



## CITY COUNCIL REGULAR MEETING

Tuesday, January 06, 2026, 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://www.youtube.com/@santaquincity> or by searching for Santaquin City Channel on YouTube.

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### ADA NOTICE

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

## AGENDA

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### INVOCATION / INSPIRATIONAL THOUGHT

### DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

### CONSENT AGENDA (MINUTES, BILLS, ITEMS)

#### Minutes

1. 12-16-2025 City Council Work Session Meeting Minutes
2. 12-16-2025 City Council Regular Meeting Minutes

#### Bills

3. Review City Expenditures from 12-13-2025 to 12-30-2025 in the amount of \$1,899,895.53

### PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

#### Recognitions

4. Employee of the Month - Willy Marvin

#### Public Forum

### BUILDING PERMIT & BUSINESS LICENSE REPORT

### RESOLUTIONS, ORDINANCES, & DISCUSSION & POSSIBLE ACTION ITEMS

#### Resolutions

5. 01-01-2026 – America/Utah 250 Memorandum Of Understanding

6. 01-02-2026 – America/Utah 250 Licensing Agreement

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

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

7. 01-01-2026 CDA – Purchase Agreement Amendment Mahogany Land Development

8. 01-02-2026 CDA – Purchase Agreement Amendment Precision Millwork

## **REPORTS BY MAYOR AND COUNCIL MEMBERS**

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

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

## **ADJOURNMENT**

### **CERTIFICATE OF MAILING/POSTING**

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda may be found at [www.santaquin.gov](http://www.santaquin.gov), in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

BY:



Stephanie Christensen, City Recorder



## CITY COUNCIL WORK SESSION MEETING

Tuesday, December 16, 2025, at 5:30 p.m.

Council Chambers at City Hall and Online

### MINUTES

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

#### ROLL CALL

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

Absent Art Adcock

Others present included City Manager Norm Beagley, Legal Counsel Brett Rich, Assistant City Manager Jason Bond, City Recorder Stephanie Christensen, Chris Lindquist, Fire Battalion Chief Allen Duke, Mark Gheen, Jason Holt, Greg and Kimberly Rumsey, April Marin, Danny and Mandy Thomas.

#### PLEDGE OF ALLEGIANCE

City Manager Norm Beagley led the Pledge of Allegiance.

#### INVOCATION/INSPIRATIONAL THOUGHT

Councilor Mecham offered an invocation.

#### DISCUSSION ITEMS

##### 1. Recognized CERT Members

Mayor Olson welcomed Chris Lindquist and the new CERT Members. The Community Emergency Response Team (CERT) has been active in Santaquin since 2002. Chris Lindquist informed the council that this year's training they had 9 citizens complete the training. Chris stated they currently have 30 members on the team. Mayor Olson remembers the CERT members during the mud slide and how unbelievable the team was and the care they took with the citizens of Santaquin. The new members include Jason Holt, Mark Gheen, April Marin, Greg and Kimberly Rumsey, Danny and Mandy Thomas.

##### 2. ADU Business Requirements

Assistant City Manager Jason Bond informed the council members about the possibility of having an accessory dwelling unit ADU application for our city. This would be for basement apartment rentals. Currently the city does not have external or internal ADU applications or permits. One of the reasons why we are bringing this up is in regard for safety reasons and assurance the unit is done properly and completed per the code. At this time, we don't have data on how many our city has or where they are located. The State is asking what our numbers are for ADU's in our city; we do our best guess with the basement building permit applications we have received. It is going to be a bit of a transition. We put together an application to get an idea of what it would look like. We were planning a small administrative fee for the permit. The first year we were thinking there would be no charge. Also, there

would not be a renewal fee unless it lapsed, then we would require another inspection to make sure the unit is still safe and up to code.

Councilor Del Rosario informed the council he knows several family members in other cities that have these permits. Councilor Keel was wondering about having them notify the city, but not require an inspection. Councilor Mecham stated he thinks if the house transfers to someone else, then an inspection would be required. Assistant City Manager Jason Bond informed the council that anything you do with your home needs a permit such as an addition, kitchen remodel, adding a bedroom or bathroom even for a water heater. We are not changing the requirements just having the homeowner notifying us that there is one at that location. City Manager Norm Beagley informed the Council that there are other cities who don't have these types of permits either, but future property owners are asking if their property has a valid building permit. Counselor Del Rosario stated he feels the people in the real estate world would be happy for this, it provides insurance for renters. Counselor Del Rosario also thinks the permit process adds clarity, and most people would be grateful for this in his opinion. Assistant City Manager Jason Bond informed the members that our inspectors cannot see inside the walls, but can look at what they see and can check the electricity and plumbing and additional items in the home. Councilor Keel found in his experience that homeowners are worried about the inspections and what may happen if they come and inspect. Councilor Keel also stated we need to be careful addressing this matter in regard to infringing of people's privacy. City Manager Norm Beagley informed the council members that the city has well trained inspectors and only lets city approved inspectors inspect homes in Santaquin for City purposes. Assistant City Manager Jason Bond informed the councilors that this is ultimately their decision to look over and review the code, then we can discuss this at a later date. City Manager Norm Beagley expressed his thoughts about council members reading the code (10.16.080) and coming back for another work session on this in a couple weeks

### **3. Upcoming Agenda Items**

City Manager Beagley went over items on the upcoming Regular City Council agenda. City Manager Beagley informed the council members that the bills might look a little bit high because we didn't have bills on the last City Council agenda. We also have Yu Kitchen here for Business Spotlight. City Manager Beagley informed the council members that they will have Resolution 12-03-2025 for the Sunset Ridge Development Agreement. It went through Planning Commission last week and received a positive recommendation. Also, Ordinances 12-02-2025 and 12-03-2025 regarding the WUI Code and Map received a positive recommendation from the Planning Commission received. City Manager Beagley informed the council members there will be two Discussion & Possible Action items on the agenda. The first one is for the acceptance of the contract for Musco Lighting for volleyball court lighting at Centennial Park. The second one is the Sutherland annexation acceptance of their petition. There will also be two CDA Resolutions. One 12-02-2025 CDA for Kirk Greenhalgh to eliminate the rock on a couple columns and wains coat on the back of the building. The front of the building will not change. The second one is 12-03-2025 CDA Purchase Assignment of a Real Property Purchase Agreement with Alika Fisher.

### **ADJOURNMENT**

Councilor Siddoway made a motion to adjourn the City Council Work Session. 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 City Council Work Session Meeting adjourned at 6:40 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Stephanie Christensen, City Recorder**



## REGULAR CITY COUNCIL MEETING

Tuesday, December 16, 2025, at 7:00 p.m.  
Council Chambers at City Hall and Online

### MINUTES

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

#### ROLL CALL

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

Absent Art Adcock

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, City Engineer Jon Lundell, City Legal Counsel Brett Rich, Recorder Stephanie Christensen, Earl and Julie Sutherland, Mark Robins, Glade Robins, Chris Bird, Alika Fisher, Chris Lindquist, Fire Battalion Chief Allen Duke , Jennifer Yu, Kirk Greenhalgh, Kim and Kevin Liefer and Caden Smith.

#### PLEDGE OF ALLEGIANCE

Mark Robins led the Pledge of Allegiance.

#### INVOCATION/INSPIRATIONAL THOUGHT

Mayor Olson offered an invocation.

#### DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

#### CONSENT AGENDA (MINUTES, BILLS, ITEMS)

##### Minutes

1. 12-02-2025 City Council Regular Meeting Minutes

##### Bills

2. Review City Expenditures from 11-15-2025 to 12-12-2025 in the amount of \$3,360,156.8.

Councilor Keel made a motion to approve the Consent Agenda items 1 and 2. Councilor Siddoway seconded the motion.

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

The motion passed.

## RECOGNITIONS & PUBLIC FORUM

### Recognitions

#### 3. Small Business Spotlight - Yu Kitchen

Councilor Mecham introduced Jennifer Yu from Yu Kitchen and said Yu Kitchen is one of his favorite places to eat. He looks forward to seeing them grow in our city.

*This month, we are excited to spotlight Yu Kitchen, a delightful restaurant located in Santaquin, owned by the warm and welcoming Yu family. Tom and Julie Yu, along with their daughter Jennifer, have made a significant impact on our community since opening their doors.*

### A Family Journey

*Originally from China, Tom moved to the USA about 20 years ago. After a few years, he brought his wife, Julie, and their daughter, Jennifer, to join him, emphasizing the importance of family in their journey. Having lived in Payson for several years, the Yu's have grown to love the area and community.*

### Business Experience

*The Yu's are no strangers to entrepreneurship. They have successfully run other businesses and, during the pandemic of 2020, made the strategic decision to sell those ventures. Recognizing an opportunity to contribute to the Santaquin community, they opened Yu Kitchen, where they serve a fantastic menu filled with delicious food that reflects their heritage.*

### Commitment to Community

*At Yu Kitchen, customers can expect not only great food but also a friendly and helpful atmosphere. Tom and Julie take pride in their restaurant and have expressed their gratitude for the support they've received from the people of Santaquin. Their goal is to create a welcoming space where everyone feels at home.*

### Future Plans

*As Yu Kitchen continues to grow, the Yu family is planning to find a bigger location in Santaquin to accommodate more guests for a sit-down dining experience. Additionally, they are excited to announce the opening of a new restaurant in Hurricane in the coming weeks.*

*We warmly welcome Tom, Julie, and Jennifer to Santaquin and encourage everyone to visit Yu Kitchen to enjoy their amazing offerings. Experience the flavors of their menu and the genuine hospitality that the Yu family brings to our community.*

## PUBLIC FORUM

Kim Lieffer addressed the council members with her concerns regarding the Sunset Ridge Development Agreement. Kim Lieffer's house is about 15 feet below the new development with the retention pond and stated her concerns for the soil retention and water drainage. Mrs. Lieffer also expressed her concerns about how they are going to take care of 7 acres for a retention pond because the pump station lot has not been taken care of. The property is completely full of weeds and has never been maintained. Mrs. Lieffer asked how the city is going to keep 7 acres maintained. Please take this into consideration for those homes that have been there for years. Kim Lieffer informed the council members that her home is on the low end of the development and was wondering how large the homes that are going in are going to be. Mrs. Liefer appreciates time she was given to express her concerns and she loves Santaquin.

#### **BUILDING PERMIT & BUSINESS LICENSE REPORT**

Assistant City Manager Bond presented the Building Permit Report. 232 residential units have been issued building permits in the current calendar year. In comparison, 72 single and multi-family residential units have been issued building permits in the current fiscal year (July 1, 2025 – June 30, 2026). 2 new business licenses have been issued in the last month.

#### **RESOLUTIONS, ORDINANCES, & DISCUSSION & POSSIBLE ACTION ITEMS**

##### **Resolutions**

###### **Resolution 12-03-2025 - Approval of Sunset Ridge Development Agreement**

Mayor Olson stated he appreciates the comments that they have heard and will definitely take that into consideration. The debris basins are all part of a grant the city is working on bringing together 5 debris basins. The town has to purchase or trade for the property, or we don't get property for these debris basins. There has been a lot of work and discussion to get to this point, and the Sunset Ridge developers have met with us a few times and are working with us to bring this project to light. The newly acquired property will also include new access to trails and the mountain.

City Manager Norm Beagley stated that this new development would bring in new single family homes, a few townhomes and some commercial and the City would trade for a portion of the 5.58 acres for the debris basin. It has a positive recommended by the Planning Commission and will have 3 new rezones. There are two areas that will be rezoned to commercial and one area that would be rezoned main street residential. There will also be a Public Facility zone for the 5.58 acres and the trailhead. In the agreement there is a relaxation of the requirement for improvements to those open spaces. The debris basin would have a trail segment around the top of it and would potentially become part of the Bonneville trail. There will also be access to 2 additional trailheads. City Manager Norm Beagley emphasized that these are the major considerations of the planning and zoning part of things. In the future, we will discuss shared parking and get into the details of that. The parking concerns for the townhomes will come at a later date when the project progresses through the City's subdivision and site plan processes, this is just a concept plan. City staff will make sure all the City requirements are being met. City Manager Beagley also stated that each home will need an individual draining plan and retaining walls for that area if or as needed. City Manager Beagley informed the council of the potential to use the developer's services for mass grading onsite. They would be able to use the materials from the debris basin grading onsite, but not for resale. The mass grading permit will be coming at a later date. Assistant City Manager Jason Bond informed the council members that this is a development agreement. The specifics and details of the area will come at a later date. Councilor Del Rosario

expressed his concern for parking in that area and was assured that it will be addressed as the project continues. City Manager Beagley wanted to make sure the council members knew the effective date would be January 31<sup>st</sup>, 2026. Some additional property will need to be acquired up and above the traded property.

Councilor Mecham made a motion to approve Resolution 12-03-2025 – Approval of Sunset Ridge Development Agreement with the effective date of January 31, 2026, and acquisition of the property. 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.

### **Ordinances**

#### **Ordinance 12-02-2025 - Adopt 2006 Wildland-Urban Interface Code**

Mayor Olson introduced Chris Lindquist and Fire Battalion Chief Allen Duke. City Manager Norm Beagley stated that we have need to adopt the 2006 Code because that is what the state has adopted and we don't want our WUI code to be more stringent than what the state requires. Chris Lindquist stated that this was being forced upon us and they are doing everything they can to make it as good for our community as it possible can. Chris Lindquist and Allen Duke agree this is the best WUI Code and Map for us to adopt. Mayor Olson expressed his concerns and disagreement with forcing us to adopt a WUI Code and Map, but at this time we have done all we can do.

Councilor Keel made a motion to approve Ordinance 12-02-2025 – Adopt 2006 Wildland-Urban Interface Code. Councilor Del Rosario seconded the motion.

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

The motion passed.

#### **Ordinance 12-03-2025 - Adopt City Wildland-Urban Interface Map**

City Manager Norm Beagley displayed the map for the council members. Chris Lindquist stated that Chief Lind has carefully approached the map and has not wanted to be punitive to existing homes. Anything existing is not going to have to be adapted to the WUI code. City Manager Norm Beagley informed the council members that no existing homes or single family lots are included in this map, it is all raw ground.

Councilor Mecham made a motion to approve Ordinance 12-03-2025 – Adopt City Wildland-Urban Interface Map. Councilor Siddoway seconded the motion.

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

The motion passed.

## **Discussion & Possible Action**

### **Discussion & Possible Action - Sutherland Annexation Petition Acceptance**

Glade Robins addressed the council members stating that this is a piece of property their family owns and has realized farming isn't a way to make a living anymore and has decided to sell this piece. The people who are interested in the property want it in the city limits. Glade Robins has concerns regarding the water on the property and what is necessary for the lots to be buildable. The irrigation water that has been on the property was rented. City Manager Norm Beagley stated that our code requires water dedication at the time of development, not at annexation. City Manager Beagley stated the water element will be something we will need to look into as far as rented shares. This is the acceptance for the proposed annexation petition only.

Councilor Siddoway made a motion to approve the Sutherland Annexation Petition. Councilor Mecham seconded the motion.

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

The motion passed.

### **Discussion & Possible Action Item - Award Contract to Musco Lighting for Centennial Park Volleyball Sports Court Lighting**

City Manager Norm Beagley informed the council members that this is for sports lighting for the volleyball court at Centennial Park. This is a photometric plan for that project. These lights do not have an extended effect on the surrounding areas. There are 2 50-foot poles. City Engineer stated to the council members that we are trying to plan ahead with this project. If we want to add lights to the basketball court at a future date with this project, we can just install the poles, lights, and wiring. There will be a fourth coming budget amendment to cover the additional \$14,000.

Councilor Del Rosario made a motion to award the contract to Musco Lighting for Centennial Park Volleyball Sports Court Lighting. Councilor Siddoway 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**

Mayor Olson stated we needed to convene into the Santaquin Community Development and Renewal Agency. Councilor Mecham made a motion to enter into the Santaquin Community Development and Renewal Agency (CDRA) Board Meeting. Councilor Mecham seconded the motion.

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

The motion passed.

The CDRA Board meeting began at 8:05 p.m.

#### **Resolution 12-02-2025 CDA - Purchase Agreement Amendment Greenhalgh Construction Holdings**

Kirk Greenhalgh spoke to the council members that they are trying to reduce the rock on two columns and remove the wains coat on the North side which is the back. Mr. Greenhalgh informed the members that this will save \$15,000. The front of the building will remain the same.

Board member Mecham made a motion to approve Resolution 12-02-2025 CDA Purchase Agreement Amendment Greenhalgh Construction Holdings. Board 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.

#### **Resolution 12-03-2025 CDA - Approval of a Proposed Assignment of a Real Property Purchase Agreement**

City Manager Norm Beagley informed the board that Alika Fisher would like to close on the property using his land holding company instead of his individual name. The land holding company is in his name as well, but for tax purposes and titling this is the best solution.

Board member Siddoway made a motion to approve Resolution 12-03-2025 CDA Approval of a Proposed Assignment of a Real Property Purchase Agreement. Board member Keel seconded the motion.

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

The motion passed.

Board member Mecham made a motion to end the Santaquin Community Development and Renewal Agency (CDRA) Board Meeting and enter back into the Regular City Council Meeting. Board member Keel seconded the motion.

The CDRA Board meeting ended, and the Regular City Council meeting reconvened at 8:11 p.m.

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

Assistant City Manager Jason Bond informed the council that at the last Planning Commission they approved the preliminary plan for Apple Grove Condo. DRC is waiting for a completed application from Ahlin A- Ranch.

City Manager Beagley had nothing to report.

Councilor Keel, Councilor Mecham and Councilor Siddoway had nothing to report

Councilor Del Rosario stated that Holly Days turned out great and the drone show was awesome. Also, the Holiday Light Decoration contest entries are really really good. The map is on social media and he encouraged all the council members to see them.

Mayor Olson stated that the citizens need to listen to some announcements coming soon. Lots of good stuff happening.

#### **ADJOURNMENT**

Councilor Keel made a motion to adjourn the meeting. Councilor 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 8:15 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Stephanie Christensen, City Recorder**

DRAFT

**SANTAQUIN CITY CORPORATION**  
**Check Register**  
**CHECKING - ZIONS - 12/13/2025 to 12/30/2025**

<b>Payee Name:</b>	<b>Payment Date:</b>	<b>Amount:</b>	<b>Description:</b>	<b>Ledger Account:</b>
ACE RENTS INC.	12/19/2025	\$81.84	Rental-Stump Grinder	1060360 - EQUIPMENT RENTAL
ACE RENTS INC.	12/19/2025	\$81.84	Rental-Stump Grinder	1070360 - EQUIPMENT RENTAL
ACE RENTS INC.	12/19/2025	\$81.84	Rental-Stump Grinder	5140360 - EQUIPMENT RENTAL
ACE RENTS INC.	12/19/2025	\$81.84	Rental-Stump Grinder	5240360 - EQUIPMENT RENTAL
ACE RENTS INC.	12/19/2025	\$81.84	Rental-Stump Grinder	5440360 - EQUIPMENT RENTAL
ACE RENTS INC.	12/30/2025	\$63.25	Rental-Forklift Extensions	5240360 - EQUIPMENT RENTAL
		\$472.45		
ANTONIO ISRAEL GONZALEZ DBA IGN SERVICES, LLC	12/24/2025	\$4,446.00	Interpreter Services - 1-2025 to 12-2025	1042310 - PROFESSIONAL & TECHNICAL
AT&T MOBILITY	12/24/2025	\$25.31	Tablets	5140280 - TELEPHONE
AT&T MOBILITY	12/24/2025	\$25.31	Tablets	5440280 - TELEPHONE
		\$50.62		
BANK OF UTAH - ATTN: JARED ANDERSON	12/24/2025	\$26,986.75	Interest - 2018 Excise Tax Rev Bonds	4540882 - 2018 ROAD BOND - INTEREST
BARLOW, RICHELLE *	12/24/2025	\$30.04	Refund: 1410012 - BARLOW, RICHELLE *	5113110 - ACCOUNTS RECEIVABLE
BART GIBB	12/19/2025	\$12,417.20	Adcock Acres Construction bond release	1022450-987 - (CONST BOND)Adcock's Acre
BART GIBB	12/19/2025	\$322.22	Construction Bond Release - Adcock's Acre - Interest	1022850 - INTEREST - DEVELOPMENT BND/WNTY
		\$12,739.42		
BLACK BOX SAFETY, INC.	12/19/2025	\$1,153.81	Point Blank EXKII Soft Armor Vest w/2 Hilite Carriers, Rasmussen	1054705 - EQUIPMENT ROTATION PROGRAM
BLACK BOX SAFETY, INC.	12/19/2025	\$3,276.00	Point Blank Guardian Gen 3 Builder, Uniform Carriers x 14	1054702 - COMM ON CRIM & JUV JUST -CCJJ
		\$4,429.81		
BRIDGESOURCE, LLC	12/24/2025	\$35.71	Kerosene-Pressure Washer	1060240 - SUPPLIES
BRIDGESOURCE, LLC	12/24/2025	\$35.71	Kerosene-Pressure Washer	1070300 - PARKS GROUNDS MAINTENANCE & SUPPLIES
BRIDGESOURCE, LLC	12/24/2025	\$35.71	Kerosene-Pressure Washer	1077300 - CEMETERY GROUNDS MAINTENANCE
BRIDGESOURCE, LLC	12/24/2025	\$35.71	Kerosene-Pressure Washer	5140240 - SUPPLIES
BRIDGESOURCE, LLC	12/24/2025	\$35.71	Kerosene-Pressure Washer	5240240 - SUPPLIES
BRIDGESOURCE, LLC	12/24/2025	\$35.74	Kerosene-Pressure Washer	5440240 - SUPPLIES
BRIDGESOURCE, LLC	12/24/2025	\$414.92	Fuel	1060260 - FUEL
BRIDGESOURCE, LLC	12/24/2025	\$414.92	Fuel	1070260 - FUEL
BRIDGESOURCE, LLC	12/24/2025	\$414.92	Fuel	5140260 - FUEL
BRIDGESOURCE, LLC	12/24/2025	\$414.92	Fuel	5240260 - FUEL
BRIDGESOURCE, LLC	12/24/2025	\$414.93	Fuel	5440260 - FUEL
		\$2,288.90		
CENTRAL UTAH 911	12/30/2025	\$30,381.15	Dispatch Fees October-December 2025	1054340 - CENTRAL DISPATCH FEES
CHELSEA ROWLEY	12/19/2025	\$433.84	Youth Council Jackets	1041670 - YOUTH CITY COUNCIL EXPENSES
CHEMTECH-FORD, LLC	12/19/2025	\$150.00	Water Testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, LLC	12/19/2025	\$30.00	Bac-T testing for Tanner Flats Phase 2 amended	1022451-012.01 - (INSP&TESTING)Tanner Flats Phase 2
		\$180.00		
CHILD SUPPORT SERVICES/ORS	12/19/2025	\$170.31	Garnishment - Child Support	1022420 - GARNISHMENTS
CORPORATE TRADITIONS	12/19/2025	\$1,000.00	Volunteer Appreciation Gift Cards (x2)	6640720 - RAP TAX EXPENSE
CORPORATE TRADITIONS	12/19/2025	\$100.00	Christmas Bonus - Correction	6140120 - SALARIES & WAGES (PART TIME)
		\$1,100.00		
COURT SERVICES OF UTAH, LLC	12/24/2025	\$106.98	Court Bailiff Services	1043310 - PROFESSIONAL & TECHNICAL

CUSTOM SIGNWORKS, LLC	12/19/2025	\$576.00	Group Fitness Marketing Banners	6840800 - AEROBICS
DEMCO, INC	12/19/2025	\$812.91	Library Supplies	7240240 - SUPPLIES
EFTPS	12/23/2025	\$9,873.36	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	12/23/2025	\$27,951.39	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	12/23/2025	\$42,217.16	Social Security Tax	1022210 - FICA PAYABLE
		\$80,041.91		
ENBRIDGE GAS UT WY ID	12/30/2025	\$209.24	188 S Center	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$216.08	98 S Center	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$218.59	1215 N CENTER	5240500 - WRF - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$304.36	200 S 400 W	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$312.14	110 S Center	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$675.29	275 W Main St	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$801.61	1205 N Center	1051270 - UTILITIES
ENBRIDGE GAS UT WY ID	12/30/2025	\$983.52	45 W 100 S	1051270 - UTILITIES
		\$3,720.83		
FLEETPRIDE	12/19/2025	-\$149.46	Credit Memo for Fleet Pride	7657250 - FIRE - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/19/2025	\$981.09	Front end repair, tie rods and bearings	7657250 - FIRE - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/19/2025	\$83.99	Parts for E-145 front end	7657250 - FIRE - EQUIPMENT MAINTENANCE
		\$915.62		
GRANITE CONSTRUCTION COMPANY	12/24/2025	\$950.00	Asphalt for Road Patching	1060240 - SUPPLIES
HANSEN, ALLEN & LUCE, INC	12/19/2025	\$319.50	Design services for connection to CUWCD ULS pipeline - Capital Project	5440750 - CAPITAL PROJECTS
HANSEN, ALLEN & LUCE, INC	12/19/2025	\$6,172.25	Pl master plan impact fee update	6040730 - CAPITAL FACILITY PLAN UPDATE
HANSEN, ALLEN & LUCE, INC	12/19/2025	\$8,273.25	Drinking water master plan impact fee update	5540730 - CAPITAL FACILITY PLAN UPDATE
HANSEN, ALLEN & LUCE, INC	12/19/2025	\$8,805.25	Sewer master plan impact fee update	5640735 - CAPITAL FACILITY PLAN UPDATE
		\$23,570.25		
HENRY SCHEIN	12/19/2025	\$446.32	EMS supplies medications, gloves	7657242 - EMS - SUPPLIES
HONEY BUCKET	12/30/2025	\$129.38	Portable for Cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
HONEY BUCKET	12/30/2025	-\$101.65	Credit for Portable Pickup	1077300 - CEMETERY GROUNDS MAINTENANCE
		\$27.73		
HUMPHRIES INC	12/19/2025	\$261.96	EMS supplies Oxygen	7657242 - EMS - SUPPLIES
INTERMOUNTAIN FARMERS, INC.	12/19/2025	\$999.95	Sterilant for debris basins	1060240 - SUPPLIES
INVENGO AMERICAN CORP./FE TECHNOLOGIES AMERICAN CORPORATION	12/19/2025	\$313.83	Fe Tech Subscription for Library	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
JEFFERSON, OFFICER CLAYTON	12/19/2025	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
JOHNSON TIRE SERVICE	12/19/2025	\$923.80	PW12 Tires	5240250 - EQUIPMENT MAINTENANCE
JONES PAINT & GLASS	12/30/2025	\$272.36	Paint for Well House	5140240 - SUPPLIES
JOSHUA GREEN DBA HERO FINANCIAL COACHING LLC.	12/30/2025	\$1,160.00	Voluntary Financial Training Program for Christian Abbott	1043230 - EDUCATION, TRAINING & TRAVEL
KATRINA NELSON DBA FACE PAINTING KAT	12/19/2025	\$1,620.00	Holly Day Event Holiday Characters	6240251 - COMMUNITY EVENTS EXPENSE
LANDMARK EXCAVATING, INC.	12/19/2025	\$211,705.65	Santaquin Main Street progress payment to Landmark Excavating	4540306 - MAIN STREET WIDENING
LAUREL TECH-LAUREL INNOVATIONS, INC.	12/30/2025	\$1,381.50	2025 Race Timing	6240251 - COMMUNITY EVENTS EXPENSE
LGI HOMES	12/30/2025	\$104.84	Refund: 1312260 - LGI HOMES	5113110 - ACCOUNTS RECEIVABLE
LGI HOMES	12/30/2025	\$107.57	Refund: 9012670 - LGI HOMES	5113110 - ACCOUNTS RECEIVABLE

				\$212.41
LUDLOW, SHANNON	12/19/2025	\$1,200.00	Adult Softball Officiating	6140670 - ADULT SPORTS
MACEYS - SANTAQUIN	12/19/2025	\$21.98	Cupcakes for Training/Birthdays	1054230 - EDUCATION, TRAINING & TRAVEL
MACEYS - SANTAQUIN	12/19/2025	\$7.99	Admin Meeting	1043610 - OTHER SERVICES
MACEYS - SANTAQUIN	12/19/2025	\$7.78	Employee Christmas Luncheon	1043483 - EMPLOYEE ENGAGEMENT
MACEYS - SANTAQUIN	12/19/2025	\$19.27	Library Program Bookclub	7240240 - SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$1.47	Library Programs-Bookclub	7240320 - PROGRAMS
MACEYS - SANTAQUIN	12/19/2025	\$23.84	Employee Christmas Luncheon	1043483 - EMPLOYEE ENGAGEMENT
MACEYS - SANTAQUIN	12/19/2025	\$66.32	Court Supplies	1042240 - SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$45.91	Library Programs-Teen Book Club	7240320 - PROGRAMS
MACEYS - SANTAQUIN	12/19/2025	\$23.97	Dessert for CUCMA Luncheon	1043610 - OTHER SERVICES
MACEYS - SANTAQUIN	12/19/2025	\$38.30	Water	1060240 - SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$38.30	Water	1070300 - PARKS GROUNDS MAINTENANCE & SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$38.30	Water	5140240 - SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$38.30	Water	5240240 - SUPPLIES
MACEYS - SANTAQUIN	12/19/2025	\$38.32	Water	5440240 - SUPPLIES
		\$410.05		
MAVERIK, INC.	12/19/2025	\$32.50	Restitution - Case #241500008	1022430 - COURT FINES AND FORFEITURES
MCMASTER-CARR	12/30/2025	\$70.65	Float for Sump Pump	5240550 - WRF - EQUIPMENT MAINTENANCE
MONROE, JAYLEE	12/30/2025	\$40.00	Facility Deposit Refund	6734152 - CLASSROOM RENTAL REVENUE
MOPA LLC	12/19/2025	\$450.00	Station Alert Tones repair Upstairs	7657250 - FIRE - EQUIPMENT MAINTENANCE
MORIN, FLAVIA	12/19/2025	\$430.00	Facility Deposit Return	1034775 - BUILDING RENTAL
MOUNTAIN ALARM	12/30/2025	\$233.38	Alarm Monitoring for City Hall and Public Safety Building	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	12/19/2025	\$859.46	Valve Box Kits	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/19/2025	\$183.38	Supplies-Unipro	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/19/2025	\$183.38	Supplies-Unipro	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/19/2025	\$1,030.24	Supplies	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/19/2025	\$1,030.24	Supplies	5440240 - SUPPLIES
		\$3,286.70		
MURDOCK FORD	12/19/2025	\$166.25	PW37 Shifter	1070250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	12/19/2025	\$166.25	PW37 Shifter	1077250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	12/19/2025	\$38.00	Surplus Truck	1060250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	12/19/2025	\$173.62	B-143 windshield washer reservoir	7657250 - FIRE - EQUIPMENT MAINTENANCE
		\$544.12		
OLD PIONEER PRESS	12/30/2025	\$375.00	Little Buckaroo Program Printing	6240260 - RODEO EXPENSE
OUT BACK GRAPHICS, LLC	12/19/2025	\$146.85	Signs-Federal Offense	5140240 - SUPPLIES
OUT BACK GRAPHICS, LLC	12/19/2025	\$146.85	Signs-Federal Offense	5440240 - SUPPLIES
		\$293.70		
OVESON, MARISSA	12/30/2025	\$680.55	Reimburse Head Cook for Senior Food Purchased on own credit card	7540480 - FOOD
OWENS, DILAN	12/19/2025	\$50.00	Employee Significant Event - New Baby	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$40.25	PW69 Maintenance	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$63.91	Supplies	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$89.67	PW8 Repair	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$89.68	PW8 Repair	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$16.24	Supplies	5440240 - SUPPLIES

PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$16.26	Supplies	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$16.26	Supplies	1070300 - PARKS GROUNDS MAINTENANCE & SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$16.26	Supplies	5140240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/19/2025	\$16.26	Supplies	5240240 - SUPPLIES
		\$364.79		
PRECISION CONCRETE CUTTING	12/19/2025	\$14,992.90	Sidewalk Project	1060495 - SIDEWALK REPAIR & REPLACE
PRINCIPAL LIFE INSURANCE COMPANY	12/24/2025	\$7,234.00	Dental & Vision Premiums - Jan 2026	1022501 - DENTAL
PRINCIPAL LIFE INSURANCE COMPANY	12/24/2025	\$9.70	Vision Premium - COBRA Hooser	1022508 - VISION
PRINCIPAL LIFE INSURANCE COMPANY	12/24/2025	\$44.34	Dental Premium - Surviving Spouse - Hooser	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM
PRINCIPAL LIFE INSURANCE COMPANY	12/24/2025	\$88.48	Dental Premium - COBRA BELL	1022501 - DENTAL
		\$7,376.52		
RB&G ENGINEERING, INC	12/19/2025	\$1,507.00	Santaquin Main street Geotechnical inspection and testing	4540306 - MAIN STREET WIDENING
REALITY APPAREL, LLC	12/19/2025	\$2,616.35	Uniform 1/4 Zips	7657244 - UNIFORMS
RED RHINO INDUSTRIAL	12/19/2025	\$68.50	Supplies	1060240 - SUPPLIES
REVCO	12/19/2025	\$597.51	Copy Machine Lease - City Hall	4340300 - COPIER CONTRACT
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	-\$2,091.60	Customer Deposit for MS Licensing Annual - Credit for Pre-payment	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$5.00	Sophos Endpoint Advanced Central Intercept	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$5.85	Azure Active Directory Premium - Recurring	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$8.05	Microsoft Business App	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$17.40	Microsoft 365 Business Basic (3 @ 5.80)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$22.40	Microsoft Office 365 E3 - Recurring	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$24.00	(2) Microsoft 365 Business Standard @ 12.00	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$28.75	Cisco VPN (23 @ 1.25)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$30.00	Estimate 5018 - Jason Bond - Combination Cable T-Bar for Laptops	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$120.00	SplashTop Remote Premium (12 users @10.00)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$157.50	Management of User Security Accounts (90 @ \$1.75)	1043210 - BOOKS, SUBSCRIPTIONS, MEMBERSHIP
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$172.00	Maintenance & Mgmt of Access Control System - Rec Building (43 users @ \$4.00)	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$207.90	Microsoft Exchange Online (54 users @3.85)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$211.50	Back up of email accounts (141 @1.50)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$380.00	Estimate 5010 - Norm Beagley - UPS Battery Backup Rackmount	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$470.25	Remote Management & Monitoring Per Computer (171 users @ 2.75)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$930.00	Estimate 5056 - Jason Callaway - Lenovo E14 Laptop - WRF	5240240 - SUPPLIES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$1,806.00	Microsoft Office 365 Business Premium (84 users @ 21.50)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$2,585.52	Cloud Backup (14,364 GB @ .18)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	12/19/2025	\$3,780.00	Monthly Service Contract - 11/2025	4340100 - COMPUTER SUPPORT CONTRACT - RMT
		\$8,870.52		
ROCKY MOUNTAIN POWER	12/19/2025	\$43.27	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$17.50	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$4.91	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$25.10	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$56.45	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$59.23	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$23.93	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 58 AREACONCE CONTRACT FAIR GROUNDS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 67 SUMMIT RIDGE PKWY CONTRACT SOCCERFIELDS AUG-NOV USAGE SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 74 CONTRACT METERED STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 80 SUMMIT RIDGE SPORTS/FOOD COURT AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 82 PI BOOSTER PUMP-SUMMIT RIDGE AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$0.01	ITEM 86 CITY HALL CONTRACT AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14.44	ITEM 116 391 S 1200 E STREETLIGHT AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$42.85	ITEM 115 272 W 500 N STREETLIGHT AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS

ROCKY MOUNTAIN POWER	12/19/2025	\$48.13	ITEM 16 CITY PARK AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$49.44	ITEM 65 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$49.56	ITEM 107 STREETLIGHTS 730 S TANNER RD AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$54.03	ITEM 104 815 S HORIZON LOOP AUG-DEC USAGE AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$54.16	ITEM 105 FOOTHILL AUG-NOV USAGE SPRINKLERS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$72.46	ITEM 94 GENERAL SVC POND PUMP AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$84.75	ITEM 97 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$96.21	ITEM 40 VETERANS MONUMENT AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$99.58	ITEM 13 BOWERY AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$99.77	ITEM 92 ARENA CONCE SPRINKLER/RV PEDESTALS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$105.14	ITEM 109 STREETLIGHTS 904 S TANNER RD AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$111.45	ITEM 111 SEWER LIFT STATION AUG-NOV USAGE	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$120.42	ITEM 91 ARENA CONCE ANNOUNCERS/RV PEDESTALS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$120.53	ITEM 21 BALL PARK CONCESSION STAND AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$121.73	ITEM 98 EAST SIDE PARK AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$121.83	ITEM 29 SPRINKLING SYSTEM AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$131.94	ITEM 43 # SIGN AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$132.54	ITEM 85 RESTROOMS CENTENNIAL PARK AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$133.88	ITEM 17 49 E MAIN AREA LIGHTS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$136.29	ITEM 110 268 E 610 S BASEBALL FIELD LIGHT AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$143.20	ITEM 112 SR PARKWAY SEWER LIFT STATION AUG-NOV USAGE	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$148.38	ITEM 72 SUMMIT RIDGE PARKWAY STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$152.48	ITEM 46 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$161.32	ITEM 114 1230 S WEST VIEW DR STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$163.74	ITEM 70 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$165.61	ITEM 30 STREETLIGHT PEDESTAL AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$184.93	ITEM 49 NORTH PARK AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$187.57	ITEM 95 CITY CENTER AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$188.79	ITEM 113 268 E 610 S BALL FIELD LIGHTS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$193.46	ITEM 50 LIGHTING AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$199.68	ITEM 18 49 E MAIN PARK LIGHTS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$241.28	ITEM 78 LIGHTING STRONG BOX AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$247.50	ITEM 108 STREETLIGHTING 60 E MAIN AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$289.29	ITEM 99 400 E MAIN AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$314.27	ITEM 71 LIGHTING AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$368.02	ITEM 20 SUNSET TRAILS PARK AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$378.53	ITEM 76 CULINARY PUMPSITE AUG-NOV USAGE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$385.65	ITEM 101 CITY PARK AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$624.80	ITEM 23 BALL PARK LIGHTS AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$664.98	ITEM 99 1005 S CENTER CHLORINATOR AUG-NOV USAGE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$682.96	ITEM 66 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$811.11	ITEM 79 GENERAL SERVICE PUMP STATION AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$1,110.00	ITEM 60 ARENA CONCE UPGRADE AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$1,408.42	ITEM 27 COMMERCIAL/CITY LIBRARY AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$1,712.36	ITEM 83 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$1,811.13	ITEM 93 REC CENTER PERM SVC FOR REMODEL AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$2,753.82	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$2,753.83	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL AUG-NOV USAGE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$2,834.06	ITEM 84 SUMMIT RIDGE SPORTS COURT FOOD STAND AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$4,931.04	ITEM 25 GOVERNMENT BUILDING AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$8,774.96	ITEM 68 SUMMIT RIDGE PKWY SOCCER FIELD LIGHTING AUG-NOV USAGE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$10,110.87	ITEM 7 PUMP VAULT AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14,640.91	ITEM 89 BOOSTER PUMP STATION AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14,922.00	ITEM 3 CITY OWNED WELL AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14,927.63	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL AUG-NOV USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14,927.64	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL AUG-NOV USAGE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$16,976.64	ITEM 32, 33, 35, 36, 37, 38 STREETLIGHTS AUG-NOV USAGE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/19/2025	\$17,278.49	ITEM 48 HAYFIELD PUMP AUG-DEC USAGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$18,170.62	ITEM 88 CITY HALL AUG-NOV USAGE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$27,132.87	ITEM 2 SPLIT SUMMIT RIDGE WATER PUMP AUG-NOV USAGE	5440273 - UTILITIES

ROCKY MOUNTAIN POWER	12/19/2025	\$27,132.88	ITEM 2 SPLIT SUMMIT RIDGE WATER PUMP AUG-NOV USAGE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$25.51	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$460.42	1215 N CENTER ST - WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$996.07	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	12/19/2025	\$14,506.60	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	12/24/2025	\$28.92	1852 S MARIGOLD WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$32.21	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$36.68	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$40.20	150 S 900 E	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$55.28	1230 S BLUFF STREET	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$82.54	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/24/2025	\$222.58	759 S BADGER WAY	1060270 - UTILITIES - STREET LIGHTS
		\$229,926.31		
ROUNDY SPECIAL FX, INC	12/19/2025	\$500.00	Heater Burn Barrel Rentals	6240251 - COMMUNITY EVENTS EXPENSE
ROWLEY'S SOUTH RIDGE FARMS	12/19/2025	\$53.96	Employee Christmas Luncheon	1043483 - EMPLOYEE ENGAGEMENT
ROWLEY'S SOUTH RIDGE FARMS	12/24/2025	\$2,030.00	Columbus Day Activity	1043483 - EMPLOYEE ENGAGEMENT
		\$2,083.96		
SALT LAKE COMMUNITY COLLEGE	12/19/2025	\$223.50	POST Cadet Meals, Nov 2025, Armstrong	1054230 - EDUCATION, TRAINING & TRAVEL
SANTAQUIN CITY UTILITIES	12/19/2025	\$90.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	12/19/2025	\$750.00	Utilities	1022350 - UTILITIES PAYABLE
		\$840.00		
SELECTHEALTH, INC	12/24/2025	\$84,691.80	Health Insurance - January 2026	1022500 - HEALTH INSURANCE
SHRED-IT US JV LLC	12/24/2025	\$192.95	Paper Shredding Services - City Hall	1043310 - PROFESSIONAL & TECHNICAL
SIDDONS MARTIN EMERGENCY GROUP LLC	12/19/2025	\$15.75	Safety Arm securing device	7657250 - FIRE - EQUIPMENT MAINTENANCE
SKAGGS PUBLIC SAFETY UNIFORM	12/19/2025	\$370.90	Enniss Uniform Shirts	1054240 - SUPPLIES
STAPLES	12/24/2025	\$7.69	Office dupsiles	1043240 - SUPPLIES
SYMBOL ARTS, LLC	12/19/2025	\$2,975.50	Badges	7657244 - UNIFORMS
T-MOBILE	12/24/2025	\$31.70	Internet Service for Prospector View Park Cameras	4340240 - TELEPHONE & INTERNET
T-MOBILE	12/24/2025	\$46.04	Jared Shepherd Cell Phone	1068280 - TELEPHONE
		\$77.74		
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$150.00	November 2025 Car washes	1054250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$8.00	Car Wash-Engineering	1048250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$10.80	Car Wash-PW	5140250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$10.80	Car Wash-PW	5440250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$19.20	Car Wash-Jon and Jared	1068250 - EQUIPMENT MAINT
THE CLASSIC CAR WASH OF SANTAQUIN LLC	12/19/2025	\$9.60	November Car Wash for Building Inspection Vehicle	1068250 - EQUIPMENT MAINT
		\$208.40		
THE HARTFORD	12/24/2025	\$4,615.21	Life, ADD, LTD & Sup Life - Dec 2025	1022504 - LIFE/ADD
TRAILER PARTS WHOLESALE	12/19/2025	\$14.84	Supplies for Trailers	1060240 - SUPPLIES
TREMONTON/GARLAND POLICE DEPARTMENT	12/19/2025	\$2,000.00	Donation to Tremonton Police Department - Washington DC Trip	1054707 - POLICE - USE OF DONATED FUNDS
TREVOR PALMER DBA LIFT AND LEVEL CONCRETE LLC	12/30/2025	\$4,530.00	Sidewalk repair 240 West 570 North	1060495 - SIDEWALK REPAIR & REPLACE
TUGGYS TEES	12/19/2025	\$1,131.00	Youth Wrestling Shirts	6140665 - YOUTH SPORTS
TUGGYS TEES	12/19/2025	\$91.00	Rec staff jacket logo embroidery	6740240 - SUPPLIES

				\$1,222.00
USDA - RURAL DEVELOPMENT	12/15/2025	\$4,822.12	Principal - 2011A-2 Sewer Revenue	522540.2 - 2011A-2 Sewer Revenue Bond repaid
USDA - RURAL DEVELOPMENT	12/15/2025	\$5,748.88	Interest - 2011A-2 Sewer Revenue	5240820 - DEBT SERVICE - INTEREST
		\$10,571.00		
UTAH COUNTY LODGE #31	12/19/2025	\$230.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH DEPARTMENT OF TRANSPORTATION	12/19/2025	\$139,866.91	Main Street/Center Street Traffic signal City participation	4540306 - MAIN STREET WIDENING
UTAH STATE RETIREMENT	12/16/2025	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$192.08	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	12/16/2025	\$411.94	Post Retirement (After 7/2010)	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$1,255.48	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$1,588.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$2,192.44		457 1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$5,691.51	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/16/2025	\$31,221.62	State Retirement	1022300 - RETIREMENT PAYABLE
		\$42,558.07		
UTAH STATE TAX COMMISSION	12/23/2025	\$9,653.13	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	12/23/2025	\$13,423.41	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
		\$23,076.54		
VANCON, INC	12/19/2025	\$887,137.31	WRF upgrade progress payment to Vancon	5240730.001 - CP - WATER RECLAMATION FACILITY UPGRADES
VERIZON WIRELESS	12/30/2025	\$476.16	PD Phones	1054280 - TELEPHONE
VERIZON WIRELESS	12/30/2025	\$710.24	PD Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	12/30/2025	\$127.77	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	12/30/2025	\$100.04	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	12/30/2025	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	12/30/2025	\$357.03	Public Works PI Monitors	5140240 - SUPPLIES
VERIZON WIRELESS	12/30/2025	\$39.68	Gregg Hiatt Phone	5240280 - TELEPHONE
VERIZON WIRELESS	12/30/2025	\$39.68	Stephanie Christensen Phone	1043280 - TELEPHONE
		\$1,890.61		
WACHS, DOMINQUE	12/19/2025	\$1,830.00	Bail Refund - Case #251700005	1022430 - COURT FINES AND FORFEITURES
<b>TOTAL:</b>		<b>\$1,899,895.53</b>		

# C E R T I F I C A T E

*of Recognition*

E X C E L L E N C E

*Presented to*  
**Willy Marvin**

In grateful recognition for your enduring commitment to exceptional service and performance.  
Thank you for your cooperative contribution to Santaquin City.

---

Date

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Mayor Dan Olson



Item # 4.



# EMPLOYEE OF THE MONTH

## WILLY MARVIN



EXCELLENCE



## JANUARY 2026

Our January 2026 Employee of the Month is Willy Marvin.

Willy has worked for Santaquin City for four years as a journeyman electrician and wastewater operator. His expertise with electric motors, VFDs, SCADA, and controls has saved the city significant costs. Like all our public works employees, Willy wears many hats. He has fully embraced learning and operating our state-of-the-art Water Reclamation Facility and is working toward his Grade IV treatment certification, which he will receive this coming year. He also oversees streetlight installations in new subdivisions, ensuring proper conduit placement and functionality.

Willy has lived in Santaquin with his wife, Lacy, and their four boys for the past 21 years. He was born in Santaquin, graduated from High School in Spanish Fork and finished his education at MATC. He's an active volunteer coach for multiple sports through Santaquin Recreation and enjoys hunting, camping, and supporting his kids' activities.

We truly appreciate Willy's dedication and look forward to his continued growth with Santaquin City.

# Resolution 01-01-2026

## A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN SANTAQUIN CITY AND THE AMERICA250 UTAH COMMISSION

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

**WHEREAS**, the State of Utah has created the America250 Utah Commission (also known as “America250 Utah”) to recognize and celebrate America’s 250<sup>th</sup> anniversary in 2026 (also known as the “SemiQuincentennial”); and

**WHEREAS**, the City desires to work with and support America250 Utah and has adopted a resolution approving an agreement with the State of Utah, Department of Cultural and Community Engagement, to enter into a trademark license agreement through which the City will receive a stipend and access to the America250 Utah name and logo, as well as a community-specific logo, which are intended to create a brand identity for the SemiQuincentennial that can bring communities together and generate awareness for the anniversary; and

**WHEREAS**, Santaquin City and America250 Utah desire now to enter into a memorandum of understanding to outline the materials and information that the City will share with America250 Utah in direct connection to the stipend received;

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

**Section 1.** The Memorandum of Understanding between America250 Utah and Santaquin City, a copy of which is attached hereto, is hereby approved and adopted.

**Section 2.** The Mayor is authorized to execute the Memorandum of Understanding between America250 Utah and Santaquin City, and to take all actions necessary to effectuate the terms and conditions thereof.

**Section 3.** This Resolution shall take effect on the date adopted by the Santaquin City Council.

Approved and adopted this 6<sup>th</sup> day of January, 2026.

---

Daniel M. Olson, Santaquin City Mayor

Attest:

---

Stephanie Christensen, City Recorder

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



**MEMORANDUM OF UNDERSTANDING**  
*Between the*  
**AMERICA250 UTAH COMMISSION**  
*and*  
**SANTAQUIN CITY**

**1. Parties**

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and **Santaquin City**, a Utah municipality or county, hereafter referred to as "City".

**2. Purpose**

The purpose of this memorandum is to outline the materials and information that City will share with A250UT in direct connection to the stipend received.

**3. MOU Agreement**

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

**SPECIAL TERMS**

**4. A250UT agrees to:**

- a. Allocate a stipend of **\$1,500.00** to Santaquin City for use on events or promotion of local America250 Utah community initiatives.
- b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
- c. Maintain open communication lines for questions and support.

**5. City agrees to:**

- a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
- b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
  - i. How stipend dollars were utilized
  - ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
  - iii. Additional digital artifacts, including photographs
  - iv. Post at least one event on [NowPlayingUtah.com](http://NowPlayingUtah.com) specifically tagging America250 Utah
- c. To allow America250 Utah to share contact information of its designated contact for **Santaquin City** local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
  - i. Contact name **John Bradley**
  - ii. Contact email [jbradley@santaquin.gov](mailto:jbradley@santaquin.gov)
  - iii. Contact Phone number **801-754-5805**
  - iv. Address 110 South Center Street  
Santaquin, Utah 84655



6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

\* \* \*

By signing below, **Santaquin City** represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

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Nicole Handy  
Executive Director, America250 Utah Commission  
Department of Cultural and Community Engagement

Date

---

Name: Daniel M. Olson  
Title: Mayor  
Affiliation: Santaquin City

Date

For additional information contact:

Chris Abbott  
Associate Director, America250 Utah Commission  
Utah Department of Cultural & Community Engagement  
[chrisabbott@utah.gov](mailto:chrisabbott@utah.gov)  
801.707.7833

# Resolution 01-02-2026

## A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE THE AMERICA250 UTAH LOGO USAGE AGREEMENT

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

**WHEREAS**, the State of Utah has created the America250 Utah Commission (also known as “America250 Utah”) to recognize and celebrate America’s 250<sup>th</sup> anniversary in 2026 (also known as the “Semiquincentennial”); and

**WHEREAS**, the City desires to work with and support America250 Utah and has adopted a resolution to establish the Santaquin Utah250 Community Committee to focus on important events, people, and places within the City and Utah County to commemorate and celebrate Santaquin City’s role in America’s 250<sup>th</sup> anniversary; and

**WHEREAS**, the State of Utah, Department of Cultural and Community Engagement, a state governmental entity, is working to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary; and

**WHEREAS**, Santaquin City and the Department of Cultural and Community Engagement desire now to enter into a trademark license agreement through which the City may use the America250 Utah logo and the America250 name, as well as a community-specific logo for use in individual brand identity;

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

**Section 1.** The America250 Utah Logo Usage Agreement, a copy of which is attached hereto, is hereby approved and adopted.

**Section 2.** The Mayor is authorized to execute the America250 Utah Logo Usage Agreement and to take all actions necessary to effectuate the terms and conditions thereof.

**Section 3.** This Resolution shall take effect on the date adopted by the Santaquin City Council.

Approved and adopted this 6<sup>th</sup> day of January, 2026.

---

Daniel M. Olson, Santaquin City Mayor

Attest:

---

Stephanie Christensen, City Recorder

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

# AMERICA250 UTAH

## LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on \_\_\_\_\_ (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and [Entity], a Utah [county/municipal/tribal government], with a principal place of business at \_\_\_\_\_ (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

### BACKGROUND FACTS

In preparation for America’s 250th anniversary (“Semiquincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

### SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

## **TERMS AND CONDITIONS**

The parties agree as follows:

### **ARTICLE I—DEFINITIONS**

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

### **ARTICLE II—GRANT OF TRADEMARK LICENSE**

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

### **ARTICLE III—USE OF TRADEMARK**

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

## **ARTICLE IV—QUALITY CONTROL**

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

## **ARTICLE V—ADVERTISING**

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

## **ARTICLE VI—DEFAULT AND TERMINATION**

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

## **ARTICLE VII—INDEMNIFICATION AND INSURANCE**

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

## **ARTICLE VIII—MISCELLANEOUS**

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy  
Department of Cultural and Community  
Engagement  
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

**State of Utah, Department of  
Cultural and Community  
Engagement:**

**[Entity Name]:**

---

Print Name:

Title:

Date:

---

Print Name:

Title:

Date

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

**RESOLUTION 01-01-2026-CDA  
APPROVAL OF ADDENDUM #1 TO THE MAHOGANY LAND  
DEVELOPMNENT REAL PROPERTY PURCHASE AGREEMENT**

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

**WHEREAS**, on July 1, 2025, the Agency (“Seller”) approved Resolution 07-02-2025-CDA, approving an agreement with Mahogany Land Development, LLC (“Buyer”), for the purchase of certain real property (the “Purchase Agreement”); and

**WHEREAS**, the Agency and Mahogany Land Development, 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 #1 (One) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Mahogany Land Development, LLC, (“Addendum #1”) is hereby approved.

**SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute Addendum #1 and all documents necessary to approve and effectuate the provisions thereof.

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

**APPROVED AND ADOPTED THIS** 6<sup>th</sup> day of January, 2026.

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Daniel M. Olson, Board Chair

Attest:

---

Stephanie Christensen, Secretary

Board Member Art Adcock	Voted <input type="text"/>
Board Member Brian Del Rosario	Voted <input type="text"/>
Board Member Travis Keel	Voted <input type="text"/>
Board Member Lynn Mecham	Voted <input type="text"/>
Board Member Jeff Siddoway	Voted <input type="text"/>

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

This **Addendum #1 (One)** to the **REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **MAHOGANY LAND DEVELOPMENT, LLC.**, a Utah Limited Liability Company (“Buyer”), is made and entered into as of January 6, 2026. Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of July 1, 2025 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of 1.99 acres of real property (the “Property”), more particularly described in the Purchase Agreement; and

WHEREAS, the Parties now desire to amend the Purchase 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 Purchase Agreement as follows:

**1. EXHIBIT B, INDUSTRIAL PARK ARCHITECTURAL STANDARDS, Section 4  
Building Materials, Subsection a. part ii.** Is changed 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, **decorative perforated panels, standing seem metal roof accents**, 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.”

**2. “EXHIBIT C, BUILDING TYPE AND ARCHITECTURAL STYLES”** the attached “Attachment A” hereto, building type with architectural styles, is added to Exhibit C of the original Purchase Agreement as an approved building type and architectural style.

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

**DANIEL M. OLSON, Chair**

**ATTEST:**

\_\_\_\_\_  
Stephanie Christensen, 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:**

**Mahogany Land Development, LLC**, a Utah  
limited liability corporation

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_,  
(Title) (Position)

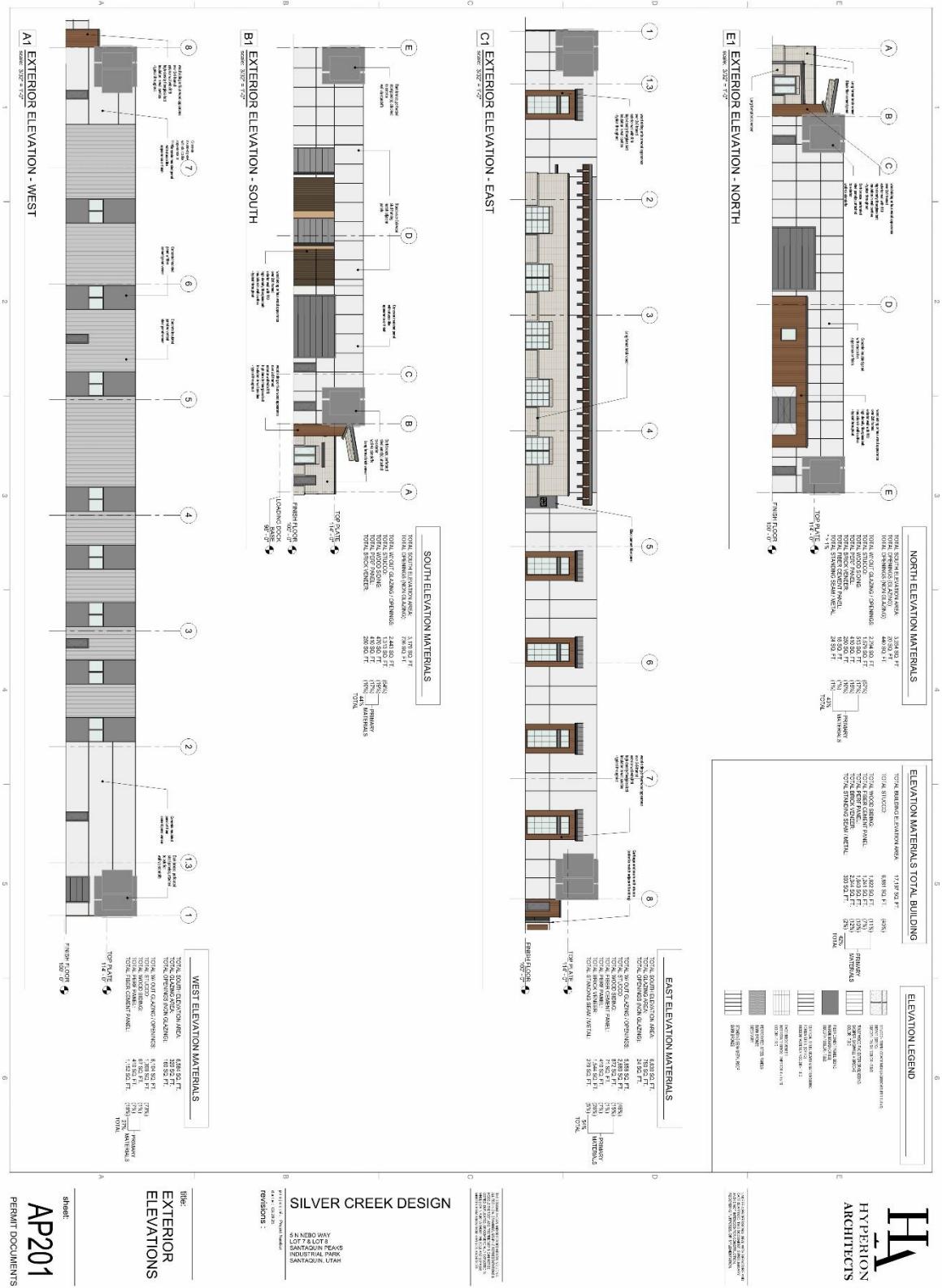
**DATE:** \_\_\_\_\_, 20\_\_\_\_.

STATE OF UTAH      )  
                         :ss  
COUNTY OF UTAH    )

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

Notary Public \_\_\_\_\_

**ATTACHMENT A**  
**(ADDED ARCHITECTURAL BUILDING STYLE)**



**EXHIBIT A**  
**(PURCHASE AGREEMENT)**

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

**RESOLUTION 07-02-2024-CDA  
SALE OF REAL PROPERTY**

**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**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Numbers 66:954:0007 and 66:954:0008 which are more particularly described in Exhibit A hereto ("the Property"); and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the 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 terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement and approves the sale of the Property pursuant to said terms and conditions.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

**SECTION 4:** This Resolution shall become effective on July 2, 2024.

Approved on this 2<sup>nd</sup> day of July 2024

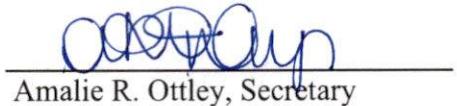


Daniel M. Olson, Board Chair

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

Voted ABSENT  
Voted YES  
Voted YES  
Voted YES  
Voted YES

Attest:



Amalie R. Ottley, Secretary

## 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 **(Mahogany Land Development, LLC.)** a (Limited Liability Company in Utah) of the state of Utah ("Buyer") as of the date Seller and Buyer execute this Agreement as provided on the signature pages. Seller and Buyer are herein sometimes referred to individually as a "Party" and collectively as the "Parties." The transactions contemplated by this Agreement are herein sometimes collectively referred to as the "Transaction".

### RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 1.99 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"; "Cabinet Making/Woodworking"; "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"; or "Professional Office or Financial Services" purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

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

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

d. Buyer shall 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 at the time of Site Plan approval, 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 (east) side 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 that no staging, crushing, sorting, or processing, or stockpiling of imported gravel, rock, or soil materials (other than staging or stockpiling during the construction period for site improvements) is allowed on the Property.

**m.** Buyer acknowledges and agrees to construct 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".

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

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

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

**4. Purchase Price.** The Purchase Price for the Property is (Six Hundred and Twenty-Six Thousand, Eight-Hundred and Fifty dollars) (\$626,850.00) 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 30 days from the execution date, the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

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

**5. Closing.** This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 60 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 (August 2), 2024, 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, Mohagany Land Development, LLC is a validly existing 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 may retain the services of a realtor in connection with Buyer's purchase of the Property and related matters and warrants to Seller that all costs and fees associated with any such service shall be the sole responsibility of Buyer. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

**14. Risk of Loss.** The risk of loss will be upon Seller until Closing. Seller shall, at Seller's sole cost, take reasonable steps to protect the Property from damage and deterioration prior to Closing. In the event of any loss or damage to or condemnation of the Property prior to Closing, Buyer may either waive such loss, damage or condemnation and

proceed to close this Transaction, or cancel this Agreement. If Buyer waives any loss or damage to or condemnation of the Property and proceeds to close this Transaction, Seller shall, at and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by the Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

**15. Default and Remedies.**

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

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

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

**16. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be

merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by the Parties hereto.

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

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

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

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

Buyer: Mohagany Land Development, LLC  
P.O. Box 665  
Salem, UT 84653

With a Copy to: Jens P Nielson  
Wasatch Land & Title Insurance  
946 North 200 East  
Spanish Fork, UT 84660

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

**19. Survival.** Except as otherwise provided herein, all of the covenants, agreements, representations and warranties set forth in this Agreement survive the Closing, and

do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

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

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

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

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

**24. Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Any third party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

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

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

**27. Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Fourth Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and

waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

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

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

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

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

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

**SELLER:**

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

DATE: 7/11, 2024

  
DANIEL M. OLSON, Chair

**ATTEST:**

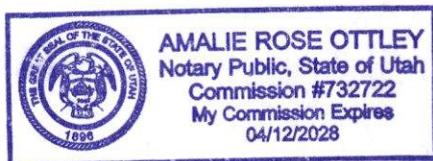
  
Amalie R. Ottley, Secretary

STATE OF UTAH )  
:ss

COUNTY OF UTAH )

On this 11th day of JULY, 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



  
Amalie R. Ottley

**BUYER:**

**Buyer Name:** Mohagany Land Development, LLC

**DATE:** 07-11-2024, 2024

*Manager*

**Title**

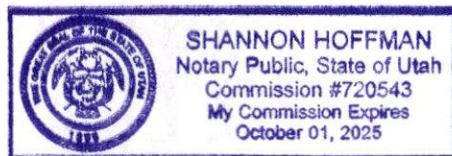
STATE OF UTAH )  
:ss

COUNTY OF UTAH )

On this 11 day of July, 2024, personally appeared before me,  
Sidney N. Jorgensen who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

Notary Public

*Shannon Hoffman*



**BUYER:**

Buyer Name: Mohagany Land Development, LLC

*Russell Jorgenson*

DATE: JULY 11, 2024

MANAGER

Title

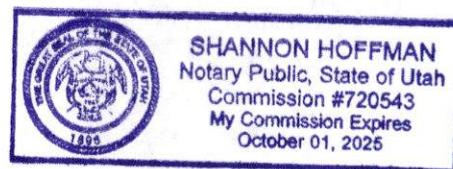
STATE OF UTAH )  
:ss

COUNTY OF UTAH )

On this 11 day of July, 2024, personally appeared before me,  
Russell D. Jorgenson who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

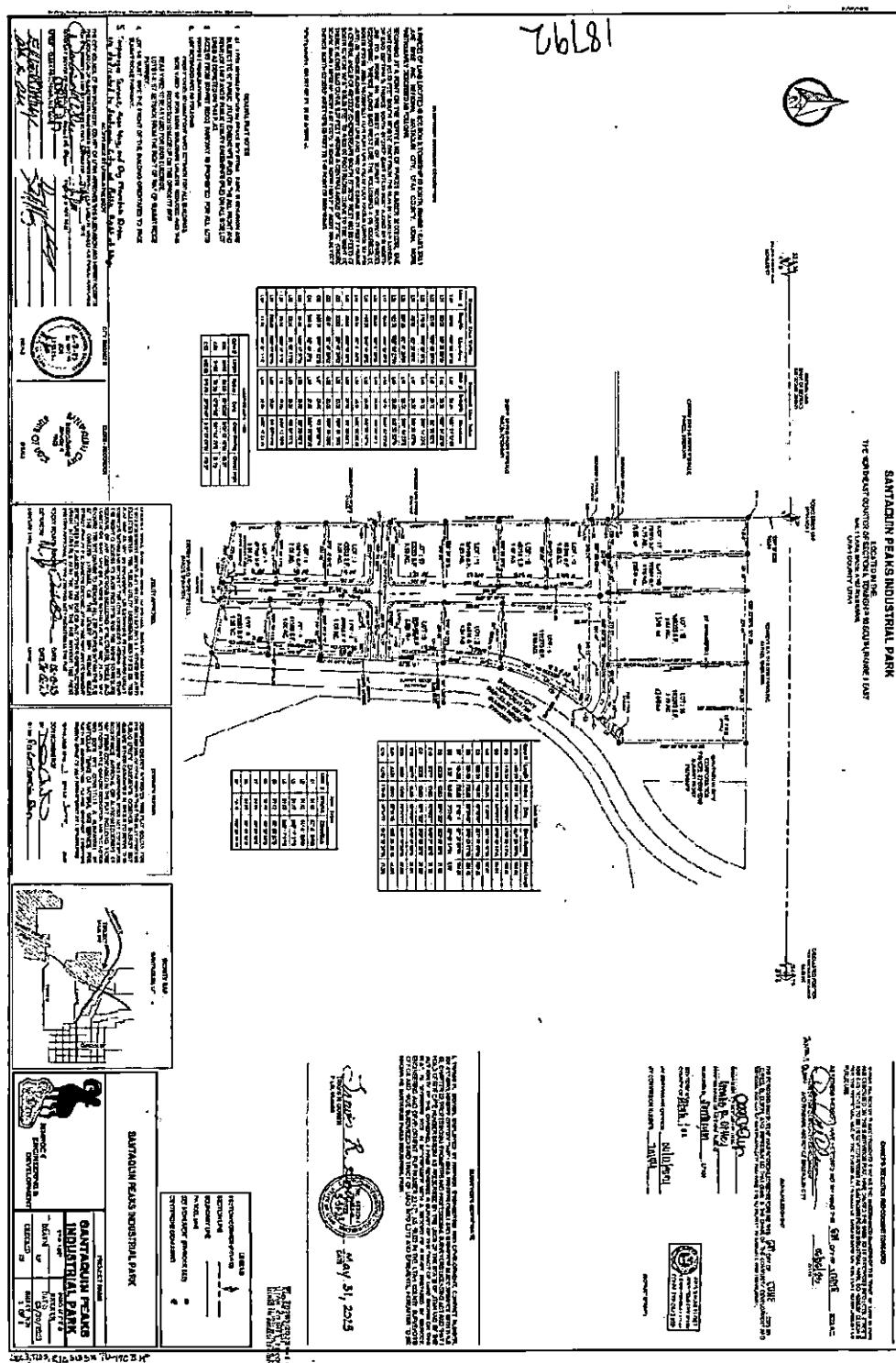
Notary Public

*Shannon Hoffman*



**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**



*Item # 7.*

## 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. EIFS (Stucco) may be used as a primary building material on the rear of the building only.
    - ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels, EIFS (stucco) shall be prohibited as a primary building material.
  - b. Secondary Materials and Trim Materials: Secondary materials and trim materials shall complement the primary materials in texture and scale and provide enough contrast to be visible. EIFS materials may be utilized as secondary materials and trim.
  - c. Accessory Structures: Accessory structures shall incorporate similar architectural elements or types of primary materials and colors as the associated structure.
  - d. Material Colors: Material colors should consist of earth tones, and colors as can be readily or were historically found around the Santaquin area, e.g., natural shades of wood, stone, or brick. The use of high intensity colors, primary colors, metallic colors, black or fluorescent colors is not permitted for primary exterior materials.

Secondary materials and trim materials shall complement the primary material colors.

5. Building Entrances:

- a. Main Entrances must be well defined from access drives, pedestrian links, public plazas, and major parking areas with one or more of the following:
  - i. Roof elements such as gable ends,
  - ii. Canopy, awnings, overhang, or arch above the entrance (columns and pillars),
  - iii. Recesses or projections in the building facade surrounding the entrance,
  - iv. Display windows surrounding the entrance.
- b. Public entrances, patios, faux windows or dining areas appropriate to the establishment should be provided on any building side facing a public street. Secondary public/customer entrances on the rear or side of buildings should be given architectural consideration similar to the primary entrances. Service and employee only entrances not visible from a publicly utilized area are excluded from similar consideration requirements.

6. Building Elevations that front a public street:

- a. Building faces that front a public street must incorporate architectural features or treatments every thirty to forty feet (30' to 40') to diminish building mass. The following techniques should be used to accomplish this requirement; additional techniques proposed by the applicant may be considered by the architectural review committee:
  - i. Variations in facade color, texture, or both.
  - ii. Variations in roof forms and heights of roof elements.
  - iii. Compositions that emphasize floor lines, or otherwise express rhythms and patterns of windows, columns, and other architectural features.
  - iv. Express the position of each floor in the external design. Terracing, articulated structural elements, a change in materials, or the use of belt courses or similar horizontal trim bands of contrasting color and/or materials can be used to define floor lines.
  - v. Use of windows, trellises, wall articulation, arcades, material changes, awnings or other features to avoid blank walls at ground floor levels.
  - vi. Use of materials relatable to human proportions, such as brick, tile, modular stone, stucco, glass and decorative tiles.
  - vii. Columns, pilasters, canopies, porticoes, awnings, brackets, arches or other such architectural features.
  - viii. Additional landscaping elements along building walls.
- b. Material elements such as primary and secondary building materials, banding, cornice elements, pilasters, pillars, canopies, etc., must be continued around building corners and only terminate at interior wall corners or as part of a logical terminus feature.

7. Windows: The design and amount of window area on a building can minimize the expanse of blank walls. Windows and/or faux glazing materials should be utilized along building fronts. The following standards shall apply:

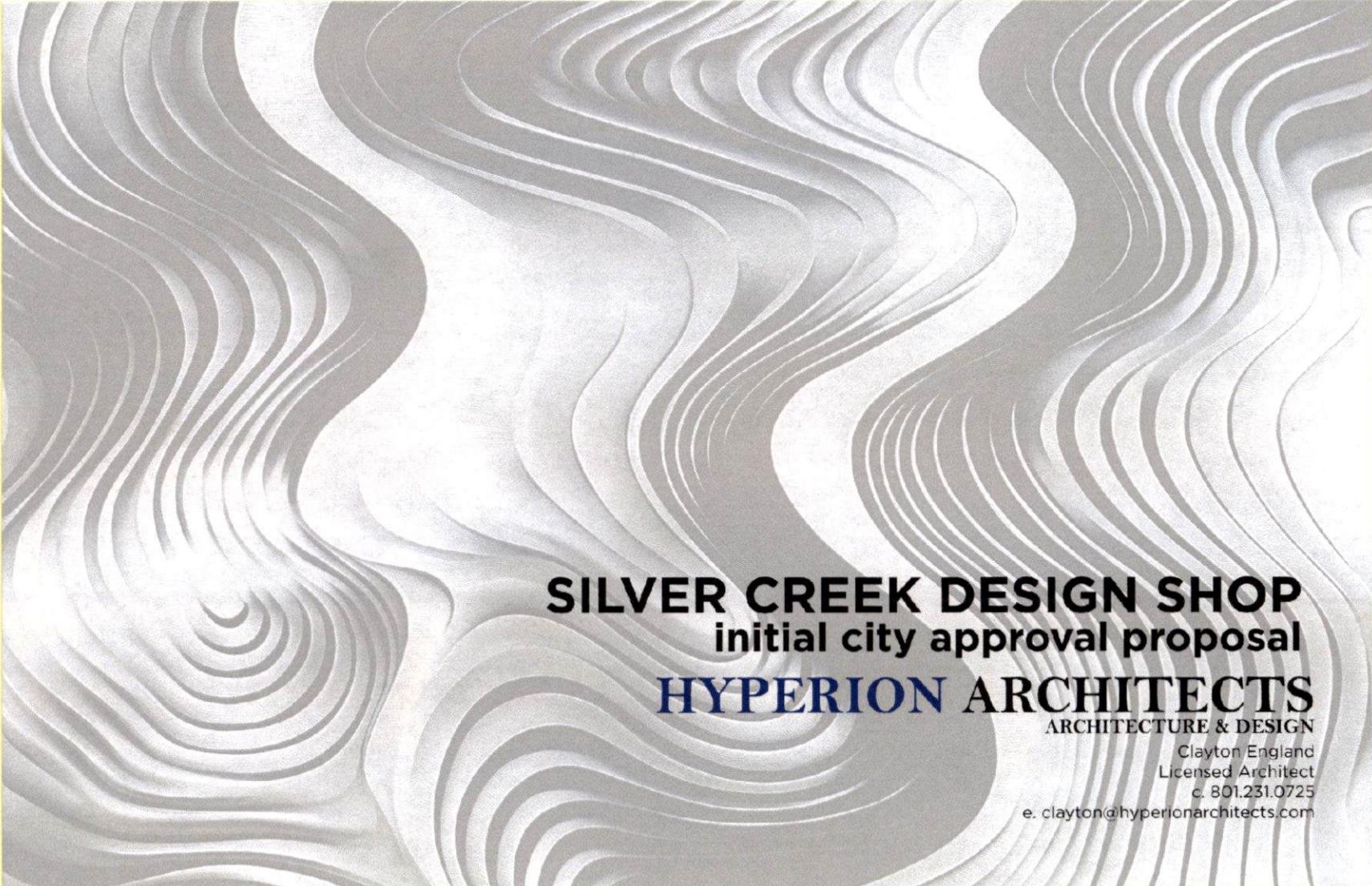
- a. All windows should be designed with three-dimensional relief or material highlighting elements which accent the window locations and provide visual breaks

to the facade of the building (e.g., dormers, sills, etc.). Where appropriate, varying window designs, such as bay windows, corner windows, circle tops, or windows having grille patterns, shutters, etc., should be considered to add visual interest and character to buildings.

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

**EXHIBIT C**

**SITE PLAN AND BUILDING TYPES**



**SILVER CREEK DESIGN SHOP**  
initial city approval proposal  
**HYPERION ARCHITECTS**

ARCHITECTURE & DESIGN

Clayton England

Licensed Architect

c. 801.231.0725

[e.clayton@hyperionarchitects.com](mailto:e.clayton@hyperionarchitects.com)

## About us

### OUR COMMERCIAL EXPERTISE

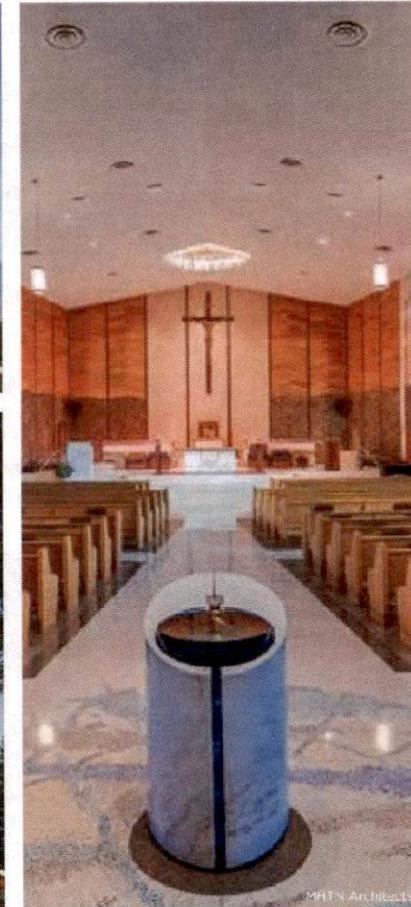
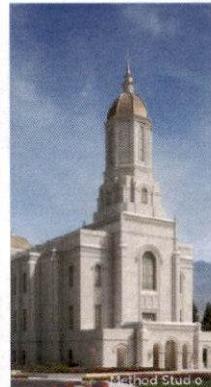
Through our team members, we have various projects as showcases of our commercial experience. Collectively we have worked on typologies such as, higher education, offices, religious buildings, spas and wellness centers, among various others. These provided critical understanding of what a successful project requires. The efforts for these projects range from the actual design and documentation of the building to coordination with engineers and interior designers to working with city officials to obtain a building permit.

No project is without its challenges, but thanks to our experiences, you are in good hands as we pursue the design and construction of your space.

Sincerely,

**Brian Hebdon, AIA**  
Owner/Architect,  
Hyperion Architects  
Architect License #9259036-0301

**Clayton England, AIA**  
Owner/Architect,  
Hyperion Architects  
Architect License #13346362-0301





## MILLWORK EXPERTS

Silver Creek Design, LLC was established in 2017 by brothers Sid and Russell Jorgensen, who have both thrived in the industry for over 30 years. They bring with them a wealth of knowledge, experience and hands-on expertise. Both have owned and operated successful cabinetry businesses before deciding to join forces to create this exciting opportunity. Silver Creek Design is at the forefront of custom cabinetry, using skilled craftsman, innovation and efficiency to create beautiful quality products that exceed customer expectations. We are proud of the work we do here at Silver Creek, and those we have a privilege to work alongside. It is the talent, skill, and hard work of every member of our team that makes this company what it is. After growing responsibly, they feel the need for a larger space. They are excited about Santaquin's dedication to responsible growth and hope to be valuable teammates in the future of the community of this new development.

Sincerely,

**Sid and Russell Jorgensen**  
Owners  
Silver Creek Design

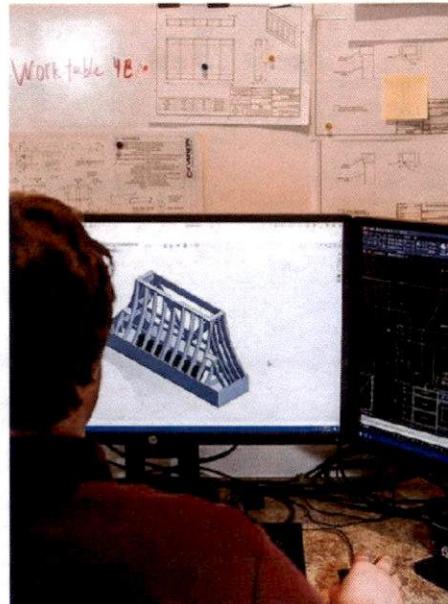


**SILVERCREEK DESIGN SHOP**  
Initial city approval | 2024.06.27 | p. 3

# About Silver Creek Design

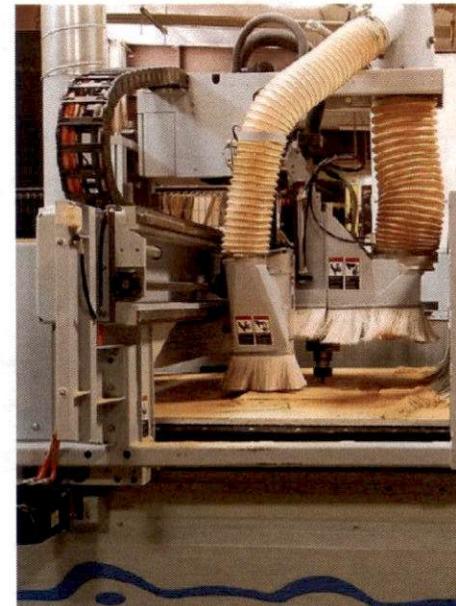
## Mission

To produce quality, custom craftsmanship through continued ingenuity and innovation with the purpose of providing exceptional products to our customers.



## Vision

To always seek after new and innovative ways to better serve our customers.





SILVERCREEK DESIGN SHOP  
initial city approval | 2024.06.27 | p. 4

## Project Information

Approx. 38,000 total sf

### OFFICES (~8,000 sf)

- Private offices
- Common area break out spaces
- Private bathroom for management offices
- Small breakroom with visibility
- Employee locker area
- Employee bathrooms (multi-stall - office and shop separate)
- Storage and office supplies
- 

### SHOP (~30,000 sf)

- Interior box truck loading dock
- 5,000 sf paint room with independent hvac
- Equipment specific design coordination
- Air compressor room with independent hvac

Additional Features: Employee Visibility, Scalability, Emphasis on flow and circulation, Parapet-hidden mechanical equipment, sufficient electrical capacity (2,000 Amp, 480 volt),

# Architectural Guidelines



## THEME AND MATERIALS

- Rural character as influence of colors, forms and materials
- Primary materials to be 40% of building (20% rear and side)
- Primary materials allowed: stone, brick, split faced block, cut stone, low maint. wood
- Prohibited primary materials: all glass, smooth faced cmu, steel panels, EIFS



## SECONDARY MATERIALS

- May be EIFS
- Compliment primary materials in texture and scale, and have enough contrast to be visible



## BUILDING ENTRANCES

- Well defined and easily ascertainable
- Gable ends
- Recesses or projections in the building facade
- Display windows
- All public entrances to be given special consideration



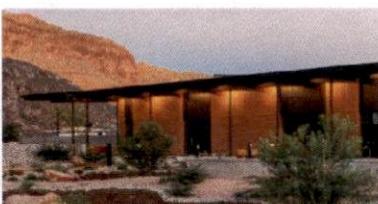
## WINDOWS

- RThree Dimensional relief or material highlighting to accent window locations
- Used as breaks in the facade
- Variation as appropriate
- Clerestory or faux windows to be considered on facades over 25'



## HEIGHT AND SCALE

- Max. height of 48' - with exceptions of approved architectural materials
- No minimum building footprint



## ELEVATIONS

- Max Architectural features or treatments every 30' - 40' to diminish building mass
- Variation in facade color, texture or both
- Compositions that express rhythms and patters or other architectural features
- Avoidance of blank walls
- Human proportion with materials



## AWNINGS AND CANOPIES

- Designed to fit with the architecture
- Enhance the exterior of the building
- Project at least 3' from building over pedestrian areas, and 2' otherwise
- 8' minimum clearance

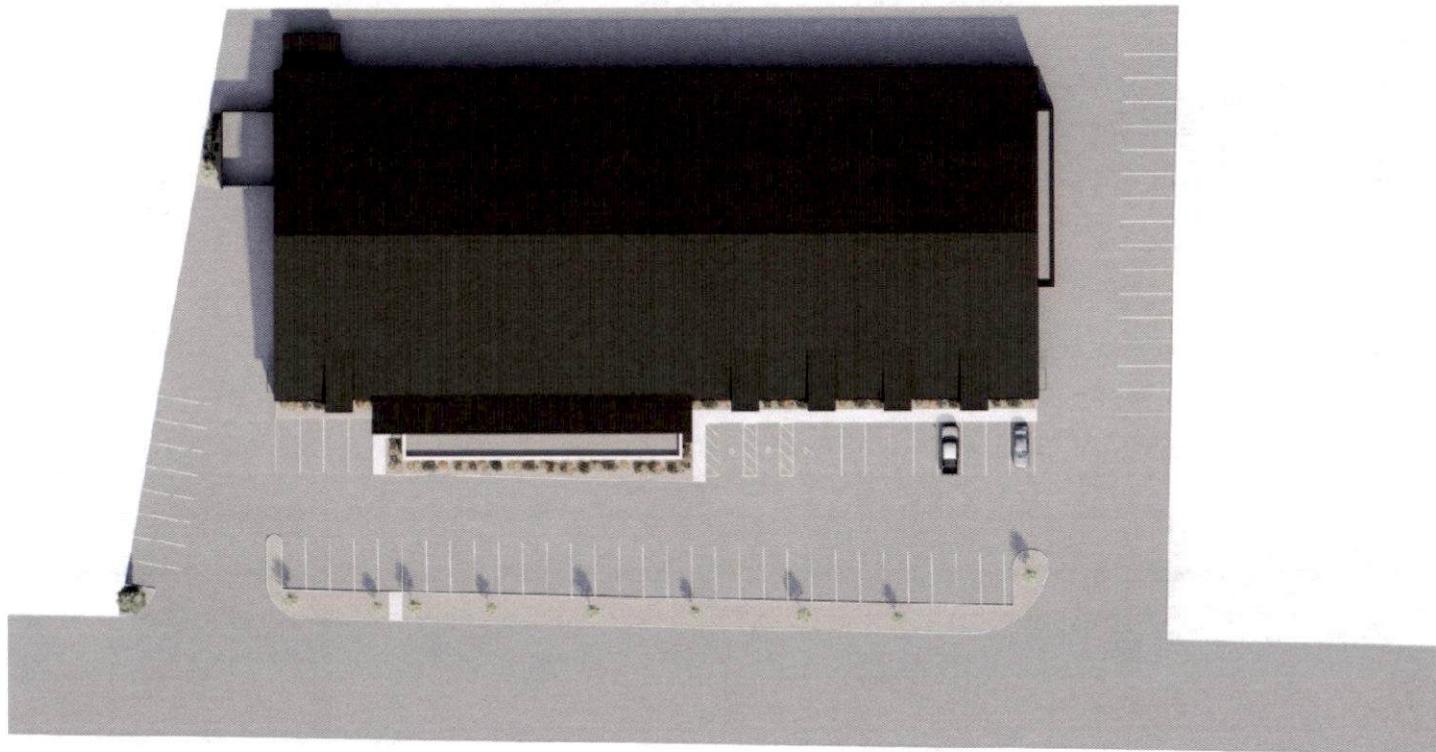


## ROOFS AND PARAPETS

- Architectural screens of equipment to provide screening from visibility 300' away from building
- Roof equipment to be clusted and painted to match roof material
- Sloped roofs to have a minium 1:12 pitch



## Site Rendering



SILVERCREEK DESIGN SHOP  
initial city approval | 2024.06.27 | p. 6



HYPERION ARCHITECTS

Item # 7.



Item # 7.

## Details

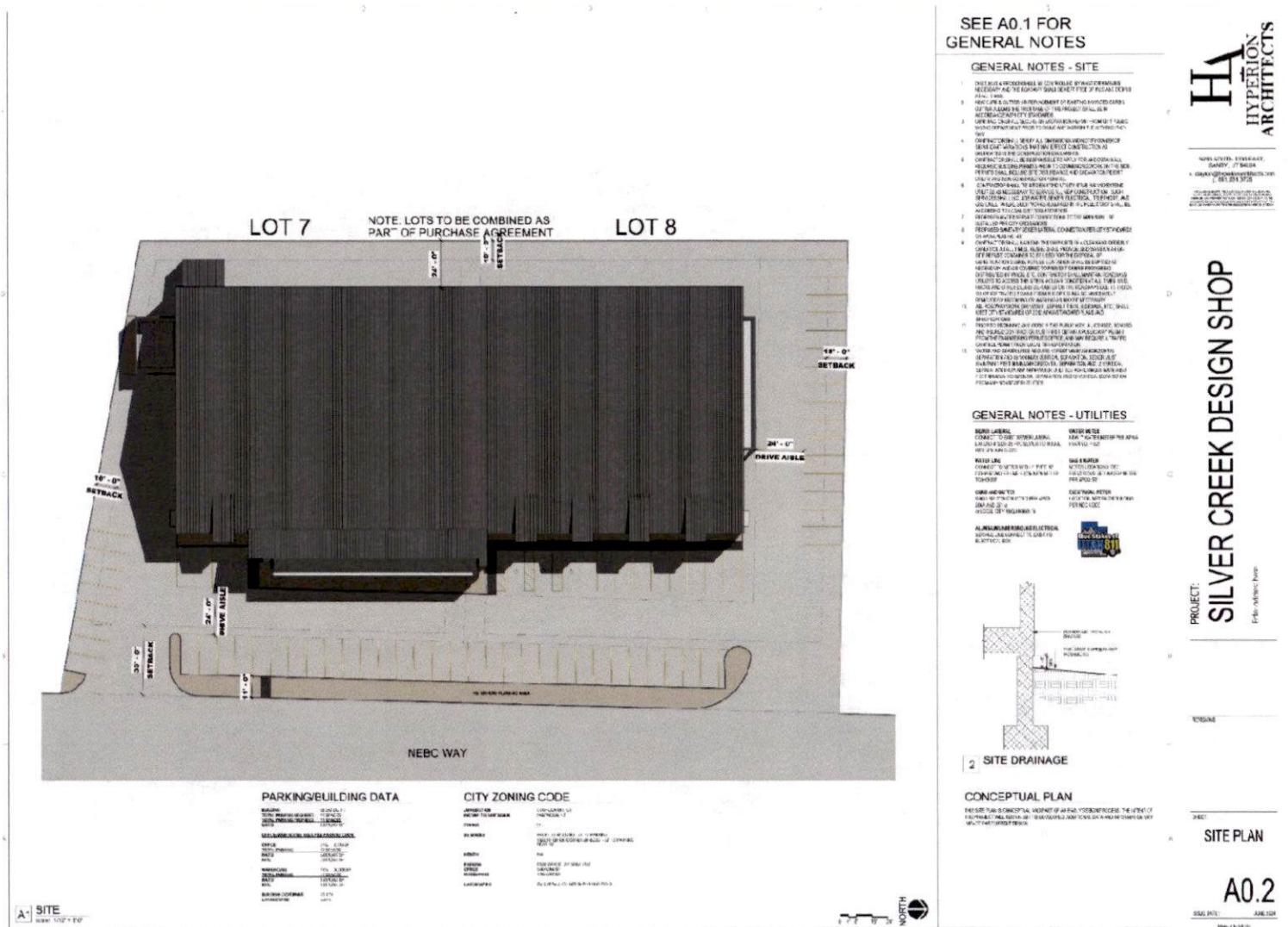


SILVERCREEK DESIGN SHOP  
initial city approval | 2024.06.27 | p. 9

## Details



SILVERCREEK DESIGN SHOP  
initial city aporoval | 2024.06.27 | p. 10



*Item # 7.*



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

**RESOLUTION 01-02-2026-CDA  
APPROVAL OF ADDENDUM #2 TO THE PRECISION MILLWORK 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 March 4, 2025, the Agency (“Seller”) approved Resolution 03-01-2025-CDA, approving an agreement with Precision Millwork (“Buyer”), for the purchase of certain real property (the “Purchase Agreement”); and

**WHEREAS**, on May 2, 2025, the Agency (“Seller”) approved Resolution 05-02-2025-CDA, approving Amendment #1 to the Purchase Agreement (the “Purchase Agreement”) with Precision Millwork (“Buyer”); and

**WHEREAS**, the Agency and Precision Millwork desire now to amend certain provisions of the Purchase Agreement;

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

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

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

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

**APPROVED AND ADOPTED THIS 6<sup>th</sup> day of January, 2026.**

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Daniel M. Olson, Board Chair

Attest:

---

Stephanie Christensen, Secretary

Board Member Art Adcock	Voted <input type="text"/>
Board Member Brian Del Rosario	Voted <input type="text"/>
Board Member Travis Keel	Voted <input type="text"/>
Board Member Lynn Mecham	Voted <input type="text"/>
Board Member Jeff Siddoway	Voted <input type="text"/>

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

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of January 6, 2026, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **PRECISION MILLWORK**, a Utah S Corporation of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Real Property Purchase Agreement dated March 4, 2025 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 1.1938 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on May 6, 2025, the Agency approved Resolution 05-02-2025-CDA, approving Addendum #1 to the Agreement with Buyer to the Purchase Agreement, a copy of which is attached hereto as Exhibit A; and

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

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

**1. 1. EXHIBIT B, INDUSTRIAL PARK ARCHITECTURAL STANDARDS, Section 4 Building Materials, Subsection a. part ii.** Is changed 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, **decorative perforated panels, decorative metal accents**, 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.”

**2. “EXHIBIT C, BUILDING TYPE AND ARCHITECTURAL STYLES”** the attached “Attachment A” hereto, building type with architectural styles, is added to Exhibit C of the original Purchase Agreement as an approved building type and architectural style.

[Signatures on following page.]

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

**SELLER:**

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

**DATE:** \_\_\_\_\_, 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:

## **PRECISION MILLWORK**, a Utah S corporation

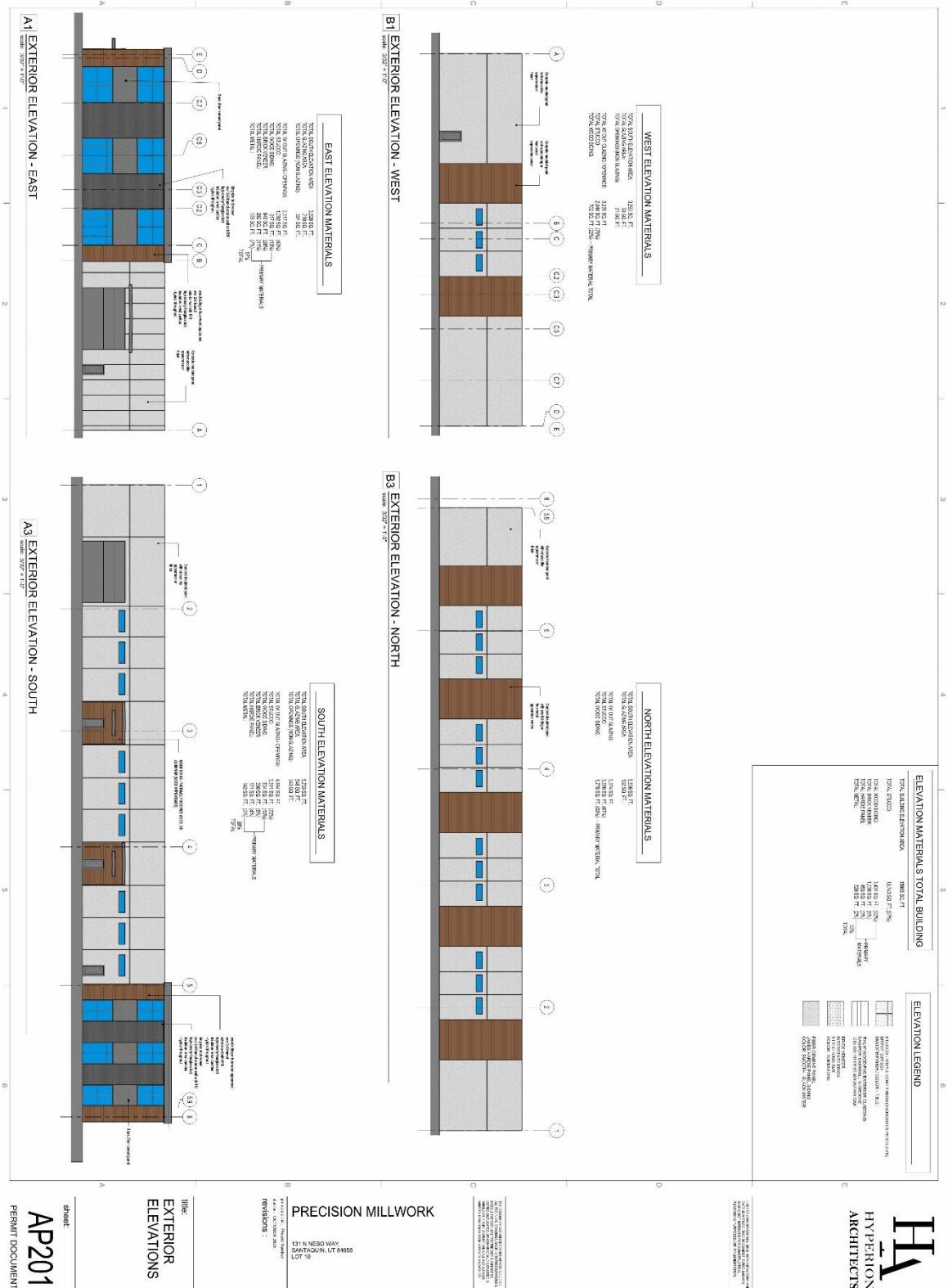
By: \_\_\_\_\_  
Gary Fusselman, Owner \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
Gary Fusselman who, after being duly sworn, acknowledged to me that he is authorized to execute  
this document and who executed the same.

Notary Public \_\_\_\_\_

**ATTACHMENT A**  
**(ADDED ARCHITECTURAL BUILDING STYLE)**



AP201  
PERMIT DOCUMENTS

PERMIT DOCUMENTS

*Item # 8.*

**EXHIBIT A**  
**(PURCHASE AGREEMENT)**

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

**RESOLUTION 03-01-2025-CDA  
SALE OF REAL PROPERTY**

**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**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Number 71:002:0009 which is more particularly described in Exhibit A hereto (“the Property”); and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the 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 terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement and approves the sale of the Property pursuant to said terms and conditions.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

**SECTION 4:** This Resolution shall become effective on March 4, 2025.

Approved on this 4<sup>th</sup> day of March 2025



Daniel M. Olson, Board Chair

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

Attest:



Amalie R. Ottley, Secretary



## 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 **PRECISION MILLWORK**, a Utah S Corporation of the state of Utah ("Buyer") as of the date Seller and Buyer execute this Agreement as provided on the signature pages. Seller and Buyer are herein sometimes referred to individually as a "Party" and collectively as the "Parties." The transactions contemplated by this Agreement are herein sometimes collectively referred to as the "Transaction".

### RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 1.1938 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"; "Cabinet Making/Woodworking"; "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"; or "Professional Office or Financial Services" purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

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

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

d. Buyer shall 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 May 1st, 2025, which of the aforementioned options shall be selected. In the event that a Septic System for each building/structure built on the 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 East 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 that no staging, crushing, sorting, or processing, or stockpiling of imported gravel, rock, or soil materials (other than staging or stockpiling during the construction period for site improvements) is allowed on the Property.

m. Buyer acknowledges and agrees to construct 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".

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

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

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

**4. Purchase Price.** The Purchase Price for the Property is (Four Hundred and Seventeen Thousand, Eight Hundred and Thirty Dollars) (\$417,830) 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 30 days from the execution date, the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

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

**5. Closing.** This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 60 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 March 20, 2025, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

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

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

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

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

**10. Buyers Right to Cancel.** Buyer's obligation to purchase under this Agreement is conditioned upon Buyer's approval of the content of all of the Seller's Disclosures

referred to in paragraph 9 above, and Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, except as provided in paragraph 4.b. above, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

**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 S Corporation 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 may retain the services of a realtor in connection with Buyer's purchase of the Property and related matters and warrants to Seller that all costs and fees associated with any such service shall be the sole responsibility of Buyer. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

**14. Risk of Loss.** The risk of loss will be upon Seller until Closing. Seller shall, at Seller's sole cost, take reasonable steps to protect the Property from damage and deterioration prior to Closing. In the event of any loss or damage to or condemnation of the Property prior to Closing, Buyer may either waive such loss, damage or condemnation and

proceed to close this Transaction, or cancel this Agreement. If Buyer waives any loss or damage to or condemnation of the Property and proceeds to close this Transaction, Seller shall, at and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by the Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

**15. Default and Remedies.**

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

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

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

**16. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be

merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by the Parties hereto.

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

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

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

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

Buyer: Precision Millwork  
1133 N 450 W,  
Suite C  
Springville, UT 84663

With a Copy to: N/A

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

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

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

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

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

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

**24. Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Any third party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

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

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

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

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

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

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

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

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

**SELLER:**

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

**DATE:** March 4, 2025.

Daniel M. Olson  
**DANIEL M. OLSON, Chair**

**ATTEST:**

Amalie R. Ottley  
Amalie R. Ottley, Secretary

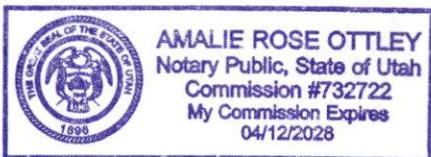
STATE OF UTAH )  
:ss

COUNTY OF UTAH )

On this 4th day of March, 2025, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public

Amalie R. Ottley



BUYER:

Buyer Name: *John*

DATE: 3-4, 2025

OWNER

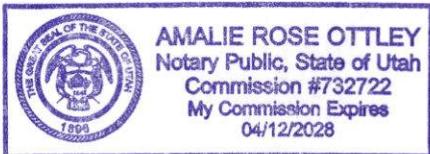
Title

STATE OF UTAH )  
:ss  
COUNTY OF UTAH )

On this 4th day of March, 2025, personally appeared before me,  
Gary Fusselman who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

Notary Public

Amalie Ottley

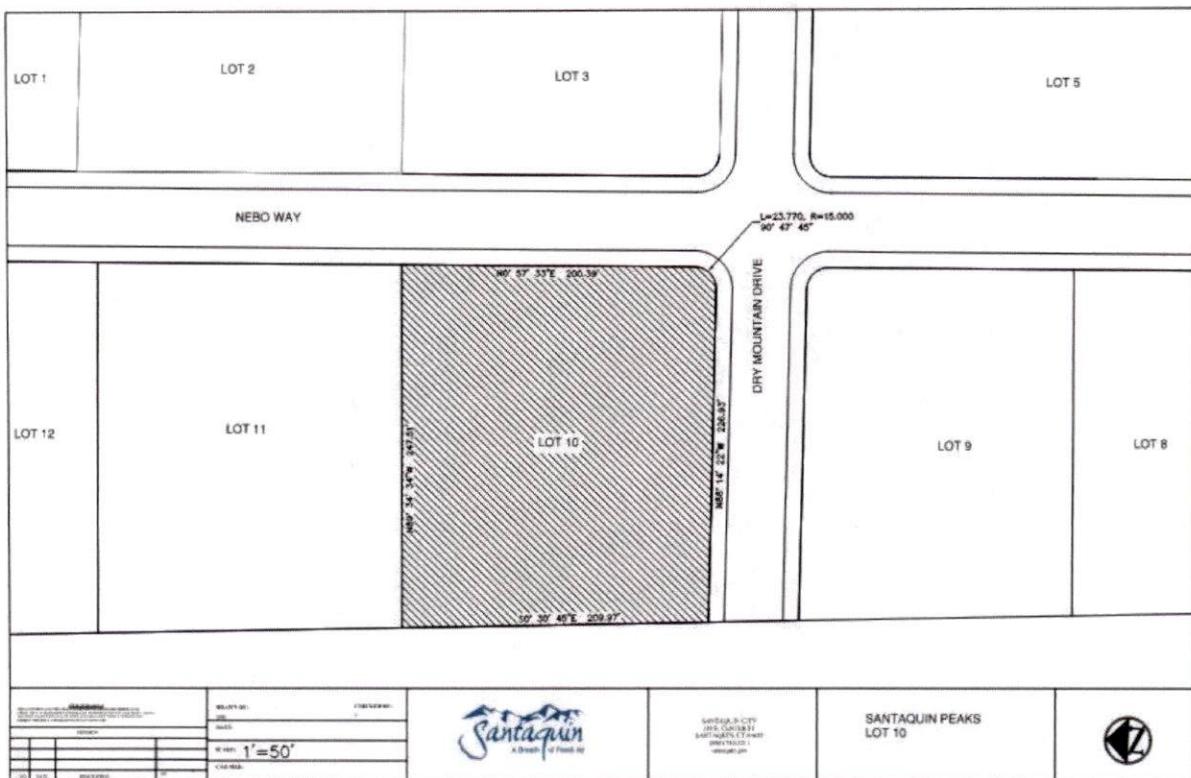


**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

**LEGAL DESCRIPTION:**

Lot 10, SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED, Santaquin, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

Tax #: 71:002:0010



## 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 clearstory or faux windows should be considered where facades exceed twenty-five feet (25') in height. Functionality and architectural integrity should be maintained in addition to addressing the articulation of upper-level facades.

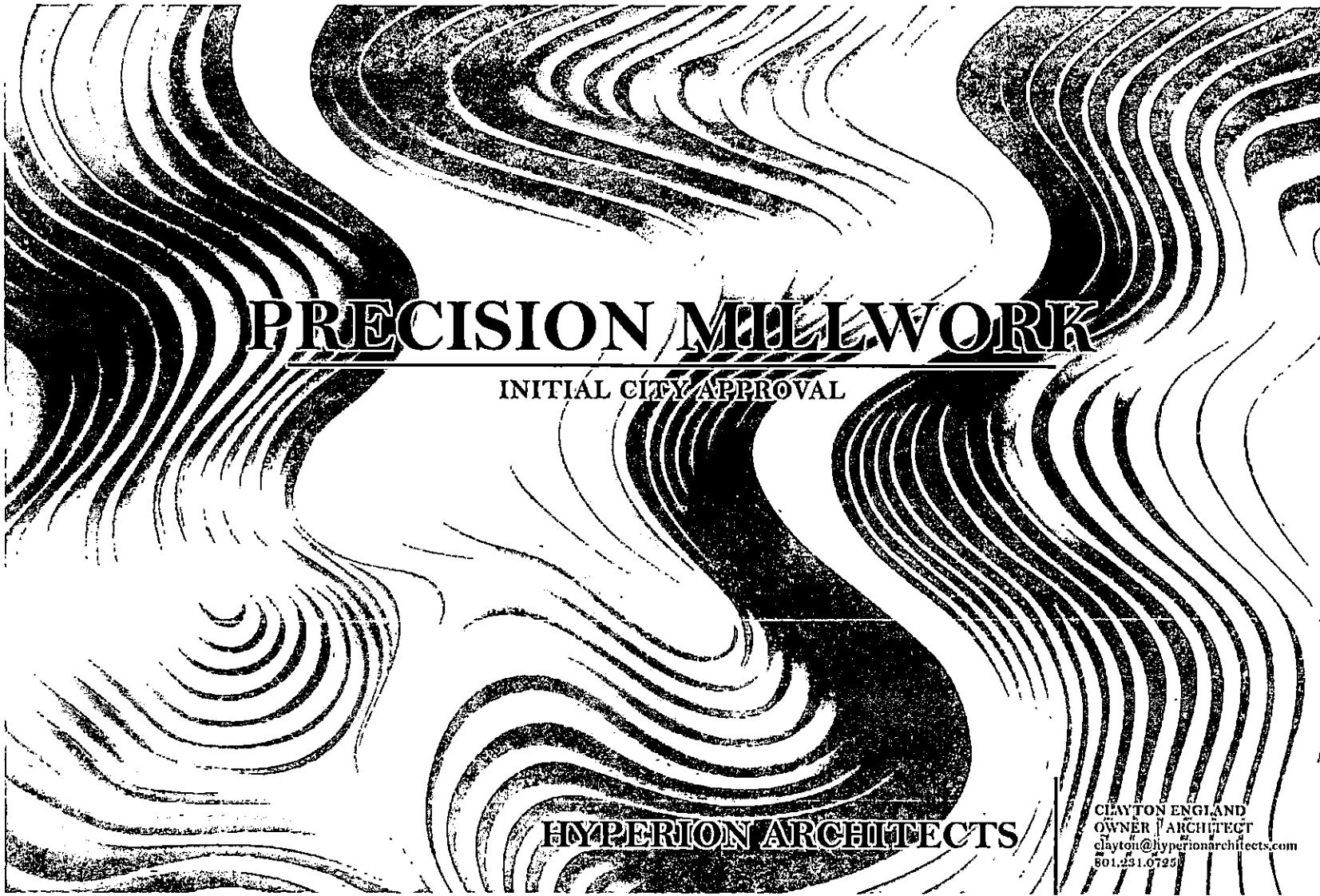
8. Use Of Awnings, Canopies, And Arbors: Awnings, canopies and arbors shall be designed to fit within the architecture of the buildings to which they are attached or located adjacent to and serve to enhance the exterior of the building as an articulation and aesthetic element.

- a. Awnings or canopies shall project at least 3.0 feet from the building when located over a pedestrian traffic area and no less than two feet (2') otherwise.
- b. A minimum clearance above sidewalk grade or building entrances of eight feet (8') to the bottom of the framework shall be maintained when located over a pedestrian traffic or entrance area.
- c. The top of the framework may not extend above a vertical wall terminus nor cover any architectural elements.

9. Roof Designs And Parapets:

- a. Where roof mounted equipment is present:
  - i. Screening such as parapets, architecturally designed enclosures, etc., shall be provided to reasonably screen all roof equipment from being visible three hundred feet (300') away from the building. Special consideration should be given to the varied topographic conditions around Santaquin when designing such screening.
  - ii. Where approved screening of roof equipment is provided and the potential exists for roof equipment to still be visible from neighboring major transportation corridors, the equipment should be clustered and painted the same color as the adjacent building/roof colors so as to minimize the visibility of the equipment. Additional screening at site boundaries may also be an appropriate mitigation measure in this instance.
- b. Sloped roofs or forms should have a minimum one to twelve (1:12) pitch.

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



# PRECISION MILLWORK

INITIAL CITY APPROVAL

HYPERION ARCHITECTS

CLAYTON ENGLAND  
OWNER / ARCHITECT  
[clayton@hyperionarchitects.com](mailto:clayton@hyperionarchitects.com)  
801.231.0725

# Program

HYPERION ARCHITECTS

Planned Square Footage: 27,845 sf

## Program Brief

Office	Est. SF
10 Offices (82 sf/office)	~1,144 sf
Women's Bathroom	~120 sf
Men's Bathroom	~120 sf
ADA Restroom	~60 sf
Open Office Space	~300 sf
Entry and Mezzanine	~200 sf
Conference Room	~240 sf
Break Room	~196 sf
Storage (Throughout)	~125 sf
Fire Riser	~50 sf
Game Room	~180 sf
Circulation Space	~565 sf
<b>Total Office Space</b>	<b>~3,300 sf</b>

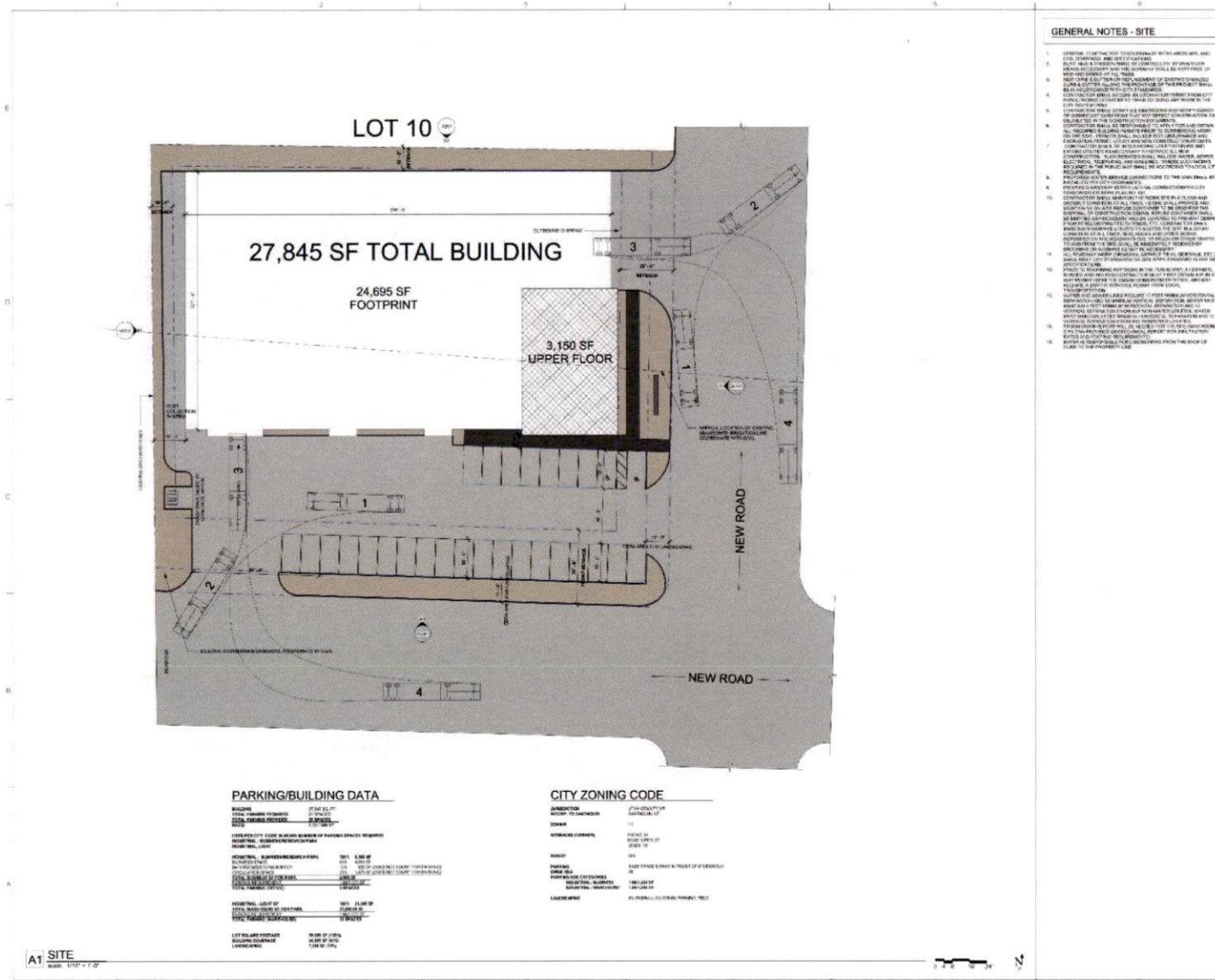
Manufacturing	Est. SF
Air Compressor Space	~200 sf
Employee Lockers	~50 sf
Package Receiving	~50 sf
Tooling Room	~130
Paint Area	~2,500 sf
Manufacturing Space	~18,333 sf
Circulation Space	~3,432 sf
<b>Total Manufacturing Space:</b>	<b>~24,695 sf</b>

## Additional Features

Fire Control and Protection, Potential Addition of new CNC + Molder, Circulation Efficiency in Design (Horseshoe vs. One Way), Security Integration, Moisture and Humidity Control, Several Points of Access to Manu.



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HA  
HYPERION  
ARCHITECTS

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[FAMILY] RESIDENCE  
1234 TEST ADDRESS AVE.  
PHOENIX, PHOENIX  
AZ 85001-0000

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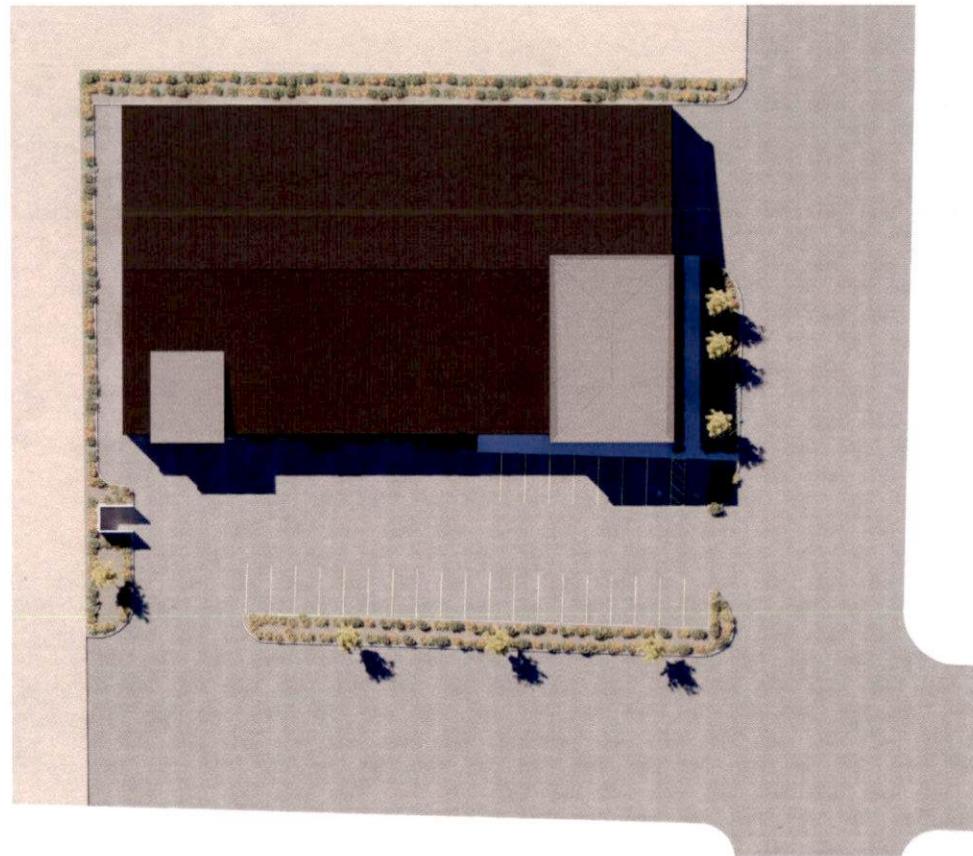
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STAGING  
PLAN**

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INITIAL CITY APPROVAL



## Site Rendering

HYPERION ARCHITECTS



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## Rendering

HYPERION ARCHITECTS



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## Rendering

HYPERION ARCHITECTS



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## Rendering

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HYPERION ARCHITECTS



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## Rendering

HYPERION ARCHITECTS



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## Rendering

HYPERION ARCHITECTS



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## Rendering

HYPERION ARCHITECTS



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