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TIMPANOGOS

SCHOOL DISTRICT

# Board Meeting Documents

# July 29, 2026

# MINUTES OF THE STUDY SESSION- JULY 15, 2026

The Board of Education of the Timpanogos School District met in a study session on Wednesday, July 15, 2026, at 4:03 pm. The study session was held at the Alpine School District Special Education Office in Lindon, Utah.

Board Members Present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, David H. Smith, Michele Sorensen, and Ada Wilson

Also present: Superintendent Jensen & Business Administrator Sundberg and members of the administrative staff. There were approximately 11 others in attendance.

Board President Jennifer Lyman called the study session to order at **4:03 p.m.**

## VISION & VALUES REFINEMENT

Vice President Hilton led the Board through a continued review of the district's Vision and Values Statement, incorporating stakeholder feedback gathered through visits to nearly every school in the district. The Board reviewed revisions developed from approximately 500 survey responses and discussions with students, parents, educators, administrators, and community members.

He presented a revised draft identifying proposed changes resulting from stakeholder feedback. Board members discussed the importance of creating a vision statement that is concise, understandable, and enduring while accurately reflecting the educational priorities of the new district.

### Genuine Learning

The Board reviewed language describing **genuine learning**, specifically the phrase "transfer, leverage, and apply." Members agreed the three terms communicated similar concepts and discussed simplifying the language by using "**apply**" as the primary descriptor. The Board felt the streamlined wording better communicated the district's expectation that students demonstrate learning by applying knowledge and skills in authentic situations.

### Know, Do, Be Framework

Board members supported replacing the traditional educational headings **Knowledge, Skills, and Dispositions** with the more accessible framework of **Know, Do, and Be**. Members observed that stakeholders consistently found the simplified headings easier to understand and more memorable.

### Refining the "Be" Category

Discussion centered on the structure and organization of the "**Be**" section. Members explored separating the desired student attributes into inward-focused qualities and outward-focused responsibilities. Suggestions included organizing the section around **Character** and **Citizenship**, while others preferred maintaining the distinction without using those specific labels to avoid unintended interpretations.
The Board also discussed reducing the number of listed dispositions by combining similar traits, including confidence, responsibility, self-direction, persistence, and resilience. Members emphasized the importance of identifying a concise set of characteristics that clearly represent the district's expectations for graduates.

### Language and Terminology

Board members reviewed terminology that may be interpreted differently by stakeholders. Discussion focused on selecting language that would be universally understood while maintaining the intended educational meaning. Members also considered consistency throughout the framework, noting differences between the use of nouns and adjectives across the various sections.

### Safety, Well-Being, and Belonging

The Board discussed recurring stakeholder feedback emphasizing **safety** and **belonging** as essential components of successful schools. Members agreed these themes should receive greater visibility within the district's values.
The Board expressed support for adding **Safety and Well-Being** as an explicit district value and discussed possible ways to incorporate the concept of **belonging** within either the district culture statement or the values themselves. While no final wording was adopted, members agreed these concepts should be more prominently reflected in future drafts.

### Supporting Resources

Board members supported maintaining a concise Vision and Values Statement while creating a supplemental document defining key educational terms and providing additional explanations for employees, families, and community members.

## BOUNDARY STUDY UPDATE

Superintendent Jensen provided an update on the ongoing Boundary Study process and discussed how the emerging Vision and Values Statement will continue to guide future boundary recommendations and decision-making.

The Board discussed the importance of ensuring that boundary decisions remain aligned with the district's commitment to creating robust schools that provide high levels of learning, equitable opportunities, student well-being, and strong school communities. Members emphasized that Vision and Values should serve as the foundational lens through which future boundary options are evaluated.

Administration also reviewed upcoming work associated with the boundary study, including continued refinement of robust school criteria, community engagement efforts, and future Board discussions leading toward formal boundary recommendations.

## BOARD GOVERNANCE

The Board continued its ongoing governance discussion, focusing on the distinct roles and responsibilities of the Board of Education and district administration.

Members reaffirmed that the Board's primary responsibility is establishing the district's vision, policy, strategic direction, and oversight, while administration is responsible for implementing Board direction and managing the day-to-day operation of the district.

The discussion emphasized that Board members should avoid becoming directly involved in operational matters, including individual student concerns, employee issues, or personnel matters. Members agreed that those responsibilities appropriately belong to district administration, allowing Board members to remain focused on governance, long-term planning, fiscal oversight, policy development, and representing the interests of the community as a whole.

The Board also discussed the importance of maintaining appropriate communication channels with administration, respecting established processes for addressing concerns, and presenting a unified governance model that clearly distinguishes policymaking from daily management responsibilities.

**The meeting adjourned at approximately 5:35 PM.**

## MINUTES OF THE BOARD MEETING- JULY 15, 2026

The Board of Education of the Timpanogos School District met in a board meeting on Wednesday, July 15, 2026, at 6:00 PM. The board meeting took place in the meeting room of the Alpine School District Special Education Office in Lindon, Utah.

Board members present: President Jennifer Lyman, Vice President Sterling Hilton, Guy Fugal, Grace Rex, David H. Smith, Michele Sorensen, and Ada Wilson.

Also present: Superintendent Joseph Jensen, Business Administrator Jason Sundberg, members of the administrative staff, and approximately 44 others were in attendance.

President Jennifer Lyman called the meeting to order at 6:03 PM welcomed everyone attending in person and thanked those participating in the Board meeting.

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vallen Thomas

## INSPIRATIONAL THOUGHT

**Cindy Davis** shared an inspirational message centered on the pioneering spirit demonstrated throughout American history and its relevance to the work of the Timpanogos School District. Drawing from personal experiences at Gettysburg and reflecting on the approaching Pioneer Day holiday, she described a pioneering spirit as a willingness to embrace uncertainty, endure hardships, innovate, and create new pathways for others.

Mrs. Davis compared the Board's work of establishing a new school district to that same pioneering spirit. She observed that teachers pioneer new learning every day as students encounter unfamiliar concepts and develop new understanding, and she encouraged Board members, educators, parents, students, and community members to continue working together to build upon the district's strengths while creating new opportunities for every student.

President Lyman thanked Mrs. Davis for her inspiring remarks and expressed appreciation for her thoughtful perspective.

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## COMMUNITY COMMENTS

**President Jennifer Lyman** reviewed the Board's procedures for public comment and welcomed those who had signed up to address the Board. She explained that each speaker would be allotted three minutes and noted that following public comments, the Board would provide clarification regarding one of the topics discussed to help explain the district's current process.

**Sydna Graf** expressed appreciation for the Board's willingness to listen to public input and voiced strong opposition to locating the district transportation facility on the Anderson Boulevard property. The speaker stated that the property was originally intended for a future elementary school and encouraged the Board to preserve the site for educational purposes rather than transportation operations. Concerns were also raised regarding increased traffic, noise, diesel emissions, and declining property values. **Richard Hickman** shared concerns about the safety of neighborhood children who regularly walk and bicycle near the proposed site. The speaker expressed concern that increased bus traffic would create additional hazards and urged the

Board to seek an alternative location that would have less impact on surrounding neighborhoods. **Kayla Ditty** emphasized the significant residential growth occurring in the Lindon area and questioned whether using the property for transportation services represented the highest and best use of a valuable district asset. The speaker encouraged the Board to evaluate industrially zoned properties before making a final decision. **Robert Ditty** expressed appreciation for the difficult decisions facing the Board while encouraging members to consider the long-term impact of a transportation facility on nearby residents. Concerns included neighborhood compatibility, quality of life, lighting, operational noise, and environmental impacts. **Greg Otterstrom** stated that the community supports the success of the new school district but believes transportation operations should be located away from residential neighborhoods. The speaker expressed concern regarding air quality, diesel emissions, and the effect a bus facility could have on nearby homes. **Summer Apsley** discussed anticipated future student enrollment and suggested that preserving the Anderson Boulevard property for a future elementary school may better serve the district's long-term educational needs. The speaker encouraged the Board to carefully evaluate future growth before making permanent facility decisions. **Julian Brown** encouraged the Board to continue exploring additional transportation facility locations and expressed confidence that more appropriate sites exist. The speaker thanked Board members for considering public feedback and requested continued communication as the evaluation process moves forward. **Lisa O'Neill** expressed concern that locating a transportation center within a residential neighborhood could negatively affect surrounding property values and neighborhood character. The speaker urged the Board to prioritize locations that minimize impacts to families and nearby residents. **Rey Furner** thanked the Board for listening to community concerns and emphasized that residents want to work collaboratively with district leadership. The speaker encouraged continued transparency and requested regular updates as additional information becomes available. **Amber Sweney** concluded the public comments by acknowledging the complexity of establishing a new school district while encouraging the Board to make decisions that balance operational needs with the interests of students, families, and surrounding neighborhoods. The speaker reiterated support for finding an alternative transportation facility location.

**Board Response**

**Vice President Sterling Hilton** thanked each speaker for their respectful and thoughtful comments. He acknowledged the concerns raised regarding traffic, neighborhood compatibility, air quality, safety, property values, and future school needs, noting that these same issues had been discussed extensively by the Board and district administration. He emphasized that **no decision had been made** regarding the Anderson Boulevard property and explained that the district remains in the information-gathering phase while evaluating multiple potential transportation facility locations. He further stated that considering district-owned property is part of the Board's fiduciary responsibility but assured attendees that community feedback would be an important factor in the Board's eventual decision.

**Board President Jennifer Lyman** expressed appreciation to everyone who participated in the public comment period and encouraged continued community involvement throughout the district's planning process. She clarified the Board's role in receiving public input while district administration gathers information and develops recommendations. She also explained the limited purposes for which Utah law allows a public body to meet in closed session, including discussions involving personnel, pending litigation, collective bargaining, and certain real property transactions.

## APPROVAL OF MINUTES

President Lyman presented the minutes from the previous Study Session and Regular Board Meeting for approval.

**Motion:** Board Member **Grace Rex** moved to approve the Study Session and Regular Board Meeting minutes as presented.

**Second:** Vice President **Sterling Hilton**.

**The Board voted unanimously in favor of the minutes presented previous to each board member, and the motion passed.**

## ROUTINE BUSINESS

1. APPROVAL OF EXPENDITURE REPORT/CLAIMS

Superintendent Jensen introduced the monthly Expenditure Report and invited Business Administrator **Jason Sundberg** to review the financial report.

Mr. Sundberg reported that the June financial report represented expenditures through the end of Fiscal Year 2026. He explained that Alpine School District was still completing year-end accounting adjustments and accruals but noted that expenditures were approximately **$50,000 below budget**, allowing additional carryover into the upcoming fiscal year. He further reported that the district's approved operating budget was approximately **$363,000**, with expenditures through June 30 totaling approximately **$315,000**.

**Board Member Discussion**

**Board Member Grace Rex** congratulated Business Administrator Sundberg and district administration for managing district finances conservatively and completing the district's organizational year under budget.

**Motion: Board Member Michele Sorensen moved to approve the Expenditure Report and Claims as presented.**

**Second: Board Member David H. Smith.**

**The Board voted unanimously in favor of the June 2026 expenditure report, and the motion passed.**

2. CONTRACT RENEWAL FOR THE SUPERINTENDENT (JULY 1, 2026- 2 YEAR TERM

President Lyman explained that Superintendent Jensen had originally been hired mid-year and recommended aligning his employment agreement with the district's fiscal year through a new two-year contract ending June 30, 2028.

**Board Member Discussion**

**Board Member David H. Smith** reflected on the significant responsibilities associated with creating a new school district and noted that Superintendent Jensen had successfully carried out the Board's direction while assembling an outstanding leadership team. He thanked Superintendent Jensen for accepting the challenge and expressed confidence in his continued leadership.

**Board Member Guy Fugal** commented that Superintendent Jensen had already demonstrated his commitment to the district through the work completed before receiving a long-term contract and expressed appreciation that he had remained committed throughout the district's organizational process.

**Vice President Sterling Hilton** expressed appreciation for Superintendent Jensen's leadership and indicated his confidence in renewing the superintendent's contract.

**Motion: Board Member David H. Smith moved to approve the Superintendent Contract Renewal for the period of July 1, 2026, through June 30, 2028.**

**Second: Board Member Michele Sorensen.**

**The Board voted unanimously in favor of the superintendent contract renewal, and the motion passed.**

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## DISCUSSION/ACTION ITEMS

1. Resolution 2026-012: **Authorizing Disposition of One (1) Alpine School District Vehicle**

Superintendent Jensen presented Resolution 2026-012 authorizing the disposition of one surplus Alpine School District vehicle. He explained that because of the district reorganization, all successor districts must approve the disposition of surplus Alpine School District assets.

**Board Member Discussion**

**Board Member Grace Rex** observed that the vehicle's persistent battery drain requiring daily jump-starts and annual battery replacement clearly demonstrated that the vehicle had reached the end of its useful life and should be declared surplus.

**Board President Jennifer Lyman** thanked Board Member Rex for reviewing the supporting documentation so carefully and noted that the discussion confirmed the appropriateness of the recommendation.

**Motion: Vice President Sterling Hilton moved to approve Resolution 2026-012: Authorizing Disposition of One (1) Alpine School District Vehicle.**

**Second: Board Member Guy Fugal.**

**The Board voted unanimously in favor of the disposition on one ASD vehicle, and the motion passed.**

2. **Approval of District Vision & Values Statement**

Superintendent Jensen presented the proposed Timpanogos School District Vision & Values Statement, reviewing the collaborative process that began shortly after the Board was organized. He described the extensive engagement process involving school visits, educators, students, parents, and community members and emphasized that the statement is intended to guide district culture and decision-making while remaining a living document that evolves over time.

**Board Member Discussion**

**Board President Jennifer Lyman** explained that additional revisions had been discussed during the Study Session and acknowledged that while the document was intended to be a living document, further refinement would improve the final product.

**Vice President Sterling Hilton** stated that he supported the document and viewed it as an evolving guide for the district rather than a static statement.

**Board Member David H. Smith** expressed appreciation for the work completed but preferred reviewing a clean draft containing all agreed-upon revisions before formally adopting one of the district's foundational documents.

**Board Member Grace Rex** agreed, noting that she wanted the opportunity to review a finalized version before taking formal action.

**Board Member Michele Sorensen** commented that once the revisions were incorporated into a polished draft, the Board would be better positioned to adopt the document confidently.

**Motion: Vice President Hilton moved to approve of the Vision & Values Statement as presented.**

**Second: Board Member Wilson**

**Substitute Motion: Board Member David H. Smith moved to postpone approval of the Vision & Values Statement until July 29, 2026, Board Meeting.**

**Second: Board Member Grace Rex**

**The Board voted unanimously in favor of waiting to vote for a updated version, and the motion passed.**

3. **Grade Configuration Study and Notice (9-12 at Mountain View HS)**
   **Board member Sorensen moved a motion to initiate the study of a grade 9-12 configuration at Mountain View High School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**
4. **Grade Configuration Study and Notice (9-12 at Orem HS)**
   **Board member Wilson moved a motion to initiate the study of a grade 9-12 configuration at Orem High School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board president Lyman. The Board voted in favor, and the motion passed unanimously.**
5. **Grade Configuration Study and Notice (9-12 at Pleasant Grove HS)**
   **Board member Hilton moved a motion to initiate the study of a grade 9-12 configuration at Pleasant Grove High School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Rex. The Board voted in favor, and the motion passed unanimously.**
6. **Grade Configuration Study and Notice (9-12 at Timpanogos HS)**
   **Board member Smith moved a motion to initiate the study of a grade 9-12 configuration at Timpanogos High School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Sorensen. The Board voted in favor, and the motion passed unanimously.**
7. **Grade Configuration Study and Notice (7-8 and 6-8 at Canyon View JH)**
   **Board member Fugal moved a motion to initiate the study of a grade 7-8 and 6-8 configuration at Canyon View JH School, including any of its special enrollment programs, and direct district**

**employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Wilson. The Board voted in favor, and the motion passed unanimously.**

8. <u>**Grade Configuration Study and Notice (7-8 and 6-8 at Lakeridge JH)**</u>
   **Board president Lyman moved a motion to initiate the study of a grade 7-8 and 6-8 configuration at Lakeridge JH School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Hilton. The Board voted in favor, and the motion passed unanimously.**
9. <u>**Grade Configuration Study and Notice (7-8 and 6-8 at Oak Canyon JH)**</u>
   **Board member Grace moved a motion to initiate the study of a grade 7-8 and 6-8 configuration at Oak Canyon JH School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Smith. The Board voted in favor, and the motion passed unanimously.**
10. <u>**Grade Configuration Study and Notice (7-8 and 6-8 at Orem JH)**</u>
    **Board member Sorensen moved a motion to initiate the study of a grade 7-8 and 6-8 configuration at Orem JH School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**
11. <u>**Grade Configuration Study and Notice (7-8 and 6-8 at Pleasant Grove JH)**</u>
    **Board member Wilson moved a motion to initiate the study of a grade 7-8 and 6-8 configuration at Pleasant Grove JH School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board president Lyman. The Board voted in favor, and the motion passed unanimously.**
12. <u>**Grade Configuration Study and Notice (K-5 at Aspen Elementary School)**</u>
    **Board vice president Hilton moved a motion to initiate the study of a grade K-5 configuration at Aspen Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Rex. The Board voted in favor, and the motion passed unanimously.**
13. <u>**Grade Configuration Study and Notice (K-5 at Bonneville Elementary School)**</u>
    **Board member Smith moved a motion to initiate the study of a grade K-5 configuration at Bonneville Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Sorensen. The Board voted in favor, and the motion passed unanimously.**
14. <u>**Grade Configuration Study and Notice (K-5 at Cascade Elementary School)**</u>
    **Board member Fugal moved a motion to initiate the study of a grade K-5 configuration at Cascade Elementary School, including its Chinese DLI program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Wilson. The Board voted in favor, and the motion passed unanimously.**

15. <u>**Grade Configuration Study and Notice (K-5 at Centennial Elementary School)**</u>

**Board president Lyman moved a motion to initiate the study of a grade K-5 configuration at Centennial Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board vice president Hilton. The Board voted in favor, and the motion passed unanimously.**

16. **Grade Configuration Study and Notice (K-5 at Central Elementary School)**

    **Board member Rex moved a motion to initiate the study of a grade K-5 configuration at Central Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Smith. The Board voted in favor, and the motion passed unanimously.**

17. **Grade Configuration Study and Notice (K-5 at Cherry Hill Elementary School)**

    **Board member Sorensen moved a motion to initiate the study of a grade K-5 configuration at Cherry Hill Elementary School, including its Spanish DLI program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**

18. **Grade Configuration Study and Notice (K-5 at Foothill Elementary School)**

    **Board member Wilson moved a motion to initiate the study of a grade K-5 configuration at Foothill Elementary School, including its ALL program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board president Lyman. The Board voted in favor, and the motion passed unanimously.**

19. **Grade Configuration Study and Notice (K-5 at Grovecrest Elementary School)**

    **Board vice president Hilton moved a motion to initiate the study of a grade K-5 configuration at Grovecrest Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Rex. The Board voted in favor, and the motion passed unanimously.**

20. **Grade Configuration Study and Notice (K-5 at Lindon Elementary School)**

    **Board member Smith moved a motion to initiate the study of a grade K-5 configuration at Lindon Elementary School, including its ALL program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Sorensen. The Board voted in favor, and the motion passed unanimously.**

21. **Grade Configuration Study and Notice (K-5 at Manila Elementary School)**

    **Board member Sorensen moved a motion to initiate the study of a grade K-5 configuration at Manila Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**

22. **Grade Configuration Study and Notice (K-5 at Mount Mahogany Elementary School)**

    **Board member Fugal moved a motion to initiate the study of a grade K-5 configuration at Mount Mahogany Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was**

**seconded by Board member Wilson. The Board voted in favor, and the motion passed unanimously.**

23. **<u>Grade Configuration Study and Notice (K-5 at Northridge Elementary School)</u>**

    **Board member Rex moved a motion to initiate the study of a grade K-5 configuration at Northridge Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Smith. The Board voted in favor, and the motion passed unanimously.**

24. **<u>Grade Configuration Study and Notice (K-5 at Orchard Elementary School)</u>**

    **Board member Sorensen moved a motion to initiate the study of a grade K-5 configuration at Orchard Elementary School, including its Spanish DLI program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**

25. **<u>Grade Configuration Study and Notice (K-5 at Orem Elementary School)</u>**

    **Board member Wilson moved a motion to initiate the study of a grade K-5 configuration at Orem Elementary School, including its ALL program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board president Lyman. The Board voted in favor, and the motion passed unanimously.**

26. **<u>Grade Configuration Study and Notice (K-5 at Parkside Elementary School)</u>**

    **Board vice president Hilton moved a motion to initiate the study of a grade K-5 configuration at Parkside Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Rex. The Board voted in favor, and the motion passed unanimously.**

27. **<u>Grade Configuration Study and Notice (K-5 at Rocky Mountain Elementary School)</u>**

    **Board member Smith moved a motion to initiate the study of a grade K-5 configuration at Rocky Mountain Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Sorensen. The Board voted in favor, and the motion passed unanimously.**

28. **<u>Grade Configuration Study and Notice (K-5 at Trailside Elementary School)</u>**

    **Board member Fugal moved a motion to initiate the study of a grade K-5 configuration at Trailside Elementary School, including its Portuguese DLI program, and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Wilson. The Board voted in favor, and the motion passed unanimously.**

29. **<u>Grade Configuration Study and Notice (K-5 at Vineyard Elementary School)</u>**

    **Board president Lyman moved a motion to initiate the study of a grade K-5 configuration at Vineyard Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board vice president Hilton. The Board voted in favor, and the motion passed unanimously.**

30. **<u>Grade Configuration Study and Notice (K-5 at Westmore Elementary School)</u>**

**Board member Rex moved a motion to initiate the study of a grade K-5 configuration at Westmore Elementary School, including any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Smith. The Board voted in favor, and the motion passed unanimously.**

31. <u>Grade Configuration Study and Notice (K-5 at Windsor Elementary School)</u>

**Board member Sorensen moved a motion to initiate the study of a grade K-5 configuration at Windsor Elementary School, including its Spanish DLI Program and any of its special enrollment programs, and direct district employees to notify the public of the study and potential grade reconfiguration. The motion was seconded by Board member Fugal. The Board voted in favor, and the motion passed unanimously.**

**Elementary School Grade Configuration Studies (Grades K–5)**

The Board unanimously approved motions initiating studies for all twenty elementary schools within Timpanogos School District. Where applicable, motions also included existing Dual Language Immersion and Advanced Learning Lab programs so those programs would remain part of the public study process.

Board members acknowledged that the individual motions were procedural and opened the required public engagement period without predetermining any future Board action.

**Public Notice and Community Engagement**

Following approval of the grade configuration studies, Board members discussed the district's communication plan.

**Board Member Michele Sorensen** reminded the public that no grade configuration decisions had been made and emphasized that the Board's action simply initiated the public study period.

**Board President Jennifer Lyman** explained that affected households would receive legally required postcards outlining the study and encouraging public participation. She encouraged continued public involvement and indicated the Board remained open to additional community engagement opportunities, including informational open houses if appropriate.

**Business Administrator Jason Sundberg** explained that families would receive both mailed postcards and email notifications. He further reported that local cities would receive formal notice and that public hearings would likely occur during late August or early September, providing multiple opportunities for community input throughout the study period.

Legal Counsel **Hyrum Clarke** confirmed that the proposed process complied with applicable legal requirements.

**President Lyman declared that all twenty-nine grade configuration study motions had passed unanimously, officially opening the public notice period.**

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## <u>SUPERINTENDENT & BOARD MEMBER REPORTS, INFORMATION ITEMS & COMMENTS</u>

### SUPERINTENDENT REPORT

**Superintendent Jensen** reported that district administration continues making steady progress toward the July 1, 2027, launch of Timpanogos School District. He recognized that the transition has required significant planning and coordination across every department while many Alpine School District employees have experienced uncertainty regarding future assignments.

Dr. Jensen expressed appreciation for the professionalism, patience, and dedication demonstrated by district employees throughout the transition process. He reported that leadership continues working through staffing, operational planning, and organizational development while building the systems necessary for the district to operate independently. He noted that administration remains committed to communicating openly with employees as decisions are finalized and thanked everyone who has contributed to the district's successful progress.

Superintendent Jensen shared reflections from a recent visit to **Tuacahn Amphitheatre**, where he was struck by the tremendous amount of work required behind the scenes to produce a successful theatrical performance. He noted that while audiences naturally focus on the actors and performers on stage, the production playbill recognizes the hundreds of individuals whose contributions make each performance possible.

He explained that a single Tuacahn production relies on an extensive team that includes directors, choreographers, musicians, stage managers, costume designers, makeup artists, wig specialists, scenic artists, carpenters, electricians, lighting and sound technicians, props crews, wardrobe staff, production managers, and numerous other technical and support personnel. He noted that **well over 100 individuals** work behind the scenes on each production, with many more contributing throughout the season as multiple productions rotate in repertory.

Superintendent Jensen observed that the audience sees only the finished performance, while months of planning, design, construction, rehearsals, coordination, and technical preparation occur long before opening night. He remarked that every role, whether visible or behind the scenes, is essential to the overall success of the production.

Drawing a parallel to Timpanogos School District, Superintendent Jensen stated that establishing a new school district is much the same. While the Board and district leadership are often the most visible, countless employees, administrators, teachers, support staff, committee members, and community volunteers are working diligently behind the scenes to build the systems, processes, and relationships necessary for a successful district. He expressed his sincere appreciation for the dedication, professionalism, and collaborative efforts of everyone involved, noting that their collective work is laying the foundation for a district that will serve students and families for many years to come. He thanked all those contributing to the district's success, whether their efforts are seen publicly or take place behind the scenes.

**BOARD MEMBER REPORTS, INFORMATION ITEMS & COMMENTS**

**Board Member Smith** expressed appreciation for the tremendous amount of work being completed by district administration and staff. He commented that the Board continues making thoughtful progress and emphasized the importance of taking adequate time to review information before making decisions that will have long-term impacts on students, employees, and the community. He stated that careful planning today will help establish a strong foundation for the district's future.

**Board Member Rex** thanked district employees, committee members, and community participants who contributed their time throughout the district's planning process. She encouraged continued public participation during the upcoming boundary and grade configuration studies, emphasizing that community feedback is essential to making well-informed decisions. She expressed confidence that the Board's collaborative approach will ultimately benefit students and families.

**Vice President Hilton** reflected on the respectful dialogue that occurred throughout the meeting and thanked community members for sharing their perspectives in a thoughtful and constructive manner. He reiterated that the Board remains committed to carefully evaluating all available information before making major decisions and emphasized that no conclusions have been reached regarding several of the issues currently under study. He encouraged residents to remain engaged throughout the process and expressed confidence that the Board will continue acting in the district's best interest.

**President Lyman** thanked everyone who attended the meeting and acknowledged the significant amount of work that continues behind the scenes as the district prepares for full operations. She emphasized that establishing a new school district requires patience, collaboration, and open communication. She encouraged community members to continue attending Board meetings, participating in public comment opportunities, and communicating directly with Board members as the district continues to grow. President Lyman expressed appreciation for the partnership between the Board, administration, employees, and the community and reaffirmed the Board's commitment to transparency throughout the decision-making process.

**Board Member Wilson** expressed appreciation for the respectful discussions that have taken place throughout the district's planning efforts. She acknowledged the many individuals serving on committees, attending focus groups, and providing feedback to the Board. She emphasized the importance of continuing to listen carefully to diverse perspectives while remaining focused on what will best serve students and

**Board Member Fugal** thanked Superintendent Jensen, district leadership, and staff for the considerable work already accomplished in building the new district. He commented that although many important decisions remain ahead, he is encouraged by the progress being made and confident that the district is moving in a positive direction. He expressed appreciation for the collaborative spirit demonstrated by Board members and administration throughout the transition process.

**Board Member Sorensen** encouraged families and community members to continue participating in the district's public engagement opportunities, particularly the upcoming boundary and grade configuration meetings. She thanked those who have volunteered their time by serving on committees and attending focus groups and emphasized that public input will continue to be an important component of the Board's decision-making process. She concluded by expressing optimism for the future of Timpanogos School District and appreciation for the many individuals working together to ensure its success.

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**ADJOURNMENT**

**On motion by Board member Wilson and seconded by Vice President Hilton and the meeting adjourned at 7:34 PM. The board members who voted in favor were President Lyman, Guy Fugal, Grace Rex, David H. Smith, and Michele Sorensen.**

TIMPANOGOS
SCHOOL DISTRICT

***Add a District Motto***

## VISION

**Together, we** cultivate joyful, thriving students through high levels of genuine learning and belonging for each student in a culture of exceptional care, curiosity, and community.

**Ways to think about 'genuine learning'**

- Genuine learning is deep and authentic learning that an individual owns and understands which allows them to apply their learning in new and varied contexts.
- Genuine learning is comprised of intentionally developing knowledge (KNOW), skills (DO), and dispositions (BE). These include:

| KNOW | DO | BE |
|---|---|---|
| • Literacy<br>• Numeracy<br>• Subject-specific essential standards | • Critical thinking<br>• Collaboration<br>• Communication<br>• Creativity | **Character (inward)**<br>• Self-Mastery<br>• Confidence<br>• Resilience<br>• Persistence<br>**Citizenship (outward)**<br>• Empathy<br>• Responsibility<br>• Respect<br>• Honesty |

## VALUES

- We value student and educator safety and well-being.
- We value continuous learning and improvement.
- We value individual agency and community responsibility.
- We value collaboration and accountability.
- We value integrity and transparency.
- We value open communication that always assumes good will.
- We value the perspectives and experiences of students, educators, parents, and community members.

# A RESOLUTION AUTHORIZING THE PURCHASE OF APPROXIMATELY 1.348 ACRES OF REAL PROPERTY IN LINDON, UTAH

**WHEREAS,** the Board of Education of the Timpanogos School District recognizes the need to acquire property to support the long-term administrative and operational needs of the District; and

**WHEREAS**, the District has entered into a real estate purchase contract for approximately 1.348 acres of real property located in Lindon, Utah, at a purchase price of One Million Five Hundred Twenty Thousand Dollars ($1,520,000.00), subject to the terms and conditions set forth in the purchase agreement; and

**WHEREAS,** the Board finds that acquisition of the property is in the best interests of the District and will provide additional land for the future development of District purposes; and

**WHEREAS,** the Board intends to hereby approve the purchase of the property in accordance with applicable law, including Utah Code Ann. § 53G-4-405;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of the Timpanogos School District hereby authorizes the purchase of approximately **1.348 acres of real property in Lindon, Utah**, for a purchase price of **$1,520,000.00**, pursuant to the terms and conditions of the existing purchase contract.

**BE IT FURTHER RESOLVED** that the Superintendent, Business Administrator, legal counsel, and any other designee of the Superintendent are hereby authorized to execute any additional documents, complete all due diligence, satisfy the conditions of the purchase contract, and take all actions necessary to close the transaction and take possession of the property on behalf of the District.

**BE IT FURTHER RESOLVED** that the property shall be acquired for the future development of District purposes as determined by the Board of Education.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its adoption.

## APPROVAL

**ADOPTED** this _____ day of ___________________, 2026.

The foregoing Resolution was introduced by Board Member ______________________, seconded by Board Member ________________________, and upon being put to a vote, the results were as follows:

| Board Member | Vote | Board Member | Vote |
|---|---|---|---|
| Jen Lyman, President | ☐ AYE ☐ NAY | Grace Rex | ☐ AYE ☐ NAY |
| Sterling Hilton, Vice President | ☐ AYE ☐ NAY | Michele Sorensen | ☐ AYE ☐ NAY |
| Guy Fugal | ☐ AYE ☐ NAY | Ada Wilson | ☐ AYE ☐ NAY |
| David H. Smith | ☐ AYE ☐ NAY | | |

**The motion was: ☐ PASSED ☐ FAILED**

**Jen Lyman, President**, __________________________________________________

ATTEST: Karen Carter: __________________________________________________
Executive Assistant to the Board

UTAH ASSOCIATION OF REALTORS® REALTOR®

# REAL ESTATE PURCHASE CONTRACT FOR LAND

EQUAL HOUSING OPPORTUNITY

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

**EARNEST MONEY DEPOSIT**

On this 06/19/2026 ("Offer Reference Date") Timpanogos School District ("Buyer") offers to purchase from INTERMOUNTAIN FIREPLACE STORE LLC ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $ 15,000.00 in the form of Wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

**OFFER TO PURCHASE**

**1. PROPERTY:** 460 N STATE
also described as: ____
City of Lindon County of Utah, State of Utah, Zip 84042 Tax ID No. 14:068:0263 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1 and 1.3.

**1.1 Included Items (specify)** Na

**1.2 Excluded Items (specify)** Na

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

**2. PURCHASE PRICE.** The Purchase Price for the Property is $ 1,520,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$ 15,000.00 **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.

$____ **(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

$____ **(c) Seller Financing** (see attached Seller Financing Addendum)

$ 1,505,000.00 **(d) Balance of Purchase Price in Cash at Settlement**

$ 1,520,000.00 **PURCHASE PRICE. Total of lines (a) through (d)**

**3. SETTLEMENT AND CLOSING.**

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

**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

**3.3 Possession.** Seller shall deliver physical possession of the Property to Buyer as follows: [✔] **Upon Recording**; [ ] ____**Hours after Recording;** [ ] ___ **Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 3.3 shall survive Closing.

**4. PRORATIONS/ ASSESSMENTS/ OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

**4.2 Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [✓] Other (explain)** ______________________________ The provisions of this Section 4.2 shall survive Closing.

**4.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[✓] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)** ______________________________ The provisions of this Section 4.3 shall survive Closing.

**4.4 Fees/Costs/Payment Obligations.**

**(a) Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.4(a) shall survive Closing.

**(b) Rental Deposits/Prepaid Rents.** Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.4(b) shall survive Closing.

**(c) Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.4(c) shall survive Closing.

**(d) HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOAs, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [✓] Other (explain)** Na ______________________________. The provisions of this Section 4.4(d) shall survive Closing

**(e) Real Estate Brokerage Compensation.** Seller and Buyer agree that Seller shall contribute 3 **%** of the Purchase Price to Buyer's Brokerage or **$**________ to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer-broker agreement. The provisions of this Section 4.4(e) shall survive Closing.

**(f) Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.4(f) shall survive Closing.

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

Seller's Agent ______________________________, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Seller's Brokerage______________________________, represents **[ ] Seller[ ] both Buyer and Seller as a Limited Agent;**

Buyer's Agent Richard Kemp, represents **[✓] Buyer [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Brokerage BERKSHIRE HATHAWAY HOMESERVICES ELITE REAL ESTATE, represents **[✓] Buyer [ ] both Buyer and Seller as a Limited Agent.**

**6. TITLE & TITLE INSURANCE.**

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

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

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

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify) ____________________________________________________________

**8. BUYER'S CONDITIONS OF PURCHASE.**

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

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

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

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

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

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

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

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

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

**(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.2 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

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

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

**10. AS-IS CONDITION OF PROPERTY.**

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

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

**11. FINAL PRE-SETTLEMENT INSPECTION.**

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

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

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

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

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

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

**16. DEFAULT.**

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

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

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

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

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

**20. INSURANCE & RISK OF LOSS.**

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

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

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

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

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

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

| | | |
|---|---|---|
| **(a) Seller Disclosure Deadline** | 06/22/2026 | (Date) |
| **(b) Due Diligence Deadline** | 07/23/2026 | (Date) |
| **(c) Financing & Appraisal Deadline** | | (Date) |
| **(d) Settlement Deadline** | 08/11/2026 | (Date) |

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 1:00 [ ] **AM** [✔] **PM** Mountain Time on 06/23/2026 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Jason Sundberg 06/19/2026
(Buyer's Signature) (Date)

(Buyer's Signature) (Date)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

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

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

[ ] **REJECTION:** Seller rejects the foregoing offer.

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

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