



CITY COUNCIL REGULAR MEETING

Tuesday, October 01, 2024, at 7:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
 - **YouTube Live** – Some public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.
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ADA NOTICE

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

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 09-17-2024 City Council Work Session Minutes
- [2.](#) 09-17-2024 City Council Regular Meeting Minutes

Bills

- [3.](#) City Expenditures from 9-14-24 to 9-27-24 in the amount of \$1,323,116.38.

RECOGNITIONS & PUBLIC FORUM

Recognitions

- [4.](#) Employee of the Month - Joyce Lamb
5. Emergency Management Certification - Chris Lindquist

Public Forum

6. Chamber of Commerce Report

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Resolutions

7. Resolution 10-01-2024 - 390 N. 200 E. Subdivision Infrastructure Deferral Agreement (Peak to Peak Real Estate, LLC)

Ordinances

8. Ordinance 10-01-2024 - Land Uses in the Commercial Light Manufacturing (CLM) Zone Code Amendment
9. Ordinance 10-02-2024 - Public Facilities (PF) Zone Changes
10. Ordinance 10-03-2024 - Plat Amendment, Lot Line Adjustment, & Boundary Adjustment Code Amendments
11. Ordinance 10-04-2024 - Residential Rear Setback Exceptions Code Amendment

Discussion & Possible Action

12. Discussion & Possible Action - Approval of Contract for Construction Manager/General Contractor (CMGC) for WRF Phase 3 Project Improvements

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

13. Resolution 10-01-2024 CDA - Addendum #6 to the LG SQ2, LLC Real Estate Purchase Agreement
14. Discussion & Possible Action - Approval of Change Order to Greenhalgh Construction for Remaining Santaquin Peaks Subdivision Improvements

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

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


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

BY:



Amalie R. Ottley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, September 17, 2024, at 5:00PM

City Hall Council Chambers and Online

MINUTES

Mayor Pro Tem Art Adcock called the meeting to order at 5:00 p.m.

ROLL CALL

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

Mayor Olson was excused from the meeting.

No other members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Mecham led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Del Rosario offered an invocation.

DISCUSSION ITEMS

1. Discussion - MAG Senior Lunch Program Funding Changes

Manager Beagley discussed with the members of the council the pending funding agreement for senior meals provided by the Mountainland Association of Governments (MAG). He stated that this year, the funding coming from MAG is less than what was anticipated and a total of \$13,000 less than what was budgeted for this Fiscal Year due to the addition of meals on Tuesdays as well as Thursdays. At Mayor Olson's direction, staff will research a way to fill the gap of \$13,000 without having to cut services for the seniors. As such, a budget amendment will come before the council for consideration at a later date. Councilor Adcock inquired what the budget for the senior meals is currently. Manager Beagley indicated that the current budget is \$21,000 with \$8,000 coming from MAG leaving the gap of \$13,000 to fund both Tuesday and Thursday meals. Councilor Keel inquired if there were any other sources of revenue outside of the General Fund. Manager Beagley indicated funds for the meals would need to come from the General Fund. Councilor Siddoway inquired how popular the Tuesday lunch is compared to Thursday lunches. Manager Beagley and Mayor Pro Tem Adcock indicated that currently the Tuesday meals are about half as popular as Thursday meals but anticipated to grow in the future. Councilor Del Rosario inquired if the contract allows for seniors to take home meals. Mayor Pro Tem Adcock and Manager Beagley confirmed that take home meals are available to shut-in seniors or those who opt to take it home. Manager Beagley added that the stipulations to the agreement have not changed, just the funding amount provided by MAG.

2. Mayor & Council Training - Political Activities of Public Entities Act (PAPEA)

Manager Beagley went over training regarding what public officials should and should not do with regards to political activities and the use of public funds/resources. (See attached notes.)

3. Discussion - Possible Use of New Cemetery Property

Members of the City Council discussed possible uses of a newly acquired piece of property that will be used for a City cemetery in the future. Two separate entities have approached the mayor to request to use the property for different purposes. Manager Beagley indicated that should the City choose to allow use of the property by a different party, a contract would need to be put in place that would include indemnification and renumeration. Council members agreed to allow use of the property with parameters under a contract for comparable or market rates to other properties in the area. Council members were not opposed to the property being used to graze animals. As the property is not fenced, an individual wishing to graze animals on the property would have to install fencing themselves.

4. Upcoming Agenda Items

Manager Beagley and Assistant Manager Bond went over items on the upcoming City Council Regular Meeting agenda.

ADJOURNMENT

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

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

Motion passed unanimously. The meeting was adjourned at 5:31 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

Date: September 6, 2024

To: ULCT membership

From: ULCT staff

RE: Primer on the Political Activities of Public Entities Act (PAPEA)

The Political Activities of Public Entities Act (PAPEA) prohibits public entities and public officials from using public funds to influence ballot propositions.

I) Definitions

A) To whom does PAPEA apply?

PAPEA applies to all public entities and public officials.

Public entities are defined as the state, each state agency, each county, municipality, school district, special district, governmental interlocal cooperation agency, and each administrative subunit of each of them. Utah Code 20A-11-1202(13).

The Utah League of Cities and Towns (ULCT) is a public entity because it is a “governmental interlocal cooperation agency” formed under prior versions of the Interlocal Cooperation Act located in Title 11, Chapter 13.

Public officials are defined as any elected or appointed member of government with authority to make or determine public policy, which includes persons or groups that have supervisory authority over the personnel and affairs of a public entity and approves expenditures of funds for the public entity. UCA 20A-11-1202(15).

B) What are “public funds?”

Public funds means any money received by a public entity from appropriations, taxes, fees, interest, or other returns on investment but does not include money donated to a public entity. See UCA 20A-11-1202(14).

C) What does “influence” mean?

Influence means to campaign or advocate for or against a ballot proposition. See UCA 20A-11-1202(8).

D) What is a ballot proposition?

Ballot proposition means a constitutional amendment, initiative, referendum, judicial retention question, opinion question, bond approval, or other question submitted to the voters for their approval or rejection.

It is important to recognize that each individual category has different meanings and implications under PAPEA. For example, initiatives and referenda are not the same thing as constitutional amendments, even though both are ballot propositions. Pay close attention to this document when certain actions apply only to certain categories of ballot propositions. See UCA 20A-11-1202(2).

II) Public entities dos and don'ts

A) What actions relating to a ballot proposition are permitted by a public entity (including employees acting as a representative of a public entity) under PAPEA?

1. Neutrality: stay neutral on the ballot proposition, though you can encourage people to vote.
2. Factual information: a public entity may provide factual information so long as the information grants equal access to both the opponents and proponents of the ballot proposition. A county or city may not provide any information about a ballot proposition beyond what state law authorizes but they can respond directly to a question from a person or group of people.
3. Research/info with equal access: Conduct research, collect and compile information, and provide arguments for and against a ballot proposition so long as the information gives equal access to both sides of the ballot proposition. See UCA 20A-11-1203(4)(a)
4. Public meetings with equal access: Hold public meetings to present an argument for or against a proposed referendum, referendum, initiative, proposed initiative, or bond, so long as:
 - a. The legislative body provides others a reasonable amount of time to present oral arguments for or against,
 - b. Holds the public meeting during the legislative body's normal meeting time or at any time beginning at 6 p.m. or after.

See UCA 20A-11-1206(5)(b); UCA 20A-11-1206(6)(c); UCA 20A-7-405(2); UCA 59-1-1605.

(Note: A constitutional amendment is not a referendum, initiative, or bond.)

5. Answer questions: Spend a reasonable amount of public funds to gather information for, and respond directly to, an individual's questions relating to a ballot proposition, proposed initiative, initiative, proposed referendum, or referendum. See UCA 20A-11-1203(3).
6. Website: Posting on the public entity's website, or any medium, a complete copy of the ballot proposition information pamphlet or a voter information pamphlet. See UCA 20A-11-1203(4)(d).
7. Website: Post a link to another website not owned by the public entity so long as the public entity takes certain steps in Utah Code 20A-11-1203(4)(c) before posting the link. See 20A-11-1203(4)(c).
8. Email: Sending email solely to the following individuals or groups of individuals (Note: There should be no mixing and matching of the following categories of individuals in the same email):
 - a. A person or group who asked a question for the purpose of providing them information in response to their question;
 - b. Any person if the content of the email only includes the information required to be included within a local voter information pamphlet authorized under 20A-7-402;
 - c. Any person at the same organization;
 - d. Any person of another public entity;
 - e. Any public entity's legal counsel;

- f. Sponsors of an initiative or referendum;
- g. Land developer for a project permitted by a local land use law that is challenged by a proposed referendum or referendum;
- h. A person involved in a business transaction directly relating to a development project challenged by a proposed referendum.

See UCA 20A-11-1205(5).

- 9. Publish an argument or rebuttal argument prepared in accordance with UCA 20A-7-401.5 or -402 so long as it relates to the proposed initiative, initiative, proposed referendum, or referendum. See UCA 20A-11-1206(6)(a) and (b).
- 10. Unique law around school districts: Any actions that are permitted under Title 53G, Chapter 3 as part of the process of creating a new school district. See UCA 20A-11-1203(5).

B) What actions are prohibited by a public entity under PAPEA relating to a ballot proposition?

- 1. Use of public funds: Use public funds to influence a ballot proposition, proposed initiative, or a proposed referendum unless otherwise permitted above.
- 2. Email: Send email using any public email address to anyone or for any reason that is not permitted above.
- 3. No other publishing: Publish an argument for or against a ballot proposition, a proposed initiative, or proposed referendum on the public entity's website unless otherwise permitted above.

III) Public officials dos and don'ts

A) What actions are public officials permitted to do under PAPEA relating to a ballot proposition?

- 1. First Amendment: Speak, campaign, contribute personal money, or otherwise exercise the public official's individual First Amendment rights for political purposes, including advocating for or against a ballot proposition, so long as you do not use public funds or resources.
- 2. Website: Use the research, information, or arguments that have been conducted or collected by the public entity for the purpose of advocating for or against a ballot proposition via a website or another medium, so long as the medium(s) used by the public official is not owned or controlled by the public entity.
- 3. Email: Use public email to engage in communication as further described solely within the public entity, communication solely with another public entity, communication solely with legal counsel, or communication solely with the sponsors of an initiative or referendum.

B) What actions are public officials prohibited from doing under PAPEA related to a ballot proposition?

- 1. Public funds: Use public resources to personally advocate for or against a ballot proposition.
- 2. Email: Send an email using the email of a public entity for a political purpose, to advocate for or against a ballot proposition, or to solicit a campaign contribution.

IV) What are the penalties for not abiding by PAPEA?

- A) These penalties apply to public officials and to persons that public entities employ.
1. Any person who violates PAPEA may be charged with a Class B misdemeanor, which means a fine of up to \$1,000 and up to 6 months in jail.
 2. Any person who sends an email in violation of UCA 20A-11-1205(1) must pay a violation of up to \$250 for the first violation and \$1,000 for any subsequent violation committed by the same person. A person who inadvertently sends an email in violation of UCA 20A-11-1205(1) will not be penalized under this restriction but may still be charged under #1 if the specific circumstances warrant such punishment.
 3. The calculation of the penalty is based on how often a person presses send. If person presses send once but the email goes to 100 people, it would still count as one email.

This document is not intended to cover all that you may need to know under PAPEA. This is not legal advice and does not create any attorney-client relationship. Before taking any action, we encourage you to review PAPEA and talk to your public entity's legal counsel.



REGULAR CITY COUNCIL MEETING
Tuesday, September 17, 2024, at 7:00 p.m.
Council Chambers at City Hall and Online

MINUTES

Mayor Pro Tem Art Adcock called the meeting to order at 7:00 p.m.

ROLL CALL

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

Mayor Olson was excused from the meeting.

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

No other members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Amalie Ottley led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Keel offered an inspirational thought.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

CONSENT AGENDA

1. 09-03-2024 City Council Regular Meeting Minutes
2. City Expenditures from 8/31/2024 to 9/13/2024 in the amount of \$1,124,916.86.

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

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

The motion passed.

PUBLIC FORUM

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

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant Manager Bond presented the Building Permit Report. 184 residential units have been issued building permits in the current calendar year. In comparison, 36 single and multi-family residential units have been built in the current fiscal year (July 1, 2024 – June 30, 2025). 4 new business licenses were issued in the last two weeks.

NEW BUSINESS

3. Resolution 09-02-2024 - Authorizing an Interlocal Cooperation Agreement Between Santaquin City, Payson City, and Nephi City for Certain Law Enforcement Operations

Manager Beagley introduced Resolution 09-02-2024 - Authorizing an Interlocal Cooperation Agreement Between Santaquin City, Payson City, and Nephi City. This agreement authorizes Santaquin City PD to be a part of the West Central Strike Force with the purpose of conducting narcotics investigations within the jurisdiction of the participating agencies.

Councilor Mecham made a motion to approve Resolution 09-02-2024 - Authorizing an Interlocal Cooperation Agreement Between Santaquin City, Payson City, and Nephi City for Certain Law Enforcement Operations. Councilor Keel seconded the motion.

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

The motion passed.

4. Resolution 09-03-2024 - Approval of MAG Senior Meals Funding Agreement

Manager Beagley introduced Resolution 09-03-2024 – Approval of MAG Senior Meals Funding Agreement. The proposed agreement will cover a portion of the cost of senior meals for a term of four years.

Councilor Mecham made a motion to approve Resolution 09-03-2024 - Approval of MAG Senior Meals Funding Agreement. Councilor Siddoway seconded the motion.

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

The motion passed.

5. Ordinance 09-02-2024 - Subdivision Review Process Code Amendment

Assistant Manager Bond introduced Ordinance 09-02-2024 - Subdivision Review Process Code Amendment. The proposed amendment addresses subdivision application review timelines and other updates passed in recent State Legislative sessions.

Councilor Keel made a motion to approve Ordinance 09-02-2024 – Subdivision Review Process Code Amendment. Councilor Siddoway seconded the motion.

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

The motion passed.

6. Discussion & Possible Action - Award of Contract for Foothill Village Playground

Manager Beagley introduced the proposed award of a contract for the Foothill Village Playground. The award of the contract would increase the budget for the playground by \$19,580 for the pour in place (PIP) rubberized surface rather than wood chips.

Councilor Siddoway made the motion to re-award a contract to Play & Park Structures in the amount not to exceed \$160,646.40 for the purchase and installation of playground equipment for Foothill Village Park, included the PIP option. Councilor Mecham seconded the motion.

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

The motion passed.

REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON

Assistant Manager Bond reported on items on upcoming Development Review Committee (DRC) and Planning Commission meetings. He also asked that City Council members to think of local businesses to spotlight in the future. Lastly, Assistant Manager Bond discussed the upcoming Columbus Day employee training event.

Manager Beagley reported that the timeframe for the completion of the Foothill Village Playground will likely be completed in Spring 2025 due to ordering of the equipment and installation. He also reported on ongoing construction projects in the City, including the Main Street widening project. The pavement for the Main Street widening project is anticipated to be completed by the end of the first week of October. Councilor Mecham inquired about the timeline for the stop light at Center Street. Manager Beagley indicated that the light is expected to be installed this construction season. Manager Beagley reported on the abatement and demolition of the old Jr. High School building.

Councilor Adcock expressed concerns on behalf of residents that have had issues with Comcast installations in the City. Manager Beagley indicated that there is contact information for Comcast on the website. Councilor Del Rosario requested that information be provided in the upcoming newsletter. Manager Beagley indicated that because Comcast is working through a private contractor and public utility easements, residents need to contact Comcast directly with concerns.

Councilor Keel discussed changes to the Youth City Council (YCC). He stated that activities and meetings for the YCC are scheduled for the remainder of the year.

Councilor Mecham had nothing to report.

Councilor Siddoway reported on the Hispanic celebration at the most recent Hometown Market. He encouraged residents to attend the upcoming Polynesian Luau Hometown Market event in two weeks.

Councilor Del Rosario invited local business owners to attend the upcoming Santaquin Breakfast Club put on by the Payson Santaquin Area Chamber of Commerce. On behalf of a resident, he inquired about the possibility of prioritizing zones when allowing detached accessory dwelling units (ADUs) per the Moderate-Income Housing requirements from the State. Assistant Manager Bond discussed how the City has been working to allow ADUs one zone at a time to meet Moderate-Income Housing requirements and has yet to see any built. Councilor Del Rosario indicated that he has received interest from individuals in the R-15 zone. Councilor Del Rosario also expressed concern about a possible homeless encampment in Pole Canyon and asked where jurisdiction lies between the City and the County. Manager Beagley indicated that City boundaries end roughly around the Ted Ahlin Pond and further up the canyon is the jurisdiction of Utah County. Manager Beagley encouraged residents to call dispatch should they observe any unlawful activity. Councilor Del Rosario inquired if the Lamb property is ready to rent. Manager Beagley confirmed that the City is working with a rental management company to get the home rented in the near future. Councilor Del Rosario inquired about the progress of the Santaquin Peaks industrial subdivision. Manager Beagley discussed the closing of certain lots with owners and site plan progress and indicated that negotiations are ongoing for other lots. Manager Beagley also discussed the installation of primary utilities at the industrial subdivision.

Councilor Adcock (Mayor Pro Tem) had nothing to report.

ADJOURNMENT

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

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

The motion passed.

The meeting was adjourned at 7:28 p.m.

ATTEST:

Art Adcock, Mayor Pro Tem

Amalie R. Ottley, City Recorder

DRAFT

SANTAQUIN CITY CORPORATION
Check Register
CHECKING - ZIONS - 09/14/2024 to 09/27/2024

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
BIRRELL BOTTLING COMPANY	9/20/2024	\$975.26	drink supplies for snack shack	6140484 - SNACK SHACK FOOD
BIRRELL BOTTLING COMPANY	9/20/2024	\$320.50	Breakroom Supplies	1043240 - SUPPLIES
		\$1,295.76		
BRIDGESOURCE, LLC	9/20/2024	\$1,162.26	Onsite Fuel	1060260 - FUEL
BRIDGESOURCE, LLC	9/20/2024	\$1,162.26	Onsite Fuel	5240260 - FUEL
BRIDGESOURCE, LLC	9/20/2024	\$1,162.27	Onsite Fuel	1070260 - FUEL
BRIDGESOURCE, LLC	9/20/2024	\$1,162.27	Onsite Fuel	1077260 - FUEL
BRIDGESOURCE, LLC	9/20/2024	\$1,162.27	Onsite Fuel	5140260 - FUEL
BRIDGESOURCE, LLC	9/20/2024	\$1,162.27	Onsite Fuel	5440260 - FUEL
		\$6,973.60		
CARQUEST AUTO PARTS STORES	9/26/2024	\$28.13	Mower Maintenance	1070250 - EQUIPMENT MAINTENANCE
CENTRAL UTAH RECREATION & PARKS ASSOCIATION	9/26/2024	\$75.00	cross country league membership fees	6140665 - YOUTH SPORTS
CENTURY EQUIPMENT COMP	9/20/2024	\$105.74	Wheel for backhoe	1060250 - EQUIPMENT MAINTENANCE
CENTURY EQUIPMENT COMP	9/20/2024	\$105.74	Wheel for backhoe	5240250 - EQUIPMENT MAINTENANCE
CENTURY EQUIPMENT COMP	9/20/2024	\$105.74	Wheel for backhoe	5440250 - EQUIPMENT MAINTENANCE
CENTURY EQUIPMENT COMP	9/20/2024	\$105.75	Wheel for backhoe	5140250 - EQUIPMENT MAINTENANCE
		\$422.97		
CHEMTECH-FORD, INC	9/20/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/20/2024	\$60.00	Bac-T testing for Main Street water line replacement	4540306 - MAIN STREET WIDENING
CHEMTECH-FORD, INC	9/20/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/20/2024	\$35.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/20/2024	\$70.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/20/2024	\$175.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/26/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/26/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/26/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	9/26/2024	\$120.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$1,081.00		
CHILD SUPPORT SERVICES/ORS	9/27/2024	\$356.31	Garnishment - Child Support	1022420 - GARNISHMENTS
CHRISTENSEN, STEPHANIE	9/20/2024	\$87.00	Per Diem for Stephanie Christensen at UBLA Conference in St. George	1078230 - EDUCATION, TRAINING & TRAVEL
CODALE ELECTRIC SUPPLY	9/26/2024	\$299.46	UPS for server	5140240 - SUPPLIES
CODALE ELECTRIC SUPPLY	9/26/2024	\$299.46	UPS for server	5440240 - SUPPLIES
		\$598.92		
COLONIAL LIFE	9/26/2024	\$599.85	Employee Paid Supplemental Insurance Premiums	1022505 - SUPPLEMENTAL
CORPORATE TRADITIONS	9/20/2024	\$75.00	Sept Pat on Back*/Financial Wellness Quarter*	1043480 - EMPLOYEE RECOGNITIONS
CORPORATE TRADITIONS	9/26/2024	\$25.00	Employee of the Month - October	1043480 - EMPLOYEE RECOGNITIONS
		\$100.00		
DEL ROSARIO, BRIAN	9/26/2024	\$50.00	ESEF - Birth of Child	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
DONE RITE LINES, LLC	9/20/2024	\$1,853.70	School Crossings	4540200 - ROAD MAINTENANCE
EFTPS	9/16/2024	\$6,199.36	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	9/16/2024	\$14,574.00	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	9/16/2024	\$26,507.82	Social Security Tax	1022210 - FICA PAYABLE
		\$47,281.18		
EL FAJRI, AMINE	9/20/2024	\$150.00	Interpreter Services - Santaquin Justice Court	1042310 - PROFESSIONAL & TECHNICAL

ELITE SPORTSWEAR, L.P	9/26/2024	\$3,843.00	cheer uniforms	6840812 - CHEER
ELITE SPORTSWEAR, L.P	9/26/2024	\$7,201.35	cheer uniforms	6840812 - CHEER
		\$11,044.35		
FORENSIC NURSING SERVICES LLC	9/20/2024	\$160.00	Blood/Urine/Triage 24SQ03452	1054311 - PROFESSIONAL & TECHNICAL
FP MAILING SOLUTIONS	9/26/2024	\$104.85	Postage Machine Lease - 9/2024 to 12/2024	1043310 - PROFESSIONAL & TECHNICAL
FRANCOM, KIM E.	9/26/2024	\$640.00	Adult Softball	4240670 - PD-2007 CV #774406 (11/10)
GENEVA ROCK	9/20/2024	\$1,423.27	Prospector View Pavilion	5740733 - PROSPECTOR VIEW PARK
GENEVA ROCK	9/20/2024	\$1,011.77	Concrete for Pavilion	5740733 - PROSPECTOR VIEW PARK
		\$2,435.04		
GOMEZ-BAEZA, ANTONIO	9/26/2024	\$500.00	Deposit refund	6734152 - BUILDING RENTAL REVENUE
GRAHAM FIRE APPARATUS	9/26/2024	\$1,514.45	Pump Tests	7657250 - FIRE - EQUIPMENT MAINTENANCE
HACH COMPANY	9/26/2024	\$70.20	Testing supplies	5240520 - WRF - SUPPLIES
HACH COMPANY	9/26/2024	\$179.90	Testing Supplies	5240520 - WRF - SUPPLIES
		\$250.10		
HANSEN, ALLEN & LUCE, INC	9/26/2024	\$335.00	Hansen, Allen and Luce Lead a copper efforts	5140310 - PROFESSIONAL & TECHNICAL SVCS
HEALTH EQUITY INC,	9/26/2024	\$272.73	HSA Contribution Hooser - September 2024	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM
HEALTH EQUITY INC,	9/26/2024	\$11,002.95	HSA Employee & Employee Contributions - September 2024	1022503 - HSA
		\$11,275.68		
HONEY BUCKET	9/26/2024	\$80.00	Portable for cemetery	1070300 - PARKS GROUNDS SUPPLIES
HORROCKS ENGINEERS LLC	9/20/2024	\$4,194.50	Final Design Progress Payment.	4140816-02 - NRCS - 6 ADDITIONAL DEBRIS BASINS
HORROCKS ENGINEERS LLC	9/26/2024	\$8,482.00	Final Design Progress Payment	4140816-02 - NRCS - 6 ADDITIONAL DEBRIS BASINS
		\$12,676.50		
HUMPHRIES INC	9/26/2024	\$66.16	Medical Supplies OXYGEN	7657242 - EMS - SUPPLIES
INDUSTRIAL SUPPLY	9/20/2024	\$27.86	Gloves	1070350 - SAFETY - PPE
INDUSTRIAL SUPPLY	9/20/2024	\$27.86	Gloves	5140350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$27.86	Gloves	5440350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$27.87	Gloves	1060350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$27.87	Gloves	5240350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$13.12	Gloves	1060350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$13.12	Gloves	1070350 - SAFETY - PPE
INDUSTRIAL SUPPLY	9/20/2024	\$13.12	Gloves	5240350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$13.13	Gloves	5140350 - SAFETY & PPE
INDUSTRIAL SUPPLY	9/20/2024	\$13.13	Gloves	5440350 - SAFETY & PPE
		\$204.94		
INGRAM BOOK GROUP	9/20/2024	\$52.91	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	9/20/2024	\$15.74	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	9/20/2024	\$28.48	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	9/26/2024	\$683.87	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	9/26/2024	\$80.14	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
		\$861.14		
KARSON JONES & COURTNEY HOOSER	9/26/2024	\$100.00	ESEF - Marriage of Child	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
KEITH JUDDS PRO-SERVICE, INC	9/26/2024	\$35.00	Emissions	1060250 - EQUIPMENT MAINTENANCE
LANDMARK EXCAVATING, INC.	9/20/2024	\$260,946.00	Main Street Water line replacement	5140750 - CAPITAL PROJECTS
LANDMARK EXCAVATING, INC.	9/20/2024	\$602,409.93	Main Street Widening - Landmark progress payment	4540306 - MAIN STREET WIDENING
		\$863,355.93		
LES OLSON COMPANY	9/26/2024	\$622.11	Copy Machine - Maintenance & Usage	4340300 - COPIER CONTRACT

MACEYS - SANTAQUIN	9/26/2024	\$83.10	Supplies for Court Breakroom	1042240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$8.79	Employee Family BBQ - Food	1043483 - EMPLOYEE ENGAGEMENT
MACEYS - SANTAQUIN	9/26/2024	\$32.04	Lunch for crew	1060240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$32.05	Lunch for crew	5140240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$32.05	Lunch for crew	5240240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$32.05	Lunch for crew	5440240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$75.04	Water for crew	5140240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$75.04	Water for crew	5240240 - SUPPLIES
MACEYS - SANTAQUIN	9/26/2024	\$75.04	Water for crew	5440240 - SUPPLIES
		\$445.20		
MAX & KAT LLC	9/26/2024	\$579.00	cheer uniforms	6840812 - CHEER
MEMMOTT, CHEYENNE & TANNER	9/26/2024	\$50.00	ESEF - Birth of Baby	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
MOTOROLA SOLUTIONS, INC	9/20/2024	\$904.50	EMS Pagers	7657242 - EMS - SUPPLIES
MOTOROLA SOLUTIONS, INC	9/20/2024	\$2,758.50	Fire Pagers	7657240 - FIRE - SUPPLIES
		\$3,663.00		
MOUNTAIN ALARM	9/26/2024	\$213.40	Alarm monitoring	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAIN WEST AGRICULTURE	9/20/2024	\$1,200.00	Fertilizer	1077300 - CEMETERY GROUNDS MAINTENANCE
MOUNTAIN WEST AGRICULTURE	9/20/2024	\$3,076.80	Fertilizer	1070300 - PARKS GROUNDS SUPPLIES
MOUNTAIN WEST AGRICULTURE	9/26/2024	\$862.60	Sterilant for debris basins	1060240 - SUPPLIES
		\$5,139.40		
MOUNTAINLAND SUPPLY	9/20/2024	\$86.49	Grade Rings	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/20/2024	\$36.62	Paint for staking	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/20/2024	\$36.62	Paint for staking	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	-\$192.81	Return	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	-\$11,863.19	Yolk return	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	\$201.14	Valve parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	\$63.62	Inserts for poly	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	\$476.38	Ring and lid for Harvest View	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	9/26/2024	\$4,050.44	Meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	9/26/2024	\$4,050.44	Meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	9/26/2024	\$4,050.44	Meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	9/26/2024	\$690.00	Siren box repair for Police Vehicle	1054250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	9/26/2024	\$26.39	Chemical skid parts	5240550 - WRF - EQUIPMENT MAINTENANCE
		\$1,712.58		
NICHOLAS & COMPANY	9/26/2024	\$1,046.47	Senior Food products	7540480 - FOOD
OVESON, MARISSA	9/26/2024	\$117.37	Senior Food	7540480 - FOOD
PAYSON CITY SOLID WASTE	9/20/2024	\$7,459.64	Tipping fees for WRF	5240530 - WRF - SOLID WASTE DISPOSAL
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	9/20/2024	\$5.17	Main Street Project - Public Relations	4540306 - MAIN STREET WIDENING
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	9/20/2024	\$40.05	Annual Santaquin Calendar Work	1041615 - SANTAQUIN CALENDAR
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	9/20/2024	\$1,006.79	Website & Social Media Management	4340113 - WEBSITE CONTENT MGT - PEN&WEB
		\$1,052.01		
POLYDYNE INC.	9/26/2024	\$4,356.43	Polymer	5240510 - WRF - CHEMICAL SUPPLIES
PR DIAMOND PRODUCTS, INC	9/26/2024	\$202.25	Blades for saw	1060240 - SUPPLIES
PR DIAMOND PRODUCTS, INC	9/26/2024	\$202.25	Blades for saw	5140240 - SUPPLIES
PR DIAMOND PRODUCTS, INC	9/26/2024	\$202.25	Blades for saw	5240240 - SUPPLIES
PR DIAMOND PRODUCTS, INC	9/26/2024	\$202.25	Blades for saw	5440240 - SUPPLIES
		\$809.00		
PRECISION CONCRETE CUTTING	9/20/2024	\$14,604.08	Sidewalk repair	1060495 - SIDEWALK REPAIR & REPLACE
PRINCIPAL LIFE INSURANCE COMPANY	9/26/2024	\$118.94	Dental & Vision Premium - Oct 2024 - COBRA- Hooser	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM

PRINCIPAL LIFE INSURANCE COMPANY	9/26/2024	\$682.43	Vision Premiums - Oct 2024	1022508 - VISION
PRINCIPAL LIFE INSURANCE COMPANY	9/26/2024	\$5,898.47	Dental Premiums - Oct 2024	1022501 - DENTAL
		\$6,699.84		
PURCELL TIRE & SERVICE CENTER	9/20/2024	\$271.56	Tires for 10 Wheeler	1060250 - EQUIPMENT MAINTENANCE
PURCELL TIRE & SERVICE CENTER	9/20/2024	\$271.56	Tires for 10 Wheeler	5140250 - EQUIPMENT MAINTENANCE
PURCELL TIRE & SERVICE CENTER	9/20/2024	\$271.56	Tires for 10 Wheeler	5240250 - EQUIPMENT MAINTENANCE
PURCELL TIRE & SERVICE CENTER	9/20/2024	\$271.56	Tires for 10 Wheeler	5440250 - EQUIPMENT MAINTENANCE
		\$1,086.24		
QUICKSCORES LLC	9/26/2024	\$210.00	youth sports scheduling software	6140665 - YOUTH SPORTS
REVCO	9/20/2024	\$597.51	Copy Machine Lease Contract - City Hall	4340300 - COPIER CONTRACT
RHINO PUMPS	9/20/2024	\$1,563.96	Pump Inspection	5240550 - WRF - EQUIPMENT MAINTENANCE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	-\$1,913.75	Customer Deposit for MS Licensing Annual - Credit for Pre-payment	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$5.85	Azure Active Directory Premium - Recurring	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$8.05	Micosoft Business App	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$22.40	Microsoft Office 365 E3 - Recurring	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$24.00	(2) Microsoft 365 Business Standard @ 12.00	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$110.00	Splashtop Remote Premium (11 users @10.00)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$144.00	Maintenance & Mgmt of Access Control System - Rec Building (36 users @ \$4.00)	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$147.00	Management of User Security Accounts (\$1 @ \$1.75)	1043230 - EDUCATION, TRAINING & TRAVEL
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$208.50	Back up of email accounts (139 @ 1.50)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$219.45	Microsoft Exchange Online (57 users @3.85)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$220.00	Estimate #3754 - Jenna Worthen - Lenovo Dock	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$270.00	Estimate 3770 - Mike Wall - (2) 27 Monitors*	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$327.95	MS Licensing Annual (Prorated for 1 additional license)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$368.50	Remote Management & Monitoring Per Computer (134 users @ 2.75)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$556.50	Hours over contracted hours (7.42 @ \$75)	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$621.70	Estimate 3785 - John Bradley - Acer Chrombook	6740310 - PROFESSIONAL & TECHNICAL
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$1,634.00	Microsoft Exchange & 365 Business (76 users @ 21.50)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$2,700.00	Estimate #3771 - Norm Beagley - 2024 Desktop Rotation (4) aki MS120 8 port POE Switch - Sec. Cameras	4340200 - DESKTOP ROTATION EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$2,850.00	Monthly Service Contract	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$3,625.20	Cloud Backup (20,140 GB @ .18)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	9/20/2024	\$11,200.00	Estimate #3771 - Norm Beagley - 2024 Laptop Rotation (5 Surface/Pro & 2 Lenovo)	4340210 - LAPTOP ROTATION EXPENSE
		\$23,349.35		
ROCKY MOUNTAIN POWER	9/20/2024	\$17.11	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$30.67	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/20/2024	\$3,210.67	1100 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$5.16	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/20/2024	\$20.56	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/20/2024	\$42.47	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/20/2024	\$61.56	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/20/2024	\$20.24	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$18.34	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$450.57	1213 N CENTER ST - PUBLIC WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$917.04	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	9/20/2024	\$13,905.32	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	9/26/2024	\$18.04	1852 S Marigold Way	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$25.49	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$27.71	150 S 900 E	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$29.63	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$32.59	1230 S Bluff St.	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$54.36	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	9/26/2024	\$159.82	759 Badger Way	1060270 - UTILITIES - STREET LIGHTS
		\$19,047.35		
RON GORDON TIRE PROS	9/20/2024	\$904.00	Tires for 2015 f-150	1070250 - EQUIPMENT MAINTENANCE
SAM'S CLUB	9/23/2024	\$7.96	EMPLOYEE/FAMILY DINNER	1043483 - EMPLOYEE ENGAGEMENT
SAM'S CLUB	9/23/2024	\$32.97	EMPLOYEE/FAMILY BBQ	1043483 - EMPLOYEE ENGAGEMENT

SAM'S CLUB	9/23/2024	\$63.46	BREAK ROOM SUPPLIES	1043240 - SUPPLIES
SAM'S CLUB	9/23/2024	\$194.68	CONCESSIONS	6140484 - SNACK SHACK FOOD
SAM'S CLUB	9/23/2024	\$365.96	CONCESSIONS	6140484 - SNACK SHACK FOOD
SAM'S CLUB	9/23/2024	\$565.55	SENIORS LUNCH	7540480 - FOOD
		\$1,230.58		
SANTAQUIN CITY UTILITIES	9/27/2024	\$145.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	9/27/2024	\$865.00	Utilities	1022350 - UTILITIES PAYABLE
		\$1,010.00		
SANTAQUIN MARKET ACE	9/23/2024	\$33.28	Samples	5240520 - WRF - SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$10.78	Wire Connectors	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$26.97	Edger blades	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$16.15	Wax rings for hazmat on rigs	7657240 - FIRE - SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$6.46	Parks	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$22.49	Tools (tape measure)	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$45.82	Cleaning supplies	1051240 - SUPPLIES
SANTAQUIN MARKET ACE	9/23/2024	\$20.87	KNOXBOX Hardware	7657240 - FIRE - SUPPLIES
		\$182.82		
SAUL HERRERA DBA SAUL'S HOME REPAIR	9/20/2024	\$800.00	Water Filtration Ice Machine	4140707 - PUBLIC SAFETY BUILDING REMODEL
SELECTHEALTH, INC	9/26/2024	\$38.00	HSA Admin Fees	1043310 - PROFESSIONAL & TECHNICAL
SELECTHEALTH, INC	9/26/2024	\$889.00	Health Insurance Premium - Oct 2024 - Hooser	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM
SELECTHEALTH, INC	9/26/2024	\$69,984.00	Health Insurance Premiums - Oct 2024	1022500 - HEALTH INSURANCE
		\$70,911.00		
SILVA, LORI	9/26/2024	\$33.50	Mileage Per Diem - Court District Training	1042230 - EDUCATION, TRAINING & TRAVEL
SKAGGS PUBLIC SAFETY UNIFORM	9/26/2024	\$1,133.46	Clark Armor Vest and Carrier	1054740 - CAPITAL-VEHICLES & EQUIPMENT
SKAGGS PUBLIC SAFETY UNIFORM	9/26/2024	\$272.30	Worwood Uniforms	1054240 - SUPPLIES
		\$1,405.76		
SKM INC	9/20/2024	\$155.00	WRF SCADA maintenance	5240310 - PROFESSIONAL & TECHNICAL SVCS
SKM INC	9/20/2024	\$2,225.99	PI SCADA maintenance	5440310 - PROFESSIONAL & TECHNICAL SVCS
		\$2,380.99		
SPRINKLER SUPPLY	9/20/2024	\$779.70	Sprinkler heads	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	9/20/2024	\$132.72	Tools	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	9/20/2024	\$30.34	Irrigation parts	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	9/20/2024	\$527.75	Irrigation parts	1070300 - PARKS GROUNDS SUPPLIES
		\$1,470.51		
STAKER PARSON COMPANIES	9/20/2024	\$228.14	Streets	1060240 - SUPPLIES
STAKER PARSON COMPANIES	9/26/2024	\$990.03	Top dressing for Harvest View	1070300 - PARKS GROUNDS SUPPLIES
STAKER PARSON COMPANIES	9/26/2024	\$351.26	Road base for pavilion	5740733 - PROSPECTOR VIEW PARK
STAKER PARSON COMPANIES	9/26/2024	\$341.16	Road base for pavilion	5740733 - PROSPECTOR VIEW PARK
STAKER PARSON COMPANIES	9/26/2024	\$1,007.68	Top dressing for Harvest View	1070300 - PARKS GROUNDS SUPPLIES
STAKER PARSON COMPANIES	9/26/2024	\$477.04	Road base for pavilion	5740733 - PROSPECTOR VIEW PARK
		\$3,395.31		
STAPLES	9/20/2024	\$17.55	Employee Record Files	1043240 - SUPPLIES
STAPLES	9/20/2024	\$15.16	Packaging Tape Dispenser	5140240 - SUPPLIES
STAPLES	9/20/2024	\$38.31	Case of Copy Paper	6740240 - SUPPLIES
STAPLES	9/26/2024	\$3.32	Post it Notes	6140335 - MISC SUPPLIES
STAPLES	9/26/2024	\$10.35	Pilot Pens	1078240 - SUPPLIES
STAPLES	9/26/2024	\$28.71	Colored Paper	1043240 - SUPPLIES
STAPLES	9/26/2024	\$11.72	Office Supplies	1043240 - SUPPLIES
STAPLES	9/26/2024	\$114.93	3 cases of copy paper	1043240 - SUPPLIES
STAPLES	9/26/2024	\$11.18	White Card Stock	1054240 - SUPPLIES
STAPLES	9/26/2024	\$38.31	Case of Copy Paper	1054240 - SUPPLIES
		\$289.54		
TELEFLEX	9/26/2024	\$1,115.50	EMS Supplies IO Needles	7657242 - EMS - SUPPLIES

THATCHER COMPANY	9/20/2024	\$5,912.30	T-Chlor and Citric acid	5240510 - WRF - CHEMICAL SUPPLIES
THATCHER COMPANY	9/20/2024	-\$2,800.00	Bottle return	5140240 - SUPPLIES
		\$3,112.30		
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$60.00	August 2024 Car Washes for Building Inspection Vehicles	1068250 - EQUIPMENT MAINT
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$150.00	August 2024 Car Wash	1054250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$15.60	Car wash	1060250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$15.60	Car wash	5140250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$15.60	Car wash	5240250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	9/20/2024	\$15.60	Car wash	5440250 - EQUIPMENT MAINTENANCE
		\$272.40		
TRILOGY MEDWASTE WEST LLC	9/20/2024	\$96.50	Medical Waste Disposal	7657242 - EMS - SUPPLIES
TURF EQUIPMENT & AGRONOMICS, LLC	9/26/2024	\$33.98	Mower Maintenance	1070250 - EQUIPMENT MAINTENANCE
TYLER, MINDI	9/26/2024	\$33.50	Mileage Per Diem - District Training	1042230 - EDUCATION, TRAINING & TRAVEL
UTAH CHIEF'S OF POLICE ASSOCIATION	9/26/2024	\$346.88	UCOPA Membership 2024-2025	1054210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
UTAH COUNTY LODGE #31	9/27/2024	\$230.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH LOCAL GOVERNMENT TRUST	9/20/2024	\$1,517.50	Bonds Invoice - Required by St of Utah for Bonding	1043510 - INSURANCE AND BONDS
UTAH LOCAL GOVERNMENT TRUST	9/20/2024	\$300.73	Annual General Liability Insurance Premium	1043510 - INSURANCE AND BONDS
UTAH LOCAL GOVERNMENT TRUST	9/20/2024	\$4,475.18	ULGT Workers Compensation Premium Invoice for September 2024	1022250 - WORKMENS COMPENSATION PAYABLE
		\$6,293.41		
UTAH STATE RETIREMENT	9/20/2024	-\$2.45	URS Adj - Jen Wagner - PP ending 7/27/2024	7240130 - EMPLOYEE BENEFITS
UTAH STATE RETIREMENT	9/20/2024	-\$0.88	URS Adj - Karsen Steele - PP ending 7/27/2024	1070130 - EMPLOYEE BENEFITS
UTAH STATE RETIREMENT	9/20/2024	\$717.77	URS Adj - Ryan Lind - PP ending 7/27/2024	7657130 - EMPLOYEE BENEFITS
UTAH STATE RETIREMENT	9/20/2024	\$6.58	URS Adjustment - Aspen Stevenson - PP ending 8/10/24	1078130 - EMPLOYEE BENEFITS
UTAH STATE RETIREMENT	9/20/2024	\$11.48	URS Adjustment - Erika Nielsen - PP ending 8/10/24	1070130 - EMPLOYEE BENEFITS
UTAH STATE RETIREMENT	9/25/2024	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$91.64	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	9/25/2024	\$222.31	Post Retirement (After 7/2010)	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$799.50	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$1,448.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$1,599.98	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$4,840.59	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	9/25/2024	\$28,086.29	State Retirement	1022300 - RETIREMENT PAYABLE
		\$37,825.81		
WASATCH LAMINATE INC.	9/20/2024	\$7,537.50	Dorm Furniture	4140707 - PUBLIC SAFETY BUILDING REMODEL
WAXIE SANITARY SUPPLY	9/20/2024	\$94.41	Floor cleaner parts	1051300 - BUILDINGS & GROUND MAINTENANCE
WHEELER CAT - WHEELER MACHINERY CO	9/26/2024	\$542.00	Compaction wheel rental for pavilion	5740733 - PROSPECTOR VIEW PARK
WORKING FIRE FURNITURE & MATTRESS CO. INC. DBA FIRESTATIONFURNITURE.COM	9/26/2024	\$5,090.68	Day Room Furniture	4140707 - PUBLIC SAFETY BUILDING REMODEL
ZENON ENVIROMENTAL CORPORATION (VEOLIA)	9/26/2024	\$112,961.00	Veolia contract	5240730 - CAPITAL PROJECTS
ZFNB - UTAH CORPORATE TRUST	9/20/2024	\$2,500.00	Trustee Admin Fee - 2021 Wtr Rev & Ref Bond	5440825 - DEBT SERVICE - TRUSTEE FEES
TOTAL:		\$1,323,116.38		

**EMPLOYEE
OF THE
MONTH**

JOYCE LAMB



OCTOBER 2024

EXCELLENCE



MEMO



To: Mayor Olson and City Council

From: Aspen Stevenson, Planner

Date: October 1, 2024

Re: **Deferral Agreement for 390 N. 200 E. Subdivision**

Peak to Peak Real Estate, LLC is seeking approval for the 390 N. 200 E. Subdivision located at approximately 390 N. 200 E. Santaquin City Code requires all street improvements (i.e., curb, gutter, sidewalk, landscaping, etc.) to be installed. The proposed subdivision is in the core area of town and there are currently no street improvements located in the area.

A deferral agreement may be approved by the City Council, which allows the improvements to be installed by the property owner at a future date when the city has determined how the infrastructure improvements should be completed in the area.

The developer is requesting the deferral agreement. Before the Planning Commission can review the subdivision, direction from the City Council regarding infrastructure improvements is needed.

Staff Recommendation: It is recommended that the City Council approve the deferral agreement for the 390 N. 200 E. Subdivision.

Recommended Motion: “Motion to approve Resolution 10-01-2024, a resolution approving an infrastructure deferral agreement with Peak to Peak Real Estate, LLC for 390 N. 200 E. Subdivision located at 390 N. 200 E.



RESOLUTION 10-01-2024

A RESOLUTION APPROVING AN INFRASTRUCTURE DEFERRAL AGREEMENT WITH PEAK TO PEAK REAL ESTATE, LLC FOR THE 390 N. 200 E. SUBDIVISION

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent the Infrastructure Deferral Agreement for the 390 N. 200 E. Subdivision in Santaquin, Utah 84655.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 1st day of October 2024.

City of Santaquin,

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the ____ day of _____, 20____, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter “City” and, Peak to Peak Real Estate LLC, hereinafter referred to as “Property Owners,” the City and Property Owners may hereinafter be referred to individually as a “Party” or together as “Parties” to this Agreement.

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City has adopted certain land use ordinances, which govern the uses of real property and the construction of building and infrastructure improvements on real property within the municipal boundaries; and

WHEREAS, Property Owners own certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the “Property”), and has submitted an application to subdivide the Property into 2 lots for single family homes on the Property (the “Application”); and

WHEREAS, City land use ordinances require the completion of infrastructure improvements along City streets and connection to City infrastructure in connection with the approval of any subdivision within the City; and

WHEREAS, Property Owners have requested that their obligation to complete certain infrastructure improvements be deferred pursuant to Santaquin City Ordinance No. 09-01-2015, which provides for deferral of the obligation to complete certain infrastructure improvements prior to final inspection or a certificate of occupancy, on lots or parcels meeting the criteria established in said ordinance; and

WHEREAS, the Parties agree that the property proposed for subdivision by Property Owners meets the criteria set forth in Ordinance No. 09-01-2015; and

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such Agreement.

NOW, THEREFORE, in consideration of mutual covenants, agreements and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. City shall review the Application in a timely manner and, upon the City’s determination that the Application meets all of the requirements for a subdivision and that all appropriate fees have been paid, shall approve the Application and record the related subdivision plat, which was submitted with the Application, a copy of which is attached hereto as Exhibit B, (the “Plat”), in final form after review and approval.

2. Upon recordation of the Plat, the City shall grant Property Owners’ request for a deferral of the obligation to complete the following infrastructure improvements associated with the 390 N 200 E Subdivision (the “Deferred Improvements”):

- a. Curb and Gutter along 400 N & 200 E;
- b. Sidewalk along 400 N & 200 E;

- c. ADA Ramp at the corner of 400 N & 200 E;
- d. Extension of road base and asphalt paving between the curb and gutter and the existing paved surface of 400 N & 200 E; and
- e. Landscaping within the public right-of-way along 400 N & 200 E.
- f. Required storm drainage infrastructure, such as detention basins, infiltration basins, inlets, piping, manholes, etc.

3. City shall defer Property Owners' requirement to post an infrastructure performance guarantee bond for the completion of the Deferred Improvements until such time as notice is sent to Property Owners demanding installation and/or completion of any or all improvements; or, to reimburse the City for City's installation and/or completion of the improvements at such time as City, through written notice to Property Owner, demands reimbursement.

4. Within ten years of the recordation of this agreement, the City shall adopt a plan for the construction of infrastructure improvements adjacent to the Property and shall notify Property Owners, in accordance with paragraph 18, to commence construction of the Deferred Improvements as provided in the City's adopted improvement plans.

5. Property Owners agree and commit to the following terms and conditions regarding the construction of the Deferred Improvements:

a. Property Owners shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 4 above and shall complete the Deferred Improvements within 90 days of said notice.

b. Deferred Improvements shall be constructed in accordance with the Santaquin City Development Standards in place at the time of construction of the improvements.

c. Property Owners shall assure that all Deferred Improvements are inspected and approved by the City in accordance with the City's requirements.

d. All costs and expenses associated with the Deferred Improvements shall be borne solely by Property Owners.

6. City may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by City.

7. Property Owners shall not be relieved of the obligation to install the improvements until such installation has been performed to the satisfaction of City.

8. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraphs 1 and 4 above, an applicant applies to City for approval to develop the property adjacent to the property described above, City may require the Deferred Improvements to be installed at the same time as the improvements on the adjacent property.

9. If Property Owners sell or lease the Property or any property adjacent thereto and the buyer or lessee applies to City for approval to develop all or any portion of said property, the City may require the Deferred Improvements to be installed at the same time as the improvements on said adjacent properties.

10. Notwithstanding the provisions of this Agreement, the Parties expressly agree that City may at any time, at its option, install and/or complete the Deferred Improvements. Should City exercise such option, Property Owners shall reimburse the City, within 30 days of an invoice from the City, for all costs resulting from said installation and/or completion.

11. Should Property Owners fail to install and complete the improvements as required by City pursuant to the terms of this Agreement or reimburse City as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Property Owners recognize and agree that City may recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the Property described above, and shall not contest the same.

12. If an improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, Property Owners expressly agree not to oppose the forming of the improvement district or any of the costs thereof. Property Owners expressly acknowledge that their obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but which are not or will not be installed as part of the improvement district, shall not be affected by the installation of said improvements by the improvement district.

13. Property Owners shall have the right to satisfy their responsibilities under the Agreement for guarantee of the Deferred Improvements by delivering to the City a bond that will assure the completion of and payment for all Deferred Improvements, which bond shall be in an amount equal to no less than 125% of the City Engineer's estimated cost of said Deferred Improvements, and which shall be held and released by the City in accordance with development guarantee ordinances adopted by the City.

14. Property Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Property Owners from their obligations to comply with all applicable requirements of the City necessary for any use of the Property including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Furthermore, this Agreement does not imply or guarantee that the City will approve a building permit on or development of the Property, except where provided by law.

15. Any and all of the obligations of Property Owners as outlined in this Agreement shall run with the Property described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors- in-interest, assigns, transferees, and any subsequent purchaser of the Property or any portion thereof resulting from a subdivision of the same.

16. This Agreement has been reviewed and revised by legal counsel for Property Owners and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

17. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

18. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly

addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

Santaquin City
c/o Daniel M. Olson, Mayor
110 South Center Street
Santaquin, UT 84655

Copy to:

Brett B. Rich, Esq.
Nielsen & Senior
1145 South 800 East, Suite 110
Orem, Utah 84097

If to Property Owners to:

Peak to Peak Real Estate LLC
1368 Foothill Drive
Santaquin, UT 84665

If to subsequent owner(s) of the Property or any portion thereof, the City shall provide notice to the owners of record and to the mailing address of record for such owners, which is deemed sufficient by the Parties hereto.

19. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of six (6) pages, including notary acknowledgment forms, and an additional two (2) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Legal description of the Property (containing 1 page)
Exhibit B	Concept Plan (containing 1 page)

20. This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, or for a period of 12 years from the execution hereof, whichever is later.

21. In the event City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from the other Party or Parties reasonable attorney's fees, court costs, and any other costs in connection with said action.

22. This Agreement contains the complete Agreement concerning the arrangement between the Parties with respect to the posting of an infrastructure performance guarantee, and shall supersede all other agreements between the Parties, written or oral. This Agreement does not waive other conditions of

approval for the subdivision.

23. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

24. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

25. This Agreement, performance hereunder and enforcement of the terms contained herein shall be construed in accordance with and pursuant to the laws of the State of Utah.

26. The failure of either City or Property Owners to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the terms and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

27. In the event that any person challenges this Agreement or any of the provisions herein, Property Owners agree to indemnify the City for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation of an itemized list of costs, expenses, and fees.

28. A Notice of Agreement shall be filed in the office of the Utah County Recorder by the City within 10 business days of the execution hereof.

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Property Owners to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of March 15, 2022.

CITY OF SANTAQUIN

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, Mayor 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

PEAK TO PEAK REAL ESTATE LLC

BY: Bailey White

NAME: Bailey White

TITLE: owner

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 24 day of September, 2024, personally appeared before me, Bailey White, as owner of Peak to Peak Real Estate LLC who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public Aspen Stevenson

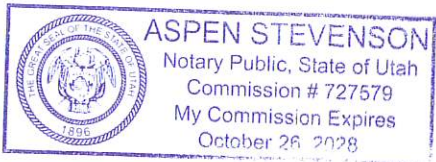


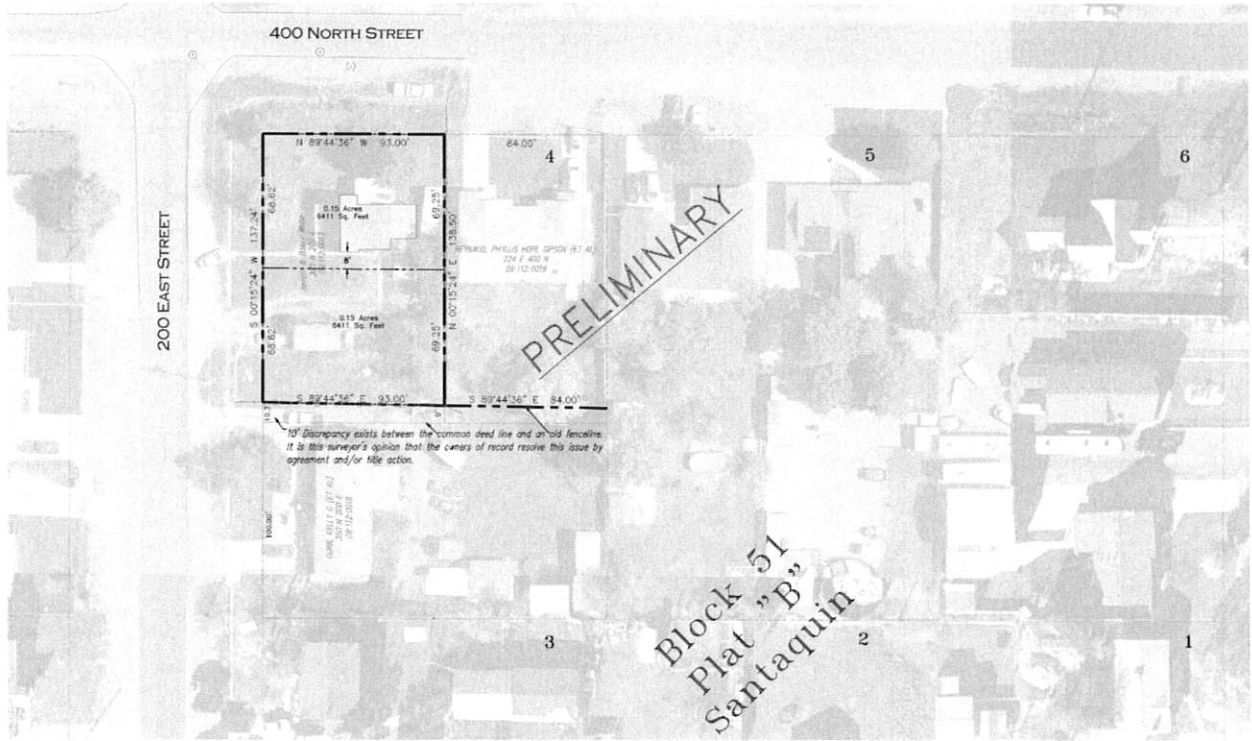
Exhibit A: Property Identifier



The Property is identified by Utah County Recorder Parcel Serial Numbers 09:112:0013 as depicted in the above figure.

Legal Description: COM N 100 FT FR SW COR LOT 4, BLK 51, PLAT B, SANTAQUIN TOWNSITE SURVEY; N 1475. FT; E 93 FT; S 147.5 FT; W 93 FT TO BEG. AREA .31 ACRE.

Exhibit B: Concept Plan



MEMO



To: Mayor Olson and City Council

From: Jason Bond, Assistant City Manager

Date: September 27, 2024

Re: **New Land Uses in the CLM Commercial Light Manufacturing Zone**

Mr. Jon Jensen is proposing a few new land uses to be defined and added to Santaquin City Code that will be part of a proposal on the property he owns that is currently in the CLM Commercial Light Manufacturing zone. Definitions for “Data Center”, “Onsite Power Generation”, and “Stand-Alone Solar Power Generation” have been drafted and it is proposed that these newly defined land uses be inserted into the land use table of the CLM Commercial Light Manufacturing zone as shown on the attached ordinance.

The Planning Commission reviewed the proposal code amendments at their meeting on September 10, 2024, and their recommendation is as follows:

Commissioner Hoffman made a motion to recommend approval of the ordinance amending Santaquin City Code to create new definitions for “Data Center”, “Onsite Power Generation”, and “Stand-Alone Solar Power Generation” and to insert these land use types in the CLM Commercial Light Manufacturing Zone. Commissioner Moak seconded the motion.

Commissioner Hoffman, Yes; Commissioner Moak, Yes; Commissioner Nixon, Yes; Commissioner Romero, Yes; Commissioner Tolman, Yes; Commissioner Weight, Yes; Commissioner Wood, Yes. The motion passed.

Recommended Motion: “Motion to approve Ordinance 10-01-2024.”

ORDINANCE NO. 10-01-2024

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO CREATE NEW DEFINITIONS FOR “DATA CENTER”, “ONSITE POWER GENERATION”, AND “STAND-ALONE SOLAR POWER GENERATION” AND TO INSERT THESE LAND USE TYPES IN THE CLM COMMERCIAL LIGHT MANUFACTURING ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the City Council desires to create economic development opportunities which can be beneficial to the community in numerous ways; and

WHEREAS, the City Council desires to amend Santaquin City Code Title 10 Chapter 08 Section 020 to define new land uses and to amend Santaquin City Code Title 10 Chapter 20 Section 240 to incorporate those land uses into the CLM Commercial Light Manufacturing zone; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on September 10, 2024, which hearing was preceded by the posting of public notice on the City’s website (www.santaquin.org), on the State of Utah’s Public Notice Website, and in at least three public places within the City limits of Santaquin City in accordance with Section 10-3-711 of the Utah State Code; and

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

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

Section I. Amendments

Title 10 Chapter 08, Section 020 is amended as follows: (underlined text is added, stricken text is deleted)

DATA CENTER: An establishment specifically intended to facilitate a group of networked computer servers typically used for the remote storage, processing, or distribution of data, and which may include transaction processing equipment, related infrastructure support equipment, and cooling equipment.

POWER GENERATION, ONSITE: A facility which produces electricity, heat, steam, or other similar energy sources, solely for use within the facility or its onsite corporate or general offices, storage or service buildings/yards, manufacturing facilities, or high-power broadcast radio antenna

that may be an integral part of the facility. Onsite power generation does not include supplementary solar panels that are wholly a part of a building on the site. See Stand-alone Solar Power Generation for solar panels which are not wholly a part of a building.

STAND-ALONE SOLAR POWER GENERATION: A solar powered electrical panel system, not wholly integrated into a building, that produces electrical power for immediate use or to charge banks of batteries.

Title 10 Chapter 20, Section 240 is amended as follows: (underlined text is added, stricken text is deleted)

Use	CLM
<u>Data Center</u>	<u>P</u>
<u>Power Generation, Onsite</u>	<u>P</u>
<u>Stand-Alone Solar Power Generation</u>	<u>N</u>

Section II. Severability

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

Section III. Contrary Provisions Repealed

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

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

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 2, 2024. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of October 2024.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of October 2024, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO CREATE NEW DEFINITIONS FOR DATA CENTER, ONSITE POWER GENERATION, AND STAND-ALONE SOLAR PANELS AND INSERTING THESE LAND USES IN THE CLM COMMERCIAL LIGHT MANUFACTURING ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of October 2024.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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

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

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2024,
by AMALIE R. OTTLEY.
My Commission Expires:

Notary Public

MEMO



To: Mayor Olson and City Council
From: Aspen Stevenson, Planner
Date: October 1, 2024
Re: **Rezone City-Owned Property to PF Zone**

It is proposed that the Planning Commission and City Council Consider amending the Santaquin City Zoning Map to change the zoning of City-owned property from the Residential (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) Zone and the Planned Community (PC) Zone to the Public Facility (PF) Zone.

The rezone proposal will consist of approximately 87.18 acres of City-owned properties comprising of the following parcel numbers: 32:018:0050, 32:018:0117, 32:017:0153, 32:018:0359, 32:040:0060, 39:326:0560, 34:455:0047, 32:015:0037, 32:016:0072, 32:018:0013, 32:018:0148, 32:018:0318, 32:040:0066 32:009:0046, 48:374:0001, 48:374:0002, 29:042:0044, and 48:374:0003. All the properties listed above are owned by Santaquin City and include open space, parks, pump stations, water tanks, etc.

The Planning Commission reviewed the proposal on September 24th, 2024, and provided the following recommendation:

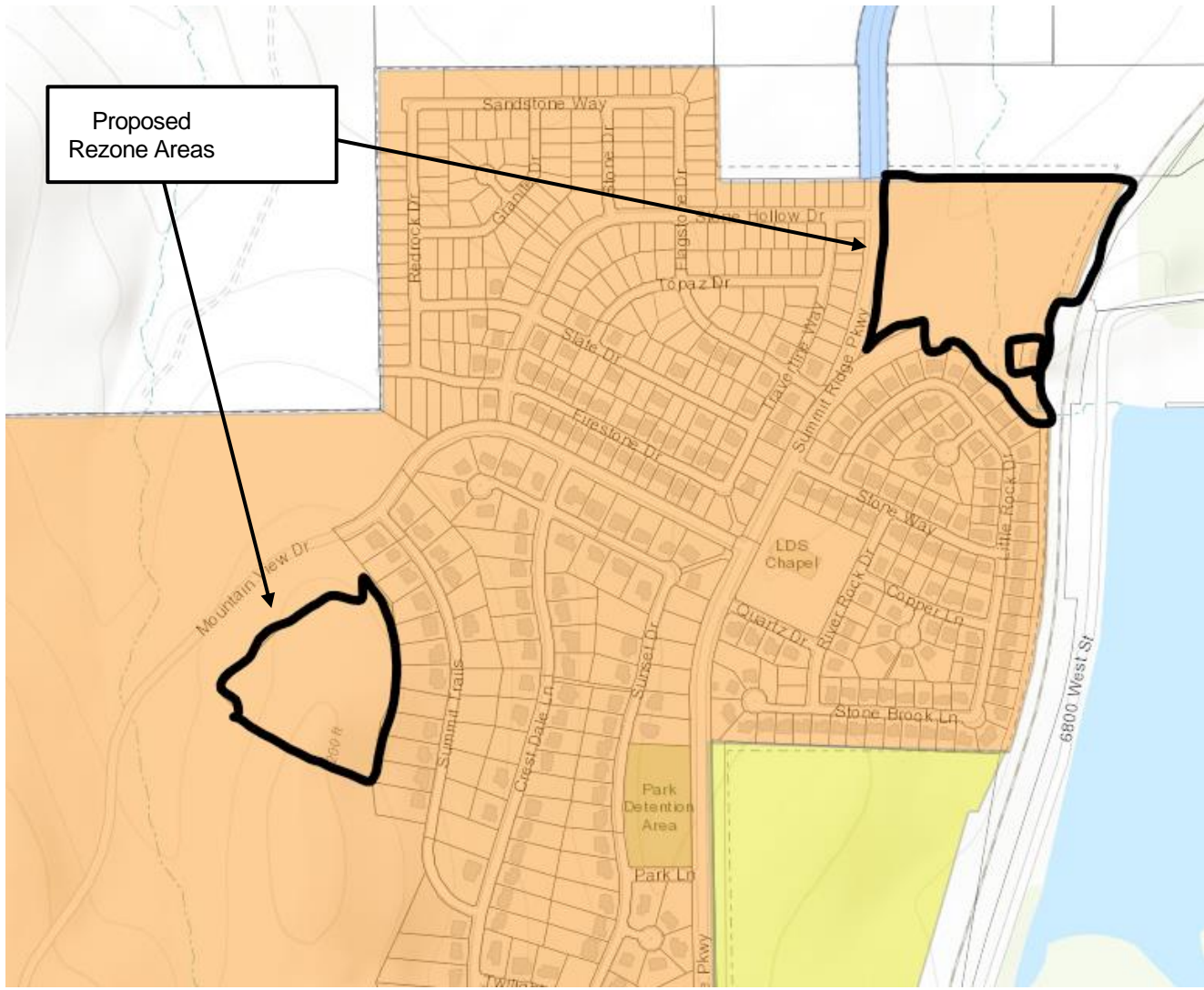
Commissioner Weight made a motion to forward a positive recommendation to the City Council that approximately 87.18 acres of City-owned property be rezoned from the Residential (R-10, R-10 PUD, R-12, R-12 PUD, R-15 PUD, R-20, R-43) Zone and the Planned Community (PC) Zone to the Public Facilities (PF) Zone. Commissioner Nixon seconded the motion.

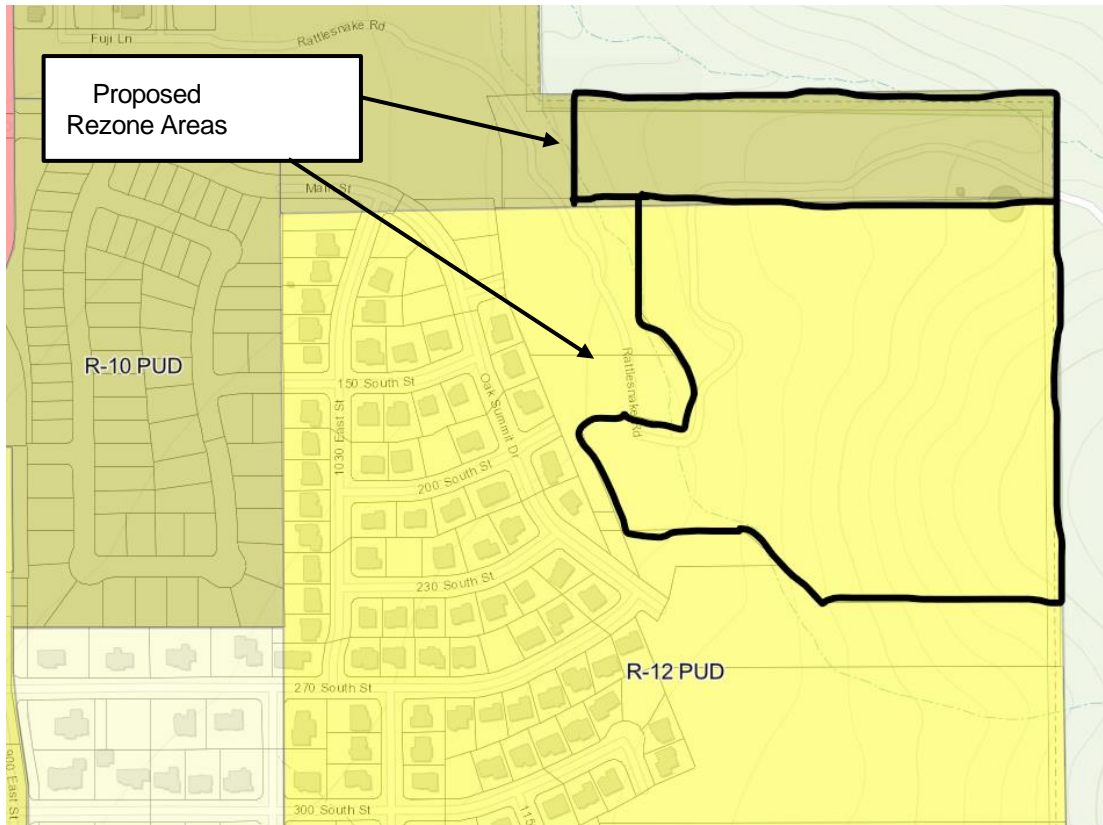
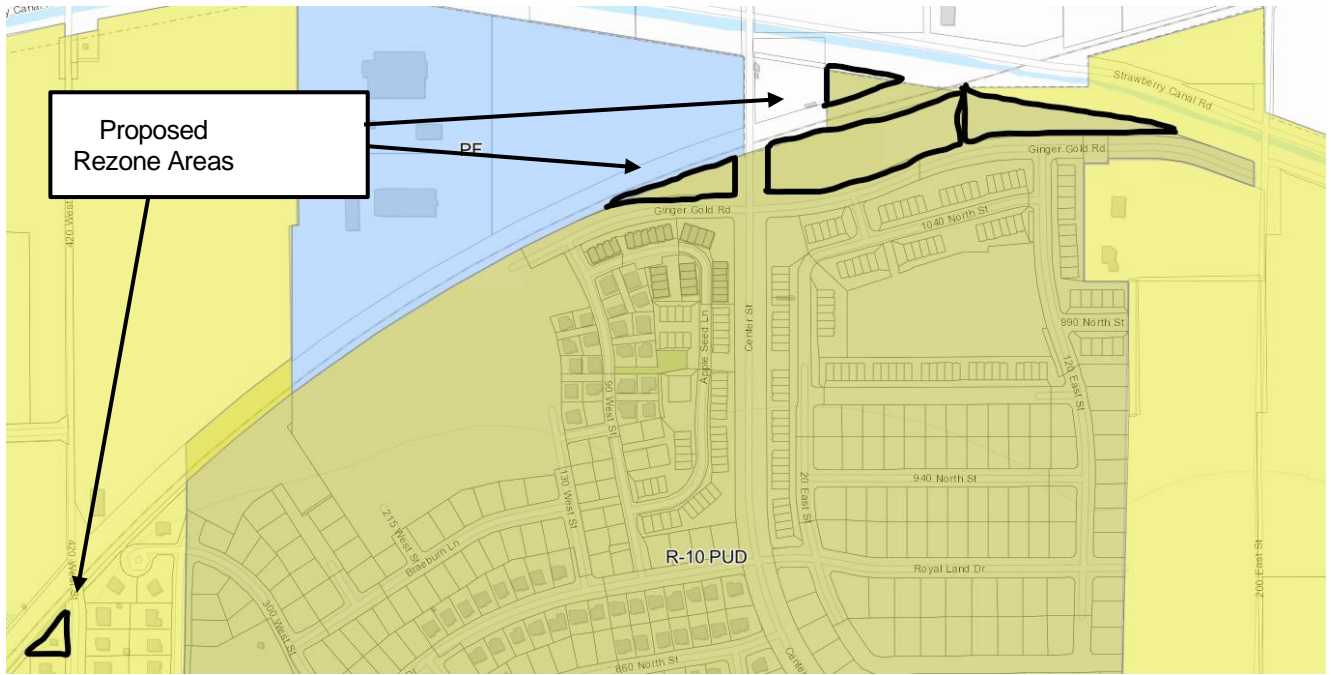
Commissioner Hoffman, Yes; Commissioner Moak, Yes; Commissioner Nixon, Yes;
Commissioner Romero, Absent; Commissioner Tolman, Yes; Commissioner Weight, Yes;
Commissioner Wood, Yes; The motion passed.

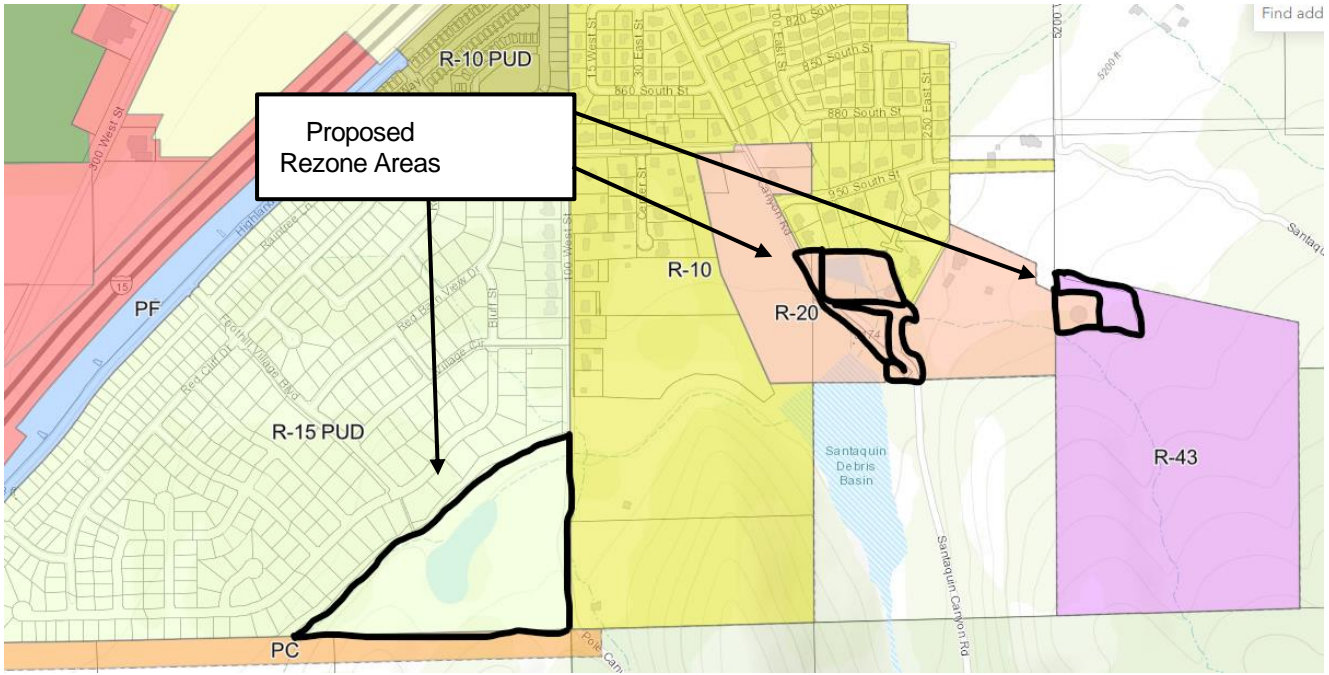
Recommended motion: “Motion to approve/deny Ordinance No. 10-02-2024, an ordinance amending the zoning map of Santaquin City, more specifically, approving the rezoning of approximately 87.18 acres of City-owned property from the Residential (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) Zone and the Planned Community (PC) Zone to the Public Facility (PF) Zone providing severability and an effective date for the ordinance.”

Attachments

1. Zoning and Location Map
2. Draft Ordinance







ORDINANCE NO. 10-02-2024

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 87.18 ACRES FROM THE RESIDENTIAL (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) ZONES AND THE PLANNED COMMUNITY (PC) ZONE TO THE PUBLIC FACILITIES (PF) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the Santaquin City Planning Commission held a public hearing during their September 24, 2024 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council regarding the proposed rezoning of property; and

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 87.18 acres from the Residential (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) Zones and the Planned Community (PC) Zone to the Planned Facilities (PF) Zone, which include the following parcel numbers: 32:018:0050, 32:018:0117, 32:017:0153, 32:018:0359, 32:040:0060, 39:326:0560, 34:455:0047, 32:015:0037, 32:016:0072, 32:018:0013, 32:018:0148, 32:018:0318, 32:040:0066 32:009:0046, 48:374:0001, 48:374:0002, 29:042:0044, and 48:374:0003.

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

Section I.

That the official zoning map of the City be amended such that approximately 87.18 acres be rezoned from the Residential (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) Zones and the Planned Community (PC) Zone to the Planned Facilities (PF) Zone as shown on the attached map labeled as Exhibit "A" and by this reference made part hereof.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 2, 2024. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of October 2024.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, Deputy City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of October 2024, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 87.18 ACRES FROM THE RESIDENTIAL (R-10, R-10 PUD, R-12 PUD, R-15 PUD, R-20, R-43) ZONE AND THE PLANNED COMMUNITY (PC) ZONE TO THE PUBLIC FACILITIES (PF) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of October 2024.

Amalie R. Ottley
City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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

I further certify that copies of the ordinance were posted online at www.santaquin.org, in three physical locations (Santaquin City Public Safety Building, 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.

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2024, by AMALIE R. OTTLEY.
My Commission Expires:

Notary Public

Residing at Utah County

MEMO



To: Mayor Olson and City Council

From: Ryan Harris, Senior Planner

Date: October 1, 2024

Re: **Updating the Plat Amendment and Parcel Boundary Adjustment Processes to Meet State Code Requirements**

It is proposed that the City Council consider amending language related to the plat amendment and parcel boundary adjustment process to meet State Code requirements. In the past several years, the State has passed several laws updating these processes.

The proposed code amendment will change the cities plat amendment and boundary adjustment process. Some of the significant changes are listed below.

- The proposed code amendment clarifies what the petition requires for a plat amendment and street vacation.
- The amendment clarifies the process for a lot line adjustment and a parcel boundary adjustment. A plat amendment or lot line adjustment is required to move a property line that is part of a lot (within a subdivision). A parcel boundary adjustment is required to move a property line not within a subdivision.

Additional changes have been made, but the ones above are the significant changes. The draft ordinance attached meets the State Code.

The Planning Commission reviewed the proposed code amendment on September 24, 2024, and made the following motion.

Commissioner Moak made a motion to recommend approval of the proposed code amendment, which amends the plat amendment, lot line adjustment, and parcel boundary adjustment process to meet state requirements. Commissioner Tolman seconded the motion.

Commissioner Hoffman, Yes; Commissioner Moak, Yes; Commissioner Nixon, Yes; Commissioner Romero, Absent; Commissioner Tolman, Yes; Commissioner Weight, Yes; Commissioner Wood, Yes; The motion passed.

Motion: “Motion to approve Ordinance No. 10-03-2024, an ordinance amending Santaquin City Code to update the requirements for plat amendments and property boundary adjustments to meet state code requirements, providing for codification, correction of scrivener’s errors, severability, and an effective date for the ordinance.”

ATTACHMENT:

1. Draft Ordinance

ORDINANCE NO. 10-03-2024

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE THE REQUIREMENTS FOR PLAT AMENDMENTS AND PROPERTY BOUNDARY ADJUSTMENTS TO MEET STATE CODE REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the City Council desires to amend Santaquin City Code Title 11 Chapter 20 Section 110 and 120 to update the requirements for plat amendments and property boundary adjustments to meet State Code requirements.

WHEREAS, the Santaquin City Planning Commission held a public hearing on September 24, 2024, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

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

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

Section I. Amendments

Title 11 Chapter 20 Section 110 is amended as follows: (underlined text is added, stricken text is deleted)

11.20.110 VACATING OR CHANGING A SUBDIVISION PLAT

A fee owner of land, as shown on the last County assessment roll, in a subdivision that has been laid out and platted as provided in this part may file a written petition to have some or all of the plat vacated or amended.

A. Petition Submittal Requirements: ~~Except as provided in SCC 11.20.130, a petition to vacate, alter, or amend an entire plat, portion of a plat, or a street or lot contained in a plat shall be accompanied by the following:~~ Any fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted, may file a written petition with the City to have some or all of the plat vacated or amended. Each petition to vacate or amend a plat shall include the following:

- ~~1. The name and address of all owners of record of the land contained in the entire plat;~~ The name and address of each owner of record of the land contained in the entire plat or on the portion of the plat described in the petition; and

2. ~~The name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended; and~~ The signature of each owner who consents to the petition.
 3. ~~The signature of each of these owners who consents to the petition.~~
- B. Considering And Resolving Petitions: The Planning Commission may consider and resolve any petition submitted under paragraph A in accordance with the following paragraphs:
1. The City shall provide notice of the petition by mail, email or other effective means to the owners within the plat and each affected entity that provides a service to an owner of the record of the portion of the plat that is being vacated or amended at least ten (10) calendar days before the ~~City Council~~ Planning Commission may approve the vacation or amendment of the plat.
 2. The Planning Commission shall hold a public hearing within forty-five (45) days after the day on which the petition is filed if:
 - a. Any owner within the plat notifies the ~~Municipality~~ City of the owner's objection in writing within ten (10) days of mailed notification; or
 - b. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.
 3. The public hearing requirement does not apply, and the Planning Commission may consider at a public meeting an owner's petition to vacate or amend a subdivision plat if the petition seeks only to:
 - a. Join two (2) or more of the petitioning fee owner's contiguous lots;
 - b. ~~Subdivide one (1) or more of the petitioning fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition.~~ Adjust the lot lines of adjoining lots or between a lot and an adjoining parcel if the fee owners of each of the adjoining properties join in the petition, regardless of whether the properties are located in the same subdivision.
 - c. On a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the City; or
 - d. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
 - (1) Owned by the petitioner; or
 - (2) Designed as a common area;
- C. Petition To Vacate, Or Alter A Street Or Alley: If a petition is submitted containing a request to vacate or alter any portion of a street or alley within a subdivision the following shall apply:
1. Petition Requirements: A petition to vacate some or all of a public street or municipal utility easement shall include:
 - a. The name and address of each owner of record of land that is:
 - (1) Adjacent to the public street or municipal utility easement between the two nearest public street intersections; or
 - (2) Accessed exclusively by or within 300 feet of the public street or municipal utility easement.
 - b. Proof of written notice to operators of utilities located within the bounds of the public street or municipal utility easement to be vacated.
 - c. The signature of each owner listed on the petition who consents to the vacation.
 - ~~1.2.~~ The Planning Commission shall review the request and make a recommendation to the City Council.

- ~~2.3.~~ The City Council shall hold a public hearing, after providing notice to property owners within three hundred feet (300') of the area being petitioned for vacation or alteration, and to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated. After the public hearing, the City Council may adopt an ordinance granting a petition to vacate some or all of a public street, right-of-way, or easement if it finds that good cause exists for the vacation or alteration and neither the public interest nor any person will be materially injured by the vacation. If the City Council vacates or alters any portion of a street or alley, the City Recorder shall ensure that the plat, and a legal description of the public street to be vacated are recorded in the Office of the Recorder of the County in which the land is located.
- ~~3.4.~~ The action of the City Council vacating or narrowing a street or alley that has been dedicated to public use shall operate to the extent to which it is vacated or narrowed, upon the effective date of the vacating plat, as a revocation of the acceptance thereof, and the relinquishment of the City's fee therein, but the right-of-way and easements therein, if any, of any lot owner and the franchise rights of any public utility may not be impaired thereby.

Title 11 Chapter 20 Section 120 is amended as follows: (underlined text is added, stricken text is deleted)

11.20.120 ~~BOUNDARY LINE~~ PROPERTY BOUNDARY ADJUSTMENTS

- A. ~~The owners of record of adjacent parcels that are described by either a metes and bounds description or a recorded plat may exchange title to portions of those parcels if properly executed and acknowledged as required under the provisions of Utah Code § 10-9a-523 and Utah Code § 10-9a-524. The Community Development Department shall review the proposed boundary line adjustment to assure compliance with the following:~~
- ~~1. No additional parcel results from the boundary line adjustment;~~
 - ~~2. The boundary line adjustment does not result in remnant land that did not previously exist;~~
 - ~~3. The adjustment does not result in violation of applicable zoning requirements;~~
 - ~~4. The proposed boundary does not materially affect any approved public utility easements, or an agreement with and between any and all affected utility agencies or entities is formed to maintain or realign the easement.~~
- B. ~~A boundary line agreement shall include:~~
- ~~1. A legal description of the agreed upon boundary line;~~
 - ~~2. The signature of each grantor;~~
 - ~~3. A sufficient acknowledgement for each grantor's signature; and~~
 - ~~4. The address of each grantee for assessment purposes;~~
- C. ~~An exchange of title by either quit claim deed or by boundary line adjustment under this section shall:~~
- ~~1. Be executed by each owner included in the exchange;~~
 - ~~2. Contain an acknowledgement for each party executing the notice in accordance with the provisions of Utah Code 57-2a, Recognition of Acknowledgements Act; and~~
 - ~~3. Recite the descriptions of both the original parcels and the parcels created by the exchange of title.~~
- D. ~~A document of conveyance shall be recorded in the Office of the County Recorder.~~

E. ~~A notice of approval recorded under this paragraph does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.~~

A. Lot Line Adjustment.

1. The owners of record of adjoining properties where one or more of the properties is a lot may exchange title to portions of those properties if the exchange of title is approved by the Zoning Administrator as a lot line adjustment.
2. The Zoning Administrator shall approve a lot line adjustment if the exchange of title will not result in a violation of any land use ordinance.
3. If a lot line adjustment is approved:
 - a. A notice of lot line adjustment approval shall be recorded in the office of the County Recorder which:
 - (1) Is approved by the Zoning Administrator; and
 - (2) Recites the legal descriptions of both the original properties and the properties resulting from the exchange of title.
 - b. A document of conveyance shall be recorded in the office of the County Recorder.
 - c. A notice of lot line approval does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.

B. Parcel Boundary Adjustment.

1. The owner of record of adjacent parcels that are described by a metes and bounds description may exchange title to portion of those parcels if properly executed and acknowledged as required under the provision of Utah Code § 10-9a-523 and Utah Code § 10-9a-524.

Section II. Severability

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

Section III. Contrary Provisions Repealed

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

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

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 2, 2024. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of October 2024.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of October 2024, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE THE REQUIREMENTS FOR PLAT AMENDMENTS AND PROPERTY BOUNDARY ADJUSTMENTS TO MEET STATE CODE REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of October 2024.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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

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

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2024,
by AMALIE R. OTTLEY.
My Commission Expires:

Notary Public

MEMO



To: Mayor Olson and City Council

From: Ryan Harris, Senior Planner

Date: October 1, 2024

RE: **Code Amendment Adopting Residential Rear Yard Setback Exceptions**

It is proposed that the City Council consider creating language related to residential rear yard setback exceptions to meet State Code requirements and House Bill (HB) 476, which passed earlier this year. The residential rear setback exceptions can be found in Utah State Code 10-9a-540.

Below are some of the proposed changes to the Santaquin City Code.

- An "Allowable Feature" is defined, and the definition is copied from the State Code.
- Landings and Walkout Porches are allowed to extend into the rear setback if the area of the landing or walkout porch that is within the rear setback is no more than 32 square feet and is used for ingress to and egress from the rear of the residential dwelling.
- Window wells are allowed within the rear setback.

The attached draft ordinance has the proposed language and meets the State Code and HB 476 requirements.

The Planning Commission reviewed the proposed code amendment on September 24, 2024, and made the following motion.

Commissioner Nixon made a motion to recommend approval of the proposed code amendment, which adopts residential rear yard exceptions. Commissioner Weight seconded the motion.

Commissioner Hoffman, Yes; Commissioner Moak, Yes; Commissioner Nixon, Yes; Commissioner Romero, Absent; Commissioner Tolman, Yes; Commissioner Weight, Yes; Commissioner Wood, Yes; The motion passed.

Motion: " Motion to approve Ordinance No. 10-04-2024, an ordinance amending Santaquin City Code to adopt residential rear setback exceptions to meet State Code requirements, providing for codification, correction of scrivener's errors, severability, and an effective date for the ordinance."

ORDINANCE NO. 10-04-2024

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO ADOPT RESIDENTIAL REAR SETBACK EXCEPTIONS TO MEET STATE CODE REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the City Council desires to adopt Santaquin City Code Title 10 Chapter 16 Section 135 to adopt residential rear setbacks exceptions to meet State Code requirements.

WHEREAS, the Santaquin City Planning Commission held a public hearing on September 24, 2024, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

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

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

Section I. Amendments

Title 10 Chapter 16 Section 135 is adopted as follows: (underlined text is added)

10.16.135 Residential Rear Yard Setback Exceptions

A. As used in this section, an Allowable Feature includes:

1. Landing: an uncovered, above-ground platform, with or without stairs, connected to the rear of a residential dwelling.
2. Walkout porch: an uncovered platform on the ground connected to the rear of a residential dwelling.
3. Window well: a recess in the ground around a residential dwelling to allow for ingress and egress through a window installed in a basement that is fully or partially below ground.

B. Allowable Features are allowed within the rear setback if:

1. The area of the landing or walkout porch that is within the rear setback is no more than 32 square feet in size; and
2. The landing or walkout porch is used for ingress to and egress from the rear of the residential dwelling; or
3. The Allowable Feature is a window well.

Section II. Severability

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

Section III. Contrary Provisions Repealed

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

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

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 2, 2024. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of October 2024.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of October 2024, entitled

“AN ORDINANCE ADOPTING SANTAQUIN CITY CODE TO ALIGN RESIDENTIAL REAR SETBACKS WITH STATE CODE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of October 2024.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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

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

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2024,
by AMALIE R. OTTLEY.
My Commission Expires:

Notary Public



MEMORANDUM

September 27, 2024

To: Santaquin City Mayor and City Council
From: Jon Lundell, P.E., City Engineer
RE: Consideration for WRF Phase III CM/GC services

Mayor and Council Members,

City staff has been coordinating with J-U-B Engineers in developing design plans for the phase III upgrades to the Santaquin Water Reclamation Facility (WRF). The design has reached a point that we are ready to bring a Construction Manager/General Contractor (CM/GC) on board to assist with the design and to provide input for the constructability, project value engineering, etc. of the proposed upgrades and to help develop an accurate budget for the construction for these upgrades to the WRF. The chosen CM/GC would then be responsible for the construction of the upgrades to the WRF.

The Council has previously approved procurement for the membrane package and these orders now are in process.

For your information, we received 6 proposals for CM/GC services for the WRF Phase III project. We received proposals from Alder Construction, COP Construction, Ellsworth/Paulsen, Gerber, MGC Construction, and VanCon, Inc.

For your review and consideration, I have included a table showing the scoring and the proposed costs summary from the selection committee.

As you can see from the evaluation, VanCon, Inc. scored the highest with the most relevant overall experience, proposed approach, etc. VanCon, Inc was ranked 3rd with their proposed costs for their CM/GC services, however there was only a \$60,300 difference between their proposed costs and the lowest proposed cost. Because our CM/GC process includes consideration of qualifications and previous projects constructed, we are not required to take the lowest cost proposal for this project.

The proposed cost to have Vancon, Inc help with design services (working directly with City Staff and with J-U-B Engineers during design) would be \$ 65,000.00.

The remaining proposed costs (\$735,000 for Construction Management, plus project markup and contingency) are related to the actual construction management costs for the project. The contingency and project markup actual amounts will be calculated based on VanCon's future proposed GMP (Guaranteed Maximum Price) that will come to you at a future date, once design is completed. There is a sufficient balance within the Sewer Impact Fee fund to cover these costs.

We recommend that the Council award the contract for CM/GC services to VanCon, Inc.

If you have any questions, I would be happy to answer them.

Recommendation: I/we recommend that the City Council approve a contract for CM-GC Services to VanCon, Inc. for the Santaquin WRF Phase III Improvements.

Santaquin City
 2024 WRF Phase III Project
 CM/GC (Construction Manager/General Contractor)
 Selection Committee Evaluation & Scoring

Proposing Firm	Rank	Relevant Experience (25 pts possible)	Methodology (40 pts possible)	Proposed Costs (35 pts possible)		Total Pts (100 pts possible)
Vancon	1	21.0	35.5	\$ 800,000.00	34.9	91.4
Gerber	2	19.7	32.0	\$ 739,700.00	35.0	86.7
Alder	3	20.4	34.8	\$ 2,445,000.00	31.0	86.2
MGC	4	19.2	29.5	\$ 1,301,925.00	33.7	82.4
Ellsworth/Paulsen	5	16.1	30.0	\$ 772,250.00	34.9	81.1
COP Construction	6	17.1	29.8	\$ 3,650,000.00	28.2	75.1

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

**RESOLUTION 10-01-2024-CDA
APPROVAL OF ADDENDUM #6 TO THE LG SQ2, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

WHEREAS, on November 9, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

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

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

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

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

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

WHEREAS, on July 16, 2024, the Agency approved Resolution 07-03-2024-CDA, approving Addendum #5 to the agreement with LG SQ2, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 7; and

WHEREAS, the Agency and LG SQ2, LLC, desire now to amend certain provisions of the Purchase Agreement;

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

SECTION 1: The attached Addendum #6 (Six) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and LG SQ2, LLC, is hereby approved.

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

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

APPROVED AND ADOPTED THIS 1st day of October, 2024.

Daniel M. Olson, Board Chair

Attest:

Amalie R. Ottley, Secretary

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

**ADDENDUM #6 (SIX) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY,
AND LG SQ2, LLC**

This **Addendum #6 (SIX)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of _____, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”), and **LG SQ2, LLC**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and Santaquin Peaks, LLC, a Utah Limited Liability Company, entered into that certain Real Property Purchase Agreement dated as of November 7, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit 1, regarding the purchase and sale of approximately 5.37 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Agency approved Resolution 03-01-2024-CDA, approving Addendum #1 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, on April 2, 2024, the Agency approved Resolution 04-01-2024-CDA, approving Addendum #2 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 3; and

WHEREAS, on May 22, 2024, the Agency approved Resolution 05-02-2024-CDA, approving Addendum #3 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 4; and

WHEREAS, on June 4, 2024, the Agency approved Resolution 06-01-2024-CDA, approving Addendum #4 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 5; and

WHEREAS, on June 4, 2024, the Agency approved Resolution 06-02-2024-CDA, approving an assignment of the Purchase Agreement from Santaquin Peaks, LLC, to LG SQ2, LLC, a copy of which is attached hereto as Exhibit 6; and

WHEREAS, on July 16, 2024, the Agency approved Resolution 07-03-2024-CDA, approving Addendum #5 to the agreement with LG SQ2, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 7; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #6 (Six) to the Real Property Purchase Agreement as follows:

1. EXHIBIT C, of the Purchase Agreement titled SITE PLAN AND BUILDING TYPE AND ARCHITECTURAL STYLES, is hereby amended to include the attached site plan for Lot 1 as an approved Site Plan including an improved shared access with Seller owned Lot 2.

2. Notwithstanding anything to the contrary in the Purchase Agreement or any prior addenda thereto, the Parties hereby agree that LG SQ2, LLC, as Buyer, hereby forfeits its right to purchase all or any portion of the Property identified as Lots 2 and 3.

3. The Parties agree that Buyer will fully furnish and improve the shared access along the north boundary of Seller Owned Lot 2, as set forth in the approved Site Plan. The shared access shall be constructed with engineered structural fill, roadbase, asphalt, including proper drainage, per the Site Plan and per geotechnical recommendations for the cross section. The shared access will be constructed between approximately 10.75 and 15.50 feet wide and 210 feet long. Said shared access will benefit both Lot 1 owned by Buyer and Lot 2 owned by Seller to the mutual benefit of both Buyer and Seller.

4. Section 3 Part f. of the Purchase Agreement is amended to add the following as a second paragraph to Section 3 Part f of the Purchase Agreement:

In the event that Buyer and Seller determine that having Buyer furnish and install said five-foot-wide portion of landscaping on CDRA owned property along with Buyer's site improvements, Buyer agrees to furnish and install said landscaping at its sole cost and expense, with no reimbursement from Seller to Buyer or from Buyer to Seller.

4. Except as set forth in this Addendum #6, all provisions of the Purchase Agreement and prior Addenda shall remain unchanged and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Addendum # 6 (Six) 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: _____, 2024.

Daniel M. Olson, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ___ day of _____, 2024, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public

BUYER:

LG SQ2, LLC, a Utah corporation

By: _____
Jonathan Jensen, its Manager

DATE: _____, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ___ day of _____, 2024, personally appeared before me, Jonathan Jensen who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public

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

**EXHIBIT 1
(PURCHASE AGREEMENT)**

**EXHIBIT 2
(ADDENDUM #1)**

**EXHIBIT 3
(ADDENDUM #2)**

**EXHIBIT 4
(ADDENDUM #3)**

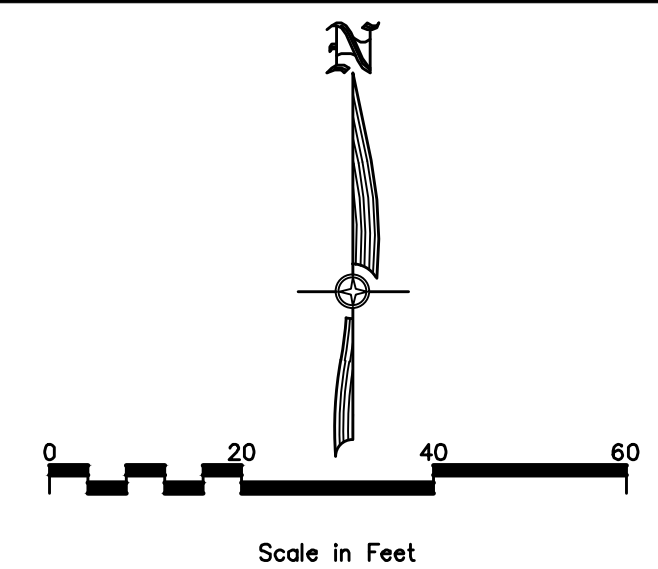
**EXHIBIT 5
(ADDENDUM #4)**

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

**EXHIBIT 7
(ADDENDUM #5)**

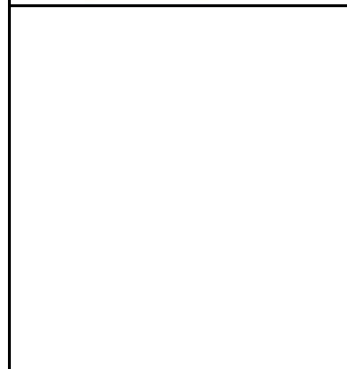
TIMPANOGOS TERRACE

(Public Right-of-Way)

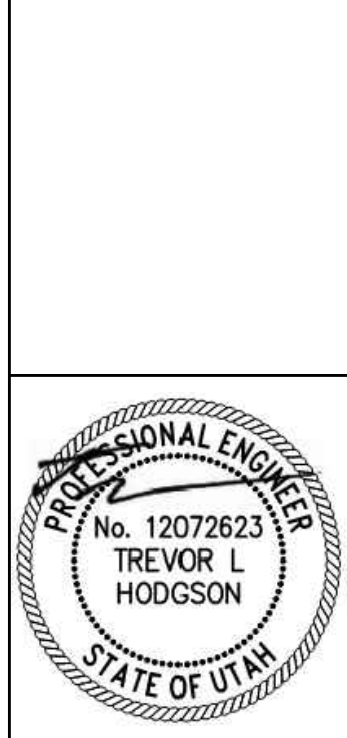


NO.	REVISIONS	BY	DATE

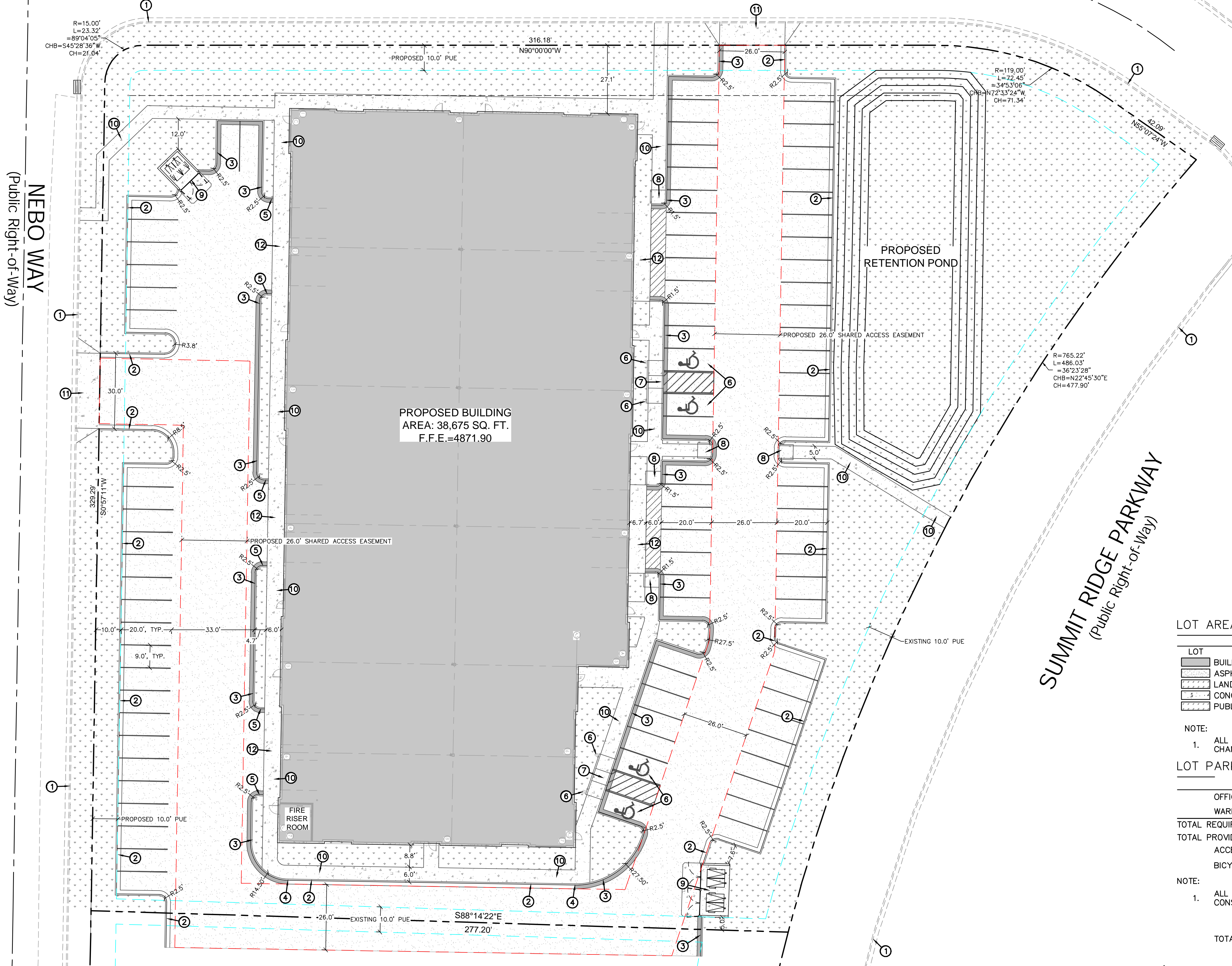
CIVIL ENGINEERING + SURVEYING
 10718 SOUTH BECKSTEAD LANE, STE. 102
 SOUTH JORDAN, UT 84095 - 801-949-0296
 PROJECT ENGINEER: TLH



PEAKS INDUSTRIAL PARK LOT 1
 237 NORTH SUMMIT RIDGE PKWY, SANTAQUIN, UT 84655
 SITE PLAN



SHEET NO.	C1.0
PROJECT ID	E24-096
DATE	08/19/24
FILE NAME	PRJ-SPI
SCALE	



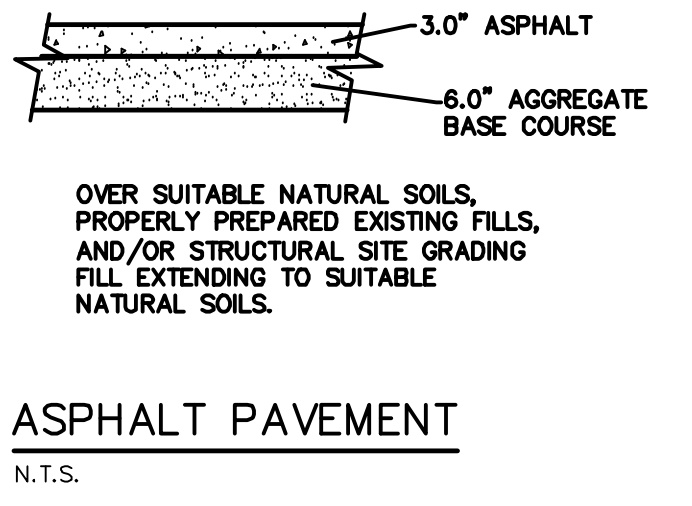
PROPOSED BUILDING
 AREA: 38,675 SQ. FT.
 F.F.E.=4871.90

PROPOSED
 RETENTION POND

SITE PLAN NOTES:

- ① EXISTING CURB & GUTTER
- ② PROPOSED 24" CURB & GUTTER. SEE DETAIL 1/C4.0.
- ③ PROPOSED 24" REVERSE PAN CURB AND GUTTER. SEE DETAIL 2/C4.0.
- ④ PROVIDE SMOOTH TRANSITION FROM CURB & GUTTER TO REV. PAN CURB & GUTTER.
- ⑤ TAPER CURB & GUTTER TO ASPHALT. SEE SHEET C2.0 FOR ELEVATIONS AND SHEET C4.0 FOR DETAILS.
- ⑥ ALL HANDICAP STALLS SHALL HAVE SLOPES OF LESS THAN 2% IN ALL DIRECTIONS. SEE DETAIL 6 AND 7/C4.0 FOR HANDICAPPED PARKING SIGN AND ACCESSIBLE PARKING STALL DETAILS. ALL ADA STALLS ARE VAN ACCESSIBLE.
- ⑦ ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 3/C4.0.
- ⑧ ADA RAMPS ARE TO BE INSTALLED PER CITY AND ADA STANDARDS AND SPECIFICATIONS. SEE DETAIL 4/C4.0.
- ⑨ PROPOSED TRASH DUMPSTER, 8" CONCRETE DUMPSTER PAD. SEE ARCHITECTURAL DRAWINGS FOR DETAILS.
- ⑩ INSTALL 6" THICK CONCRETE SIDEWALK PER SANTAQUIN CITY STANDARD DETAIL CG3, SEE SHEET C4.1 FOR DETAILS.
- ⑪ INSTALL FLARED DRIVE APPROACH PER SANTAQUIN CITY STANDARD DETAIL CG3, SEE SHEET C4.1 FOR DETAILS.
- ⑫ HEAVY DUTY CONCRETE SECTION AT VEHICLE DOOR LOCATIONS.

PAVEMENT SECTIONS ARE PER THE MAY 10TH, 2023 GEOTECHNICAL STUDY BY RB&G. CONTRACTOR TO INSTALL ALL PAVEMENT PER THE GEOTECH REPORT.



OVER SUITABLE NATURAL SOILS, PROPERLY PREPARED EXISTING FILLS, AND/OR STRUCTURAL SITE GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS.

LOT AREAS:

LOT	SQ. FT.	ACRES.
BUILDING FOOTPRINT	38,675	0.888
ASPHALT	36,867	0.846
LANDSCAPING	35,209	0.808
CONCRETE	10,730	0.246
PUBLIC ROW LANDSCAPING	6,295	0.145

NOTE:

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

LOT PARKING REQUIREMENTS:

	SQ. FT.	CITY REQ'T
OFFICE	9,669	48 (5/1000)
WAREHOUSE	29,006	29 (1/1000)
TOTAL REQUIRED	77	
TOTAL PROVIDED	79	
ACCESSIBLE SPACES	4	(4 REQ'D 76 TO 100)
BICYCLE SPACES	0	(0 REQ'D)

NOTE:

1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

TOTAL LANDSCAPING PROVIDED 35,209
 29.0 % PROVIDED

SETBACK REQUIREMENTS:
 FRONT (SUMMIT RIDGE PARKWAY) - 50'
 STREET SIDE AND REAR SETBACK (TIMPANOGOS TERRACE AND NEBO WAY) - 25'
 INTERIOR SIDE SETBACK - 10'

NOTE:
 NEBO ROAD HAS NOT BEEN COMPLETELY CONSTRUCTED AT THE TIME OF THE PREPARATION OF THESE SITE DESIGN PLANS. CONTRACTOR TO FIELD VERIFY ROADWAY WORK AND ELEVATIONS PRIOR TO CONSTRUCTION OR AN AS-BUILT SURVEY SHALL BE COMPLETED.





PLANT LEGEND (NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. ON CASE BY CASE BASIS, THE DESIGNER SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	AG'C	8	Acer griseum x maximowiczianum 'Molly Fordham' Cinnamon Girl™ Maple	B & B	2"Cal
	CCC	6	Crataegus crus-galli inermis 'Cruzam' Crusader Crusader Cocksbur Hawthorn	B & B	2"Cal
	FSO	3	Fagus sylvatica 'Red Obelisk' Red Obelisk European Beech	B & B	2"Cal
	QUP	1	Quercus macrocarpa 'Urban Pinnacle' Urban Pinnacle Oak	B & B	2"Cal
	SR'B	3	Syringa reticulata 'Baince' Snowdance Tree Lilac	B & B	2"Cal
	UPL	10	Ulmus parvifolia 'Emer II' Allee Lacebark Elm	B & B	2"Cal

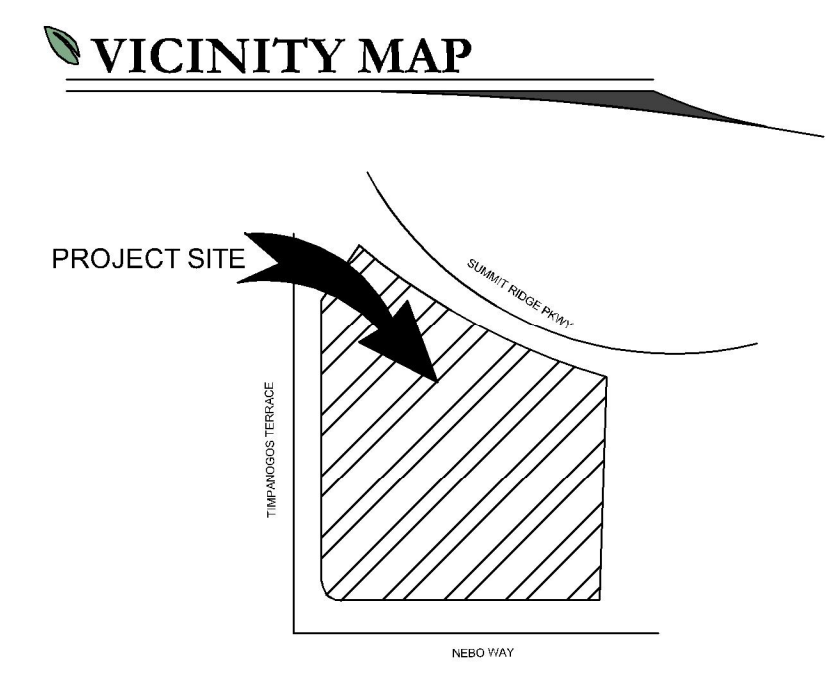
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
DECIDUOUS SHRUBS				
	AM'M	23	Aronia melanocarpa 'Low Scape Mound' Low Scape Mound Chokeberry	5 gal
	BT'C	24	Berberis thunbergii 'Concorde' Concorde Japanese Barberry	5 gal
	C'BS	5	Caryopteris x clandonensis 'Blauer Splat' Sapphire Surf™ Bluebeard	5 gal
	CM'F	35	Chamaebatiaria millefolium Fernbush	5 gal
	H'AT	61	Hibiscus syriacus 'Antong Two' Li Kim® Dwarf Rose of Sharon	5 gal
	PW'B	30	Physocarpus opulifolius 'SMNPMS' Summer Wine® Black Ninebark	5 gal
	PB'P	71	Prunus besseyi 'P011S' 'Pawnee Buttes' Pawnee Buttes Sand Cherry	5 gal
	R'FR	12	Rhamnus frangula 'Ron Williams' Fine Line Fine Line Buckthorn	5 gal
	RT'A	19	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
EVERGREEN SHRUBS				
	CL'M	31	Cercocarpus ledifolius intricatus Little-leaf Mountain Mahogany	2 gal
	JCS	5	Juniperus chinensis 'Spartan' Spartan Juniper	10 gal
	JSM	10	Juniperus scopulorum 'Moonglow' Moonglow Juniper	10 gal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
GRASSES				
	CA'K	44	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal
	M'ML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal
	P'AR	164	Panicum virgatum 'Apache Rose' Apache Rose Prairie Winds® Switch Grass	1 gal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
PERENNIALS				
	GL'R	30	Gaura lindheimeri 'Rosy Jane' Rosy Jane Gaura	1 gal
	H'AA	18	Hemerocallis x 'Always Afternoon' Lavendar Daylily	1 gal
	SM'G	30	Sedum x 'Mr. Goodbud' Mr. Goodbud Stonecrop	1 gal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
ROSES				
	R'PK	6	Rosa x 'Radtkopink'™ Pink Double Knock Out Rose	5 gal



SITE MATERIALS LEGEND (NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. ON CASE BY CASE BASIS, THE DESIGNER SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	L-06	DESERT GREEN SODDED LAWN AREA. LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH DESERT GREEN WATER-WISE SOD. MOW AT 6" OR GREATER TWICE A YEAR. IN LATE FALL MOW TO 2". INSURE MINIMUM 15" WATER ANNUALLY. CONTACT CHANSHARE.COM OR APPROVED EQUALS. SEE SOD LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.	6,343 sf
	L-14	1" MINUS TAN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	31,884 sf
	L-15	1" MINUS GREY CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	2,884 sf
	L-23	4-6" GREY CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 6" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	2,194 sf
2 HARDSCAPE			
	E-06	5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	384 lf

ISSUE DATE PROJECT NUMBER PLAN INFORMATION PROJECT INFORMATION DEVELOPER / PROPERTY OWNER / CLIENT LANDSCAPE ARCHITECT / PLANNER LICENSE STAMP DRAWING INFO

9/10/2024 UT24113

NO. REVISION DATE

1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

GRAPHIC SCALE: 1" = 20'

SANTAQUIN INDUSTRIAL

LOT 1

237 NORTH SUMMIT RIDGE PKWY
SANTAQUIN, UTAH

AE URBIA
909 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
801-575-6455

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PKJ DESIGN GROUP

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LANDSCAPE ARCHITECT / PLANNER
PKJ DESIGN GROUP
Landscape Architecture • Planning • Visualization

3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP
9/28/21-5/31/24
9/10/2024
STATE OF UTAH

DRAWING INFO
PLOT: JTA
DRAWN: SAV
CHECKED: JMA
PLOT DATE: 9/10/2024

COLOR ILLUSTRATION
CITY PERMIT SET

LP-COLOR

REAL PROPERTY PURCHASE AGREEMENT

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

RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 5.35 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

1. Property Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral rights owned by Seller (if any) but excluding therefrom any and all water rights. The Purchase Price established in paragraph 4 includes the payment for money in lieu of water and/or water right dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code, for estimated annual water usage of up to 165,000 gallons per acre. Any additional amounts due pursuant to Santaquin City Code Section 8.04.100 based on actual development activity on the Property shall be the sole responsibility of Buyer.

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

paragraph 2 set forth below, and otherwise as required by Santaquin City’s land use and development code.

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

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

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

d. Buyer shall either construct and utilize a Utah County Health Department approved “Septic System” per applicable standards until such time as sewer service is available through the Santaquin City Sewer System, or participate with the City monetarily by payment of \$25,000.00 per building/structure to Seller for the construction of the needed City Sewer System improvements for each building/structure built on the Property. The Parties shall mutually agree by April 1, 2024, which of the aforementioned options shall be selected. In the event that a Septic System for each building/structure built on the Property or Additional Property is the option selected, Seller will refund the payment of \$25,000 per building/structure to Buyer. In the event that Buyer initially installs an approved Septic System, Buyer must connect to the Santaquin City Sewer System and discontinue all use of any Septic System within ninety (90) days of the availability of Santaquin City Sewer Service to the Property, or as soon as reasonably practicable, and shall thereafter be subject to the same terms and conditions for sewer service as other Santaquin City Sewer System customers. Buyer shall pay the applicable sewer impact fees prior to issuance of any building permit.

e. All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north, west, and south sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property.

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

g. Buyer shall be solely responsible for the construction and maintenance of roads, accesses, drives, and parking areas on the Property. All roads, accesses, drives, and

parking areas on the Property shall be paved, and shall be constructed and maintained pursuant to the applicable Santaquin City parking standards SCC 10.48. Storage areas behind the rear building line must be finished with at least minimum compacted road base.

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

i. Monument signs, consistent with a Santaquin City theme and as approved by the City may be constructed and maintained on the Property. Stacking on monument signs will be allowed consistent with Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

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

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

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

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

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

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

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

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

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

b. Seller shall construct and install at its sole expense infrastructure necessary for sewer service from the Property boundary to the Santaquin City wastewater treatment system. Until such time as the Santaquin City wastewater system becomes available for use, Buyer agrees to continue to use and maintain the septic system identified in Section 2. d. above, if so constructed.

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

d. Seller is in the process of applying an asphalt overlay to the existing paved surface of Summit Ridge Parkway as deemed necessary for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not include or address any future expansion of the width of the paved surface of Summit Ridge Parkway, or addition of lanes, approaches, turning lanes, etc.

e. Seller shall provide future City streets/roadways per City Standards as necessary for the reasonably anticipated access to the Property and across the frontage of the Property as described in the approved subdivision improvement plans. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

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

4. Purchase Price. The Purchase Price for the Property is One Million Six Hundred Ten Thousand Two Hundred Eighty Dollars (\$1,610,280.00), which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d .

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

b. Delivery of Deposit. Unless, pursuant to paragraph 10, Buyer exercises its right to cancel this Agreement on or before 60 days from the execution date, one-half of the Deposit shall become non-refundable and shall be delivered to Seller. Unless Buyer exercises said right to cancel on or before 120 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

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

5. Closing. This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 180 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit:

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

(i) a general warranty deed (the "Deed"), fully executed and properly acknowledged by Seller, conveying the Property to Buyer;

(ii) written evidence that all state and local property taxes have been paid in full;

(iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the premium to be paid by Buyer as provided in subparagraph 6.b. below); and

(iv) any other funds, instruments or documents as may be reasonably requested by Buyer or the Closing Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

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

(i) the Purchase Price (payable to Seller);

(ii) any other funds, instruments or documents as may be reasonably requested by Seller or the Closing Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

6. Closing Costs and Prorations.

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

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

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

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

9. Seller's Disclosures.

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

b. Within fifteen (15) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance

required by paragraph 5 above, together with all documents identified as exceptions to coverage in such title commitment; and

c. No later than December 1, 2023, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

- (i) survey, topographic or other maps and all other material documents presently existing concerning the Property (if Seller does not deliver a survey of the Property as provided herein, Buyer may, at its own expense, obtain a survey of the Property and Buyer's obligation to purchase the Property under this Agreement is conditioned upon Buyer's receipt and approval of such survey);
- (ii) any and all leases or other contracts or agreements affecting the Property;
- (iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and
- (iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

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

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

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

b. Seller has good and marketable fee simple title to the Property. Other than as has been or will be disclosed to Buyer, there are no unrecorded agreements, leases, liens or encumbrances that may affect title to the Property to which Seller is a party or of which Seller has knowledge.

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

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

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

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

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

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

i. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against the Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of the Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all the assets of Seller; (v) within twelve (12) months preceding the date of this Agreement, admitted in writing the inability of Seller to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to the creditors of Seller generally.

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

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

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

m. Seller does not have actual knowledge of or any reason to suspect the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). Except as provided above, Seller has no knowledge or reason to suspect that prior to the date of this Agreement the Property has not been used in compliance with applicable Environmental Laws. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws and, other than as disclosed above, Seller has no knowledge or reason to suspect that any Hazardous Materials have been used, stored or kept at the Property except in compliance with applicable Environmental Laws. Seller has no knowledge or reason to suspect that the Property has been designated by any governmental or quasi-governmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property as contemplated by Buyer. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently

defined by or for purposes of any Environmental Laws. As used in this Agreement, the term “Environmental Laws” is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

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

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

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

a. Buyer is a validly existing Utah Limited Liability Company of the state of Utah organized and existing pursuant to the provisions of Utah law and has full power and authority to enter into this Agreement and complete this Transaction.

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

The foregoing representations and warranties shall be true, correct and accurate on and as of the date of this Agreement and on and as of the Closing date. All representations, warranties and covenants by Buyer set forth in this Agreement will survive the consummation of this Agreement, the delivery and recordation of the Deed and the Closing of this Transaction.

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

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

15. Default and Remedies.

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

performing under this Agreement. Cancellation by Buyer pursuant to paragraph 10 of this Agreement shall not constitute a Seller Default.

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

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

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

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

18. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail,

return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

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

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

Buyer: **Santaquin Peaks, LLC**
2097 Cedar Fort Drive
Eagle Mountain, UT 84005

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

SELLER:

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

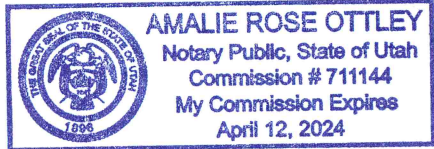
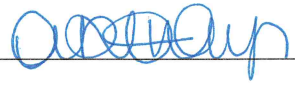
DATE: 11/9, 2023 
DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

 Notary Public 

BUYER:

Santaquin Peaks, LLC

[Handwritten Signature]

DATE: 11/9, 2023

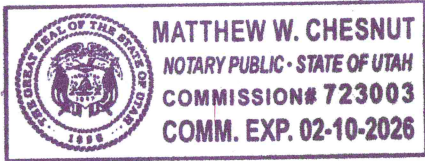
James Bradshaw
member, Partner
Title

STATE OF UTAH)

:SS

COUNTY OF UTAH)

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



Notary Public *[Handwritten Signature]*

EXHIBIT A
DESCRIPTION OF THE PROPERTY

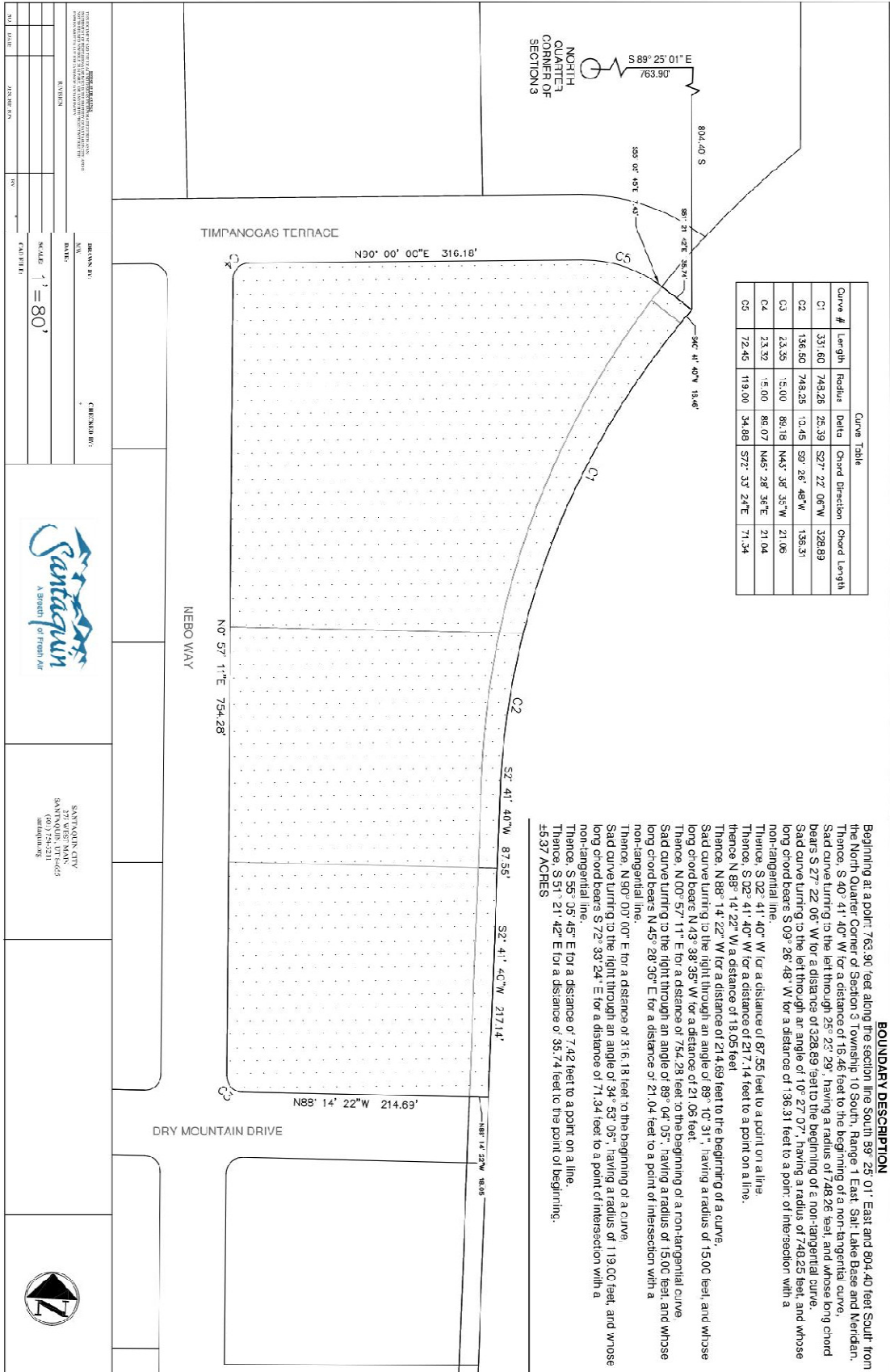


EXHIBIT B

INDUSTRIAL PARK ARCHITECTURAL STANDARDS

Industrial Park Building Architectural Standards:

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

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

having grille patterns, shutters, etc., should be considered to add visual interest and character to buildings.

- b.** Use of clerestory or faux windows should be considered where facades exceed twenty-five feet (25') in height. Functionality and architectural integrity should be maintained in addition to addressing the articulation of upper-level facades.
- 8. Use Of Awnings, Canopies, And Arbors: Awnings, canopies and arbors shall be designed to fit within the architecture of the buildings to which they are attached or located adjacent to and serve to enhance the exterior of the building as an articulation and aesthetic element.
 - a.** Awnings or canopies shall project at least 3.0 feet from the building when located over a pedestrian traffic area and no less than two feet (2') otherwise.
 - b.** A minimum clearance above sidewalk grade or building entrances of eight feet (8') to the bottom of the framework shall be maintained when located over a pedestrian traffic or entrance area.
 - c.** The top of the framework may not extend above a vertical wall terminus nor cover any architectural elements.
- 9. Roof Designs And Parapets:
 - a.** Where roof mounted equipment is present:
 - i. Screening such as parapets, architecturally designed enclosures, etc., shall be provided to reasonably screen all roof equipment from being visible three hundred feet (300') away from the building. Special consideration should be given to the varied topographic conditions around Santaquin when designing such screening.
 - ii. Where approved screening of roof equipment is provided and the potential exists for roof equipment to still be visible from neighboring major transportation corridors, the equipment should be clustered and painted the same color as the adjacent building/roof colors so as to minimize the visibility of the equipment. Additional screening at site boundaries may also be an appropriate mitigation measure in this instance.
 - b.** Sloped roofs or forms should have a minimum four to twelve (4:12) pitch.

EXHIBIT C
SITE PLAN AND BUILDING TYPES



PARKING/BUILDING DATA

BUILDING 1		BUILDING 2		BUILDING TOTAL	
TOTAL PARKING	67 SPACES	TOTAL PARKING	86 SPACES	TOTAL PARKING	153 SPACES
PERFORMANCE AREA	225,000 SF	PERFORMANCE AREA	248,000 SF	PERFORMANCE AREA	473,000 SF
TOTAL PARKING	50	TOTAL PARKING	42	TOTAL PARKING	92
REQUIRED RATIO	7%	REQUIRED RATIO	7%	REQUIRED RATIO	7%
TOTAL PARKING	107 (1000 SF)	TOTAL PARKING	97 (1000 SF)	TOTAL PARKING	204 (1000 SF)
REQUIRED RATIO	100%	REQUIRED RATIO	100%	REQUIRED RATIO	100%
BUILDING COVERAGE	58.2%	BUILDING COVERAGE	58.5%	BUILDING COVERAGE	58.4%
LANDSCAPING	23,862	LANDSCAPING	22,661	LANDSCAPING	46,523

CITY ZONING CODE
 City of Salt Lake County, UT
 Planning Department
 110 South State Street, Salt Lake City, UT 84143
 City of Salt Lake County, UT
 Planning Department
 110 South State Street, Salt Lake City, UT 84143
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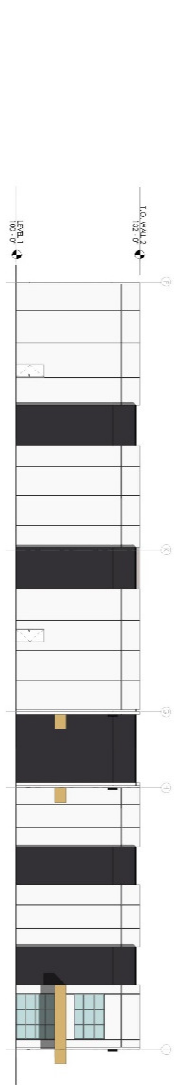




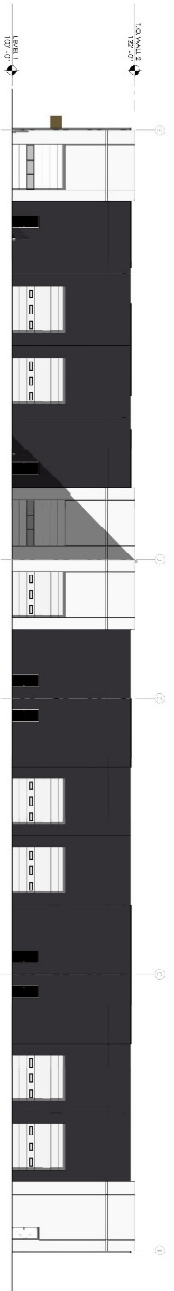




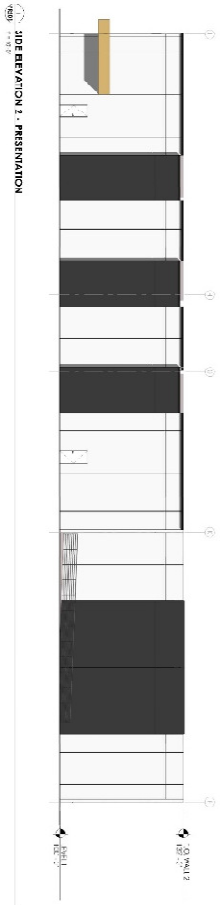
FRONT ELEVATION - PRESENTATION



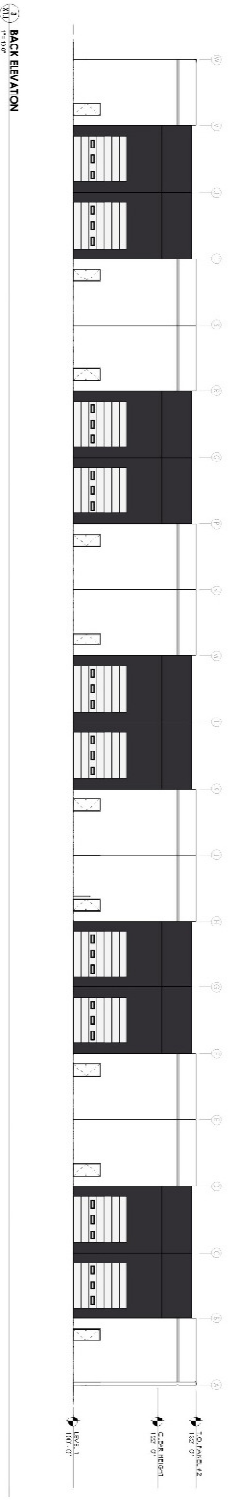
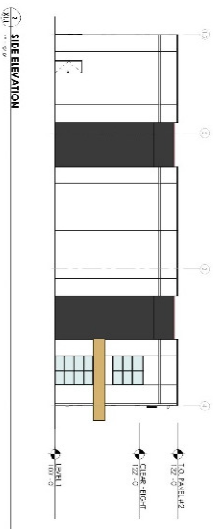
SIDE ELEVATION1 PRESENTATION



REAR ELEVATION - PRESENTATION



SIDE ELEVATION 1 - PRESENTATION



MONSON CONSTRUCTION - BUILDING 2
PRESENTATION ELEVATIONS

EXHIBIT D

CROSS ACCESS EASEMENT TERMS AND CONDITIONS

TERMS AND CONDITIONS OF CROSS ACCESS EASEMENT

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

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

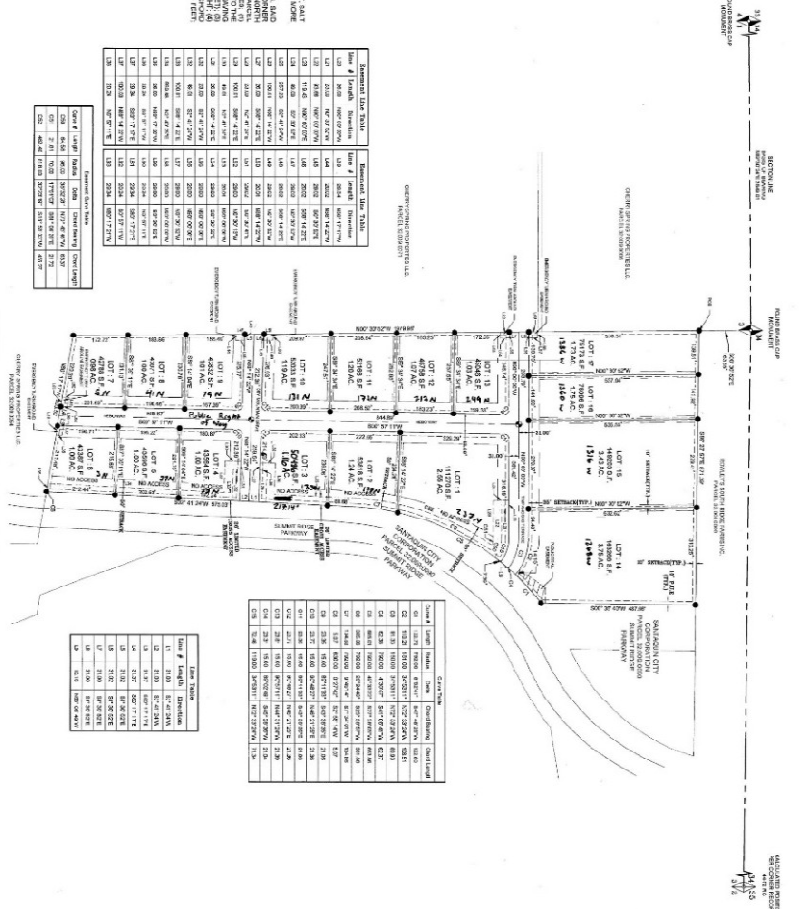
which the party sought.

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

18792



SANTAQUIN PEAKS INDUSTRIAL PARK
LOCATED AT THE
NORTHEAST CORNER OF THE
SALT AND BARS AND HIGHWAY, EAST
OF SAN JOAQUIN COUNTY, CALIF.



Lot #	Area (Acres)	Area (Sqr Feet)
1	0.10	4356
2	0.10	4356
3	0.10	4356
4	0.10	4356
5	0.10	4356
6	0.10	4356
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99	0.10	4356
100	0.10	4356

GENERAL PLAN NOTES:

1. ALL LOTS WITHIN SANTAQUIN PEAKS INDUSTRIAL PARK ARE INTENDED FOR INDUSTRIAL USE AND SHALL BE USED AS SUCH.
2. THE CITY OF SAN JOAQUIN HAS REVIEWED THIS GENERAL PLAN AND HAS APPROVED IT FOR THE CITY'S GENERAL PLAN.
3. THE CITY OF SAN JOAQUIN HAS REVIEWED THIS GENERAL PLAN AND HAS APPROVED IT FOR THE CITY'S GENERAL PLAN.
4. THE CITY OF SAN JOAQUIN HAS REVIEWED THIS GENERAL PLAN AND HAS APPROVED IT FOR THE CITY'S GENERAL PLAN.
5. THE CITY OF SAN JOAQUIN HAS REVIEWED THIS GENERAL PLAN AND HAS APPROVED IT FOR THE CITY'S GENERAL PLAN.

APPROVED: [Signature]

DATE: [Date]

CITY ENGINEER: [Signature]

CITY CLERK: [Signature]

CITY OF SAN JOAQUIN

SANTAQUIN PEAKS INDUSTRIAL PARK

PROJECT: SANTAQUIN PEAKS INDUSTRIAL PARK

DATE: MAY 21, 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

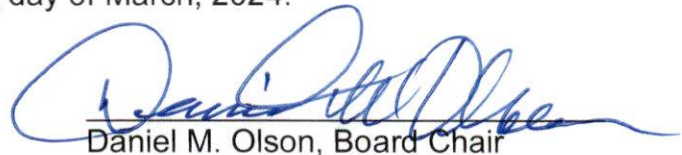
NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #1 (One) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

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

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

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


Daniel M. Olson, Board Chair

Attest:



Amalie R. Ottley, Secretary



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

Voted YES
Voted YES
Voted YES
Voted YES
Voted YES

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

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of March 5, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

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

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

1. Section **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 150 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be April 7, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 210 days. Therefore, Closing shall occur on or before June 6, 2024.

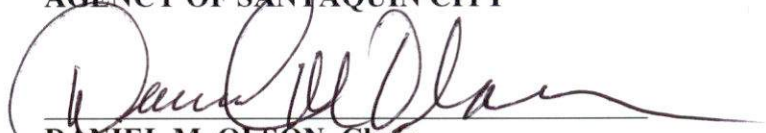
[Signatures on following page.]

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


SELLER:

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

DATE: March 5, 2024

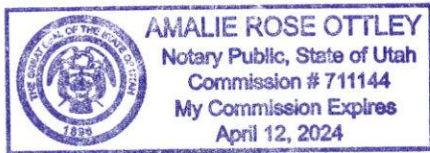

DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 5th day of March, 2024, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Notary Public 

BUYER:

Santaquin Peaks, LLC., a Utah corporation

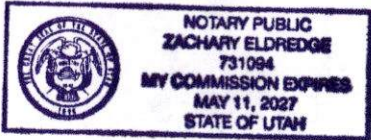
By: Steve Potter - Steve Potter
member, its Partner,
(Title) (Position)

DATE: March 8, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

Notary Public Zachary Eldredge



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

**RESOLUTION 04 -01-2024-CDA
APPROVAL OF ADDENDUM #2 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

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

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

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

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

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

APPROVED AND ADOPTED THIS 2nd day of April, 2024.


Daniel M. Olson, Board Chair

Attest:



Amalie R. Ottley, Secretary

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

Voted YES
Voted YES
Voted YES
Voted ABSENT
Voted YES

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

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April 2nd, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

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

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

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

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

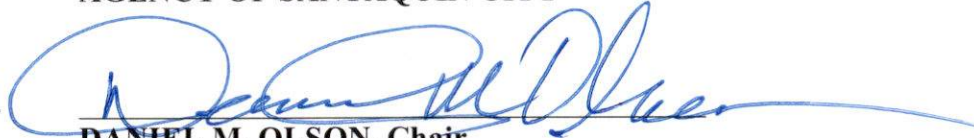
[Signatures on following page.]

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

SELLER:

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

DATE: April 9, 2024.

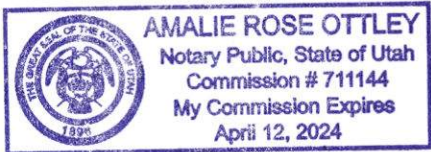

DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 9th day of April, 2024, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Notary Public 

BUYER:

[Handwritten Signature]

Santaquin Peaks, LLC., a Utah corporation

By:

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

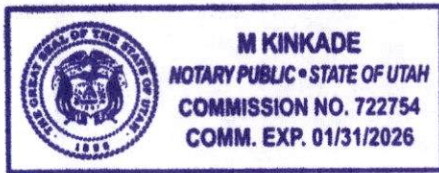
DATE: April 6, 2024.

STATE OF UTAH)

:SS

COUNTY OF UTAH)

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



Notary Public

[Handwritten Signature]

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

**RESOLUTION 05-02-2024-CDA
APPROVAL OF ADDENDUM #3 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

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

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

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

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

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

SECTION 1: The attached Addendum #3 (Three) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

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

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

APPROVED AND ADOPTED THIS 22nd day of May, 2024.


Daniel M. Olson, Board Chair

Attest:


Amalie R. Ottley, Secretary

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

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

This **Addendum #3 (THREE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of May 22, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #3 (Three) to the Real Property Purchase Agreement as follows:


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

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum #3 (Three) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

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

DATE: 5/22, 20 24. 
DANIEL M. OLSON, Chair

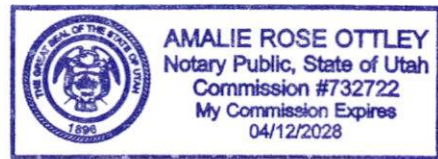
ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 22nd day of May, 20 24, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public 



BUYER:

Santaquin Peaks, LLC., a Utah corporation

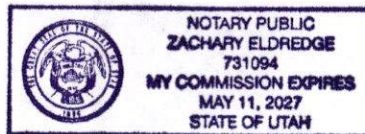
By: SK R. Potter
Member, its Partner,
(Title) (Position)

DATE: May 21, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

Notary Public Zachary Eldredge



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

**RESOLUTION 06-01-2024-CDA
APPROVAL OF ADDENDUM #4 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

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

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

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

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

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

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

- SECTION 1:** The attached Addendum #4 (Four) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.
- SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.
- SECTION 3:** This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 4th day of June, 2024.


Daniel M. Olson, Board Chair

Attest:


Amalie R. Ottley, Secretary



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

Voted YES
Voted YES
Voted YES
Voted ABSENT
Voted YES

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #4 (Four) to the Real Property Purchase Agreement as follows:

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

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

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

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

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

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

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

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

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

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum #4 (Four) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

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

DATE: June 4th, 2024

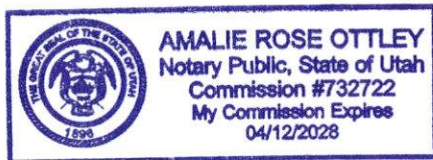

Daniel M. Olson, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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



Notary Public 

BUYER:

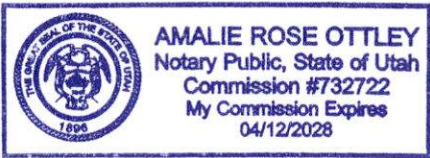
SANTAQUIN PEAKS, LLC, a Utah corporation

By: Steve Potter
Steve Potter, its Member, Partner

DATE: June 4, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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



Notary Public Amalie Rose Ottley

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

**EXHIBIT 1
(PURCHASE AGREEMENT)**

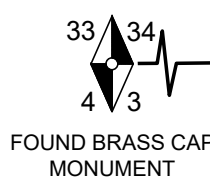
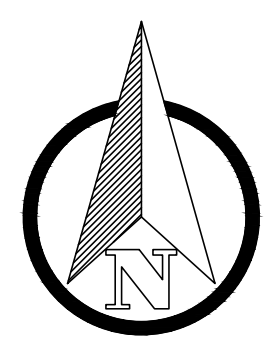
**EXHIBIT 2
(ADDENDUM #1)**

**EXHIBIT 3
(ADDENDUM #2)**

**EXHIBIT 4
(ADDENDUM #3)**

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

4/30/2024

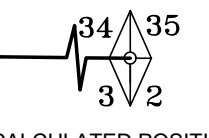


FOUND BRASS CAP MONUMENT

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



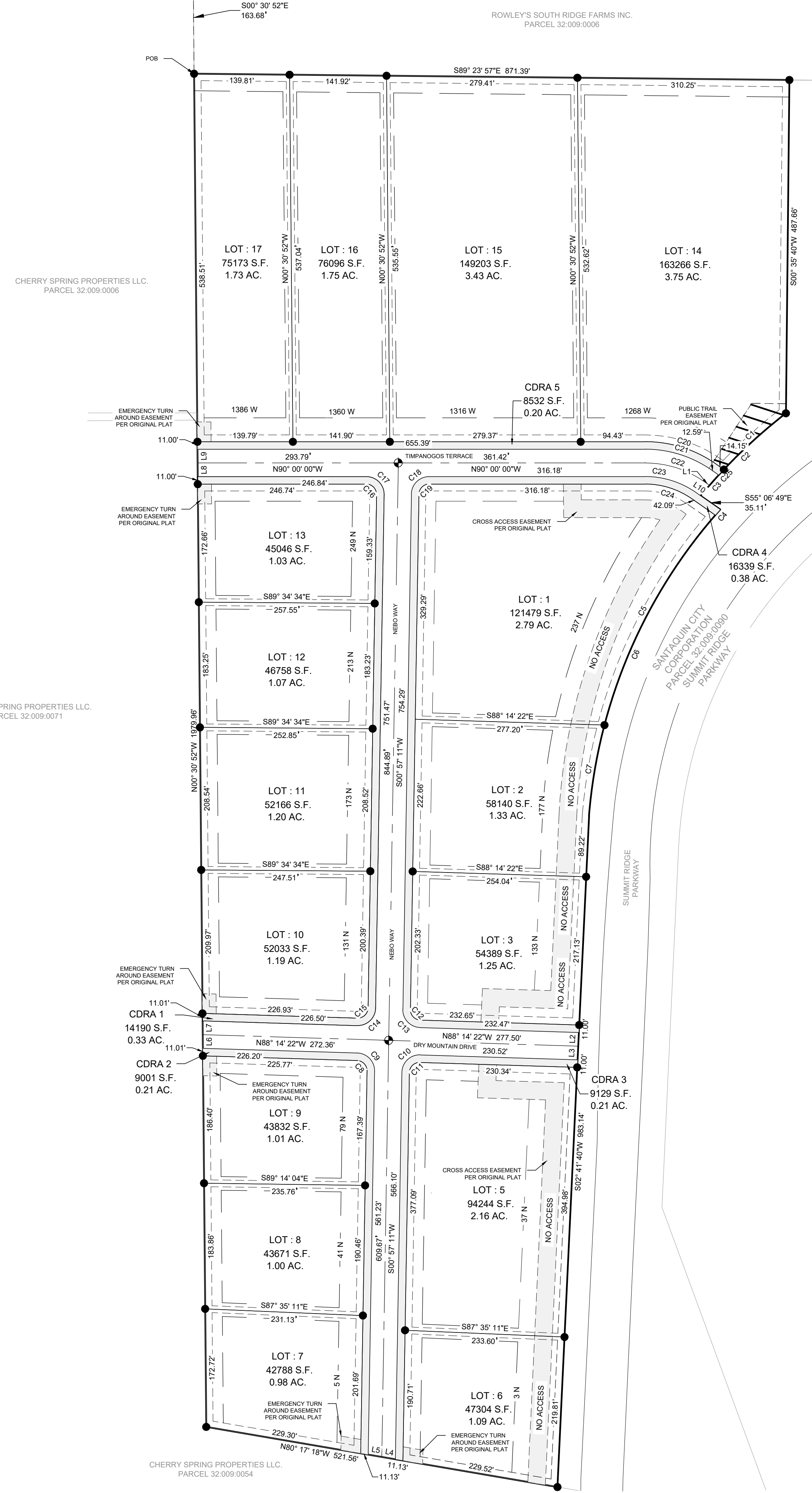
FOUND BRASS CAP MONUMENT



CALCULATED POSITION
PER CORNER RECORD
44.72 RC

SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED

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



SANTAQUIN CITY CORPORATION
PARCEL 32:009.0090
SUMMIT RIDGE PARKWAY

CHERRY SPRING PROPERTIES LLC.
PARCEL 32:009.0095

CHERRY SPRING PROPERTIES LLC.
PARCEL 32:009.0071

CHERRY SPRING PROPERTIES LLC.
PARCEL 32:009.0054

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

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

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

LEGEND

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

SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED

RIMROCK ENGINEERING & DEVELOPMENT

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

PROJECT NAME	
SANTAQUIN PEAKS INDUSTRIAL PARK-AMENDED	
1" = 100'	PROJECT # SQC2207-01-01
DRAWN: AP	DATE: 04/30/2024
CHECKED: TG	SHEET NO: 2 OF 2

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

**RESOLUTION 06-02-2024-CDA
APPROVAL OF THE PROPOSED ASSIGNMENT OF A
REAL PROPERTY PURCHASE AGREEMENT**

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

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

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

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

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

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

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

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

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

SECTION 1: The attached ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT is approved.

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

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

APPROVED AND ADOPTED THIS 4th day of June, 2024.


Daniel M. Olson, Board Chair

Attest:


Amalie R. Ottley, Secretary

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

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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


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

[Signatures on following page.]

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

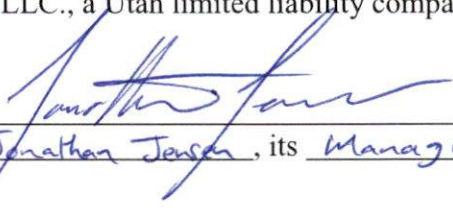
ASSIGNOR:

Santaquin Peaks, LLC., a Utah corporation

By: 
Name: Steve Potter, its Member, Partner

ASSIGNEE:

LG SQ2, LLC., a Utah limited liability company

By: 
Name: Jonathan Jensen, its Manager

[Seller consent on following page.]

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

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

By: 
Daniel M. Olson, Chair

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

**RESOLUTION 07-03-2024-CDA
APPROVAL OF ADDENDUM #5 TO THE LG SQ2, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

WHEREAS, on November 9, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

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

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

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

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

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

WHEREAS, the Agency and LG SQ2, LLC, desire now to amend certain provisions of the Purchase Agreement;

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

SECTION 1: The attached Addendum #5 (Five) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and LG SQ2, LLC, is hereby approved.


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

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

APPROVED AND ADOPTED THIS 16th day of July, 2024.


Daniel M. Olson, Board Chair

Attest:


Amalie R. Ottley, Secretary

Board Member Art Adcock	Voted <u>Y</u>
Board Member Brian Del Rosario	Voted <u>Y</u>
Board Member Travis Keel	Voted <u>Y</u>
Board Member Lynn Mecham	Voted <u>Y</u>
Board Member Jeff Siddoway	Voted <u>Y</u>

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #5 (Five) to the Real Property Purchase Agreement as follows:

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

“ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone, textured painted concrete walls, and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels (other than those listed in this section), EIFS (stucco) shall be prohibited as a primary building material.”

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

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

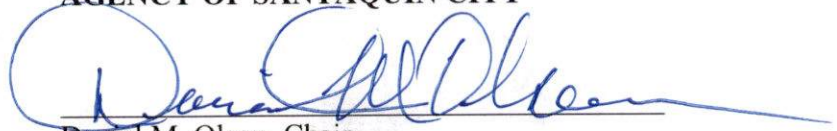
[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum #5 (Five) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

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

DATE: July 16, 2024.

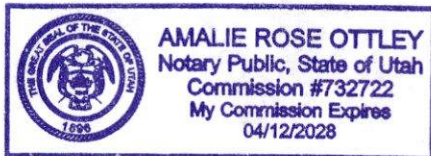

Daniel M. Olson, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 16th 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.

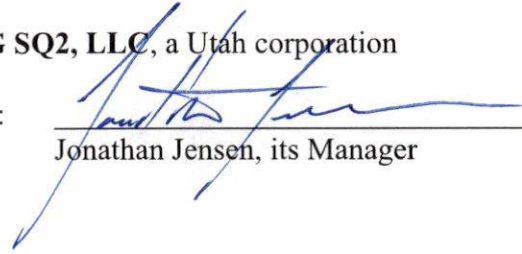


Notary Public 

BUYER:

LG SQ2, LLC, a Utah corporation

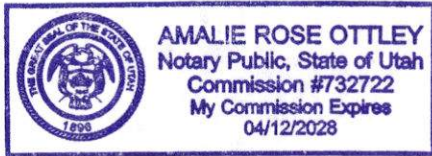
By:


Jonathan Jensen, its Manager

DATE: July 10, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 10th day of July, 2024, personally appeared before me,
Jonathan Jensen who, after being duly sworn, acknowledged to me that he is authorized to execute
this document and who executed the same.



Notary Public



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

**EXHIBIT 1
(PURCHASE AGREEMENT)**

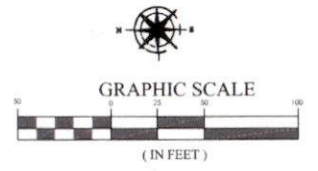
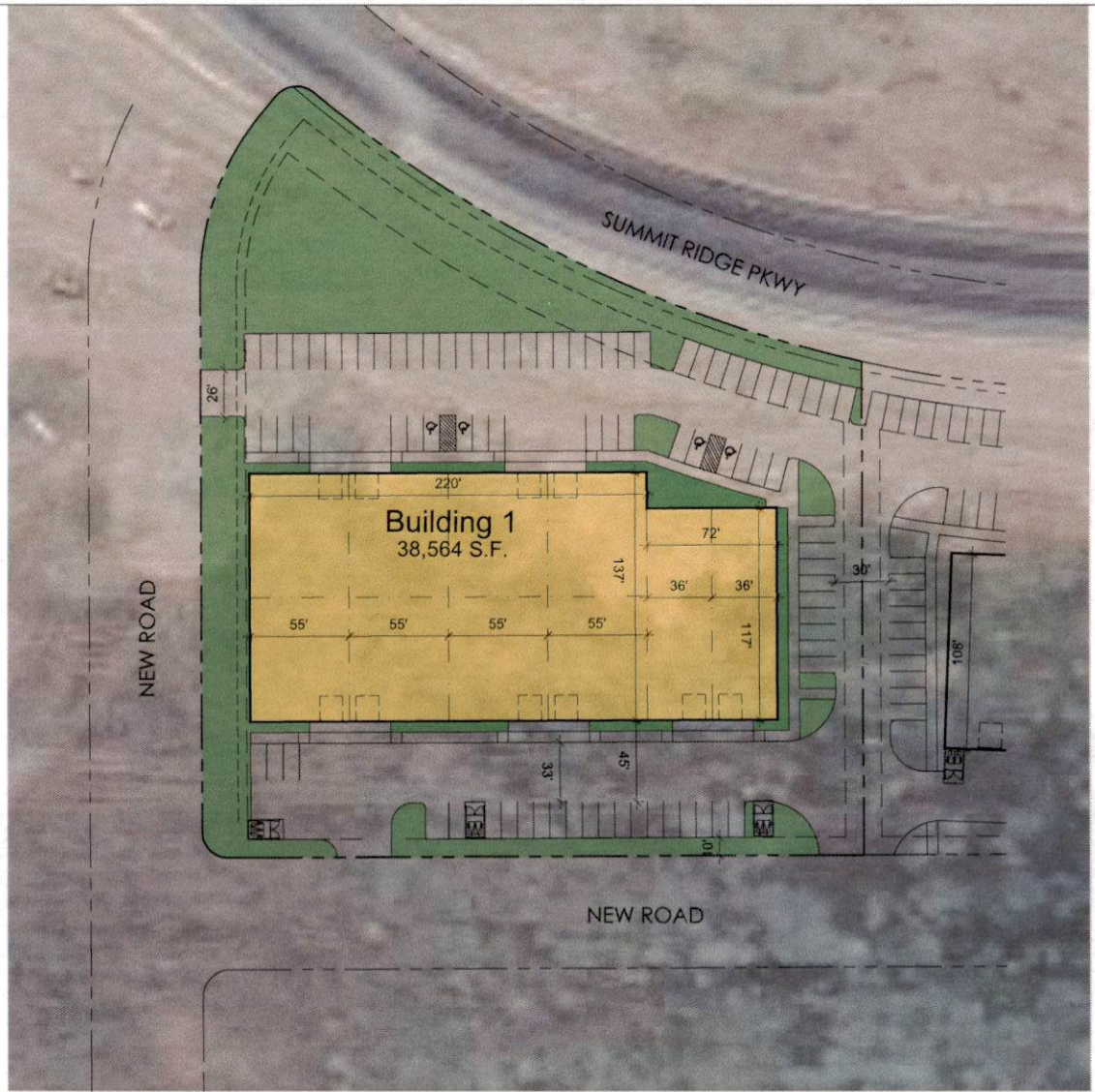
**EXHIBIT 2
(ADDENDUM #1)**

**EXHIBIT 3
(ADDENDUM #2)**

**EXHIBIT 4
(ADDENDUM #3)**

**EXHIBIT 5
(ADDENDUM #4)**

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



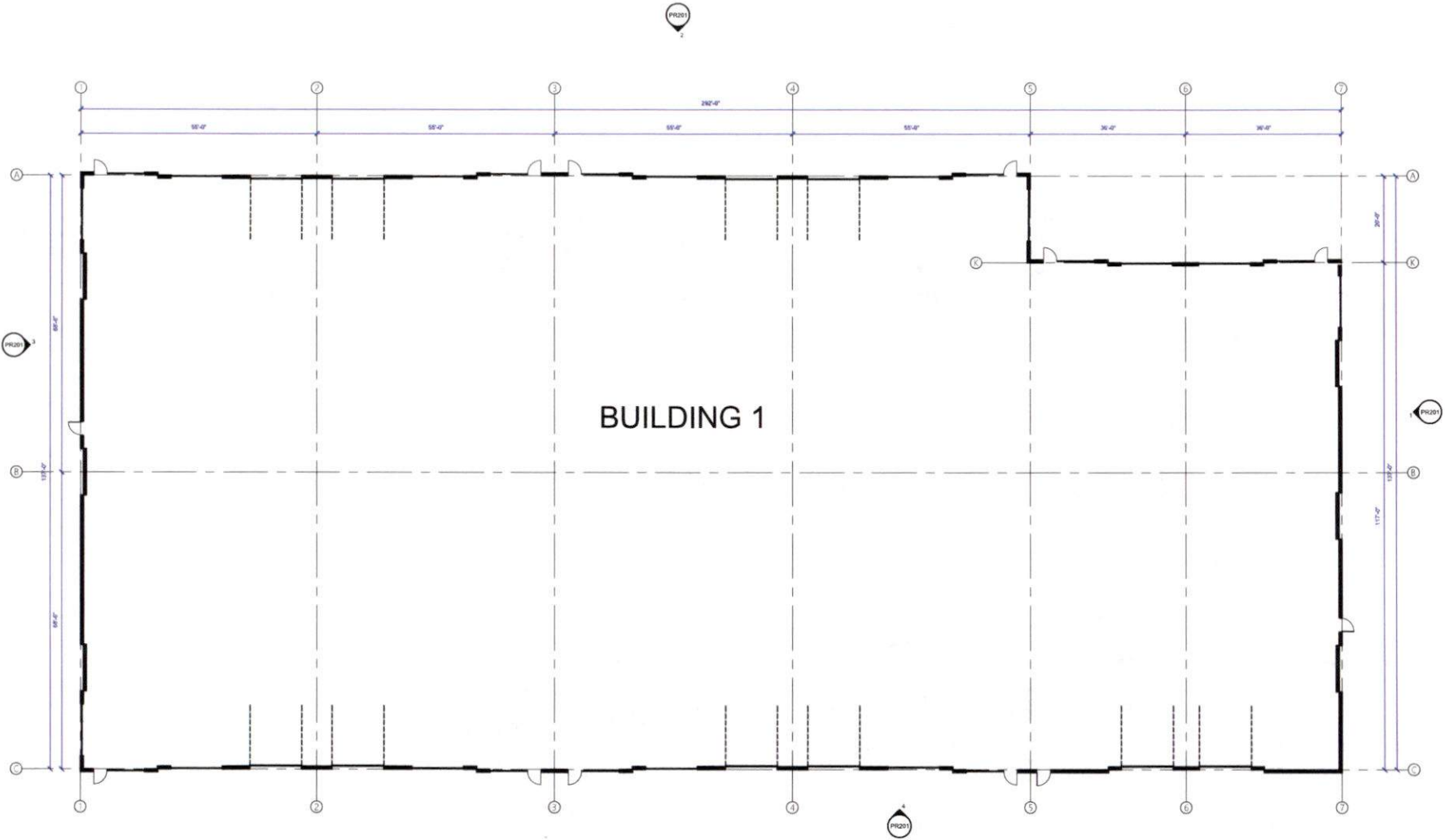
AREA TABLE			
AREAS	SQ. FT.	ACRES	%
BUILDING	38,564	00.88	30.48
HARDSCAPE	43,549	00.99	34.42
LANDSCAPE	44,389	01.03	35.10
TOTAL AREA	126,502	02.90	100

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

PEAKS SITE PLAN

CONCEPTUAL SITE PLAN

11/07/2024



BUILDING 1

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

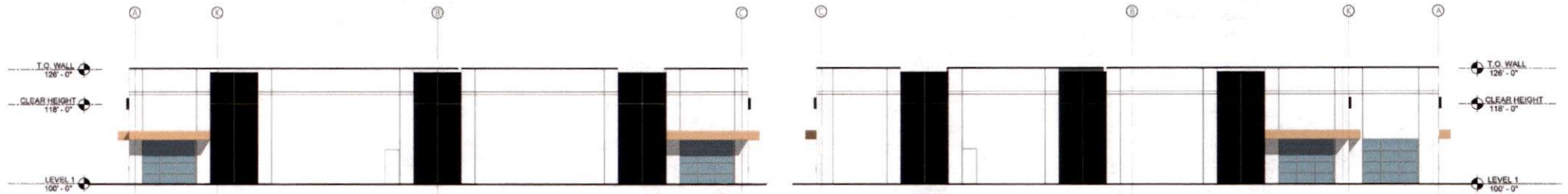
PEAK INDUSTRIAL - BUILDING 1

PRESENTATION FLOOR PLAN

29/06/2024



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



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

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



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

TOTAL AREA	
	GLASS AREA 2,285 SF
	METAL GARAGE DOOR AREA 1,433 SF
	METAL AWNING AREA 810 SF
	WHITE PAINTED CONCRETE AREA 11,984 SF
	BLACK PAINTED CONCRETE AREA 3,387 SF

PEAK INDUSTRIAL - BUILDING 1

PRESENTATION ELEVATION

11/07/2024



MEMORANDUM

September 27, 2024

To: Chair and Board Members
Community Development and Renewal Agency of Santaquin City (CDRA)

From: Jon Lundell, P.E., Santaquin City Engineer

RE: **Santaquin Peaks Subdivision Improvements – Change Order #5**

Chair and Board Members,

The Santaquin Peaks subdivision improvements are close to being completed and with the recent purchase of Lot 1, the funds are in place to complete the remaining improvements within the subdivision.

Change order number 5 includes the cost to complete the remaining improvements, which include pressure irrigation, culinary water lines, asphalt pavement, curb, gutter, storm drain, etc.

The original contract being awarded in July of 2023, since then the cost of materials has increased. As these increases are similar to other similar projects that have been bid, such as Santaquin Main Street, and as minimal escalation costs are allowed in the contract, there is no need to go back to an open bid process and we are able to coordinate with Greenhalgh construction to install these improvements.

The cost to install the remaining improvements associated with the development is \$621,443.61. This amount includes a 10% owner-controlled contingency of \$56,494.87. There are sufficient funds available from the executed sale of the properties within the subdivision to cover these additional costs.

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

Recommended Motion:

Motion to amend the awarded contract amount by an addition of \$621,443.61 to Greenhalgh Construction to a not to exceed amount of \$3,551,155.08 for the Santaquin Peaks subdivision improvements.

Date of Issuance:	Effective Date:	9-27-2024
Owner: CDRA of Santaquin City	Owner's Contract No.:	
Contractor: Greenhalgh Construction, LLC	Contractor's Project No.:	
Engineer:	Engineer's Project No.:	
Project: Santaquin Peaks Subdivision	Contract Name:	Santaquin Peaks Subdivision

The Contract is modified as follows upon execution of this Change Order:

Description: Add additional subdivision improvements along Timpanogos Terrace, Nebo way, and Dry Mountain Drive.

Attachments: *Construction Plans*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>Not to exceed 588,667.13</u>	Original Contract Times: Substantial Completion: <u>90 Days</u> Ready for Final Payment: <u>120 Days</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>2,929,711.47</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>August 15, 2024</u> Ready for Final Payment: <u>September 15, 2024</u> days
Contract Price prior to this Change Order: \$ <u>Not to exceed \$2,929,711.47</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>621,443.61</u>	Increase of this Change Order: Substantial Completion: <u>December 30, 2024</u> Ready for Final Payment: <u>January 15, 2025</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,551,155.08</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 30, 2024</u> Ready for Final Payment: <u>January 15, 2025</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (COST-PLUS)**

THIS AGREEMENT is by and between Santaquin City Corporation (“Owner”) and
VanCon, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Upgrading the Center Street lift station to a triplex submersible pump system and associated valving, electrical, controls, piping, electrical building, and required bypass pumping during construction activities.
- B. Converting an existing biosolids holding tank to a third biological process train including all aeration equipment, pumping system, blowers, mixers, discharge piping, flow meters, electrical, controls, etc.
- C. Adding a new Veolia (GE, Suez) Zenon membrane bioreactor (MBR) train into an existing basin within the existing WRF building, including; piping, valves, gates, baffle plates, chemical feed system extension, actuators, pumping systems, motors, blowers, headers, controllers, meters, electrical systems, mechanical systems, and tank coating
- D. Adding an additional reclaimed water pump and related equipment for operation
- E. Constructing a new biosolids holding tank with associated piping, valves, controls, pumps, tank cover, etc.
- F. Constructing a new solids handling support building including blowers, dewatering feed pumps, and associated electrical and HVAC/plumbing.
- G. Add solids load out facilities to existing dewatering building including screw conveyors, controls, building addition, roll-up doors, electrical, and HVAC improvements.
- H. Upgrade UV disinfection system; add new bulbs and relocate equipment to existing channel.
- I. Retrofit former treatment lagoons to additional storage ponds at the existing winter storage ponds facilities.
- J. Site civil and yard piping as required, offsite piping improvements, electrical, instrumentation, HVAC, and plumbing improvements as indicated in the Contract Documents, and all other items needed for a complete and functioning system.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Santaquin City WRF Phase 3 Upgrades.

2.02 *ENGINEER*

- A. The Project has been designed by J-U-B Engineers.
- 2.03 The Owner has retained J-U-B Engineers (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before August 01, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 31, 2026.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work related to Design Phase Services, a lump sum of: \$65,000 (Sixty-Five Thousand and no/100).
- B. For all Work related to Construction Phase Services, specifically for Construction Supervision and Management, a lump sum of: \$735,000 (Seven Hundred Thirty-Five Thousand and no/100).

- C. For all Work other than Unit Price Work, if any, the Cost of the Work plus a Contractor’s fee for overhead and profit, both of which shall be determined as provided in Articles 6 and 7 below, subject to additions and deletions as provided in the Contract Documents and subject to the limitations set forth in Article 8 below.
- D. For all Unit Price Work, if any, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work, if any, by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
No Unit Price Work is being established with the Agreement. If Unit Price Work is to be used for Construction purposes, Unit Pricing and quantities will be established by Change Order or by being included within a Guaranteed Maximum Price (GMP) (addendum/change order) at a later date.					
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract or by GMP or Change Order are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- E. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit or by future GMP or Change Order.

ARTICLE 5 – COST OF THE WORK

5.01 Cost of the Work shall be determined as provided in Paragraph 13.01 of the General Conditions.

ARTICLE 6 – CONTRACTOR’S FEE

6.01 Contractor’s fee shall be determined as follows:

- A. A fee based on the following percentages of the various portions of the Cost of the Work:
 1. Payroll costs (see Paragraph 13.01.B.1 of the General Conditions) 7%.
 2. Material and equipment costs (see Paragraph 13.01.B.2 of the General Conditions) 7%.
 3. Amounts paid to Subcontractors (see Paragraph 13.01.B.3 of the General Conditions) 7%.
 4. Amounts paid to special consultants (see Paragraph 13.01.B.4 of the General Conditions) 7%.
 5. Supplemental costs (see Paragraph 13.01.B.5 of the General Conditions) 7%.
 6. No fee will be payable on the basis of costs itemized in Paragraph 13.01.C of the General Conditions.

- B. Contractor guarantees that the maximum amount payable by Owner in accordance with Paragraph 7.01.A as a percentage fee (Guaranteed Maximum Price (Fee)) will not exceed 7%, subject to increases or decreases for changes in the Work as provided in Paragraph 9.01.B.

ARTICLE 7 – GUARANTEED MAXIMUM PRICE

- 7.01 Contractor guarantees that the maximum amount payable by Owner for the sum of the Cost of the Work Plus Contractor's fee under Article 7 (Guaranteed Maximum Price) will not exceed \$To Be Determined by GMP/Change Order at a later date, subject to increases or decreases for changes in the Work. The Guaranteed Maximum Price will not apply to Unit Price Work.

ARTICLE 8 – CHANGES IN THE CONTRACT PRICE

- 8.01 The amount of any increases or decreases in Contractor's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee which results from a Change Order shall be set forth in the applicable Change Order subject to the following:
 - A. If Contractor's fee is a percentage fee, Contractor's fee will adjust automatically as the Cost of the Work changes, subject to any Guaranteed Maximum Fee and Guaranteed Maximum Price.
 - B. Wherever there is a Guaranteed Maximum Price or Guaranteed Maximum Fee:
 - 1. In the case of net additions in the Work, the amounts of any increase in either Guaranteed Maximum (Price or Fee) shall be proportional to the increase in Contract Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Contractor, Subcontractors, or Suppliers.
 - 2. In the case of net deletions in the Work, the amount of any decrease in either Guaranteed Maximum (Price or Fee) shall be proportional to the decrease in Contract Price for such deletions to the Work.

ARTICLE 9 – PAYMENT PROCEDURES

9.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

9.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 25th day of each month during construction as provided in Paragraphs 10.02.A.1 and 10.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage).
 - 2) 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
2. *For Contractor's fee:* Progress payments on account of the Contractor's fee will be made as follows:
- a. If Contractor's fee is a fixed fee, payments prior to Substantial Completion will be in an amount equal to 95 percent of such fee earned to the date of the approved Application for Payment (less in each case payments previously made on account of such fee) based on the progress of the Work measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work on the number of units completed), and upon Substantial Completion in an amount sufficient to increase total payments to Contractor on account of his fee to 95 percent of Contractor's fee. In the event there is no Schedule of Values the progress of the Work will be measured as provided elsewhere in the Contract.
 - b. If Contractor's fee is a percentage fee, payments prior to Substantial Completion will be in an amount equal to 95 percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion in an amount sufficient to increase total payments to Contractor on account of that fee to 95 percent of Contractor's fee.

9.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

9.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 10 – INTEREST

- A. All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 11 – CONTRACTOR’S REPRESENTATIONS

- 11.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor’s compliance with any Laws or Regulations.

ARTICLE 12 – ACCOUNTING RECORDS

12.01 Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 13 – CONTRACT DOCUMENTS

13.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 10, inclusive).
 2. Performance bond (pages █ to █, inclusive).
 3. Payment bond (pages █ to █, inclusive).
 4. General Conditions (pages 1 to 71, inclusive).
 5. Supplementary Conditions (pages █ to █, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of To be Determined at a later date sheets with each sheet bearing the following general title: █ [or] the Drawings listed on the attached sheet index.
 8. Addenda (numbers █ to █, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Owner's Request for Proposal (RFP) (pages 1 to 21, inclusive).
 - b. Contractor's Proposal and Bid (pages 1 to 9, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 14.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 14.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 14 – MISCELLANEOUS

14.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

14.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

14.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

14.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 14.05:
 1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

14.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Santaquin City Corporation

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

110 South Center Street

Santaquin, Utah 84655

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)