SPRINGVILLE CITY COUNCIL AGENDA
TUESDAY, OCTOBER 07, 2025
110 South Main Street
Springville, Utah 84663

AMENDED 1:15 P.M. OCTOBER 06, 2025

NO FORMAL ACTIONS ARE TAKEN IN A WORK SESSION

5:30 P.M. – WORK MEETING – MULTI-PURPOSE ROOM

CALL TO ORDER

COUNCIL BUSINESS

1. Calendar
    - Oct 21, 2025 – Work Meeting 5:30 p.m., Regular Meeting 7:00 p.m.
    - Oct 31, 2025 – Annual City Downtown Trick or Treat 3:00 p.m. to 5:00 p.m.
    - Nov 02, 2025 – Daylight Savings Ends
    - Nov 04, 2025 – Municipal General Election

2. **REVIEW OF THE 7:00 P.M. REGULAR COUNCIL MEETING AGENDA ITEMS**
    a) Invocation – Councilmember Millsap
    b) Pledge of Allegiance – Councilmember Jensen
    c) Consent Agenda
        1. Approval of the minutes for the work meeting and regular meeting held on September 16, 2025
        2. Approval of a Resolution authorizing the Fremont Solar PPA project transaction schedule under the master firm power supply agreement with Utah Associated Municipal Power Systems; and related matters – Jason Miller, Power Director

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**
    ~~a) Presentation regarding the Fremont Combined Solar and Battery Project – Jason Miller, Power Director~~
    b) Discussion regarding the 620 South Canyon Road project – Chris Wilson – City Engineer
    c) Public Art Update – Emily Larsen, Museum of Art Director

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT

CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

SPRINGVILLE CITY COUNCIL AGENDA
TUESDAY, OCTOBER 07, 2025
110 South Main Street
Springville, Utah 84663

AMENDED 1:15 P.M. OCTOBER 06, 2025

7:00 P.M. COUNCIL MEETING – CITY COUNCIL ROOM

CALL TO OR
INVOCATION
PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS

PUBLIC COMMENT – Audience members may bring any item, not on the agenda, to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the mayor's discretion. State Law prohibits the Council from acting on items that do not appear on the agenda.

CONSENT AGENDA - The Consent Agenda consists of items previously discussed or that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The agenda provides an opportunity for public comment. If, after the public comment, the Council removes an item from the consent agenda for discussion, the item will keep its agenda number. It will be added to the regular agenda for discussion unless otherwise specified by the Council.

1. Approval of the minutes for the work meeting and regular meeting held on September 16, 2025
2. ~~Approval of a Resolution authorizing the Fremont Solar PPA project transaction schedule under the master firm power supply agreement with Utah Associated Municipal Power Systems; and related matters – Jason Miller, Power Director~~

REGULAR AGENDA

3. Consideration of a Resolution approving the purchase of the old seminary building located at 415 South 200 East, Springville, Utah – John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

ADJOURNMENT - CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION
The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

CERTIFICATE OF POSTING - THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE – POSTED 10/03/2025
In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please get in touch with the City Recorder at (801) 489-2700 at least three business days prior to the meeting.
Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone or other electronic means, and the meeting will be conducted pursuant to Springville City Municipal Code 2-4-102(4) regarding electronic meetings.
s/s - Kim Crane, MMC, City Recorder

MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 16, 2025, AT 5:30 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Presiding and Conducting: Mayor Matt Packard Excused

Elected Officials in Attendance: Craig Jensen
Logan Millsap
Jake Smith
Mike Snelson
Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administration Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Safety Director Lance Haight, City Engineer Chris Wilson, and Assistant City Attorney Chris Creer

Motion: Councilmember Jensen moved to appoint Councilmember Snelson as Mayor Pro Tem for this evening's meetings. **Councilmember Smith seconded** the motion. **Vote Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

CALL TO ORDER – Mayor Pro Tem Snelson welcomed everyone and called the Work/Study meeting to order at 5:33 p.m.

COUNCIL BUSINESS

1. Calendar
    - Sep 19, 2025 – Springville Annual Arts Festival
    - Oct 07, 2025 – Work/Study Meeting 5:30 P.M., Regular Meeting 7:00 p.m.
    - Oct 31, 2025 – Annual City Downtown Trick or Treat 3:00 p.m. to 5:00 p.m.

Mayor Pro Tem Snelson asked if there was any discussion about the upcoming calendar. There was none. Councilmember Jensen asked to be excused for the October 07, 2025, Council meetings.

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**
    a) Invocation – Councilmember Wright
    b) Pledge of Allegiance – Councilmember Smith

c) Consent Agenda
   1. Approval of the minutes for the work and regular meetings on September 02, 2025
   2. Approval of the disposal or sale of unclaimed property from the Springville Police Department – Lance Haight, Public Safety Director

Mayor Pro Tem Snelson asked if there was any discussion on the consent agenda. There was none.

3. **WORK MEETING DISCUSSIONS/PRESENTATIONS**

a) **Discussion regarding Accessory Dwelling Units (ADU) – Josh Yost, Community Development Director**

Director Yost reported on Accessory Dwelling Units (ADUs), noting that 54 permits had been issued since 2020. He reviewed current setback regulations for accessory buildings and explained that some setbacks could be challenging due to building footprints. He recommended evaluating specific setbacks for Detached Accessory Dwelling Units (DADUs), including a minimum setback of five feet with a two-foot encroachment allowance. He also suggested reviewing height requirements, either by increasing the maximum height or tying it to the height of the primary structure.

Councilmember Wright asked whether ADUs would count toward moderate-income housing. Director Yost responded that state regulations had been reduced to allow ADUs in townhomes and twin homes.

Mayor Pro Tem Snelson requested a more detailed discussion on maximum height standards for ADUs. Administrator Fitzgerald stated that discussions were underway regarding state housing plans and that they would wait to see if any new requirements were mandated.

b) **Presentation on Communities that Care partnership – Dan Mickelson, Library Director**

Library Director Mickelson reported that the library had recently taken on responsibility for the community wellness program and introduced Coordinator Jessica Maxwell to provide an overview.

Jessica explained that the program would continue partnering with public safety on the drug take-back event, Mayor Youth Awards, and other city programs. It would also participate in outreach and partnerships with Utah County and surrounding communities. She stated that they hoped to collaborate with Utah County on the Communities that Care program and planned to engage with city departments and community partners. She noted that funding from the Utah County Health Department would support and enhance initiatives such as the Youth City Council, peer training, parenting workshops, and QPR suicide prevention training. She also reported that a resolution for approval of the program would be presented to the council later that evening.

Councilmember Smith asked about expected outcomes. Jessica responded that sharps survey data would help identify risk factors and that they planned to implement the Parents Empowered program. She added that she conducts outreach to schools and community programs at the library, while others would reach out to homeschool students.

c) **Presentation from the Administration Department – Patrick Monney, Director of Administration**

Director Monney reported that Human Resources would be partnering with BYU to expand mental health programming for city employees. He then reviewed accomplishments for 2025, noting that 100% of meeting minutes had been recorded and posted, and 98% of GRAMA requests were managed within 10 days. He highlighted work on employee turnover and the preparation of a compensation study for FY 2026. He also reviewed media engagement on Facebook and Instagram.

He reported that passport and photo revenues were slightly lower than the previous year, though July revenues exceeded last year's figures. Fingerprint and notary revenues were also slightly down. He noted that the courts were successfully reducing their backlog and provided information on small claims and court hearings.

Director Monney discussed the historical preservation program, which had a budget of $15,000. He explained that the owner of an old cabin had requested $14,000 for its purchase, but the city had offered $4,000, and no agreement was reached. A meeting with the Springville Historical Society suggested entering into an MOU or similar agreement with the society and using funds to inventory current assets to better understand their value and future direction.

Mayor Pro Tem Snelson asked about the board of the historical society. Director Monney responded that the board currently included original board member Helen Beardall as a volunteer, along with Lee Taylor, Daryl Tucker, and Floyd Miner. Mayor Pro Tem Snelson expressed that he valued their contributions and would hate to lose any of them. The council, by consensus, agreed to move forward with gathering more information.

d) **Museum of Art Update – Emily Larsen, Museum of Art Director**

Director Larsen reported on the updated Museum vision and values, reviewing the governance and structure between the Museum of Art and the Art Association. She explained that the current goal aligns with the mission and values and expressed a desire to maintain momentum by implementing updated best practices and the revised mission statement. The council agreed with the update.

Director Larsen then provided an update on the Festival Street project. She noted that they were seeking a new name for the area and shared a diagram showing parking and design inspiration. She announced an upcoming question-and-answer meeting at the Senior Center. She reviewed plans for a mural on the road, with the project potentially beginning over fall break on October 16-17. An artist would oversee the project, and options were still being explored. She added that volunteers would be recruited to assist.

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Pro Tem Snelson asked if there was any further discussion.

Councilmember Millsap asked about the guidelines for public statements, noting that a citizen had approached him regarding a city comment. Director Monney explained that he prepares public statements in his role as the Public Information Officer.

ADJOURNMENT CLOSED SESSION IF NEEDED – TO BE ANNOUNCED IN MOTION

The Springville City Council may temporarily recess the meeting and convene in a closed session as provided by UCA 52-4-205.

Motion: Councilmember Smith moved to adjourn the work meeting at 6:55 p.m. **Councilmember Wright seconded** the motion. **Vote Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0**

This document constitutes the official minutes for the Springville City Council Work/Study Meeting held on Tuesday, September 02, 2025

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, September 16, 2025.

DATE APPROVED: ______________________ ______________________________

Kim Crane
City Recorder

MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 16, 2025, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET, SPRINGVILLE, UTAH.

Councilmember Snelson was appointed Mayor Pro Tem for this evening's meetings during the work meeting.

Presiding and Conducting:	Mayor Matt Packard Excused
Elected Officials in Attendance:	Craig Jensen Logan Millsap Jake Smith Mike Snelson Mindi Wright

City Staff in Attendance: City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod **arrived at 7:20 p.m.**, Assistant City Administrator/Finance Director Bruce Riddle, City Recorder Kim Crane, Community Development Director Josh Yost, Director of Administration Patrick Monney, Internal Services Director Scott Sensanbaugher, Library Director Dan Mickelson, Museum of Art Director Emily Larsen, Parks and Recreation Director Stacey Child, Power Director Jason Miller, Public Safety Director Lance Haight, City Engineer Chris Wilson, and Assistant City Attorney Chris Creer

CALL TO ORDER

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

INVOCATION AND PLEDGE

Councilmember Wright offered the invocation, and Councilmember Smith led the Pledge of Allegiance.

APPROVAL OF THE MEETING'S AGENDA

Motion: Councilmember Jensen moved to approve the agenda as written. **Councilmember Millsap seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0.**

MAYORS COMMENTS

Mayor Pro Tem Snelson welcomed the Council, staff, and those in attendance.

PUBLIC COMMENT

Mayor Pro Tem Snelson introduced the Public Comment section of the agenda and inquired if there were any written requests to speak.

Dane Uriona reported that his family lives just below Canyon Road, and his kids attend schools in the area. He has been very invested in a safe pedestrian crossing at 620 South Canyon Road. He is hoping to be able to help with plans going forward. He is grateful for the reduced speed limit, the narrowing of the crossing, and feels there is more mitigation needed for safety. Neighbors have met with Public Works Director Brad Stapely. As a neighborhood, they think it would be feasible and keep traffic flowing to have a Hawk signal installed at the crossing. When the traffic light is installed on 400 South, traffic patterns will change. They feel it will increase safety and serve the community the best. They have approximately 80 signatures from neighbors and submitted it to the city recorder. He expressed that they are very passionate and feel it will meet the needs of the community.

Tyler Reymond is a licensed civil engineer and lives in the area of 620 South Canyon Road. He has reviewed the design drawing. His elementary kids will use the crossings to go to school. He was concerned about road safety. He provided a drawing of the intersection, with cars traveling in five different directions, compounding the visual and crosswalk. A solution would be a Hawk signal. Other cities in Utah and other states have them. The estimated cost would be $80,000 before change orders, and it would provide extra safety.

Jillian Manes lives in the area of 620 South Canyon Road and wanted to add support for the Hawk light as a safe option for children and all pedestrians. It would provide safe crossings, and traffic flow would be unimpeded. It would be a great solution to have it implemented in the current road project.

Mayor Pro Tem Snelson thanked the citizens for their comments and appreciated that they provided solutions that staff can go to work on.

CONSENT AGENDA

1. Approval of the minutes for the work and regular meetings on September 02, 2025
2. Approval of the disposal or sale of unclaimed property from the Springville Police Department – Lance Haight, Public Safety Director

Motion: Councilmember Jensen moved to approve the consent agenda as written. **Councilmember Smith seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0.**

PUBLIC HEARING AGENDA

3. **Public Hearing for consideration of a Resolution and amendment to the Springville City FY2025-2026 Budget – Bruce Riddle, Assistant City Administrator/Finance Director**

Director Riddle reported that, in response to new developments and after reviewing the various fund budgets, the following budget amendments were being recommended for the General Fund, Capital Improvement Fund, Streets Fund, Water Fund, and Sewer Fund budgets.

Councilmember Wright wanted to confirm this would be the last of the amendments for funding of the Master Plans. Director Riddle said as long as there were no unforeseen events.

Mayor Pro Tem Snelson opened the public hearing. There were no comments.

Motion: Councilmember Jensen moved to close the public hearing. **Councilmember Millsap seconded the motion**. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed unanimously, 5-0.**

Motion: Councilmember Jensen moved to approve **Resolution #2025-32** to open and amend the General Fund, Capital Improvement Fund, Streets Fund, Water Fund, and Sewer Fund budgets for operating and capital expenses applying to the Fiscal Year ending June 30, 2026, as outlined in Exhibit A. **Councilmember Smith seconded** the motion. **Roll Call Vote Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion **Passed Unanimously, 5-0, Resolution #2025-32 Adopted.**

REGULAR AGENDA

4. **Consideration of a Resolution and Agreement with the Utah County Health Department and a Communities that Care partnership – Dan Mickelson, Library Director**

Director Mickelson reported that the Springville City Library and the Utah County Health Department desire to partner in implementing the Communities That Care (CTC) prevention model to address youth substance misuse and related problem behaviors. The agreement provides $25,000 in County funding, with a $10,000 City match, to support coalition development activities. Approval of this resolution will formalize the partnership and funding arrangements for FY2026.

Councilmember Jensen expressed appreciation for Coordinator Jessica Maxwell for her dedication to the program.

Motion: Councilmember Wright moved to approve **Resolution #2025-33,** authorizing the Mayor to execute an Interlocal Cooperation Agreement between Utah County and Springville City Library to implement the Communities That Care (CTC) model for FY26. And director Dan Mickelson may also sign. **Councilmember Millsap seconded** the motion. **Roll Call Vote Yes**: Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. The motion Passed Unanimously, 5-0. **Resolution #2025-33 Adopted**

MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

Mayor Pro Tem Snelson asked for any further discussion.

Attorney Penrod reported on the opioid settlement, noting that other cities were joining claims against Purdue Pharmaceuticals and other smaller companies. He stated that he would need to sign and sought the council's consensus, and the council agreed to move forward.

Director Yost reported on a proposal to relocate a Reagan Billboard from 1400 North at Car Corral to Main Street at approximately 621 West. Attorney Penrod explained state law regarding billboard relocations. Director Yost noted that spacing along I-15 was limited, described the dimensions of the proposed sign, and mentioned that a similar sign exists on North Main. He explained the requirements for the proposed location between 650 South Main, Main Street, and Highway 89, and noted that staff did not recommend this location.

Administrator Fitzgerald stated that Mayor Packard wished to hold a mid-year retreat and proposed November 11, 2025, which coincides with an elected city holiday. The council indicated that November 11 was acceptable.

CLOSED SESSION, AND ADJOURNMENT IF NEEDED – TO BE ANNOUNCED IN MOTION

The Springville City Council may adjourn the regular meeting and convene into a closed session as provided by UCA 52-4-205.

ADJOURNMENT

Motion: **Councilmember Jensen moved** to adjourn the meeting at 7:46 p.m. and go into a closed meeting regarding property. **Councilmember Smith seconded** the motion. **Voting Yes:** Councilmember Jensen, Councilmember Millsap, Councilmember Smith, Councilmember Snelson, and Councilmember Wright. **The motion Passed Unanimously, 5-0.**

This document constitutes the official minutes for the Springville City Council Regular Meeting held on Tuesday, September 16, 2025.

I, Kim Crane, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville City, Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true, accurate, and complete record of this meeting held on Tuesday, September 02, 2025.

DATE APPROVED: ______________________ ______________________________

Kim Crane
City Recorder

STAFF REPORT

DATE: October 2, 2025

TO: Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING THE PURCHASE OF THE OLD SEMINARY BUILDING LOCATED AT 415 SOUTH 200 EAST, SPRINGVILLE, UTAH.**

Recommended Motion: Motion to approve Resolution No. __ that authorizes Springville City to enter into a Purchase and Sale Agreement with The Church of Jesus Christ of Latter-day Saints, wherein the City would purchase the old seminary building located at 415 South 200 East in Springville, Utah.

Executive Summary: The Springville Museum of Art is working on a long-term campus plan for museum facilities. The old seminary building would fit nicely into the Museum's campus, whether for future office space, storage, art classes, or other similar uses. Under the agreement, the City would purchase the building and the 0.12-acre lot for $400,000.

Focus of Action: The focus of action is to consider whether entering into an agreement to purchase the old seminary building and property is in the best interests of Springville.

Background: As part of long-term facilities planning, the Museum has had interest in purchasing the old seminary building to utilize for offices, storage, and museum purposes. Emily Larsen, the Museum Director, has done a great job negotiating with the Church to purchase the old seminary building. One of the Church's and the Museum's desires is to keep the old seminary building as part of the original SHS campus, which included the Museum. (The City already currently owns and utilizes the old SHS shop building immediately south of the old seminary building.)

Here are pertinent details regarding the purchase and sale agreement:

<u>Property</u> – The old seminary building is approximately 3,384 square feet in size and is located on 0.12 acres of property. The building was built in 1928 and has served as a high school seminary and family history center.

Purchase Price – The purchase price is $400,000, with a $10,000 earnest money due within three business days of signing the agreement. The $10,000 will go towards the purchase price at closing or will be returned to the City should the City decide not to purchase the building during the due diligence period.

Due Diligence – The due diligence period is 30 days. During that time, the staff plans to inspect all building systems and property issues. The building is a 1928 building, so there is certain to be issues with the building.

One issue that staff is currently working on is the legal description of the property. For some reason, the legal description does not match the property's historical boundaries. Staff will work to have the boundary issue resolved by the end of the due diligence period.

Intended Uses – The agreement lists the intended use to be for the Museum and associated uses. However, nothing in the agreement requires the City to use the building for the Museum.

Easement – The agreement requires the City to enter into a preservation agreement to maintain the outside of the building.

Alternatives: The City Council could choose not to purchase the old seminary building.

Fiscal Impact: The purchase price of $400,000 and the future maintenance of the building.

Attachments: Resolution

RESOLUTION #2025-___

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TO PURCHASE THE OLD SHS SEMINARY BUILDING LOCATED AT 415 SOUTH 200 EAST IN SPRINGVILLE UTAH.

WHEREAS, Springville City has negotiated the attached Purchase and Sale Agreement to purchase the old seminary building located at 415 South 200 East in Springville, Utah (the "Agreement"); and

WHEREAS, after considering the Agreement in a properly noticed public meeting, the Springville City Council finds that the Agreement is in the best interests of Springville City and promotes the health, morality, peace, good order, and prosperity of Springville City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

SECTION 1. Approval. The Agreement, substantially in the form attached as Exhibit A, is approved and shall be executed by Springville City. Mayor Matt Packard is authorized to execute all documents required to be executed under the Agreement and as part of the transaction.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon its approval and execution.

PASSED AND APPROVED this ____ day of October, 2025.

____
Matt Packard, Mayor

Attest:

____
Kim Crane, City Recorder

EXHIBIT A

Purchase and Sale Agreement with the Church of Jesus Christ Of Latter-Day Saints
415 South 200 East

SUMMARY OF
PURCHASE AND SALE AGREEMENT
PN: 505-1673

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below).

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, successor by merger to Kolob Stake of The Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Steven Wallis Email: Steven.Wallis@churchofjesuschrist.org
"Seller Representative":	Steven Wallis
"Buyer":	**SPRINGVILLE CITY**, a Utah municipal corporation
"Buyer Address":	126 E. 400 S. Springville, UT 84663 Attn: Emily Larsen and John Penrod Email: Elarsen@springville.org; JPenrod@springville.org
"Buyer Representative":	Emily Larsen and John Penrod
"Real Property":	Acreage: ~ 0.12 acres Address: 415 S. 200 E. City/State/Zip: Springville, UT 84663 County: Utah Tax Parcel No: 23-042-0037 Legal Description and Depiction: See **Exhibit A**.
"Escrow Agent":	Fidelity National Title NCS Utah 170 S. Main St., Suite 1075 Salt Lake City, Utah 84101 Attn: Hillary Morgan Email: hillary.morgan@fnf.com
"Seller Broker":	**Transaction Contact**: CBRE, Inc., 222 S. Main St., 4th Floor, Salt Lake City, UT 84101, Attn: Judd Tidwell Email: judd.tidwell@CBRE.com
"Buyer Broker":	None
"Purchase Price":	$400,000.00
"Earnest Money":	$10,000.00
Key Dates:	
"Feasibility Period":	From the Effective Date until 5:00 p.m. (Utah time), on the date which is 30 days after the Effective Date.
"Closing Date":	The date which is 30 days after the Feasibility Period expires.
"Intended Use":	Buyer's intended use of the Property as:

	Art Museum and associated Art Museum uses, such as office space for museum employees.
Entitlements:	The following Sections will apply and be binding on the parties only if checked (if not checked, then such Section will **not** apply):
	☐ **Section 7** and **Section 9.1.4** (Entitlements)
	The following actions will be considered "**Entitlements**":
	☐ Rezoning of the Property.
	☐ Obtaining a Conditional Use Permit for the Intended Use.
Additional Provisions:	The following subsections, romanettes, and exhibits will apply and be binding on the parties only if checked (if **not** checked, then such subsections, romanettes, and exhibits will **not** apply):
	☒ **Section 15.1** (Decommissioning)
	☐ **Section 15.2(i)** and **Exhibit 15.2(i)** (Mineral Reservation)
	☐ **Section 15.2(ii)** and **Exhibit 15.2(ii)** (Use Restriction)
	☒ **Section 15.2(iii)** and **Exhibit 15.2(iii)** (Asbestos)
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Inspections	100%	0%	☐
2.	Survey	100%	0%	☐
3.	Deed preparation & recording fees	0%	100%	☐
4.	Phase I report	100%	0%	☐
5.	Standard owner's title policy	0%	100%	☐
6.	Extended coverage & title endorsements	100%	0%	☐
7.	Transfer taxes	100%	0%	☐
8.	Rollback taxes	100%	0%	☐
9.	Seller's broker commission	0%	100%	☐
10.	Buyer's broker commission	0%	0%	☒
11.	Escrow charges & fees	50%	50%	☐

"**Buyer Relationship Disclosure**":	Check the box that applies:
	☒ Buyer **does not** have a personal, business or other relationship with Seller and its affiliates, other than the sale of the Property; or
	☐ Buyer **does** have a personal, business or other relationship with Seller or its affiliates, other than the sale of the Property, which is:
	☐ a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints, where the Property is located;
	☐ an employee of Seller or its affiliates;
	☐ a relative of an employee of Seller or its affiliates; and/or
	☐ a hired agent of Seller or its affiliates.

Buyer's Initials: _______________ **Seller's Initials:** _______________

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made effective as of the Effective Date by **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, successor by merger to Kolob Stake of The Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole ("**Seller**"), and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Buyer**").

RECITALS

A. This Agreement concerns the Property located in the county and state set forth in the Term Summary and as more fully described below.

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property on the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement (including the Term Summary and **Schedule 1**).

2. Purchase Agreement. Subject to this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, the Property.

3. Purchase Price. The Purchase Price will be due and payable as follows:

3.1. **Earnest Money**. Buyer will deposit the Earnest Money with Escrow Agent no later than three (3) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

3.2. **Balance of Purchase Price**. Buyer will pay the Purchase Price, less the Earnest Money, to Seller at Closing, subject to the prorations, credits, and adjustments in this Agreement.

4. Disposition of Earnest Money. Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

4.1. **Distribution to Buyer**. If the Purchase and Sale Transaction is not consummated due to (i) the timely termination of this Agreement pursuant to a termination right that provides that Buyer is to receive the Earnest Money, or (ii) the termination of this Agreement by Buyer pursuant to **Section 14.2** due to a Seller Default, then the Earnest Money will be returned to Buyer, less $100.00 of independent consideration which will be disbursed to Seller.

4.2. **Distribution to Seller**. If the Purchase and Sale Transaction is not consummated due to (i) the termination of this Agreement by Seller due to a Buyer Default, or (ii) any termination of this Agreement by any party for any reason other than as expressly set forth in **Section 4.1**, then the Earnest Money will be disbursed to Seller.

4.3. **Application**. If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

5. Feasibility Period.

5.1. **Feasibility Review**. Seller hereby issues to Buyer and Buyer's Consultants a nonexclusive license to enter the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property, seek and secure desired financing, and determine whether to acquire the Property ("**Feasibility Review**") during the Feasibility Period. Notwithstanding the foregoing, Buyer will not perform testing (i) that is invasive or intrusive or (ii) that could alter the physical condition of the Property (including any Phase II environmental site assessment) without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Buyer will give Seller two (2) Business Days' notice before entering the Real Property, Buyer will minimize any inconvenience or disturbance to tenants and occupants of the Property, and Buyer will not enter the Property on Sundays without the prior written consent of Seller. Seller will have the right to have a representative accompany Buyer and Buyer's Consultants during any entry onto the Property.

5.1.1. **Repair**. Buyer will immediately repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to the same or better condition that existed before such entry upon or testing of the Property.

5.1.2. **Indemnity**. Buyer will indemnify, defend, save and hold Seller harmless from any losses, costs, expenses, damages, injuries, deaths, causes of action, liens, penalties, fines, and liabilities of any kind whatsoever (including reasonable attorneys' fees and costs) ("**Losses**") caused by, or related to, the acts or omissions of Buyer and Buyer's Consultants relating to the Property or the Feasibility Review; provided, that such indemnification will not apply to the mere discovery by Buyer of any preexisting condition to the Property as a result of testing permitted under this Agreement (but such indemnification will apply to the extent Buyer or Buyer's Consultants exacerbates a preexisting condition). The obligations of Buyer in this **Section 5.1.2** will survive the termination or Closing of this Agreement.

5.1.3. **Insurance**. Buyer will obtain a Commercial General Liability Insurance Policy with a limit of not less than $1,000,000.00 each occurrence, covering the activities of Buyer and Buyer's Consultants while on the Real Property, and naming Seller as an additional insured, which policy will be non-cancelable without thirty (30) days' prior written notice to Seller. A certificate evidencing such insurance and Seller as an additional insured will be delivered to Seller prior to Buyer or Buyer's Consultants entry onto the Real Property.

5.1.4. **Termination**. Buyer may terminate this Agreement for any or no reason before the Feasibility Period expires by giving Seller written notice of termination ("**Termination Notice**"), whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If Buyer does not timely terminate this Agreement before the Feasibility Period expires, then: (i) Buyer will be deemed to have waived its right to terminate under this **Section 5.1.4** and approved the condition of the Property in all respects (subject to the satisfaction of the terms of this Agreement); (ii) the Earnest Money will be deemed nonrefundable to Buyer, subject to **Section 4.1**; and (iii) Buyer and Seller will continue to consummate the Purchase and Sale Transaction subject to the terms of this Agreement.

5.2. **Inspection Materials**.

5.2.1. **Delivery**. Within a reasonable period after the Opening of Escrow, Seller will make available the following materials to Buyer to the extent within Seller's possession or control ("**Inspection Materials**"): (i) the most recent survey of the Real Property, if any; and (ii) a title commitment from the Escrow Agent committing to issue a standard owner's policy of title insurance for the Real Property, together with copies of all recorded instruments referred to as exceptions of coverage to such report ("**Title Report**"). In no event will Seller be required to provide to Buyer any materials or documentation that (i) contain attorney-work product or is attorney-client privileged, (ii) relates to other real property, or (iii) are appraisals or similar valuations of the Property. All Inspection Materials are furnished to Buyer "AS-IS" with no warranty or representations of any kind whatsoever from Seller.

5.2.2. **Return**. If this Agreement terminates, then Buyer will, no later than ten (10) days thereafter: (a) confirm in writing that Seller has destroyed all hard and electronic copies of Inspection Materials furnished to Buyer and, if requested by Seller, return copies of any such Inspection Materials; and (b) return copies of any third-party reports prepared for Buyer relating to the Property, provided that Buyer will not be required to provide to Seller any third-party reports that (i) contain attorney-work product, or are attorney-client privileged, (ii) relates to other real property not owned by Seller, or (iii) are appraisals or similar valuations of the Property. This **Section 5.2.2** will survive the termination of this Agreement.

6. Survey and Title Review.

6.1. **Survey**. Buyer may, at Buyer's expense, obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey will be certified to both Seller and Buyer.

6.2. **Title Review**. Buyer will have until the Feasibility Period expires to review any matters disclosed in the Title Report or the Survey. If Buyer does not approve the title condition of the Property, then Buyer may terminate this Agreement pursuant to **Section 5.1.4**. If Buyer does not timely terminate this Agreement pursuant to **Section 5.1.4**, then (i) all items, exceptions, and conditions shown on the Title Report and Survey will be deemed approved as Permitted Exceptions; and (ii) Buyer and Seller will continue to consummate the Purchase and Sale Transaction subject to this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller will cause the release or removal of any deeds of trust, mortgages or other monetary encumbrances created by, through or under Seller and recorded against the Property ("**Mandatory Cure Items**") and the same will not constitute Permitted Exceptions; provided, however, in no event will any monetary encumbrance created by, through or under Buyer be deemed a Mandatory Cure Item. If, following use of good faith efforts, Seller is unable to remove any Mandatory Cure Items on or before Closing, then Seller may extend the Closing Date for up to thirty (30) days to effectuate the removal or release of such Mandatory Cure Items.

6.3. **Title Policy**.

6.3.1. **Form of Policy**. At Closing, Escrow Agent will issue to Buyer a standard owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions ("**Title Policy**"). Buyer may obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request, provided that obtaining extended coverage or any endorsements will not be a condition to Closing.

6.3.2. **Primary Recourse**. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges that it is relying on the Title Policy for matters affecting title to the Property. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer will not assert any claim against Seller until all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 6.3.2** will survive the Closing and recording of the Deed.

7. Entitlements. Buyer, at its expense, will have (a) until the Feasibility Period expires to design and plan its development of the Property for the Intended Use, and (b) until the Closing Date to obtain necessary land use approvals to permit the Intended Use ("**Entitlement Approvals**"). In pursuing the Entitlement Approvals, Buyer will comply with the provisions of **Exhibit 7**, which include (i) a prohibition against any land use approval action or rezoning pursued by Buyer becoming final and binding on the Property before Closing, and (ii) Seller's right to review and approve any land use or rezoning applications before their submission to Government Authorities. The parties agree that Seller and Buyer shall execute the Historic Preservation Easement (defined below) as part of the Closing and that Buyer's intended use must comply with the terms of said agreement.

8. Closing.

8.1. **Time & Place**. Closing for the Purchase and Sale Transaction will take place in the offices of Escrow Agent, or its affiliate if required, on the Closing Date. Neither Seller nor Buyer will be required to physically attend the Closing in the offices of Escrow Agent.

8.2. **Seller's Deliverables**. At Closing, Seller will deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

8.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

8.2.2. **FIRPTA**. An affidavit on Seller's approved form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

8.2.3. **General Assignment**. A general assignment and bill of sale in the form of **Exhibit 8.2.3**, fully executed by Seller ("**General Assignment**").

8.2.4. **Settlement Statement**. A settlement statement signed by Seller that is reasonably acceptable to Seller and accurately reflects the payments, credits and prorations required herein.

8.2.5. **Historic Preservation Easement.** A historic preservation easement in the form of **Exhibit 8.2.5**, fully executed by Seller ("**Historic Preservation Easement**").

8.2.6. **Other Deliverables**. Such other funds, instruments, and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments, and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld).

8.3. **Buyer's Deliverables**. At the Closing, Buyer will deliver to Escrow Agent:

8.3.1. **Purchase Price**. The Purchase Price (less the Deposit), and any additional funds required by this Agreement for closing costs, prorations, and other fees and expenses related to the Closing.

8.3.2. **General Assignment**. The General Assignment, fully executed by Buyer.

8.3.3. **Settlement Statement**. A settlement statement signed by Buyer, which is reasonably acceptable to Buyer and accurately reflects the payments, credits, and prorations required herein.

8.3.4. **Historic Preservation Easement**. The Historic Preservation Easement is fully executed by Buyer.

8.3.5. **Other Deliverables**. Such other funds, instruments, and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments, and documents will be subject to Buyer's prior approval thereof, which approval will not be unreasonably withheld).

8.4. **Prorations & Closing Costs**.

8.4.1. **Allocation of Costs**. The parties will pay those expenses allocated to such party on the Transaction Expense Chart. Any other expenses not allocated in the Transaction Expense Chart will be paid in accordance with the local customs of the state, county, and municipality where the Property is located. Except as set forth in the Transaction Expense Chart, each party will bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation, and other activities relating to the Purchase and Sale Transaction.

8.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing and will be based on the most current real property tax bill available.

8.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity will be paid by Buyer.

8.5. **Possession**. Buyer will be entitled to possession of the Property at Closing.

8.6. **Governing Approvals**. CLOSING IS CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES BEFORE THE FEASIBILITY PERIOD EXPIRES ("**Governing Approvals**"). The foregoing condition is intended solely for the benefit of Seller and is a material inducement to Seller entering into this Agreement and consummating the Purchase and Sale Transaction. If Seller has not obtained the Governing Approvals before the Feasibility Period expires, then this Agreement will automatically terminate and the Earnest Money will be returned to Buyer.

9. Closing Conditions.

9.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 8.2** and Seller's material satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy**. Title Company is irrevocably committed to issue the Title Policy.

9.1.3. **Representations**. Seller's representations made in this Agreement are true and correct in all material respects.

9.1.4. **Entitlements**. Buyer has obtained the Entitlement Approvals, provided the condition in this **Section 9.1.4** will only apply if the applicable box in the Term Summary is checked.

9.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's material satisfaction of its obligations in this Agreement.

9.2.2. **Title Policy**. Title Company is irrevocably committed to issue the Title Policy.

9.2.3. **Representations**. Buyer's representations made in this Agreement are true and correct in all material respects.

9.2.4. **Governing Approvals**. Seller has obtained the Governing Approvals as more fully set forth in **Section 8.6**.

9.3. **Failure of Condition**.

9.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2**.

9.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 14.1**, including the right to receive the Earnest Money.

10. Representations.

10.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

10.1.1. **Organization & Standing**. Seller is duly formed, validly existing, and in good standing under the laws of the state of its formation. Subject to obtaining the Governing Approvals, Seller has full power and authority to enter into and perform this Agreement and all documents, instruments, and agreements entered into by Seller pursuant to this Agreement, and, subject to obtaining the Governing Approvals, to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments, and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement**. Subject to obtaining the Governing Approvals, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 10.1** will terminate concurrently with and not survive Closing.

10.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the Effective Date and again at Closing, represents to Seller that:

10.2.1. **Organization & Standing**. Buyer is duly formed, validly existing, and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments, and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments, and agreements have been or will be executed, by a duly authorized representative of Buyer.

10.2.2. **Binding Agreement**. This Agreement is binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 10.2** will terminate at and not survive the Closing.

11. As Is Purchase.

11.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property or the Inspection Materials. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; (vi) the fitness of the Property for any particular purpose (including the current or any future use thereof); or (vii) the completeness, adequacy, truthfulness, or accuracy of the Inspection Materials.

11.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

11.3. **General Release**. Upon the Close of Escrow, Buyer, on behalf of itself and its successors, assigns and representatives, does hereby release Seller, except as expressly set forth in the Deed, and Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer understands the significance of executing this Agreement and the general release of claims set forth above.

11.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 11** and, if applicable, **Section 15**, are each a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer the Property to Buyer without Buyer's express agreement to this **Section 11**. This **Section 11** will survive the Closing and the recording of the Deed.

12. Risk of Loss.

12.1. **Risk of Loss**. Except as set forth in this **Section 12**, the risk of loss of the Property will be on Seller until the Close of Escrow.

12.2. **Condemnation**. If a portion of the Property becomes the subject of condemnation proceedings, Seller will notify Buyer of such proceedings, and this Agreement will not terminate, but will remain in full force and effect. In such event, at Closing (i) Seller will pay to Buyer all condemnation awards or proceeds from any such proceedings or actions in lieu thereof received by Seller to the date of Closing; (ii) Seller will assign to Buyer all of Seller's rights to defend such proceedings or actions in lieu thereof; and (iii) Buyer will take the Property subject to any such proceedings. The Purchase Price will not be adjusted or reduced for any such proceedings or for any land taken by condemnation. As used herein, the phrase "becomes the subject of condemnation proceedings" means the service upon Seller of a formal notice of condemnation or an offer under the threat of condemnation by a governmental authority with the power of eminent domain, specifying that all or a portion of the Property is subject to such proceeding or action.

12.3. **Casualty**.

12.3.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event will Seller commit any waste of the Property.

12.3.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either party may terminate this Agreement by written notice to the other party given not more than ten (10) days after receipt of written notice of Seller's estimate of the valuation loss, which notice Seller will give no later than thirty (30) days after the casualty. If neither party terminates this Agreement pursuant to this **Section 12.3.2**, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

13. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as otherwise set forth in the Transaction Expense Chart, Buyer and Seller will each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

14. Remedies & Termination.

14.1. **Seller's Remedies**. If Buyer defaults in any of its covenants or other obligations in this Agreement ("**Buyer Default**"), then Seller will give Buyer written notice of such default and, thereafter, Buyer will have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

14.2. **Buyer's Remedies**. If Seller defaults in any of its covenants or other obligations in this Agreement ("**Seller Default**"), then Buyer will give Seller written notice of such Seller Default and thereafter Seller will have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; (ii) terminate this Agreement in accordance with **Section 14.3** below, whereupon the Earnest Money will be returned to Buyer; or (iii) bring an appropriate action for specific performance of this Agreement no later than thirty (30) days of such Seller Default. All rights and remedies contained in this **Section 14.2** will be non-cumulative and exclusive. In no event will Buyer be entitled to any punitive, special, or consequential damages of any kind.

14.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party will deliver notice of such termination to the other party and Escrow Agent (provided, any failure to deliver notice to Escrow Agent will not invalidate such termination notice). Upon receipt of notice delivered pursuant to the immediately preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4** and return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties will have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer will each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party will pay such fees and costs.

15. Meetinghouse & Adjacent Property.

15.1. **Decommissioning**. If the applicable box is checked in the Term Summary, Buyer acknowledges that Seller has certain protocols for decommissioning any Meetinghouse Structure. Before Closing, Seller may decommission any Meetinghouse Structure located on the Real Property in accordance with Seller's protocols and standards, which decommissioning may include removing or modifying religious iconography, signage, steeple improvements, and baptismal font. Buyer acknowledges that Seller may decommission the Meetinghouse Structure before Closing, and the changes to the Property that result therefrom is permitted under this Agreement.

15.2. **Reservations & Restrictions**. To the extent the applicable boxes are checked in the Term Summary, Seller may, in its sole discretion, include in the Deed, and Buyer acknowledges that such reservations, restrictions, and acknowledgments and covenants will be binding on the Property and Buyer notwithstanding any failure to include the following in the Deed: (i) the mineral rights reservation on **Exhibit 15.2(i)**; (ii) the use restrictions on **Exhibit 15.2(ii)**; and (iii) the asbestos acknowledgments and covenants on **Exhibit 15.2(iii)**. This **Section 15.2** will survive the Closing and the recording of the Deed.

16. Notices.

16.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer, as applicable, at the addresses in the Term Summary (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section). Copies of all notices given to Seller or Buyer will be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

16.2. **Timing**. Notice will be deemed given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

17. Miscellaneous.

17.1. **Entire Agreement**. This Agreement (including the Term Summary and the exhibits and schedules attached hereto) sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions, and understandings of the parties hereto as to the matters set forth herein. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

17.2. **Successors & Assigns**. Seller may assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer will not assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five (5) Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

17.5. **Defined Terms**. If there is a conflict or inconsistency in the meaning of the capitalized terms in the Term Summary and other provisions in this Agreement, the meaning set forth in the Term Summary will prevail.

17.6. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

17.7. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence, and such dates and periods will be strictly enforced.

17.8. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of construction that provides that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same. If there is any conflict or ambiguity between the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions expressed in this Agreement, which will be deemed to prevail and control.

17.9. **Interpretation**. Wherever the context requires in construing this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular. In calculating when a date occurs or a period begins and ends, the words "from" and "after" means "from and including," and the words "to" and "until" mean "to and including." Except as expressly stated otherwise, the words "hereof," "herein," "hereunder," and "hereby" refer to this Agreement in its entirety and not a particular provision. The words "including," "includes," and "include" are to be read as if they were followed by the phrase "without limitation." Except as expressly set forth in this Agreement, all references to a time of day are references to local time in Salt Lake City, Utah.

17.10. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

17.11. **Press Release**. The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors, and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party will instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 17.11**. Buyer will keep in strict confidences the Inspection Materials, the results of any Feasibility Review, and the existence of this Agreement and any negotiations between the parties, and Buyer will not disclose the same to any other party, other than disclosures to Buyer's Consultants to the extent necessary to allow Buyer to conduct its Feasibility Review and consummate the Purchase and Sale Transaction. This **Section 17.11** will survive any termination of this Agreement. This restriction does not apply to any legal procedures (such as notice or public meetings) that may be required for Buyer to complete the purchase or to the Buyer's obligation to comply with the Government Records Access and Management Act.

17.12. **Survival**. Only as specifically provided in this Agreement will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

17.13. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues, which is governed by the laws of the state where the Real Property is located.

17.14. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

17.15. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

17.16. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties will consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, successor by merger to Kolob Stake of the Church of Jesus Christ of Latter-Day Saints

By: ___________________________
Name: _________________________
Its: Authorized Agent
Date: _________________________

BUYER:

SPRINGVILLE MUSEUM OF ART,
a Utah nonprofit corporation

By: ___________________________
Name: _________________________
Its: ___________________________
Date: _________________________

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _________, 2025, and the Earnest Money, are accepted and the Escrow is opened this ____ day of ___________, 2025. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: ______________________________
Name: ______________________________
Its: ______________________________

LIST OF EXHIBITS

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday, or day on which banking institutions in Utah or the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 9.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, employees, agents, and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 14.1**.

1.7. **Buyer Representative** – Defined in the Term Summary.

1.8. **Cash** – United States currency represented by certified or cashier's check, wire transfer, or other readily available funds.

1.9. **Casualty Loss Value** – Defined in **Section 12.3.1**.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and submitting the Deed for recording.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer Representative; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement (except if Buyer Representative is the same person as Buyer).

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Entitlements** – Defined in the Term Summary.

1.17. **Entitlement Applications** – Any applications, subdivisions, studies, plans, site plans, master plans, and other documents and materials to secure Entitlement Approvals, other land use approval, or rezone the Property (including materials related thereto and amendments or modifications to the foregoing).

1.18. **Entitlement Approvals** – Defined in **Section 7**.

1.19. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.20. **Escrow Agent** – Defined in the Term Summary.

1.21. **Feasibility Period** – Defined in the Term Summary.

1.22. **Feasibility Review** – Defined in **Section 5**.

1.23. **General Assignment** – Defined in **Section 8.2.3**.

1.24. **Government Authorities** – Any federal, state, or local government entity, agency, or authority with jurisdiction over any portion of the Property, or any aspect of the entitlement, development, or construction thereof (including all applicable agencies and divisions of any local municipality).

1.25. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including all asbestos or petroleum based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.26. **Historic Preservation Easement** – Defined in **Section 8.2.5**

1.27. **Inspection Materials** – Defined in **Section 5.2.1**.

1.28. **Intended Use** – Defined in the Term Summary.

1.29. **Losses** – Defined in **Section 5.1.2**.

1.30. **Mandatory Cure Items** – Defined in **Section 6.2**.

1.31. **Meetings** – Defined in **Exhibit 7**.

1.32. **Meetinghouse Structure** – Any religious meetinghouse or other structure located on the Real Property used presently or historically for religious purposes.

1.33. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.34. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) the generic or standard exceptions in the Title Report and (v) other matters of record or discoverable by an inspection or survey affecting title to the Property including those matters contained in the Title Report or shown on the Survey.

1.35. **Personal Property** – All personal property, furniture, equipment, facilities, and items listed on **Exhibit 1.35** attached hereto, if any.

1.36. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) any and all easements, rights of way, and appurtenances running with or pertaining thereto, including any rights to use adjacent streets or alleyways; and (iii) the Personal Property, all subject to the reservations set forth in the Deed; but excluding all Water Rights and the applicable reservations set forth in **Section 15.2**.

1.37. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.38. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.39. **Real Property** – Defined in the Term Summary.

1.40. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.41. **Seller** – Defined in the Term Summary.

1.42. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.43. **Seller Default** – Defined in **Section 14.2**.

1.44. **Seller Representative** – Defined in the Term Summary.

1.45. **Survey** – Defined in **Section 6.1**.

1.46. **Termination Notice** – Defined in **Section 5.1.4**.

1.47. **Term Summary** –The Summary of Purchase and Sale Agreement.

1.48. **Title Company** – The party listed in **Section 1.20** of **Schedule 1**.

1.49. **Title Policy** – Defined in **Section 6.3.1**.

1.50. **Title Report** – Defined in **Section 5.2.1**.

1.51. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.52. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal, or irrigation company.

EXHIBIT A-1

REAL PROPERTY DESCRIPTION

[*The legal description below is subject to confirmation in the Title Report*]

Commencing 5.06 chains North and 3.38 chains East and 134.3 feet North from the Southwest corner of the Southeast quarter of Section 33, Township 7 South, Range 3 East of the Salt Lake, Meridian; thence North 20' East 100 feet; thence East 20' South 50 feet; thence South 100 feet thence West 50 feet more or less to place of beginning.

EXHIBIT A-2

REAL PROPERTY DEPICTION

[*The depiction below is subject to confirmation in the Title Report*]

4934-4340-0545

EXHIBIT 1.35

PERSONAL PROPERTY LIST

Insert List of Personal Property Items

EXHIBIT 7

ENTITLEMENTS

A. **No Final Land Use Actions**. Buyer will not cause any entitlement or land use action to become final or binding on the Property before Closing (including any rezoning, plat or subdivision approval, or any similar governmental action) before Closing, it being understood that such actions and filings may not occur before Closing without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. If Buyer causes the Entitlement Approvals to become final and binding on the Property prior to Closing, then Buyer will become irrevocably obligated to purchase the Property from Seller and Seller will have the right, in addition to any other rights under the Agreement, to enforce such obligation by specific performance.

B. **Seller Approval**. Buyer will not submit any Entitlement Applications to Government Authorities without the prior written consent of Seller (not to be unreasonably withheld, conditioned, or delayed, provided they are consistent with the Intended Use and comply with this Agreement). In furtherance thereof, Buyer will: (i) deliver copies of Entitlement Applications to Seller at least five (5) Business Days before submitting to Government Authorities; and (ii) notify Seller at least fifteen (15) days in advance of any meetings with Government Authorities (including city, committee, planning staff and neighborhood meetings) and Seller may attend and participate in such meetings.

C. **Seller Cooperation**. Seller will work together in good faith with Buyer and use commercially reasonable efforts (at no out-of-pocket cost to itself) to cooperate with Buyer's efforts to obtain the Entitlement Approvals by signing (in its capacity as owner, not applicant) any applicable documentation reasonably required by Government Authorities, provided that (i) such documentation is consistent with the Intended Use and complies with this Agreement and (y) Seller is not required to make any representations or assume or incur any obligations in relation to such entitlement documentation.

D. **Copies of Entitlements**. If the Purchase and Sale Transaction is not consummated at Closing, then Buyer will deliver copies of the Entitlement Applications (and any underlying materials relating thereto), and, at Seller's request, assign to Seller its rights to such Entitlement Applications (and any underlying materials relating thereto) such that Seller may assign the same to another buyer.

EXHIBIT 8.2.1

FORM OF DEED

[*subject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

____
____
____
____

(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, successor by merger to Kolob Stake of The Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to **SPRINGVILLE CITY**, a Utah municipal corporation ("**Grantee**"), whose address is 110 South Main Street, Springville, Utah 84663, all that certain real property located in Utah County, Utah, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of the Property.

RESERVING specifically unto Grantor all water and water rights of any kind appurtenant to the Property.

[*applicable restrictions referenced in **Section 15.2** to be inserted*]

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _______________ 20__.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, successor by merger to Kolob Stake of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: ____
Name: ______________________________________
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _________ 20__, personally appeared before me ___________________________, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, successor by merger to Kolob Stake of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

____
Notary Public for the State of Utah

Exhibit A
to
Deed

Legal Description of Property

Commencing 5.06 chains North and 3.38 chains East and 134.3 feet North from the Southwest corner of the Southeast quarter of Section 33, Township 7 South, Range 3 East of the Salt Lake, Meridian; thence North 20' East 100 feet; thence East 20' South 50 feet; thence South 100 feet thence West 50 feet more or less to place of beginning.

EXHIBIT 8.2.3

FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "**Assignment**") is entered into as of this ___ day of ________________, 20__ ("**Effective Date**"), by **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, successor by merger to Kolob Stake of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole ("**Assignor**") and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Assignee**").

RECITALS

A. Assignor presently owns the real property described in **Exhibit A** to this Assignment and any and all improvements and personal property located thereon ("**Property**").

B. Pursuant to that certain Purchase and Sale Agreement, dated as of ____________, 20___, between Assignor and Assignee (as amended, the "**Agreement**"), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property ("**Property Transfer**") under the terms and conditions more fully set forth in the Agreement.

C. In connection with the Property Transfer, Assignor desires to assign, transfer, give, and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's interest, in and to the following described rights, interests, and property relating to the Property.

AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Bill of Sale**. Assignor hereby transfers, grants, assigns, and conveys to Assignee all of Assignor's right, title, and interest in and to the personal property set forth on **Exhibit B** to this Assignment (collectively, the "**Personal Property**"). The transfer, grant, assignment, and conveyance set forth in this Assignment is done without warranty or representation by Assignor of any kind whatsoever, whether express or implied, written or oral, or statutory or otherwise. Without limiting the generality of the foregoing, Assignor has not made, and Assignee acknowledges that Assignor has not made, any warranty, certification, or representation related to: (i) the condition of title to the Personal Property; (ii) the nature, physical condition or any other aspect of the Personal Property; or (iii) the fitness of the Personal Property for any particular purpose (including without limitation the current use thereof).

2. **Assignment**. Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent assignable, all of Assignor's right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property and the Personal Property, including without limitation, any and all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property, the Personal Property, and the use thereof.

3. **Binding Effect**. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Construction; Definitions**. This Assignment will be construed according to the laws of the State of Utah, except with respect to real property related issues, which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.

5. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, successor by merger to Kolob Stake of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole

[EXHIBIT NOT FOR EXECUTION]

By: ______________________________
Name (Print): ______________________
Its: Authorized Agent

ASSIGNEE:

SPRINGVILLE CITY,
a Utah municipal corporation

[EXHIBIT NOT FOR EXECUTION]

By: ______________________________
Name (Print): ______________________
Its: ______________________________

Exhibit A
to
General Assignment

Legal Description of Property

Commencing 5.06 chains North and 3.38 chains East and 134.3 feet North from the Southwest corner of the Southeast quarter of Section 33, Township 7 South, Range 3 East of the Salt Lake, Meridian; thence North 20' East 100 feet; thence East 20' South 50 feet; thence South 100 feet thence West 50 feet more or less to place of beginning.

Exhibit B
to
General Assignment

List of Personal Property

EXHIBIT 15.2(i)

MINERAL RIGHTS RESERVATIONS

RESERVING specifically unto Grantor: (i) to the fullest extent allowable under applicable law, all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy, on, in, or under the above-described Property, and (ii) all subsurface rights of any and all kinds to the extent not included in subsection (i) above.

EXHIBIT 15.2(ii)

USE RESTRICTIONS

The conveyance of the Property is made and is subject to the following restrictive covenants, each created by Grantor to protect the image and integrity of the Property and the improvements placed thereon as former places of worship, that Grantee or any of Grantee's heirs, successors or assigns will not use the Property for the following: (i) any public or private nuisance; (ii) any business, trade or activity which, in Grantor's sole opinion, is noxious, unreasonably noisy, or offensive; (iii) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in Seller's sole opinion, morally offensive content appealing to prurient interest in sex; (iv) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (v) any form of gambling or betting; (vi) loitering; (vii) a place of public entertainment or amusement (as defined by local statutes or ordinances); or (viii) any other conduct or condition which is illegal and is not otherwise expressly mentioned above (collectively, "**Use Restrictions**"). The foregoing Use Restrictions will be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property. If Grantee or any of its heirs, successors or assigns transfers the Property, Grantee and its heirs, successors or assigns will include the Use Restrictions in the deed of such conveyance. If a violation of the Use Restrictions occurs, then Grantor may obtain an injunction enforcing the Use Restrictions and Grantor will be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof. A violation of any of the Use Restrictions, or injunctive relief obtained by Grantor by reason of such breach, will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Use Restrictions will remain binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise. The Use Restrictions will terminate and be of no further force or effect upon the earlier to occur of: (a)(i) the demolition of Grantor's buildings on the Property and (ii) the transfer of any real property owned by Grantor or its affiliates that abuts the Property; and (b) the 50-year anniversary of the date of the recording of this conveyance.

EXHIBIT 15.2(iii)

ASBESTOS ACKNOWLEDGMENT & COVENANTS

GRANTEE ACKNOWLEDGES that Grantor has informed Grantee that the Property has not been tested for and cannot be confirmed to be free from asbestos. Grantee hereby releases Grantor from any liability to Grantee with regard to asbestos existing or found on the Property and Grantee will indemnify, defend and hold Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the Property, as long as such contact with asbestos occurred after the date of this conveyance. Nothing herein, including, without limitation, any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA, including, without limitation, the provisions of Utah Code Ann., §63G-7-604 regarding limitation of judgments. Upon any renovation, demolition or other occurrence requiring handling, repair, or removal of asbestos or materials containing asbestos by Grantee, Grantee will remove, cover or repair said asbestos or asbestos containing materials, at Grantee's own expense, and comply with all laws applicable to asbestos.

EXHIBIT 8.2.5

FORM OF HISTORIC PRESERVATION EASEMENT

When Recorded Mail To:

____
Attn: ________________
____
____

With A Copy To:
The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Services Division [PN 505-1673]
50 East North Temple Street, 12th Floor
Salt Lake City, Utah 84150

Tax Parcel No. 23-042-0037

(*space above for Recorder's use only*)

HISTORIC PRESERVATION EASEMENT AGREEMENT
[PN: 505-1673]

This HISTORIC PRESERVATION EASEMENT AGREEMENT (this "**Agreement**") is made this ____ day of ________ 202__ (the "**Effective Date**"), by and between SPRINGVILLE CITY, a Utah municipal corporation ("**Grantor**"), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantee**"). Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**".

RECITALS

A. Grantor is the owner in fee simple of certain real property located at 415 South 200 East, Springville, Utah 84663 ("**Grantor's Property**"), as more particularly described as follows:

> Commencing 5.06 chains North and 3.38 chains East and 134.3 feet North from the Southwest corner of the Southeast quarter of Section 33, Township 7 South, Range 3 East of the Salt Lake, Meridian; thence North 20' East 100 feet; thence East 20' South 50 feet; thence South 100 feet thence West 50 feet more or less to place of beginning.

B. A historic seminary building is located on a portion of Grantor's Property (the "**Historic Building**"). The Historic Building and the location of the Historic Building on Grantor's Property are depicted on Exhibit 1 attached hereto and incorporated herein by this reference.

C. The Historic Building is an architecturally and historically significant building. The Historic Building is included as a Contributing Historic Building in the Springville Historic District, National Register Information System Reference Number 03000157.

D. The Historic Building also appears on Grantee's list of historic properties, which properties serve an important historical role in the spiritual and communal life of Grantee's members. As such, Grantee is dedicated to the preservation of the Historic Building in perpetuity.

E. The Parties have agreed to enter into this Agreement pursuant to the Utah Historical Preservation Act, Utah Code Ann. §§ 9-8a-502 *et. seq*. (2024) for the purpose of preserving and maintaining the Historic Building.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties make the following grants, agreements, and covenants:

1. **Grant of Easement**. Grantor does hereby grant and convey unto Grantee a historic preservation easement in gross (the "**Easement**") in Grantor's Property for the purpose of assuring preservation of the Historic Building and preventing any use of Grantor's Property that would be detrimental to the Historic Building's exterior architectural and historic features. The Easement shall be perpetual and non-terminable, except as specifically set forth in this Agreement.

2. **Grantor's Preservation Obligations**. Grantor shall maintain the exterior of the Historic Building in a first-class, commercially reasonable condition. Grantor further agrees to assume the cost of continued maintenance and repair of the Historic Building to preserve the architectural and historical integrity thereof. The obligations and requirements set forth in this Section 2 shall only apply to the exterior components, elements, features, and design of the Historic Building as memorialized in the photographs attached hereto as Exhibit 2. In meeting its obligations set forth in this Section 2, Grantor shall follow all applicable laws, rules and regulations, including without limitation, the provisions set forth in The Secretary of the Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*.

3. **Restrictions on Grantor's Activities**. Grantor agrees that, without the prior written consent of Grantee, which may be withheld in Grantee's sole and absolute discretion, (i) no demolition, construction, alteration, remodeling, changes, or any other activity that will alter, modify or change the nature and character of the exterior of the Historic Building shall be undertaken or permitted to be undertaken on the Historic Building, and (ii) no activity shall be undertaken or permitted to be undertaken on Grantor's Property which would adversely affect the structural soundness, integrity, historic nature, or visibility of the Historic Building. Additionally, the Historic Building shall not be used for any of the following uses: (a) funeral parlor or mortuary; (b) bingo, lotto or facility for gambling or off-track betting establishment; (c) bail bond operations, flea market, massage parlor, "adult" book store, "adult" movie theater, stores selling or displaying pornographic material or other sexually oriented shops; (d) night club, ballroom, dance hall, discotheque, so called "strip tease" or "gentleman's" club displaying male or female dancers or entertainers, cocktail lounge, bar or tavern, banquet facility and similar types of establishments; (e) auction, liquidation or fire sale business; (f) the manufacture, storage, show, display, sale, or distribution of marijuana, tobacco or illicit drugs or products of any kind or sort, and/or any paraphernalia of any kind related thereto, that has not been lawfully prescribed by a physician licensed in the State of Utah; or (g) the manufacture, storage, show, display, sale or distribution, either publicly or privately, of alcohol, beer, or any other intoxicating beverage of any kind. Notwithstanding the foregoing, the restrictions set forth in subsection (i) of this Section 3 shall only apply to the exterior components, elements, features, and design of the Historic Building as memorialized in the photographs attached hereto as Exhibit 2.

4. **Entrance Improvements**. Grantor desires to construct and install certain improvements to the exterior front entrance to the Historic Building in order to make the Historic Building more accessible. Particularly, the Historic Building's front entrance is currently only accessed via stairs. The parties acknowledge and agree that Grantor shall have the right to install a ramp and other improvements to the front entrance of the Historic Building that meet federal, state, and local laws and regulations in order to make the Historic Building more accessible. Both parties desire that the accessibility entrance aligns with and preserves the historic nature of the exterior of the Historic Building. Grantor shall work with a historic preservationist in drafting the construction plans for the entrance improvements.

5. **Grantee's Right to Inspect**. Grantor shall permit Grantee, its employees, agents and designees to access to the Grantor's Property for the purpose of inspecting the exterior of the Historic Building at all reasonable times, with twenty-four (24) hours' advance written notice, in order to ascertain whether the conditions of this Agreement are being observed. Grantee shall use its best efforts to minimize any inconvenience to, or disturbance of, any lessees or occupants of the Historic Building or Grantor's Property in connection with Grantee's entry onto Grantor's Property. The historic features of the Historic Building as of the Effective Date are documented in

photographs attached hereto as Exhibit 2, which shall serve as an objective informational baseline for monitoring compliance with the terms of this Agreement.

6. **Leases.** Grantor may lease the Historic Building for any use consistent with the historic nature of the Historic Building and the terms of this Agreement. If Grantor leases Grantor's Property, Grantor shall incorporate into the lease all of the terms, conditions, and covenants of this Agreement.

7. **Insurance**. During the term of this Agreement, Grantor will maintain Grantor's current property insurance coverage provided by the Utah Local Governments Trust (or equivalent coverage), which covers all of Grantor's facilities and properties. Additionally, Grantor will ensure that prior to performing any construction work on the exterior of the Historic Building approved by Grantee in accordance with this Agreement, Grantor's contractors shall obtain and maintain the liability insurance required by Section 10.1 of the DFCM *General Conditions* or Section 14 of the DFCM *Short Form Construction Contract for Small Projects*, as appropriate, both of which are available on the DFCM website, dfcm.utah.gov/construction-management/. Grantor's insurance coverages shall also be subject to the reasonable review and approval of Grantee.

8. **Casualty Loss**. In the event the Historic Building is completely or partially destroyed or damaged by fire, windstorm, earthquake, flood or other casualty not resulting from the willful neglect or actions of Grantor, no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Historic Building and to protect public safety, may be commenced without Grantee's prior written approval. Grantor shall notify Grantee in writing within five (5) calendar days of the damage or destruction caused by the items set forth above (the "**Casualty Notice**"). The parties will then meet to determine how the damages to the Historic Building will be repaired. In the event that the Historic Building is damaged beyond repair or restoring the Historic Building would cost more than the total market value of the structure before the damage occurred, Grantor shall not be required to reconstruct or repair the building and the parties will meet to discuss the possible construction of a new building on the Grantor's Property. Notwithstanding the foregoing, if the damage or destruction to the Historic Building results from the gross negligence or misconduct of Grantor or its employees or agents, Grantor shall reconstruct and/or restore the Historic Building at Grantor's sole cost, regardless of whether recoverable insurance proceeds are available to fund the same.

9. **Enforcement**. If Grantee, upon inspection of the Historic Building and/or Grantor's Property, finds what appears to be a violation by Grantor under this Agreement, Grantee shall give Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation; provided, however, this notice obligation shall not apply when an ongoing or imminent violation exists which is reasonably likely to irreversibly affect the exterior of the Historic Building. If, upon the expiration of the thirty (30) day period (if applicable in accordance with this Section 9), Grantor has failed to correct the violation, Grantee will provide a second written notice of the violation. In the event Grantor fails or refuses to correct the violation after this second thirty (30) day period, Grantee shall have the right to seek to obtain an injunction stopping the violation and requiring Grantor to restore the exterior of the Historic Building to its condition prior to Grantor's violation of this Agreement, at Grantor's sole cost and expense.

Should Grantee exercise its rights under this Section 9 to seek an injunction, the successful party in the injunction proceedings shall be reimbursed for all costs incurred in the injunction proceedings, including, but not limited to, reasonable attorney's fees. The failure of Grantee to discover a violation or to take immediate action to correct a violation shall not be deemed to be a waiver of Grantee's right to enforce any term or provision of this Agreement in the future.

10. **Liens**. To the extent that any lien or claim of lien is not invalid under Utah Code § 38-1a-103 as a lien against a government project, Grantor shall cause to be satisfied or released by the recording of a release of lien and substitution of alternate security any lien or claim of lien that may hereafter come to exist against Grantor's Property or the Historic Building which would have priority over any of the rights, title, or interest of Grantee.

11. **Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee, as the case may be, at the following addresses (or at such other address as Grantor or Grantee may designate in writing in accordance with this Section):

GRANTOR:	Springville Museum of Art Attn: Emily Larsen 126 East 400 South Springville, Utah 84663
GRANTEE:	The Church of Jesus Christ of Latter-day Saints Attn: Real Estate Services Division [PN 505-1673] 50 East North Temple Street, 12th Floor Salt Lake City, Utah 84150

12. **Grantee's Right to Assign**. This Agreement and the Easement are fully assignable by Grantee upon written notice to Grantor.

13. **Prohibition Against Relocation of Easement**. Grantor hereby acknowledges and agrees, for itself and its successors and assigns, that the Easement constitutes a conservation easement as defined in the Utah Uniform Easement Relocation Act, Utah Code Ann. § 57-13c-101 *et. seq*. (2023), and as such may not be relocated by Grantor, its successors and/or assigns.

14. **Governing Law**. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

15. **Severability**. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

16. **Entirety and Amendments**. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties or their successors and filed with the Utah County Recorder. All exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

[*Signatures and Acknowledgments Follow*]

SIGNATURE PAGE
TO
HISTORIC PRESERVATION EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date.

GRANTOR:

SPRINGVILLE CITY
a Utah municipal corporation

By: ________________________________
Name: ______________________________
Its: ________________________________

STATE OF ________________)
:ss
COUNTY OF ________________)

On this _____ day of ___________ 202______, personally appeared before me ___________, _________________ of __________________________, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

WITNESS my hand and official seal.

____
Notary Public for the State of Utah

[*Signatures and Acknowledgments Continue on Following Page*]

SIGNATURE PAGE
TO
HISTORIC PRESERVATION EASEMENT AGREEMENT

GRANTEE:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: ___________________________________
Name (Print): ___________________________
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of _______________ 202__, personally appeared before me ___________________, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

____
Notary Public for the State of Utah

EXHIBIT 1

(Depiction of Historic Building)

[Add building sketch]

[TO BE ADDED]

EXHIBIT 1 (cont.)

[add birds-eye view of building]

[TO BE ADDED]

EXHIBIT 2

(Photographs of Historic Building)

[TO BE ADDED]