



PLANNING COMMISSION

Tuesday, September 08, 2026, at 7:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
- **YouTube Live** – Some public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://www.youtube.com/@santaquincity> or by searching for Santaquin City Channel on YouTube.

ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

AGENDA

WELCOME

INVOCATION/INSPIRATIONAL THOUGHT

PLEDGE OF ALLEGIANCE

ORDER OF AGENDA ITEMS

PUBLIC FORUM

DISCUSSION & POSSIBLE ACTION

1. [PUBLIC HEARING: Restricting Bulk Fuel Storage in Residential Zones](#)
2. [PUBLIC HEARING: Detached Additional Dwelling Units](#)
3. [PUBLIC HEARING: Wilson Development Agreement](#)
4. [Santaquin City Property and Salisbury Development Proposal](#)
5. [Meeting Minutes Approval - August 25, 2026](#)

STAFF REPORTS

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda may be found at www.santaquin.gov, in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

BY:

A handwritten signature in blue ink, appearing to read 'Stephanie Christensen', is displayed within a light gray rectangular box.

Stephanie Christensen, City Recorder

MEMO



To: Planning Commission

From: Aspen Elmer, Planner

Date: September 4, 2026

RE: **Code Amendment Regulating Bulk Fuel Storage in Residential Zones**

At its July 28, 2026, meeting, the Planning Commission considered a proposed code amendment restricting the storage of greater than 150 gallons of fuel in residential zoning districts. Following a public hearing, the Planning Commission recommended approval of the proposed amendment to the City Council.

Following the July 28 meeting, staff determined that bulk fuel storage should be defined and established as a distinct land use within the City's land-use tables. A revised amendment was presented at a second public hearing on August 25, 2026. Following that hearing, the Planning Commission directed staff to narrow the amendment to prohibit bulk fuel storage conducted as part of a home occupation and commercial bulk fuel storage in residential zoning districts, while allowing bulk fuel storage accessory to lawfully established agricultural operations.

Staff revised the amendment consistent with that direction. The ordinance establishes definitions for "Bulk Fuel Storage," and "Bulk Fuel Storage, Agricultural." It prohibits bulk fuel storage conducted as part of a home occupation and designates commercial bulk fuel storage as a prohibited use in residential zoning districts. Agricultural bulk fuel storage is permitted when it is accessory and incidental to a lawfully established agricultural operation. The general definition applies when the combined capacity of the tanks or containers on a single parcel exceeds 150 gallons.

The proposed amendment affects the following provisions of the Santaquin City Code:

- SCC § 10.08.020, Definitions;
- SCC § 10.40.070, Home Occupations; and
- SCC § 10.20.070, 10.20.080, 10.20.090, 10.20.100, 10.20.110, 10.20.150, 10.20.190, and 10.20.220, Residential zoning districts.

The attached draft ordinance contains the proposed code amendments. Public hearings concerning the proposal were held on July 28 and August 25, 2026. The Planning Commission should consider the revised amendment and forward a recommendation to the City Council.

Motion: "I move to recommend that the City Council [approve/deny] the proposed code amendment defining 'Bulk Fuel Storage' and 'Bulk Fuel Storage, Agricultural'; prohibiting bulk fuel storage as a commercial land use or home occupation in residential zoning districts; and permitting bulk fuel storage accessory to a lawfully established agricultural operation on residentially zoned property."

ORDINANCE NO. **DRAFT**

AN ORDINANCE OF SANTAQUIN CITY, UTAH, AMENDING THE SANTAQUIN CITY CODE TO ESTABLISH BULK FUEL STORAGE DEFINITIONS; PROHIBIT BULK FUEL STORAGE AS A HOME OCCUPATION IN RESIDENTIAL ZONING DISTRICTS; PERMIT BULK FUEL STORAGE ACCESSORY TO A LAWFULLY ESTABLISHED AGRICULTURAL OPERATION ON RESIDENTIALLY ZONED PROPERTY; AND PROVIDE FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Santaquin is a fourth-class city of the state of Utah; and

WHEREAS, the City Council has specific authority pursuant to Title 10, Chapter 20 Utah Code Ann. (1953 as amended) to adopt a zoning plan including an ordinance and map which divide the municipality into districts or zones and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures and the uses of land; and

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the city to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e. providing for the public safety, health, morals, and welfare; and

WHEREAS, the City Council desires to amend Santaquin City Code Sections 10.08.020, 10.40.070, 10.20.070, 10.20.080, 10.20.090, 10.20.100, 10.20.110, 10.20.150, 10.20.190, and 10.20.220 to establish definitions for bulk fuel storage; prohibit bulk fuel storage conducted as a home occupation in residential zoning districts; and permit bulk fuel storage accessory to a lawfully established agricultural operation on residentially zoned property; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on July 28, 2026 and August 25, 2026, which hearings were preceded by the posting of public notices in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing and follow up discussion on September 8, 2026, the Santaquin City Planning Commission forwarded a recommendation to the City Council on September 15, 2026;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, as follows:

Section I. Amendments

Title 10 Chapter 08 Section 002 is amended to add “Bulk Fuel Storage” and “Bulk Fuel Storage, Agricultural” terms and definitions as follows: (underlined text is added, stricken text is deleted)

Bulk Fuel Storage: The storage of gasoline, diesel fuel, kerosene, or other liquid fuel in one or more tanks or containers having a combined capacity greater than 150 gallons on a single parcel. Bulk Fuel Storage does not include fuel contained within the factory-installed tank of an operable motor vehicle or equipment.

Bulk Fuel Storage, Agricultural: Bulk Fuel Storage that is accessory and incidental to a lawfully established agricultural operation conducted on the property. Fuel stored under this provision shall be used solely to operate vehicles, machinery, or equipment used in that agricultural operation and shall not be offered for sale or distributed for use outside the agricultural operation. All storage shall comply with applicable fire, building, and environmental requirements.

Title 10 Chapter 40 Section 070 is amended as follows: (underlined text is added, stricken text is deleted)

10.40.070 PROHIBITED HOME OCCUPATIONS

The following uses, by the nature of the occupation, substantially impair the use and value of residentially zoned areas for residential purposes and are therefore prohibited:

- A. Mortuaries, crematoriums, columbaria, mausoleums.
- B. Clinics, dental offices, medical offices, chiropractic offices, or other healthcare facilities.
- C. Junkyards, auto wrecking yards, salvage yards, impound lots, or vehicle towing operations.
- D. Storage, service, repair, sales or rental of ambulances, tow trucks, recreational vehicles, watercraft, automobiles, ATVs, or other motorized vehicles.
- E. Food or drink preparation, storage or catering which is not permitted by an appropriate state or county department or agency.
- F. Fitness or health spa facility.
- G. Auto body repair, motor vehicle repair.
- H. Any home occupation which entails the use of chemicals exceeding typical household quantities, pesticides and flammable/combustible materials, and including any other process or business where current, adopted building and fire codes would require an "operational permit".
- I. Any home occupation unable to comply with the standards outlined in SCC 10.40.040. (Ord. 08-01-2006, 8-17-2006, eff. 8-17-2006)
- J. Bulk fuel storage conducted as part of a home occupation.

Title 10 Chapter 20 Section 070 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.070 R-8 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective of establishing the R-8 Residential Zone is to provide a residential environment within the City which is characterized by smaller lots and somewhat more dense residential development than is characteristic of the R-10 Zone. Nevertheless, this zone is characterized by spacious

yards and other residential amenities adequate to maintain desirable residential conditions. The uses permitted in this zone shall be single-family dwellings and certain other public facilities needed to promote and maintain stable residential neighborhoods. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-8 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-8 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-8
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility - large	C
Assisted living facility - small in accordance with SCC 10.24.060	P/C
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P

Child daycare centers	C
Crisis respite	C
Dwelling, accessory unit attached	P
Dwelling, accessory unit detached	P
Dwelling, multiple-unit	N
Dwelling, single-family detached	P
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-8 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Home occupations, in accordance with SCC 10.40	P/C
Large scale developments	C
Parks	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	C
Social or reception centers	C

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(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 080 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.080 R-10 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective in establishing the R-10 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by smaller to medium sized lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone. The uses permitted in this zone shall be single-family dwellings and certain other public facilities needed to promote and maintain stable residential neighborhoods. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-10 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-10 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-10
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C

Agritourism	C
Assisted living facility - large	C
Assisted living facility - small	P/C
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Dwelling, accessory unit attached	P
Dwelling, accessory unit detached	P
Dwellings, single-family detached	P
Golf courses and golf clubhouses (private and public)	
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-10 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	P
Home occupations, in accordance with SCC 10.40	C
Large scale developments	P/C
Parks	C
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	P

Religious center	N
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	P
Telecommunications sites. See SCC 10.16.340 paragraph D	C
Temporary uses, subject to the provisions of SCC 10.16.300	
Treatment facility	P
	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 090 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.090 R-12 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objectives of establishing the R-12 Residential Zone are to encourage the creation and maintenance of residential areas within the City which are characterized by medium sized lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone.

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-10 Zone.
(Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-12 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-12
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility - large	C
Assisted living facility - small	P/C
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-12 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C

Home occupations, in accordance with SCC 10.40	P/C
Large scale developments	C
Parks	P
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	C
Single-family dwellings and related accessory uses	P
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facility	N
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facility	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 100 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.100 R-15 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objectives of establishing the R-15 Residential Zone are to encourage the creation and maintenance of residential areas within the City which are characterized by medium sized lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone.

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-15 Zone.
(Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-15 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-15
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility - large	C
Assisted living facility - small	P/C

Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Dwelling, accessory unit attached	P
Dwelling, accessory unit detached	P
Dwellings, single-family detached	P
Golf courses and golf clubhouses (private and public)	
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-15 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	P
Home occupations, in accordance with SCC 10.40	C
Large scale developments	P/C
Parks	C
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	P
Religious center	N
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P

Residential support facility	P
Schools	P
Sheltered workshop	P
Telecommunications sites. See SCC 10.16.340 paragraph D	C
Temporary uses, subject to the provisions of SCC 10.16.300	
Treatment facility	P
	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 110 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.100 R-20 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective of establishing the R-20 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by larger lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-20 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-20 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-20
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility - large	C
Assisted living facility - small	P/C
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Golf courses and golf clubhouses (private and public)	
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-20 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	P
Home occupations, in accordance with SCC 10.40	C
Large scale developments	P/C
Parks	C
Public and quasi-public buildings	P

Recreational vehicle (RV) parks	P
Religious center	N
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	P
Single-family dwellings and related accessory uses	C
Telecommunications sites. See SCC 10.16.340 paragraph D	P
Temporary uses, subject to the provisions of SCC 10.16.300	
Treatment facility	P
	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

10.20.150 RC RESIDENTIAL COMMERCIAL ZONE

- A. Objectives And Characteristics: The RC zone allows for a mixture of residential and commercial uses as permitted uses. The purpose of the RC zone is to provide for and encourage a mix of compatible land uses which offer opportunities to live, work, and shop. It also is to provide the opportunity for compatible commercial development while preserving residential uses. Goals of this zone include the efficient use of land, reduced reliance on the automobile, and creative opportunities for the economical preservation and adaptive reuse of existing structures. A mixture of residential, office, personal service, and retail shopping opportunities are encouraged within this zone. (Ord. 04-01-2003, 4-2-2003, eff.4-3-2003)

The RC zone is intended to provide a transition between residential and commercial areas. Uses should not conflict with the objectives and characteristics of either the R-8 or C-2 zone, or with the general plan. Bulk standards are intended to maintain a residential scale

of development. Development within the RC zone should have good access to collector streets. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: General land uses within the residential commercial zone shall complement the city's general plan for their respective areas. Those uses allowed in the RC zone are listed in the following matrix. Abbreviations and alphabetic use designations in the matrix have the following meanings:

Use	RC
Accessory apartments	P
Agribusiness	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	P
Agritourism	C
Alcohol dispensing establishment	C
Automotive service and repair	C
Automotive service station	C
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Cemeteries	P
Child daycare center	C
Commercial, recreation	P
Commercial, retail sales and service	P
Drive-in retail	P
Dwelling, accessory unit attached	P

Dwelling, accessory unit detached	N
Dwelling, caretaker	P
Dwelling, single-family detached	P
Dwellings, multiple-family, subject to SCC 10.16.060	P
Engraving, publishing, and printing	P
Furniture and appliance stores	P
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the RC Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Healthcare facility	C
Home occupations, subject to SCC 10.40	P/C
Hotels and motels	C
Institutions	P
Kennel, as a home occupation under SCC 10.40 and subject to animal licensing requirements in SCC 5	P/C
Kennel, as a stand alone commercial business, subject to animal licensing requirements in title 5 of this Code	P
Mobile home parks	N
Mortuary, funeral home	P
Parking lot	P
Parks	P

Pawnshops	C
Professional office or financial services	P
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60 and the Utah Code § 10-9-605	P
Residential facilities for the elderly pursuant to SCC 10.56 and the Utah Code § 10-9-502	P
Schools	P
Seasonal businesses on properties of a commercial use and subject to the provisions of SCC 10.16.300	P
Seasonal businesses on properties of a residential use and subject to the provisions of SCC 10.16.300	C
Stone and monument sales	P
Storage unit facilities	P
Taxidermy shops	P
Telecommunications sites subject to SCC 10.16.340	P/C
Theaters	C
Tire recapping	C
Veterinarian services	P
Wedding chapel	P
Wholesale stores	P

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(Ord. 5-03-2015, 6-3-2015, eff. 6-4-2015; amd. Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

10.20.190 MAIN STREET BUSINESS DISTRICTS ZONE

1. Definition, Objectives And Characteristics: The Main Street Business Districts Zone consists of the Central Business District (CBD), the Main Street Commercial District (MSC), and the Main Street Residential District (MSR). The objective of the Main Street Business Districts Zone (district) is to create a mixed use shopping and financial center for the City and surrounding territory which is often characterized as "the center of town". The intensity of uses within this area should increase with proximity to the intersection of Center Street and Main Street. Though this district is applied to areas which have developed as "strip commercial", it shall not be used to promote or establish areas in which such development can be promulgated or encouraged.

Developments on the southern half of the blocks between Main Street and 100 South or the northern half of the blocks between Main Street and 100 North should complement the businesses facing Main Street. These developments may include professional services, offices, mixed use developments and multi-family residential.

Characteristics of the district should include:

1. A mixed use shopping and financial center for Santaquin and surrounding territory; and
 2. Business interests should be balanced with the interests of adjacent neighborhoods; and
 3. The integrity and viability of the adjacent residential neighborhoods will be maintained while expanding development opportunities by permitting multifamily residential uses within the district when combined with commercial uses (mixed use); and
 4. The Main Street corridor's significance to the region and area history will be preserved and highlighted through site and building design; and
 5. The district will demonstrate and promote appropriate urban scale, walkability, pedestrian orientation, business viability and success, streetscape, community character, and the limiting of negative effects on adjacent residential properties.

(Ord. 08-02-2008, 8-20-2008, eff. 8-21-2008)
2. Permitted Uses: General land uses within the Main Street Business Districts shall complement the Main Street overlay map found in the economic element of the City's General Plan.

Abbreviations and alphabetic use designations in the matrix and throughout this chapter have the following meanings:

CBD	The area represented as the Central Business District.
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MSC	The area represented as the Main Street Commercial District.
MSR	The area represented as the Main Street Residential District .
P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
A	The listed use is only permitted as an accessory use within the represented area.
N	The listed use is a prohibited use within the represented area.

3. (Ord. 08-02-2008, 8-20-2008, eff. 8-21-2008)

Use	CBD	MSC	MSR
Accessory building	A	A	A
Adult daycare	N	P	P
Alcoholic beverage class A Establishment	P	P	N
Alcoholic beverage class B Establishment	C	C	N
Alcoholic beverage class C Establishment	P	C	N
Alcoholic beverage class D Establishment	P	P	N
Alcoholic beverage class E Establishment	N	C	N
Arcade	A	A	N
Art gallery	P	P	P
Automotive car wash service	N	P	N
Automotive service and repair	N	P	N
Automotive service station	C	P	N
Bakery, commercial	C	P	C
Bed and breakfast home	N	C	P
Brewpub	P	C	N
Commercial, ancillary	P	P	P
Commercial, convenience store	C	P	N
Commercial, cosmetology	P	P	P
Commercial, heavy	N	N	N
Commercial, recreation	P	P	C
Commercial, retail sales and services	P	P	N

Conference and convention facility	C	N	N
Dance hall, discotheque	C	C	N
Daycare center	A	P	C
Drive-in retail	N	P	N
Dwelling, Accessory Unit Attached	N	N	A
Dwelling, Accessory Unit Detached	N	N	A
Dwelling, Bachelor	N	N	P
Dwelling, Bunkhouse	N	N	A
Dwelling, caretaker	N	N	A
Dwelling, multiple-family	C	C	C
Dwelling, single-family detached	N	N	P
Feedlot	N	N	N
Bulk Fuel Storage, Commercial	N	P	N
Healthcare facility, assisted living facilities	N	P	P
Hotel	P	P	C
Impound Yard	N	N	N
Institutions	P	P	P
Junkyard	N	N	N
Mixed use development	C	C	C
Mobile Home Park	N	N	N
Mortuary, funeral home	N	P	C
Park	P	P	P
Parking lot	N	P	P
Permanent makeup establishment	P	P	P
Private club	P	C	N
Professional office or financial services	P	P	P
Public buildings	P	P	P
Recreational vehicle court (RV parks)	N	N	N
Religious center	P	P	P
Residential facility for persons with a disability See 10.60	N	N	P
Residential facility for the elderly See 10.56	N	N	P
Residential support facility	N	N	C
Restaurant	P	P	C

Restaurant, drive-through	N	P	N
School, commercial	P	P	C
School, public or quasi-public	C	C	C
Sexually oriented business See 3.24	N	N	N
Slaughterhouse	N	N	N
Social or reception center	P	C	C
Storage Units Facilities	N	N	N
Street vendors	P	P	N
Tattoo parlor	C	P	N
Temporary Uses See 10.16.300	C	P	N
Telecommunications sites. See SCC 10.16.340 paragraph D			
Tobacco specialty shop in accordance with Utah State Code	P	C	N
Transitional treatment home - large	N	N	C
Transitional treatment home - small	N	N	C
Truck stop	N	N	N
Veterinary hospital, large animal	N	N	N
Veterinary hospital, small animal	N	P	C
Wedding chapels	P	P	C

4. (Ord. 09-01-2007, 9-5-2007, eff. 9-7-2007; amd. Ord. 08-02-2008, 8-20-2008, eff. 8-21-2008; Ord. 02-01-2010, 2-17-2010, eff. 2-18-2010; Ord. 07-02-2010, 7-21-2010; Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 07-01-2016, 7-6-2016, eff. 7-7-2016; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

10.20.220 R-43 RESIDENTIAL ZONE

- Objectives And Characteristics: The objective of establishing the R-43 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by large lots on which detached single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. This zone is established to help transition between agricultural areas of the City and those areas of higher intensity uses. It is also intended to be used to regulate development densities in areas that are determined to have geologic hazards or constraints or where the City has determined needs for increased open spaces or land preservation. (Ord. 06-01-2011, 6-1-2011, eff. 6-2-2011)
- Permitted Uses: Land uses in the R-43 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
---	--

C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-43
Accessory building	P
Accessory building without dwelling structure	N
Agribusiness	N
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility – large	N
Assisted living facility - small	P/C
Bed and breakfast homes	N
Boarding facility	N
Dwelling, caretaker	N
Dwelling, guest cottage	N
Dwelling, single-family detached	P
Bulk Fuel Storage, Agricultural	P
Bulk Fuel Storage, Commercial	N
Gravel, sand, earth extraction, and mass grading	N
Home occupations, in accordance with SCC 10.40	P/C
Institutions	N
Public park, private park or playground	P

Public safety buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facility for persons with a disability	P
Residential facility for the elderly	P
Residential support facility	P
School, public or quasi-public	C
Sheltered workshop	C
Social or reception center	N
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facilities	N

3. (Ord. 06-01-2011, 6-1-2011, eff. 6-2-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is

accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, September 16, 2026. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 15th day of September 2026.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Travis Keel	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Brian Del Rosario	Voted	___

ATTEST:

Stephanie Christensen, City Recorder

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 15th day of September 2026, entitled

AN ORDINANCE OF SANTAQUIN CITY, UTAH, AMENDING THE SANTAQUIN CITY CODE TO ESTABLISH BULK FUEL STORAGE DEFINITIONS; PROHIBIT BULK FUEL STORAGE AS A HOME OCCUPATION IN RESIDENTIAL ZONING DISTRICTS; PERMIT BULK FUEL STORAGE ACCESSORY TO A LAWFULLY ESTABLISHED AGRICULTURAL OPERATION ON RESIDENTIALLY ZONED PROPERTY; AND PROVIDE FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 15th day of September 2026.

 Stephanie Christensen
 Santaquin City Recorder
 (SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.gov, at the City Hall Building at 110 S. Center Street and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

 STEPHANIE CHRISTENSEN
 Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2026,
 by STEPHANIE CHRISTENSEN.
 My Commission Expires: _____

MEMO



To: Planning Commission

From: Aspen Elmer, Planner

Date: September 4, 2026

RE: Code Amendment To Permit Detached ADUs in all Residential Zones

SUMMARY

Utah Senate Bill 284 enacted Utah Code Section 10-21-304, effective October 1, 2026. The statute requires Santaquin City to permit a detached accessory dwelling unit (DADU) on any lot or parcel that is at least 11,000 square feet, contains a single-family dwelling, and allows the single-family dwelling as a permitted use. The proposed amendment updates the City's general DADU standards, adds DADUs as permitted uses in the affected zoning tables, and revises off-street parking requirements to comply with the statutory limits.

BACKGROUND

Santaquin currently permits DADUs in the Main Street Residential District and the R-8, R-10, and R-15 Residential Zones which will not change. Utah Code Section 10-21-304 expands the minimum statewide requirement by directing specified municipalities, including Santaquin, to permit a DADU on every qualifying lot or parcel where a single-family dwelling is a permitted use. The state requirement applies based on the size and permitted use of each lot or parcel, rather than the zoning district's name or minimum lot-size requirement. Preserving existing DADU eligibility is important while bringing the City Code into compliance with state law. As drafted, the proposed amendments accomplish both objectives.

PROPOSED CITY CODE AMENDMENTS

The draft ordinance amends the following provisions of Title 10 of the Santaquin City Code:

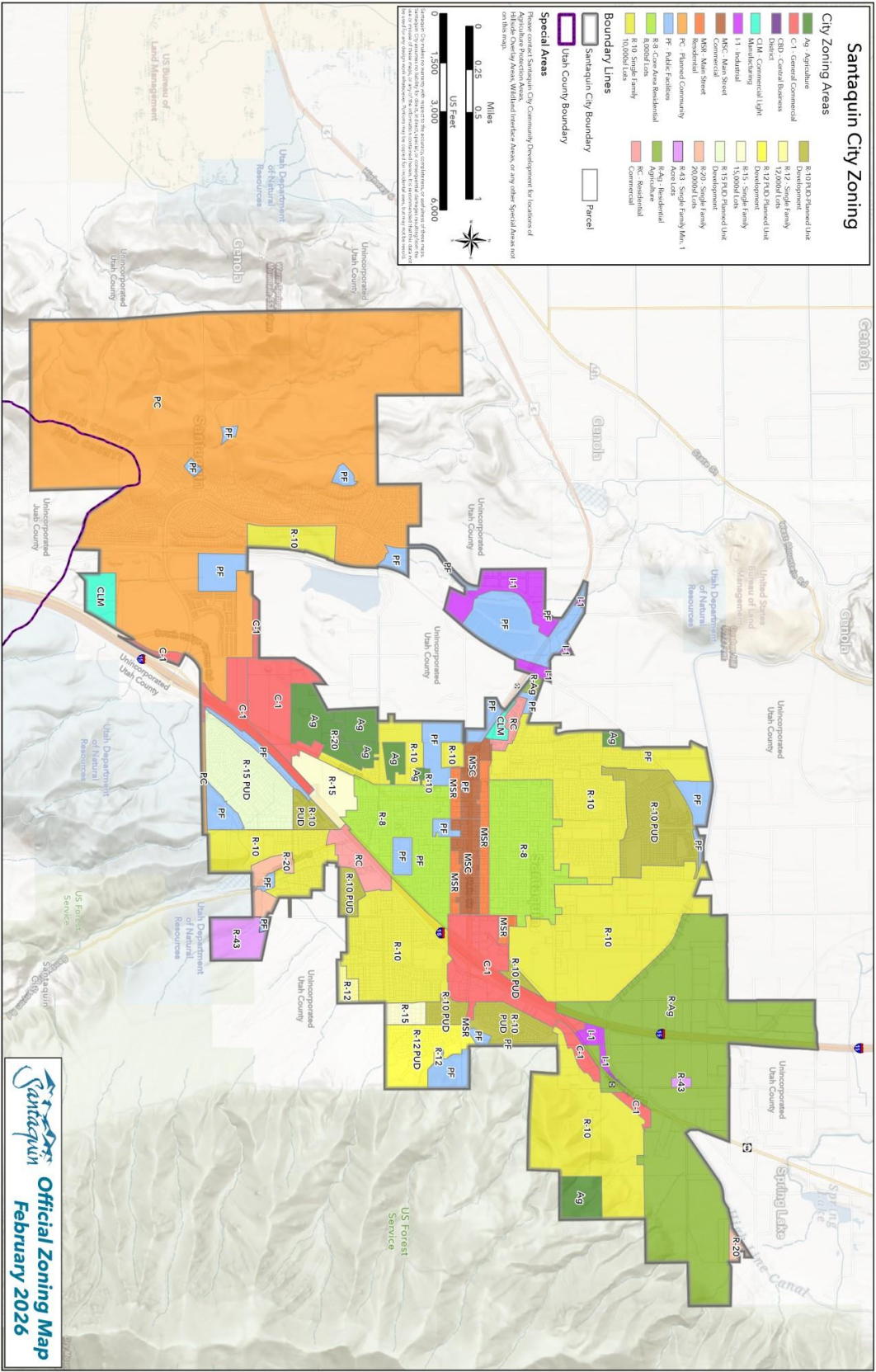
- SCC 10.16.080 - Accessory Dwelling Units: Replaces the zone-based DADU eligibility language with the state standard for qualifying lots or parcels and establishes size-based off-street parking requirements.
- SCC 10.20.090: Adds DADUs as a permitted use in the R-12 Residential Zone.
- SCC 10.20.110: Adds DADUs as a permitted use in the R-20 Residential Zone.
- SCC 10.20.150: Adds DADUs as a permitted use in the RC Residential Commercial Zone.
- SCC 10.20.210: Adds DADUs as a permitted use in both the Agriculture Zone (Ag) and the Residential Agriculture Zone (R-Ag).
- SCC 10.20.220: Adds DADUs as a permitted use in the R-43 Residential Zone.

RECOMMENDED MOTION

"Motion to recommend [approval/denial] to the City Council of the proposed code amendments permitting detached accessory dwelling units on qualifying lots or parcels and updating related off-street parking requirements"

Attachments:

1. Proposed Ordinance



ORDINANCE NO. DRAFT

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO PERMIT DETACHED ACCESSORY DWELLING UNITS ON LOTS OR PARCELS OF AT LEAST 11,000 SQUARE FEET THAT CONTAIN A SINGLE-FAMILY DWELLING, IF THE SINGLE-FAMILY DWELLING IS A PERMITTED USE ON THE LOT OR PARCEL; TO ESTABLISH SIZE-BASED OFF-STREET PARKING REQUIREMENTS FOR DETACHED ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Santaquin is a fourth-class city of the state of Utah; and

WHEREAS, the City Council has specific authority pursuant to Title 10, Chapter 20 Utah Code Ann. (1953 as amended) to adopt a zoning plan including an ordinance and map which divide the municipality into districts or zones and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures and the uses of land; and

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the city to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e. providing for the public safety, health, morals, and welfare; and

WHEREAS, the City Council desires to amend Title 10 of the Santaquin City Code, specifically Sections 10.16.080, 10.20.090, 10.20.110, 10.20.150, 10.20.210, and 10.20.220, to permit detached accessory dwelling units on qualifying lots or parcels within the R-12 Residential Zone, R-20 Residential Zone, RC Residential Commercial Zone, Agriculture Zone (Ag), Residential Agriculture Zone (R-Ag), and R-43 Residential Zone, and to update related off-street parking requirements to comply with Senate Bill 284 which becomes effective October 1st, 2026; and

WHEREAS, the City Council hereby implements one of their strategies in the Moderate-Income Housing Plan, as required by Utah Code Annotated 10-21-201, in order address the need for moderate income housing within Santaquin City; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on July 28, 2026 and September 8, 2026, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, as follows:

Section I. Amendments

Title 10 Chapter 16 Section 080 is amended as follows: (underlined text is added, stricken text is deleted)

10.16.080 ACCESSORY DWELLING UNITS

- C. Detached Accessory Dwelling Units (~~i.e., Cottages, Casitas~~): A detached accessory dwelling units shall be permitted ~~allowed~~ in the Main Street Residential (MSR) area of the Main Street Business District zone, the Residential R-8 zone, the Residential R-10 zone and on any lot or parcel in other zones where a single-family dwelling is a permitted use in the zone, and the lot contains a single-family dwelling, and the lot or parcel is 11,000 square feet or larger. ~~and the Residential R-15 zone~~, subject to the following criteria:
1. Location: Detached accessory dwelling units shall only be allowed in the rear yard of a single-family dwelling. Detached accessory dwelling units cannot be subdivided from the primary dwelling and cannot be sold separately from the primary dwelling. Either the primary dwelling or the detached accessory dwelling unit need to be owner occupied. Detached accessory dwelling units cannot be leased for a term longer than 2 years without a renewal agreement.
 2. Size and Setbacks: The maximum footprint of a detached accessory dwelling unit shall be 800 square feet. The maximum square footage of a detached accessory dwelling unit shall be 1,600 square feet. The maximum height of a detached accessory dwelling unit shall not exceed the height of the primary dwelling unit or 24 feet, whichever is less. The setbacks of a detached accessory dwelling unit shall be at least 12 feet from the primary dwelling and 10 feet from the side and rear property lines.
 3. Foundation: Detached accessory dwelling units shall be on a permanent foundation. Recreational vehicles and mobile homes shall not be considered detached accessory dwelling units.
 4. Design: The architectural style and color of a detached accessory dwelling unit shall be compatible with the primary dwelling ~~and approved by the Zoning Administrator.~~
 5. Garages: Accessory dwelling units which are connected to a detached garage, together, shall not exceed a height of 24 feet regardless of the height of the primary dwelling. The maximum square footage of an accessory dwelling unit, inclusive of the garage area, shall be 1,600 square feet. A carport will not be counted towards the square footage of the accessory dwelling unit, but it must meet the setback requirements in Subsection C2 of this section.
 6. Parking: ~~Any property containing a detached accessory dwelling unit shall provide two off-street parking spaces for residents of the unit.~~
 - a. At least two off-street parking spaces shall be provided for a detached accessory dwelling unit that is 650 square feet or larger.

- b. At least one off-street parking space shall be provided for a detached accessory dwelling unit that is less than 650 square feet.
 - c. Tandem parking spaces shall not count towards satisfying the parking requirements of this subsection. ~~Tandem parking will not qualify as approved parking.~~
- 7. Utility Meters: A single-family dwelling with a detached accessory dwelling unit may have up to two (2) meters for each water and pressurized irrigation service.
- 8. Trash: Each detached accessory dwelling unit shall have their own trash can.
- 9. Building, Fire and Health Code: All construction and remodeling shall comply with building, fire, and health codes in effect at the time of construction or remodeling.
- 10. Construction And Remodeling: Any person constructing, causing the construction of a residence that has a detached accessory dwelling unit, remodeling, or causing the remodeling of a residence for a detached accessory dwelling unit, or any person desiring a detached accessory dwelling unit shall obtain a building permit from the city of Santaquin. Before a permit may be issued, the applicant shall:
 - a. Submit a site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters.
 - b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.
 - c. Pay fees in accordance with the city of Santaquin resolution establishing fees and charges.
- 11. Prior Uses: For preexisting detached accessory dwelling units, a permit for the detached accessory dwelling unit shall be required, in addition to any permit required for the work to be done, at such time that construction, remodeling, or change of use occurs to the structure in which the detached accessory dwelling unit is located. The city building official shall issue a permit for any such detached accessory dwelling unit prior to construction, remodeling, or change of use and upon finding compliance with the uniform building code and the following conditions:
 - a. The detached accessory dwelling unit is in compliance with the zoning ordinance, and
 - b. A building permit was issued when the unit was constructed or remodeled. If no building permit was issued at the time of construction or remodeling, the applicant shall pay an inspection fee and the chief building official (CBO) or designee shall inspect the unit for life safety violations. All violations identified by the CBO shall be corrected before a permit may be issued.

Title 10 Chapter 20 Section 090 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.090 R-12 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objectives of establishing the R-12 Residential Zone are to encourage the creation and maintenance of residential areas within the City which are characterized by medium sized lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone.

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-12 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-12 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-12
<u>Accessory Use</u>	<u>P</u>
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility - large	C

Assisted living facility - small	P/C
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Dwelling, accessory unit attached pursuant to SCC 10.16.080	P
Dwelling, accessory unit detached pursuant to SCC 10.16.080	P
Dwellings, single-family detached	P
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-12 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Home occupations, in accordance with SCC 10.40	P/C
Large scale developments	C
Parks	P
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P

Schools	P
Sheltered workshop	C
Single family dwellings and related accessory uses	P
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facility	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-17-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 110 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.110 R-20 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective of establishing the R-20 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by larger lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-20 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-20 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-20
Accessory Use	P
Adult daycare	C
Agriculture in accordance with SCC 10.64	P
Agritourism	C
Assisted living facility – large	C
Assisted living facility – small	P/C
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P
Child daycare centers	C
Dwelling, accessory unit attached pursuant to SCC 10.16.080	P
Dwelling, accessory unit detached pursuant to SCC 10.16.080	P
Dwellings, single-family detached	P
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-20 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Home occupations, in accordance with SCC 10.40	P/C
Large scale developments	C
Parks	P

Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	C
Single family dwellings and related accessory uses	P
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facility	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-17-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Title 10 Chapter 20 Section 150 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.150 RC RESIDENTIAL COMMERCIAL ZONE

- A. Objectives And Characteristics: The RC zone allows for a mixture of residential and commercial uses as permitted uses. The purpose of the RC zone is to provide for and encourage a mix of compatible land uses which offer opportunities to live, work, and shop. It also is to provide the opportunity for compatible commercial development while preserving residential uses. Goals of this zone include the efficient use of land, reduced reliance on the automobile, and creative opportunities for the economical preservation and adaptive reuse of existing structures. A mixture of residential, office, personal service, and retail shopping opportunities are encouraged within this zone. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

The RC zone is intended to provide a transition between residential and commercial areas. Uses should not conflict with the objectives and characteristics of either the R-8 or C-2 zone, or with the general plan. Bulk standards are intended to maintain a residential scale of development. Development within the RC zone should have good access to collector streets. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: General land uses within the residential commercial zone shall complement the city's general plan for their respective areas. Those uses allowed in the RC zone are listed in the following matrix. Abbreviations and alphabetic use designations in the matrix have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	RC
<u>Accessory Use</u>	<u>P</u>
Accessory apartments	P
Agribusiness	C
Agriculture in accordance with SCC 10.64	P
Agritourism	C
Alcohol dispensing establishment	C
Automotive service and repair	C
Automotive service station	C
Cemeteries	P
Child daycare centers	C
Commercial, recreation	P
Commercial, retail sales and service	P

Dwelling, accessory unit attached pursuant to SCC 10.16.080	P
Dwelling, accessory unit detached pursuant to SCC 10.16.080	N P
Dwelling, caretaker	P
Dwelling, single-family detached	P
Dwellings, multiple-family, subject to SCC 10.16.060	P
Engraving, publishing, and printing	P
Furniture and appliance stores	P
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the RC Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Healthcare facility	C
Home occupations, in accordance with SCC 10.40	P/C
Hotels and motels	C
Institutions	P
Kennel, as a home occupation under SCC 10.40 and subject to animal licensing requirements in SCC 5	P/C
Kennel, as a stand alone commercial business, subject to animal licensing requirements in title 5 of this Code	P
Mobile home parks	N
Mortuary, funeral home	P
Parking lot	P

Parks	P
Pawnshops	C
Professional office or financial services	P
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60 and the Utah Code § 10-9-605	P
Residential facilities for the elderly pursuant to SCC 10.56 and the Utah Code § 10-9-502	P
Residential support facility	P
Schools	P
Seasonal businesses on properties of a commercial use and subject to the provisions of SCC 10.16.300	P
Seasonal businesses on properties of a residential use and subject to the provisions of SCC 10.16.300	C
Stone and monument sales	P
Storage Unit facilities	P
Taxidermy shops	P
Telecommunications sites. See SCC 10.16.340	P/C
Theaters	C
Tire recapping	C
Veterinarian services	P

Wedding chapel	P
Wholesale stores	P

Title 10 Chapter 20 Section 210 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.210 AGRICULTURE ZONES

- A. Objectives And Characteristics: Santaquin recognizes agriculture lands and uses as viable and of paramount importance in maintaining the culture and identity of Santaquin. The city objectives in establishing agriculture zones include, but are not limited to, the following:
1. Buffering and protecting agricultural operations and lands from encroachment of urban development.
 2. Permitting uses that enable agricultural operations to function and remain viable in the area but which are incidental thereto and do not change the basic character of the district. These uses may include farm-based businesses to supplement farm income, e.g., experiential farming businesses (i.e., bed and breakfast inns, farm themed commercial uses similar to farmers' markets, pick your own fruit markets, etc.).
 3. Limiting those land uses and activities that could conflict with agricultural uses or adversely affect the long-term investment in the land and improvements in areas designated for farmland preservation.
 4. Creating public awareness of impacts associated with common agricultural practices and requirements that new development mitigate those impacts to and from the adjacent agriculture operations.
 5. Assuring that farm related housing can be adequately serviced by necessary utilities.
 6. Maintaining as much as possible the agricultural heritage of Santaquin City as further indicated by recognition of Santaquin as the Utah farming heritage district for the state of Utah. (Ord. 11-03-2008, 11-12-2008, eff. 11-13-2008)
- B. Agriculture Zones Established: The following agriculture zones are established within the city:
1. Agriculture Zone (Ag): The agriculture zone is established to highlight those agriculture operations and lands most suitable for agriculture operations within the city while allowing housing and other accessory uses necessary for such operations to remain viable. Development within this zone will be limited and only allowed where the above objectives and characteristics are furthered.
 2. Residential Agriculture Zone (R-Ag): The residential agriculture zone is established to allow limited development within and near agricultural operations which would allow property owners to develop a portion of their property while maintaining a rural and agrarian character in the city through clustering development, preserving open spaces and view corridors, and limiting infrastructure costs. (Ord. 11-03-2008, 11-12-2008, eff. 11-13-2008)

- C. Permitted Uses: General land uses within the agriculture zone shall complement agrarian uses on properties within this zone. All land uses and future development decisions should be based on the goals and policies of the city's general plan land use element.

Abbreviations and alphabetic use designations in the matrix have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	Ag	R-Ag
Accessory building	P	P
Accessory building without dwelling structure	P	N
Agribusiness	P	P
Agriculture in accordance with SCC 10.64	P	P
Agriculture building	P	P
Agritourism	C	C
Assisted living facility - large	N	C
Assisted living facility - small	N	P
Bed and breakfast homes	C	C
Boarding facility	P	C
Commercial, ancillary	P	C
Dwelling, caretaker	P	P

Dwelling, guest cottage	P	P
Dwelling, accessory unit attached pursuant to SCC 10.16.080	P	P
Dwelling, accessory unit detached pursuant to SCC 10.16.080	P	P
Dwelling, single-family detached	P	P
Feedlot	C	N
Gravel, sand, earth extraction, and mass grading	C	N
Home occupations, in accordance with SCC 10.40	P/C	P/C
Institutions	C	C
Outdoor youth program	C	C
Public or quasi-public buildings	C	C
Public park, private park or playground	P	P
Public safety buildings	P	P
Recreational vehicle (RV) parks	N	N
Religious center	P	P
Resident healthcare facility	N	C
Residential facility for persons with a disability	N	P
Residential facility for the elderly	N	P
Residential support facility	P	P
School, public or quasi-public	P	C
Seasonal businesses	P	P
Sexually oriented business	N	N
Sheltered workshop	N	C
Slaughterhouse	N	N

Social or reception center	C	C
Telecommunications sites. See SCC 10.16.340 paragraph D		
Treatment facility - large	N	N
Treatment facility - small	N	C
Veterinary hospital, large animal	P	P
Veterinary hospital, small animal	P	P

Title 10 Chapter 20 Section 220 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.220 R-43 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective of establishing the R-43 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by large lots on which detached single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. This zone is established to help transition between agricultural areas of the City and those areas of higher intensity uses. It is also intended to be used to regulate development densities in areas that are determined to have geologic hazards or constraints or where the City has determined needs for increased open spaces or land preservation. (Ord. 06-01-2011, 6-1-2011, eff. 6-2-2011)
- B. Permitted Uses: Land uses in the R-43 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-43
-----	------

<u>Accessory Use</u>	<u>P</u>
Accessory building	P
Accessory building without dwelling structure	N
Agribusiness	N
Agriculture in accordance with SCC 10.64	P
Agriculture building	C
Agritourism	C
Assisted living facility – large	N
Assisted living facility – small	P/C
Bed and breakfast homes	N
Boarding facility	N
Dwelling, caretaker	N
Dwelling, guest cottage	N
<u>Dwelling, accessory unit attached pursuant to SCC 10.16.080</u>	<u>P</u>
<u>Dwelling, accessory unit detached pursuant to SCC 10.16.080</u>	<u>P</u>
Dwelling, single-family detached	P
Gravel, sand earth extraction, and mass grading	N
Home occupations, in accordance with SCC 10.40	P/C
Institutions	N
Public park, private park or playground	P
Public safety buildings	P

Recreational vehicle (RV) parks	N
Religious center	P
Residential facility for persons with a disability	P
Residential facility for the elderly	P
Residential support facility	P
School, public or quasi-public	C
Sheltered workshop	C
Social or reception center	N
Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facilities	N

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be

authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, September 16, 2026. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 15th day of September 2026.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	_____
Councilmember Brian Del Rosario	Voted	_____
Councilmember Lynn Mecham	Voted	_____
Councilmember Jeff Siddoway	Voted	_____
Councilmember Travis Keel	Voted	_____

ATTEST:

Stephanie Christensen, City Recorder

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 15th day of September 2026, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO PERMIT DETACHED ACCESSORY DWELLING UNITS ON LOTS OR PARCELS OF AT LEAST 11,000 SQUARE FEET THAT CONTAIN A SINGLE-FAMILY DWELLING, IF THE SINGLE-FAMILY DWELLING IS A PERMITTED USE ON THE LOT OR PARCEL; TO ESTABLISH SIZE-BASED OFF-STREET PARKING REQUIREMENTS FOR DETACHED ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 15th day of September 2026

Stephanie Christensen
 Santaquin City Recorder
 (SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, STEPHANIE CHRISTENSEN, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.org, at the City Hall Building at 110 S. Center Street and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

 STEPHANIE CHRISTENSEN
 Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2026, by STEPHANIE CHRISTENSEN.

My Commission Expires:



MEMORANDUM

September 4, 2026

To: Santaquin City Planning Commission
From: Norm Beagley, MPA, P.E., City Manager
RE: **Wilson Ridge Development Proposal**

The owners of the Wilson property (Utah County Parcel # 32:018:0348) are proposing a 3-lot residential development called Wilson Ridge Subdivision. The property is located in the southeast area of Santaquin. More specifically, their property fronts along 100 W (Pole Canyon Road) and across Pole Canyon Road from the City's Theodore Ahlin Pond at approximately 1200 South 100 West. The current zoning of the property is R-10 Residential Zone and currently has a Hillside Development Overlay Zone designation.

The reason for the Planning Commission's review on this proposal is because there is a provision in City's Hillside Development Overlay Zone that requires a development agreement which has land use related clauses that require a legislative review process which includes a public hearing and a recommendation from the Planning Commission to the City Council.

As proposed, the development agreement would, among other things, dedicate property to Utah County for the benefit of Utah County, Santaquin City residents and businesses, and the developer. The proposed property dedication would include property for the existing Utah County retention basin located at the mouth of Santaquin City. A proposed Utah County provided/constructed trail along the existing channel alignment is also proposed and will be discussed during the Planning Commission meeting.

The specific item that the Planning Commission will consider in a recommendation to the City Council is:

- Fulfillment of Hillside Overlay Zone Open Space Improvements requirement

Recommended Motion:

It is proposed that the Planning Commission review the proposed fulfillment of Santaquin City Open Space requirements and that they forward a recommendation to the City Council.

**DEVELOPMENT AGREEMENT
FOR
WILSON RIDGE**

(Month & Day), 2026

DRAFT

WHEN RECORDED, RETURN TO:

**SANTAQUIN CITY
110 SOUTH CENTER STREET
SANTAQUIN, UTAH 84655**

**DEVELOPMENT AGREEMENT
FOR
AHLIN A-BAR RANCH**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2026, by and between Santaquin City, a Utah municipality and The Al and Lori Wilson Family Trust 04-18-2014, (“Developer”).

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns certain real property located in Santaquin, Utah, more particularly described in Exhibit A (the “Property”). Developer desires to develop portions of the Property for residential lots.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan.

D. The Parties acknowledge that development of the Property pursuant to this Agreement may result in significant planning benefits to the City and its residents by, among other things, requiring orderly development of the Property and increasing safety and protection of residents based on improvements to be constructed on the Property.

E. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements

of this Agreement.

F. This Agreement conforms with the intent of the City's General Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A - E are hereby incorporated into this Agreement.

1.2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101 *et seq.*

1.2.2. **Agreement** means this Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project pursuant to the approved plans.

1.2.5. **City** means Santaquin City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for all or part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.8. **City's Vested Laws** means Titles 10 and 11 of the Santaquin City Code in effect as of the date of this Agreement.

1.2.9. **County** means Utah County, a political subdivision of the State of Utah.

1.2.10. **Concept Plan** means the plan for the development of the Property, a copy of which is attached hereto as Exhibit B.

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this Agreement as specified herein.

1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application. but does not include review comments or "redlines" by City staff, which do not constitute a formal denial.

1.2.14. **Development** means the development of all or part of the Project pursuant to an approved Development Application.

1.2.15. **Development Application** means an application to the City for development of all or part of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Developer or Owner** means The Al and Lori Wilson Family Trust 04-18-2014 and its assignees or transferees as permitted by this Agreement.

1.2.17. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.2.18. **Open Space** shall have the meaning specified in Section 10.08.020 of the Santaquin City Code and shall include the conveyance channel contemplated herein.

1.2.19. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.20. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.

1.2.21. **Planning Commission** means the City's Planning Commission.

1.2.22. **Project** means the total development to be constructed on the Property by Developer pursuant to this Agreement with the associated public and private facilities.

1.2.23. **Property** means the real property proposed for development by Developer more fully described in Exhibit A.

1.2.24. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City and/or Utah County as a condition of the approval of a Development Application. Public Infrastructure as used in this

Agreement does not include the Utah County stormwater conveyance channel or the debris basin improvements referenced in Section 2.2 herein.

1.2.25. Restrictive Covenant means that document as set forth in Exhibit E.

1.2.26. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a portion of the Property for development.

1.2.27. **Subdivision** means the same as defined in Santaquin City Code Section 11.08.

1.2.28. **Subdivision Application** means the same as defined in Santaquin City Code Section 11.08.

1.2.29. **Zoning** means the zone for the Property in effect on the effective date of this Agreement.

1.2.30. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement and includes the City’s Vested Laws.

2. Development of the Project.

2.1. **Compliance with the Concept Plan and this Agreement.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Concept Plan, and this Agreement.

2.2. **Design and Construction Obligations of Utah County and City.** Utah County, as sponsor, and City, as cosponsor, have sought funding from the federal government for the

design and construction of a stormwater conveyance channel and piping and expansion of an existing debris basin as depicted in Exhibit C (Utah County to provide this exhibit) attached hereto. These stormwater conveyance channel and piping and debris basin improvements are intended to mitigate the effects of spring high water run-off citywide. Utah County, as sponsor, and City, as cosponsor, shall utilize available federal funding as authorized by the National Resource Conservation Service (“NRCS”) and other possible funding sources, to design and reconstruct the stormwater conveyance channel and piping and expansion of the debris basin as specifically set forth in this Agreement.

2.2.1. In addition to the construction of the improvements described in Section 2.6, so long as federal and other funds are available to improve the conveyance channel and piping and to expand the debris basin, Utah County, as sponsor, and City, as cosponsor, shall also accept responsibility for the design and construction of a culvert located on property owned by Developer, which property is more particularly described in Exhibit C herein.

2.3. Dedication and Transfer of Property to Utah County.

2.3.1. Owner shall dedicate and transfer to Utah County by General Warranty Deed approximately 2.75 (final acreage will need to be verified with legal descriptions) acres of the Property more particularly described in Exhibit D (Developer to provide exhibit D, property legal description and drawing included with recordable plat) hereto for the improvements to and maintenance of the existing stormwater debris basin on the Property for the purpose of collecting,

controlling, routing, and conveying upstream storm water flows on and through the Property and for Open Space purposes. County and Owner to modify existing easement for construction and maintenance of the existing stormwater conveyance channel.

2.3.2. Developer is responsible to assure that construction of the conveyance channel trail improvements are completed.

2.3.3. The dedication of said property to Utah County as described in Section 2.3.1 and trail improvements by County as described in Section 2.3.2 above shall satisfy Developer's open space dedication requirement set forth in this Agreement. Moreover, Developer shall have no obligation to improve said Open Space as may otherwise be required by Santaquin City Code.

2.3.4. Timing of Land and Easement Dedication. Developer shall convey the property and the easement described in Subsection 2.3.1 of this Agreement within 60 days of the execution of this Agreement.

2.3.5. City acknowledges the need for possible changes to the perpetual easement for the Utah County conveyance channel associated with the County debris basin infrastructure.

2.3.6. Developer acknowledges and agrees that the dedication of a portion of its property to Utah County as provided in this Section 2.3 might alter or otherwise preclude other potential uses for said property, or other improvements but will certainly benefit both the development of the Property and the City and is central to the Parties' willingness to enter into this Agreement.

2.4. Developer Responsibility for Utah County Participation in this Agreement. City and Developer acknowledge that this Agreement refers to and is dependent on certain agreements and actions of Utah County, even though Utah County is not a party to this Agreement. Developer hereby affirms that it, and not the City, is solely responsible to work with Utah County and obtain all such actions, documents, infrastructure improvements, etc. from Utah County regarding any and all actions, approvals, transfers, etc. necessary to effectuate the development of the Property as set forth in this Agreement.

2.5. Limitation and No Guarantee. Developer acknowledges that the development of every aspect of the Concept Plan requires that each Development Application comply with the City's Vested Laws, and with the City's Future Laws to the extent they are specifically applicable as set forth in the Agreement. Notwithstanding any contrary provision of this Agreement, the City's entry into this Agreement does not guarantee that the Developer will be able to construct any aspect of the Project until and unless all applicable Utah County and City requirements are met.

2.6. Dedication of Open Space to Utah County. Pursuant to Section 2.3, Owner's dedication of a portion of the Property as identified in Exhibit D shall also satisfy the Open Space requirements for Parcel A as depicted in Exhibit B. Any future development of Parcel A shall be subject to City's Vested and Future laws.

2.7. Water Dedication and Restrictive Covenant. The Parties agree that pursuant to execution of a restrictive covenant, as identified in Exhibit E, water dedication for the Restricted Area will be as outlined in said Restrictive Covenant and per City Code Title

8.

2.8. Protection of Restricted Area. In furtherance of the protection and minimization of water usage in the Restricted Area referenced in Section 2.7, Developer agrees that, notwithstanding anything to the contrary in the Agreement (including Exhibits), no use will be permitted in the Restricted Area that will materially increase the need for supplemental irrigation, or the amount of dust moving from the Restricted Area to neighboring properties.

3. Public Infrastructure

3.1. Construction by Developer. Except as otherwise specifically provided in this Agreement, Developer shall be responsible for all design and construction of all infrastructure improvements as required by Santaquin City Code. Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws and applicable Future Laws.

3.2. Bonding. Unless otherwise provided by Title 10, Chapter 20 of the Utah Code as amended, Applicant shall provide security in conjunction with its application for a building permit for any Public Infrastructure or private infrastructure required by the City, in a form acceptable to the City, as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

4. Upsizing/Utilities/Reimbursements to Developer.

4.1. Upsizing. All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Developer to upsize any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, connector agreements, payback agreements, and impact fee credits and reimbursements, if and as agreed by the Parties. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this Agreement, and all associated costs thereof are the sole responsibility of the Developer, and not the responsibility of the City.

5. Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, the Zoning and the Concept Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-20-902 (2025).

5.2. Application of City's Future Laws. The City's Future Laws in effect on the date of a completed development application apply to the development to the extent they do not

contradict the City's Vested Laws. In the event of a conflict with the City's Vested Laws, the City's Future Laws shall apply in the following circumstances:

5.2.1. Developer Agreement. Those City's Future Laws that Developer has agreed in writing will apply to the Project;

5.2.2. State and Federal Compliance. Those City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully

adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2025) *et seq.*;

6. **Term of Agreement.** This Agreement shall take effect on the date when both Parties have executed the Agreement, and shall expire on **Month & Day**, 2036, or at Buildout, whichever is earlier.

7. **Processing of Development Applications.**

7.1. **Processing of Development Applications.** City Code will govern Processing of Development Applications.

7.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants, with the actual and reasonable costs being the responsibility of Applicant.

7.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the

reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City shall work with the Applicant in good faith to explain the reasons for the denial.

7.5. City Denials of Development Applications Based on Denials from Non-City

Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial so long as the City did not otherwise cause the Non-City Agency to issue the denial.

7.6. Mediation of Development Application Denials.

7.6.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

7.6.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement which is subject to mediation pursuant to Section 7.6.1, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. In the alternative, the City and the Applicant may jointly submit the matter to the Office of the Property Rights

Ombudsman for mediation at the earliest available time for the Ombudsman, the Applicant, and the City. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8. Default.

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the other Party.

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3. Materiality. Identify why the Default is claimed to be material; and

8.2.4. Cure Period. If appropriate, the City will propose in a Notice to Developer a time for Developer to cure the Default which shall be of no less than thirty (30) calendar days duration.

8.3. **Remedies.** As to any uncured Default, the parties shall submit the matter to mediation consistent with the procedures set forth in Section 7.6. If the parties are not

able to resolve the Default by mediation, the parties may have the following remedies, except as otherwise specifically limited in this Agreement:

8.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, administrative or legal appeals, injunctive relief, and/or specific performance.

8.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, until the Default has been cured.

8.4. **Emergency Defaults.** Notwithstanding anything in this Agreement to the contrary, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 8.3 without the requirements of Section 8.2. The City shall give specific written Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be provided with a full and fair opportunity to respond to the Notice.

8.5. **Default of Assignee.** A default of any obligations assumed by an assignee of Developer shall not be deemed a default of Developer.

8.6. **Limitation on Recovery for Default – No Damages.** Notwithstanding anything in this Agreement to the contrary, no Party shall be entitled to any claim for any monetary

damages as a result of any breach of this Agreement and each Party waives any and all claims thereto. The sole remedy available to Developer or any Subdeveloper shall be that of specific performance.

8.7. Authority of City Inspectors. Nothing in this Section 8 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

9. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer: The Al and Lori Wilson Family Trust 04-18-2014

Name: ????????

Address: ????????

Email: ???????

Phone: ????????

To the City:

Santaquin City
Attn: City Manager
Norm Beagley
110 South Center Street
Santaquin, UT 84655
nbeagley@santaquin.gov
(801) 754-3200

With a Copy to:

Brett B. Rich
Nielsen & Senior, P.C.
P.O. Box 970663
Orem, UT 84097
bbr@ns-law.com

(801) 701-7074

9.1. Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this Section.

10. Headings. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to, any third parties concerning any improvements to the Property, unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities—except for warranty bond requirements for the dedicated public improvement, shall be the City's.

12. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer, only upon written approval of the City as provided herein. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

12.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

12.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), or Developer's entry into a joint venture for the development of the Project shall also be deemed to be an "assignment" subject to the above-referenced approval by the City.

12.3. **Notice.** Developer shall give Notice to the City of any proposed assignment within

fifteen (15) calendar days after the event has occurred and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

12.4. Time for Denial. Unless the City denies the proposed assignment in writing within thirty (30) calendar days of Notice, the City shall be deemed to have approved of and consented to the assignment.

12.5. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

12.6. Basis for Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or, there is an existing breach of a development obligation owed to the City by the Developer, assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the Mediation process specified in Section 7.6.

13. Insurance and Indemnification. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City, which for purposes of the section includes its elected and appointed officials, representatives, officers, employees, and agents, from and against any and all

claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses (including litigation expenses and attorneys' fees), and liabilities arising out of or related to: (1) any referendum, or any action contesting the legality of this agreement; (2) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement. Nothing in this section shall be construed to mean that Owner shall defend, indemnify, or hold the City or its elected and appointed officials, representatives, officers, employees, and agents, harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance. Prior to any construction on the Property, Owner shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by the City's Vested Laws.

13.1. Hazardous, Toxic, and/or Contaminating Materials. Owner further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

14. Binding Effect. If Developer sells or conveys portions of the Property to Subdevelopers or related parties, the property so sold and conveyed shall bear the same rights, privileges, configurations, and conformity to the Concept Plan as applicable to such property and be subject

to the same limitations and rights of the City as when owned by Developer, and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Applicable Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District

Court for the State of Utah, Provo Department.

21. **Entire Agreement.** This Agreement, including all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

23. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of the City's Vested Laws, shall not be recorded in the chain of title. A secure copy of City's Vested Laws shall not be filed with the City Recorder but each party shall have a copy.

24. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement pursuant to Resolution No. ____ adopted by the City on month xx, 20xx.

(This portion left blank intentionally.)

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER: The Al and Lori Wilson Family Trust 04-18-2014

By: _____
Name: _____
Title: _____
Date: _____

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of The Al and Lori Wilson Family Trust 04-18-??? and that he/she signed the foregoing instrument, which was duly authorized by the company at a lawful meeting held by authority of its operating agreement.

NOTARY PUBLIC

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT (CONT.)**

CITY:
SANTAQUIN CITY

By: _____
Name: _____
Title: Mayor
Date: _____

Attest: Stephanie Christensen

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me Daniel M. Olson, who being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that he signed said instrument on behalf of the City by authority of its City Council.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Concept Plan
Exhibit C	Property Deeded to Utah County
Exhibit “D”	Utah County Debris Basin Site Plan
Exhibit “E”	Restrictive Covenant

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

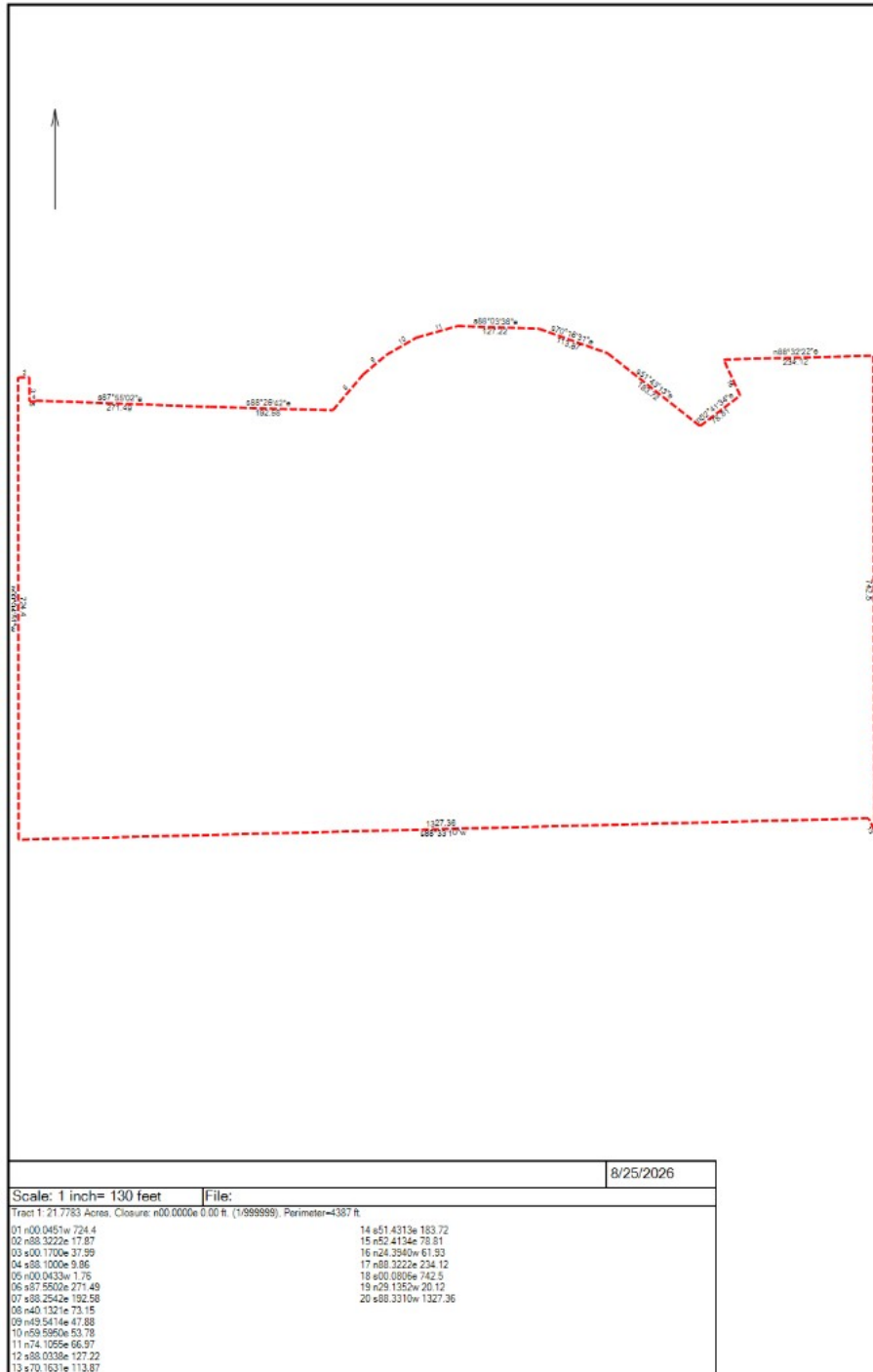
DRAFT

WILSON RIDGE PLAT A

BOUNDARY

BEGINNING AT A POINT NORTH 00°04'51" WEST ALONG THE SECTION LINE 587.54 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N. 00°04'51" W. ALONG SECTION LINE 724.40 FEET; THENCE N. 88°32'22" E. 17.87 FEET; THENCE S. 00°17'00" E. 37.99 FEET; THENCE S. 88°10'00" E. 9.86 FEET; THENCE N. 00°04'33" W. 1.76 FEET; THENCE ALONG A FENCE LINE AND A BLA AGREEMENT ON FILE AS ENTRY NUMBER 1746: 2017 AND THE FOLLOWING COURSES AND DISTANCES: S. 87°55'02" E. 271.49 FEET; S. 88°25'42" E. 192.58 FEET; N. 40°13'21" E. 73.15 FEET; N. 49°54'14" E. 47.88 FEET; N. 59°59'50" E. 53.78 FEET; N. 74°10'55" E. 66.97 FEET; S. 88°03'38" E. 127.22 FEET; S. 70°16'31" E. 113.87 FEET; S. 51°43'13" E. 183.72 FEET; N. 52°41'34" E. 78.81 FEET; N. 24°39'40" W. 61.93 FEET; THENCE ALONG THE QUARTER SECTION LINE N. 88°32'22" E. 234.12 FEET; THENCE ALONG THE QUARTER SECTION LINE AND THE WEST LINE OF UTAH STATE DEPARTMENT OF NATURAL SERVICE DEED # 7023:1972 S. 00°08'06" E. 742.50 FEET; THENCE ALONG AN EXISTING FENCE LINE N. 29°13'52" W. 20.12 FEET; THENCE S. 88°33'10" W. 1327.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 948,664 sq. ft. OR 21.78 ACRES.



**EXHIBIT B
CONCEPT PLAN**

DRAFT

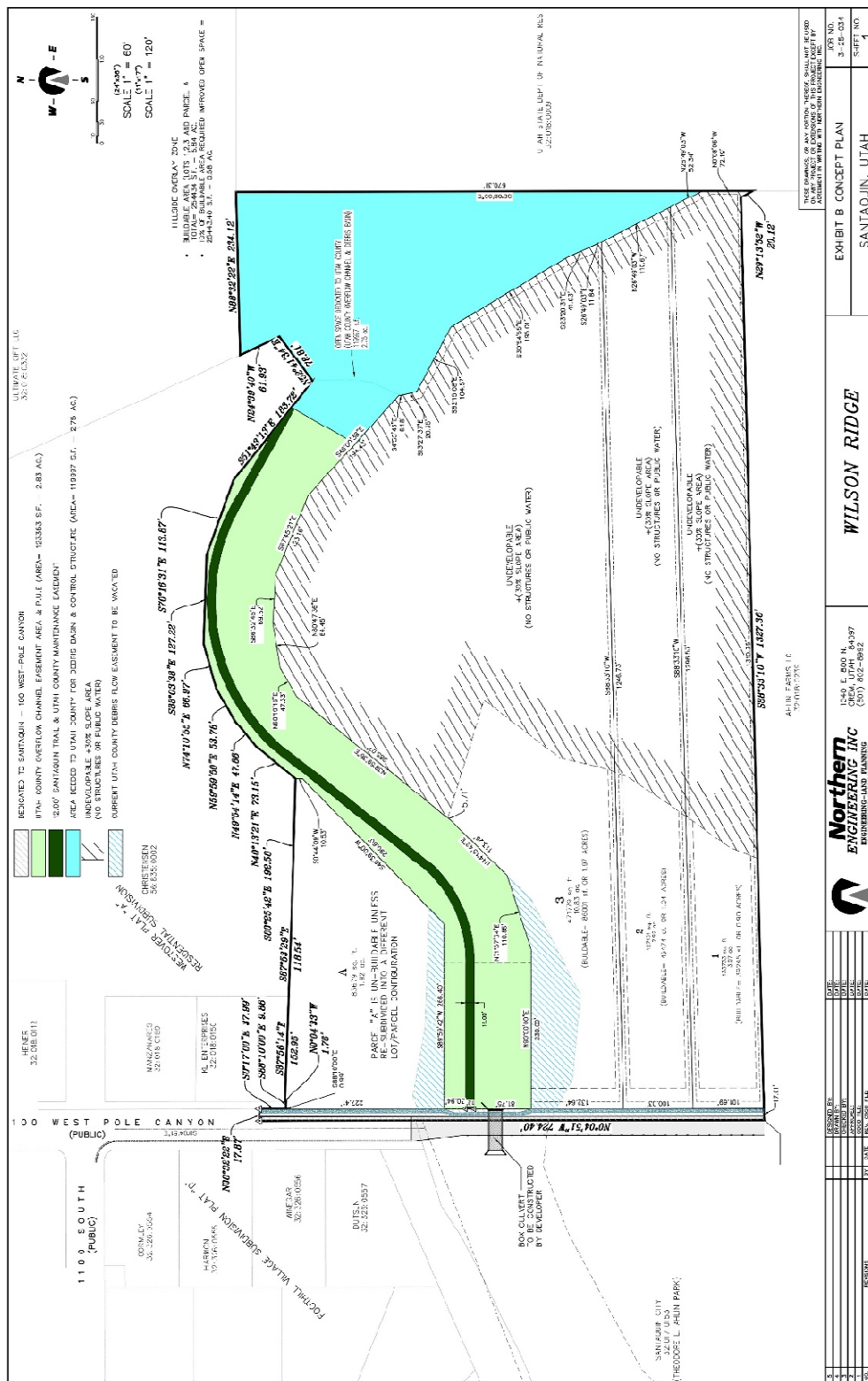


EXHIBIT C
UTAH COUNTY DEBRIS BASIN SITE PLAN

DRAFT

(Need Exhibit of Debris Basin & Channel Redesign Project from Utah County)

DRAFT

EXHIBIT D
PROPERTY DEEDED TO UTAH COUNTY

DRAFT

(Need Exhibit from Owner for Property 2.75 Acres Proposed to be Deeded to Utah County)

DRAFT

EXHIBIT E
Restrictive Covenant

DRAFT

Final Draft of Restrictive Covenant to be inserted here

DRAFT



MEMORANDUM

September 4, 2026

To: Santaquin City Planning Commission
From: Norm Beagley, MPA, P.E., City Manager
RE: **Santaquin City Property and Salisbury Development Proposal**

Santaquin City initiated a discussion with the owner of several parcels of land owned by Salisbury Land, LLC and Salisbury Developers, Inc. for possible land acquisition. This would provide for the City property needed for a large stormwater conveyance channel on the east bench of Santaquin City. The acquired land would also provide a dedicated right-of-way to the City's Eastside culinary water tank property. Lastly, the acquired land would also allow the City to fulfill an obligation it has with an adjacent private property owner for needed access to their property. There are multiple benefits to Santaquin City and an adjacent private property owner that would come with acquiring this land.

The owner of the property also owns additional property within Santaquin City that has development potential for single-family homes. This property is located in the northwest corner of the Summit Ridge Development, within the Stone Hollow subdivision area.

The owners of the land are willing to dedicate the needed property on the east bench to the City (a total of 1.14 acres), at no cost, in exchange for reestablished approval for 11 total lots on the property they own within the Stone Hollow at Summit Ridge subdivision area. These lots have previously been approved, but their approval status lapsed several years ago and the current requirements for those lots would change the minimum size than what they were originally approved to be. The reestablished approval would create lots that are consistent with the lots that currently exist in the neighborhood and utilize infrastructure that has already been installed by the developer several years ago when the original approval happened.

The reason for the Planning Commission's review on this proposal is because there are provisions within a proposed land acquisition and development agreement that are land use related that require the a legislative review process which includes a public hearing and a recommendation from the Planning Commission to the City Council.

In summary, the development agreement would, among other things, dedicate property to Santaquin City for the benefit of Santaquin City and the developer for substantial east bench stormwater conveyance. It would also reestablish previously approved single family home lots in the Stone Hollow area of Summit Ridge.

The specific items that the Planning Commission will consider in a recommendation to the City Council are:

- Fulfillment of Hillside Overlay Zone Open Space Improvements requirement for the east bench property still owned by the current property owner.
- Acceptance of the already constructed and existing roadway cross section, which has sidewalk on just one side, existing utilities and service laterals to each lot, and 2-feet more of existing asphalt than current state code allows the City to require.
- Acceptance of the proposed lots sizes, frontages, setbacks, etc. These proposed lot sizes, frontages, setbacks, etc. are very much in line with the adjacent fully developed lot sizes, frontages, homes setbacks, etc.

Recommended Motion:

It is proposed that the Planning Commission review the proposed fulfillment of Santaquin City Open Space requirements, proposed lots, and proposed roadway cross section and that they forward a recommendation to the City Council.

**DEVELOPMENT AGREEMENT
FOR
PROPERTY ACQUISITION AND
STONE HOLLOW AT SUMMIT RIDGE PLAT K DEVELOPMENT**

September 2, 2026

DRAFT

WHEN RECORDED, RETURN TO:

**SANTAQUIN CITY RECORDER
110 SOUTH CENTER STREET
SANTAQUIN, UTAH 84655**

**DEVELOPMENT AGREEMENT
FOR
PROPERTY ACQUISITION AND
STONE HOLLOW PLAT K DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2026, by and among Santaquin City, a Utah municipality and Salisbury Developers, Inc., a Utah Corporation (“Developer”) and Salisbury Land, LLC, a Utah Limited Liability Company (“Owner”).

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns certain real property located in Santaquin, Utah, referred to as “Stone Hollow at Summit Ridge Plat K” and more particularly described in Exhibit “A” hereto (the “Property”). Developer desires to develop the Property for single-family residential lots consistent with adjacent residential lots and City infrastructure previously constructed by Developer.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and consistent with adjacent residential lots and utilizing City infrastructure previously constructed by Developer.

D. Owner owns certain real property located in Santaquin, Utah, as particularly described in Exhibit “C” hereto (the “Property II”).

E. The Parties acknowledge that development of the Property pursuant to this Agreement

and the dedication of a portion of the Property II will result in significant planning benefits to the City and its residents by, among other things, requiring orderly development of the Property and increasing safety and protection of residents based on improvements to be constructed on the Property and the Dedicated Property.

F. The Parties recognize that significant infrastructure has already been installed by the Developer adjacent to the Property. The Parties further recognize that any need to remove said infrastructure and reinstall new infrastructure with significant changes would disrupt traffic flow, connectivity, and would be a major inconvenience to the residents in the area.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. This Agreement conforms with the intent of the City's General Plan and the City's Storm Drain Master Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Owner, and Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "D" are hereby incorporated into this Agreement.

1.2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq.*

1.2.2. **Agreement** means this Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.5. **City** means Santaquin City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for all or part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.8. **City's Vested Laws** means Titles 10 and 11 of the Santaquin City Code in effect as of the date of this Agreement.

1.2.9. **Concept Plan** means the plan for the development of the Property, a copy of which is attached hereto as Exhibit "B."

1.2.10. **Council** means the elected City Council of the City.

1.2.11. **Dedicated Property** means a portion of real Property II currently owned by Owner and as more fully described in Exhibit "D".

1.2.12. **Default** means a material breach of this Agreement as specified herein.

1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.14. **Development** means the development of all or part of the Project pursuant to an approved Development Application.

1.2.15. **Development Application** means an application to the City for development of all or part of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Developer** means Salisbury Developers, Inc., and its assignees or transferees as permitted by this Agreement.

1.2.17. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.2.18. **Open Space** shall have the meaning specified in Section 10.08.020 of the Santaquin City Code.

1.2.19. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.20. **Owner** means Salisbury Land, LLC and its assignees or transferees as permitted by this Agreement.

1.2.21. **Party/Parties** means, in the singular, Developer, Owner, or the City; in the plural Developer, Owner, and the City.

1.2.22. **Planning Commission** means the City's Planning Commission.

1.2.23. **Project** means the total development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities.

1.2.24. **Property** means the real property proposed for development by Developer more fully described in Exhibit "A".

1.2.25. **Property II** means the real property owned by Owner more fully described in Exhibit "C".

1.2.26. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.27. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a portion of the Property for development.

1.2.28. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.29. **Subdivision Application** means the application to create a Subdivision.

1.2.30. **Zoning** means the zone for the Property in effect on the effective date of this Agreement.

1.2.31. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement and includes the City's Vested Laws.

2. Development of the Project and Dedication of Property.

2.1. Compliance with the Concept Plan and this Agreement. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Concept Plan, and this Agreement.

2.2. Street Cross Section Adjustment. The Parties agree that City shall permit an exception to current construction standards to permit the street cross sections for the Project, as currently constructed, or yet to be constructed, including utilities, and as shown on the Concept Plan.

2.3. Lot Size And Frontage Adjustments. The Parties agree that City shall permit an exception to current regulations to reduce the minimum lot size and frontage requirements as shown on the Concept Plan.

2.4. Lot Set Back Adjustments. The Parties agree that City shall permit an exception to the current regulations to adjust setbacks for the Property as shown on the Concept Plan. The City finds that these setback exceptions are in harmony with respect to the adjacent fully improved lots previously developed by the Developer.

2.5. Dedication and Transfer of Property to the City.

2.5.1. Method and Purpose of Property Transfer. Owner shall dedicate and transfer to the City by General Warranty Deed approximately 1.14 acres of the Property II, more particularly described in Exhibit "C" hereto for the improvements to and maintenance of the existing and any future construction of a storm water conveyance mechanism (i.e. the current storm water channel, or

future conveyance channel/piping) to and from multiple adjacent debris basins through the Property for the purpose of collecting, controlling, routing, and conveying upstream storm water, debris flows, etc., and for connecting to the existing or future storm water channels at both the north (downstream) and south (upstream) ends of the Property, and for open space, a future City dedicated roadway, and adjacent City property access, and other City purposes.

2.5.2. Credit for Open Space. Owner may receive credit for the number of acres dedicated and transferred to the City pursuant to Section 2.5.1 above to satisfy Owner's open space dedication requirement pursuant to development of Owner's property (Property II) that is immediately adjacent to the Dedicated Property that would be required pursuant to Santaquin City Code Section 10.20.230.E.1.

2.5.3. No Obligation to improve Dedicated Property as Open Space. Owner shall have no obligation to improve said Dedicated Property as Open Space as would otherwise be required by Santaquin City Code Section 10.20.230.E.1. Further, Owner shall have no further obligation with regard to Open Space requirements for the remainder of the Property II with respect to Santaquin City Code 10.20.230 HILLSIDE DEVELOPMENT OVERLAY ZONE.

2.5.4. Timing of Land Dedication. Developer shall convey the property described in Subsection 2.5.1 of this Agreement within 60 days of the execution of this Agreement.

2.5.5. Acknowledgement of Options. Developer and Owner acknowledge and hereby agree that the dedication of a portion of Property II to City as provided in Section 2.5.1 might alter or preclude other potential uses for said property,

including potential building lots, but that said dedication will certainly benefit both the development of the Property and additional real property owned by Developer and/or Owner, and the City, and is central and essential to the City's willingness to enter into this Agreement.

2.6. Design and Construction on the Property II. The City has sought funding from the federal government for the design and construction of a multiple debris basins and a conveyance channel. These property improvements are intended to mitigate the effects of storm run-off. The City shall utilize available federal funding as authorized by the National Resource Conservation Service ("NRCS"), to design and construct the adjacent debris basins and conveyance channel as specifically set forth in this Agreement. The City intends to use a portion of the property dedicated to the City pursuant to Section 2.5 for this purpose, among other purposes, which will significantly benefit adjacent properties owned by Owner and other adjacent and downstream property owners.

2.7. Limitation and No Guarantee. Developer acknowledges that except as otherwise provided in this Agreement, the development of every aspect of the Concept Plan requires that each Development Application comply with the City's Vested Laws, and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement. Notwithstanding any contrary provision of this Agreement, the City's entry into this Agreement does not guarantee that the Developer will be able to construct any aspect of the Project until and unless all applicable requirements are met.

3. Public Infrastructure

3.1. Construction by Developer. Except as otherwise specifically provided in this Agreement, Developer shall be responsible for all design and construction of all

infrastructure improvements as required by Santaquin City Code. Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement.

3.2. Existing Infrastructure. The City acknowledges that the Developer has previously constructed the majority of the required public infrastructure according to the Concept Plan on the Property. City will accept the infrastructure improvements previously constructed on the property as shown on Exhibit "B," notwithstanding any nonconformity with the present Santaquin City Construction Standards for such improvements. Developer shall warrant said previously constructed infrastructure improvements consistent with Santaquin City Code Section 11.44.030, for a period of two years from the execution of this Agreement. All infrastructure improvements constructed subsequent to the execution of this Agreement shall comply with City's Vested Laws or as outlined herein.

3.3. Bonding. Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security in conjunction with its application for a building permit for any Public Infrastructure required by the City, in a form acceptable to the City, as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

4. Upsizing/Reimbursements to Developer.

4.1. Upsizing. All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Developer to upsize any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, connector agreements, payback agreements, and impact fee credits and reimbursements, as agreed by the Parties. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this Agreement, and all associated costs thereof are the sole responsibility of the Developer, and not the responsibility of the City.

5. Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, the Zoning and the Concept Plan except as specifically provided herein. The Parties specifically acknowledge that this Agreement grants to Developer and Owner "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. Application of City's Future Laws. The City's Future Laws in effect on the date of a completed development application apply to the development to the extent they do not

contradict the City's Vested Laws. In the event of a conflict with the City's Vested Laws, the City's Future Laws shall apply in the following circumstances:

5.2.1. Developer Agreement. Those City's Future Laws that Developer has agreed in writing will apply to the Project;

5.2.2. State and Federal Compliance. Those City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2023) *et seq.*;

6. **Term of Agreement.** This Agreement shall take effect on the date when both Parties have executed the Agreement, and shall expire on December 31, 2031, or at Buildout, whichever is earlier.

7. **Processing of Development Applications.**

7.1. **Processing of Development Applications.** City Code will govern Processing of Development Applications.

7.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants at its own cost.

7.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City shall work with the Applicant in good faith to explain the reasons for the denial.

7.5. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial so long as the City did not otherwise cause the Non-City Agency to issue the denial.

7.6. Mediation of Development Application Denials.

7.6.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

7.6.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement which is subject to mediation pursuant to Section 7.6.1, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives

shall, between them, choose the single mediator. In the alternative, the City and the Applicant may choose jointly to submit the matter to the Office of the Property Rights Ombudsman for mediation at the earliest available time for the Ombudsman, the Applicant, and the City. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

8. Default.

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the other Party.

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. **Specific Claim.** Specify the claimed event of Default;

8.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3. **Materiality.** Identify why the Default is claimed to be material; and

8.2.4. **Cure Period.** If appropriate, the City will propose in a Notice to Developer a time for Developer to cure the Default which shall be of no less than thirty (30) calendar days duration.

8.3. Remedies. As to any uncured Default, the parties shall submit the matter to mediation consistent with the procedures set forth in Section 7.6. If the parties are not able to resolve the Default by mediation, the parties may have the following remedies, except as otherwise specifically limited in this Agreement:

8.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, administrative or legal appeals, injunctive relief, and/or specific performance.

8.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, until the Default has been cured.

8.4. Emergency Defaults. Notwithstanding anything in this Agreement to the contrary, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies provided in this Agreement without the requirements of Section 7.6. The City shall give specific written Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be provided with a full and fair opportunity to respond to the Notice.

8.5. Default of Assignee. A default of any obligations assumed by an assignee of Developer shall not be deemed a default of Developer.

8.6. Limitation on Recovery for Default – No Damages. Notwithstanding anything in this Agreement to the contrary, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer, Owner, or any Subdeveloper shall be that of specific performance.

8.7. Authority of City Inspectors. Nothing in this Section 8 shall be construed to limit the ability or authority of City’s inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

9. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer (Property):

Salisbury Developers, Inc.
494 W 1300 N
Springville, Utah 84663-3018

To the Owner (Property II):

Salisbury Land LLC
494 W 1300 N
Springville, Utah 84663-3018

To the City:

Santaquin City
Attn: City Manager
Norm Beagley
110 South Center Street
Santaquin, UT 84655
nbeagley@santaquin.gov

(801) 754-3200

With a Copy to:

Brett B. Rich
Nielsen & Senior, P.C.
P.O. Box 970663
Orem, UT 84097
bbr@ns-law.com
(801) 701-7074

9.1. Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice

under this Agreement by giving written Notice to the other party in accordance with the provisions of this Section.

10. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City, and either Developer or Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to, any third parties concerning any improvements to the Property, unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities—except for warranty bond requirements for the dedicated public improvement, shall be the City's.

12. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer.

12.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the Notice provisions of this section unless specifically designated as such an assignment by Developer.

12.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), or Developer's entry into a joint venture for the development of the Project shall also be deemed to be an "assignment" subject to Notice to the City.

12.3. **Notice.** Developer shall give Notice to the City of any proposed assignment within fifteen (15) calendar days after the event has occurred and provide such information regarding the proposed assignee that the City may reasonably. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

12.4. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

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

14. **Insurance and Indemnification.** To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City, which for purposes of the section includes its elected and appointed officials, representatives, officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses (including litigation expenses and attorneys' fees), and liabilities arising out of or

related to (1) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement. Nothing in this section shall be construed to mean that Owner shall defend, indemnify, or hold the City or its elected and appointed officials, representatives, officers, employees, and agents, harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance. Prior to any construction on the Property, Owner shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by the City's Vested Laws within the R-10-Residential zone regulations.

14.1. Hazardous, Toxic, and/or Contaminating Materials. Owner further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

15. Binding Effect. If Developer sells or conveys portions of the Property to Subdevelopers or related parties, the property so sold and conveyed shall bear the same rights, privileges, configurations, and conformity to the Concept Plan as applicable to such property and be subject to the same limitations and rights of the City as when owned by Developer, and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. **Applicable Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Provo Department.

22. **Entire Agreement.** This Agreement, including all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

24. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk containing the City's Vested Laws, shall not be recorded in the chain of title. A secure copy of City's Vested Laws shall not be filed with the City Recorder but each party shall have a copy.

25. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. ____ adopted by the City on month xx, 20xx.

(This portion left blank intentionally.)

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

SALISBURY DEVELOPERS, INC.

Rick Salisbury, Manager

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Salisbury Developers, Inc., a Utah _____ and that he/she signed the foregoing instrument, which was duly authorized by the company at a lawful meeting held by authority of its governing body.

NOTARY PUBLIC

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

SALISBURY LAND, LLC

Rick Salisbury, Manager

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Salisbury Land, LLC, a Utah limited liability company and that he/she signed the foregoing instrument, which was duly authorized by the company at a lawful meeting held by authority of its operating agreement.

NOTARY PUBLIC

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT (CONT.)**

SANTAQUIN CITY

Daniel M. Olson, Mayor

ATTEST:

Stephanie Christensen, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me Daniel M. Olson, who being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that he signed said instrument on behalf of the City by authority of its City Council.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit “A”	Description of Property
Exhibit “B”	Concept Plan
Exhibit "C”	Description of Property II
Exhibit “D”	Description of Property Dedicated to City

DRAFT

EXHIBIT "A"

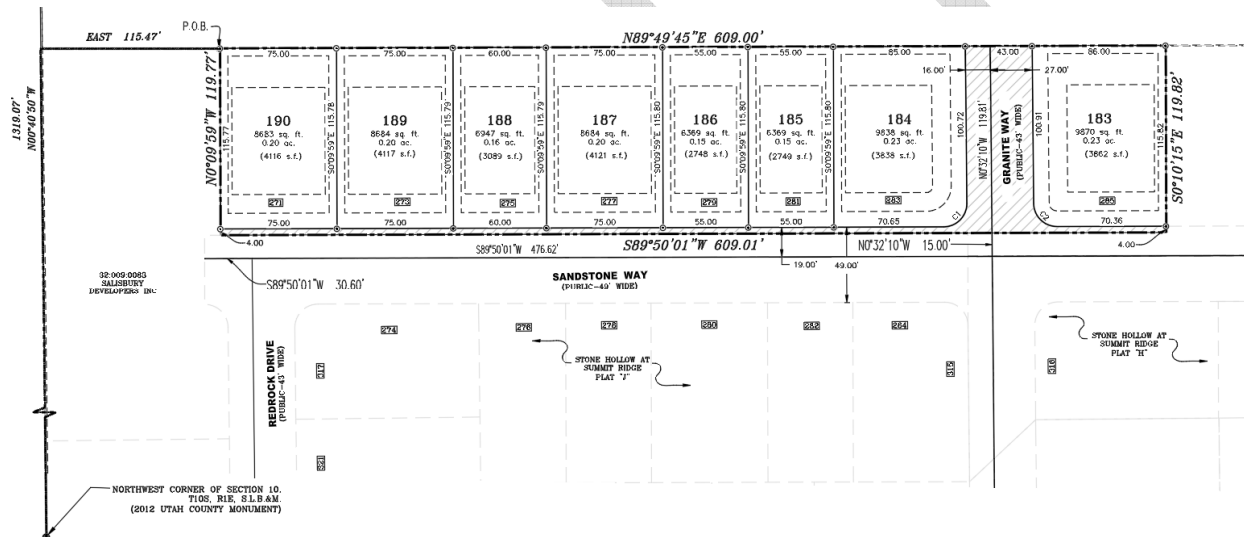
LEGAL DESCRIPTION OF PROPERTY

Stone Hollow Plat K

BEGINNING AT A POINT LOCATED ALONG THE SECTION LINE, POINT ON LINE BEING N00°40'50"W ALONG THE SECTION LINE 1319.07 FEET AND EAST 115.47 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N 89° 49' 45" E FOR A DISTANCE OF 609.00 FEET TO A POINT ON A LINE.
 THENCE, S 00° 10' 15" E FOR A DISTANCE OF 119.82 FEET TO A POINT ON A LINE.
 THENCE, S 89° 50' 01" W FOR A DISTANCE OF 609.01 FEET TO A POINT ON A LINE.
 THENCE N 00° 09' 59" W A DISTANCE OF 119.77 FEET TO THE POINT OF BEGINNING

CONTAINS: ±1.67 ACRES AND 8 LOTS



BEGINNING AT A POINT LOCATED ALONG THE SECTION LINE, POINT ON LINE BEING N00°40'50"W ALONG THE SECTION LINE 1318.72 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N 89° 49' 45" E FOR A DISTANCE OF 115.47 FEET TO A POINT ON A LINE.
THENCE, S 00° 09' 59" E FOR A DISTANCE OF 119.77 FEET TO A POINT ON A LINE.
THENCE, S 89° 50' 01" W FOR A DISTANCE OF 10.35 FEET TO A POINT ON A LINE.
THENCE, S 00° 09' 59" E FOR A DISTANCE OF 45.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL
CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89° 29' 09", HAVING A RADIUS OF 15.00
FEET, AND WHOSE LONG CHORD BEARS S 45° 25' 25" E FOR A DISTANCE OF 21.12 FEET.
THENCE, S 00° 40' 50" E FOR A DISTANCE OF 71.66 FEET TO A POINT ON A LINE.
THENCE, S 89° 19' 10" W FOR A DISTANCE OF 118.50 FEET TO A POINT ON A LINE.
THENCE N 00° 40' 50" W A DISTANCE OF 252.36 FEET TO THE POINT OF BEGINNING

CONTAINS: ±0.66 ACRES AND 3 LOTS

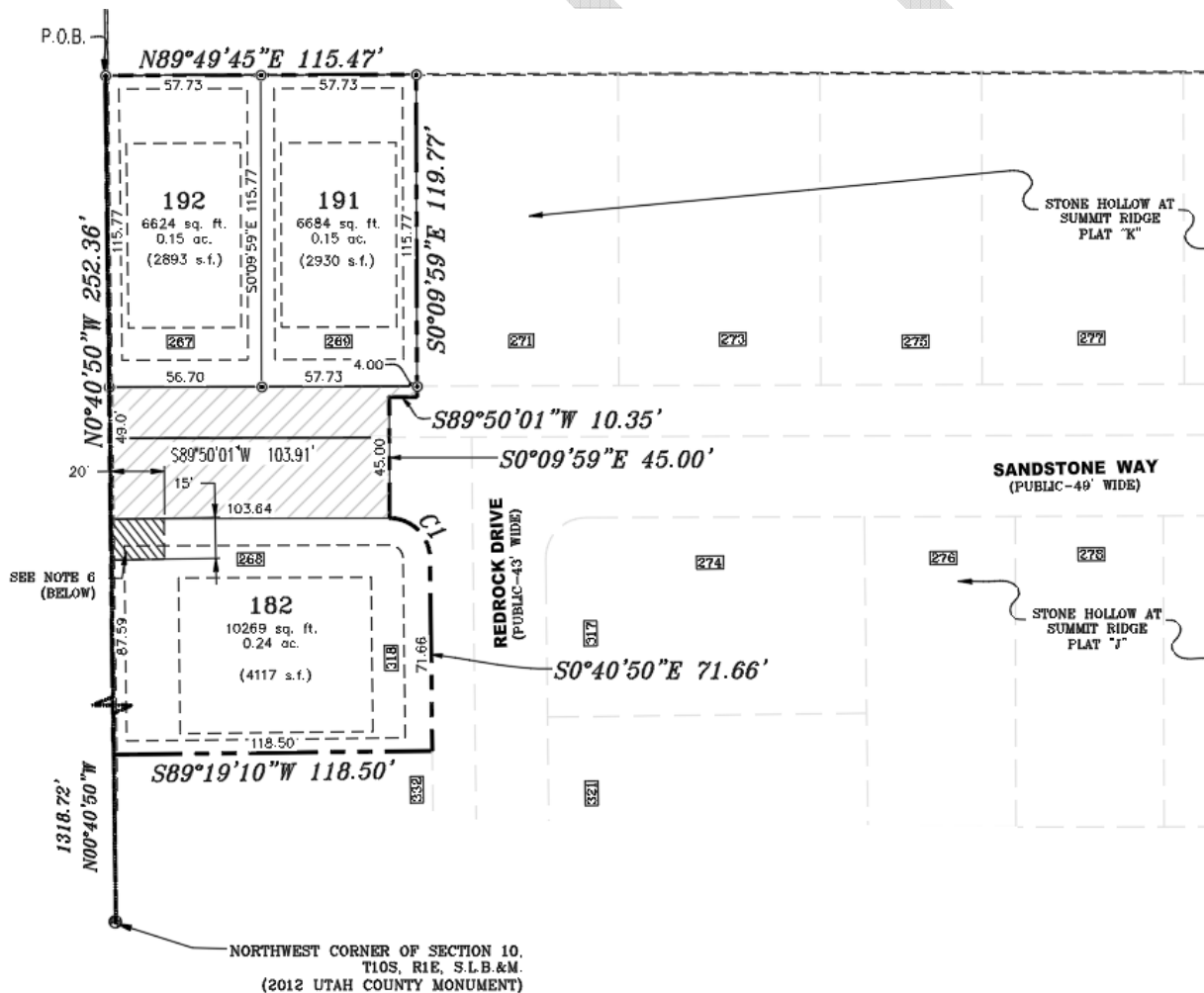


EXHIBIT "B"

CONCEPT PLAN

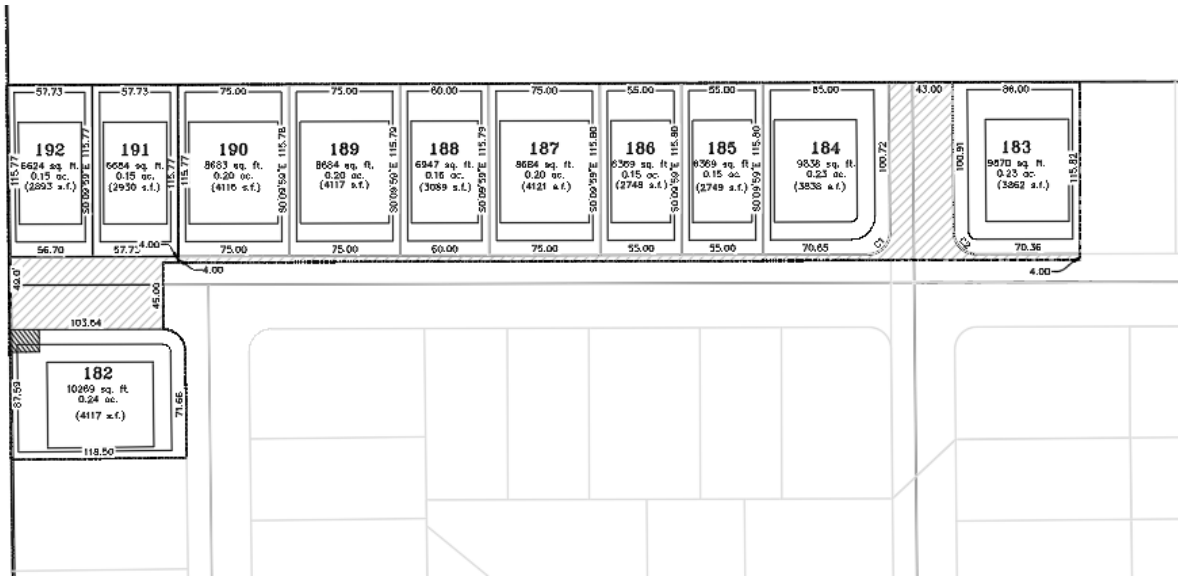


EXHIBIT "C"**DESCRIPTION OF PROPERTY II**

BEGINNING AT A POINT WHICH IS NORTH 00° 05' 50" WEST, 1781.15 FEET ALONG A SECTION LINE AND EAST 664.20 FEET AND NORTH 00° 05' 50" WEST 557.29 FEET AND SOUTH 89° 02' 42" WEST 6.49 FEET AND NORTH 00° 02' 31" EAST, 9.70 FEET AND EAST 556.29 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N 89° 00' 02" E FOR A DISTANCE OF 372.76 FEET TO A POINT ON A LINE.
 THENCE, S 00° 00' 00" W FOR A DISTANCE OF 267.49 FEET TO A POINT ON A LINE.
 THENCE, S 36° 34' 11" E FOR A DISTANCE OF 250.76 FEET TO A POINT ON A LINE.
 THENCE, S 18° 32' 23" W FOR A DISTANCE OF 109.75 FEET TO A POINT ON A LINE.
 THENCE, N 76° 52' 50" W FOR A DISTANCE OF 162.61 FEET TO A POINT ON A LINE.
 THENCE, N 14° 37' 39" E FOR A DISTANCE OF 0.01 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
 SAID CURVE TURNING TO THE RIGHT THROUGH 47° 17' 05", HAVING A RADIUS OF 55.00 FEET, AND WHOSE LONG CHORD BEARS S 78° 57' 30" W FOR A DISTANCE OF 44.11 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 42° 26' 00", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS S 81° 23' 03" W FOR A DISTANCE OF 36.19 FEET.
 THENCE, S 60° 10' 03" W FOR A DISTANCE OF 37.06 FEET TO A POINT ON A LINE.
 THENCE, S 21° 49' 57" E FOR A DISTANCE OF 239.73 FEET TO A POINT ON A LINE.
 THENCE, N 90° 00' 00" W FOR A DISTANCE OF 53.79 FEET TO A POINT ON A LINE.
 THENCE, N 21° 49' 57" W FOR A DISTANCE OF 605.50 FEET TO A POINT ON A LINE.
 THENCE, N 07° 16' 50" W FOR A DISTANCE OF 55.87 FEET TO A POINT ON A LINE.
 THENCE N 07° 04' 48" W A DISTANCE OF 168.15 FEET TO THE POINT OF BEGINNING

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, BEARING OF THE SOUTH SECTION LINE OF SECTION 6, UTAH CENTRAL ZONE, NAD83

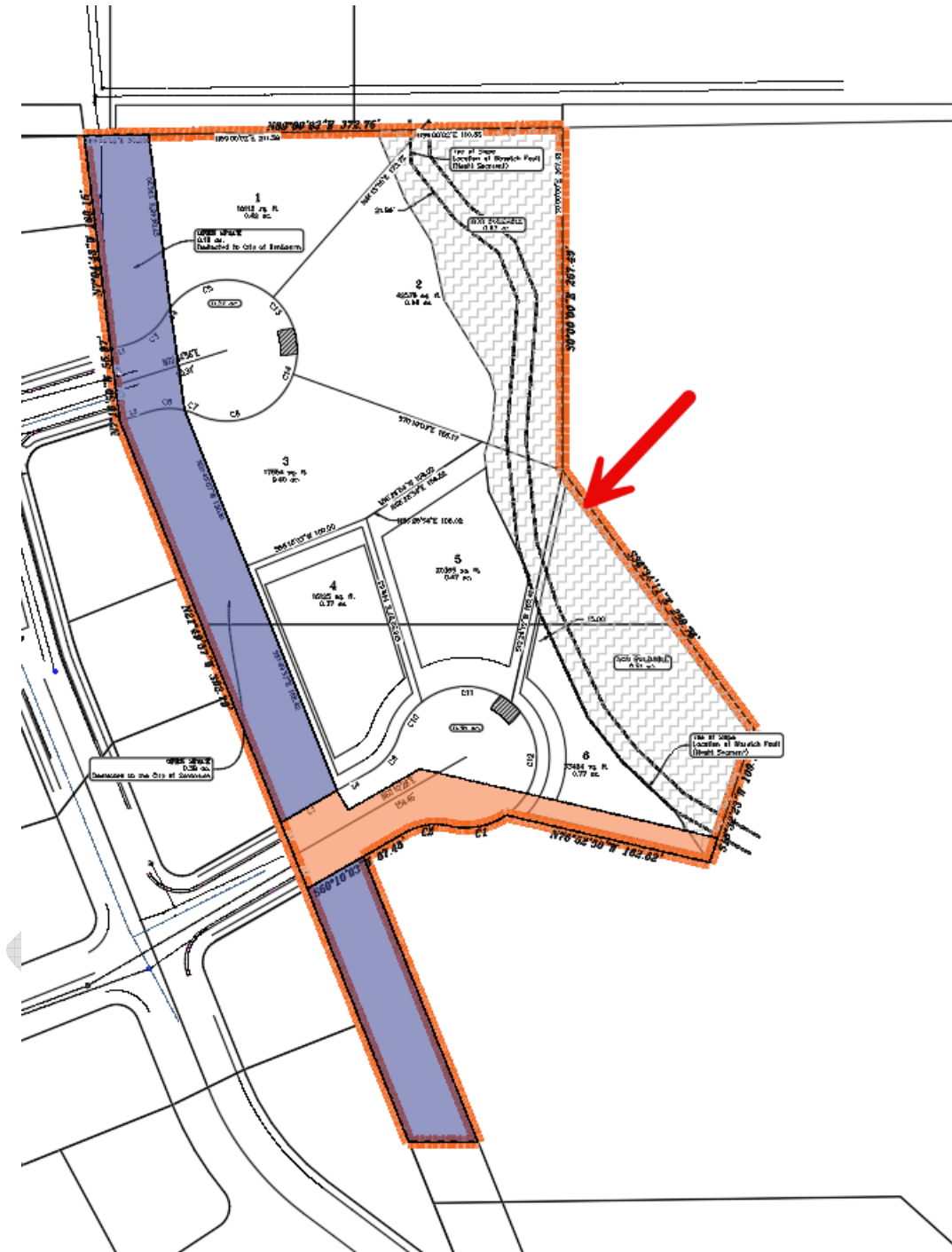


EXHIBIT "D"**DESCRIPTION OF PROPERTY DEDICATED TO CITY****AREA 1 (DRAINAGE CHANNEL)**

BEGINNING AT A POINT WHICH IS NORTH 00° 05' 50" WEST, 1781.15 FEET ALONG A SECTION LINE AND EAST 664.20 FEET AND NORTH 00° 05' 50" WEST 557.29 FEET AND SOUTH 89° 02' 42" WEST 6.49 FEET AND NORTH 00° 02' 31" EAST, 9.70 FEET AND EAST 556.29 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N 89° 00' 02" E FOR A DISTANCE OF 50.28 FEET TO A POINT ON A LINE.
 THENCE, S 07° 04' 48" E FOR A DISTANCE OF 136.20 FEET TO A POINT ON A LINE.
 THENCE, S 08° 02' 29" E FOR A DISTANCE OF 80.41 FEET TO A POINT ON A LINE.
 THENCE, S 21° 49' 57" E FOR A DISTANCE OF 319.22 FEET TO A POINT ON A LINE.
 THENCE, S 60° 10' 03" W FOR A DISTANCE OF 50.49 FEET TO A POINT ON A LINE.
 THENCE, N 21° 49' 57" W FOR A DISTANCE OF 337.25 FEET TO A POINT ON A LINE.
 THENCE, N 07° 16' 50" W FOR A DISTANCE OF 55.87 FEET TO A POINT ON A LINE.
 THENCE N 07° 04' 48" W A DISTANCE OF 168.15 FEET TO THE POINT OF BEGINNING

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, BEARING OF THE SOUTH SECTION LINE OF SECTION 6, UTAH CENTRAL ZONE, NAD83

Containing approximately 27,477.67 square feet (+/-)

AREA 2 (DRAINAGE CHANNEL)

BEGINNING AT A POINT WHICH IS NORTH 00° 05' 50" WEST, 1761.14 FEET ALONG A SECTION LINE AND EAST 1387.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N 60° 10' 03" E FOR A DISTANCE OF 50.42 FEET TO A POINT ON A LINE.
 THENCE, S 21° 49' 57" E FOR A DISTANCE OF 239.73 FEET TO A POINT ON A LINE.
 THENCE, N 90° 00' 00" W FOR A DISTANCE OF 53.79 FEET TO A POINT ON A LINE.
 THENCE N 21° 49' 57" W A DISTANCE OF 212.71 FEET TO THE POINT OF BEGINNING

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, BEARING OF THE SOUTH SECTION LINE OF SECTION 6, UTAH CENTRAL ZONE, NAD83

Containing approximately 10,738.31 square feet (+/-)

AREA 3 (ROAD AND TRAIL)

BEGINNING AT A POINT WHICH IS NORTH $00^{\circ} 05' 50''$ WEST, 1761.14 FEET ALONG A SECTION LINE AND EAST 1387.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE, N $21^{\circ} 49' 57''$ W FOR A DISTANCE OF 55.54 FEET TO A POINT ON A LINE.

THENCE, N $60^{\circ} 10' 03''$ E FOR A DISTANCE OF 50.49 FEET TO A POINT ON A LINE.

THENCE, S $29^{\circ} 49' 32''$ E FOR A DISTANCE OF 17.50 FEET TO A POINT ON A LINE.

THENCE, N $60^{\circ} 10' 28''$ E FOR A DISTANCE OF 64.50 FEET TO A POINT ON A LINE.

THENCE, S $76^{\circ} 52' 50''$ E FOR A DISTANCE OF 238.12 FEET TO A POINT ON A LINE.

THENCE, S $18^{\circ} 32' 23''$ W FOR A DISTANCE OF 20.09 FEET TO A POINT ON A LINE.

THENCE, N $76^{\circ} 52' 50''$ W FOR A DISTANCE OF 162.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,

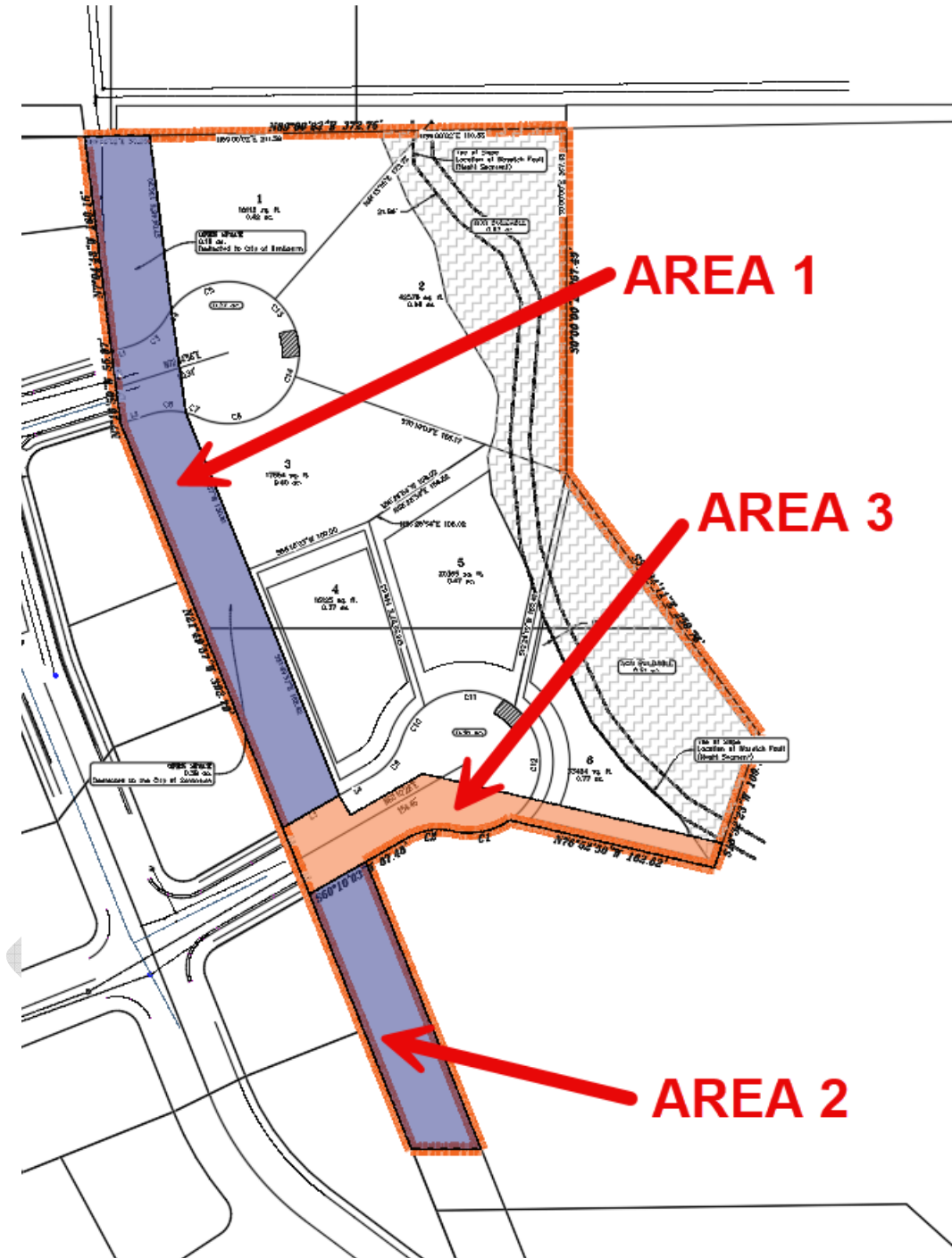
SAID CURVE TURNING TO THE RIGHT THROUGH $47^{\circ} 16' 39''$, HAVING A RADIUS OF 54.98 FEET, AND WHOSE LONG CHORD BEARS S $78^{\circ} 57' 44''$ W FOR A DISTANCE OF 44.09 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF $42^{\circ} 26' 28''$, HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS S $81^{\circ} 23' 17''$ W FOR A DISTANCE OF 36.20 FEET.

THENCE S $60^{\circ} 10' 03''$ W A DISTANCE OF 87.48 FEET TO THE POINT OF BEGINNING

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, BEARING OF THE SOUTH SECTION LINE OF SECTION 6, UTAH CENTRAL ZONE, NAD83

Containing approximately 11,295.66 square feet (+/-)





Planning Commission Members in Attendance: Commissioners Jesse Christopher, Mike Weight, BreAnna Nixon, Jayson Johnson and Tyrell Russell.

Excused: Trevor Wood, Drew Hoffman and LaDawn Moak

Others in Attendance: City Council Member Jeff Siddoway, Community Development Director Morgan Brim, City Planner Aspen Elmer and Deputy City Recorder Gwen Butters.

Acting Chairman Weight called the meeting to order at 7:00 p.m.

INVOCATION/INSPIRATIONAL THOUGHT

Nixon offered an Inspirational Thought

"I'll never harden my heart, but I've toughened the muscles around it." by Dolly Parton

PLEDGE OF ALLEGIANCE

Christopher led the Pledge of Allegiance.

ORDER OF AGENDA ITEMS

PUBLIC FORUM

Acting Chairman Weight opened the Public Forum at 7:04 p.m.

No members of the public wished to address the Planning Commission in the Public Forum.

Acting Chairman Weight closed the Public Forum at 7:04 p.m.

DISCUSSION & POSSIBLE ACTION ITEMS

1. Public Hearing and Action Regarding Restricting Bulk Fuel Storage in Residential Zones

Acting Chairman Weight opened the Public Hearing at 7:04 p.m.

No members of the public wished to address the Planning Commission in the Public Hearing.

Chairman Wood closed the Public Hearing at 7:05 p.m.

Staff presented revisions to the proposed bulk fuel storage ordinance, which would define bulk fuel storage as more than 150 gallons of gasoline, diesel, kerosene, or other liquid fuel stored on a single parcel. Fuel contained in factory-installed tanks of operable vehicles or equipment would not count toward the limit. The amendment would classify bulk fuel storage as a prohibited use in residential zones rather than regulating it solely through a storage standard.

Additional language was proposed to protect existing agricultural operations on residentially zoned property. Bulk fuel storage, an accessory to a lawfully established agricultural operation, would be permitted when used solely for agricultural vehicles, machinery, and equipment. Fuel could not be sold, distributed, or used for unrelated purposes, and all storage would remain subject to applicable fire, building, and environmental requirements.

The Commission discussed whether prohibiting residential fuel storage exceeding 150 gallons was overly restrictive, particularly for residents who may wish to maintain larger quantities for personal or emergency use. Members generally supported prohibiting the sale or commercial distribution of fuel as a home occupation but questioned whether properly permitted personal storage should also be prohibited. Staff noted that larger quantities may already be subject to an operational permit and fire safety requirements.

The Commission also discussed propane tanks, fuel oil, agricultural storage, and fuel tanks associated with vehicles or trailers. Members requested additional information regarding applicable fire department permitting requirements and how comparable Utah communities regulate residential fuel storage.

The Commission agreed that the ordinance should focus more specifically on commercial or home occupation fuel storage while allowing consideration of appropriately permitted personal storage. Staff was directed to research operational permit requirements, propane and other residential fuel storage, regulations in comparable communities, and appropriate exemptions for fuel contained in vehicles, equipment, and trailers.

Christopher made a motion to continue the item to the next meeting to allow staff to revise the proposed language and provide additional information consistent with the discussion. Nixon seconded the motion.

Commissioner Trevor Wood	Absent
Commissioner Jesse Christopher	Yes
Commissioner Mike Weight	Yes
Commissioner Drew Hoffman	Absent
Commissioner BreAnna Nixon	Yes
Commissioner LaDawn Moak	Absent
Commissioner Jayson Johnson	Yes
Commissioner Tyrell Russell	Yes

The motion passed.

2. Meeting Minutes Approval – July 28, 2026

Johnson made a motion to approve the July 28, 2026 Planning Commission Meeting Minutes. Christopher seconded the motion.

Commissioner Trevor Wood	Absent
Commissioner Jesse Christopher	Yes
Commissioner Mike Weight	Yes
Commissioner Drew Hoffman	Absent
Commissioner BreAnna Nixon	Yes
Commissioner LaDawn Moak	Absent
Commissioner Jayson Johnson	Yes
Commissioner Tyrell Russell	Yes

The motion passed.

STAFF REPORTS

Brim informed the Commission of the upcoming APA Fall Conference and asked interested Commissioners to notify him if they would like to attend.

ADJOURNMENT

Nixon made a motion to adjourn the meeting.

The meeting was adjourned at 7:31 p.m.

Planning Commission Chair – Trevor Wood

Deputy City Recorder – Gwen Butters