\$10.57 REISSUE CHECK 07/13/2023 UTILITY REFUND NOT RECEIVED  
\$0.00

1015800 - SUSPENSE  
1015800 - SUSPENSE

**TOTAL: \$1,609,487.82**



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Norm Beagley, MPA, P.E. Santaquin City Manager  
Date: July 12, 2024  
Subject: International City Managers Association (ICMA) Annual Conference  
Out of State Travel Request – Pittsburgh, Pa – September 20-25, 2024

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Each year, the ICMA holds an annual conference with extensive training geared directly towards municipal management. Unlike any other training opportunity, this annual event is directly pertinent to the job responsibilities and career development of City Management Professionals. This is an excellent training opportunity that has historically benefited our community, our staff, and myself professionally. Attendance at these training events has helped me to better serve Santaquin City and our residents.

I request that the Santaquin City Council approve my attendance and the attendance of Assistant City Manager, Jason Bond, at this year's ICMA conference, which will be held September 20-25, in Pittsburgh, Pennsylvania.

Attendance at this training event directly correlates to the following goals and objectives of Santaquin City (Santaquin City Annual 2024-2025 Budget Narrative):

- *Encourage a highly motivated and well-trained municipal workforce*

Attendance at this conference also supports the following goals and objectives as we will be better trained to meet the managerial needs of our respective city positions:

- *Provide Quality City Services*
- *Promote and Support Economic Development*
- *Maintain a Sustainable Budget*
- *Promote Community Involvement*

This training has been budgeted for in the adopted Santaquin City Council 2024-2025 Annual Budget.

Costs: Norm Beagley

Conference Registration:	\$810
Hotel:	\$275/night
Air Fare:	\$425
Meals:	Federal Per Diem Rate

Jason Bond

Conference Registration:	\$810
Hotel:	\$275/night
Air Fare:	\$425
Meals:	Federal Per Diem Rate





**EMPLOYEE  
OF THE  
MONTH  
CLINT HUNTER**



**JULY 2024**

EXCELLENCE





## MEMORANDUM

July 11, 2024

---

To: Santaquin City Mayor and City Council  
From: Jon Lundell, P.E., City Engineer  
**RE: Santaquin Seniors Center and School Asbestos Mitigation and Demolition**

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Mayor and Council Members,

On May 30, 2024 Santaquin received notice that The U.S. Department of Housing and Urban Development had awarded Santaquin City a grant in the amount of \$375,000 for the demolition of the Old Senior Center and School. Following this notice Santaquin City Staff posted a request for bid to perform this work.

On June 28, 2024 city staff received bids from A-1 Abatement and AbateX Environmental Services, Inc. for the Asbestos Mitigation and Demolition of the old senior center and school. The low bidder was A-1 Abatement provided a bid in the amount of \$310,355.00. Please refer to the attached bid tabulation for the project.

City Staff recommends the City Council award a contract to A-1 Abatement for the not to exceed amount of **\$310,355.00**.

I am happy to answer any questions you may have on this item.

**Recommended Motion:**

Motion to approve the contract for the Santaquin Senior Center and School Asbestos Mitigation and Demolition to A-1 Abatement for a not to exceed the amount of \$310,355.00.

Santaquin City Center and School Asbestos Mitigation and Demolition Project							
Item No	Description	Unit	Estimated Quantity	A-1 Abatement		AbateX	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilication	L.S.	1	\$ 9,500.00	\$ 9,500.00	\$ 5,000.00	\$ 6,000.00
2	Bonding	L.S.	1	\$ 16,500.00	\$ 16,500.00		\$ -
3	SWPPP & BMP's	L.S.	1	\$ 5,250.00	\$ 5,250.00		\$ -
4	Dust and Debris Control	L.S.	1	\$ 6,750.00	\$ 6,750.00	\$ 6,500.00	\$ 7,800.00
5	Traffic Control	L.S.	1	\$ 3,280.00	\$ 3,280.00	\$ 2,700.00	\$ 3,240.00
6	Asbestos Mitigation	L.S.	1	\$ 110,125.00	\$ 110,125.00	\$ 133,524.98	\$ 133,524.98
7	Building Demolition	L.S.	1	\$ 110,450.00	\$ 110,450.00	\$ 169,552.96	\$ 203,463.55
8	Backfill for Building Foundations	C.Y.	4078	\$ 14.96	\$ 61,000.00	\$ 27.45	\$ 134,329.32
9	Tipping Fees Credit for use of City Landfill	L.S.	1	\$ (12,500.00)	\$ (12,500.00)	\$ (11,826.09)	\$ (11,826.09)
					\$ 310,355.00		\$ 476,531.76

# MEMO



To: Mayor Olson and City Council  
From: Jason Bond, Assistant City Manager  
Date: July 12, 2024  
Re: **Juneteenth Holiday**

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Mayor Olson and the City Council recently discussed how Santaquin City should/could observe Juneteenth. After much discussion, there were three ideas of how this day could be observed. They are described in the following three options:

- Option A – Observe Juneteenth as an official City holiday and add it to the list of holidays that close the City offices for the day.** This option will increase the budget only for overtime (time-and-a-half) accumulated for essential work (i.e. public safety and other emergency situations) performed by employees for working on a holiday. If this option is chosen, the City Council would need to provide direction on if the holiday would be observed on the actual day of Juneteenth on a given year or if it will be observed on the Monday of the week of Juneteenth every year.
- Option B – Recognize the significance of Juneteenth, but not close the city offices for the day and add a personal day for employees to use anytime of the year.** This option will give qualifying employees another personal day and the ability to use it if they want to personally observe Juneteenth. This option will not increase the budget.
- Option C – Recognize the significance of Juneteenth, but not close the city offices for the day and allow the two personal days that employees currently have (one for the first half and one the second half of the year) to be used anytime of the year.** This option will give qualifying employees more flexibility to use one of their personal days if they want to personally observe Juneteenth. This option will not increase the budget.

**Recommended Motion:** “Motion to direct staff to draft an amendment to the Santaquin City Employee Policies and Procedures Handbook that would incorporate Option (.)”

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

**RESOLUTION 07-03-2024-CDA  
APPROVAL OF ADDENDUM #5 TO THE LG SQ2, LLC  
REAL ESTATE 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 November 9, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

**WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

**WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

**WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024 - CDA, approving Amendment #3 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

**WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-01-2024-CDA, approving Addendum #4 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

**WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-02-2024-CDA, approving an assignment from Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement”) to LG SQ2, LLC; and

**WHEREAS**, the Agency and LG SQ2, LLC, 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 #5 (Five) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and LG SQ2, LLC, is hereby approved.

**SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

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

**APPROVED AND ADOPTED THIS 16<sup>th</sup> day of July, 2024.**

\_\_\_\_\_  
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 #5 (FIVE) TO THE  
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY,  
AND LG SQ2, LLC**

This **Addendum #5 (FIVE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of July 16, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”), **LG SQ2, LLC**, a Utah Limited Liability Company, of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. **WHEREAS**, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit 1, regarding the purchase and sale of approximately 5.37 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and
2. **WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024-CDA, approving Addendum #1 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 2; and
3. **WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024-CDA, approving Addendum #2 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 3; and
4. **WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024-CDA, approving Addendum #3 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 4; and
5. **WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-01-2024-CDA, approving Addendum #4 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 5; and
6. **WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-02-2024-CDA, approving an assignment from Santaquin Peaks, LLC, for the Purchase Agreement, to LG SQ2, LLC, a copy of which is attached hereto as Exhibit 6; and
7. **WHEREAS**, the Parties now desire to further 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 #5 (Five) to the Real Property Purchase Agreement as follows:

1. **EXHIBIT B, INDUSTRIAL PARK ARCHITECTURAL STANDARDS, Section 4 Building Materials, Subsection a. part ii.** is amended to read as follows:

“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, textured painted concrete walls, and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels (other than those listed in this section), EIFS (stucco) shall be prohibited as a primary building material.”

2. **EXHIBIT C, SITE PLAN AND BUILDING TYPE AND ARCHITECTURAL STYLES**, the attached building type with architectural styles is added to Exhibit C as an approved building type and architectural style.

3. Except as herein provided, all portions of the Purchase Agreement and prior Addenda shall remain unchanged and enforceable.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the Parties have executed this Addendum #5 (Five) to the 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:** \_\_\_\_\_, 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:**

**LG SQ2, LLC**, a Utah corporation

By: \_\_\_\_\_  
Jonathan Jensen, its Manager

**DATE:** \_\_\_\_\_, 20\_\_.

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me,  
Jonathan Jensen 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 – AMENDED PURCHASE AGREEMENT EXHIBIT C)**

**EXHIBIT 1  
(PURCHASE AGREEMENT)**

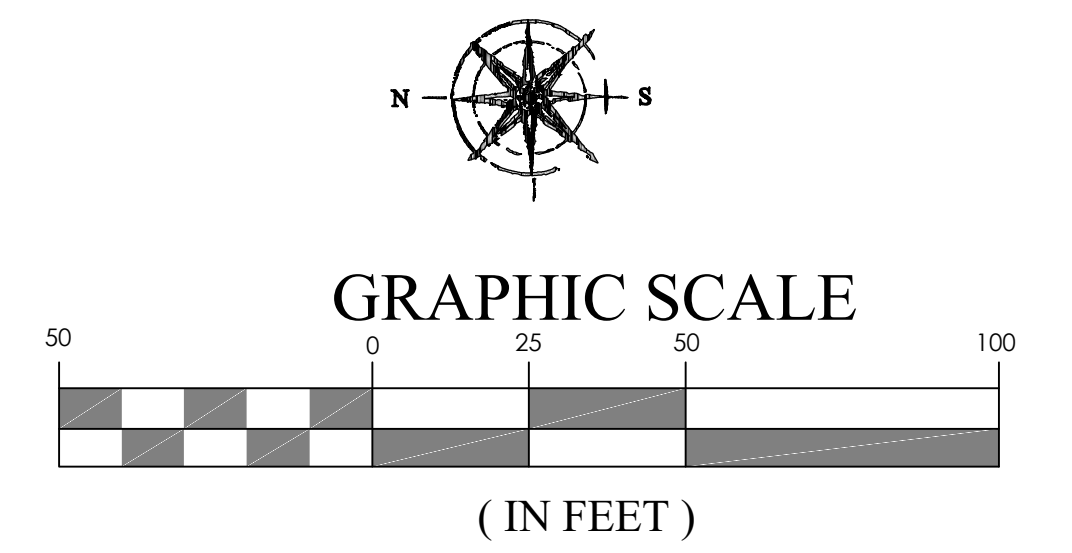
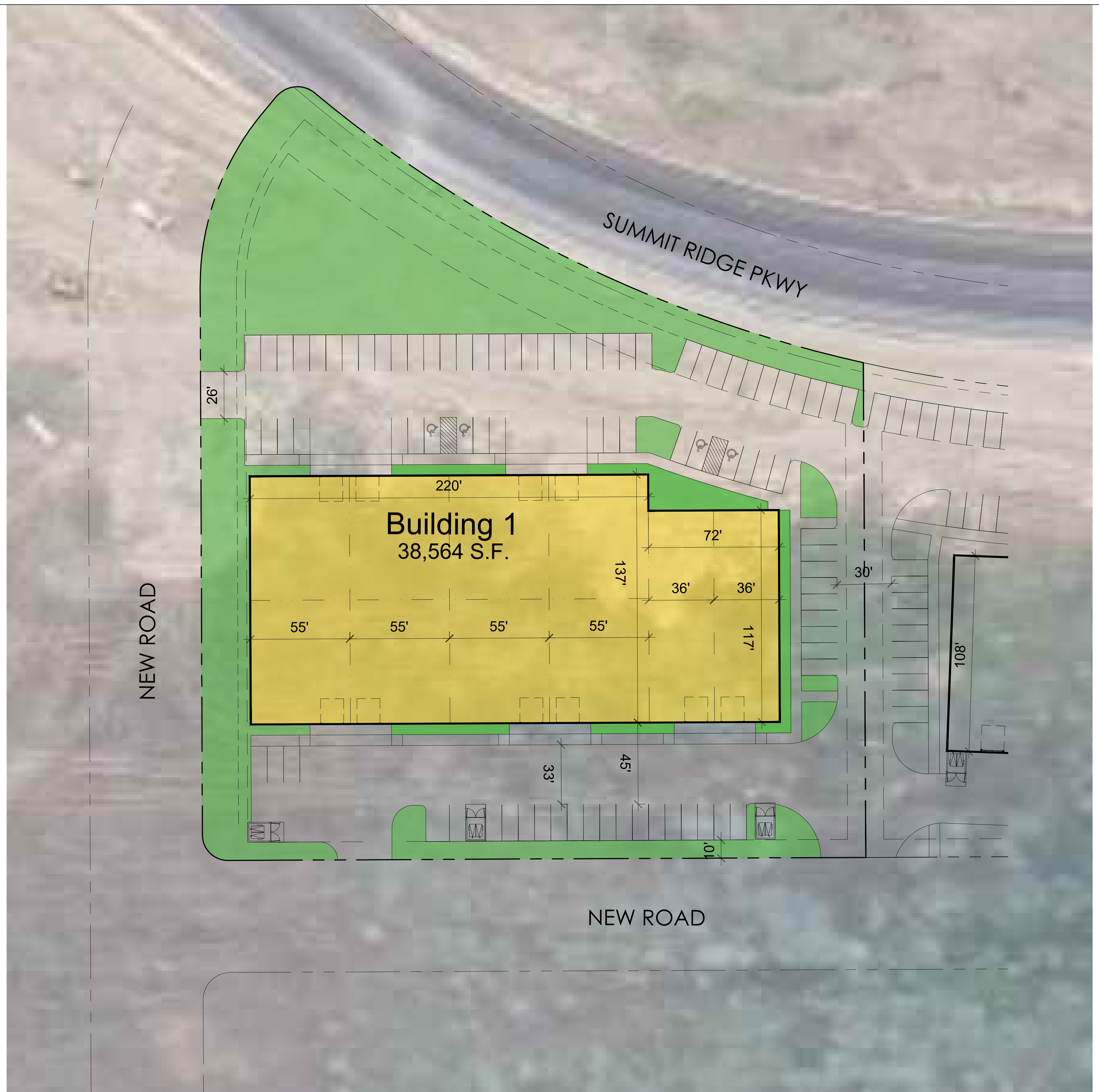
**EXHIBIT 2  
(ADDENDUM #1)**

**EXHIBIT 3  
(ADDENDUM #2)**

**EXHIBIT 4  
(ADDENDUM #3)**

**EXHIBIT 5  
(ADDENDUM #4)**

**EXHIBIT 6  
(ASSIGNMENT OF REAL PROPERTY PURCHASE AGREEMENT)**



AREA TABLE			
AREAS	SQ. FT.	ACRES	%
BUILDING	38,564	00.88	30.48
HARDSCAPE	43,549	00.99	34.42
LANDSCAPE	44,389	01.03	35.10
TOTAL AREA	126,502	02.90	100

PARKING	9X20	29
	OFFICE	5/1000
	RETAIL	5/1000
	WAREHOUSE	1/1000
LANDSCAPING	8% OVERALL	6% WITHIN PARKING FIELD

# PEAKS SITE PLAN

CONCEPTUAL SITE PLAN

11/07/2024



1 LEVEL 1 - PRESENTATION  
 PR101 3/32" = 1'-0"

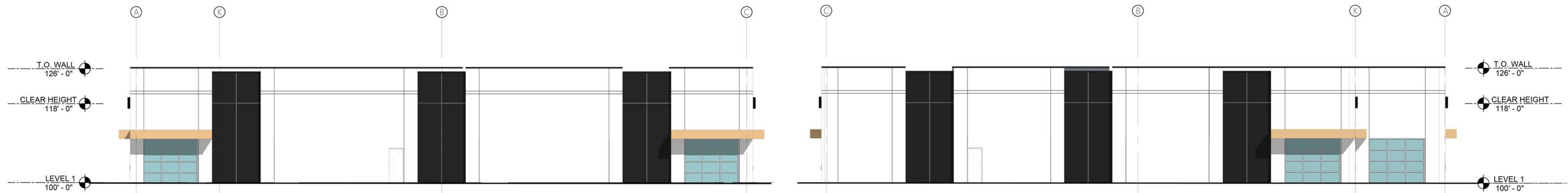
# PEAK INDUSTRIAL - BUILDING 1

PRESENTATION FLOOR PLAN

29/06/2024



2 FRONT ELEVATION - PRESENTATION  
1" = 10'-0"



1 SIDE ELEVATION 2 - PRESENTATION  
1" = 10'-0"

3 SIDE ELEVATION 1 PRESENTATION  
1" = 10'-0"



4 REAR ELEVATION - PRESENTATION  
1" = 10'-0"

TOTAL AREA	
<span style="color: #ADD8E6;">■</span>	GLASS AREA 2,265 SF
<span style="color: #000000;">■</span>	METAL GARAGE DOOR AREA 1,443 SF
<span style="color: #FFA500;">■</span>	METAL AWNING AREA 469 SF
<span style="color: #FFFFFF;">■</span>	WHITE PAINTED CONCRETE AREA 11,984 SF
<span style="color: #333333;">■</span>	BLACK PAINTED CONCRETE AREA 5,391 SF

# PEAK INDUSTRIAL - BUILDING 1

PRESENTATION ELEVATION

11/07/2024

## 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 **Santaquin Peaks, LLC** a Utah Limited Liability Company 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 5.35 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 right dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code, for estimated annual water usage of up to 165,000 gallons per acre. 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”; "Professional Office or Financial Services”; or “Veterinary Hospital (small animals)” 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 either construct and utilize a Utah County Health Department approved “Septic System” per applicable standards until such time as sewer service is available through the Santaquin City Sewer System, or 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. The Parties shall mutually agree by April 1, 2024, which of the aforementioned options shall be selected. In the event that a Septic System for each building/structure built on the Property or Additional Property is the option selected, Seller will refund the payment of \$25,000 per building/structure to Buyer. In the event that Buyer initially installs an approved Septic System, Buyer must connect to the Santaquin City Sewer System and discontinue all use of any Septic System within ninety (90) days of the availability of Santaquin City Sewer Service to the Property, or as soon as reasonably practicable, and shall thereafter be subject to the same terms and conditions for sewer service as other Santaquin City Sewer System customers. 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. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north, west, and south sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property.

**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 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 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 allowed on 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 and hereby agrees that Seller retains a limited cross-access easement on the Property, the description, terms and conditions of which are set forth in Exhibit D hereto, which will be recorded against the Property to allow for limited cross access for the Property and to and from adjacent properties. The Parties acknowledge that no heavy truck access is anticipated or allowed within the cross-access easement set forth in Exhibit D.

**m.** Buyer may, in its discretion, utilize the northeast portion of the Property that is identified on the Site Plan as a “Display Area,” to place product samples as appropriate to promote businesses located on the Property. Fencing on the perimeter of the Display Area may include decorative or ornamental components as approved by Santaquin City Development Review Committee. No storage of equipment or inventory shall otherwise be permitted in the Display Area.

**n.** 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.

**o.** Buyer acknowledges and agrees to construct its proposed building within 18 months of Closing on the property and that the building will be substantially as shown in Exhibit C “Site Plan and Building Type”.

**p.** 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.

**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. Until such time as the Santaquin City wastewater system becomes available for use, Buyer agrees to continue to use and maintain the septic system identified in Section 2. d. above, if so constructed.

**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 is in the process of applying 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 shall be completed by Seller at its sole expense within 365 days of Closing. 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 described in the approved subdivision improvement plans. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

**f.** Seller shall provide, install, and maintain, landscaping improvements on the five-foot-wide portion of CDRA owned real property that runs adjacent to the eastern boundary of the Property as shown on the Site Plan. Buyer shall reimburse Seller for the actual costs of providing and installing said landscaping improvements, within thirty days of an invoice based on actual costs. Buyer shall have no responsibility for the maintenance of said landscaping improvements, which shall be Seller's responsibility. Said five-foot-wide portion of this landscaping would be applied to satisfaction of Buyer's landscaping obligations for development of the Property.

**4. Purchase Price.** The Purchase Price for the Property is One Million Six Hundred Ten Thousand Two Hundred Eighty Dollars (\$1,610,280.00), which amount does not include the optional \$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 60 days from the execution date, one-half of the Deposit shall become non-refundable and shall be delivered to Seller. Unless Buyer exercises said right to cancel on or before 120 days from execution date, the remainder of 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 180 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 December 1, 2023, 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.

**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 a validly existing Utah Limited Liability Company of the state of Utah organized and existing pursuant to the provisions of Utah law 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 has retained 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 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: **Santaquin Peaks, LLC**  
2097 Cedar Fort Drive  
Eagle Mountain, UT 84005

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.

**28. 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

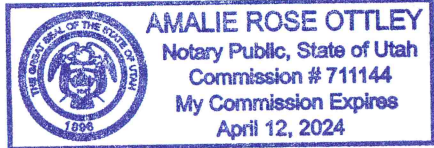

DATE: 11/9, 2023   
DANIEL M. OLSON, Chair

ATTEST:

  
Amalie R. Ottley, Secretary

STATE OF UTAH )  
                                  :SS  
COUNTY OF UTAH )

On this 9th day of November, 2023, 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:**

Santaquin Peaks, LLC

*[Handwritten Signature]*

DATE: 11/9, 2023

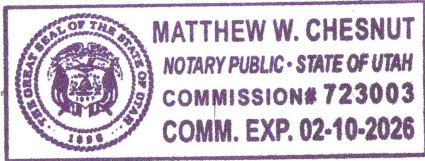
James Bradshaw  
member, Partner  
Title

STATE OF UTAH )

:SS

COUNTY OF UTAH )

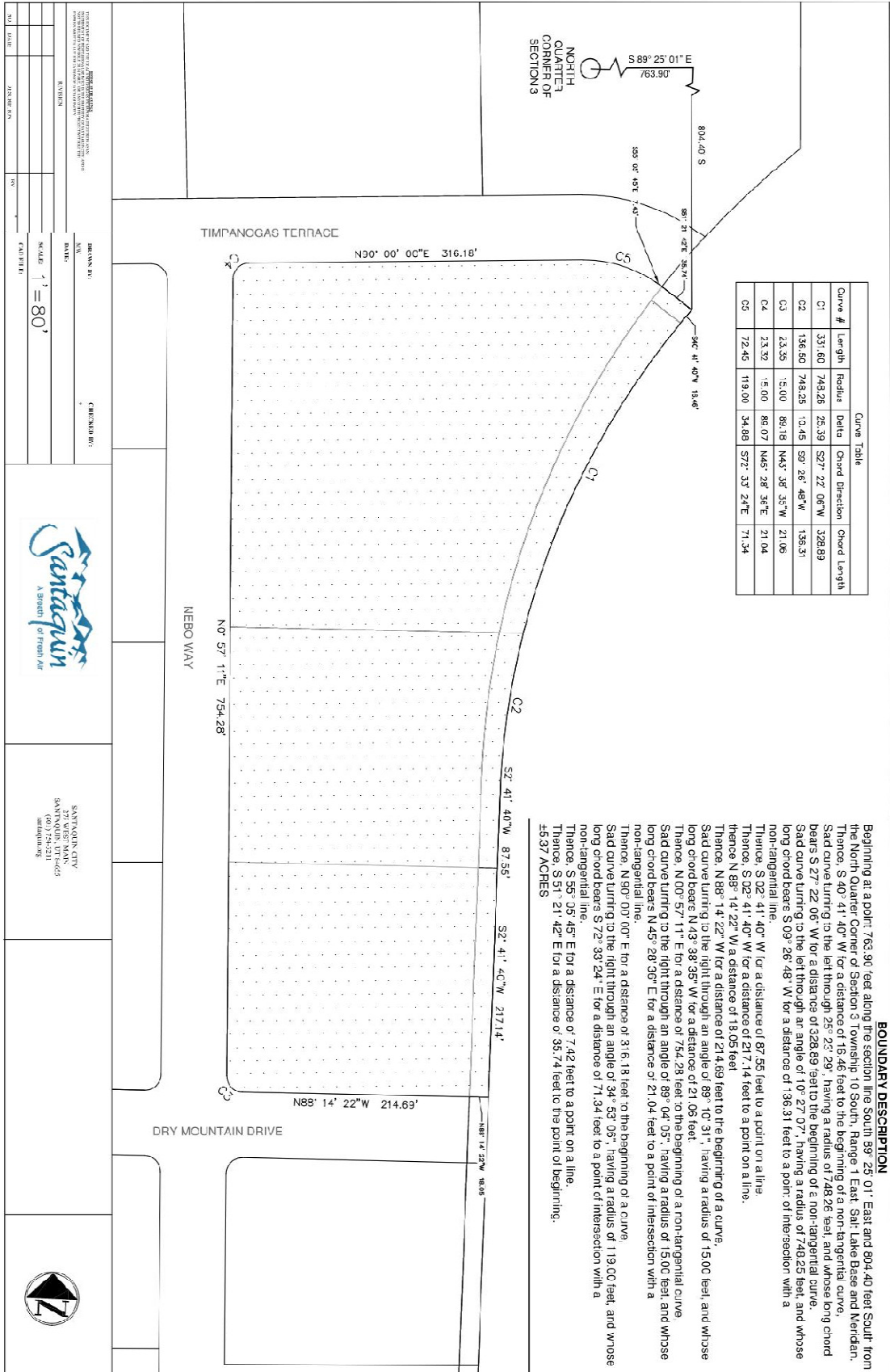
On this 9th day of November, 2023, personally appeared before me, James Bradshaw who, after being duly sworn, acknowledged to me that he/she is authorized to execute this document and who executed the same.



Notary Public *[Handwritten Signature]*

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**





## EXHIBIT B

### 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 clerestory 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 four to twelve (4:12) pitch.

**EXHIBIT C**  
**SITE PLAN AND BUILDING TYPES**



**PARKING/BUILDING DATA**

BUILDING 1		BUILDING 2		BUILDING TOTAL	
TOTAL PARKING	81,808 SF	TOTAL PARKING	86,599 SF	TOTAL PARKING	76,007 SF
REQUIRED PARKING	225,000 SF	REQUIRED PARKING	245,000 SF	REQUIRED PARKING	32,000 SF
<b>PARKING CONFORMANCE RATIO</b>		<b>PARKING CONFORMANCE RATIO</b>		<b>PARKING CONFORMANCE RATIO</b>	
0.36		0.31		2.38	
BUILDING 1		BUILDING 2		BUILDING TOTAL	
TOTAL FLOOR AREA	38,608 SF	TOTAL FLOOR AREA	36,389 SF	TOTAL FLOOR AREA	75,007 SF
REQUIRED FLOOR AREA	100,000 SF	REQUIRED FLOOR AREA	100,000 SF	REQUIRED FLOOR AREA	200,000 SF
<b>FLOOR AREA CONFORMANCE RATIO</b>		<b>FLOOR AREA CONFORMANCE RATIO</b>		<b>FLOOR AREA CONFORMANCE RATIO</b>	
0.39		0.36		0.37	

**MONSON CONSTRUCTION - Summit Ridge Pkwy**

SAN JUAN COUNTY, UTAH



**CONSENT TO CONSIDER**  
THE SITE WILL BE USED FOR THE PROPOSED PROJECT. THE SITE WILL BE USED FOR THE PROPOSED PROJECT. THE SITE WILL BE USED FOR THE PROPOSED PROJECT.

**CITY ZONING CODE**  
 City of San Juan  
 Planning Department  
 111 East Second Street, Suite 200  
 San Juan, NM 87901  
 Phone: (505) 846-1100  
 Fax: (505) 846-1101  
 Email: planning@sanjuan.org  
 Website: www.sanjuan.org

AT 2023.11.3 - SP.10  
November 1, 2023







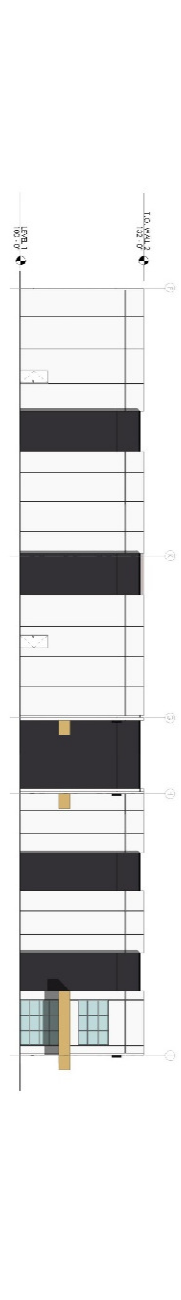


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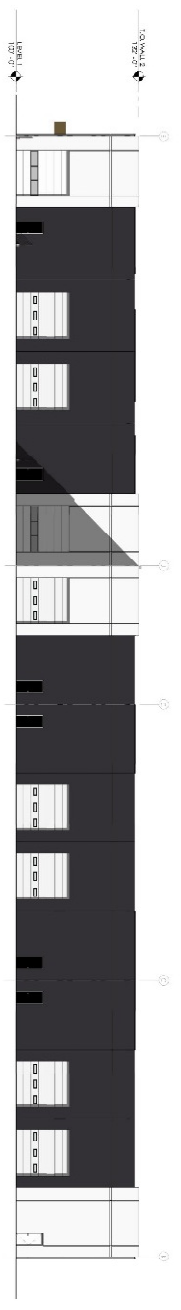




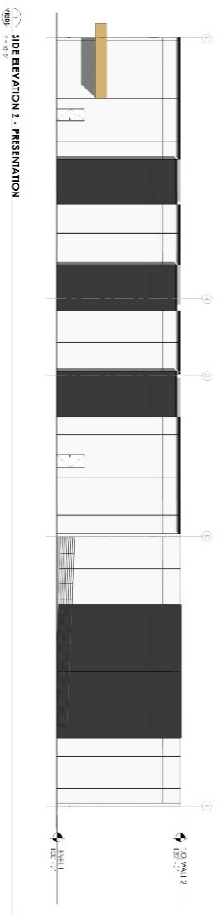
FRONT ELEVATION - PRESENTATION



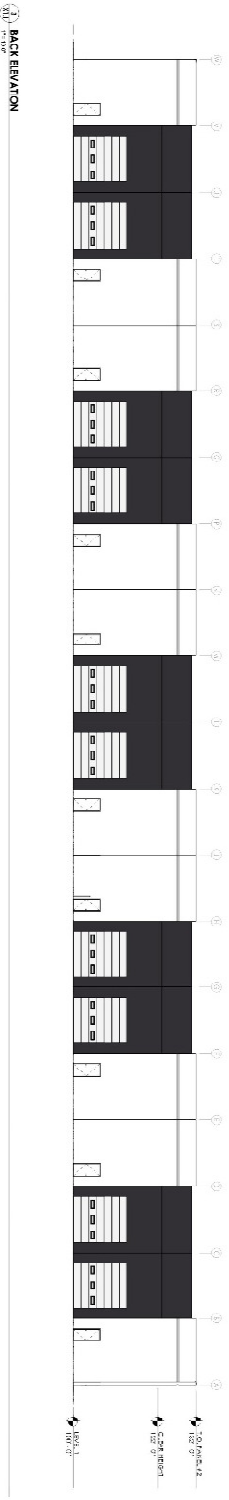
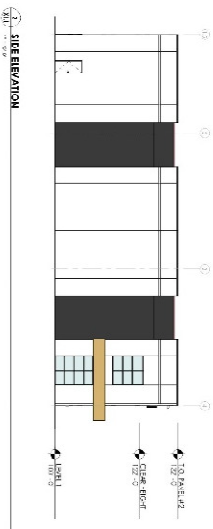
SIDE ELEVATION 1 PRESENTATION



REAR ELEVATION - PRESENTATION



SIDE ELEVATION 2 - PRESENTATION



MONSON CONSTRUCTION - BUILDING 2  
PRESENTATION ELEVATIONS

## EXHIBIT D

### CROSS ACCESS EASEMENT TERMS AND CONDITIONS

#### TERMS AND CONDITIONS OF CROSS ACCESS EASEMENT

Santaquin City, Seller, has retained a perpetual cross access easement on the Property. Buyer and Seller hereby agree to the following terms and conditions:

1. **Access Easement.** Buyer and Seller hereby agree to a perpetual access easement on, over, and across the Access Easement Area for the use, construction, design, installation, repair, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of Property. This Access Easement Area, as well as all access and other rights provided for in these Terms and Conditions, will permit Seller and its designees to access the Property for any possible present or future use to which the Property may be put. The Access Easement Area provided to Seller in these Terms and Conditions will permit the Property owners, as is currently developed, and as may be developed in the future, to use the Access Easement for private and public access purposes. The Access Easement Area is for the benefit of the Property, the Seller, the Seller's designees, and the public as authorized by Seller. The Access Easement shall not be used by heavy/delivery trucks and is hereby limited to two axel passenger vehicles. No vehicles larger than two axel passenger vehicles are allowed within the Access Easement Area.
2. **Restrictions on the Easement Area.** Buyer will not obstruct Seller's or Seller's designees use of the Access Easement Area as set forth herein.
3. **Construction and Maintenance.** Buyer, at its sole cost and expense, will construct, maintain and repair the Access Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Seller and Seller's designees may utilize the Access Easement Area granted herein, including maintaining the Access Easement Area in such a manner as to allow Seller and Seller's designees to access and use the Access Easement Area.
4. **Run with the Land/Successors.** This Access Easement, and the Terms and Conditions agreed to herein, are perpetual and shall run with the land described herein, and these Terms and Conditions shall inure to the benefit of and be binding upon the parties, their successors, designees, and assigns.
5. **Attorneys' Fees.** In the event any party brings or commences legal proceedings to enforce any of the Terms and Conditions contained herein, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief

which the party sought.

6. **Governing Law.** These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
7. **Entire Terms and Conditions.** These Terms and Conditions, and any addenda or exhibits attached hereto, and made a part hereof contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.
8. **Counterparts.** The parties hereby include these Terms and Conditions in the original Agreement and in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

**SANTAQUIN PEAKS INDUSTRIAL PARK**  
 LOCATED AT THE  
 NORTH-EAST CORNER OF THE  
 SALT AND BARS AND HIGHWAY, EAST  
 JUAN COUNTY, UTAH

**REVISIONS**

NO.	DATE	DESCRIPTION
1	05/21/2025	INITIAL PLAN
2	05/21/2025	REVISIONS TO THE PLAN
3	05/21/2025	REVISIONS TO THE PLAN
4	05/21/2025	REVISIONS TO THE PLAN
5	05/21/2025	REVISIONS TO THE PLAN
6	05/21/2025	REVISIONS TO THE PLAN
7	05/21/2025	REVISIONS TO THE PLAN
8	05/21/2025	REVISIONS TO THE PLAN
9	05/21/2025	REVISIONS TO THE PLAN
10	05/21/2025	REVISIONS TO THE PLAN
11	05/21/2025	REVISIONS TO THE PLAN
12	05/21/2025	REVISIONS TO THE PLAN
13	05/21/2025	REVISIONS TO THE PLAN
14	05/21/2025	REVISIONS TO THE PLAN
15	05/21/2025	REVISIONS TO THE PLAN
16	05/21/2025	REVISIONS TO THE PLAN
17	05/21/2025	REVISIONS TO THE PLAN
18	05/21/2025	REVISIONS TO THE PLAN
19	05/21/2025	REVISIONS TO THE PLAN
20	05/21/2025	REVISIONS TO THE PLAN
21	05/21/2025	REVISIONS TO THE PLAN
22	05/21/2025	REVISIONS TO THE PLAN
23	05/21/2025	REVISIONS TO THE PLAN
24	05/21/2025	REVISIONS TO THE PLAN
25	05/21/2025	REVISIONS TO THE PLAN
26	05/21/2025	REVISIONS TO THE PLAN
27	05/21/2025	REVISIONS TO THE PLAN
28	05/21/2025	REVISIONS TO THE PLAN
29	05/21/2025	REVISIONS TO THE PLAN
30	05/21/2025	REVISIONS TO THE PLAN
31	05/21/2025	REVISIONS TO THE PLAN
32	05/21/2025	REVISIONS TO THE PLAN
33	05/21/2025	REVISIONS TO THE PLAN
34	05/21/2025	REVISIONS TO THE PLAN
35	05/21/2025	REVISIONS TO THE PLAN
36	05/21/2025	REVISIONS TO THE PLAN
37	05/21/2025	REVISIONS TO THE PLAN
38	05/21/2025	REVISIONS TO THE PLAN
39	05/21/2025	REVISIONS TO THE PLAN
40	05/21/2025	REVISIONS TO THE PLAN
41	05/21/2025	REVISIONS TO THE PLAN
42	05/21/2025	REVISIONS TO THE PLAN
43	05/21/2025	REVISIONS TO THE PLAN
44	05/21/2025	REVISIONS TO THE PLAN
45	05/21/2025	REVISIONS TO THE PLAN
46	05/21/2025	REVISIONS TO THE PLAN
47	05/21/2025	REVISIONS TO THE PLAN
48	05/21/2025	REVISIONS TO THE PLAN
49	05/21/2025	REVISIONS TO THE PLAN
50	05/21/2025	REVISIONS TO THE PLAN

**GENERAL NOTES**

- ALL UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE UTAH ZONING ORDINANCES AND LOCAL ORDINANCES.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE UTAH ZONING ORDINANCES AND LOCAL ORDINANCES.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY ENGINEER.

**APPROVED FOR THE CITY OF SANTAQUIN**

**CITY ENGINEER**

**APPROVED FOR THE DEVELOPER**

**DEVELOPER**

**APPROVED FOR THE COUNTY**

**COUNTY ENGINEER**

**APPROVED FOR THE STATE**

**STATE ENGINEER**

**APPROVED FOR THE DISTRICT**

**DISTRICT ENGINEER**

**APPROVED FOR THE COUNTY COMMISSIONERS**

**COUNTY COMMISSIONERS**

**APPROVED FOR THE STATE COMMISSIONERS**

**STATE COMMISSIONERS**

**APPROVED FOR THE DISTRICT COMMISSIONERS**

**DISTRICT COMMISSIONERS**

(City will Insert Written Legal Description for Cross Access Easement Here)

Shared Access Easement for Santaquin Peaks Industrial Subdivision Lots 1-3

Beginning at a point 533.70 feet Along the section line South 89°25'01" East and 758.82 feet South from the North Quarter Corner of Section 3, Township 10, Range 1 East, Salt Lake base and meridian

Thence, N 90° 00' 00" E for a distance of 26.00 feet to a point on a line.

Thence, S 00° 30' 52" E for a distance of 23.00 feet to a point on a line.

Thence, N 90° 00' 00" E for a distance of 93.66 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 39° 19' 14", having a radius of 95.82 feet, and whose long chord bears S 70° 21' 32" E for a distance of 64.48 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 34° 20' 44", having a radius of 793.58 feet, and whose long chord bears S 19° 54' 14" W for a distance of 468.62 feet to a point of intersection with a non-tangential line.

Thence, S 02° 41' 29" W for a distance of 88.67 feet to a point on a line.

Thence, S 02° 41' 22" W for a distance of 217.14 feet to a point on a line.

Thence, N 88° 02' 51" W for a distance of 126.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 23.00 feet to a point on a line.

Thence, S 88° 14' 22" E for a distance of 100.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 257.23 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 25.54 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 32° 23' 18", having a radius of 818.00 feet, and whose long chord bears N 18° 53' 03" E for a distance of 456.27 feet to a point of intersection with a non-tangential line.

Thence, N 81° 04' 28" W for a distance of 21.72 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 49.00 feet to a point on a line.

thence N 90° 00' 00" W a distance of 119.43 feet to the point of beginning



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

**RESOLUTION 03 -01-2024-CDA  
APPROVAL OF ADDENDUM #1 TO THE SANTAQUIN PEAKS, LLC  
REAL ESTATE 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

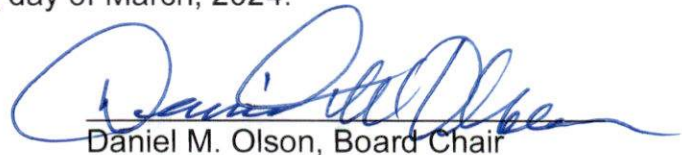
**WHEREAS**, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

**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 Santaquin Peaks, LLC, is hereby approved.
- SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.
- SECTION 3:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS** 5th day of March, 2024.

  
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  
SANTAQUIN PEAKS, LLC**

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of March 5, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company 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 Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 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 **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 150 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be April 7, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 210 days. Therefore, Closing shall occur on or before June 6, 2024.

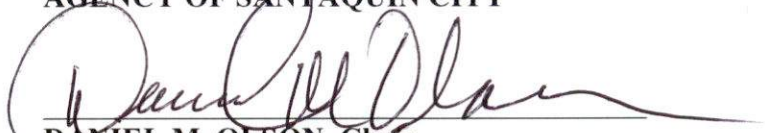
*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties have executed this Addendum # 1 (One) to the 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: March 5, 2024

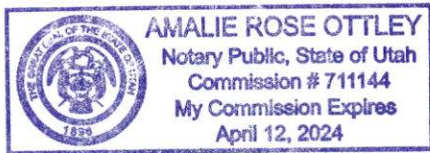
  
DANIEL M. OLSON, Chair

**ATTEST:**

  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH    )

On this 5th day of March, 2024, 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:**

**Santaquin Peaks, LLC.**, a Utah corporation

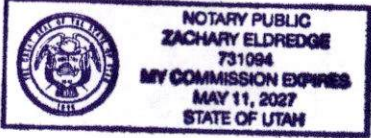
By: Steve Potter - Steve Potter  
member, its Partner,  
(Title) (Position)

**DATE:** March 8, 2024.

STATE OF UTAH )  
  :SS  
COUNTY OF UTAH )

On this 8 day of March, 2024, personally appeared before me,  
Steven Potter who, after being duly sworn, acknowledged to me that he is authorized to  
execute this document and who executed the same.

Notary Public Zachary Eldredge



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

**RESOLUTION 04 -01-2024-CDA  
APPROVAL OF ADDENDUM #2 TO THE SANTAQUIN PEAKS, LLC  
REAL ESTATE 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 November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

**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 Santaquin Peaks, LLC, is hereby approved.
- SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.
- SECTION 3:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS** 2<sup>nd</sup> day of April, 2024.

  
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 ABSENT  
Voted YES

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

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April ~~2nd~~, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company 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 Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further 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 **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 195 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be May 22, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 255 days. Therefore, Closing shall occur on or before July 22, 2024.

*[Signatures on following page.]*

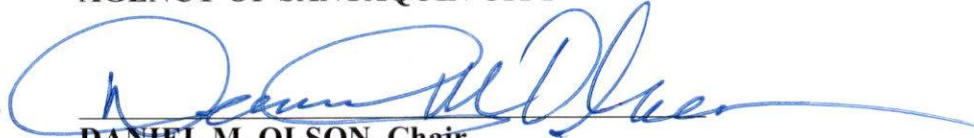


IN WITNESS WHEREOF, the Parties have executed this Addendum # 2 (Two) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

**SELLER:**

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

DATE: April 9, 2024.

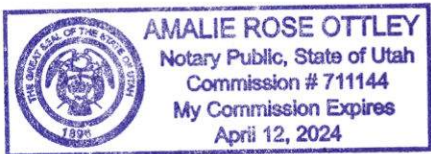
  
DANIEL M. OLSON, Chair

**ATTEST:**

  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH    )

On this 9th day of April, 2024, 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:



Santaquin Peaks, LLC., a Utah corporation

By:

James Bradshaw  
Member, its Member  
(Title) (Position)

DATE: April 6, 2024.

STATE OF UTAH )

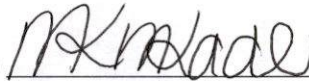
:SS

COUNTY OF UTAH )

On this 6 day of April, 2024, personally appeared before me,  
James Bradshaw who, after being duly sworn, acknowledged to me that he is authorized to  
execute this document and who executed the same.



Notary Public



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

**RESOLUTION 05-02-2024-CDA  
APPROVAL OF ADDENDUM #3 TO THE SANTAQUIN PEAKS, LLC  
REAL ESTATE 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 November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

**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 #3 (Three) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

**SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

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

**APPROVED AND ADOPTED THIS 22<sup>nd</sup> day of May, 2024.**

  
Daniel M. Olson, Board Chair

Attest:

  
Amalie R. Ottley, Secretary

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

**ADDENDUM #3 (THREE) TO THE  
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND  
SANTAQUIN PEAKS, LLC**

This **Addendum #3 (THREE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of May 22, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company 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 Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, on April 2, 2024, the Parties entered into an additional Agreement to Amend the Purchase Agreement (“**Amendment #2**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further 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 #3 (Three) to the Real Property Purchase Agreement as follows:


1. Section **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 210 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be June 6, 2024.

*[Signatures on following page.]*


IN WITNESS WHEREOF, the Parties have executed this Addendum #3 (Three) to the 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: 5/22, 20 24.   
**DANIEL M. OLSON, Chair**

**ATTEST:**

  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH    )

On this 22nd day of May, 20 24, 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:**

**Santaquin Peaks, LLC.,** a Utah corporation

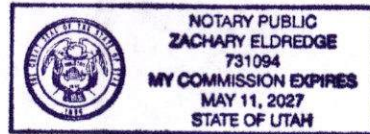
By: SK R. Potter  
Member, its Partner,  
(Title) (Position)

**DATE:** May 21, 2024.

STATE OF UTAH )  
  :SS  
COUNTY OF UTAH )

On this 21 day of May, 2024, personally appeared before me, Steven Potter who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public Zachary Eldredge



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

**RESOLUTION 06-01-2024-CDA  
APPROVAL OF ADDENDUM #4 TO THE SANTAQUIN PEAKS, LLC  
REAL ESTATE 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 November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024 - CDA, approving Amendment #3 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

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



APPROVED AND ADOPTED THIS 4<sup>th</sup> day of June, 2024.

  
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 ABSENT  
Voted YES

**ADDENDUM #4 (FOUR) TO THE  
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND  
SANTAQUIN PEAKS, LLC**

This **Addendum #4 (FOUR)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of June 4, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. **WHEREAS**, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit 1, regarding the purchase and sale of approximately 5.37 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and
2. **WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024-CDA, approving Addendum #1 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 2; and
3. **WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024-CDA, approving Addendum #2 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 3; and
4. **WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024-CDA, approving Addendum #3 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 4; and
5. **WHEREAS**, the Parties now desire to further 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 #4 (Four) to the Real Property Purchase Agreement as follows:

1. Exhibit A to the Purchase Agreement is amended to include separate descriptions for Lot 1 (approximately 2.79 acres), and Lots 2 and 3 together (approximately 2.58 acres) as described in Exhibit A hereto.

2. **Section 4.** Section 4 is amended as follows:

4. Purchase Price: Purchase shall now be made in two separate purchase installments. Defined as Lot 1 and Lots 2 and 3, Illustrated in Exhibit A. Purchase Price to be \$836,626.00 for Lot 1 and Purchase Price to be \$773,654.00 for Lots 2 and 3, which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d.

**4.b. Delivery of Deposit.** The last sentence is amended as follows: “All portions of the original Deposit (“Deposit #1) as paid to the Closing Agent on 11-22-2023 shall be applied to the purchase price at the closing on Lot 1 and the additional deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at closing on Lots 2 and 3.”

Additionally, the following paragraph is added to Section **4.b. Delivery of the Second Deposit “Deposit #2”**. “Within 5 business days of closing of the Property identified as Lot 1, as described in Exhibit A, consisting of approximately 2.79 acres, Buyer shall deliver a second earnest money Deposit (“Deposit #2”) for Lots 2 & 3 in the amount of \$50,000.00 as described in Exhibit A, consisting of approximately 2.58 acres. Deposit #2 for the purchase on Lots 2 & 3 shall be nonrefundable immediately upon payment.”

**4.d. Third Earnest Money Deposit.** On or before January 22, 2025, Buyer shall deliver a third earnest money deposit in the amount of \$50,000.00 (“Deposit #3”) to the Closing Agent. Deposit #2 and Deposit #3 shall be applied to the purchase of lots 2 and 3 as provided in Section 5 so long as Closing is accomplished on or before the date set forth in Section 5. In the event Buyer fails to close on the Property in accordance with the provisions of Section 5 of the Agreement, the Closing Agent shall deliver the Additional Deposit to Seller. Deposit #3 for the purchase on Lots 2 & 3 shall be nonrefundable immediately upon payment.

3. **Section 5. Closing,** The first sentence of Section 5 of the Agreement is amended to read as follows:

This transaction shall be closed at the offices of Provo Abstract Company, Inc. (“Closing Agent”) located at 105 East 300 South, Provo, Utah, or at any other place as the Parties may agree. Closing on that portion of the Property identified as Lot 1, as described in Exhibit A, consisting of approximately 2.79 acres shall occur on or before July 22, 2024. If not, Seller shall retain the Deposit and Buyer shall forfeit all further rights contained in this Purchase Agreement including but not limited to the purchase of Lots 2 and 3. If the Closing on Lot 1 proceeds as described herein, Closing on that portion of the Property identified as Lots 2 and 3, as described in Exhibit A, consisting of approximately 2.58 acres, shall occur on or before July 22, 2025. The provisions of Sections 5.a., 5.b., 6., 7., and 8., shall apply to each Closing and shall be adjusted as to the documents and the purchase price on a pro rata basis according to the portion of the Property that is the subject of each Closing to effectuate the purposes of this Purchase Agreement.

4. Except as herein provided, all portions of the Purchase Agreement and prior Addenda shall remain unchanged and enforceable.

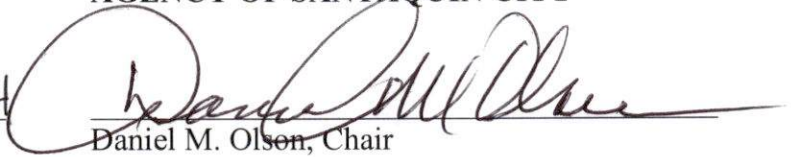
*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties have executed this Addendum #4 (Four) to the 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: June 4th, 2024

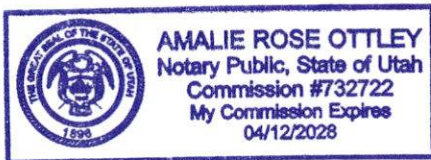
  
Daniel M. Olson, Chair

**ATTEST:**

  
Amalie R. Ottley, Secretary

STATE OF UTAH    )  
                          :SS  
COUNTY OF UTAH )

On this 4th day of June, 2024, 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:**

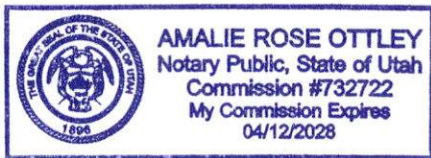
**SANTAQUIN PEAKS, LLC**, a Utah corporation

By: Steve Potter  
Steve Potter, its Member, Partner

**DATE:** June 4, 2024.

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH )

On this 4th day of June, 2024, personally appeared before me,  
James Bradshaw who, after being duly sworn, acknowledged to me that he is authorized to execute  
this document and who executed the same.



Notary Public Amalie Rose Ottley

**EXHIBIT A  
(PURCHASE AGREEMENT – AMENDED EXHIBIT A)**

**EXHIBIT 1  
(PURCHASE AGREEMENT)**

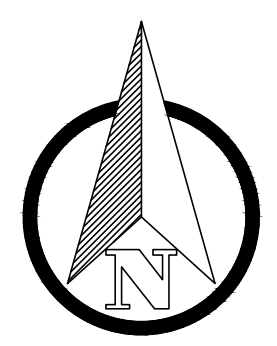
**EXHIBIT 2  
(ADDENDUM #1)**

**EXHIBIT 3  
(ADDENDUM #2)**

**EXHIBIT 4  
(ADDENDUM #3)**

E:\Prof\Santaquin Summit Parkway-Number\08-Dwg\Sheets\Summit Ridge Sub Plat-Amendment\_Final.dwg

4/30/2024



33  
4  
3  
FOUND BRASS CAP MONUMENT

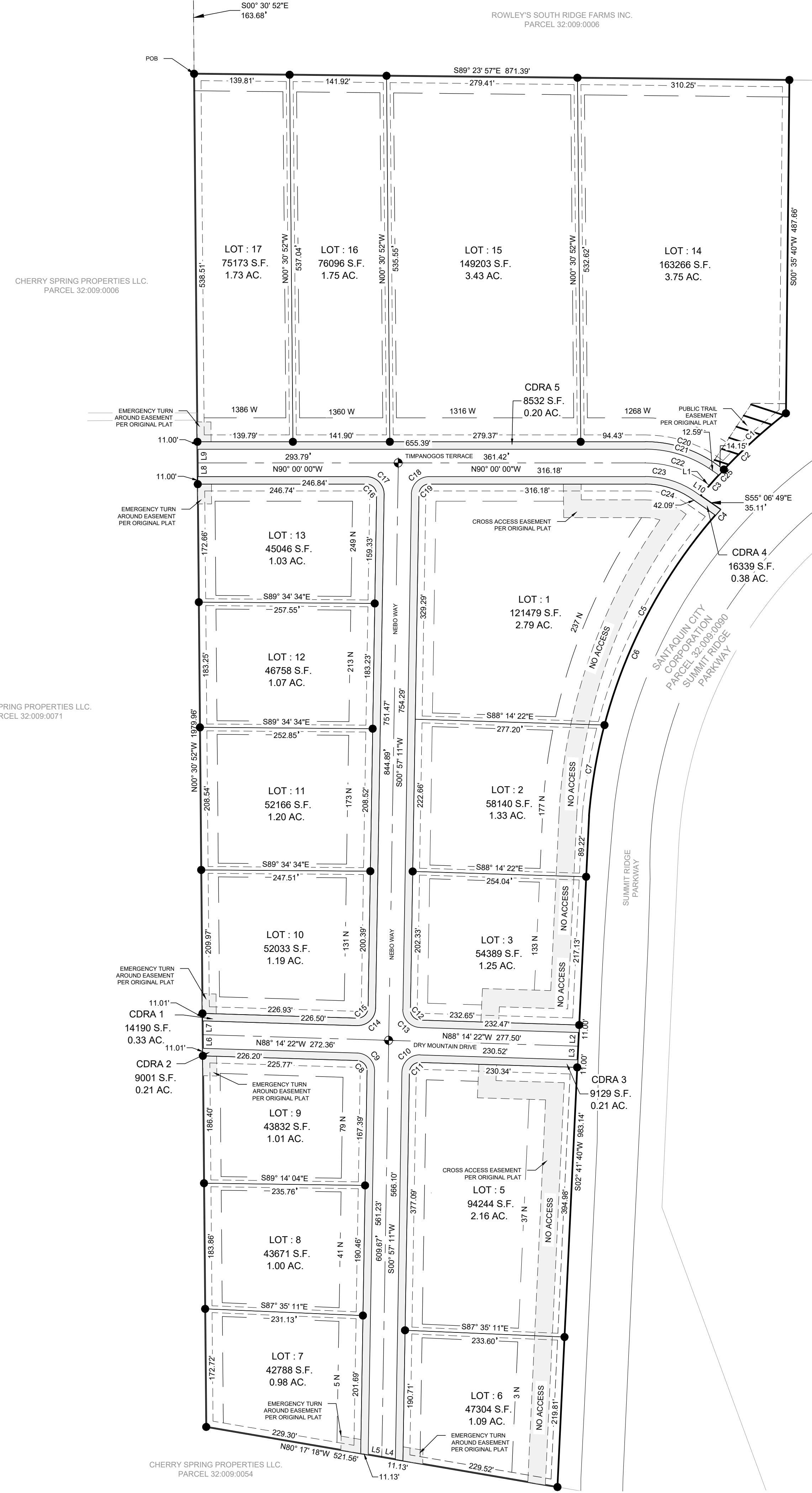
SECTION LINE  
BASIS OF BEARING  
N89°30'24"E 2649.01'

34  
3  
FOUND BRASS CAP MONUMENT

34  
3  
35  
2  
CALCULATED POSITION  
PER CORNER RECORD  
44.72 RC

### SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED

LOCATED IN THE:  
THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST  
SALT LAKE BASE AND MERIDIAN,  
UTAH COUNTY, UTAH



SANTAQUIN CITY CORPORATION  
PARCEL 32:009.0090  
SUMMIT RIDGE PARKWAY

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	122.72	792.00	8°52'41"	S47°48'25"W	122.60
C2	174.07	792.00	12°35'35"	S45°56'58"W	173.72
C3	40.24	792.00	2°54'40"	S41°06'31"W	40.24
C4	11.07	765.49	0°49'43"	S41°21'54"W	11.07
C5	350.30	765.49	26°13'10"	S27°50'27"W	347.25
C6	496.27	765.49	37°08'43"	S23°12'24"W	487.63
C7	134.90	765.49	10°05'49"	S09°40'57"W	134.72
C8	23.35	15.00	89°11'33"	S43°38'35"E	21.06
C9	40.47	26.00	89°11'33"	S43°38'35"E	36.51
C10	41.21	26.00	90°48'27"	N46°21'25"E	37.03
C11	23.77	15.00	90°48'27"	N46°21'25"E	21.36
C12	23.35	15.00	89°11'33"	S43°38'35"E	21.06
C13	40.47	26.00	89°11'33"	N43°38'35"W	36.51

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C14	41.21	26.00	90°48'27"	N46°21'25"E	37.03
C15	23.77	15.00	90°48'27"	N46°21'25"E	21.36
C16	23.81	15.00	90°57'11"	N44°31'24"W	21.39
C17	41.27	26.00	90°57'11"	N44°31'24"W	37.07
C18	40.41	26.00	89°02'49"	N45°28'36"E	36.46
C19	23.31	15.00	89°02'49"	S45°28'36"W	21.04
C20	110.21	181.00	34°53'11"	N72°33'24"W	108.51
C21	103.51	170.00	34°53'11"	S72°33'24"E	101.92
C22	91.33	150.00	34°53'11"	N72°33'24"W	89.93
C23	79.16	130.00	34°53'11"	S72°33'24"E	77.94
C24	72.46	119.00	34°53'11"	N72°33'24"W	71.34
C25	11.11	792.00	0°48'14"	S42°57'58"W	11.11

Parcel Line Table		
Line #	Length	Direction
L1	10.15	N55°06'49"W
L2	20.00	S02°41'40"W
L3	20.00	S02°41'40"W
L4	20.24	S80°17'18"E
L5	20.24	S80°17'18"E
L6	20.02	S00°30'52"E
L7	20.02	S00°30'52"E
L8	20.00	S00°30'52"E
L9	20.00	S00°30'52"E
L10	8.23	N55°06'49"W

**LEGEND**

- SECTION CORNER (FOUND)
- SECTION LINE
- BOUNDARY LINE
- PARCEL LINE
- SET MONUMENT (RIMROCK E&D)
- CENTERLINE MONUMENT

**SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED**

**RIMROCK ENGINEERING & DEVELOPMENT**

5513 W. 11000 N. #435  
HIGHLAND, UT 84003  
tgower@re-n-d.com  
801-837-0633

PROJECT NAME	
<b>SANTAQUIN PEAKS INDUSTRIAL PARK-AMENDED</b>	
<b>1" = 100'</b>	PROJECT # <b>SCC2207-01-01</b>
DRAWN: AP	DATE: 04/30/2024
CHECKED: TG	SHEET NO: 2 OF 2



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

**RESOLUTION 06-02-2024-CDA  
APPROVAL OF THE PROPOSED ASSIGNMENT OF A  
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 November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024 - CDA, approving Amendment #3 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-01-2024 - CDA, approving Amendment #4 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

**WHEREAS**, Santaquin Peaks, LLC now desires to assign said Real Property Purchase Agreement to LG SQ2, LLC; and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the proposed assignment of the previously approved Real Property Purchase Agreement, to LG SQ2, LLC.

**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 ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT is approved.

**SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve the ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT.

**SECTION 3:** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED THIS** 4<sup>th</sup> day of June, 2024.

  
Daniel M. Olson, Board Chair

Attest:

  
Amalie R. Ottley, Secretary

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

## ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement is made and entered into as of June \_\_, 2024, by and Santaquin Peaks, LLC., a Utah corporation (“**Assignor**”), and LG SQ2, LLC., a Utah limited liability company (“**Assignee**”).

A. Assignor and Community Development and Renewal Agency of Santaquin City, a political subdivision of the state of Utah (“**Seller**”), entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement.

B. Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee wishes to accept such assignment and assume Assignor’s obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Pursuant to Section 24 of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, interests, duties, liabilities, and obligations pertaining to the Purchase Agreement, and Seller hereby consents to such Assignment.

2. Assumption. Assignee assumes all of Assignor’s right, title, and interest in and to the Purchase Agreement and with respect to the Property and the Deposit or earnest money, including Assignor’s duties, obligations, and liabilities under the Purchase Agreement.

3. Indemnification. As consideration for Seller’s agreement to this Assignment and Assumption of Purchase and Sale Agreement, Santaquin Peaks, LLC. and LG SQ2, LLC. agree to be jointly and severally liable and shall indemnify Seller for any and all claims, damages, as a result of this assignment, pursuant to the existing agreement between Assignor and Seller.

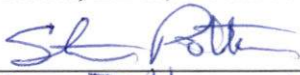
4. Miscellaneous. This Assignment may be executed in counterparts. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah without reference to its choice-of-law provisions.

*[Signatures on following page.]*

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is made and entered into as of the date first set forth above.

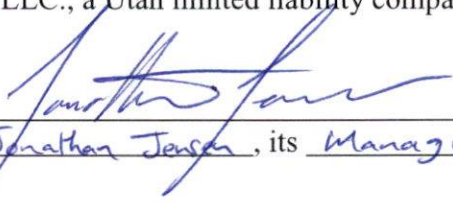
**ASSIGNOR:**

**Santaquin Peaks, LLC.**, a Utah corporation

By:   
Name: Steve Potter, its Member, Partner

**ASSIGNEE:**

**LG SQ2, LLC.**, a Utah limited liability company

By:   
Name: Jonathan Jensen, its Manager

*[Seller consent on following page.]*

Seller hereby consents to this Assignment and Assumption of Purchase and Sale Agreement.

**Community Development and Renewal Agency of  
Santaquin City**, a political subdivision of the state  
of Utah

By:   
Daniel M. Olson, Chair