



RESOLUTION 07-03-2018

**A RESOLUTION APPROVING A REMUNERATION AGREEMENT FOR
THE EXTENSION OF SUMMIT RIDGE PARKWAY TO US-6 MAIN
STREET**

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

WHEREAS, the City of Santaquin, HG-Utah-1 and Utah Summit Partners have a common desire to extend Summit Ridge Parkway to US-6 Main Street for community connectivity, public health and safety of the current and future residents of Summit Ridge; and


WHEREAS, all parties have come together to share in the cost of said road way extension;

NOW THEREFORE, be it resolved by the Santaquin City Council to approve the attached funding and reimbursement agreement with HG Utah 1 and Utah Summit Partners for the extension of Summit Ridge Parkway to US-6 Main Street.


ADOPTED AND PASSED by the City Council of the City of Santaquin, Utah this 18th day of July, 2018.



CITY OF SANTAQUIN


Kirk F. Hunsaker, Mayor

Attest


Susan B. Farnsworth, City Recorder

FUNDING AND REIMBURSEMENT AGREEMENT

THIS FUNDING AND REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of the 15 day of August, 2018 (the "Effective Date") by and between HG-UTAH-1, LLC, a Utah limited liability company ("HG Utah"), Utah Summit Partners, LLC, a Utah limited liability company ("USP") and SANTAQUIN CITY, a fourth class city of the State of Utah ("City" or "Santaquin") (together, the "Parties").

RECITALS

- A. WHEREAS, the Annexation and Development Agreement for the Summit Ridge Project Area was entered into December 6, 2000 and was recorded in the official records of the Utah County Recorder, December 28, 2000 as Entry No. 102458:2000 and the official records of the Juab County Recorder, December 28, 2000 as Entry No. 00222421 (the "Development Agreement"); and
- B. WHEREAS, HG Utah has acquired title to a majority of the Summit Ridge Project Area and has agreed to cooperate with the City as reasonably necessary to comply with the terms of the Development Agreement and all Amendments thereto; and
- C. WHEREAS, HG Utah is currently in the process of selling significant portions of the of Summit Ridge Project Area to USP; and
- D. WHEREAS, HG Utah and USP desire to work in partnership with Santaquin to participate in funding the Initial Phase of construction of a roadway connecting Summit Ridge Parkway to Utah State Highway 6, Main Street, which will establish a second improved access to the Summit Ridge Project Area; and
- E. WHEREAS, Santaquin, HG Utah and USP have determined that the aforementioned extension of Summit Ridge Parkway is in the best interests of HG Utah, USP, the City and the residents of Santaquin City, including those of Summit Ridge; and
- F. WHEREAS, Santaquin has determined that the reimbursement mechanism hereunder is in the best interests of the City and its residents, including the citizens of Summit Ridge; and
- G. WHEREAS, this Agreement shall not modify the Development Agreement, which continues in full force and effect; and
- H. WHEREAS, the terms and conditions set forth in this Agreement are consistent with the planning objectives and goals of the approved Planned Community Program for the Summit Ridge Project Area approved pursuant to Ordinance No. 5-2-2000, and with the Santaquin City General Plan;

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 is not otherwise defined herein shall have the usual and customary meaning. Terms defined herein are as follows:

1.1 “Benefited Parcels” shall mean the following described parcels of property, whose owners are not parties to this Agreement: a) Parcel 32:009:0070 (Cherry Springs Properties, LLC.); b) Parcels 32:009:0054, 32:009:0055, 32:009:0057, 32:009:0058, 32:009:0060, 32:009:0061 (Summit Creek Irrigation and Canal Company); and Parcel 29:036:0093 (Rowley’s South Ridge Farms), all as described in the records of the Utah County Recorder.

1.2 “Design Guidelines” means the Santaquin City Specification and Design Guidelines as the same may be amended from time to time.

1.3 “HG Utah” means HG-Utah-1, LLC, its assigns and successors in interest, whether in whole or in part.

1.4 “USP” means Utah Summit Partners, LLC, its assigns and successors in interest, whether in whole or in part.

1.5 “Initial Phase” means the initial phase of the design and construction of the Parkway Extension, consisting of a two-lane roadway in the area depicted on Exhibit A.

1.6 “Land” means that part of the “Summit Ridge Project Area” owned as of the Effective Date hereof by HG Utah.

1.7 “Parkway Extension” means that portion of road that Santaquin intends to construct between and connecting the existing Summit Ridge Parkway and Utah State Highway 6 (approximately 1000 West Main Street, Santaquin), more particularly described in Exhibit A hereto.

1.8 “Summit Ridge Project Area” or “Summit Ridge” means the area described in the “Summit Ridge Communities Conceptual Plan,” a copy of which is attached hereto as Exhibit B.

SECTION II. SPECIFIC PROVISIONS

2.1 Parkway Extension Project. HG Utah and USP agree to cooperate with Santaquin in

the design, construction and financing of the Initial Phase pursuant to the terms and conditions set forth in this Agreement.

2.2 Timing. Santaquin has completed the design of the Initial Phase of the Parkway Extension. The Parties agree to proceed with the construction of the Initial Phase as soon as reasonably practicable and proceed in a timely manner until completion.

2.3 Construction Standards. The Parkway Extension will be an arterial street as defined in the Design Guidelines. All design, construction and warranties associated with the Parkway Extension shall comply with the Design Guidelines and all other applicable regulations and standards. The Initial Phase of the Project will be for the construction of two lanes of roadway. HG Utah and USP shall not be responsible hereunder for costs and expenses incurred in any future expansion of the Initial Phase into a four lane arterial roadway.

2.4 Acquisition of Property and Rights-of-Way. Santaquin, with the assistance of HG Utah, has acquired all real property, rights-of-way and easements necessary for the construction of the Initial Phase, including temporary construction easements, and drainage easements. If it is determined that any additional real property, rights-of-way and easements necessary for the construction of the Initial Phase are needed, Santaquin will acquire said items at its sole cost and expense.

2.5 Financing of Construction. Santaquin shall be responsible for obtaining financing for the design and construction of the Initial Phase and any future phases of the Parkway Extension. Together, HG Utah and USP, agree to participate in the City's funding of the Initial Phase as set forth herein. The total estimated costs for the design and construction of the Initial Phase are \$3,606,960.00. Santaquin shall be responsible for obtaining a \$700,000.00 grant from the Mountainland Association of Governments, or replacement funding (the "\$700,000 Grant"), to offset costs associated with the intersection improvements along US-6 Main Street. The total remaining costs are estimated to be \$2,906,960.00. Should Santaquin fail to obtain the necessary funding, either in the form of grants or bonds, Santaquin reserves the right, at its sole discretion, to cancel the construction of this Initial Phase and/ or the Parkway Extension in its entirety, and by written notice, terminate this Agreement, release HG Utah and USP from their obligations hereunder, and immediately refund any amounts previously paid by HG Utah or USP under this Agreement.

2.5.1 HG Utah and USP's maximum combined total share of the design and construction of the Initial Phase, notwithstanding the actual cost thereof, shall be \$1,460,000.00 (the "HG Utah/ USP Maximum Share") payable to the City in ten annual payments of \$146,000.00 (the "Annual Payment"), provided Santaquin shall not be in default hereunder. The first Annual Payment is due thirty (30) days prior to the due date of the City's first debt service payment (the "First Bond Payment") for the 2018 Santaquin City Roads Bond ("Bond"); a date which will be capable of determination upon the closing of the City's Bond. The second (2nd) through the tenth (10th) Annual Payments will be due annually on the anniversary of the First Bond Payment. Notification of the date of the First Bond Payment and payment schedule shall be provided by the City to HG Utah and USP on or before the date the City closes on the Bond. .

2.5.1.1 HG Utah agrees the City may secure the remaining balance of the HG Utah/ USP Maximum Share with monies owed by Santaquin to HG Utah as reimbursements for certain Infrastructure Improvements pursuant to Section 3.2.4 of the Summit Ridge Annexation and Development Agreement, a copy of which is attached hereto as Exhibit C (the "Infrastructure Improvements Reimbursements"). HG Utah agrees that the City may place the Infrastructure Improvements Reimbursements in an escrow account (the "Infrastructure Improvements Reimbursement Account") to provide security for the balance of the Annual Payments owed hereunder. HG Utah may draw down or withdraw all sums in the Infrastructure Improvements Reimbursement Account in excess of the remaining balance of the Annual Payments owed hereunder. No interest shall accrue or be owing, except that, any Annual Payment not paid by the due date shall accrue interest at the rate of 1% per month until paid. Under no circumstances shall HG Utah or USP be responsible for any cost overruns in connection with the Initial Phase or Santaquin's failure to obtain the \$700,000.00 Grant.

2.5.2 Santaquin shall pay and be solely responsible for all amounts incurred in connection with the Initial Phase in excess of the HG Utah/ USP Maximum Share. Santaquin assumes all risk and liability for cost overruns in connection with the Initial Phase and any failure to obtain the \$700,000.00 Grant.

2.5.3 Santaquin will pay the actual costs of the design and construction of the Initial Phase, utilizing its General Fund, sale of surplus properties, bonds, grants and/or loans, etc. The funding mechanisms utilized by the City for meeting its funding obligations as outlined in this Agreement are solely the responsibility of the City. In no event shall HG Utah or USP be required to collectively contribute more than the HG Utah/ USP Maximum Share.

2.6 Benefited Parcel Connection Agreements. The City acknowledges that the Benefited Parcels shall benefit from the Initial Phase at such time as the Benefited Parcels shall be developed. HG Utah and USP, together, have agreed to participate in the City's funding of the Initial Phase with the express agreement that the City shall require the owner of each development within a Benefited Parcel to enter into an agreement with the City for the payment of the development's proportionate share of the Initial Phase (based on the development's frontage on the Initial Phase), for a period of twenty (20) years from the execution of this Agreement, as a condition of allowing the development within a Benefited Parcel to connect to the Santaquin City Culinary Water System, Santaquin City Pressurized Irrigation Water System, or Santaquin City Sanitary Sewer System. Additionally, in the event of an annexation, or partial annexation, of the Benefited Parcels into Santaquin City, Santaquin shall require the owner of each annexed Benefited Parcel to enter into an agreement with the City for the payment of the development's proportionate share of the Initial Phase frontage, as a condition of annexation, approval of a final plat, or issuance of any permit for residential or commercial development upon any portion of a Benefited Parcel (the City/ Benefited Parcel agreements, collectively, the "Benefited Parcel Connection Agreements"). Any such Benefited Parcel Connection Agreement shall expressly require the applicant to pay to Santaquin its proportionate share of the Initial Project, in the amount set forth in Exhibit E

hereto, prior to issuing any of the above-listed connections or approvals. This section 2.6 shall not be interpreted to require the owner of a development within a Benefited Parcel to pay more than its proportionate share of the total amount of the reimbursement allocated to the Benefited Parcel.

2.6.1 Distribution of Funds Collected from Benefited Parcels. Santaquin shall first use any funds collected under the Benefited Parcel Connection Agreements to reimburse HG Utah and USP for any Annual Payment made hereunder, and second, to reduce the remaining balance of the HG Utah/ USP Maximum Share until paid in full. Thereafter, Santaquin shall be entitled to retain the remaining funds collected.

2.6.2 Santaquin's Obligation to Enter Into, Enforce and Collect under the Benefited Parcel Connection Agreements. HG Utah and USP shall be entitled to pursue all legal and equitable remedies, including without limitation, specific performance, against Santaquin for its failure to execute, enforce and collect upon the Benefited Parcel Connection Agreements until such time as HG Utah/ USP Maximum Share is paid in full. In the event that the laws of the State of Utah preclude Santaquin from enforcing and/or collecting all or part of the reimbursements described in Section 2.6, Santaquin shall not be liable to HG Utah or USP for the repayment of the Benefited Parcel's proportionate share of the Initial Phase. In that event, Santaquin shall cooperate with HG Utah and USP in implementing any legal, reasonable alternative to provide HG Utah and USP reimbursement in cash or by other equivalent means hereunder.

2.6.3 Material Inducement. Santaquin acknowledges that its obligations under this Section 2.6 are for the benefit of Santaquin residents, and are a material part of and a material inducement for HG Utah and USP to enter into this Agreement. Neither HG Utah nor USP would have entered into this Agreement but for this Section 2.6.

2.7 Administration of the Design and Construction. The Parties acknowledge and agree that design and construction of the Initial Phase are governed by specific requirements of various governmental entities. Santaquin City will oversee and administer all aspects of the scheduling, engineering, design, bidding, inspection and construction associated with the Initial Phase and will exercise its reasonable discretion regarding all aspects of the Initial Phase, subject to the terms and conditions herein. The City will maintain complete records of the Initial Phase, which records may be inspected by HG Utah or USP at any reasonable time; and will advise HG Utah and USP of any material changes in construction schedules and costs. This Section 2.7 shall not be construed to obligate HG Utah or USP to pay any amounts over and above the HG Utah/ USP Maximum Share.

2.8 Indemnification. The City will indemnify and hold harmless HG Utah and USP and any of its officers, agents, employees, successors and assigns for all damages and costs resulting from claims asserted by third parties for bodily injury and/or property damage arising from the City's actions or inactions hereunder.

2.9 Use as a Public Thoroughfare. Upon completion of the design and construction of the Initial Phase, the Initial Phase will be dedicated for use of the public as a public thoroughfare,

for public use consistent with the use of other public roads and highways operated by the City. The City shall be responsible for all costs of maintenance and repair.

SECTION III. MISCELLANEOUS

3.1 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.

3.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

3.3 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.

3.4 Construction. This Agreement has been reviewed and revised by legal counsel for HG Utah, USP 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.

3.5 Further Assurances, Documents and Acts. Each Party hereto 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.

3.6 Assignment. HG Utah and/or USP shall have the right to assign all of its rights and responsibilities, including its payment obligations, under this Agreement to a third party without the approval of the City. HG Utah and/or USP shall notify the City of any such assignment. The rights and obligations of the City under this Agreement shall not be assigned, except the City is authorized to enter into a contract with a third party to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

3.7 Agreement to Run with the Land. A Memorandum of this Agreement shall be recorded against the Land and shall be deemed to run with the Land.

3.8 Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. 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 each 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 to the dispute. Venue of the mediation shall be the State of Utah. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction in Utah's Fourth Judicial District. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequently agreed-upon arbitration proceeding or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action. In the event any dispute arising hereunder is not resolved through mediation, the parties to that dispute may pursue any other remedy allowed by law. Any agreement by the Parties to arbitrate shall be governed by the agreement of the Parties.

3.9 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 addresses set forth below:

If to HG-Utah-1, LLC to:

With a copy to:

HG-Utah-1, LLC	York, Howell, and Guymon
1 Summit Ridge Parkway	6405 South 3000 East #150
Santaquin, Utah 84655	Salt Lake City, UT 84121
801-754-3160	Attention.: Paxton Guymon
Attention: Robb Horlacher	Dawn Soper

If to Utah Summit Partners, LLC to:

With a copy to:

Utah Summit Partners LLC	Stoel Rives LLP
978 E Woodoak Lan	201 S Main Street, Suite 1100
Salt Lake City, Utah 84117	Salt Lake City, Utah 84111

801-747-7000	801-578-6981
Attention: Rick Lifferth	Attention: Meg Krivanec

And

Salisbury Land Development LLC	
494 West 1300 North	
Springville, Utah 84663	
801-491-9091	
Attention: Rick Salisbury	Attention:

If to City to:

With a copy to:

Susan Farnsworth	Nielsen & Senior
Santaquin City Recorder	P.O. Box 970663
275 West Main Street	Orem, Utah 84097
Santaquin, Utah 84655	Attention: Brett B. Rich
Facsimile: (801) 754-3526	

3.10 Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other like agreement or relationship between the Parties.

3.11 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

3.12 Counterparts and Exhibits. This Agreement may be executed in duplicate counterparts, each of which is deemed to be an original. This Agreement consists of eight (8) pages, and an additional four (4) exhibits, which together 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 Map Depicting the Summit Ridge Parkway Extension
- Exhibit B Summit Ridge Communities Conceptual Plan
- Exhibit C Summit Ridge Annexation and Development Agreement, Section 3.2.4
- Exhibit D Summit Ridge Annexation and Development Agreement, Section 2.2.2 as amended by Section 2.5 of the "First Amendment To The Annexation and Development by and among Summit Ridge Communities, LLC., Santaquin City, and KBS Farm Holdings, LLC. dated October 25, 2006"

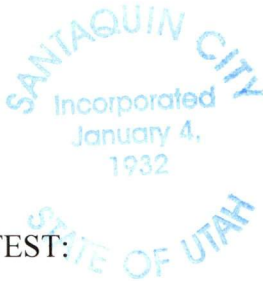
Exhibit E Benefited Parcel Connection Agreement

3.13 Duration. This Agreement shall continue in force and effect until all obligations contained herein have been satisfied.

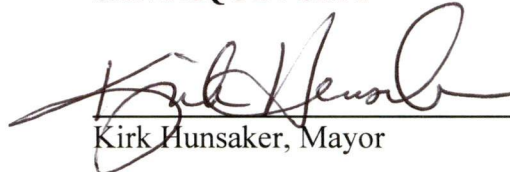
3.14 Acknowledgment. By its signature below each of the Parties acknowledges its obligations under this Agreement; affirms that it is authorized to perform each of those obligations; and shall be subject to all of the terms and conditions of this Agreement upon execution by both Parties.

(Signature Pages Follow)

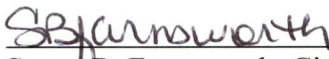
IN WITNESS WHEREOF, this Funding and Reimbursement Agreement has been executed by HG-Utah-1, LLC, Utah Summit Partners, LLC and by the City of Santaquin, as of the 15 day of August, 2018.



SANTAQUIN CITY


Kirk Hunsaker, Mayor

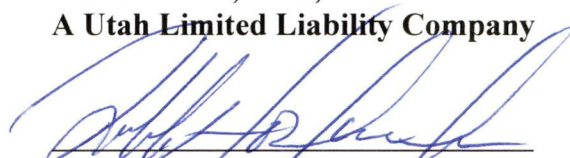
ATTEST:


Susan B. Farnsworth, City Recorder

APPROVED AS TO FORM:


Brett B. Rich, City Attorney

**HG-UTAH-1, LLC,
A Utah Limited Liability Company**

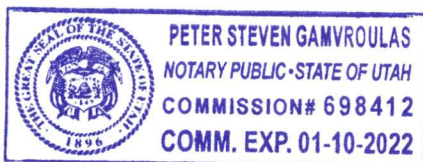

Robb Horlacher, Manager

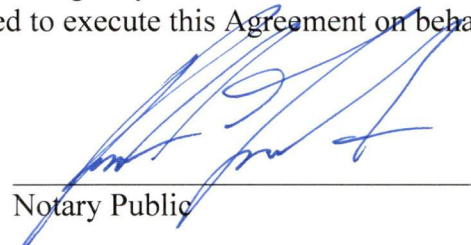
STATE OF UTAH

SS:

COUNTY OF UTAH

On this 14th day of AUGUST, 2018, personally appeared before me Robb Horlacher, who is personally known to me and after being duly sworn stated that he is the Manager of HG-UTAH-1, LLC; that he is authorized to execute this Agreement on behalf of HG-UTAH-1, LLC; and that he executed the same.




Notary Public

**UTAH SUMMIT PARTNERS, LLC,
A Utah Limited Liability Company**



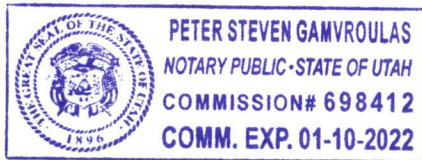
Rick Lifferth

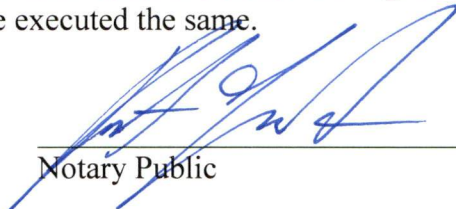
STATE OF UTAH

SS:

COUNTY OF UTAH

On this 14TH day of AUGUST, 2018, personally appeared before me Rick Lifferth, who is personally known to me and after being duly sworn stated that he is the Manager of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners, LLC; and that he executed the same.





Notary Public

And



Rick Salisbury


STATE OF UTAH

SS:

COUNTY OF UTAH

On this 14 day of August, 2018, personally appeared before me Rick Salisbury, who is personally known to me and after being duly sworn stated that he is the Member of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners; and that he executed the same.



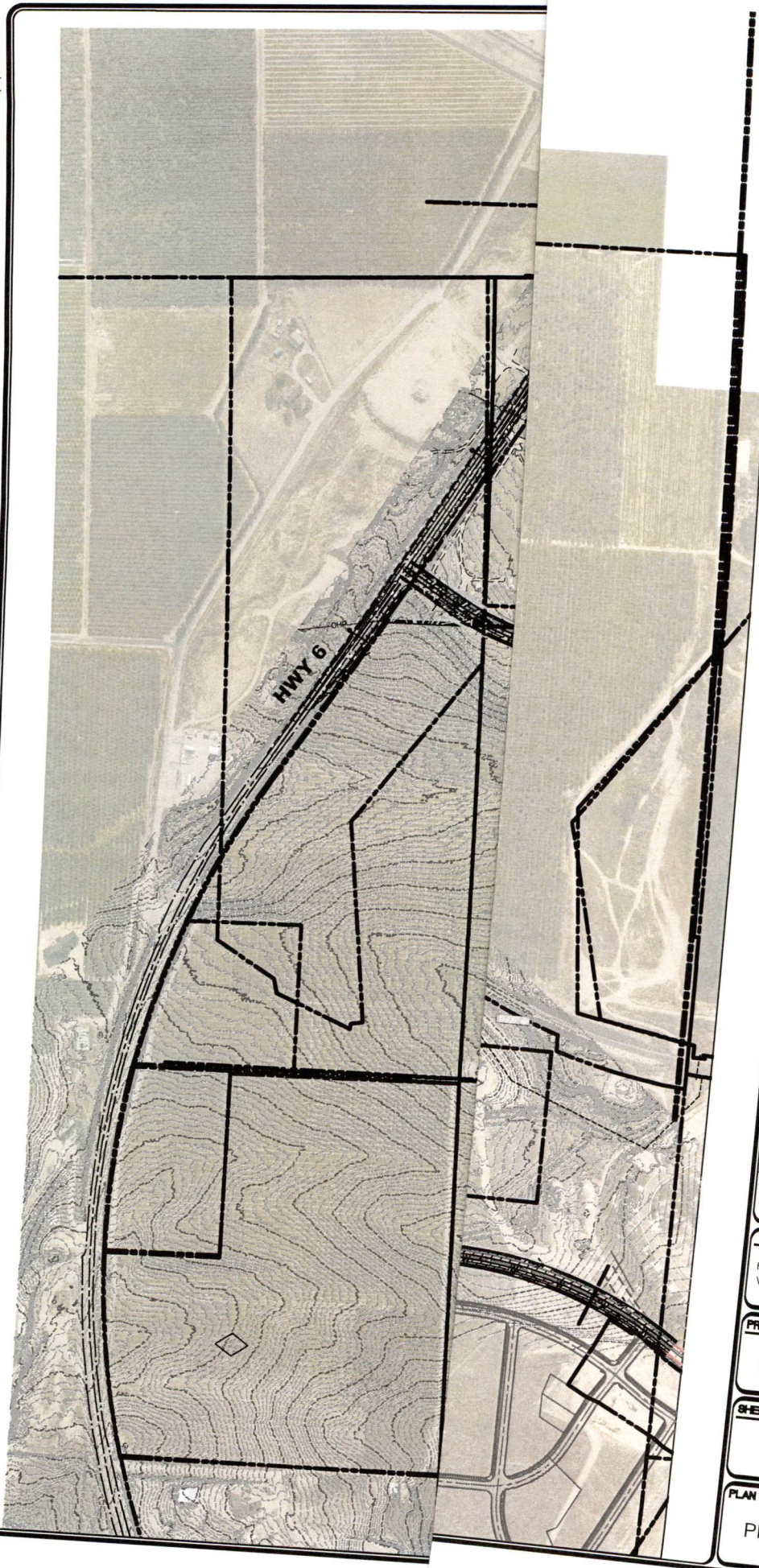


Notary Public

EXHIBIT A
(Map Depicting the Summit Ridge Parkway Extension)

1/12/2017

H:\PROJ\Summit\Summit_City\Summit_Ridge_Parkway\08-Drwg\Design_Base\DESIGN_BASE_SUMMIT RIDGE_DRIVE.dwg



CONSTRUCTION NOTES

1.

WARNING
CALL BLUE STAKES



REVISIONS

1.

DRAWN: RJM
 DESIGNER: RJM
 REVIEWED: JNS
 PROJECT #

SCALE

HORIZ: 1"=250'
 VERT: N/A
 (24" x 36" SHEET)

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET, ADJUST FOR A HALF SIZE SHEET.

PROJECT NAME

SUMMIT RIDGE DRIVE

SHEET TITLE

OVERALL

PLAN SET:

PRELIM

SHEET

2.0

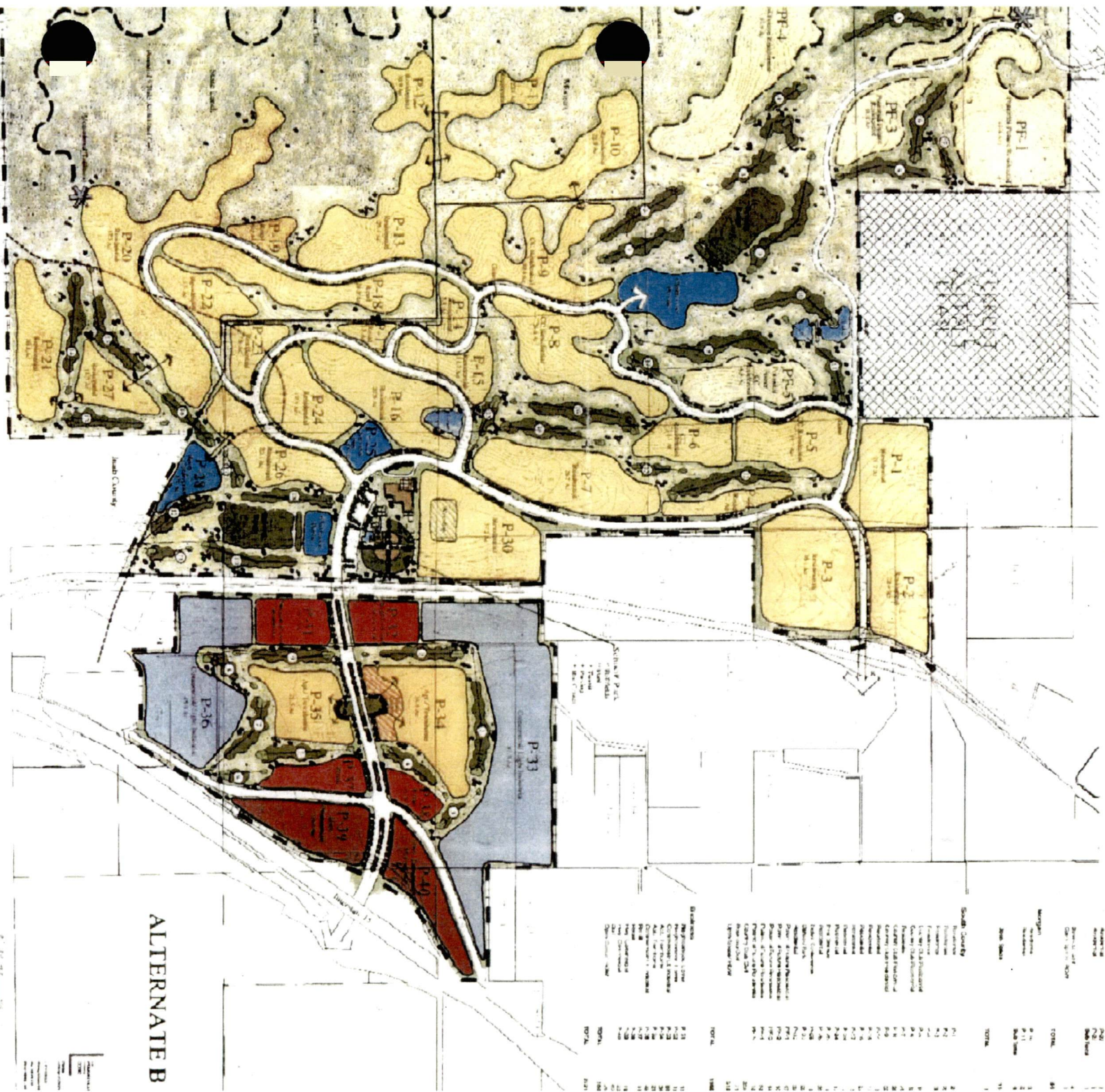
EXHIBIT B
(Summit Ridge Communities Conceptual Plan)

SUMMIT RIDGE AT SANTA AQUIN

Santaquín, Utah

General Development Plan

Scale: As Shown 1" = 100'



Summit Ridge at Santaquín
Development Summit
Utah, Landmark 2011

Lot No.	Area (Acres)	Area (Sq. Ft.)
P-1	1.12	48,000
P-2	1.12	48,000
P-3	1.12	48,000
P-4	1.12	48,000
P-5	1.12	48,000
P-6	1.12	48,000
P-7	1.12	48,000
P-8	1.12	48,000
P-9	1.12	48,000
P-10	1.12	48,000
P-11	1.12	48,000
P-12	1.12	48,000
P-13	1.12	48,000
P-14	1.12	48,000
P-15	1.12	48,000
P-16	1.12	48,000
P-17	1.12	48,000
P-18	1.12	48,000
P-19	1.12	48,000
P-20	1.12	48,000
P-21	1.12	48,000
P-22	1.12	48,000
P-23	1.12	48,000
P-24	1.12	48,000
P-25	1.12	48,000
P-26	1.12	48,000
P-27	1.12	48,000
P-28	1.12	48,000
P-29	1.12	48,000
P-30	1.12	48,000
P-31	1.12	48,000
P-32	1.12	48,000
P-33	1.12	48,000
P-34	1.12	48,000
P-35	1.12	48,000
P-36	1.12	48,000
TOTAL	39.72	1,728,000

Lot No.	Area (Acres)	Area (Sq. Ft.)
P-1	1.12	48,000
P-2	1.12	48,000
P-3	1.12	48,000
P-4	1.12	48,000
P-5	1.12	48,000
P-6	1.12	48,000
P-7	1.12	48,000
P-8	1.12	48,000
P-9	1.12	48,000
P-10	1.12	48,000
P-11	1.12	48,000
P-12	1.12	48,000
P-13	1.12	48,000
P-14	1.12	48,000
P-15	1.12	48,000
P-16	1.12	48,000
P-17	1.12	48,000
P-18	1.12	48,000
P-19	1.12	48,000
P-20	1.12	48,000
P-21	1.12	48,000
P-22	1.12	48,000
P-23	1.12	48,000
P-24	1.12	48,000
P-25	1.12	48,000
P-26	1.12	48,000
P-27	1.12	48,000
P-28	1.12	48,000
P-29	1.12	48,000
P-30	1.12	48,000
P-31	1.12	48,000
P-32	1.12	48,000
P-33	1.12	48,000
P-34	1.12	48,000
P-35	1.12	48,000
P-36	1.12	48,000
TOTAL	39.72	1,728,000

ALTERNATE B

EXHIBIT C

(Summit Ridge Annexation and Development Agreement, Section 3.2.4)

3.2.4 Impact Fee Reimbursements. Developer shall be reimbursed by the City in connection with its collection of impact fees as set forth in this Section 3.2.4. Developer shall provide the City with a request for such impact fee reimbursement, together with itemization of expenditures and supporting paid invoices for the City's review and approval. The City shall pay Developer, or its successor, impact fee reimbursements on a quarterly basis within thirty (30) days of the end of each quarter. Such payments shall be based on the number of building permits completed in the Land during the preceding quarter.

(a) The City shall pay culinary impact fee reimbursements to Developer, or its successors, at a rate of 100% of the culinary water portion of impact fees collected from the Land during the applicable quarter. Such reimbursements shall continue until the Developer has been completely reimbursed for the reasonable applicable culinary water infrastructure costs expended by Developer.

(b) The City shall pay sewer impact fee reimbursements to Developer, or its successors, at a rate of 30% of the sewer portion of impact fees collected from the Land during the applicable quarter. Such reimbursements shall continue until the Developer has been completely reimbursed for the reasonable applicable sewer infrastructure costs expended by Developer.

(c) In the event the City institutes a pressurized irrigation impact fee, The City may consider an appropriate pressurized irrigation system impact fee reimbursement to Developer, or its successors, for the applicable pressurized irrigation system portion of impact fees collected from the Land.

EXHIBIT D

Summit Ridge Annexation and Development Agreement, Section 2.2.2 as amended by Section 2.5 of the "First Amendment To The Annexation and Development by and among Summit Ridge Communities, LLC., Santaquin City, and KBS Farm Holdings, LLC. dated October 25, 2006"

Section 2.5 of the addendum amended Section 2.2.2 Summit Ridge Annexation and Development Agreement by adding the following new provision at the end of that Section 2.2.2)

Section 2.2.2 "The permitted residential density for the Land is 2600 residential units. For each lot platted after the first 400 lots and up to the 2000th lot, Developer will pay to the City \$850 at the time the plat for such lot is recorded."

EXHIBIT E

(Proportionate Funding to be Contributed By the Benefited Parcels for the Initial Phase)

Estimated ROW Construction Costs (36')* \$ 305.92

<u>Developable Parcels</u>	<u>Frontage</u> (From Utah County Parcel Map)	<u>Proportionate Share of Roadway Costs</u>	
29:036:0093	294	\$	89,940.48
32:009:0070	435.97	\$	133,371.94
32:009:0054	467.06	\$	142,883.00
32:009:0055	720.44	\$	220,397.00
32:009:0057	1394.24	\$	426,525.90
32:009:0058	1212.33	\$	370,875.99
32:009:0060	436.31	\$	133,475.96
32:009:0061	435.86	\$	133,338.29
	Total:	\$	1,517,470.27

* *Note:* \$305.92 is the Santaquin City Engineer's estimate of per linear foot costs of construction for a standard (36') collector road in Santaquin and is currently used for the city's bond tabulations for all road construction projects within city limits as of April 2018.