

## RESOLUTION 01-02-2016

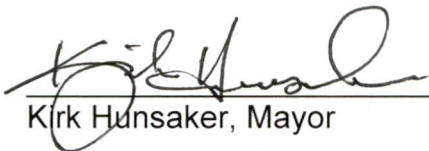
### A RESOLUTION OF SANTAQUIN CITY APPROVING A DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND MONTE R. DEPEW FAMILY TRUST


**WHEREAS**, The Monte R. DePew Family Trust ("Trust") owns and controls property within Santaquin City and desires to rezone a portion of their property in order to facilitate development of the same; and

**WHEREAS**, The Trust and Santaquin City desire to enter into an agreement to establish the terms and phasing of development on the Trust's property should a rezone of the property take place.

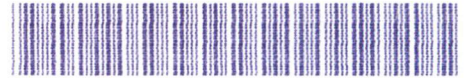
**NOW THEREFORE, LET IT BE RESOLVED**, that the governing body of Santaquin City approves the Development Agreement between Santaquin City and Monte R. DePew Family Trust as attached to this resolution and by this reference made part hereof.

Approved the 6<sup>th</sup> day of January, 2016.

  
Kirk Hunsaker, Mayor

  
Susan B. Farnsworth, City Recorder





**DEVELOPMENT AGREEMENT  
BETWEEN SANTAQUIN CITY AND MONTE R. DEPEW FAMILY TRUST**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the \_\_\_ day of December, 2015, by and between the Monte R. Depew Family Trust with Monte R. Depew and Marie A. Depew or their successors, Trustees (**Current Owners of Record**), (hereinafter referred to as the "Developer"), and Santaquin City, a fourth class city of the State of Utah (hereinafter referred to as the "City"), (together, the "Parties").

**RECITALS**

- A. WHEREAS, the Developer has submitted a request to the City for partial development of their property (Property), which is located within City limits and which is more particularly identified as parcel serial numbers 30:092:0008, 30:092:0001 and 30:0093:0034 on the Utah County Recorder records, and
- B. WHEREAS, the Developer seeks more specifically to develop up to four lots (the "Development") on the Property, which it intends to service by private infrastructure, and
- C. WHEREAS, the Parties desire to establish this Agreement in order to establish utility and public service responsibilities and development standards for the Development and any future development, or construction of improvements, on the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**SECTION I. DEFINITIONS**

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"After Acquired Property"** means any and all of the Property that has been or will be acquired by Developer, or its successors or assigns, after the date hereof which is adjacent to the Property and for which a development proposal is submitted.
- 1.2 **"Applicant"** means the person or entity that applies for the development of a Project.
- 1.3 **"Design Guidelines"** means Santaquin City Standard Specifications and Drawings, adopted by Santaquin City on June 20, 2012, pursuant to Resolution No. 05-01-2012, together with any subsequent amendments thereto.
- 1.4 **"New Home Sites"** means up to four new building sites anticipated to be developed on the Property, none of which shall be less than 1 acre in size.

ENT 4049:2016 PG 1 of 13  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Jan 14 5:00 pm FEE 0.00 BY MG  
RECORDED FOR SANTAQUIN CITY CORPORATION



- 1.5 **“Owners”** means the owners of the Property, or any part thereof, as indicated on the tax records of Utah County.
- 1.6 **“Project”** means any portion of the Property proposed for development by the Developer or any successors or assigns thereof and includes the Development.

## SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

### 2.1 General Rights and Responsibilities of Developer

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Developer accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, the City agreeing and representing that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Developer acknowledges that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Developer agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement or reduction for such fees, so long as such fees are applied uniformly within the City or service area. Although the Development will have some private infrastructure to handle culinary and sanitary sewer needs, the Applicant will pay the City’s approved impact fees for all other public services provided by the City and will, upon connection to public culinary and/or sewer services, pay the impact fees levied at the time of connection in accordance with this paragraph.

2.1.2 **Construction Mitigation.** Prior to any development of the Property, Developer shall provide measures in accordance with City Design Guidelines and ordinances, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within the Property. Additional reasonable site-specific mitigation measures may be required.

2.1.3 **Subsequent Applications Under Future Development Code.** Without waiving any rights granted by this Agreement, Developer may, from time-to-time or at any time, choose to submit some or all of the Property for development under the version of the City’s Development Code in place at the time of the application.

2.1.4 **Vested Rights in Development.** Subject to the provisions of this Agreement, Developer shall have the right for a term of five (5) years from the execution of this Agreement, to develop three (3) New Home Sites on the Property and five additional years to develop a fourth New Home Site. The New Home Sites may be developed separately or simultaneously but shall comply with all City land use ordinances in effect on the date that each complete application for development is submitted to the City. Land use regulations which are applicable to a future Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to applicable building codes, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or

amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

2.1.5 **After Acquired Property.** Developer agrees that its rights and obligations under this Agreement shall apply to any and all After Acquired Property as defined herein.

## 2.2 **General Rights and Responsibilities of the City**

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Developer's detriment may render the City liable to such remedies as may be available to Developer under such circumstances. The City acknowledges that a portion of the Owner's property is currently within an Agriculture Protection Area, which, so long as such designation remains in place, provides Owners certain legislative protections afforded under Title 17, Chapter 41 of the Utah State Code, as may be amended from time to time.

2.2.2 **Compliance with City Requirements and Standards.** Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it of its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project, in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Developer specifically acknowledges that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property, and agrees to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 **Power of Eminent Domain.** The City agrees that in the event that Developer needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Developer, may *consider* exercise of its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Developer so requesting.

2.3 **Recording.** The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

## SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

### 3.1 **Water**

#### 3.1.1 **Developer's Obligations.**



3.1.1.1 **Water System.** The Applicant for development of any Project, shall design and build an adequate water delivery system according to City specifications and standards for the Project, including all culinary, fire protection and irrigation standards.

3.1.1.1.1 Private Water Systems. An Applicant for development of a New Home Site may choose to connect to the City water system, or to construct and operate a private water system for the delivery of water to the New Home Site. Should an Applicant for a New Home Site choose to utilize a private water system, such system service laterals shall comply with City standards, including, but not limited to, appropriate pipe sizing and fittings necessary to connect a New Home Site to the Santaquin City water system in the future. The City shall have no responsibility for the construction, operation or maintenance of any private water facilities. If a New Home Site initially connected to a private water system desires to connect to a public water system, all private water distribution systems serving the New Home Sites shall be fully abandoned and city standard culinary delivery lines shall be constructed by the Applicant as necessary to connect to the City public water system.

3.1.1.1.2 Public Water Systems. Should an Applicant for a New Home Site choose to not utilize a private water system, Applicant shall construct all water facilities necessary to connect to the City's public water system and shall dedicate said facilities to the City. Prior to connection to the City water system Owner shall pay all fees, including but not limited to impact fees, required to connect to the City water system and shall comply with all City water dedication requirements applicable at the time of connection as described in section 3.1.1.2 of this Agreement. The obligations of Applicant or its successors or assigns shall include the construction of water distribution lines outside any Project and outside the Property as necessary to connect to the existing Santaquin City water system. Applicant shall be similarly responsible for such infrastructure at such time as any portion of a Project is developed.

3.1.1.2 **Satisfaction of Water Rights Requirement.** Developer hereby asserts that it is familiar with Santaquin City Code §8-1-10 A.2 and hereby agrees that prior to either approval of a final plat for, or issuance of a building permit on, the Property or any parcel of property that is included in a Project and which connects to a public water system, the owner of the subject parcels shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. This water dedication requirement shall also apply to any existing residential, agricultural or commercial use(s) on the Property, prior to any connection to the City culinary or pressure irrigation systems. Hookups for existing uses will only be allowed after dedication of water, or money in lieu of water payments, equivalent to the area being serviced by the connection and so long as the water use is restricted to that defined area. An applicant desiring to only connect to the City's culinary system may dedicate water solely for their reasonably anticipated indoor needs so long as the applicant will remain connected to a private irrigation system and not utilize City culinary system water for irrigation purposes. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights for the Property. The City shall not be

required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.1.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.1.1.2) and payment of impact fees, the City shall provide all use areas served by such infrastructure within a Project with water service at a level generally provided to other areas of the City.

### 3.2 Sanitary Sewer Service and Facilities

3.2.1 **Developer's Obligations.** In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of any Project, Developer voluntarily agrees as follows:

3.2.1.1 **Easements and Installation.** Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities, located within and outside the Project as the City determines to be necessary.

3.2.1.2 **Construction of Sewer Infrastructure.** Each Applicant for the development of a Project shall install, at its sole expense, all sewer lines and other infrastructure improvements which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements. The Parties acknowledge that the New Home Sites may be beyond the 300 feet proximity standard necessitating connection to the city system at this time. The City will not be obligated to construct sewer facilities to any portion of the Property or any Project at any particular time; rather, timing of sewer system improvements shall be at the sole discretion of the City. Owner agrees to connect, at Owner's expense, each Home Site to any future public sewer system, within 60 days of written request by the City to do so, so long as sewer lines are located within 300 feet of that New Home Site parcel and practicable for use. Developer's connection of wastewater facilities to the City wastewater treatment system shall not result in any responsibility or obligation to compensate Owner for the impact on private facilities constructed or installed by Owner or its agents, or for any remaining useful life of such facilities.

3.2.1.3 **Payment of Sewer Impact Fees.** All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.2.2 **City Obligations.** Upon construction to City specifications and standards of all sewer-related infrastructure improvements required to connect to the City's wastewater treatment system, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary wastewater-related improvements and easements, the City



shall provide to the Property, wastewater service at a level generally provided to other areas of the City.

### 3.3 **Transportation and Traffic Mitigation**

3.3.1 **Applicant's Obligations.** Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.3.1.1 **Plans and Permits.** Prior to any development of a Project, the Applicant shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

3.3.1.2 **Roads Within a Project.** In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. Projects including, but not more than, four New Home Sites, may utilize the City's rural private lane and rural public road standards for access. Prior to the construction of any of the improvements described herein, the Applicant shall obtain the City's written approval of all plans, drawings and specifications with respect to the alignment and construction of such road improvements. Applicant shall pay all costs of construction of such improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City if such are to be publicly owned and maintained. City shall at no time be obligated to accept the dedication of any roads, streets, or paved surfaces of any kind or use, which were not constructed in accordance with all applicable standards for the same, including the timely inspections of the same at each appropriate stage of construction. Proof of compliance with all such standards shall be the sole responsibility of the Developer.

3.3.1.3 **Sidewalk, Curb and Gutter.** Each Applicant for development of a Project shall construct, at its sole expense, all public Curbing & Pedestrian Pathways that may be required by the City in connection with the approval of any final subdivision or development plat, or building permit. Recognizing that the New Home Sites may be located on private roads and that such road corridor may become a public road in the future, owners of the Home Sites, or their successors or assigns, agree to pay for their proportionate amount of curb, gutter, sidewalk or other public road improvements, at such time that those improvements are constructed, whether by the City, any other governmental entity, or by a private developer.

#### 3.3.2 **City Obligations.**

3.3.2.1 **Dedication.** The City shall accept the dedication of all public streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties. Proof of compliance with construction standards and timely inspections shall be the sole responsibility of the Developer.

### 3.4 Utilities.

3.4.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible for the provision of all utility infrastructure within the Project, including (but not necessarily limited to) the following:

3.4.1.1 As provided in § 3.1 hereof, culinary and secondary water systems, including all appurtenances;

3.4.1.2 As provided in § 3.2 hereof, sewer and sanitary systems;

3.4.1.3 Runoff and storm drainage;

3.4.1.4 Natural gas;

3.4.1.5 Electricity;

3.4.1.6 Street lighting; and

3.4.1.7 Telecommunications.

3.4.2 **Easements, Rights-of-Way, Etc.** Developer shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the public infrastructure contemplated herein. Similar easements, rights of way, rights of entry or other servitudes shall be established by Developer or any Applicant for the installation, use, establishment of interest or rights, and maintenance of any private utility system constructed.

3.4.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned or rights-of-way controlled by the City as may be necessary to connect, link, construct, or accommodate utility improvements in the Project.

3.4.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All such utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Applicant.

## SECTION IV. ZONING

### 4.1 Amendment of the Santaquin Zoning Map.



4.1.1 **Zoning.** The Santaquin City Zoning Map shall be amended to include the Development in the R-43 Zone as depicted in Exhibit A of this Agreement. The area depicted in Exhibit A shows only three of the anticipated New Home Sites. Developer or their assigns must present the location and desired zoning for the fourth New Home Site for consideration by the City in accordance with the City's rezoning processes in affect at the time of desired development.

4.1.2 **Agriculture Protection Area.** The City further recognizes that upon completion of the development process, the current Agriculture Protection Area designation on the Property may be reviewed by Utah County for continuance of such designation. The City will not oppose the continuation of such designation.

## SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title, or which would apply to the Developer through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

5.2 **Transfer of Property.** Developer shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in a Project or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Developer's rights and obligations under this Agreement.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship between City and Developer.

5.4 **Consent.** In the event this Agreement provides for consent from the City or the Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, upon request by Developer, or with notice to Developer and Developer's consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Developers agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Developer of an itemized list of costs, expenses, and fees.

## SECTION VI. MISCELLANEOUS

- 6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- 6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.
- 6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Developer, and by legal counsel for the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.
- 6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by a Developer to any other party, individual or entity without assigning the obligations as well as the rights under this Agreement. The rights of the City under this Agreement shall not be assigned.
- 6.7 **Governing Law, and Dispute Resolution, and Attorneys’ Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 6.7.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties’ performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be Utah County, State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce, in whole or in part, this mediation clause or



in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

**6.7.2 Default Litigation.** If any Party hereto is required to engage the services of legal counsel by reason of the default of another Party, the nondefaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

**6.8 Notices.** Any notice or communication required 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 address set forth below:

If to City to:

*Santaquin City Recorder  
45 West 100 South  
Santaquin, UT 84655  
Facsimile: (801) 754-3526*

Copy to:

*Brett B. Rich, Esq.  
Nielsen & Senior  
15 W. South Temple, Suite 1700  
Salt Lake City, Utah 84101  
Email: bbr@ns-law.com*

If to Developer to:

*Monte R. & Avis A Depew  
13196 So Highline Canal Rd  
Payson, Utah 84651*

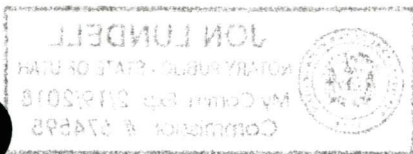
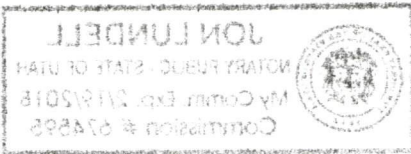
6.9 **Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of ten (10) pages, including notary acknowledgment forms, and one (1) additional exhibit, which constitute the entire understanding and agreement 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 proposed Development

6.10 **Duration.** This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, but shall not exceed five (5) years from the execution of this Agreement. In the event that less than all obligations hereunder have been satisfied this agreement shall expire and any further development of the Property shall proceed in accordance with all applicable laws and ordinances in effect at the time of a completed application for a project, including the requirements for dedication of water rights.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature Page to Follow)





SANTAQUIN CITY

[Signature]  
Kirk F. Hunsaker, Mayor

ATTEST:

[Signature]  
Susan Farnsworth, City Recorder

APPROVED AS TO FORM:

[Signature]  
Brett B. Rich, City Attorney

Developer: Monte R. Depew, Trustee of the Monte R Depew Family Trust

Monte R. Depew  
Print

Monte R Depew  
Signature

STATE OF UTAH )  
:SS  
COUNTY OF UTAH )

On this 8 day of January, 2016, before me personally appeared (Developer Name) Monte R. Depew, personally known to me, who after being duly sworn acknowledged to me that he executed this document. Witness my hand and official seal.

[Signature]  
Notary Public



Developer: Avis A. Depew, Trustee of the Monte R Depew Family Trust

Avis A. Depew  
Print

Avis A. Depew  
Signature

STATE OF UTAH )  
:SS  
COUNTY OF UTAH )

On this 8 day of January, 2016, before me personally appeared (Developer Name) Avis A. Depew, personally known to me, who after being duly sworn acknowledged to me that he executed this document. Witness my hand and official seal.

[Signature]  
Notary Public



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Exhibit A Legal description of the proposed Development

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature Page to Follow)

