Lehi City Council Meeting
Agenda
December 12, 2023

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

    2.1. Finance Update

    2.2. Fiber Network Update

    2.3. Discussion of Subdivision Review Process

3. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

4. Administrative Report

5. Mayor and Council Reports
   Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

    2.1. Presentation to Retiring Councilmembers

3. 20 Minute Citizen Input
   (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda

    4.1. Approve the option to extend the 2021 agreement with Staker & Parson Construction for road

projects.
ROADS 2021 Roads Project Extension.docx

4.2. Approve Minutes from the City Council Work Session and Regular Meetings.
110723 WS.pdf
080823CC1.pdf

4.3. Approve Purchase Orders
PO Index.docx
PO. - WorkSpaceElements - Facilities Shop.pdf
Noland & Sons PO.pdf
Noland & Sons PO (2).pdf

4.4. Approve the 2024 City Council Meeting Schedule
2024 Meeting Schedule.docx

4.5. Approve Surplus Items
Switchgear_Surplus_Memo 2023-12-08 17_49_40.pdf

Regular Agenda

5. FY2024 Budget Amendment
a. Public Hearing
b. Consideration of Resolution #2023-72 amending the current FY 2024 budget for Lehi City.
c. Adjourn for a Local Building Authority meeting to approve its amended budget.

Petitioner: Lehi City
Res 2023-72.doc
Budget Adjustment #1.pdf

6. Sale of Significant Parcel - *This item has been pulled from the Agenda*
a. Public Hearing
b. Consideration of Resolution #2023-73 approving a real estate purchase sales contract for the property at approximately 1200 S 1100 West.

Petitioner: Lehi City
Resolution-Real Estate Purchase Agreement (Strata Networks).docx
Real Estate Purchase Contract For Land (UAR 19).pdf
Addendum (UREC) (1).pdf

7. Consideration of Resolution #2023-74 approving an agreement for the Loop Road with Holy Cross Mountain Point Medical, Salt Development and Howland Development.

Petitioner: Lehi City
Resolution-Approval of Hospital Development Agreement (Loop Road).docx
Hospital Development-Loop Road Agreement.pdf

8. Consideration of Resolution #2023-75 awarding the Family Park Estates lot sale RFP and authorizing staff to negotiate and execute the real estate purchase sales contracts for 6 lots in the Family Park Estates subdivision located at approximately 1800 N 600 East.
Petitioner: Lehi City
Resolution-Family Park Estates Lot RFP Approval.docx
RFP to Sell Lots at Family Park Estates Final.pdf

9. Consideration of Resolution #2023-76 approving a change order for the Fiber Network Project.
Petitioner: Lehi City
Resolution-Change Order Approval (Fiber Network).docx
Lehi City Change Order 004 Traverse Mtn Addition complete with exhibits.pdf

10. Consideration of Resolution #2023-77 approving an agreement with Metal Arts Foundry for the installation of historical marker signs in Lehi City.
Petitioner: Lehi City
Resolution-Approval of Historical Marker Signs Agreement (Metal Arts Foundry).docx
Lehi Marker Contract signed by MAF.pdf

11. Consideration of Resolution #2023-78 authorizing a tax certificate and agreement for UAMPS' Payson Power Project for prepaid natural gas.
Petitioner: Lehi City
Lehi Participant Resolution for Prepaid Gas.pdf

12. Consideration of Resolution #2023-79 approving two agreements between Lehi City and Nolan & Son Construction for the installation of pressurized irrigation main and construction of a box culvert.
Petitioner: Lehi City
Resolution-Approval of Agreements with Nolan and Son Construction.docx
300 West agreement.pdf
600 North box culvert agreement.pdf

13. Consideration of Resolution #2023-80 approving an agreement between Lehi City and Nelson Brothers for the installation of the Vialetto pressurized irrigation booster pump station.
Petitioner: Lehi City
Vialetto_Booster_Station_Agreement - Nelson Bros. (For City Council 12.12.2023).pdf
Bid Tabulation - Vialette Booster Station.pdf
Resolution for Vialetto Booster Station Pumps (Nelson Brothers Construction Company).docx

14. Consideration of Resolution #2023-81 approving an agreement between Lehi City and Landmark Excavating for the construction of the Vialetto pressurized irrigation reservoir.
    Petitioner: Lehi City
    Vialetto PI Reservoir_Agreement (For 12.12.2023 City Council).pdf
    Bid Tabulation - Vialetto Pressurized Irrigation Pond.pdf
    Resolution-Approval of Liner Reservoir Agreement (Landmark Excavating).docx

15. Consideration of Resolution #2023-82 approving an agreement with Design Workshop for the study and design of the Parks and Recreation Master Plan.
    Petitioner: Lehi City
    Resolution-Approval of Parks and Recreation Master Plan.docx
    Agreement-Parks and Recreation Master Plan (Design Workshop).docx
    Exhibit A - Lehi Master Plan Scope of Work (Design Workshop).docx

16. Consideration of Resolution #2023-83 approving an agreement with Prime Landscape Architecture for the design of three city parks in the Traverse Mountain area.
    Petitioner: Lehi City
    Agreement-Traverse Mountain Parks (Prime Landscape Architecture).docx
    Resolution-Approval of Traverse Mountain Parks Landscape Architecture Agreement.docx

17. Consideration of Resolution #2023-84 approving an amendment to the Lehi City Employee Policy Manual.
    Petitioner: Lehi City
    Resolution-Employee Policy Manual Amendments (December 2023).docx
    Redline Policy Changes - December 2023.docx
    Telecommuting Policy and Form - Draft.docx
    City Vehicle Policy - Draft.docx

18. Consideration of Ordinance #70-2023 approval of the TI Skye Area Plan Amendment changing the location of the Technical Manufacturing Buffer and combining the MD1 and MD2 land use areas into one.
    Petitioner: Texas Instruments
    CC Staff Report TI Skye Area Plan Amendment 12.12.23.docx
    Skye Area Plan Amendment Buffer Location DRC 10.25.23.docx
    Ordinance - TI Skye Area Plan Amendment 12.12.23.docx
    Zone Change and Area Plan Narrative.pdf
    DR Amendment to Skye Area Plan Land Use.pdf
    Map.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    Zoning Map.pdf

19. Consideration of Ordinance #68 approval of the TI Zone Change located at approximately 4000 North Flash Drive changing the zoning on 25.69-acres west of the facility from Planned

Community (PC) to Technical Manufacturing (TM) and another 25.69-acres to the south of the facility from TM to PC.
Petitioner: Texas Instruments
CC Staff Report Texas Instruments Zone Change 12.12.23.docx
Texas Instruments Zone Change DRC 10.25.23.docx
Ordinance - TI Property Zone Change 12.12.23.docx
Zone Change and Area Plan Narrative.pdf
Aerial Map.pdf
Texas Instruments Map.pdf
General Plan Map.pdf
Zoning Map.pdf

20. Consideration of Ordinance #69-2023 approval of the Berry Property Zone Change located at 116 South 600 East changing the zoning on 1.18-acres from Transitional Holding (TH-5) to Neighborhood Commercial (NC). -*This item has been pulled from the Agenda*

Petitioner: Tracy Tanner
CC Staff Report Berry Property Zone Change 12.12.23.docx
Berry Property Zone Change DRC 10.25.23.docx
Ordinance - Berry Property Zone Change 12.12.23.docx
Berry Property Zone Change Narrative.pdf
Berry Aerial.pdf
Berry General Plan.pdf
Berry Zoning.pdf

21. Consideration of the Park Place Suites Condominium plat, approving the creation of 9 separate units in the approved Mixed-Use building located at approximately 2600 North and 1200 West.
Petitioner: Parker Johnson
CC Staff Report Park Place Suites Condo Plat 12.12.23.docx
Park Place Suites Condo Plat DRC 11.29.23.docx
Park Place Suites Condo Plat and CCRs.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

22. Consideration of Final subdivision approval for the Vivian Estates Phase 4, including 22 single family lots located at approximately 2250 North 400 East in the RA-1 zone.
Petitioner: JDH Development
CC Staff Report Vivian Estates Phase 4 Final Subdivision 12.12.23.docx
Vivian Estates Phase 4 Final Subdivision DRC 11.29.23.docx
Vivian Estates Phase 4.pdf

Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

23. Consideration of a monument sign approval for IHC Primary Children's Hospital on city property located at approximately 2250 North Miller Campus Drive.
    Petitioner: Trademark VIsual
    CC Staff Report IHC Primary Children's Monument Sign.docx
    Lehi City - Monument Sign Easement Agreement - Lehi Redlines 11.16.23.docx
    Aerial map.pdf
    General Plan.pdf
    Zoning map.pdf

24. Consideration of Resolution #2023-85 appointing members to the Lehi City Planning Commission.
    Petitioner: Lehi City
    Res 2023-85.docx

25. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Finance Update

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Fiber Network Update

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of Subdivision Review Process

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Presentation to Retiring Councilmembers

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve the option to extend the 2021 agreement with Staker & Parson Construction for road projects.

Suggested Action:

Attachments:

ROADS 2021 Roads Project Extension.docx

AGREEMENT

between

LEHI CITY (City)

and

STAKER & PARSON COMPANIES dba STAKER PARSON MATERIALS & CONSTRUCTION (Staker)

WHEREAS, City and Staker entered into a contract for the Lehi City 2021 Roads Project in 2021,

WHEREAS, Article 2 of the contract allows for three one-year options from December 31, 2021,

WHEREAS, One more year is allowed by the contract,

NOW, THEREFORE, the Parties hereto agree that the contract is extended to December 31, 2024.

Signed:

_____	_____	Mayor
City	Date	
_____	_____	_____
Staker (Authorized Signature)	Date	Title

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the City Council Work Session and Regular Meetings.

Suggested Action:

Attachments:

110723 WS.pdf

080823CC1.pdf

Lehi City Council Meeting
Agenda
November 7, 2023

4:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

1. Welcome and Opening Comment
2. Fiscal Year 2023 PARC Tax Presentations and Reports

   2.a. Lehi Arts Council

   2.b. Thanksgiving Point Institute

   2.c. Lehi Historical Society and Archives

   2.d. Roots of Humanity Foundation
3. Tour of Lehi Block TOD Development
4. Adjournment

- Public is invited to attend all City Council Work Session Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

LEHI CITY

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **August 8, 2023,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Katie Koivisto, Council Member
Mike Southwick, Council Member

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Community Development Director; Cameron Boyle, Assistant City Administrator; Dean Lundell, Finance Director; Sierra Pierson, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 6:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Koivisto gave the opening comment.

2. Agenda Questions

None.

3. Administrative Report

Mayor Johnson asked the Parks Department to provide an update on Family Park. Trent Dyer and Shawn Winters from the Parks Department presented an update. He noted that there is a purchase order on the agenda related to the project. Trent Dyer stated that the project is moving forward, and construction is in progress. The design and engineering have been completed for the all abilities playground.

4. Mayor and Council Reports

The Mayor and Council reported on their assigned committees.

The meeting recessed at approximately 6:45 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Southwick led the Pledge of Allegiance.

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2. Presentations and Reports

2.1) Water Wise Landscape Yard of the Month Award Presentation

This award was presented from the Sustainability Committee.

3. 20 Minute Citizen Input

Larry Lacroix complimented the yard of the month recipient. He also expressed concern for planning and traffic issues.

4. Consent Agenda

4.1) Approve Minutes from the July 25, 2023 City Council Meeting.

4.2)Approve Purchase Orders

Motion: Councilor Koivisto moved to approve the consent agenda items. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

5. Consideration of Resolution #2023-51 authorizing the issuance of electric revenue bonds.

Jonathan Ward and Brandon Johnson stated that this outlines the parameters of the bond.

Mayor Johnson asked for public comments.

Chance Plat expressed concerns about using renewable resources and asked clarifying questions.

Jason Walker, City Administrator, explained that they also invest in renewable resources. He said the benefit for the natural gas generators is that it protects the city from a volatile market during peak power consumption.

Motion: Councilor Condie moved to approve Resolution #2023-51 authorizing the issuance of electric revenue bonds. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

6. Consideration of Resolution #2023-50 approving a second amendment to the agreement between Lehi City and SIRQ Construction for pre-construction and construction managements/general contractor services for Fire Station 84.

Chief Jeremy Caft was available to answer any questions. He stated that they expect to break ground in the next couple of weeks.

Motion: Councilor Hancock moved to approve Resolution #2023-50 approving a second amendment to the agreement between Lehi City and SIRQ Construction for pre-construction and construction managements/general contractor services for Fire Station 84. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

7. Consideration of Resolution #2023-49 approving an agreement with Sunroc for the construction for the Oak Hollow tank and pond drains with all associated structures and access roads.

Greg Alred, Water Department Manager, was available to answer questions.

Motion: Councilor Koivisto moved to approve Resolution #2023-49 approving an agreement with Sunroc for the construction for the Oak Hollow tank and pond drains with all associated structures and access roads. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

8. Consideration of Ordinance #42-2023 the Fox General Plan Amendment from Medium Density Residential to Light Industrial on 2.73 acres located at 501 & 535 North 500 West.

Brent Fox was the applicant.

Councilor Koivisto was hesitant to support the change, emphasizing the city's investment in the general plan and expressed concerns about potential impacts on home values.

There was discussion about the potential uses allowed in light industrial zoning and concerns were raised about the impact on adjacent properties. Kim Struthers explained that the light industrial zone permits more intense commercial uses, including storage units, outdoor storage yards, printing and publishing facilities, and other heavy commercial activities.

Motion: Councilor Koivisto moved to deny this Ordinance with the finding that the proposed amendment would have a negative affect on the character of the surrounding area and is not consistent with the goals and policies of the general plan. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, No; Councilor Hancock, No; Councilor Koivisto, Yes; and Councilor Southwick, No. The motion failed with 3 opposed and 2 in favor.

Councilor Condie asked the applicant some clarifying questions about the business's intended use on this property. Mr. Fox stated that he would like to use the property for equipment storage.

Councilor Koivisto stated that she wanted to clarify her previous motion. She stated that she is very cautious with zone changes, emphasizing the potential consequences when land is rezoned for industrial use and the future implications if the land were to be sold, allowing for a broad range of industrial uses by a new owner. She stressed that her perspective wasn't a personal judgment but a consideration of the broader implications and the need to be cautious about such changes.

Councilor Condie expressed similar concerns but suggested that a development agreement may be an option in this circumstance.

Motion: Councilor Condie moved to table this item and directed staff to draft a development agreement for consideration, noting that the agreement should include that the property be left as medium density residential and add the uses requested by Mr. Fox; and add that the agreement remain with the business unless it is sold. Councilor Hancock seconded the motion.

There was discussion about what would happen if the property were sold and if it would revert back to the MD zone. It was suggested that the development agreement would remain in place if the property were sold so long as a similar business use remained.

Amended Motion: Councilor Condie moved to amend his motion to include that if the property were sold, but a similar business remained, then the development agreement would stay in place. Councilor Hancock seconded the amendment to motion.

There was discussion about allowing additional buildings on the property.

Amended Motion: Councilor Condie clarified that any proposed buildings on this property would require a separate application. Councilor Hancock seconded the amendment to motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, No; and Councilor Southwick, Yes. The motion passed 4-1.

9. Consideration of Preliminary subdivision approval of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone.

Gary Cooper was the applicant.

Mayor Johnson asked for public comments.

Paul Burnett is an adjacent property owner and had questions for the applicant regarding a retaining wall and drainage.

Tony Trane, representing the applicant, stated that it's not appropriate to place additional requirements on the applicant, but he is willing to work with the neighbors.

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Motion: Councilor Southwick moved to grant Preliminary subdivision approval of Cedar Hollow Plat M, a 7-lot residential development located at 1475 East 1800 North in an RA-1 zone; and including all DRC and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

10. Consideration of Ordinance #43-2023 the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use.

Tony Trane was representing the applicant. He presented their plan for a mixed-use development on the property near the school, emphasizing a combination of single-family homes, townhomes, and potentially some condos. He highlighted the desire to create a walkable community with trails connecting various amenities like the school, park, and commercial areas. He mentioned their efforts to address traffic concerns and suggested potential solutions, such as a temporary construction connection over to 1700 West and improved connectivity.

Council members raised questions about lot sizes, density, and the potential impact on nearby residents. Concerns were expressed about the traffic situation and the overall impact on the neighborhood. The developers acknowledged the traffic issues and mentioned ongoing discussions with city staff to find solutions.

The Strains, neighboring property owners, wrote their concerns about property boundaries and felt that their issues hadn't been adequately addressed. The developers explained that they had discussed these matters with the Stains but emphasized that a resolution would depend on the approval of the zoning change.

The council expressed varying opinions on density, zoning, and the overall plan. Some members were cautious about the potential impact on traffic and property values, while others saw the mixed-use development as an opportunity for a balanced and walkable community. The discussion highlighted the complexity of balancing development goals with concerns from neighboring residents.

As the meeting progressed, the council continued to discuss various aspects of the proposed development, including traffic solutions, property boundaries, and the potential benefits of a mixed-use community.

Mayor Johnson asked for public comments:

Jeremy Baker stated that the plan is good idea because it brings people closer to the park, churches and school.

Neil Peterson was opposed to the project.

Jason Draper encouraged the Council to deny the project.

Lidia Hogue expressed concerns with traffic and stated that high density isn't always the best option.

Larry Hadfield expresses concerns with traffic.

Linda Hadfield was concerned with traffic.

Suzanne Spencer was opposed to the proposal.

Holly was opposed.

Dan Ames was opposed.

Jennifer Davies was concerned with traffic.

Lisa Cummings was concerned about the safety of children, making sure there's not unintended consequences.

Michelle Christensen was against the development.

Joy Bilsma was opposed.

Dan Porter was concerned with the overlay.

Casey Glad was against the proposal.

Tom Pugmire was opposed.

John Bills was opposed.

Steve Thurgood was opposed.

Emeril Stevens was concerned with traffic and safety.

Reg Bolson was opposed.

Ryan Brown was concerned with traffic.

Sam Beck asked the Council to deny this.

Chance Platt was opposed.

Rita Avinaski was opposed.

Fred Tougher was opposed and wants the overlay zone removed.

Stacey Pleasure was opposed.

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Cory Astill expressed concerns.

John Gardner was concerned with traffic.

Tyson Hodges was opposed.

Rick Perry was opposed.

DJ Gardner suggested that they only allow low density.

Paul Binz stated that the proposal doesn't fit in the area.

Randy Mellor was opposed.

Kara Bock was opposed.

David Ireland was concerned with safety.

Jeremy Spencer was opposed.

Devin Glaser was opposed.

Larry Lacroix expressed concerns.

The council members expressed concerns and reservations about the proposed mixed-use development. They questioned the uniqueness and features that would make it a distinctive community, especially considering the size and density of the development. Some members feel that the presented features, such as front porches and tree-lined streets, are not unique enough to warrant the approval of the overlay.

There is also a concern about the piecemeal approval of the development without having a comprehensive plan for the entire property. The council members expected to see a holistic approach and unique features that would contribute to making it a special community.

Council members emphasized the need for more information, including the concepts for condos, to make an informed decision. Some expressed a desire for additional elements that truly make the development stand out as a village community.

The applicant asked for direction from Council as what they would like to see with this property.

Council members expressed concerns about the proposed density of 500 units on 16 acres, suggesting it might be too high. There's a desire for a mix of lot sizes and a reevaluation of the density, with suggestions for different zoning options.

The Council also expressed concerns that the overlay zone may be too open ended, and they would like to see more detail and specifics before they can feel comfortable approving anything.

Council members were also concerned about the lack of a clear retail component and want to ensure that retail development is integrated into the plan to create a balanced and functional community.

The Council acknowledged the traffic issues, and a desire for a road solution that can help alleviate traffic concerns.

The council members were seeking a collaborative approach to finding a balanced and unique solution for the development, considering factors like density, walkability, retail integration, and traffic management. They expressed a willingness to work with the developer to achieve a plan that aligns with the city's vision and addresses the concerns of the community.

Motion: Councilor Koivisto moved to deny Ordinance #43-2023 the Dry Creek Village Zone Change on 16 acres of property located at approximately 1450 South 1100 West, changing the zoning from TH-5 (transitional holding) to Mixed Use; with the findings that the proposed plan would have a negative effect of the surrounding area, that the use is not suitable, and that the use does not comply with the goals and policies of the General Plan, and that the proposed use would have a negative affect on the nearby and adjoining properties. Councilor Condie seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

11. Consideration of Concept plan approval for the Dry Creek Village Land Use Plan for the first phase which includes a 142-unit residential development located at approximately 1450 South 1100 West.

This item was removed from the agenda due to the denial of item #10.

12. Consideration of Ordinance #44-2023 an Area Plan Amendment to the Thanksgiving Point Area Plan.

Dave Debson with Gardner Development and Ryan Thoams with Stack Development were representing the applicant.

Councilor Koivisto asked about the extension of Clubhouse Drive

There was discussion that one of the triggers for 1220 units, be the completion of the 2100 North Freeway or the Clubhouse Drive extension. Councilor Hancock noted that both roads are needed. Mayor Johnson stated that the alignment of Clubhouse Drive is being studied. He said it’s more likely that the 2100 N freeway will be constructed before the Clubhouse Drive extension.

Josh Gibbons with Hales Engineering was available to answer questions about the traffic study and as part of that he worked with city staff on the road improvement trigger study.

There was discussion about the right turn onto 2100 coming from Thanksgiving Point. Councilor Koivisto believes that the proposed improvements for that location will not be enough to ease traffic congestion. Mayor Johnson stated that this is why Clubhouse Drive is needed, because they can't widen 2300 West under the railroad bridge. Mr. Gibbons stated that the 2100 North freeway will significantly reduce traffic on Triumph Blvd too.

Mr. Gibbons noted that the intent is that the improvement projects would be completed within the year listed on the table.

There was discussion on the 1 tree per unit. The applicant stated that for an urban dense project like this, it gets difficult to meet that number. He said there will be a high density of trees in the open spaces.

There was discussion about the trail system connections and how those will be funded. The Developer is responsible for the trails within the development. Lehi City will need to secure funding for the other trails connections. Mr. Struthers stated that they can request funding from MAG and/or use impact fees generated from the project.

There was discussion about dedicating the project's park impact fees directly to trails in and around the development. Administration prefers that the park impact fees not be earmarked for specific projects. It would allow for some flexibility in the future if there is a greater need somewhere else in the city. The Planning Commission recommended that the Council dedicate park impact fees generated from this project to construct trails and bike paths to ensure successful connectivity. Mr. Struthers stated that the trails are integral in the success of a TOD. They estimated that $3.5 million of the generated park impact fees would need to be used for trail and bike path connectivity. The remining funds could be used for regional park needs. Councilor Condie suggested that they could reserve $2 million in impact fees for the trails and then the city could construct the remainder of trails using other funds. Councilor Hancock stated that trails in this TOD are crucial to it's success, unlike a park that's usually just a nice benefit. He suggested that they dedicate $2 million to the project and that the rest may be used elsewhere. He said that a future Council could also decide to use more impact fees on trails around this TOD if they deem it to be the highest priority.

Mayor Johnson asked for public comments.

Larry Brannaman expressed concerns regarding traffic issues in their neighborhood. The main concern was the impact of planned roads on emergency access, particularly during rush hour. He asked for the City Council to reconsider the plans and prioritize the well-being of the community's residents.

Tina Dashrath emphasized the importance of oversight, asserting that if the council loses power, the community loses its voice. She referred to specific sections of the Utah State code, including Article Six Section 28, Article 11 Section 7 on special service districts, and Article 12 Section 20 on free markets. She urged the council to oversee these matters, and emphasized

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the constitutional requirement for oversight and expressed a plea for the council to fulfill this duty, not only for the benefit of the community but also to safeguard the council's authority.

(Unknown Speaker), a Cranberry Farms resident, shared concerns about a proposed punch out connecting to 2100 North, emphasizing potential safety risks for children in the neighborhood due to increased traffic. She argued that the punch out wouldn't alleviate congestion on 2100 North and could worsen existing problems. She expressed worry that the development plans were prompting residents to consider leaving the neighborhood.

Megan Sperry, a Cranberry Farms resident, raised concerns about the development project. She noted potential discrepancies in the area plan involving private land, specifically HOA trails, without communication with the HOA board. She expressed unease about the proposed concrete median and road punch-through, emphasizing worries about traffic and emergency vehicle access. She urged close attention to project details and timing for the benefit of the neighborhood.

Kelly Griffin, another resident of Cranberry Farms, expressed concerns about the proposed punch-through at the back of the neighborhood, which would be near her house. She highlighted the potential impact on her two kids, emphasizing the difficulty they would face playing outside with two busy roads nearby. Acknowledging the emotional impact on her and the neighborhood, she echoed previous sentiments about the likely consequences of increased traffic, especially if the punch-through connects the neighborhood to 2100.

Jacob expressed support for high occupancy housing but raised concerns about traffic, echoing sentiments from others. He questioned the analysis of the guaranteed right turn, emphasizing that it could make it more challenging for neighborhood residents to leave. Jacob discussed the proposed punch-through in the neighborhood, expressing worries about the impact on homes and property values, estimating millions of dollars in potential property damage. He emphasized feeling like a missing stakeholder in the traffic study, suggesting that the analysis did not adequately consider the neighborhood's perspective. Jacob acknowledged the benefits of the development but stressed the potential cost to existing residents in terms of traffic issues and property values.

Granger Peck urged the council not to relinquish oversight and emphasized the importance of constitutional laws and rules. He asserted that decisions can be stopped and reversed, especially if deception, disingenuous approaches, or fraud are involved. He criticized the developer's characterization of the development as transit-oriented development (TOD), arguing it is, in fact, high-density (HD) and undesirable. Drawing on sociological concepts, they linked higher density to increased errors, confrontations, and crime. The speaker highlighted a perceived fraud related to UVU's support for the development, claiming that UVU officials falsely endorsed the high-density project.

Jason Hill, residing near Olympic Park, expressed doubts about the efficacy of a right turn lane to address traffic issues. He questioned the feasibility of Transit-Oriented Development (TOD) in Utah without significant rail infrastructure expansion. He emphasized the need for written commitments on the build-out timeline before approving the proposed 1200 units, citing concerns about infrastructure readiness and potential delays.

DRAFT

Nick Dirksen, representing UTA, expressed support for the proposed area plan. He mentioned UTA's involvement in the planning process and highlighted that the presented plan aligns with the specific requirements outlined in the station area plan adopted by the Council. He emphasized that the plan meets the objectives of UTA and complies with their Transit-Oriented Development (TOD) guidelines. He recommended the council approve the area plan based on these considerations.

Mr. Gibbons stated that they studied the cars exiting the neighborhood and found that there will be an improvement.

Councilor Koivisto stated that she would prefer the item be tabled until they can better understand the traffic issues and request the applicant to present ways to make the traffic better before it gets worse.

Councilor Albrecht expressed hesitation moving forward, stating that she was expecting to see more significant proposals for improvements.

The applicant stated that when the major UDOT projects come online, like 2100 N freeway, Clubhouse Drive extension, and the north freeway interchange near the point of the mountain, people will have more options rather than coming down Triumph Blvd which will help alleviate traffic.

Mayor Johnson stated that the Clubhouse Drive Extension would solve the issue of the bottleneck on Triumph at 2100 North.

Motion: Councilor Condie moved to approve Ordinance #44-2023 an Area Plan Amendment to the Thanksgiving Point Area Plan; including all DRC and Planning Commission comments, and any other staff comments as presented in the packet with the following trigger: that before the project can exceed 305 units, all improvement projects slated for 2024 on the Trigger Summary of the Area Plan Amendment be completed. Councilor Hancock seconded the motion.

Amended Motion: Councilor Condie moved to also include that a minimum of 2 million of the project's park impact fees be set aside and used for other projects (such as trails) as deemed as a higher priority or need or as ready. Also noting that the 2 million minimum does not have to be allocated off the top (not the first 2 million).

The applicant expressed concern that if any of the road projects were delayed beyond their control it could also halt their construction. The Council discussed that the 305 units be occupied units, so the developer could still pull permits for units above 305 if the 2024 road projects are delayed, but anything above 305 units cannot be occupied until the 2024 road improvements are completed.

Amended Motion: Council Condie moved to also include the above comments in his motion.

Councilor Koivisto recommended adding that the applicant needs to pay for the water within two weeks. There was discussion about the water purchase deadline. It was suggested that the deadline be August 31, 2023.

Amended Motion: Council Condie amended his motion to also include that the water be purchased by August 31, 2023. Councilor Hancock seconded the amendments to the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, No; and Councilor Southwick, Yes. The motion passed 4-1.

13. Adjournment

With no further business to come before the City Council at this time, Councilor Hancock moved to adjourn the meeting. Councilor Koivisto seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 1:11 a.m.

Approved: Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.docx

PO. - WorkSpaceElements - Facilities Shop.pdf

Noland & Sons PO.pdf

Noland & Sons PO (2).pdf

LEHI CITY
CITY COUNCIL AGENDA
December 12, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Work Space Elements	Full furnishing package for the new parks and buildings facility at willow park	$213,237.00	$1,418,000.00
Noland & Son Construction	PI Main Line Replacement on 300 W from 800 N – 900 N	$191,485.00	$244,617.00
Noland & Sons Construction	Box Culvert Replacement on 600 N from Center St -100 W	$331,533.00	$350,000.00

Lehi City Purchase Requisition Request

Supplier	**Name**	Workspace Elements		**Vendor #**	**4939**
	Street	3003 Highland Drive		**Date**	11/29/2023
	City	Salt Lake City	**State**		UT
	Zip	84106	**Phone**		801-230-9503

Dean Lundell

Parks & Buildings	32-70-70-219	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
1	LS	Full furnishing package for the new Parks and Buildings facility at Willow Park	$213,237	$213,237
		Total		$213,237

Justification:		
State contract pricing.	**Price Determination**	
	Verbal Quote	
	Informal Bid	
	Written Bid	
	State Bid	**X**

WORKSPACE ELEMENTS

Proposal

WORKSPACE ELEMENTS
3003 HIGHLAND DRIVE
SALT LAKE CITY , UT 84106
PHONE: 801.746.0271
EMAIL:
CS@WORKSPACEELEMENTS.COM

ORDER NUMBER	20782
DATE	11/30/2023
CUSTOMER PO NO	
CUSTOMER NAME	LEHI CITY
SALESPERSON	BEN JENKINSON
TERMS	NET 30
PAGE	1 of 4

LEHI CITY
153 NORTH 100 EAST
LEHI, UT 84043

ATTN: SHERRIE BENSON - (385)201-2274

SHIP TO
LEHI CITY
153 NORTH 100 EAST
LEHI, UT 84043

ATTN: SHERRIE BENSON - (385)201-2274

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.00 Each	NOTE: THIS PROPOSAL HAS BEEN PREPARED TO ACCOMPANY THE DESIGN PRESENTATION PACKAGE. THIS PROPOSAL AND THE DESIGN PRESENTATION PACKAGE MUST BE APPROVED AND SIGNED FOR ORDERING.	0.00	0.00
1.00 Each	PO INSTRUCTIONS THIS PROPOSAL HAS BEEN PREPARED UTILIZING THE FOLLOWING CONTRACTS: ALLSTEEL MA3963-PA HON MA3970-PA OPEN MARKET ITEMS CONTRACT NUMBERS MUST BE NOTED ON YOUR PO. PLEASE MAKE PURCHASE ORDER PAYABLE TO: WORKSPACE ELEMENTS 3003 SOUTH HIGHLAND DRIVE SALT LAKE CITY, UTAH 84106	0.00	0.00
1.00 EACH	LEVEL 01 - BREAKROOM L-03 ALLSTEEL RECHARGE BOOTH SEATING	7,312.96	7,312.96
1.00 EACH	LEVEL 01 - BREAKROOM T-08 ALLSTEEL STRUCTURE TABLE 30"x60"	1,021.51	1,021.51
1.00 EACH	LEVEL 01 - BREAKROOM T-09 ALLSTEEL STRUCTURE TABLE 30"x42"	690.28	690.28
1.00 EACH	LEVEL 01 - BREAKROOM T-01 ALLSTEEL STRUCTURE SEATED SQUARE TABLE	539.48	539.48
7.00 EACH	LEVEL 01 - BREAKROOM CH-01 ALLSTEEL LYRIC GUEST CHAIR	221.73	1,552.11
6.00 EACH	LEVEL 01 - BREAKROOM CH-02 ALLSTEEL LYRIC BAR STOOL	313.92	1,883.52
1.00 EACH	LEVEL 01 - BREAKROOM T-10 ALLSTEEL 42"x96" BAR HGT HARVEST TABLE	3,396.93	3,396.93
6.00	LEVEL 01 - CONFERENCE ROOM	909.51	5,457.06

WORKSPACE ELEMENTS

Proposal

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ORDER NUMBER	20782
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PAGE	2 of 4

EACH	T-03 ALLSTEEL AWARE FLIP TOP NESTING TABLES 30x60		
14.00 EACH	LEVEL 01 - CONFERENCE ROOM CH-03 ALLSTEEL CLARITY CONFERENCE CHAIRS	675.15	9,452.10
20.00 EACH	LEVEL 01 - CONFERENCE ROOM CH-07 HON IGNITION GUEST CHAIRS	271.73	5,434.60
1.00 EACH	LEVEL 01 - CONFERENCE ROOM ST-01 ALLSTEEL AWARE CREDENZA	3,419.54	3,419.54
4.00 EACH	LEVEL 01 - CONFERENCE ROOM CH-04 ALLSTEEL TWO-THIRDS BENCHES	842.47	3,369.88
2.00 EACH	LEVEL 01 - CONFERENCE ROOM T-04 ALLSTEEL RISE LAPTOP TABLE	492.49	984.98
1.00 EACH	LEVEL 01 - SM CONFERENCE T-05 ALLSTEEL STRUCTURE 48"x120" TABLE	2,073.76	2,073.76
8.00 EACH	LEVEL 01 - SM CONFERENCE CH-03 ALLSTEEL CLARITY CONFERENCE CHAIRS	675.15	5,401.20
1.00 EACH	LEVEL 01 - WAITING AREA/RECEPTION T-06 HON FLOCK COFFEE TABLE	451.01	451.01
1.00 EACH	LEVEL 01 - WAITING AREA/RECEPTION L-01 HON GROVE LOUNGE SOFA	1,822.18	1,822.18
1.00 EACH	LEVEL 01 - WAITING AREA/RECEPTION L-02 HON GROVE LOUNGE CHAIR	953.86	953.86
1.00 EACH	LEVEL 01 - WAITING AREA/RECEPTION WS-02 HON CONCINNITY RECEPTION STATION	5,012.46	5,012.46
2.00 EACH	LEVEL 01 - WAITING AREA/RECEPTION CH-05 ALLSTEEL EVO TASK CHAIR	653.52	1,307.04
5.00 EACH	STANDARD HGT ADJ OFFICE TYPICAL PO-01 ALLSTEEL APPROACH L-SHAPED HGT ADJ DESK W/WARDROBE	5,104.10	25,520.50
5.00 EACH	STANDARD HGT ADJ OFFICE TYPICAL CH-05 ALLSTEEL EVO TASK CHAIR	679.19	3,395.95
10.00 EACH	STANDARD HGT ADJ OFFICE TYPICAL CH-06 HON IGNITION GUEST CHAIRS	255.31	2,553.10
5.00	STANDARD HGT ADJ OFFICE TYPICAL	387.50	1,937.50

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PAGE	3 of 4

EACH	X-01 ALLSTEEL DUAL MONITOR ARMS		
3.00 EACH	EXEC OFFICES PO-02 ALLSTEEL APPROACH L-SHAPED DESK	3,910.20	11,730.60
3.00 EACH	EXEC OFFICES CH-05 ALLSTEEL EVO TASK CHAIRS	679.19	2,037.57
6.00 EACH	EXEC OFFICES CH-02 HON FLOCK GUEST CHAIRS	881.71	5,290.26
3.00 EACH	EXEC OFFICES T-10 HON SCULPT END TABLES	324.86	974.58
3.00 EACH	EXEC OFFICES ST-02 ALLSTEEL APPROACH BOOKCASE	430.36	1,291.08
6.00 EACH	EXEC OFFICES X-02 ALLSTEEL SIGNLE MONITOR ARMS	192.10	1,152.60
10.00 EACH	SHARED OFFICE TYPICAL - LEVEL 2 PO-03 ALLSTEEL APPROACH L-SHAPED DESK	3,446.47	34,464.70
10.00 EACH	SHARED OFFICE TYPICAL - LEVEL 2 CH-05 ALLSTEEL EVO TASK CHAIR	679.19	6,791.90
10.00 EACH	SHARED OFFICE TYPICAL - LEVEL 2 X-01 ALLSTEEL DUAL MONITOR ARMS	387.50	3,875.00
12.00 EACH	LEVEL 02 - FLEX SPACE WS-01 HON VOI WORKSTATIONS W/PENCIL DRAWERS	756.94	9,083.28
1.00 EACH	LEVEL 02 - FLEX SPACE T-08 HON VOI TALL TABLE	870.47	870.47
24.00 EACH	LEVEL 02 - FLEX SPACE CH-05 ALLSTEEL EVO TASK CHAIR	653.52	15,684.48
2.00 EACH	LEVEL 02 - FLEX SPACE CH-09 GUNLOCKE CONVO STOOLS	537.47	1,074.94
2.00 EACH	TEAM ROOMS T-08 ALLSTEEL STRUCTURE 60"x60" MEDIA TABLE	1,296.00	2,592.00
16.00 EACH	TEAM ROOMS CH-06 HON IGNITION GUEST CHAIRS	255.31	4,084.96
60.00	DESIGN SERVICES	65.00	3,900.00

WORKSPACE ELEMENTS

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PAGE	4 of 4

HOURS	DESIGN SERVICES, TO INCLUDE: AUTOCAD LAYOUTS, SPECIFICATION LIST, FINISH SELECTION, INSTALLATION PLANS FOR INSTALLATION.		
1.00 Each	LABOR SERVICES INSTALLATION SERVICES AND REMOVAL OF SHIPPING/PACKAGING MATERIALS.	13,395.00	13,395.00

FURNITURE :	$195,941.93
DESIGN/PM :	$3,900.00
FREIGHT :	$0.00
LABOR :	$13,395.00
ORDER SUB-TOTAL :	$213,236.93
TOTAL ORDER :	**$213,236.93**

STANDARD TERMS & CONDITIONS INCORPORATED HEREIN
PAYMENT BY CREDIT CARD SUBJECT TO A 2% PROCESSING FEE

SIGNATURE: _____ NAME:_____ TITLE:_____ DATE: _____

Dean Lundell

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name Noland & Son Construction Co.
Street 1350 West 7900 South
City West Jordan **State** UT
Zip 84088 **Phone** 801-566-7219

Vendor _____

Date 30-Nov-23

Storm Drain — **Requesting Department**

57-50-55-000 — **Department Account Numbers**

Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
1		Box Culvert Replacement on 600 N between Center St & 100 W	$331,533.00	$331,533.00
				$331,533.00

JUSTIFICATION:

This project is to replace aging and undersized existing box culvert on 600 North between Center St. and 100 West. Fourteen bids were submitted for consideration, all of which are attached. Noland & Son had the lowest bid.

Price Determination	
Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	

Noland & Son

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	9,900.00	9,900.00
1-2	Traffic Control	L.S.	1	9,500.00	9,500.00
1-3	Quality Control	L.S.	1	2,290.00	2,920.00
1-4	Construction Staking	L.S.	1	5,205.00	5,205.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	1.40	5,355.00
1-6	Remove Existing Curb and Gutter	L.F.	130	16.50	2,145.00
1-7	Remove Existing Sidewalk	S.F.	950	2.60	2,470.00
1-8	Demo and Remove Existing Culvert	L.F.	45	172.00	7,740.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	2,615.00	2,615.00
1-10	Site/Channel Excavation and Grading	L.S.	1	7,755.00	7,755.00
1-11	Remove and Replace Sign	Each	1	570.00	570.00
1-12	Remove Stump	Each	1	335.00	335.00
1-13	Remove Existing Fence	L.F.	75	7.00	525.00
1-14	Remove and Replace Wooden Fence	L.F.	20	94.00	1,880.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	64.00	2,560.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	1,925.00	125,125.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	16,000.00	32,000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	15,500.00	15,500.00
1-19	Loop 4" Culinary Water Line	Each	1	8,725.00	8,725.00
1-20	Utility Casing or 10" PI Line	L.F.	22	250.00	5,500.00
1-21	Utility Casing or 4" PI Line	L.F.	22	180.00	3.960.00
1-22	4" Tee	Each	1	830.00	830.00
1-23	4" Gate Valve	Each	3	1,715.00	5,145.00
1-24	4" Blow Off	Each	1	4,445.00	4,445.00
1-25	3-in Roadway Asphalt	S.Y.	473	26.00	12,298.00
1-26	Roadway Roadbase	C.Y.	68	59.00	4,012.00
1-27	Roadway Subbase	C.Y.	195	33.00	6,435.00
1-28	Install High Back Curb and Gutter	L.F.	165	63.00	10,395.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	63.00	2,016.00
1-30	Install Sidewalk	S.F.	1130	10.30	11,639.00
1-31	Install New Storm Inlet Box	Each	2	3,465.00	6,930.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	99.00	5,148.00
1-33	Restore Pavement Markings	L.S.	1	1,735.00	1,735.00
1-34	Install Riprap	C.Y.	60	137.00	8,220.00
				Base Bid / Schedule 1 - Subtotal	$ 331,533.00
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2,354.00	153,010.00
				Alternate No. 1 / Schedule 2 - Subtotal	$153,010.00
				Total Bid Price	$484,543.00

Sunset Construction

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	$19,500.00	$19,500.00
1-2	Traffic Control	L.S.	1	$8,770.00	$8,770.00
1-3	Quality Control	L.S.	1	$4,000.00	$4,000.00
1-4	Construction Staking	L.S.	1	$1,800.00	$1,800.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	$1.66	$6,349.50
1-6	Remove Existing Curb and Gutter	L.F.	130	$15.00	$1,950.00
1-7	Remove Existing Sidewalk	S.F.	950	$2.22	$2,109.00
1-8	Demo and Remove Existing Culvert	L.F.	45	$180.00	$8,100.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	$1,870.00	$1,870.00
1-10	Site/Channel Excavation and Grading	L.S.	1	$7,900.00	$7,900.00
1-11	Remove and Replace Sign	Each	1	$400.00	$400.00
1-12	Remove Stump	Each	1	$900.00	$900.00
1-13	Remove Existing Fence	L.F.	75	$15.00	$1,125.00
1-14	Remove and Replace Wooden Fence	L.F.	20	$80.00	$1,600.00
1-15	Remove and dispose of Existing PI Transit Pipe for Loop	L.F.	40	$100.00	$4,000.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$2,268.00	$147,420.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$22,480.00	$44,960.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	$9,700.00	$9,700.00
1-19	Loop 4" Culinary Water Line	Each	1	$6,000.00	$6,000.00
1-20	Utility Casing or 10" PI Line	L.F.	22	$250.00	$5,500.00
1-21	Utility Casing or 4" PI Line	L.F.	22	$210.00	$4,620.00
1-22	4" Tee	Each	1	$1,400.00	$1,400.00
1-23	4" Gate Valve	Each	3	$1,740.00	$5,220.00
1-24	4" Blow Off	Each	1	$3,200.00	$3,200.00
1-25	3-in Roadway Asphalt	S.Y.	473	$29.00	$13,717.00
1-26	Roadway Road base	C.Y.	68	$71.00	$4,828.00
1-27	Roadway Subbase	C.Y.	195	$66.00	$12,870.00
1-28	Install High Back Curb and Gutter	L.F.	165	$45.00	$7,425.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$45.00	$1,440.00
1-30	Install Sidewalk	S.F.	1130	$25.00	$28,250.00
1-31	Install New Storm Inlet Box	Each	2	$3,400.00	$6,800.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$203.00	$10,556.00
1-33	Restore Pavement Markings	L.S.	1	$1,500.00	$1,500.00
1 -34	Install Riprap	C.Y.	60	$80.00	$4,800.00
Base Bid/Schedule 1 - Total with Precast Culvert					**$390,579.50**
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$2,770.00	$180,050.00
Alternate No. 1 / Schedule 2 –Total with CIP Culvert					**$423,209.50**
Total Bid Price					

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	45,000.00	45,000.00
1-2	Traffic Control	L.S.	1	5,000.00	5,000.00
1-3	Quality Control	L.S.	1	4,000.00	4,000.00
1-4	Construction Staking	L.S.	1	5,500.00	5,500.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	1.60	6,120.00
1-6	Remove Existing Curb and Gutter	L.F.	130	11.50	1,495.00
1-7	Remove Existing Sidewalk	S.F.	950	1.50	1,425.00
1-8	Demo and Remove Existing Culvert	L.F.	45	90.00	4,050.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	3400.00	3,400.00
1-10	Site/Channel Excavation and Grading	L.S.	1	18350.00	18,350.00
1-11	Remove and Replace Sign	Each	1	500.00	500.00
1-12	Remove Stump	Each	1	1,350.00	1,350.00
1-13	Remove Existing Fence	L.F.	75	12.50	937.50
1-14	Remove and Replace Wooden Fence	L.F.	20	74.00	1,480.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	70.00	2,800.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	2,000.00	130,000.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	31,000.00	62,000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	15,000.00	15,000.00
1-19	Loop 4" Culinary Water Line	Each	1	9,500.00	9,500.00
1-20	Utility Casing or 10" PI Line	L.F.	22	250.00	5,800.00
1-21	Utility Casing or 4" PI Line	L.F.	22	220.00	4,840.00
1-22	4" Tee	Each	1	2,100.00	2,100.00
1-23	4" Gate Valve	Each	3	1,800.00	5,400.00
1-24	4" Blow Off	Each	1	4,000.00	4,000.00
1-25	3-in Roadway Asphalt	S.Y.	473	24.50	11,588.50
1-26	Roadway Roadbase	C.Y.	68	62.00	4,216.00
1-27	Roadway Subbase	C.Y.	195	46.00	8970.00
1-28	Install High Back Curb and Gutter	L.F.	165	47.00	7,755.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	47.00	1,504.00
1-30	Install Sidewalk	S.F.	1130	9.00	10,170.00
1-31	Install New Storm Inlet Box	Each	2	5,300.00	10,600.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	97.00	5,044.00
1-33	Restore Pavement Markings	L.S.	1	700.00	700.00
1-34	Install Riprap	C.Y.	60	95.00	5,700.00
				Base Bid / Schedule 1 - Subtotal	405,995.00
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2,300.00	149,500.00
				Alternate No. 1 / Schedule 2 - Subtotal	149,500.00
				Total Bid Price	555,495.00

Cody Ekker Construction

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	40,000	40,000
1-2	Traffic Control	L.S.	1	5300	5300
1-3	Quality Control	L.S.	1	5000	5000
1-4	Construction Staking	L.S.	1	6000	6000
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	2	7650
1-6	Remove Existing Curb and Gutter	L.F.	130	10	1300
1-7	Remove Existing Sidewalk	S.F.	950	3	2850
1-8	Demo and Remove Existing Culvert	L.F.	45	300	13,500
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	3500	3500
1-10	Site/Channel Excavation and Grading	L.S.	1	25,000	25,000
1-11	Remove and Replace Sign	Each	1	1000	1000
1-12	Remove Stump	Each	1	1000	1000
1-13	Remove Existing Fence	L.F.	75	10	750
1-14	Remove and Replace Wooden Fence	L.F.	20	100	2000
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	200	8000
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	1950	126,750
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	25,000	50,000
1-18	Loop 10" Pressure Irrigation Line	Each	1	11,000	11,000
1-19	Loop 4" Culinary Water Line	Each	1	5500	5500
1-20	Utility Casing or 10" PI Line	L.F.	22	295	6490
1-21	Utility Casing or 4" PI Line	L.F.	22	200	4400
1-22	4" Tee	Each	1	1990	1990
1-23	4" Gate Valve	Each	3	2500	7500
1-24	4" Blow Off	Each	1	2700	2700
1-25	3-in Roadway Asphalt	S.Y.	473	28	13,244
1-26	Roadway Roadbase	C.Y.	68	82	5576
1-27	Roadway Subbase	C.Y.	195	82	15,990
1-28	Install High Back Curb and Gutter	L.F.	165	52	8580
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	54	1728
1-30	Install Sidewalk	S.F.	1130	11	12,430
1-31	Install New Storm Inlet Box	Each	2	5000	10,000
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	100	5200
1-33	Restore Pavement Markings	L.S.	1	2000	2000
1-34	Install Riprap	C.Y.	60	150	9000
				Base Bid / Schedule 1 - Subtotal	423,128
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2990	194,350
				Alternate No. 1 / Schedule 2 - Subtotal	194,350
				Total Bid Price	617,478

Jordan Valley Construction

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	36000.	$ 36,000.00
1-2	Traffic Control	L.S.	1	14000.	14,000.00
1-3	Quality Control	L.S.	1	9000.	9,000.00
1-4	Construction Staking	L.S.	1	8000.	8,000.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	2.00	7650.00
1-6	Remove Existing Curb and Gutter	L.F.	130	15.00	1950.00
1-7	Remove Existing Sidewalk	S.F.	950	3.00	2850.
1-8	Demo and Remove Existing Culvert	L.F.	45	300.	13,500.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	4000.00	4,000.00
1-10	Site/Channel Excavation and Grading	L.S.	1	12000.	12,000.00
1-11	Remove and Replace Sign	Each	1	500.	500.
1-12	Remove Stump	Each	1	1200	1200.00
1-13	Remove Existing Fence	L.F.	75	15.00	1125.00
1-14	Remove and Replace Wooden Fence	L.F.	20	120	2400.
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	150	6000.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	2200.00	143000.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	26000	52000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	25000	25000.
1-19	Loop 4" Culinary Water Line	Each	1	10200	10200.
1-20	Utility Casing or 10" PI Line	L.F.	22	500.	11000.00
1-21	Utility Casing or 4" PI Line	L.F.	22	300	6600
1-22	4" Tee	Each	1	2200	2200.
1-23	4" Gate Valve	Each	3	3800	11400.
1-24	4" Blow Off	Each	1	3000	3000.
1-25	3-in Roadway Asphalt	S.Y.	473	30.	14,190.00
1-26	Roadway Roadbase	C.Y.	68	100	6800.
1-27	Roadway Subbase	C.Y.	195	60	11700.
1-28	Install High Back Curb and Gutter	L.F.	165	55	9075.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	70	2240.
1-30	Install Sidewalk	S.F.	1130	9.00	10170.
1-31	Install New Storm Inlet Box	Each	2	4000	8000.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	130	6760.
1-33	Restore Pavement Markings	L.S.	1	2000	2000.00
1-34	Install Riprap	C.Y.	60	200	12000
				Base Bid / Schedule 1 - Subtotal	$ 467,510.00
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65		$ 102,000.00
				Alternate No. 1 / Schedule 2 - Subtotal	$ 102,000
				Total Bid Price	569,510

PRIDE CONSTRUCTION

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	$66,000.00	$66,000.00
1-2	Traffic Control	L.S.	1	$5,000.00	$5,000.00
1-3	Quality Control	L.S.	1	$20,000.00	$20,000.00
1-4	Construction Staking	L.S.	1	$5,450.00	$5,450.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	$2.20	$8,415.00
1-6	Remove Existing Curb and Gutter	L.F.	130	$30.50	$3,965.00
1-7	Remove Existing Sidewalk	S.F.	950	$3.80	$3,610.00
1-8	Demo and Remove Existing Culvert	L.F.	45	$270.50	$12,172.50
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	$3,250.00	$3,250.00
1-10	Site/Channel Excavation and Grading	L.S.	1	$29,612.50	$29,612.50
1-11	Remove and Replace Sign	Each	1	$1,345.00	$1,345.00
1-12	Remove Stump	Each	1	$660.00	$660.00
1-13	Remove Existing Fence	L.F.	75	$8.50	$637.50
1-14	Remove and Replace Wooden Fence	L.F.	20	$150.00	$3,000.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	$350.00	$14,000.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$1,890.00	$122,850.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$21,200.00	$42,400.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	$17,900.00	$17,900.00
1-19	Loop 4" Culinary Water Line	Each	1	$8,000.00	$8,000.00
1-20	Utility Casing or 10" PI Line	L.F.	22	$270.00	$5,940.00
1-21	Utility Casing or 4" PI Line	L.F.	22	$140.00	$3,080.00
1-22	4" Tee	Each	1	$1,600.00	$1,600.00
1-23	4" Gate Valve	Each	3	$2,450.00	$7,350.00
1-24	4" Blow Off	Each	1	$4,400.00	$4,400.00
1-25	3-in Roadway Asphalt	S.Y.	473	$32.75	$15,490.75
1-26	Roadway Roadbase	C.Y.	68	$110.00	$7,480.00
1-27	Roadway Subbase	C.Y.	195	$90.00	$17,550.00
1-28	Install High Back Curb and Gutter	L.F.	165	$66.00	$10,890.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$88.00	$2,816.00
1-30	Install Sidewalk	S.F.	1130	$12.00	$13,557.50
1-31	Install New Storm Inlet Box	Each	2	$6,450.00	$12,900.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$121.00	$6,292.00
1-33	Restore Pavement Markings	L.S.	1	$3,000.00	$3,000.00
1-34	Install Riprap	C.Y.	60	$186.00	$11,160.00
				Base Bid / Schedule 1 - Subtotal	$491,773.75
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$2,300.00	$149,500.00
				Alternate No. 1 / Schedule 2 - Subtotal	$149,500.00
				Total Bid Price	$641,273.75

Gerber Construction

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	$27,000.00	$27,000.00
1-2	Traffic Control	L.S.	1	$5,700.00	$5,700.00
1-3	Quality Control	L.S.	1	$6,900.00	$6,900.00
1-4	Construction Staking	L.S.	1	$5,200.00	$5,200.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	$2.30	$8,797.50
1-6	Remove Existing Curb and Gutter	L.F.	130	$67.00	$8,710.00
1-7	Remove Existing Sidewalk	S.F.	950	$6.80	$6,460.00
1-8	Demo and Remove Existing Culvert	L.F.	45	$270.00	$12,150.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	$2,900.00	$2,900.00
1-10	Site/Channel Excavation and Grading	L.S.	1	$34,000.00	$34,000.00
1-11	Remove and Replace Sign	Each	1	$1,400.00	$1,400.00
1-12	Remove Stump	Each	1	$1,900.00	$1,900.00
1-13	Remove Existing Fence	L.F.	75	$25.00	$1,875.00
1-14	Remove and Replace Wooden Fence	L.F.	20	$270.00	$5,400.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	$210.00	$8,400.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$2,550.00	$165,750.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$13,000.00	$26,000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	$22,000.00	$22,000.00
1-19	Loop 4" Culinary Water Line	Each	1	$12,000.00	$12,000.00
1-20	Utility Casing or 10" PI Line	L.F.	22	$420.00	$9,240.00
1-21	Utility Casing or 4" PI Line	L.F.	22	$280.00	$6,160.00
1-22	4" Tee	Each	1	$1,700.00	$1,700.00
1-23	4" Gate Valve	Each	3	$2,500.00	$7,500.00
1-24	4" Blow Off	Each	1	$6,700.00	$6,700.00
1-25	3-in Roadway Asphalt	S.Y.	473	$39.00	$18,447.00
1-26	Roadway Roadbase	C.Y.	68	$130.00	$8,840.00
1-27	Roadway Subbase	C.Y.	195	$110.00	$21,450.00
1-28	Install High Back Curb and Gutter	L.F.	165	$79.00	$13,035.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$87.00	$2,784.00
1-30	Install Sidewalk	S.F.	1130	$14.00	$15,820.00
1-31	Install New Storm Inlet Box	Each	2	$3,800.00	$7,600.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$150.00	$7,800.00
1-33	Restore Pavement Markings	L.S.	1	$690.00	$690.00
1-34	Install Riprap	C.Y.	60	$180.00	$10,800.00
				Base Bid / Schedule 1 - Subtotal	See Below
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$2,500.00	$162,500.00
				Alternate No. 1 / Schedule 2 - Subtotal	See Below
				Total Bid Price	See Below for different options.

Total Bid Price for PRECAST Box Culvert = $501,108.50

Total Bid Price for CAST-IN-PLACE Box Culvert = $497,858.50

SMITH BROTHERS

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1		45,506.15
1-2	Traffic Control	L.S.	1		10,000.00
1-3	Quality Control	L.S.	1		8,000.00
1-4	Construction Staking	L.S.	1		8,000.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	2.75	10,518.75
1-6	Remove Existing Curb and Gutter	L.F.	130	10.00	1,300.00
1-7	Remove Existing Sidewalk	S.F.	950	3.00	2,850.00
1-8	Demo and Remove Existing Culvert	L.F.	45	560	25,200.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1		10,000.00
1-10	Site/Channel Excavation and Grading	L.S.	1		11,960.00
1-11	Remove and Replace Sign	Each	1		500.00
1-12	Remove Stump	Each	1		1,000.00
1-13	Remove Existing Fence	L.F.	75	4.00	300.00
1-14	Remove and Replace Wooden Fence	L.F.	20	10.00	200.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	216.20	8648.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	2540.75	165,148.75
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	5000	10,000
1-18	Loop 10" Pressure Irrigation Line	Each	1		13,500.66
1-19	Loop 4" Culinary Water Line	Each	1		8975.46
1-20	Utility Casing or 10" PI Line	L.F.	22	350.90	7719.80
1-21	Utility Casing or 4" PI Line	L.F.	22	248.30	5462.60
1-22	4" Tee	Each	1	3560.10	3560.10
1-23	4" Gate Valve	Each	3	2778.90	8336.70
1-24	4" Blow Off	Each	1		26,539.63
1-25	3-in Roadway Asphalt	S.Y.	473	52.00	24,596.00
1-26	Roadway Roadbase	C.Y.	68	110.35	7503.80
1-27	Roadway Subbase	C.Y.	195	75.00	14625.00
1-28	Install High Back Curb and Gutter	L.F.	165	65.00	10.725.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	50.00	1600.00
1-30	Install Sidewalk	S.F.	1130	7.00	7910.00
1-31	Install New Storm Inlet Box	Each	2	4,290.00	8580.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	123.14	6403.28
1-33	Restore Pavement Markings	L.S.	1		8000.00
1-34	Install Riprap	C.Y.	60	362.30	21,738.00
				Base Bid / Schedule 1 - Subtotal	501,703.68
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65		185003.00
				Alternate No. 1 / Schedule 2 - Subtotal	521,557.93
				Total Bid Price	

Acme Construction

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	45,000.00	45,000.00
1-2	Traffic Control	L.S.	1	11,500.0	11,500.00
1-3	Quality Control	L.S.	1	9,950.00	9,950.00
1-4	Construction Staking	L.S.	1	5,100.00	5,100.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	1.50	5,737.50
1-6	Remove Existing Curb and Gutter	L.F.	130	20.00	2,600.00
1-7	Remove Existing Sidewalk	S.F.	950	3.00	2,850.00
1-8	Demo and Remove Existing Culvert	L.F.	45	280.00	12,600.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	7,100.00	7,100.00
1-10	Site/Channel Excavation and Grading	L.S.	1	54,500.00	54,500.00
1-11	Remove and Replace Sign	Each	1	315.00	315.00
1-12	Remove Stump	Each	1	1,845.00	1,845.00
1-13	Remove Existing Fence	L.F.	75	11.00	825.00
1-14	Remove and Replace Wooden Fence	L.F.	20	86.00	1,720.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	160.00	6,400.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	1,950.00	126,750.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	21,000.00	42,000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	18,500.00	18,500.00
1-19	Loop 4" Culinary Water Line	Each	1	14,165.00	14,165.00
1-20	Utility Casing or 10" PI Line	L.F.	22	165.00	3,630.00
1-21	Utility Casing or 4" PI Line	L.F.	22	161.00	3,542.00
1-22	4" Tee	Each	1	3,850.00	3,850.00
1-23	4" Gate Valve	Each	3	2,950.00	8,850.00
1-24	4" Blow Off	Each	1	7,125.00	7,125.00
1-25	3-in Roadway Asphalt	S.Y.	473	27.00	12,771.00
1-26	Roadway Roadbase	C.Y.	68	95.00	6,460.00
1-27	Roadway Subbase	C.Y.	195	83.00	16,185.00
1-28	Install High Back Curb and Gutter	L.F.	165	64.00	10,560.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	61.00	1,952.00
1-30	Install Sidewalk	S.F.	1130	9.00	10,170.00
1-31	Install New Storm Inlet Box	Each	2	7,375.00	14,750.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	305.00	15,860.00
1-33	Restore Pavement Markings	L.S.	1	8,765.00	8,765.00
1-34	Install Riprap	C.Y.	60	175.00	10,500.00
				Base Bid / Schedule 1 - Subtotal	504,427.50
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2,200.00	143,000.00
				Alternate No. 1 / Schedule 2 - Subtotal	143,000.00
				Total Bid Price	$647,427.50

STAPP

BID SCHEDULE

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	$ 49,500.00	$ 49,500.00
1-2	Traffic Control	L.S.	1	$ 8,130.00	$ 8,130.00
1-3	Quality Control	L.S.	1	$ 5,140.00	$ 5,140.00
1-4	Construction Staking	L.S.	1	$ 2,570.00	$ 2,570.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	$ 3.05	$ 11,666.25
1-6	Remove Existing Curb and Gutter	L.F.	130	$ 10.50	$ 1,365.00
1-7	Remove Existing Sidewalk	S.F.	950	$ 2.65	$ 2,517.50
1-8	Demo and Remove Existing Culvert	L.F.	45	$ 289.00	$ 13,005.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	$ 5,810.00	$ 5,810.00
1-10	Site/Channel Excavation and Grading	L.S.	1	$ 28,995.00	$ 28,995.00
1-11	Remove and Replace Sign	Each	1	$ 1,285.00	$ 1,285.00
1-12	Remove Stump	Each	1	$ 544.00	$ 544.00
1-13	Remove Existing Fence	L.F.	75	$ 14.50	$ 1,087.50
1-14	Remove and Replace Wooden Fence	L.F.	20	$ 143.00	$ 2,860.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	$ 106.00	$ 4,240.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$ 3,085.00	$ 200,525.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$ 8,820.00	$ 17,640.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	$ 8,880.00	$ 8,880.00
1-19	Loop 4" Culinary Water Line	Each	1	$ 5,885.00	$ 5,885.00
1-20	Utility Casing or 10" PI Line	L.F.	22	$ 423.00	$ 9,306.00
1-21	Utility Casing or 4" PI Line	L.F.	22	$ 286.00	$ 6,292.00
1-22	4" Tee	Each	1	$ 790.00	$ 790.00
1-23	4" Gate Valve	Each	3	$ 1,475.00	$ 4,425.00
1-24	4" Blow Off	Each	1	$ 3,360.00	$ 3,360.00
1-25	3-in Roadway Asphalt	S.Y.	473	$ 64.00	$ 30,272.00
1-26	Roadway Roadbase	C.Y.	68	$ 118.00	$ 8,024.00
1-27	Roadway Subbase	C.Y.	195	$ 80.00	$ 15,600.00
1-28	Install High Back Curb and Gutter	L.F.	165	$ 42.00	$ 6,930.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$ 33.00	$ 1,056.00
1-30	Install Sidewalk	S.F.	1130	$ 12.00	$ 13,560.00
1-31	Install New Storm Inlet Box	Each	2	$ 4,430.00	$ 8,860.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$ 84.00	$ 4,368.00
1-33	Restore Pavement Markings	L.S.	1	$ 6,420.00	$ 6,420.00
1-34	Install Riprap	C.Y.	60	$ 393.00	$ 23,580.00
Base Bid / Schedule 1 - Subtotal					**$ 514,488.25**
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$ 2,865.00	$ 186,225.00
Alternate No. 1 / Schedule 2 - Subtotal					**$ 186,225.00**
				Total Bid Price	

Trapp Construction

Item No.	Item Description	BID SCHEDULE Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1		$82,144.07
1-2	Traffic Control	L.S.	1		$16,633.76
1-3	Quality Control	L.S.	1		$8,912.50
1-4	Construction Staking	L.S.	1		$7,475.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	3.95	$15,108.75
1-6	Remove Existing Curb and Gutter	L.F.	130	19.38	$2,519.40
1-7	Remove Existing Sidewalk	S.F.	950	5.75	$5,462.50
1-8	Demo and Remove Existing Culvert	L.F.	45	586.5	$26,392.50
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1		$4,427.50
1-10	Site/Channel Excavation and Grading	L.S.	1		$16,036.75
1-11	Remove and Replace Sign	Each	1		$373.75
1-12	Remove Stump	Each	1		$925.00
1-13	Remove Existing Fence	L.F.	75	10	$750.00
1-14	Remove and Replace Wooden Fence	L.F.	20	65	$1,300.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	71	$2,840.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	1872	$121,680.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	19607.5	$39,215.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	37787.5	$37,787.50
1-19	Loop 4" Culinary Water Line	Each	1		$32,292.00
1-20	Utility Casing or 10" PI Line	L.F.	22	373.75	$8,222.50
1-21	Utility Casing or 4" PI Line	L.F.	22	363.27	$7,991.94
1-22	4" Tee	Each	1		$1,137.00
1-23	4" Gate Valve	Each	3	2062	$6,186.00
1-24	4" Blow Off	Each	1		$5,110.00
1-25	3-in Roadway Asphalt	S.Y.	473	31.4	$14,852.20
1-26	Roadway Roadbase	C.Y.	68	64.95	$4,416.60
1-27	Roadway Subbase	C.Y.	195	60.95	$11,885.25
1-28	Install High Back Curb and Gutter	L.F.	165	85	$14,025.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	73	$2,336.00
1-30	Install Sidewalk	S.F.	1130	13.62	$15,390.60
1-31	Install New Storm Inlet Box	Each	2	5683.97	$11,367.94
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	143.8	$7,477.60
1-33	Restore Pavement Markings	L.S.	1		$2,645.00
1-34	Install Riprap	C.Y.	60	83.5	$5,010.00
	Base Bid / Schedule 1 - Subtotal				$540,329.61
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	1782.05	$115,833.75
	Alternate No. 1 / Schedule 2 - Subtotal				$534,483.36
	Total Bid Price				$540,329.61

RB CONSTRUCTION

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	$ 71,344.75	$ 71,345.00
1-2	Traffic Control	L.S.	1	$ 11,500.00	$ 11,500.00
1-3	Quality Control	L.S.	1	$ 8,625.00	$ 8,625.00
1-4	Construction Staking	L.S.	1	$ 8,625.00	$ 8,625.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	$ 4.20	$ 16,065.00
1-6	Remove Existing Curb and Gutter	L.F.	130	$ 19.30	$ 2,509.00
1-7	Remove Existing Sidewalk	S.F.	950	$ 4.85	$ 4,608.00
1-8	Demo and Remove Existing Culvert	L.F.	45	$ 549.05	$ 24,708.00
1-9	Demo and Remove Existing Pedistrian Bridge	L.S.	1	$ 3,852.50	$ 3,853.00
1-10	Site/Channel Excavation and Grading	L.S.	1	$ 28,462.50	$ 28,463.00
1-11	Remove and Replace Sign	Each	1	$ 1,137.25	$ 1,138.00
1-12	Remove Stump	Each	1	$ 1,541.00	$ 1,541.00
1-13	Remove Existing Fence	L.F.	75	$ 575.00	$ 43,125.00
1-14	Remove and Replace Wooden Fence	L.F.	20	$ 76.80	$ 1,536.00
1-15	Remove and Dispose of Existing PI Transite Pipe for Loop	L.F.	40	$ 192.65	$ 7,706.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$ 2,387.65	$ 155,198.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$ 33,701.25	$ 67,403.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	$ 15,596.25	$ 15,597.00
1-19	Loop 4" Culinary Water Line	Each	1	$ 11,543.65	$ 11,544.00
1-20	Utiliy Casing for 10" PI Line	L.F.	22	$ 635.00	$ 13,970.00
1-21	Utiliy Casing for 4" PI Line	L.F.	22	$ 585.55	$ 12,883.00
1-22	4" Tee	Each	1	$ 1,864.65	$ 1,865.00
1-23	4" Gate Valve	Each	3	$ 3,338.60	$ 10,016.00
1-24	4" Blow Off	Each	1	$ 2,616.50	$ 2,617.00
1-25	3-in Roadway Asphalt	S.Y.	473	$ 38.85	$ 18,377.00
1-26	Roadway Roadbase	C.Y.	68	$ 122.55	$ 8,334.00
1-27	Roadway Subbase	C.Y.	195	$ 121.20	$ 23,634.00
1-28	Install High Back Curb and Gutter	L.F.	165	$ 53.75	$ 8,869.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$ 191.30	$ 6,122.00
1-30	Install Sidewalk	S.F.	1130	$ 13.35	$ 15,086.00
1-31	Install New Storm Inlet Box	Each	2	$ 4,352.25	$ 8,705.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$ 134.05	$ 6,971.00
1-33	Restore Pavement Markings	L.S.	1	$ 1,725.00	$ 1,725.00
1-34	Install Riprap	C.Y.	60	$ 130.30	$ 7,818.00
				Base Bid / Schedule 1 - Subtotal	**$ 632,081.00**
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$ 3,002.45	$ 195,160.00
				Alternate No. 1 / Schedule 2 - Subtotal	**$ 195,160.00**
				Total Bid Price (Schedule 1)	**$ 632,081.00**
				Total Bid Price (Schedule 2)	**$ 672,043.00**

* Billing will be done on the 15th every month *

FX Construction

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	-	79,300
1-2	Traffic Control	L.S.	1	-	11,700
1-3	Quality Control	L.S.	1	-	7,300
1-4	Construction Staking	L.S.	1	-	6,600
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	3	11,475
1-6	Remove Existing Curb and Gutter	L.F.	130	20	2,600
1-7	Remove Existing Sidewalk	S.F.	950	3	2,850
1-8	Demo and Remove Existing Culvert	L.F.	45	715	32,175
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	-	7,500
1-10	Site/Channel Excavation and Grading	L.S.	1	-	36,000
1-11	Remove and Replace Sign	Each	1	-	860
1-12	Remove Stump	Each	1	-	2,605
1-13	Remove Existing Fence	L.F.	75	10	750
1-14	Remove and Replace Wooden Fence	L.F.	20	200	4,000
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	120	4,800
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	2,400	156,000
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	28,300	56,600
1-18	Loop 10" Pressure Irrigation Line	Each	1	-	37,200
1-19	Loop 4" Culinary Water Line	Each	1	-	18,200
1-20	Utility Casing or 10" PI Line	L.F.	22	440	9,680
1-21	Utility Casing or 4" PI Line	L.F.	22	260	5,720
1-22	4" Tee	Each	1	-	1,200
1-23	4" Gate Valve	Each	3	2,100	6,300
1-24	4" Blow Off	Each	1	-	13,800
1-25	3-in Roadway Asphalt	S.Y.	473	50	23,650
1-26	Roadway Roadbase	C.Y.	68	160	10,880
1-27	Roadway Subbase	C.Y.	195	220	42,900
1-28	Install High Back Curb and Gutter	L.F.	165	64	10,560
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	64	2,048
1-30	Install Sidewalk	S.F.	1130	17	19,210
1-31	Install New Storm Inlet Box	Each	2	7,800	15,600
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	220	11,440
1-33	Restore Pavement Markings	L.S.	1	-	1,199
1-34	Install Riprap	C.Y.	60	202	12,120
				Base Bid / Schedule 1 - Subtotal	664,822
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2,250	146,250
				Alternate No. 1 / Schedule 2 - Subtotal	655,072
				Total Bid Price	-

VAN CON INC
GENERAL ENGINEERING CONTRACTORS
"We Dig UTAH"

BID SCHEDULE: Lehi 600 N. Box Culvert

11/7/2023

Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1-01	Mobilization	L.S.	1	$ 93,866.00	$ 93,866.00
A1-02	Traffic Control	L.S.	1	$ 10,000.00	$ 10,000.00
A1-03	Quality Control	L.S.	1	$ 30,000.00	$ 30,000.00
A1-04	Construction Staking	L.S.	1	$ 10,500.00	$ 10,500.00
A1-05	Saw Cut and Remove Existing Asphalt	S.F.	3825	$ 1.52	$ 5,814.00
A1-06	Remove Existing Curb and Gutter	L.F.	130	$ 30.00	$ 3,900.00
A1-07	Remove Existing Sidewalk	S.F.	950	$ 4.00	$ 3,800.00
A1-08	Demo and Remove Existing Culvert	L.F.	45	$ 330.00	$ 14,850.00
A1-09	Demo and Remove Existing Pedestrian Bridge	L.S.	1	$ 3,500.00	$ 3,500.00
A1-10	Site/Channel Excavation and Grading	L.S.	1	$ 40,000.00	$ 40,000.00
A1-11	Remove and Replace Sign	Each	1	$ 800.00	$ 800.00
A1-12	Remove Stump	Each	1	$ 1,500.00	$ 1,500.00
A1-13	Remove Existing Fence	L.F.	75	$ 25.00	$ 1,875.00
A1-14	Remove and Replace Wooden Fence	L.F.	20	$ 175.00	$ 3,500.00
A1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	$ 325.00	$ 13,000.00
A1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	$ 3,060.00	$ 198,900.00
A1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	$ 52,000.00	$ 104,000.00
A1-18	Loop 10" Pressure Irrigation Line	Each	1	$ 14,000.00	$ 14,000.00
A1-19	Loop 4" Culinary Water Line	Each	1	$ 9,500.00	$ 9,500.00
A1-20	Utility Casing or 10" PI Line	L.F.	22	$ 550.00	$ 12,100.00
A1-21	Utility Casing or 4" PI Line	L.F.	22	$ 400.00	$ 8,800.00
A1-22	4" Tee	Each	1	$ 2,500.00	$ 2,500.00
A1-23	4" Gate Valve	Each	3	$ 5,000.00	$ 15,000.00
A1-24	4" Blow Off	Each	1	$ 9,000.00	$ 9,000.00
A1-25	3-in Roadway Asphalt	S.Y.	473	$ 50.00	$ 23,650.00
A1-26	Roadway Roadbase	C.Y.	68	$ 100.00	$ 6,800.00
A1-27	Roadway Subbase	C.Y.	195	$ 70.00	$ 13,650.00
A1-28	Install High Back Curb and Gutter	L.F.	165	$ 65.00	$ 10,725.00
A1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	$ 150.00	$ 4,800.00
A1-30	Install Sidewalk	S.F.	1130	$ 13.00	$ 14,690.00
A1-31	Install New Storm Inlet Box	Each	2	$ 4,500.00	$ 9,000.00
A1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	$ 190.00	$ 9,880.00
A1-33	Restore Pavement Markings	L.S.	1	$ 2,500.00	$ 2,500.00
A1-34	Install Riprap	C.Y.	60	$ 225.00	$ 13,500.00
	Base Bid / Schedule 1 - Subtotal				$ 719,900.00
A2-01	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	$ 2,400.00	$ 156,000.00
	Alternate No. 1 / Schedule 2 - Subtotal				$ 156,000.00
				Total Bid Price	$ 875,900.00

LEHI CITY PURCHASE REQUISITION REQUEST

Dean Lundell

Supplier

Name Noland & Son Construction Co.
Street 1350 West 7900 South
City West Jordan **State** UT
Zip 84088 **Phone** 801-566-7219

Vendor _____

Date 30-Nov-23

Secondary Water — **Requesting Department**

55-50-10-001 — **Department Account Numbers**

Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
1		PI Main Line Replacement on 300 W from 800 N to 900 N	$191,485.00	$191,485.00
				$191,485.00

JUSTIFICATION:
This project is to replace aging and undersized infrastructure prior to CDBG project. We will be replacing the pressurized irrigation main line on 300 West from 800 North to 900 North. Six bids were submitted for consideration, all of which are attached. Noland & Son had the lowest bid.

Price Determination	
Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	

Noland & Son

Bid Schedule
300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	L/S	$8,000.00	$8,000.00
2	Traffic Control	1	L/S	$6,575.00	$6,575.00
3	Material testing	1	L/S	$2,985.00	$2,985.00
4	Survey	1	L/S	$2,795.00	$2,795.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	LF	$66.00	$37,620.00
6	Install 8" gate valve	7	L/S	$3,155.00	$22,085.00
7	Install 8" tee, 8" cross, and all reducers	7	L/S	$840.00	$5,880.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	$860.00	$5,160.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	1	per foot	$52.00	$52.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	LF	$272.00	$28,560.00
11	SD strucutres (5'x5' box and curb inlet)	2	EA	$6,780.00	$13,560.00
12	Saw cut and removal of existing asphalt	1	L/S	$4,000.00	$4,000.00
13	1" gravel for SD pipe bedding	120	CY	$51.00	$6,120.00
14	Bedding sand	127	CY	$29.00	$3,683.00
15	Trench Import	325	CY	$34.00	$11,050.00
16	Road Base 6" thick	95	CY	$38.00	$3,610.00
17	Replace asphalt 3"	5000	SF	$5.95	$29,750.00
				Grand Total	$191,485.00

Bid Schedule
300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	L/S	$ 4,900.00	$ 4,900.00
2	Traffic Control	1	L/S	$ 7,600.00	$ 7,600.00
3	Material testing	1	L/S	$ 2,200.00	$ 2,200.00
4	Survey	1	L/S	$ 2,200.00	$ 2,200.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	L/S	$ 74.00	$ 42,180.00
6	Install 8" gate valve	7	L/S	$ 2,575.00	$ 18,025.00
7	Install 8" tee, 8" cross, and all reducers	7	L/S	$ 1,750.00	$ 12,250.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	$ 1,000.00	$ 6,000.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	1	per foot	$ 50.00	$ 50.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	L/S	$ 245.00	$ 25,725.00
11	SD strucutres (5'x5' box and curb inlet)	2	L/S	$ 5,100.00	$ 10,200.00
12	Saw cut and removal of existing asphalt	4200	SF	$ 1.60	$ 6,720.00
13	1" gravel for SD pipe bedding	80	CY	$ 89.00	$ 7,120.00
14	Bedding sand	120	CY	$ 61.00	$ 7,320.00
15	Trench Import	380	CY	$ 62.00	$ 23,560.00
16	Road Base 6" thick	80	CY	$ 89.00	$ 7,120.00
17	Replace asphalt 3"	4200	SF	$ 3.90	$ 16,380.00
				Grand Total	$ 199,550.00

Lightning Ridge Excavation

Bid Schedule

300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	$ 22,000.00	$ 22,000.00
2	Traffic Control	1	LS	$ 9,800.00	$ 9,800.00
3	Material testing	1	LS	$ 5,000.00	$ 5,000.00
4	Survey	1	LS	$ 10,500.00	$ 10,500.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	LF	$ 95.00	$ 54,150.00
6	Install 8" gate valve	7	EA	$ 3,500.00	$ 24,500.00
7	Install 8" tee, 8" cross, and all reducers	7	EA	$ 2,550.00	$ 17,850.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	EA	$ 800.00	$ 4,800.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	1	LF	$ 40.00	$ 40.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	LF	$ 315.00	$ 33,075.00
11	SD strucutres (5'x5' box and curb inlet)	2	EA	$ 9,000.00	$ 18,000.00
12	Saw cut and removal of existing asphalt	5160	SF	$ 3.00	$ 15,480.00
13	1" gravel for SD pipe bedding	76	CY	$ 82.00	$ 6,232.00
14	Bedding sand	175	CY	$ 55.00	$ 9,625.00
15	Trench Import	345	CY	$ 58.00	$ 20,010.00
16	Road Base 6" thick	96	CY	$ 145.00	$ 13,920.00
17	Replace asphalt 3"	5160	SF	$ 6.60	$ 34,056.00
				Grand Total	$ 299,038.00

Pronghorn Construction

Bid Schedule

300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	L/S	$19,700.00	$19,700.00
2	Traffic Control	1	L/S	$10,200.00	$10,200.00
3	Material testing	1	L/S	$7,500.00	$7,500.00
4	Survey	1	L/S	$9,300.00	$9,300.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	L/S	$151.00	$86,070.00
6	Install 8" gate valve	7	L/S	$4,382.00	$30,674.00
7	Install 8" tee, 8" cross, and all reducers	7	L/S	$2,647.00	$18,529.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	$1,968.00	$11,808.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	20	per foot	$78.00	$1,560.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	L/S	$185.00	$19,425.00
11	SD strucutres (5'x5' box and curb inlet)	2	EA	$15,554.00	$31,108.00
12	Saw cut and removal of existing asphalt	4000	L/S	$1.70	$6,800.00
13	1" gravel for SD pipe bedding	50	CY	$82.60	$4,130.00
14	Bedding sand	155	CY	$42.60	$6,603.00
15	Trench Import	350	CY	$50.30	$17,605.00
16	Road Base 6" thick	80	CY	$56.50	$4,520.00
17	Replace asphalt 3"	4000	SF	$5.10	$20,400.00
				Grand Total	$305,932.00

R B Construction

Bid Schedule

300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Amount
1	Mobilization	1	L/S	$ 35,210.00	$ 35,210.00
2	Traffic Control	1	L/S	$ 17,250.00	$ 17,250.00
3	Material testing	1	L/S	$ 8,625.00	$ 8,625.00
4	Survey	1	L/S	$ 8,625.00	$ 8,625.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	LF	$ 148.00	$ 84,360.00
6	Install 8" gate valve	7	L/S	$ 5,189.00	$ 36,323.00
7	Install 8" tee, 8" cross, and all reducers	7	L/S	$ 3,008.00	$ 21,056.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	$ 7,278.00	$ 43,668.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	240	L/F	$ 135.00	$ 32,400.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	LF	$ 411.00	$ 43,155.00
11	SD strucutres (5'x5' box and curb inlet)	2	EA	$ 4,353.00	$ 8,706.00
12	Saw cut and removal of existing asphalt	1	L/S	$ 25,013.00	$ 25,013.00
13	1" gravel for SD pipe bedding	42	CY	$ 70.00	$ 2,940.00
14	Bedding sand	171	CY	$ 43.00	$ 7,353.00
15	Trench Import	203	CY	$ 43.00	$ 8,729.00
16	Road Base 6" thick	289	CY	$ 76.00	$ 21,964.00
17	Replace asphalt 3"	6500	SF	$ 7.00	$ 45,500.00
				Grand Total	$ 450,877.00

Cody Ekker Construction

Bid Schedule

300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	L/S	15,000	15,000
2	Traffic Control	1	L/S	6370	6370
3	Material testing	1	L/S	5000	5000
4	Survey	1	L/S	4500	4500
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570'	L/S	55,290	55,290
6	Install 8" gate valve	7	L/S	28,000	28,000
7	Install 8" tee, 8" cross, and all reducers	7	L/S	12,000	12,000
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	4900	4900
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly		per foot	40	40
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105'	L/S	19,470	19,470
11	SD strucutres (5'x5' box and curb inlet)	2	8000	16,000	16,000
12	Saw cut and removal of existing asphalt		L/S	7980	7980
13	1" gravel for SD pipe bedding		CY	45	45
14	Bedding sand		CY	47	47
15	Trench Import		CY	42	42
16	Road Base 6" thick		CY	82	82
17	Replace asphalt 3"		SF	4.00	4
				Grand Total	174,770

Note: This is an incomplete bid.

Agenda Item No: 4.4

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve the 2024 City Council Meeting Schedule

Suggested Action:

Attachments:

2024 Meeting Schedule.docx

Lehi City Council
2024 Meeting Schedule

1st Tuesday of each month - Work Session 4:00 p.m.

2nd and 4th Tuesday - Pre-Council 5:30 p.m., Regular Session 7:00 p.m.

Held in the Lehi City Council Chambers, located at 153 North 100 East, Lehi, Utah.

January 9, 2024 City Council
January 23, 2024 City Council
February 6, 2024 Work Session
February 13, 2024 City Council
February 27, 2024 City Council
March 12, 2024 City Council
March 26, 2024 City Council
April 9, 2024 City Council
April 23, 2024 City Council
May 7, 2024 Work Session
May 14, 2024 City Council
May 28, 2024 City Council
June 4, 2024 Work Session
June 11, 2024 City Council
July 2, 2024 Work Session
July 9, 2024 City Council
July 23, 2024 City Council
August 6, 2024 Work Session
August 13, 2024 City Council
August 20, 2024 City Council
September 3, 2024 City Council
September 10, 2024 City Council
September 24, 2024 City Council
October 1, 2024 Work Session
October 8, 2024 City Council
October 22, 2024 City Council
November 12, 2024 City Council
December 3, 2024 Work Session
December 10, 2024 City Council

This schedule is subject to change
Please see the Upcoming Events page to confirm meeting dates and times

January 2nd Work Session will be canceled due to the holiday
March 5th Work Session will be canceled due to the State Caucus Meetings
April 2nd Work Session will be canceled due to Spring Break
June 25th City Council meeting will be canceled due to Round-Up and Primary Election
November 5th Work Session will be cancelled due to Election Day.
November 26th City Council meeting will be canceled due to the holiday
December 24th City Council meeting will be canceled due to the holiday

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 768-7100 ext. 2269.
- This notice has been properly posted and a copy provided to the local news media.

Agenda Item No: 4.5

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Surplus Items

Suggested Action:

Attachments:

Switchgear_Surplus_Memo 2023-12-08 17_49_40.pdf

LEHI CITY
POWER DEPARTMENT

12/7/2023

To: Jason Walker
From: Joel Eves
Subject: Electrical Switchgear Surplus

In preparation for the expansion the the Lehi Generating station and in order to run during the summer season of 2023 Lehi Power purchased Electrical switchgear for temporary installation. This switchgear was utilized until the fall and now the permanent gear is being installed. Springville has approached us and is now interested in the purchase of the temporary switchgear for their power plant expansion. In cooperation with Wheeler Machine (contractor providing gear), Springville, and Lehi we have arrived on an agreed upon purchase price of $202,911.30. This price reflects the cost of the gear less the installation costs (specific to Lehi's plant) as well as 5% for depreciation.

Dean and I have reviewed this valuation and are satisfied with the agreed upon pricing with Springville and recommend surplussing this switchgear for the use in Springville's power plant expansion. Thank you for your consideration and please let me know if you have any questions. Thanks

Sincerely,



Joel Eves
Lehi City Corporation
Power Department Director

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
FY2024 Budget Amendment
a. Public Hearing
b. Consideration of Resolution #2023-72 amending the current FY 2024 budget for Lehi City.
c. Adjourn for a Local Building Authority meeting to approve its amended budget.

Suggested Action:

Attachments:

Res 2023-72.doc

Budget Adjustment #1.pdf

LEHI CITY

RESOLUTION NO. 2023-72

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2024 (JULY 1, 2023 – JUNE 30, 2024).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2024; and

WHEREAS, for the purpose of amending the Fiscal Year 2024 Budget, a public hearing was scheduled and noticed as a class A notice under UCA Section 63G-30-102, at least seven (7) days prior to the time of said hearing, describing the proposed budget amendment and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah;

Section 1. General Fund Budget. (See attachment A)

Section 2. Revenues in Excess of Amounts Anticipated. Any revenues received in excess of the amounts anticipated to cover current expenditures shall be applied as per attachment A:

Section 3. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 12th day of December, 2023.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #1

FISCAL YEAR 2023-2024

Lehi City
Budget Amendment #1
Fiscal Year 2023-24
December 2023

Amendment 1a – Capital Project Carryovers

- The projects budgeted below were in progress at the end of the 2023 fiscal year. The budget needs to be carried over in order to complete the projects.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Class C	Signals	300,000	250,000	550,000	Carryover
Capital Projects	Nuisance Trees	225,000	34,000	259,000	Carryover
Fleet	New Vehicle Purchases	315,458	239,000	554,458	Carryover
Capital Projects	Dog Park	0	50,000	50,000	Carryover
Sewer	Manhole/Mainline Repair	310,000	200,000	510,000	Carryover

Amendment 1b – K9 Program

- The Police have received donations for a new K9 dog.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General	Police – K9 Supplies	14,000	13,500	27,500	Donations

Amendment 1c – Fiber Allocations

- Building and I/T Allocations need to be added to the Fiber Fund.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Fiber	Building	0	2,000	2,000	Fund Balance
Fiber	I/T	0	6,820	6,820	Fund Balance

Amendment 1d – CIP Transfer to Local Building Authority

- $7 million was identified as a cash contribution to the City Hall/Fire Station project. However, this transfer needs to be officially added to the budget.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Transfer to LBA	0	7,000,000	7,000,000	Fund Balance

Amendment 1e – Ice Skating Rink/Revenue

- A temporary ice-skating rink was approved in last year's budget process. The rink will be funded via user fees. This amendment budgets the user fees and the associated expenditures.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Ice Skating Rink	0	275,000	275,000	User Fees

Amendment 1f – Heritage Day Monument

- To fund the construction/expansion of the Legacy Center Walk of Fame Garden honoring Lehi Heritage Day honorees.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Heritage Day Monument	0	20,000	20,000	Capital Reserves

Amendment 1g – ICAC Grant

- The Police department secured a grant to assist in the fight against internet crimes against children (ICAC) program.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General	Police Training	57,550	8,000	65,550	Grant
General	Police Supplies	36,969	7,000	43,969	Grant

Amendment 1h – Pave Around Fuel Tank

- The City recently installed fuel tanks, which will allow better pricing for fuel as well as an emergency supply for fuel. The area around the tank at the Water building needs to be paved.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Improvements	0	25,000	25,000	Capital Reserves

Amendment 1i – Curb/Gutter/Sidewalk at old Police Building

- Part of the agreement involving the sale of the old police building was for the City to provide curb/gutter/sidewalk around the old police building site.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Capital Projects	Improvements	25,000	150,000	175,000	Capital Reserves

Amendment 1j – City Hall/Station #84

- This is to carryover money in the Local Building Authority to complete the construction of City Hall and Station #84.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Local Building Authority	City Hall	0	28,300,036	28,300,036	Carryover
Local Building Authority	Station #84	0	9,220,472	9,220,472	Carryover

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section: Regular Agenda

Subject:
Sale of Significant Parcel - *This item has been pulled from the Agenda*
a. Public Hearing
b. Consideration of Resolution #2023-73 approving a real estate purchase sales contract for the property at approximately 1200 S 1100 West.

Suggested Action:

Attachments:

Resolution-Real Estate Purchase Agreement (Strata Networks).docx

Real Estate Purchase Contract For Land (UAR 19).pdf

Addendum (UREC) (1).pdf

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
A REAL ESTATE PURCHASE CONTRACT FOR LAND

WHEREAS, Lehi City is the sole owner in fee simple of 3.5 acres of real property located at approximately 1300 South and 1100 West in the City of Lehi ("Property") that is currently being leased to Uintah Basin Electronics Telecommunications company, dba Strata Networks;

WHEREAS, Strata Networks has exercised an option to purchase the Property; and

WHEREAS, the purchase is subject to the terms and conditions contained in the Real Property Lease With Option to Purchase and the Real Estate Purchase Contract For Land attached as Exhibit A; and

WHEREAS, on December 11, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve a Real Estate Purchase Contract for Land with Strata Networks; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Real Estate Purchase Contract for Land between Lehi City and Dennis Schoonover attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 11th day of December, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

REAL ESTATE PURCHASE CONTRACT
FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 7th day of November, 2023 ("Offer Reference Date") Uintah Basin Electronic Telecommuni ("Buyer") offers to purchase from Lehi City Corporation ("Seller") the Property described below and **[☐] delivers to the Buyer's Brokerage with this offer, or [☑] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $00.00 in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 1300 South 1100 West, Lehi UT 84043
also described as: Serial Number: 13:033:0090 Southern 3.5 Approx Acres
City of _____ County of _____, State of Utah, Zip _____ (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) _____

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

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2. PURCHASE PRICE. The Purchase Price for the Property is $1,010,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$00.00	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
$	**(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
$	**(c) Seller Financing** (see attached Seller Financing Addendum)
$1,010,000.00	**(d) Balance of Purchase Price in Cash at Settlement**
$1,010,000.00	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☑ **Other (explain)** N/A No Roll-Back Taxes Assessed Against the Property

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☑ **Other (explain)** N/A Property is not in an HOA

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☑ **Upon Closing**; ☐ **Hours after Closing;** ☐ **Calendar Days after Closing;** ☐ **Other (explain)**

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent W Eldred, represents ☐ Seller ☑ both Buyer and Seller as a Limited Agent;
Seller's Brokerage Equity Real Estate - Solid, represents ☐ Seller ☑ both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify)_____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[☐] IS [☑] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: **[☑] IS [☐] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: **[☐] IS [☑] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[☐] WILL [☑] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $00.00. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[☑] ARE [☐] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[☑] Addendum No.** 1
[☐] Seller Financing Addendum [☐] Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[☑] SHALL [☐] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	12/21/2023	(Date)
(b) Due Diligence Deadline	11/28/2023	(Date)
(c) Financing & Appraisal Deadline	01/04/2024	(Date)
(d) Settlement Deadline	01/11/2024	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 **[☐] AM [☑] PM** Mountain Time on 12/14/2023 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Bruce H. Todd 211 E. 200 N. Roosevelt, UT 84066

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[☐] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[☐] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Mark Johnson

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

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ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [☑] ADDENDUM [☐] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/07/2023, including all prior addenda and counteroffers, between Uintah Basin Electronic Telecommunications, LLC dba as Buyer, and Lehi City Corporation as Seller, regarding the Property located at 84043. The following terms are hereby incorporated as part of the REPC:

Lehi City Corporation entered into a Real Property Lease With Option to Purchase with Uintah Basin Electronic Telecommunications, LLC dba Strata Networks effective April 27th, 2023. Strata Networks is exercising their right to purchase the lease property. The Real Estate Purchase Contract follows the Real Property Lease With Option to Purchase Agreement. The agreement will attached as an exhibit to addendum 1.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[☐] Seller [☑] Buyer** shall have until 5:00 **[☐] AM [☑] PM** Mountain Time on 12/14/2023 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[☐] Buyer [☐] Seller Signature (Date) (Time)	[☐] Buyer [☐] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] ACCEPTANCE: [☐] Seller [☐] Buyer hereby accepts the terms of this ADDENDUM.

[☐] COUNTEROFFER: [☐] Seller [☐] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

[☐] REJECTION: [☐] Seller [☐] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-74 approving an agreement for the Loop Road with Holy Cross Mountain Point Medical, Salt Development and Howland Development.

Suggested Action:

Attachments:

Resolution-Approval of Hospital Development Agreement (Loop Road).docx

Hospital Development-Loop Road Agreement.pdf

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
A HOSPITAL DEVELOPMENT AGREEMENT

WHEREAS, City desires to facilitate the further development of the CommonSpirit Holy Cross Hospital-Mountain Point Hospital by constructing a loop road and other improvements; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Hospital Development Agreement with multiple parties identified in the Agreement; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Hospital Development Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

HOSPITAL DEVELOPMENT AGREEMENT

THIS HOSPITAL DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into as of _____, 2023 (the "*Effective Date*"), by and among LEHI POINTE, L.L.C., a Utah limited liability company ("*Lehi Pointe*"), HOWLAND PARTNERS, INC., a Utah corporation ("*HPI*"), SANCTUARY AT LEHI, LLC, a Delaware limited liability company ("*SALT*"), LEHI CITY, a political subdivision of the State of Utah ("*City*"), MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("*MPT*"), and CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("*MPT Tenant*" and together with MPT, the "*MPT Parties*"). Lehi Pointe, HPI, SALT, City, MPT and MPT Tenant may be referred to individually as a "*Party*" and collectively as the "*Parties*."

A. Lehi Pointe owns that certain real property containing approximately 6.41 acres and located at 2800 North Digital Drive, Lehi, Utah, as more particularly described on Exhibit A attached hereto (the "*Lehi Pointe Parcel*"), which includes approximately one (1) acre on the northern boundary of the Lehi Pointe Parcel which is contiguous to the Hospital Parcel (as defined below) (the "*LP Detention Parcel*"), as depicted on the project map, attached hereto as Exhibit E (the "*Map*"). On April 5, 2018, BVLP Lehi, LLC, a Utah limibed liability company ("*BVLP*"), recorded against the Lehi Pointe Parcel a Notice of Joint Venture Agreement, as Entry No. 32009:2018, and filed in the Utah County Recorder's office.

B. Lehi Pointe owns that certain real property containing approximately 2.058 acres and located at 2900 N. Digital Drive, Lehi, Utah, as more particularly described on Exhibit B attached hereto (the "*Lehi Pointe Triangle Parcel*"). On August 15, 2015, BVLP recorded against the Lehi Pointe Triangle Parcel a Notice of Joint Venture Agreement, as Entry No. 77533:2015, and filed in the Utah County Recorder's office.

C. MPT owns that approximately 27.19 acre parcel of real property located at 3000 North Triumph Boulevard, Lehi, Utah, as more particularly described on Exhibit C (the "*Hospital Parcel*"), which contains (i) that certain real property comprised of approximately 43,560 square feet legally described on Exhibit D attached hereto and as depicted on the Map (the "*Western MPT Detention Parcel*" and together with the LP Detention Parcel, the "*LP-MPT Detention Parcel*"), (ii) the current hospital road beginning at Triumph Boulevard on the west and ending at the edge of the Hospital Parcel on the east, as depicted on the Map (the "*East/West Road*"), (iii) the current hospital road connecting Digital Drive to the Hospital Parcel, as depicted on the Map (the "*North/South Road*"), (iv) that certain property containing approximately 0.416 acres of real property located at the northern boundary of the Hospital Parcel, as shown and further described on the Map (the "*Northern Loop Road Parcel*"), (v) that certain real property containing approximately 0.2415 acres of real property located at the south-eastern boundary of the Hospital Parcel as shown and further described on the Map (the "*Southern Loop Road Parcel*," and together with the Northern Loop Road Parcel, the "*Loop Road Parcels*"), (vi) that certain real property approximately 0.928 acres of real property to be used for a future station for Utah Transit Authority, depicted on the Map as Parcel #4 ("*Parcel #4*"), (vii) that certain real property comprised of approximately 37,500 square feet legally described on Exhibit D attached hereto and as depicted on the Map (the "*Eastern MPT Detention Parcel*") and (viii) that certain real property

comprised of approximately 23,000 square feet depicted on Exhibit S attached hereto (the "*North Parking Lot Parcel*"). MPT Tenant is the tenant of the Hospital Parcel.

D. SALT owns that certain real property containing approximately 14.27 acres, as more particularly described on Exhibit F attached hereto (the "*SALT Property*").

E. Lehi Pointe, SALT, the City, and the SNF at the Ridge, L.C., a Utah limited liability company ("*SNF*"), are parties to that certain Development Agreement for the East Project, dated March 10, 2022, (as amended from time to time, the "*City DA*") pursuant to which the City has agreed to provide a graded pad on the Hospital Parcel at the location shown on the Map, and provide additional curb-cuts accessing the Hospital Parcel in substantially the locations shown on the Map.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Transfer of Property*. At the Closing (defined below) and in consideration of the Parties' obligations set forth herein (i) Lehi Pointe will transfer, or cause to be transferred, the LP Detention Parcel to MPT, free and clear of all liens and encumbrances and subject only to those title exceptions that will be approved by MPT Parties, by recording in the office of the Utah County Recorder, a Special Warranty Deed (the "*Lehi Pointe Deed*"), substantially in the form of the Special Warranty deed attached hereto as Exhibit G (the "*Form of Deed*"), (ii) MPT will transfer, or cause to be transferred, the Loop Road Parcels to the City by recording in the office of the Utah County Recorder, a Special Warranty Deed, substantially in the form of the Form of Deed (the "*MPT/City Deed*"), (iii) MPT will transfer, or cause to be transferred, Parcel #4 to SALT, free and clear of all liens and encumbrances and subject only to those title exceptions that will be approved by SALT, by recording in the office of the Utah County Recorder, a Special Warranty Deed, substantially in the form of the Form of Deed (the "*MPT/SALT Deed*"), and (iv) intentionally deleted.

2. *Development of LP-MPT Detention Parcel*. Lehi Pointe and MPT Parties will jointly develop plans (the "*LP-MPT Detention Parcel Development Plan*") for the (i) construction of an underground detention system to be constructed on the LP-MPT Detention Parcel (the "*LP-MPT Underground Detention System*"); provided, however, Lehi Pointe shall determine, in its reasonable discretion, the location of the LP-MPT Underground Detention System; and (ii) grading, compacting and construction of an asphalt parking lot containing not less than 100 parking spaces located on the surface of the MPT Detention Parcel (the "*MPT Detention Parcel Parking Lot",* and together with the LP-MPT Underground Detention System, collectively, the "*Lehi Pointe Improvements*"). No later than two years from the date of this Agreement (the "*LP-MPT Detention Parcel Outside Date*"), Lehi Pointe, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for the Lehi Pointe Improvements to be constructed in accordance with the LP-MPT Detention Parcel Development Plan and (ii) complete the construction of the Lehi Pointe Improvements in accordance with the LP-MPT Detention Parcel Development Plan.

(a) LP-MPT *Parking Easement Agreement.* At the Closing, Lehi Pointe and the MPT Parties shall enter into a perpetual access and parking easement with respect to the parking

on the LP-MPT Detention Parcel, in substantially the form attached hereto as Exhibit H (the "*LP-MPT Parking Easement Agreement*"). The LP-MPT Parking Easement Agreement will provide (i) a temporary construction easement to allow Lehi Pointe to construct the Lehi Pointe Improvements, (ii) for the cost of maintenance and repair of the easement area to be split between Lehi Pointe and the MPT Parties, (iii) Lehi Pointe's access to and use of the East/West Road (or such future road situated directly to the north of and adjacent to the LP-MPT Detention Parcel) directly from the LP-MPT Detention Parcel and (iv) Lehi Pointe's access to and use of the North/South Road the North/South Road (or such future road situated directly to the west of and adjacent to the Lehi Pointe Parcel) directly from the Lehi Pointe Parcel.

(b) Access to North/South Road. MPT Parties hereby agree that the median currently situated on the North/South Road shall be modified to provide the Lehi Pointe Parcel and the Lehi Pointe Triangle Parcel with three points of full access to the North/South Road, including both right and left-in and right and left-out access, with one point located on the west for the benefit of the Lehi Pointe Triangle Parcel and two points located on the east for the benefit of the Lehi Pointe Parcel (the "*Road Improvements*"). Following the Closing, Lehi Pointe shall develop a plan for the Road Improvements (the "*Road Improvements Plan*"), which shall be subject to the approval by MPT Parties. No later than two years from the date of this Agreement (the "*Road Improvements Outside Date*"), Lehi Pointe, at their sole cost and expense, shall (i) obtain any approvals, variances and permits required for the Road Improvements to be constructed in accordance with the Road Improvements Plan and (ii) complete the construction of the Road Improvements in accordance with the Road Improvements Plan; provided, however, that MPT Parties shall provide such cooperation and assistance to Lehi Pointe as may be reasonably requested in connection with the foregoing.

4. *Second Amendment to Restrictive Covenants*. At the Closing, Lehi Pointe and the MPT Parties agree to amend that certain Declaration of Restrictive Covenants, recorded in the office of the Utah County Recorder on December 21, 2012, as Entry No. 112991:2012, as amended by that First Amendment to the Declaration of Restrictive Covenants, recorded in the Recorder's Office on August 20, 2015, as Entry No. 76199:2015, by entering into and recording in the Record's Office a Second Amendment to the Declaration of Restrictive Covenants (the "*Second Amendment to Restrictive Covenants*"). The Second Amendment to Restrictive Covenants will be substantially in the form attached hereto as Exhibit I. At the Closing, SALT and the MPT Parties shall enter into a Declaration of Restrictive Covenants restricting certain uses on the SALT Property, in substantially the form attached hereto as Exhibit K (the "*SALT Restrictive Covenant Agreement*").

5. *Fifth Amendment to Development Agreement.* At the Closing, Lehi Pointe and the MPT Parties agree to amend that certain Development Agreement, having an effective date of December 21, 2012, and recorded in the Recorder's Office at Entry No. 112994:2012, as amended by that certain First Amendment to Development Agreement dated effective as of June 19, 2013, and recorded in the Recorder's Office at Entry No. 70515:2013, as amended by that certain Second Amendment to Development Agreement, having an effective date of August 20, 2015, and recorded in the Recorder's Office at Entry No. 76200:2015, as amended by that certain Third Amendment to Development Agreement, having an effective date of September 28, 2015, and recorded in the Recorder's Office at Entry No. 88681:2015, as amended by that certain Fourth

Amendment to Development Agreement dated November 4, 2015 and recorded as Entry No. 101342:2015, with the Utah County Recorder (the "*Seaboard Agreement*"), by entering into and recorder a Fifth Amendment to Development Agreement (the "*Fifth Amendment to Development Agreement*"), pursuant to which (i) Lehi Pointe will release any rights it has to develop any future medical office buildings for the MPT Parties, (ii) the Parties will release the use restriction on the Hospital Parcel which limits the development of the Hospital Parcel to medical facilities; and (iii) revise any use restrictions to apply only to the Lehi Pointe Parcel. The Fifth Amendment will be in substantially the form attached hereto as Exhibit J.

6. *City Obligations.*

(a) *Loop Road and Curb Cuts.* Attached hereto as Exhibit M is a plan (the "*Loop Road Plan*") for (i) the construction of an asphalt two-lane, two-way road east of the Hospital Parcel that extends from Triumph Boulevard to the proposed Utah Transit Authority transit station and then down to the existing termination of Slipstream Avenue as shown on the Map ("*Loop Road*") and (ii) for two (2) curb cuts (the "*Curb Cuts*") providing access to Loop Road from the Hospital Parcel at locations to be mutually acceptable to MPT Parties and the City. No later than December 1, 2025 (the "*Loop Road Outside Date*"), the City, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for Loop Road and the Curb Cuts to be constructed in accordance with the Loop Road Plan and (ii) shall complete construction of Loop Road and the Curb Cuts in accordance with the Loop Road Plan. Loop Road shall be a public road.

(b) *Traffic Light.* If the traffic levels at the entry point into the Mountain Point Medical Center on Triumph Boulevard require a traffic light, the City will prepare a plan (the "*Traffic Light Plan*") for the installation of such a traffic light (the "*Traffic Light*"), which Traffic Light Plan shall be subject to MPT Parties' approval, which shall not be unreasonably withheld, conditioned, or delayed. The City, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for the Traffic Light to be constructed in accordance with the Traffic Light Plan and (ii) shall complete construction of the Traffic Light in accordance with the Traffic Light Plan.

(c) *Intentionally Deleted.*

(d) *City Temporary Easement Agreement.* At the Closing, the City and the MPT Parties shall enter into a temporary access easement in substantially the form attached hereto as Exhibit P (the "*City Temporary Easement Agreement*"), providing the City with access upon the necessary portions of the Hospital Parcel for the purpose of completing the City Improvements.

(e) *Cost to Complete and Maintain City Obligations*. The City shall be solely responsible for all costs and expenses incurred in connection with completing the City Improvements, including, without limitation, all engineering and design plans, utility requirements, labor, construction, grading, landscaping, maintenance, repairs and administrative expenses and the City shall not be entitled for reimbursement, in whole or in part, from the MPT Parties whether via the levy of impact fees, special taxes, special assessments or otherwise. Once completed, the City, at its sole cost and expense, shall be responsible for the repair, replacement and maintenance of the City Improvements and the City shall not be entitled for reimbursement,

in whole or in part, from the MPT Parties whether via the levy of impact fees, special taxes, special assessments or otherwise.

(f) *Lot Line Adjustments*. The City hereby acknowledges that the transfers described in *Section 1* will need to be approved by the City Zoning Administrator in accordance with Section 11.340 *(Lot Line Adjustments)* of the Lehi City Development Code (the "*Code*") ("*LLA Approval*"). Following the Effective Date, Lehi Pointe and SALT shall submit all lot line adjustment applications needed to effectuate the transfers described in Section 1. MPT Parties parties shall reasonably cooperate with Lehi Pointe and SALT throughout the approval process to ensure that Lehi Pointe and SALT are not delayed in securing the LLA Approval. Without limiting the generality of the foregoing, MPT Parties shall promptly execute any such applications, notices, and consents as needed in connection with the LLA Approval.

7. *SALT Obligations*.

(a) *Connector* Road. Attached hereto as Exhibit Q is a plan (the "*Connector Road Plan*") for the construction of an asphalt two-lane, two way road connecting the East/West Road to Sandalwood in substantially the location shown on the Map ("*Connector Road*"), which will be installed in a manner and using materials consistent with the current East/West Road. No later than December 1, 2025 (the "*Connector Road Outside Date*"), SALT, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for Connector Road to be constructed in accordance with the Connector Road Plan, and (ii) shall complete construction of Connector Road in accordance with the Connector Road Plan. Connector Road will remain private and be owned by MPT. MPT shall grant a perpetual access easement to SALT, for the benefit of the SALT Property, over Connector Road, in substantially the form attached hereto as Exhibit U ("*Connector Road Agreement*"). Following the installation, MPT and SALT will equally share in the maintenance of Connector Road in accordance with the Connector Road Agreement.

(b) *Eastern MPT Detention Parcel*. Attached hereto as Exhibit R is a preliminary plan (as further revised as provided below, the "*Eastern MPT Detention Parcel Development Plan*") for the (i) construction of an underground detention system to be constructed on the Eastern MPT Detention Parcel (the "*Eastern MPT Underground Detention System*") and (ii) grading, compacting and construction of an asphalt parking lot containing not less than one hundred twenty-five (125) parking stalls located on the surface of the Eastern MPT Detention Parcel (the "*Eastern MPT Detention Parcel Parking Lot*", and together with the Eastern MPT Underground Detention System, collectively, the "*Eastern MPT Detention Parcel Improvements*"); provided, however, the Eastern MPT Detention Parcel Development Plan will be subject to further revisions as the Eastern MPT Detention Parcel Improvements are designed. No later than December 1, 2025 (the "*Eastern MPT Detention Parcel Outside Date*"), SALT, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for the Eastern MPT Detention Parcel Improvements to be constructed in accordance with the Eastern MPT Detention Parcel Development Plan and (ii) complete the construction of the Eastern MPT Detention Parcel Improvements in accordance with the Eastern MPT Detention Parcel Development Plan.

(c) *North Parking Lot*. Attached hereto as Exhibit S is a preliminary plan (as further revised as provided below, the "*North Parking Lot Development Plan*", and together with

the LP-MPT Detention Parcel Development Plan, the Road Improvements Plan, the Loop Road Plan, the Traffic Light Plan, the Grading Plan, the Connector Road Plan and the Eastern MPT Detention Parcel Development Plan, collectively, the "*Final Plans*") for the grading, compacting and construction of an asphalt parking lot containing not less than sixty (60) parking stalls located on the surface of the North Parking Lot Parcel (the "*North Parking Lot*", and together with Connector Road and the Eastern MPT Detention Parcel Improvements, collectively, the "*SALT Improvements*"; and the Lehi Pointe Improvements, the City Improvements and the SALT Improvements, collectively, the "*Improvements*"); provided, however, the North Parking Lot Development Plan will be subject to further revisions as the North Parking Lot improvements are designed. No later than December 1, 2025 (the "*North Parking Lot Outside Date*", and together with the LP-MPT Detention Parcel Outside Date, the Road Improvements Outside Date, the Loop Road Outside Date, the Graded Pad Outside Date, the Connector Road Outside Date, the Eastern MPT Detention Parcel Outside Date, and the North Parking Lot Outside Date, collectively, the "*Outside Date*"), SALT, at its sole cost and expense, shall (i) obtain any approvals, variances and permits required for the North Parking Lot to be constructed in accordance with the North Parking Lot Development Plan and (ii) complete the construction of the North Parking Lot in accordance with the North Parking Lot Development Plan.

(d) *SALT Temporary Easement Agreement.* At the Closing, SALT and The MPT Parties shall enter into a temporary access easement in substantially the form attached hereto as Exhibit T (the "*SALT Temporary Easement Agreement*"), providing SALT with access upon the necessary portions of the Hospital Parcel for the purpose of completing the SALT Improvements.

8. *Closing*. The closing of the transactions described herein shall occur within five (5) business days after the City Zoning Administrator issues the LLA Approval (the "*Closing*"). The Closing shall take place through an exchange of documents and funding through an escrow with Backman Title Services, 3333 N. Digital Dr, Ste 260, Lehi, Utah 84043, Attn: Tiffany Tripp.

(a) *Lehi Pointe Party Deliverables*. On or prior to the Closing, Lehi Pointe shall (1) fund and (2) deliver or cause to be delivered three (3) duly executed and notarized originals of each of, as applicable, the following:

(i) the Lehi Pointe Deed to MPT, subject only to the exceptions to title approved by the MPT Parties;

(ii) the LP-MPT Parking Easement Agreement to the MPT Parties;

(iii) intentionally deleted;

(iv) intentionally deleted;

(v) the Second Amendment to Restrictive Covenants duly executed by BV Center Pointe, LLC to the MPT Parties;

(vi) the Fifth Amendment to Development Agreement to the MPT Parties;

(vii) intentionally deleted;

(viii) a FIRPTA (Foreign Investment in Real Property Tax Act) affidavit to the MPT Parties;

(ix) a closing statement in form and substance mutually satisfactory to the Parties;

(x) a Title Policy, in form and substance acceptable to the MPT Parties,

insuring MPT's ownership interests in the LP Detention Parcel, subject only to the exceptions approved by the MPT Parties; and

(xi) such other certificates, tax filings, instruments and documents as the Title Company reasonably deems necessary to effectuate the transactions contemplated hereby.

(b) *MPT Deliverables*. On or prior to the Closing, the MPT Parties shall deliver or cause to be delivered three (3) duly executed and notarized originals of each of, as applicable, the following:

(i) the MPT/City Deed to the City;
(ii) the MPT/SALT Deed to SALT;
(iii) the SALT Restrictive Covenant Agreement;
(iv) the LP-MPT Parking Easement Agreement to Lehi Pointe Parties;
(v) intentionally deleted;
(vi) the City Temporary Easement Agreement to the City;
(vii) the SALT Temporary Easement Agreement to SALT;
(viii) the Second Amendment to Restrictive Covenants to Lehi Pointe;
(ix) the Fifth Amendment to Development Agreement to Lehi Pointe;
(x) the Connector Road Agreement;
(xi) a FIRPTA affidavit to the City and SALT;
(xii) a closing statement in form and substance mutually satisfactory to the Parties;
(xiii) a Title Policy, in form and substance acceptable to SALT, insuring SALT's ownership interests in Parcel #4, subject only to the exceptions approved by SALT;
(xiv) a Title Policy, in form and substance acceptable to the City, insuring the City's ownership interests in the Loop Road Parcels, subject only to the exceptions approved by the City; and
(xv) such other certificates, tax filings, instruments and documents as the Title Company reasonably deems necessary to effectuate the transactions contemplated hereby.

(c) *SALT Deliverables*. On or prior to the Closing, SALT shall (1) fund and (2) deliver or cause to be delivered three (3) duly executed and notarized originals of each of, as applicable, the following:

(i) the SALT Restrictive Covenant Agreement;
(ii) the SALT Temporary Easement Agreement to MPT;
(iii) intentionally deleted;
(iv) the Connector Road Agreement;
(v) intentionally deleted;
(vi) a closing statement in form and substance mutually satisfactory to the Parties; and
(vii) such other certificates, tax filings, instruments and documents as the Title Company reasonably deems necessary to effectuate the transactions contemplated hereby.

(d) *City Deliverables*. On or prior to the Closing, the City shall deliver or cause to be delivered three (3) duly executed and notarized originals, as applicable, of each the following:

(i) the City Temporary Easement Agreement to the MPT Parties;

(ii) intentionally deleted;

(iii) a closing statement in form and substance mutually satisfactory to the Parties;

(iv) a copy of the resolutions or consents of the respective governing bodies of the City authorizing the City's respective execution, delivery, and performance of this Agreement and all other documents to be executed by the City; and

(v) such other certificates, tax filings, instruments and documents as the Title Company reasonably deems necessary to effectuate the transactions contemplated hereby.

(e) *Closing Costs*. Except as otherwise expressly stated in this Agreement, each Party shall bear its own costs associated with the Closing and shall pay its own attorneys' fees. Lehi Pointe shall pay for the cost of MPT's Owner Title Policy premium for a standard policy covering the LP Detention Parcel and half the cost of any escrow fees or related charges from the Title Company. In connection with the transfers contemplated under *Section 1* of this Agreement, MPT shall pay for the cost of any extended coverage of MPT's Owner Title Policy premium with respect to the LP Detention Parcel and any endorsements thereto, and SALT shall pay: (i) half the cost of any escrow fees or related charges from the Title Company, (ii) the cost of all documentary or transfer taxes in connection with the transfers contemplated under Section 1 of this Agreement, and (iii) the cost of the City's Owner Title Policy premium and any endorsements thereto and any extended insurance coverage. In addition, SALT shall pay for the cost of the plans that SALT is responsible for preparing under this Agreement, and the cost of any City or other governmental or regulatory consents or approvals that SALT is responsible for obtaining under this Agreement. SALT will be responsible for the cost of SALT's Owner Title Policy premium and any endorsements thereto and any extended insurance coverage. MPT Parties shall be solely responsible for all costs and expenses of any consultants retained by MPT Parties in connection with this Agreement.

9. *Default*. No Party shall be in default under this Agreement unless such Party fails to perform an obligation required under this Agreement or cure a breach under this Agreement within thirty (30) days after written notice (each, a "*Default Notice*") is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation or cure such breach. If the nature of the defaulting Party's obligation or breach is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure promptly upon such Force Majeure no longer existing) and after such commencement diligently prosecutes and completes the same within 120 days of receipt of the Default Notice. Upon the occurrence of an uncured breach or default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of

this Agreement at law or in equity. As provided below, in the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

10. *Notices*. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, or one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

If to MPT Tenant, to:

Centura Health
9100 E. Mineral Circle
Centennial, CO 80012
Attn: Vice President of Real Estate and Construction

And

Centura Health
9100 E. Mineral Circle
Centennial, CO 80012
Attn: General Counsel

With a copy to (which shall not constitute notice):

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attn: Katie J. Crane, Esq.
Email: Katie.Crane@kutakrock.com

If to MPT, to:

[MPT of Lehi-Steward, LLC
c/o MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242
Attn: Legal Department
Fax: (205) 969-3756
Email: legal@medicalpropertiestrust.com]

With a copy to (which shall not constitute notice):

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 20th Street North, Suite 1400
Birmingham, Alabama 35203
Attn: Lynn Reynolds, Esq.
Fax: (205) 488-3713
Email: lreynolds@bakerdonelson.com

If to Lehi Pointe, to:

Howland Partners, Inc.
9450 South Redwood Road
South Jordan, Utah 84095
Attn: Gary L. Howland
Email: gary@howlandinc.com

With a copy to (which shall not constitute notice):

Bennett Tueller Johnson & Deere, LLC
3165 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84121
Attn: Jeffrey E. Matson
Email: jmatson@btjd.com

If to SALT, to:

SANCTUARY AT LEHI, LLC
Brian Hobbs
205 N 400 W, Ste 300
Salt Lake City, Utah 84103
Email: brian.hobbs@saltdev.com

With a copy to (which shall not constitute notice):

Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attn: Leeza Evensen
Email: levensen@swlaw.com

If to the City, to:

The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

or such other address or addresses as a Party may hereafter designate.

11. *Governing Law; Attorneys' Fees*. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

12. *Time*. Time is of the essence with respect to all time periods contained herein.

13. *Interpretation; Exhibits*. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

14. *Entire Agreement; Counterparts*. This Agreement, together with the exhibits attached hereto, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document. Executed signature pages to this Agreement may be delivered by facsimile or electronic transmission and any such signature page shall be deemed an original.

15. *Relationship of Parties and No Third-Party Rights*. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

16. *Amendments; Waivers*. This Agreement may only be amended, waived or enforced by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions

nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may only be amended in a writing signed by all of the Parties hereto.

17. *Force Majeure*. No·liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (each a, "*Force Majeure*"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, strikes, riots, pandemic, power interruptions, the act of governmental bodies, delays caused by the City in reviewing and approving Lehi Pointe and SALT's submittals in excess of the City's normal practices, changes in in applicable laws and regulations, including building codes, accident, labor shortage or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism provided, however, that such excused delay by any of the Force Majeure events shall be deemed to exist only so long as the Party subject to such Force Majeure event promptly and specifically notifies the MPT Parties in writing of such delay and exercise due diligence to remove or overcome such delay; and, provided further that such Force Majeure event shall not excuse, defer or delay any obligation of any Party involving the payment of money.

18. *No Joint Obligations*. Each Party is liable for only its own obligations under this Agreement and the Parties shall have no joint liability under this Agreement. For the avoidance of doubt, if one Party breaches the terms of this Agreement, the other Parties shall not be responsible for curing such breach.

19. *Severability*. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

20. *Other Necessary Acts*. Each Party shall execute and deliver to the other any further instruments and documents, and undertake such further acts, as may be reasonably necessary to carry out the objectives and intent of this Agreement.

21. *Survival*. The representations, warranties and covenants contained in this Agreement shall survive the Closing.

22. *Assignment*. This Agreement is not assignable by any Party without the prior written consent of the other Parties.

23. *Representations*. Each Party hereby represents and warrants to the other Parties that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

24. *Conflict with Ordinances*. To the extent permitted by applicable law, all provisions, conditions and regulations as set forth in this Agreement, the documents or plans to which it refers shall supersede and be deemed to amend all City ordinances, codes, and regulations that are in conflict herewith as they may apply to the Hospital Parcel and the other property described herein.

25. *Construction Obligations*.

(a) *Construction of Improvements*. (i) Lehi Pointe Parties, with respect to the Lehi Pointe Improvements, (ii) SALT, with respect to the SALT Improvements, and (iii) the City, with respect to the City Improvements, shall: (a) cause the commencement of construction and the completion of the Improvements in accordance with the terms of this Agreement and the Final Plans; (b) use commercially reasonably efforts to ensure that the applicable architect, contractors and sub-contractors has and will continue to perform its design and construction obligations as set forth in their applicable agreements; (c) cause the Improvements to be constructed in compliance with all agreements and covenants and restrictions of record (the "*Recorded Agreements*") and all applicable laws, ordinances and regulations, including, without limitation, all applicable hazardous materials laws, all applicable healthcare laws, Americans with Disabilities Act and regulations thereunder, and laws, ordinances and regulations relating to subdivision, zoning, building codes, set back requirements and environmental matters; (d) obtain all consents and approvals required by the Recorded Agreements; (e) cause the Improvements to be constructed so as not to encroach upon or overhang any property line, setback line, easement or right-of-way (except as permitted pursuant to a properly executed and recorded easement or other applicable agreement, in form and substance reasonably acceptable to the MPT Parties in relation to Improvements located on the real property owned by the MPT Parties); (f) cause such construction to proceed continuously (subject to temporary cessation to the extent not in violation of the terms of this Agreement); (g) complete construction of the Improvements no later than the applicable Outside Date; (h) construct the Improvements in a manner which minimizes interference to the business operations on, and access to, the Hospital Parcel, in consultation with the MPT Parties; and (i) maintain insurance against all hazards normally insured against in the construction industry for similar projects, adding the MPT Parties as additional insured on all liability policies and loss payee on property coverages and providing to the MPT Parties original policies of insurance or a certified copy thereof (which is certified in writing by a duly authorized agent for the insurance company as a "true, correct, complete and certified" copy of the policy) for the required insurance.

(b) *Completion*. "Completion" with respect to any Improvements shall occur upon the occurrence of: (i) the substantial completion of all construction work to be completed by the Party responsible for such work pursuant to this Agreement (including any punch list items) as evidenced by an architect or engineer certificate for such Improvements, if applicable, and (ii) the

issuance of a temporary Certificate of Occupancy or its local equivalent for those Improvements for which such certificate or its equivalent is generally issued. Promptly following the Completion of any Improvements, the Party responsible for construction of such Improvements shall deliver to the MPT Parties the certificates, as applicable, set forth in subsections (i) and (ii) above; a written list of the names and addresses of all persons employed as general contractors and subcontractors related to such Improvements; and copies of all final lien and claim waivers, affidavits, warranties, guaranties, assignments and subordinations received by the architect or engineer and the general contractor as applicable to such Improvements.

(c) *Permanent Maintenance*. Except as otherwise provided in the Connector Road Agreement and *Section 25(d)* of this Agreement, following Completion of the SALT Improvements, MPT Parties shall, at its cost, maintain, repair and replace the SALT Improvements. The provisions of this *subsection 25(c*) shall survive the Closing.

(d) *Liens and Encumbrances*: (i) Lehi Pointe Parties, with respect to the Lehi Pointe Improvements, (ii) SALT, with respect to the SALT Improvements, and (iii) the City, with respect to the City Improvements, shall: (a) keep free from all liens and encumbrances the MPT parties' interests in any real property owned by the MPT Parties (the "*MPT Real Property*") and the Improvements; (b) pay prior to delinquency and prior to any interest, fees or penalties being incurred for not promptly paying, all persons or entities supplying work or materials for the construction of the Improvements; and (c) promptly contest in good faith or discharge, bond off, provide affirmative title insurance coverage insuring the MPT Parties against any loss or damage with respect to, or make other arrangements reasonably acceptable to the MPT Parties with respect to, any mechanic's, materialman's or other lien filed against any of the MPT Real Property, the Improvements located on the MPT Real Property, or the MPT Parties.

(e) *Workmanship*; *Warranty* (i) Lehi Pointe, with respect to the Lehi Pointe Improvements, (ii) SALT, with respect to the SALT Improvements, and (iii) the City, with respect to the City Improvements, hereby warrants, covenants and agrees that: (a) the Improvements shall be performed and constructed: (1) in accordance with the applicable Final Plans, (2) in a professional, competent, diligent and workmanlike manner, (3) in a manner which does not unreasonably disrupt the operations of the MPT Parties on the Hospital Parcel or access thereto, (4) by knowledgeable, trained and qualified personnel, and (5) in accordance with the terms of this Agreement, applicable law and the standards of performance normally applicable to service providers in the applicable industry for similar tasks and projects; (b) all materials and equipment furnished will be new unless otherwise required or permitted by applicable construction documents and free from faults and defect; (c) all the work for the completion of the Improvements will be of good quality, free from faults and defects, except for those defects inherent in the quality of the Improvements that construction documents require or permit; (d) it shall use its commercially reasonable efforts to complete the Improvements by the applicable Outside Date; and (e) upon the respective completion date of such portion of the Improvements, such Improvements shall be in compliance with all applicable laws and free of all faults and defects; provided, however, that the foregoing obligations and warranties with respect to any Improvements shall automatically expire on the date that is one (1) year after Completion of such Improvements ("*Warranty Period*"); provided further that the warranties under this *subsection (e)* will respect to latent defects shall continue for the duration of the applicable statute of limitations. The warranties under this *subsection (d)* exclude remedies for damage or defect caused by abuse, modifications not executed

by the Party that performed the initial construction work, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If after Completion and during the Warranty Period, the Improvements or any part or element thereof are found to be defective or not in accordance with the Final Plans, then the Party which is responsible under this Agreement for the initial construction of such portion of the Improvements shall correct the same, at such Party's sole cost and expense, promptly after receipt of written notice from the MPT Parties to do so.

(f) *Indemnity*. Subject to the provisions of this Agreement, Lehi Pointe, SALT and the City agree to indemnify, protect, defend and hold harmless the MPT Parties and their respective officers, directors, owners, members, agents and employees, from and against all claims, liabilities, losses, damages, costs and expenses of whatever nature arising out of or in connection with the Improvements, the construction of the Improvements or the entry of Lehi Pointe, SALT or the City onto the Hospital Parcel, including, without limitation, mechanic's liens, the cost of any repairs or remediation to the Hospital Parcel or the improvements located thereon, the cost to correct land subsidence or defects in work or materials, and bodily injury to persons or damage to the property of the MPT Parties, their employees, agents, invitees, licensees or others, but only to the extent resulting from (a) the indemnifying Party's negligence or willful misconduct in performing or failing to perform its obligations under this Agreement, (b) the indemnifying Party's breach of any representation, warranty or covenant contained in this Agreement, or (c) the indemnifying Party's failure to comply with applicable law. To the extent any claims, damages, etc. are jointly caused by the acts or omissions of the Parties, such claims will be apportioned between the Parties on a pure comparative negligence basis. The provisions of this *subsection (e)* shall automatically terminate and expire on the last day of the Warranty Period.

(g) *Consultants.* The MPT Parties shall have the right, but not the obligation, to hire, at its sole cost, consultants to inspect work being performed in connection with the Improvements. Lehi Pointe, SALT and the City acknowledge and agree that neither the MPT Parties nor any consultant hired by the MPT Parties are under any obligation to inspect any work performed in connection with the Improvements or discover defects or deficiencies in such work; provided, however, in the event the MPT Parties or their consultants do discover defects or deficiencies in the development and construction of the Improvements, the MPT Parties shall notify Lehi Pointe, SALT and the City of same (but the MPT Parties' failure to do so will not relieve Lehi Pointe Parties, SALT and the City of their responsibilities hereunder). The inspection or observation of work being performed in connection with the Improvements by the MPT Parties, or any consultants retained by the MPT Parties, shall not in any way constitute an acceptance of defective or improper work and shall not make the MPT Parties, or consultants retained by the MPT Parties, responsible for the means, methods, sequences or techniques to perform any work related to the Improvements. Similarly, the failure of the MPT Parties, or any consultants retained by the MPT Parties, to discover or give notice of any defects, deficiencies or other problems with respect to work being performed in connection with the Improvements shall not constitute a waiver or acceptance thereof and shall not in any way affect or reduce Lehi Pointe's, SALT's or the City's responsibilities under the terms of this Agreement. MPT Parties shall be solely responsible for the cost and expense of any consultants retained by the MPT Parties to inspect the work being performed in connection with the Improvements and shall promptly pay such consultants.

(h) *Reports and Notices.* Lehi Pointe, SALT and the City, as applicable, shall: (i) furnish promptly to the MPT Parties such information as the MPT Parties may reasonably

require concerning costs, design and engineering, progress of construction, and such other factors related to construction of the Improvements as the MPT Parties may reasonably require but not more often than once every other month; and (ii) notify the MPT Parties promptly upon acquiring actual knowledge of (1) any material litigation instituted, or any claim or litigation threatened in writing with respect to construction of the Improvements, and (2) any material default or material dispute with any contractor working on the Improvements (collectively, "*Material Events*"), provided that such notices are required only if the occurrence of the Material Events is expected to adversely affect a Party's obligations under this Agreement, as determined in the reasonable discretion of such Party.

(i) *Limitation on Damages*. NO PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES, WILL BE LIABLE TO ANY OTHER PARTY (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR SUCH OTHER PARTY'S SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE (EXCLUDING GENERAL DAMAGES), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT, EXCLUDING, HOWEVER, ANY DAMAGES ARISING BECAUSE OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LEHI POINTE, SALT AND THE CITY, AS APPLICABLE, IF SUCH DAMAGES ARE COVERED AND PAID BY INSURANCE.

(j) *No Brokers*. Each Party represents that it has not utilized the services of a broker in connection with this Agreement and that no claim exists for a brokerage commission, finder's fee or similar fee in connection with this Agreement made by such Party. Each Party shall indemnify, defend and hold harmless each other Party from and against any claim for a brokerage commission, finder's fee or similar fee in connection with this Agreement based on an actual or alleged agreement made by such Party. The terms of this section shall survive termination of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Property Development Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

LEHI POINTE:

LEHI POINTE, L.L.C., a Utah limited liability company

BY: HOWLAND PARTNERS, INC., a Utah corporation, its Manager

By: _____
Gary L. Howland, Chief Executive Officer

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, Gary L. Howland, who being duly sworn, did say that he is the Chief Executive Officer of Howland Partners, Inc., a Utah corporation, the Manager of Lehi Pointe, L.L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

[Signature Page to Easement Agreement]

MPT TENANT:

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as _____ of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature_____ (Seal)

[Signature Page to Easement Agreement]

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he is the _____of _____, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

[Signature Page to Easement Agreement]

Lehi City:

_____

By:_____
Mark Johnson

Title: Mayor

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he is the _____of _____, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

[Signature Page to Easement Agreement]

HPI:

HOWLAND PARTNERS, INC., a Utah corporation

By: _____
Gary L. Howland, Chief Executive Officer

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, Gary L. Howland, who being duly sworn, did say that he is the Chief Executive Officer of Howland Partners, Inc., a Utah corporation, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

SALT:

SANCTUARY AT LEHI, LLC, a Delaware limited liability company

By: Rock SALT II, LLC, a Delaware limited liability company

By: _____
Thomas Vegh, Manager

By: _____
Brian Hobbs, Manager

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, Thomas Vegh, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, Brian Hobbs, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

EXHIBIT A

(*Legal Description of the Lehi Pointe Parcel*)

Parcel No: 46:917:0003

Physical Address: 2800 N. Digital Drive

Legal Description: Lot 3, Mountain Point Medical Center Commercial Subdivision

EXHIBIT B

(*Legal Description of the Lehi Pointe Triangle Parcel*)

Parcel No: 46:917:0002

Physical Address: 2900 N. Digital Drive

Legal Description: Lot 2, Mountain Point Medical Center Commercial Subdivision

EXHIBIT C

(*Legal Description of the Hospital Parcel*)

Parcel 1:

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

Parcel No. 46:927:0005

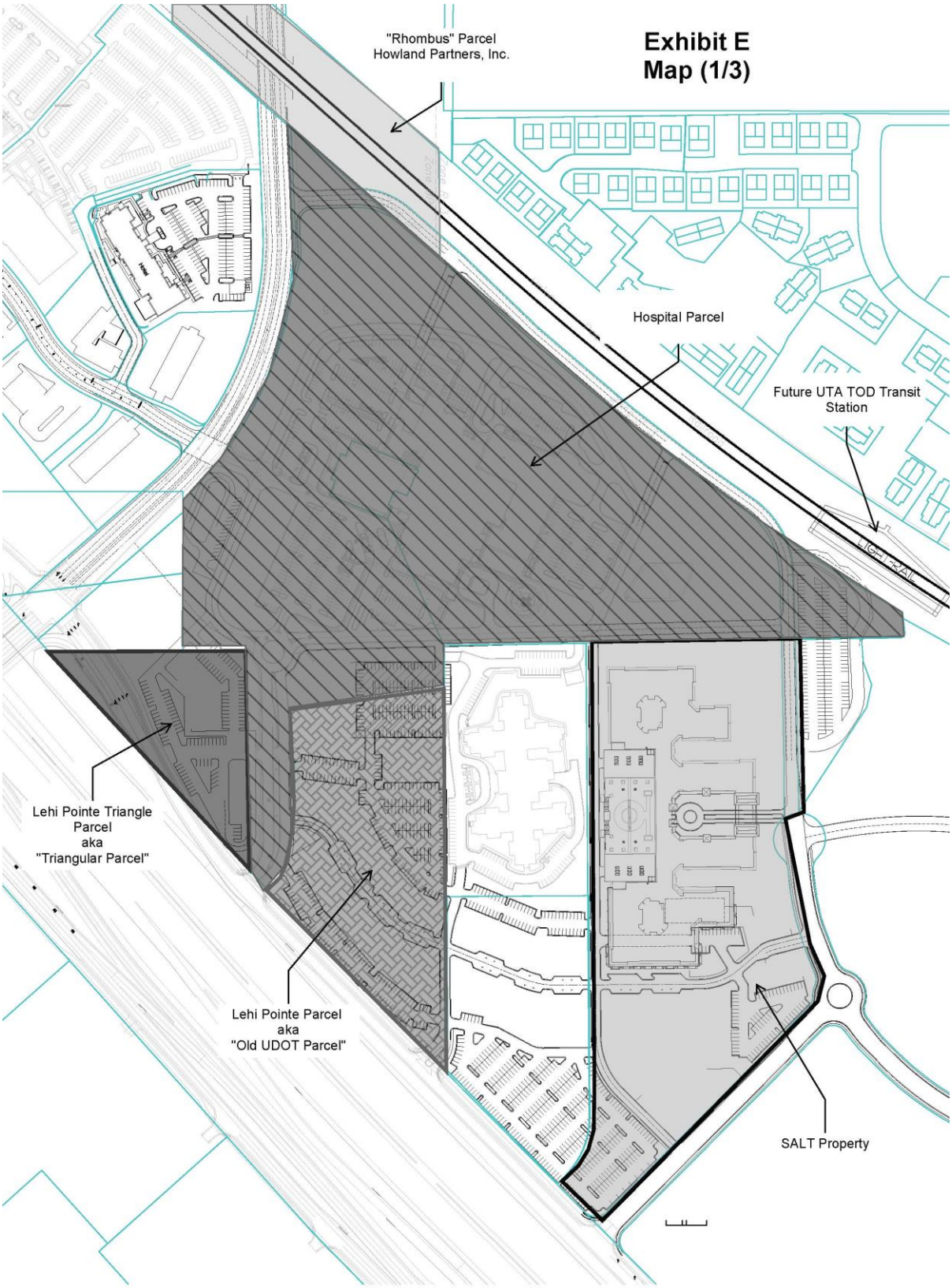
EXHIBIT D

(*Legal Description of the Detention Parcel*)

BEGINNING AT A POINT WHICH IS NORTH 00°01’34” WEST ALONG THE SECTION LINE A DISTANCE OF 1158.85 FEET AND EAST 2265.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A SOUTHERLY CORNER OF LOT 5, MOUNTAIN POINT MEDICAL CENTER COMMERCIAL SUBDIVISION – 1st AMENDMENT, BEING ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 00°45’45” WEST 51.64 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 156.65 FEET THROUGH A CENTRAL ANGLE OF 89°45’23” (CHORD BEARS NORTH 44°06’56” EAST 141.12 FEET); THENCE NORTH 88°59’38” EAST 284.32 FEET TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 00°24’22” EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 106.46 FEET TO A SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 82°20’08” WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 386.03 FEET TO THE POINT OF BEGINNING.

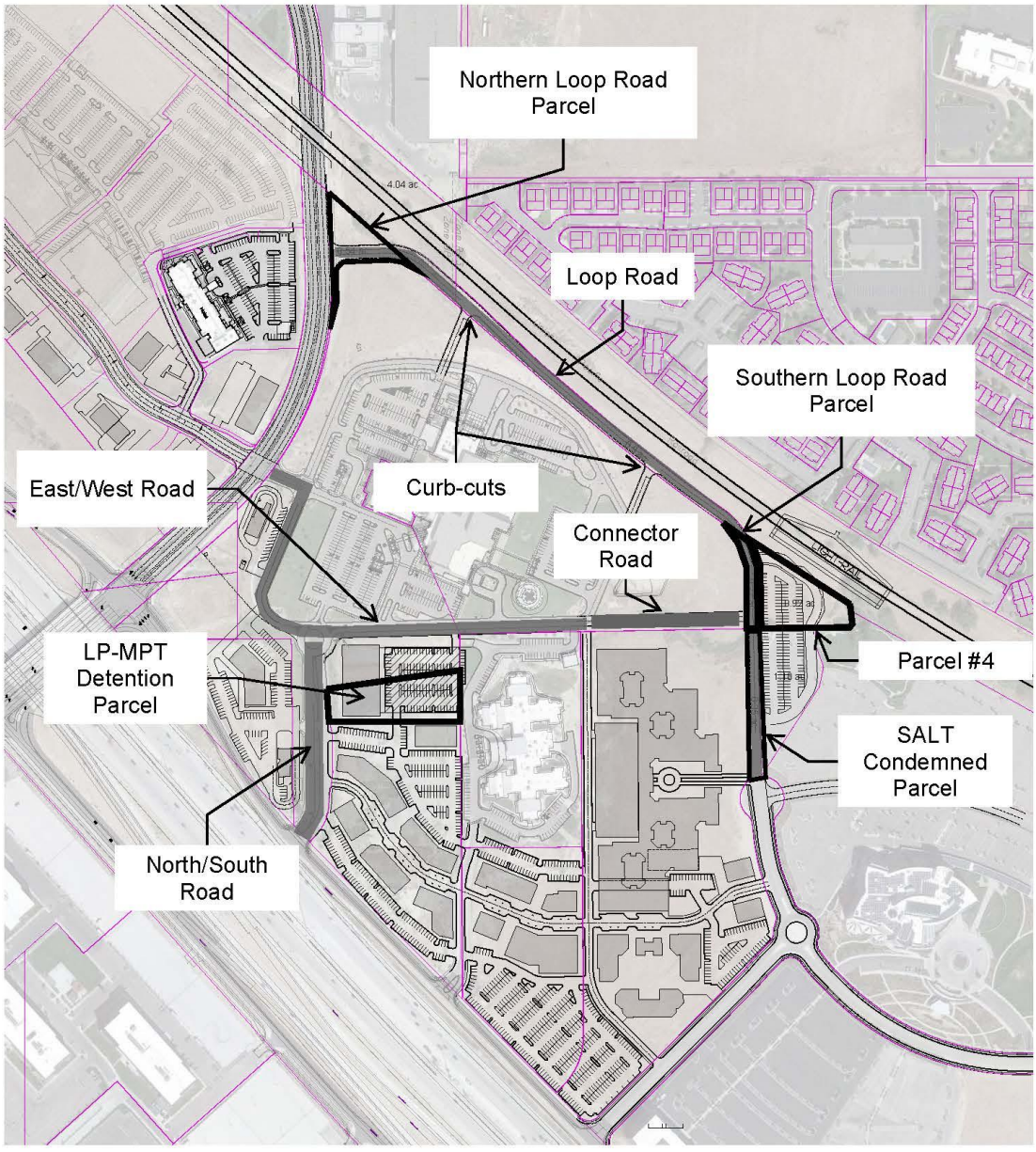
EXHIBIT E

(The Project Map)



*Lehi Pointe's depictions, inner road layouts, and building locations may change regarding layout.

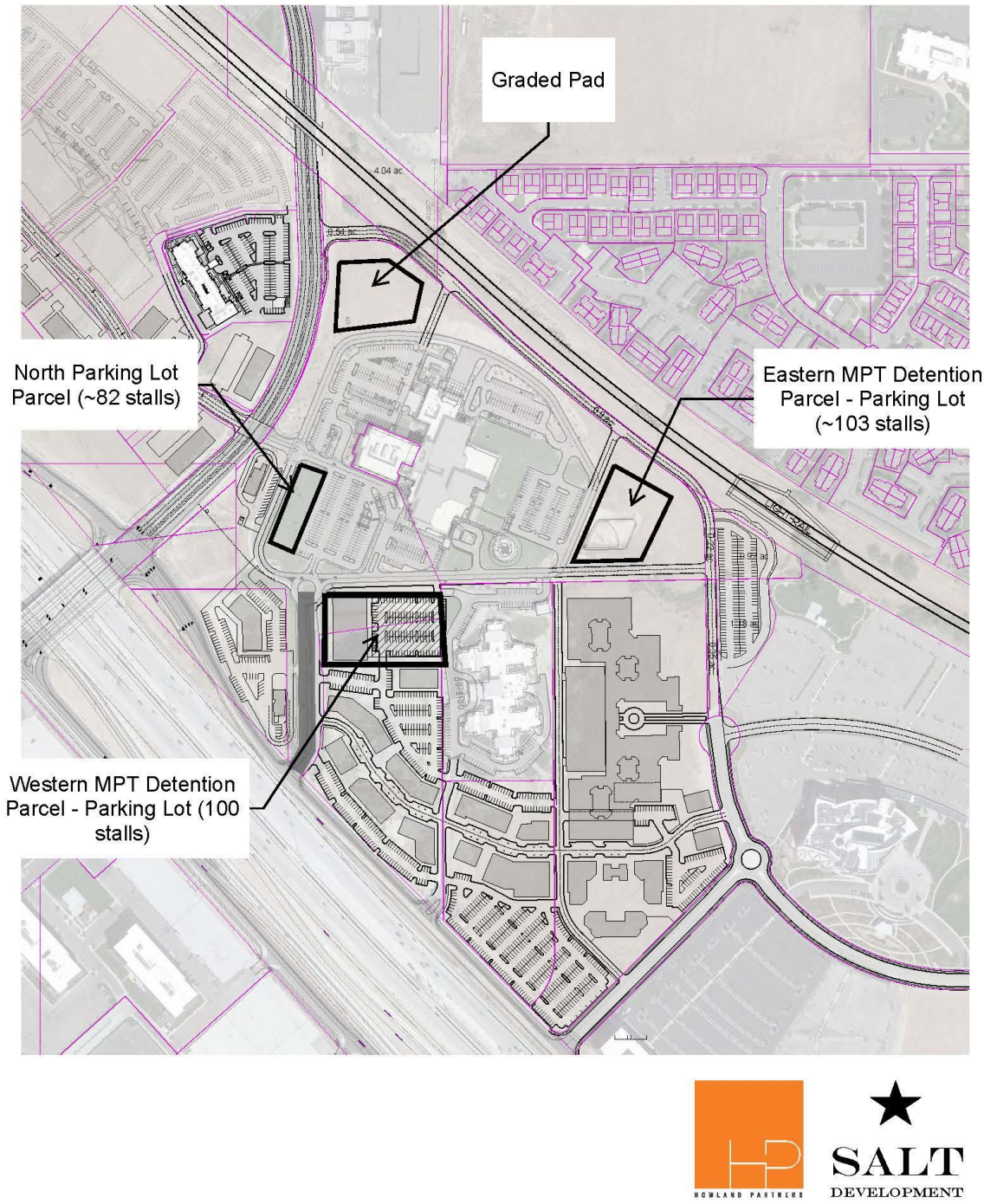
Exhibit E (2/3)



SALT DEVELOPMENT

*Lehi Pointe's depictions, inner road layouts, and building locations may change regarding layout.

Exhibit E (3/3)



HOWLAND PARTNERS

SALT DEVELOPMENT

*Lehi Pointe's depictions, inner road layouts, and building locations may change regarding layout.

EXHIBIT F

(*Legal Description of the SALT Property*)

Lot 2, Lehi Botanical Subdivision, Amending Lehi Industrial Park Plat "A", according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel No.: 45-579-0002

EXHIBIT G

(*Form of Special Warranty Deed*)

MAIL TAX NOTICE TO:

_____

_____

_____ Parcel No:_____

SPECIAL WARRANTY DEED

[GRANTOR], of [GRANTOR LOCATION], as Grantor, does hereby grant and convey to **[GRANTEE]**, of [GRANTEE LOCATION], as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the following described tract(s) of land in Utah County, State of Utah (the "Property"), together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto:

SEE LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO.

Grantor hereby binds itself to warrant and defend the title to the Property, as against all acts of Grantor herein and none other, subject to the exceptions contained on Exhibit A attached hereto.

WITNESS, the hand of said Grantor, this ____ of _____ 2023.

GRANTOR:

[GRANTOR]

By: _____
Name:_____
Title:_____

[NOTARY BLOCK]

EXHIBIT H

(*LP-MPT Parking Easement Agreement*)

WHEN RECORDED, MAIL TO:

Lehi Pointe, L.L.C.
Attn: Gary L. Howland
9450 South Redwood Road
South Jordan, Utah 84095

PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT (this "***Agreement***") is made and entered into effective as of the ____ day of _____ 2023 by Lehi Pointe, L.L.C., a Utah limited liability company ("***Lehi Pointe***"), and MPT of Lehi-Steward, LLC, a Delaware limited liability company ("***MPT***"). Lehi Pointe and MPT, together with their successors and assigns, are each sometimes referred to herein individually as an "***Owner***" and collectively as the "***Owners***."

RECITALS

A. The Owners entered into that certain Hospital Development Agreement (the "***Development Agreement***"), dated as of the date hereof, by and among the Owners, BVLP LEHI, LLC, a Utah limited liability company, HOWLAND PARTNERS, INC., a Utah corporation, SANCTUARY AT LEHI, LLC, a Delaware limited liability company, LEHI CITY, a political subdivision of the State of Utah, and CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("***MPT Tenant***" and together with MPT, the "***MPT Parties***").

B. Lehi Pointe is the owner of (i) all of that certain parcel of real property consisting of approximately [6.415] acres situated in Utah County, State of Utah, as more particularly described on Exhibit A attached hereto (the "***Lehi Parcel***"), and (ii) that certain parcel of real property containing approximately [2.058] acres and located at 2900 N. Digital Drive, Lehi, Utah, as more particularly described on Exhibit B attached hereto (the "***Triangle Parcel***").

C. MPT is the owner of all that certain parcel of real property consisting of approximately [27.19] acres situated in Utah County, State of Utah, as more particularly described on Exhibit C attached hereto (the "***MPT Parcel***"), which includes (i) an area of approximately 43,560 square feet used as a detention pond, as more particularly described on Exhibit D attached hereto ("***North Detention Area***"), and an area of approximately 43,560, as more particularly described on Exhibit D-1 ("***South Detention Area***," and together with the North Detention Area, the "***Detention Area***") and, (ii) the current hospital road beginning at Triumph Boulevard on the west and ending at the edge of the MPT Parcel on the east, as shown on Exhibit E attached hereto (the "***East/West Road***"), and (iii) the current road connecting Digital Drive to the MPT Parcel, as shown on Exhibit E-1 attached hereto (the "***North/South Road***").

D. Lehi Pointe desires, among other things, to install an underground detention system on the Detention Area and construct a parking area on the North Detention Area within the MPT Parcel, and MPT desires to grant certain easements to Lehi Pointe on the MPT Parcel, as more specifically set forth in this Agreement.

AGREEMENT

1.1 Construction Easements. MPT, as the owner of MPT Parcel, hereby grants, conveys, transfers, and assigns to Lehi Pointe, for the benefit of the Lehi Parcel and its owners and contractors, suppliers, and other invitees thereof, a non-exclusive easement (the "***Construction Easement***") over, under, upon and across the Detention Area for the purpose of installing an underground detention system on the Detention Area and constructing a parking lot on the North Detention Area (the "***Parking Area***"), in the locations particularly described on Exhibits D and D-1 attached hereto (collectively, the "***Work***") and together with the Detention Area, collectively, the "***Easement Area***"), all in accordance with the terms and conditions set forth in the Development Agreement. The Construction Easement shall terminate upon the earlier to occur of (i) completion of such installation the underground detention system and the construction of the Parking Area and (ii) the date that is two years following the date of this Agreement.

1.2 Repair of Physical Damage. Prior to expiration of the term of the Construction Easement, Lehi Pointe shall promptly repair all physical damage actually caused to the MPT Parcel as a result of the Work and restore the Easement Area to the same or better condition as it existed on the date hereof.

1.3 Indemnification. Lehi Pointe agrees to indemnify, defend and hold the MPT Parties harmless from and against any and all claims, losses, damages, costs and expense (including, without limitation, reasonable attorneys fees' and court costs) suffered or incurred by the MPT Parties as a result of or in connection with any activities of Lehi Pointe (including any activities of any of Lehi Pointe's employees, consultants, contractors or other agents) conducted on or about the Easement Area or pursuant to this Agreement, including, without limitation, mechanics' liens, damage to the Easement Area and injury to persons or property resulting from such activities. MPT agrees to indemnify, defend and hold Lehi Pointe harmless from and against any and all claims, losses, damages, costs and expense (including, without limitation, reasonable attorneys fees' and court costs) suffered or incurred by Lehi Pointe as a result of or in connection with any activities of MPT (including any activities of any of MPT's employees, consultants, contractors or other agents) conducted on or about the Easement Area or pursuant to this Agreement, including, without limitation, mechanics' liens, damage to the Easement Area and injury to persons or property resulting from such activities.

1.4 Insurance. During the term of the Construction Easement, Lehi Pointe shall, at its sole cost and expense, at all times during the term of the Easement secure and maintain a broad form comprehensive general liability policy of insurance insuring the MPT Parties against loss, liability and cost of defense caused by or connected with Lehi Pointe's performance of the Work, with available limits of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, together with an umbrella liability policy of not less than $10,000,000.00. Lehi Pointe shall deliver evidence of such insurance to the MPT Parties in advance of Lehi Pointe entering onto the Easement Area for purposes of performing the Work.

2. Parking and Access Easements. Upon the completion of construction of the Parking Area, MPT hereby grants, conveys, transfers, and assigns to Owner of the Lehi Parcel, for the benefit of the Lehi Parcel and its Owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive perpetual easement upon, over and within the Parking Area for (i) the parking of [100 vehicles][1] within the Parking Area from 6:00 pm. to 7:00 a.m., and (ii) for vehicular and pedestrian ingress and egress to and from the Lehi Parcel and the East/West Road (the "***Parking Easement***").

3. Access Easements.[2] MPT hereby grants, conveys, transfers, and assigns to Owner of the Lehi Parcel and the Owner of the Triangle Parcel, for the benefit of the Lehi Parcel and the Triangle Parcel and their respective Owners and all employees, tenants, guests, customers, contractors, suppliers, and other invitees thereof, a non-exclusive perpetual easement upon, over and within the East/West Road and the North/South Road, for ingress and egress to and from the Lehi Parcel and the Triangle Parcel, respectively (the "***Access Easement***," and together with the Construction Easement and the Parking Easement, the "***Easements***").

4. Maintenance and Repair. Subject to the terms and conditions contained in the Development Agreement, MPT, as the Owner of the MPT Parcel shall be responsible for maintaining and repairing the Parking Area and all improvements now or hereafter situated thereon, in good condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance will all applicable laws and regulations and otherwise in a manner mutually agreed upon by the Owners, with the cost of maintenance and repair being split between MPT and Lehi Point based upon reasonable industry pricing; provided, however, that any damage to the Easement Areas caused by any Owner or any of their respective employees, tenants, guests, contractors, customers, contractors, suppliers or other invitees thereof, shall be repaired by the respective Owner at its sole cost and expense.

5. Reservations. The Owner or occupant of the MPT Parcel shall not cause or allow any barrier, structure, or other impediment to the use of the Easements by the beneficiaries thereof to be constructed or placed on such MPT Parcel in a manner that materially interferes with the use of the Easements by the beneficiaries thereof.

6. Duration. Unless other expressly set forth herein, the Easements and each covenant and restriction set forth in this Agreement shall be perpetual.

7. Covenants Run With Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Lehi Parcel, the Triangle Parcel or the MPT Parcel to the extent that such portion is affected or bound by the Easements or the covenant or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title,

[1] NTD: This parking lot, once constructed, will only have 109 spaces. Parties to confirm the number which will be made available to the Lehi Pointe Parties.

[2] NTD: This easement should no longer be necessary given the public dedication of the East/West and North/South Roads.

estate or interest in any portion of the Lehi Parcel, the Triangle Parcel or the MPT Parcel shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in such property.

8. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either the Lehi Parcel, the Triangle Parcel or the MPT Parcel to the general public or for the public or for any public purpose.

9. Miscellaneous.

9.1 Should any Owner default in any of the covenants or restrictions herein contained, that defaulting Owner shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

9.2 Subject to Section 9.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover direct damages for any such violation or default, but in no event shall any Owner be entitled to recover any special, incidental, speculative, consequential, indirect or punitive damages. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum, if any) is not adequate. Subject to Section 9.4, below, all of the remedies permitted or available to an Owner under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

9.3 No waiver by any Owner of any default under this Agreement shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

9.4 It is expressly agreed that no breach of or event of default under this Agreement shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a parcel described hereunder. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

9.5 It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

9.6 The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.7 This Agreement shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's parcel described herein. The rights and obligations conferred or imposed upon the Owners pursuant to this Agreement shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective parcel described herein subject to the Easements and the terms and conditions of this Agreement. Any Owner transferring its interest in such Owner's parcel described herein shall be released from all further obligations under this Agreement arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer.

9.8 No amendment of this Agreement shall be effective unless such amendment has been executed and notarized by the Owners of the parcels described herein and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

9.9 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable parcel or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable parcel or such other address as provided by the applicable Owner.

9.10 The Owners acknowledge their mutual intent and desire that the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the parcels described herein.

9.11 This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Agreement.

9.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

9.13 Notwithstanding anything contained herein, in the event of any conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the Owners have executed this Parking Easement Agreement the day and year first above written.

LEHI POINTE, L.L.C.

By: Howland Partners, Inc., its Manager

By: _____
Gary L. Howland, Chief Executive Officer

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by Gary L. Howland, the Chief Executive Officer of Howland Partners, Inc., the manager of Lehi Pointe, L.L.C., who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

MPT Of Lehi-Steward, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by _____, the manager of MPT Of Lehi-Steward, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

EXHIBIT A

LEHI POINTE PARCEL

Lot 3, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County.

Parcel No. 46:032:0047

EXHIBIT B

TRIANGLE PARCEL

Lot 2, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County.

Parcel No. 46:917:0002

EXHIBIT C

MPT PARCEL

Parcel 1:

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

Parcel No. 46:927:0005

EXHIBIT D

NORTH DETENTION AREA

BEGINNING AT A POINT WHICH IS NORTH 00°01’34” WEST ALONG THE SECTION LINE A DISTANCE OF 1158.85 FEET AND EAST 2265.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A SOUTHERLY CORNER OF LOT 5, MOUNTAIN[3] POINT MEDICAL CENTER COMMERCIAL SUBDIVISION – 1st AMENDMENT, BEING ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 00°45’45” WEST 51.64 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 156.65 FEET THROUGH A CENTRAL ANGLE OF 89°45’23” (CHORD BEARS NORTH 44°06’56” EAST 141.12 FEET); THENCE NORTH 88°59’38” EAST 284.32 FEET TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 00°24’22” EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 106.46 FEET TO A SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 82°20’08” WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 386.03 FEET TO THE POINT OF BEGINNING.

[3] NTD: Is this a typo in this document or a typo in a new title commitment/survey from which this language was copied?

EXHIBIT D CONT'D

DEPICTION OF DETENTION AREA

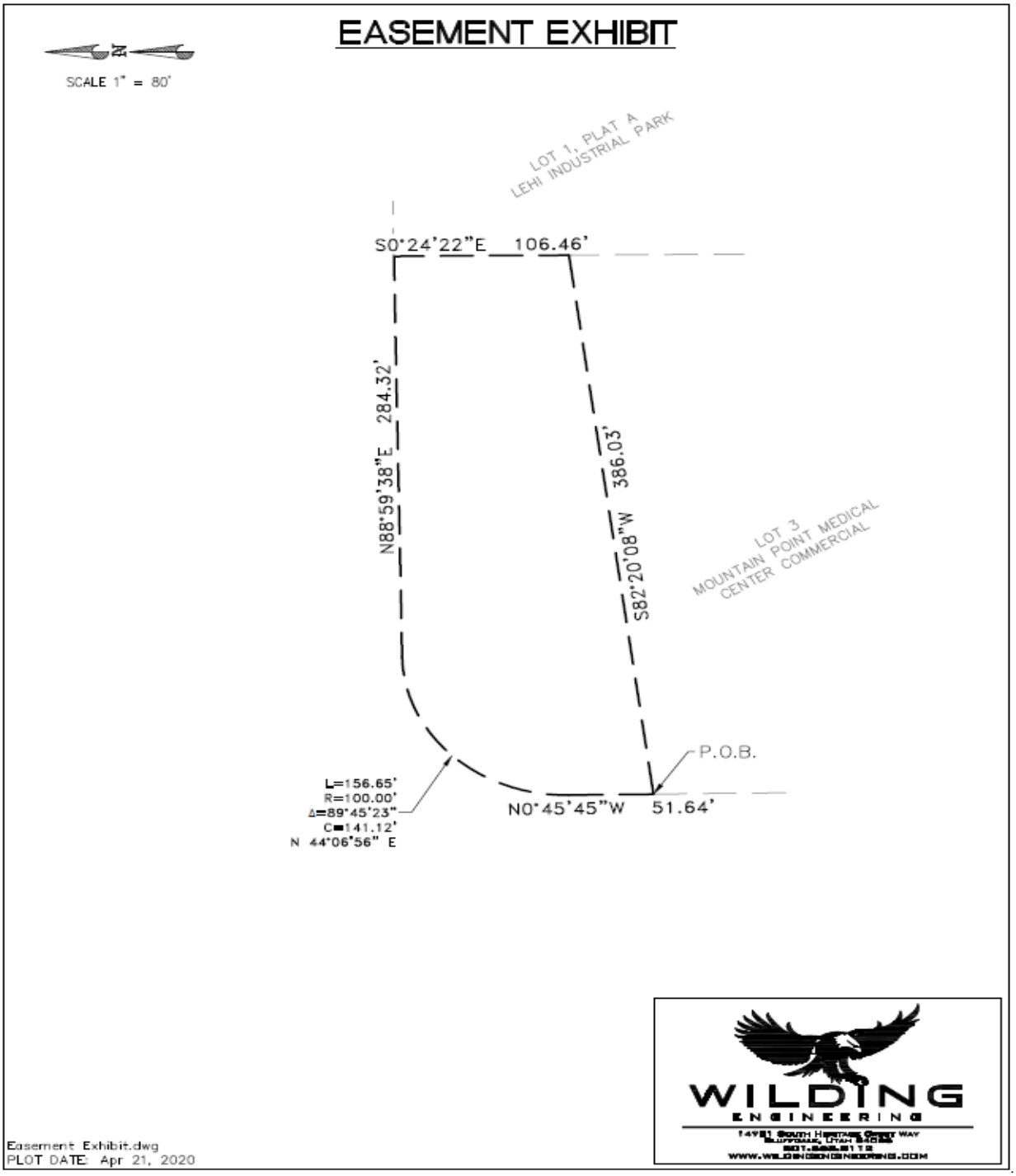


EXHIBIT D-1

SOUTH DETENTION AREA

LEGAL DESCRIPTION
PREPARED FOR LEHI POINTE, LLC
Mountain Point Medical Center Commercial
LEHI CITY, UTAH
(October 17, 2022)
22-0372
(EJW)

ONE (1) ACRE LEGAL DESCRIPTION

A part of the Lot 3, Mountain Point Medical Center Commercial Subdivision, as recorded at Entry No. 52389:2015, Utah County Recorder's Office, located in the SW 1/4 of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at the northwest corner of said Lot 3, said point being N00°01'35"W 1,158.12 feet along the section line and N89°58'25"E 2,266.86 feet from the Southwest Corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence N82°20'08"E 386.03 feet along the northerly line of said Lot 3; thence S00°24'22"E 142.00 feet along the easterly line of said Lot 3; thence N89°13'15"W 381.42 feet to the westerly line of said Lot 3; thence N13°03'06"W 5.00 feet along said westerly line; thence N00°45'45"W 80.46 feet along said westerly line to the point of beginning.

Contains: 1.00 acre+/-

EXHIBIT D-2

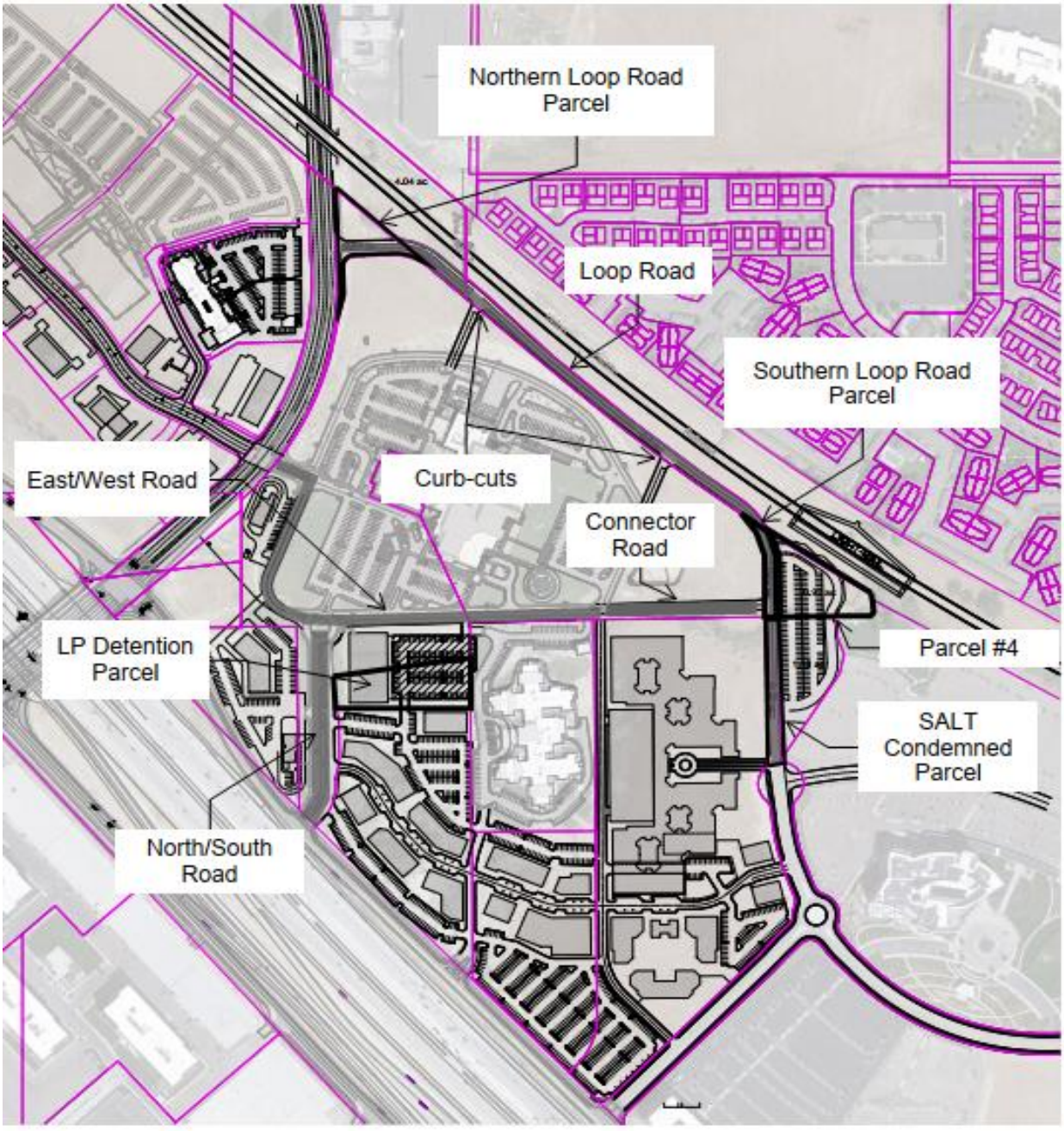
PARKING AREA

BEGINNING AT A POINT WHICH IS NORTH 00°01'34" WEST ALONG THE SECTION LINE A DISTANCE OF 1158.85 FEET AND EAST 2265.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING AT A SOUTHERLY CORNER OF LOT 5, MOUNTAIN[4] POINT MEDICAL CENTER COMMERCIAL SUBDIVISION – 1st AMENDMENT, BEING ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 00°45'45" WEST 51.64 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 156.65 FEET THROUGH A CENTRAL ANGLE OF 89°45'23" (CHORD BEARS NORTH 44°06'56" EAST 141.12 FEET); THENCE NORTH 88°59'38" EAST 284.32 FEET TO THE SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 00°24'22" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 106.46 FEET TO A SOUTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 82°20'08" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 5 A DISTANCE OF 386.03 FEET TO THE POINT OF BEGINNING.

[4] NTD: Is this a typo in this document or a typo in a new title commitment/survey from which this language was copied?

EXHIBIT E-1

EAST/WEST ROAD AND NORTH/SOUTH ROAD



SALT DEVELOPMENT

*Lehi Pointe’s depictions, inner road layouts, and building locations may change regarding layout

EXHIBIT I

(*Second Amendment to Restrictive Covenants*)

WHEN RECORDED, MAIL TO:

Lehi Pointe, L.L.C.
Attn: Gary L. Howland
9450 South Redwood Road
South Jordan, Utah 84095

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
(Lehi Pointe)

This **SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS** (this "Second Amendment") is executed as of the ___ day of _____, 2023 (the "Effective Date") by and among **MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company ("MPT"), **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation ("CHIC"), **LEHI POINTE, L.L.C.**, a Utah limited liability company ("Owner"), and **BV CENTER POINTE, LLC**, an Idaho limited liability company and affiliate of Owner (the "Owner Affiliate").

WITNESSETH:

A. Owner and Owner Affiliate previously executed that certain Declaration of Restrictive Covenants dated December 21, 2012 and recorded as Entry No. 112991:2012, Utah County Recorder (the "Declaration"), pursuant to which, among other things, Owner and Owner Affiliate placed certain restrictions on Owner and Owner Affiliate and upon the use of the Burdened Land for the benefit of the Benefited Land, all as more fully described in the Declaration.

B. Owner, Owner Affiliate and Seaboard Development, LLC, a Utah limited liability company and predecessor owner of the Benefited Land ("Seaboard"), executed that certain First Amendment to Declaration of Restriction Covenants dated August 20, 2015 and recorded as Entry No. 76199:2015, Utah County Recorder (the "First Amendment"), whereby the parties amended, among other things, the legal descriptions of the Burdened Land and the Benefited Land, as more fully described in the First Amendment.

C. Pursuant to Section 6 of the Declaration, the restrictions imposed by the Declaration, as amended by the First Amendment, may at any time be amended by recording an instrument in writing, signed and acknowledged by the party, who at the time of execution of such amendment owns fee title to at least sixty percent (60%) of the Benefited Land, and by the owners, who at the time of execution of such amendment owns fee title to at least sixty percent (60%) of the Burdened Land.

D. Effective as of the Effective Date, MPT owns fee title to at least sixty percent (60%) of the Benefited Land, and Owner and Owner Affiliate own at least sixty percent (60%) of the Burdened Land, and each desires to amend the Declaration, as

amended by the First Amendment, in accordance with the terms and provisions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Declaration, as the same is amended by the First Amendment.

2. Recitals. All of the recitals set forth above are hereby incorporated into this Second Amendment by this reference and are made a part hereof.

3. Amendment to "Burdened Land". The Three Mile Land and the Five Mile Land are hereby removed from the Declaration and shall not be subject to the provisions thereof. Accordingly, Exhibit C and Exhibit D and the legal descriptions set forth thereon are hereby deleted in their entirety from the Declaration. The defined term "Burdened Land" shall only refer to that property described and depicted on Exhibit A of this Second Amendment.

4. Restrictive Uses and Activities. Section 2 of the Declaration, entitled "Restrictive Uses and Activities," is hereby deleted and replaced with the following:

"2. RESTRICTIVE USES AND ACTIVITIES.

(a) The following uses, which the parties agree would compete with the services provided by on the Benefited Land, are only allowed on the Burdened Land with the prior written approval of CHIC, which approval CHIC may withhold or condition in its sole discretion:

(i) Pharmacies or outlets for the sale of prescription drugs (excluding any independent retailers such as Walgreens, CVS, Rite-Aid, or retails with operations similar to such companies);

(ii) Diagnostic centers, which shall not prohibit diagnostic services provided in a physician's office as a part of the physician's practice;

(iii) Medical laboratory services (including, without limitation, reference laboratories and "draw stations"), except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(iv) Birthing or delivery center or facilities;

(v) Pediatric services;

(vi) Surgery services requiring spinal, regional or general anesthesia;

(vii) Physical therapy center or occupational medicine centers, except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(viii) Medical imaging services (including, without limitation, flat film x-ray, magnetic resonance, ultrasound imaging, PET, CT, mammography, nuclear, or other medical imaging services), except that plain film, x-ray and ultrasound imaging services may be provided as an ancillary service in connection with the provider caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(ix) Cardiac catheterization laboratory services;

(x) Psychiatric services;

(xi) Licensed hospital;

(xii) Radiation Therapy; or

(xiii) Urgent Care/Immediate Care Clinic.

(b) MPT, CHIC and any future owner or tenant of the Benefited Land shall have the right to prosecute any actions or proceedings at law or in equity against any owner or occupant of the Burdened Land who or which is violating or defaulting upon any of the provisions contained in this Section 2, and to recover damages for any such violation or default. Such action or proceeding shall include the right to restrain by injunction any violation or threatened violation by such owner or occupant of any of the terms, covenants or conditions contained herein, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Section 2 or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If a party hereto brings an action at law or in equity to enforce the terms and provisions of this Section 2, the prevailing party as determined by the court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any

remedy granted. The restrictions and benefits created by this Section 2 shall encumber and run with title to the Burdened Land and shall be binding upon all parties having any right, title, or any interest therein, their respective heirs, legal representatives, successors, and assigns, and for the benefit of the Benefited Land."

5. Height Restrictions. Section 3 of the Declaration, entitled "Height Restrictions," is hereby amended to provide that the height restriction shall be increased from twenty-three (23) feet to thirty-three (33) feet.

6. Counterparts. This Second Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

7. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Declaration shall continue in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictive Covenants the day and year first above written.

OWNER:

LEHI POINTE, L.L.C.

By: Howland Partners, Inc., its Manager

By: _____
Gary L. Howland, Chief Executive Officer

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Gary L. Howland, the Chief Executive Officer of Howland Partners, Inc., the manager of Lehi Pointe, L.L.C., who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictive Covenants the day and year first above written.

OWNER AFFILIATE:

BV CENTER POINTE, LLC

By: BV Management Services, Inc.

By: _____
Thel W. Casper, Vice President

STATE OF _____)

):ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Thel W. Casper, the Vice President of BV Management Services, Inc., the manager of BV Center Pointe, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictive Covenants the day and year first above written.

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the manager of MPT Of Lehi-Steward, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictive Covenants the day and year first above written.

CHIC:

CATHOLIC HEALTH INITIATIVES COLORADO

By: _____
Name: _____
Title: _____

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, the manager of Catholic Health Initiatives Colorado, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF BURDENED LAND

Parcel 1 - Lehi Pointe Parcel

Lot 3, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County.
Parcel No. 46:032:0047

Parcel 2 - Lehi Pointe Triangle Parcel

Lot 2, Mountain Point Medical Center Commercial Subdivision
Parcel No: 46:917:0002

Parcel 3

A tract of land being situate in the West Half of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, vacating and amending a part of Lots 2 and 3 of Lehi Pointe - Phase 2 Commercial Subdivision recorded as Entry#112490:2016 on file with Utah County Recorder, more particularly described as follows: Beginning on the southerly corner of Lot 1, Lehi Pointe - Phase 3 recorded as Entry #29985:2023 of official records, said point also being located S00º01'35'E 2404.25 feet along the Section Line and N89º58'25'E 998.76 feet from the Northwest Corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence Southeasterly 70.72 feet along a curve to the right having a radius of 432.00 fee through a central angle of 09°22'45" (Chord: S53º51'54'E 70.64 feet); thenceS49°10'32"E 92.91 feet; thence Southeasterly 112.65 feet along a curve to the right having a radius of 432.00 feet through a central angle of 14°56'26" (Chord: S41°42'19"E 112.33 feet); thence S34°14'06"E 80.25 feet; thence Southeasterly 343.48 feet along a curve to the left having a radius of 1,968.00 feet through a central angle of 10°00'00" (Chord: S39°14'06"E 343.05 feet);thence S44°14'06"E 100.55 feet; thence Southeasterly 243.78 feet along a curve to the right having a radius of 932.00 feet through a central angle of 14°59'13" (Chord: S36°44'30"E 243.09 feet); thence Southeasterly 167.45 feet along a reverse curve to the left having a radius of 268.00 feet through a central angle of 35°47'58" (Chord: S47°08'52"E 164.74 feet); thence Southeasterly 34.11 feet along a reverse curve to the right having a radius of 2,532.00 feet through a central angle of 00°46'19"(Chord: S64°39'42"E 34.11 feet); thence S61°59'02"E 90.57 feet; thence S67°27'45"E 75.48 feet; thence Southeasterly 75.99 feet along a non-tangent curve to the right having a radius of 2,538.00 feet through a central angle of 01°42'56" (Chord: S59°40'15"E75.99 feet); thence Easterly 22.70 feet along a reverse curve to the left having a radius of 15.00 feet through a central angle of86°41'36" (Chord: N77°50'25"E 20.59 feet) to the northwesterly Right-of-way of Triumph Boulevard, dedicated and recorded on March 05, 2015 as Entry No. 17694:2015 of official records; thence along said Right-of-way the following two (2) courses: (1)Southwesterly 196.18 feet along a non-tangent curve to the right having a radius of 785.00 feet through a central angle of14º19'09 (Chord: S41º39'07”W 195.67 feet); thence (2) S48°48'43"W 41.34 feet to a northerly line of a parcel of land identified by Utah County Recorder as number 11:032:0527, also being identified as UDOT Parcel No. S 115-6:287:A as described by a Deed, recorded on March 18, 2021 as Entry No. 51587:2021, of official records; thence along said parcel the following seven (7)courses: (1) West 28.69 feet; thence (2) S48°49'16"W 61.82 feet; thence (3) S48°48'43"W

210.93 feet; thence (4) N84°57'26"W14.46 feet; thence (5) N48°05'58"W 166.21 feet; thence (6) S48°48'42"W 5.00 feet; thence (7) N54°20'48"W 17.26 feet to the southeasterly deed line as described in Quit Claim Deed recorded as Entry #9353:2022 of official records; thence along and beyond said deed line N48°48'45"E 195.00 feet; thence N39°04'45"W 506.93 feet; thence Northeasterly 35.20 feet along anon-tangent curve to the right having a radius of 225.00 feet through a central angle of 08°57'46" (Chord: N44°19'49"E 35.16feet); thence N48°48'42"E 120.94 feet; thence Easterly 22.76 feet along a curve to the right having a radius of 15.00 feet through a central angle of 86°57'12" (Chord: S87°42'42"E 20.64 feet); thence N44°14'06"W 87.14 feet; thence Northwesterly 354.65 feet along a curve to the right having a radius of 2,032.00 feet through a central angle of 10°00'00" (Chord: N39°14'06"W 354.20feet); thence N34°14'06"W 80.25 feet to and along the east lot line of Lot 2 of said Lehi Pointe - Phase 3; thence along said Lot 2the following three (3) courses: (1) Northwesterly 95.96 feet along a curve to the left having a radius of 368.00 feet through a central angle of 14°56'26" (Chord: N41°42'19"W 95.69 feet); thence (2) N49°10'32"W 92.91 feet; thence (3) Northwesterly60.66 feet along a curve to the left having a radius of 368.00 feet through a central angle of 09°26'41" (Chord: N53°53'52"W60.59 feet) to a subdivision line of said Lehi Pointe - Phase 3; thence along said subdivision line N31°49'20"E 64.00 feet to the point of beginning. Contains: 270,331 SQ feet or 6.21 acres±

Parcel 4

Legal Description: PART LOT 2, LEHI POINTE, PHASE 2 SUB., DESCRIBED AS FOLLOWS; COM S 663 FT & E 1870.85 FT FR W 1/4 COR. SEC. 31, T4S, R1E, SLB&M.; N 26 DEG 11' 41" E 104.02 FT; N 31 DEG 17' 12" W 18.97 FT; N 58 DEG 42' 40" E 102.76 FT; N 88 DEG 37' 2" E 189.64 FT; ALONG A CURVE TO R (CHORD BEARS: S 23 DEG 35' 37" W 298.02 FT, RADIUS = 784.96 FT); ALONG A CURVE TO R (CHORD BEARS: S 40 DEG 3' 36" W 4.79 FT, RADIUS = 25 FT); ALONG A CURVE TO R (CHORD BEARS: S 88 DEG 42' 46" W 16.11 FT, RADIUS = 15 FT); ALONG A CURVE TO L (CHORD BEARS: N 59 DEG 40' 14" W 75.99 FT, RADIUS = 2538 FT); N 67 DEG 27' 45" W 75.48 FT; N 61 DEG 59' 3" W 47.56 FT; ALONG A CURVE TO R (CHORD BEARS: N 6 DEG 34' 41" E 20.14 FT, RADIUS = 29.99 FT) TO BEG. AREA 1.306 AC.

Parcel No: 45:609:0010

Parcel 5

PART LOT 3, LEHI POINTE, PHASE 2 SUB., DESCRIBED AS FOLLOWS; COM S 326.23 FT & E 1765.47 FT FR W 1/4 COR. SEC. 31, T4S, R1E, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: S 25 DEG 7' 32" E 257.29 FT, RADIUS = 1351.71 FT); ALONG A CURVE TO R (CHORD BEARS: S 3 DEG 32' 42" E 23.87 FT, RADIUS = 24.03 FT); S 26 DEG 11' 42" W 73.98 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 24' 38" W 18.75 FT, RADIUS = 29.99 FT); N 61 DEG 58' 35" W .44 FT; ALONG A CURVE TO L (CHORD BEARS: N 64 DEG 39' 41" W 34.11 FT, RADIUS = 2532.02 FT); ALONG A CURVE TO R (CHORD BEARS: N 47 DEG 8' 52" W 164.74 FT, RADIUS = 268 FT); ALONG A CURVE TO L (CHORD BEARS: N 33 DEG 1' 4" W 122.55 FT, RADIUS = 932 FT); ALONG A CURVE TO R (CHORD BEARS: N 37 DEG 1' 37" E 6.83 FT, RADIUS = 50.38 FT); N 41

DEG 15' 45" E 157.92 FT; ALONG A CURVE TO R (CHORD BEARS: S 83 DEG 40' 35" E 41.08 FT, RADIUS = 24.99 FT); S 24 DEG 18' 50" E 6.79 FT; ALONG A CURVE TO R (CHORD BEARS: S 19 DEG 52' 43" E 7.08 FT, RADIUS = 987 FT) TO BEG. AREA 1.149 AC.

Parcel Number: 45:609:0012

Parcel 6

COM N 249.25 FT & E 998.73 FT FR W 1/4 COR. SEC. 31, T4S, R1E, SLB&M.; N 41 DEG 16' 1" E 620.52 FT; S 48 DEG 38' 40" E 1040.44 FT; S 2 DEG 29' 13" E 174.66 FT; S 89 DEG 16' 18" W 169.61 FT; S 72 DEG 17' 29" W 249.78 FT; N 17 DEG 42' 34" W 15.23 FT; S 72 DEG 13' 55" W 12.34 FT; ALONG A CURVE TO L (CHORD BEARS: S 56 DEG 46' 38" W 28.88 FT, RADIUS = 53.69 FT); S 41 DEG 15' 46" W 237.24 FT; ALONG A CURVE TO L (CHORD BEARS: N 41 DEG 29' 50" W 89.05 FT, RADIUS = 932 FT); N 44 DEG 14' 6" W 100.55 FT; ALONG A CURVE TO R (CHORD BEARS: N 39 DEG 14' 6" W 343.05 FT, RADIUS = 1968 FT); N 34 DEG 14' 7" W 80.25 FT; ALONG A CURVE TO L (CHORD BEARS: N 41 DEG 42' 19" W 112.33 FT, RADIUS = 432 FT); N 49 DEG 10' 32" W 92.91 FT; ALONG A CURVE TO L (CHORD BEARS: N 53 DEG 51' 54" W 70.64 FT, RADIUS = 432 FT) TO BEG. AREA 15.034 AC.

Parcel 7

All of Lot 1 Lehi Pointe Phase 3, according to the Official Plat thereof recorded as Entry #29985:2023 of Section 31, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at located on the Northeast Corner of Lot 3 Lehi Pointe Phase 1 recorded as Entry #52292:2015 on file with the Utah County Recorder's Office, said point also being located S0º01'35”E 1656.53 feet along the Section line and N89º58'25”E 708.89 feet from the Northwest Corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence running along said Lehi Pointe Phase 1 the following four (4) courses: (1)N89°59'49"E 40.18 feet; thence (2) Easterly along the arc of a non-tangent curve to the right having a radius of 85.50feet a distance of 61.95 feet through a central angle of 41°30'42" (Chord: S69°14'28"E 60.60 feet); thence (3)S48°29'07"E 47.00 feet; thence (4) N41°30'53"E 204.20 feet to the westerly deed line as described in a Quit Claim Deed recorded as Entry #37714:2011 of official records; thence along said deed line the following (2) courses: Southeasterly along the arc of a non-tangent curve to the left having a radius of 4,100.00 feet a distance of 82.07 feet through a central angle of 01°08'49" (Chord: S48°04'16"E 82.07 feet); thence (2) S48°38'40"E 494.33 feet to the northwesterly deed line as described in a Quit Claim Deed recorded as Entry #53756:2022 of official records; thence along said deed line S41°16'01"W 620.52 feet to the northerly Right-of-way of Ridge Drive; thence along said Right-of-way the following four (4) courses: (1) Northwesterly along the arc of a non-tangent curve to the left having a radius of 432.00 feet a distance of 49.81 feet through a central angle of 06°36'21" (Chord: N61°51'28"W 49.78 feet);thence (2) N65°09'39"W 153.15 feet; thence (3) Westerly along the arc of a curve to the left having a radius of 332.00feet a distance of 143.81 feet through a central angle of 24°49'07"

(Chord: N77°34'14"W 142.69 feet); thence (4)N89°58'48"W 38.97 feet to the easterly subdivision line of said Lehi Pointe Phase 1; thence along said subdivision line the following seven (7) courses: (1) N00°05'16"W 301.64 feet; thence (2) N41°19'23"E 102.90 feet; thence (3)Southeasterly along the arc of a non-tangent curve to the right having a radius of 250.00 feet a distance of 44.50 feet through a central angle of 10°11'54" (Chord: S43°34'41"E 44.44 feet); thence (4) N51°31'15"E 60.00 feet; thence (5)Northwesterly along the arc of a non-tangent curve to the left having a radius of 310.00 feet a distance of 123.68 feet through a central angle of 22°51'32" (Chord: N49°54'32"W 122.86 feet); thence (6) N26°56'42"E 43.83 feet; (7)thence N00°00'11"E 126.81 feet to the point of beginning.
Contains: 390,794 square feet or 8.97 acres±

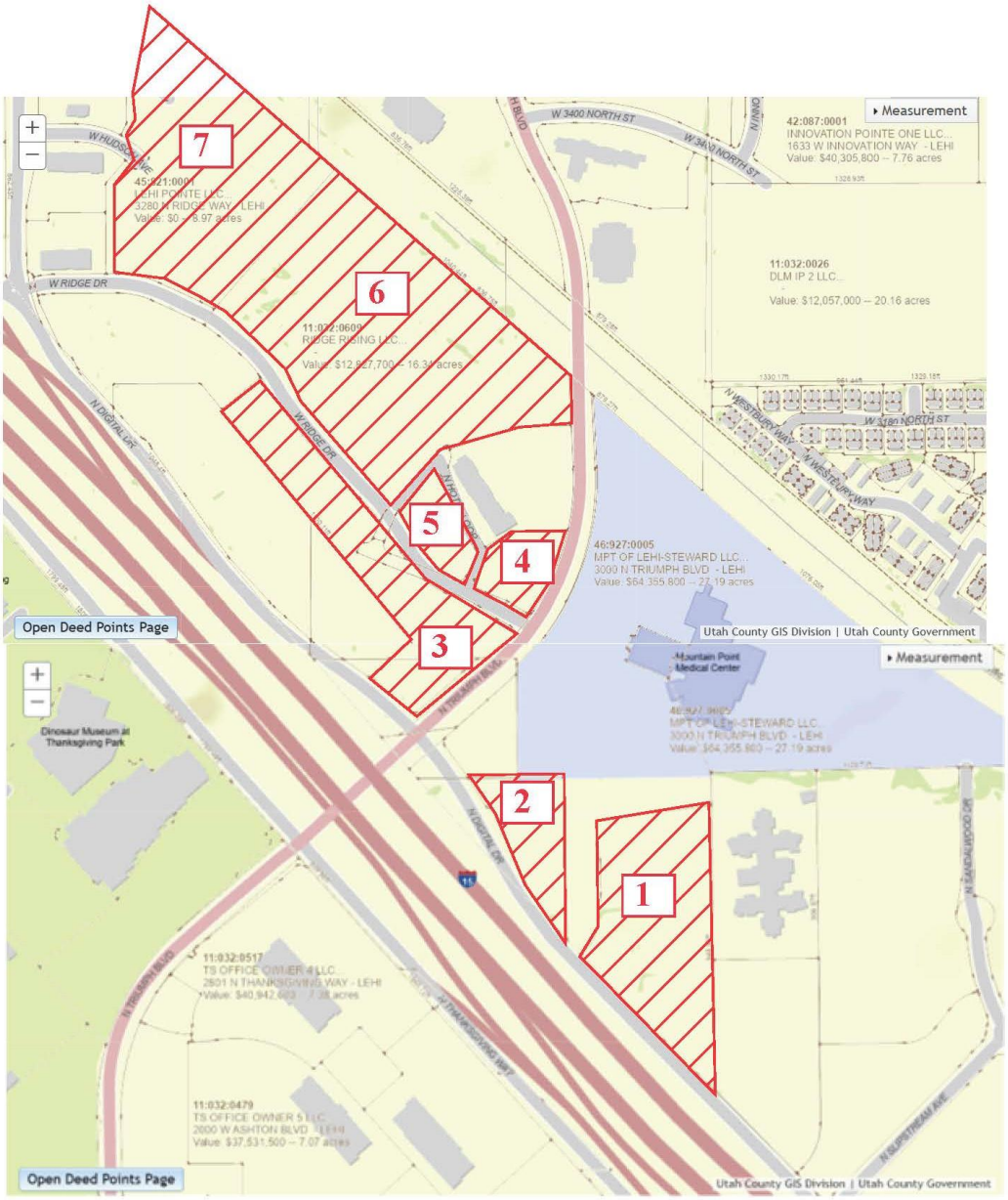

7
6
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1
Measurement
42:087:0001
INNOVATION POINTE ONE LLC...
1633 W INNOVATION WAY - LEHI
Value: $40,305,800 -- 7.76 acres
11:032:0026
DLM IP 2 LLC...
Value: $12,057,000 -- 20.16 acres
46:927:0005
MPT OF LEHI-STEWARD LLC...
3090 N TRIUMPH BLVD - LEHI
Value: $64,355,800 -- 27.19 acres
W 3400 NORTH ST
W RIDGE DR
N WESTBURY WAY
N DIGITAL DR
N TRIUMPH BLVD
Open Deed Points Page
Utah County GIS Division | Utah County Government
Dinosaur Museum at Thanksgiving Park
Mountain Point Medical Center
11:032:0517
TS OFFICE OWNER 4 LLC...
2601 N THANKSGIVING WAY - LEHI
11:032:0479
TS OFFICE OWNER 5 LLC...
2600 W ASHTON BLVD - LEHI

EXHIBIT J

(Fifth Amendment to Development Agreement)

WHEN RECORDED, MAIL TO:

Lehi Pointe, L.L.C.
Attn: Gary L. Howland
9450 South Redwood Road
South Jordan, Utah 84095

FIFTH AMENDMENT TO
DEVELOPMENT AGREEMENT
(Lehi Pointe)

This **FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT** (this "Amendment") is executed as of the ___ day of _____, 2023 (the "Effective Date") by and among **MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company ("MPT"), and **LEHI POINTE, L.L.C.,** a Utah limited liability company ("Lehi Pointe").

WITNESSETH:

A. Seaboard Development, LLC, a Utah limited liability company ("Seaboard"), and Lehi Pointe, for and on behalf of themselves and their respective successors and assigns, executed that certain Development Agreement dated December 21, 2012 and recorded as Entry No. 112994:2012, with the Utah County Recorder, as amended by that certain First Amendment to Development Agreement dated June 19, 2013 and recorded as Entry No. 70515:2013, with the Utah County Recorder, as further amended by that certain Second Amendment to Development Agreement dated August 20, 2015 and recorded as Entry No. 76200:2015, with the Utah County Recorder, as further amended by that certain Third Amendment to Development Agreement dated September 28, 2015 and recorded as Entry No. 88681:2015, with the Utah County Recorder, as further amended by that certain Fourth Amendment to Development Agreement dated November 4, 2015 and recorded as Entry No. 101342:2015, with the Utah County Recorder (collectively, the "Development Agreement"), pursuant to which the parties thereto set forth certain agreements and understandings with respect to the future development of the Seaboard Property and the LP Detention Parcel, all as more fully described in the Development Agreement.

B. MPT owns fee title to the Seaboard Property and Lehi Pointe owns fee title to the LP Detention Parcel, and therefore have the right, and each of them desires, to amend the terms and provisions of the Development Agreement, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

2. Recitals. All of the recitals set forth above are hereby incorporated into this Amendment by this reference and are made a part hereof.

3. Release of Use Restriction. Section 4 of the Development Agreement is hereby deleted in its entirety.

4. Removal of Purchase Agreement Provisions. Section 4 of the First Amendment to Development Agreemenet is hereby deleted in its entirety without replacement. Additionally, the agreements of the Parties as set forth in Section 7(d) and Section 7(g) of the Purchase Agreement are hereby terminated and of no further force or effect.

5. Release of Right of First Refusal. Section 6 of the Development Agreement is hereby deleted in its entirety.

6. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

7. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Development Agreement shall continue in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Development Agreement the day and year first above written.

LEHI POINTE:

LEHI POINTE, L.L.C.

By: Howland Partners, Inc., its Manager

By: _____
Gary L. Howland, Chief Executive Officer

STATE OF UTAH)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by Gary L. Howland, the Chief Executive Officer of Howland Partners, Inc., the manager of Lehi Pointe, L.L.C., who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Development Agreement the day and year first above written.

MPT:

MPT Of LEHI-STEWARD, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by _____, the manager of MPT Of Lehi-Steward, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company.

_____
NOTARY PUBLIC

EXHIBIT K

SALT Restrictive Covenant Agreement

WHEN RECORDED, MAIL TO:

THE SANCTUARY AT LEHI, LLC
Attn: Brian Hobbs
205 N 400 W, Ste 300
Salt Lake City, Utah 84103

DECLARATION OF RESTRICTIVE COVENANTS
(SALT PROPERTY)

This **DECLARATION OF RESTRICTIVE COVENANTS** (this "**Declaration**") is executed as of the ___ day of _____, 2023 (the "**Effective Date**") by and among **MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company ("**MPT**"), **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation ("**CHIC**"), and **SANCTUARY AT LEHI, LLC**, a Delaware limited liability company ("**SALT**") (collectively, the "**parties**").

WITNESSETH:

A. SALT owns that certain real property containing approximately 14.27 acres, as more particularly described on Exhibit A attached hereto (the "**Burdened Land**").

B. MPT owns that certain real property containing approximately 27.19 acres, as more particularly described on Exhibit B attached hereto (the "**Benefited Land**"). CHIC is the tenant of the Benefited Land.

C. This Declaration is executed pursuant to that certain Hospital Development Agreement dated as of the Effective Date among MPT, CHIC, SALT, and certain other parties ("**Development Agreement**").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. All of the recitals set forth above are hereby incorporated into this Declaration.

2. Restrictive Uses and Activities. The following uses, which the parties agree would compete with the services provided by on the Benefited Land, are only allowed on the Burdened Land with the prior written approval of CHIC (for as long as CHIC is the tenant of the Benefited Land), which approval CHIC may withhold or condition in its sole discretion:

(i) Pharmacies or outlets for the sale of prescription drugs (excluding any independent retailers such as Walgreens, CVS, Rite-Aid, or retails with operations similar to such companies);

(ii) Diagnostic centers, which shall not prohibit diagnostic services provided in a physician's office as a part of the physician's practice;

(iii) Medical laboratory services (including, without limitation, reference laboratories and "draw stations"), except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(iv) Birthing or delivery center or facilities;

(v) Pediatric services;

(vi) Surgery services requiring spinal, regional or general anesthesia;

(vii) Physical therapy center or occupational medicine centers, except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(viii) Medical imaging services (including, without limitation, flat film x-ray, magnetic resonance, ultrasound imaging, PET, CT, mammography, nuclear, or other medical imaging services), except that plain film, x-ray and ultrasound imaging services may be provided as an ancillary service in connection with the provider caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(ix) Cardiac catheterization laboratory services;

(x) Psychiatric services;

(xi) Licensed hospital;

(xii) Radiation therapy; or

(xiii) Urgent Care/Immediate Care Clinic.

(b) MPT, CHIC and any future owner or tenant of the Benefited Land shall have the right to prosecute any actions or proceedings at law or in equity against any owner or occupant of the Burdened Land who or which is violating or defaulting upon any of the provisions contained in this Section 2, and to recover damages for any such violation or default. Such action or proceeding shall include

the right to restrain by injunction any violation or threatened violation by such owner or occupant of any of the terms, covenants or conditions contained herein, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

(c) All of the remedies permitted or available to a party under this Section 2 or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(d) If a party hereto brings an action at law or in equity to enforce the terms and provisions of this Section 2, the prevailing party as determined by the court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any remedy granted.

(e) The restrictions and benefits created by this Section 2 shall encumber and run with title to the Burdened Land and shall be binding upon all parties having any right, title, or any interest therein, their respective successors, and assigns, and for the benefit of the Benefited Land.

3. Counterparts. This Declaration may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

4. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

5. Entire Agreement. This Declaration, together with the Development Agreement and all documents delivered pursuant thereto, contains 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.

6. Authorization. Each individual executing this Declaration represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Declaration, and that as a result of his or her signature, this Declaration shall be binding upon the party for which he or she signs.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

SALT:

THE SANCTUARY AT LEHI, LLC,
a Delaware limited liability company

By: Rock SALT II, LLC,
a Delaware limited liability company
Its: Manager

By:_____
Name: Clint Brian Hobbs
Title: Manager

By:_____
Name: Thomas D. Vegh
Title: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

CHIC:

CATHOLIC HEALTH INITIATIVES COLORADO

By: _____
Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRITPION OF BURDENED LAND

Lot 2, Lehi Botanical Subdivision, Amending Lehi Industrial Park Plat “A”, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel No.: 45-579-0002

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITED LAND

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

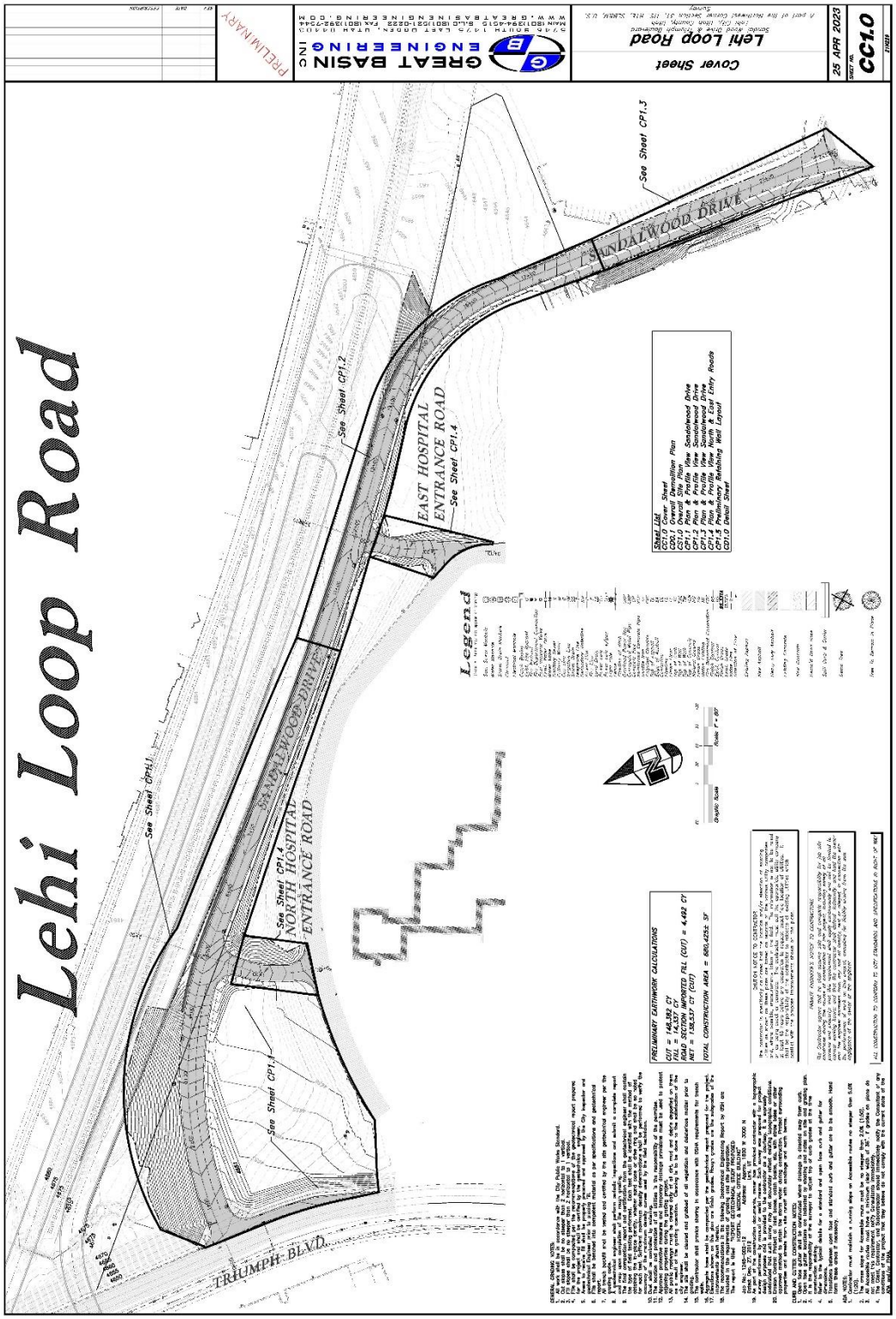
For reference only: Tax Parcel No. 46:927:0005

EXHIBIT L

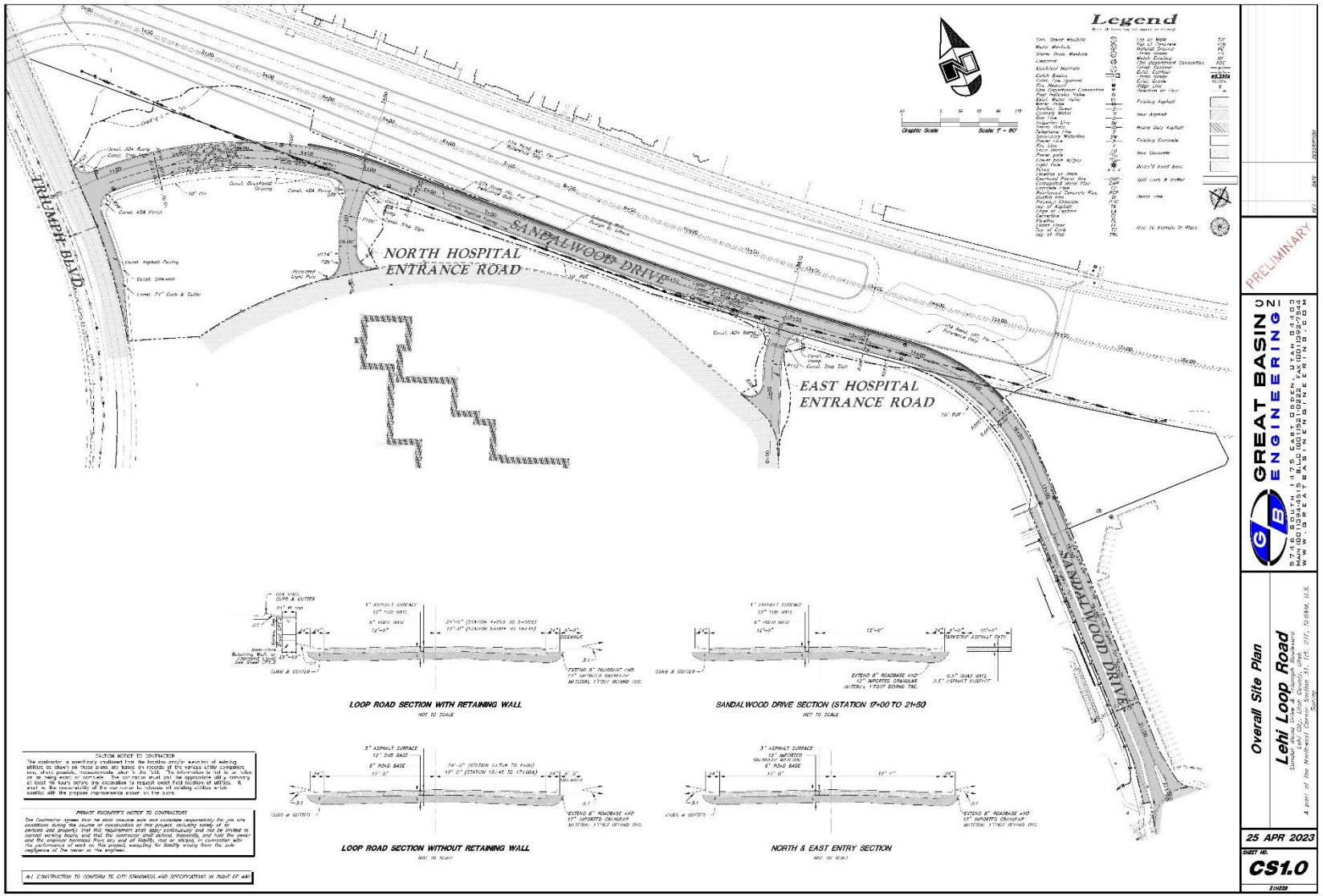
Reserved

EXHIBIT M

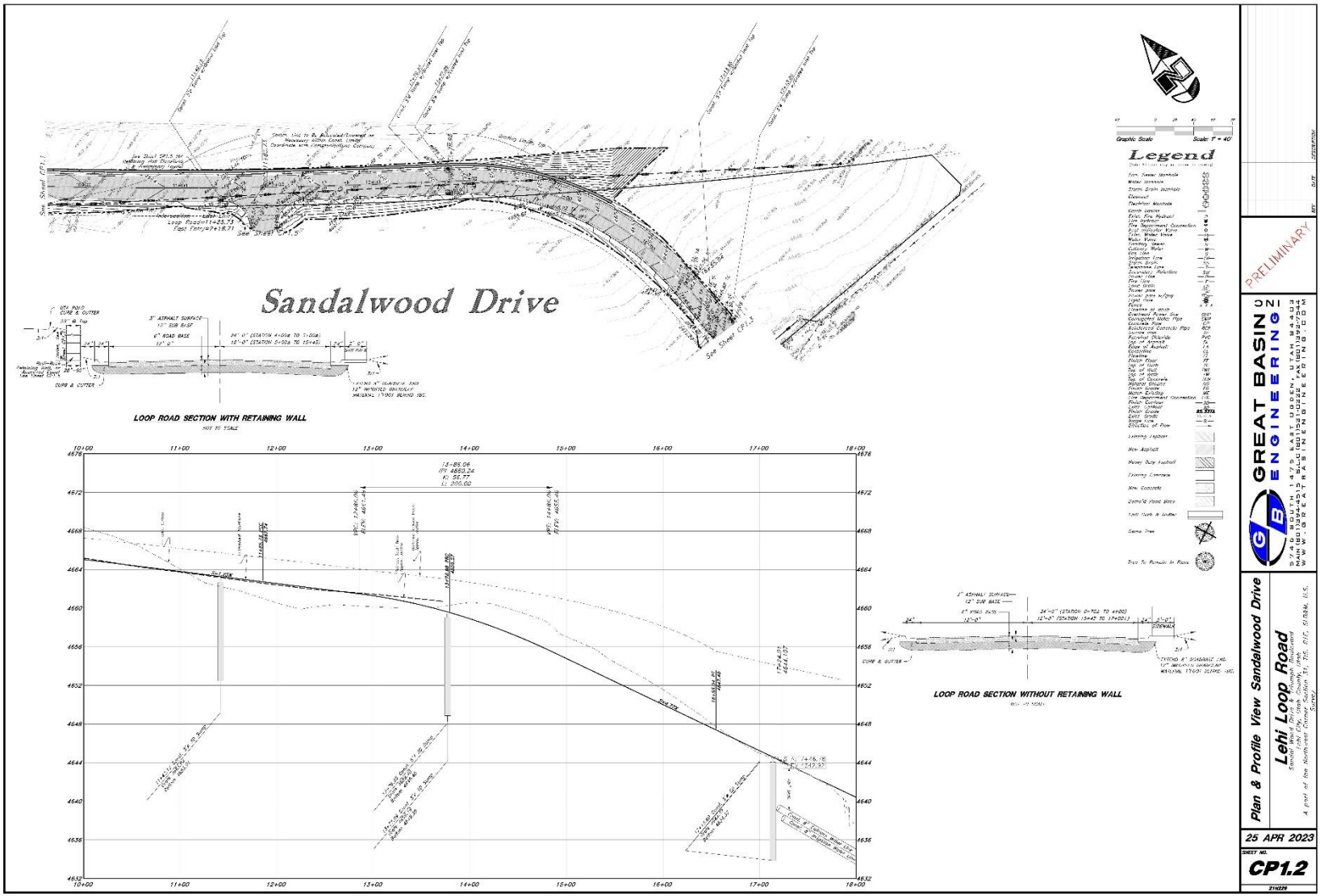
(Loop Road Plan)

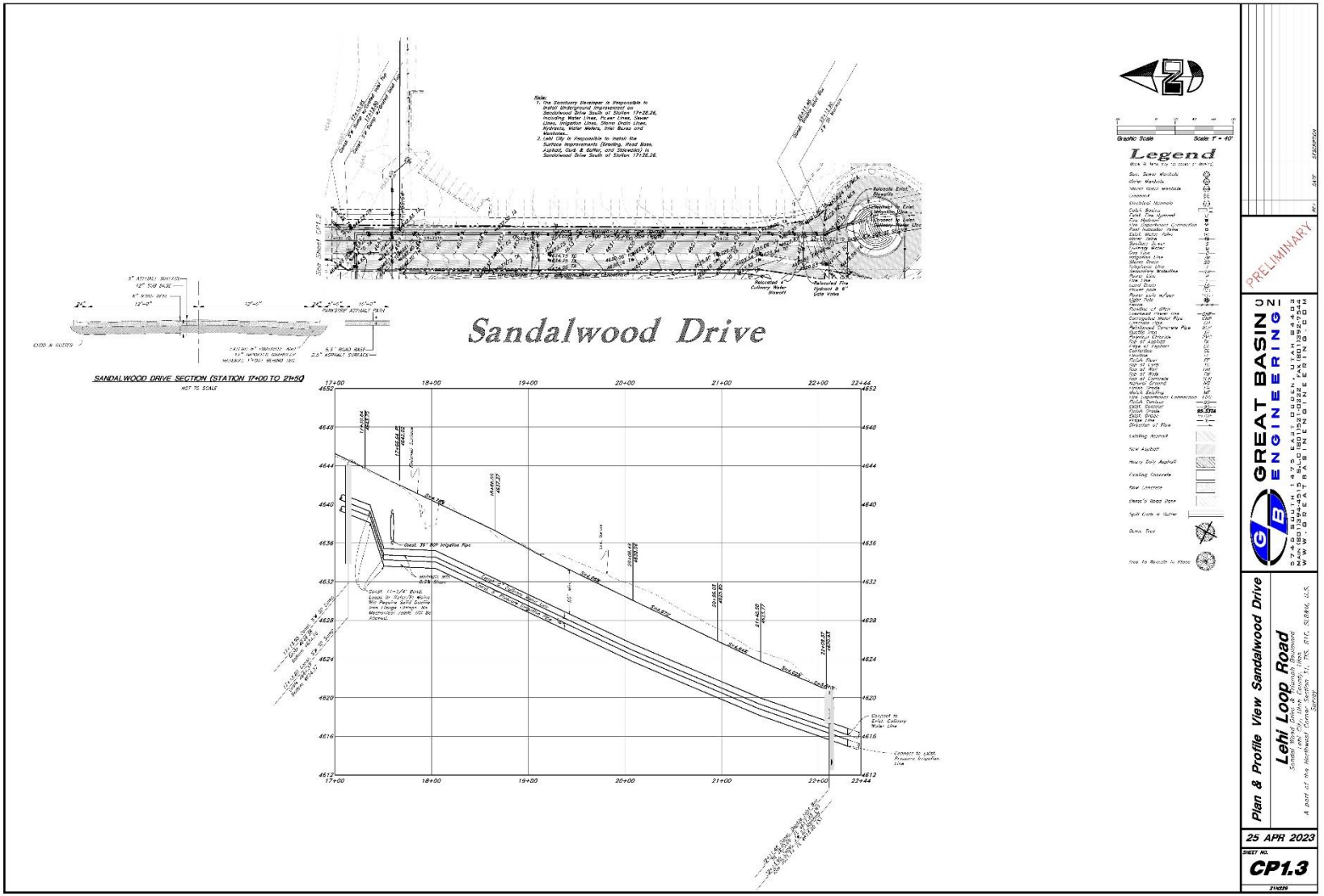


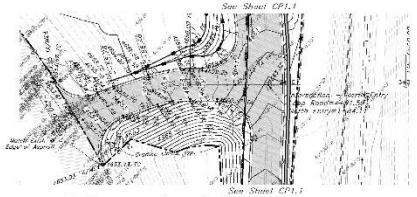
Overall Demolition Plan
Left Loop Road
Sunset Road Drive & Mountain Boulevard
Town Hall, Town Council Room
A part of the Northwest Corner Section 31, T1S, R1E, SLB&M, U.S.
Survey
25 APR 2023
CD0.1
PRELIMINARY
GREAT BASIN ENGINEERING INC
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 BLUD (801)731-0233 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM
Legend
GENERAL DEMOLITION NOTES:
CAUTION NOTICE TO CONTRACTOR
ANIMAL CROSSING SIGNS TO CONTINUE!!!
ALL DIMENSIONS TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS AS NOTED OR REQ'D.


Legend
TRIUMPH BLVD.
NORTH HOSPITAL ENTRANCE ROAD
SANDALWOOD DRIVE
EAST HOSPITAL ENTRANCE ROAD
Graphic Scale
Scale: 1" = 60'
LOOP ROAD SECTION WITH RETAINING WALL
NOT TO SCALE
SANDALWOOD DRIVE SECTION (STATION 17+00 TO 21+50)
NOT TO SCALE
LOOP ROAD SECTION WITHOUT RETAINING WALL
NOT TO SCALE
NORTH & EAST ENTRY SECTION
NOT TO SCALE
CAUTION NOTICE TO CONTRACTOR
PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN FRONT OF WAY
PRELIMINARY
GREAT BASIN ENGINEERING
Overall Site Plan
Lehi Loop Road
25 APR 2023
CS1.0

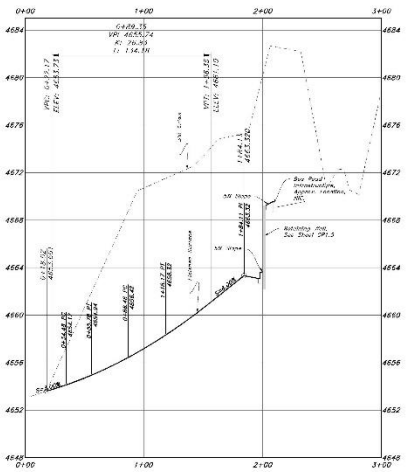
Plan & Profile View Sandalwood Drive
Left Loop Road
25 APR 2023
CP1.1
GREAT BASIN ENGINEERING INC
PRELIMINARY
Legend
Sandalwood Drive
LOOP ROAD SECTION WITH RETAINING WALL
LOOP ROAD SECTION WITHOUT RETAINING WALL

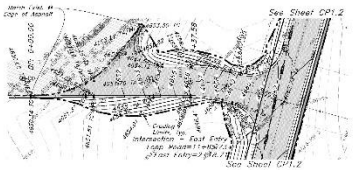

Sandalwood Drive
Legend
Graphic Scale
Scale: 1" = 40'
LOOP ROAD SECTION WITH RETAINING WALL
NOT TO SCALE
LOOP ROAD SECTION WITHOUT RETAINING WALL
NOT TO SCALE
PRELIMINARY
GREAT BASIN ENGINEERING
5740 SOUTH 1475 EAST, OGDEN, UTAH 84403
(801) 394-4515 FAX (801) 394-4516
WWW.GREATBASINENGINEERING.COM
Plan & Profile View Sandalwood Drive
Lehi Loop Road
Sandal Wood Drive & Triumph Boulevard
Lehi, Utah County
A part of the Northwest Quadrant Subdivision
T5S, R1F, SLB&M, U.S. Survey
25 APR 2023
SHEET NO.
CP1.2
211029


Sandalwood Drive
Legend
Graphic Scale
Scale: 1" = 40'
SANDALWOOD DRIVE SECTION (STATION 17+00 TO 21+50)
NOT TO SCALE
Plan & Profile View Sandalwood Drive
Lehi Loop Road
25 APR 2023
CP1.3
PRELIMINARY
GREAT BASIN ENGINEERING

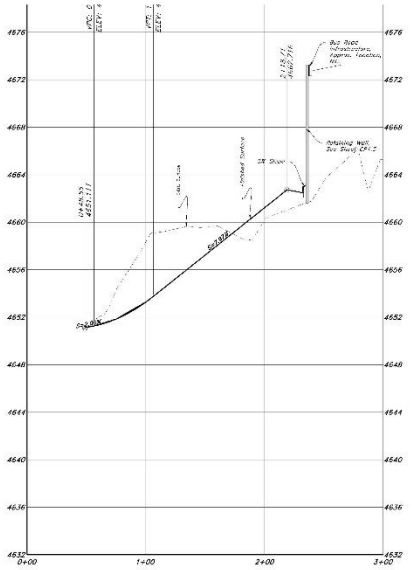


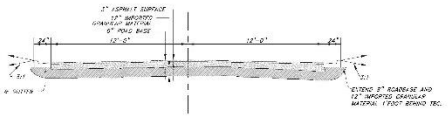
North Entry





East Entry





NORTH & EAST ENTRY SECTION

NOT TO SCALE



PRELIMINARY

GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84403
(801) 394-4515 FAX (801) 394-4516
WWW.GREATBASINENGINEERING.COM

Plan & Profile View North & East Entry Roads

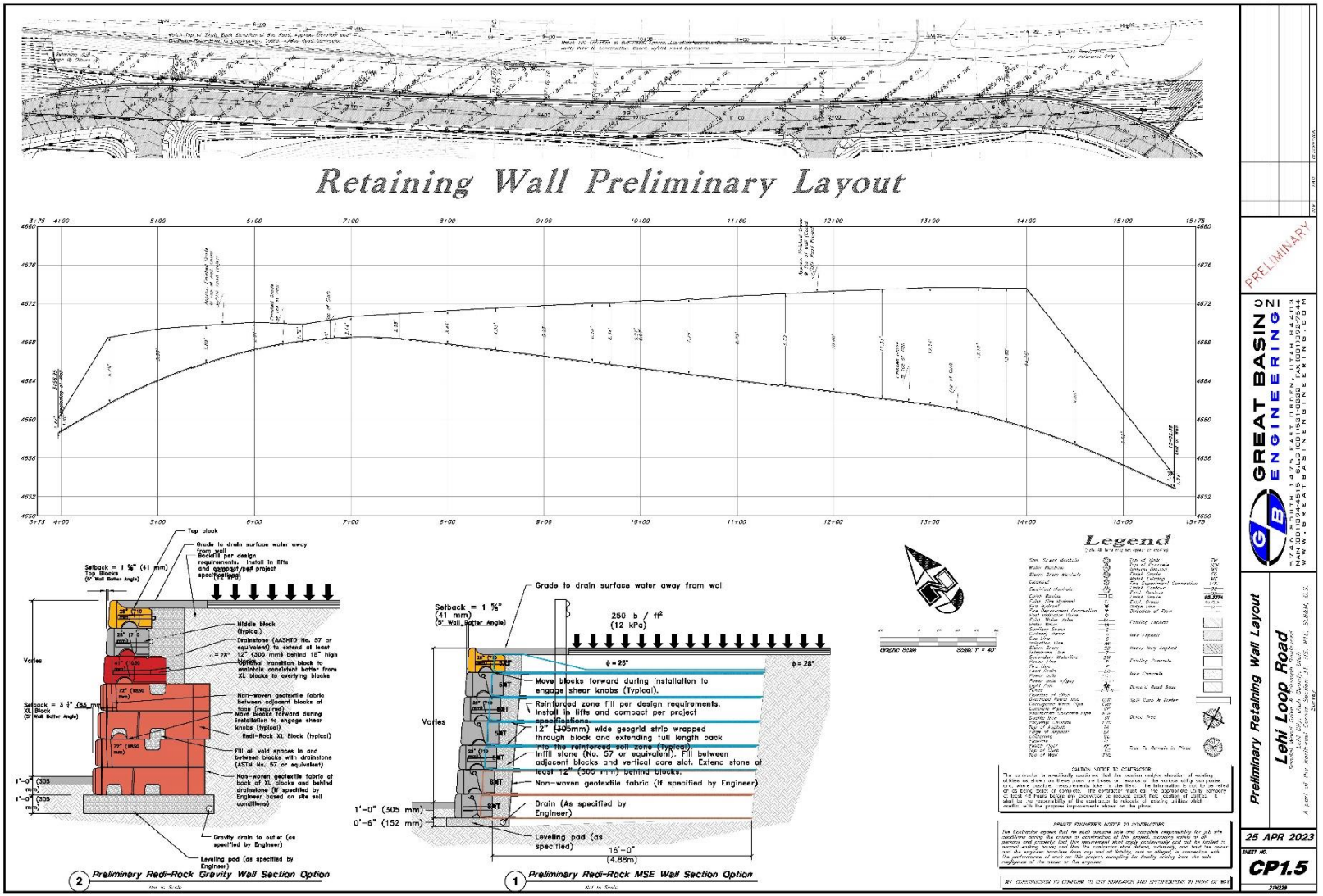
Lehi Loop Road

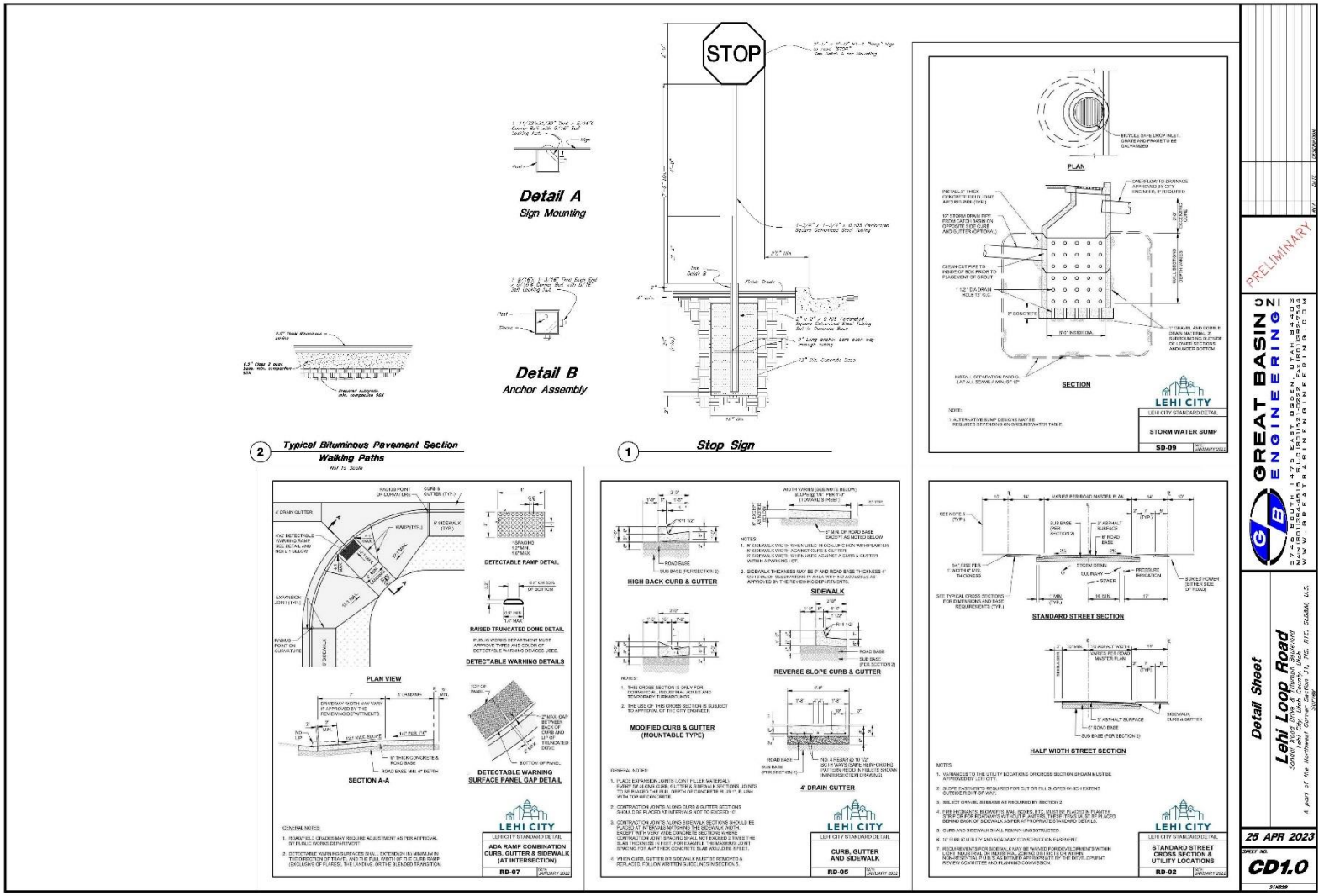
Samuel Knight Drive & Thanksgiving Boulevard
Lehi City, Utah County, Utah
A part of the Northeast Quarter of Section 17, T5S, R1E, SLB&M, U.S. Survey

25 APR 2023

SHEET NO.
CP1.4

21N029


Retaining Wall Preliminary Layout
Top block
Grade to drain surface water away from wall
Setback = 1 ⅝" (41 mm) Top Blocks (5° Wall Batter Angle)
Backfill per design requirements. Install in lifts and compact per project specifications.
Middle block (typical)
Drainstone (AASHTO No. 57 or equivalent) to extend at least 12" (305 mm) behind 18" high vertical transition block to maintain consistent batter from XL blocks to overlying blocks
n = 28°
Varies
Setback = 3 ¼" (83 mm) XL Block (5° Wall Batter Angle)
Non-woven geotextile fabric between adjacent blocks at base (required)
Move blocks forward during installation to engage shear knobs (typical)
Redi-Rock XL Block (typical)
Fill all void spaces in and between blocks with drainstone (ASTM No. 57 or equivalent)
Non-woven geotextile fabric at back of XL blocks and behind drainstone (if specified by Engineer based on site soil conditions)
1'-0" (305 mm)
1'-0" (305 mm)
Gravity drain to outlet (as specified by Engineer)
Leveling pad (as specified by Engineer)
2 Preliminary Redi-Rock Gravity Wall Section Option
Not to Scale
Grade to drain surface water away from wall
Setback = 1 ⅝" (41 mm) (5° Wall Batter Angle)
250 lb / ft² (12 kPa)
ϕ = 28°
ϕ = 28°
Move blocks forward during installation to engage shear knobs (Typical).
Reinforced zone fill per design requirements. Install in lifts and compact per project specifications.
12" (305mm) wide geogrid strip wrapped through block and extending full length back into the reinforced soil zone (Typical).
Infill stone (No. 57 or equivalent). Fill between adjacent blocks and vertical core slot. Extend stone at least 12" (305 mm) behind blocks.
Non-woven geotextile fabric (if specified by Engineer)
Varies
Drain (As specified by Engineer)
1'-0" (305 mm)
0'-6" (152 mm)
Leveling pad (as specified)
16'-0" (4.88m)
1 Preliminary Redi-Rock MSE Wall Section Option
Not to Scale
Legend
Graphic Scale
Scale: 1" = 40'
CAUTION NOTICE TO CONTRACTOR
PRIVATE PROPERTY NOTICE TO CONTRACTORS
ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN RIGHT OF WAY
PRELIMINARY
GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST, OGDEN, UTAH 84403
(801) 394-4515 FAX (801) 394-4516
WWW.GREATBASINENGINEERING.COM
Preliminary Retaining Wall Layout
Lehi Loop Road
Scofield Road, Grove & Triumph Boulevard
Lehi, Utah County, Utah
A part of the Northwest Lehi Infrastructure Improvements Survey
25 APR 2023
SHEET NO.
CP1.5
21N229



GREAT BASIN ENGINEERING
547 - 1470 S JORDAN PKWY #150 SPRINGVILLE, UTAH 84663
(801) 489-3600 FAX (801) 489-3639
WWW.GREATBASINENGINEERING.COM

PRELIMINARY

NO.	DESCRIPTION	DATE

Detail Sheet

Lehi Loop Road

Sonior Wood Drive & Triumph Boulevard

A part of the Northwest Corner Section 31, T5S, R1E, SLB&M, U.S. Survey

25 APR 2023

SHEET NO.

CD1.0

21A229

EXHIBIT N

Reserved

EXHIBIT O

Reserved

EXHIBIT P

(City Temporary Easement Agreement)

Draft 12/06/23

WHEN RECORDED, RETURN TO:

_____
_____

(Space Above for Recorder's Use)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Lehi City)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("**Grantor**"), and LEHI CITY, a political subdivision of the State of Utah ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Grantor is the owner of that certain real property located at 3000 North Triumph Boulevard, Lehi, Utah, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "**Grantor Property**"). CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("**MPT Tenant**") is the tenant of the Grantor Property.

B. This Agreement is executed pursuant to that certain Hospital Development Agreement dated as of the Effective Date among Grantor, Grantee and certain other parties ("**Development Agreement**"), pursuant to which Grantee, among other things, agreed to construct the City Improvements and Grantor agreed to provide Grantee with access upon portions of the Grantor Property for the purpose of completing the City Improvements. Capitalized terms not otherwise defined in this Agreement shall have the meaning given in the Development Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement and the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement (the "**Easement**") in, on, over, through, upon, across and under the Easement Area (defined later) for the purposes of construction, installation, and inspection of

the City Improvements (collectively, "**Construction Work**"), including, without limitation, ingress and egress of construction equipment, vehicles, and machinery, and storage of construction materials in connection with the City Improvements. Grantor may use the Easement Area in any manner not inconsistent with and which does not unreasonably and materially interfere with the rights and easements granted to Grantee herein. Without limiting the foregoing, Grantee agrees to exercise its rights under this Agreement such that Grantee does not unreasonably interfere with Grantor or MPT Tenant's ability to use the Grantor Property. As used in this Agreement, "**Easement Area**" means those portions of the Grantor Property that are shown on Exhibit C attached hereto. Notwithstanding the foregoing to the contrary, in the event Grantor or MPT Tenant object to any Easement Area, in their reasonable discretion, Grantor or MPT Tenant shall provide written notice to Grantee regarding such objection which objection shall include an alternative Easement Area in which event Grantee shall promptly vacate the objected to Easement Area and relocate to the alternative Easement Area described in the objection. Failure to relocate by Grantee as provided above shall be deemed a material default hereunder. Grantee, and its successors, assigns, employees, contractors, agents, guests, and invitees, shall have the right to enter upon the Easement Area only for the purposes permitted by this Agreement.

2. Term. The Easement shall commence on the Effective Date and shall automatically terminate upon the earlier to occur of (i) completion of the City Improvements; or (ii) two (2) years from the Effective Date ("**Term**").

3. Restoration. Upon completion of its installation and construction of the City Improvements, Grantee, at Grantee's sole cost and expense, shall restore the Easement Area to its original state as nearly as reasonably possible to the condition it was in immediately prior to the commencement of the Construction Work, except as necessarily modified to accommodate the City Improvements. Notwithstanding the foregoing to the contrary and for the avoidance of doubt, Grantee shall repair any damage or destruction, caused by Grantee's entry onto the Easement Area or otherwise as a result of the Construction Work.

4. Insurance. Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, a commercial general liability insurance policy with commercially reasonable limits insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage, occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Grantee shall provide a certificate of such insurance to Grantor and the MPT Tenant prior to any entry onto the Easement Area. Grantor and MPT Tenant shall have the right to object to any such insurance obtained by Grantee that is inconsistent with this provision. In no event shall the coverage obtained and maintained by Grantee be less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts. All such policies shall be kept in full force and effect during all times that the Grantee is performing work in the Easement Area. Grantee shall cause Grantor and MPT Tenant to be named as an additional insured on such policies of insurance (excepting workers'/workmen's compensation). Grantee shall use commercially reasonable efforts to cause its respective contractors to carry insurance policies that comply with the provisions of this Section, including,

without limitation, naming the Grantor and MPT Tenant as additional insureds under such policies (excepting workers'/workmen's compensation).

5. Termination. Grantee's rights hereunder shall automatically terminate at the expiration of the Term without further action, demand or notice upon completion of the City Improvements, or upon thirty (30) days' notice provided by Grantor or MPT Tenant for that portion of the Easement Area for which termination is requested, whichever occurs first.

6. Indemnity and Warranty. Grantee's indemnity and warranty obligations with respect to the City Improvements under Section 25(e)(Workmanship; Warranty) and Section 25(f)(Indemnity) of the Development Agreement are hereby incorporated in this Agreement by this reference.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

8. Attorney's Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the non-prevailing Party, including fees and costs incurred upon appeal or in bankruptcy court.

9. Entire Agreement. This Agreement, together with the Development Agreement and all documents to be delivered in accordance with the Development Agreement, contains 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.

10. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Agreement, and that as a result of his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

11. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

STATE OF _____)
):ss
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he is the _____of _____, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

GRANTEE:

Lehi City:

_____

By:_____
Mark Johnson

Title: Mayor

_____
Notary Public

STATE OF _____)
):ss
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he is the _____of _____, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

MPT TENANT CONSENT

The undersigned is the current tenant of the Grantor Property described in the foregoing TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Easement**"). The undersigned hereby consents to the Agreement and agrees to comply with its terms.

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By:_____

Name:_____

Its:_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as _____ of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Legal Description of the Grantor Property

Parcel 1:

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

Parcel No. 46:927:0005

EXHIBIT B

TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Map of Easement Area

EXHIBIT Q

(Connector Road Plan)

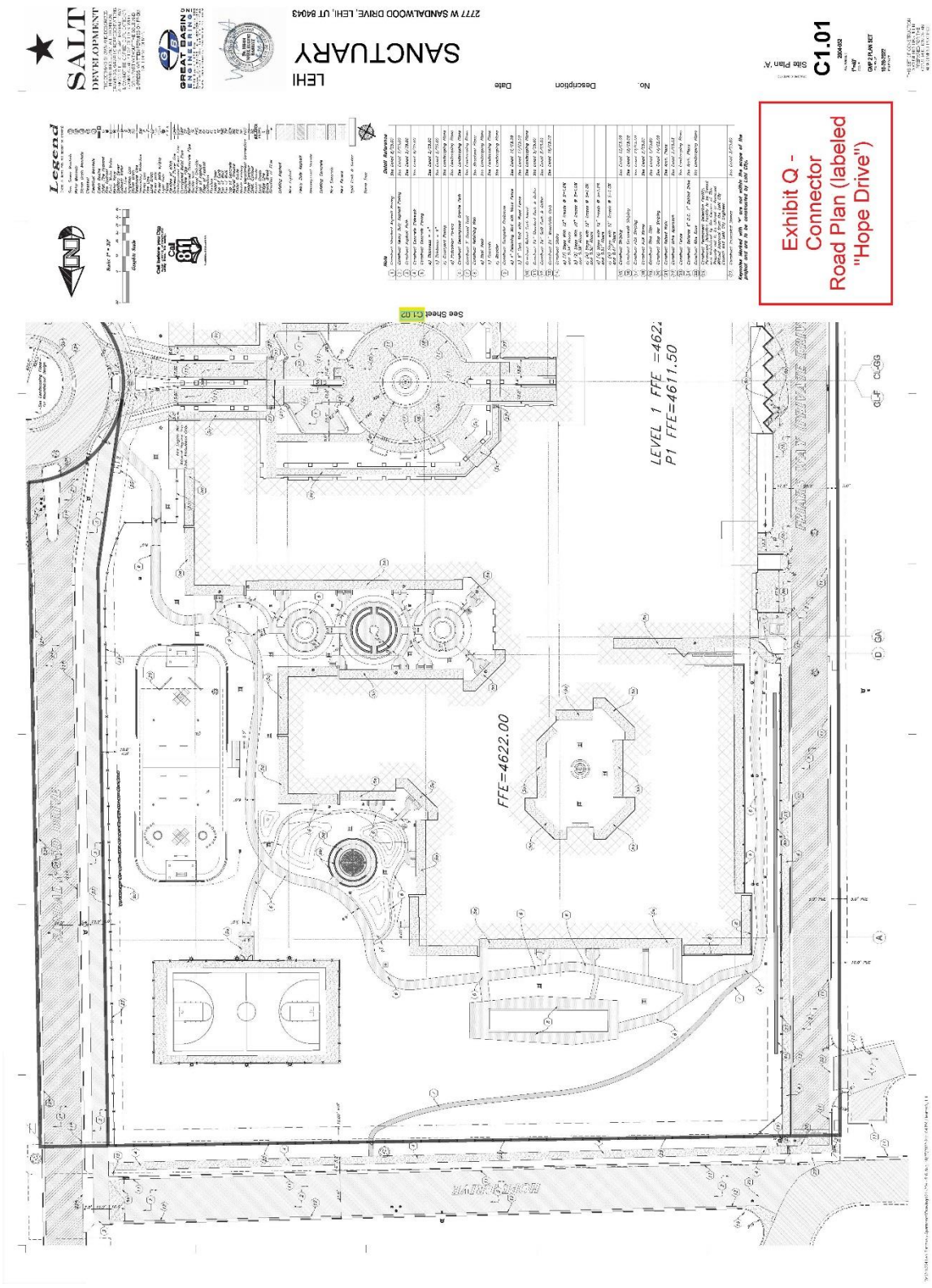


EXHIBIT R

(Eastern MPT Detention Parcel Development Plan)

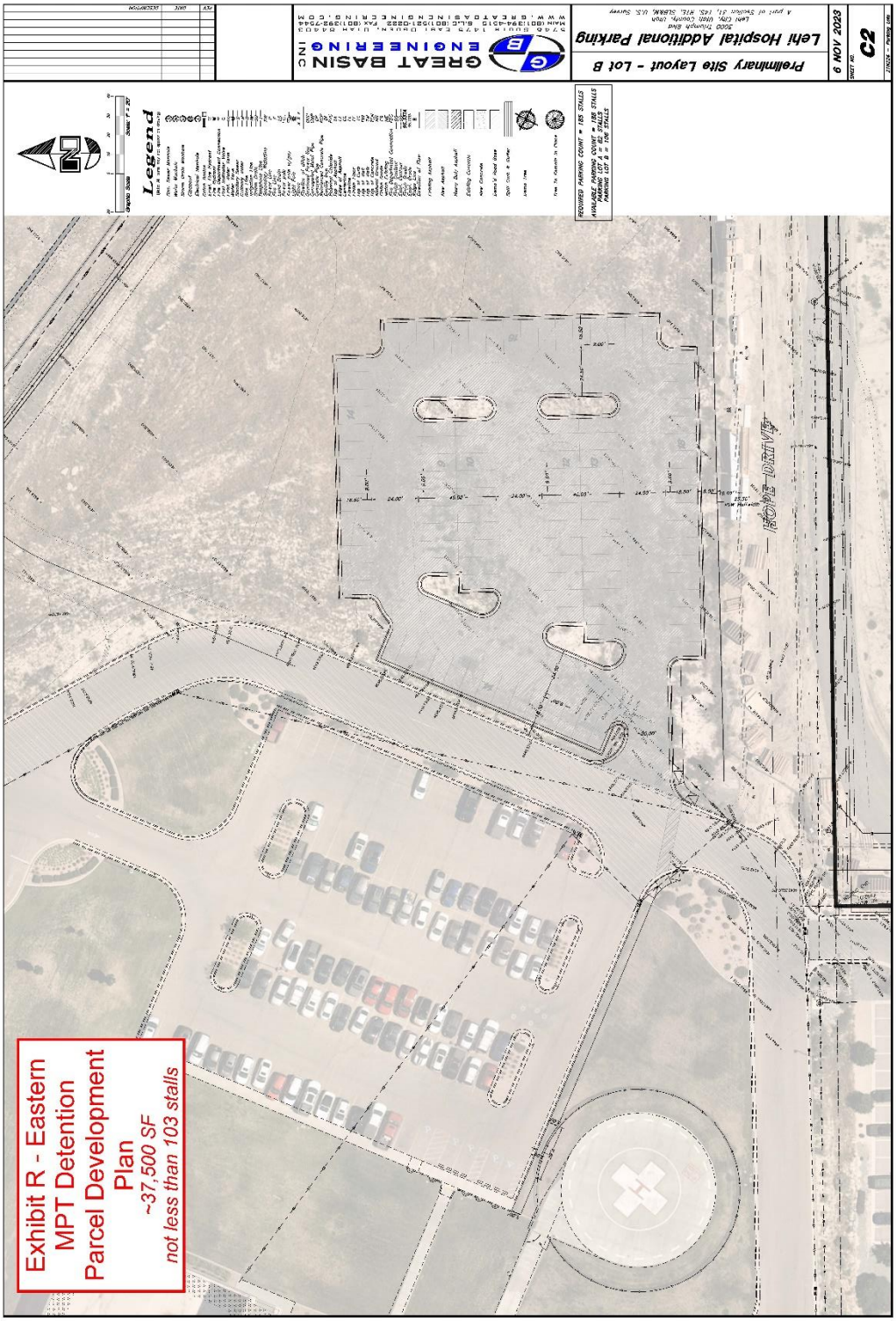


EXHIBIT S

(North Parking Lot Development Plan)



EXHIBIT T

(SALT Temporary Easement Agreement)

WHEN RECORDED, RETURN TO:

THE SANCTUARY AT LEHI, LLC
Attn: Brian Hobbs
205 N 400 W, Ste 300
Salt Lake City, Utah 84103

(Space Above for Recorder's Use)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("**Grantor**"), and SANCTUARY AT LEHI, LLC, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Grantor is the owner of that certain real property located at 3000 North Triumph Boulevard, Lehi, Utah, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "**Grantor Property**"). CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("**MPT Tenant**") is the tenant of the Grantor Property.

B. Grantee is the owner of the property located adjacent to the Grantor Property, more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the "**Grantee Property**").

C. This Agreement is executed pursuant to that certain Hospital Development Agreement dated as of the Effective Date among Grantor, Grantee and certain other parties ("**Development Agreement**"), pursuant to which Grantee, among other things, agreed to construct the SALT Improvements and Grantor agreed to provide Grantee with access upon portions of the Grantor Property for the purpose of completing the SALT Improvements. Capitalized terms not otherwise defined in this Agreement shall have the meaning given in the Development Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement and the Development Agreement, and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement (the "**Easement**") in, on, over, through, upon, across and under the Easement Area (defined later) for the purposes of construction, installation, and inspection of the SALT Improvements (collectively, "**Construction Work**"), including, without limitation, ingress and egress of construction equipment, vehicles, and machinery, and storage of construction materials in connection with the SALT Improvements. Grantor may use the Easement Area in any manner not inconsistent with and which does not unreasonably and materially interfere with the rights and easements granted to Grantee herein. Without limiting the foregoing, Grantee agrees to exercise its rights under this Agreement such that Grantee does not unreasonably interfere with Grantor or MPT Tenant's ability to use the Grantor Property. As used in this Agreement, "**Easement Area**" means those portions of the Grantor Property that are shown on Exhibit C attached hereto. Notwithstanding the foregoing to the contrary, in the event Grantor or MPT Tenant object to any Easement Area, in their reasonable discretion, Grantor or MPT Tenant shall provide written notice to Grantee regarding such objection which objection shall include an alternative Easement Area in which event Grantee shall promptly vacate the objected to Easement Area and relocate to the alternative Easement Area described in the objection. Failure to relocate by Grantee as provided above shall be deemed a material default hereunder. Grantee, and its successors, assigns, employees, contractors, agents, guests, and invitees, shall have the right to enter upon the Easement Area only for the purposes permitted by this Agreement.

2. Term. The Easement shall commence on the Effective Date and shall automatically terminate upon the earlier to occur of (i) completion of the SALT Improvements; or (ii) two (2) years from the Effective Date ("**Term**").

3. Restoration. Upon completion of its installation and construction of the SALT Improvements, Grantee, at Grantee's sole cost and expense, shall restore the Easement Area to its original state as nearly as reasonably possible to the condition it was in immediately prior to the commencement of the Construction Work, except as necessarily modified to accommodate the SALT Improvements. Notwithstanding the foregoing to the contrary and for the avoidance of doubt, Grantee shall repair any damage or destruction, caused by Grantee's entry onto the Easement Area or otherwise as a result of the Construction Work.

4. Insurance. Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, a commercial general liability insurance policy with commercially reasonable limits insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage, occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Grantee shall provide a certificate of such insurance to Grantor and the MPT Tenant prior to any entry onto the Easement Area. Grantor and MPT Tenant shall have the right to object to any such insurance obtained by Grantee that is inconsistent with this provision. In no event shall the coverage obtained and maintained by Grantee be less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee

benefit acts. All such policies shall be kept in full force and effect during all times that the Grantee is performing work in the Easement Area. Grantee shall cause Grantor and MPT Tenant to be named as an additional insured on such policies of insurance (excepting workers'/workmen's compensation). Grantee shall use commercially reasonable efforts to cause its respective contractors to carry insurance policies that comply with the provisions of this Section, including, without limitation, naming the Grantor and MPT Tenant as additional insureds under such policies (excepting workers'/workmen's compensation).

5. Termination. Grantee's rights hereunder shall automatically terminate at the expiration of the Term without further action, demand or notice upon completion of the SALT Improvements, or upon thirty (30) days' notice provided by Grantor or MPT Tenant for that portion of the Easement Area for which termination is requested, whichever occurs first.

6. Indemnity and Warranty. Grantee's indemnity and warranty obligations with respect to the SALT Improvements under Section 25(e)(Workmanship; Warranty) and Section 25(f)(Indemnity) of the Development Agreement are hereby incorporated in this Agreement by this reference.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

8. Attorney's Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the non-prevailing Party, including fees and costs incurred upon appeal or in bankruptcy court.

9. Entire Agreement. This Agreement, together with the Development Agreement and all documents to be delivered in accordance with the Development Agreement, contains 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.

10. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Agreement, and that as a result of his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

11. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

STATE OF _____)
):ss
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he is the _____of _____, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

GRANTEE:

SANCTUARY AT LEHI, LLC, a Delaware limited liability company

By: Rock SALT II, LLC, a Delaware limited liability company

By: _____
Thomas Vegh, Manager

By: _____
Brian Hobbs, Manager

STATE OF _____)
):ss
COUNTY OF _____)

On the _____ day of _____, 2023, personally appeared before me, Thomas Vegh, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2023, personally appeared before me, Brian Hobbs, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

_____
Notary Public

MPT TENANT CONSENT

The undersigned is the current tenant of the Grantor Property described in the foregoing TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "**Easement**"). The undersigned hereby consents to the Agreement and agrees to comply with its terms.

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By:_____

Name:_____

Its:_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as _____ of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A to Temporary Construction Easement Agreement

Legal Description of the Grantor Property

Parcel 1:

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

Parcel No. 46:927:0005

EXHIBIT B to Temporary Construction Easement Agreement

Legal Description of the Grantee Property

Lot 2, Lehi Botanical Subdivision, Amending Lehi Industrial Park Plat "A", according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel No.: 45-579-0002

EXHIBIT C to Temporary Construction Easement Agreement

Map of Easement Area

EXHIBIT U

(Connector Road Agreement)

WHEN RECORDED, MAIL TO:

THE SANCTUARY AT LEHI, LLC
Attn: Brian Hobbs
205 N 400 W, Ste 300
Salt Lake City, Utah 84103

(Space Above for Recorder's Use)

ACCESS AND UTILITY EASEMENT
AND
SHARED MAINTENANCE AGREEMENT
(Connector Road)

THIS ACCESS AND UTILITY EASEMENT AND SHARED MAINTENANCE AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2023 (the "**Effective Date**"), by and between THE SANCTUARY AT LEHI, LLC, a Delaware limited liability company ("**Sanctuary**"); and MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("**MPT**"). Sanctuary and MPT may be collectively referred to herein as the "**Parties**," and individually as a "**Party**."

R E C I T A L S

A. Sanctuary owns certain real property (the "**Sanctuary Parcel**") located in Utah County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. MPT owns certain real property (the "**MPT Parcel,**" and collectively with the Sanctuary Parcel, the "**Parcels**") located adjacent to the Sanctuary Parcel in Utah County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference. Catholic Health Initiatives Colorado, a Colorado nonprofit corporation, is the current tenant of the MPT Parcel ("**MPT Tenant**").

C. Sanctuary desires to receive a perpetual and non-exclusive easement for access on, over, and across a portion of the MPT Parcel more particularly described and depicted on Exhibit C attached hereto and incorporated herein by this reference ("**Easement Area**") and for Utility Lines (defined later), and MPT desires to grant such an easement to Sanctuary, subject to the terms of this Agreement. This Agreement is executed pursuant to that certain Hospital Development Agreement dated on or about the Effective Date among MPT, MPT Tenant, Sanctuary, and certain other parties ("**Development Agreement**"). Pursuant to the Development Agreement, Sanctuary, among other things, is required to install an asphalt two-lane, two-way road on the Easement Area (the "**Connector Road**").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Easements.

1.1. Intentionally Deleted.

1.2. Grant of Access Easement to Sanctuary. MPT, as the owner of the MPT Parcel, hereby grants, conveys, transfers, and assigns to Sanctuary, for the benefit of the Sanctuary Parcel, a perpetual and non-exclusive easement on, under, over, and across the Easement Area for the purpose of vehicular and pedestrian access, and for the use of the Connector Road (the "**Access Easement**"). The Access Easement, as well as all access and other rights provided for in this Agreement, will permit Sanctuary to access the Sanctuary Parcel for any possible present or future use to which the Sanctuary Parcel may be put. [5]

1.3. Grant of Utility Easements to Sanctuary. MPT hereby grants, conveys, transfers, and assigns to Sanctuary, for the benefit of the Sanctuary Parcel, a perpetual and non-exclusive easement on, under, over, and across the Easement Area to construct, install, operate, maintain and replace Utility Lines (the "**Utility Easement**," and together with the Construction Easement and the Access Easement, the "**Easements**"). "**Utility Lines**" means underground and above ground wires, pipes and other conduits for electricity, gas, telephone, cable, water, sanitary and storm sewers and other services for the benefit of the buildings and improvements located on the Sanctuary Parcel.

1.4. Permittees. The Easements may be used by Sanctuary and its Permittees (defined below). The term "**Permittees**" shall mean agents, employees, contractors, subcontractors, guests, invitees, licensees, and customers of a Party.

2. Maintenance of Easement Area.

2.1. Following the installation of the Connector Road, MPT, as the fee owner of the MPT Parcel ("**MPT Owner**"), shall, at the joint cost of the fee owners of the MPT Parcel and Sanctuary Parcel (each, an "**Owner**") to be allocated and paid for as set forth in this Section 2, keep or cause to be kept the Easement Area and all improvements now or hereafter situated thereon, including, without limitation, the Connector Road, (i) in good condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance will all applicable laws and regulations, and (ii) in a workmanlike and acceptable manner such that Sanctuary may utilize the Access Easement and the Utility Easement in such a manner as to allow Sanctuary to access and use the Easement Area for the purposes specified in Section 1 above.

[5] NTD: Connector Road is not a primary access road to Sanctuary's parcel; there is another road in front of Sanctuary's parcel that will serve as primary access; however, the parties have never discussed including any qualifiers on Sanctuary's use of the road and Sanctuary wants to avoid adding them now.

2.2. The Owner of each Parcel shall pay their respective shares of the cost and expense of maintaining the Easement Area based on their respective Owners Percentages ("**Owner's Proportionate Share**"). "**Owners Percentages**" means the percentage assigned to each Parcel for the purpose of allocating the costs of maintenance, repair and replacement pursuant to this Section 2.2. The Owners Percentages for the Parcels is as follows:

MPT Parcel	**50%**
Sanctuary Parcel	**50%**

2.3. MPT Owner shall invoice the fee owner of the Sanctuary Parcel ("**Sanctuary Owner**") on a regular periodic basis (but not less frequently than annually or more frequently than monthly) for its Owner's Proportionate Share based on the approved Budget (defined later). The Sanctuary Owner shall pay the invoice within thirty (30) days of its receipt of the invoice. If the Sanctuary Owner fails to timely pay an invoice, then the unpaid balance shall without further notice accrue interest at the rate of eight percent (8%) per annum, but in no event shall the MPT Owner have the right to place a lien on the Sanctuary Parcel for such failure to pay. Notwithstanding the foregoing to the contrary, interest shall not accrue on the first late payment per calendar year.

2.4. Within ninety (90) days after the end of each calendar year, MPT Owner shall furnish to Sanctuary Owner a statement of actual costs to maintain the Easement Area and Sanctuary Owner's Proportionate Share for the previous calendar year. A lump sum payment will be made by Sanctuary Owner, within thirty (30) days of its receipt of that statement, equal to the excess, if any, of the actual amount of Sanctuary Owner's Proportionate Share over all amounts paid by Sanctuary Owner with respect to Sanctuary Owner's Proportionate Share for the preceding calendar year. If the amount of Sanctuary Owner's Proportionate Share of the Operating Costs is less than the estimated amounts paid by Sanctuary Owner with respect to Sanctuary Owner's Proportionate Share of Operating Costs for such calendar year, MPT Owner shall apply the difference (the "**Overage**") to the next accruing installment of Sanctuary Owner's Proportionate Share due hereunder or, if necessary, subsequently accruing installments of Sanctuary Owner's Proportionate Share until the entire Overage amount is credited.

2.5. The MPT Owner shall provide to the Sanctuary Owner proposed annual budget for the maintenance, replacement and repair of the Common Access Area (the "**Budget**"). The initial Budget shall be submitted not later than thirty (30) days after the completion of the Connector Road and shall run through the end of the calendar year in which such completion occurs. Thereafter, the Budget shall be on a calendar year basis and the MPT Owner shall submit the proposed Budget for next calendar year to Sanctuary Owner not less than ninety (90) days before the end of the current calendar year. The Budget shall be subject to the prior written approval of the Sanctuary Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Within ten (10) business days after the receipt of the Budget, the Sanctuary Owner may object in writing to any matter set forth therein. Any objection shall specify the items to which the Sanctuary Owner objects, state the basis for the objection and state the changes, which if made, would cause the Sanctuary Owner to grant approval. If the Sanctuary Owner does not object in reasonable written detail to the proposed Budget within thirty (30) business days after

receipt of the Budget, it shall be deemed to have disapproved the Budget. As to any portion of the Budget as to which the Sanctuary Owner has timely objected or if the Budget has been deemed disapproved as provided in the preceding sentence, the MPT Owner and the Sanctuary Owner shall negotiate in good faith to resolve their differences.

2.6. The Sanctuary Owner shall have the right to cause an audit of the books and records relevant to the maintenance, replacement and repair expenses maintained by the MPT Owner. The audit shall be by an independent certified public accountant. The Sanctuary Owner shall notify the MPT Owner of its intent to audit at least ten (10) business days prior to the requested audit date (which shall be an ordinary business day). If the audit discloses that the applicable expenses invoiced were less than the applicable expenses actually paid, then the Sanctuary Owner shall pay any resulting deficiency to the MPT Owner within twenty (20) days after the completion of the audit. Conversely, if the audit discloses that the applicable expenses invoiced were greater than the applicable expenses actually paid, then the MPT Owner shall either credit such overpayment to the costs and expenses being incurred for then then current twelve (12) month period or repay any resulting overpayment to the Sanctuary Owner within twenty (20) days after the completion of the audit. The audit cost shall be borne solely by the Owner requesting the audit, unless any resulting payment in favor of such Owner for any applicable twelve (12) month period shall exceed three percent (3%) of the expenses previously invoiced for that twelve (12) month period, in which case the MPT Owner shall pay the cost of the audit within ten (10) days of the Sanctuary Owner's invoice.

2.7. MPT Owner may at any time delegate the some or all of its obligations set forth in this Section 2 to MPT Tenant or another occupant of the MPT Parcel or cause some or all of such obligations to be performed by a reputable management company.

2.8. Each Party agrees to promptly repair any damage, other than normal wear and tear, to the Easement Area directly caused by such Party or its Permittees. The damage caused by normal wear and tear and the regular use of the Easement Area will be repaired and taken care of pursuant to Sections 2.1-2.8 above.

3. No Interference. Neither MPT nor its Permittees shall make any use of the Easement Area or the Connector Road that interferes or is inconsistent with the use and enjoyment of the same by Sanctuary and its Permittees for the purposes set forth in Section 1 of this Agreement; provided, however, MPT, MPT Tenant (for as long as it remains the tenant of the Grantor Property) and their Permittees shall be entitled to use the Connector Road. No Party shall erect any wall, fence, or other barrier or obstacle on the Easement Area that would cause an obstruction of the Connector Road. To the extent MPT desires to make any improvements to the Easement Area following the construction of the Connector Road, all such improvements shall be consistent with any existing Connector Road improvements, shall not materially and unreasonably interfere with the use and enjoyment of the Easement Area by Sanctuary and its Permittees, shall comply with all applicable governmental requirements, and shall be undertaken and completed with due diligence, at MPT's sole cost.

4. Duration. The Easements and each covenant and restriction set forth in this Agreement shall be perpetual.

5. Self Help. In the event a Party defaults in its obligations to maintain and repair that portion of the Easement Area that is such Party's responsibility to repair and maintain pursuant to Section 2, after thirty (30) days written notice (unless in case of emergency wherein no written notice will be required) to the defaulting Party, the non-defaulting Party may undertake to complete the maintenance and repair of the same; provided, however, so long as the defaulting Party has commenced efforts to repair or maintain the Easement Area within such thirty (30) day period and diligently pursues such repair or maintenance to completion as soon as reasonably practical thereafter, the non-defaulting Party shall have no right to self-help as set forth herein. Upon the completion of the maintenance or repair by the non-defaulting Party, provided the non-defaulting Party was entitled to complete the maintenance or repair in accordance with this Section, the defaulting Party shall pay non-defaulting Party the reasonable out-of-pocket costs of maintaining or repairing the same, within thirty (30) days after receipt of a statement itemizing the costs incurred. If such amount remains unpaid after thirty (30) days, such unpaid amounts shall bear interest at eight percent (8%) per annum.

6. Compliance with Laws. The Parties will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary.

7. Insurance. Each of the Parties shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area.

8. Notices. Any notice required or desired to be given under this Agreement will be considered given: (i) when delivered in person to the recipient named below, (ii) when delivered by a reputable overnight delivery service, or (iii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices sent to MPT shall be sent to MPT Tenant. All notices shall be given at the following addresses:

If to Sanctuary:

SANCTUARY AT LEHI, LLC
Brian Hobbs
205 N 400 W, Ste 300
Salt Lake City, Utah 84103
Email: brian.hobbs@saltdev.com

If to MPT: MPT OF LEHI-STEWARD, LLC
c/o MPT Operating Partnership, L.P.
1000 Urban Center Drive, Suite 501
Birmingham, Alabama 35242
Attn: Legal Department
Fax: (205) 969-3756
Email: legal@medicalpropertiestrust.com

If to MPT Tenant: Catholic Health Initiatives Colorado
9100 E. Mineral Circle
Centennial, CO 80012
Attn: Vice President of Real Estate and Construction

Catholic Health Initiatives Colorado
9100 E. Mineral Circle
Centennial, CO 80012
Attn: General Counsel

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. Miscellaneous.

9.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each party waives any claims or defenses to the contrary.

9.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflicts of law principles.

9.3. Run with The Land; Successors. All provisions of this Agreement, including the benefits and burdens, shall run with title to the MPT Parcel and the Sanctuary Parcel, respectively, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, and their respective successors and assigns.

9.4. Integration. This Agreement, together with the Development Agreement and all agreements executed pursuant to the Development Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. No amendment of this Agreement shall be effective unless such amendment has

been executed and notarized by the Parties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah ("**Official Records**").

9.5. Rights and Remedies; No Termination. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. For as long as MPT is the tenant of the Grantor Property, MPT Tenant shall be entitled to enforce all rights and remedies of MPT against Sanctuary or the successor owner of the Sanctuary Parcel. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise. Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that no breach of or event of default under this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement in whole or in part.

9.6. Litigation Expenses. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either Party against the other Party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

9.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

9.8. Recording. This Agreement shall be recorded in the Official Records.

9.9. Private Use; No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of either the MPT Parcel or the Sanctuary Parcel to the general public or for the public or for any public purpose. The rights and easements herein created are private.

9.10. No Waiver. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more

written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

9.11. Priority. The Parties acknowledge their mutual intent and desire that this Agreement and the Easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Parcels.

9.12. Severability. Any provision of this Agreement determined to be in violation of any law shall be void but shall not affect the validity and enforceability and all other provisions hereof.

9.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached to any other counterpart hereof.

[signatures and acknowledgements are on the following pages]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above given.

SANCTUARY: **THE SANCTUARY AT LEHI, LLC,**
a Delaware limited liability company

By: Rock SALT II, LLC,
a Delaware limited liability company
Its: Manager

By:_____
Name: Clint Brian Hobbs
Title: Manager

By:_____
Name: Thomas D. Vegh
Title: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

MPT:

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: _____
Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

MPT TENANT CONSENT

The undersigned is the current tenant of the MPT Parcel described in the foregoing Access And Utility Easement And Shared Maintenance Agreement (the "**Connector Road Agreement**"). The undersigned hereby consents to the Connector Road Agreement and agrees to comply with its terms.

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By:_____

Name:_____

Its:_____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as _____ of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

Legal Description of the Sanctuary Parcel

A parcel of land located in Utah County, Utah and more particularly described as follows:

Lot 2, Lehi Botanical Subdivision, Amending Lehi Industrial Park Plat "A", according to the official plat thereof on file and of record in the office of the **Utah** County Recorder.

Parcel No.: 45-579-0002.

EXHIBIT B

Legal Description of MPT Parcel

Parcel 1:

All of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County:

Less and Excepting the following:

A part of Lot 1, Mountain Point Medical Center Commerical Subdivision, in Lehi City, Utah County, Utah being a part of the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah:

Beginning at a point 631.51 feet South 48˚38’40” East and 479.24 feet south 41˚21’20” West from the most Northerly corner of Lot 1, said point is also 778.46 feet North 0˚01’07” West along the Section line, 1336.74 feet East to the Southwesterly line of a railroad, and 1868.48 feet South 48˚38’40” East along said Southwesterly line and 479.24 feet South 41˚21’20” West from the West Quarter corner of said Section 31; and running thence South 67˚40’19” East 172.30 feet; thence South 22˚19’00” West 4.96 feet; thence South 67˚38’49” East 6.96 feet to the Northerly face of an existing building; thence six (6) courses along said Northerly face of building as follows: (1) South 22˚19’00” West 9.62 feet; (2) North 67˚41’00” West 1.96 feet; (3) South 22˚19’00” West 59.68 feet; (4) North 67˚41’00” West 33.73 feet; (5) South 22˚19’00” West 37.92 feet; and (6) South 67˚41’00” East 6.06 feet; thence South 22˚19’00” West 5.00 feet; thence South 67˚41’00” East 5.00 feet; thence South 22˚19’00” West 28.76 feet; thence North 67˚41’00” West 154.64 feet; thence North 22˚19’00” East 38.81 feet; thence North 67˚41’00” West 12.50 feet; thence North 22˚19’00” East 67.33 feet; thence South 67˚41’00” East 12.50 feet; thence North 22˚19’00” East 39.83 feet to the point of beginning. Contains 1,185,301 square feet or 27.211 acres more or less.

Parcel No. 46:927:0005

EXHIBIT C

Legal Description and Depiction of the Easement Area

January 12, 2022

HOPE DRIVE - #5

FROM MOUNTAIN POINT MEDICAL CENTER

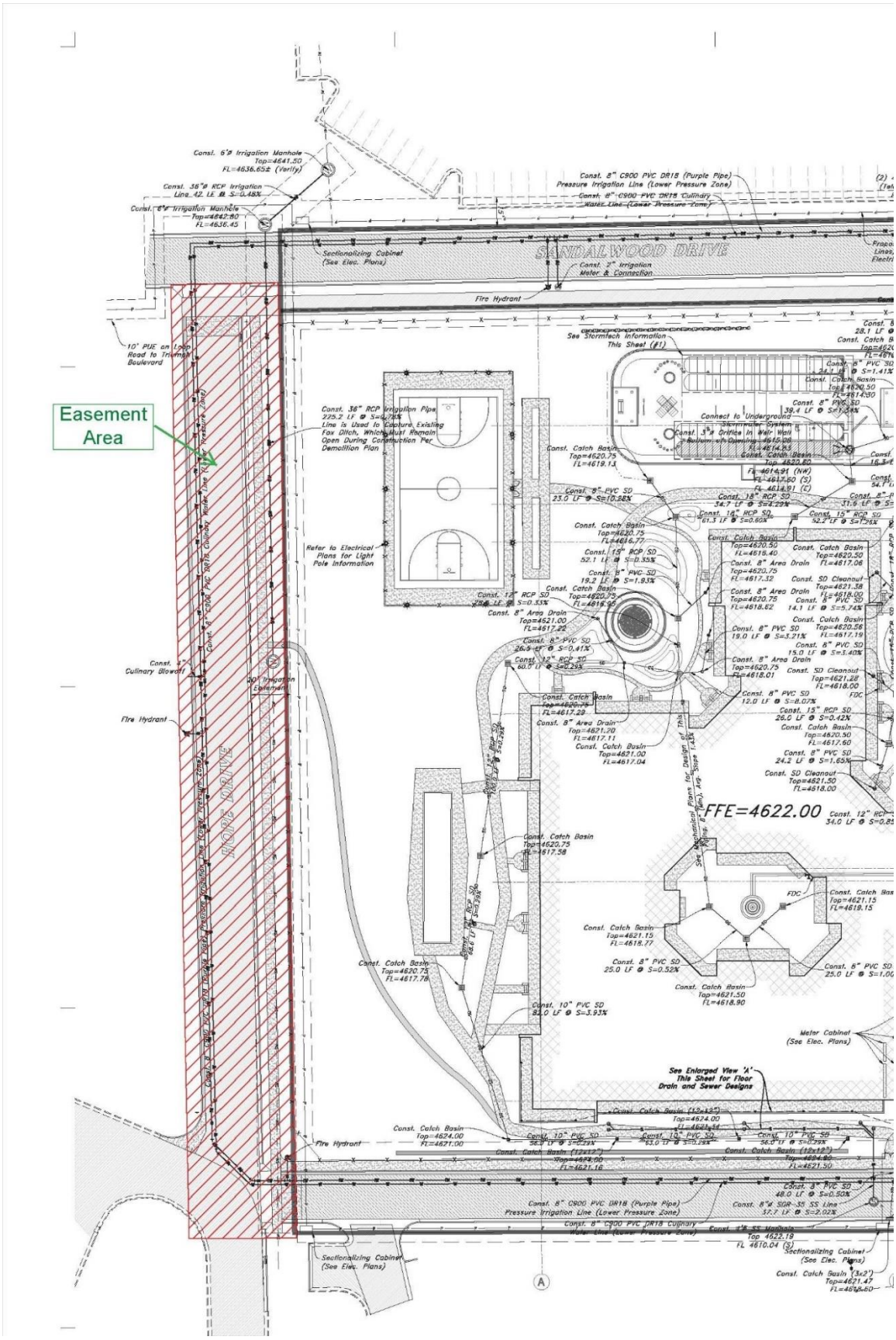
A part of the Southeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point on the North line of Lot 2 Lehi Botanical Subdivision, Amended Lehi Industrial Park, Plat 'A', Lehi City, Utah County, Utah; said point being 1353.60 feet North 0°09'32" East along a Section line and 1802.08 feet West and 49.50 feet South 88°58'47" West along said North line of Lot 2 from the Southeast corner of said Section 31; and running thence South 88°58'47" West 474.56 feet along said North line of Lot 2; thence North 0°25'13" West 16.50 feet; thence North 47°39'22" East 60.47 feet; thence North 88°23'39" East 428.80 feet; thence South 1°12'35" East 60.81 feet to the point of beginning.

Contains 26,797 Square Feet

Or 0.615 Acre

Basis of Bear is North 0°09'32" East from the Southeast corner of said Section 31 to the East Quarter Corner.



4867-3159-9106

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-75 awarding the Family Park Estates lot sale RFP and authorizing staff to negotiate and execute the real estate purchase sales contracts for 6 lots in the Family Park Estates subdivision located at approximately 1800 N 600 East.

Suggested Action:

Attachments:

Resolution-Family Park Estates Lot RFP Approval.docx

RFP to Sell Lots at Family Park Estates Final.pdf

LEHI CITY

RESOLUTION NO. 2023-??

A RESOLUTION AWARDING THE FAMILY PARK ESTATES LOT SALE RFP

WHEREAS, Lehi City acquired land at approximately 1700 N 600 E in Lehi City and has previously subdivided the land into lots and installed improvements;

WHEREAS, the City now desires to sell the lots rather than develop the lots itself;

WHEREAS, the City issued an RFP to solicit proposals from respondents in order to obtain the most advantageous proposal for the City;

WHEREAS, on December 12, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds that: (i) the proposal attached as Exhibit A to this Resolution is hereby approved; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The proposal attached as Exhibit "A" is hereby accepted and approved;

2. City staff is hereby directed to negotiate a REPC that contains the terms and conditions presented to the City Council;

3. The Mayor is authorized to execute the REPC and to take all other action as is necessary to make it effective.

4. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City this 12th day of December, 2023.

LEHI CITY ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Exhibit B

Exhibit C

153 N. 100 E.
Lehi, UT 84043
Lehi-ut.gov

REQUEST FOR PROPOSAL FOR THE PURCHASE OF LAND
Family Park Estates

Approx 1700 N. 600 E. Lehi UT 84043

PREPARED BY: Lehi City

December 6th, 2023

RESPONSES DUE: December 12th, 2023

REQUEST FOR PROPOSALS ("RFP")

Acquisition and Development of Parcels located at approximately
1700 N. 600 E. Lehi Ut. 84043 Family Park Estates

INTRODUCTION

Lehi City, Utah is seeking competitive proposals ("Proposal") for the acquisition of land located at approx. 1700 N. 600 E. Lehi UT 84043 Family Park Estates (the "Property"). The Property is more specifically described on Exhibit A-1 attached hereto and the Plat Map for the Property is attached hereto as Exhibit A-2. The Property is currently owned by Lehi City Corporation, a municipality of the State of Utah. The City Council of Lehi City has determined that the land is no longer needed for the current or future operations of the City and has authorized the sale of the Property to the person or entity that submits the most advantageous proposal for the City. The property consists of 6 single family residential lots for sale.

BACKGROUND

Lehi City acquired the land as part of a larger block of approximately 57 acres to create a regional park. It was determined that some of the excess property would be better suited for residential building lots. The City has subdivided 7 lots with all improvements to include culinary water is stubbed into the property to the meter can, pressurized irrigation is stubbed into the property to the meter can, sewer lateral is stubbed into the property, gas, and power lines are installed in front of the lots, curb & gutter, sidewalk and road widening. Lot number 4 (as shown on the plat)is not included in this RFP. As Lehi City is not a developer, Lehi City Council determined it would be advantageous to ISSUE an RFP and have the lots developed by a developer.

The selection of the successful Respondent will be by competitive process as described throughout this RFP. The selection will be based upon several factors as outlined in this document.

PROPERY INFORMATION

The Property is located at approximately 1700 N. 600 E. Lehi Ut 84043 (Family Park Estates) and is identified as Parcel ID # 39:377:0001 – 39:377:0007 in Utah County. The Property has direct access from 600 East. See attached recorded plat in appendix A-2. Lot 4 Parcel ID # 39:377:0004 is excluded from this sale.

The Property has significant sloping issues to the west and will require uniform and consistent fencing and/or retaining wall. The successful Respondent may need to show how it proposes to work with the sloping. The Property had a water tank located on lots 4 and 5. It has been removed but the area has not been backfilled. The 10" well standpipe is still located on the property that has been sealed with a cement mixture. and it can be cut off as the property is developed.

Fill has been installed on lots 1, 2, and 3 (see attached copy of geo tech report Appendix 2)

Homes can be no more than one story above existing road. This will be part of the REPC as an

addendum and a requirement upon purchasing the lots.

The Property is zoned R-1-12 residential zoning (Appendix A-3). All lots comply with the current zoning ordinance, but the successful Respondent will be required to follow all other ordinances that may apply.

Each respondent to this RFP (each, a "Respondent") is responsible for conducting its own due diligence on the Property. The Property will be sold "AS IS". Note that the culinary water, pressure irrigation and sewer service laterals have been installed and extend to the property for each lot, ready for connection.

Construction Drawings are included as Appendix 3 and were sent as an attachment to the RFP Proposal.

SUBMITTAL DEADLINE

All responses to this RFP must be submitted via email or in a sealed envelope hard copy (one (1) original) no later than 3:00 p.m. Mountain Time, **December 12th, 2023**. Responses received after this time and date will not be considered. Please address the response to:

Marlin Eldred
153 N. 100 E.
Lehi, UT. 84043

Or

Email Address: meldred@lehi-ut.gov

INQUIRIES

Respondents are strongly encouraged to submit inquiries regarding this RFP via email or via cell phone call, to Marlin Eldred at meldred@lehi-ut.gov or cell 801-719-8234.

VIEW

The City is seeking an outright sale of the Property and does not desire any on-going participation in the future ownership of the Property. The City plans to award the sale to the Respondent that submits the Proposal that is most advantageous to the City, however it reserves the right to reject any and all Proposals for any reason. The City also reserves the right to amend this RFP and the process itself, or to discontinue this process at any time.

The City's intent is to enter into a sales contract with the successful Respondent that is substantially similar to the Utah Association of Realtors Real Estate Purchase and Sale Contract the City will convey the property by quit claim deed.

The City makes no representation of any kind concerning the condition of the Property, including the environmental condition of the Property. Respondent at its own expense shall be

permitted to have the Property inspected for environmental contamination prior to submission of Proposal or make it part of the due diligence process. When used "herein" the term "property" shall include all aspects of the property, such as, but not limited to, the soils and groundwater beneath it.

INSTRUCTION TO BIDDERS

Each Respondent shall be responsible for complying with the conditions below, and submitting the required documentation as described:

1. Documents to be Submitted: Respondents are required to submit Proposals using the forms supplied by the City in Appendix 1 (Proposal Response Sheet)

2. Identity of Respondents: The Proposal submitted shall state the name of the proposed purchaser, whether an individual, partnership or corporation. This shall include the full names and addresses of all parties who will be the principal investors or owners of the Property and who will become party to any contract or agreement.

3. Purchase Price: The Respondents must state their proposed purchase price and terms in both words and numerals.

4. Affirmation of Understanding: The Respondents must affirm that they have read this Request for Proposal, visually inspected the property, and understand the intents and purposes of the City in this land sale.

5. Financial Capability: Each Proposal must be able to show evidence that they possess the financial capability to acquire the Property upon request.

6. Property Security: The successful Respondent must submit a $25,000.00 security deposit within 3 days of signing the REPC. The City will pay no commissions or brokers fees to the buyer.

7. Purchase Agreement, Closing and Performance: The successful Respondent will be expected to suggest a proposed closing date in the Proposal that may be subject to change by the city. The closing will require execution of all legal documents, purchase agreements and contracts as may be required to consummate a complete sale to the City. The City will convey by quit claim deed and will provide evidence of title and the title insurance. Upon conveyance, the Property may be subject to taxation, as well as federal, state, and municipal laws, easements and restrictions of record. Closing will have to occur within 60 days of the Proposal Award.

8. Withdrawal of Proposals: Proposals may not be withdrawn for a period of sixty (60) calendar days after the date of opening unless the consent of the City is given. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

9. Approval by Lehi City: It shall be the sole determination of the City as to which Proposal

is the most acceptable. The award may not necessarily go to the Proposal offering the purchase price. Financial capability may be equally or more important to the City. The City reserves the right to reject the highest purchase price Proposal and/or further the right to reject any or all Proposals.

10. Ownership and Proposal Signatures – All Proposals must contain the complete legal names and signatures of the Respondents, whether an individual, partnership or corporation, who are to become the legal owners and who are proposing to acquire the Property. These should be the persons who will have an interest in the Title to said property and who will be involved in the complete execution of all Title work and other legal documentation that will be necessary to properly complete the transaction of sale agreements. All Proposals proposals must contain the full signatures of the parties having an interest in said Proposal, be dated and witnessed and contain the full legal address and telephone number of all parties connected therewith.

11. Proposals will be opened as received by the City Administrator or his designee.

12. Within a reasonable time (not to exceed sixty (30) days) after the notification of its selection, the City and the successful Respondent will negotiate and execute a Purchase and Sale Agreement. The city anticipates announcing the successful Respondent at the December 12, 2023 City Council meeting.

TERMS AND CONDITIONS

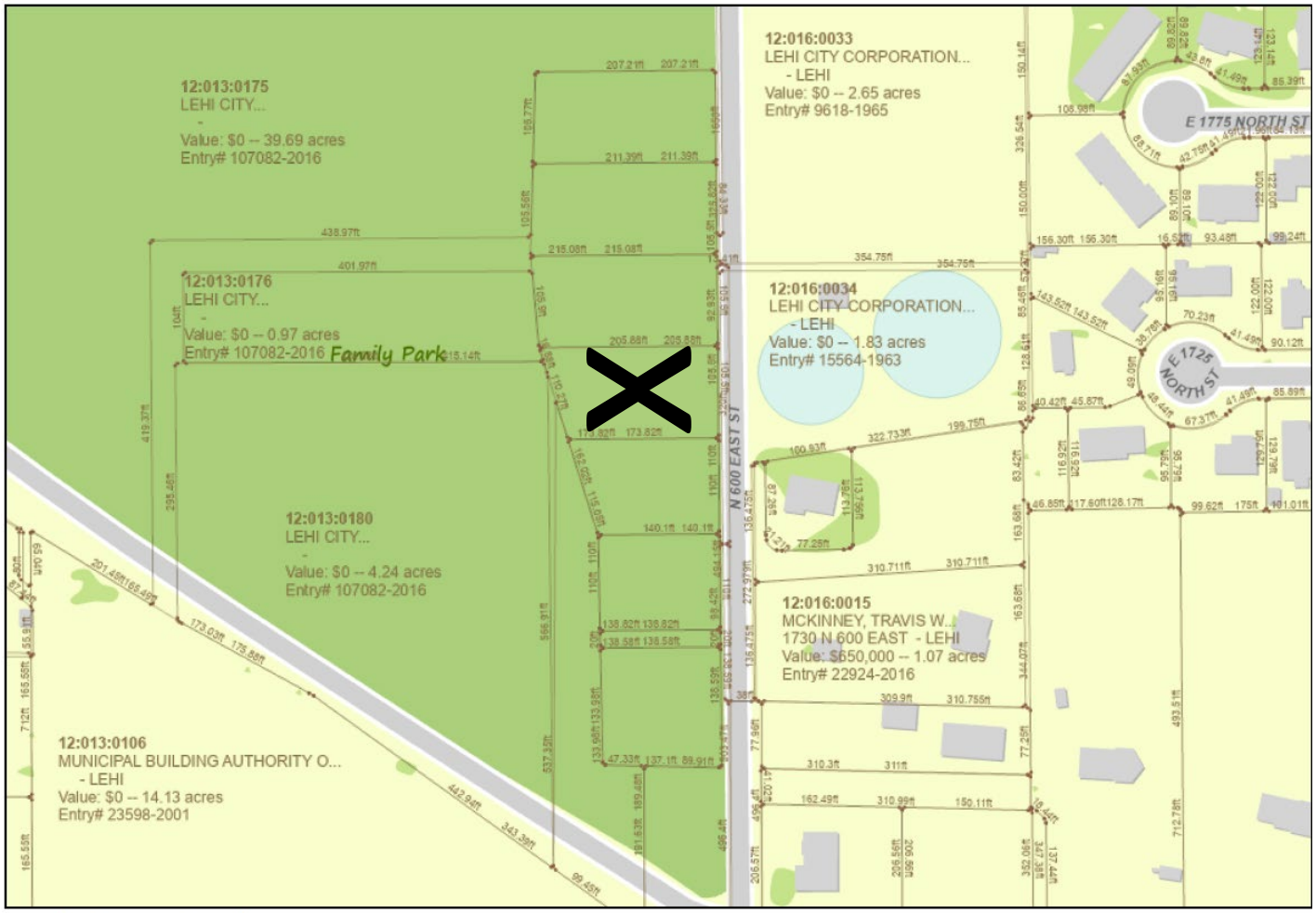
All Proposals and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the Response should be so indicated. However, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored.

A. All applicable State of Utah and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent and the purchase of the Property throughout and are incorporated herein. The contract with the Prospective Purchaser, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the contract, shall be interpreted in all respects in accordance with the laws of the State of Utah.

B. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears or delinquent to the City with respect to any debt or taxes, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City. If requested, the Respondent shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

C. From the date the City receives a Respondent's Proposal through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions, or other changes in the configuration of Respondent's proposal or members of Respondent's team.

Appendix A-1
Parcel Description



Utah County Parcel Map

Family Park Estates

1 inch equals 188.1 feet

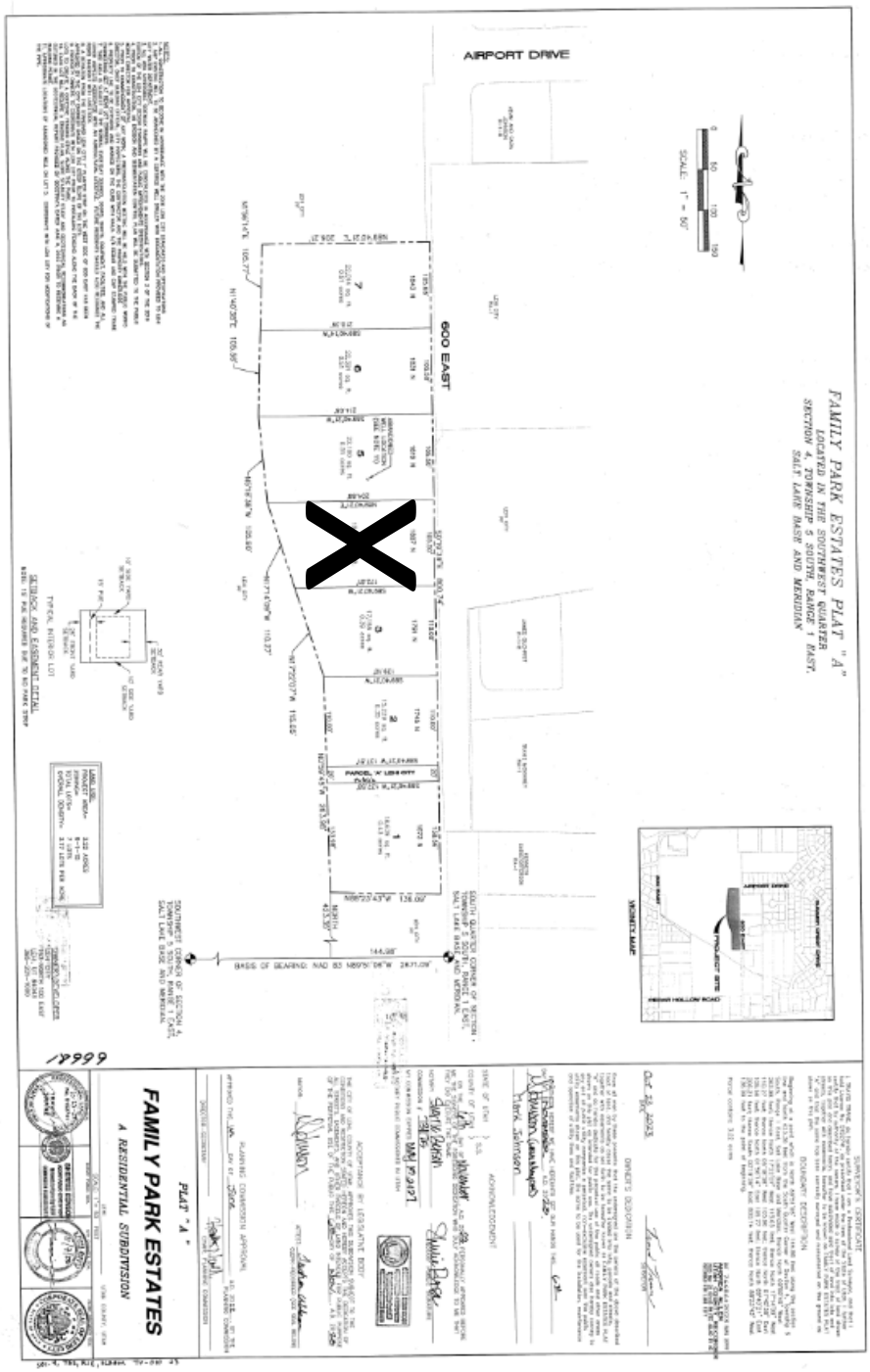
Date: 12/6/2023

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

N W E S

Utah County
HEART of UTAH

Apendix A-2
Parcel Map



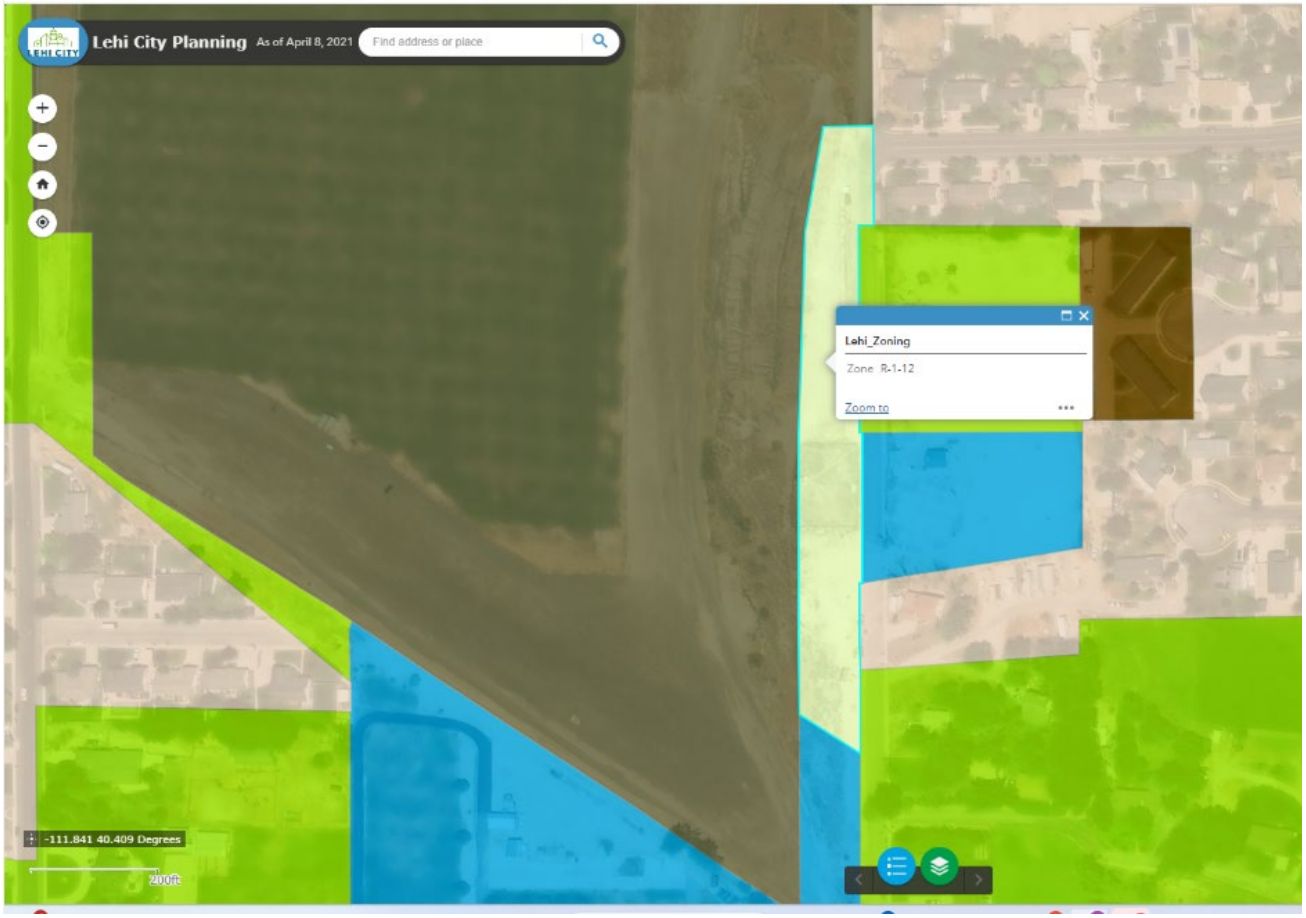
Appendix A-3
Lehi City
Ordinance

TABLE 05-030-A
TABLE OF USES – AGRICULTURE AND RESIDENTIAL DISTRICTS
(Amended 10/10/00; 3/27/01; 04/09/02; 07/09/02; 11/18/03; 09/25/07; 09/09/08; 12/09/08; 04/27/10; 12/14/10; 05/22/12; 11/13/12; 02/24/15; 01/26/16; 05/24/16; 09/13/16; 01/16/18; 09/25/18; 01/22/19; 03/31/20; 01/10/23; 02/28/23; 09/19/23)

USE	DISTRICT											
	TH-5	A-5	A-1	RA-1	R-1-22	R-1-15	R-1-12	R-1-10	R-1-8/ R-1-Flex	R-2	R-2.5	R-3
RESIDENTIAL DWELLING TYPES												
Single-Family Dwelling	P[1]	P	P	P	P	P	P	P	P	P	P	P
Twin Home										P	P	P
Two-Family Dwelling (Duplex)										P	P	P
Three-Family Dwelling										P	P	P
Four-Family Dwelling										P	P	P
Internal Accessory Dwelling Unit (see Sec. 26.030)	P[1]	P	P	P	P	P	P	P	P	P	P	P
Detached Accessory Dwelling Unit [>22,000 square foot lot; See Sec. 26.040]	P[1,4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]	P[4]
Group Homes	P[1]	P	P	P	P	P	P	P	P	P	P	P
Modular Home	P[1]	P	P	P	P	P	P	P	P	P	P	P
Multi-Family Dwellings [>4 dwelling units]										P	P	P
Townhouses/Condominiums [See Sec.37.040]										P	P	P

Appendix A-4

Zoning Map



Appendix A-5

Real Estate Purchase Agreement

Utah Association of REALTORS®

EQUAL HOUSING OPPORTUNITY

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this _____ day of _____, 20____ ("Offer Reference Date") _____ ("Buyer") offers to purchase from _____ ("Seller") the Property described below and ☐ **delivers to the Buyer's Brokerage with this offer, or** ☐ **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $_____ in the form of _____. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage _____ Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY:
also described as: _____
City of _____ County of _____, State of Utah, Zip _____ (the "Property").
Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) _____

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

---

2. PURCHASE PRICE. The Purchase Price for the Property is $ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$_____	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
$_____	**(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
$_____	**(c) Seller Financing** (see attached Seller Financing Addendum)
$_____	**(d) Balance of Purchase Price in Cash at Settlement**
$_____	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)**_____

_____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☐ **Upon Closing**; ☐ _____**Hours after Closing;** ☐ ____**Calendar Days after Closing;** ☐ **Other (explain)**_____

_____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent _____, represents ☐ **Seller** ☐ **both Buyer and Seller as a Limited Agent;**
Seller's Brokerage_____, represents ☐ **Seller** ☐ **both Buyer and Seller as a Limited Agent;**
Buyer's Agent _____, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent;**
Buyer's Brokerage_____, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[☐ IS [☐ IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ **IS** ☐ **IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[☐] WILL [☐] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[☐] ARE [☐] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[☐] Addendum No.** _____
[☐] Seller Financing Addendum [☐] Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[☐] SHALL [☐] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline _____ (Date)
(b) Due Diligence Deadline _____ (Date)
(c) Financing & Appraisal Deadline _____ (Date)
(d) Settlement Deadline _____ (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: _____ **[☐] AM [☐] PM** Mountain Time on _____ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date)	(Buyer's Signature) (Offer Date)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time)	(Seller's Signature) (Date) (Time)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

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Appendix 1
Proposal Submittal Form

PROPERTY ACQUISITION FAMILY PARK

ESTATES PROPOSAL FORM

Name of Purchaser:

Name and Address of ALL Principal Investors or Owners (You may include an attachment if more space is needed):

Name Address

Type of Entity: (Circle or highlight)

1. Individual
2. Partnership
3. Corporation

Proposed Purchase Price:

Number: $

Written Form:

Included Attachments:

a. Additional information as needed.

I affirm that I have read this RFP, inspected the property, and understand the goal of Lehi City to select the project that best meets the City's expectations. By signing this you agree to all the terms and conditions set forth in this RFP.

Name: Date:

Title:

Appendix 2
Soils Report (Sent as Attachment)

Appendix 3
Construction Drawings (Sent as Attachment)

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-76 approving a change order for the Fiber Network Project.

Suggested Action:

Attachments:

Resolution-Change Order Approval (Fiber Network).docx

Lehi City Change Order 004 Traverse Mtn Addition complete with exhibits.pdf

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A CHANGE ORDER FOR THE LEHI CITY FIBER NETWORK PROJECT

WHEREAS, the City is currently constructing a fiber to the home project under the terms of the Design and Construction Agreement with Strata Networks; and

WHEREAS, the City desires to expand the scope of the build-out beyond what was originally contemplated; and

WHEREAS, expanding the scope of the build-out of the project will increase the cost of the original contract price for project;

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve Change Order #4 to the Design and Construction Agreement with Strata Networks; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. Change Order #4 attached as Exhibit "A" is hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

11-28-2023

RE: Change Order 004 Lehi City Fiber Project

This change order is per the request from the City of Lehi for Traverse Mtn Option Addition

Cost for this Change Order:	$1,423,328.00
Additional Days Requested:	70 Calander days.

Sincerely

Bruce Manwaring

CHANGE ORDER NO: 004

This Change Order is issued in accordance to section 9.0 of the Design and Construction Agreement ("Construction Agreement") executed on 5th day of May of 2022, between the City of Lehi, a Utah municipal corporation ("City") and Uintah Basin Electronic Telecommunications, L.L.C., dba Strata Networks, a Utah limited liability company ("Contractor").

City Project Manager:	Shaye Ruitenbeek
Contractor:	Strata Networks
Project:	Lehi City Municipal Fiber Construction

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

Description:

Traverse Mtn Option Addition.

Attachments:

Lehi City Change Order 004-SOW, Lehi City Change Order 004-Map Traverse Mtn Addition Exhibit

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 68,111,536.00	Original Contract Times: Final Completion: May 17, 2025
Increase from previously approved Change Orders No. 2 to No. **003**: $ 38,420.98	**No Change** from previously approved Change Orders No.1 to No. 003: Final Completion: May 17, 2025
Contract Price prior to this Change Order: $ 68,149,956.98	Contract Times prior to this Change Order: Final Completion: May 17, 2025
Increase this Change Order: $ 1,423,328.00	**Additional Days** requested for this Change Order: 7**0 Calander Days.** Final Completion: July 26, 2025
Contract Price incorporating this Change Order: $ 69,573,284.98	Contract Times with all approved Change Orders: Final Completion: July 26, 2025

Authorized by Lehi City	Authorized by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____

Lehi Fiber Traverse Mountain Addition

November 28, 2023

1.0 Project Scope of Work Overview

Traverse Mountain addition will provide fiber to approximately 466 total locations. Approximately 461 of the locations being residential and the remainder 5 being businesses. The project will consist of upgrading conduits, adding a backbone feeder, and upgrading FDH feeder fiber from shelter number 3 to intersection of Canyon Hills Road and Traverse Terrace Drive. A new backbone feeder fiber will be placed from shelter number 3 to the Lehi Fire Station 83 located at 3870 Traverse Blvd. There will not be any additional shelters placed or installed as part of this project. All customers are intended to be served by new PON equipment located inside shelter number 3. The project will have approximately 1 new Fiber Distribution Hub (FDH) cabinet along with increasing the size of FDH Cabinet 33 and accompanying feeder fiber located within the project area. We estimate the following construction methodologies and breakdowns will be utilized to build the Traverse Mtn Option project: 75% Utilizing existing Lehi Conduit, 15% Micro-trenching, and 10% Directional Boring. The attached Exhibit for the project indicates the project area and approximated new Backbone fiber route. Lehi City locations not directly along the backbone feeder route are intended to be served with distribution fiber.

2.0 Project Costs

The project cost estimate is based on a 45% business and 45% residential take rate. Below are project cost breakdowns for the above detailed scope of work.

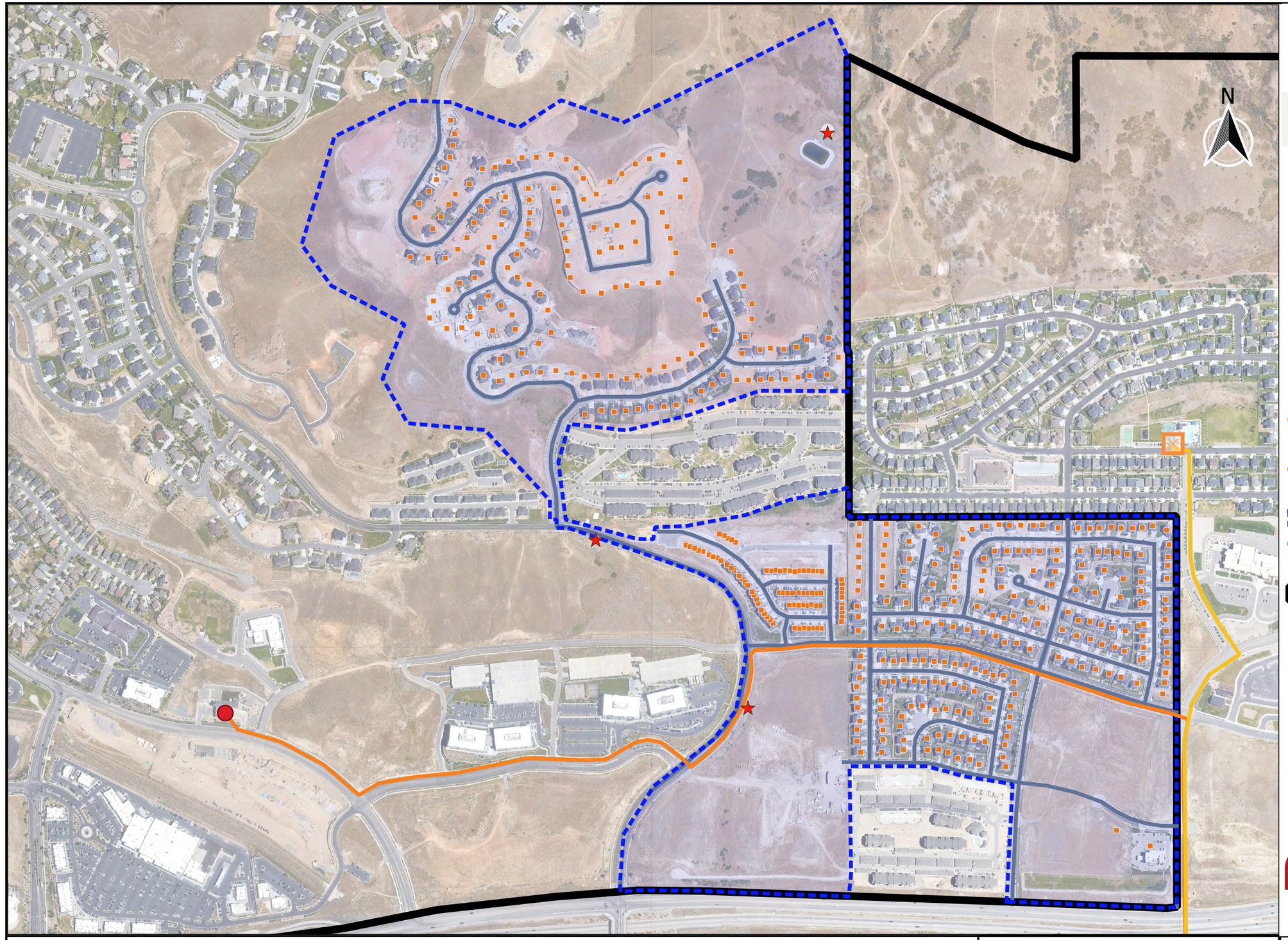
Traverse Mountain addition Cost/Location	$3,054.35
Total Traverse Mountain Locations	466
Traverse Mountain addition Total Project Cost	$1,423,328.00

3.0 Project Build Schedule

To accomplish the completion of the Traverse Mountain addition we propose a project duration of 2.5-months for substantial completion. The project completion duration assumes that the project is approved and will begin during or shortly after the completion of the current Lehi Fiber Design and Construction Project. If the Traverse Mountain addition project is intended to begin later than 3 months after the completion of the Lehi Fiber Project, the 2.5-month project duration is susceptible to a duration increase.

4.0 Conclusion

The Traverse Mountain addition will be under the same conditions of the Lehi Fiber Project MSA, Design and Construction, and Network Operations Agreements. A formalized change order will be required to complete all conditions of the project. An extension of project time and an increase of cost for the Lehi Fiber project will be required to complete the project. The cost and build schedule amounts are valid for 2 months from the submittal date.



LEHI CITY

LEGEND

- Existing Cabinet 33
- Existing Network Backbone Fiber
- Lehi Fire Station 83
- New Network Backbone Fiber
- Lehi City Owned Locations
- Traverse Mountain Addition
- Roads
- Addresses [462]
- Lehi City Project Boundary

strata NETWORKS

TITLE: LEHI CITY - TRAVERSE MOUNTAIN ADDITION EXHIBIT	DATE: 11/28/2023	SHEET #: 1 OF 1

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-77 approving an agreement with Metal Arts Foundry for the installation of historical marker signs in Lehi City.

Suggested Action:

Attachments:

Resolution-Approval of Historical Marker Signs Agreement (Metal Arts Foundry).docx

Lehi Marker Contract signed by MAF.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH METAL ARTS FOUNDRY INC. FOR THE INSTALLATION OF HISTORICAL MARKER SIGNS

WHEREAS, City desires to contract for the installation of historical marker signs; and

WHEREAS, the City issued a request for bids for the project and selected Metal Arts Foundry Inc. as the lowest responsive and responsible bidder; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with Metal Arts Foundry Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement between Lehi City and Metal Arts Foundry Inc. attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR HISTORICAL MARKER SIGNS

THIS AGREEMENT FOR HISTORICAL MARKER SIGNS ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Metal Arts Foundry Corporation, whose principal place of business is located at 790 W. State Rd., Lehi, Utah 84043 ("Contractor").

WHEREAS, City desires to contract for the installation of historical marker signs in Lehi City (the "Work"); and

WHEREAS, City issued a bid and Contractor submitted a proposal which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work.** City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in the City's Historical Marker Specifications bid and Contractor's Proposal for Historical Marker Production dated September 7, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term.** The Work shall commence on the Effective Date and shall be completed no later than June 30, 2027.

3. **Payment.** The total price for the Work is $90,000. for the Work. City shall make payments within 30 days of receipt of an invoice from Contractor and verification that the invoiced work has been completed.

4. **Changes in Performance.** All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the

Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 [for multi-year contracts] If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation

of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes.**

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance.**

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Storage of Historical Marker Signs.** Contractor agrees to store completed signs without charge until requested to be installed by the City.

10. **Representations and Warranties.**

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of

Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. **Confidentiality.** The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority.** Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:
Lehi City Corporation
Attn: Jason Bond
153 N 100 E
Lehi, Utah 84043

To Contractor:
Metal Arts Foundry
Attn: Kevin Maag
790 W State Rd
Lehi, Utah 84043

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. **Non-Waiver.** No failure to exercise and no delay in exercising any right,

remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement

Dated the 13 day of November, 2023.

Metal Arts Foundry Corporation

Brett Wright
By:
Its: Vice-president.

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 13 day of November, 2023, personally appeared before me Brett Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Vice President of Metal Arts Foundry Corporation and that said document was signed by him/her in behalf of said Metal Arts Foundry Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Board of Directors and said representative acknowledged to me that said Company executed the same.

Witness my hand and official seal.

(notary signature)

KATHERINE FLYNN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 712952
COMM. EXP. 07-07-2024

Dated the 13 day of November, 2023.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

Historical Marker Specifications

We need a bid for 36 historical markers that will meet the following marker and post collar specifications.

Markers must:

- Be created by foundry and look similar to the one in *Figures 1 and 2*.
- Be aluminum cast.
- Be approximately 27" wide x 41" tall with a text field of 23" x 29".
- Be double-sided with the same information on both sides.
- Accommodate 1" lettering, allowing for approximately 378 characters.
- Be painted in two colors (one for the marker and one for the lettering).
- Secure to poles by means of a post collar with the following specifications (see *Figure 3* for example):
    - Be a minimum of ¼" thick.
    - Be able to slide over a 3" outside diameter round post.
        - We will be using a 2-7/8" outside diameter post to allow for a little extra room so it isn't snug fit.
    - Be able to slide over the post a minimum of 4".
    - Have 6 holes drilled and tapped for a 3/8-16 set screw.
        - Holes need to be drilled evenly around the collar.
        - Holes must be 1" from the bottom of the collar.

***Figure 4* is a detailed schematic of a historical marker from another municipality. This schematic can be used as a reference but should NOT necessarily be used as final dimensions for these signs.

Timeline:

As we are unfamiliar with the process of creating aluminum cast signs, our intention in this section is to describe our ideal timeline for this project. In your bid submittal, please describe if you can meet the terms of this timeline as described or how you plan to deviate from the timeline as described.

- Project begins as soon as the successful bidder enters into a contract with the city and ends June 30, 2027
- We want the first completed sign no later than April 30, 2024.
- Due to storage issues and the ability of staff to install the signs, we do not want the signs created all at once.
- Ideally, we would like 9 to 12 signs per year: approximately 1 sign per month with the final sign being delivered/picked up no later than June 30, 2027.

Bid Submittal:

Please submit the following items as your bid submittal. Please note that the successful organization will enter into a binding agreement with the city based on your submittal.

- Cost per sign:
- Total Cost of the Project:
- Your ability to meet the timeline as described or how you will deviate from the timeline.

Figure 1: Here is the effect we are going for.

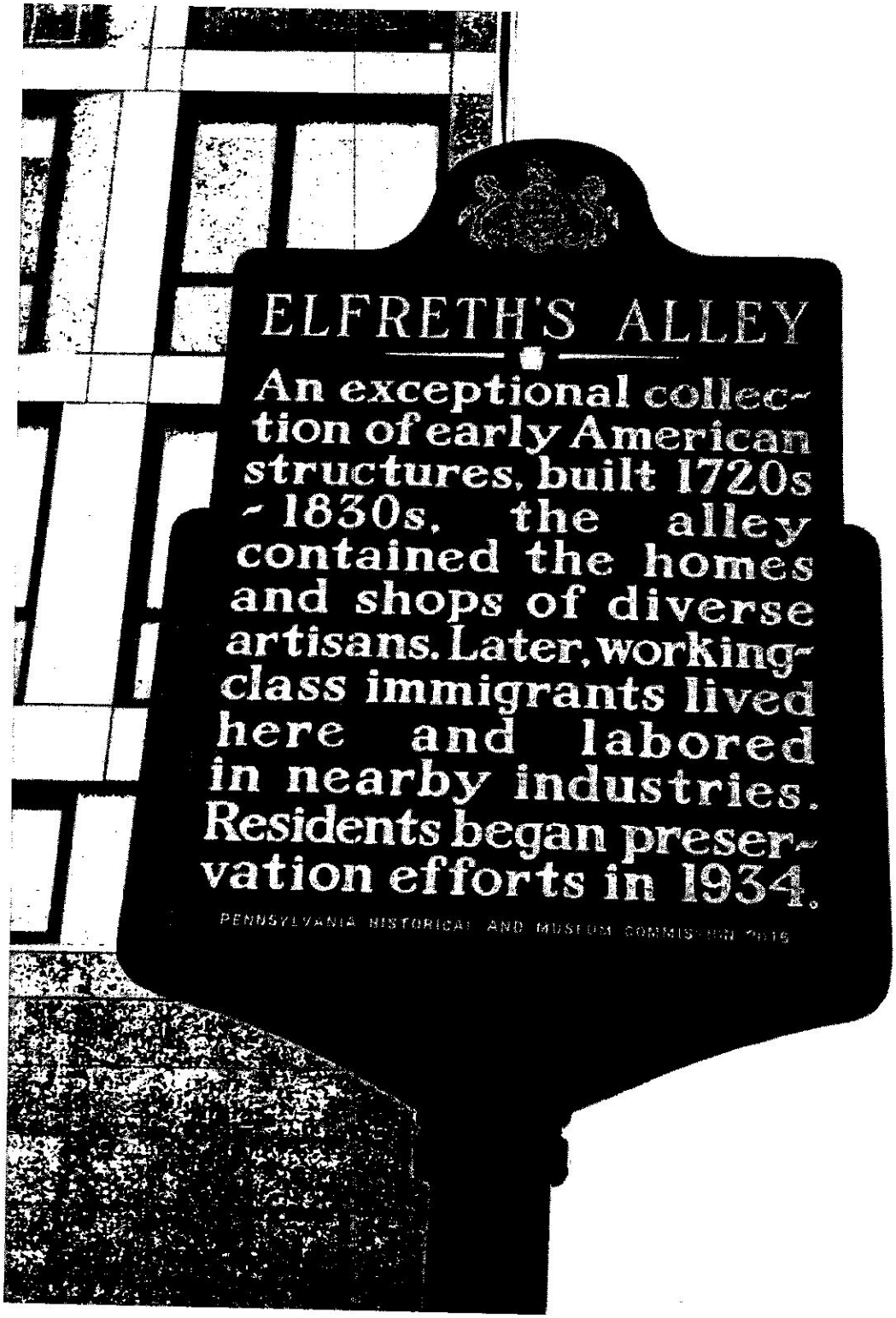


Figure 2: Here is the final design for our sign.

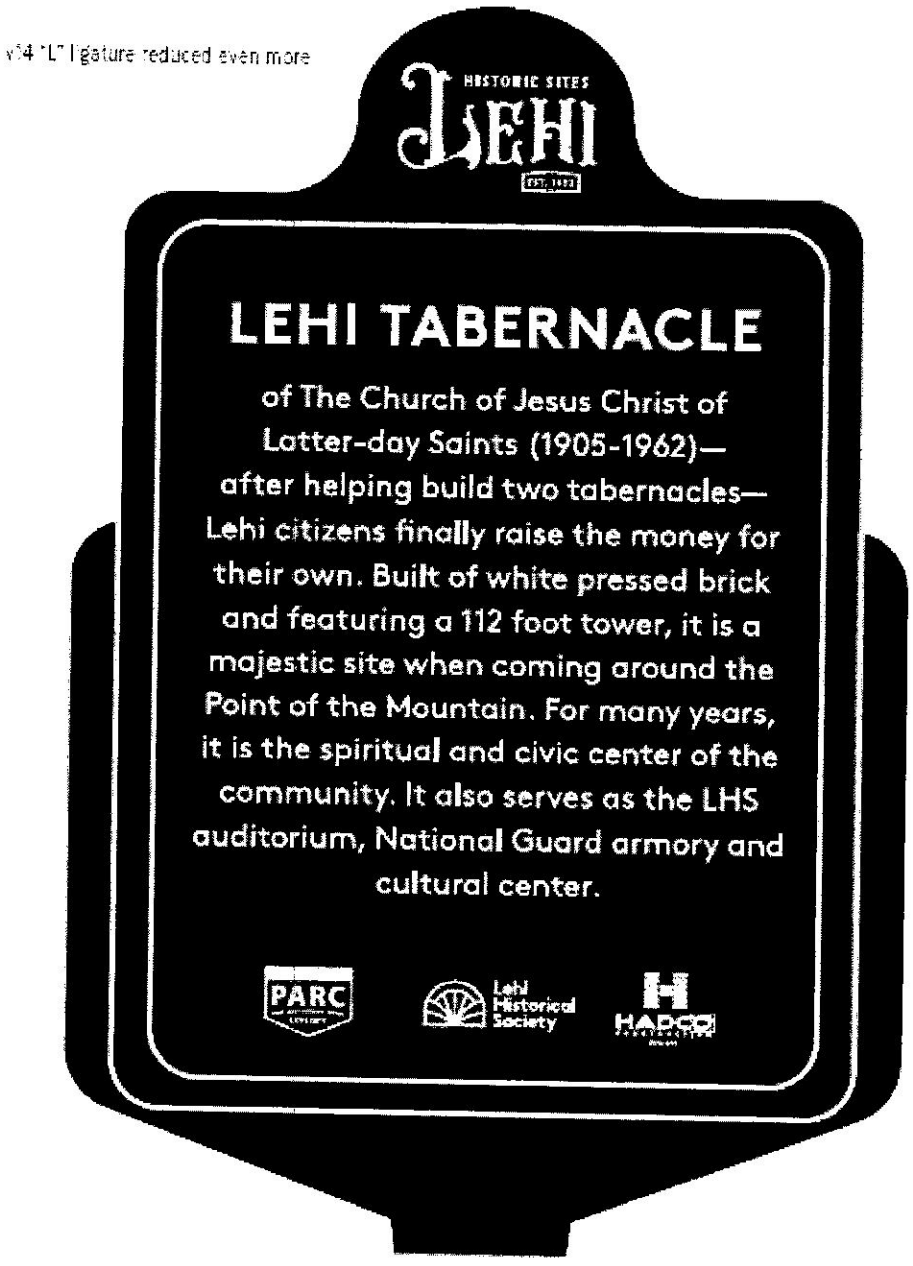


Figure 3:

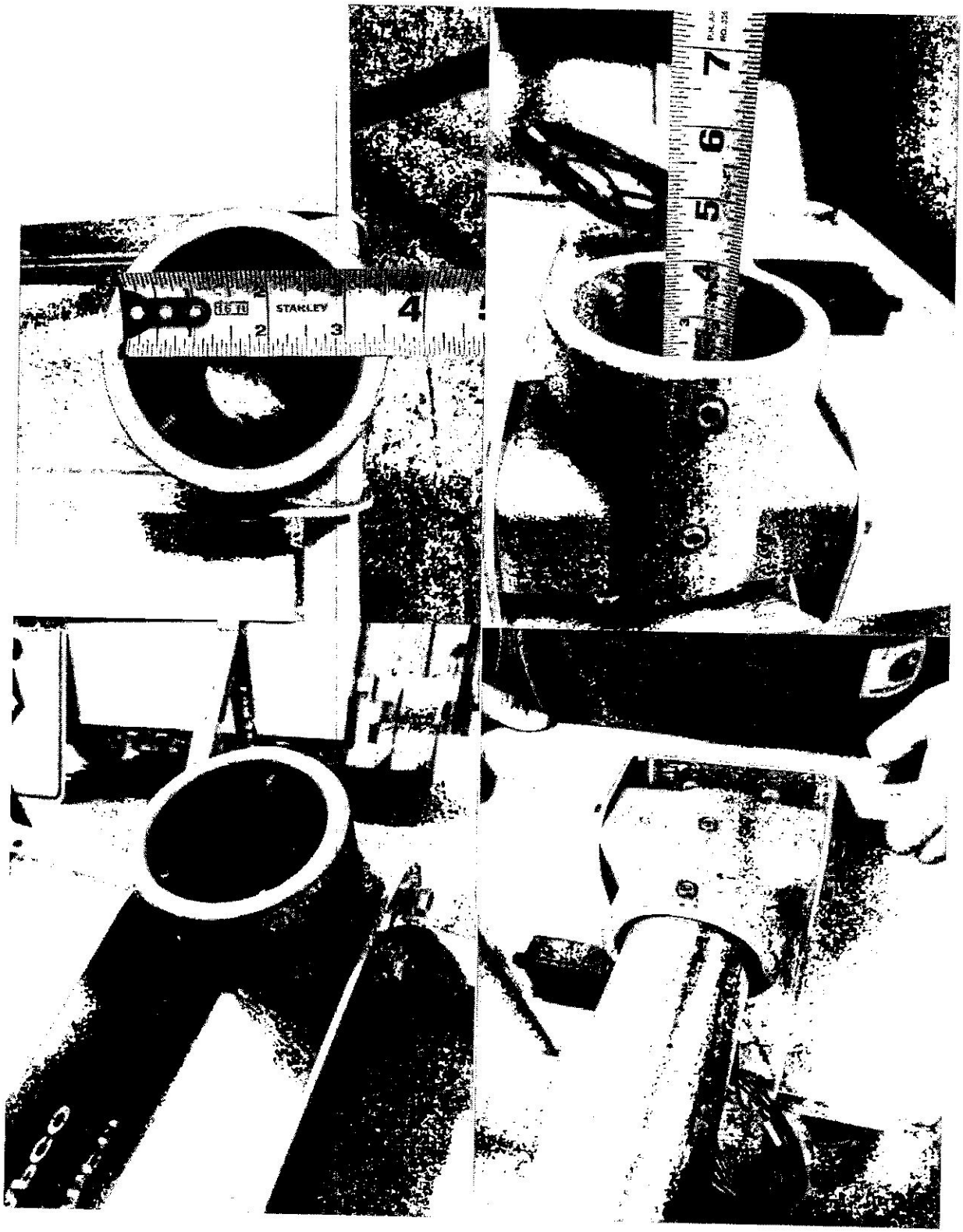
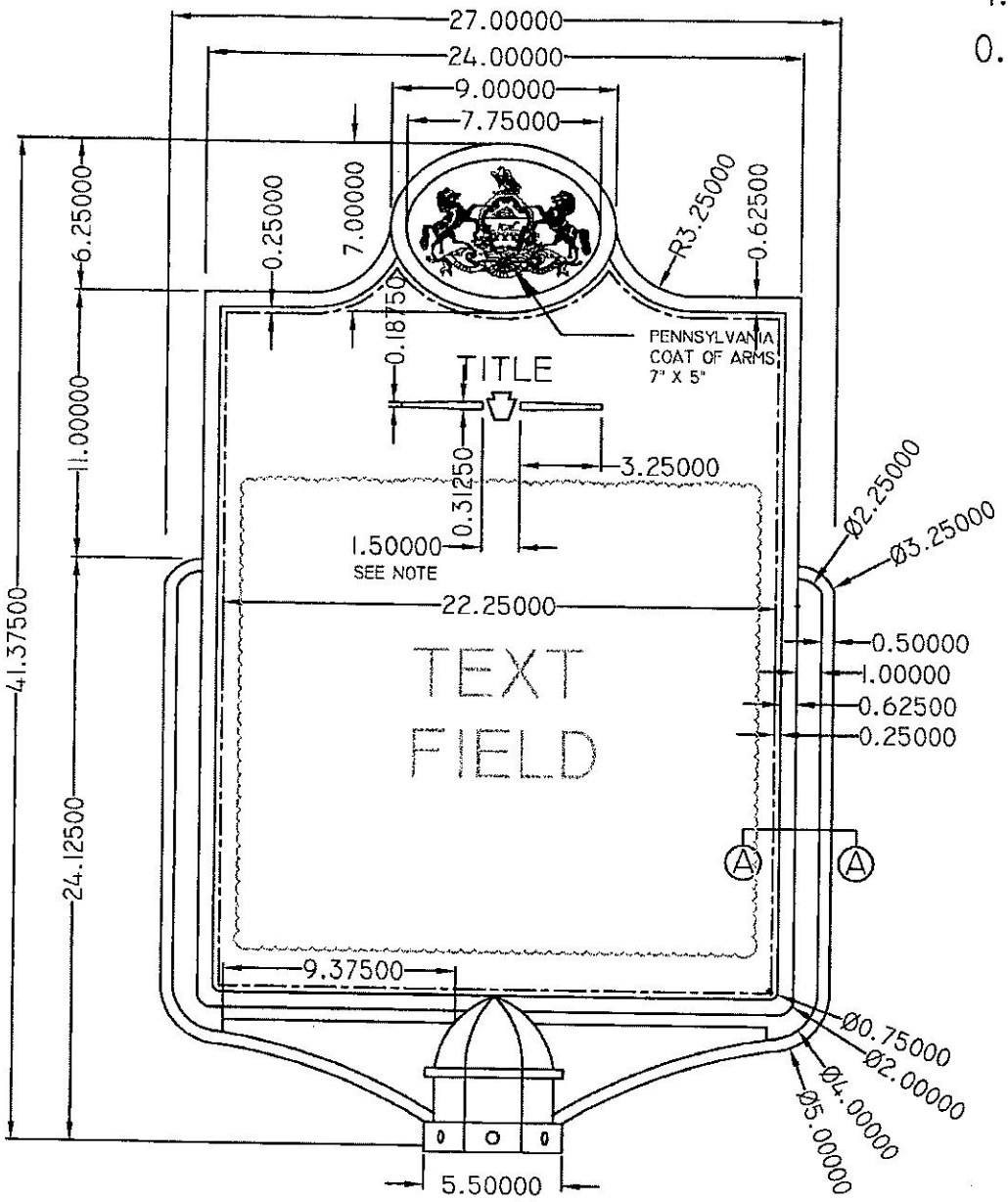
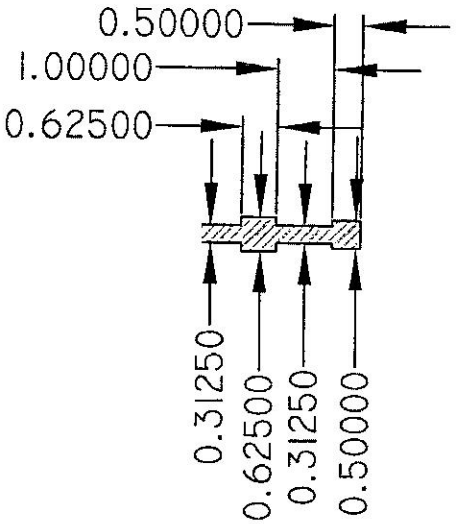


Figure 4:



FRONT VIEW
SCALE: 1.5" = 1.0'

KEY:
Ø = DIAMETER

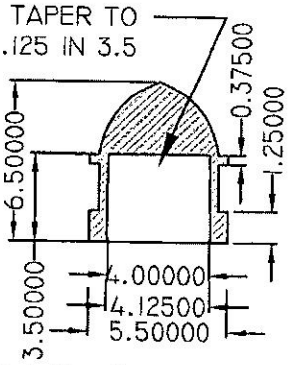


SECTION A-A
SCALE: NOT TO SCALE

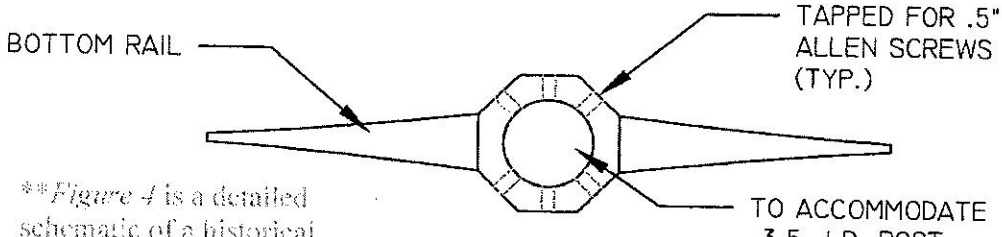
NOTE:

THE SIZE OF THE KEYSTONE AND BARS WILL VARY ACCORDING TO THE SPACE AVAILABLE BETWEEN THE MARKER TITLE AND THE TEXT.

THE SPACES BETWEEN THE KEYSTONE AND BARS WILL BE DETERMINED BY RESULTING PROPORTION VARYING BETWEEN .25" AND .50".



CAP SECTION
SCALE: 1.5" = 1.0'



BOTTOM VIEW
SCALE: 1.5" = 1.0'

***Figure 4* is a detailed schematic of a historical marker from another municipality. This schematic can be used as a reference but should NOT necessarily be used as final dimensions for these signs.

COMMONWEALTH OF PENNSYLVANIA HARRISBURG, PENNSYLVANIA	
PENNSYLVANIA HISTORICAL MARKER CITY TYPE MARKER	
ALL DIMENSIONS IN INCHES	SHEET NO. 2 OF 3 257

METAL ARTS FOUNDRY
790 W. State Rd. Lehi, UT 84043
ph. 801.768.4442 fax. 801.768.4443 email. melissa@mtlarts.com

September 7, 2023

Lara Bangerter; Jason Bond
Lehi Historical Society; Lehi City
153 N. 100 E. Lehi, UT 84043

Proposal for Historical Marker Production

Dear Lara and Jason

I am writing on behalf of Metal Arts Foundry to present our proposal for the production and supply of 36 historical markers in accordance with the specifications outlined in your request. We appreciate the opportunity to be considered for this project and are committed to delivering high-quality, aluminum cast markers that match your requirements.

I. Proposal Details:

1. **Cast Plaques:**

- Our proposal is to manufacture and supply 36 historical markers that closely resemble the markers shown in Figures 1 and 2.
- These markers will be created using cast aluminum, ensuring their durability and longevity.
- Each marker will measure approximately 27" wide x 41" tall, with a text field of 23" x 29".
- They will be double-sided, featuring identical information on both sides.
- The markers will accommodate 1" lettering, allowing for approximately 378 characters.
- We will paint each marker in two colors, one for the marker background and one for the lettering.

2. **Post Collar Specifications:**

- We will provide post collars that meet the following specifications:
  - Minimum thickness of ¼".
  - Designed to slide over a 2-7/8" outside diameter round post, allowing for a comfortable fit.
  - Able to slide over the post a minimum of 4".
  - Equipped with 6 evenly spaced holes, each drilled and tapped for a 3/8-16 set screw.
  - Holes will be situated 1" from the bottom of the collar.

II. Timeline:

We understand the importance of adhering to your project timeline. Here's how we plan to meet your timeline:

- The project will commence immediately upon the signing of a contract with the city and will conclude on June 30, 2027.
- Our commitment is to deliver the first completed historical marker no later than April 30, 2024.
- To address storage concerns and installation logistics, we propose manufacturing 9 to 12 signs per year, aiming for approximately 1 sign per month. The final sign will be delivered or picked up by June 30, 2027.

3. Bid Submittal:

As requested, please find the following bid submittal details:

- Cost per sign: $2,500 per sign.
- Total Cost of the Project: $90,000 (36 markers at $2,500 each).
- Regarding the timeline, we are fully committed to meeting the specified deadlines and will work closely with your team to ensure timely deliveries.

We are excited about the opportunity to work on this project and contribute to preserving historical landmarks in our community. Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Jared Neves
Graphic Designer
Metal Arts Foundry
790 W. State Rd.
Lehi, UT 84043
801-768-4442
Jared@mtlarts.com

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-78 authorizing a tax certificate and agreement for UAMPS' Payson Power Project for prepaid natural gas.

Suggested Action:

Attachments:

Lehi Participant Resolution for Prepaid Gas.pdf

A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT FOR UAMPS' PAYSON POWER PROJECT; AND RELATED MATTERS.

*** *** ***

WHEREAS, Lehi City, Utah (the *"Participant"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) and is a Participant in the Payson Power Project (the *"Project"*) under the Payson Power Project Power Sales Contract dated as of June 1, 2002, as supplemented (the *"Power Sales Contract"*) between the Participant and UAMPS;*

WHEREAS, the Participant has been advised that UAMPS proposes to enter into a Commodity Supply Contract (the *"Supply Contract"*) with Southeast Energy Authority, a Cooperative District (*"SEA"*) to purchase a portion of the natural gas necessary for the operation of the Project at price that reflects a discount from the current contract price of natural gas for the Project being paid by UAMPS, and that the savings from such discount will be applied by UAMPS for the benefit of the Participant and the other Participants in the Project based on their respective Entitlement Shares;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the natural gas that it sells to UAMPS under the Supply Contract (the *"Prepay Bonds"*) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the *"Code"*); and

WHEREAS, the Participant acknowledges that its use of the electricity it purchases from its Entitlement Share under the Power Sales Contract will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI CITY, UTAH, AS FOLLOWS:

Section 1. Approval of Tax Certificate and Agreement. The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

Section 2. Authorized Officers; Final Changes and Dating. The Participant's Representative and Alternate Representative to UAMPS (the *"Authorized Officers"*) are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated

* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contracts and the Tax Certificate and Agreement.

authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby be authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

Section 3. Other Actions With Respect to the Tax Certificate and Agreement. The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

Section 4. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 5. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Lehi City, Utah, this day, _____.

LEHI CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

_____
City Recorder

EXHIBIT A

TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the *"Supply Contract"*) between Southeast Energy Authority, a Cooperative District (*"SEA"*) and Utah Associated Municipal Power Systems (*"UAMPS"*).

WHEREAS, _____ (the *"Participant"*) is a member of UAMPS and has entered into the Payson Power Project Power Sales Contract dated as of _____[1] (the *"Power Sales Contract"*) with UAMPS;

WHEREAS, the Participant understands that UAMPS has entered into the Supply Contract to obtain a supply of natural gas for use as fuel in the operation of the Payson Power Project, and that UAMPS will sell a portion of the electricity generated with such natural gas to the Participant in accordance with its Entitlement Share under (and as such term is defined in) the Power Sales Contract;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the natural gas that it sells to UAMPS under the Supply Contract (the *"Prepay Bonds"*) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the *"Code"*); and

WHEREAS, the Participant acknowledges that its use of the electricity it purchases from its Entitlement Share under the Power Sales Contract is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of _____,[2] and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the *"System"*).

2. The Participant will (a) use all of the electricity it acquires from its Entitlement Share under the Power Sales Contract in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of such electricity, (c) not take or omit to take any action which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status

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1 (a) "June 1, 2002" for Fairview, Monroe, Mt. Pleasant, Payson and Springville, (b) "June 1, 2002, as supplemented" for Ephraim, Hurricane, Hyrum, Kaysville, Lehi, Logan, Santa Clara, Spring City, SESD and Washington, and (c) "December 1, 2009" for TDPUD.

2 Utah for all Participants, except California for TDPUD.

of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. *"Qualified Use"* means the sale of electricity to retail customers located within the "electricity service area" of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) "Qualified Use" shall not include any sale of electricity that gives rise to "private business use" or a "private loan" within the meaning of Section 141 of the Code; and (b) "Qualified Use" shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) "electricity service area" has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a "municipal utility" is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant's electricity service area has equaled or exceeded the amount of electricity attributable to its Entitlement Share under the Power Sales Contract (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. References to the "Bonds" in Section 17(c) [Sale or Assignment of Electric System or Power Sales Contract] and Section 17(f) [Tax Status] of the Power Sales Contract shall be deemed to include the Prepay Bonds at all times while the Supply Contract is in effect.

6. The Participant expects to make the required payments under the Power Sales Contract solely from the current revenues of the System.

Dated: _____, 2024.

[NAME OF PARTICIPANT]

By: _____
[Name]
[Title]

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-79 approving two agreements between Lehi City and Nolan & Son Construction for the installation of pressurized irrigation main and construction of a box culvert.

Suggested Action:

Attachments:

Resolution-Approval of Agreements with Nolan and Son Construction.docx

300 West agreement.pdf

600 North box culvert agreement.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING TWO AGREEMENTS WITH NOLAN AND SON CONSTRUCTION INC. FOR 1) THE 300 WEST PI MAINLINE REPLACEMENT AND 2) THE CONTRUCTION OF A BOX CULVERT IN THE DRY CREEK CHANNEL

WHEREAS, City desires to contract for the replacement of the 300 West PI mainline and the construction of a box culvert in the Dry Creek Channel; and

WHEREAS, the City issued a request for bids for the projects and selected Nolan and Son Construction Inc. as the lowest responsive and responsible bidder for both projects; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve agreements with Noland and Son Construction Inc. for the replacement of the 300 West PI mainline and the construction of a box culvert in the Dry Creek Channel; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The agreements between Lehi City and Noland and Son Construction Inc. attached hereto as Exhibit "A" are hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR 300 WEST PI MAINLINE REPLACEMENT

THIS AGREEMENT FOR THE 300 West PI mainline replacement ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Noland and Son Construction Inc, whose principal place of business is located at 1350 West 7900 South West Jordan Utah 84088 ("Contractor").

WHEREAS, City desires to contract for the Installation of approximately 570' of 8" PVC Pressurized irrigation main and 105' of 36" RCP pipe in 300 West from 800 North to 900 North as well as all fittings, valves and service saddles as shown on the construction plans from EDM Partners dated February 2023. (the "Work"); and

WHEREAS, City issued RFP 2023-22 and Contractor submitted a Response to RFP 2023-22 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-22 and Contractor's Response to RFB 2023-22 dated November 7, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than April 1, 2024.

3. **Payment**. City shall pay One Hundred Ninety-One Thousand Four Hundred Eighty Five Dollars and Zero Cents ($191,485.00). Payments shall be made with monthly progress billing and shall be paid in full within 30 days of completion of the project.

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance**. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the

Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be

relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes**.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Performance and Warranty Bonds or Letters of Credit.**

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. **Confidentiality.** The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority**. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Noland and Son Construction
Attn: Greg Allred	Attn: Tony Treasure
2538 North 300 West	1350 West 7900 South
Lehi, Utah 84043	West Jordan, Utah 84088

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the

subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____day of _____, 2023.

Noland and Son Construction Inc.

_____

By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____of Noland and Son Construction Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Directors and said_____acknowledged to me that said Corporation executed the same. Witness my hand and official seal.

_____
(notary signature)

Dated the _____day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFB, each proponent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*. ("GRAMA"), as the same may be amended from time to time. If a proponent desires to have specific information contained in its proposal protected from public disclosure, the proponent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFB pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing 300 West Pressurized Irrigation Replacement RFB (RFB No. 2023-22). The proposal that has been submitted herewith complies with the requirements of said RFB and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFB, the undersigned agrees to complete all required work as described in this RFB according to the terms and conditions described herein.

Please complete this form and return no later than the RFB deadline, as indicated on the cover page.

Company NOLAND & SON CONSTRUCTION

By KATHLEEN NOLAND DOTSON

Title PRESIDENT

Signature [signature]

Address 1350 W. 7900 SOUTH
W. JORDAN, UT 84088

Phone 801.566.7219

Email kathleen@nolandconstruction.com

Date 7 NOV, 2023

Bid Schedule
300 West PI Main Replacement

Item No.	Description	Est. Quantity	Units	Unit Price	Total
1	Mobilization	1	L/S	$8,000.00	$8,000.00
2	Traffic Control	1	L/S	$6,575.00	$6,575.00
3	Material testing	1	L/S	$2,985.00	$2,985.00
4	Survey	1	L/S	$2,795.00	$2,795.00
5	Removal of existing 6" cast iron main with installation of new 8" purple C-900 PVC in same trench	570	LF	$66.00	$37,620.00
6	Install 8" gate valve	7	L/S	$3,155.00	$22,085.00
7	Install 8" tee, 8" cross, and all reducers	7	L/S	$840.00	$5,880.00
8	Reconnection existing PI service laterals to new main with double strap brass saddle and 1" corp stop.	6	L/S	$860.00	$5,160.00
9	Replace any galvanized service lateral piping with 1" IPS Puple Poly	1	per foot	$52.00	$52.00
10	Remove old ditch piping Install 36" RCP with flared end sections and RIP RAP (pipe provided by Lehi City, gaskets and flared end sections provided by contractor)	105	LF	$272.00	$28,560.00
11	SD strucutres (5'x5' box and curb inlet)	2	EA	$6,780.00	$13,560.00
12	Saw cut and removal of existing asphalt	1	L/S	$4,000.00	$4,000.00
13	1" gravel for SD pipe bedding	120	CY	$51.00	$6,120.00
14	Bedding sand	127	CY	$29.00	$3,683.00
15	Trench Import	325	CY	$34.00	$11,050.00
16	Road Base 6" thick	95	CY	$38.00	$3,610.00
17	Replace asphalt 3"	5000	SF	$5.95	$29,750.00
				Grand Total	$191,485.00

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

AGREEMENT FOR 600 NORTH DRY CREEK BOX CULVERT

THIS AGREEMENT FOR THE 600 North Dry Creek Box Culvert ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Noland and Son Construction Inc, whose principal place of business is located at 1350 West 7900 South West Jordan, Utah 84088 ("Contractor").

WHEREAS, City desires to contract for the Construction of a box culvert in the Dry Creek Channel on 600 North and approximately 100 West along with all other utility and roadway improvements shown on the Jones and DeMille Engineering Construction plans dated October 12, 2023 (the "Work"); and

WHEREAS, City issued RFP2023-23 and Contractor submitted a Response to RFP 2023-23 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Work**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-23 and Contractor's Response to RFP 2023-23 dated November 7, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. **Term**. The Work shall commence on the Effective Date and shall be completed no later than April 1st 2024.

3. **Payment**. City shall pay Three Hundred Thirty-One Thousand Five Hundred and Thirty-Three Dollars and Zero Cents. ($331,533.00). Payments shall be made with monthly progress billing and shall be paid in full within 30 days of completion of the project.

4. **Changes in Performance**. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. **Withholding Payment for Defective Performance**. The City may withhold or,

on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. **Termination**. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount to fund the consideration payment, this Agreement shall be void and of no further

force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. **Taxes**.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. **Indemnification and Insurance**.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain commercial automobile liability insurance with combined single limits of at least $1,000,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain commercial automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. **Performance and Warranty Bonds or Letters of Credit.**

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. **Representations and Warranties.**

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. **Confidentiality.** The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. **Authority**. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. **Notice.**

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Noland and Son Construction
Attn: Greg Allred	Attn: Tony Treasure
2538 North 300 West	1350 West 7900 South
Lehi, Utah 84043	West Jordan, Utah 84088

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. **Attorneys' Fees and Costs**. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. **Non-Waiver**. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein

or by law or in equity.

16. **Binding Effect**. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. **Assignment**. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. **Amendments**. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. **Time**. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. **Force Majeure**. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. **Entire Agreement**. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2023.

Noland and Son Construction Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Noland and Son Construction Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Directors and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

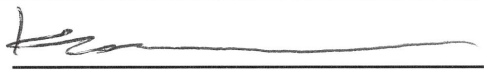
BID FORM: SIGNATURE OF RESPONDENT

By submitting a proposal pursuant to this RFB, each proponent acknowledges that its proposal may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.* ("GRAMA"), as the same may be amended from time to time. If a proponent desires to have specific information contained in its proposal protected from public disclosure, the proponent may provide a written claim and description of business confidentiality with respect to any such information. Filing a written claim and description of business confidentiality does not guarantee that any information will remain protected or private as the City will strictly comply with GRAMA. As a general rule, RFB pricing shall not be considered protected or private information.

I hereby acknowledge that I have received, read, and understand the foregoing 600 N Box Culvert Replacement RFB (RFB No. 2023-23). The proposal that has been submitted herewith complies with the requirements of said RFB and applicable provisions of the Lehi City Municipal Code.

Upon acceptance of this RFB, the undersigned agrees to complete all required work as described in this RFB according to the terms and conditions described herein.

Please complete this form and return no later than the RFB deadline, as indicated on the cover page.

Company	Noland & Son Const. Co. Inc
By	Kathleen Noland-Dotson
Title	President
Signature	
Address	1350 W 7900 S West Jordan UT 84088
Phone	801-566-7219
Email	kathleen@nolandconstruction.com
Date	11-7-23

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	9,900.00	9,900.00
1-2	Traffic Control	L.S.	1	9,500.00	9,500.00
1-3	Quality Control	L.S.	1	2,290.00	2,920.00
1-4	Construction Staking	L.S.	1	5,205.00	5,205.00
1-5	Saw Cut and Remove Existing Asphalt	S.F.	3825	1.40	5,355.00
1-6	Remove Existing Curb and Gutter	L.F.	130	16.50	2,145.00
1-7	Remove Existing Sidewalk	S.F.	950	2.60	2,470.00
1-8	Demo and Remove Existing Culvert	L.F.	45	172.00	7,740.00
1-9	Demo and Remove Existing Pedestrian Bridge	L.S.	1	2,615.00	2,615.00
1-10	Site/Channel Excavation and Grading	L.S.	1	7,755.00	7,755.00
1-11	Remove and Replace Sign	Each	1	570.00	570.00
1-12	Remove Stump	Each	1	335.00	335.00
1-13	Remove Existing Fence	L.F.	75	7.00	525.00
1-14	Remove and Replace Wooden Fence	L.F.	20	94.00	1,880.00
1-15	Remove and dispose of Existing PI Transite Pipe for Loop	L.F.	40	64.00	2,560.00
1-16	Install New Concrete Box Culvert (Precast)	L.F.	65	1,925.00	125,125.00
1-17	Install Concrete Headwall with Removable Handrails and Wingwalls	Each	2	16,000.00	32,000.00
1-18	Loop 10" Pressure Irrigation Line	Each	1	15,500.00	15,500.00
1-19	Loop 4" Culinary Water Line	Each	1	8,725.00	8,725.00
1-20	Utility Casing or 10" PI Line	L.F.	22	250.00	5,500.00
1-21	Utility Casing or 4" PI Line	L.F.	22	180.00	3.960.00
1-22	4" Tee	Each	1	830.00	830.00
1-23	4" Gate Valve	Each	3	1,715.00	5,145.00
1-24	4" Blow Off	Each	1	4,445.00	4,445.00
1-25	3-in Roadway Asphalt	S.Y.	473	26.00	12,298.00
1-26	Roadway Roadbase	C.Y.	68	59.00	4,012.00
1-27	Roadway Subbase	C.Y.	195	33.00	6,435.00
1-28	Install High Back Curb and Gutter	L.F.	165	63.00	10,395.00
1-29	Install Modified Curb and Gutter Over Culvert	L.F.	32	63.00	2,016.00
1-30	Install Sidewalk	S.F.	1130	10.30	11,639.00
1-31	Install New Storm Inlet Box	Each	2	3,465.00	6,930.00
1-32	Install New 12" RCP Class III Storm Pipe	L.F.	52	99.00	5,148.00
1-33	Restore Pavement Markings	L.S.	1	1,735.00	1,735.00
1-34	Install Riprap	C.Y.	60	137.00	8,220.00
Base Bid / Schedule 1 - Subtotal					$ 331,533.00
2-1	Install New Concrete Box Culvert (Cast-In-Place)	L.F.	65	2,354.00	153,010.00
Alternate No. 1 / Schedule 2 - Subtotal					$153,010.00
Total Bid Price					$484,543.00

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warranty Bond

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-80 approving an agreement between Lehi City and Nelson Brothers for the installation of the Vialetto pressurized irrigation booster pump station.

Suggested Action:

Attachments:

Vialetto_Booster_Station_Agreement - Nelson Bros. (For City Council 12.12.2023).pdf

Bid Tabulation - Vialette Booster Station.pdf

Resolution for Vialetto Booster Station Pumps (Nelson Brothers Construction Company).docx

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Lehi City Corporation ("Owner") and Nelson Brothers Construction Company ("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:

Installation of new pumps, removal of pipe segment and fittings, installation of new pipe segments and fittings, and associated electrical work.

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of new pumps, removal of pipe segment and fittings, installation of new pipe segments and fittings, and associated electrical work.

ARTICLE 3 – ENGINEER

3.01 Work shown on the attached plan sheets has been designed by various engineers as shown on the individual plan sheets.

ARTICLE 4 – CONTRACT TIMES

4.01 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.

4.02 Contract Times: Dates

A. All Work related to Bid Items 7 & 8 will be substantially completed on or before _____November 01, 2024_____OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2) __, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____November 15, 2024_____ OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2).

B. All Work related to Bid Items 1 - 6 will be substantially completed on or before _____August 30, 2024_____OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2) __, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____September 13, 2024_____ OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2).

4.03 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 $500.00 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.

ARTICLE 5 – CONTRACT PRICE

5.01 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. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

$_____1,010,192.00_____

(Figures)

_____One Million, Ten Thousand, One Hundred and Ninety Two Dollars_____

(Writing)

B. CONTRACTOR'S Bid Form is included in the Bidding Requirements of the Project Manual and is hereby designated as an Exhibit to this Agreement as described in Article 9 hereunder.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 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 be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments once each month on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer. All progress payments will be on the basis of the progress of work, less 5% retainage withheld by Owner.

6.03 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 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 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 any 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 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.

E. 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.

F. 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.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 68, inclusive).
5. Supplementary Conditions (pages 1 to 3, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: VIALETTO BOOSTER STATION PRESSURE IRRIGATION PUMPS.

8. Addenda (numbers _1_ to _1_, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages _1_ to _14_, 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. Change Orders.

B. The documents listed in Paragraph 9.01.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 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 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.

10.03 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.

10.04 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.

10.05 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 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely 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 or Contract 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.

10.06 Indemnification

A. To the fullest extent permitted by law the CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers, agents, representatives and employees from any and all claims, demands, liabilities, damages, injuries, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the performance of the Work caused in whole or in part by any negligent act or omission of the CONTRACTOR, or anyone directly or indirectly employed by CONTRACTOR.

10.07 Termination

A. CITY, upon written notice, may terminate this Agreement, or any part hereof, as a result of the CONTRACTOR'S failure to render to the satisfaction of CITY, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by CITY. The CONTRACTOR shall not be entitled, nor shall CITY give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Agreement, or any part hereof, by CITY for cause.

10.08 Force Majeure

A. "Force Majeure" shall be considered to be an act of God, nature, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Agreement, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party. Neither party to this Agreement shall be liable for delay or failure to perform pursuant to the terms of this Agreement that is caused by a Force Majeure event.

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:
Lehi City Corporation	Nelson Brothers Construction Co.
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:
153 North 100 East	
PO Box 255	
Lehi, Ut 84043	
	License No.: 225813-5501 *(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.)

Contractor Bidding Spreadsheet - VIALETTO BOOSTER STATION
Bid Results December 04, 2023

Item	Description	Unit	Est. Qty.	Nelson Bros Construction		COP Construction		Corrio Construction, Inc.	
				Bid Unit Price	Total	Bid Unit Price	Total	Bid Unit Price	Total
1	Pump House Piping (Excluding Items 2-6)	LS	1	$205,200.00	$205,200.00	$165,000.00	$165,000.00	$81,790.00	$81,790.00
2	4" Cla-Val Surge Anticipator	EA	1	$9,994.00	$9,994.00	$14,000.00	$14,000.00	$13,289.00	$13,289.00
3	8" Cla-Val Pump Control Valve	EA	2	$19,773.00	$39,546.00	$23,000.00	$46,000.00	$26,345.00	$52,690.00
4	10" Cal-Cal Pump Control Valve	EA	2	$26,542.00	$53,084.00	$31,000.00	$62,000.00	$34,908.00	$69,816.00
5	Vertical Turbine Pump & Motor	EA	2	$76,910.00	$153,820.00	$92,000.00	$184,000.00	$107,169.50	$214,339.00
6	10" Flow Meter	EA	1	$7,327.00	$7,327.00	$10,000.00	$10,000.00	$9,124.00	$9,124.00
7	Pump House Electrical (Excluding Item 8)	LS	1	$321,363.00	$321,363.00	$440,000.00	$440,000.00	$477,615.00	$477,615.00
8	Variable Requency Drive (VFD) Square D Company	EA	1	$219,858.00	$219,858.00	$210,000.00	$210,000.00	$275,318.00	$275,318.00
			Total		**$1,010,192.00**		**$1,131,000.00**		**$1,193,981.00**

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE VIALETTO PRESSURIZED IRRIGATION BOOSTER PUMPS

WHEREAS, City desires to contract for the installation of the Vialetto pressurized irrigation booster pumps; and

WHEREAS, the City selected Nelson Brothers Construction Company as the lowest responsive and responsible bidder; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement with Nelson Brothers Construction Company; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement between Lehi City and Nelson Brothers Construction Company attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-81 approving an agreement between Lehi City and Landmark Excavating for the construction of the Vialetto pressurized irrigation reservoir.

Suggested Action:

Attachments:

Vialetto PI Reservoir_Agreement (For 12.12.2023 City Council).pdf

Bid Tabulation - Vialetto Pressurized Irrigation Pond.pdf

Resolution-Approval of Liner Reservoir Agreement (Landmark Excavating).docx

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Lehi City Corporation ("Owner") and Landmark Excavating, 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:

The work is comprised of the construction of a water-tight reinforced concrete / LLDPE liner reservoir with 5.7 Acre-Foot capacity to be used for irrigation water storage located at approximately 1180 West 5080 North in Lehi, Utah including piping; valves; appurtenances; vaults; conduits; screens; site work including but not limited to grading, fencing, gates, drainage swale, drainage structures and piping, clearing, and access roads.

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation of new pumps, removal of pipe segment and fittings, installation of new pipe segments and fittings, and associated electrical work.

ARTICLE 3 – ENGINEER

3.01 Work shown on the attached plan sheets has been designed by various engineers as shown on the individual plan sheets.

ARTICLE 4 – CONTRACT TIMES

4.01 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.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before July 29, 2024 OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2) __, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 8th 2024 OR AS EXTENDED BY MUTUAL AGREEMENT (ARTICLE 2).

4.03 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 $500.00 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.

ARTICLE 5 – CONTRACT PRICE

5.01 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. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

$_____2,106,000.00_____

(Figures)

_____ Two Million, One Hundred and Six Thousand Dollars_____

(Writing)

B. CONTRACTOR'S Bid Form is included in the Bidding Requirements of the Project Manual and is hereby designated as an Exhibit to this Agreement as described in Article 9 hereunder.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract 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.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 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 be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments once each month on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer. All progress payments will be on the basis of the progress of work, less 5% retainage withheld by Owner.

6.03 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 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 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 any 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 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.

E. 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.

F. 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.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 68, inclusive).
5. Supplementary Conditions (pages 1 to 3, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: VIALETTO PRESSURE IRRIGATION RESERVOIR

8. Addenda (numbers __1__ to __1__, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages __1__ to __30__, 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. Change Orders.

B. The documents listed in Paragraph 9.01.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 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 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.

10.03 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.

10.04 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.

10.05 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 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely 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 or Contract 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.

10.06 Indemnification

A. To the fullest extent permitted by law the CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officers, agents, representatives and employees from any and all claims, demands, liabilities, damages, injuries, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the performance of the Work caused in whole or in part by any negligent act or omission of the CONTRACTOR, or anyone directly or indirectly employed by CONTRACTOR.

10.07 Termination

A. CITY, upon written notice, may terminate this Agreement, or any part hereof, as a result of the CONTRACTOR'S failure to render to the satisfaction of CITY, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by CITY. The CONTRACTOR shall not be entitled, nor shall CITY give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Agreement, or any part hereof, by CITY for cause.

10.08 Force Majeure

A. "Force Majeure" shall be considered to be an act of God, nature, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Agreement, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party. Neither party to this Agreement shall be liable for delay or failure to perform pursuant to the terms of this Agreement that is caused by a Force Majeure event.

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:
Lehi City Corporation	Landmark Excavating, Inv.
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:
153 North 100 East	
PO Box 255	
Lehi, Ut 84043	
	License No.: 6159918-5501 *(where applicable)*

Contractor Bidding Spreadsheet - Vialetto Pressurized Irrigation Pond
Bid Results November 21, 2023

				Landmark Excavating Inc.		Sunroc Corporation		Tycon Construction LLC		Condie Construction Inc.		Phaze Concrete Inc.	
Item No.	Description	Est. Quantity	Unit	Bid Unit Price	Total Bid Price	Bid Unit Price	Total Bid Price	Bid Unit Price	Total Bid Price	Bid Unit Price	Total Bid Price	Bid Unit Price	Total Bid Price
A - General													
1	Mobilization (~5%)	1	LS	100,000.00	100,000.00	130,000.00	130,000.00	134,400.00	134,400.00	141,400.00	141,400.00	101,475.00	101,475.00
2	Best Management Practices (BMPs)	1	LS	65,000.00	65,000.00	28,000.00	28,000.00	130,000.00	130,000.00	46,860.00	46,860.00	47,295.00	47,295.00
3	Material Testing and Leak Testing	1	LS	85,000.00	85,000.00	75,000.00	75,000.00	120,000.00	120,000.00	42,000.00	42,000.00	47,355.00	47,355.00
4	Construction Surveying	1	LS	25,000.00	25,000.00	35,000.00	35,000.00	27,000.00	27,000.00	35,000.00	35,000.00	27,060.00	27,060.00
				Subtotal, General	**275,000.00**		**268,000.00**		**411,400.00**		**265,260.00**		**223,185.00**
B - Reservoir and Material Disposal													
1	Cut (existing to interim grade)	16,800	CY	6.00	100,800.00	4.50	75,600.00	8.50	142,800.00	4.92	82,656.00	5.00	84,000.00
2	Cut (historic to finish subgrade)	28,450	CY	4.25	120,912.50	2.75	78,237.50	5.70	162,165.00	9.94	282,793.00	5.00	142,250.00
3	Fill (historic to finish grade)	17,100	CY	7.00	119,700.00	5.75	98,325.00	3.40	58,140.00	7.78	133,038.00	5.00	85,500.00
4	Export Material	28,150	CY	5.25	147,787.50	21.25	598,187.50	3.40	95,710.00	13.31	374,676.50	48.00	1,351,200.00
5	Structural Fill	130	CY	90.00	11,700.00	175.00	22,750.00	155.00	20,150.00	154.00	20,020.00	17.00	2,210.00
6	Concrete Liner	170	CY	1,100.00	187,000.00	2,050.00	348,500.00	1,900.00	323,000.00	1,750.00	297,500.00	1,787.00	303,790.00
7	LLDPE Liner	1	LS	200,000.00	200,000.00	115,000.00	115,000.00	150,000.00	150,000.00	143,000.00	143,000.00	158,360.00	158,360.00
8	Survey Monument	2	EA	1,200.00	2,400.00	1,200.00	2,400.00	950.00	1,900.00	2,280.00	4,560.00	2,213.00	4,426.00
9	Safety Line	5	EA	12,600.00	63,000.00	3,500.00	17,500.00	2,600.00	13,000.00	3,200.00	16,000.00	7,078.00	35,390.00
				Subtotal, Reservoir	**953,300.00**		**1,356,500.00**		**966,865.00**		**1,354,243.50**		**2,167,126.00**
C - Site Piping													
1	Intake Screen	1	LS	21,000.00	21,000.00	21,000.00	21,000.00	34,000.00	34,000.00	19,000.00	19,000.00	13,529.00	13,529.00
2	16" Inlet/Outlet Pipe	850	LF	130.00	110,500.00	207.00	175,950.00	170.00	144,500.00	159.00	135,150.00	153.00	130,050.00
3	Inlet/Outlet Manhole	1	LS	12,000.00	12,000.00	15,000.00	15,000.00	50,000.00	50,000.00	67,500.00	67,500.00	42,527.00	42,527.00
4	16" OF/Drain Pipe; including fittings	475	LF	135.00	64,125.00	140.00	66,500.00	185.00	87,875.00	105.30	50,017.50	90.00	42,750.00
5	Trash Rack and Air Vent for 16" OF Pipe	1	LS	12,000.00	12,000.00	27,000.00	27,000.00	30,500.00	30,500.00	22,200.00	22,200.00	23,306.00	23,306.00
6	8" Drain Pipe; including valve and fittings	66	LF	120.00	7,920.00	168.00	11,088.00	200.00	13,200.00	220.00	14,520.00	92.00	6,072.00
7	Pond Drain/Overflow/Underdrain Box	1	LS	16,000.00	16,000.00	29,000.00	29,000.00	45,000.00	45,000.00	34,100.00	34,100.00	32,793.00	32,793.00
8	Filter Diaphragm (complete)	1	LS	7,000.00	7,000.00	1,100.00	1,100.00	5,000.00	5,000.00	9,400.00	9,400.00	3,436.00	3,436.00
9	6" Stilling Well	1	LS	12,000.00	12,000.00	10,000.00	10,000.00	17,000.00	17,000.00	6,884.00	6,884.00	20,241.00	20,241.00
10	6" Pond Underdrain	300	LF	40.00	12,000.00	43.50	13,050.00	57.00	17,100.00	70.50	21,150.00	105.00	31,500.00
11	6" Underdrain Outfall	135	LF	85.00	11,475.00	67.50	9,112.50	70.00	9,450.00	87.75	11,846.25	46.00	6,210.00
12	16" DW Tank Overflow	260	LF	200.00	52,000.00	282.00	73,320.00	211.00	54,860.00	247.40	64,324.00	100.00	26,000.00
13	DW Tank Overflow Fabricated Weir	1	LS	21,000.00	21,000.00	21,000.00	21,000.00	60,000.00	60,000.00	30,550.00	30,550.00	36,145.00	36,145.00
14	V-Ditch Basin and Collection Manhole	1	LS	3,500.00	3,500.00	12,000.00	12,000.00	26,000.00	26,000.00	19,300.00	19,300.00	16,365.00	16,365.00
15	12" RCP Drainage Collection Pipe	65	LF	90.00	5,850.00	100.00	6,500.00	130.00	8,450.00	149.00	9,685.00	83.00	5,395.00
16	12" ADS N-12 Waste Area Drainage Culvert	180	LF	80.00	14,400.00	72.00	12,960.00	125.00	22,500.00	88.50	15,930.00	67.00	12,060.00
17	Pipe Connections/Mod's @ DW Drain Vault	1	LS	7,500.00	7,500.00	10,000.00	10,000.00	28,000.00	28,000.00	11,350.00	11,350.00	16,952.00	16,952.00
18	10" DW Tank Drain Pipe (complete)	300	LF	115.00	34,500.00	136.00	40,800.00	196.00	58,800.00	143.80	43,140.00	115.00	34,500.00
19	8" DW Valve Vault Floor Drain Pipe	160	LF	105.00	16,800.00	152.00	24,320.00	158.00	25,280.00	116.70	18,672.00	97.00	15,520.00
20	Collection Box: PI OF & Drain	1	LS	6,500.00	6,500.00	7,000.00	7,000.00	10,000.00	10,000.00	13,550.00	13,550.00	15,251.00	15,251.00
21	16" DR21 HDPE Collection Pipe	515	LF	105.00	54,075.00	125.00	64,375.00	176.00	90,640.00	84.35	43,440.25	112.00	57,680.00
22	Collection Box: DW Tank Drain Air Gap	1	LS	9,500.00	9,500.00	15,000.00	15,000.00	25,000.00	25,000.00	9,600.00	9,600.00	27,110.00	27,110.00
23	Detention Pond Outlet Control & Overflow	1	LS	10,000.00	10,000.00	7,000.00	7,000.00	23,000.00	23,000.00	14,400.00	14,400.00	26,145.00	26,145.00
24	12" ADS N-12 Detention Pond Outlet Pipe	65	LF	80.00	5,200.00	83.00	5,395.00	120.00	7,800.00	107.00	6,955.00	91.00	5,915.00
25	Vialetto Way CW/PI Piping Modifications	1	LS	55,000.00	55,000.00	24,000.00	24,000.00	72,000.00	72,000.00	36,350.00	36,350.00	47,977.00	47,977.00
				Subtotal, Site Piping	**581,845.00**		**702,470.50**		**965,955.00**		**729,014.00**		**695,429.00**
D - Site Improvements													
1	Crushed Rock/Concrete/Asphalt access road	380	CY	55.00	20,900.00	63.00	23,940.00	107.00	40,660.00	97.00	36,860.00	99.00	37,620.00
2	Asphalt Paving (at Drainage Pan)	10	CY	480.00	4,800.00	1,000.00	10,000.00	680.00	6,800.00	635.00	6,350.00	1,235.00	12,350.00
3	Realign/Regrade Pickup Truck Access Road	1	LS	8,200.00	8,200.00	3,000.00	3,000.00	9,500.00	9,500.00	7,081.00	7,081.00	4,630.00	4,630.00
4	Trapezoidal Surface Water Diversion Channel	270	LF	70.00	18,900.00	65.00	17,550.00	46.00	12,420.00	42.00	11,340.00	49.00	13,230.00
5	V-Ditch Surface Water Diversion Channel	280	LF	70.00	19,600.00	65.00	18,200.00	43.00	12,040.00	41.25	11,550.00	47.00	13,160.00
6	Remove existing Site Fencing	500	LF	9.50	4,750.00	5.00	2,500.00	4.30	2,150.00	2.00	1,000.00	6.00	3,000.00
7	Site Fencing and Gates	1,250	LF	36.00	45,000.00	60.00	75,000.00	56.50	70,625.00	80.80	101,000.00	111.00	138,750.00
8	Signage	1	LS	3,500.00	3,500.00	3,100.00	3,100.00	4,500.00	4,500.00	7,600.00	7,600.00	4,803.00	4,803.00
9	Bollards	2	EA	2,500.00	5,000.00	1,200.00	2,400.00	1,100.00	2,200.00	1,000.00	2,000.00	3,046.00	6,092.00
10	Clear & Grub, Strip, and Stockpile Topsoil	19,910	SY	1.00	19,910.00	2.00	39,820.00	1.40	27,874.00	3.45	68,689.50	4.00	79,640.00
11	Spread Topsoil, Seed and Fiber Mulch	14,750	SY	7.50	110,625.00	2.00	29,500.00	3.12	46,020.00	6.86	101,185.00	5.00	73,750.00
12	Erosion Control Blanket	7,900	SY	2.60	20,540.00	3.00	23,700.00	4.30	33,970.00	4.47	35,313.00	6.00	47,400.00
13	(2) 2" Conduit Duct Bank; pull box & strings	330	LF	21.00	6,930.00	29.00	9,570.00	23.00	7,590.00	157.00	51,810.00	77.00	25,410.00
14	Conduits inside DW Tank Valve Vault	1	LS	4,000.00	4,000.00	12,000.00	12,000.00	4,000.00	4,000.00	4,100.00	4,100.00	5,242.00	5,242.00
15	Lower existing buried Power In Place	1	LS	3,200.00	3,200.00	12,000.00	12,000.00	10,000.00	10,000.00	35,200.00	35,200.00	17,810.00	17,810.00
				Subtotal, Site Improvements	**295,855.00**		**282,280.00**		**290,349.00**		**481,078.50**		**482,887.00**
				Bid Total (Parts A+B+C+D)	**2,106,000.00**		**2,609,250.50**		**2,634,569.00**		**2,829,596.00**		**3,568,627.00**

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH LANDMARK EXCAVATING INC. FOR THE INSTALLATION OF HISTORICAL MARKER SIGNS

WHEREAS, City desires to contract for the construction of a liner reservoir; and

WHEREAS, the City selected Landmark Excavating Inc. as the lowest responsive and responsible bidder; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement Landmark Excavating Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement between Lehi City and Landmark Excavating Inc. attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 15

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-82 approving an agreement with Design Workshop for the study and design of the Parks and Recreation Master Plan.

Suggested Action:

Attachments:

Resolution-Approval of Parks and Recreation Master Plan.docx

Agreement-Parks and Recreation Master Plan (Design Workshop).docx

Exhibit A - Lehi Master Plan Scope of Work (Design Workshop).docx

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH DESIGN WORKSHOP INC. FOR THE LEHI CITY PARKS AND RECREATION MASTER PLAN

WHEREAS, City desires to contract for the preparation of a Parks and Recreation Master Plan; and

WHEREAS, the City issued an RFQ and selected Design Workshop Inc. to contract for a Parks and Recreation Master Plan; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement for the Lehi City Parks and Recreation Master Plan with Design Workshop Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The agreement between Lehi City and Design Workshop Inc. attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR LEHI CITY PARKS AND RECREATION MASTER PLAN

THIS AGREEMENT FOR THE LEHI CITY PARKS AND RECREATION MASTER PLAN ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Design Workshop Inc., whose principal place of business is located at 1390 Lawrence Street, Suite 100 ("Contractor").

WHEREAS, City desires to contract for the professional services to prepare a Parks and Recreation Master Plan and Needs Assessment, Parks Strategic Plan, and Recreation Center Study and Plan (the "Work"); and

WHEREAS, City issued Request for Qualifications (RFQ) No. 2023-20 and Contractor submitted a Response to RFQ No. 2023-20 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described Contractor's Response to RFQ No. 2023-20 dated November 28, 2023, attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed within 18 months anticipated to be no later than June, 2025.

3. Payment. City shall pay the Client $304,730 for services performed related to this agreement. The City shall pay Client invoices within thirty (30) days of receipt unless the Services or the Invoice documentation are unsatisfactory. Payments made after thirty (30) days may be assessed with an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation.

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on

account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount for the following fiscal year to fund the consideration payment, this Agreement shall be

void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. Indemnification and Insurance.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to reasonable attorneys' fees, to the extent caused Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said

policies of insurance.

9. [left intentionally blank]

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City.

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Design Workshop, Inc.
Attn: Mayor's Office	Attn: Anna Laybourn 22860
153 N 100 E	Two Rivers Road Suite 102
Lehi, Utah 84043	Basalt, CO 81623

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2023.

Design Workshop, Inc.

_____
By: Anna Laybourn
Its: Principal

STATE OF COLORADO)
: ss.
COUNTY OF EAGLE)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Design Workshop Inc. and that said document was signed by him/her in behalf of said Design Workshop Inc. by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Board of Directors and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

11-28-2023

Exhibit A Scope of Services Agreement - Design Workshop

Project Description and Approach

The consultant scope of services is described below for the creation of the Lehi City Comprehensive Parks, Trails, and Recreation Master Plan and Needs Assessment. The Master Plan and Needs Assessment are externally focused, with an extensive marketing and public engagement focus. The Strategic Management Plan and Recreation Center Facility Planning will be internally focused on the Parks Department. The final products are expected to be complementary with shared vision and guiding principles to steer Lehi Parks and Recreation through the next five to ten years of growth.

This work will be undertaken by Design Workshop (DW) with subconsultants Ballard*King Associates (B*K) and CivicBrand in collaboration with Lehi City's staff. Our team is flexible to adjust this scope of work as discoveries are made in the process and situations change. We seek efficiencies in utilizing City resources and offer a menu of services that expand upon the scope outlined in the City RFP issued October 16, 2023.

The Design Workshop team has included **two in-person visits** (multi-day for efficiency) in the scope of work that will be timed according to in-person vs. virtual engagement preferences and schedules. We anticipate this would include (1) visit for in-person SKO and site visit tours and (2) one-visit for pop-up/open house engagement and meetings.

The Scope of Work below is outlined in five parts:

- Part 1: Public Engagement Strategy and Marketing/Branding
- Part 2: Comprehensive Parks, Trails, and Recreation Master Plan and Needs Assessment
- Part 3: Strategic Management Plan
- Part 4: Recreation Center Facility Planning
- Part 5: Project Management, Implementation and Monitoring

Part 1: Public Engagement Strategy and Marketing/Branding

Design Workshop and Civic Brand will design and implement a robust public involvement process to engage community members, stakeholders, and key organizations. Goals are intended to inform and inspire residents to actively engage in Lehi parks and recreation opportunities, especially appealing to the city's younger demographic. Our outreach with the community will be centered upon listening to needs, big ideas, and constraints, as well as identifying known gaps in the parks and recreation network and opportunities for innovation and change. By incorporating a marketing strategy focused on public involvement, the Parks and Recreation Master Plan can attract widespread community engagement, ensuring that the final plan truly reflects the needs and desires of the people it serves.

Task 1.a Project Community Engagement Plan/Strategy

The Design Workshop team will develop a Community Engagement Plan (CEP) that includes detailed guidance on public outreach and messaging, engagement tools and methods (outreach channels and platforms), goals and targets, engagement window purposes and objectives, and general timeline of events. As part of this, we will work with City staff to categorize the groups and individuals that will be identified as key stakeholders that should be engaged in the process. We anticipate stakeholders will include partners, representatives from recreation clubs, community organizations, and youth-focused organizations. Discussion of these stakeholders will begin with the Strategic Kickoff, which will identify the optimum role for these groups within the project. The CEP will identify information distribution methods and responsibilities of City staff and the consultant team.

Deliverables:

- *Community Engagement Plan, draft, and final provided in MS Word*
- *Stakeholder tracking template, provided in MS Excel format*
- *One coordination meeting with Lehi public communications staff*

Task 1.b Project Marketing/Communications Strategy/Branding

Project Branding:
The project will extend its reach to the intended audience with project branding that graphically communicates a unifying identity for the Comprehensive Park System Plan creation process. A project logo, name/tagline, and supporting graphic communication materials will be created by CivicBrand. Branding style (fonts and color palate) will be incorporated into a document layout format and presentation template.

Deliverables:

- *Initial meeting to discuss client brand preferences and process*
- *Brand concept development rounds 1 and 2*
- *Branding package, including logo in 3 sizes and PowerPoint template, with one round of edits*
- *Plan document graphic template*

Task 1.c Public Awareness Campaign Strategy and Materials

Pop-up Events:
Hosting booths at community events and key locations is an excellent way to promote online surveys, profile of the project, and engage diverse audiences. We recommend these be pop-up stations at a community park, pathway, or popular events. Project promotion and information materials will be created, as well as an interactive activity to quickly gain community input.

Design Workshop will provide a pop up toolkit with materials and talking points and suggest strategies to tailor this outreach method to reach underserved and underrepresented populations. For project budget efficiency we recommend City staff and volunteers host events, however our team would be happy to participate in-person if aligned with timing of other in-person engagement we are involved with, or if additional services are desired.

Advertisement Coordination and Deployment:
Targeted advertising will seek to include a wide distribution and capture input from diverse demographics through targeted advertising. Inclusion of an online survey website address within City mailings, include survey link to the Community Needs Assessment Survey and Questionnaires (in Task 1.f) in monthly newsletter or email messages that have wide distribution are effective and low-cost methods to reach residents.

- Promote survey to the City's email list and recreation program users
- Survey to be promoted in local newspapers
- Flyers to be posted on municipal information boards (downtown, library, Senior centers, City Hall, etc.)
- Promoted on City social media
- Work with the Chamber of Commerce to promote the survey to members
- Ask local civic, sports, and cultural organizations to share with their networks
- Yard signs in local parks, open spaces and trails

Deliverables:

- *Pop-up event informational and engagement materials (up to 3 exhibit boards, engagement activity/questionnaire, flyer, project business card)*
- *Individual engagement event planning logistics/content worksheets*

Task 1.d Interactive and Digital Platforms

CivicBrand will assess the City's website and social media platforms and make recommendations for platforms and how/when to utilize them throughout the project process.

Project Website Content:
Lehi's EngagementHQ platform will utilize content provided by the consultant team to supply community members project updates, submit feedback, learn about public engagement opportunities, link to online surveys, link to online map input opportunities, and review draft plan materials and presentation slides.

Deliverables:

- *Project website content (text and graphics) draft and three (3) updates throughout the project process*
- *Apply accessibility requirements to project branding materials*
- *Social Pinpoint website platform setup for public comment collection on web-based maps and summary of input findings*

Task 1.e Public Engagement Events

Focus Group Facilitation:
The scope includes virtual facilitation of a total of five (5) topically based meetings with an optimal size between 10-25 stakeholders each. The purpose is for deep discussion with representatives from a variety of community interests in parks and recreation. Tools such as Mentimeter or Mural would be used to facilitate online sessions. Potential topical groups include youth recreation and programming, cultural heritage and events, outdoor recreation and trails, development and growth, and sports facilities. Design Workshop will facilitate discussion with prepared topical questions and summarize the findings.

Community Workshops:
The community and stakeholders will be invited to participate in public meetings at different points in the process. We anticipate two different purpose general public meetings throughout the plan creation: first needs and values and the later regarding the plan vision framework, strategies development, and priorities. To allow for increased access and participation, we include both virtual and in-person methods of engagement.

***Deliverables*:**

- *Facilitated Focus Group Meetings, five (5) topically based discussions each less than 1.5 hours in length, over the period of 2 consecutive days.*
- *Meeting agendas, draft invitation text, presentation and questions materials, meeting summary*
- *Preparation meeting materials including presentations, engagement activities, and summary of input results.*
- *Facilitation of up three general public meetings. We anticipate one of these meetings will be a repeat in content at a different time of day and/or virtual meeting to allow for more options for participation.*

Task 1.f Community Needs Assessment Survey and Questionnaires

A needs assessment and community values identification are best completed through a robust quantitative community survey. Questions will seek to gain an understanding of current usage patterns, recreational preferences, and expectations for the parks and recreation system. For cost efficiency, this will be conducted as an open online survey to be widely advertised to gain representational input. DW will provide the survey online and in paper format to be distributed within the community. We recommend that

the length of the questionnaire be the equivalent of 3 standard letter-size pages and take less than 15-minutes to complete. The City is responsible for capturing paper responses.

Deliverables:

- *Draft survey questions and one round of revisions*
- *Open participation online survey platform (Qualtrics)*
- *Survey findings summary memorandum (in MS Word/pdf format)*

Task 1.g Outreach to Underrepresented Groups and Organizations

The Community Engagement Plan (CEP) will identify targeted outreach efforts to engage underrepresented populations and ensure their voices are heard in the planning process. While pop-up events and focus groups are some of the means to engage these groups, our team also anticipates roughly 20 hours dedicated to deployment of advertisement, outreach and communication to organizations and underrepresented group. This time includes the Design Workshop team directly communicating with local community leaders, cultural organizations, and neighborhood associations to facilitate meaningful participation from diverse communities.

Deliverables:

- *Log of communications (up to 12 hours) with organizations and leaders*

Task 1.h Community Input Summary and Feedback Loops

The team will establish a transparent communication process to share updates and outcomes of the public involvement efforts. A summary of community input, methodology, and participants will be created at the completion of each of the two input stage, Stage 1- Values (Survey, Focus Groups, Pop-ups Open House, Website Update) and Stage 2- Vision Framework (Questionnaire, Open House (2), Website Update) and provided on the project website with the presentation and materials. This will be used to acknowledge and recognize the input and contributions of community members to demonstrate the value of public involvement. The summary will also report on how the input received during the public involvement process will be used to refine and enhance the Parks and Recreation Master Plan.

Deliverables:

- *Community input summary including graphic charts, tables, and description of methodology*

Part 2: Comprehensive Parks, Trails, and Recreation Master Plan and Needs Assessment

The purpose of the Comprehensive Master Plan is to provide a comprehensive framework and vision for the development, management, and improvement of parks, open spaces, and recreational facilities within Lehi City. It is intended to serve as a roadmap for long-term planning and guide decision-making processes related to the enhancement and expansion of parks and recreational opportunities. The plan document will be easy to navigate and graphically rich with maps, charts, and photo image updates and graphics to explain the concepts. The plan contents will include context and data for parks, detailed demographics, reports, facilities, programs, budgets, operations and administration, staffing levels, funding, etc.

2.a Needs Assessment

<u>Existing Properties, Facilities, Programs, and Amenities Inventory:</u>
The City will provide an updated inventory and map data for existing and planned parks, trails, trail heads, facilities, and recreation amenities. HOA parks, county, and other provider's location data will be utilized from available GIS sources. Design Workshop will summarize, analyze, and create a graphic of the inventory. Current Parks Classifications will be assessed with recommendations provided for revisions, descriptions, service areas, standards, or new categories.

We will request and review the following information as part of the analysis:

- Recreational programs offered, demographic targets, and associated fees
- Programing schedules/calendars and user counts, if available
- Special events, activities or attractions that draw in large groups of visitors
- User fee rates and historical annual revenues
- Programs that may have been cancelled in the recent years
- Annual operating budgets and revenues

Ballard King will provide and assessment of recreation facilities, recreation programs and service including comparison analysis with demand, recreation facility trends, and an inventory of provided/offered programs.

Community Profile/Demographics Summary & Mapping:
Design Workshop will provide a community profile using US Census Data, past Lehi City plans data collected through recent and ongoing planning efforts, ESRI Business Analyst, and regional data sources as available. The community profile will provide a baseline of understanding for existing conditions covering the following topics: demographic, socioeconomic, community character, and areas of high public health risk due to environmental or socioeconomic factors. Through the analysis and mapping, we will identify trends and potential changes occurring in the region, and highlight takeaways to inform decisions that will accommodate those shifts.

Recreation and Use Trends Memorandum:
We conduct a recreation trends assessment, bringing together our industry knowledge from our experience working nationally and in many comparable markets, participation trends from applicable professional associations such as National Recreation and Park Association (NRPA), Statewide Comprehensive Outdoor Recreation Plan (SCORP), Youth Sports Report, and market reports from ESRI Community and Business Analyst and the Sports and Fitness Association. In combination with the community profile, the identification of recreation trends in Lehi will help us to form a comprehensive view of the local population, which will assist in determining the potential participation base within the service area.

In addition, if visitation data is lacking we recommend an additional service (additional budget required) of utilizing NEAR® aggregate cell phone data to identify trends in city property and facility use. This service provides information about visitation and links it to demographics for an understanding of use by hour, day, month, or year.

Needs Assessment & Level of Service Memorandum:
The DW team will calculate LOS measurements by park type, amenity types, geographic service areas, and identify gaps. The park type classifications will be used to develop a park acreage per population ratio and relate to population growth projections to anticipate needed park space by type. We will also update parks provision analysis of park acreage per population and amenities along with growth projections and planned parks. The community input will inform LOS metrics and goals to be developed with City staff.

Geographic Distribution and Service Area Gaps Assessment:
The team will study the spatial distribution and service area analysis based on travel routes and travel barriers. This may include incorporating any available ADA access barriers data.

Residential address points will be used to evaluate service area coverage. Park entrances will be mapped for parks larger than four acres in size. This analysis will be utilized to identify gaps in the locations of existing and planned parks to serve the population.

Our team will incorporate research and analysis of system-wide District trails needs, identify connectivity gaps between parks, trails, natural areas, and facilities, and integrate a system-wide District trails vision and framework that will set the stage for an upcoming and more detailed Trails System Plan.

Deliverables:

- *Inventory analysis organized by property with acreage, classifications, and amenities (pdf format document)*
- *Geographically referenced existing and proposed parks, trails, and recreation facilities inventory base mapping*
- *Community Profile and Recreation trends memorandum*
- *Needs Assessment and Levels of Services and Geographic Distribution and Service areas Assessment mapping of coverage, gaps and needs memorandum*
- *Preliminary Level of Service methods recommendations and goals evaluation*

2.b Master Plan

Park, Facility, and Community Tours/Assessments:

Paired with an in-person visit, the team of consultants along with City operations and programming staff will tour (1-day) parks and facilities to develop a rapid assessment of the system. We will provide a template and methodology for City parks staff to conduct conditional assessments of city properties to categorize as undeveloped, poor condition, fair condition, good condition, and excellent condition.

Related and Previous Plans Review Summary:

To build upon prior planning efforts, understand unique conditions, incorporate relevant initiatives, and build a comprehensive understanding of contextual issues previous plans, reports, and relevant municipal code will be reviewed and summarized. The documents will be reviewed and summarized with an eye on goals, policies, guidelines, recommendations, and projects. The Design Workshop team anticipates conducting a summary review of up to 8 past documents including relevant documents within the region and of partners. Design Workshop's understanding of development code and City standards for parks, trails, and developer contributions to open space and recreation will be summarized as well for aid in determining recommendations for revisions.

Department Marketing and Branding Analysis:

CivicBrand's project scope includes an assessment of the Lehi Parks Department current marketing and branding materials and a comparison to demographics and market needs in providing recommendations. If a more in-depth plan for marketing and branding package is desired, CivicBrand is prepared to provide those services at an additional cost. The additional scope would include inspiration research and gaining input from market targets, marketing strategy development and report, marketing deployment plan, along with branding creation and collateral materials deployment.

Plan Document Framework and Draft Outline:
We will create a draft document outline (Table of Contents) and a visual template for the document that captures the essence of the community and instills a sense of importance and quality to the effort. We will share a writing style guide to designate the appropriate grammatical uses and terminology for the plan document. Using input received from community members to identify opportunities and challenges, the Project Team will create Guiding Principles to express the organizational framework for the plan and topics for emphasis.

Strategies Draft Recommendations:
Based on all feedback to date and staff input, the consultant team will develop a draft set of recommendations/strategies that are in support of the guiding principles and goals, which will be based on compilation of all relevant data from the memorandum and community engagement summary. This internal memo will be for parks and recreation staff to review for refinement and addition for inclusion in the 75% complete draft master plan document.

75% Draft Master Plan Draft Document:

A 75% document will serve as a critical check-in with parks and recreation staff and external departments. The production of memos for review and approval throughout the process is intended to create an efficient review process. We anticipate staff will review and collate all comments for the 75% Draft. Upon receipt of one set of consolidated, non-conflicting comments, Design Workshop will prepare the final draft

document. To manage the workflow and expectations of the final document, Design Workshop will prepare a plan outline and schedule for production.

Capital Improvement Priorities:
The City Parks Team will provide notes about major accomplishments from the 2018 plan and mini-plans to celebrate accomplishments and note initiatives that are incomplete. Capital improvement plan lists of investments and future planning will also be provided to update an understanding of what has been implemented and guidance from City parks staff about what remains to be completed.

The Project Team will organize capital improvement projects into a prioritized table which identifies near-term (0-3 years, mid-term (4-6 years), and long term (7-20 years). The table will build upon remaining relevant projects from previous plans and will prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for Capital Investment based on the needs and priorities.

Funding Source Recommendations:
Our team will review and analyze available capital and operation budget information, fee/pricing structure, and other financial data. We will provide an assessment on the annual operating spending and current sources of revenues. Potential revenue options will be explored and considered including but not limited to a bond referendum, grants, PARC tax allocations, partnerships, impact fees, etc.

90% Complete Draft Plan Document:
The plan document will be easy to navigate and graphically rich with maps and images to explain the concepts. For the documentation of the main plan document we anticipate roughly a maximum of 75 pages in length for ease of reading, plus appendixes. Design Workshop will share comment log for staff to capture all comments and return one consolidated version of all comments that are clear and directive as to the desired change. Based on comments and feedback, a 90% draft will be developed from here for public viewing and sharing with elected officials.

Final Master Plan:
Comments received from City Boards and general public and other review agencies will be evaluated with staff to determine the alterations needed to finalize the draft plan. Design Workshop can support at planning commission and council meetings for an additional fee. The final plan will be presented by City staff, all comments will be consolidated into one-round of edits and Design Workshop will produce a final plan with comments incorporated.

Deliverables:

- *Draft plan document outline and graphic inclusion mock-up recommendations memo, Writing style guide and deliverables schedule*
- *Comment collection spreadsheet template*
- *Plan draft Vision Statement and Guiding Principles*
- *75% Draft, comment log, and one comment consolidation meeting*
- *Draft strategies memorandum, one round of comments*
- *Funding source recommendations memorandum, Near-term, mid-term, and long-term capital improvement table and Implementation tool evaluation and update*
- *90% complete draft plan document, including appendices, and completed comment log*
- *Final Plan document in pdf format and packaged (Indesign) format*
- *GIS Map packages of data*

Part 3: Strategic Management Plan

Task 3.a SMP Kickoff Meeting and Data Collection

The purpose of the Strategic Management Plan is to review and assess the current and future operations of the Lehi Parks Department. This will focus on the sufficiency and effectiveness of current staffing levels

and the operations structure and operating budget. The recommendations will focus on future staffing and operational needs associated with the build out of parks and facilities as part of the update to the Parks and Recreation Master Plan. Our team will conduct a kickoff meeting to confirm plan goals, discuss key issues, expected outcomes and request document and information to review. Items to be included, but not limited to:

- Organizational chart by City and Department
- Pay rates (full-time and part-time)
- Department operations policies
- Mission statement, goals & objectives
- Fee policies/fee plan (Cost recover guidelines/mandates and procedures for setting up classes, programs and facilities)
- Operating budget and fees
- Performance metrics

Task 3.b Operations Assessment and Maintenance Budget Analysis

In evaluating operations, B*K will reference back to not only the budgetary information the City provides but also the demographics and participation statistics. This becomes critical when determining the effectiveness of providing services to Lehi. B*K will provide an opinion of the current management, park, facility and programming practices. This will include hours of operations, staffing, programming, advertising, cash handling procedures, etc. Items to be included, but not limited to:

- Operational budgets – expenses and revenues;
- Staffing analysis;
- Fee analysis;
- Funding sources (rec facilities, rec programs);
- Operational/budget policies and procedures;
- Identify performance measures; and
- Review standards.

Task 3.c "Mission, Vision, Core Values, Goals Development and Objectives"

The team will conduct a workshop with city staff to identify and develop the mission, vision and core values and reflect the desired state of the department within the community. This will include a review current mission, vision and core values, establish overarching goals for the department and a break down goals into specific objectives with measurable results.

Task 3.d SWOT Analysis of the Management Team

A review of the department will include an organization Strengths, Weaknesses, Opportunities and Threats evaluation to assess the current position and make decisions about future strategies. The focus will be on the capabilities and limitations internally as well as externally. The intent is to build on the advantages, find areas of improvement, recognize avenues for growth and identify factors that pose a challenge. This may include strengths and weaknesses of the current staffing plan, assessment of the ability of the staffing plan to meet the current needs of the Parks and Recreation Department and allocated resources and responsibilities.

Task 3.e Organizational Structure Evaluation and Staffing Strategy

B*K will recommend changes to the organizational structure of Parks & Recreation including gaps in policies and procedures (our team will identify issues, not create the documents), standard improvements (identify areas to measure, not create performance measures), improve operations and support future programs and facilities. We will review current Organizational Structure of Parks & Recreation and identify responsibilities, strengths and weaknesses and the ability to support current operations.

Task 3.f Operations Initiatives and Management Recommendations

B*K will work with the project team to review the department's management, operations, and maintenance plan. The first step in that plan will be to determine who is currently doing the work and how that workflow is generated. From there recommendations can be made on management of the plan, operations, and maintenance opportunities. Additionally, there will be a focus on work management, asset lifecycle management, staffing and equipment. We will review Operations and maintenance budgets, expenditure levels, revenue amounts and sources and identify areas of concern or where improvements are necessary.

CAPRA Accreditation:
NRPA has developed very specific, and detailed, guidelines for the agency self-assessment process. The department will need to dedicate a significant amount of personnel time to complete the self-assessment process. Prior to endeavoring into the self-assessment B*K would recommend any department identify a point person for the process. B*K will outline the accreditation standards as established by the Commission for Accreditation of Park and Recreation Agencies. B*K will break them into sections and provide an overview of each section and how they relate to Lehi. The evaluative comments will be those of B*K and their knowledge and understanding of the Lehi Parks Department. We will provide guidance to the Department on areas where they meet and fall short of the standard, or may be challenged to provide evaluation and reporting.

Task 3.g Department Action Plan, Priorities, and Metrics

B*K will identify strategies for achieving objectives for defining performance indicators and to establish monitoring and evaluation framework.

Deliverables:

- *2-hour Kickoff Workshop facilitation and summary notes*
- *Department Assessment memorandum*
- *CAPRA Accreditation Assessment*
- *Mission, Vision, Core Values, Goals Development and Objectives draft (1) and final statements*
- *Strategic Plan 90% draft (1) with recommendations and final document*

Part 4: Recreation Center Facility Planning

The city would like to study its current indoor offerings and community needs and market opportunities to consider potential opportunities for expansion. This plan will revolve around the Legacy Center, outdoor pool, and other recreation facilities.

Task 4.a Recreation Offerings and Visitation Assessment

B*K will inventory city parks and recreation facilities and programs and collect data for performance measurements, review and analyze existing programs/services, recreation program statistics and the demand for programs/services.

Task 4.b Facility Conditions and Performance Evaluation

B*K will work alongside DW in conducting the physical data collection and analysis. B*K will approach the review from the perspective of programmable spaces through a facilities assessment (conditions, excluding structural and MEP, operational, maintenance, and programs) and facilities analysis (utilization/limitation). Structural facility conditions evaluations are not included as this will be a visual inspection conducted within the team's site tour and review of existing data provided by the city. Physical conditional ratings will be by property and assessed on a relative scale of poor, fair, good, and excellent.

City operation staff is expected to review draft consultant assessments and provide additional insight and evaluation if necessary.

Indoor Facility Focus Group Meeting

B*K will work with the Lehi to identify groups and individuals to engage in the facility planning. While the City may have their own list, typical focus groups consist of:

- Maintenance Staff;
- Recreation Staff & Leadership;
- Parks & Recreation Commission/Board;
- Elected Officials;
- User Groups (youth sports clubs and organizations, seniors, etc.); and
- Program Participants.

Task 4.c Indoor Program Needs Assessment

An indoor recreation facility market analysis will be conducted. This portion of the needs assessment is a cornerstone to the development of a comprehensive, and accurate, financial plan. It is paramount to understand the service areas, their population, key demographic indicators, and potential participation rates. This may include:

- Market potential for indoor facilities and programs;
- Facility and program trends;
- Market constraints; and
- Market opportunities.

Based on the information gathered in the market assessment and public input, and using goals from the client as a filter, B*K will develop a program recommendation. B*K will identify approximate square footage allocations for each space, that will need to be interpreted and adjusted by an architect (architectural design services, alternatives development, and site planning/design are additional services).

Task 4.d High-level Cost Range, Phasing, and Funding Sources

Once the facility program has been verified DW can access information from their experience of completing similar projects in the area and information provided of recent Lehi City construction projects to develop an estimate of probable cost range. The conceptual cost estimate will be based on square foot allocations for the full facility. Using the resulting construction cost, the project team can also develop a project capital improvement cost range. The plan may include recommendations such as:

- priorities for phasing;
- potential funding sources;
- considerations for sustainability and accessibility standards; and
- actions for the future;

Deliverables:

- *Recreation Center Facility Planning draft report for staff and Project Committee review*
- *Final report incorporating all scope of work items*

Part 5: Project Management, Implementation and Monitoring

Project management and quality review is an essential part of delivering a quality project in collaboration with city staff within the budget and timeline set forth for this effort. The shared vision and guiding principles of the parks and recreation master plan will be supported with an implementation plan for action.

Task 5.a Project Initiation and Project Management Plan

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key District staff to review the project work plan and data availability. This first meeting will lay the foundation for a clear process and will clarify roles, approach, project goals, and community engagement opportunities. Together we will define a project mission statement and project principles to effectively launch this phase of the project. Items to be covered during the SKO Workshop include:

- Discuss accomplishments of the current Plan and any sections that remain relevant;
- Define roles, responsibilities, and communication procedures;
- Confirm a detailed project schedule and document review process;
- Identify any topics for additional research and evaluation; and
- Establish measurable project goals and desired outcomes.

Every phase will involve project management from Design Workshop's Principal-in-Charge and the Project Manager. Design Workshop will maintain the project schedule, including tracking of key milestones and engagement activities.

Deliverables:

- *Two-hour facilitated SKO workshop with District Project Management Team*
- *Detailed project work plan and schedule*
- *Project Management Plan (PMP) including communication protocols and tools*
- *Monthly report indicating percentage complete by task with monthly invoice*

Task 5.b Project Management Meetings and Progress Reports

Coordination will occur with the City's project team through the creation of a Project Management plan that includes a detailed schedule with agreed upon review times, roles and responsibilities, project goals and measurements, and more. To facilitate efficient communication, we are anticipating virtual progress meetings timed with key dates with the city's plan Project Manager. Monthly project management monthly (1 hour virtual) will be held with the City and consultant team. These tasks ensure collaboration with the City staff and delivery of the project within the schedule and expectations.

Deliverables:

- *Monthly Calls with Project Management Team (18) including agendas, and notes with action items*
- *Monthly Progress Reports (18)*

Task 5.c Implementation and Monitoring

Implementation Plan Matrix:

Our team will develop a final implementation matrix to provide a guide for short, medium, and long-term implementation of the parks and recreation master plan. This matrix includes identification of responsibilities and resource requirements.

Partnerships and Collaborations Recommendations:

Our team will develop a list of partnerships and collaborations needed for implementation. This will be a one-page memorandum.

Monitoring and Reporting Methods Memo:

In addition to level of service goals, other indicators for performance related to the plan goals and strategic plan operations will be identified for the project team's evaluation of appropriate reporting methods. This evaluation framework will be used by city staff to assess the effectiveness and impact of the plan over the next decade. It may include such evaluation methods as community health data indicators, recreation and visitation numbers, tree coverage, community survey perceptions, and etc.

Deliverables:

- *Implementation matrix draft table and partnership recommendations memo (1) and final document*
- *Draft recommended plan performance metrics memo*

PROJECT CONDITIONS & EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and shall be considered Additional Services. Design Workshop will obtain approval from the client prior to commencing services that are out of scope.

1. Client/Client Rep. coordination may need extra time if Design Workshop is required to coordinate with multiple stakeholders or change in contacts.
2. Planning services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, client project leadership, program, or budget.
3. Additional Graphic Deliverables
    a. Alternate planning directions and/or alternate solutions after the completion of the planning document;
    b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
4. Meetings and Site Visits
    a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
5. GIS DATA Assumptions
    a. All data layers must be provided in the same projection/coordinate system, or require additional services to convert.
    b. Our scope of work includes the use of GIS technology to provide a variety of analytical and representational tools to aid the planning process. The scope and fees offered by Design Workshop for projects are based upon the assumption that we can obtain GIS base data from you directly, or that you (with our assistance) can ensure delivery of the base information from other entities or individuals. In order to work within our base fee, the data must meet the following conditions:
    c. GIS data are complete and usable as-delivered, without need for additions, modifications, corrections, adjustments, etc. The information should be reviewed by the client in advance of providing to Design Workshop to assure that parcel polygons, names, and any attributes associated with the data are complete and accurate as-is. Design Workshop may add additional attributes as part of the inventory, but all attributes received as part of the supplied data must be ready to use as-is.
    d. Revisions to GIS base data are often found to be necessary after the consultant has completed an analysis and gained stakeholder and public input. This could be the result of

the GIS data being erroneous, not reflecting current conditions, lacking needed information in the attributes fields, or attributes needing to be re-characterized to suit the needs of the project. If changes and updates to the provided data requiring more than five hours of consultant time are desired, this will be the either: 1) the responsibility of the client at the mid-point of the existing conditions evaluation task, or 2) an additional service to be contracted with Design Workshop based on the magnitude of revisions and will not proceed until the Client has authorized the additional services and fees in writing.

e. The client and consultant will agree to a milestone date at which all GIS data will be considered “up-to-date” and sufficient for use in final drafts of deliverables. GIS layer additions, modifications and updated files or changes to analysis tasks will be considered an additional service beyond this point in time.
f. Provision of metadata for each GIS data file is necessary to ensure appropriate use of the files by the consultant team. At a minimum, the metadata must include the file name, description/purpose, version, source/author, credits, contact information, date the data was created/modified, and table attributes descriptions. Refer to http://resources/arcgis.com for metadata standards.

Agenda Item No: 16

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-83 approving an agreement with Prime Landscape Architecture for the design of three city parks in the Traverse Mountain area.

Suggested Action:

Attachments:

Agreement-Traverse Mountain Parks (Prime Landscape Architecture).docx

Resolution-Approval of Traverse Mountain Parks Landscape Architecture Agreement.docx

AGREEMENT FOR TRAVERSE MOUNTAIN PARKS LANDSCAPE ARACHITECTURE

THIS AGREEMENT FOR THE TRAVERSE MOUNTAIN PARKS LANDSCAPE ARCHITECTURE ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Prime Landscape Architecture LLC, whose principal place of business is located at 1524 West 3045 South, Nibley, UT 84321 ("Contractor").

WHEREAS, City desires to contract for the coordination between city staff and residents of Lehi to design and provide construction documents for three city parks in the Traverse Mountain area of Lehi (the "Work"); and

WHEREAS, City issued RFP 2023-21 and Contractor submitted a Response to RFP 2023-21 which City determined to be the lowest responsive and most responsible proposal and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFP 2023-21 and Contractor's Response to RFP 2023-21 dated October 30, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than June 14, 2023.

3. Payment. City shall pay One hundred and fifteen thousand dollars ($115,000). Upon receipt of an invoice from Contractor for work completed, City shall pay within 30 days.

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself

from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

7. Taxes.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. Indemnification and Insurance.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than $1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $1,000,000 per occurrence and $1,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

8.4 Contractor, at its own expense, shall maintain automobile liability

insurance with bodily injury and death limits of at least $2,000,000 each accident. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The professional liability/errors and omissions insurance required by this Section 8.5 must be project specific with a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

8.6 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. [left intentionally blank]

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure,

is currently active, and shall remain active throughout the performance of this Agreement.

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq*., as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:	To Contractor:
Lehi City Corporation	Prime Landscape Architecture
Attn: Trent Dyer	Attn: Dustin Hislop
153 North 100 East	1524 West 3045 South
Lehi, Utah 84043	Nibley, Utah 84321

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the _____ day of _____, 2023.

Prime Landscape Architecture

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Prime Landscape Architecture and that said document was signed by him/her in behalf of said Prime Landscape Architecture by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH PRIME LANDSCAPE ARCHITECTURE LLC FOR TRAVERSE MOUNTAIN PARKS LANDSCAPE ARCHITECTURE SERVICES

WHEREAS, City desires to contract for the design construction documents for three city parks in the Traverse Mountain area of Lehi City; and

WHEREAS, the City issued an RFP and selected Prime Landscape Architecture LLC's proposal; and

WHEREAS, on December 12, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement For Traverse Mountain Parks Landscape Architecture with Prime Landscape Architecture LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The agreement between Lehi City and Prime Landscape Architecture attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Agenda Item No: 17

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-84 approving an amendment to the Lehi City Employee Policy Manual.

Suggested Action:

Attachments:

Resolution-Employee Policy Manual Amendments (December 2023).docx

Redline Policy Changes - December 2023.docx

Telecommuting Policy and Form - Draft.docx

City Vehicle Policy - Draft.docx

RESOLUTION NO. 2023-??

A RESOLUTION AMENDING THE LEHI CITY EMPLOYEE POLICY MANUAL

WHEREAS, Lehi City has adopted an Employee Policy Manual;

WHEREAS, Lehi City now desires to revise the manual to amend various sections and add a new section as shown on the attached exhibits;

WHEREAS, on December 12, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds that: (i) The Lehi City Employee Policy Manual should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Lehi City Employee Policy Manual is hereby amended as shown on the attached Exhibits “A” and “B”, and “C”.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City this 12th day of December, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit A

Exhibit B

Exhibit C

Proposed Employee Policy Manual Changes - Oct 2023

1. Modify Sec?on II: Employment Policies: Employee Hiring:

Add Paragraph 7: Background Checks

7. **Background Checks** Employees are subject to drug tests and background checks. The City may decline to hire or rehire any employee based on the informa?on revealed in the criminal history. The City may review each applica?on on a case by case basis, placing various weights on various offenses, depending on the posi?on applied for within the City as follows:

A. Offenses involving substance abuse, alcohol, or acts of violence within five years will generally preclude an applicant from being hired to work with youth.

B. Sexual offenses consis?ng of felonies or Class A misdemeanors will preclude an applicant from ever being hired/retained to work with youth.

C. Convic?ons involving moral turpitude may also disqualify an applicant from employment with the City.

D. An applicant providing false informa?on on the applica?on may also be disqualified from employment with the City.

2. Modify Sec?on II: Employment Policies, Subject: Employment of Volunteers

Modify Paragraph 7 or current policy:

7. Volunteers are subject to drug tests and background checks. The City may decline any volunteer service based on the informa?on revealed in the criminal history. The City may review each applica?on on a case by case basis, placing various weights on various offenses, depending on the posi?on applied for within the City as follows:

A. Offenses involving substance abuse, alcohol, or acts of violence within five years will generally preclude an applicant from being a volunteer with youth.

B. Sexual offenses consis?ng of felonies or Class A misdemeanors will preclude an applicant from ever being retained to work with youth.

C. Convic?ons involving moral turpitude may also disqualify an applicant from volunteering with the City.

D. An applicant providing false informa?on on the applica?on may also be disqualified from volunteering with the City.

3. Add Sec?on IV: Employee Conduct, Subject: Telecommute / Work Remote

See separate policy dra? .

4. Add Sec?on IV: Employee Conduct, Subject: City Vehicle Policy

See separate policy dra? .

5. Modify Sec?on III: Compensa?on Policies, Subject: Employment Classifica?ons/Compensa?on

Add Paragraph 14:

14. Holiday Overtime Pay

Full-time employees who are required to work on designated holidays listed below shall be paid overtime for hours worked on the holiday. The amount of hours physically worked on the holiday are also used in calculation of overtime for the week/pay period. (This does not apply to Fire Department employees that bank Holiday Leave hours.)

Holiday	Eligible Date
New Year's Day	January 1 only
Martin Luther King Jr. Day	Third Monday in January only
President's Day	Third Monday in February only
Memorial Day	Last Monday in May only
Juneteenth Freedom Day	Third Monday in June only
Independence Day	July 4 only
Pioneer Day	July 24 only
Labor Day	First Monday in September only
Veterans Day	November 11 only
Thanksgiving Day	Thanksgiving Day only
Christmas Day	December 25 only

Call-back hours on a holiday should be designated as Call-back Pay and paid at 1.5 times an employee's regular rate of pay per paragraph 9 above and not used in calculation of overtime hours.

Full-time employees who are unable to take time off for designated holidays or flex their holiday leave within the pay period, will be paid Holiday Leave hours at their regular rate of pay. Exceptions must be approved by Department Head and City Administrator or designee.

Section IV: Employee Conduct Subject: Telecommuting/Working Remotely

POLICY GUIDELINES AND PROCEDURES

A supervisor, with approval from Department Head, may authorize telecommuting or working from remote location when it works to the mutual benefit of the City, the employee, and the City's customers. However, employees do not have an entitlement to such a work arrangement.

1. Supervisors may use telecommuting as a flexible work arrangement, as a business adjustment, modified duty, or an accommodation under the ADA in accordance with the employment modifications & accommodations procedure.

2. Work hours must be approved by the supervisor. Supervisors must ensure compliance with the overtime, compensatory time, and other compensation provisions on the compensation and pay practices policy. All city and departmental policies, rules, and practices shall apply at the remote work site.

3. Leave time will be approved following normal department procedures. A telecommuting employee who is sick or has a personal appointment while working at home will use leave for hours not worked.

4. An employee authorized to telecommute must safeguard non-public information. The employee may be held liable for unauthorized use of equipment or information.

5. Personal computer equipment used to telecommute must comply with City security policies. City information stored on personal, electronic equipment is subject to public records requests and department review. Remote Workers must seek advance approval from their supervisor before removing supplies or equipment from City premises to take to a remote work location. Remote workers shall also work with the Office of the City Recorder before taking any city records to the remote work site.

6. Work performed in an alternate work location is considered official City business and the employee is responsible for providing a safe work environment. Departments may establish specific conditions that apply to employees working in alternate locations. Remote Workers will be expected to, at a minimum, set up and maintain a designated workspace in a safe, unobstructed, and clean fashion and maintain a designated work area so that it complies with all laws regulating work areas. This includes, but is not limited to, the following basic safety

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precautions: eliminate trip and fall hazards; ensure proper lighting, ventilation, and appropriate furniture; avoid using a single power outlet for computer and other electrical extension cords.

7. Remote employees must be available for and participate in meetings in accordance with the normal demands of their job. While working remotely, the employee must be reachable via telephone, internet communication (such as online meeting platforms or email), or other mutually agreeable technology during agreed-upon work hours, as if the employee was in the office. Supervisors will ensure that on-site staff include remote employees in meetings as appropriate using teleconference or other electronic means. If necessitated for business purposes, remote employees are still required to attend meetings at an assigned work location as determined by the supervisor, even if such meetings occur on a day the employee is usually remote working.

8. Employees shall not be paid for travel between the remote work site and the employee's official workstation as this will be deemed part of the ordinary commute and cannot be claimed as business travel or submitted for mileage reimbursement. Any travel from the remote work site and meetings at locations other than the employee's official workstation shall be compensated in accordance with city policies.

9. The employee shall ensure that their telework location has adequate telephone reception and internet access to complete assigned duties. The City is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, internet services, cleaning services, etc.) associated with the use of Employee's residence.

10. The employee shall promptly notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Supervisors may reassign employees to another project and/or work location, including the employee's official work station, in the event of equipment failure.

EMPLOYEE APPLICATION/REQUEST

1. Interested employees should thoroughly read the City's Attendance, Work Hours and Telecommuting policy and submit Telecommuting / Work Remote Application and Agreement form.

2. If utilizing computer or telephone equipment as part of the telecommuting work arrangement, the employee should contact the City's IT Department to determine feasibility of telecommuting work, equipment needs and costs. Note this information on the telecommuting application/agreement.

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3. Employee and supervisor should meet to discuss the telecommuting application/agreement.

APPROVAL PROCESS

1. Employee and supervisor should develop a mutually acceptable system for measuring telecommuting work productivity and finalize costs, equipment needs, and schedule.

   Telecommuting schedules fall into three primary categories:

   a. Regular Telework – A recurring schedule that can include a full-time telework or a mix of off-site and on-site work. An example of a regular telework schedule is working from home three days per week and at city facilities two days per week.
   b. Temporary Telework – Brief, occasional telework such as working from home one day, agreed upon between the employee and manager, to prepare a spreadsheet from home.
   c. Emergency Telework – Unscheduled, emergency telework, such as working from home to ensure business continuity during inclement weather, a natural disaster, or an event that causes significant traffic and parking disruptions.

2. Employee and supervisor should ensure they understand and agree on the safety of the alternate work area.

3. Employee and supervisor should ensure understanding and agreement on FLSA considerations including preapproval for overtime (if applicable) or work schedule changes.

4. Supervisor signs application form and sends to the Department Head for review.

5. Department Head reviews the telecommuting application/agreement form and approves or denies the request. (If division director is applying for telecommuting approval, the City Administrator will approve or deny the request.)

6. If approved, the Department Head signs the form and sends the original back to the employee with copies to the supervisor and to human resources for placement in the employee's official personnel file. If denied, the Department Head will provide the reason for the denial to the supervisor to discuss with the employee.

7. The maximum term of a telecommuting agreement is normally twelve (12) months and will be reviewed annually. The agreement may be terminated by either the employee or the City for any reason at any time. Employees who wish to appeal an end of their

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telecommuting agreement may follow the Grievance Procedures in the Lehi City Employee Policy Manual.

EQUIPMENT

1. Equipment needs (including but not limited to a computer and telephone) should be pre-arranged with the employee's supervisor and the City's IT Department. City-provided equipment is not an entitlement of telecommuting. However, if City equipment is provided, it is the responsibility of the employee's department to provide the equipment.

2. Hardware and software provided by the City remains the property of the City and will be returned at the end of the telecommuting arrangement. An equipment/software inventory record for City equipment assigned for off-site use will be maintained by the employee's department/division. Products, documents and other records used and/or developed while telecommuting will remain the property of, and be available to, the City and are subject to department and division policies regarding confidentiality and authorized access.

3. City-owned software may not be duplicated. Telecommuters using City-owned software must adhere to the manufacturer's licensing agreements. The employee is responsible for protecting the integrity of the copyrighted software and following policies, procedures and practices related to them to the same extent applicable in the regular office.

4. Off-site installation of hardware or software is the responsibility of the telecommuter, in coordination with the City's IT Department. Support will be provided by IT staff on City work sites only according to current IT practices. The variety of information systems employed make it impossible to guarantee that telecommuters can receive extended information systems access to all alternate work locations.

5. All equipment, software, supplies or other material purchased or maintained by the City are to be used by the telecommuter for City business. City equipment and/or software may not be used by other household members or any non-City employees. The telecommuter has the same responsibility for taking appropriate steps to minimize damage to City property used at the alternate work site as would exist at the regular City work site.

6. Employees who elect to use their own equipment (not furnished by the City) are responsible for its maintenance and repair.

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Telecommuting / Work Remote Application and Agreement

Employee Name: _____ Job Title: _____

Department and Division: _____ Supervisor: _____

Proposed Telecommuting / Work from Home Schedule:

Term of Agreement: _____to_____
(One year maximum term period with opportunity to renew, unless otherwise terminated as provided in procedure. Supervisor shall periodically review the employee's productivity.)

Day(s) of week and hours for work-from-home schedule _____
_____
(Hours the employee will be working and can be contacted by supervisor, co-workers, customers, etc.)

Home Work Location Address, Office and Area Detail (square footage, furniture, and equipment furnished by employee):
_____
_____

I agree to maintaining a safe and designated work area that complies with the City's Telecommuting / Work from Home Policy. _____
Employee's Initials

City Assets (if any) provided for use at remote work location (Any assets provided by the IT Department must receive approval from the IT Department)

Description: ID Numbers:

_____ _____

_____ _____

_____ _____

IT Department Approval (required if any City assets are provided by the City's IT Department)

_____ _____
IT Manager Signature Date

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I have read and understand Lehi City's Telecommuting Procedure and agree to the duties, obligations, responsibilities, work measurements, and conditions for telecommuters expressed in this agreement, in addition to my normal duties, obligations and responsibilities as a Lehi City employee. I agree that, among other things, I am responsible for measurable work products, establishing a specific schedule, furnishing and maintaining my designated workspace in a safe manner, employing appropriate telecommuting security measures, and protecting city assets and information systems. I also understand that telecommuting is voluntary and not an entitlement. Either I, or the city through my supervisor and/or department head, can withdraw permission to telecommute at any time for any reason.

_____ _____

Employee Signature Date

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This employee is approved for telecommuting under the provisions detailed above and included in the city's telecommuting procedure. I will periodically review the employee's productivity measurement to ensure that productivity remains the same or increases because of telecommuting.

_____ _____

Supervisor Signature Date

_____ _____

Department Head Signature Date

Section IV: Employee Conduct Subject: City Vehicle Policy

POLICY PURPOSE STATEMENT

The purpose of this policy is to regulate the use of Lehi City vehicles or used on behalf of the City.

1. The City owns and operates a fleet of vehicles. City-owned vehicles may be driven to and from work by employees upon Department approval. Employees may drive or ride in City-owned vehicles for City business. Employees be permitted to take home a City-owned vehicle as provided in Section IV: Employee Conduct, Subject: Take-Home Vehicle Policy of the Employee Policy Manual. No other person or persons are allowed to ride in or operate a City-owned vehicle.

2. Decals: All City cars, trucks, vans, and 4-wheel drive vehicles will be clearly marked with permanently affixed decals or with special painting identifying the vehicle as a City vehicle. When a vehicle is surplussed and sold, all decals and painting identifying the vehicle as belonging to the City will be removed, painted over and/or otherwise obliterated.

3. Licensed Drivers: Each employee, elected official, board member, or volunteer who drives a City vehicle shall maintain a current, valid driver's license for the class of vehicle being driven and shall be at least eighteen years of age. A commercial driver's license ("CDL") is required by the Commercial Motor Vehicle Safety Act for operators of commercial motor vehicles. No employee who does not possess a current CDL shall operate such vehicles. No employee whose license is suspended or terminated shall drive a City vehicle while the license is suspended or terminated. In the event the employee's license is suspended or terminated by the State of Utah, the employee shall report the suspension or termination to the employee's supervisor. The employee shall also report to the supervisor any DUI (driving under the influence) or reckless citation, and again notify the supervisor in the event of a DUI or reckless conviction. A "guilty" or "no contest" plea, or its functional equivalent, shall constitute a conviction the same as having been found guilty after trial. The report of license suspension/termination or DUI citation or DUI conviction shall be made within one working day after the license suspension, license termination, DUI citation, or DUI conviction. The supervisor shall inform the General Manager of the license suspension/termination, DUI citation or DUI conviction within one working day of receiving the employee's report of the license suspension or DUI conviction. The failure of an employee to report the suspension or termination of a driver's license or a DUI citation or DUI conviction shall be grounds for discipline, up to and including termination. Management may change an employee's job assignment in response to a

suspension/termination of the employee's driver's license, a DUI citation or a DUI conviction until the issue is resolved to the satisfaction of management. Nothing stated in this Policy shall be deemed to limit or restrict the City's right or ability to discipline an employee based, in whole or in part, on a driver's license suspension/termination, DUI citation or DUI conviction, up to and including termination.

4. Driver Qualification Standard: All employees, elected officials, board members, or volunteers operating City-owned vehicles, or who may operate any vehicle while conducting business for or on behalf of must be authorized drivers. The authorization process requires an analysis of the employee's driving record and minimum training standards to ensure compliance with the driver qualification standard as identified in this policy.

   As part of the driver qualification process, all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable," or "Borderline". Drivers qualified as "Borderline" may be authorized to drive on a probationary basis as determined by the City Administrator or designee. Drivers whose record does not meet the driver qualification standard will not be allowed to operate any vehicle while engaged in City business.

   The driver qualification evaluation will be based on the driver's MVR and may also consider work related motor vehicle incidents, regardless if the incident has been recorded on the driver's MVR. All violations recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

   "Acceptable" or "Borderline" qualification will be determined using the following criteria. Any number of violations or accidents in excess of the "Borderline" criteria constitutes a failure to meet the driver qualification standard resulting in revocation of driver authorization. (Note - DUI and Reckless are not evaluated as a standard violation).

   Acceptable
   - Up to 2 violations recorded on the MVR, or
   - Up to 1 at fault work related accident in the prior three years, or
   - A combination of 1 violation on the MVR and 1 at fault work related accident in the last three years.

   Borderline
   - 3 to 4 violations recorded on the MVR or,
   - 2 at fault work related accidents in the last three years, or
   - DUI or DWI with in the last 2-5 years

   A single major violation recorded on the MVR, or resulting from a work-related incident, may result in revocation of the drivers' qualification and driver authorization.

Major violations include, but are not limited to:

- DUI or DWI
- Reckless
- Failure to stop/report an accident
- Making a false accident report
- Attempting to elude a law enforcement officer
- Others as determined by the General Manager

All drivers shall complete a safe driving or defensive driving training course provided by the City. Successful completion of this course shall be required before a driver can be considered authorized. Refresher training shall be completed annually. In the event of a major violation (DUI or Reckless) drivers may be required to complete an additional safe driving training course, at the discretion of the City Administrator.

5. Annual Review: This policy shall be reviewed by all staff annually, at the direction of the City Administrator.

6. Traffic laws: Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and any employee operating any vehicle during working hours, or a City owned vehicle at any time, shall observe, keep and obey all local traffic laws.

7. Vehicle Maintenance: Employees shall keep City vehicles clean, presentable and serviceable. Scheduled vehicle maintenance shall be arranged and facilitated by the Fleet Manager. In the event of a vehicle breakdown, all emergency vehicle maintenance must be approved by the Fleet Manager. Pre-trip inspection reports shall be completed and maintained for all commercial vehicles.

8. COVERING LOAD MATERIALS

   A. Secure Loads: Except as otherwise provided in this section, any vehicle operated by the City to haul material shall not be operated or moved on any public street or highway unless the vehicle is so constructed or loaded as to prevent its contents from dropping, shifting, leaking or otherwise escaping from the vehicle. A vehicle carrying trash or garbage shall have a covering over the entire load. Loaded City vehicles are not to be operated on a highway unless the load and any load covering is fastened, secured and confined to prevent the covering or load from becoming loose, detached, or in any manner a hazard to the safe operation of the vehicle or to other highway users. Before entering the highway, the City operator is to remove any loose material from any portion of the vehicle which is not designed to carry the material. Nothing in this section shall prohibit the discharge and spreading of any substance connected with filling trenches and other excavations, repairing asphalt cuts, any other construction activity, or securing traction or snow removal.

B. Load Covering: Any vehicle operated by City employees in the course of their employment for the City carrying dirt, sand, gravel, rock fragments, pebbles, crushed base, aggregate, any other similar material, or scrap metal, shall have a covering over the entire load unless one or more of the following applies:

1. The highest point of the load does not extend above the top of any exterior wall or sideboard of the cargo compartment of the vehicle and the outer edges of the load are at least six inches (6") below the top inside edges of the exterior walls or sideboards of the cargo compartment.

2. The load is hot mix asphalt.

3. The load consists of construction debris and/or scrap metal of a size and a form not susceptible to being blown out of the vehicle.

4. The material is being transported across a street or highway between parcels of property that would be contiguous but for the street or highway that is being crossed.

5. The material is completely enclosed on all sides by containers, bags, or other packaging.

Notwithstanding the foregoing exceptions, all loads being taken to a landfill or other waste facility, regardless of the nature of the load, shall be covered. A chemical substance capable of coating or bonding the load so the load is confined on a vehicle may qualify as a "covering" for purposes of this section so long as the chemical substance remains effective in confining the load.

C. Penalty: This section is intended to implement the requirements of Utah Code Ann. § 72-7-409, which. states, in subsection (8), that any person who violates the Section is guilty of a Class B misdemeanor and is subject to the payment of a fine. In addition, any City employee who violates the requirements of this section may be subject to employee discipline.

9. SAFETY REQUIREMENTS: All vehicle operators must obey all state laws and posted signs when operating vehicles. In addition, following rules must be followed at all times:

A. Cell Phones and Other Distractions. The use of handheld cell phones, or other devices that take attention away from the driving task, are prohibited by those driving City vehicles. Passengers may use devices only if the use will not be distracting to the driver. Cell phone calls should be made prior to or at the completion of a trip. If a call must be made during a trip, drivers must pull into a safe location and stop before making the call. If the driver receives an incoming call while driving, they must allow the call to go to voicemail and return the call when stopped in a safe location. Eating while driving is prohibited. Non-alcoholic drinks may be consumed with great discretion and only in situations where driving hazards (i.e., traffic, road construction, etc.) are minimal.

B. Seat Belts. Seat belts must be properly worn by all drivers and passengers while the vehicle is in operation.

C. Fatigued Driving & Driving Under The Influence. Drivers will not operate a motor vehicle at any time when his/her ability is impaired, affected or influenced by alcohol, illegal drugs, medication, illness, fatigue or injury.

D. Severe Weather. Extreme caution must be exercised when driving in severe weather conditions. If a driver has any doubt about the safety of travel, they must contact their supervisor or the Department Head for guidance.

E. Radar Detectors. The use of radar detectors or any other device with the purpose of detecting or interfering with police radar is prohibited.

10. VEHICLE INCIDENT/ACCIDENT PROCEDURES:

Drivers are responsible for all citations received. Traffic citations must be reported to the Department Head as soon as possible. The Department Head will review the driving privileges of any employee charged with a serious offense. Disciplinary action may include warnings, probation or suspension of driving privileges. For those jobs that require operation of a company vehicle, loss of driving privileges may result in termination.

Vehicle Incident Investigation. Vehicle incident investigations are handled internally and may utilize external documents such as police reports. Vehicle incident reports are to be filled out by the driver and returned to the Risk Manager as soon as reasonably possible. The Department Head will determine accident preventability and the proper course of any disciplinary action that might be necessary. The Risk Manager will also determine if additional training is needed to prevent similar accidents from occurring in the future. Trends in accident types, or multiple accidents by the same driver, will receive additional scrutiny, as they may signal the need for additional training or changes to driver selection procedures.

If you are involved in an accident, perform the following steps:

1. Stop your vehicle and protect the scene. You do not want a secondary accident to occur.
2. Call for medical assistance and assist any injured people if necessary.
3. Call the police and the Department Head or supervisor as soon as possible.
4. Locate any witnesses and get important information from them. If possible, get names, addresses and phone numbers.
5. Exchange pertinent information with other drivers.
6. Take photos of the accident.
7. Fill out a vehicle accident report form and send it to the Department Head.

When in an accident, drivers must:

1. Never admit fault or apologize. Apologies could be interpreted as an admission of fault.
2. Never argue with other drivers or witnesses.
3. Never argue with the police.
4. Never make a statement to the media. Refer them to the City Administrator.
5. Never discuss details of the incident with anyone except a representative of the City or the police.

6. Report every accident no matter how small to the Department Head.
7. Comply with City drug testing procedures.
    i. Drug testing must be completed within two hours of the accident.
    ii. The employee shall be driven to and from the drug testing location by the employee's supervisor or designee.

11. VEHICLE ACCIDENT REVIEW COMMITTEE: All accidents shall be reviewed by the accident review committee to determine if the accident was preventable or not preventable. If accidents are deemed preventable the Department Head will determine the appropriate level of employee discipline.

12. VEHICLE INSURANCE: The City shall procure and maintain the commercial automobile liability insurance in amounts not less than those stated in the Utah Code Ann. § 31A-22-3(304), and § 31A-22-3(307).

13. TELEMATICS: The City may at its discretion install telematics equipment in City owned vehicles to permit the monitoring of location and driving behavior, including speed, braking, corning velocity and acceleration. Data collected through the use of telematics remains the property of the City but may be shared with the employee at the discretion of the City Administrator.

Agenda Item No: 18

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #70-2023 approval of the TI Skye Area Plan Amendment changing the location of the Technical Manufacturing Buffer and combining the MD1 and MD2 land use areas into one.

Suggested Action:

Attachments:

CC Staff Report TI Skye Area Plan Amendment 12.12.23.docx

Skye Area Plan Amendment Buffer Location DRC 10.25.23.docx

Ordinance - TI Skye Area Plan Amendment 12.12.23.docx

Zone Change and Area Plan Narrative.pdf

DR Amendment to Skye Area Plan Land Use.pdf

Map.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

TEXAS INSTRUMENTS SKYE AREA PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Texas Instruments
Meeting Date	December 12, 2023
Requested Action/Purpose	Approval of a proposed area plan amendment
Date of DRC Review	October 25, 2023
Date of Planning Commission Review	November 2, 2023
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 06.010 Purpose and Intent.
The intent of the Planned Community Zone and this Chapter is to:

A. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.
B. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.
C. Provide an opportunity for flexibility from the constraints of traditional zoning and allow for development on a performance basis. Higher density and intensity of uses may be achieved as higher quality development and performance standards are implemented within the zone.
D. Provide a consolidated and structured framework for the processing of preliminary and final subdivision plat(s), preliminary and final site plans, and other permits and licenses required by this Code.

An application for approval of a Planned Community Zone is a request by the applicant for additional flexibility beyond that allowed by the traditional zones within the City. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed Planned Community Zone is preferable to traditional zoning. Approval for use of the Planned Community Zone lies at the discretion of the City Council.

REPORT ANALYSIS

The applicant requests approval of a proposed amendment to the Skye Area Plan switching the location of 25.69 acres of the technical manufacturing buffer. The concept for this area plan amendment was approved by the City Council on Tuesday October 24, 2023. This aspect of the proposed area plan amendment matches what was conceptually approved.

Texas Instrument's has announced that they will be expanding their operations and building, this proposed amendment will help them do that. The area east of their building will be removed from the Skye Area Plan, and an equal area next to Timpanogos Highway will be added to the area plan.

DR Horton added to the proposal combining the land use areas of MD1 and MD2. On their preliminary subdivision they were over the maximum number of lots in MD2 by 12 lots. Combining these two areas allows them to be within the maximum number of lots. This does not increase the overall number of units in the Skye Area Plan and reduces the number of units that will be built in the steeper slope areas.

The DRC had one comment, to include the updated areas in the Land Use Map in DR Horton's Skye Second Area Plan Amendment if it is approved before the second amendment records. DR Horton indicated that they would be okay with making this update.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or dney the proposed area plana amendment. Any motion should include findings. Possible findings include:

1. The proposed area plan amendment is/is not substantially similar to the approved concept plan.
2. The proposed area plan amendment will provide the same amount of buffer area and will not increase the overall number of units in the area plan.
3. The proposed area plan does/does not meet the requirements of the Lehi City Development Code in regards to area plan approval.
4. Other findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on November 2, 2023. The minutes and motion from that meeting follow.

2.2) Public hearing and recommendation of Texas Instrument's request for review of the TI Skye Area Plan Amendment changing the location of the Technical Manufacturing Buffer and combining the MD1 and MD2 land use areas into one.
Katie Bussell presented information on the agenda item.

The applicant, Jack Berry with Rock Hill Engineering, was present to represent the Texas Instruments zone change.

Commission Chair Newall opened and closed the public hearing.

> **Motion:** Commissioner Bunker moved to recommend approval of **Texas Instrument's request for review of the TI Skye Area Plan Amendment changing the location of the Technical Manufacturing Buffer and combining the MD1 and MD2 land use areas into one;** including all DRC comments and findings stated in the report. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

Skye Area Plan Amendment
DRC Redline Comments

Texas Instruments- requests review of the Skye Area Plan Amendment changing the location of the Technical Manufacturing Buffer.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney
Representatives of the Applicant Present: Jack, Jeff Stephenson
Date of Plans Reviewed: 10/17/23
Time Start: 1:55pm
Time End: 2:01pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. If this gets approved prior to DR Horton recording the second Area Plan Amendment, work with them to get this change incorporated into their land use map.

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 2, 2023.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2023 - __

AN ORDINANCE AMENDING THE SKYE AREA PLAN

WHEREAS, it has become necessary to amend the Skye Area Plan to change the boundary location of the area plan in the area that Texas Instrument's owns; and

WHEREAS, the Lehi City Council, acting pursuant to its authority and Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to the proposals for the Skye Area Plan; all as set forth in that certain area plan designated as the Skye Area Plan, a copy of which has been filed with the office of the Lehi City Planning Division;

WHEREAS, following a public hearing on November 2, 2023, the Lehi City Planning Commission reviewed the proposed Area Plan Amendment and forwarded a positive recommendation that the City Council adopt the proposed request; and

WHEREAS, on December 12, 2023, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the public record and which include the staff report, minutes from the Planning Commission meeting of November 2, 2023, and the recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for an Area Plan Amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

SECTION 1. The Area Plan Amendment, hereby summarized in Exhibit A, shall be incorporated into the "Skye Area Plan", copies of which are on file with the Planning Division of the Community Development Department.

SECTION 2. Unless specifically modified by the Skye Area Plan, the owner of the Subject Property or its assigned agents will be required to comply with all applicable requirements of Lehi City necessary for approval of the Project, including payment of fees and compliance with applicable ordinances, regulations, policies and procedures of Lehi City including but not limited to, the Lehi City Municipal Code, the Lehi City Development Code, and the Lehi City Design Standards and Public Improvements Specifications.

SECTION 3. The action of the City undertaken hereby is administrative in nature, falling within the general purpose and policy of the General Plan and zoning ordinances, and pursuant to the

provisions of the Lehi City Development Code, and the obligations and requirements imposed on the City by ordinance and agreement.

SECTION 4. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

SECTION 5. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

SECTION 6. This Ordinance adopting the Area Plan shall be effective immediately after being posted or published as required by law.

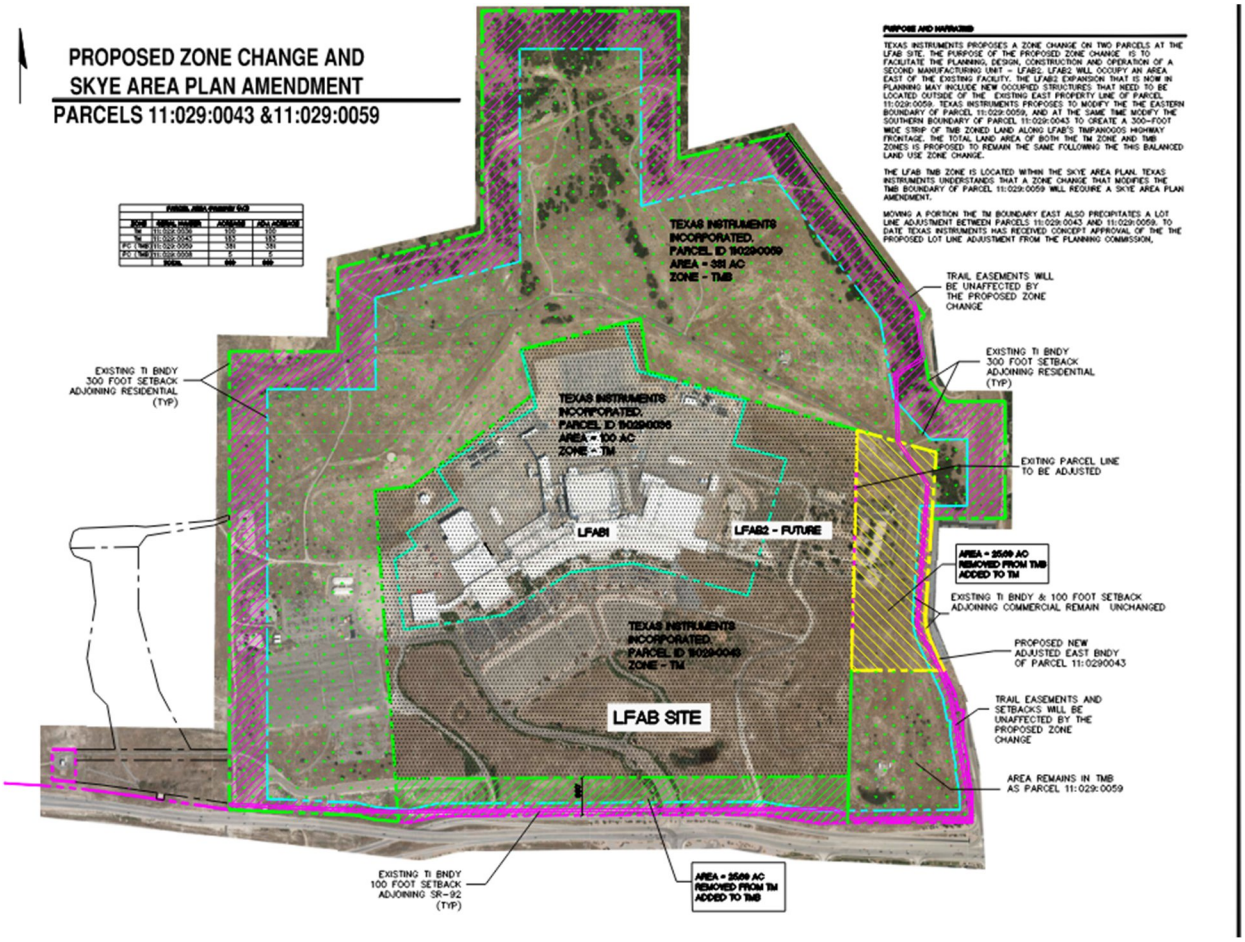
Approved and Adopted by the City Council of Lehi City this 12th day of December 2023.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A


PROPOSED ZONE CHANGE AND
SKYE AREA PLAN AMENDMENT
PARCELS 11:029:0043 &11:029:0059
PURPOSE AND NARRATIVE
TEXAS INSTRUMENTS PROPOSES A ZONE CHANGE ON TWO PARCELS AT THE LFAB SITE. THE PURPOSE OF THE PROPOSED ZONE CHANGE IS TO FACILITATE THE PLANNING, DESIGN, CONSTRUCTION AND OPERATION OF A SECOND MANUFACTURING UNIT – LFAB2. LFAB2 WILL OCCUPY AN AREA EAST OF THE EXISTING FACILITY. THE LFAB2 EXPANSION THAT IS NOW IN PLANNING MAY INCLUDE NEW OCCUPIED STRUCTURES THAT NEED TO BE LOCATED OUTSIDE OF THE EXISTING EAST PROPERTY LINE OF PARCEL 11:029:0059. TEXAS INSTRUMENTS PROPOSES TO MODIFY THE THE EASTERN BOUNDARY OF PARCEL 11:029:0059, AND AT THE SAME TIME MODIFY THE SOUTHERN BOUNDARY OF PARCEL 11:029:0043 TO CREATE A 300-FOOT WIDE STRIP OF TMB ZONED LAND ALONG LFAB'S TIMPANOGOS HIGHWAY FRONTAGE. THE TOTAL LAND AREA OF BOTH THE TM ZONE AND TMB ZONES IS PROPOSED TO REMAIN THE SAME FOLLOWING THE THIS BALANCED LAND USE ZONE CHANGE.
THE LFAB TMB ZONE IS LOCATED WITHIN THE SKYE AREA PLAN. TEXAS INSTRUMENTS UNDERSTANDS THAT A ZONE CHANGE THAT MODIFIES THE TMB BOUNDARY OF PARCEL 11:029:0059 WILL REQUIRE A SKYE AREA PLAN AMENDMENT.
MOVING A PORTION THE TM BOUNDARY EAST ALSO PRECIPITATES A LOT LINE ADJUSTMENT BETWEEN PARCELS 11:029:0043 AND 11:029:0059. TO DATE TEXAS INSTRUMENTS HAS RECEIVED CONCEPT APPROVAL OF THE THE PROPOSED LOT LINE ADJUSTMENT FROM THE PLANNING COMMISSION.
TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11029:0059 AREA = 381 AC ZONE = TMB
TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11029:0056 AREA = 100 AC ZONE = TM
TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11029:0043 ZONE = TM
LFAB1
LFAB2 – FUTURE
LFAB SITE
TRAIL EASEMENTS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE
EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)
EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)
EXITING PARCEL LINE TO BE ADJUSTED
AREA = 2509 AC REMOVED FROM TMB ADDED TO TM
EXISTING TI BNDY & 100 FOOT SETBACK ADJOINING COMMERCIAL REMAIN UNCHANGED
PROPOSED NEW ADJUSTED EAST BNDY OF PARCEL 11:0290043
TRAIL EASEMENTS AND SETBACKS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE
AREA REMAINS IN TMB AS PARCEL 11:029:0059
EXISTING TI BNDY 100 FOOT SETBACK ADJOINING SR-92 (TYP)
AREA = 2509 AC REMOVED FROM TM ADDED TO TMB

Rockhill LLC
PLAN • SURVEY • ENGINEER

Ms. Brittney Harris
Lehi City Planning Division
153 N 100E
Lehi, UT 84043

10/17/2023

RE: Texas Instruments - Proposed Zone Change and Skye Area Plan Amendment - Between Parcels 11:029:0043 and 11:029:0059

Brittney,

Please refer to the attached "Proposed Zone Change and Skye Area Plan Amendment" exhibit. Texas Instruments is now programming the LFAB2 project. The LFAB2 project contemplates doubling the manufacturing clean room space at the Lehi fabrication site (LFAB). The LFAB2 expansion will take place immediately East of the existing manufacturing complex.

On two parcels at the LFAB site, Texas instruments proposes a balanced land use zone change. The purpose of the proposed zone change is to facilitate a second manufacturing unit – LFAB2. LFAB2 will occupy an area East of the existing manufacturing facility. The LFAB2 expansion may include new occupied structures that need to be located outside of the existing East property line of Parcel 11:029:0059. Texas Instruments proposes to modify the eastern boundary of Parcel 11:029:0059, and at the same time modify the southern boundary of Parcel 11:029:0043 to create a 300-feet wide strip of TMB zoned land along LFAB's Timpanogos Highway frontage.

The total land area of both the existing TM and TMB zones will remain unchanged by this proposal. This zone change proposes only to change the shape of existing land use zones on the LFAB site. The LFAB TMB zone is located within the Skye Area Plan. Texas Instruments understands that a proposed zone change will modify the boundary of the TMB and precipitate a Skye Area Plan Amendment. This is why Texas Instruments is requesting both a zone change, and area plan amendment.

Rockhill LLC
PLAN • SURVEY • ENGINEER

Moving a portion of the TM boundary East also requires that a Lot-line-adjustment be completed between Parcels 11:029:0043 and 11:029:0059. To date Texas Instruments has received concept approval of the proposed Lot-line-adjustment from the Lehi Planning Commission.

Please contact me if you have any questions regarding this transmittal.

Thank you,

"Jack"

John R. Berry PE, PLS

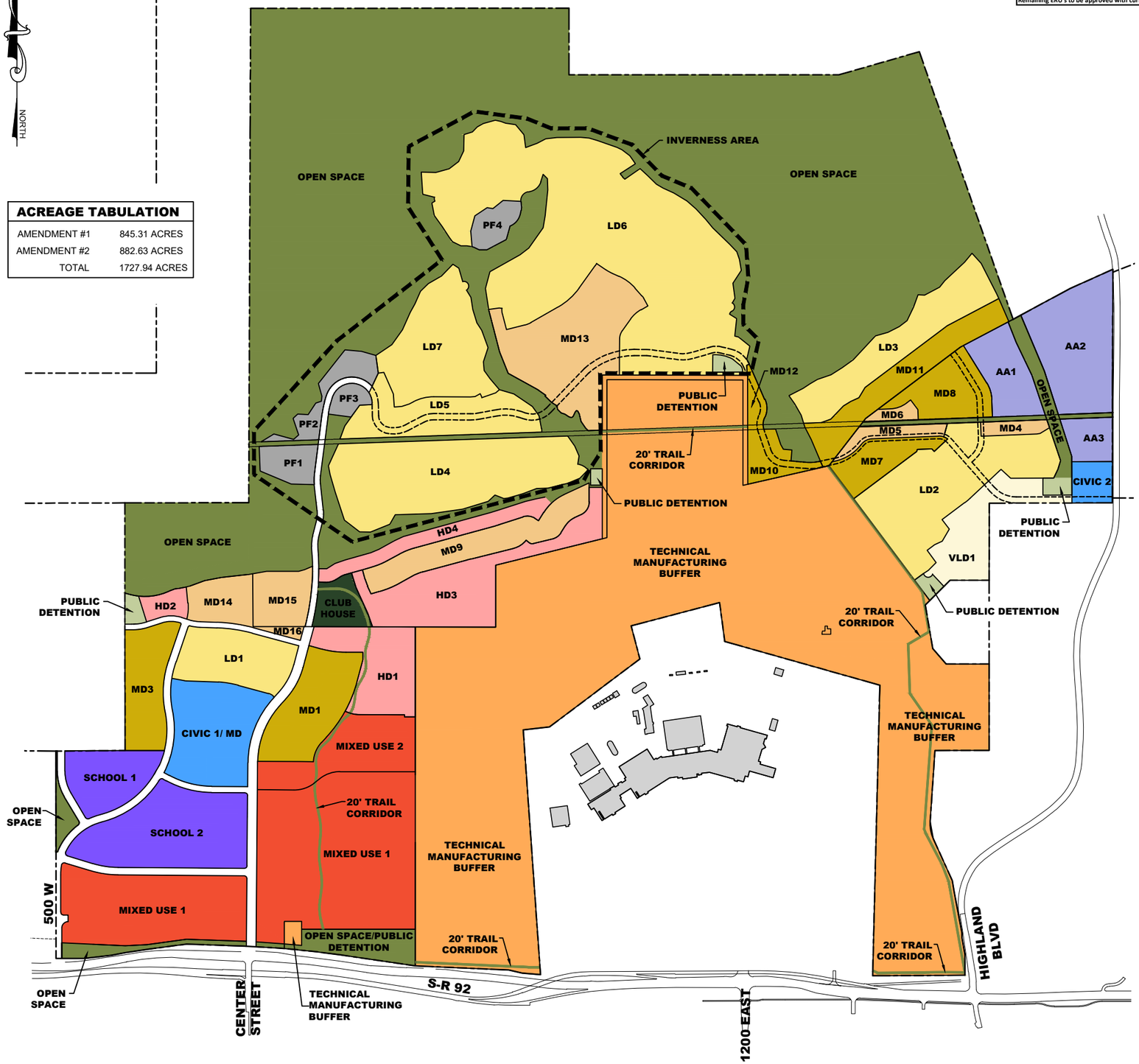
Rockhill LLC

jack@rockhillengineering.com

NORTH

ACREAGE TABULATION

AMENDMENT #1	845.31 ACRES
AMENDMENT #2	882.63 ACRES
TOTAL	1727.94 ACRES



ERU Allocation Table		
		Notes
Overall Total ERU's Allowed	3294	Total ERU's allowed from original Micron Area plan (2994) plus the additional 300 ERU's granted by city council
ERU's Used by Canyon Hills (Existing)	246	Includes 244 lots + 1 church
ERU's to be Used by Peck Property (58.89 ac)	88	Assumes 1.5 units/ac (from original Area Plan)
ERU's to be Used by Entrata Property (149.28 ac)	224	Assumes 1.5 units/ac (from original Area Plan)
Total ERU's Remaining for Skye Development	2736	
ERU's approved with Skye Area Plan Amendment #1	1751	
Remaining ERU's to be approved with current Area Plan Amendment	**985**	

NOTES:

1. OF THE 827 ERU'S ASSIGNED TO THE MIXED-USE, 609 ARE INTENDED TO BE DESIGNATED AS RESIDENTIAL.
2. THE TOTAL ERU'S ALLOCATED FOR THIS AREA PLAN AMENDMENT AND ALL FUTURE AMENDMENTS SHALL BE GOVERNED BY THE ERU ALLOCATION TABLE ON THIS SHEET.
3. THE 20' TRAIL SHOWN WITHIN THE TECHNICAL MANUFACTURING BUFFER AREA AND WITHIN THE MIXED USE AREA IS INCLUDED AS PUBLIC OPEN SPACE IN THE TABULATION TABLE.
4. THIS MAP ONLY SHOWS PUBLIC OPEN SPACE & DETENTION THAT IS PLANNED FOR THE PROJECT. ADDITIONALLY, PRIVATE OPEN SPACE WILL BE PROVIDED THROUGHOUT THE AREA PLAN. REFER TO THE BUFFERS & OPEN SPACE SECTION FOR MORE INFORMATION.
5. TOTAL OPEN SPACE WILL MAKE UP APPROXIMATELY 37.76% OF THE NET AREA, LESS THE CIVIC AND SCHOOL AREAS.
6. PRIOR TO ANY DEVELOPMENT TAKING PLACE EAST OF THE TECHNICAL MANUFACTURING BUFFER, AN AGREEMENT MUST BE IN PLACE BETWEEN LEHI CITY AND TSSD TO PROVIDE SEWER SERVICE.
7. THE NEARBY SEASONS CULINARY WATER TANK & PI RESERVOIR HAVE LIMITED CAPACITY AVAILABLE FOR THE SKYE AREA PLAN. REFER TO THE CULINARY AND PI SECTIONS OF THE SKYE AREA PLAN UTILITY SECTION FOR DETAILS ON AVAILABLE CAPACITIES AND NEEDED IMPROVEMENTS FOR THIS PROJECT.
8. ADDITIONAL CULINARY WATER AND PI CITY PROJECTS MAY BE NEEDED TO SERVICE THE SKYE AREA PLAN. REFER TO THE CULINARY & PI SECTIONS OF THE SKYE AREA PLAN UTILITY SECTION FOR ADDITIONAL DETAILS.
9. NEITHER THE CULINARY NOR THE PI SYSTEMS FOR SKYE HAVE A WATER SOURCE IDENTIFIED. REFER TO THE CULINARY & PI SECTIONS FOR ADDITIONAL INFORMATION ON IDENTIFIABLE SOURCES.
10. TECHNICAL MANUFACTURING BUFFER SHALL HAVE NO ERU'S ASSOCIATED WITH IT. ANY ADDITIONAL DEVELOPMENT ON THIS AREA SHALL REQUIRE ADDITIONAL UTILITY STUDIES AND CITY STAFF APPROVAL.
11. IF THE PROPOSED CIVIC 1 SITE IS NOT USED AS A CIVIC/CHURCH SITE, IT WILL BECOME AN MD POD WITH A DENSITY RANGE OF 3-7 UNITS/ACRE. DENSITY WILL BE TRANSFERRED FROM OTHER PODS AS NECESSARY, KEEPING THE TOTAL ERU CAP AT 2736.
12. DENSITY FROM POD MD13 SHALL HAVE THE ABILITY TO BE SHIFTED SOUTH OR EAST TO PODS HD1-4, OR LD4-7

LAND USE	ACRES	% OF NET AREA	PROPOSED DENSITY Low Range (units/acre)	PROPOSED DENSITY High Range (units/acre)	PROPOSED UNITS Low Range (Units)	PROPOSED UNITS High Range (Units)
Total Area	**1727.94**					
MP Roads Deduction	29.83					
NET AREA	**1698.11**					
School 1 (Elementary)	**12.71**	**0.75%**			9	
School 2 (Jr. High)	**30.27**	**1.78%**			15	
Civic 1[11]	**22.59**	**1.33%**	3	7	27	
Civic 2	**4.44**	**0.26%**			2	
Mixed Use 1[1]	**97.02**	**5.71%**	4	30	517	
Mixed Use 2[1]	**17.83**	**1.05%**	4	30	310	
Clubhouses	**5.60**	**0.33%**			9	
Public Facilities 1	**5.19**	**0.31%**			0	
Public Facilities 2	**6.19**	**0.36%**			0	
Public Facilities 3	**2.62**	**0.15%**			0	
Public Facilities 4	**4.39**	**0.26%**			0	
Dedicated Public Detention	**5.33**	**0.31%**			0	
Technical Manufacturing[10]	**381.93**	**22.49%**			0	
HD	**54.25**	**3.19%**				
HD #1	16.30	0.96%	8	12	130	196
HD #2	3.06	0.18%	8	12	24	37
HD #3	25.74	1.52%	8	12	206	309
HD #4	9.16	0.54%	8	12	73	110
MD	**151.70**	**8.93%**				
MD #1	18.34	1.08%	3	7	55	128
MD #3	14.21	0.84%	3	7	43	99
MD #4	2.43	0.14%	3	7	7	17
MD #5	3.79	0.22%	3	7	11	27
MD #6	1.76	0.10%	3	7	5	12
MD #7	8.32	0.49%	3	7	25	58
MD #8	11.89	0.70%	3	7	36	83
MD #9	16.42	0.97%	3	7	49	115
MD #10	8.98	0.53%	3	7	27	63
MD #11	12.84	0.76%	3	7	39	90
MD #12	2.08	0.12%	3	7	6	15
MD #13	33.52	1.97%	3	7	101	235
MD #14	7.09	0.42%	3	7	21	50
MD #15	9.00	0.53%	3	7	27	63
MD #16	1.01	0.06%	3	7	3	7
LD	**276.90**	**16.31%**				
LD #1	16.14	0.95%	1	4	16	65
LD #2	35.72	2.10%	1	4	36	143
LD #3	22.34	1.32%	1	4	22	89
LD #4	43.43	2.56%	1	4	43	174
LD #5	19.52	1.15%	1	4	20	78
LD #6	113.17	6.66%	1	4	113	453
LD #7	26.58	1.57%	1	4	27	106
VLD	**15.22**	**0.90%**				
VLD1	15.22	0.90%	1	2	15	30
Active Adult	**41.03**	**2.42%**				
AA #1	11.10	0.65%	4	6	44	67
AA #2	24.62	1.45%	4	6	98	148
AA #3	5.31	0.31%	4	6	21	32
TOTAL OPEN SPACE AREA[4,5]	**626.01**	**36.87%**				
Dedicated Public Open Space[3]	562.31	33.11%				
Private Open Space	68.44	4.03%				
Power Corridor Deduction	-4.74	-0.28%				
NON-RESIDENTIAL ERU'S	**280**					
RESIDENTIAL ERU'S	**2456**					
TOTAL ERU'S[2]	**2736**					

LEI
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

SKYE
LEHI, UTAH

LAND USE PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

LEI PROJECT #: 20-0067
DRAWN BY: RWH
DESIGNED BY: BCT
SCALE: 1" = 1200'
DATE: 10/24/2023

SHEET
L-1 386

L:\20 LEI PROJECTS\2020\2020-0067 DR HORTON LEHI PROJECT\CAD\DWG\AREA PLAN\20-0067 MICRON 2 AREA PLAN.DWG 10/24/2023 5:32 PM

PROPOSED ZONE CHANGE AND SKYE AREA PLAN AMENDMENT
PARCELS 11:029:0043 &11:029:0059

PARCEL AREA SUMMARY (AC)			
ZONE	SERIAL NUMBER	ACREAGE	ADJ. ACREAGE
TM	11:029:0036	100	100
TM	11:029:0043	183	183
PC (TMB)	11:029:0059	381	381
PC (TMB)	11:029:0008	5	5
	TOTAL	669	669

PURPOSE AND NARRATIVE:

TEXAS INSTRUMENTS PROPOSES A ZONE CHANGE ON TWO PARCELS AT THE LFAB SITE. THE PURPOSE OF THE PROPOSED ZONE CHANGE IS TO FACILITATE THE PLANNING, DESIGN, CONSTRUCTION AND OPERATION OF A SECOND MANUFACTURING UNIT – LFAB2. LFAB2 WILL OCCUPY AN AREA EAST OF THE EXISTING FACILITY. THE LFAB2 EXPANSION THAT IS NOW IN PLANNING MAY INCLUDE NEW OCCUPIED STRUCTURES THAT NEED TO BE LOCATED OUTSIDE OF THE EXISTING EAST PROPERTY LINE OF PARCEL 11:029:0059. TEXAS INSTRUMENTS PROPOSES TO MODIFY THE THE EASTERN BOUNDARY OF PARCEL 11:029:0059, AND AT THE SAME TIME MODIFY THE SOUTHERN BOUNDARY OF PARCEL 11:029:0043 TO CREATE A 300–FOOT WIDE STRIP OF TMB ZONED LAND ALONG LFAB'S TIMPANOGOS HIGHWAY FRONTAGE. THE TOTAL LAND AREA OF BOTH THE TM ZONE AND TMB ZONES IS PROPOSED TO REMAIN THE SAME FOLLOWING THE THIS BALANCED LAND USE ZONE CHANGE.

THE LFAB TMB ZONE IS LOCATED WITHIN THE SKYE AREA PLAN. TEXAS INSTRUMENTS UNDERSTANDS THAT A ZONE CHANGE THAT MODIFIES THE TMB BOUNDARY OF PARCEL 11:029:0059 WILL REQUIRE A SKYE AREA PLAN AMENDMENT.

MOVING A PORTION THE TM BOUNDARY EAST ALSO PRECIPITATES A LOT LINE ADJUSTMENT BETWEEN PARCELS 11:029:0043 AND 11:029:0059. TO DATE TEXAS INSTRUMENTS HAS RECEIVED CONCEPT APPROVAL OF THE THE PROPOSED LOT LINE ADJUSTMENT FROM THE PLANNING COMMISSION,

TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11:029:0059 AREA = 381 AC ZONE - TMB

TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11:029:0036 AREA = 100 AC ZONE - TM

TEXAS INSTRUMENTS INCORPORATED. PARCEL ID 11:029:0043 ZONE - TM

LFAB1

LFAB2 - FUTURE

LFAB SITE

TRAIL EASEMENTS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE

EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)

EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)

EXITING PARCEL LINE TO BE ADJUSTED

AREA = 25.69 AC REMOVED FROM TMB ADDED TO TM

EXISTING TI BNDY & 100 FOOT SETBACK ADJOINING COMMERCIAL REMAIN UNCHANGED

PROPOSED NEW ADJUSTED EAST BNDY OF PARCEL 11:0290043

TRAIL EASEMENTS AND SETBACKS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE

AREA REMAINS IN TMB AS PARCEL 11:029:0059

300'

EXISTING TI BNDY 100 FOOT SETBACK ADJOINING SR–92 (TYP)

AREA = 25.69 AC REMOVED FROM TM ADDED TO TMB

B99 LFAB SITE

TEXAS INSTRUMENTS

LEHI, UTAH

PROPOSED ZONE CHANGE AND SKYE AREA PLAN AMENDMENT

10/11/23

Ruckhill

Project No:

Project Coord:

Eng. Coord:

	Date	Description	By

Approvals

EC	N/A	Arch	Struct
Mech	Process	Elect	Controls

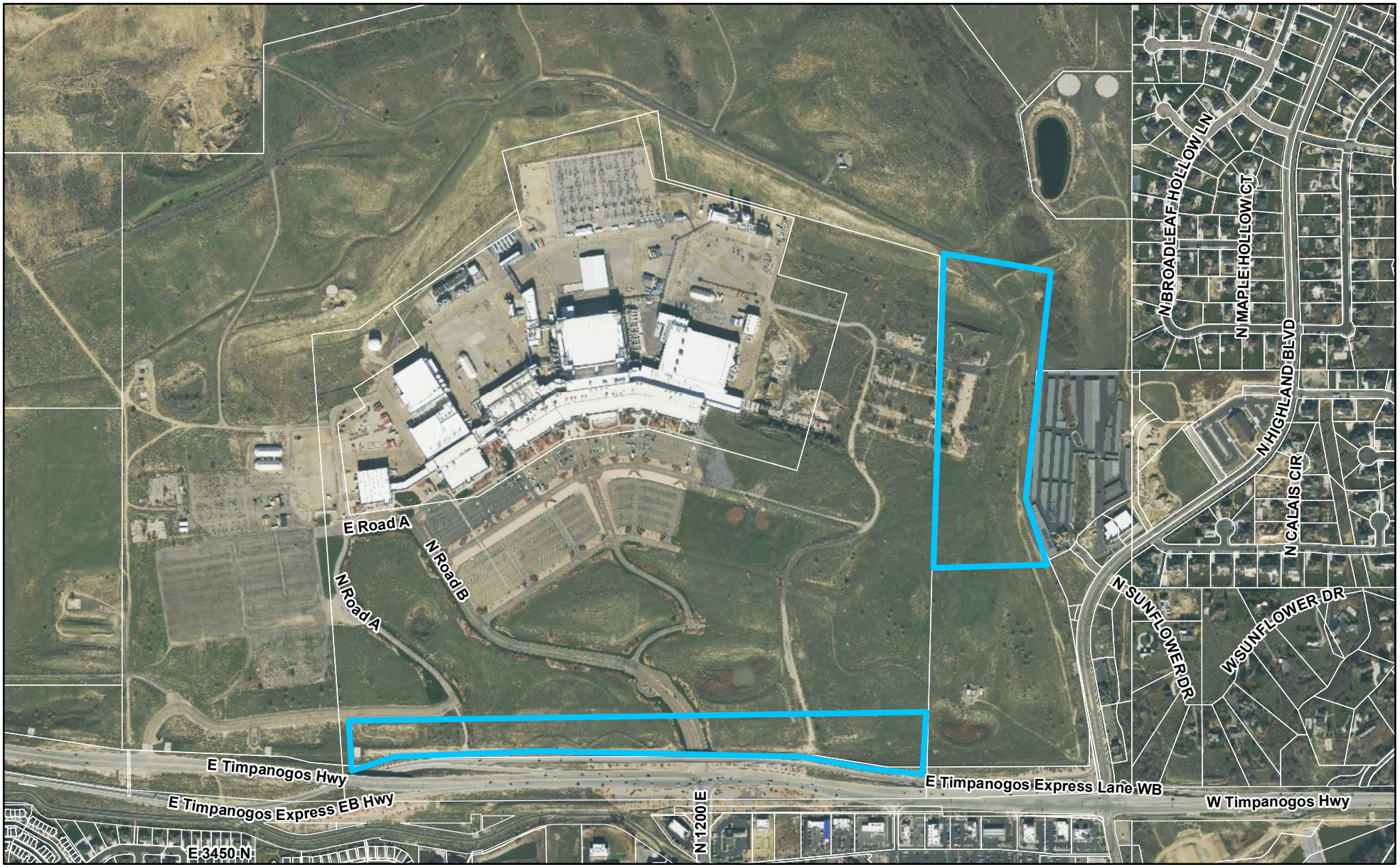
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CAD File:

Scale: 1"= 400' ON 24X36
1"= 800' ON 11X17

Texas Instruments Skye Area Plan Amendment

Aerial

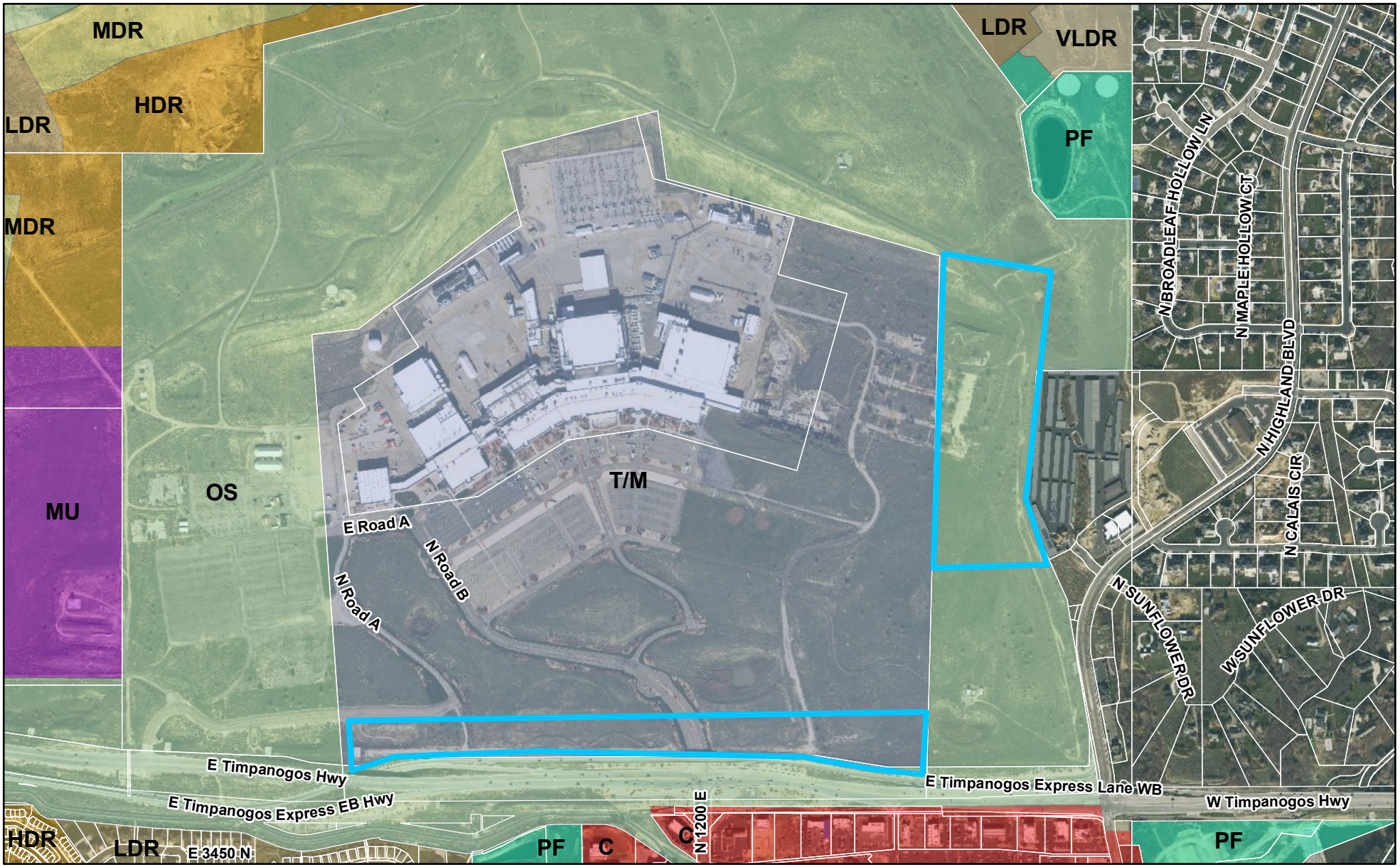


0 1,000 2,000 Feet

LEHI CITY

Texas Instruments Skye Area Plan Amendment

General Plan



LEHI CITY

Texas Instruments Skye Area Plan Amendment

Zoning



0 1,000 2,000 Feet

LEHI CITY

Agenda Item No: 19

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #68 approval of the TI Zone Change located at approximately 4000 North Flash Drive changing the zoning on 25.69-acres west of the facility from Planned Community (PC) to Technical Manufacturing (TM) and another 25.69-acres to the south of the facility from TM to PC.

Suggested Action:

Attachments:

CC Staff Report Texas Instruments Zone Change 12.12.23.docx

Texas Instruments Zone Change DRC 10.25.23.docx

Ordinance - TI Property Zone Change 12.12.23.docx

Zone Change and Area Plan Narrative.pdf

Aerial Map.pdf

Texas Instruments Map.pdf

General Plan Map.pdf

Zoning Map.pdf

TEXAS INSTRUMENTS ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Texas Instruments
Meeting Date	December 12, 2023
Requested Action/Purpose	Approval of a proposed zone change
Decision Type	Legislative
Location	4000 N Flash Drive
Acreage	51.38 acres
Existing Zoning	Planned Community(PC)/ Technical Manufacturing (T-M)
Existing General Plan Land Use Designation	Technical Manufacturing/ Open Space
Proposed Zoning Designation	Planned Community(PC)/ Technical Manufacturing (T-M)
Existing Land Use	Undeveloped
Date of DRC Review	October 25, 2023
Date of Planning Commission Review	November 2, 2023
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

June 21, 1995 Property came into the City as part of the Micron Annexation

September 19, 2023 The City Council approved the Skye Area Plan Second Amendment

October 24, 2023 The City Council approved TI's Conceptual Area Plan Amendment

REPORT ANALYSIS

The applicant requests approval of a proposed zone changes on two pieces of property located on the Texas Instruments site at 4000 North Flash Drive.

The 25.69-acre piece to the south of the facility along Timpanogos Highway is currently zoned Technical Manufacturing, and the proposal is to change it to Planned Community with the technical manufacturing buffer land use. Another 25.69-acre piece to the east of the existing facility will change from Planned Community to Technical Manufacturing. This proposal will help with the future expansion of the Texas Instruments operation.

The DRC reviewed the proposed zone change and had no redline comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or dney the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change will allow for the same amount of technical manufacturing buffer and technical manufacturing.
2. The proposed zone change will help with the future expansion of Texas Instruments.
3. Consistency with the goals and policies of the General Plan;
4. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
5. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
6. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
7. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on November 2, 2023. The minutes and motion from that meeting follow.

2.3) Public hearing and recommendation of Texas Instrument's request for review of the TI Zone Change located at approximately 4000 North Flash Drive changing the zoning on 25.69-acres west of the facility from Planned Community (PC) to Technical Manufacturing (TM) and another 25.69-acres to the south of the facility from TM to PC.
Katie Bussell presented information on the agenda item.

The applicant, Jack Berry with Rock Hill Engineering, was present to represent Texas Instruments.

Commission Chair Newall opened and closed the public hearing.

> **Motion:** Commissioner Eyre moved to recommend approval of **Texas Instrument's request for review of the TI Zone Change located at approximately 4000 North Flash Drive changing the zoning on 25.69-acres west of the facility from Planned Community (PC) to Technical Manufacturing (TM) and another 25.69-acres to the south of the facility from TM to PC;** including all DRC comments and findings stated in the report. Commissioner Everett seconded.
>
> **Vote:** Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

Texas Instruments Zone Change
DRC Redline Comments

Texas Instruments- requests review of the Texas Instruments Zone Change located at approximately 4000 North Flash Drive changing the zoning on approximately 25.69-acres west of the facility from PC to TM and another 25.69-acres south of the facility from TM to PC.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Brittney
Representatives of the Applicant Present:
Date of Plans Reviewed: 10/17/23
Time Start: 2:01pm
Time End: 2:01pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning: No comments

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 2, 2023

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2023-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 4000 NORTH FLASH DRIVE

WHEREAS, Texas Instruments, owner of property located at 4000 North Flash Drive and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have the zoning switched on two areas to Planned Community (PC) and Technical Manufacturing (T-M); and

WHEREAS, following a public hearing on November 2, 2023, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and provided a positive recommendation to the City Council on the proposed amendment; and

WHEREAS, on December 12, 2023, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of November 2, 2023; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Planned Community (PC) and Technical Manufacturing (T-M).

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 12th day of December 2023.

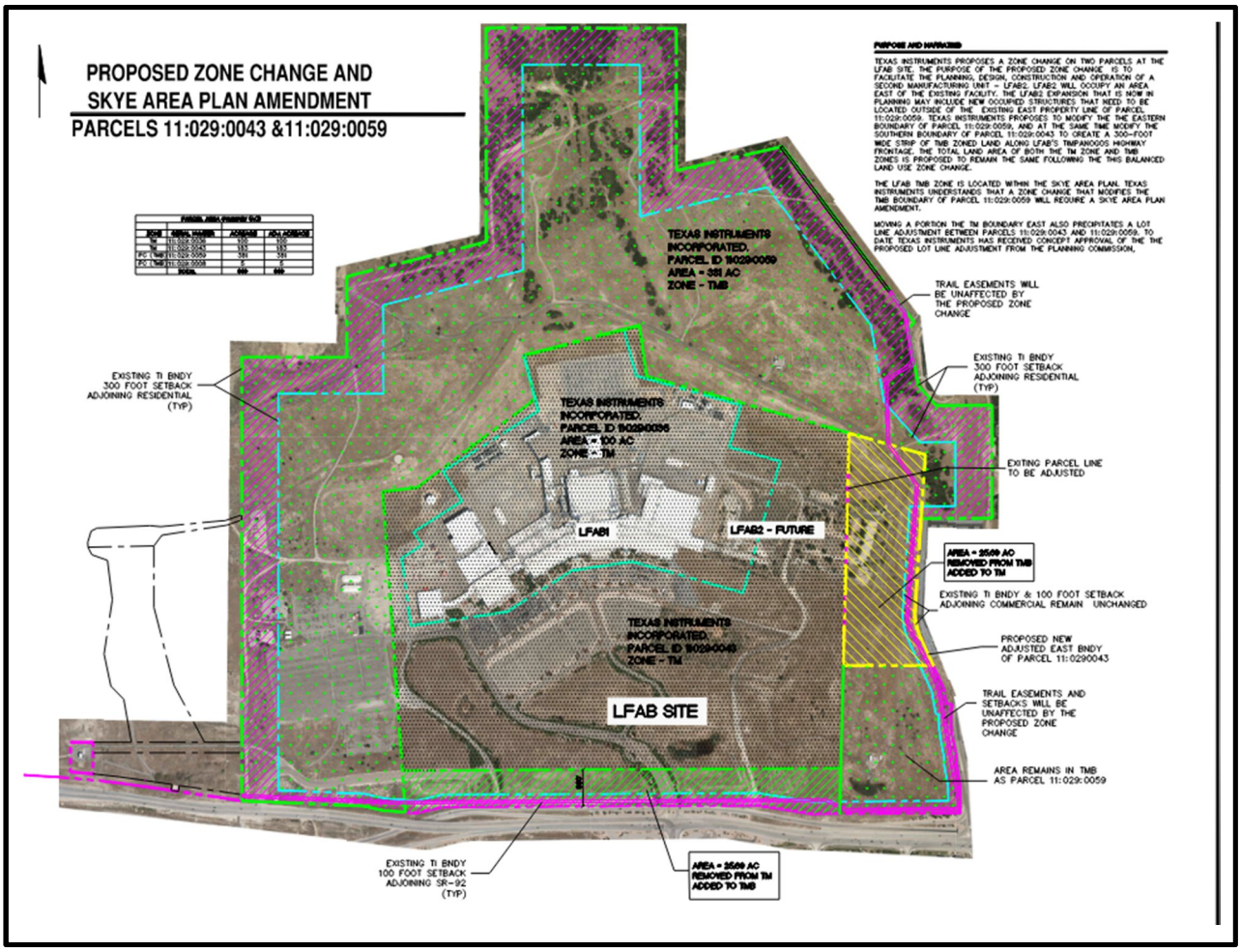
ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

TEXAS INSTRUMENTS ZONE CHANGE AREAS



Rockhill LLC
PLAN • SURVEY • ENGINEER

Ms. Brittney Harris
Lehi City Planning Division
153 N 100E
Lehi, UT 84043

10/17/2023

RE: Texas Instruments - Proposed Zone Change and Skye Area Plan Amendment - Between Parcels 11:029:0043 and 11:029:0059

Brittney,

Please refer to the attached "Proposed Zone Change and Skye Area Plan Amendment" exhibit. Texas Instruments is now programming the LFAB2 project. The LFAB2 project contemplates doubling the manufacturing clean room space at the Lehi fabrication site (LFAB). The LFAB2 expansion will take place immediately East of the existing manufacturing complex.

On two parcels at the LFAB site, Texas instruments proposes a balanced land use zone change. The purpose of the proposed zone change is to facilitate a second manufacturing unit – LFAB2. LFAB2 will occupy an area East of the existing manufacturing facility. The LFAB2 expansion may include new occupied structures that need to be located outside of the existing East property line of Parcel 11:029:0059. Texas Instruments proposes to modify the eastern boundary of Parcel 11:029:0059, and at the same time modify the southern boundary of Parcel 11:029:0043 to create a 300-feet wide strip of TMB zoned land along LFAB's Timpanogos Highway frontage.

The total land area of both the existing TM and TMB zones will remain unchanged by this proposal. This zone change proposes only to change the shape of existing land use zones on the LFAB site. The LFAB TMB zone is located within the Skye Area Plan. Texas Instruments understands that a proposed zone change will modify the boundary of the TMB and precipitate a Skye Area Plan Amendment. This is why Texas Instruments is requesting both a zone change, and area plan amendment.

Rockhill LLC
PLAN • SURVEY • ENGINEER

Moving a portion of the TM boundary East also requires that a Lot-line-adjustment be completed between Parcels 11:029:0043 and 11:029:0059. To date Texas Instruments has received concept approval of the proposed Lot-line-adjustment from the Lehi Planning Commission.

Please contact me if you have any questions regarding this transmittal.

Thank you,

"Jack"

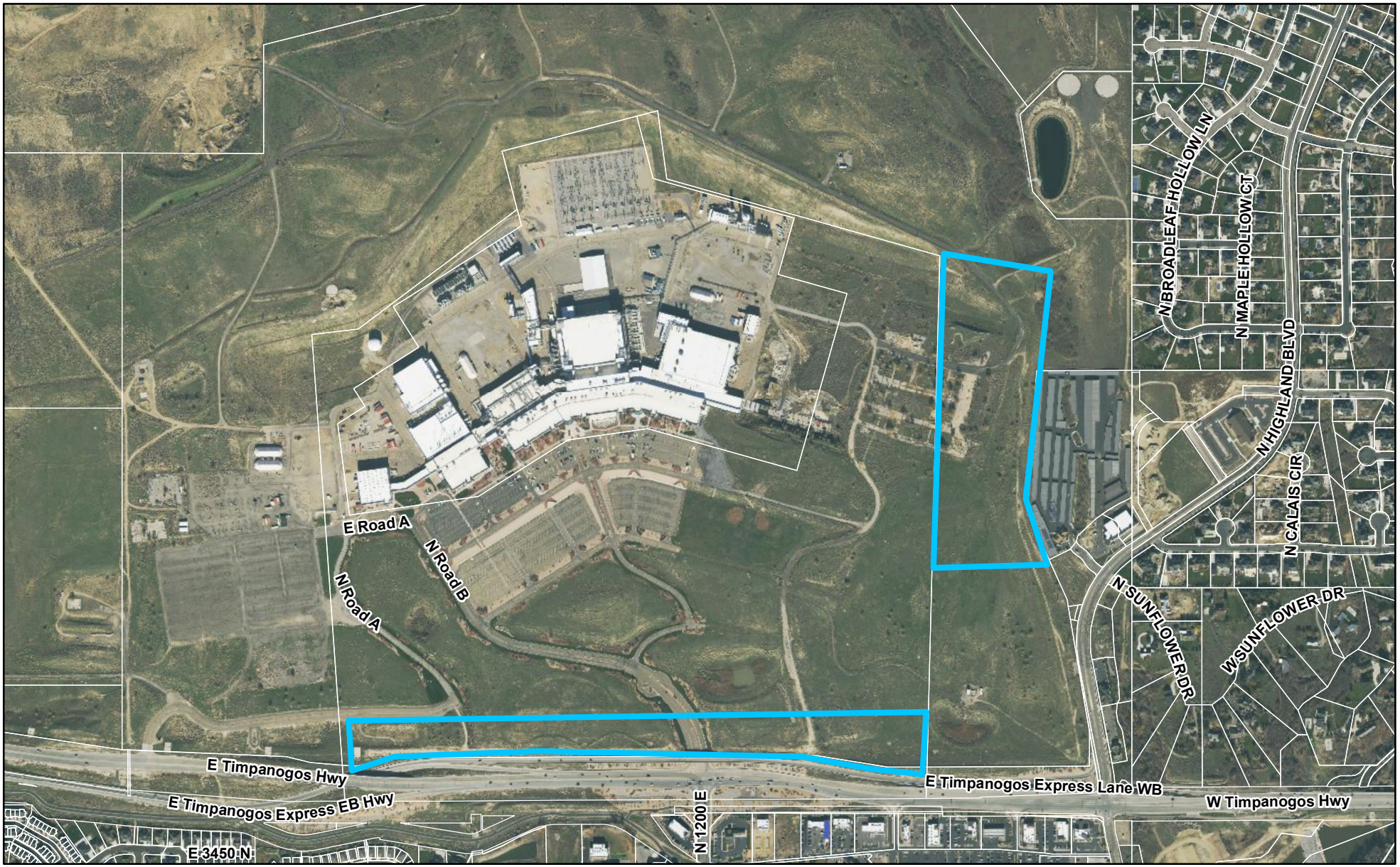
John R. Berry PE, PLS

Rockhill LLC

jack@rockhillengineering.com

Texas Instruments Zone Change

Aerial



LEHI CITY

PROPOSED ZONE CHANGE AND SKYE AREA PLAN AMENDMENT
PARCELS 11:029:0043 &11:029:0059

PARCEL AREA SUMMARY (AC)			
ZONE	SERIAL NUMBER	ACREAGE	ADJ. ACREAGE
TM	11:029:0036	100	100
TM	11:029:0043	183	183
PC (TMB)	11:029:0059	381	381
PC (TMB)	11:029:0008	5	5
	TOTAL	669	669

PURPOSE AND NARRATIVE:

TEXAS INSTRUMENTS PROPOSES A ZONE CHANGE ON TWO PARCELS AT THE LFAB SITE. THE PURPOSE OF THE PROPOSED ZONE CHANGE IS TO FACILITATE THE PLANNING, DESIGN, CONSTRUCTION AND OPERATION OF A SECOND MANUFACTURING UNIT – LFAB2. LFAB2 WILL OCCUPY AN AREA EAST OF THE EXISTING FACILITY. THE LFAB2 EXPANSION THAT IS NOW IN PLANNING MAY INCLUDE NEW OCCUPIED STRUCTURES THAT NEED TO BE LOCATED OUTSIDE OF THE EXISTING EAST PROPERTY LINE OF PARCEL 11:029:0059. TEXAS INSTRUMENTS PROPOSES TO MODIFY THE THE EASTERN BOUNDARY OF PARCEL 11:029:0059, AND AT THE SAME TIME MODIFY THE SOUTHERN BOUNDARY OF PARCEL 11:029:0043 TO CREATE A 300–FOOT WIDE STRIP OF TMB ZONED LAND ALONG LFAB'S TIMPANOGOS HIGHWAY FRONTAGE. THE TOTAL LAND AREA OF BOTH THE TM ZONE AND TMB ZONES IS PROPOSED TO REMAIN THE SAME FOLLOWING THE THIS BALANCED LAND USE ZONE CHANGE.

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MOVING A PORTION THE TM BOUNDARY EAST ALSO PRECIPITATES A LOT LINE ADJUSTMENT BETWEEN PARCELS 11:029:0043 AND 11:029:0059. TO DATE TEXAS INSTRUMENTS HAS RECEIVED CONCEPT APPROVAL OF THE THE PROPOSED LOT LINE ADJUSTMENT FROM THE PLANNING COMMISSION,

TEXAS INSTRUMENTS INCORPORATED.
PARCEL ID 11:029:0059
AREA = 381 AC
ZONE - TMB

TEXAS INSTRUMENTS INCORPORATED.
PARCEL ID 11:029:0036
AREA = 100 AC
ZONE - TM

TEXAS INSTRUMENTS INCORPORATED.
PARCEL ID 11:029:0043
ZONE - TM

LFAB1

LFAB2 - FUTURE

LFAB SITE

TRAIL EASEMENTS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE

EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)

EXISTING TI BNDY 300 FOOT SETBACK ADJOINING RESIDENTIAL (TYP)

EXITING PARCEL LINE TO BE ADJUSTED

AREA = 25.69 AC REMOVED FROM TMB ADDED TO TM

EXISTING TI BNDY & 100 FOOT SETBACK ADJOINING COMMERCIAL REMAIN UNCHANGED

PROPOSED NEW ADJUSTED EAST BNDY OF PARCEL 11:0290043

TRAIL EASEMENTS AND SETBACKS WILL BE UNAFFECTED BY THE PROPOSED ZONE CHANGE

AREA REMAINS IN TMB AS PARCEL 11:029:0059

300'

EXISTING TI BNDY 100 FOOT SETBACK ADJOINING SR–92 (TYP)

AREA = 25.69 AC REMOVED FROM TM ADDED TO TMB

B99 LFAB SITE

TEXAS INSTRUMENTS

LEHI, UTAH

PROPOSED ZONE CHANGE AND SKYE AREA PLAN AMENDMENT

10/11/23

Ruckhill

Project No:
Project Coord:
Eng. Coord:

	Date	Description	By

Approvals

EC	N/A	Arch	Struct
Mech	**Process**	**Elect**	**Controls**

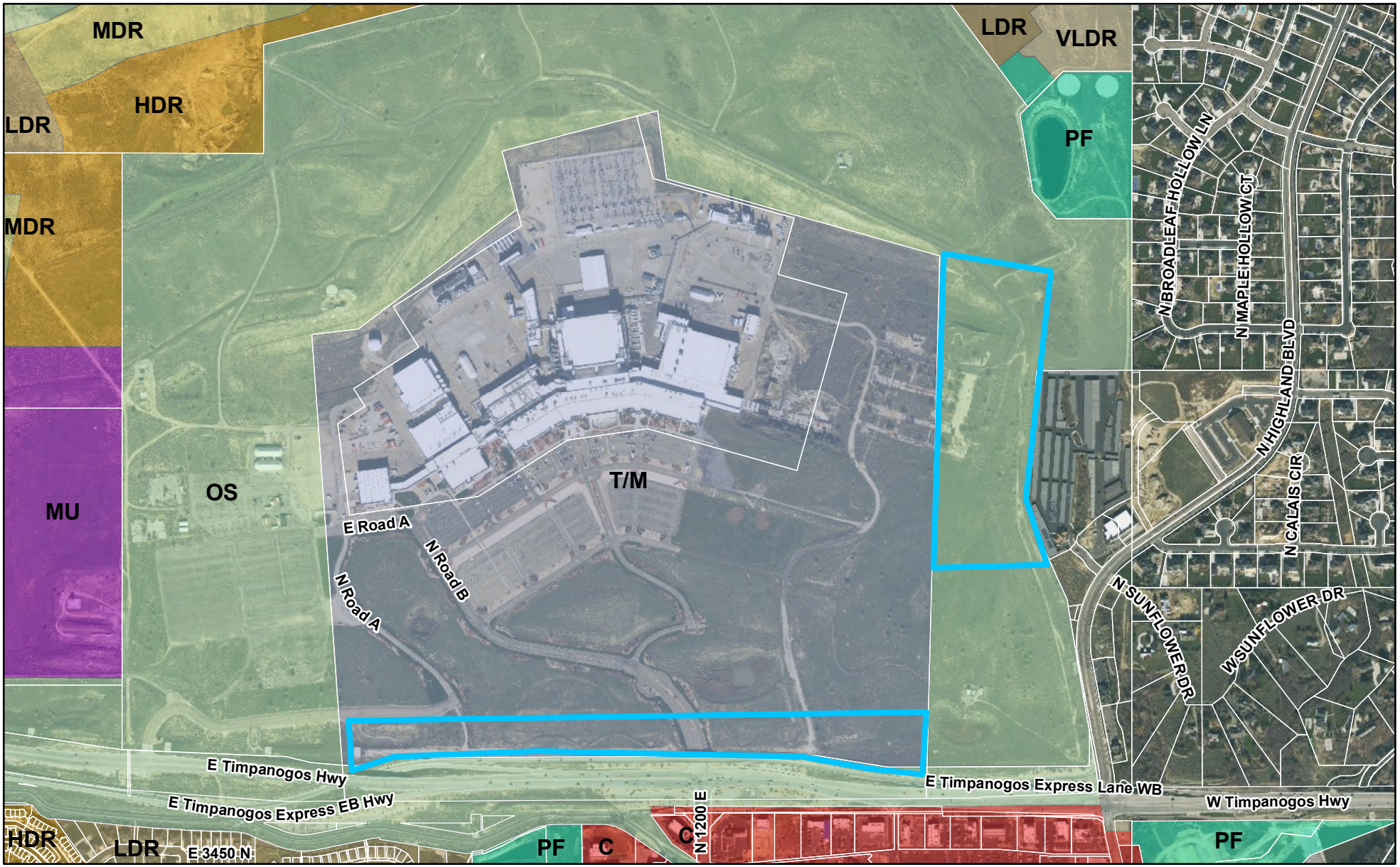
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CAD File:

Scale: 1"= 400' ON 24X36
1"= 800' ON 11X17

Texas Instruments Zone Change

General Plan



LEHI CITY

Texas Instruments Zone Change

Zoning



0 1,000 2,000 Feet

LEHI CITY

Agenda Item No: 20

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #69-2023 approval of the Berry Property Zone Change located at 116 South 600 East changing the zoning on 1.18-acres from Transitional Holding (TH-5) to Neighborhood Commercial (NC). -*This item has been pulled from the Agenda*

Suggested Action:

Attachments:

CC Staff Report Berry Property Zone Change 12.12.23.docx

Berry Property Zone Change DRC 10.25.23.docx

Ordinance - Berry Property Zone Change 12.12.23.docx

Berry Property Zone Change Narrative.pdf

Berry Aerial.pdf

Berry General Plan.pdf

Berry Zoning.pdf

BERRY PROPERTY ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Tracy Tanner		
Meeting Date	December 12, 2023		
Requested Action/Purpose	Approval of a proposed zone change		
Location	116 South 600 East		
Project Area	1.18-acres		
Existing Zoning	TH-5 (Transitional Holding)		
Proposed Zoning	NC (Neighborhood Commercial)		
Existing General Plan Land Use Designation	NC (Neighborhood Commercial)		
Adjacent Zoning and Land Use	*North*	TH-5	Single family residential
	South	MU	Single family residential/Karl Malone Training Center
	East	C	Jack & Jill Lanes
	West	PF	Lehi City Outdoor Pool
Date of DRC Review	October 25, 2023		
Date of Planning Commission Review	November 2, 2023		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

NEIGHBORHOOD COMMERCIAL (NC) The Neighborhood Commercial (NC) classification is to allow for smaller-scale retail and service-oriented businesses and can provide basic goods and services to residential areas. Developments within this zone should be designed for a sensitive transition between commercial and residential uses.

Commercial Development- Strategy 1

Designate local neighborhood commercial nodes that provide day to day small-scale businesses and services. Neighborhood commercial nodes allow residents to meet daily needs within close proximity to their homes, reducing the distance required to travel by car, or eliminating it altogether. These services could include small grocery stores, cafes, professional services, and small medical offices. New developments should be encouraged to provide access to neighborhoods by alternative modes of transportation such as biking or walking.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;

5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

October 15, 1999 This property was annexed into Lehi City as part of the Peck-Berry-Yates Annexation.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from Transitional Holding (TH-5) to Neighborhood Commercial on 1.18 acres of property located at 116 South 600 East. This property is shown as NC on the General Plan, so the zone change request is consistent with the General Plan.

The applicant's narrative states that the parcel is ideal for neighborhood commercial because it has mixed use and commercial uses on most of the surrounding parcels.

A concept plan was approved by the Planning Commission that showed that the property would be used for an indoor pickleball facility, a small office space, and required parking.

The DRC had one informational redline comment related to future water dedication:

1. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the NC Zone is 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water.

Please consider the DRC comment in the motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on November 2, 2023. The minutes and motion from this meeting are as follows:

2.6) Public hearing and recommendation of Tracy Tanner's request for review of the Berry Property Zone Change located at 116 South 600 East changing the zoning on 1.18-acres from Transitional Holding (TH-5) to Neighborhood Commercial (NC).

Katie Bussell presented information on the agenda item.

The applicant, Dan Ford, was present. The owners were also present. They are applicants with Tracy Tanner. One of the concerns was the neighborhood Commercial zoning. The constriction of the size was an issue, and a lot of this size can fit a large building. The applicants went through a general plan amendment. DRC recommended an exception and asked for a variance for the size of the building.

Commissioner Eyre inquired if the Karl Malone center was larger than what they were asking for. Kim Struthers stated the footprint of Karl Malone is close to 20,000 Sq ft.

Commission Chair Newall opened the public hearing and acknowledged the online comment that was submitted by Megan Butler. Megan was concerned with the building shadowing the surrounding property and extension of the hours. She was opposed to the item and asked the Commissioners not to approve the exception.

Liz Anderson is opposed to neighborhood commercial in this zone. She is not happy with the ask and feels like they got a bad zone on their plan. She agreed that neighborhood commercial is not an issue, just not a good place for this area. She asked that the Commissioners remembered this change down the road for exceptions.

Commission Chair Newall closed the public hearing.

Motion: Commissioner Eyre moved to recommend approval of **Tracy Tanner's request for review of the Berry Property Zone Change located at 116 South 600 East changing the zoning on 1.18-acres from Transitional Holding (TH-5) to Neighborhood Commercial (NC);** including all DRC comments and findings stated in the report. Commissioner Jackson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Eyre, yes. The motion passed unanimously.

Berry Property Zone Change
DRC Redline Comments

Tracy Tanner- requests review of the Berry Property Zone Change, 1.18-acres located at 116 South 600 East, changing the zoning from TH-5 (Transitional Holding) to NC (Neighborhood Commercial).

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob
Representatives of the Applicant Present: Tracy Tanner, Woody Berry, Liz Raff
Date of Plans Reviewed: 10/17/23
Time Start: 2:27 pm
Time End: 2:32 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:

1. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the NC Zone is 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON NOVEMBER 2, 2023.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2023-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT 116 SOUTH 600 EAST

WHEREAS, Tracy Tanner, applicant for property located at 116 South 600 East and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as NC (Neighborhood Commercial); and

WHEREAS, following a public hearing on November 2, 2023, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on December 12, 2023, City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of November 2, 2023; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Neighborhood Commercial.

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously

adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 12th day of December 2023.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

BERRY PROPERTY ZONE CHANGE

Legal Description: COM S 1753.56 FT & W 22.62 FT FR N 1/4 COR. SEC. 16, T5S, R1E, SLB&M.; S 0 DEG 2' 18" W 44.01 FT; N 88 DEG 25' 53" E 14.59 FT; S 0 DEG 13' 9" W 91.68 FT; S 88 DEG 24' 33" W 385.18 FT; N 0 DEG 56' 21" E 135.88 FT; N 88 DEG 25' 37" E 368.74 FT TO BEG. AREA 1.182 AC.

Zone Change Amendment Application

Date: October 25, 2023

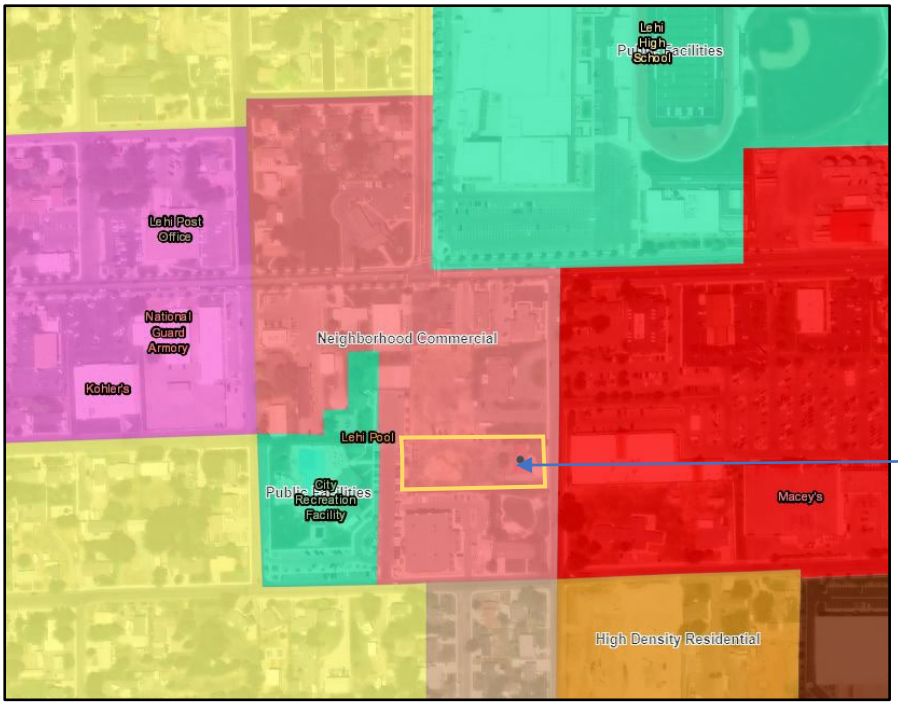
Property Location: 116 S 600 E, Lehi, UT 84043

Applicant: Dan Ford (Agent), 801-420-0137

Owner: Marna Berry Trust

Lehi City Current General Plan:

The current general plan for the location is Neighborhood Commercial. It is bordered by Commercial, MU – Commercial / Residential, High Density Residential, Low Density Residential, and Public Facilities.



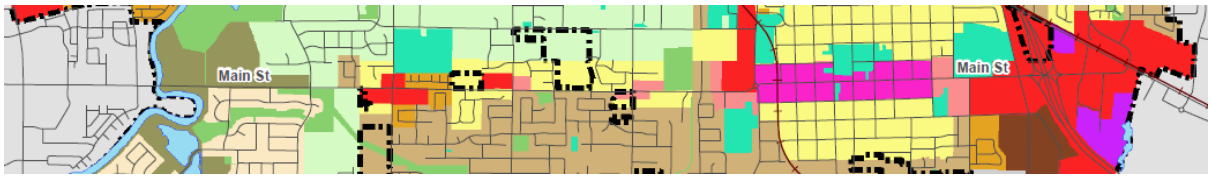
Legend

VLDR - Very Low Density Residential	LI - Light Industrial
LDR - Low Density Residential	T/M - Technical / Manufacturing
MDR - Medium Density Residential	TOD - Transit-Oriented Development
HDR - High Density Residential	MU - Commerical / Residential
C - Commercial	OS - Open Space
C-H - Commercial Heavy	ESA - Environmentally Sensitive Area
NC - Neighborhood Commercial	PF - Public Facilities

Reason and Justification to the General Plan

Main Street Lehi is a great location for commercial businesses. From the on and off ramp of I-15 going west it provides great visibility and access for retail, office, business, and commerce. This location has Mixed Use to the West and Commercial to the East. There are two blocks from 400 E to 600 E that is zoned Neighborhood Commercial. (See Figure 1)

Figure 1



The Neighborhood Commercial District zone is created to "allow for the development of smaller-scale retail and service-oriented businesses that are compatible with the adjacent neighborhoods. Development within this zone should be designed for a sensitive transition between the Neighborhood Commercial uses and surrounding residential areas." (Lehi City Development Code Page 5-3) Most of the surrounding areas are commercial uses. (See Figure 2)

Figure 2



The reason for the request to Neighborhood Commercial zoning is to match the General Plan designation. The concept plan requests a building larger than the 5,000 square foot allowance in the neighborhood commercial zone, but the Planning Commission does have discretion to consider increases in building size. A larger building would provide a way to "enhance employment opportunities, to strengthen the city's tax base, and ensure high quality design and functionality of commercial areas". (Lehi City Development Code Page 5-3)

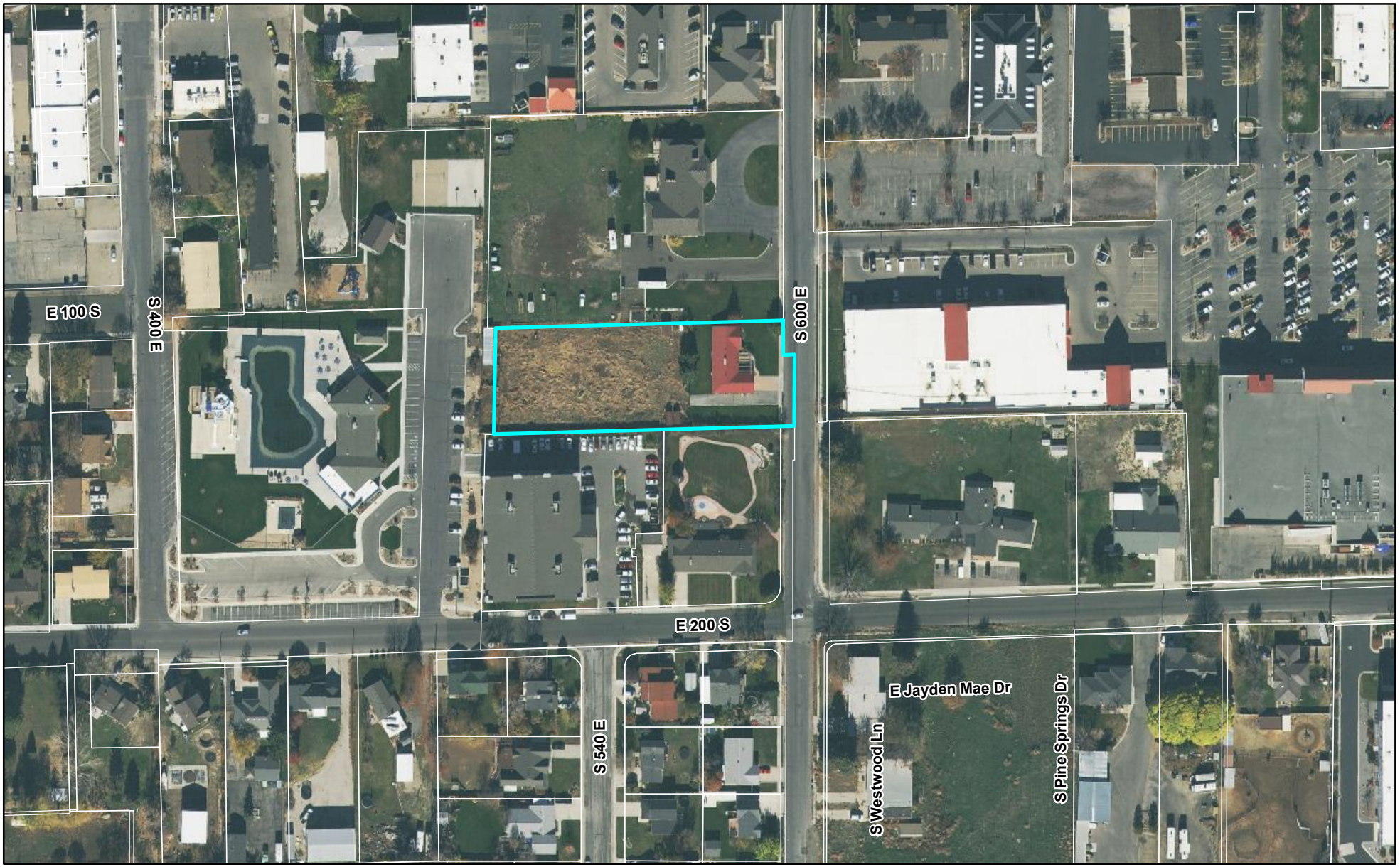
Additional Images of the Location.





Berry Property Zone Change & Tanner Indoor Pickleball Concept

Aerial

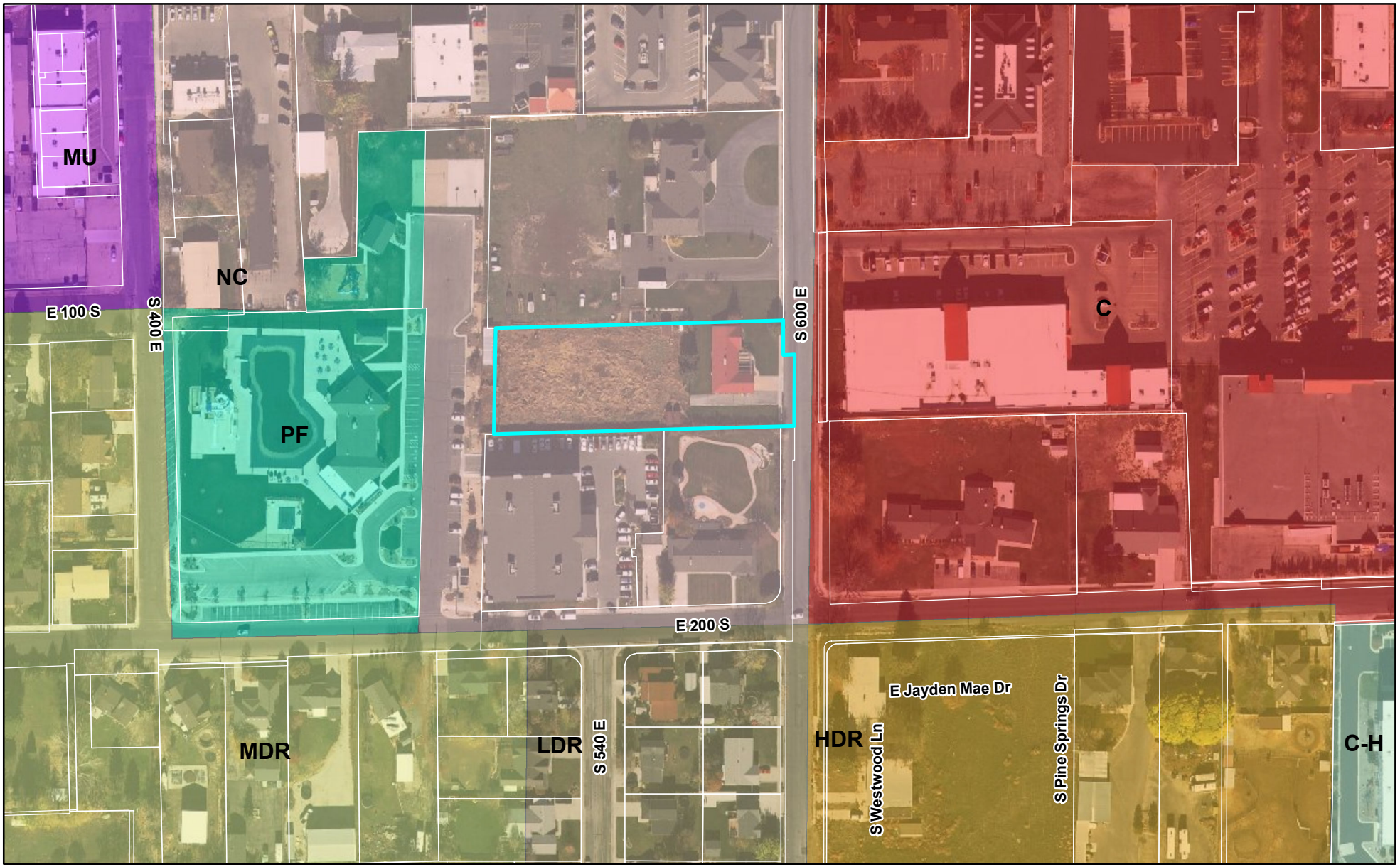


0 210 420 Feet

LEHI CITY

Berry Property Zone Change & Tanner Indoor Pickleball Concept

General Plan

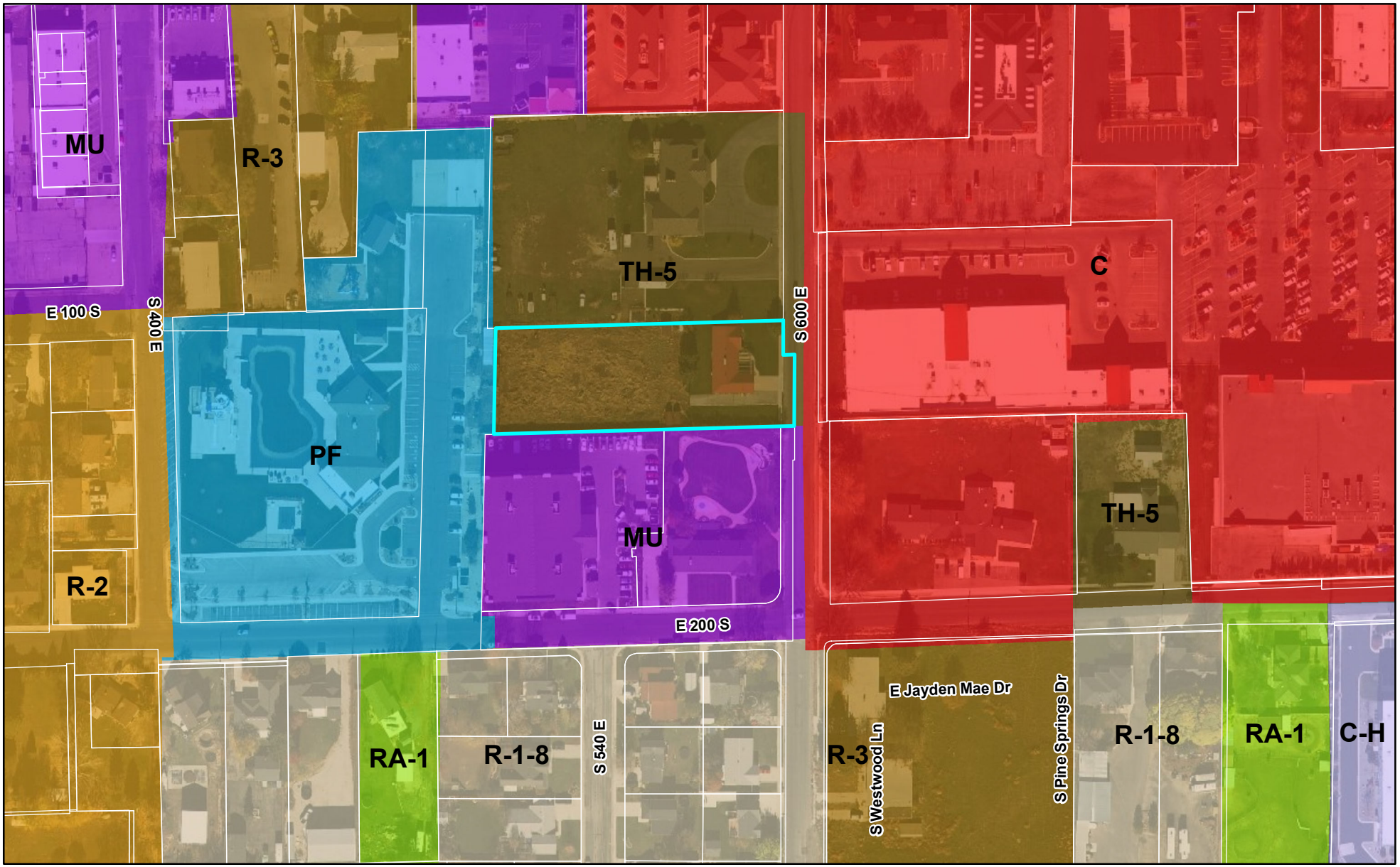


0 210 420 Feet

LEHI CITY

Berry Property Zone Change & Tanner Indoor Pickleball Concept

Zoning



0 210 420 Feet

LEHI CITY

Agenda Item No: 21

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of the Park Place Suites Condominium plat, approving the creation of 9 separate units in the approved Mixed-Use building located at approximately 2600 North and 1200 West.

Suggested Action:

Attachments:

CC Staff Report Park Place Suites Condo Plat 12.12.23.docx

Park Place Suites Condo Plat DRC 11.29.23.docx

Park Place Suites Condo Plat and CCRs.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

PARK PLACE SUITES CONDOMINIUM PLAT
CITY COUNCIL REPORT

Applicant	Parker Johnson		
Meeting Date	December 12, 2023		
Requested Action/Purpose	Approval of a final subdivision		
Location	Approximately 2600 North and 1200 West		
Existing Land Use	Undeveloped		
Existing Zoning	Mixed-Use		
General Plan Land Use Designation	Mixed-Use		
Number of Lots/Units	9 Units		
Adjacent Zoning and Land Use	*North*	Rail Trail	Rail Trail
	South	Commercial	Quick Quack Carwash
	East	Rail Trail	Rail Trail
	West	Commercial	Dialysis Center
Date of DRC Review	November 29, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.320. Condominium Plats.

A. Reference is made to Section 57-8 Utah Code for definition and specific requirements.

B. Building permits for condominium units may be issued following approval of the final plat by the City Council as provided by this Code. The building permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Chief Building Official.

C. All condominium plats shall be filed in the office of the Utah County Recorder following completion of construction and before acceptance of improvements.

PROPERTY HISTORY

August 20, 2003	Property came into the City as part of the Deer Meadow Annexation
March 1, 2022	City Council approved the Park Place Suites General Plan Amendment to Mixed-Use
November 15, 2022	City Council approved the Park Place Suites Zone Change to Mixed-Use
September 13, 2023	DRC approved the Park Place Suites Site Plan

REPORT ANALYSIS

The applicant requests approval of the Park Place Suites Condominium Plat located at approximately 2600 North and 1200 West. This proposal is to condominiumize the already approved site plan. This process will create four residential units and five office suites that can be sold as its own unit. The Code does not have many regulations on Condominium Plats, though it does state that the plat can only be recorded after the construction is done and before

all utilities are signed off on. The applicant has indicated an interest in being able to record before the construction work is done to help finance the project. This would require an amendment to the Development Code.

The approved Park Place Suites Site Plan did meet all Code requirements.

The DRC reviewed the proposed Park Place Suites Condo Plat and had three redline comments, mostly to clarify the Plat and the Declaration of Condominium.

1. Please either include an explanation on the plat that units are residential, and suites are commercial OR relabel all to units and specify "commercial unit" or "residential unit" As currently presented it is very confusing.
2. Be consistent with your use of units and suites if you are going to use them to differentiate. The reference name changes which is confusing.
3. Is paragraph 2 on page A-13 supposed to say "may complete"?

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or approve with modifications the proposed condominium plat. Any motion should include findings. Possible findings include:

1. The proposed condominium plat meets/does not meet the requirements of the Development Code.
2. The corresponding site plan has received approval and meets the requirements of the Development Code.
3. Other findings based upon information presented at the public meeting.

Park Place Suites Condo Plat
DRC Redline Comments

Parker Johnson- requests review of the Park Place Suites condominium plat, creating 9 separate units in the approved mixed-use building located at approximately 2600 North and 1200 West.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob
Representatives of the Applicant Present: Ryan Hales, Parker Johnson, Curtis Miner
Date of Plans Reviewed: 11/14/23
Time Start: 5:23pm
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:
1. Please either include an explanation on the plat that units are residential, and suites are commercial OR relabel all to units and specify "commercial unit" or "residential unit" As currently presented it is very confusing.
2. Be consistent with your use of units and suites if you are going to use them to differentiate. The reference name changes which is confusing.
3. Is paragraph 2 on page A-13 supposed to say "may complete"?

PRIOR TO RECORDING OF PLAT:
1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).

DRC GENERAL COMMENTS:
1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

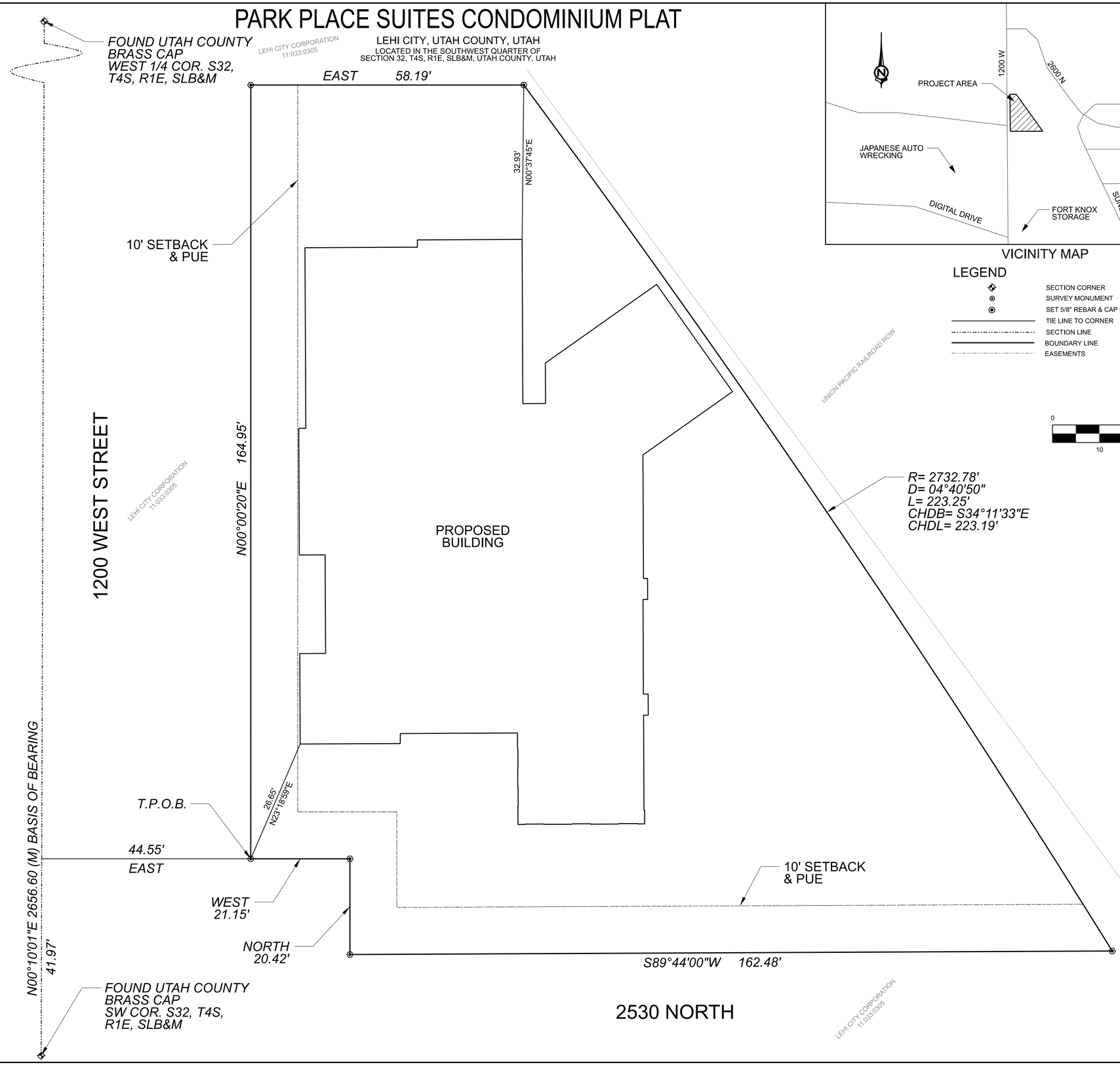
THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON DECEMBER 12th

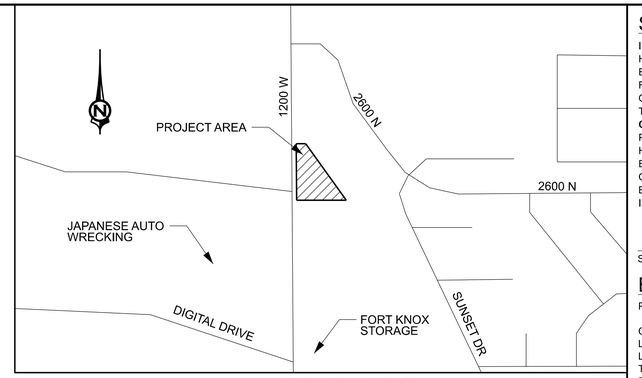
Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, T4S, R1E, SLB&M, UTAH COUNTY, UTAH





VICINITY MAP

LEGEND

- SECTION CORNER
- SURVEY MONUMENT
- SET 5/8" REBAR & CAP L.S. #7173588
- TIE LINE TO CORNER
- SECTION LINE
- BOUNDARY LINE
- EASEMENTS

0 20

10

SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLDEN JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 7173588 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS TO BE KNOWN AS **PARK PLACE SUITES CONDOMINIUMS**. I FURTHER CERTIFY THAT SAID SURVEY WAS COMPLETED IN ACCORDANCE WITH PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I CERTIFY THAT I HAVE VERIFIED ALL LAND MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED ALONG THE EXTERIOR BOUNDARY AS SHOWN ON THIS PLAT. I MAKE NO CERTIFICATION TO THE ACCURACY OR COMPLIANCE WITH THE GENERAL NOTES SHOWN HEREON. I HEREBY STATE THAT THE LAND BOUNDARIES SHOWN ON THIS PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

SURVEYOR (SEE SEAL BELOW) DATE

BOUNDARY DESCRIPTION

PARK PLACE SUITES BOUNDARY DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. RUNNING THENCE NORTH 00°10'01"EAST 41.97 FEET ALONG THE SECTION LINE AND EAST 44.55 FEET TO THE TRUE POINT OF BEGINNING; RUNNING N 00°00' 20" E 164.95 FEET; THENCE EAST 58.19 FEET; THENCE PARALLEL TO AND WESTERLY FROM THE CENTERLINE OF THE EXISTING UNION PACIFIC RAILROAD TRACKS ALONG THE ARC OF A 2732.78 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 223.25 FEET (CHORD BEARS S 34°11'33"E 223.19 FEET); THENCE S 89°44'00"W 162.48 FEET; THENCE NORTH 20.42 FEET; THENCE WEST 21.15 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.51 ACRES OR 22,305 SQFT MORE OR LESS

OWNERS CERTIFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENT THAT WE, THE UNDERSIGNED ARE OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN THIS MAP, DO HEREBY:

1. CERTIFY (A) THAT WE ARE THE SOLE OWNERS OF FEE SIMPLE TITLE TO THE LAND SHOWN ON THIS RECORD OF SURVEY MAP, (B) THAT WE HAVE CAUSED A SURVEY OF THIS LAND DESCRIBED HEREON TO BE MADE AND THIS RECORD OR SURVEY MAP, CONSISTING OF THREE (3) PAGES TO BE DESCRIBED HEREON;

2. CONSENT TO THE RECORDATION HEREOF WITH THE INTENTION THAT UPON SUCH RECORDATION, AND THE CONCURRENT RECORDATION OF THAT CERTAIN CONDOMINIUM DECLARATION FOR THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT SHALL APPLY TO THE PROPERTY DESCRIBED HEREON;

3. CONVEY UNTO THE RESPECTIVE PRIVATE UTILITY COMPANIES AND PUBLIC UTILITY AGENCIES PROVIDING THE UTILITY SERVICES IN QUESTION, THEIR SUCESSORS AND ASSIGNS A PERPETUAL NON-EXCLUSIVE EASEMENT IN, THROUGH, ALONG, AND UNDER ALL COMMON AREAS SHOWN HEREON WHICH ARE NOT COVERED BY BUILDINGS, FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, CABLE TELEVISION, SEWER, AND WATER LINES AND APPURTENANCES THERETO SERVING THE PROJECT, TOGETHER WITH THE RIGHT TO ACCESS THERETO; AND IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20___

PARK PLACE SUITES LLC, LAURA HALES (OWNER/MANAGER)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
S.S.
COUNTY OF UTAH)

ON THIS _____ DAY OF _____, 20 ___, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE/THEY IS/ARE THE _____ OF _____, BY AUTORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NUMBER

NOTARY PUBLIC (SIGNATURE) RESIDING IN UTAH COUNTY, STATE OF UTAH

PRINTED NAME

MY COMMISSION EXPIRES:

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20 ___, BY THE PLANNING COMMISSION.

DIRECTOR-SECRETARY

CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20 ___,

MAYOR: _____

APPROVED: _____ CITY ENGINEER (SEE SEAL BELOW)

ATTEST: _____ CLERK/RECORDER (SEE SEAL BELOW)

PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 20'

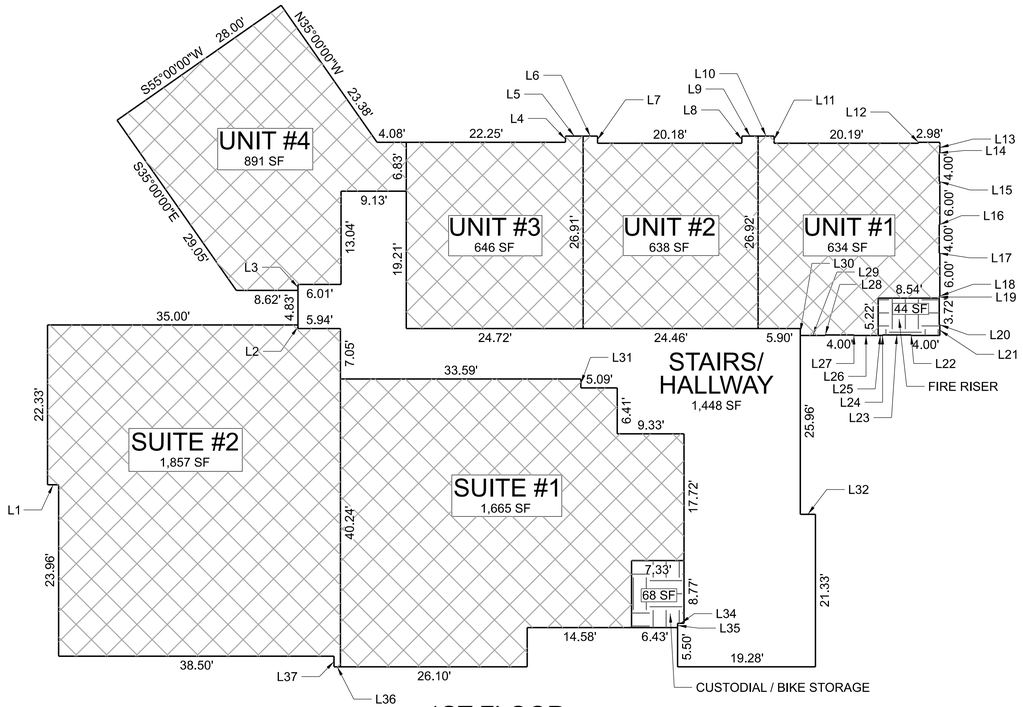
SHEET 1 OF 3

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR Dan E. Knowlden Jr. 7173588 STATE OF UTAH			

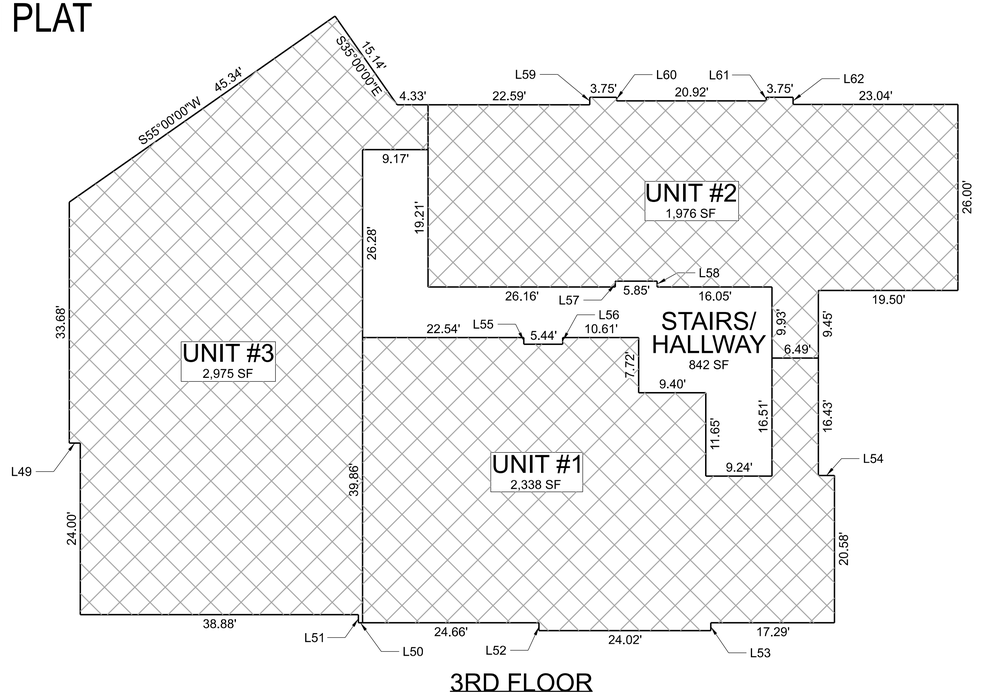
PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

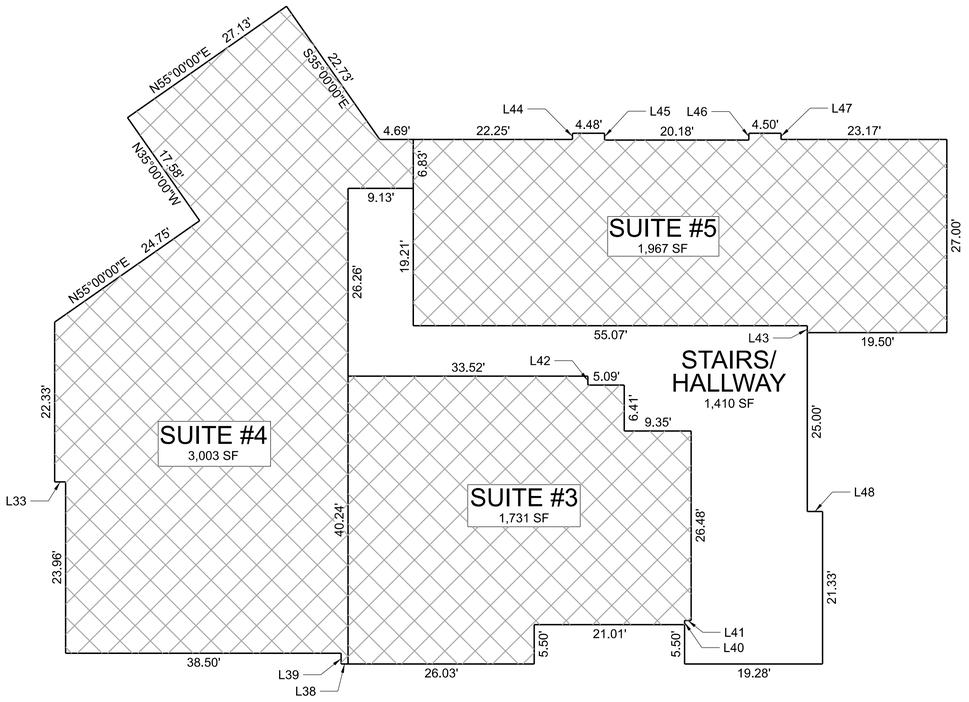
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 32, T4S, R1E, SLB&M, UTAH COUNTY, UTAH



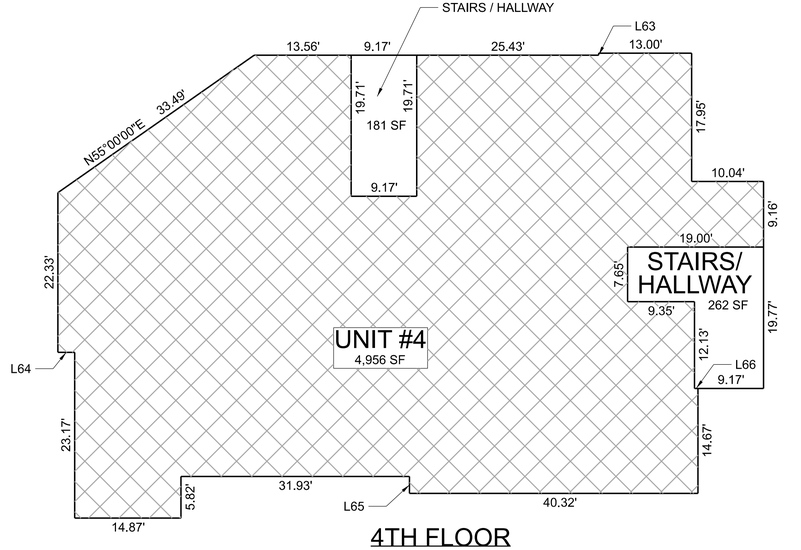
1ST FLOOR



3RD FLOOR



2ND FLOOR



4TH FLOOR

LEGEND

PRIVATE AREA

COMMON AREA

LIMITED COMMON AREA

LINE TABLE			
LINE	DISTANCE	LINE	DISTANCE
L1	1.54'	L34	0.91'
L2	0.50'	L35	0.60'
L3	0.83'	L36	0.90'
L4	0.86'	L37	1.50'
L5	2.47'	L38	0.97'
L6	2.01'	L39	1.50'
L7	0.99'	L40	0.60'
L8	1.00'	L41	0.93'
L9	2.27'	L42	1.25'
L10	2.23'	L43	0.96'
L11	1.00'	L44	0.86'
L12	0.12'	L45	0.95'
L13	1.50'	L46	0.96'
L14	0.08'	L47	0.88'
L15	0.08'	L48	2.12'
L16	0.08'	L49	1.54'
L17	0.08'	L50	0.57'
L18	0.07'	L51	1.12'
L19	0.28'	L52	1.10'
L20	0.07'	L53	1.10'
L21	1.50'	L54	2.25'
L22	0.06'	L55	0.93'
L23	4.00'	L56	0.93'
L24	0.06'	L57	0.81'
L25	0.61'	L58	0.81'
L26	3.39'	L59	1.04'
L27	0.06'	L60	0.50'
L28	0.06'	L61	0.50'
L29	3.50'	L62	1.00'
L30	0.96'	L63	0.29'
L31	1.25'	L64	2.34'
L32	2.12'	L65	2.36'
L33	1.54'	L66	0.48'

PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

SCALE = 1" = 20'

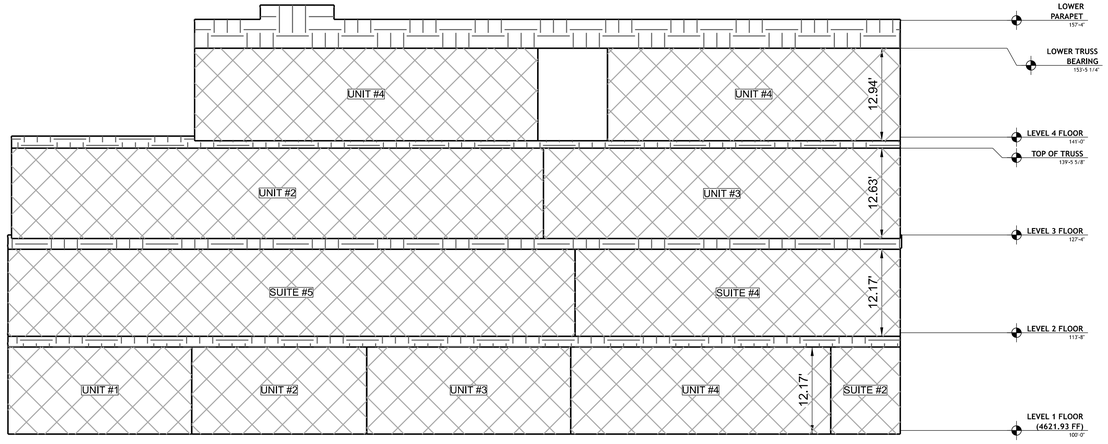
SHEET 2 OF 3

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR Dan E. Knowlden Jr. 7173588 STATE OF UTAH			

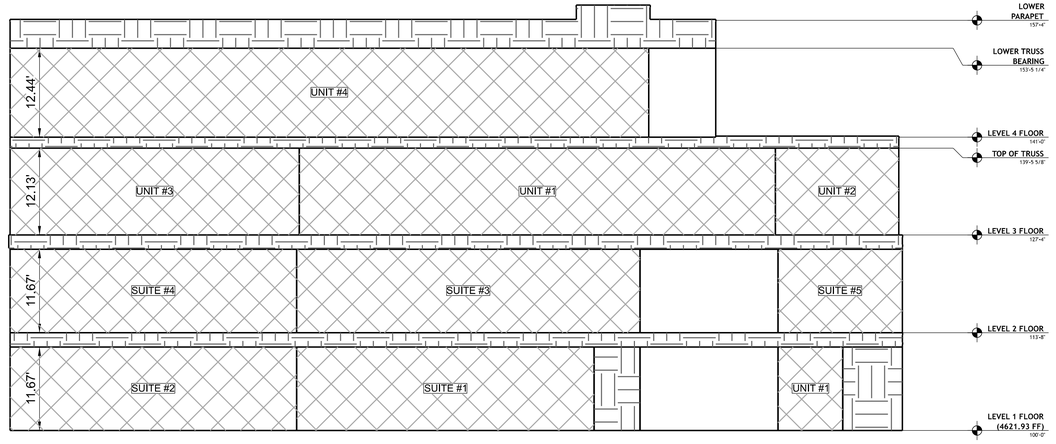
PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

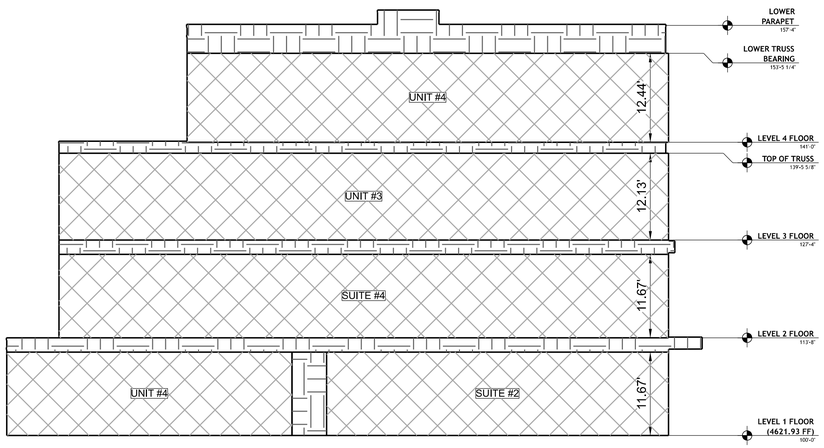
LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 32, T4S, R1E, SLB&M, UTAH COUNTY, UTAH



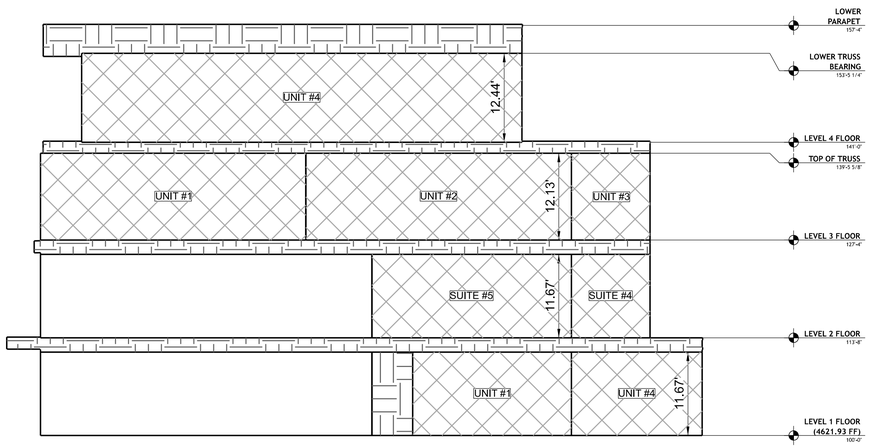
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

LEGEND

PRIVATE AREA

COMMON AREA

LIMITED COMMON AREA

PARK PLACE SUITES CONDOMINIUM PLAT

LEHI CITY, UTAH COUNTY, UTAH

SCALE = 1" = 20'

SHEET 3 OF 3

VALLEY LAND SURVEYING
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SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR Dan E. Knowlden Jr. 7173588 STATE OF UTAH			

DECLARATION OF CONDOMINIUM

FOR

LEHI LOFTS

A UTAH MIXED-USE CONDOMINIUM PROJECT

IN

UTAH COUNTY, UTAH

DRAFT

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DECLARATION OF CONDOMINIUM
FOR
Lehi Lofts

This Declaration is adopted by Park Place Suites, LLC (the "Declarant") and is effective as of the date it is recorded in the Utah County Recorder's Office.

RECITALS

1. Capitalized terms in this Declaration are defined in Article 1 or in other sections of this Declaration.

2. The Declarant hereby adopts this Declaration, which (along with and subject to any future amendments) shall be the sole Declaration for the Project.

3. This Declaration is adopted to define the rights of the Association, the Owners, and the Declarant, to provide for a general plan for managing the Project and Property, and in furtherance of the Declarant's efforts to provide an aesthetically pleasing, high quality living and working environment and to enable the Association in the future to protect and enhance the value of the Units.

4. The Declarant hereby desires to establish the Terms and Conditions for the mutual benefit and burden of the Association and all current and future Owners, Occupants, Lenders, and others acquiring any interest in the Project and/or Property.

NOW, THEREFORE, for the reasons recited above the Declarant hereby adopts this Declaration.

ARTICLE 1:
DEFINITIONS

As used herein, unless the context otherwise requires:

1.1 **"Act"** shall mean the Condominium Ownership Act codified at Utah Code Ann. §§ 57-8-1 *et seq.*, as may be amended from time to time.

1.2 **"Articles"** shall mean the Articles of Incorporation or the chartering document of any other legal entity, as may be amended from time to time, if any entity shall be formed and remain in effect for the Association.

1.3 **"Assessment"** shall mean any monetary charge imposed or assessed on an Owner by the Association as provided for in this Declaration or the Act.

1.4 **"Association"** shall refer to Lehi Lofts Condominium Owners' Association, Inc., the membership of which shall include each Owner in the Project. The Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type

of entity or if the Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

1.5 **"Balcony"** shall refer to any balcony, patio, or deck associated with any Unit.

1.6 **"Board of Directors"** or **"Board"** shall mean the body of elected or appointed people with primary authority to manage the affairs of the Association, including the responsibility and authority to make and enforce reasonable Rules covering the operations and maintenance of the Project. The Board of Directors is synonymous with "Management Committee" as that term is used in the Act.

1.7 **"Board Member"** shall mean a duly qualified and elected or appointed member of the Board of Directors.

1.8 **"Building"** shall mean the building containing the Units and Suites in the Project.

1.9 **"Bylaws"** shall mean the bylaws of the Association attached as Exhibit C, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.

1.10 **"Common Area"** shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is part of a Unit as defined herein. Unless otherwise specifically included or excluded on the Plat or in this Declaration, Common Area includes but is not limited to:

(a) All real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;

(b) All fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water that serve more than one (1) Unit;

(c) All apparatus and installations clearly intended and existing for common use including, if any, stairways, roofs, tanks, pumps, ducts, fans, compressors, wiring, and central or common installations and equipment to provide power, light, water, heating, air conditioning, and garbage disposal;

(d) All Limited Common Areas;

(e) All windows and window frames on the exterior of the Building, including those on the exterior boundary of Units and Suites.

(f) All doors of any kind on the exterior boundary of a Unit or Suite that lead to an exterior hallway or Balcony (including sliding doors), and associated thresholds, jams, hinges, doorbells, chimes, handles, and locks and all components therein.

(g) All roadways and parking areas in the Project that are not otherwise specifically dedicated to a governmental body or by other means specifically excluded from the Project in the Plat or Declaration; and

(h) All other parts of the Project necessary or convenient to its existence, maintenance, safe operations, or normally in common use.

The definition of Common Area in this Declaration shall supersede the definition of "Common Area and Facilities" in the Act and shall apply in all instances when the term "Common Areas and Facilities" is used in the Act.

1.11 **"Common Expenses"** shall mean the actual and estimated costs for: (a) administration, maintenance, repair, or replacement of the Common Areas; (b) maintenance, repair, and replacement of those aspects of the Units and Suites which are maintained by the Association as provided for in this Declaration (if any); (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (d) utilities (other than utilities that are separately metered and/or charged to the Units), extermination, landscape maintenance, and other related services; (e) insurance and bonds required or allowed by this Declaration; (f) amounts deposited in reserves; (g) other charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (h) any other expenses of the Association arising from the operation of the Association and not otherwise excluded from Common Expenses by the Governing Documents or any applicable law.

1.12 **"Declarant"** shall mean Park Place Suites, LLC, and the successors and assigns of Declarant's rights herein.

1.13 **"Declaration"** shall mean this Declaration, including all attached exhibits, which, other than the Bylaws, are hereby incorporated by reference into the Declaration and shall be part of the Declaration, and any and all amendments to this Declaration.

1.14 **"Director"** shall mean a duly qualified and elected or appointed member of the Board of Directors or "Management Committee member."

1.15 **"Electronic Transmission"** or **"Electronically Transmitted"** means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.

1.16 **"Governing Documents"** shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, and any other documents or agreements binding upon all of the Owners.

1.17 **"Lender"** shall mean a holder of a mortgage or deed of trust on a Unit or Suite.

1.18 **"Limited Common Area"** shall mean a portion of the Common Area specifically designated in this Declaration or the Plat for the exclusive use of Owners of one or more Units or Suites to the exclusion of other Owners. Conveyance of a Unit or Suite includes the use of the Limited Common Area designated for the use of the Owner of the Unit or Suite.

1.19 **"Manager"** shall mean any Person engaged by the Association to manage the Project.

1.20 **"Occupant"** shall mean any Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or Suite in the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit or Suite against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or

occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit/Suite or of any unauthorized entry and use of the Unit/Suite (which shall include the duty to verify the physical condition and occupancy of the Unit/Suite at least monthly if it is left unoccupied).

1.21 **"Owner"** shall mean the Person or Persons who have record title to a Unit or Suite, including those who hold a fee simple interest in the Unit or Suite (in whole or in part), according to the records of the Utah County Recorder; however, Owner shall not include a trustee for a deed of trust. Declarant shall be considered the record Owner of any Unit prior to its initial conveyance by Declarant.

1.22 **"Person"** shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.

1.23 **"Plat"** shall mean the record of survey map or maps of the Project (the "condominium plat" as used in the Act) recorded in the records of the Utah County Recorder and all amendments and supplements thereto.

1.24 **"Project"** shall mean the land, whether leasehold or in fee simple, the Building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; as defined by the Plat and this Declaration and including the Units and Suites, the Common Area, and the Limited Common Areas. Project as defined in this Declaration is intended to have the same definition as "Property" as defined in the Act.

1.25 **"Property"** shall mean the property legally described in Exhibit A and all easements and rights appurtenant thereto.

1.26 **"Rules"** shall mean and refer to the rules adopted by the Board.

1.27 **"Terms and Conditions"** shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.

1.28 **"Undivided Interest"** shall mean the interest of that Owner (expressed as a percentage in Exhibit B to this Declaration) in the Common Areas, which shall be applicable for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in this Declaration or the Act.

1.29 **"Unit"** shall mean and refer to an individual condominium unit, unit, or condominium, (all as defined in the Act), which shall consist of a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a Building, and which is identified on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Undivided Interest appurtenant to such Unit. Each Unit is designated as either a Commercial Unit, also referred to as a Suite, or a Residential Unit.

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ARTICLE 2:
THE PROJECT

2.1 **Submission to the Act**. Declarant hereby submits and subjects the Parcel to a Condominium Project pursuant to the Act, and in furtherance thereof, makes and declares the Terms and Conditions contained in this Declaration, and Declarant hereby declares and agrees that the Condominium Project and all of the Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used and improved subject to the Terms and Conditions, which Terms and Conditions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns.

2.2 **Binding Effect of Governing Documents**. The Property is part of the Project and the Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes, easements, and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.

2.3 **Project Name**. The Project is named "Lehi Lofts" and is located entirely in Utah County, Utah.

2.4 **Nature of the Project**.

(a) The Project primarily consists of one (1) stacked Building with four (4) Residential Units, each with a separate two-car garage, five (5) Commercial Units, and a parking lot. The principal materials of which the Building is constructed are brick, concrete, decorative metal and glass.

(b) **Identification of Units**. All of the Units are referenced specifically and identified by location on the Plat.

2.5 **Registered Agent**. The registered agent of the Association shall be as provided for in the entity filings of the Association with the State of Utah. The Board may approve a change in the registered agent of the Association without any need for Owner consent.

ARTICLE 3:
DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND UNDIVIDED INTERESTS

3.1 **The Unit**.

(a) The distinct Unit number that identifies the Unit on the Plat may or may not be consistent with the mailing address of the Unit.

(b) Subject to further specification in this Declaration, each Unit consists of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat,

and all interior partitions and other fixtures and improvements within such boundaries. The horizontal boundaries of each Unit shall be the underside of the finished but unpainted or decorated ceiling of each level of the Unit, and the top of the finished but undecorated floor of each level in the Unit. The vertical boundaries of each Unit shall be the interior of the finished but undecorated walls located on the perimeter lines (boundary) of the respective levels of the Units as shown on the Plat. All framing, concrete, and other structural components in the walls, floors, or ceilings on the vertical and horizontal boundaries of a Unit (as designated on the Plat) and all framing, structures, and concrete in any bearing walls are part of the Common Area. Generally, all wallboard, dry wall, concrete, and framing in walls, ceilings, and floors on the boundaries of the Unit are not part of the Unit and are Common Area. All materials constituting any part of the finished surfaces or of the decorating in the Unit are part of the Unit. Generally, all paneling, tile, wallpaper, paint, carpet, hardwood flooring, linoleum, and other materials constituting any part of the finished surfaces or installed on the finished surfaces in a Unit are part of the Unit. All parts of exposed concrete structural components in the Building (including the surface) in or on the boundary of a Unit shall be Common Area. All parts of non-bearing walls and partitions inside the boundaries of a Unit (walls not on the exterior boundary of a Unit) are part of the Unit.

(c) Each two-car garage shall constitute a part of the Residential Unit designated on the Plat or in this Declaration.

(d) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, power, air, sewer lines, or any other similar fixtures located inside the designated vertical and horizontal boundaries of a Unit and those between the point at which the same enter the Owner's Unit and the closer of the point where the same join the utility lines serving another Unit or exit the Building, are part of the Unit.

(e) Variances between the Plat and as-built construction. The boundaries of the Building or a Unit constructed or reconstructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the Plat and those of the Building or Unit.

(f) Each Unit, together with its Undivided Interest in the Common Areas, shall, for all purposes, constitute real property and may be individually conveyed and encumbered and may be inherited or devised by will. Any Unit may be held and owned by more than one Person as joint tenants or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the state of Utah.

(g) Each Unit shall be assessed separately for taxes, assessments, and other charges of the state of Utah or of any political subdivision or special improvement district or of any other similar authority. The Common Area shall not be subject to separate taxation or assessment.

(h) Each Owner may separately convey, encumber, or mortgage the Owner's Unit. No Owner may encumber the Common Areas, except to the extent of the Undivided Interest in the Common Area appurtenant to the Unit. The provisions of this Declaration shall be superior to any such interest and in the event of any foreclosure (judicial or otherwise) the Person taking title shall be subject to this Declaration.

(i) All doors/windows on the interior or exterior of any Unit (including doors bordering a Unit and the interior Building hallways and doors (sliding or otherwise) to exterior balconies), and associated thresholds, jams, hinges, doorbells, chimes, handles, and locks and all components therein, are part of the Unit.

(j) Any portion or element of a Unit visible to the public from the exterior of the Unit is subject to the Association's right to promulgate Rules and Regulations, including design guidelines or architectural standards.

3.2 **Limited Common Area**.

(a) The Limited Common Area associated with each Unit shall consist of areas identified on the Plat or in this Declaration as Limited Common Area.

(c) Balconies set forth on the Plat shall be Limited Common Area appurtenant to the Unit through which they are accessible.

(d) Any windows, shutters, awnings, doors, porches, or other apparatus intended to serve a single Unit, but located outside the boundaries of the Unit, shall constitute a Limited Common Area pertaining to that Unit exclusively.

(e) Should it be unclear from the Plat or this Declaration if a particular area is Common Area or Limited Common Area, the Board shall have absolute authority in determining the proper designation of that area.

(f) If any area designated as Limited Common Area in the Plat, the Declaration, or (if unclear) by the Board, is not physically associated with a particular Unit and is not identified as pertaining to a particular Unit in the Plat or this Declaration, the Board may determine to which the Unit the Limited Common Area pertains based on the following factors: advice of counsel, fairness to all Owners, and any established use, each of which shall have equal weight but none of which shall be individually determinative.

(g) The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.3 **Undivided Interest of Each Unit in the Votes of the Association**. The Owners of each Unit shall be entitled to vote their Undivided Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Undivided Interests shall be as provided for on Exhibit B. Any difference in square footage, location, size, value, or other aspect of any Unit shall not be a reason to alter or change any Undivided Interest.

3.4 **Plat**. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Association and the Project. If any conflict exists between the Plat and this Declaration, this Declaration shall control.

ARTICLE 4:
MAINTENANCE, REMODELING, AND UTILITIES

4.1 **Owner Responsibility**.

(a) The Owner of a Unit shall furnish and be responsible for, at the Owner's own expense and consistent with any design guidelines the Board may adopt, all of the cleaning, maintenance, repair, and replacement of all of the following with regard to the Owner's Unit or Limited Common Area:

(1) All doors to Balconies and to Common Area hallways, including thresholds, jams, hinges, doorbells, chimes, handles, and locks (regardless of whether they are part of the Common Area or Unit);

(2) All paneling, tile, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;

(3) All interior windows, skylights, and door glass or equivalent materials, and related frames, sashes, casings, jambs, interior sills, exterior seals and weatherstrip (regardless of whether they are part of the Common Area or Unit) (including the interior and exterior cleaning of such interior windows and door glass);

(4) All drywall, wallboard, or similarly functioning materials within the Unit;

(5) All framing, insulation, and other materials associated with interior nonbearing walls;

(6) All fixtures, appliances, and other improvements in the Unit;

(7) The Garage and overhead Garage door;

(7) If permitted by the Board, all carpet, sunshades, or other coverings installed on the Balcony adjacent to the Unit; and

(8) All equipment, lines, pipes, wiring, equipment, and fixtures related to the provision of: sewer and water drainage and removal, hot and cold water, power, natural gas, Internet, television, telephone, and any other utility service, wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively.

(b) Without the prior approval of the Board, an Owner shall not replace or make any alterations, repairs, or modifications to the surface of any door, door glass, or side light facing the interior Building hallway, Common Area, or any part of the exterior of the Building including any door that the Owner is obligated to maintain, such as Balcony doors. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular Person,

or that they comply with particular materials or aesthetics requirements or other standards. The Board may adopt reasonable s and design guidelines related to the oversight and approval of any and all repairs made to Units.

(c) The Owner shall be responsible for keeping the following areas in a clean and sanitary condition and free of pests, birds and rodents:

(1) The Unit, including the Garage;

(2) Any Balcony appurtenant to the Unit (the Owners' responsibility shall include the replacement and repair of any carpet or other surface material the Board allows to be installed on any Balcony);

(3) Any Limited Common Area storage areas associated with the Unit; and

(4) The interior surface of any window on the exterior boundary of the Unit.

(d) Limited Common Areas. The Board may set forth in the Rules complete restrictions on all or some items or specific restrictions or guidelines on what may or may not be kept, installed, or left on or in any Balcony, any storage area, or other Limited Common Area.

(e) Parking Spaces. Subject to an Owner's obligation to comply with Rules related to parking areas that may include requirements to keep such areas free of clutter, debris, and other items, the Association shall be responsible for cleaning parking areas.

(f) The Association may establish rules, policies, or guidelines to address areas of maintenance, repair, replacement, or cleaning unidentified or unresolved by this Declaration and to establish maintenance, repair, replacement, or cleaning responsibilities and standards for components, fixtures, and areas in between, on, or straddling areas of different maintenance responsibility.

4.2 **Association Responsibility**.

(a) Except as maintenance and cleaning obligations are otherwise assigned to the Owners or others in this Declaration, the Association shall repair, maintain, replace, and clean the Common Area, which shall include but not be limited to the obligation to repair, maintain, replace, and clean (as appropriate) the following:

(1) All foundations, concrete pillars, and suspended concrete slabs and pads;

(2) All framing and structural components of the building including the exterior and bearing walls, roof, ceilings and floors;

(3) Insulation in exterior walls, bearing walls, or in any wall on the boundary to a Unit;

(4) The exterior surfaces of the Buildings and all components that are a part of the exterior surface of the Buildings including window exteriors;

(5) Balconies and stairways on the exterior of any Unit and any railings associated therewith (including any water penetration related thereto);

(i) To the extent that an Owner places anything on a Balcony that accelerates or increases the maintenance, repair, and replacement

expenses related to the Unit's Balcony, the Association may assess all or part of the maintenance, repair, and replacement costs to the Unit Owner.

(6) The roofs, rain gutters, heat tape (electricity for heat tape may be derived from a Unit served by the heat tape), fascia, soffits, and all related components;

(7) All equipment, lines, pipes, wiring, equipment, and fixtures related to the provision of: sewer and water drainage and removal, hot and cold water, power, natural gas, Internet, television, telephone, and any other utility service, wherever they might be located, to the extent they serve more than one Unit;

(8) All Common Area hallways and common spaces;

(9) All Limited Common Areas, except as otherwise set forth in this Declaration;

(10) The parking lot; and

(11) All landscaping.

(b) The Association shall have the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject only to the obligation to get approvals for material alterations to the Project). The Association shall do all such other and further acts that the Board deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration.

(c) Maintenance of Limited Common Area. The Owner shall also be responsible for making sure Limited Common Areas are maintained in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Board of Directors may, by rule or resolution, designate the maintenance responsibilities related to the Limited Common Area. In absence of any rule or resolution designating the maintenance responsibilities of the other Limited Common Areas, the following provisions shall apply to maintenance of the Limited Common Areas not specifically identified in 4.2(a):

(1) The Association shall be responsible for repairing and maintaining any structural portions of the Limited Common Areas including but not limited to any concrete, railings, and original structures.

(2) Subject to the Rules and design guidelines the Board adopts, the Owner shall be responsible for repairing, replacing, and maintaining all of the following to the extent located in Limited Common Areas: lighting fixtures, fans, plumbing, intercoms, security systems, doors, electrical components, and such other fixtures, structures, and decorations an Owner may install.

(d) Owner Approval for Certain Improvements. Improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

(1) Any improvement (repair, replacement, modification, or upgrade) to the Project that does not materially alter the Project may be authorized by the Board alone.

(2) A material alteration to the Project is the installation of a previously non-existent and materially significant fixture or permanent removal of a materially significant fixture such as a hot tub. General interior remodeling, the updating of existing fixtures such as boilers, electrical systems, plumbing equipment, and the addition or removal of signs or small structures are not material alterations to the Project.

(3) Regardless of its cost and prior to being constructed or started, any improvement that would materially alter the Project must be authorized by the vote of Owners holding at least fifty-one percent (51%) of the Undivided Interests at a meeting called for that purpose and must be approved of by the Board. No material alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners.

(e) Standard of Maintenance. The Board shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area and Limited Common Area, so long as those areas are maintained in the best interests of the Owners and consistent with the standards of an upscale mixed-use condominium project.

(f) Assessment of Maintenance Expenses to Specific Owner. Subject to the provisions related to insurance responsibility and deductible allocation, if the need for maintenance or repair is caused by the fault or negligence of an Owner or an Occupant or a guest or invitee of an Owner or Occupant, the Association may assess the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.

Declarant shall have the power and authority to regulate all initial construction within the Project and impose restrictions, requirements, rules, and regulations governing any and all aspects of the construction process, including but not limited to: (1) the review and approval of plans and specifications as it relates to compliance and consistency with the governing documents, building codes, the Plat, aesthetics, consistency with existing construction within the Project, and all other standards applicable or otherwise imposed in the discretion of the Board of Directors; (2) the selection and use of materials both inside and on the exterior of any buildings; (3) staging, equipment access to the site, and parking related to construction, and (4) requirements related to the construction including but not limited to: (a) minimum specifications for construction components such as windows, electrical systems, foundations, building envelope components, heating and air conditioning components, and roofing systems, (b) requirements as designated by the Association for the installation of certain components or amenities such as electrical components as necessary to accommodate electric cars, intercom systems, satellite cable television, broadband, and fiber optics wiring, and (c) the right to require that any unfinished common area (grass, parking, landscaping, mailboxes, dumpster enclosures, etc.) be completed

consistent with specifications and requirements of the Association. These powers shall include, but not be limited to, the right to require the advance payment (or deposit for estimated costs) of any and all Association expenses, costs, and reasonable estimated damage related to the construction activities including but not limited to expenses incurred to retain necessary professionals including but not limited to architects, attorneys, engineers, superintendents, and security as appropriate in the Board's discretion. The Board of Directors shall have the power to take all appropriate and necessary action, in its discretion, to ensure that any construction and remodeling is consistent with the Declaration, the Plat, Building Codes, the long term interests of the Association in requiring good quality and long lasting infrastructure to reduce maintenance and capital expenses, and with preserving and protecting the safety and comfort of the Owners and the value of all of the Units to all Owners. Specifically, the Board of Directors is authorized to hire any necessary inspectors, at the cost of anyone conducting the construction, to ensure that all construction is consistent with the Declaration, the Plat, any city or county government requirements, the Building Codes, any manufacturer's specifications for any materials used, and any other reasonable requirements of the Board of Directors.

4.3 **Remodeling, Maintenance, and Repair of Units**.

(a) An Owner may complete any maintenance or upgrades to the interior of a Unit, not otherwise defined as remodeling, without prior approval of the Association.

(b) Remodeling. The Association may regulate and restrict remodeling within the Project. Unless and until the Association adopts Rules regulating remodeling, the following restrictions shall apply.

(1) For the purpose of this Declaration, remodeling shall include but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, tile or hardwood floors; kitchen or bathroom modifications; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, fireplaces, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; making any alteration visible from the exterior of the Unit; and any other activity generally referred to as remodeling.

(2) Before beginning any remodeling or deviating from a previously approved remodeling plan, the Owner shall:

(i) Notify the Board and provide the following: (1) a written description of the proposed remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the remodeling is expected to begin, (4) the date the remodeling is expected to be completed, (5) the names, contractor's license numbers, proof of current workers' compensation insurance, and proof of current liability insurance for all contractors and other Persons expected or required to perform work in the remodeling, if available (all of this information shall be provided to the

Association before work begins), (6) any expected nuisance that the remodeling may create such as noise or dust, (7) the Owner's proposal for mitigating any expected nuisance, (8) the location and times for delivery and storage of any construction materials or other items if they are to be delivered or stored outside of the Unit, and (9) any other information, samples, or examples required in the Rules.

(ii) Wait to begin the remodeling until the Board gives written approval. If the Association does not respond within thirty (30) days of a notice of remodeling, the Owner may not complete the remodeling to the Unit consistent with the information provided in the notice and the requirements of this Declaration. The Board may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the remodeling.

(iii) Pay or agree to pay any fees or costs required by the Board associated with reviewing or monitoring the remodeling.

(3) Without prior written permission of the Board and regardless of whether any response from the Board is timely received or not related to a request for remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area, parking lot or any roadways for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area, parking lot or roadways by vehicles, materials, or Persons, (4) any use of any Association garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling, (5) any construction work performed outside of the period of time between 8:00 a.m. and 6:00 p.m., or (6) modification or encroachment of any Common Area.

(4) The Board shall have no authority to approve of any remodeling inconsistent with the Terms and Conditions, that modifies the boundaries of any Unit from the original construction (unless any such modification is otherwise specifically allowed in this Declaration or by law), or that would cause unsafe conditions or a legal nuisance.

(c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures. The Board shall have no obligation to verify that any remodeling or other repairs and modifications to Units are completed as required herein.

4.4 **Default in Maintenance**. If an Owner or Occupant fails to: (1) maintain or clean a Unit or Limited Common Area as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably

necessary in the judgment of the Board to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Units in the Project; then the Association may take any action allowed for a failure to comply with the Declaration and may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a period of at least thirty (30) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Board may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.

4.5 **Utilities**. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner. For any utility that is collectively metered and paid by the Association, the Association shall apportion the cost and expenses among the Units receiving or utilizing that utility. The Association shall apportion those expenses in the manner that the Board deems appropriate.

4.6 **Hot Tubs/Whirlpools**. Hot tubs, whirlpools, and similar appliances or apparatuses are strictly prohibited in the Project.

ARTICLE 5:
ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

5.1 **Organization of Association**. The Association shall serve as the organizational body for all Owners.

5.2 **Modifying or Changing the Name of the Project**. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.

5.3 **Legal Organization**. The Association may be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Association, the terms in all such documents shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

5.4 **Membership**. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all

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such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

5.5 **Availability of Documents**. The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Board determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it. Subject to any legal requirements to the contrary, the Association may charge a fee for the reasonable cost of producing documents or information.

5.6 **Board of Directors**. The governing body of the Association shall be the Board of Directors elected and removed as provided in the Bylaws. The Board shall consist of no less than three (3) members. At all times, the composition of the Board shall reflect the square footage of residential versus commercial Units. For example, if the Board consists of three (3) members, two (2) shall be Residential Unit Owners and one (1) shall be a Commercial Unit Owner. The number of members on the Board of Directors may be changed only by unanimous affirmative vote of all of the then-current Directors and, at the time of any such vote, each of the three (3) positions must be filled. A change in the size of the Board shall be memorialized in an amendment to the Articles and an amendment to the Bylaws recorded with the County.

Except as otherwise provided in this Declaration or the Articles, the Board shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board. Except as may be specifically provided in the Declaration, Articles, or by applicable law; no Owner or group of Owners other than the Board may direct the actions of the Association.

5.7 **Director Requirements**. The Bylaws shall set forth the qualifications for serving as a Member of the Board of Directors and may place reasonable obligations and requirements on existing Directors to retain their membership on the Board, such as a requirement that a Director attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Director who fails to comply with the reasonable requirements, which may include some action of the remaining Directors.

5.8 **Limitation on Authority of Owners, Directors, Officers, & Board**.

(a) Except as provided herein or in the Bylaws, the Board, any individual Owner, and any individual Director or Officer shall have no authority to and may not act on behalf of the Association or the Board to:

(1) Amend or terminate any Governing Document;

(2) Elect or remove members of the Board;

(3) Establish or change the qualifications, powers and duties, requirements, or terms of Directors or of the Board; or

(4) Authorize or agree to any deviation or exception from the Terms and Conditions.

5.9 **Declarant's Rights**. During the period of administrative control, the Declarant shall exercise all powers and responsibilities otherwise assigned by the Declaration and the Act to the Association, its Directors or Officers, or the Board. The period of administrative control shall run either (a) for three (3) years from the date this Declaration is recorded or (b) until Units to which three-fourths of the Undivided Interests have been conveyed, whichever occurs first.

5.10 **No Reliance on Actions Contrary to Governing Documents**. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.

5.11 **Registration with the State**. In compliance with Utah Code Ann. § 57-8-13.1, the Association shall be registered with the state Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE 6:
GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

6.1 **Rights and Responsibilities of the Association**. The Association shall have the following rights and responsibilities, in addition to any others set forth in the Governing Documents or provided by law:

(a) Paying Expenses. The Association shall provide for the payment of Association expenses.

(b) Setting and Collecting Assessments. The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

(c) Entering Units. After having given the appropriate notice as provided for in this Declaration, the Association shall have the right, at the discretion of the Board, at all times upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.

(d) Adopting and Enforcing Rules. The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement,

clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.

(e) Hiring Managers and Delegating Responsibilities. The Association may hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the Manager, employees, or other agents as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, fines to Owners, and general and special Assessments. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. **THE BOARD OF DIRECTORS HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THESE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.**

(f) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

(g) Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a Common Expense; (3) collect rents directly from tenants, in accordance with Utah Code § 57-8-53, if Owners fail to pay Assessments; and (4) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.

(h) Enforcement. The Board shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing Documents.

(i) Reserve Fund. The Association shall establish and fund a reserve fund and obtain and update a Reserve Analysis as required in this Declaration.

(j) Preventing Conflicts with Service Providers and Vendors. Without specific authorization of the Board of Directors as documented in the minutes of the Association and after full disclosure of all aspects of the potential conflict, the Association shall not permit any paid services or materials obtained by the Association to be performed or provided by: (1) any relative of any Board Member, Manager, or of any officer, employee, or Owner of the Manager; (2) any business or entity in which any Board Member, Manager, or employee, officer, or owner of any management company employed as the Association's Manager or any relative of the same is employed or has more than a one percent (1%) ownership or beneficial interest; or (3) any business, entity, or Person with any

familial or financial relationship with any Board Member, Manager, or of any officer, employee, or owner of the Manager, or any relative of the same. The above prohibitions related to the Manager and relatives of the Manager shall not apply to the management company as it relates to providing management services or other directly contracted for services by the Manager. A relative is any Person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and Persons providing services to the Association.

(k) Establishing Hearing Procedures. The Board shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.

(l) Annual Meeting. The Board shall arrange for and conduct an annual meeting as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or law.

(m) Bulk Services Agreements. The Association shall have the right to enter into agreements, as the Board deems appropriate, for the provision of cable, television, Internet, telephone, or other similar services for all of the Units. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

(n) Review and Audit of Association Finances. The Association may have an independent accountant conduct a review of the Association's finances. The Association shall make any such review available to the Owners. Any Owner may have an audit or review conducted of the Association's records by a CPA, at that Owner's expense, and the Association shall cooperate in providing access to any records needed for that audit or review. Upon receipt of a request signed by Owners holding twenty percent (20%) of the Undivided Interests, the Board shall have an audit conducted of the Association's finances by a CPA and shall make the audit available to the Owners.

(o) Electric Cars and Charging Stations. In accordance with the Act, the Association may allow and shall have the right to regulate and impose reasonable

requirements on the installation of charging stations and the charging of electric vehicles in the Association. An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as all other applicable zoning, land use or other ordinances, or land use permits. The Association shall have the power to establish Rules implementing this section and such rules may include, but are not limited to, the following: (1) requiring the Owner to pay the cost of installation, maintenance, insurance, and power related to any charging station or vehicle charging, (2) requiring the Owner to pay the cost of measuring the power usage, (3) rules imposing charges to an Owner for reasonable estimates by the Board of Directors of power consumption when the Owner is allowed to connect to common area power without a requirement for specific metering, (4) rules imposing charges to an owner for reasonable costs of managing and administration of extra billing, power allocation, metering, or other costs associated with electric vehicle charging, (5) rules establishing standards related to the construction or use of any charging equipment or cables, (6) rules requiring that Owners pay for any costs associated with the modification to electrical systems necessary to support charging or charging equipment, (7) rules requiring proper maintenance, certification, inspections, and cleaning of any charging equipment and components, (8) rules related to the location and storage of any charging equipment, and (9) any other reasonable rules related to charging and charging stations. Unless otherwise provided for in the Rules, an Owner shall install an electric vehicle charging station inside the Garage associated with that Owner's Unit.

(p) Project Air Space, Drones, and Unmanned Aircraft. The Association shall have the right in the Rules to regulate, ban any use, and impose reasonable requirements on the use of the airspace (all airspace up to public airspace) by anyone over the Property and any structures on the Property. The Association shall also have the right to regulate, ban, and impose restrictions or requirements on the flying of any device including unmanned aircraft or drones (any remotely controlled or autonomous flying device): (1) within all airspace over the Property and (2) in any airspace within 1000 feet of the Property if the device is caused to be flown by an Owner, Occupant, or Person within the Project. Any Rules adopted by the Association that do not prohibit or allow the flying of devices in the Project's airspace shall not subject the Association to liability for damages to persons or property relating to the operation of such a device. Any Owner or tenant causing a flying device to be flown within the airspace over the Property or in violation of any Rule adopted by the Association shall: (1) be responsible for any damage caused by the device and (2) indemnify and defend the Association, its manager, and all officers and directors (past or present), from any claims related to the device. The Association shall have the power to establish Rules implementing this section and such Rules may include, and are not limited to, the following: (1) requiring Owners to provide information about and/or photographs of the device to the Association, (2) requiring flying devices to be marked with the Owner's name or other information, (3) establishing certain areas, hours, minimum or maximum height limitations, or banning flying of devices

completely, (4) banning altogether or designating required commercial drone delivery landing sites, and (5) any other reasonable Rules related to the flying of devices. Unless otherwise provided for in the Rules, all flying of drones is banned within the Project.

ARTICLE 7:
BUDGETS & ASSESSMENTS

7.1 **Purpose of Assessments**. Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project and Units; and in the furtherance of carrying out or satisfying any other responsibility or power of the Association.

7.2 **Budget and Regular Assessment**.

(a) The Board is authorized and required to prepare and adopt a budget annually. The budget shall estimate the total Common Expenses to be incurred for the next calendar year (or that calendar year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Board deems appropriate.

(b) The Board shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by multiplying the total budgeted amount by the Undivided Interest for each Unit.

(c) The Board of Directors may revise the budget from time to time as it deems appropriate throughout the calendar year and, if it intends to adjust assessments, shall provide the revised budget with notice of any revised assessments.

(d) The adopted budget for the following calendar year shall be presented to Association Owners at the annual meeting of the Owners.

7.3 **Payment of Regular Assessments**. Unless otherwise established by the Board and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.

7.4 **Adjustments to Regular Assessments**. In the event the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Undivided Interest. Upon notice of the adjustment, and unless modified by the Board, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.

7.5 **Personal Obligation for Assessment**. Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date

the Owner became an Owner. Each such Assessment, together with any interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment is assessed.

7.6 **Improvements**. Expenses for improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Board.

7.7 **Allocation of Assessments**. Except as otherwise provided herein, all Assessments (other than Special Assessments to individual Units) shall be allocated to Owners based on the Undivided Interest applicable to the Unit.

7.8 **Rules Regarding Billing and Collection Procedures**. The Board may adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Statement of Unpaid Assessment or Account Payoff Information) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

7.9 **Statement of Unpaid Assessment**. An Owner may request a statement from the Association showing an accounting of all unpaid assessments and charges to the Owner's account. The Association may set forth in the Rules the amount of the fee that the Association will charge for providing such statement; however, unless a different amount is set forth in the Rules, such fee will be twenty-five dollars ($25.00). For any valid request, the Association shall provide a written statement of account within a reasonable time. A written statement from the Association is conclusive in favor of a Person who relies on the written statement in good faith.

7.10 **Account Payoff Information**. The Association may charge a fee for providing association payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Unit. The Association may set forth in the Rules the amount of the fee that the Association will charge for providing such payoff information; however, unless a different amount is set forth in the Rules, such fee will be fifty dollars ($50.00). Within five business days of any complete payoff information request, the Association shall provide assessment payoff information needed for the closing. The provided payoff information is conclusive in favor of a Person who relies on the written statement in good faith. A request for payoff information needed for a closing must:

(a) Be conveyed in writing;

(b) Be conveyed to the primary contact person designated by the Association with the Association's registration with the Utah Department of Commerce;

(c) Contain (1) the name, telephone number, and address of the person making the request; and (2) the facsimile number or email address for delivery of the payoff information;

(d) Be accompanied by a written consent for the release of the payoff information: (1) identifying the person requesting the information as a person to whom the payoff information may be released; and (2) signed and dated by the Owner of the Unit for which the payoff information is requested.

7.11 **Special Assessments**. Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of special Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due.

7.12 **Special Assessments to Individual Units**. Special Assessments may be assessed by the Association against a particular Unit and its Owner for:

(a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;

(b) Costs associated with the maintenance, repair or replacement of a Limited Common Area assigned to such Unit if such cost is the responsibility of the Owner as provided for in this Declaration;

(c) Costs associated with the maintenance, repair or replacement of Common Area resulting from the negligent or willful act of an Owner or that Owner's guest, licensee, or invitee;

(d) Any other charge designated as pertaining to an individual Unit in the Governing Documents;

(e) Fines, late fees, collection charges, and interest; and

(f) Attorneys' fees, costs and other professional expenses relating to any of the above.

7.13 **Acceptance of Materials or Services**. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a special Assessment pertaining to that Unit, at the discretion of the Board.

7.14 **Application of Excess Assessments**. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may retain the excess in the Association's operating account as working capital, apply the excess to reserves, credit the excess against future Assessments, refund the excess to the Owners in proportion to the Undivided Interest of each Unit, or take other action with the funds permitted under this Declaration, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

7.15 **No Offsets**. All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties

and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

7.16 **How Payments Are Applied**. Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

7.17 **Loans**. Upon approval of Owners holding forty percent (40%) of the Undivided Interests by vote at a meeting called for that purpose, the Association may borrow money, enter into leases, and may provide such security as necessary for the loan or lease, including but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. Notwithstanding anything to the Contrary, no Unit shall be security for any loan to the Association without that Unit Owners' consent.

7.18 **Reinvestment Covenant Upon Sale or Transfer of a Unit**. The Board of Directors may require the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Unit (a "Reinvestment Fee") as provided for in Utah Code Ann. § 57-1-46, in an amount up to one-half of one percent (0.5%) of the value of the Unit at the time of the transfer. A transfer is any change in the ownership of the Unit as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Unit or not. If a fee is required, the amount shall be set forth by the Board of Directors in the Rules. The value of the Unit for purposes of this section shall be the higher of: (1) the purchase price paid for the Unit related to the transfer or (2) the value of the Unit on the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) and paid for by the Association using an appraiser selected by the transferee of the property from a list of ten appraisers selected by the Association. Unless and until the Board of Directors sets a different Reinvestment Fee or reduces the Reinvestment Fee to zero, the Reinvestment Fee shall be one-half of one percent (0.5%). The Reinvestment Fee shall be due within thirty (30) days after the effective date of the deed or similar instrument transferring title. The Reinvestment Fee shall constitute an Assessment against the Unit in accordance with the Declaration.

(a) Purpose of the Reinvestment Fee. Once collected, the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property as well as:

(1) Common planning, facilities, and infrastructure;
(2) Obligations arising from an environmental covenant;
(3) Community programming;
(4) Resort facilities;
(5) Open space;
(6) Recreation amenities;
(7) Charitable purposes; or
(8) Association expenses.

(b) Limitation on Reinvestment Fee. The Reinvestment Fee is not due and may not be enforced against:

(1) An involuntary transfer;
(2) A transfer that results from Court order;
(3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
(4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
(5) The transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed $250.

(c) Additional Actions.

(1) The Association shall have the authority to record any notice required by law to effectuate this provision.
(2) The Association shall have the authority to enact Rules that may include: (a) requirements for Owners to provide sales and transfer documents, (b) requirements for the timing of responses to requests such as the selection of the appraiser, (c) default provisions if no selection is made such as allowing the Association to select the appraiser, and (d) other procedural requirements and rules as the Board of Directors deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.
(3) If the law changes allowing higher transfer fees, the Board of Directors may increase the amounts in this section to the maximum amount allowed by law.

ARTICLE 8:
NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY

8.1 **Delinquency**. Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article.

(a) **Collection Charges and Interest**. The Association may adopt or establish billing and collection procedures, including the amount of late fees and interest, in the Rules or by resolution. If the association does not adopt collection procedures, the following shall apply: Monthly Assessments are due and payable on the first (1st) of the month and late if not received by the tenth (10th) of that month.

(b) Accounts with an unpaid balance after the tenth (10th) of each month shall be charged one hundred dollars ($100.00) for each month that an Owner’s account has an unpaid balance after the due date.

(c) In addition to late fees, interest accrues on all unpaid balances, including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and Assessments, at two percent (2%) per month, compounded monthly.

(d) The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to

collections. The Association may establish such additional amounts in the Rules; however, for any charge imposed by the Manager to the Association in regard to a delinquent account, then the amount charged by the Manager shall be the amount assessed to the Owner's account.

8.2 **Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments**. The Owner and any future Owners of a Unit are jointly and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any Assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to someone or some company that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title. The obligation in this paragraph is separate and distinct from any lien rights associated with the Unit.

8.3 **Lien**. The Association has a lien on each Unit for all Assessments, which include but are not limited to interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien arises and is perfected as of the date of the recording of the Enabling Declaration, for any existing liens, and as of the date of the recording of this Declaration, for any future liens, and has priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration is recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association, and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.

8.4 **Action at Law**. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association or its assigns the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

8.5 **Foreclosure Sale**. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code Ann. Sections 57-1-20 and 57-8-44 to -53, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Units in trust, with power of sale, to Lauren DeVoe, as trustee, for the benefit of the Condominium Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

8.6 **Lien Not Subject to Homestead Exemption.** Pursuant to Utah Code § 57-8-44(5), any lien of the Association arising under Section 44 of the Act is not subject to any Owner's homestead exemption, and each Owner hereby waives any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter that relate to the Association's lien arising under the Act and the Declaration.

8.7 **Termination of Delinquent Owner's Rights**. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays a Common Expense and (2) access to recreational facilities.

8.8 **Requiring Tenant to Pay Rent to Association**. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an Assessment is more than sixty (60) days late. Any tenant who fails to pay such rent when demanded shall be liable to the Association for the amount of any unpaid rent and all collection costs and reasonable attorney fees related to the failure to pay as provided for in Section 8.10 and regardless of whether an action is commenced or not.

8.9 **Attorneys' Fees Incurred as a Result of a Default**. In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including but not limited to attorneys' fees and costs incurred to: (1) obtain advice about a default, (2) collect unpaid Assessments, (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments, (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding, (5) examine the debtor or others related to collections, (6) monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan, (7) file relief from stay motions, objections, or other adversary proceedings in bankruptcy and all related activities including seeking and responding to discovery, taking depositions or examinations, introducing evidence, hiring and paying expert witnesses, filing motions and other pleadings, attending trials, hearings, or other court proceedings, including as necessary related to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments, and (8) foreclose a lien, secure lien rights, or provide for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.

8.10 **Association Foreclosure**. If the Association takes title to a Unit pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including but not limited to: obligations to pay assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders agree not to make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay assessments.

ARTICLE 9:
PROPERTY RIGHTS IN UNITS AND COMMON AREA

9.1 **General Easements to Common Area and Units**.

(a) Subject to limitations in the Governing Documents, each Owner shall have an Undivided Interest in, and easement of use and enjoyment in and to, the Common Areas for the purposes for which they were intended. Such use cannot hinder or encroach upon the lawful rights of the other Owners and may not extend into the Limited Common Area reserved for the use of an Owner of another Unit. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All such rights shall be subject to any Rules established by the Board.

(b) The Association shall have nonexclusive easements with the right of access to each Unit, including any Limited Common Areas, to make inspections, to prevent or mitigate damage to Units and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area for purposes necessary for the proper operation of the Project.

9.2 **Public Utilities**. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, Units, or Unit Owners in the Project are hereby reserved to the Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of the Association or all of the Owners as their attorney-in-fact, to any Person easements and rights-of-way in, on, over or under the Common Area or Units for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner

and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.

9.3 **Easements for Encroachments**. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the Buildings is constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the structure.

9.4 **Limitation on Easement—Suspension of Owner's Rights**. An Owner's Undivided Interest, right and easement of use and enjoyment concerning the Common Area shall be subject to any other limitation in the Governing Documents and the following:

(a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an Assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive sixty (60) day periods if any such infraction is not corrected during any prior sixty (60) day suspension period;

(b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and

(c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.

(d) The right of the Association to reasonably limit or restrict Owner's access and use of certain portions of the Common Area set aside for the functioning of the Association (*i.e.*: roofs of Building, the parking lot, and other structures; in areas under maintenance) or for any portion of the Common Area that has been leased or rented to a third-party (*i.e.*: parking stalls that have been rented by the Association, or an area leased for cellular tower).

9.5 **Views**. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

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ARTICLE 10:
USE LIMITATIONS AND CONDITIONS

10.1 **Rules**. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.

10.2 **Signs**. The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including but not limited to flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs, decals) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit. Unless and until the Association adopts a rule regulating signs in the Project, all signs are prohibited subject to applicable state and federal laws. However, the Association shall have the right to erect such signage as it deems necessary or appropriate.

(a) Notwithstanding the foregoing, the Owner or occupant of each Commercial Unit is permitted to install a window sign or decal in the sidelight adjacent to the Commercial Unit's entry door for purposes of identifying the business or commercial activities therein.

10.3 **Nuisance**. No noxious or offensive activity shall be conducted in the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

10.4 **Smoking**. Smoking is prohibited in the Project, including in the Units, Limited Common Areas and Common Areas. It shall be a nuisance and prohibited under Section 10.3 to permit or cause any smoke to drift or otherwise enter into the Common Areas, any Unit, or the Limited Common Area of any Unit. The Association relies upon the definitions of the terms "electronic cigarettes" and "smoking" as used in the Utah Health and Human Services Code (Utah Code Ann. §§ 26B-7-5 *et seq.* which cites to definitions set forth in §§ 76-10-101 *et seq.*) in defining such terms for this section.

(a) Definitions.

(a) "Electronic cigarette" means:

(i) any electronic oral device:

(A) that provides an aerosol or a vapor of nicotine or other substance; and

(B) which simulates smoking through the use or inhalation of the device;

(ii) a component of the device described in Subsection (4)(a)(i); or

(iii) an accessory sold in the same package as the device described in Subsection (4)(a)(i)

(b) "Electronic cigarette" includes an oral device that is:

(i) composed of a heating element, battery, or electronic circuit; and

(ii) marketed, manufactured, distributed, or sold as:

(A) an e-cigarette;
(B) an e-cigar;
(C) an e-pipe; or
(D) or any other project name or descriptor, if the function of the project meets the definition of subsection (4)(a).

(c) "Electronic cigarette" does not mean a medical cannabis device, as that term is defined in Section 26B-4-201.

(d) "Smoking" means the possession of any lighted cigar, cigarette, pipe, or other lighted smoking equipment.

(b) The Board may adopt reasonable Rules to address new non-combustible tobacco and marijuana products that may not otherwise fall into the prohibition against smoking in this Section to expressly include such products in this smoking restriction.

10.5 **Temporary Structures**. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project or used therein unless it is approved by the Board.

10.6 **Parking**. Unless otherwise permitted by the Association in the Rules, and except for "customary parking" and "temporary parking," as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area.

(a) "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within a Garage. Each Residential Unit Owner is required to park exclusively in their Garage.

(b) "Temporary parking" shall mean parking of operable vehicles belonging to Commercial Unit Owners and Occupants and visitors (whether to a Commercial or Residential Unit), including the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants.

(c) The Association may adopt Rules relating to the parking of vehicles within and in the area of the Project including, without limitation: (1) Rules allowing or causing to be removed any vehicles that are improperly parked, (2) restrictions on the type and condition of vehicles in any temporary parking, (3) restrictions on the time period and duration of temporary parking, and (4) the assessment of fines to

Owners who violate the Rules or the assessment of fines to Owners whose guests violate such Rules.

10.7 **Storage**. The Board may adopt Rules regulating what may be placed on, left in, or planted in, the Limited Common Areas and on Balconies.

10.8 **Recreational Vehicles**. Unless parked entirely within a Garage and only if all of the Residential Unit Owner's vehicles in the Project are parked in the Garage, Recreational Vehicles including but not limited to boats, trailers, 4-wheelers, and motor homes may not be parked in the Project at any time.

10.9 **Hanging Items**. Nothing may be hung from or attached to the railing or support joists of the Balconies without prior written permission of the Board.

10.10 **Holiday Decorations**. The Association may regulate and restrict holiday decorations in the Project, to the extent permitted by law. Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message, symbol, idea, identification, or for any other purpose that holiday decorations are typically understood and which are placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit. Unless and until the Board adopts Rules regulating holiday decorations, holiday decorations that are visible outside a Unit are permitted for two (2) weeks prior to the holiday and for two weeks after the holiday.

10.11 **Off-Road Vehicles**. No ATV, snowmobile, or other off-road vehicles may be driven or operated within the Project; except for loading and unloading purposes only. Motorcycles operated within the Project must be fully licensed, "street legal" vehicles.

10.12 **Front Door from Hallway to Unit**. The Board may adopt Rules allowing or not allowing Owners to place small items in the Common Area immediately in front of such Owner's Unit including, but not limited to, vases, flowers, small pictures, other artwork, floor mats, wreaths, or other decorations. Unless and until the Board adopts such Rules, Owners may place such small items in front of their Unit in the Common Area hallway as long as such items are kept neat and tidy and do not block the hallways.

10.13 **External Fixtures**. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, solar panels, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porches, Balconies, enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Board.

10.14 **Window Covers**. The Board may adopt Rules requiring window covers, regulating the type, color, and design of window covers, and requiring prior approval of window coverings before installation. Absent Rules permitting or prohibiting otherwise, only curtains, drapes, shades, shutters, and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, reflective film, or similar items.

10.15 **External Laundering**. Unless otherwise permitted in the Rules, external laundering and drying of clothing and other items are prohibited.

10.16 **Outside Speakers and Amplifiers**. Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.

10.17 **Repairs**. Except for Light Maintenance or emergency automobile maintenance not exceeding forty-eight (48) hours, no repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Board in the Rules.

Light Maintenance to a vehicle is allowed in the resident's assigned parking. Light Maintenance includes the following work: changing windshield wipers, filling the windshield wiper fluid reservoir, changing or charging a battery, removing, replacing, and/or re-pressuring a flat tire, changing an air cleaner, and such other specific items as may be designated in the Rules by the Board of Directors. Heavy maintenance shall include any sort of painting, sanding, or collision repair; any overhaul or replacement of components such as an engine, transmission, rear end, and any other type of repairs designated as heavy maintenance by the Board of Directors in the Rules. Heavy Maintenance is not permitted in the Project. Subject to the limitations and discretion allowed in this section, the Board of Directors may establish reasonable Rules related to the maintenance of vehicles in the Project. Absent Rules permitting and designating additional maintenance items, the specific maintenance items identified as allowed in this section shall be all that are permitted in the Project. No washing of motor vehicles in the Project shall be permitted except as may be allowed by the Board of Directors in the Rules.

10.18 **Unsightly Items**. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Trash and garbage shall be properly and promptly disposed of as provided for in the Rules.

10.19 **Animals**. No animals, livestock, birds, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or upon the Condominium Project, except that two (2) dogs, two (2) domestic cats, or other household pets approved by the Board of Directors may be kept by Owners within a Unit provided such pets are not raised, bred, kept or maintained for any commercial purposes. Notwithstanding the foregoing, no animal or fowl may be kept within a Unit which, in the good faith judgment of the Board of Directors, results in an annoyance or is obnoxious to Owners or Occupants within the Condominium Project and the Board of Directors may exercise its judgment for specific pets even though others are permitted to remain. All animals permitted to be kept by this Section 10.13 shall be kept on a leash, except within a Unit, and all fecal matter shall be immediately cleaned up on any portion of the Common Area. The Board of Directors may adopt Rules applicable to the provisions of this Section 10.13 and to the keeping of pets within the Condominium Project, and their enforcement, including the assessment of charges to Owners and Occupants who violate such Rules, subject to any applicable hearing procedures that may be required by this Declaration or the Act. Any charges so assessed shall be special Assessments.

10.20 **Landscape Maintenance**. Lehi Lofts is intended to be a water-wise Project in accordance with public policy. Therefore, there will be little, if any, landscaping of the Project. Absent the adoption of a Rule allowing otherwise, no one may alter, change, or maintain any landscaping, plants, or other plantings in the Common Area without the written approval of the Board.

10.21 **Grills and Fireplaces**. Only one charcoal or gas barbecue grill may be stored or used on a Balcony. The installation or use of any other outdoor firepit or other outdoor apparatus that uses combustible or flammable fuel, including wood, is prohibited in the Project unless approved in writing by the Board. Only the gas logs installed in the Units, or a Board approved replacement, may be burned in the fireplace. No wood or other material may be burned in the fireplaces. The Board may adopt additional Rules regarding grills and fireplaces to address any fire and safety hazards, which Rules may include the prohibition of any grills on the Balconies if the fire department deems them a fire hazard.

10.22 **Floor Load**. There shall be no floor load in excess of the weight for which the Unit was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Board. It shall be the Owner's responsibility to determine if any particular item exceeds the floor load capacity for a Unit. Upon reasonable notice that an item or items of abnormally high weight will be in a Unit, the Association may require the Owner to pay the costs of an engineer or architect hired by the Association to verify that the Owner is not exceeding a safe floor load weight.

10.23 **Elevator**. There shall be no load in excess of the weight limit for which the elevator was designed, unless special arrangements are made and approved in writing by the Board. Each Owner is responsible for damage to the elevator, the cost of which will be assessed to the Owner. Elevator walls pads are required when moving in or out of a Unit or when any large item is being moved through the elevator. Such large items include furniture, appliances, and any other item the Board designates as such in the Rules.

10.24 **Residential Occupancy**. Except as provided in this Section, no Unit may be used for any purpose other than a residential purpose.

(a) No trade or business may be conducted in or from any Unit unless:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;

(2) the business activity conforms to all zoning and legal requirements for the Project and the business activity;

(3) the business activity does not involve Persons coming onto the Project who do not reside in the Project or solicitation of Occupants or Owners of the Project;

(4) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;

(5) the business activity is disclosed to the Board before business is commenced along with a description of the business activity, a statement

of the amount of space required in the Unit for such activity, and a description of any impact on the Project;

(6) there is no commercial delivery of packages or mail other than deliveries consistent with typical residential use;

(7) the business activity will not result in the increase of the cost of any of the Association's insurance;

(8) All Owners of the Unit reside in the Unit, in which the business activity is conducted, for the entire time any business activity is conducted, (if an entity owns the Unit, all owners of the entity must reside in the Unit, if the Unit is held in the name of a trustee for a trust, the beneficiary must reside in the Unit); and

(9) the Board's requests for information related to the business as necessary to determine compliance with this paragraph are responded to fully and completely as often as the Board shall determine in its discretion.

(b) No Unit may be used as a time-share property.

10.25 **No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions**. No Unit shall be split, subdivided, separated or timeshared into two (2) or more Units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision Plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Board and/or Owners (as required in this Declaration) have first approved the Plat or the proposed covenants, conditions, or restrictions. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section shall be null, void, and of no legal effect.

10.26 **Energy Conservation Equipment**. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of the Building Unit, as determined in the Board's sole discretion and approved in writing. Prior to the installation of energy conservation equipment, the Board shall adopt Rules governing placement, location, installation, and maintenance of the energy conservation equipment. Under no circumstances shall solar panels be installed so as to be visible from any Unit or from any portion of the Project.

10.27 **Firearms**. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paintball guns and other firearms of all types, regardless of size.

10.28 **Garage Sales**. Garage sales, rummage sales, or similar sales will not be permitted unless pre-approved in writing by the Board of Directors.

10.29 **Architectural Control**. No changes to anything outside of the boundary of Units shall be commenced, erected, maintained, made, or done without the prior written approval of the Board or any Board established by the Board for that purpose. By way of illustration, but not of limitation, the following are considered changes outside the boundary of a Unit:

painting of the exterior of the Building; landscaping; excavation; Balcony covers or shades; changing or modifying screens, changing doors leading to Balconies or Hallways; modifying the exterior surface of doors to Balconies, Common Area, or Hallways; the addition or modification of an evaporative cooler, fireplace, stove, or other vent or exhaust, chimney, skylight, solar collector, shade screen, or awning; exterior window coating or tinting; window replacement, decorative alterations to the exterior of any Unit, and other work that in any way alters the appearance of the Project from anywhere outside of a Unit (not including changes made in and to a Unit visible through windows). The Board may designate the design, style, model and manufacturer of any such improvement or alteration. Such designations shall be for the purpose of achieving uniformity of appearance which is hereby deemed and agreed to be necessary to preserve and enhance the value of Units and the Project.

10.30 **Lighting**. Lighting fixtures outside of Units shall be allowed only to the extent approved in writing by the Board.

10.31 **Variances**. The Board may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Board determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial effect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board.

10.32 **Hazardous Substances**.

(a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly possessed, controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

(b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an

indemnifying Owner or an Occupant and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.21 shall survive any subsequent transfers of the Unit (voluntary or otherwise).

(c) As used in this Section, "Hazardous Substances" are those substances defined as a toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

ARTICLE 11:
INSURANCE

11.1 **Insurance Requirement**. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

11.2 **Annual Insurance Report**. The Association may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage and if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "**NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION**"; and (4) a description of any flood insurance and material exclusions and limitations for that coverage and if no flood insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "**NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION**". The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. If obtained, the most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If

the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

11.3 **Property Insurance**.

(a) Hazard Insurance.

(1) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all Buildings including all Units, fixtures, and Building service equipment.

(i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

(ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(iii) The blanket or guaranteed replacement cost policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (1) "Inflation Guard Endorsement," if available; (2) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent

liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (3) "Equipment Breakdown," if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(1) the Association's policy provides primary insurance coverage; and

(2) notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

(i) the Owner is responsible for the Association's policy deductible; and

(ii) building property coverage, often referred to as Coverage A, of the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(3)

(i) As used in this Subsection (3):

(A) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(B) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.

(C) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(ii) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.

(iii) If an Owner does not pay the amount required under Subsection (11.3)(b)(3)(ii) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an Assessment against the Owner for that amount.

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(c) Flood Insurance.

(1) If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a Building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard areas; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

(2) If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, at the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(d) Earthquake Insurance. The Association may purchase earthquake insurance as the Board deems appropriate. If the Board elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Association shall purchase earthquake insurance within sixty (60) days of the vote.

(e) Association's Obligation to Segregate Property Insurance Deductible. The Association shall set aside the amount of the property insurance deductible. The Association may keep those funds in a segregated bank account or financial account (such as the purchase of a certificate of deposit) in an amount equal to the Association's property insurance policy deductible or $10,000, whichever is less, unless some other amount is required by law – which shall be complied with. This requirement shall not apply to any earthquake or flood insurance deductible.

(f) Association's Right to Not Tender Claims That Are Under the Deductible. If, in the exercise of its business judgment, the Board determines that a covered loss is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance insurer: (i) the Owner's policy is considered the policy for primary coverage for any loss to the Owner's Unit, to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to any Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in section 11.3(b)(3)(iii), recover any payments the Association makes to remediate that Unit; and (iv) the Association need not tender the claim to the Association's insurer.

(g) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

11.4 **Comprehensive General Liability (CGL) Insurance**. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owner's membership in the Association. The coverage limits under such policy shall not be less than two million dollars ($2,000,000) covering all claims for death of or injury to any one Person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

11.5 **Director's and Officer's Insurance**. The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, and (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims. At the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

11.6 **Insurance Coverage for Theft and Embezzlement of Association Funds**. The Association may obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board Members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.

11.7 **Workers' Compensation Insurance**. The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and may purchase workers compensation insurance even if the Association has no employees, as the Board deems appropriate.

11.8 **Certificates**. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

11.9 **Named Insured**. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

11.10 **Right to Negotiate All Claims and Losses and Receive Proceeds**. The Association shall have the right to negotiate all claims and losses and to receive any proceeds from the Association's insurance policies. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. The cost of repair or replacement of any Unit in excess of insurance proceeds and reserves is a Common Expense to the extent the Association is required under this Declaration or the law to provide insurance coverage for the Unit. The cost of repair or replacement of any Common Area in excess of insurance proceeds and reserves is a Common Expense. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

11.11 **Insurance Trustee**. At the discretion of the Board or upon written request executed by Owners holding fifty percent (50%) or more of the Undivided Interests, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of taking such action as the Owners or Board (as the case may be) shall require related to a loss and receipt or potential receipt of insurance proceeds.

11.12 **Owner Act Cannot Void Coverage Under Any Policy**. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

11.13 **Waiver of Subrogation against Owners and the Association**. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, any Person residing with an Owner if an Owner resides in the Unit, and the Association's agents and employees.

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11.14 **Right of Action**. Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.

11.15 **Applicable Law**. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Utah Code Ann. § 57-8-43, and any amendments thereto and hereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE 12:
DESTRUCTION OF IMPROVEMENTS

12.1 **Reconstruction**. In the event of partial or total destruction of a Building, the Association shall promptly take the following actions:

(a) Ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds. If the Board in good faith determines that none of the bids submitted under this Section reasonably reflect the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid that it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible.

(b) The Board, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any, or establish a procedure by which any insurance proceeds shall be available for either a cash payment or for reconstruction.

(c) Engage the services of a reputable licensed architect to advise and consult with the Board or any Insurance Trustee on all actions and decisions necessary under this Article.

(d) If an appraisal of any or all Units is required under this Article, the Board shall select the appraiser and any appraisal relied upon by the Board shall be final and not subject to challenge by any Owner for purposes of this Article.

12.2 **Insurance Proceeds Sufficient for Reconstruction**. In case of fire or any other disaster and if insurance proceeds are sufficient to reconstruct the Building and all Units suffering damage therein, then the insurance proceeds shall be applied to reconstruct the Building and any Units suffering damage. As used herein, reconstructing the Building shall mean restoring the Building and Units to substantially the same condition in which they existed prior the fire or other disaster, with each Unit and the common elements having the same vertical and horizontal boundaries as before.

12.3 **Insurance Proceeds Insufficient for Reconstruction**. If insurance proceeds will be insufficient for reconstruction, the following shall apply:

(a) If the cost of reconstruction is equal to or less than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project (prior to the damage and destruction), then the Association shall proceed forward with

reconstruction applying any insurance proceeds as provided for in Section 12.2. The cost of reconstruction in excess of insurance proceeds and reserves shall be a Common Expense.

(b) If the cost of reconstruction is greater than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project (prior to the damage and destruction), then the Board shall call a special meeting of the Owners for the purpose of voting on whether to reconstruct or not.

(c) If the Owners, by a vote at such meeting of not less than seventy-five percent (75%) of the Undivided Interests, decide not to proceed with such reconstruction:

(1) The Property shall be deemed to be owned in common by the Unit Owners;

(2) The Undivided Interest in the Property owned in common which shall appertain to each Owner shall be the Owners' Undivided Interest as determined in this Declaration;

(3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Undivided Interest of the Owners in the Property;

(4) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of the Undivided Interest owned by each Owner in the Property, after first paying out of the respective shares of each Owner, to the extent sufficient, all liens on the Undivided Interest in the Property owned by each Owner.

(d) Unless Owners holding more than seventy-five percent (75%) of the Undivided Interests vote to not proceed with reconstruction, the Association shall proceed with reconstruction as provided for in Section 12.3(a).

ARTICLE 13:
EMINENT DOMAIN

13.1 **Total Taking of a Unit**. If a Unit is taken by eminent domain or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Undivided Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.

13.2 **Partial Taking of a Unit**. Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically

and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Undivided Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Undivided Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Undivided Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Undivided Interest.

13.3 **Taking of Limited Common Area**. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated or assigned at the time of the acquisition.

13.4 **Taking of Common Area**. If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of or includes any Unit or Limited Common Area, the Board shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.

13.5 **Taking of Entire Project**. In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.

13.6 **Priority and Power of Attorney**. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 14:
TERMINATION OF PROJECT OR SALE OF PROPERTY

14.1 **Required Vote**. The Project may be removed from the provisions of the Act and terminated by approval of Owners as allowed by law or as otherwise provided in Article 13. The Property may be sold by approval of the Owners as allowed by law.

14.2 **Termination Agreement**. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in

the records of the County Recorder in Salt Lake County, Utah and is effective only on recordation.

14.3 **Sale of Project Following Termination**. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

14.4 **Sale of Project Without Termination**. Pursuant to and as provided for in the Act, the Unit Owners may, by an affirmative vote of at least three-fourths (3/4) of such Unit Owners, at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the property either in conjunction with the termination of the Project or not. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

14.5 **Association Duties**. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project on the termination of the Project or related to the approval of the sale of the Project pursuant to section 14.4. The contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration or until a sale is approved pursuant to Sections 14.4. If any real estate in the Project is to be sold, immediately upon approval of the sale of the Property by the Owners or the Approval of the Owners of Termination of the Project, title to that real estate shall immediately vest in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had notwithstanding any termination. Unless otherwise specified in a termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.

14.6 **Proceeds of Sale**. The proceeds of any sale of real estate or assets of the Association shall be held by the Association as trustee for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Board. If any Owner disputes the appraised amount, the Owner shall notify the Association of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to

the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

14.7 **Allocation upon Termination**. Unless provided otherwise herein, in a termination agreement, or in an approved contract for the sale of the Property, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15:
AMENDMENTS

15.1 **General Amendment Requirements**. Except as otherwise provided herein, this Declaration may be amended by the affirmative approval of Owners holding Undivided Interests totaling not less than sixty percent (60%) of the total Undivided Interest. The approval required to amend the Declaration may be obtained by ballot, vote, or any other means allowed by law. The vote must occur in a meeting of the Owners held for that purpose. The approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.

15.2 **Scope of Amendments**. This Declaration may be amended to add new rights, restrictions, and obligations, or to remove or modify existing rights, restrictions, and obligations. The right to amend shall be broadly construed to permit any change to the rights, restrictions, obligations, and other terms in the Declaration.

15.3 **Execution and Effective Date of Amendments**. An amendment that has been adopted as provided herein shall be executed by the Board, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Utah County, Utah.

15.4 **Changes to Plat or Boundaries of the Association**. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any Unit or Units upon the approval by vote of sixty percent (60%) of Owners in the same manner as required to amend this Declaration and any Unit Owner who owns any Unit in which the boundary is directly affected. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increasing the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If the Plat amendment is solely to effectuate the approval of a Material Change to the Project (that has been approved by the number of owners required in this Declaration), no additional approval shall be required for the amendment of the Plat. If any such amendment affects any boundary of a Unit or Limited Common Area, that Unit Owner must consent. If the

approval required herein, or as otherwise provided in this Declaration, is obtained, each and every Owner: (1) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat and (2) grants the Association power of attorney to sign necessary documents on that Owner's behalf as necessary for the agreement, amendment, or correction. The Board may, without the approval of the Owners, agree to any boundary agreement on any Common Area boundary of the Association.

15.5 **Amendment to Conform to Law**. The Board may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through the Department of Veterans Affairs, the Department of Housing and Urban Development or FNMA, or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:

(a) The Association must obtain from an attorney who has significant experience and a regular practice in area of Community Association law and who may be the Association's current counsel, a written opinion explaining in detail and opining that the proposed amendment may be sought pursuant to this section.

(b) The members of the Board must unanimously agree to the Amendment at the time it is recorded.

(c) The Board must provide to the Owners: (1) the proposed amendment instrument, (2) the language of this section of the Declaration, (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing, (4) the attorney opinion letter required for the amendment, and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly make the objection. The Board may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.

(d) Within forty-five (45) days of providing the information to the Owners required by this section, not more than thirty percent (30%) of the Owners object to the amendment in a written notice to the Association.

(e) Having otherwise complied with all of the requirements of this section, the Board Members shall each sign the amendment instrument verifying that this section has been complied with to the best of their knowledge and that no more than thirty percent (30%) of the Owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the County Recorder of Salt Lake County.

15.6 **Consent of Two-Thirds to Alter Undivided Interests**. Notwithstanding anything to the contrary herein, the consent of two-thirds (2/3) of the Undivided Interests shall be required to alter any Undivided Interest.

ARTICLE 16:
INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

16.1 **No Waiver**. Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.

16.2 **Conflicting Provisions**. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Articles, the Bylaws, and then the Rules. The Declaration shall take priority over the Plat.

16.3 **Interpretation of Declaration and Applicability of the Act**. The Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

16.4 **Cumulative Remedies**. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.

16.5 **Severability**. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.

16.6 **Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other Person subject to their terms.

16.7 **Applicable Law**. This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the

Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.

16.8 **Gender and Number**. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

16.9 **Effect of Declaration**. This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable in whole or in part for any reason.

ARTICLE 17:
NOTICE

17.1 **Notices**. Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) Notice to an Owner from the Association.

(1) Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:

(i) By a written notice delivered personally to the Owner, which shall be effective upon delivery.

(ii) By a written notice placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Unless otherwise provided by law, such as provided in Utah Code Ann. § 16-6a-103(4), any notice so deposited in the mail shall be deemed effective five (5) days after such deposit.

(iii) By electronic transmission to an Owner which includes:

(A) An email that is sent to an email address provided by the Owner for the purpose of Association communications; or an email sent to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Unless otherwise provided by law, any notice sent by email shall be deemed effective when received or five (5) days after it is sent.

(B) By facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Unless otherwise provided by law, any notice sent by facsimile shall be deemed effective when received or five (5) days after it is sent.

(C) By text message to a phone number provided by the Owner for the purpose of Association communications; or a phone number from which the Owner has communicated related to Association matters, and so long as no indication is received that the text message may not have been delivered. Unless otherwise provided by law, any notice sent by text message shall be deemed effective when received or five (5) days after it is sent.

(iv) By any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.

(2) Notwithstanding subsection (1) of this section, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.

(3) In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two (2) co-Owners send conflicting notice demands, notice shall be proper and effective if mailed by first-class mail to the Unit.

(4) In case posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association the sooner of either (a) two (2) days after the event or action for which notice was given or (b) ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Unit.

(1) In case of an emergency involving the potential loss of life, the Association's agent or representative may enter the Unit immediately and without any notice.

(2) In case of any emergency involving immediate and substantial damage to the Common Areas or to another Unit, before entering a Unit the Association shall: (i) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (ii) if no one answers the knocking, loudly identify who is knocking and state that the Person identified is going to enter the Unit on behalf of the Association, then wait one minute, and (iii) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.

(3) If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior two paragraphs, before entering a Unit the Association shall: (i) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized Persons will enter the Unit, (b) the date and time of the entry, (c) the purpose of entering the Unit, (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit, (e) the full names of any Person who will be entering into the Unit, and the phone numbers and addresses of the Persons entering the Unit or of the company for whom the Persons entering the Unit are employed for the purpose of entering the Unit, and (f) any other information the Association deems appropriate to include, and (ii) post the written notice described above on the front door to the Unit at least seven days prior to entry into the Unit.

(c) Notice to a Lender. Notice to a Lender shall be delivered by certified or registered mail to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a recorded document evidencing a security interest in a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed effective when received, or five (5) days after such deposit.

(d) Notice to Association from an Owner. An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

(1) by a written notice delivered personally to the Manager, which shall be effective upon delivery;

(2) by a written notice placed in the first-class United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed effective when received, or five (5) days after such deposit.

(3) by electronic transmission to the Association: (1) that is sent to an e-mail address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Manager or the President of the Association has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered or received. Any notice sent by e-mail shall be deemed effective when received, or five (5) days after it is sent.

(4) by facsimile (whether to a machine or to an electronic receiving unit) to the Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed effective when received, or five (5) days after it is sent.

ARTICLE 18:
ATTORNEY FEES AND COSTS

18.1 **Legal Costs Associated with Disputes with Owners**.

(a) Owners Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after notice to the Owner that it intends to enforce the Term and Condition or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.

(b) Costs. The term "costs" as used in this section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Utah Rules of Civil Procedure.

(c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition: the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the Association could not establish an initial position on without having incurred the fees and costs or (2) results in a substantial modification to a prior position taken by the Association; then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is pending with regard to the Owner and the issues arise as part of and during the lawsuit.

ARTICLE 19:
RESERVES

19.1 **Requirement for Reserves**. The Association shall obtain a Reserve Analysis and maintain a reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area, in the amount determined by the Board annually, pursuant to the following provisions:

(a) Collection. Reserve funds may be collected as part of regular or special Assessments, as determined by the Owners.

(b) Amount. In formulating the Association's yearly budget, the Association shall include a reserve fund line item in an amount the Board determines, based on the reserve analysis, to be prudent. A reserve fund line item means the line item in the Association's annual budget that identifies the amount to be placed into the reserve fund.

(c) Owner Veto. Within 45 days after the day on which the Association adopts the annual budget, the Owners may veto the reserve fund line item by a 51% vote of

the Undivided Interests in the Association at a special meeting called by the Owners for the purpose of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

(d) Surplus Monies Applied to Reserves. The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.

(e) Segregation of Reserves. The Association shall segregate money held for reserves from regular operating and other accounts.

(f) Reserve Analysis. The Association shall cause a Reserve Analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Association shall review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every three (3) years. The Reserve analysis shall include, at a minimum: (1) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (4) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (5) a reserve funding plan that recommends how the association may fund the annual contribution set forth in the reserve analysis. The Reserve Analysis and updates shall project a minimum of thirty (30) years into the future.

(g) Qualifications for Person Preparing Reserve Analysis. The reserve analysis report shall be prepared by a Person or Persons with (1) experience in current building technologies, (2) a solid working knowledge of building-cost estimating and life-cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, the Person preparing the reserve study shall have the Reserve Specialist (RA) designation available through the Community Association Institute (CAI), the Professional Reserve Analyst (PRA) designation offered through the Association of Professional Reserve Analysts (APRA), or other designations by similar associations establishing that the Person has some formal training related to preparing a reserve analysis.

(h) Disclosure and Approval at Annual Meeting. If required by law, annually, at a special meeting or at the annual meeting of Owners, the Association shall present the most recent Reserve Analysis and any updates to the Reserve Analysis, and provide an opportunity for Owners to discuss reserves and to vote on how to fund the reserves and in what amount. The Association shall prepare and keep minutes of each meeting held under this section and indicate in the minutes any decision relating to funding a reserve fund.

(i) Summary and Copies of Reserve Analysis. The Association shall annually provide Owners a summary of the most recent reserve analysis or update. The Association shall provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

ARTICLE 20:
LEASING AND NON-OWNER OCCUPANCY

20.1 **Declaration and Rules Governing Non-Owner Occupancy**. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-Owner occupancy of a Unit shall be governed by this section and by Rules and procedures adopted as allowed in this section.

20.2 **Permitted Rules**. The Board may adopt Rules requiring:

(a) Reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units including requiring informational forms to be filled out by Owners and/or residents identifying non-Owner Occupants, vehicles, phone numbers, *etc.*,

(b) Reasonable fees related to the administration of leased and Non-Owner Occupied Units, to the extent otherwise allowed by law, and

(c) Other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

20.3 **Definitions**. For the purpose of this section:

(a) "Non-Owner Occupied Unit" means:

(1) For a Residential Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence;

(2) For a Commercial Unit owned in whole or in part by an individual or individuals, the Commercial Unit is utilized by someone when no individual Owner utilizes or conducts commercial activities within the Commercial Unit; or

(3) For a Unit owned entirely by one (1) or more entities or trusts, the Unit is occupied by anyone other than the person for whom the entity or trust was created or a Family Member of that person.

(b) "Family Member" means:

(1) the spouse, parent, sibling, child, grandparent, or grandchild of an Owner and that Family Member's spouse and/or children, or

(2) in the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit or (ii) the parent, child, sibling, grandparent, or grandchild of the current Occupant of the Unit.

20.4 **Required Rules**. The Board of Directors shall adopt Rules, resolutions, or procedures to (1) determine and track the number of rental units in the Project subject section 20.3 and (2) ensure consistent administration and enforcement of the rental restrictions.

20.5 **Requirements for Leasing and Non-Owner Occupancy**. The Owners of all Units must comply with the following provisions:

(a) If required in the Rules or requested by the Board, a copy of any lease or other agreement for non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board;

(b) Any lease or agreement for otherwise allowable non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the non-Owner Occupant;

(c) No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, or rental pool use or purposes (whether for pay or not), which shall be deemed to be any rental with an initial term of less than twelve (12) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate Persons, or lease less than their entire Unit;

(d) All Occupants of an organizationally owned Unit shall be non-Owner Occupants except if the non-Owner Occupants are the sole Owners of the organization that owns the Unit in which they reside, in which case they shall be considered the Owners for the purpose of this section.

20.6 **Exceptions**. If a Non-Owner Occupied Unit is owned by a Family Member of the Occupant, if the Owner is in the military and deployed for active duty, if the Owner is a trust or other entity created for estate planning purposes, or if the Unit owner has been relocated for the Owner's employment for a period of no less than two years, then the following applies notwithstanding anything to the contrary herein:

(a) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and

(b) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board of Directors until an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.

20.7 **Joint and Several Liability of Owner and Non-Owner Occupants.** Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's, invitee's, or licensee's compliance with the Governing Documents. The Owner and the Non-Owner Occupant, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against an Owner's non-Owner

Occupant who is in violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Board, then the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing a non-Owner Occupant. The Association, the Board, the Manager, and any agent of the Association shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association (with the Association's choice of counsel), the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this Section. Any expenses incurred by the Association related to an eviction, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner.

20.8 **Demanding Rental Payments from Tenant.** Pursuant to Utah Code § 57-8-53, the Association has the right to demand and collect rent from any tenant in any Unit for which an assessment and/or other fees owed to the Association is more than sixty (60) days late.

ARTICLE 21:
GENERAL PROVISIONS

21.1 **Enforcement**. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.

21.2 **Non-liability of Officials**. To the fullest extent permitted by applicable law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.

21.3 **Use of Funds Collected by the Association**. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

21.4 **Owner Liability and Indemnification**. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of that Owner or that Owner's guest or Occupant, to the extent such losses and damages are either under the Deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant and to hold such other Persons harmless from, and to defend such Persons against, any claim of any Person for personal injury or property damage occurring within the indemnifying Owner's Unit, including Limited Common Area, if

any, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's insurance; or (b) the injury or damage occurred by reason of the intentional act of the Association.

21.5 **Consent, Power of Attorney, Waiver**. By acceptance of a deed, lease, or other conveyance of an interest in a Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

21.6 **Security**. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner, guest, or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Project and/or residing in this Project, Owners and Occupants agree that the Association and the Board are not insurers of the safety or well-being of Owners, guests, or Occupants or of their personal property as it relates to criminal conduct, and that each Owner, guest, or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

21.7 **Reasonable Accommodations**. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the Building, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

21.8 **No Representations and Warranties**. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE

OR ENTERING OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

ARTICLE 22:
RIGHTS OF LENDERS

22.1 **Notice of Lenders**. A Lender shall not be entitled to receive any notice which this Declaration requires the Association to provide Lenders for notice, approval or consent regarding a proposed action or otherwise, unless and until such Lender or its mortgage servicing contractor, has delivered to the Association a written notice stating that such Lender is the holder of a loan encumbering a Unit within the Condominium Project, in accordance with Section 22.6. Notwithstanding the foregoing, if any right of a Lender under this Declaration is conditioned on a specific written request to the Association, in addition to the above, a Lender must also make such request in writing delivered to the Association. Except as provided in this Section 22.1, a Lender's rights pursuant to this Declaration, including, without limitation, the priority of any mortgage lien over the lien of Assessments levied by the Association hereunder, shall not be affected by the failure to deliver a notice or request to the Association. The provisions of this Section shall not apply to the Department of Veterans Affairs or the Department of Housing and Urban Development.

22.2 **Priority of Lenders**. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Unit (subject to Assessments due before their recording), but all of such Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

22.3 **Relationship with Assessment Liens**.

(a) The lien provided for in Article 8 for the payment of Assessments shall be subordinate to the lien of any Lender which was recorded prior to the date any such Assessment becomes due.

(b) If any Unit which is subject to a monetary lien created by this Declaration is also subject to the lien of a Lender, then: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such Lender and (ii) the foreclosure of the lien of a Lender or the sale under a power of sale included in a mortgage or deed of trust shall not operate to affect or impair the lien hereof, except that any Person who obtains an interest thereafter shall take title free of any lien created by this Declaration for any Assessments which became due after the recordation of the mortgage or deed of trust, or any personal obligation for

such charges, but such Person shall remain subject to the lien hereof for all charges that shall accrue subsequent to such foreclosure.

(c) Without limiting the provisions of Section 22.3(b), any Lender who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a private or judicial foreclosure sale, shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit which accrued prior to the time such Lender or purchaser takes title to such Unit, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Condominium Project.

(d) Nothing in this Section 22.3 shall be construed as releasing any Person from the personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner.

22.4 **Required Lender Approval**. Except upon the prior written approval of seventy five percent (75%) of all Lenders which have provided notice to the Association as described in Section 22.1 and Section 22.6, based on one vote for each Unit encumbered by a loan, neither the Association nor the Board of Directors shall be entitled by action or inaction to abandon or terminate by an act or omission the legal status of the Condominium Project.

22.5 **Other Rights of Lenders**. Any Lender (and such Lender's insurer or guarantor) shall, upon written request to the Association, be entitled:

(a) To inspect current copies of this Declaration (and any amendments), the Association's Articles, Bylaws, Rules and other books and records of the Association during normal business hours; and

(b) To receive an annual financial statement of the Association within ninety (90) days following the end of the Association's fiscal year.

22.6 **Notices of Action**. Upon written request to the Association identifying the name and address of the Lender (and the name and address of the Lender's insurer or guarantor, if desired) and the Unit Number or address, any such Lender (or any such insurer or guarantor) will be entitled to timely written notice of:

(a) Any condemnation or casualty loss which affects a material portion of the Condominium Project or any Unit on which there is a First Mortgage held by such Lender;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the lien of a Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action by the Owners or the Association which would amount to a material change in the Declaration as identified in Section 22.4 of the Declaration.

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IN WITNESS WHEREOF, the undersigned officer or director of the Declarant hereby certifies that the Declarant approves and adopts this Declaration, including all exhibits hereto.

IN WITNESS WHEREOF, the Declaration has executed this Declaration.

Dated this _____ day of _____, 2023

PARK PLACE SUITES, LLC

By: _____
Signature

_____
Printed

Its: _____
Title

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this _____, day of _____, 2023, personally appeared before me _____, the signer of this instrument, whose identity is personally known to me, or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (Title of Signer) of Park Place Suites, LLC and that said document was signed on behalf of and under authority of the Park Place Suites, LLC.

_____
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

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EXHIBIT A
LEGAL DESCRIPTION

COM N 0 DEG 10' 1" E 41.97 FT & E 44.55 FT FR SW COR. SEC. 32, T4S, R1E, SLB&M.; N 0 DEG 0' 20" E 164.95 FT; E 58.19 FT; ALONG A CURVE TO R (CHORD BEARS: S 34 DEG 11' 33" E 223.19 FT, RADIUS = 2732.78 FT); S 89 DEG 44' 0" W 162.48 FT; N 20.42 FT; W 21.15 FT TO BEG. AREA 0.512 AC.

Utah County Serial No. 11:033:0304

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EXHIBIT B
OWNERSHIP INTEREST

Unit	Square Feet	Undivided Interest
Residential Unit No. 1	2,972	11.76%
Residential Unit No. 2	2,614	10.34%
Residential Unit No. 3	3,621	14.33%
Residential Unit No. 4	5,847	23.13%
Commercial Unit (Suite) No. 1	1,665	6.59%
Commercial Unit (Suite) No. 2	1,857	7.35%
Commercial Unit (Suite) No. 3	1,731	6.85%
Commercial Unit (Suite) No. 4	3,003	11.88%
Commercial Unit (Suite) No. 5	1,967	7.78%

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EXHIBIT C

LEHI LOFTS
CONDOMINIUM OWNERS' ASSOCIATION
BYLAWS

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BYLAWS
OF
Lehi Lofts Condominium Owners' Association

These Bylaws are hereby adapted and established as the Bylaws of the Lehi Lofts Condominium Owners' Association (the "Association"). These Bylaws and any amendments thereto shall apply to the Association upon their recording and shall bind all present and/or future Owners and Occupants.

ARTICLE I
DEFINITIONS AND NOTICE

1.1 **Definitions**. Except as otherwise provided herein or as may be required by the context, all terms defined in the DECLARATION OF CONDOMINIUM FOR LEHI LOFTS ("the Declaration"), as amended, shall have the same defined meanings when used in these Bylaws.

1.2 **Notice**. Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

ARTICLE II
MEETINGS OF THE OWNERS

2.1 **Annual Meetings**.

(a) Requirement. An annual meeting of the Owners shall be held each calendar year.

(b) Date and Time. Unless changed by the Board, the annual meeting of Owners shall be held in the fourth quarter of each calendar year. The Board may from time to time change the date and time for the annual meeting of the Owners.

(c) Purpose. The Annual Meeting shall be held for the following purposes:

(1) Electing members of the Board;

(2) So long as required by law, distributing the most recent reserve study and permitting discussion on reserve funding options;

(3) Distributing any annual insurance checklist if it was not distributed before the meeting, announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible, and permitting questions and discussion on insurance issues and coverage;

(4) If no earthquake insurance has been obtained, voting to confirm this decision; and

(5) Transacting such other business as may have been properly included in the notice of the meeting. No business may be

conducted at an annual meeting other than as provided for in these Bylaws or as indicated in the Notice of the meeting.

(d) Approval of Minutes. The minutes of the annual meeting shall be approved by the Board of Directors within 90 days of the annual meeting.

(e) Election of Directors. If the election of the Directors cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.

2.2 **Special Meetings**.

(a) Who May Call. Special meetings of the Owners may be called by the Board, the President, or upon the written request of Owners holding not less than thirty percent (30%) of the Undivided Interest of the Association.

(b) Requirements for Request of Owners. Any written request for a special meeting by the Owners shall include the signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Manager, or the President, who shall then call a special meeting, provide notice of the special meeting, and conduct a special meeting within sixty (60) days of receipt of the request that shall address the purpose identified on the request, but no other issues.

2.3 **Place of Meetings**. The Board of Directors may designate any place in the Lehi City limits as the place of meeting for any annual or special meeting.

2.4 **Meetings by Telecommunications**. Any or all of the Owners may participate in an annual or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all Persons participating in the meeting may hear each other during the meeting. A member participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Board may establish procedures and rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting.

2.5 **Notice of Meetings**. The Board shall cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners, whether annual or special, to be delivered to the Owners, not more than sixty (60) nor less than ten (10) days prior to the meeting.

2.6 **Owners of Record**. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to

vote at the meeting. The Persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Property shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.

2.7 **Quorum**. Those Owners present in person or by proxy at any duly called meeting of the Association in compliance with Sections 2.1 through 2.64 herein, shall constitute a quorum for the adoption of decisions. The vote of the Owners representing a majority of the par value interest of the Owners in attendance in person or by proxy, shall decide any question brought before the meeting. Notwithstanding the foregoing, if the Act, the Articles of Incorporation, the Declaration (as amended), or these Bylaws require a fixed percentage of Owners' Undivided Interests to approve any specific action (*i.e.*: amending governing documents), that percentage shall be required to approve such action.

2.8 **Proxies**. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Unit or that Owner's attorney when duly authorized in writing. Such instrument authorizing a proxy to act may set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered to the Secretary of the Association or to such other officer or Person who has been authorized by the Association to accept proxies at the meeting. Such instrument shall be delivered either prior to or at the meeting, but no later than any point after the start of the meeting at which it is announced by the Person in charge of the meeting as the final time to deliver proxies.

2.9 **Votes**. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit(s) of such Owner, as shown in the Declaration. The affirmative vote of Owners holding the majority of the Undivided Interests entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Revised Nonprofit Corporations Act. When more than one Owner holds an interest in a Unit, any Owner may exercise the vote for such Unit on behalf of all co-Owners of the Unit. In the event of two conflicting votes by co-Owners of one Unit, no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Unit.

2.10 **Ballots and Written Consent**. The Association may, consistent with the requirements of the Revised Nonprofit Corporation Act, utilize (i) written consents to take action without a meeting or (ii) mailed ballots. Any Owner may deliver written consent by electronic transmission. A written consent delivered by electronic transmission is considered to be written, signed and dated for purposes

of action without a meeting if the written consent is delivered with information from which the Association can determine that the written consent was sent by the member and the date on which the written consent was transmitted.

2.11 **Minutes of Meetings**. Minutes shall be taken of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present at the meeting in person and by proxy, (2) the determination of whether a quorum was achieved, (3) the date of the meeting, (4) the identification of any issue that is voted on or decided in the meeting, (5) the number of votes cast for and against any issue decided upon, (6) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting. Draft meeting minutes for each meeting of the Owners shall be sent to all Owners within thirty (30) days of the annual meeting.

2.12 **Electronic and Other Means of Voting**. The Association may utilize online, telephonic, electronic, email, remote, and any other means of member voting and meetings to the extent not prohibited by the Act and the Revised Nonprofit Corporation Act.

ARTICLE III
BOARD OF DIRECTORS

3.1 **Number, Tenure, Qualifications, and Election**.

(a) Number of Directors. The Board shall be composed of at least three (3) Persons, two (2) of whom shall be an Owner or spouse of an Owner of a Residential Unit and one (1) whom shall be affiliated with a Commercial Unit Owner as described in section 3.1(b).

(b) Director Requirements. To be on the Board, a Person must be an Owner or spouse of an Owner, over the age of eighteen years old. If an Owner is an entity or trust, an officer, partner, member, manager, attorney, agent, trustee, or beneficiary of such Owner may be a member of the Board if that Person meets the requirements above. Only one Director may serve per Unit. Any candidate or member of the Board shall, upon a request by any Owner, produce sufficient documentation establishing that Person's right to serve on the Board.

(c) Term. Except for this initial election, the term of each Director shall be two (2) years. At the initial Board election, one (1) Director affiliated with a Residential Unit as required herein will be elected for a term of one (1) year to provide for staggered terms and the retention of institutional knowledge.

(d) Nominations. Not less than sixty (60) days prior to the annual meeting, a request for nominations for open or expiring Board positions shall be provided to all Owners. Any Owner may nominate him or herself or another Owner for election to the Board of Directors. If any ballot or proxy with names of candidates or other information is sent out to Owners

or otherwise published by the Association prior to the annual meeting, any Owner properly nominated prior to the date the information is sent out or published shall be included in any such information. Nominations may be submitted prior to or at the annual meeting or any subsequent meeting at which the election is held, and any owner may submit that Person's own name or the name of any other willing and otherwise qualified Person to be added to the ballot for election of Directors and such person shall be added to the names of candidates. If the name of a Person is submitted prior to the meeting or who is not in attendance at the meeting, it must be submitted with a written statement from that Person indicating the Person is willing to serve. Nominations may be submitted in person from the floor of any meeting in which Board elections are held.

(e) Disqualification. If any Director is alleged to not meet the qualification requirements in the Declaration or these Bylaws and any Director is notified of or discovers this alleged lack of qualification, the Board shall promptly investigate and verify whether the Director is qualified or not, and during this period shall not make any further decisions. If the Director is not qualified, the Director's membership on the Director shall terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date that the Board established that the Director was not qualified. If a Director becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board, the decisions and actions of the Board and that Director are not subject to challenge on this basis up to the time that the Association is notified in writing as provided for in this section or until the Director is disqualified if no such notice is provided.

3.2 **Meetings**.

(a) Regular Meetings. The Board shall hold regular meetings at least quarterly, and more often at the discretion of the Board.

(b) Who Is Entitled to Attend. Directors may attend all meetings. Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board.

(c) Notice to Owners. Any Owner may request notice of Board meetings by requesting such notice from either a Director or the Manager and providing a valid email address at which the Member will receive notice. Any Owner who has requested notice of Board meetings shall be given notice along with the Directors.

(d) Owner Comments at Board Meetings. At each Special or Regular Meeting of the Board, the Board shall provide each Owner who wishes to speak a reasonable opportunity to offer comments. The Board may select a

specific time period during the meeting and limit Owner comments to such a time period. The Board may set a reasonable length of time that each Owner may speak.

(e) Attendance by Telephone or other Electronic Means. The Board may allow attendance and participation at any meeting of the Board by telephone or any other electronic means that allows for the Directors to communicate orally in real time including, but not limited to, means such as web conferencing, video conferencing, or telephone conferencing. If the Board meets by electronic communication, the Board must provide information necessary to allow any Owner who has requested notice of Board meetings the ability to participate by the available means of electronic communication. A person participating by these means is considered to be present in person at the meeting.

(f) Special Meetings. Special meetings of the Board may be called by or at the request of any two (2) Directors or the President of the Association. Notice of any special meeting shall be given at least five (5) days prior thereto to each Director. No notice of special meetings is required to be provided to Owners, although any Owner may attend any special meeting if the Owner appears at the physical location of the meeting in person.

(g) Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board. The Directors shall act only as a Board, and individual members shall have no powers as such.

(h) Place and Notice of Meetings. The Board may designate any place in Lehi, Utah as the place of meeting for any regular meeting called by the Board but shall in good faith attempt to hold meetings at the Project or in as close a proximity to the Project as reasonably possible.

(i) All Board of Directors Members and Owners shall be given at least ten (10) days' notice of regular meetings. Owners requesting notice of regular meetings by email shall be provided email notice at the email address the owner provides not less than 48 hours before the meeting. No notice is required to Owners of a Board of Directors meeting if: (a) the meeting is to address an emergency; and (b) each Board of Directors Member receives notice of the meeting less than 48 hours before the meeting.

(1) The notice to Owners in part (i) above shall include: (a) the time and date of the meeting, (b) the location of the meeting, and (c) if Director Member may participate by means of electronic communication, the information necessary to allow a Unit Owner to participate by the same means of electronic communication.

(j) Executive Session.

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(1) The Board of Directors or any other Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. If they enter executive session, they shall discontinue any executive session by motion and a vote.

(2) Executive sessions may be held to discuss and make decisions related to the following matters:

(i) Consult with an attorney for the purpose of obtaining legal advice;

(ii) Discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;

(iii) Discuss a personnel matter, including reviews, discipline issues, termination issues, salary issues, and the terms of employment for any employee of the Association;

(iv) Discuss a matter relating to contract negotiations, including a review of a bid or proposal, potential breaches, reviews of contracts, and the terms of any purchases;

(v) Discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; which may include a discussion of Rule violations by Owners or Occupants, including, but not limited to, the discussion of complaints and whether to impose fines or utilize any particular remedy to address particular violations; or

(vi) Discuss delinquent assessments or fines.

(3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board.

(4) Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session.

(5) The minutes of the meeting at which an executive session is held shall include:

(i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "to discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."

(ii) Any decisions made during executive session.

(6) Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members of the Board.

3.3 **Informal Action and Action by Directors without a Meeting**.

(a) Any action that is required or permitted by law or the governing documents to be taken at a Board of Directors' meeting may be taken without a meeting if notice is transmitted in writing by letter or electronic transmission to each Director and either:

(1) each Director consents in writing (*i.e.*, via letter or electronic transmission); or

(2) each Director by the time stated in the notice takes one of the following actions:

(i) signs a writing for such action; or signs a writing against such action, abstains in writing from voting, or fails to respond or vote; or

(ii) fails to demand in writing that the action be taken at a meeting.

(b) Notice under 3.3(a) shall state, at a minimum:

(1) the action to be taken,

(2) the time by which the Director must respond to the notice, and

(3) that failure to respond by the time stated in the notice will have the same effect as abstaining, and failing to demand in writing that the action not be taken without a meeting shall constitute a waiver of that right.

(c) An action taken pursuant to this section shall not be effective unless the Association receives writings:

(1) describing the action taken;

(2) signed by each Director; and

(3) not revoked pursuant to subsection 3.3(e).

(d) Action taken under this section is effective only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Directors then in office were present and voted.

(e) A Director may revoke consent to any action given pursuant to this section by communicating in writing that the member has changed his or her vote, with a description of the action. To be effective, the revocation must be received before receipt of the final consent necessary for the action to be effective.

(f) The Board may utilize online, telephonic, electronic, email, remote, and any other means of Director voting to the extent not prohibited by the Act and the Revised Nonprofit Corporation Act.

(g) An action approved of pursuant to this section is effective when the last writing necessary to satisfy this section is received by the Board.

(h) Action taken pursuant to this section has the same effect as action taken at a meeting of the Board and may be described as an action taken at a meeting of the Directors in any document.

(i) For purposes of this section:

(1) "Signed" or "signature" is any indication on the document, whether paper or electronic, that the document is from and consented to by the Person who is purported to have sent it. For example, a typed name at the bottom of an email satisfies the requirement for a signature.

(2) "Writing" shall refer to an email, letter, facsimile, or any other physical or electronic document.

(3) Communications may be by email, facsimile, hand delivery, mail, or other electronic or physical means.

(4) Any response to any electronic communication shall be:

(i) to the address of the sender using the same address and means of communication as was used to send the request for consent of an action, such as email, facsimile, or hand delivery; or

(ii) to any address in regular use, electronic, telephonic, or physical, by the Person sending the request.

(j) A communication shall satisfy the requirement to "describe the action taken" if:

(1) it is in the form of an email and it includes with the email the content of prior emails in the email chain that describe or include the proposed action;

(2) it is in the form of a facsimile and it includes either as a separate page or on the page in which a response is given, the request for action or a description of the proposed action; or

(3) the writing from the Director sufficiently describes or restates the proposed action.

3.4 **Compensation**. No Director shall receive compensation for any services that he/she may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in the performance of his/her duties as a Director to the extent such expenses are approved by the Board.

3.5 **Resignation and Removal**. A Director may resign at any time by delivering a written resignation to any other member of the Board or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Director may be removed and replaced at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Undivided Interest of the Association. This vote must be taken at a special meeting of the Owners called for that purpose. If the Owners vote to remove all of the members of the Board, they shall immediately thereafter and at the same meeting elect new members of the Board using the procedures normally applicable for the initial election of Directors at the annual meeting. If the Owners vote to remove less than all of the members of the Board, the Owners may vote to elect replacement members at the special meeting. If the Owners vote to remove less than all of the members of the Board and either due to inadvertence or choice do not elect replacements at the special meeting, the remaining members of the Board, by majority vote, shall appoint replacement members for the remainder of the term of the Directors who were removed.

3.6 **Vacancies other than by Removal by Owners**. If vacancies shall occur in the Board by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Director, the Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the Directors then in office, even though less than a quorum may be available. Any vacancy in the Board occurring by reason of removal of a Director by the Owners may be filled by election by the Owners at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor.

ARTICLE IV
OFFICERS

4.1 **Officers**. The officers of the Association shall be a President, Vice President, and Secretary/Treasurer.

4.2 **Election, Tenure and Qualifications**. The officers of the Association shall be chosen by the Board annually at the first meeting of the Board following the annual meeting and thereafter at any time. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. Any Person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No Person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. All officers must be members of the Board during the entire term of their respective offices.

4.3 **Subordinate Officers**. The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. Subordinate officers need not be members of the Association.

4.4 **Resignation and Removal**. Any officer may resign any officer position at any time by delivering a written resignation to any Director or any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. At any time, the Board may appoint new or different officers, with or without cause.

4.5 **Vacancies and Newly Created Offices**. If any vacancy shall occur by any cause, such vacancies may be filled by the Board at any regular or special meeting. During the time that any office is vacant and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.

4.6 **The President**. The President shall preside at meetings of the Board and at meetings of the Owners. At all meetings, the President shall have all authority typically granted to the Person presiding over a meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Persons who may include but not be limited to any Person who (i) refuses to abide by rules or requests of the presiding Person related to the order of the meeting and when speaking is permitted or (ii) engages in vulgar, threatening, or otherwise inappropriate language or gestures, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order" and (4) the right to designate the Manager or any other Person to preside over any meeting at which the President is present. Unless otherwise delegated by the President or directed by the Board of Directors, the President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board. The President shall have the general authority to implement decisions of the Board and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without Board approval as is necessary and prudent to preserve and protect the Property. The President shall be responsible for the duties of any other office while that office is vacant.

4.7 **The Vice President**. The Vice President shall act in the place and stead of the President in the event of the President's resignation, absence, inability, or refusal to act. The Vice President shall perform such other duties as required by the Board.

4.8 **The Secretary/Treasurer**. The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Committee may require such person to keep. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Secretary/Treasurer shall have authority and obligation to generally implement the requirements of governing documents as it relates to the funds of the Association including the requirement to obtain a review by an independent accountant every three years and the preparation and filing of appropriate tax returns. The Secretary/Treasurer

shall also act in the place and stead of the President in the event of the President and Vice President's resignation, absence, inability, or refusal to act. The Secretary/Treasurer shall perform such other duties as required by the Board.

4.9 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE V
SUB-COMMITTEES

5.1 **Designation of Committees**. The Board of Directors may from time to time designate such committees (each a "Committee") as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such Committee designated hereunder shall include at least one (1) Director. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Committee in the minutes. The Board may terminate any Committee at any time.

5.2 **Proceedings of Committees**. Each Committee designated hereunder by the Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. If required by the Committee, each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Committee.

5.3 **Quorum and Manner of Acting**. The Board may establish any procedural or quorum requirements for voting by the committee. The members of any Committee designated by the Board hereunder shall act only as a Committee, and the individual members thereof shall have no powers, as such. A Committee may exercise the authority granted by the Board.

5.4 **Resignation and Removal**. Any Director may resign at any time by delivering a written resignation to any member of the Board or any presiding officer of the Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any member of any Committee.

5.5 **Vacancies**. If any vacancy shall occur in any Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the Committee and, provided that two (2) or more members are remaining, may continue to act. A vacancy may be filled at any meeting of the Board.

ARTICLE VI
INDEMNIFICATION

DRAFT

6.1 **Indemnification**. No Director, officer, or member of a Committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or Committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each Person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed Committee, as well as such Person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such Persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a Committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or Committee member, and shall advance and reimburse any such Person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such Person from all suits or claims; provided further, however, that no such Person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such Person's intentional misconduct. The rights accruing to any Person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such Person in any proper case, even though not specifically provided for herein or otherwise permitted.

6.2 **Other Indemnification**. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any Person seeking indemnification may be provided under any statute, agreement, vote of disinterested Directors, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided shall continue as to any Person who has ceased to be a Director, officer, Committee Member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such Person.

6.3 **Settlement by Association**. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII
AMENDMENTS

DRAFT

7.1 **Amendments**. General Amendment Requirements. Except as otherwise provided herein, these Bylaws may be amended by the affirmative approval of Owners holding Undivided Interests totaling not less than fifty-one percent (51%) of the total Undivided Interest. The approval required to amend the Bylaws may be obtained by ballot, vote, or any other means allowed by law. The approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit

7.2 **Execution of Amendments**. Upon obtaining the required vote, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Utah County, Utah.

ARTICLE VIII
WAIVER OF IRREGULARITES

8.1 **Waiver of Procedural Irregularities**. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

(a) If the objecting person was in attendance at the meeting, they are waived if no objection to the particular procedural issue was made at the meeting.

(b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date the meeting was held.

(c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within thirty (30) days of the date of the meeting.

(d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue is made within sixty (60) days of the objecting person's receipt of actual or constructive notice of the action, vote, or decision that is the subject of the particular procedural issue.

(e) For any action, vote, or decision that occurred without a meeting, they are waived if no objection to the particular procedural issue is made within ninety (90) days of the objecting person's receipt of actual or constructive notice of the occurrence of the action, vote, or decision that is the subject of the particular procedural issue.

8.2 **Requirements for Objections**. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Document or Law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

8.3 **Irregularities That Cannot Be Waived**. The following irregularities cannot be waived under the prior subsection:

(a) Any failure to comply with the provisions of the Declaration.

(b) Any failure to obtain a proper quorum,

(c) Any failure to obtain the proper number of votes, consents, or approvals required to take a particular action.

DRAFT

Park Place Suites Condo Plat

Aerial

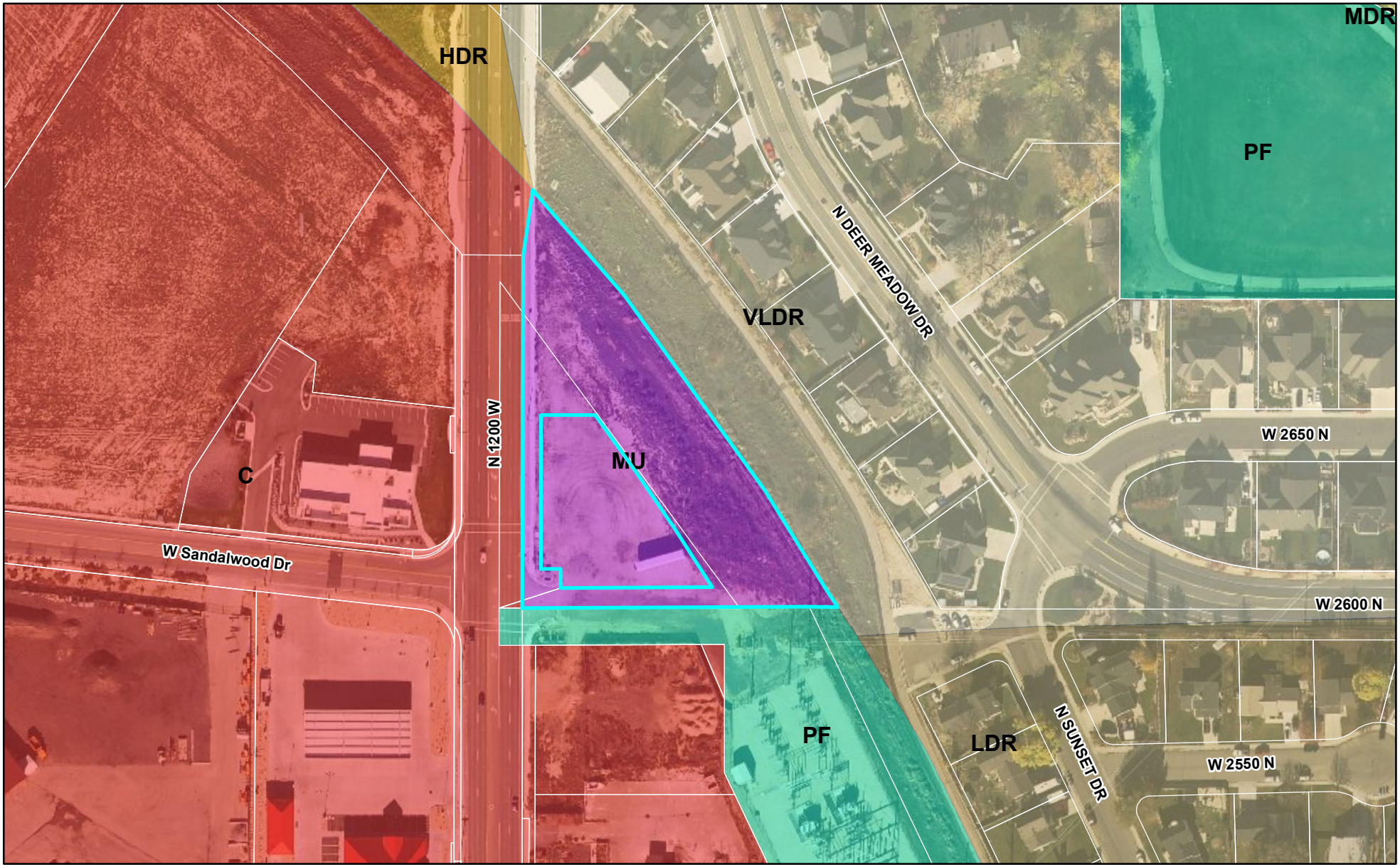


0 175 350 Feet

LEHI CITY

Park Place Suites Condo Plat

General Plan

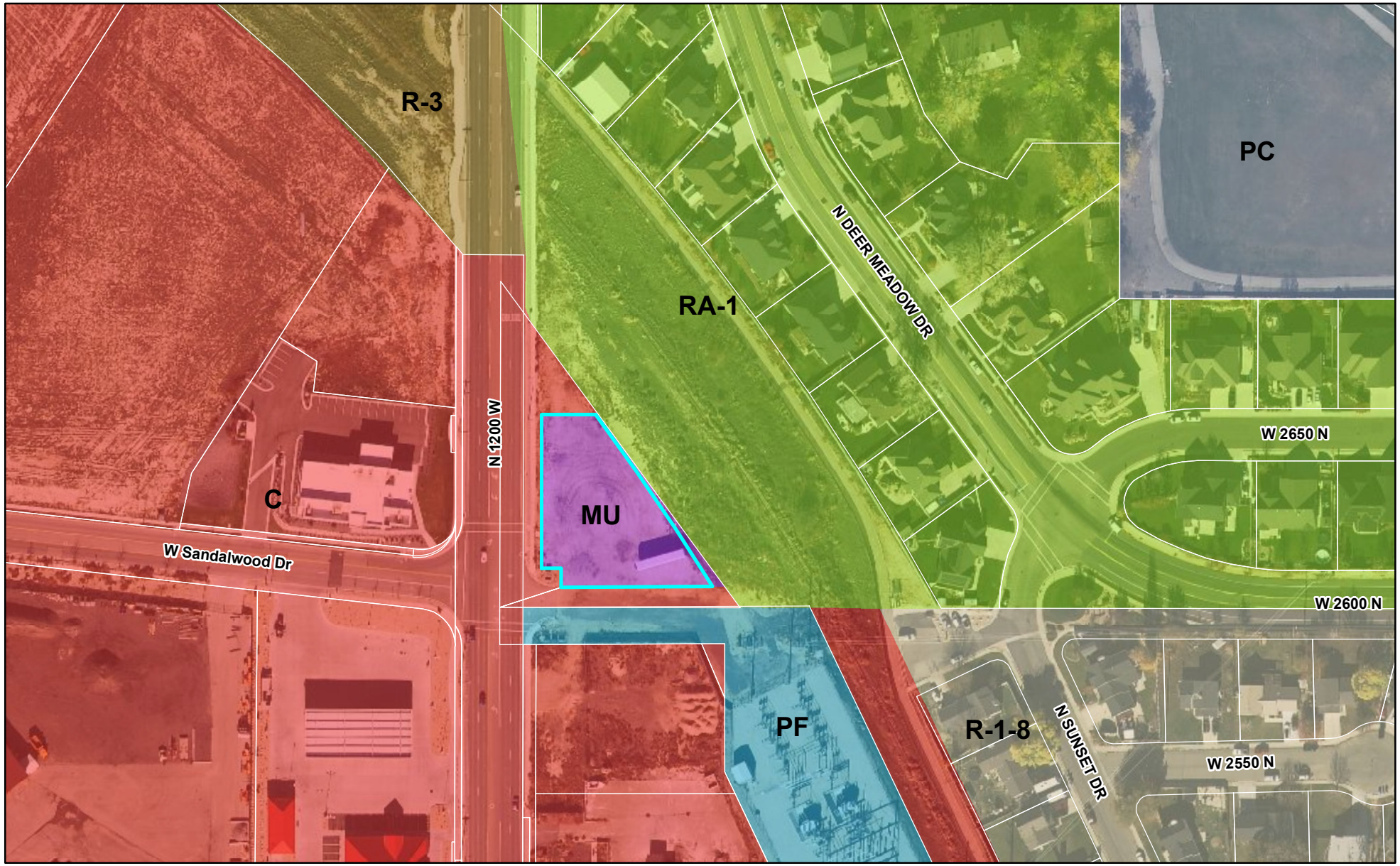


0 175 350 Feet

LEHI CITY

Park Place Suites Condo Plat

Zoning



0 175 350 Feet

LEHI CITY

Agenda Item No: 22

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Final subdivision approval for the Vivian Estates Phase 4, including 22 single family lots located at approximately 2250 North 400 East in the RA-1 zone.

Suggested Action:

Attachments:

CC Staff Report Vivian Estates Phase 4 Final Subdivision 12.12.23.docx

Vivian Estates Phase 4 Final Subdivision DRC 11.29.23.docx

Vivian Estates Phase 4.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

VIVIAN ESTATES PHASE 4 FINAL SUBDIVISION

CITY COUNCIL REPORT

Applicant	JDH Development		
Meeting Date	December 12, 2023		
Requested Action/Purpose	Approval of a final subdivision		
Location	600 East and 2000 North		
Existing Land Use	Undeveloped		
Existing Zoning	RA-1		
General Plan Land Use Designation	VLDR (Very Low Density Residential)		
Number of Lots/Units	22 Lots		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	TH-5	Dry Creek River
	East	RA-1	Vivian Estates Phase 3
	West	A-1	Single Family Homes/ Undeveloped
Date of DRC Review	November 29, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.180. Effective Period of Final Subdivision Plat Approval.
The approval of a final subdivision plat shall be effective for a period of two (2) years from the date the final plat is approved and signed by the City Council, at the end of which time such final subdivision plat shall have been recorded in the office of the Utah County Recorder.

PROPERTY HISTORY

March 22, 2017	Property came into the City as part of the Vivian Carter Addition.
October 10, 2023	City Council approved the Vivian Estates Phase 4 Preliminary Subdivision

REPORT ANALYSIS

The applicant requests approval of Vivian Estates Phase 4 Final Subdivision located at approximately 600 East and 2000 North in the RA-1 zone.

The proposed final subdivision matches the preliminary subdivision approved in October of this year.

The proposed subdivision includes 22 lots and the dedication of 1.56 acres to the City. The land dedication includes the Dry Creek corridor and space for the Dry Creek Trail. The applicant requests density in lieu of payment for the land dedication. The density is provided by reduction in building setbacks and lot size flexibility. The proposed lots range in size from just over 15,500 square feet to over 33,000 square feet.

Pedestrian connections are also required to master planned trails at a maximum spacing of 600 feet. This was discussed at preliminary subdivision, and discussions are continuing to happen with the applicant. The slopes have required around a 17 percent grade on the proposed trail connection which could cause safety concerns. A new location is being considered to see if it could reduce the grade of the trail. The DRC left a comment that if a trail connection is determined to not be feasible, additional land should be dedicated next to Dry Creek and the trail there to improve that trail experience. The applicant continues to work with Staff on determining the feasibility of a trail connection.

The DRC reviewed the proposed subdivision and had six redline comments:

1. No power utilities exist in this area. 600 East line extension must be completed, and phase three in construction prior to approval.
2. Power & gas conflict. High pressure easement—no power allowed, crossing only. May proceed with grading only until the gas easement is abandoned or released.
3. In lieu of the two trail connections that are required to meet the City's connectivity standards, dedication of additional area along Dry Creek could be provided, to take in all of the FEMA floodplain area.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve, approve with modifications, or deny the proposed final subdivision. Any motion should include findings. Possible findings include:

1. The proposed final subdivision matches the approved preliminary subdivision.
2. The proposed subdivision will provide open space through dedication of the Dry Creek Corridor and construction of that portion of the Dry Creek Trail.
3. The proposed subdivision does/does not meet the requirements of the Development Code in regard to subdivision approvals.
4. Other findings based upon information presented at the public meeting.

Vivian Estates Phase 4 Final Subdivision
DRC Redline Comments

JDH Development- requests review of the Vivian Estates Phase 4 Final Subdivision including 22 single family lots located at approximately 2250 North 400 East in the RA-1 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Shelbey Brewer, Gary Smith, Brad Kenison, James Farnsworth
Assigned Planner: Brittney
Representatives of the Applicant Present: Austin White and Josh Moffat
Date of Plans Reviewed: 11/14/23
Time Start: 4:05pm
Time End: 4:18pm

DRC REDLINE COMMENTS:
Glade – Power:
CRITICAL ISSUE: No power utilities exist in this area. 600 East line extension must be completed, and phase three in construction prior to approval.
1. Provide power plan sheet for off-site power line work required. Show from Vivian phase 3 to Center Street. Show the existing LP equipment, Easement(s) and off-site wet utilities and access road required for loop feed.
2. Power & gas conflict. High pressure easement—no power allowed, crossing only. May proceed with grading only until the gas easement is abandoned or released.

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
3. Add the master-planned dry creek trail back into the plan set. The existing Dry Creek trail and many other trails and city parks are in flood plains; this would not be a reason to provide an exception. Consider setting up a meeting to discuss the trail with the parks department outside of DRC, as these plans seem to change significantly every time we see them.

Gary – Building/Inspections: No comments
Shelbey – Public Works: No comments
Brad – Engineering: No comments
Kim – Planning:
4. In lieu of the two trail connections that are required to meet the City's connectivity standards, dedication of additional area along Dry Creek could be provided, to take in all of the FEMA floodplain area.
5. Remove trail from all plan pages if you are asking for the exception to not provide it.

PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Stefanie Daggs- Sdaggs@lehi-ut.gov or 385-201-2523)
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Required water dedication must be completed.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Include surveyor's and engineer's stamps and signatures on the construction drawings.
7. Show lot addresses on the final plat (must coordinate with Planning Division).
8. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
9. Irrigation Company signature on the construction drawings for the irrigation piping.
10. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

11. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
12. Provide a signed development agreement (prepared by Lehi City Planning Department).
13. Provide a Rocky Mountain Power agreement and cost estimate for the relocation of the RMP power poles which shall be included in the bond. The developer is responsible to pay all costs for relocation at the time the bond is posted.
14. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (Contact Shelbey Brewer at sbrewer@lehi-ut.gov).
15. Schedule a SWPPP inspection through Daniel Hadlock at (801) 836-3523 or Greg Soper at (385) 415-4073). This should be the last item completed prior to scheduling a preconstruction meeting.
16. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division and Public Works (Shelbey Brewer at sbrewer@lehi-ut.gov) for review and approval (signed by Mayor). Final signed agreement must be recorded by developer and a copy submitted to the City.
17. Obtain PLSS (Public Land Survey System) clearance letter from the Utah County Surveyor Office. If there are PLSS monuments located on or adjacent to property a monument excavation permit may be required.
    Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@utahcounty.gov Address 2855 South State Street, Provo, UT 84606 (801) 851-8671 or (801) 851-8669.
18. Address any comments or conditions from City Council approval.
19. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
20. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

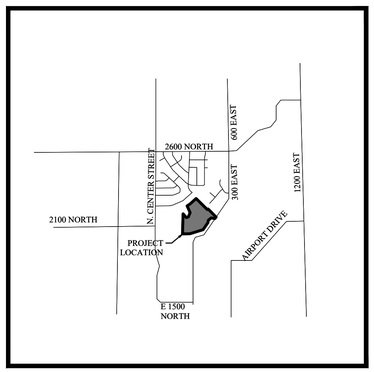
loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON DECEMBER 12th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

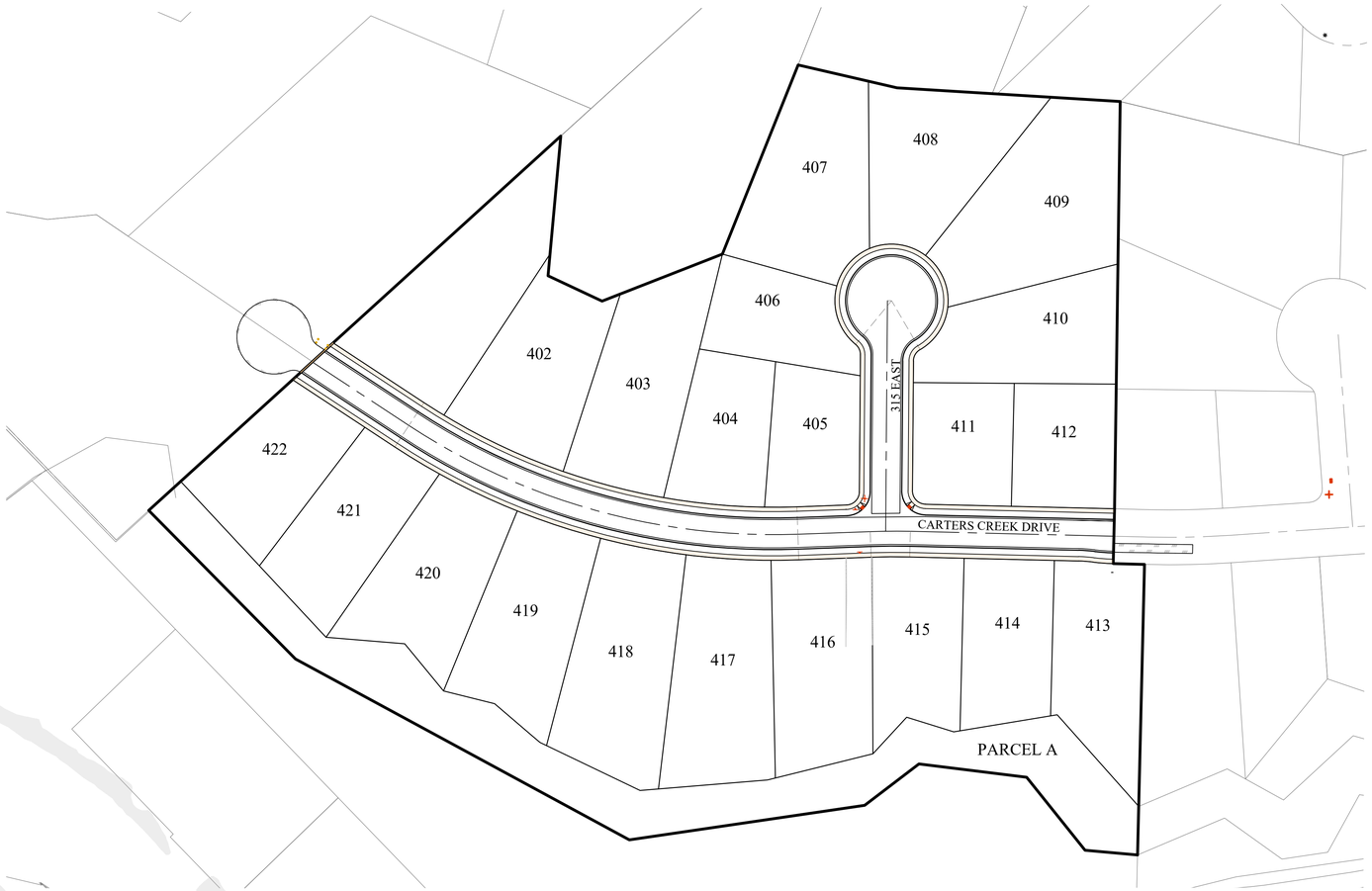
VIVIAN ESTATES PHASE 4

PREPARED FOR:
JDH DEVELOPMENT
LOCATED IN:
LEHI CITY, UT



VICINITY MAP
N.T.S

BENCHMARK
NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29



SITE MAP

Sheet List Table

Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT
C3.1	SITE PLAN
C4	OVERALL GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C4.3	GRADING PLAN
C5	OVERALL DRAINAGE PLAN
C5.1	DRAINAGE PLAN
C5.2	DRAINAGE PLAN
C5.3	DRAINAGE PLAN
C5.4	PHASE 3 DRAINAGE PLAN
C5.4	PHASE 3 DRAINAGE PLAN
C5.5	PHASE 3 DRAINAGE PLAN
C6	SEWER PLAN
C7	WATER PLAN
C8	EROSION CONTROL PLAN
C9	POWER PLAN
C9.1	POWER PLAN
C9.2	POWER PLAN
C9.3	POWER PLAN
C9.4	POWER PLAN
PP01	CARTERS CREEK DRIVE
PP02	CARTERS CREEK DRIVE
PP03	CARTERS CREEK DRIVE
PP04	315 EAST
PP05	GASLINE PROFILE
D1	DETAILS
D2	DETAILS
D3	DETAILS

LEHI CITY NOTES

1. ONE (1) COLOR ELECTRONIC COPY OF AS-BUILT DRAWINGS, FORMATTED IN ACCORDANCE WITH SECTION 3 OF THE 2016 EDITION OF LEHI CITY DESIGN STANDARDS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING, WATER, SEWER, STORM DRAIN, AND POWER.
2. ALL CONSTRUCTION IS TO BE DONE AS PER THE 2016 EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS AND 2016 LEHI CITY POWER SPECIFICATIONS.
3. ALL ADA ACCESSIBLE SIDEWALK RAMPS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE 2016 EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENT SPECIFICATIONS.
4. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL WHICH IS INCLUDED IN SHEETS M6-D1.
5. PRIOR TO COMMENCEMENT OF ANY WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.
6. LEHI POWER WILL NOT SET EQUIPMENT OR PULL CONDUCTOR PRIOR TO CONCRETE FOR CURB AND SIDEWALK BEING PLACED.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO LEHI CITY STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

6. LOTS 318-322 FALL WITHIN THE WILDLAND URBAN INTERFACE WILL BE FIRE SPRINKLERED. TYPICAL ¾" RESIDENTIAL WATERLINES WILL BE UP-SIZED TO 1" TO ACCOMMODATE THE FIRE SPRINKLERS AS NECESSARY.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: BEN DUZETT
SURVEY MANAGER: JUSTIN LUNDBERG

OWNER/DEVELOPER
JDH DEVELOPMENT
1450 WEST 1850 NORTH
LEHI, UTAH 84043
(559) 367-3134
CONTACT: JOSH MOFFAT

Know what's below. Call 811 before you dig.

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

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www.focussmith.com

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
COVER SHEET

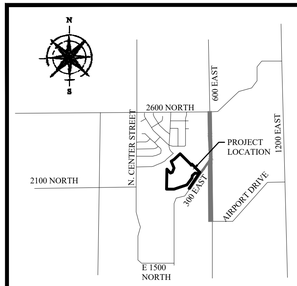
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COVER SHEET

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Date:	11/14/2023	Job #:	21-0561
Sheet:	C1		

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VICINITY MAP

N.T.S

NOTES:

1. THIS AREA IS SUBJECT TO NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. 10' PUBLIC UTILITY AND ROADWAY CONSTRUCTION EASEMENT ALONG ALL ROADWAYS (AS SHOWN).
3. #5 REBAR AND CAP (FOCUS ENG.) TO BE SET AT ALL REAR LOT CORNERS. PLUG TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
4. BONUS DENSITY, REDUCED BUILDING SETBACKS AND LOT SIZE FLEXIBILITY HAS BEEN GRANTED TO THIS SUBDIVISION FOR OPEN SPACE DEDICATION ALONG DRY CREEK AND THE 600 EAST TRAIL.
5. PARCEL A IS HEREBY DEDICATED TO AND MAINTAINED BY LEHI CITY.
6. LOTS 413-422 ARE LOCATED WITHIN THE WILDLAND/URBAN INTERFACE AND ARE DEEMED HIGH TO EXTREME FIRE HAZARD AND WILL HAVE A 1" CULINARY WATER METER.
7. NO ADDITIONAL GRADING, CONSTRUCTION, ETC. IS ALLOWED IN THE SLOPE EASEMENT AREA; IT CAN BE LANDSCAPED, BUT OTHERWISE IS TO BE LEFT UNDISTURBED
8. NO GRADING IS ALLOWED IN FLOOD PLAIN AREA

TABULATIONS:

CURRENT ZONE:	RA-1
TOTAL AREA:	15.16 ACRES
SINGLE FAMILY LOTS:	22
OPEN SPACE:	1.56 ACRES
DENSITY:	1.45 UNITS/ACRE
ROADWAY AREA:	1.89 ACRES
ROADWAY LENGTH:	1,212.64 FEET

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	750.00	35°26'01"	463.82	N59°35'59"E	456.47
C2	750.00	3°28'03"	45.39	S43°37'00"W	45.38
C3	750.00	1°20'07"	17.48	S42°33'02"W	17.48
C4	750.00	2°07'56"	27.91	S44°11'04"W	27.91
C5	719.00	2°07'16"	26.62	N76°15'22"E	26.62
C6	719.00	11°53'36"	149.25	N69°14'55"E	148.98
C7	719.00	9°21'25"	117.42	N58°37'25"E	117.29
C8	719.00	9°09'02"	114.83	N49°22'11"E	114.71
C9	719.00	2°54'42"	36.54	N43°20'20"E	36.53
C10	15.00	87°31'17"	22.91	N01°52'40"W	20.75
C11	15.00	50°59'36"	13.35	N71°05'00"W	12.91
C12	64.00	65°40'21"	73.36	N63°44'38"W	69.41
C13	64.00	51°53'31"	57.96	N04°57'42"W	56.00
C14	64.00	59°46'24"	66.77	N50°52'16"E	63.78
C15	64.00	59°44'51"	66.74	S69°22'07"E	63.76
C16	64.00	53°15'20"	59.49	S12°52'01"E	57.37
C17	15.00	59°20'51"	15.54	S15°54'47"E	14.85
C18	15.00	89°03'46"	23.32	N89°52'55"E	21.04
C19	719.97	3°23'19"	42.58	S43°39'31"W	42.58
C20	753.31	2°23'07"	31.36	S43°02'11"W	31.36
C21	787.91	7°00'08"	96.29	S47°43'51"W	96.23
C22	778.81	7°14'09"	98.35	S54°53'20"W	98.29
C23	778.92	7°18'39"	99.39	S62°09'40"W	99.32
C24	777.50	7°10'28"	97.36	S69°23'47"W	97.29
C25	781.67	4°19'30"	59.01	S75°08'48"W	58.99

Line Table		
LINE	DIRECTION	LENGTH
L1	S76°14'21"E	64.00
L2	N06°34'48"W	64.00
L3	N44°24'47"E	4.72

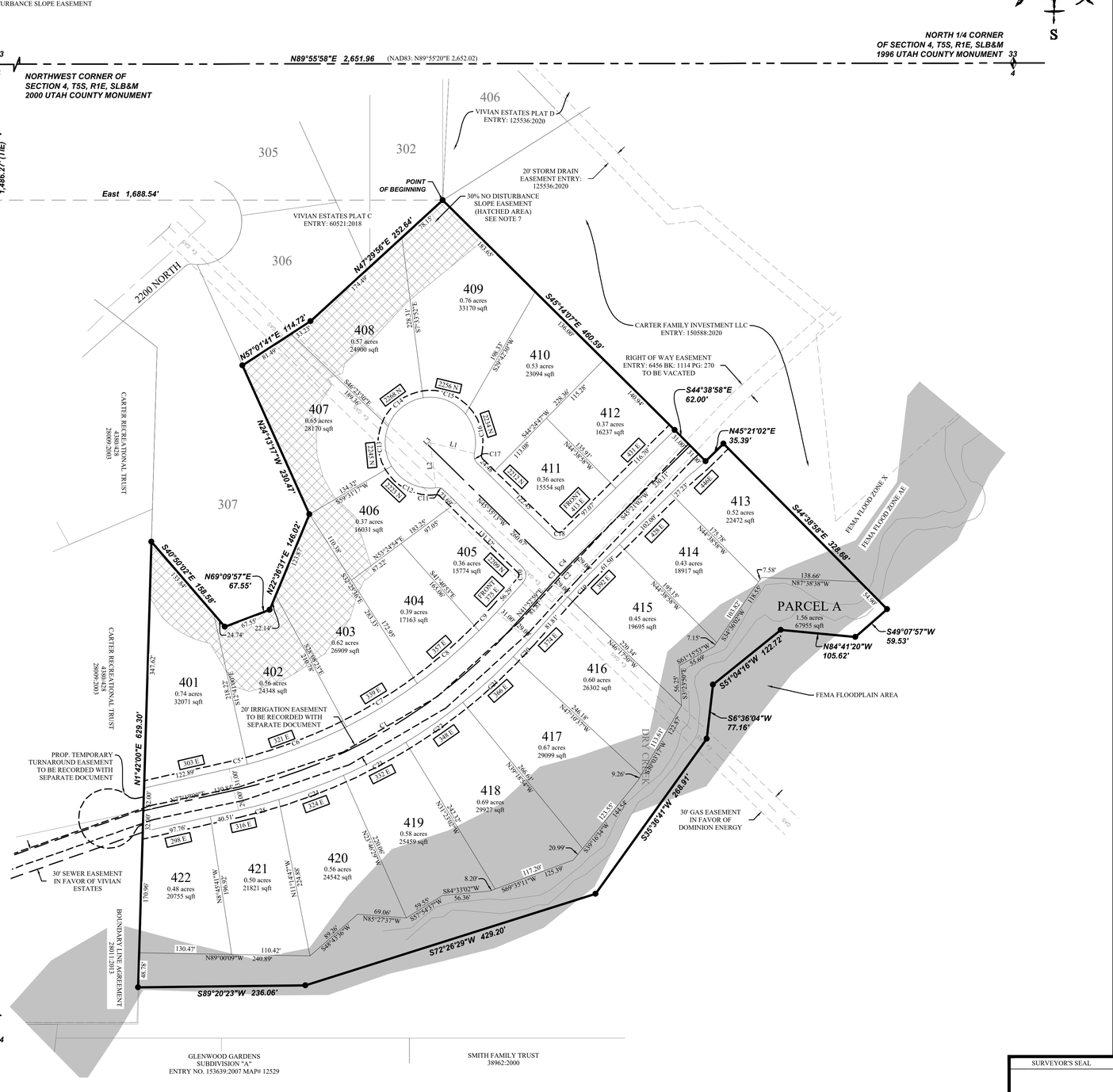
LEGEND

- BOUNDARY
- CENTERLINE
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- 30% NO DISTURBANCE SLOPE EASEMENT

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.



SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
Professional Land Surveyor
Certificate No. 12554439

FOR REVIEW ONLY

Date

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

JOHN D. HADFIELD
PRESIDENT, VIVIAN ESTATES, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20__

APPROVED BY MAYOR

ATTEST_____
CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20___, BY THE LEHI CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY

CHAIR, PLANNING COMMISSION

PHASE 4

VIVIAN ESTATES

FINAL PLAT
RESIDENTIAL SUBDIVISION
LOCATED IN THE NW1/4 OF SECTION 4, T5S, R1E,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER'S SEAL

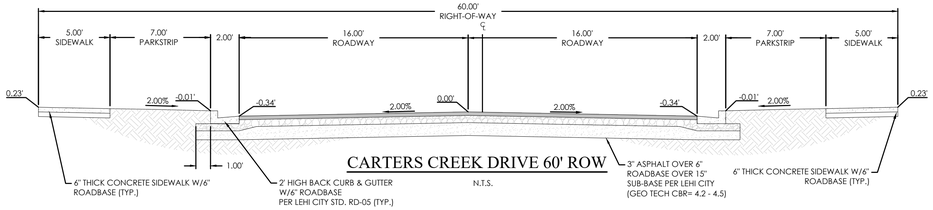
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6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

LEHI IRRIGATION COMPANY

APPROVED THIS ___DAY OF _____
A.D. 20___ BY LEHI IRRIGATION COMPANY

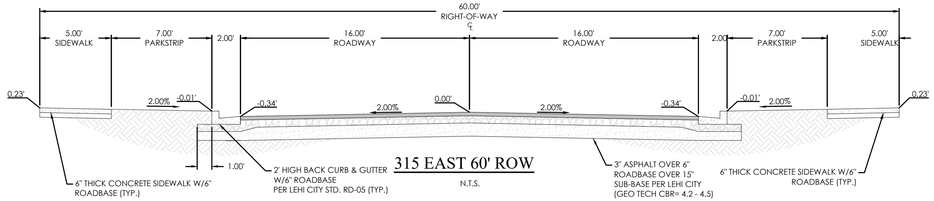
PREPARED FOR
HADCO CONSTRUCTION
1450 WEST 1850 NORTH
LEHI, UTAH 84043
(559) 367-3134
CONTACT: JOSH MOFFAT

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CARTERS CREEK DRIVE 60' ROW

N.T.S.



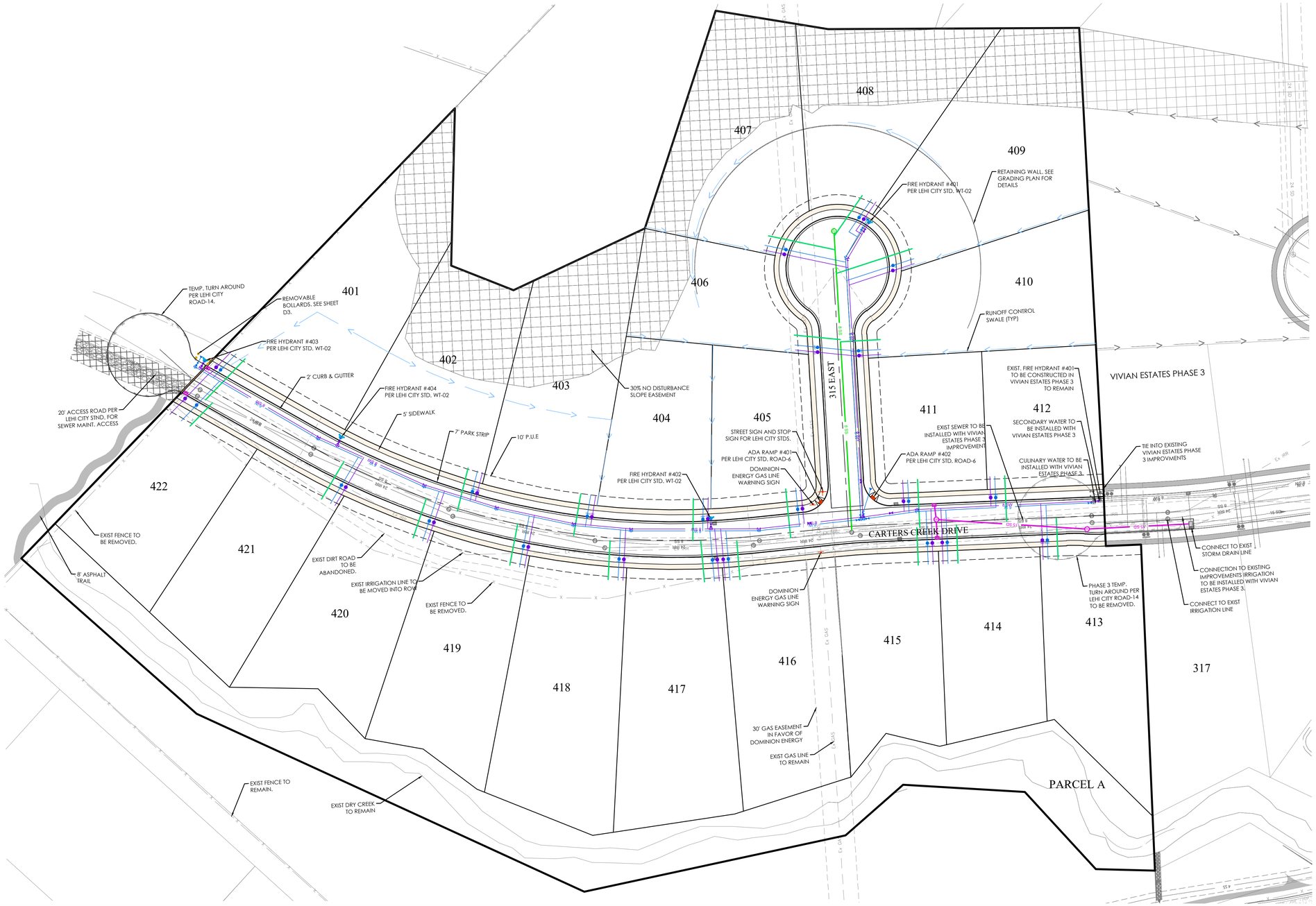
315 EAST 60' ROW

N.T.S.

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
1. 7.0' MINIMUM RADIUS ON ALL TRAIL CONNECTIONS
2. 40.0' MINIMUM RADIUS ON TRAIL CENTERLINES



GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4
LEHI CITY, UT
SITE PLAN

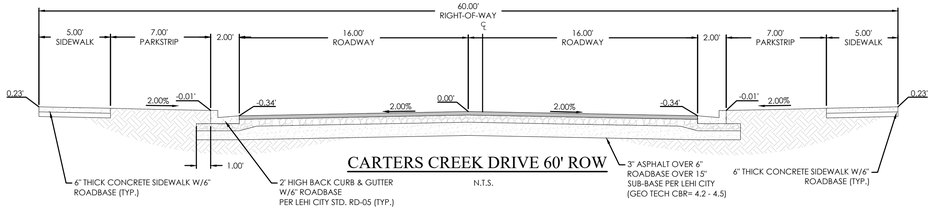
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SITE PLAN

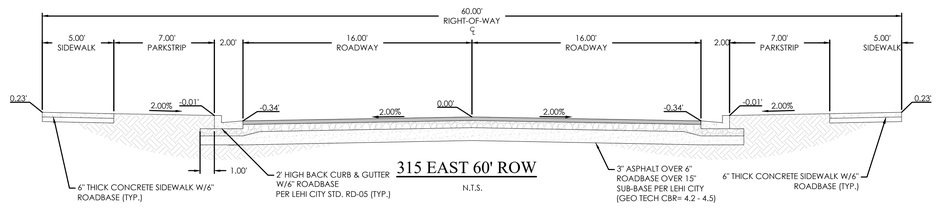
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CARTERS CREEK DRIVE 60' ROW

N.T.S.



315 EAST 60' ROW

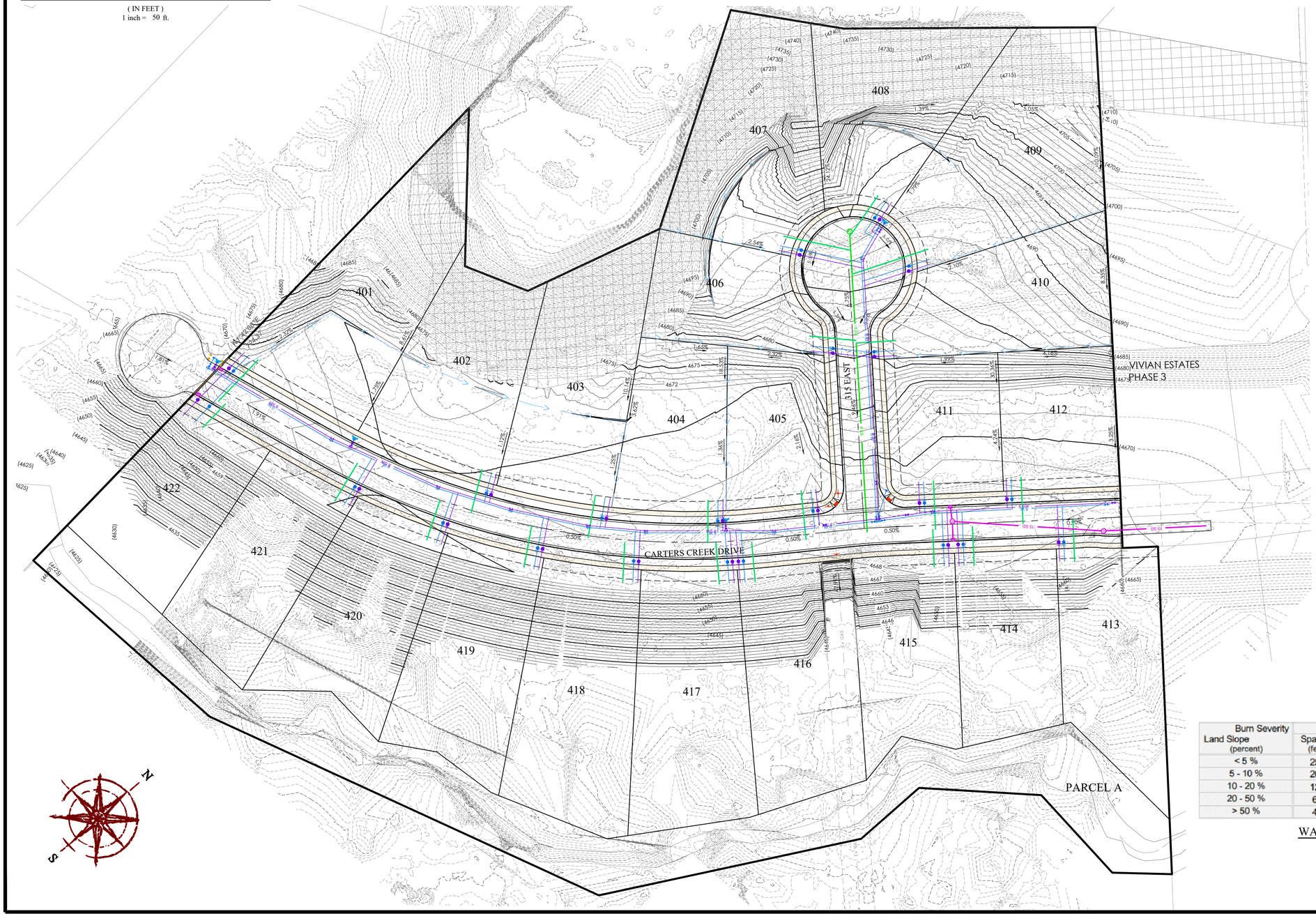
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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	S SD CB
SEWER MANHOLE	S
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

CONTRACTOR NOTES:

1. DISTURBED HILLSIDE MUST BE STABILIZED TO PREVENT EROSION. AMERICAN EXCELSIOR, OR APPROVED EQUIVALENT, STRAW WATTLES SHALL BE INSTALLED PER SPACING TABLE SHOWN ON THE WATTLE DETAIL (THIS SHEET). DISTURBED HILLSIDE SHALL BE SEEDED PER ATTACHED RE-VEGETATION DETAIL AND SEED VENDOR'S RECOMMENDATIONS. HILLSIDES WITH SLOPES GREATER THAN 3V:1H SHALL BE HYDROSEEDED WITH TACKIFIER.
2. CONTRACTOR SHALL PROVIDE FIRE PROTECTION WHILE GRADING IN THE WILDLAND URBAN INTERFACE.

NOTES:

ALL DISTURBED HILLSIDES THAT ARE 3:1 SLOPES OR GREATER WILL BE RE-SEEDED WITH THE NATIVE SEED MIX LEFT. ALL AREAS DEEMED TO BE 30% GRADE OR GREATER WILL BE DEFINED BY THE HATCH BELOW.

SLOPE AREAS CREATED FOR DETENTION BASIN WILL ALSO BE RESEEDED WITH NATIVE SEED MIX.

RE-VEGATATIVE SEED MIX:

SPECIES	%
Slender wheatgrass	15
Western wheatgrass	17.5
Bluebunch wheatgrass	16.25
Sheep fescue	3.5
Sandberg bluegrass	2.75
Indian ricegrass	10
Rubber rabbit brush	5
Western sage	5
Blanket flower	5
Blue flax	10
California poppy	10

SEEDING RATE IS 20 POUNDS PER ACRE

(Seedmix provided by Granite Seed, Lehi, Utah)

RE-VEGETATION DETAIL

Exhibit A
The re-vegetated slope indicated represents a 2:1 slope located on the Traverse Mountain property which was seeded in 2004. Plantings indicated are representative of the proposed Revegetative Seed Mix below.



Burn Severity / Land Slope (percent)	Low Spacing (feet)	Low Intensity # Wattles (feet/acre)	Moderate Spacing (feet)	Moderate Intensity # Wattles (feet/acre)	Severe Spacing (feet)	Severe Intensity # Wattles (feet/acre)
< 5 %	250	180	160	272	130	335
5 - 10 %	200	218	120	363	90	484
10 - 20 %	120	363	60	726	40	1089
20 - 50 %	60	726	30	1452	20	2178
> 50 %	40	1089	20	2178	20	2178

WATTLE SPACING CALCULATION TABLE

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
OVERALL GRADING PLAN

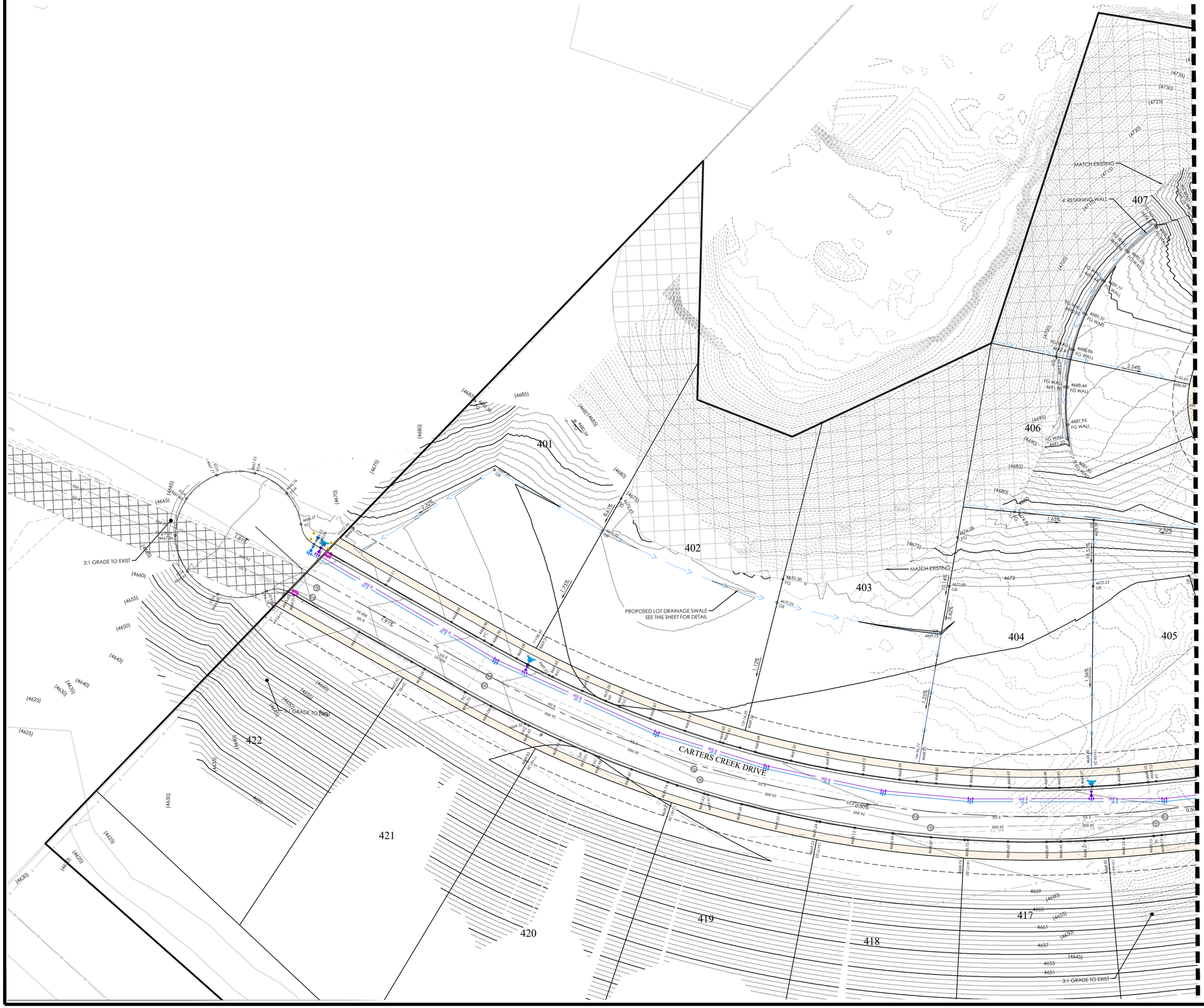
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OVERALL GRADING PLAN

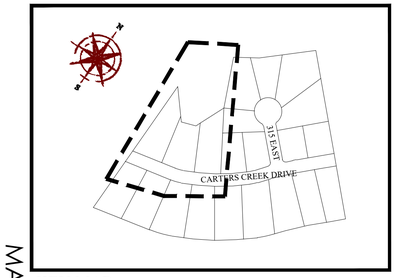
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Date: 11/14/2023 | Job #: 21-0561
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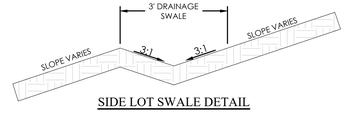


LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	



KEY MAP
N.T.S



SIDE LOT SWALE DETAIL
NTS

NOTES:
1. 7.0' MINIMUM RADIUS ON ALL TRAIL CONNECTIONS
2. 40.0' MINIMUM RADIUS ON TRAIL CENTERLINES

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
GRADING PLAN

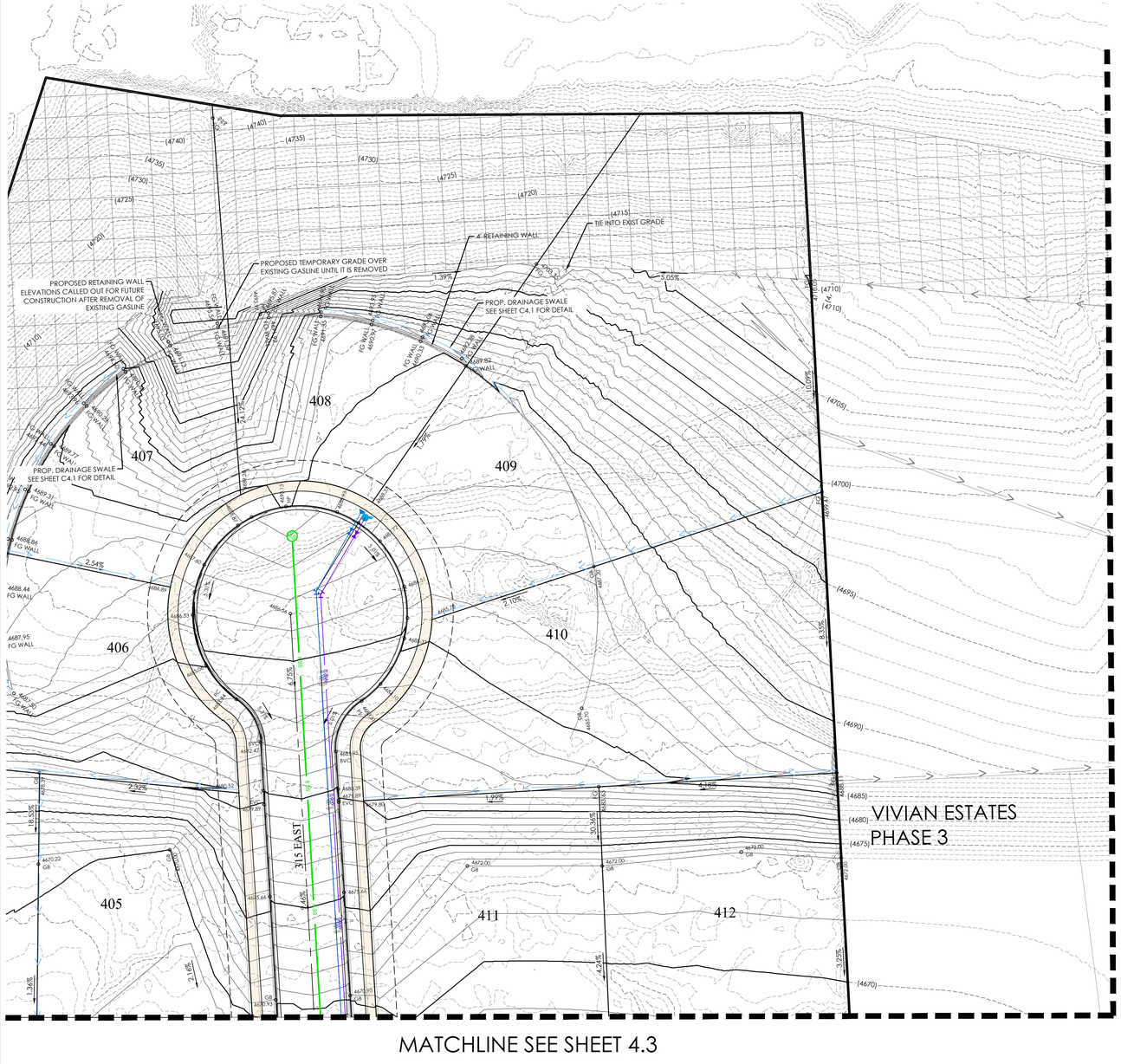
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GRADING PLAN

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Sheet:	C4.1		

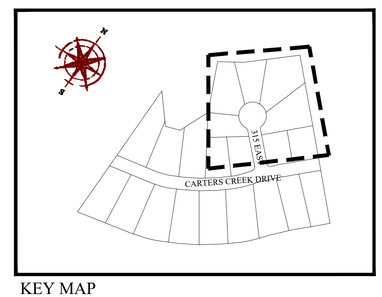
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LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	S SD
SEWER MANHOLE	S
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	S SD
EXIST. SEWER MH	S
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
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2. 40.0' MINIMUM RADIUS ON TRAIL CENTERLINES



KEY MAP
N.T.S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
GRADING PLAN

REVISION BLOCK

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GRADING PLAN

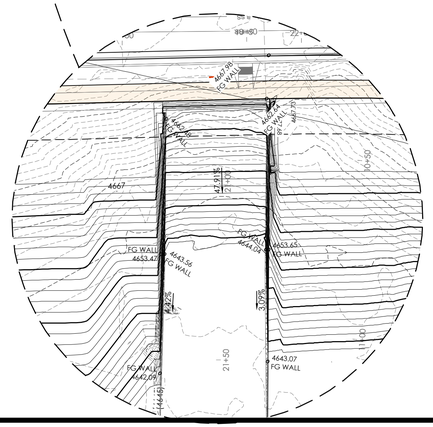
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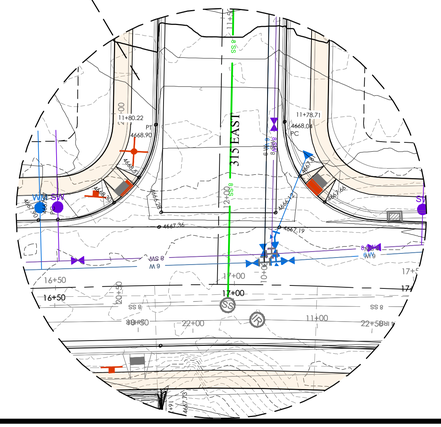
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MATCHLINE SEE SHEET 4.1

MATCHLINE SEE SHEET 4.2



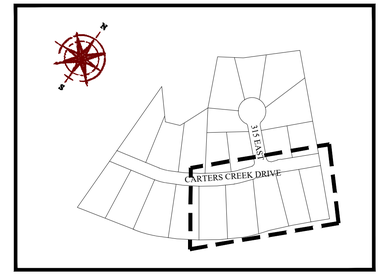




LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
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EXIST. XX RCP SD	Ex 18 SD
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EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
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SD MH, INLET, AND COMBO	
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VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
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EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
1. 7.0' MINIMUM RADIUS ON ALL TRAIL CONNECTIONS
2. 40.0' MINIMUM RADIUS ON TRAIL CENTERLINES



KEY MAP
N.T.S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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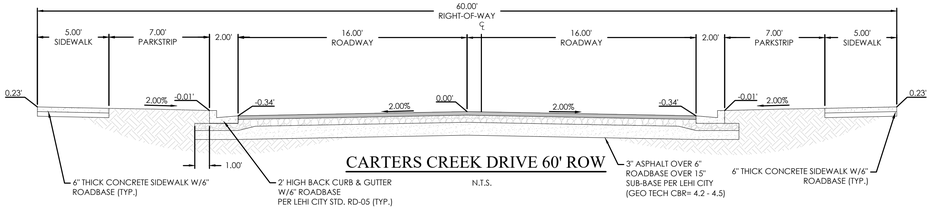
VIVIAN ESTATES PHASE 4
LEHI CITY,UT
GRADING PLAN

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GRADING PLAN

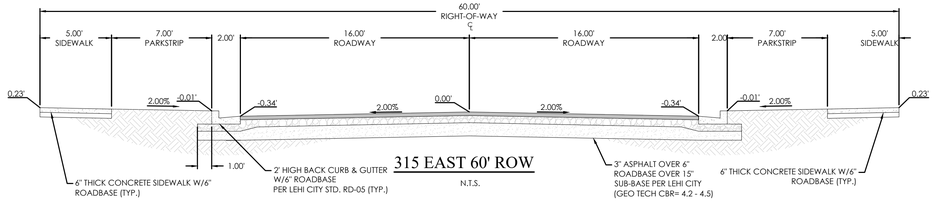
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Date:	11/14/2023	Job #:	21-0561
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CARTERS CREEK DRIVE 60' ROW

N.T.S.

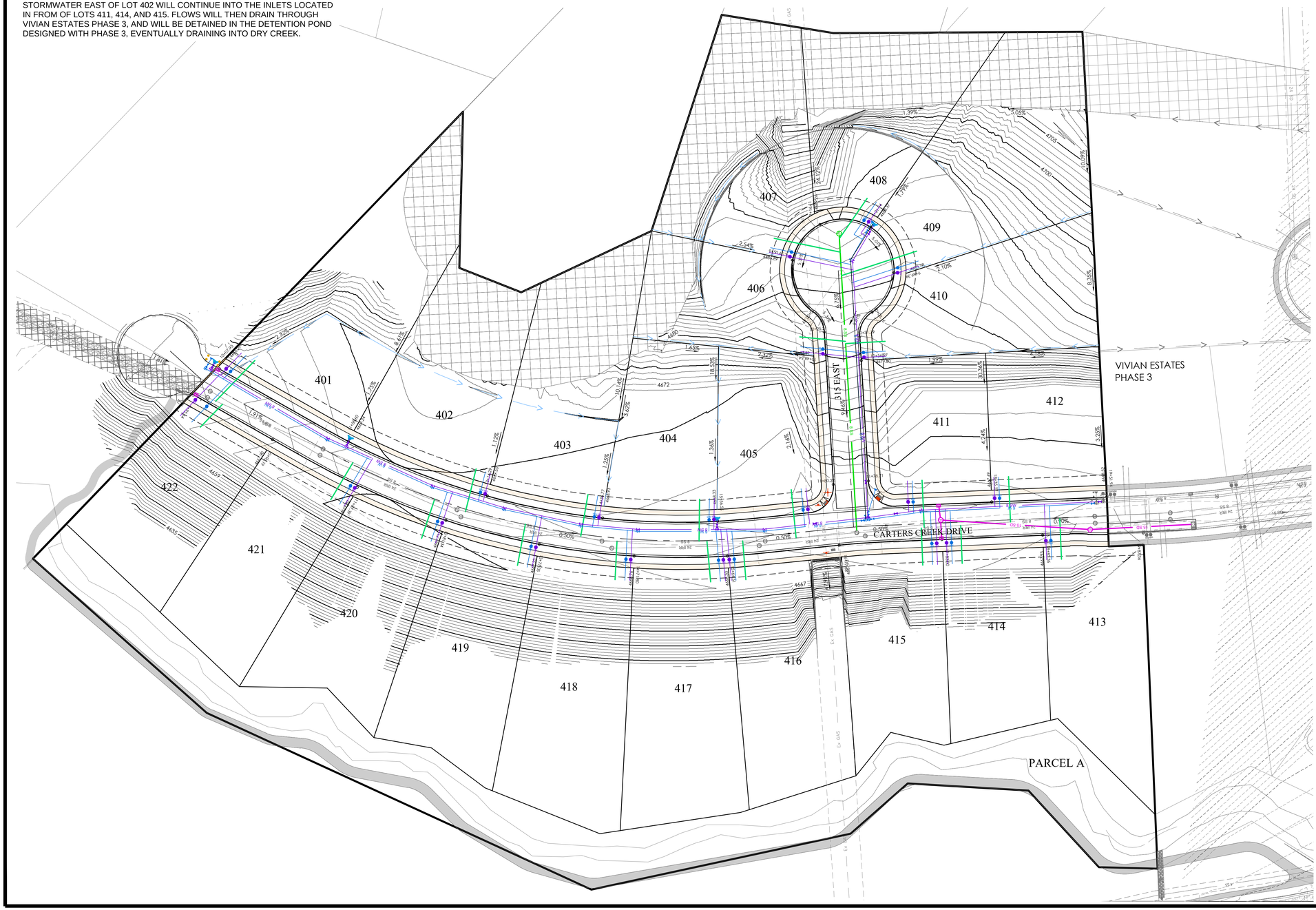


315 EAST 60' ROW

N.T.S.

STORM DRAIN NARRATIVE

STORMWATER FALLING WITHIN THE BOUNDARY OF VIVIAN ESTATES PHASE 4 IS TO FLOW INTO STREETS, OR DIRECTLY SHED INTO DRY CREEK DEPENDING ON GRADING. WATER FALLING WEST OF LOT 402 WILL DRAIN INTO SUMPS THAT WILL ALLOW THE STORMWATER TO PERCOLATE. STORMWATER EAST OF LOT 402 WILL CONTINUE INTO THE INLETS LOCATED IN FROM OF LOTS 411, 414, AND 415. FLOWS WILL THEN DRAIN THROUGH VIVIAN ESTATES PHASE 3, AND WILL BE DETAINED IN THE DETENTION POND DESIGNED WITH PHASE 3, EVENTUALLY DRAINING INTO DRY CREEK.



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	S SD
SEWER MANHOLE	S
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

1. NOTES:
   DRAINAGE WILL BE DIRECTED TOWARDS THE DESIGNED DETENTION PONDS WITH A RELEASE RATE OF 0.2 CFS PER ACRE INTO THE CREEK. ALL OTHER DRAINAGE WILL BE DIRECTED TOWARDS THE CREEK VIA SURFACE FLOWS.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
OVERALL DRAINAGE PLAN

REVISION BLOCK

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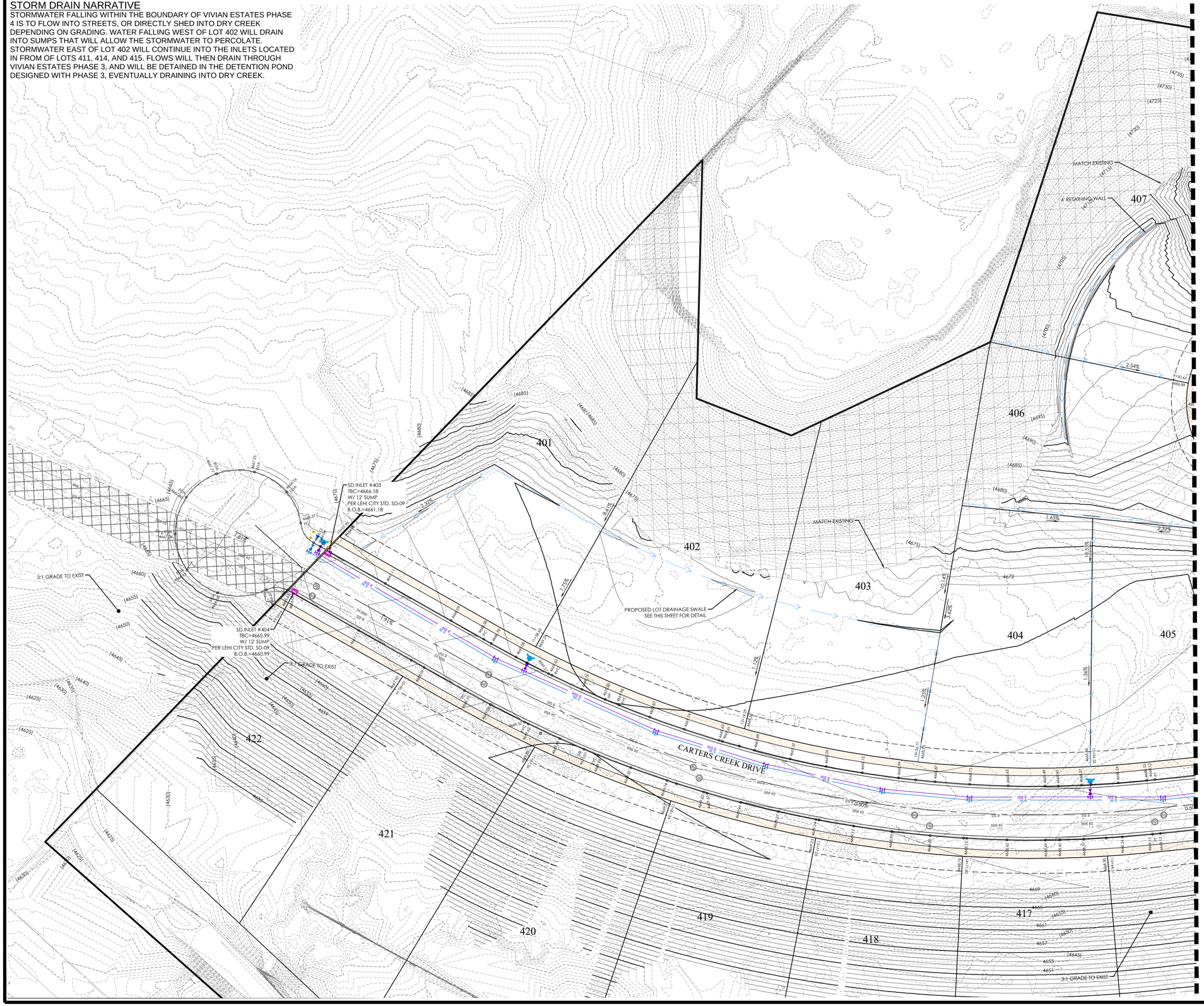
OVERALL DRAINAGE PLAN

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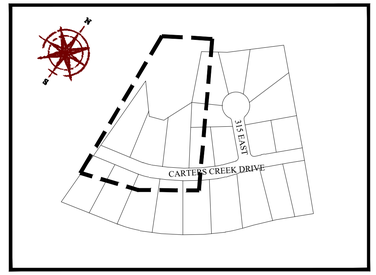
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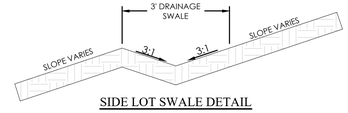


LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
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VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
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EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	



KEY MAP
N.T.S



SIDE LOT SWALE DETAIL
NTS

NOTES:
1. 7.0' MINIMUM RADIUS ON ALL TRAIL CONNECTIONS
2. 40.0' MINIMUM RADIUS ON TRAIL CENTERLINES

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
DRAINAGE PLAN

REVISION BLOCK

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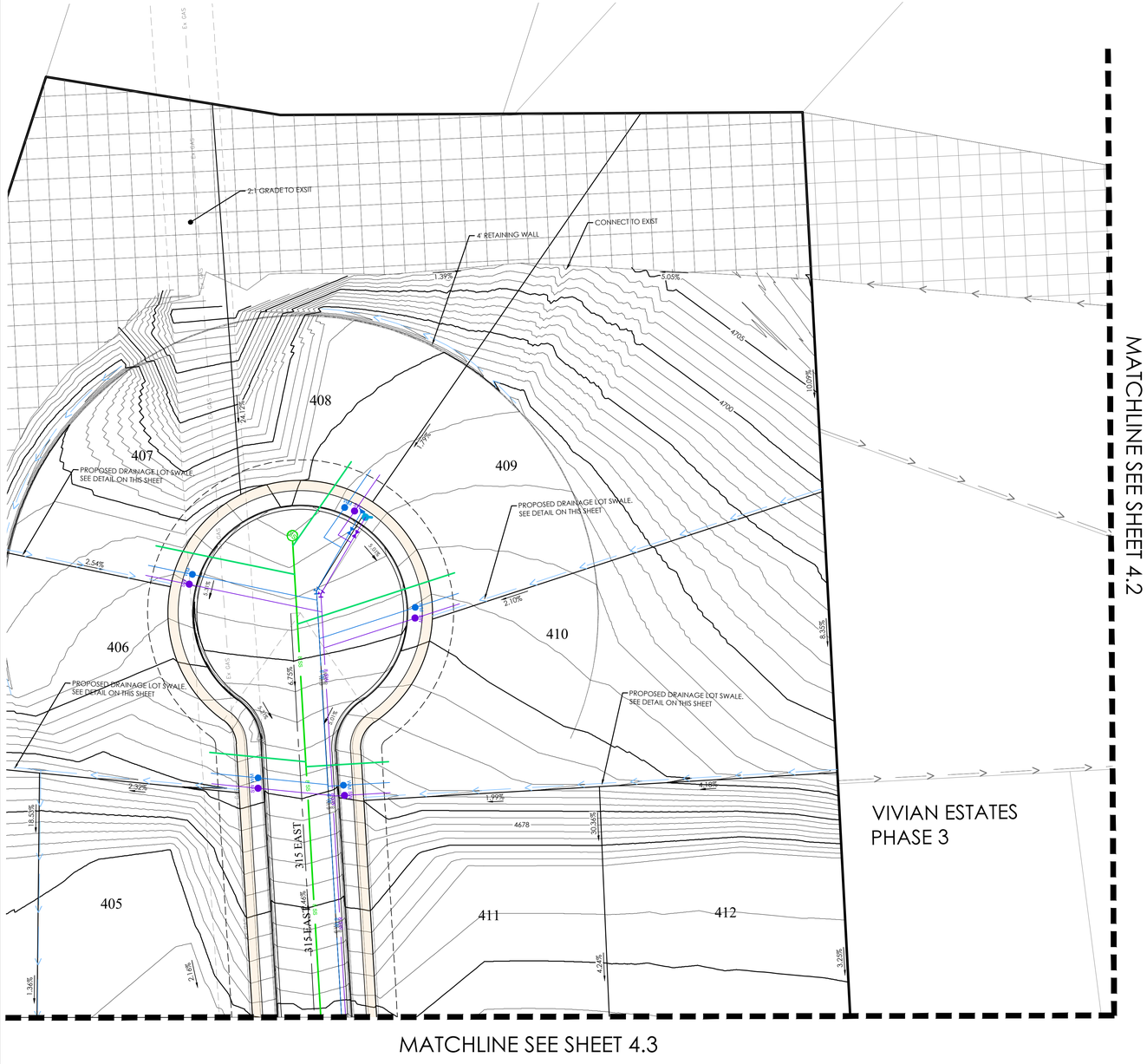
DRAINAGE PLAN

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Date:	11/14/2023	Job #:	21-0561
Sheet:	C5.1		

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STORM DRAIN NARRATIVE

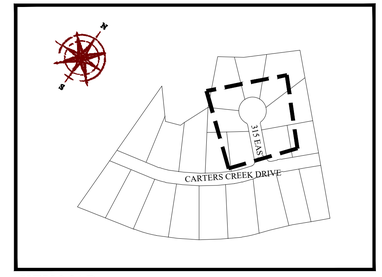
STORMWATER FALLING WITHIN THE BOUNDARY OF VIVIAN ESTATES PHASE 4 IS TO FLOW INTO STREETS, OR DIRECTLY SHED INTO DRY CREEK DEPENDING ON GRADING. WATER FALLING WEST OF LOT 402 WILL DRAIN INTO SUMPS THAT WILL ALLOW THE STORMWATER TO PERCOLATE. STORMWATER EAST OF LOT 402 WILL CONTINUE INTO THE INLETS LOCATED IN FROM OF LOTS 411, 414, AND 415. FLOWS WILL THEN DRAIN THROUGH VIVIAN ESTATES PHASE 3, AND WILL BE DETAINED IN THE DETENTION POND DESIGNED WITH PHASE 3, EVENTUALLY DRAINING INTO DRY CREEK.



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
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EXIST. XX RCP SD	Ex 18 SD
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EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	— x — x — x — x —
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	S SD
SEWER MANHOLE	S
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	S SD
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EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
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WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
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KEY MAP
N.T.S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
DRAINAGE PLAN

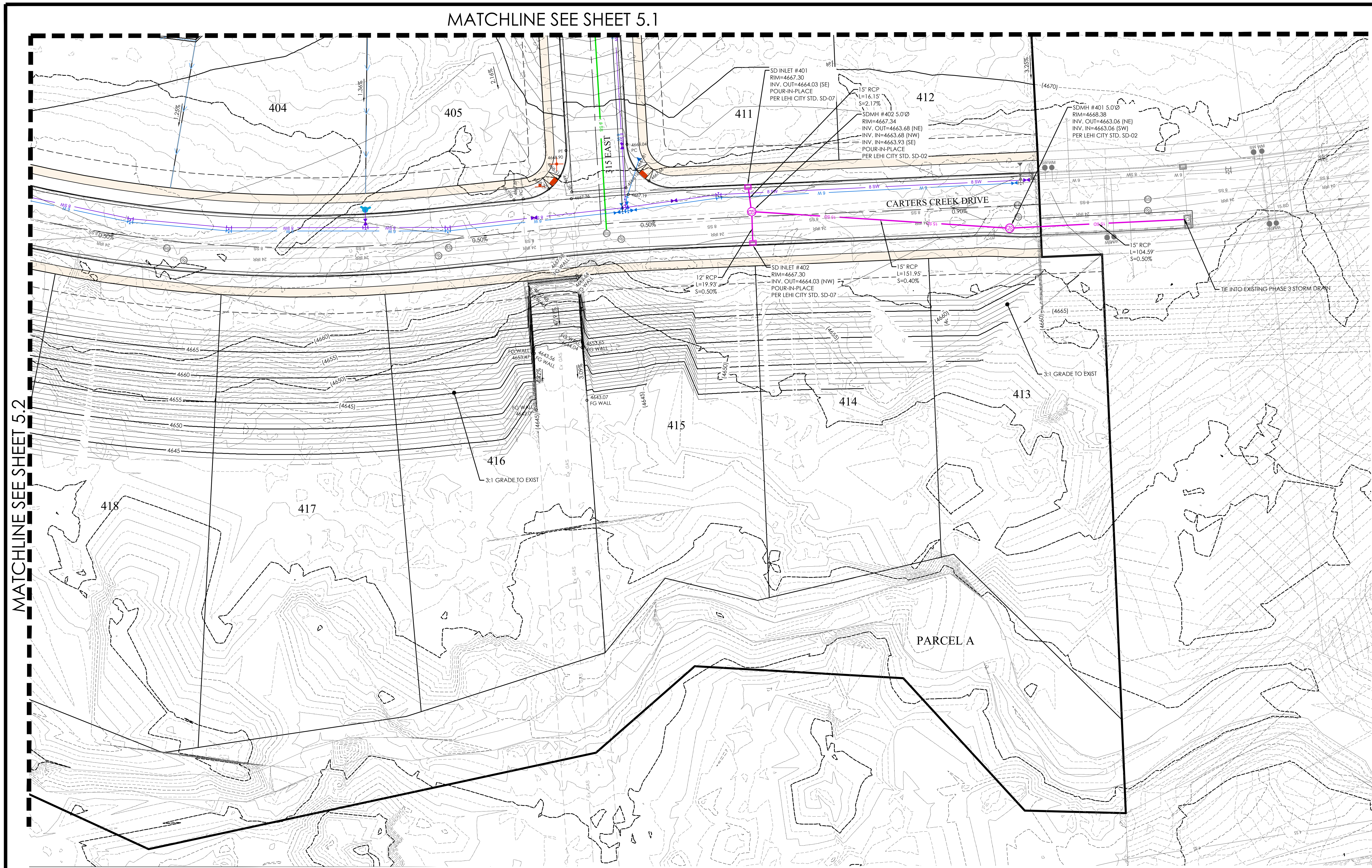
REVISION BLOCK

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DRAINAGE PLAN

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Date:	11/14/2023	Job #:	21-0561
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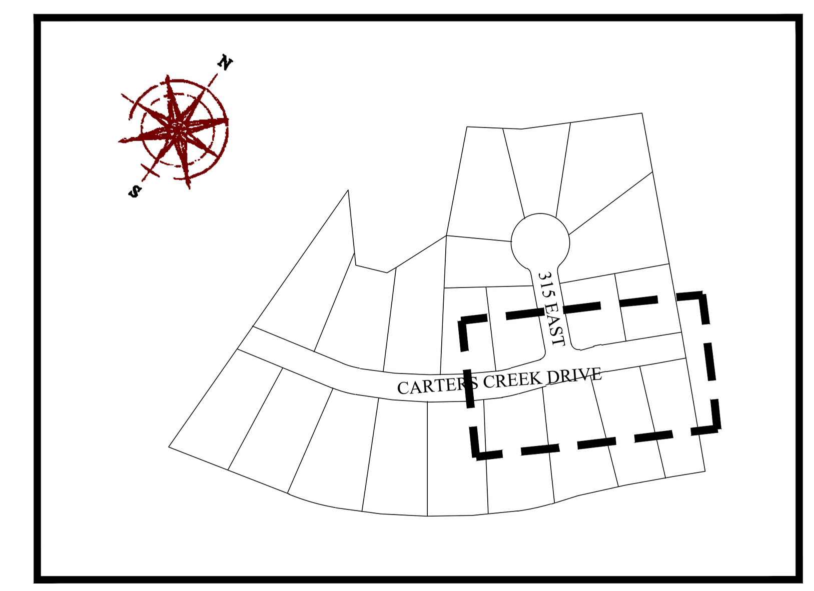
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LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
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EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
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EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
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KEY MAP
N.T.S

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

STORM DRAIN NARRATIVE

STORMWATER FALLING WITHIN THE BOUNDARY OF VIVIAN ESTATES PHASE 4 IS TO FLOW INTO STREETS, OR DIRECTLY SHED INTO DRY CREEK DEPENDING ON GRADING. WATER FALLING WEST OF LOT 402 WILL DRAIN INTO SUMPS THAT WILL ALLOW THE STORMWATER TO PERCOLATE. STORMWATER EAST OF LOT 402 WILL CONTINUE INTO THE INLETS LOCATED IN FROM OF LOTS 411, 414, AND 415. FLOWS WILL THEN DRAIN THROUGH VIVIAN ESTATES PHASE 3, AND WILL BE DETAINED IN THE DETENTION POND DESIGNED WITH PHASE 3, EVENTUALLY DRAINING INTO DRY CREEK.

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LEHI CITY, UT
DRAINAGE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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DRAINAGE PLAN

Scale: 1"=30'	Drawn: BBD
Date: 11/14/2023	Job #: 21-0561
Sheet: C5.3	

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LEGEND

BOUNDARY
ROW
CENTERLINE
LOT LINE
PUE
15" ADS SD — 15 SD
8" PVC SDR-35 SEWER — 8 SS
6" PVC DR-18 C900 WATER — 6 W
8" PVC DR-18 C900 SEC. WATER (PURPLE PIPE) — 8 SW
EXIST. 24"RCP SD — Ex 24 SD
EXIST. 18"RCP SD — Ex 18 SD
EXIST. 8" SDR-35 SEWER — Ex 8 SS
EXIST. 14" DR-18 C900 WATER — Ex 14 W
EXIST. 12" DR-18 C900 SEC. WATER (PURPLE PIPE) — Ex 12 SW
EXIST. FENCE — x — x — x — x —
EXIST. CONTOUR MAJOR — XXXX —
EXIST. CONTOUR MINOR — XXXX —
SD MH, INLET, AND COMBO
SEWER MANHOLE
VALVE, TEE & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. SD INLET & MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
EXIST. POWER POLE
SPOT ELEVATION — o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT
WILD LAND URBAN INTERFACE ZONE

Know what's below. Call 811 before you dig.

NOTES:

1. DRAINAGE WILL BE DIRECTED TOWARDS THE DESIGNED DETENTION POND WITH A RELEASE RATE OF 0.2 CFS PER ACRE INTO THE CREEK.
2. EXISTING SDMH AND PIPE THAT OUTFALLS TO THE TEMPORARY DETENTION BASIN MUST BE REMOVED AND REPLACED.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

FUTURE PHASES

BAR C LANDING

CARTERS CREEK DRIVE

MARY ALICE WAY

EXIST. SDMH #102 RIM=4692.70 INV. OUT=4675.83 (E) RAISE RIM TO PROP. GRADE

EXIST. 24" RCP L=47.71' S=1.74%

EXIST SDMH #101 RIM=4691.43 INV. OUT=4675.00 (SE) INV. IN=4675.00 (W) INV. IN=4675.00 (SE) RAISE RIM TO PROP. GRADE

CONNECT TO EXIST. SDMH

EXIST. 24" RCP L=221.69' S=14.00% TO BE REMOVED

24" RCP L=227.27' S=6.20%

REMOVE AND REPLACE EXISTING STORM DRAIN MANHOLE

3" WHITE SOLID PVC LAND DRAIN (TYP.)

3" SDR-35 LAND DRAIN (TYP.)

DRIVEWAY TO BE INSTALLED ON N.E. SIDE OF LOT 309

Ø 5' SDMH #125 RIM=4667.69 INV. IN=4665.33 (SW) INV. OUT=4663.01 (NE) PER LEHI CITY STD. SD-02

15" RCP L=95.14' S=0.50%

SD COMBO #105 RIM=4666.53 INV. IN=4662.54 (SW) INV. OUT=4662.54 (NE) INV. IN=4662.54 (NW)

15" RCP L=173.94' S=0.50%

EXIST. SDMH #103 RIM=4651.46 INV. OUT=4643.96 (NW) TO BE REMOVED

Ø 5' SDMH #117 RIM=4672.76 INV. OUT=4660.92 (NE) INV. IN=4661.67 (SW) INV. IN=4660.92 (NW) PER LEHI CITY STD. SD-02

24" RCP L=173.28' S=0.50%

SD COMBO #104 TBC=4667.62 8 INV. IN=4663.00 (NW) INV. OUT=4660.06 (NE) INV. IN=4660.06 (SW) PER LEHI CITY STD. SD-08

24" RCP L=130.97' S=0.50%

SD COMBO #301 TBC=4673.11 INV. OUT=4659.40 (NE) INV. IN=4659.40 (SW) PER LEHI CITY STD. SD-08

SD INLET #101 TBC=4667.63 INV. OUT=4663.21 (SE) PER LEHI STD. SD-07

15" RCP L=38.32' S=0.54%

24" RCP L=36.00' S=10.89%

SD COMBO #103 TBC=4675.75 INV. OUT=4659.02 (SE) INV. IN=4659.61 (NW) PER LEHI CITY STD. SD-08

LDMH #103 4'Ø RIM=4687.99 INV. OUT=4677.30 (S) INV. IN=4677.30 (N)

LDMH #102 4'Ø RIM=4684.10 INV. OUT=4673.75 (S) INV. IN=4673.75 (N)

LDMH #101 4'Ø RIM=4681.15 INV. OUT=4670.12 (SE) INV. IN=4670.12 (N)

8" SDR-35 WHITE L=88.01' S=12.00%

LDMH #104 4'Ø RIM=4691.57 INV. OUT=4681.50 (S)

8" SDR-35 WHITE L=71.04' S=5.91%

8" SDR-35 WHITE L=68.24' S=5.20%

8" SDR-35 WHITE L=52.08' S=6.96%

15" RCP L=57.77' S=4.83%

15" RCP L=31.75' S=0.50%

SD INLET #126 TBC=4672.58 INV. OUT=4664.76 (SW) PER LEHI STD. SD-07

Ø 5' SDMH #113 RIM=4672.69 INV. OUT=4655.48 (SE) INV. IN=4655.48 (SW) INV. IN=4664.60 (NE) INV. IN=4656.23 (NW) PER LEHI CITY STD. SD-02

313 312 306 305 304 307 311 303 314 308 309 310 302 315 316 301

MATCHLINE SEE SHEET C5.1

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FOR REVIEW ONLY

VIVIAN ESTATES PHASE 3

LEHI CITY, UT

DRAINAGE PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

DRAINAGE PLAN

Scale: 1"=30' | Drawn: BBD
Date: 5/12/2023 | Job #: 20-0567
Sheet: C5.4

Z:_2020\20-0567 vivian estates phase 3\design 20-0567\dwg\sheets\C5.0 DRAINAGE PLAN.dwg

LEGEND

BOUNDARY
ROW
CENTERLINE
LOT LINE
PUE
15" ADS SD — 15 SD
8" PVC SDR-35 SEWER — 8 SS
6" PVC DR-18 C900 WATER — 6 W
8" PVC DR-18 C900 SEC. WATER (PURPLE PIPE) — 8 SW
EXIST. 24"RCP SD — Ex 24 SD
EXIST. 18"RCP SD — Ex 18 SD
EXIST. 8" SDR-35 SEWER — Ex 8 SS
EXIST. 14" DR-18 C900 WATER — Ex 14 W
EXIST. 12" DR-18 C900 SEC. WATER (PURPLE PIPE) — Ex 12 SW
EXIST. FENCE — x — x — x — x —
EXIST. CONTOUR MAJOR — XXXX —
EXIST. CONTOUR MINOR — XXXX —
SD MH, INLET, AND COMBO
SEWER MANHOLE
VALVE, TEE & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. SD INLET & MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
EXIST. POWER POLE
SPOT ELEVATION — o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT
WILD LAND URBAN INTERFACE ZONE

NOTES:

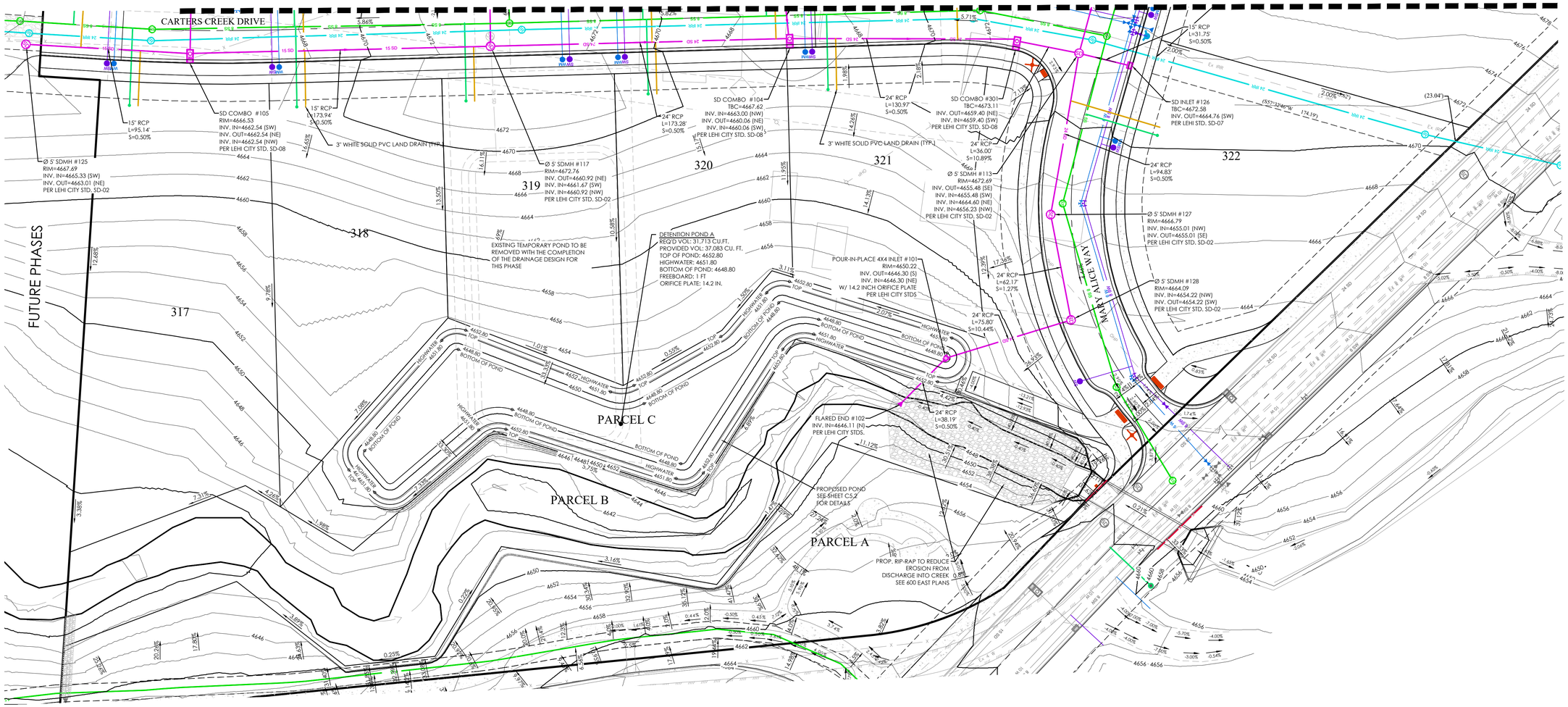
1. DRAINAGE WILL BE DIRECTED TOWARDS THE DESIGNED DETENTION POND WITH A RELEASE RATE OF 0.2 CFS PER ACRE INTO THE CREEK.
2. EXISTING SDMH AND PIPE THAT OUTFALLS TO THE TEMPORARY DETENTION BASIN MUST BE REMOVED AND REPLACED.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

MATCHLINE SEE SHEET C5.0



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VIVIAN ESTATES PHASE 3

LEHI CITY, UT

DRAINAGE PLAN

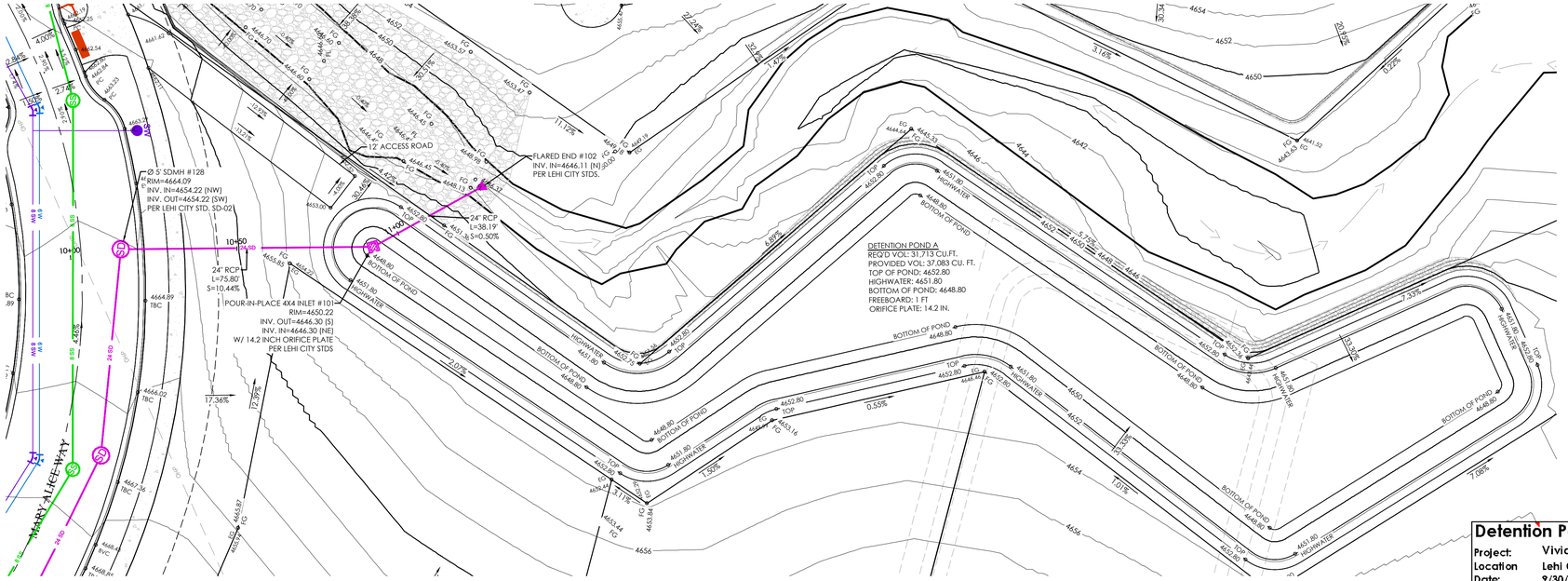
REVISION BLOCK

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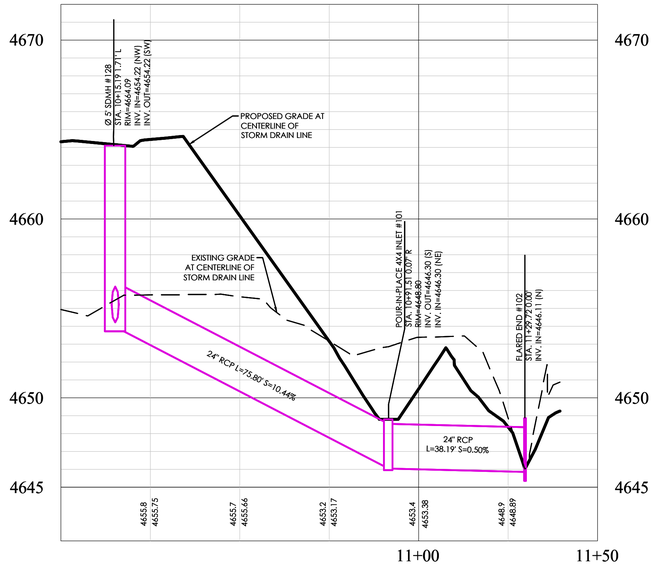
DRAINAGE PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	5/12/2023	Job #:	20-0567
Sheet:	C5.5		

Z:_2020\20-0567 vivian estates phase 3\design 20-0567\dwg\sheets\C5.1 DRAINAGE PLAN.dwg



DETENTION POND A PLAN



STORM DRAIN DISCHARGE PROFILE A



KEY MAP
N.T.S

BENCHMARK

NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC DR-18 C900	
SEC. WATER (PURPLE PIPE)	8 SW
EXIST. 24"RCP SD	Ex 24 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" DR-18 C900 WATER	Ex 14 W
EXIST. 12" DR-18 C900	
SEC. WATER (PURPLE PIPE)	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	S, ■, 8 SD
SEWER MANHOLE	S
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	S, 8 SD
EXIST. SEWER MH	S
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	

Detention Pond

Project: Vivian Estates
Location Lehi City, Utah
Date: 9/30/2019
Designer: Wade Edwards

FOCUS ENGINEERING & SURVEYING

100-Year Detention Sizing

Design Criteria

Intensity Table: Per NOAA Atlas 14
Return Period: **100 year**
Allowable Discharge: **0.20 cfs/acre** Per Lehi City Standards

Allowable Discharges

Storm Drain Discharge: 11.22 cfs
Other Discharge: 0.00 cfs Source:
Total Discharge: **11.220 cfs**

Weighted "C" Value

Surface Type	*Area (sf)*	*"C" Value*	*C*A*
Building	0	0.95	0
Drives	0	0.90	0
Roadway and Sidewalk	446,377	0.90	401,739
Landscape	49,597	0.15	7,440
Totals	495,974		409,179
Weighted "C" Value		**0.83**	

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	Accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	*in/hr*		*Ac*	*cfs*	*cf*	*cfs*	*cf*	*cf*
15.0	4.56	0.83	11.39	42.83	38,551	11.22	10,098	28,453
30.0	3.07	0.83	11.39	28.84	51,908	11.22	20,196	31,713
60.0	1.90	0.83	11.39	17.85	64,251	11.22	40,391	23,860
120.0	1.11	0.83	11.39	10.43	75,072	11.22	80,783	-5,710
180.0	0.76	0.83	11.39	7.14	77,101	11.22	121,174	-44,073
360.0	0.41	0.83	11.39	3.85	83,188	11.22	242,348	-159,160
720.0	0.24	0.83	11.39	2.25	97,391	11.22	484,696	-387,305
1440.0	0.14	0.83	11.39	1.32	113,623	11.22	969,393	-855,770

Maximum Storage Requirement: ***31,713***
Maximum Storage Requirement (ac-ft): 0.73

Detention Basin Design

Storage Requirement: 31,713 *cf*
Allowable Depth: 0.0 *ft*
Retention Pond Volume 37,083 *cf*
Roadway Sump Storage 0 *cf*

Total Storage **37,083** ***DETENTION ADEQUATE***

Orifice Design

Restriction Rate 0.20 CFS/ACRE
Allowable Outfall Rate (11.22

Orifice Sizing: h = 4.5 ft
C = 0.6
A = 1.098 sf
dia. = 14.19 inches

Orifice Size= **14.2** **inch**

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VIVIAN ESTATES PHASE 3
LEHI CITY, UT
STORM DRAIN & POND DETAILS

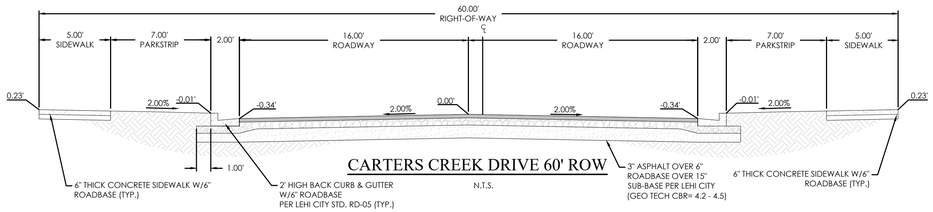
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STORM DRAIN & POND DETAILS

Scale: 1"=20' | Drawn: BBD
Date: 5/12/2023 | Job #: 20-0567
Sheet: C5.6

I:_2020\20-0567 vivian estates phase 3\design 20-0567\dwg\sheets\C5.5 POND PROFILE 071822.dwg



CARTERS CREEK DRIVE 60' ROW

N.T.S.

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
1. ALL SEWER INSIDE THE SITE OUT SIDE THE CITY ROW IS PRIVATE. THE SEWER INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY PROPERTY OWNER.
2. " ALL LEHI CITY SEWER, WATER, AND STORM DRAIN UTILITY TRENCH REQUIRED GRANULAR IMPORT MATERIAL AND SHALL MEET AN AASHTO A-1-A DESIGNATION ACCORDING TO SECTION 7.12 OF THE 2016 LEHI CITY DESIGN STANDARDS."

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
SEWER PLAN

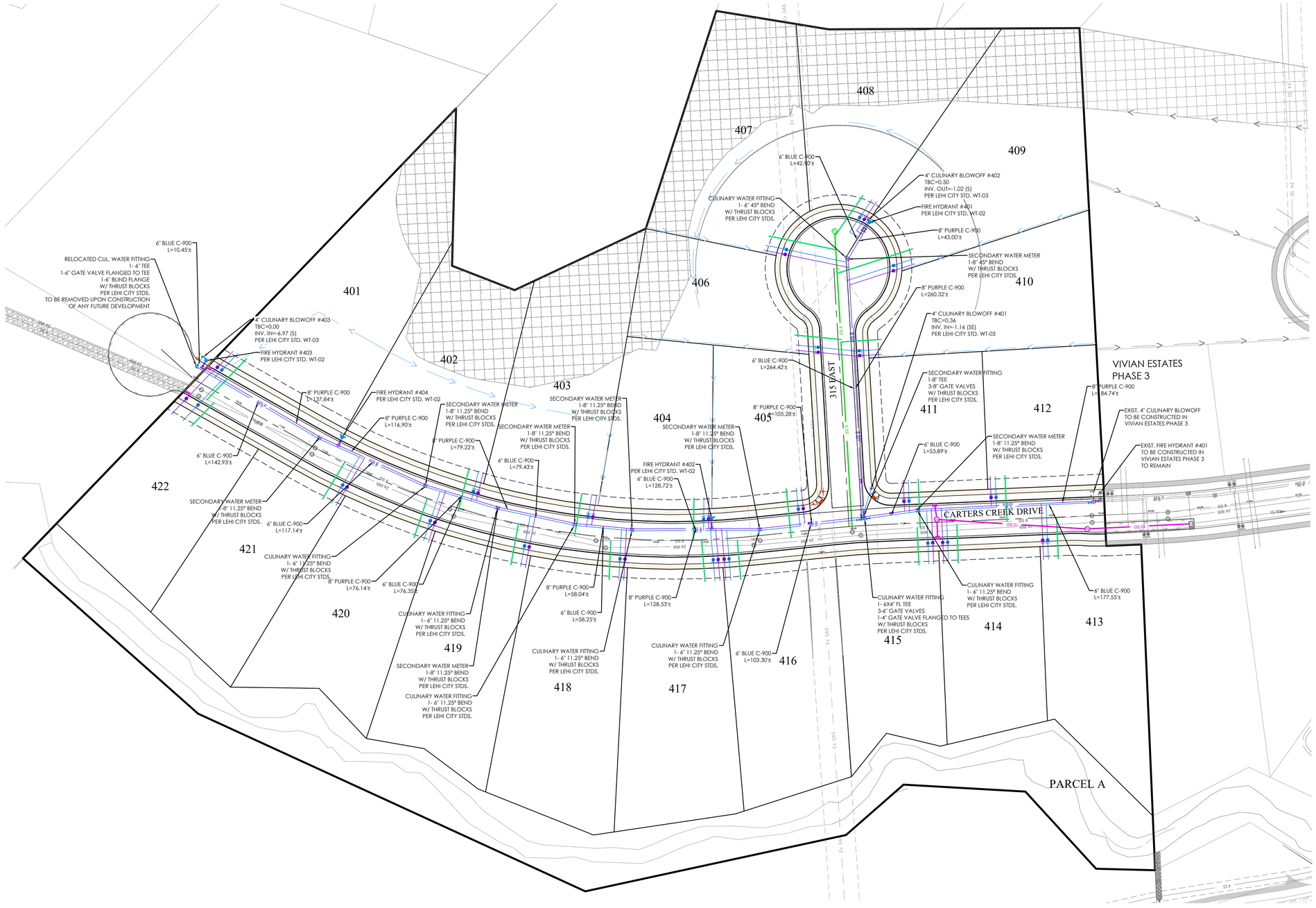
REVISION BLOCK

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SEWER PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C6		

Z:_2021\21-0561 vivian estates phase 4\design 21-0561\dwg\sheets\Cd\SEWER PLAN.dwg



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
WATER PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
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3	----	----
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WATER PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C7		

E:_2021\21-0561 vivian estates phase 4\design 21-0561\civil\sheets\C7 WATER PLAN.dwg

EROSION CONTROL LEGEND

- CONSTRUCTION ENTRANCE
- FUEL TANKS
- CONCRETE WASHOUT
- TRASH BIN
- PORTABLE TOILET
- CONSTRUCTION TRAILER
- INLET PROTECTION
- SURFACE WATERS
- OUTFALL
- OWNERSHIP
- SIGNAGE
- SILT FENCE OR BERM
- CUTBACK CURB
- FIBER ROLL
- SWALE

VIVIAN ESTATES PHASE 3

315 EAST

CARTERS CREEK DRIVE

PARCEL A

RETAINING WALL

401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422

GRAPHIC SCALE

-50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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REVISION BLOCK

#	DATE	DESCRIPTION
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VIVIAN ESTATES PHASE 4

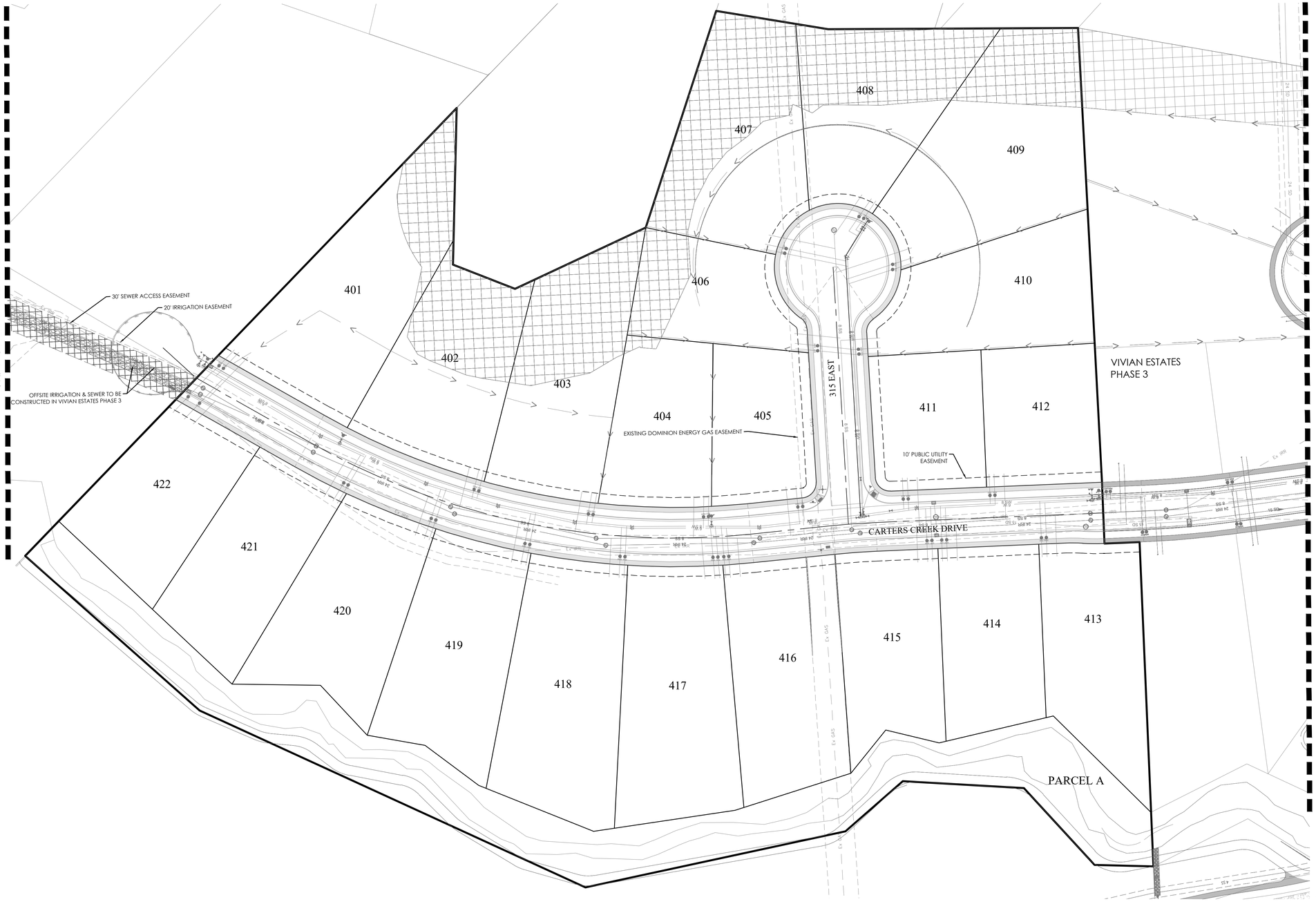
LEHI CITY, UT

EROSION CONTROL PLAN

EROSION CONTROL PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C8		

Z:_2021\21-0561 vivian estates phase 4\design 21-0561\Civil\sheets\C8 EROSION CONTROL PLAN.dwg



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
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GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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FOR REVIEW ONLY

VIVIAN ESTATES PHASE 4
LEHI CITY,UT
POWER PLAN

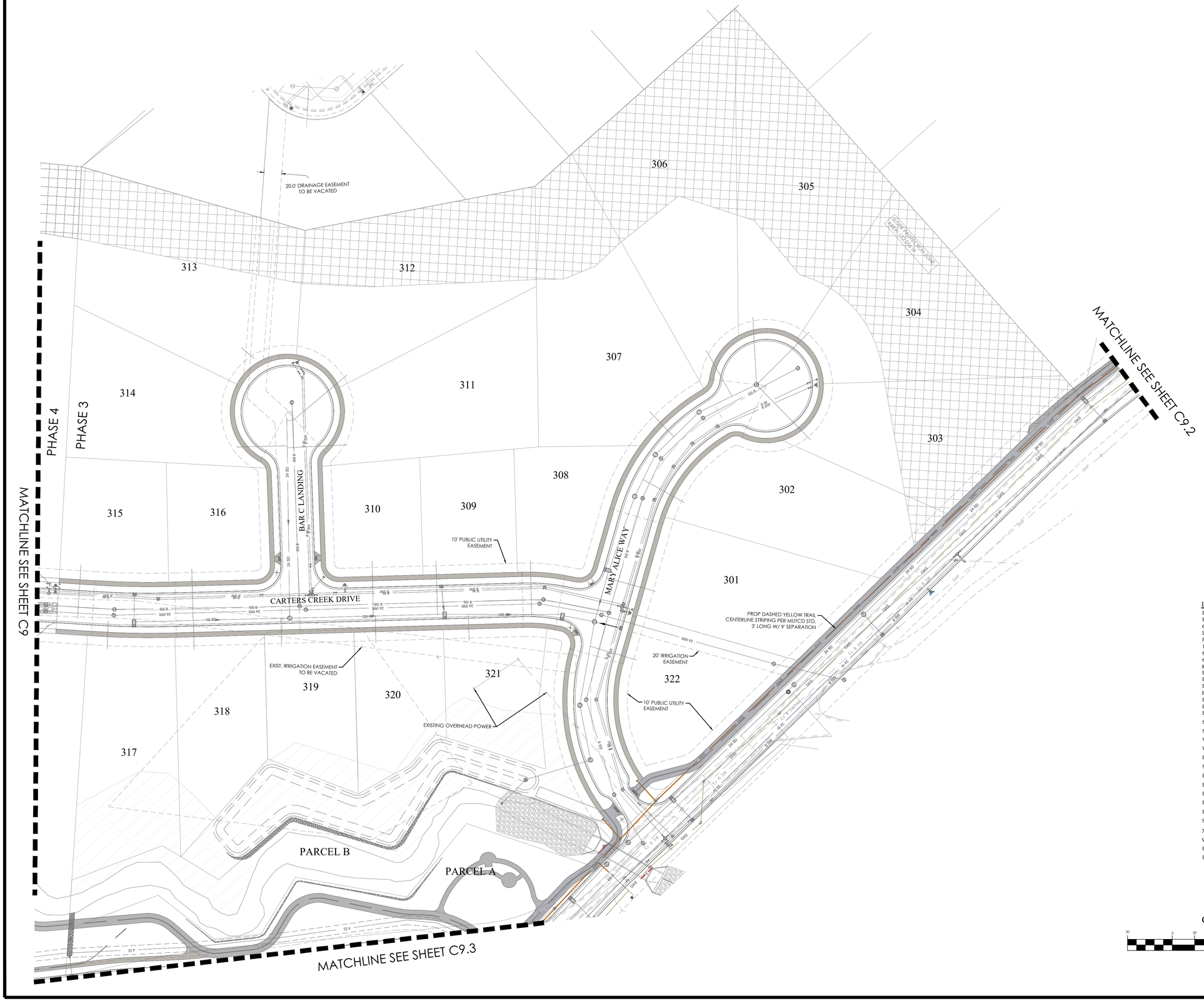
REVISION BLOCK

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POWER PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C9		

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LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	X X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
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EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

GRAPHIC SCALE

50 0 50 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4

LEHI CITY, UTAH COUNTY, UT

POWER PLAN

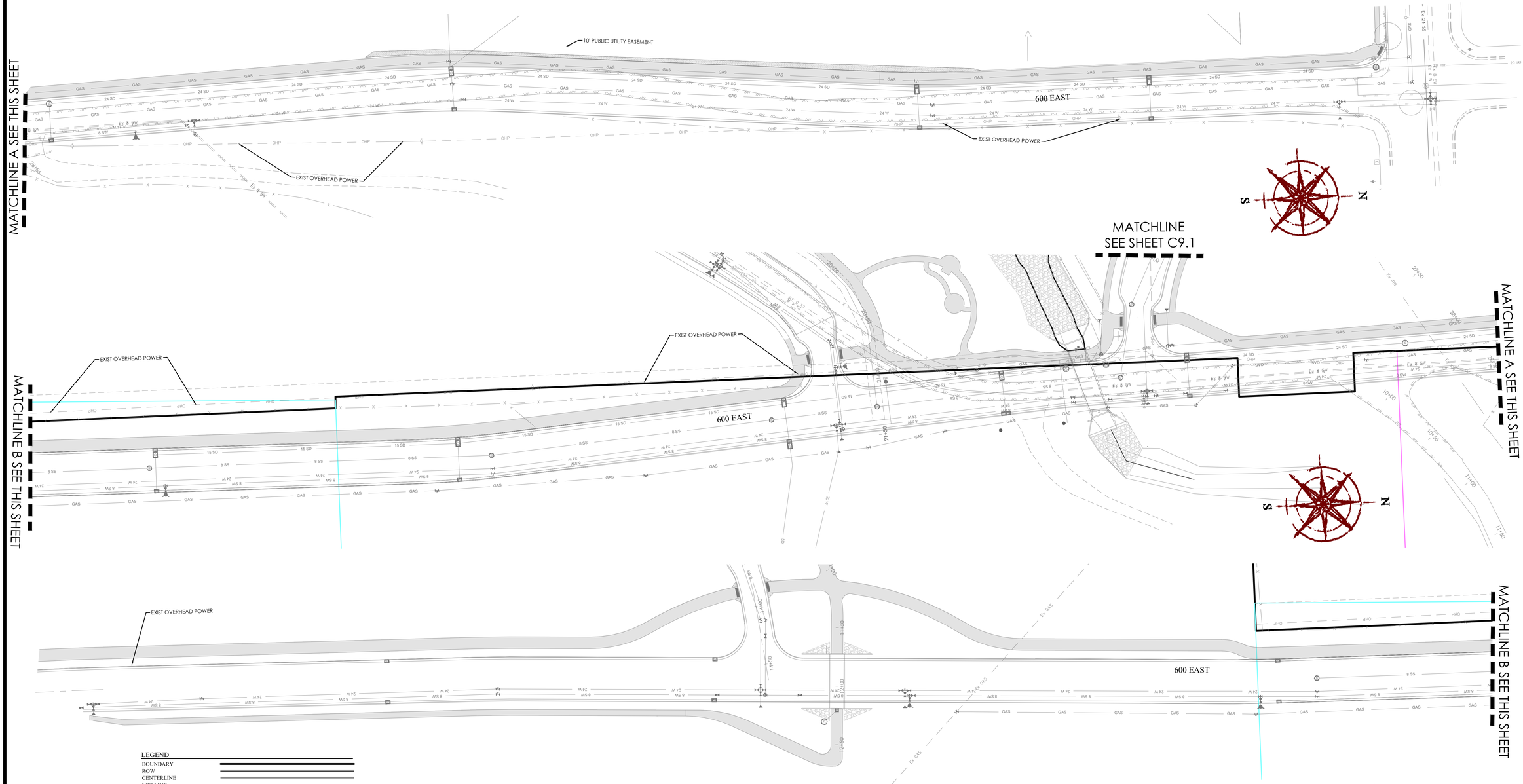
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POWER PLAN

Scale:	1"=50'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C9.1		

Z:_2021\21-0561 vivian estates phase 4\design\21-0561\dwg\sheet\C9.1 POWER PLAN.dwg



LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	X X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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VIVIAN ESTATES PHASE 4

LEHI CITY,UT

POWER PLAN

REVISION BLOCK

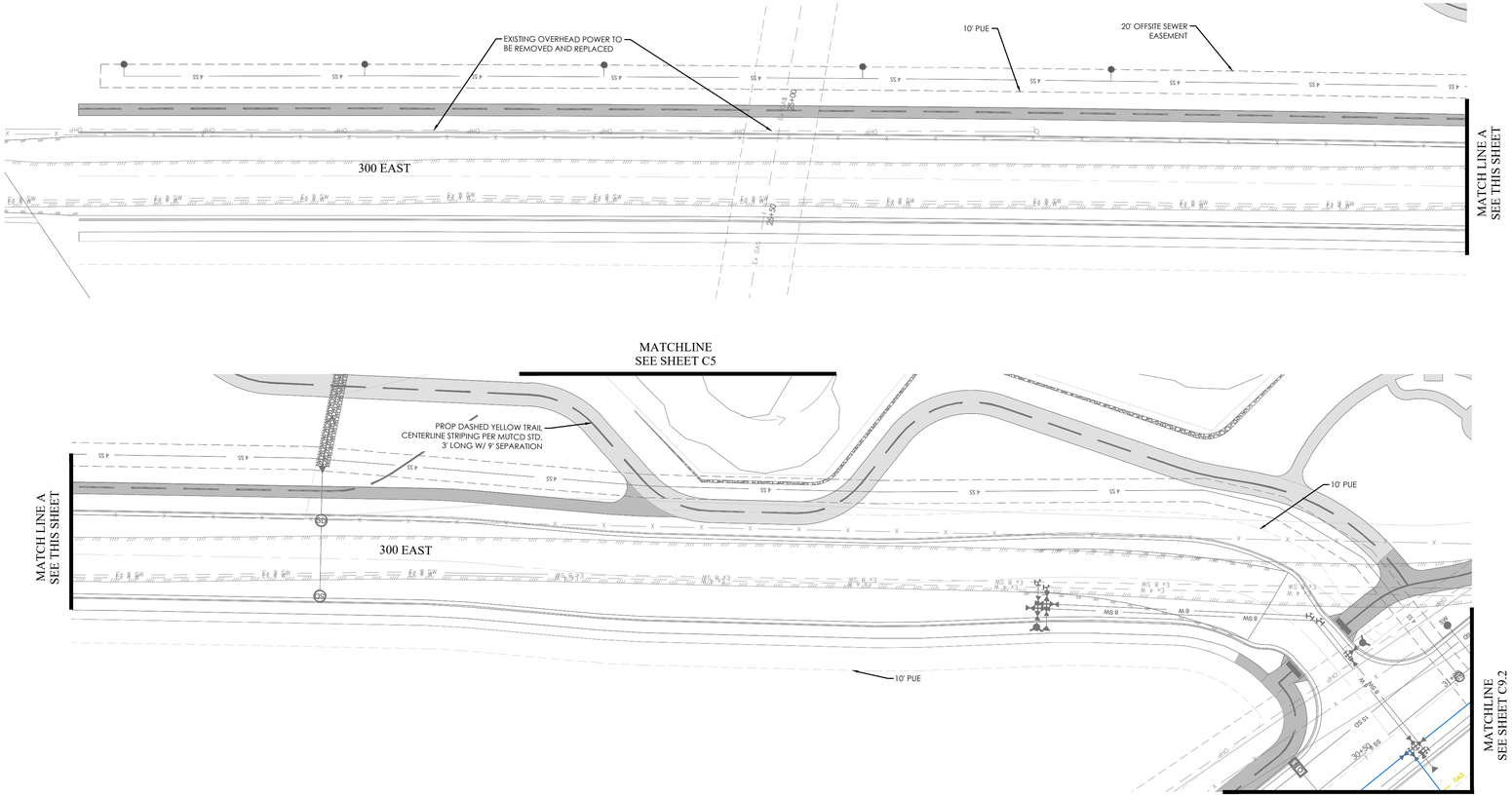
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POWER PLAN

Scale:	1"40'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561

Sheet: C9.2

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LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4

LEHI CITY,UT

POWER PLAN

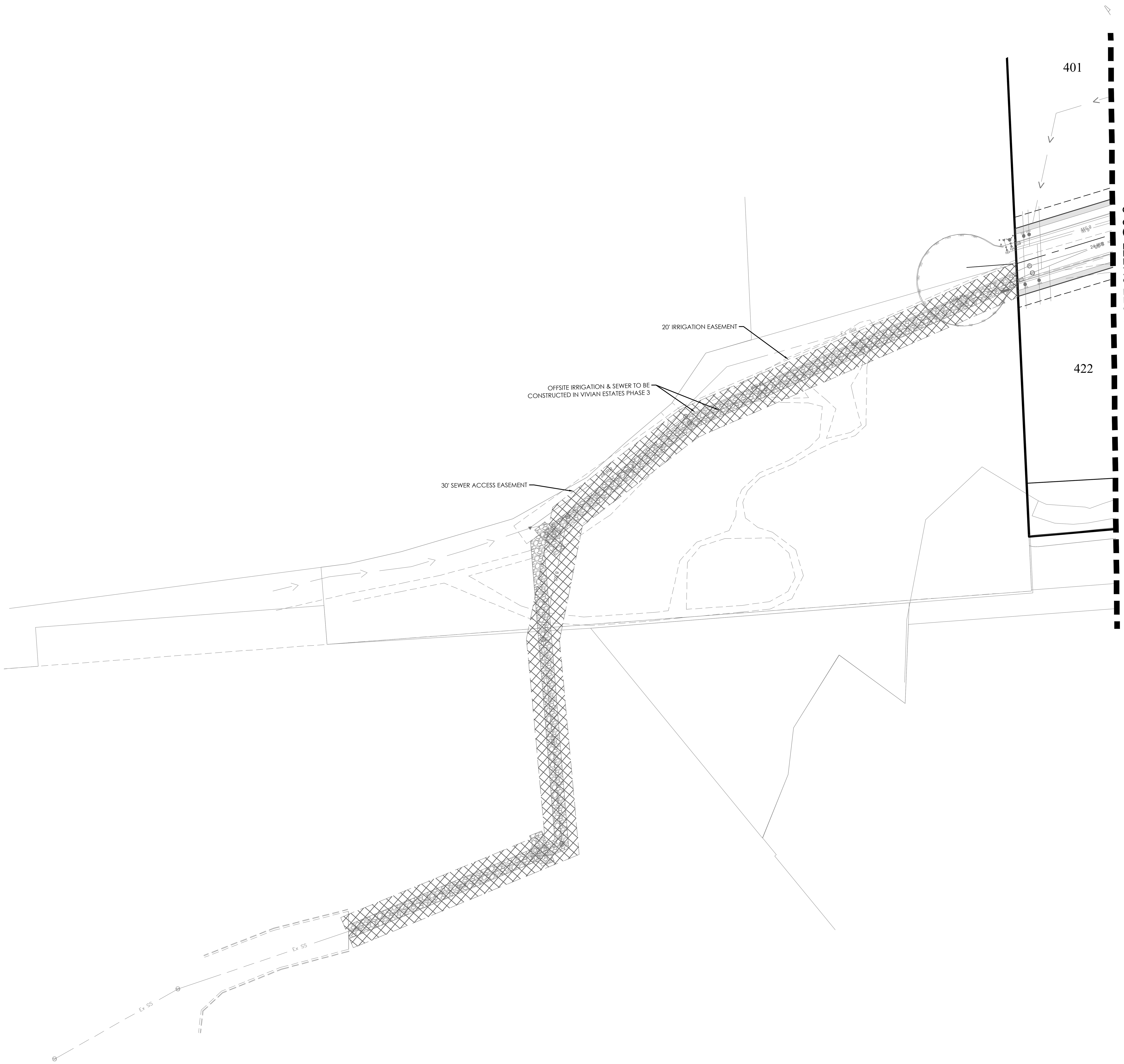
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POWER PLAN

Scale:	1"=30'	Drawn:	BBD
Date:	11/14/2023	Job #:	21-0561
Sheet:	C9.3		

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LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	

NOTES:
1. ALL SEWER INSIDE THE SITE OUT SIDE THE CITY ROW IS PRIVATE. THE SEWER INFRASTRUCTURE SHALL BE OWNED AND MAINTAINED BY PROPERTY OWNER.
2. " ALL LEHI CITY SEWER, WATER, AND STORM DRAIN UTILITY TRENCH REQUIRED GRANULAR IMPORT MATERIAL AND SHALL MEET AN AASHTO A-1-A DESIGNATION ACCORDING TO SECTION 7.12 OF THE 2016 LEHI CITY DESIGN STANDARDS."

N

S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
POWER PLAN

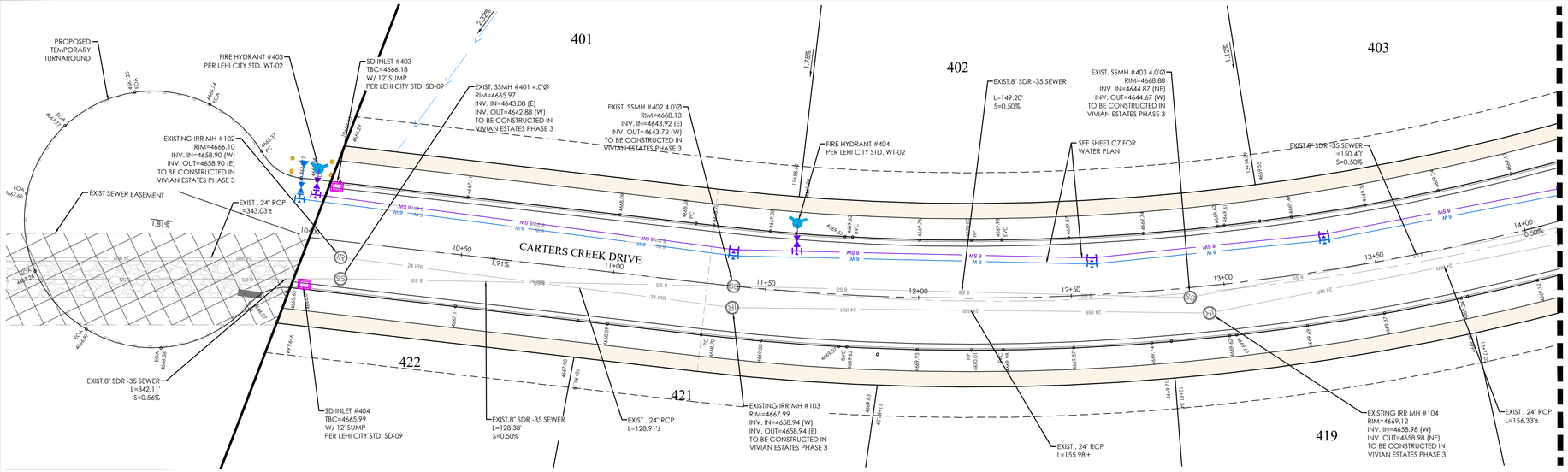
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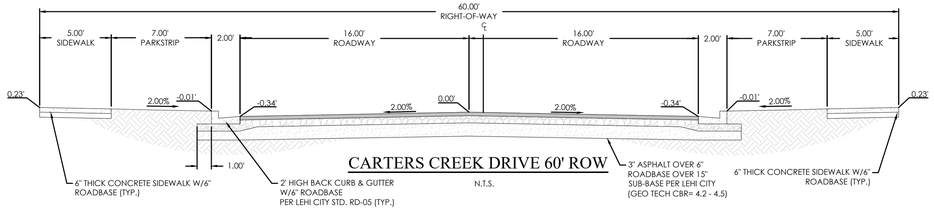
POWER PLAN

Scale: 1"=50'	Drawn: BBD
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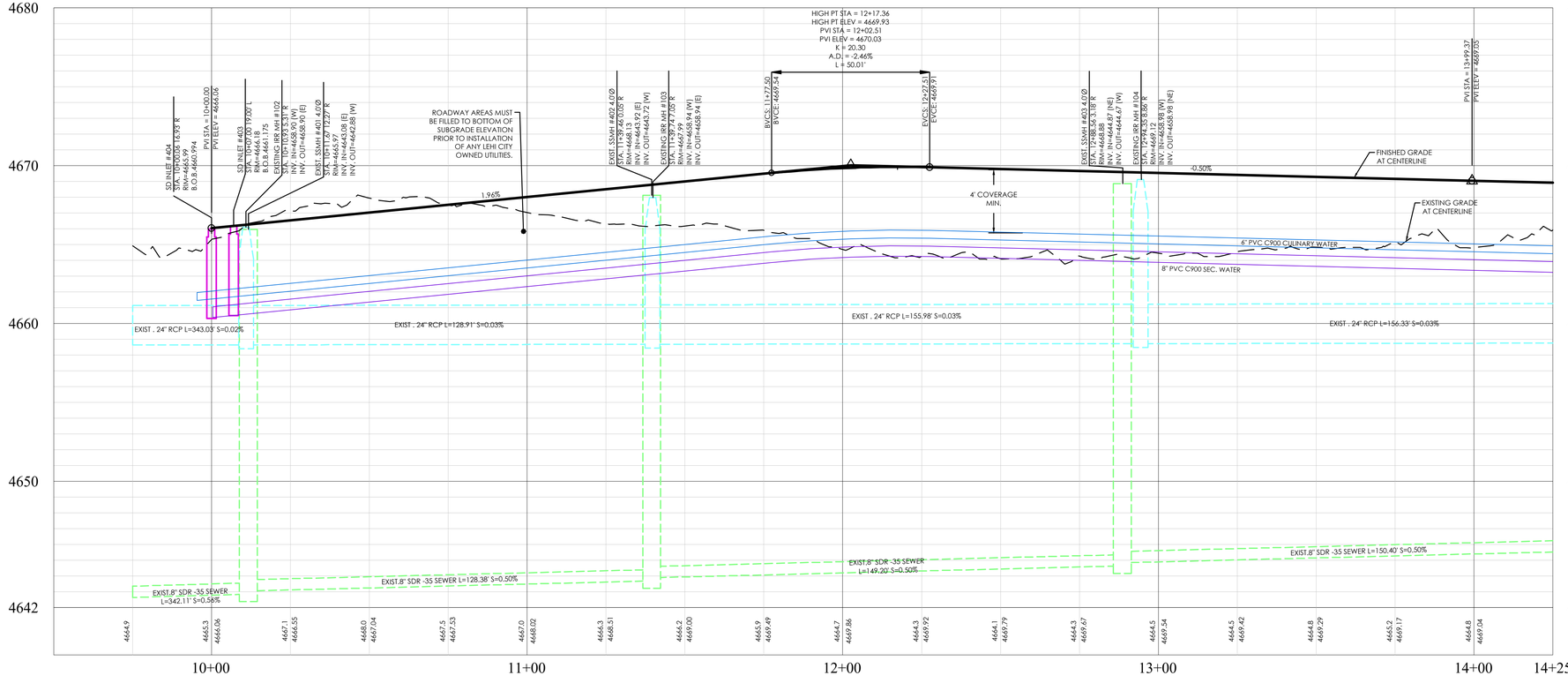


CARTERS CREEK DRIVE PLAN



CARTERS CREEK DRIVE 60' ROW

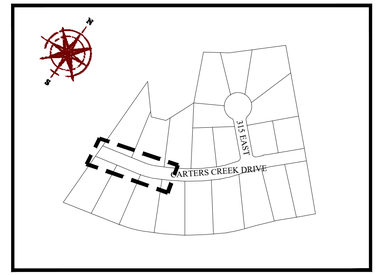
N.T.S.



CARTERS CREEK DRIVE PROFILE

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- PUE
- 15" ADS SD — 15 SD
- 8" PVC SDR-35 SEWER — 8 SS
- 6" PVC DR-18 C900 WATER — 6 W
- 8" PVC SEC. WATER — 8 SW
- EXIST. XX RCP SD — Ex 18 SD
- EXIST. 8" SDR-35 SEWER — Ex 8 SS
- EXIST. 14" WATER — Ex 14 W
- EXIST. 12" SEC. WATER — Ex 12 SW
- EXIST. FENCE — x — x — x — x —
- EXIST. CONTOUR MAJOR — XXXX
- EXIST. CONTOUR MINOR — XXXX
- SD MH, INLET, AND COMBO — S, 8 SD
- SEWER MANHOLE — S
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. SD INLET & MH — S, 8 SD
- EXIST. SEWER MH — S
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- EXIST. POWER POLE
- SPOT ELEVATION — o XXXX.XX
- 30% NO DISTURBANCE SLOPE EASEMENT
- WILD LAND URBAN INTERFACE ZONE
- PROPOSED ASPHALT
- PROPOSED SIDEWALK



KEY MAP

N.T.S

BENCHMARK

NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
CARTERS CREEK DRIVE

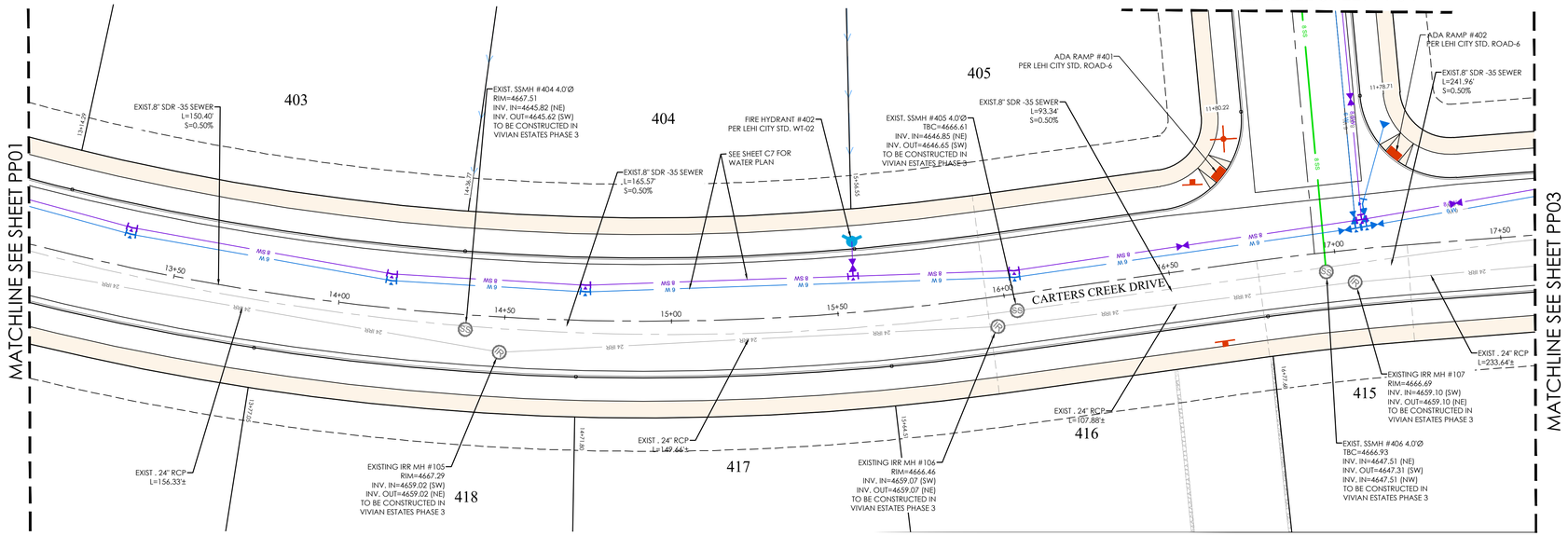
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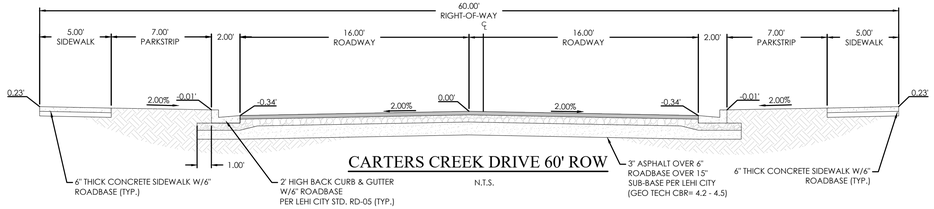
CARTERS CREEK DRIVE

Scale: 1"=20' | Drawn: BBD
Date: 11/14/2023 | Job #: 21-0561
Sheet: PP01

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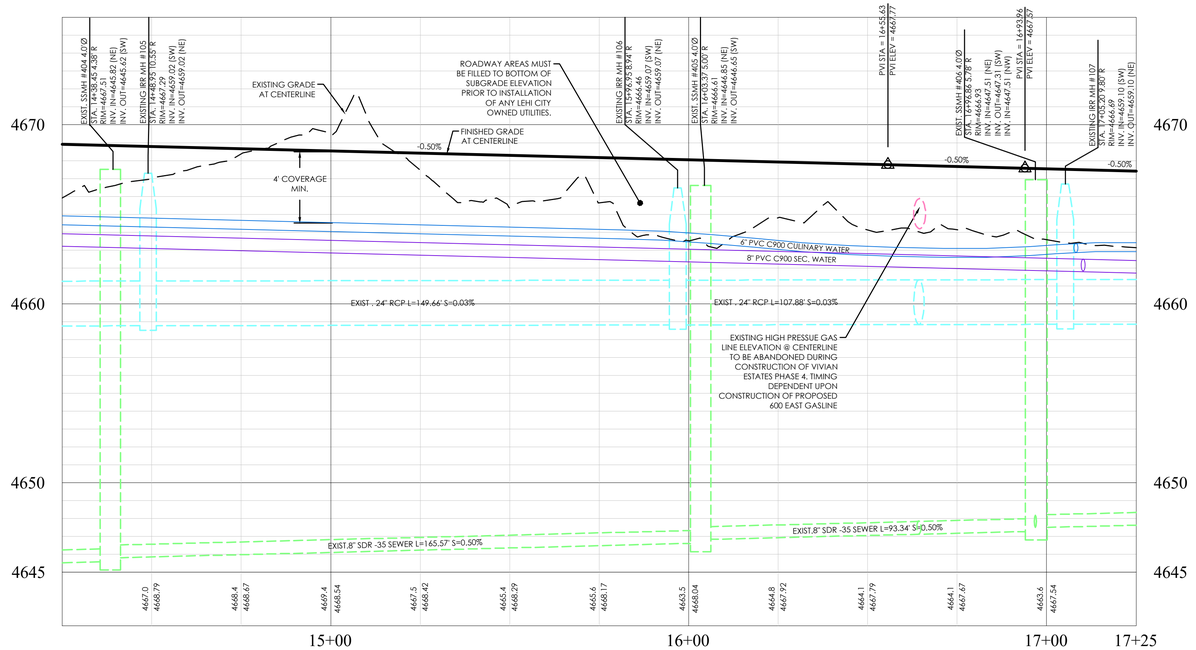


CARTERS CREEK DRIVE PLAN



CARTERS CREEK DRIVE 60' ROW

N.T.S.

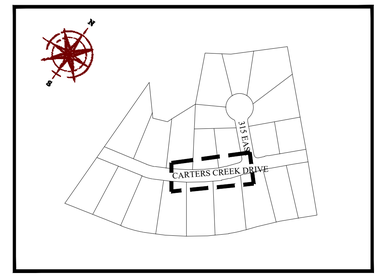


CARTERS CREEK DRIVE PROFILE

N.T.S

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	



KEY MAP

N.T.S

BENCHMARK

NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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VIVIAN ESTATES PHASE 4
LEHI CITY,UT
CARTERS CREEK DRIVE

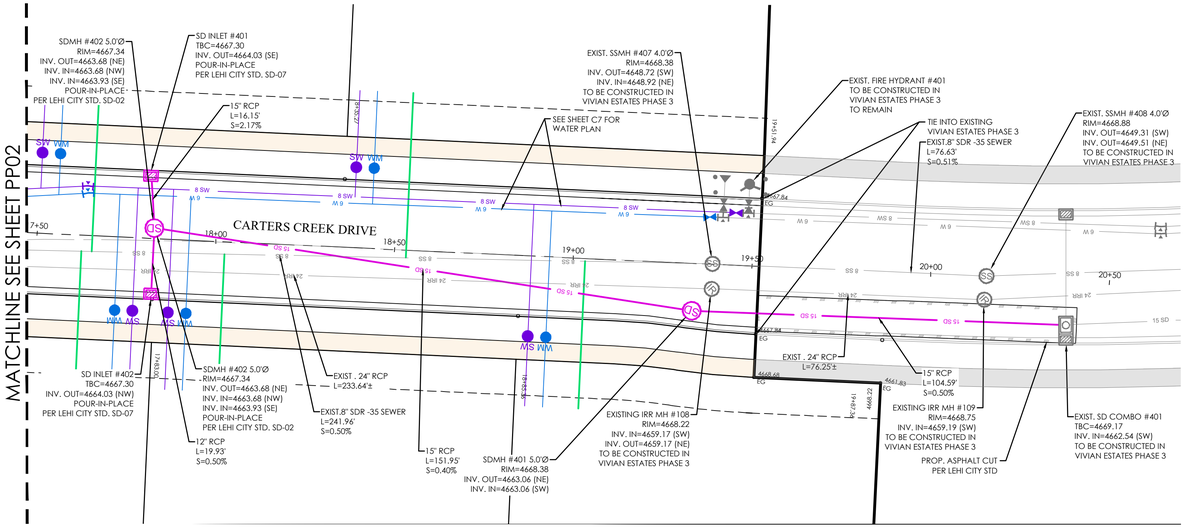
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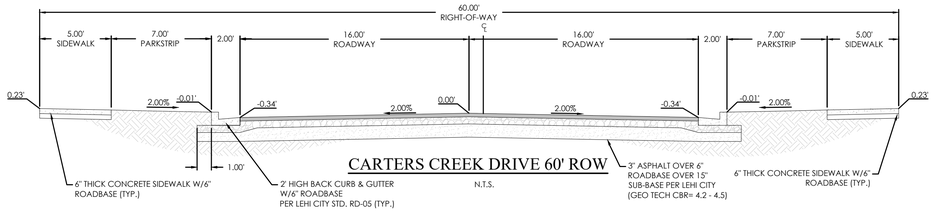
CARTERS CREEK DRIVE

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Sheet:	PP02		

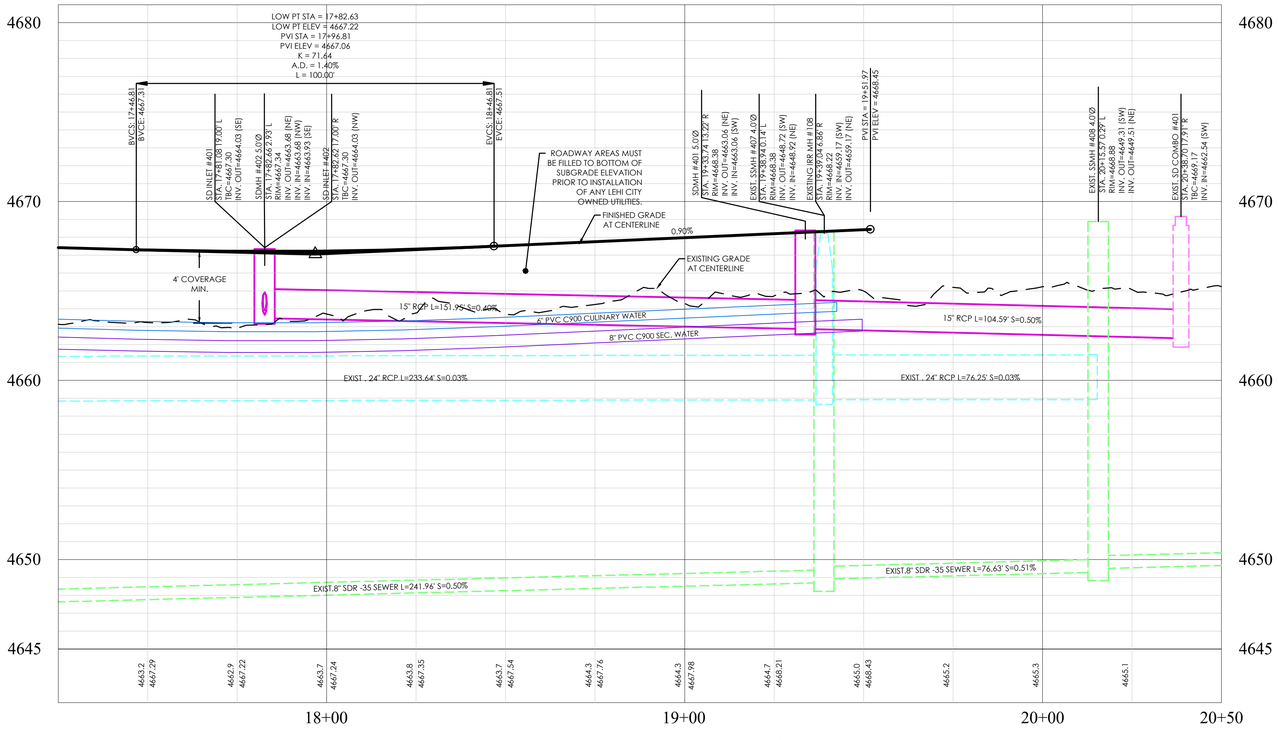
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CARTERS CREEK DRIVE PLAN



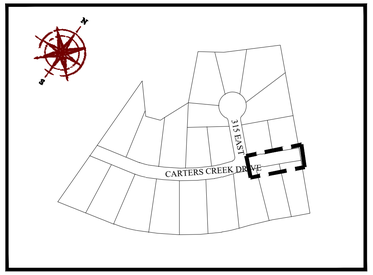
CARTERS CREEK DRIVE 60' ROW N.T.S.



CARTERS CREEK DRIVE PROFILE

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	



KEY MAP
N.T.S

BENCHMARK

NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 4
LEHI CITY, UT
CARTERS CREEK DRIVE

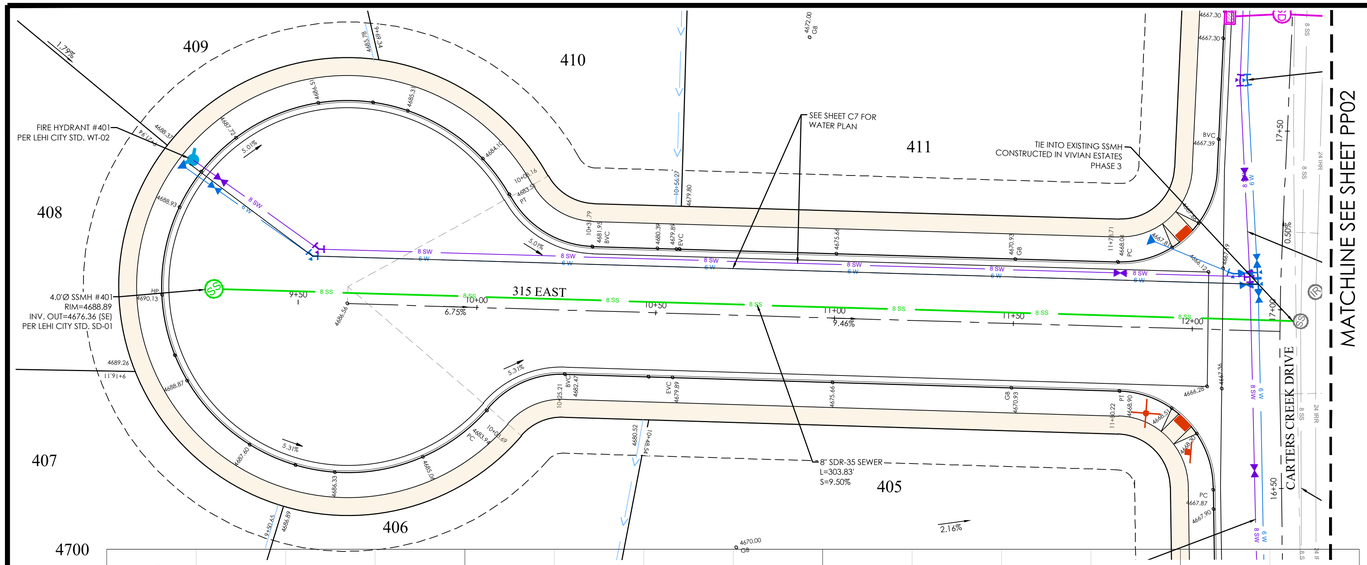
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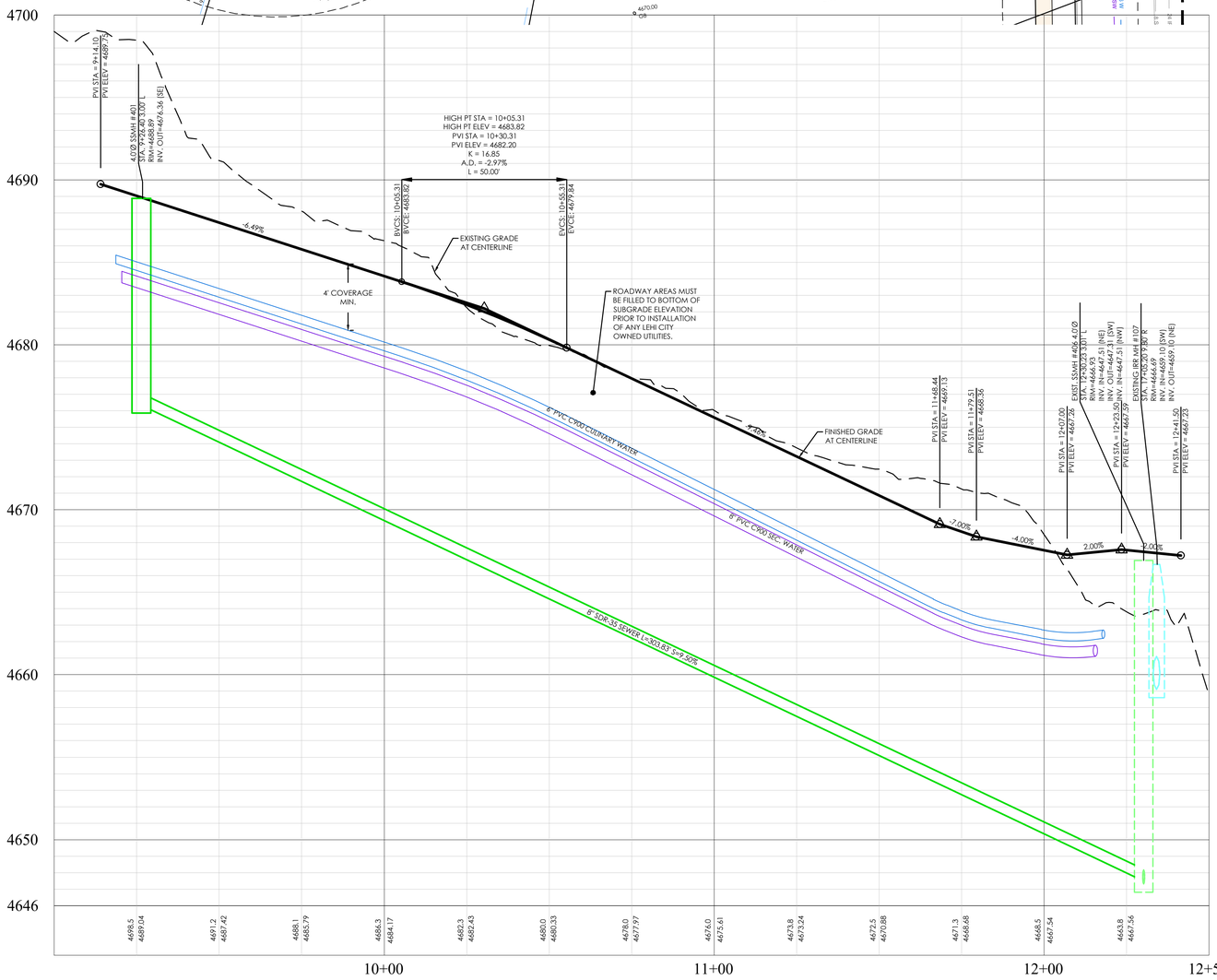
CARTERS CREEK DRIVE

Scale:	1"=20'	Drawn:	BBD
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Sheet:	PP03		

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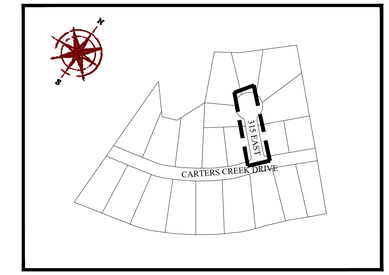
315 EAST PLAN



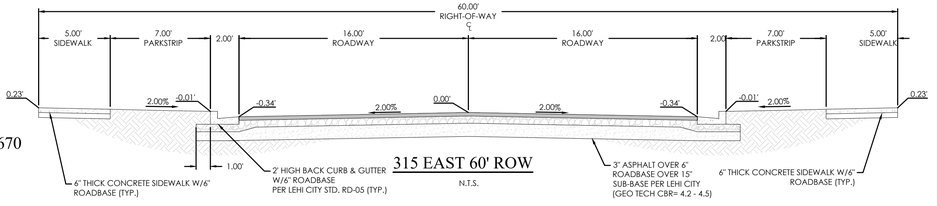
315 EAST PROFILE

LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
15" ADS SD	15 SD
8" PVC SDR-35 SEWER	8 SS
6" PVC DR-18 C900 WATER	6 W
8" PVC SEC. WATER	8 SW
EXIST. XX RCP SD	Ex 18 SD
EXIST. 8" SDR-35 SEWER	Ex 8 SS
EXIST. 14" WATER	Ex 14 W
EXIST. 12" SEC. WATER	Ex 12 SW
EXIST. FENCE	x x x x
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
SD MH, INLET, AND COMBO	
SEWER MANHOLE	
VALVE, TEE & BEND	
WATER BLOW-OFF	
FIRE HYDRANT	
STREET MONUMENT (TO BE SET)	
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	o XXXX.XX
30% NO DISTURBANCE SLOPE EASEMENT	
WILD LAND URBAN INTERFACE ZONE	
PROPOSED ASPHALT	
PROPOSED SIDEWALK	



KEY MAP
N.T.S



315 EAST 60' ROW
N.T.S.

BENCHMARK

NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Know what's below.
Call 811 before you dig.

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VIVIAN ESTATES PHASE 4
LEHI CITY, UT
315 EAST

REVISION BLOCK

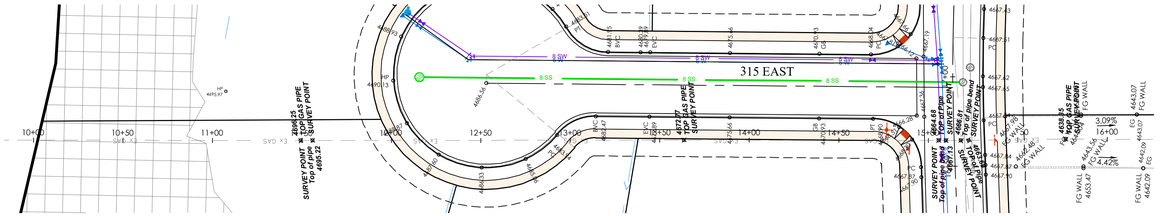
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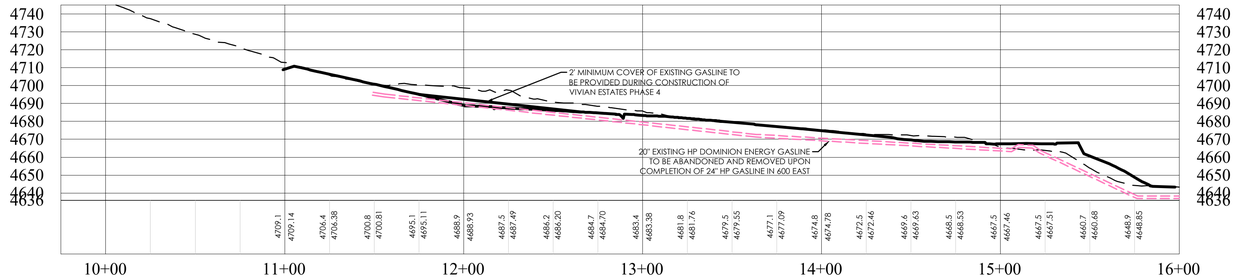
315 EAST

Scale: 1"=XX' | Drawn: BBD
Date: 11/14/2023 | Job #: 21-0561
Sheet: PP04

Z:_2021\21-0561 vivian estates phase 4\design 21-0561\dwg\sheets\PP04 - 315 EAST.dwg

NOTE: ALL CONSTRUCTION OVER EXISTING 20" GAS LINE MUST BE APPROVED BY DOMINION ENERGY UNTIL NEW 24" GAS LINE IS IN SERVICE





GASLINE PROFILE 1:1 VERTICAL SCALE



GASLINE PROFILE 1:5 VERTICAL SCALE



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Know what's below. Call 811 before you dig.

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FOR REVIEW ONLY

VIVIAN ESTATES PHASE 4

LEHI CITY,UT

EXISTING GASLINE

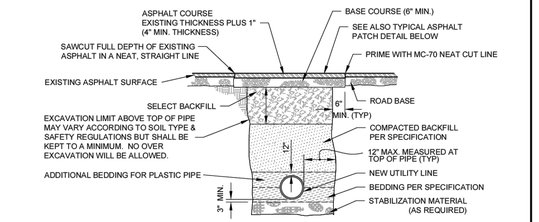
REVISION BLOCK

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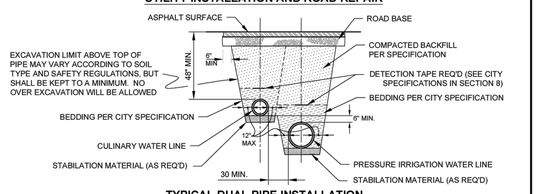
EXISTING GASLINE

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Date:	11/14/2023	Job #:	21-0561
Sheet:	PP05		

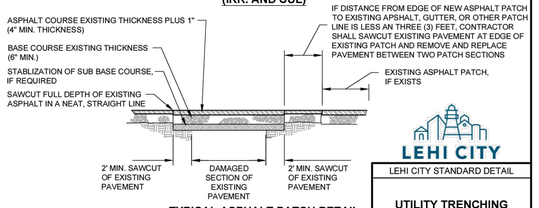
Z:_2021\21-0561 vivian estates phase 4\design 21-0561\dwg\sheets\PP05 - GASLINE PROFILE.dwg



UTILITY INSTALLATION AND ROAD REPAIR



TYPICAL DUAL PIPE INSTALLATION (IRR. AND CUL)



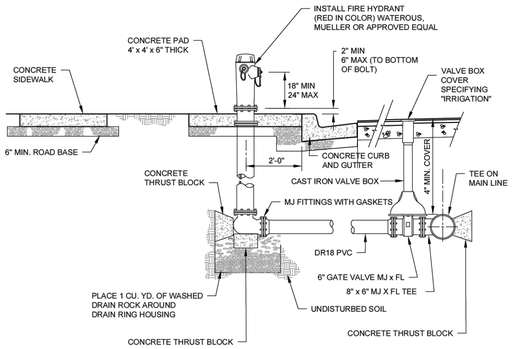
TYPICAL ASPHALT PATCH DETAIL

LEHI CITY

LEHI CITY STANDARD DETAIL

UTILITY TRENCHING

WT-01 DATE: *JANUARY 2022*



FIRE HYDRANT WITH VALVE

NOTES:

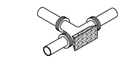
1. ALL BOLTS SHALL BE FREE FROM CONCRETE AND FULLY ACCESSIBLE.
2. HYDRANT SHALL BE INSTALLED 2' BEHIND THE WALK WITH CONCRETE PAD WHEN THERE IS NO PLANTER.
3. WHEN INSTALLING CONCRETE PAD AROUND FIRE HYDRANT, CONTRACTOR SHALL PLACE CRACK CONTROL JOINTS DIAGONALLY FROM THE HYDRANT TO THE CORNERS OF SAID PAD.
4. A THREE (3) FOOT HORIZONTAL CLEARANCE MUST BE MAINTAINED AROUND THE OUTSIDE OF ALL FIRE HYDRANTS.
5. STEAMER OUTLET SHALL FACE THE ROAD.

LEHI CITY

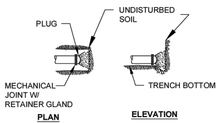
LEHI CITY STANDARD DETAIL

FIRE HYDRANT

WT-02 DATE: *JANUARY 2022*



THRUST BLOCK TYPICAL



PLAN **ELEVATION**

PLUG DETAIL

SIZE	BENDS 30°	45°	22 1/2°	11 1/4°	TEES *	GATE VALVES	DEAD ENDS	CROSS W/ 1 BRANCH PLUGGED	CROSS W/ 2 BRANCH PLUGGED
3	1.0	0.6	0.3	0	0.7	0.5	0.7	0.7	0.7
4	1.8	1.0	0.5	0	1.3	0.5	1.3	1.3	1.3
6	4.0	2.2	1.1	0	2.8	0.7	2.8	2.8	2.8
8	7.1	3.8	2.0	1.0	5.0	2.4	5.0	5.0	6.0
10	11.1	6.0	3.0	1.5	7.8	4.5	7.8	7.8	7.8
12	16.0	8.6	4.4	2.2	11.3	7.3	11.3	11.3	11.3
14	21.7	11.8	6.0	3.0	15.4	11.0	15.4	15.4	15.4
15	25.0	13.5	7.0	3.5	17.6		17.6	17.6	17.6
16	28.4	15.3	8.0	4.0	20.0		20.0	20.0	20.0
18	36.0	19.4	10.0	5.0	25.4		25.4	25.4	25.4
20	44.2	24.0	12.2	6.1	31.4		31.4	31.4	31.4
21	49.0	26.5	13.5	6.8	34.5		34.6	34.6	34.5
22	54.0	29.0	14.8	7.4	38.0		38.0	38.0	38.0
24	64.0	34.5	17.7	8.8	45.0		45.0	45.0	45.0
30	100.0	54.0	27.6	13.8	71.0		71.0	71.0	71.0
36	144.0	78.0	40.0	20	102.0		102.0	102.0	102.0

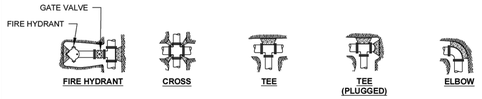
SPECIAL DESIGN

* SIZE IS BRANCH SIZE

AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I. AND A SOIL BEARING CAPACITY OF 1000 LBS. PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

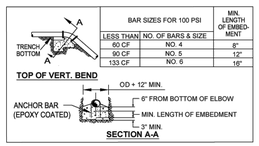
$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS/SQ. IN.}}{\text{ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.}}$

TABLE OF BEARING AREAS IN SQ. FT. FOR CONCRETE THRUST BLOCKING



FIRE HYDRANT **CROSS** **TEE** **TEE (PLUGGED)** **ELBOW**

FOR 100 P.S.I. INTERNAL STATIC PRESSURE AND 1000 LBS. PER SQ. FT. SOIL BEARING CAPACITY.



BAR SIZES FOR 100 PSI		MIN. LENGTH OF EMBEDMENT
LESS THAN 60 CF	NO. 4	8"
90 CF	NO. 5	12"
133 CF	NO. 6	16"

TOP OF VERT. BEND

SECTION A-A

REQ'D FOR VERT. BEND ANCHOR BLOCKS FOR 100 P.S.I PRESSURE ADJUST VOLUMES BY MULTIPLYING TABULATED VALUES BY A CORRECTION FACTOR "F".

$F = \frac{\text{ACTUAL SPECIFIED TEST PRESSURE}}{100}$

TABLE OF VOLUMES OF CONCRETE (IN CU. FT.)

SIZE	BENDS 45°	22 1/2°	11 1/2°
3	3.7	1.9	1.4
4	6.5	3.3	1.7
6	14.6	7.5	3.7
8	26.0	13.2	6.6
10	40.5	20.7	10.3
12	58.5	30.0	14.8
14	79.5	40.7	20.2
15	91.0	46.6	23.2
16	104.0	53.0	26.5
18		67.3	33.4
20		83.0	41.0
21	SPECIAL DESIGN REQUIRED		45.5
22			50.0
24			59.5
30			
36			

NOTES:

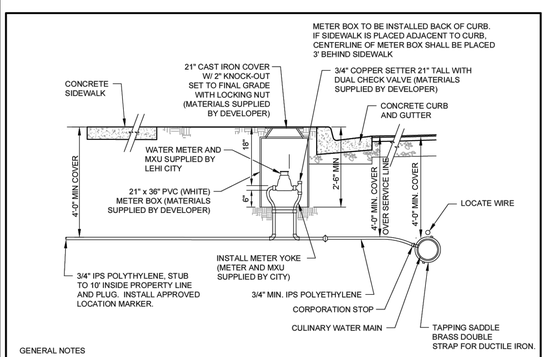
1. ALL FITTINGS SHALL BE COVERED WITH PLASTIC OR OTHER APPROVED MATERIAL PRIOR TO POURING THE THRUST BLOCK
2. FM GRADE GREASE SHALL BE USED FOR ALL BOLTED FITTINGS.
3. ALL TRUST BLOCKS AGAINST NON-NATIVE MATERIALS SHALL BE UPSIZED UNLESS A BEARING PRESSURE OF 1000 LBS. PER SQ.FT. IS PROVIDED.
4. POST MIX OR SAC-CRETE IS NOT ALLOWED FOR THRUST BLOCKS.

LEHI CITY

LEHI CITY STANDARD DETAIL

THRUST BLOCKING

WT-05 DATE: *JANUARY 2022*



GENERAL NOTES

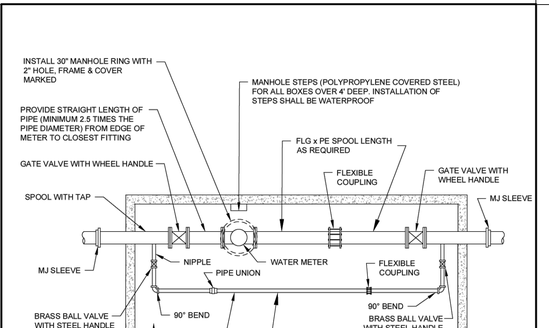
1. 10'-0" EDGE TO EDGE HORIZONTAL CLEARANCE IS REQUIRED BETWEEN WATER AND SEWER LATERAL SERVICE LINES.
2. WHERE WATER AND SEWER LATERALS MUST CROSS, WATER LATERAL SHALL BE 18" ABOVE THE SEWER LATERAL AS MEASURED FROM THE BOTTOM OF THE WATER LATERAL TO THE TOP OF THE SEWER LATERAL. THIS SEPARATION SHALL BE MAINTAINED FOR A MINIMUM OF 10'-0" EITHER SIDE OF THE CROSSING POINT.
3. ALL CULINARY WATER METERS SHALL BE CONSTRUCTED BEHIND PROPOSED CURB AND GUTTER, AND SHALL BE SERVICEABLE FROM THE STREET, REGARDLESS OF WHETHER OR NOT THE TYPICAL STREET CROSS SECTION CONTAINS A PLANTER STRIP.
4. COORDINATE PLACEMENT OF WATER METER WITH LEHI WATER DEPARTMENT.
5. TEFLON TAPE REQUIRED ON ALL THREADED CONNECTIONS.
6. CULINARY WATER METERS SHALL NOT BE PLACED WITHIN DRIVABLE AREAS UNLESS OTHERWISE APPROVED BY WATER DEPARTMENT.
7. ALL PIPING, FITTINGS, ECT WILL BE PROVIDED BY DEVELOPER AND INSPECTED BY LEHI CITY WATER INSPECTOR.
8. METER AND MXU WILL BE SUPPLIED BY LEHI CITY.
9. ALL BRASS FITTINGS, VALVES, ETC. SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-800, LATEST REVISION. ALL BRASS PRODUCTS ARE TO BE CERTIFIED TO THE REQUIREMENTS OF NSF / ANSI 61 ANNEX F&G AND NSF / ANSI 372.
10. HOMES WITH FIRE SPRINKLERS REQUIRE A 1" OR LARGER WATER SERVICE AS REQUIRED BY FIRE SPRINKLER DESIGN.
11. NO SPLICES OR FITTINGS ALLOWED BETWEEN THE CORPORATION STOP AND THE METER SETTER.
12. METERS THAT FALL WITHIN DRIVEWAYS MAY BE RELOCATED A MAXIMUM OF 3' LATERALLY, OTHERWISE THE SERVICE MUST BE TERMINATED AT THE MAIN AND REINSTALLED OUTSIDE OF THE DRIVEWAY.

LEHI CITY

LEHI CITY STANDARD DETAIL

CULINARY SERVICE CONNECTION

WT-06 DATE: *JANUARY 2022*



NOTES

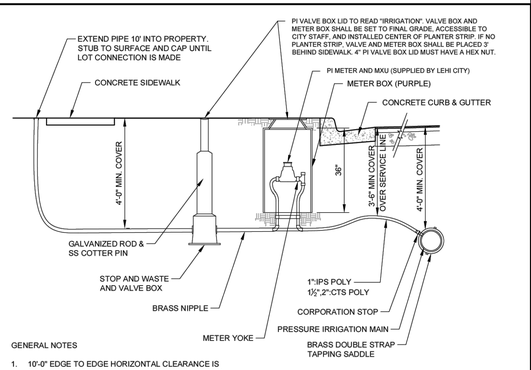
1. AN ENGINEERED PRECAST BOX MAY BE ALLOWED AS APPROVED BY THE CITY.
2. STRUCTURAL DESIGN (REINFORCING AND CONCRETE THICKNESS FOR WALLS, FOOTINGS, AND ROOF) WILL DEPEND ON FINAL BOX SIZE.
3. COORDINATE METER BOX PLACEMENT AND OVERALL METER DIMENSIONS WITH LEHI WATER METERING DEPARTMENTS PRIOR TO INSTALLATION.
4. CHANGES DUE TO PIPE SIZE SHALL BE AS APPROVED BY THE CITY WATER SUPERINTENDENT.
5. METER AND MXU SUPPLIED BY LEHI CITY.
6. VAULT LID AND INTERNAL PIPING PROVIDED BY DEVELOPER

LEHI CITY

LEHI CITY STANDARD DETAIL

CONCRETE METER BOX

WT-07 DATE: *JANUARY 2022*



GENERAL NOTES

1. 10'-0" EDGE TO EDGE HORIZONTAL CLEARANCE IS REQUIRED BETWEEN WATER AND SEWER LATERAL SERVICE LINES.
2. WHERE WATER AND SEWER LATERALS MUST CROSS, WATER LATERAL SHALL BE 18" ABOVE THE SEWER LATERAL AS MEASURED FROM THE BOTTOM OF THE WATER LATERAL TO THE TOP OF THE SEWER LATERAL. THIS SEPARATION SHALL BE MAINTAINED FOR A MINIMUM OF 10'-0" EITHER SIDE OF THE CROSSING POINT.
3. ALL PRESSURE IRRIGATION METERS SHALL BE CONSTRUCTED BEHIND PROPOSED CURB AND GUTTER, AND SHALL BE SERVICEABLE FROM THE STREET, REGARDLESS OF WHETHER OR NOT THE TYPICAL STREET CROSS SECTION CONTAINS A PLANTER STRIP.
4. COORDINATE PLACEMENT OF PI METER WITH LEHI WATER DEPARTMENT.
5. TEFLON TAPE REQUIRED ON ALL THREADED CONNECTIONS.
6. PRESSURE IRRIGATION METERS SHALL NOT BE PLACED WITHIN DRIVABLE AREAS UNLESS OTHERWISE APPROVED BY WATER DEPARTMENT.
7. ALL PIPING, FITTINGS, ECT WILL BE PROVIDED BY DEVELOPER AND INSPECTED BY LEHI CITY WATER INSPECTOR.
8. METER AND MXU WILL BE SUPPLIED BY LEHI CITY.
9. ALL BRASS FITTINGS, VALVES, ETC. SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-800, LATEST REVISION. ALL BRASS PRODUCTS ARE TO BE CERTIFIED TO THE REQUIREMENTS OF NSF / ANSI 61 ANNEX F&G AND NSF / ANSI 372.
10. METERS THAT FALL WITHIN DRIVEWAYS MAY BE RELOCATED A MAXIMUM OF 3' LATERALLY, OTHERWISE THE SERVICE MUST BE TERMINATED AT THE MAIN AND REINSTALLED OUTSIDE OF THE DRIVEWAY.

PARTS LIST			
PART NAME	METER SIZE		
	1" METER	1 1/2" METER	2" METER
SETTER	FORD VB-74-1SW-11-44	FORD VBB76-15-11-66	FORD VBB77-15-11-77
NIPPLE	1X12 BRASS	1-1/2X12 BRASS	2X12 BRASS
STOP AND WASTE	FORD BC-11-444-SW 1	FORD B11-666SW-NL 1 1/2	Ford B11-777SW-NL 2
RING	DAL L-2244	DAL L-2242	
RING ADAPTER	N/A	L-2336 3D CI MTR ADPT RING	
LID	DFW12AUT-5MWV1-IRRIG-LID PURPLE		
METER INSULATOR	4x28 FOAM	4x30 FOAM	
VALVE BOX	9ID CAST IRON W/HEX NUT		
BASE	N/A		M-9094-01
ROD	M-9080 W/COTTER OSW EXT KEY		
METER BOX	SIGMA RMP-212036-PTR	SIGMA RMP-203036-PTR	
SERVICE LINE	1" IPS POLY	1 1/2" CTS POLY	2" CTS POLY

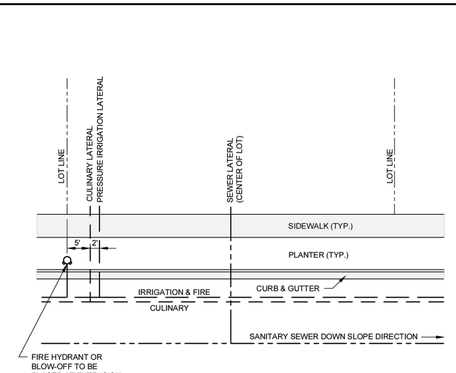
*LISTED MODEL NUMBERS OR APPROVED EQUAL REQUIRED

LEHI CITY

LEHI CITY STANDARD DETAIL

PRESSURE IRRIGATION SERVICE CONNECTION

WT-08 DATE: *JANUARY 2022*



NOTES

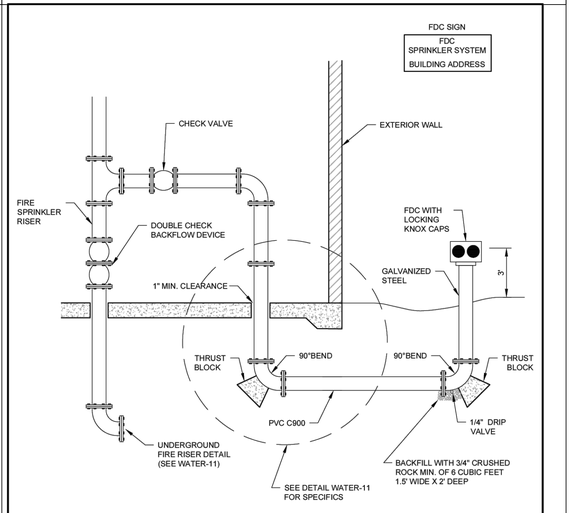
1. EACH SUBDIVISION LOT SHALL RECIEVE ONLY ONE (1) OF EACH SERVICE TYPE (WATER, P.I., SEWER OR SUB-DRAIN) UNLESS SPECIFICALLY AUTHORIZED BY THE CITY COUNCIL, CITY ENGINEER AND THE WATER SUPERINTENDANT.
2. ALL REMOVALS OR CHANGES TO EXISTING LATERAL LOCATIONS SHALL BE PERFORMED AT THE DEVELOPERS EXPENSE AND BE INSPECTED BY LEHI CITY STAFF.
3. CULINARY & PRESSURIZED IRRIGATION LATERALS SHOULD BE PLACED AT A 5 FOOT OFFSET FROM THE PROPERTY LINE.
4. LOCATION CHANGES DUE TO LOT SIZE & PHYSICAL CONDITIONS SHALL BE APPROVED BY THE WATER SUPERINTENDANT.

LEHI CITY

LEHI CITY STANDARD DETAIL

TYPICAL SERVICE, HYDRANT & BLOW-OFF LOCATIONS

WT-10 DATE: *JANUARY 2022*



REMOTE FIRE DEPARTMENT CONNECTION

NOTES:

1. BY APPROVAL OF THE FIRE CODE OFFICIAL.
2. PROVIDE BUILDING ID ON FDC THE SIGN SHALL BE 12" x 12" x 2" WHITE LETTERS ON A RED REFLECTIVE BACKGROUND.
3. NO OBSTRUCTIONS, PLANTS, ETC. WITHIN 3' OF THE FDC.
4. 4' x 4' x 6" CONCRETE PAD AT BASE OF FDC.
5. FDC SHALL BE WITHIN 100' OF A FIRE HYDRANT.

LEHI CITY

LEHI CITY STANDARD DETAIL

REMOTE FIRE DEPARTMENT CONNECTION

WT-12 DATE: *JANUARY 2022*

FOCUS ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

VIVIAN ESTATES PHASE 4

LEHI CITY, UT

DETAILS

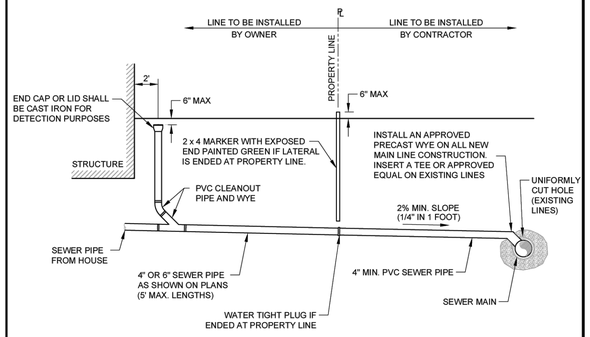
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DETAILS

Scale: NONE | Drawn: BBD
Date: 11/14/2023 | Job #: 21-0561
Sheet: D1

811 Know what's below. Call 811 before you dig.

Z:_2021\21-0561 vivian estates phase 4\design\21-0561\dwg\sheets\D1 - DETAILS.dwg



NOTES:

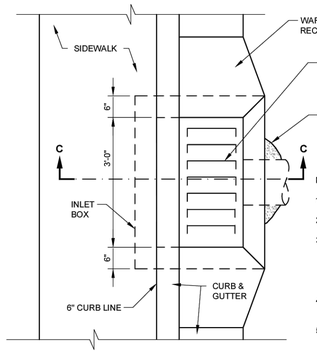
1. MAXIMUM DISTANCE BETWEEN CLEANOUTS: 100 FEET
2. LATERALS SHALL NOT ENTER MANHOLES UNLESS OTHERWISE APPROVED BY CITY ENGINEER

LEHI CITY

LEHI CITY STANDARD DETAIL

SEWER LATERAL

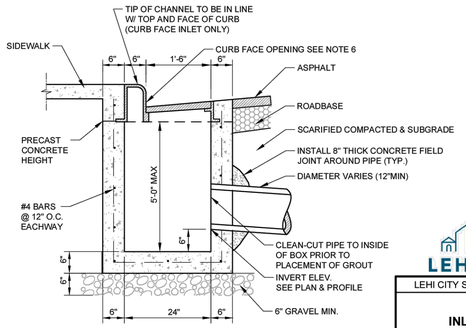
SD-05 | DATE: JANUARY 2022



PLAN VIEW

NOTES:

1. ALL FRAMES AND GRATES TO BE GALVANIZED.
2. ALL GRATES TO BE BICYCLE SAFE.
3. COMBO BOX REQUIRED IF MORE THAN ONE PIPE IS TO BE LOCATED WITHIN INLET BOX, BOX DEPTH EXCEEDS 5', OR IF "SNOUTS" ARE REQUIRED TO MEET STORM WATER QUALITY REQUIREMENTS.
4. MANHOLE STEPS SHALL NOT BE PLACED WITHIN INLET BOXES.
5. CURB FACE OPENING: MAKE OPENING AT LEAST 4 INCHES HIGH. PROVIDE AT LEAST A 2 INCH DROP FROM THE CONCRETE GUTTER FLOWLINE TO THE TOP OF THE GRATE AT THE CURB FACE OPENING.



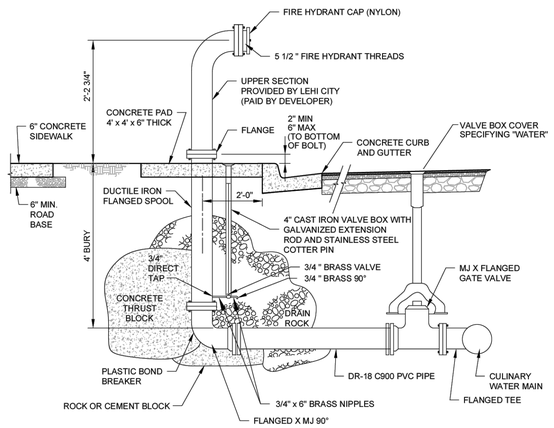
SECTION C

LEHI CITY

LEHI CITY STANDARD DETAIL

INLET BOX

SD-07 | DATE: JANUARY 2022



NOTE:

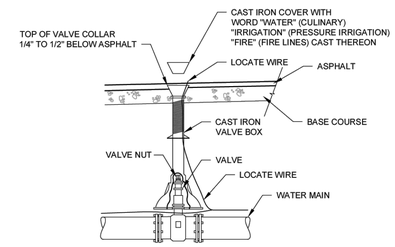
1. 4" SIZE FOR 8" OR SMALLER LINES 6" SIZE FOR 10" OR LARGER LINES OTHER SIZES AS DIRECTED BY THE WATER DEPARTMENT DIRECTOR.
2. BLOWOFF SHALL BE INSTALLED 2' BEHIND THE WALK WITH CONCRETE PAD WHEN THERE IS NO PLANTER.
3. WHEN INSTALLING CONCRETE PAD AROUND BLOW-OFF, CONTRACTOR SHALL PLACE CRACK CONTROL JOINTS DIAGONALLY FROM THE BLOW-OFF TO THE CORNERS OF SAID PAD.
4. A THREE (3) FOOT HORIZONTAL CLEARANCE MUST BE MAINTAINED AROUND THE OUTSIDE OF ALL BLOW-OFFS.
5. BLOWOFF TOP, ADAPTOR, AND CAP TO BE SUPPLIED BY LEHI CITY WATER DEPARTMENT.

LEHI CITY

LEHI CITY STANDARD DETAIL

BLOW-OFF

WT-03 | DATE: JANUARY 2022



NOTES:

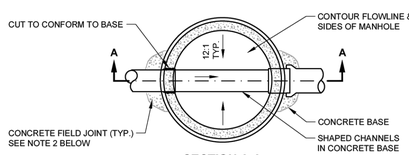
1. TOP OF VALVE COLLAR SHALL BE SET TO FINAL GRADE PRIOR TO PAVING. CONCRETE COLLARS MAY BE ALLOWED ONLY AFTER PRIOR APPROVAL OF LEHI CITY STREET DEPARTMENT. IF APPROVED, VALVE COLLARS SHALL BE 12" MIN. WIDE (FROM EDGE OF COLLAR), 12" THICK AND 1/4" TO 1/2" BELOW ASPHALT.
2. IN NON PAVED AND PLANTER STRIP AREAS, A 4' x 4' x 6" THICK CONCRETE PAD MUST BE PROVIDED FLUSH WITH THE TOP OF THE VALVE BOX.

LEHI CITY

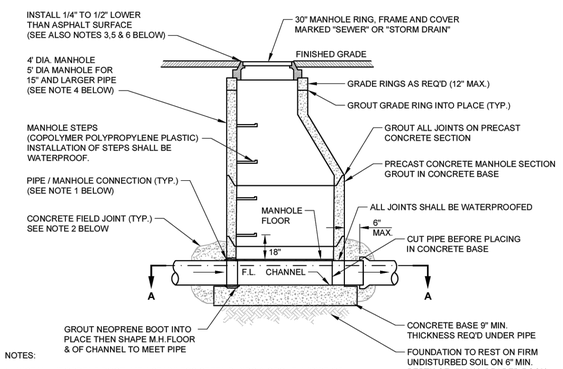
LEHI CITY STANDARD DETAIL

VALVE BOX

WT-04 | DATE: JANUARY 2022



SECTION A-A



NOTES:

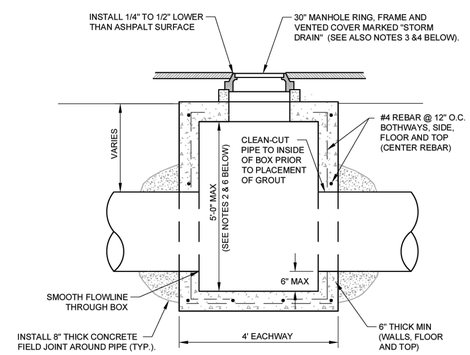
1. INSTALL NEOPRENE BOOT WITH STAINLESS STEEL BANDS & GROUT INSIDE OF MANHOLE FOR SANITARY SEWER PIPE CONNECTIONS. GROUT INSIDE & OUTSIDE PIPE CONNECTIONS FOR STORM DRAIN & OTHER DRAINAGE PIPES.
2. INSTALL 8" THICK CONCRETE FIELD JOINT AROUND ALL STORM DRAINAGE PIPES (TYP.). INSTALL AROUND ALL CONCRETE SEWER PIPES 18" DIA. & LARGER.
3. MANHOLE RING & COVER SHALL MATCH GRADE & CROSS SLOPE OF ROADWAY. ("TWIST", ROTATING OR ADJUSTABLE MANHOLE RING & COVER MAY BE REQUIRED).
4. LARGER MANHOLES MAY BE REQUIRED DEPENDING ON PIPE SIZINGS AND ORIENTATION WITHIN MANHOLE.
5. TOP OF MANHOLE COVER SHALL BE SET TO FINAL GRADE PRIOR TO PAVING. CONCRETE COLLARS MAY BE ALLOWED, BUT ONLY AFTER PRIOR APPROVAL OF LEHI CITY STREET DEPARTMENT. IF APPROVED, CONCRETE COLLARS SHALL BE 12" MIN. WIDE (FROM EDGE OF MANHOLE RING) AND 12" MIN. THICKNESS.
6. IN NON-PAVED AREAS, A 12" THICK BY 12" WIDE (FROM EDGE OF MANHOLE RING) CONCRETE COLLAR SHALL BE PROVIDED FLUSH WITH THE TOP OF THE MANHOLE COVER.

LEHI CITY

LEHI CITY STANDARD DETAIL

LINE MANHOLE (SEWER & STORM DRAIN)

SD-01 | DATE: JANUARY 2022



NOTES:

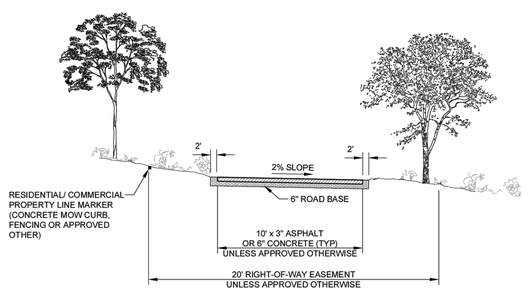
1. AN ENGINEERED PRECAST BOX MAY BE ALLOWED AS APPROVED BY THE CITY
2. FOR DEPTHS NOT TO EXCEED 5', OTHERWISE USE STANDARD LINE OR JUNCTION MANHOLE
3. MANHOLE RING & COVER SHALL MATCH GRADE & CROSS SLOPE OF ROADWAY. (TWIST, ROTATING OR ADJUSTABLE MANHOLE RING & COVER MAY BE REQUIRED).
4. VENTED RING, COVER & BOX SHALL BE CAPABLE OF SUPPORTING TRAFFIC LOADS. RING & COVER MAY BE SUBSTITUTED WITH A GRATED LID WHEN OUTSIDE OF PAVED ROADWAY AREAS (AS APPROVED BY THE CITY ENGINEER OR PUBLIC WORKS DIRECTOR), BUT SHALL ALSO BE CAPABLE OF SUPPORTING TRAFFIC LOADS.
5. 3'X3' I.D. CLEANOUT BOX MAY BE REQUIRED IF MORE THAN ONE PIPE ENTERS / EXITS BOX.
6. BMP "SNOUT" MAY BE REQUIRED WITHIN STORM DRAINAGE BOXES TO MEET STORM WATER QUALITY REQUIREMENT. CLEAN OUT BOX DEPTH SHALL BE MODIFIED TO MEET "SNOUT" MANUFACTURER'S GUIDELINES. ORIFICE PLATES SHOULD NOT BE INSTALLED BEHIND "SNOUT" HOODS.

LEHI CITY

LEHI CITY STANDARD DETAIL

DRAIN CLEAN-OUT BOX

SD-06 | DATE: JANUARY 2022



NOTES:

1. CROSS SECTION MAY BE ADJUSTED DEPENDING ON EXISTING CONSTRAINTS AS APPROVED BY THE LEHI CITY ENGINEER.
2. 2' COMPACTED SHOULDER MUST SLOPE AT A 6:1 MAX SLOPE ON EACH SIDE OF THE PAVED TRAIL.
3. SLOPE TRAIL 2% TO AVOID PONDING. PROVIDE DRAINAGE IMPROVEMENTS ALONG TRAIL AS REQUIRED TO CONVEY POSSIBLE STORM FLOWS.
4. CONTRACTOR SHALL REMOVE ALL FOLIAGE, ROOTS AND WASTE MATERIALS WITHIN A 12" ZONE BENEATH BASE COURSE. 12" ZONE SHALL THEN BE COMPACTED PRIOR TO THE PLACEMENT OF ROAD BASE COURSE. CONTRACTOR SHALL ALSO PLACE GROUND STERILANT PRIOR TO PLACEMENT OF ROAD BASE.
5. ALL PEDESTRIAN TRAIL DESIGN PLANS SHALL BE REVIEWED AND APPROVED BY LEHI CITY STAFF PRIOR TO CONSTRUCTON.
6. ADA AND PEDESTRIAN RAMPS SHALL MATCH THE WIDTH OF THE TRAIL.

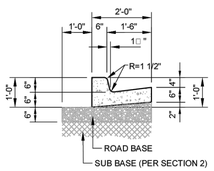
PROVIDE A TRAIL RAMP DETAIL? RAMP WIDTHS MATCH TRAIL WIDTH

LEHI CITY

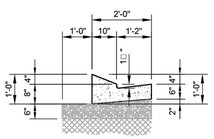
LEHI CITY STANDARD DETAIL

BICYCLE / PEDESTRIAN SHARED USE TRAIL

TR-01 | DATE: JANUARY 2022



HIGH BACK CURB & GUTTER



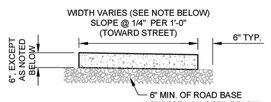
NOTES:

1. THIS CROSS SECTION IS ONLY FOR COMMERCIAL, INDUSTRIAL ZONES AND TEMPORARY TURNAROUNDS.
2. THE USE OF THIS CROSS SECTION IS SUBJECT TO APPROVAL OF THE CITY ENGINEER

MODIFIED CURB & GUTTER (MOUNTABLE TYPE)

GENERAL NOTES:

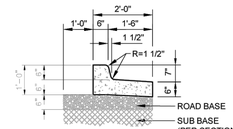
1. PLACE EXPANSION JOINTS (JOINT FILLER MATERIAL) EVERY 50' ALONG CURB, GUTTER & SIDEWALK SECTIONS. JOINTS TO BE PLACED THE FULL DEPTH OF CONCRETE PLUS 1", FLUSH WITH TOP OF CONCRETE.
2. CONTRACTION JOINTS ALONG CURB & GUTTER SECTIONS SHOULD BE PLACED AT INTERVALS NOT TO EXCEED 10'.
3. CONTRACTION JOINTS ALONG SIDEWALK SECTIONS SHOULD BE PLACED AT INTERVALS MATCHING THE SIDEWALK WIDTH, EXCEPT WITH VERY WIDE CONCRETE SECTIONS WHERE CONTRACTION JOINT SPACING SHALL NOT EXCEED 2 TIMES THE SLAB THICKNESS IN FEET. FOR EXAMPLE THE MAXIMUM JOINT SPACING FOR A 4" THICK CONCRETE SLAB WOULD BE 8 FEET.
4. WHEN CURB, GUTTER OR SIDEWALK MUST BE REMOVED & REPLACED, FOLLOW WRITTEN GUIDELINES IN SECTION 5.



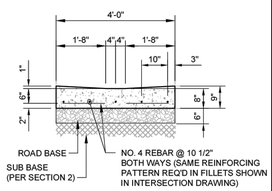
NOTES:

1. 5' SIDEWALK WIDTH WHEN USED IN CONJUNCTION WITH PLANTER. 5' SIDEWALK WIDTH AGAINST CURB & GUTTER. 6' SIDEWALK WIDTH WHEN USED AGAINST A CURB & GUTTER WITHIN A PARKING LOT.
2. SIDEWALK THICKNESS MAY BE 5" AND ROAD BASE THICKNESS 4" OUTSIDE OF SUBDIVISIONS IN AREA WITH NO ACCESSES AS APPROVED BY THE REVIEWING DEPARTMENTS.

SIDEWALK



REVERSE SLOPE CURB & GUTTER



4' DRAIN GUTTER

LEHI CITY

LEHI CITY STANDARD DETAIL

CURB, GUTTER AND SIDEWALK

RD-05 | DATE: JANUARY 2022

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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

VIVIAN ESTATES PHASE 4

LEHI CITY,UT

DETAILS

REVISION BLOCK

#	DATE	DESCRIPTION
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DETAILS

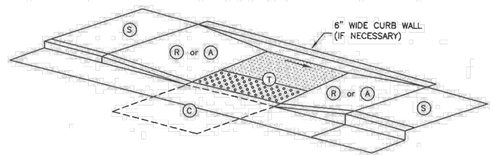
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Date: 11/14/2023 | Job #: 21-0561

Sheet: D2

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TURNING SPACE AT STREET LEVEL



EXAMPLE 5

ELEMENT	DIMENSION
(R) (A)	4 FEET WIDE MINIMUM
(C) (T)	4 FEET SQUARE MINIMUM

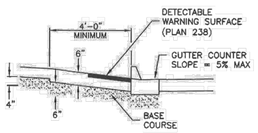
WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	(T)	STREET GRADE	2
CURB RAMP	(R)	8.33	2
CLEAR SPACE	(C)	5	STREET GRADE
SIDEWALK	(S)	STREET GRADE	2
APPROACHE	(A)	8.33	2

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL

SLOPE TABLE



MATERIALS

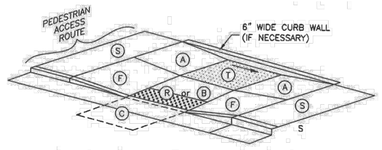
Utah Chapter

Mid-block curb cut assembly

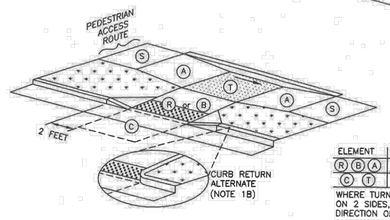
Plan 236.3
September 2011

TURNING SPACE BETWEEN SIDEWALK AND STREET LEVELS

THE LOCATION OF THE PEDESTRIAN ACCESS ROUTE AFFECTS FLARE SLOPE CONSTRUCTION



EXAMPLE 3



EXAMPLE 4

ELEMENT	DIMENSION
(R) (B) (A)	FEET WIDE MINIMUM
(C) (T)	4 FEET SQUARE MINIMUM

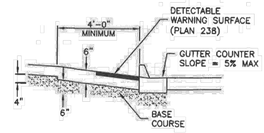
WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	(T)	STREET GRADE	2
CURB RAMP	(R)	8.33	STREET GRADE
BLENDED TRANSITION	(B)	5	STREET GRADE
CLEAR SPACE	(C)	5	STREET GRADE
SIDEWALK	(S)	STREET GRADE	2
FLARE	(F)	10	--
APPROACH	(A)	8.33	2

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL

SLOPE TABLE



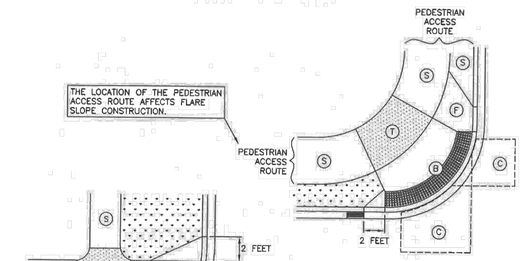
MATERIALS

Utah Chapter

Mid-block curb cut assembly

Plan 236.2
September 2011

TURNING SPACE AT SIDEWALK LEVEL



EXAMPLE A

EXAMPLE B

ELEMENT	DIMENSION
(R) (B)	4 FEET WIDE MINIMUM
(C) (T)	4 FEET SQUARE MINIMUM

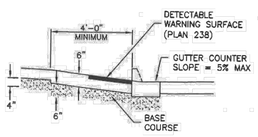
WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	(T)	2	2
CURB RAMP	(R)	8.33	2 (c)
BLENDED TRANSITION	(B)	5	2 (c)
CLEAR SPACE	(C)	5	2 (c)
SIDEWALK	(S)	STREET GRADE	2
FLARE	(F)	10	--

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL
(c) SLOPE MAY EQUAL STREET OR HIGHWAY GRADE AT CROSSWALKS THAT ARE WITHOUT VEHICULAR YIELD OR STOP CONTROL

SLOPE TABLE



MATERIALS

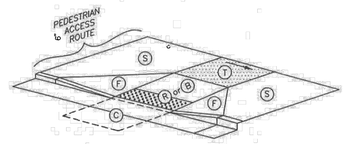
Utah Chapter

Corner curb cut assembly

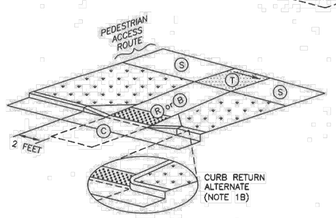
Plan 235.1
September 2011

TURNING SPACE AT SIDEWALK LEVEL

THE LOCATION OF THE PEDESTRIAN ACCESS ROUTE AFFECTS FLARE SLOPE CONSTRUCTION



EXAMPLE 1



EXAMPLE 2

ELEMENT	DIMENSION
(R) (B)	4 FEET WIDE MINIMUM
(C) (T)	4 FEET SQUARE MINIMUM

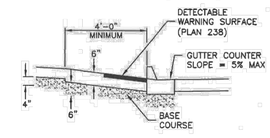
WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	(T)	STREET GRADE	2
CURB RAMP	(R)	8.33	2 (c)
BLENDED TRANSITION	(B)	5	2 (c)
CLEAR SPACE	(C)	5	2 (c)
SIDEWALK	(S)	STREET GRADE	2
FLARE	(F)	10	--

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL

SLOPE TABLE

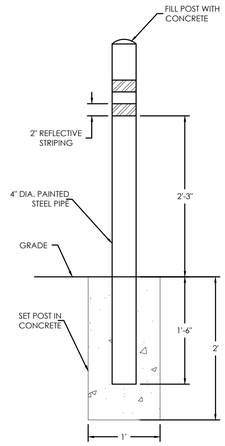


MATERIALS

Utah Chapter

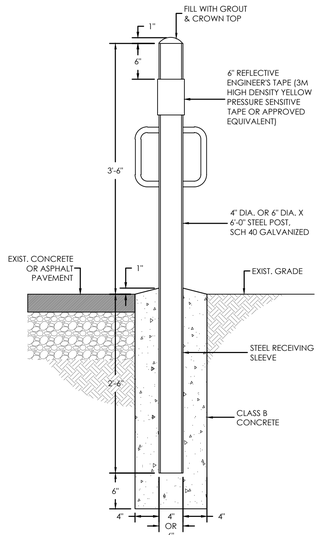
Mid-block curb cut assembly

Plan 236.1
September 2011



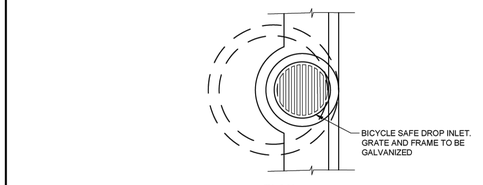
BOLLARD DETAIL

NTS

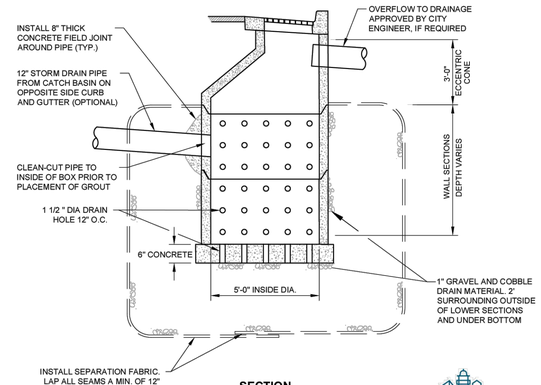


REMOVABLE BOLLARD DETAIL

NTS



PLAN



SECTION

NOTE:

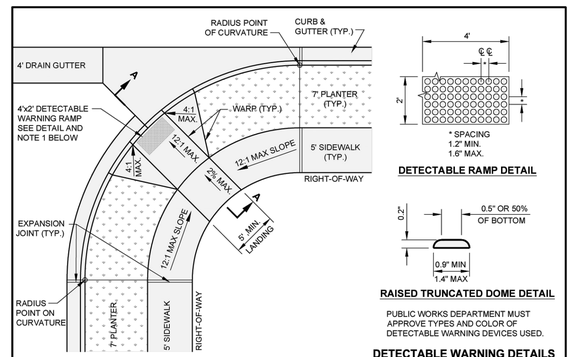
1. ALTERNATIVE SUMP DESIGNS MAY BE REQUIRED DEPENDING ON GROUND WATER TABLE.

LEHI CITY

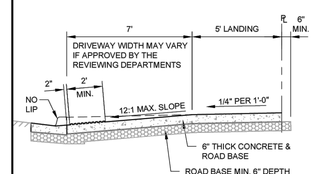
LEHI CITY STANDARD DETAIL

STORM WATER SUMP

SD-09 DATE: JANUARY 2022



PLAN VIEW



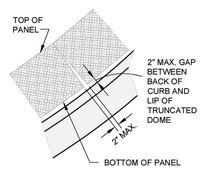
SECTION A-A

DETECTABLE RAMP DETAIL

RAISED TRUNCATED DOME DETAIL

PUBLIC WORKS DEPARTMENT MUST APPROVE TYPES AND COLOR OF DETECTABLE WARNING DEVICES USED.

DETECTABLE WARNING DETAILS



DETECTABLE WARNING SURFACE PANEL GAP DETAIL

GENERAL NOTES:

1. ROAD/FIELD GRADES MAY REQUIRE ADJUSTMENT AS PER APPROVAL BY PUBLIC WORKS DEPARTMENT
2. DETECTABLE WARNING SURFACES SHALL EXTEND (24 IN) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES), THE LANDING, OR THE BLENDED TRANSITION.

LEHI CITY

LEHI CITY STANDARD DETAIL

ADA RAMP PLANTER STRIP (AT INTERSECTION)

RD-06 DATE: JANUARY 2022

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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

VIVIAN ESTATES PHASE 4

LEHI CITY, UT

DETAILS

REVISION BLOCK

#	DATE	DESCRIPTION
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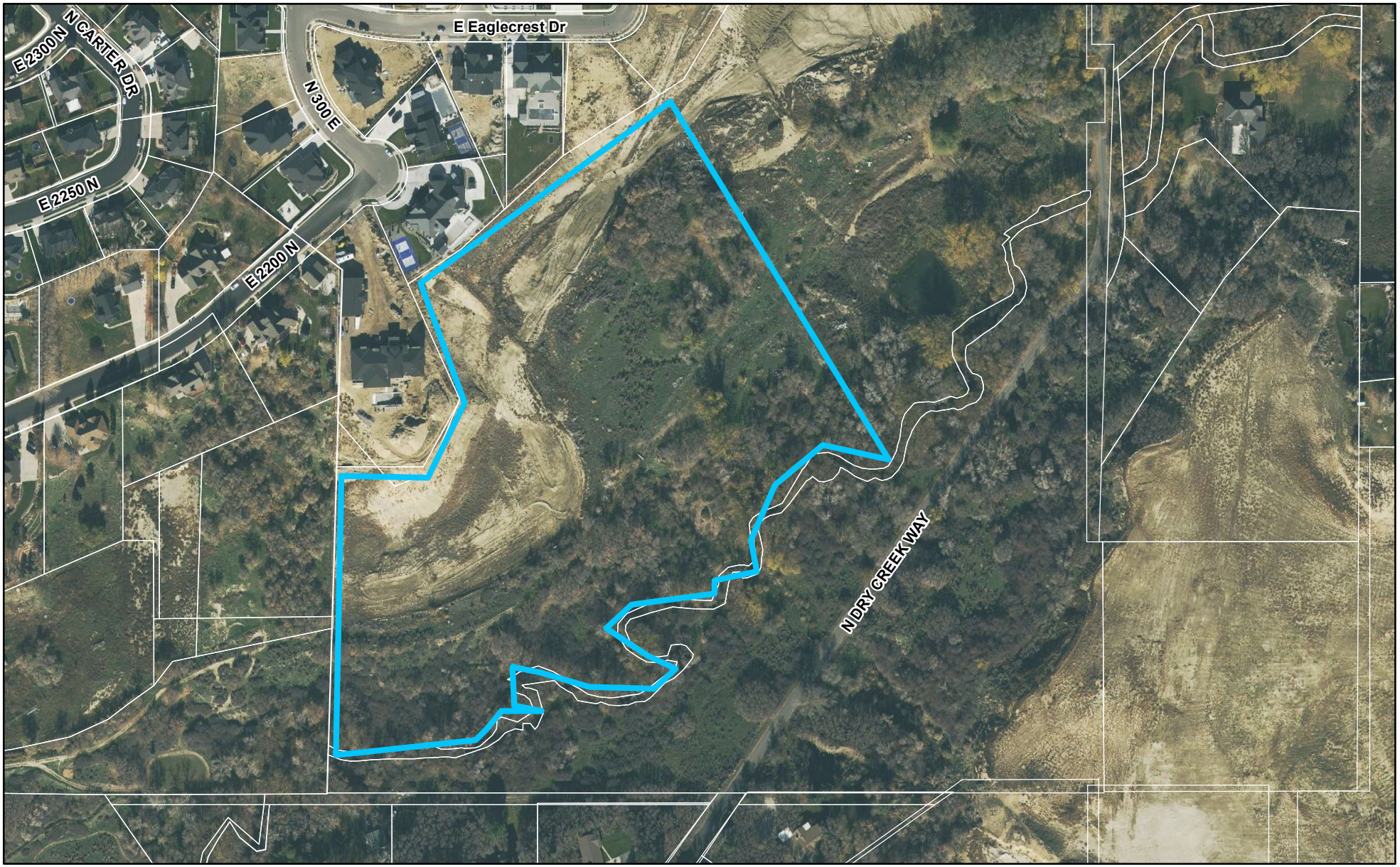
DETAILS

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Date: 11/14/2023 | Job #: 21-0561
Sheet: D3

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Vivian Estates 4

Aerial

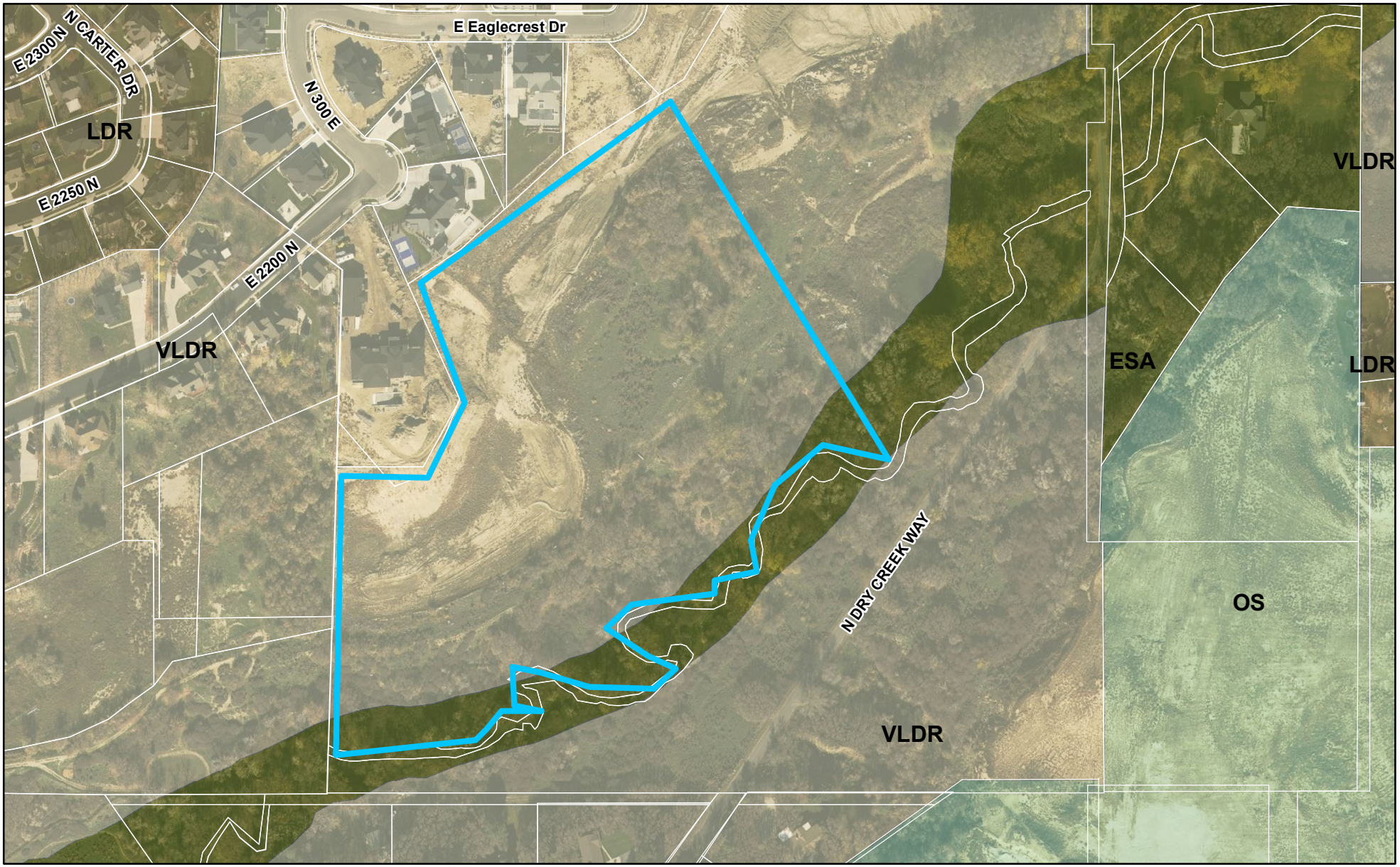


0 300 600 Feet

LEHI CITY

Vivian Estates 4

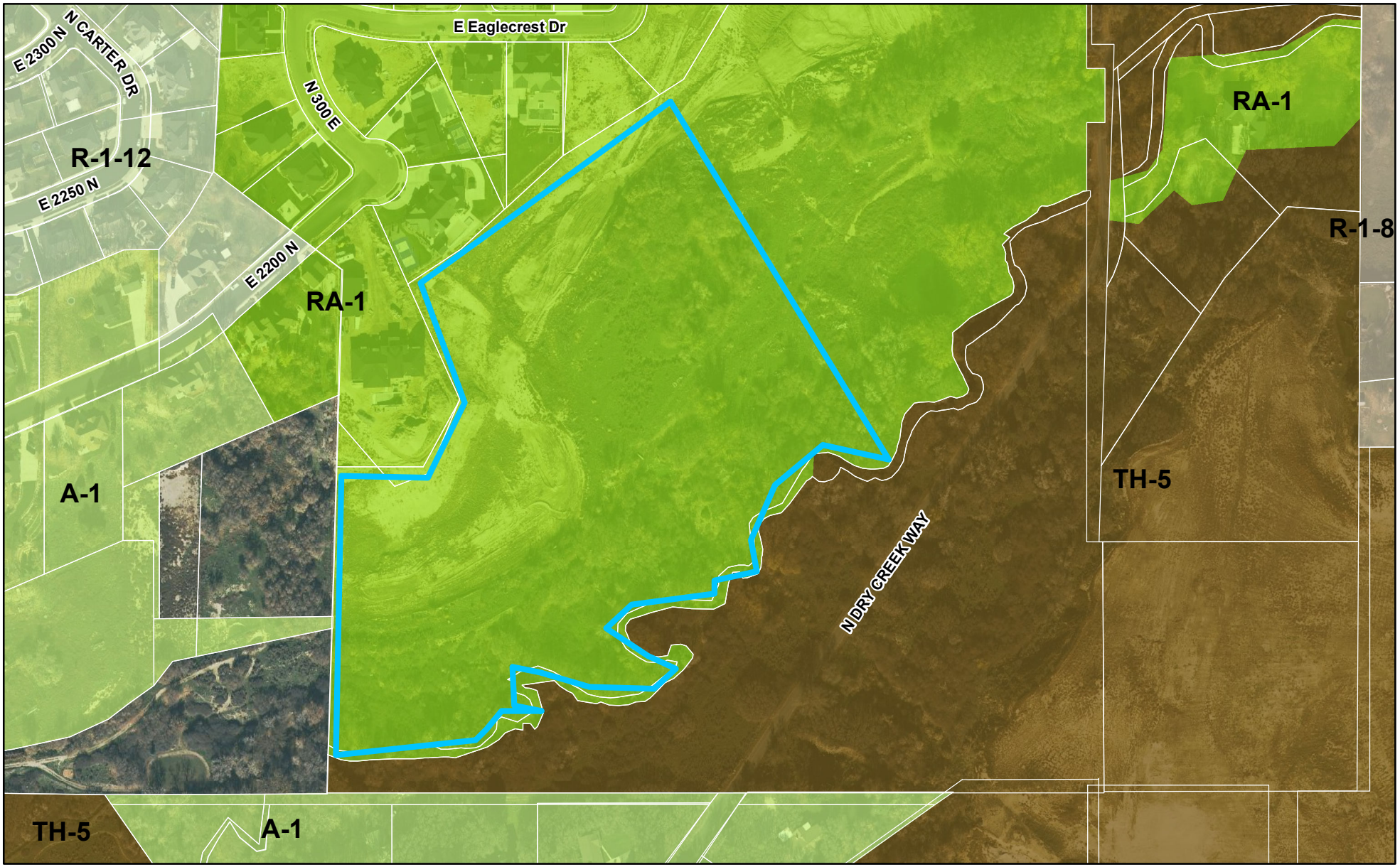
General Plan



LEHI CITY

Vivian Estates 4

Zoning



0 300 600 Feet

LEHI CITY

Agenda Item No: 23

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of a monument sign approval for IHC Primary Children's Hospital on city property located at approximately 2250 North Miller Campus Drive.

Suggested Action:

Attachments:

CC Staff Report IHC Primary Children's Monument Sign.docx

Lehi City - Monument Sign Easement Agreement - Lehi Redlines 11.16.23.docx

Aerial map.pdf

General Plan.pdf

Zoning map.pdf

IHC PRIMARY CHILDREN'S MONUMENT SIGN
CITY COUNCIL REPORT

Applicant	Trademark Visual		
Meeting Date	December 12, 2023		
Requested Action/Purpose	Approval		
Location	2250 North Miller Campus Drive		
Project Area	1.7 acre		
Existing Zoning	Planned Community		
General Plan Land Use Designation	Commercial		
Adjacent Zoning and Land Use	*North*	Planned Community	Holbrook
	South	Commercial	Maverick
	East	Planned Community	Wetlands
	West	Planned Community	Future commercial
Assigned Planner	Katie Bussell		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 23.050. General Sign Requirements

A. All signs shall be constructed, mounted, and attached in a safe and secure manner in accordance with the International Building Code.
B. No sign shall be placed or maintained in the City except as provided in this chapter.
C. No signs other than public or quasi-public signs shall be placed within or extend into public rights-of-way, or be placed on semaphore poles, utility poles, or over public property, except as otherwise provided in this chapter.

Section 23.070. Exemptions

The following shall be exempt from the permitting regulations of this chapter:

A. Decals or logos affixed to windows or door panels;
B. Flags;
C. Individual pennants not on a string;
D. Disabled parking space signs not exceeding two square feet reserving parking for disabled individuals;
E. Holiday decorations associated with any generally recognized national, local, or religious holiday;
F. Illuminated building accents and decorations;
G. Painted or applied wall accents and decorations;
H. Wayfinding on-premises signs not exceeding two square feet in area, limited to two per driveway entrance;
I. Public or quasi-public street signs, and on-premises signs erected by civic institutions;
J. Public art, including original art displays;
K. Security and warning signs regulating the use of premises, not exceeding one sign two square feet in area in residential areas and one sign five square feet in area in commercial and industrial zones, but these number and size limitations shall not apply to the posting of conventional "no trespassing" signs in accordance with state law;
L. Signs inside a building;
M. Signs carved into a building or raised in integral relief on a building, which are a physical part of the building façade and part of the physical construction of the building materials comprising the façade, but not including letters or signs that are merely attached to the exterior façade of the building, even if of the same finish or color as the building;
N. Signs required by federal, state, or city law;
O. Signs not visible from a public right-of-way; and
P. Temporary signs of two square feet and under, except temporary signs prohibited by other sections of this chapter.

PROPERTY HISTORY

December 9, 2020 - Property dedicated to the City under the Primary Children's Hospital Lehi Subdivision plat.

REPORT ANALYSIS

Trademark Visual requests approval to place a monument sign on city property for Intermountain Healthcare Primary Children's Hospital. The sign is to help direct emergency vehicles, hospital personnel, and patients to the emergency center. The monument sign is 11 feet, six inches tall and only two and a half feet wide. The applicant has stated the sign will be placed outside of the existing utility easements and state right-of-way. The applicant and Intermountain Healthcare would like to place the sign on city property because they are placing a pylon sign on the other side of 2100 North entrance into the hospital. The applicant has stated both signs are needed to assist the hospital with wayfinding. Therefore, an easement is required to place a private sign on public property. It was recommended by both City staff and Legal that the City Council review the placement of the sign on public property and the language of the easement to ensure proper placement.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposal. Any motion should include findings. Possible findings include:

1. The proposal is/is not consistent with the Lehi City Development Code
2. The proposal does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

WHEN RECORDED, RETURN TO:

IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, UT 84111
Attn: Corporate Real Estate Director

PYLON SIGN EASEMENT AGREEMENT

This PYLON SIGN EASEMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the ____ day of _____, 2023, by and between THE CITY OF LEHI CITY ("**Grantor**"), and IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("**Grantee**").

Background

A. Grantor is the owner of that certain real property located in Utah County, Utah, more particularly described on Exhibit A (the "**Grantor Property**").

B. Grantee is the owner of that certain real property located adjacent to the Grantor Property, more particularly described on Exhibit B (the "**Grantee Property**").

C. Grantee desires to obtain and Grantor is willing to convey an easement through portions of the Grantor Property for the purposes more particularly described herein and subject to the terms and conditions of this Agreement.

Terms

1. Grant of Pylon Sign Easement. Grantor hereby conveys, without warranty, unto Grantee a non-exclusive easement (the "**Easement**") on, over, under and across those portions of the Grantor Property more particularly described on Exhibit C and depicted on Exhibit D (the "**Easement Area**"), for the sole purpose of constructing, installing, operating, and maintaining a pylon sign and related improvements for the benefit of the Grantee Property (collectively, the "**Improvements**").

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee will enter upon the Easement Area from existing roads at its sole risk and hazard, and Grantee and its successors and assigns, release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents. Grantee and Grantee's Agents will enter onto the Easement Area at commercially reasonable times.

3. Reservation by Grantor. Notwithstanding anything to the contrary stated herein, Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the foregoing, Grantor may install and maintain above ground and underground utilities, landscaping, hardscaping, sidewalks, driveways, drainage and other improvements on the Easement Area (collectively, the "**Permitted Improvements**"). Except for the Permitted Improvements, Grantor agrees not to construct or erect any other improvements, buildings or structures on the Easement Area without obtaining Grantee's written consent, which will not be unreasonably withheld, conditioned or delayed. Grantor also reserves

the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area or the surface of the Grantor Property above same.

4. Maintenance and Restoration. Grantee, at its sole cost and expense, will promptly repair any damage to the Improvements, Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, Permitted Improvements, etc.) caused by Grantee or Grantee's Agents, and will restore the Improvements, Grantor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto the Grantor Property by Grantee and Grantee's Agents within thirty (30) days of receiving written notice from Grantor describing the damage. Grantee's restoration responsibilities will also include, but not be limited to: (i) removal of all equipment or materials other than the Improvements which it has caused to be placed upon the Grantor Property; (ii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations; and (iii) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

5. Notices. All communications, consents, and other notices provided for in this Agreement (collectively, "**Notice**") will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Grantor:
City of Lehi City
Attn: _____
_____
_____

If to Grantee:
IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, UT 84111
Attn: Corporate Real Estate Director

With a copy to:
IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, UT 84111
Attn: Legal Department

6. Miscellaneous.

(a) Except as expressly stated herein, the provisions of this Agreement will be binding upon and inure to the benefit of the parties, as well as the successors and assigns of such persons, and shall run with the land.

(b) If any term, covenant or condition of this Agreement or the application of it to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is

invalid or unenforceable, will not be affected thereby, and each term, covenant or condition of this Agreement will be valid and will be enforced to the extent permitted by law.

(c) The captions and headings in this Agreement are for reference only and will not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

(d) Nothing contained herein will be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

(e) This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the parties or their successor and assigns (as determined by the provisions herein).

(f) In the event any legal action or proceeding for the enforcement of any right or obligation herein is commenced, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(g) Nothing herein contained will be deemed to be a gift or dedication of any portion of the Grantor Property it being the intention that this Agreement will be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor will it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor will have the right to perform any act, or do anything, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

(h) This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.

(i) Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

(*signatures and acknowledgements to follow*)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: City of Lehi City,
_____

By: _____
Name (Prints): _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 20__, personally appeared before me _____, who being duly sworn, did say that he/she is the_____ of _____, a _____, and that the foregoing instrument was signed in his/her capacity of such entity.

_____
NOTARY SIGNATURE AND SEAL

[Grantee's Signature and Acknowledgement Follows]

Grantee: IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: _____
Name (Prints): _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

_____
NOTARY SIGNATURE AND SEAL

EXHIBIT A

(Legal Description of the Grantor Property)



PROPERTY INFORMATION

mobile view

Serial Number: 49:941:0004

Property Address: LEHI
Mailing Address: 153 N 100 EAST LEHI LEHI, UT 84043
Acreage: 1.799508
Last Document: 195905-2020
Subdivision Map Filing
Legal Description: PUBLIC ROAD, PRIMARY CHILDREN'S HOSPITAL LEHI SUB AREA 1.800 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents	Aerial Image

2021... LEHI CITY
2021NV LEHI CITY

Additional Information

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Documents/Owner/Parcel information - Recorder's Office
Address Change for Tax Notice

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EXHIBIT B

(Description of the Grantee Property)

Utah County
HEART of UTAH

PROPERTY INFORMATION

mobile view

Serial Number: 49:941:0001

Property Address: 2250 N MILLER CAMPUS DR - LEHI
Mailing Address: PO BOX 3390 SALT LAKE CITY, UT 84110
Acreage: 36.168629
Last Document: 195905-2020
Subdivision Map Filing
Legal Description: LOT 1, PRIMARY CHILDREN'S HOSPITAL LEHI SUB AREA 36.169 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents	Aerial Image

2023...	IHC HEALTH SERVICES INC
2023NV	IHC HEALTH SERVICES INC
2021-2022	IHC HEALTH SERVICES INC
2021NV	IHC HEALTH SERVICES INC
2021NV	IHC HEALTH SERVICES INC

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EXHIBIT C

(Description of the Easement Area)

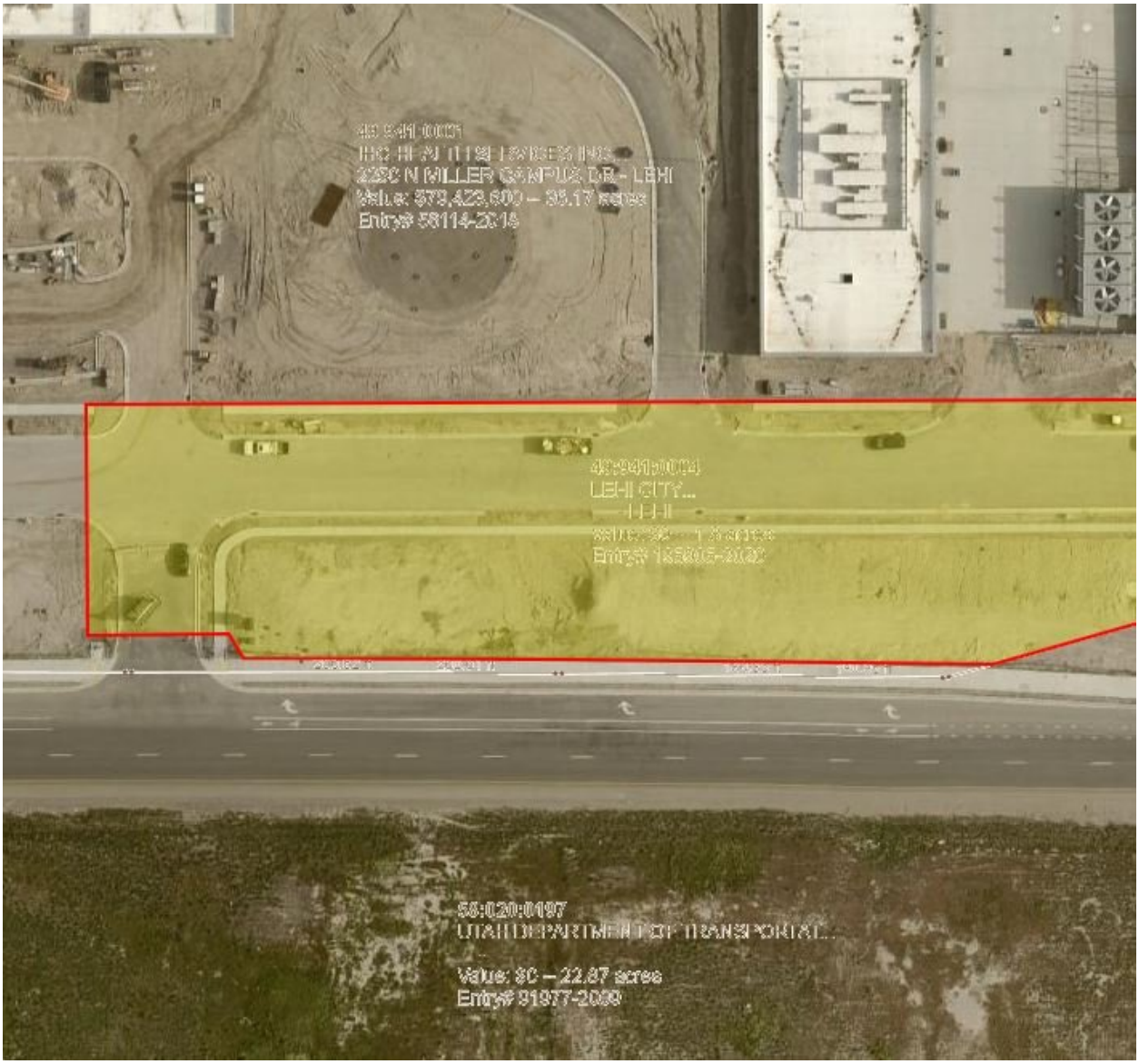
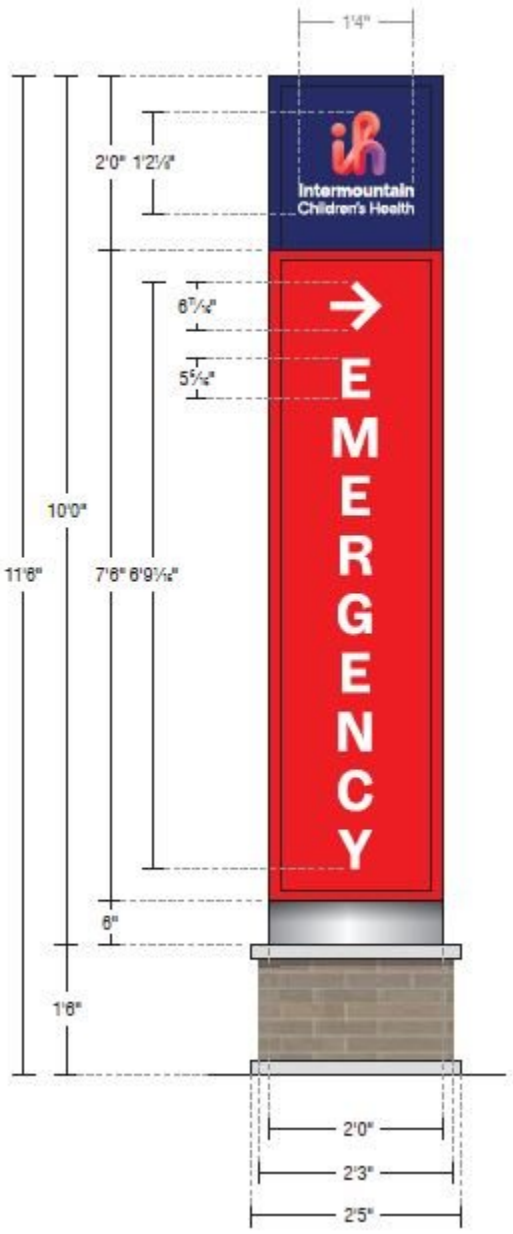


EXHIBIT D

(Depiction of the Easement Area)

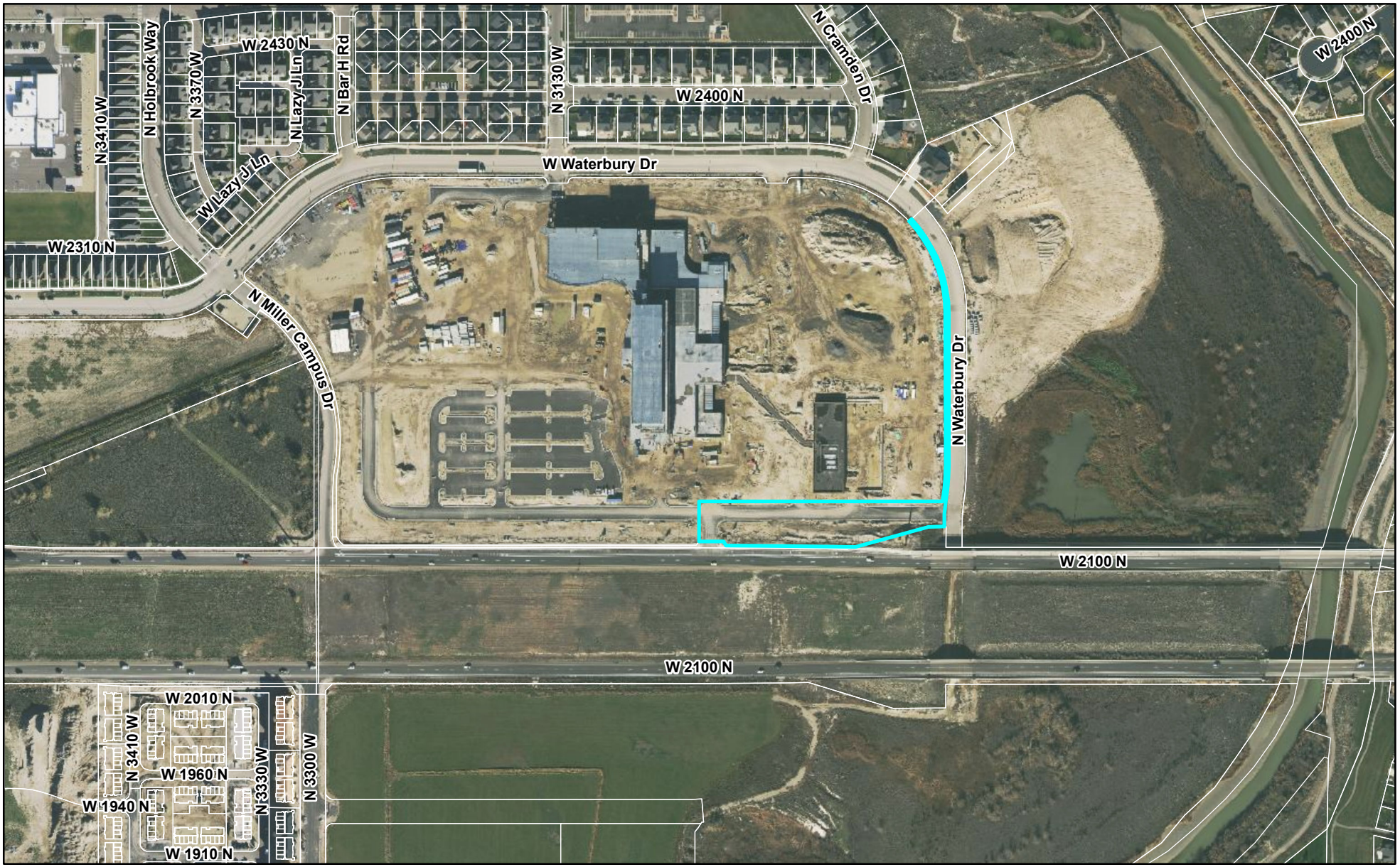


(Depiction of Sign)



IHC Primary Children's Monument Sign

Aerial Map

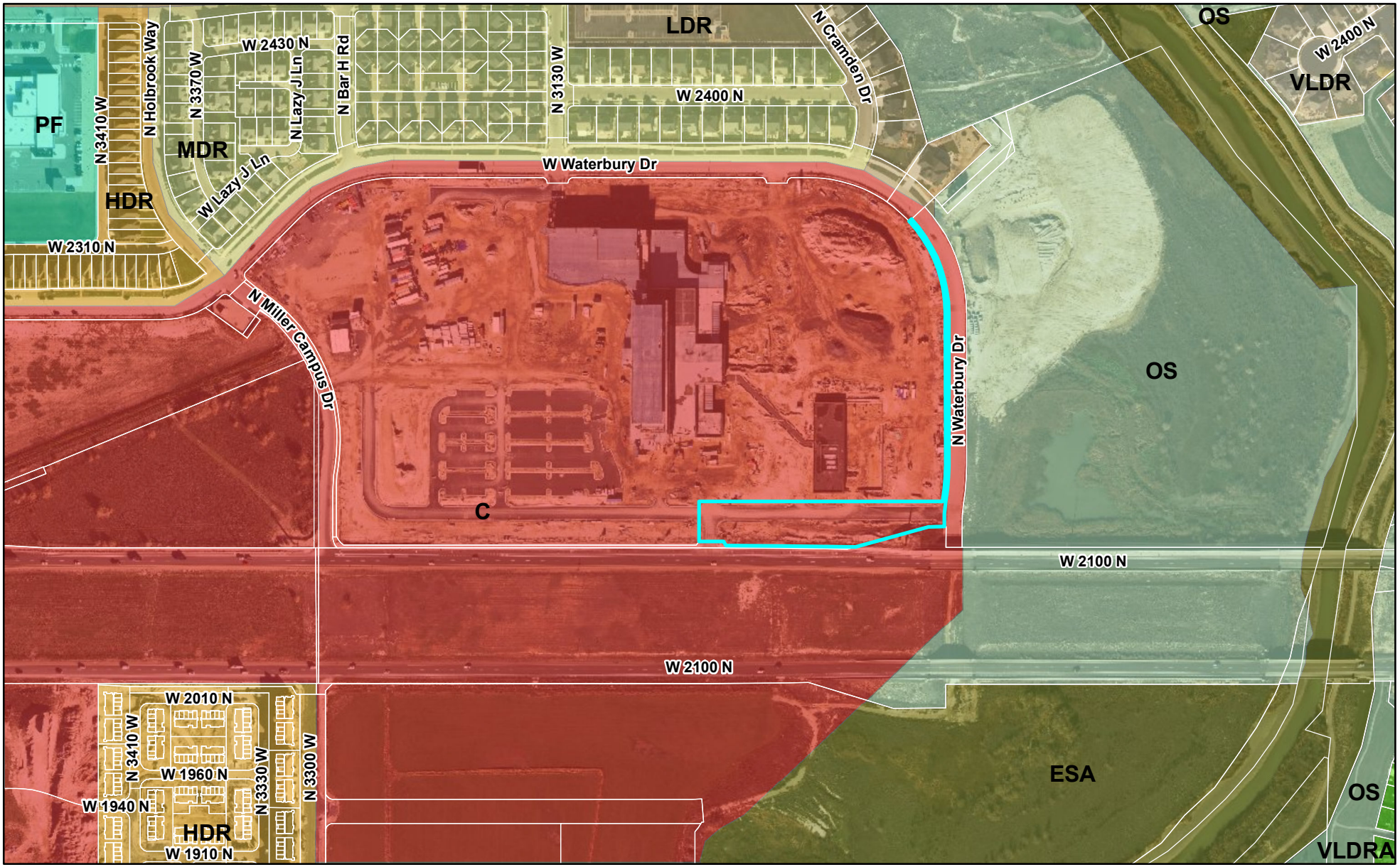


0 440 880 Feet

LEHI CITY

IHC Primary Children's Monument Sign

General Plan Map

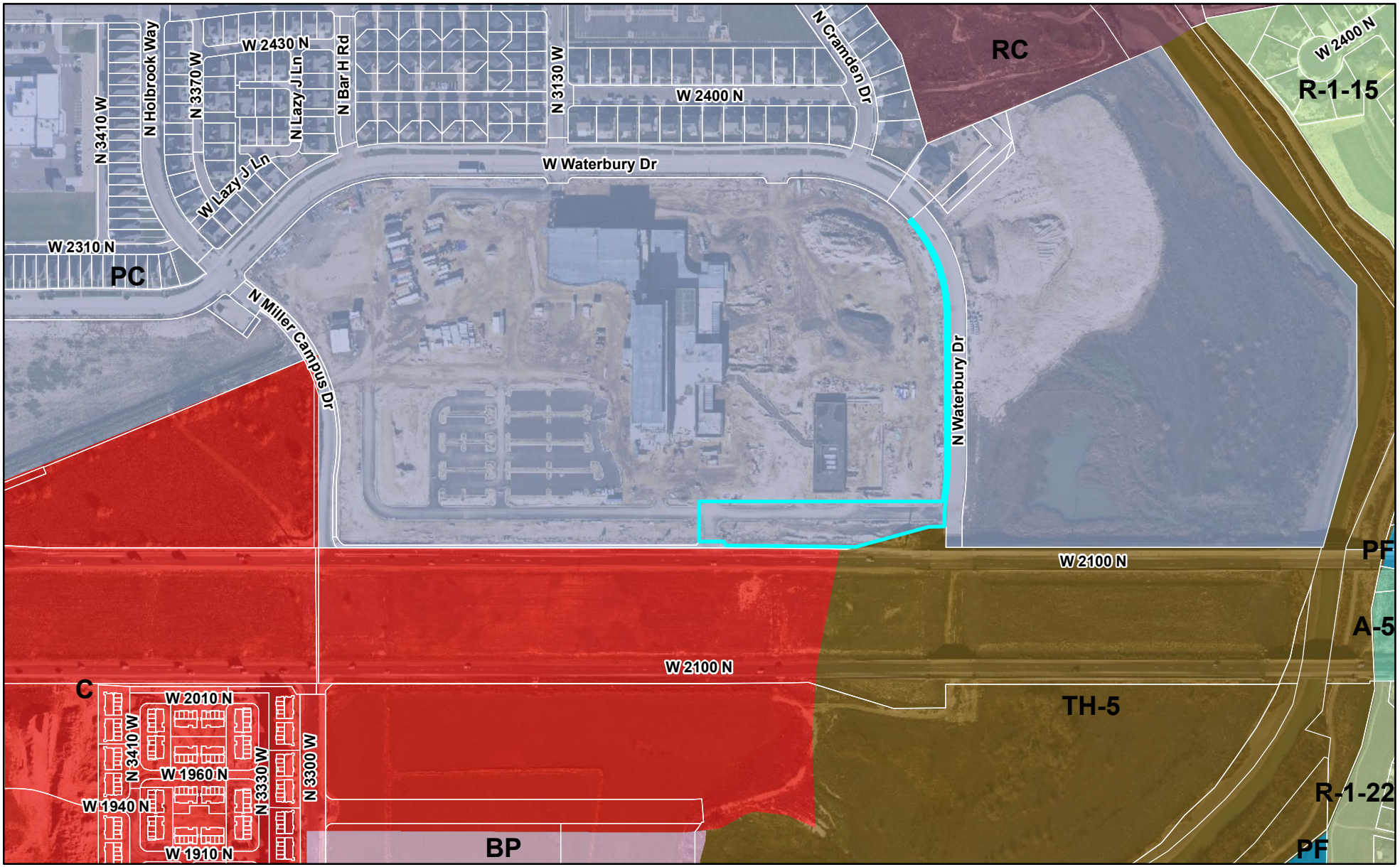


0 440 880 Feet

LEHI CITY

IHC Primary Children's Monument Sign

Zoning Map



0 440 880 Feet

LEHI CITY

Agenda Item No: 24

City Council Agenda Item Report

Meeting Date: December 12, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-85 appointing members to the Lehi City Planning Commission.

Suggested Action:

Attachments:

Res 2023-85.docx

LEHI CITY

RESOLUTION NO. 2023-85

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING PLANNING COMMISSIONERS TO THE LEHI PLANNING COMMISSION

WHEREAS, the Lehi Development Code Chapter 3, Section 3.03 outlines the qualification for membership, terms and vacancies for the Lehi Planning Commission; and

WHEREAS, Commissioner Heather Newall was elected to the Lehi City Council effective January 1, 2024 leaving a vacancy; and

WHEREAS, the term of Scott Bunker expires on December 31, 2023 leaving a vacancy; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Lehi Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint Nicole Kunze as a Planning Commissioner beginning January 1, 2024, to fill the unexpired term of Commissioner Heather Newall which will expire on December 31, 2024.

2. Appoint Alternate Commissioner Emily Lockhart to the Planning Commission. Ms. Lockhart's term shall begin on January 1, 2024 and will expire December 31, 2026.

3. Appoint Kenneth Roberts as an Alternate Commission whose term will begin January 1, 2024 at expire December 2026.

4. The provisions of this resolution shall take effect on January 1, 2024.

PASSED and APPROVED this 12th day of December, 2023

Lehi City Corporation

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder