



## NOTICE OF PUBLIC MEETING

### OF THE

### PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday, May 31, 2016** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OPENING REMARKS**
4. **APPROVAL OF MEETING'S AGENDA**
5. **OPEN SESSION**
6. **CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
  - a. City Council Minutes:
    - City Council Minutes for the May 3, 2016 meeting.
    - City Council Work Session Minutes for the May 10, 2016 meeting.
  - b. To consider approval of Partial Payment No. 2 for FY2014-2015 Culinary Water Improvements Project for Cody Ekker Construction, Inc.
  - c. To consider approval of payment vouchers for (May 23, 2016)

***PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.***

7. **BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
8. **PRESENTATIONS:**
  - A. Strawberry Days Royalty Presentation.
  - B. Utah League of Cities and Towns presentation. *Presenter: Ken Bullock*
9. **PUBLIC HEARING ITEMS:**
  - A. **Public Hearing** to consider for adoption an Ordinance (**2016-11**) to amend City Code Section 10-11H, Rural Commercial Overlay (RCO), expanding the permitted uses and applicable zones. (**NORTH FIELDS NEIGHBORHOOD**) (Page Westover applicant)

*Presenter: Director Young* **Note: This item will be continued to the June 21, 2016 meeting.**

- B. Public Hearing** to consider for adoption an Ordinance (2016-12) to apply the Rural Commercial Overlay (RCO) to approx. 3.5 acres located at 504 West 1100 North. (NORTH FIELDS NEIGHBORHOOD (Page Westover applicant) *Presenter: Director Young* **Note: This item will be continued to the June 21, 2016 meeting.**
- C. Public Hearing** to consider for adoption an Ordinance (2016-13) amending City Code Section 10-14-20, “Urban Design Standards”, modifying the design requirements for developments in The Grove Zone Chapter of the Pleasant Grove City Code. *Presenter: Director Young* **Note: This item will be continued to the June 21, 2016 meeting.**
- D. Public Hearing** to receive comments on the proposed Pleasant Grove City Fiscal Year 2015/2016 Budget Amendment. (CITY WIDE) **A copy of the proposed budget is available at the Records Office, 70 South 100 East, the Library 30 East Center and Community Development, 86 East 100 South.**

**10. ACTION ITEMS READY FOR VOTE:**

- A.** To consider for adoption a Resolution (2016-021) adopting the amended 2015/2016 Budget; and providing for an effective date. *Presenter: Director Roy*
- B.** To consider for approval a commercial subdivision called The Void located at approx. 1740 West 700 South in the Grove Zone, Commercial Sales sub-district. (SAM WHITE’S LANE NEIGHBORHOOD) *Presenter: Director Young* **Note: This item will be continued to the June 21, 2016 meeting.**
- C.** To consider site plan approval for The Void entertainment center located at approx. 1740 West 700 South in The Grove Zone, Commercial Sales sub-district. (SAM WHITE’S LANE NEIGHBORHOOD) *Presenter: Director Young* **Note: This item will be continued to the June 21, 2016 meeting.**
- D.** Continued Item: To consider for adoption a Resolution (2016-020) authorizing the Mayor to sign a Contract for Independent Contractors with Charles “Jake” Carsten as the Project Manager to assist in the construction of the multi-use trail. *Presenter: Administrator Darrington (Continued from the May 17, 2016 meeting)*
- E.** To consider for adoption an Ordinance (2016-14) amending Title 7 Chapter 2 “Parks and Public Properties” of the Pleasant Grove City Municipal Code by changing the title to “Parks, Trails and Recreational Facilities”; adding a “Definitions” section; adding regulations regarding smoking to conform with State and County regulations; regulating various activities in Parks/Trails and Recreation Activities; providing for enforcement for said regulations; making other technical changes and providing for an effective date. *Presenter: Director Giles*
- F.** To consider for adoption a Resolution (2016-05) authorizing the Mayor to sign a Cooperative Agreement for Non-District Use of District Lands and Interest in Lands on the Salt Lake Aqueduct Corridor with Metropolitan Water District of Salt Lake and Sandy for the Multi-Use Trail; and providing for an effective date. *Presenter: Attorney Petersen*
- G.** To consider for adoption a Resolution (2016-022) authorizing the Mayor to execute an addendum to the Professional Service Agreement with Think Architecture for

programing and preliminary design on the proposed public safety facilities; and providing for an effective date. *Presenter: Administrator Darrington*

**11. ITEMS FOR DISCUSSION:**

- A. Discussion on petition for annexation Lot 12 Plat G Wade Springs Subdivision.
- B. Discussion and possible direction on the 4000 North sewer.

**12. REVIEW AND DISCUSSION ON THE JUNE 7, 2016 CITY COUNCIL MEETING AGENDA.**

**13. NEIGHBORHOOD AND STAFF BUSINESS.**

**14. MAYOR AND COUNCIL BUSINESS.**

**15. SIGNING OF PLATS.**

**16. REVIEW CALENDAR.**

**17. ADJOURN AND CONVENE AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY.**

**18. ADJOURN AS THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY AND RECONVENE AS THE PLEASANT GROVE CITY COUNCIL.**

**19. ADJOURN.**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City ([www.plgrove.org](http://www.plgrove.org)) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: May 27, 2016

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

*Public Hearing items were published in the Daily Herald on May 20, 2016*

***Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>***

\*Note: 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 Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

**PARTIAL PAYMENT ESTIMATE  
NO. 2**

Name of Contractor: <b><i>Cody Ekker Construction, Inc.</i></b>		
Name of Owner: <b><i>Pleasant Grove City</i></b>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 1-Jun-16	Original: \$739,800.00	From: 2-Apr-16
Revised: 3-Jun-16	Revised: \$750,909.00	To: 29-Apr-16
Description of Job: <b><i>FY 2014-15 Culinary Water Improvements</i></b>		
Amount	This Period	Total To Date
Amount Earned	\$165,460.00	\$530,176.77
Retainage Being Held	\$8,273.00	\$26,508.84
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$346,480.93
Amount Due	<b>\$157,187.00</b>	<b>\$157,187.00</b>

Contractor's Construction Progress is ON SCHEDULE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 5/4/2016

  
**Scott Olson, P.E.**  
Project Manager

Accepted by: **Cody Ekker Construction, Inc.**

Date: 5/4/16

  
Project Manager

Approved By: **Pleasant Grove City**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Michael W. Daniels**  
Mayor

Budget Code \_\_\_\_\_ Staff Initial \_\_\_\_\_

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
1	Mobilization	1.00	LS	\$50,000.00	\$50,000.00	0.30	0.90	\$15,000.00	\$45,000.00
2	Traffic Control	1.00	LS	\$30,000.00	\$30,000.00	0.33	0.90	\$9,900.00	\$27,000.00
3	16 Inch PVC C-905 Water Pipe	2500.00	LF	\$57.00	\$142,500.00	678.00	2166.00	\$38,646.00	\$123,462.00
4	10 Inch PVC C-900 Water Pipe	20.00	LF	\$70.00	\$1,400.00	0.00	0.00		\$0.00
5	8 Inch PVC C-900 Water Pipe	160.00	LF	\$50.00	\$8,000.00	0.00	51.50		\$2,575.00
6	6 Inch PVC C-900 Water Pipe	160.00	LF	\$50.00	\$8,000.00	0.00	25.00		\$1,250.00
7	4 Inch PVC C-900 Water Pipe	80.00	LF	\$40.00	\$3,200.00	0.00	13.00		\$520.00
8	24 Inch Jack and Bore	65.00	LF	\$480.00	\$31,200.00	60.00	60.00	\$28,800.00	\$28,800.00
9	2 Inch Water Lateral Pipe (Trenchless)	200.00	LF	\$25.00	\$5,000.00	0.00	37.00		\$925.00
10	1-1/2 Inch Water Lateral Pipe (Trenchless)	50.00	LF	\$25.00	\$1,250.00	0.00	37.00		\$925.00
11	1 Inch Water Lateral Pipe (Trenchless)	1330.00	LF	\$24.00	\$31,920.00	0.00	177.00		\$4,248.00
12	16 Inch Butterfly Valve	8.00	EA	\$3,200.00	\$25,600.00	1.00	7.00	\$3,200.00	\$22,400.00
13	12 Inch Gate Valve	1.00	EA	\$2,600.00	\$2,600.00	0.00	0.00		\$0.00
14	10 Inch Gate Valve	1.00	EA	\$2,300.00	\$2,300.00	0.00	0.00		\$0.00
15	8 Inch Gate Valve	4.00	EA	\$1,600.00	\$6,400.00	0.00	4.00		\$6,400.00
16	6 Inch Gate Valve	2.00	EA	\$1,200.00	\$2,400.00	1.00	3.00	\$1,200.00	\$3,600.00
17	16 x 16 Inch Tee	9.00	EA	\$2,475.00	\$22,275.00	2.00	7.00	\$4,950.00	\$17,325.00
18	16 Inch 90 Degree Bend	2.00	EA	\$1,800.00	\$3,600.00	0.00	2.00		\$3,600.00
19	8 Inch 90 Degree Bend	2.00	EA	\$700.00	\$1,400.00	0.00	2.00		\$1,400.00
20	6 Inch 90 Degree Bend	1.00	EA	\$450.00	\$450.00	0.00	1.00		\$450.00
21	4 Inch 90 Degree Bend	2.00	EA	\$400.00	\$800.00	0.00	2.00		\$800.00
22	16 Inch 45 Degree Bend	2.00	EA	\$1,600.00	\$3,200.00	2.00	2.00	\$3,200.00	\$3,200.00
23	8 Inch 45 Degree Bend	2.00	EA	\$600.00	\$1,200.00	0.00	0.00		\$0.00
24	16 Inch 22.5 Degree Bend	1.00	EA	\$2,000.00	\$2,000.00	2.00	2.00	\$4,000.00	\$4,000.00
25	6 Inch 22.5 Degree Bend	1.00	EA	\$400.00	\$400.00	0.00	2.00		\$800.00
26	16 Inch 11.25 Degree Bend	5.00	EA	\$1,400.00	\$7,000.00	2.00	5.00	\$2,800.00	\$7,000.00
27	10 Inch 11.25 Degree Bend	1.00	EA	\$700.00	\$700.00	0.00	0.00		\$0.00
28	8 Inch 11.25 Degree Bend	3.00	EA	\$500.00	\$1,500.00	0.00	3.00		\$1,500.00
29	6 Inch 11.25 Degree Bend	1.00	EA	\$400.00	\$400.00	0.00	0.00		\$0.00
30	16 x 12 Inch Reducer	1.00	EA	\$1,100.00	\$1,100.00	0.00	0.00		\$0.00
31	16 x 10 Inch Reducer	1.00	EA	\$1,000.00	\$1,000.00	0.00	0.00		\$0.00
32	16 x 8 Inch Reducer	5.00	EA	\$950.00	\$4,750.00	1.00	5.00	\$950.00	\$4,750.00
33	16 x 6 Inch Reducer	4.00	EA	\$950.00	\$3,800.00	1.00	3.00	\$950.00	\$2,850.00
34	8 x 4 Inch Reducer	2.00	EA	\$375.00	\$750.00	0.00	2.00		\$750.00
35	16 Inch Flange Adapter	17.00	EA	\$1,000.00	\$17,000.00	4.00	14.00	\$4,000.00	\$14,000.00
36	8 Inch Flange Adapter	1.00	EA	\$300.00	\$300.00	0.00	0.00		\$0.00
37	6 Inch Flange Adapter	2.00	EA	\$300.00	\$600.00	0.00	1.00		\$300.00
38	8 Inch Cut and Cap	6.00	EA	\$450.00	\$2,700.00	0.00	3.00		\$1,350.00
39	6 Inch Cut and Cap	11.00	EA	\$400.00	\$4,400.00	2.00	5.00	\$800.00	\$2,000.00
40	4 Inch Cut and Cap	5.00	EA	\$400.00	\$2,000.00	1.00	10.00	\$400.00	\$4,000.00
41	10 Inch Long Sleeve	1.00	EA	\$500.00	\$500.00	0.00	0.00		\$0.00
42	8 Inch Long Sleeve	3.00	EA	\$400.00	\$1,200.00	0.00	0.00		\$0.00
43	6 Inch Long Sleeve	4.00	EA	\$300.00	\$1,200.00	0.00	3.00		\$900.00
44	4 Inch Long Sleeve	2.00	EA	\$300.00	\$600.00	0.00	0.00		\$0.00
45	Replace Existing Fire Hydrant	4.00	EA	\$4,900.00	\$19,600.00	1.00	4.00	\$4,900.00	\$19,600.00
46	Install Fire Hydrant	1.00	EA	\$4,700.00	\$4,700.00	0.00	0.00		\$0.00
47	Water Connection	20.00	EA	\$700.00	\$14,000.00	1.00	11.00	\$700.00	\$7,700.00
48	Remove Water Valve	2.00	EA	\$500.00	\$1,000.00	0.00	1.00		\$500.00
49	Remove Existing Water Valve Cover	7.00	EA	\$300.00	\$2,100.00	0.00	4.00		\$1,200.00
50	Remove Water Valve Boxes/Meters	5.00	EA	\$500.00	\$2,500.00	0.00	0.00		\$0.00
51	2 Inch Service Connection - Pressurized Irrigation	1.00	EA	\$900.00	\$900.00	0.00	1.00		\$900.00
52	1-1/2 Inch Double Service Connection - Pressurized Irrigation	1.00	EA	\$900.00	\$900.00	0.00	1.00		\$900.00
53	Reconnect Existing Pressurized Irrigation Box	1.00	EA	\$500.00	\$500.00	0.00	0.00		\$0.00
54	Pressurized Irrigation Drain	1.00	EA	\$1,100.00	\$1,100.00	1.00	1.00	\$1,100.00	\$1,100.00
55	2 Inch Polyethylene Service Pipe - Pressurized Irrigation	140.00	LF	\$20.00	\$2,800.00	113.00	113.00	\$2,260.00	\$2,260.00
56	Storm Drain Curb Inlet	1.00	EA	\$1,700.00	\$1,700.00	0.00	1.00		\$1,700.00
57	Storm Drain 4'x6' Combination Box	2.00	EA	\$3,700.00	\$7,400.00	2.00	2.00	\$7,400.00	\$7,400.00
58	60 Inch Storm Drain Manhole	1.00	EA	\$2,500.00	\$2,500.00	1.00	1.00	\$2,500.00	\$2,500.00
59	15 Inch RCP, Class III	500.00	LF	\$50.00	\$25,000.00	408.00	408.00	\$20,400.00	\$20,400.00
60	Curb and Gutter	250.00	LF	\$25.00	\$6,250.00	239.00	296.00	\$5,975.00	\$7,400.00
61	Import Backfill (100%)	3410.00	TON	\$13.00	\$44,330.00	578.00	1362.00	\$7,514.00	\$17,706.00
62	2 Inch Stabilization Rock	341.00	TON	\$25.00	\$8,525.00	0.00	0.00		\$0.00
63	Untreated Base Course	1100.00	CY	\$35.00	\$38,500.00	124.00	284.00	\$4,340.00	\$9,940.00
64	Hot Mix Asphalt	1100.00	TON	\$89.00	\$97,900.00	0.00	404.93		\$36,038.77
65	Demolition	1.00	LS	\$15,000.00	\$15,000.00	0.50	0.50	\$7,500.00	\$7,500.00
66	Storm Water Pollution Prevention Plan	1.00	LS	\$4,000.00	\$4,000.00	0.30	0.70	\$1,200.00	\$2,800.00
<b>Alternate 1:</b>									
1	2 Inch Water Lateral Pipe (Open Trench)	0.00	LF	\$25.00	\$0.00	0.00	0.00		\$0.00
2	1-1/2 Inch Water Lateral Pipe (Open Trench)	0.00	LF	\$25.00	\$0.00	0.00	0.00		\$0.00
3	1 Inch Water Lateral Pipe (Open Trench)	0.00	LF	\$25.00	\$0.00	173.00	316.00	\$4,325.00	\$7,900.00
4	Staging Area Fill Placement (Deduct)	0.00	CY	(\$6.00)	\$0.00	575.00	1722.00	(\$3,450.00)	(\$10,332.00)
<b>Subtotal</b>					<b>\$739,800.00</b>			<b>\$185,460.00</b>	<b>\$483,192.77</b>

Stockpile Payment									\$57,075.00
Stockpile Deduction								(\$20,000.00)	(\$20,000.00)
Change Order #1 - 100 East Storm Drain Changes	1	LS	\$8,659.00	\$8,659.00	0.00	1.00			\$8,659.00
Change Order #1 - 8" X 6" Reducer	1	EA	\$450.00	\$450.00	0.00	1.00			\$450.00
Change Order #1 - 6" 45 Degree Bend	4	EA	\$400.00	\$1,600.00	0.00	2.00			\$800.00
Change Order #1 - 6" 22.5 Degree Bend	1	EA	\$400.00	\$400.00	0.00	0.00			\$0.00

**Total**

**\$750,909.00**

<b>TOTAL</b>	<b>\$165,460.00</b>	<b>\$530,176.77</b>
AMOUNT RETAINED	\$8,273.00	\$26,508.84
RETAINAGE RELEASED		
PREVIOUS RETAINAGE		\$18,235.84
PREVIOUS PAYMENTS		\$346,480.93
<b>AMOUNT DUE</b>	<b>\$157,187.00</b>	<b>\$157,187.00</b>

**RESOLUTION NO. 2016-021**

**A RESOLUTION OF THE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, ADJUSTING AND AMENDING THE REVENUES AND EXPENDITURES FOR FISCAL YEAR 2015/2016; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, notice of a Public Hearing, as required by law, to consider adjusting and amending the revenues and expenditures of the 2015/2016 Fiscal Year Budget, was published in a newspaper of general circulation; and

**WHEREAS**, the Pleasant Grove City Council held a duly noticed Public Hearing on June 9, 2015 to adopt the 2015/2016 budget; and

**WHEREAS**, State law requires amendments to the current year's budget be made no later than June 30 of each year; and

**WHEREAS**, it has become necessary to amend the FYI 2015/2016 budget to reflect actual and anticipated expenditures; and

**WHEREAS**, pursuant to the requirements of state law, the City Council held a duly notice public hearing on May 31, 2016 to adopt the amended 2015/2016 budget; and

**WHEREAS**, the Council finds that it has satisfied all legal requirements to amend the budget, and hereby determines that certain amendments to the 2015/2016 Fiscal Year Budget are necessary; and

**WHEREAS**, the Pleasant Grove City Council has considered input from staff and the public.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Pleasant Grove City, Utah County, State of Utah, that the adjustments and amendments to the revenues and expenditures for Fiscal Year 2015/2016 is hereby amended as set forth in Exhibit "A."

**PASSED AND ADOPTED** by the City Council of Pleasant Grove City, Utah this 31<sup>st</sup> day of May, 2016

\_\_\_\_\_  
Michael W. Daniels, Mayor

ATTEST:

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC

(SEAL)

**FY 2016 Budget Amendment #2 - May 31, 2016**

**General Fund**

Description	Amount	Details
Increase Wages & Engineering Services in Engineering Division	\$66,150	To cover Engineering restructuring & Engineering Services overages
Transfer to Capital Equipment Fund	114,854	Capital project funding from General Fund- Excess from FY2015
Streets Division Reimbursement	2,000	Sidewalk Reimbursement- Villa Finance LLC

**Police Grants/Donations**

Description	Amount	Details
State of Utah -ICAC Reimbursement	\$1,864	Purchase printer/camera/charger
State of Utah-Easy Grant Reimbursement	67	Overtime expenses
City of Orem	3,707	Overtime expenses
Utah County	165	Tobacco compliance
State of Utah -EMPG Grant	2,125	EMPG Expenses
State of Utah	233	Overtime expenses
State of Utah -ICAC Reimbursement	758	ipad/billings
Honorary Colonels	2,590	Rifle Purchases
Honorary Colonels	1,250	Youth Citizen Academy
State pf Utah	74	Overtime expenses
State of Utah	2,000	DOJ Audit

**Library Grants/Donations**

Description	Amount	Details
Robinson Revocable Trust Donation	\$200	Children's Art Books
State of Utah	500	Children's Programming
CLEF Grant	8,500	Technology
Uplift Teen Grant	500	Teen Programming

**Capital Project Fund**

Description	Amount	Details
Utah County Recreation Grant	\$19,204	Multi-use Trail engineering expenses

**Park Impact Fee Fund Balance**

Description	Amount	Details
Cook Property Purchase	\$7,525	Finals costs for building evaluation & appraisal
Shannon Fields Completion	21,357	BSN Sports Collegiate & final engineering costs
Multi-use Trail	250,000	Engineering & construction expenses

**Fire Impact Fee Fund Balance**

Description	Amount	Details
Building Structural Evaluation	\$14,113	Architectural expenses
Impact Fee Study	8,000	Impact Fee Analysis

**Police Impact Fee Fund Balance**

Description	Amount	Details
Building Structural Evaluation	\$14,113	Architectural expenses
Impact Fee Study	8,000	Impact Fee Analysis

**Street Impact Fee Fund Balance**

Description	Amount	Details
3-year Road Plan Study	\$8,400	Engineering expenses

**Tax Increment**

Description	Amount	Details
doTerra tax increment payment	\$237,000	Per executed agreement

**Water Fund**

Description	Amount	Details
Transfer to Metropolitan Water District of Pleasant Grove	\$150,000	Council approved transfer from May/2015 for water share purchases
Blue Energy Project	500,000	\$257,851.42 covered by grant reimbursements, remainder from Fund Balance
New Meter Purchases	10,000	Water Fund Balance
Phonemax	800	Water Department Cellular Sales
Western Metals Recycling	695	Water Department Scrap Metal

**Sewer Fund**

Description	Amount	Details
100 West Improvements	\$379,788	Construction & engineering expenses - \$307,628.35 from Sewer Impact Fee Balance/\$90,159.94 from Sewer Fund Balance
4000 North Sewer	40,000	Engineering expenses - reduce budget from 500 East Project 5290934

**Storm Drain Fund**

Description	Amount	Details
Utah County	\$1,554	Storm Water Reimbursement
Contractor paid to upsize line from 18" - 42"	47,742	Garden Grove 4870935 Increase - Decrease from Land Acquisition 4870811
doTerra Line Reimbursement	47,710	1300 W 4870893 Increase - Decrease from Land Acquisition 4870811
Adams Grove Plat C Improvements	15,000	Storm Drain Fund Balance
Impact Fee Study	15,000	Storm Drain Impact Fee Fund Balance

**RESOLUTION NO. 2016-020**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTORS AGREEMENT WITH CHARLES “JAKE” CARSTEN dba DIRT DOJO TO PROVIDE SERVICES AS A PROJECT MANAGER FOR A PORTION OF THE MULTI-USE TRAIL SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, the City desires to construct a multi-use trail system; and

**WHEREAS**, the City desires to construct a portion of said trail system now and in the most cost effective manner, utilizing volunteers to perform much of the physical labor; and

**WHEREAS**, the City desires to procure the services of a Project Manager to assist in supervising the construction of the subject portion of the trail system; and

**WHEREAS**, the Contractor is qualified to provide the services of a Project Manager for the project; and

**WHEREAS**, the Contractor is willing to provide services to the City, and the City is willing to accept services from and compensate Contractor of said services subject to the terms and covenants and conditions set forth in the agreement; and

**WHEREAS**, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to retain Charles “Jake” Carsten to provide said services; and

**NOW, THEREFORE**, be it resolved by the Pleasant Grove City Council as follows:

**SECTION 1**

The Mayor of Pleasant Grove City is hereby authorized to sign the independent contractor’s agreement with Charles “Jake” Carsten. Agreement is attached hereto and incorporated herein as Exhibit “A.”

**SECTION 2**

This resolution is effective immediately.

**THIS RESOLUTION APPROVED AND ADOPTED** this 31<sup>st</sup> day of May, 2016 by the City Council of Pleasant Grove City, Utah.

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Michael W. Daniels, Mayor

ATTEST:

(SEAL)

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Kathy T. Kresser, City Recorder, MMC

**Pleasant Grove City  
Contract for Independent Contractors**

1. **GENERAL.** Pleasant Grove City duly organized and existing under the laws of the State of Utah, with its primary place of business located at 70 South 100 East, Pleasant Grove, Utah (hereinafter referred to as "City") and DIRT DOJO – CHARLES “JAKE” CARSTEN, whose address is 3500 Gable Drive, Austin, Texas 78759 (hereinafter referred to as "Contractor") herewith enter into this contract for services, effective as of May \_\_\_\_\_, 2016.

2. **RECITALS.** The parties recite and declare:

**WHEREAS**, City desires to construct a multi-use trail system; and

**WHEREAS**, City desires to procure the services of a Project Manager to assist in constructing the trail; and

**WHEREAS**, Contractor is qualified to provide the services of a Project Manager for the project; and

**WHEREAS**, Contractor is willing to provide services to City, and City is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement; and

**WHEREAS**, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, City and Contractor agree as follows:

3. **CONTRACTOR DATA:**

Contractor certifies that the following data is true and correct:

A. (1) Name: Jake Carsten dba Dirt Dojo

(2) Tax ID Number: 060-66-1194

(3) Address: 3500 Gable Drive  
Austin, TX 78759

(4) Telephone: 512-743-7517

(5) Email: dirdojo@gmail.com

B. Contractor states that, “I am physically fit, in good health, and physically and medically able to perform the services specified.”

4. **SERVICES.**

- A. Contractor herewith agrees to perform the following services:
  - (1) Contractor Services are to be as set forth in the Proposal which is attached hereto and incorporated herein as Exhibit "A."
- B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established by the City.
- C. Contractor shall perform such duties as specified by this contract and are customarily performed during the course of performing the above listed services.
- D. Additional terms regarding the services to be provided are set forth in Exhibit A as "Conditions."

5. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that he will at all times faithfully, industrially, and to the best of his ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of City.

6. **TERM OF CONTRACT.** This contract shall be for twelve (12) weeks which will include drive time to/from Pleasant Grove with actual work to begin June 20, 2016, and ending on September 2, 2016, with a renewal option thereafter. Terms of renewal will be negotiated between the parties at the expiration of the initial term, or at any time before said expiration as agreed by the parties.

A. If City and Contractor agree to shorten the duration of the contract, Contractor will reduce contract balance by \$2,480.00 for each week (\$324.58 per day) that the contract is reduced. Minimum contract duration is nine (9) weeks.

B. Maximum contract duration is 12 weeks unless there are extraordinary circumstances to which both parties agree.

C. City understands and agrees that there will be approximately five (5) days during the contract period where Contractor has previous obligations and will not be expected to be on the Project Site. Those days are: July 15 and 18, 2016; and August 18, 19, and 22, 2016

7. **TERMINATION OF CONTRACT.** This contract shall expire on or before September 2, 2016 in addition, either party shall have the right to terminate this contract with thirty (30) days written notice to the other party.

8. **COMPENSATION OF CONTRACTOR.** City shall pay Contractor, and Contractor shall

accept from City, in full payment for Contractor's services under this agreement, FORTY TWO THOUSAND FOUR HUNDRED SIXTY THREE DOLLARS AND SIXTY FOUR CENTS (\$42,463.64). To be paid in the following manner: TEN THOUSAND DOLLARS (\$10,000.00) after the first week on site but, no later than June 24, 2016. The remaining balance will be invoiced on the 15<sup>th</sup> of the month for three months.

- A. City agrees to provide to Contractor and the Internal Revenue Service, appropriate 1099 Forms and such other tax reporting information as may be required by the Internal Revenue Service. Nothing in this paragraph, however, shall be deemed as an acknowledgment by City that Contractor is in any respect an employee of the City.
- B. Contractor agrees to provide a minimum of 40 hours of work service weekly for the stated compensation. Contractor agrees that all expenses and costs outside those listed in the Proposal as included in the contract price or specifically excluded from the contract price and listed as City funded, shall be its responsibility.

9. **INDEPENDENT CONTRACTOR STATUS.** It is understood and agreed that Contractor is an independent contractor and is not an employee, officer, or agent of the City for any purposes and is not entitled to any benefits as a City employee while acting under the terms of this contract. Contractor acknowledges that the City will not withhold any federal, state, or local taxes, including FICA, nor will City provide any unemployment compensation or worker's compensation coverage. As an independent contractor, Contractor shall be responsible for all taxes and insurance coverage, and shall hold City harmless and indemnify City from and against any and all claims related to taxes, unemployment compensation or worker's compensation.

10. **RETURN OF EQUIPMENT ON TERMINATION OF EMPLOYMENT.** On termination of this agreement by either party, or at the termination of Contractor, all City property in the possession of Contractor shall be promptly returned to City by Contractor.

11. **EMPLOYEE BENEFITS.** Contractor shall have no right to, and shall not be provided with, any employee benefits.

12. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the Contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.

13. **CONFIDENTIALITY AND NON-COMPETITION.**

- A. Contractor recognizes that information of a sensitive or confidential nature regarding the City will come into his knowledge as a result of performing his duties. Contractor agrees to maintain confidentiality on all such information coming into his knowledge and agrees not to disclose said information to any person or entity.

14. **AGREEMENTS OUTSIDE OF CONTRACT.** This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that he or it has relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

15. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

16. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted, with the exception that any action arising out of federal law shall be construed in accordance with and under and pursuant to the federal laws at issue.

17. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

18. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

19. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that contractor has obtained and will maintain liability insurance sufficient to support contractor's hold-harmless indemnification promise. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by state law.

20. **UNDERSTANDING AND EFFECT OF AGREEMENT.**

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.

B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

21. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

22. **ATTORNEY FEES.** In the event this contract is breached. Breaching party will be responsible for all attorney fees and costs incurred by the other party in enforcing the contract.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed on the date indicated below.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's Signature      Printed Name of Contractor      \_\_\_\_\_  
Date

**CITY:**

BY: \_\_\_\_\_  
Michael W. Daniels,      \_\_\_\_\_  
Mayor      Date

**ATTEST:**

\_\_\_\_\_

Kathy T. Kresser,  
City Recorder

**ORDINANCE NO. 2016-11**

**AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH; AMENDING TITLE 7 CHAPTER 2 “PARKS AND PUBLIC PROPERTIES” CHANGING THE TITLE OF SAID CHAPTER TO “PARKS, TRAILS, AND RECREATIONAL FACILITIES”; ADDING A “DEFINITIONS” SECTION; ADDING REGULATIONS REGARDING SMOKING TO CONFORM WITH STATE AND COUNTY REGULATIONS; REGULATING VARIOUS ACTIVITIES IN PARKS/TRAILS AND RECREATIONAL ACTIVITIES; PROVIDING FOR ENFORCEMENT OF SAID REGULATIONS; MAKING OTHER TECHNICAL CHANGES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the legislative body has previously adopted ordinances regulating the use of parks and public properties, including trails and other recreational facilities; and

**WHEREAS**, the City is authorized by Utah Code § 10-8-84 to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants. . .”; and

**WHEREAS**, the legislative body desires to regulate parks, trails, and recreational facilities out of concern for the health, safety and welfare of its citizens; and

**WHEREAS**, the City Council has determined that it is in the best interests of the citizens or Pleasant Grove to regulate said facilities and activities; and

**WHEREAS**, the City Council finds it necessary to update its ordinance to accommodate for changing circumstances and changing county regulations.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Pleasant Grove City, Utah County, State of Utah, as follows:

**SECTION 1:** Title 7 Chapter 2 “Parks and Public Properties” shall be amended as follows:

**Chapter 2  
PARKS AND PUBLIC PROPERTIES**

**PARKS, TRAILS AND RECREATIONAL FACILITIES**

**7-2-1: PARK DEFINED:** **7-2-1: PURPOSE:**

**7-2-2: VANDALISM AND NUISANCES PROHIBITED:** **7-2-2: AUTHORITY:**

**7-2-3: REFUSAL TO LEAVE:** **7-2-3: DEFINITIONS:**

**7-2-4: USE OF PARKS BY PERMISSION; COMMERCIAL SALES PROHIBITED:**

**7-2-4: REGULATION OF PUBLIC USE:**

**7-2-5: CONCESSIONS:** **7-2-5: REGULATION OF GENERAL CONDUCT:**

**7-2-6: PARK CURFEW:** **7-2-6: REGULATION OF RECREATIONAL ACTIVITY:**

~~7-2-7: DIAMOND AND TENNIS COURT LIGHT CURFEW:~~ 7-2-7: MOTORIZED VEHICLE RESTRICTIONS:

~~7-2-8: AREAS WHERE OTHER THAN PEDESTRIAN TRAFFIC PERMITTED:~~ 7-2-8: ENCROACHMENTS

~~7-2-9: PARKING:~~ 7-2-9: OUTDOOR SMOKING PROHIBITIONS:

~~7-2-10: ALCOHOLIC BEVERAGES PROHIBITED:~~ 7-2-10: ENFORCEMENT

~~7-2-11: LITTERING PROHIBITED:~~

~~7-2-12: USE OF RADIOS AND RECORDERS:~~

~~7-2-13: PARK SIGNAGE:~~

~~7-2-14: PENALTY:~~

**7-2-1: PARK DEFINED: PURPOSE:**

~~"Park" shall mean any public or city owned park or properties. (Ord. 97-7, 4-15-1997)~~

The purpose of this chapter is to further develop parks, trails, and recreational facilities for the welfare and enjoyment of residents, and to ensure the orderly and suitable use of such facilities, thus furthering the safety, health, comfort, and welfare of all persons in the use thereof.

**7-2-2: AUTHORITY:**

- A. The parks & recreation director may propose the establishment of certain parks, trails, and recreational facilities which shall, upon the advice and consent of the city council, be created as the city council deems fit. The director may, through the allocation of city funds or by exacting from developers of large tracts of land or subdivisions certain real property, establish such parks, trails, and recreational facilities together with such improvements thereon as the director with the advice and consent of the city council deems advisable.
- B. The city council may set a park, trails and recreation facilities impact fee for all new development within the city.
- C. The parks and recreation director may proscribe certain uses and restrictions on use for the city parks, trails and recreation facilities as deemed reasonable and necessary for the protection and preservation of public health, safety and welfare, and public facilities consistent with this chapter and other city ordinances. The director may coordinate rulemaking and enforcement with law enforcement officers.

**7-2-3: DEFINITIONS:**

As used in this chapter:

SUPERINTENDENT: the manager of the Pleasant Grove City parks, trails, and open space department.

PARK: A specific piece of ground, either within the city or that is under the ownership or control of the city, that is operated and maintained by the city and set apart for the use of the general public, whether developed or undeveloped, including natural parks and open space, and that may be planted with trees, lawns and other shrubbery. A park may include within its boundary facilities for

sport, entertainment, dancing, recreation, swimming, or similar functions. A park may be planned for any beneficial used by the citizenry. A park may have numerous facilities or may have no facilities.

PARKS & RECREATION DIRECTOR OR DIRECTOR: The Pleasant Grove City director of parks & recreation.

RECREATION FACILITIES OR FACILITIES: Parks, trails, recreational areas and recreation centers which are owned or operated by the city, or for which the city has enforcement or maintenance responsibilities.

RECREATION: A leisure activity or diversion which restores one's strength, spirit or vitality and which refreshes the mind or body.

TRAIL: A linear corridor of property which is part of the parks, trails and recreation master plan or which connects planned trails and is maintained by the city for the purpose of hiking, walking, jogging, running, equestrian, cycling or other such use allowed by this chapter.

MASS GATHERING: an outdoor assembly of one hundred (100) or more people on city owned property that reasonably can be expected to continue for two (2) hours or more.

SMOKE OR SMOKING: Means and includes possession, carrying, or holding a lighted pipe, cigar, cigarette, or e-cigarettes of any kind, or any other lighted smoking equipment, or the lighting of a pipe, cigar, cigarette, or e-cigarettes of any kind, including, but not limited to, tobacco, or any other weed, plant or chemical.

#### **7-2-4 REGULATION OF PUBLIC USE:**

- A. Designated Hours And Days: Except for unusual or unforeseen events, city recreational facilities shall be open to the public every day of the year during designated hours. Unless otherwise noticed by sign or other communication, facilities shall be open each day from Dusk to Dawn. Any section or part may be declared closed to the public by the director at any time and for any interval of time, either temporarily or at regular and stated interval, and either entirely or for certain uses as the director shall find necessary. With the exception of government, police, fire, emergency, or other authorized vehicles, no person shall enter a recreational facility during the hours or days it is closed.

#### **7-2-7: DIAMOND AND TENNIS COURT LIGHT CURFEW:**

- B. All diamond and tennis court lights shall be turned off by ten thirty o'clock (10:30) P.M., unless special written permission is obtained from the ~~leisure services~~ Director. (Ord. 97-7, 4-15-1997)

#### **7-2-6: PARK CURFEW:**

- ~~A. All parks shall be closed between the hours of ten thirty o'clock (10:30) P.M. and five o'clock (5:00) A.M. It shall be unlawful for any person other than city employees performing their duties to be in a park when it is closed.~~
- ~~B. B The Manila Park known as the Novell Discovery Park will be closed from "dusk to dawn". (Ord. 97-7, 4-15-1997)~~
- C. Fees: The city may establish fees for the use of certain parks, trails, and recreational facilities. Such fees shall be set by resolution of the city council and shall be published in the city's consolidated fee schedule.

### **E.7-2-13: PARK SIGNAGE<sup>4</sup>:**

1. A. Required: The division of parks shall cause to have made of durable material, use ADA (Americans with Disabilities Act) compatible language, erect conspicuously at each entrance, and thereafter maintain in good order, signage as follows:

a. 1. Indicating the approved name of the park.

b. 2. Indicating in readily legible, concise, summary form, hours of park availability to the public and rules of park use, including pertinent restrictions.

2. B. Single Sign: Signage of subsections A and B of this section may be combined on a single sign. (Ord. 97-7, 4-15-1997)

3. ~~The city may erect signs designating city recreation facilities or public open space and describing rules for public use of the same.~~

~~7-2-2: B 4. To skateboard or in line skate on paths and sidewalks, except in designated areas;~~

### **7-2-5: REGULATION OF GENERAL CONDUCT:**

A. Destruction Or Defacement Of Facilities Or Signs: It shall be unlawful for any person to deface, vandalize, or remove recreation facility property, buildings, or equipment, or to deface, destroy, cover, damage, or remove any placard notice, or sign or parts thereof, whether permanent or temporary, posted or exhibited by the city at such facilities.

### **7-2-2: VANDALISM AND NUISANCES PROHIBITED:**

~~A. It shall be unlawful for any person or persons to scratch, cut, injure or deface any of the buildings, fences or structures, or to foul any of the fountains, or any other improvements, or to cut or injure flowers, flower beds, turf, trees or shrubs within the parks, or to commit any other act of vandalism to public or private property.~~

B. Disturbance Of Natural Resources: It shall be unlawful for any person to remove, alter, injure, or destroy any natural resource at a recreational facility without authorization from the director, excepting city personnel in furtherance of their duties.

C. Disturbance Of Wildlife: It shall be unlawful for any person to kill, trap, hunt, pursue, or in any manner disturb or cause to be disturbed, or have in possession any species of wildlife found within the confines of any recreational facility, except that fishing may be permitted in accordance with the official rules established by the director for a given facility. Possibly add in wording for release of invasive species. For the pond It shall be unlawful for any person to release live ducks, geese, fish, amphibians, reptiles, plants or insects into any recreational facility.

D. Littering: It shall be unlawful for any person to deposit, scatter, drop, or abandon in or along any facility any paper, bottles, cans, sewage, waste, trash, or other debris, except in receptacles provided by the city parks department for such purpose. No person shall deposit in any receptacle in any facility any accumulation of waste or trash generated outside the boundaries of the recreation facility.

### **7-2-11: LITTERING PROHIBITED:**

It shall be unlawful to cause or allow any foreign material, papers, bottles, cans, rags, or discarded articles of any substantial kind or nature to be left in public places. (Ord. 97-7, 4-15-1997)

D. Disorderly Conduct: It shall be unlawful for any person to engage in fighting or indulge in riotous, disorderly, threatening, or indecent conduct or use any abusive, threatening, profane, or indecent language while on or in a recreational facility.

~~7-2-2: B 3. To engage in any activity that threatens the safety or well-being of other persons;~~

~~7-2-2: B 5. To create a disturbance or a nuisance; or~~

E. Alcohol And Controlled Substances: It shall be unlawful for any person to use, possess, or sell any alcoholic beverage or illegal controlled substance while on or in a recreational facility.

### **7-2-10: ALCOHOLIC BEVERAGES PROHIBITED<sup>2</sup>:**

~~It shall be unlawful to consume or possess any alcoholic beverage within a park. (Ord. 97-7, 4-15-1997)~~

F. Discharge Of Firearms, Dangerous Weapons, Or Fireworks: It shall be unlawful for any person to discharge any firearm or explosive of any kind including fireworks at a recreation facility excepting law enforcement officers and those who are allowed by state code or have received written consent to do so from the director. City sponsored firework events are exempt.

~~7-2-2: B,2. To shoot any firearm or propel arrows, rocks or any projectile, unless prior approval is obtained from the leisure services director<sup>1</sup>; (Ord. 97-7, 4-15-1997; amd. 2003 Code)~~

G. Noise Restrictions: No person may play or cause to be played amplified music or sound in a recreation facility without the express written approval of the director and without obtaining a license for such purpose. Such permission or license may be denied by the director where it is reasonably believed that such noise would disturb other patrons of the facility, annoy residents neighboring the facility, or disturb wildlife. The written permission and license to play amplified sound must be provided to any city employee or official upon demand during the time for which it is granted. Issuance of permission and a license does not exempt the holder or permitted from all other rules, regulations, ordinances or statues whether state, county or city.

### **7-2-12: USE OF RADIOS AND RECORDERS<sup>3</sup>:**

~~A. It shall be unlawful to operate, play or cause to be operated or played in a city park or in a motor vehicle located in a city park or parked on a road adjacent to a city park, any radio, television, phonograph, stereo, tape player, disk player or other similar device which produces, reproduces or amplifies sound in such a manner as to be audible beyond the boundaries of the park or at a distance of more than fifty feet (50') from such radio, television, phonograph, stereo, tape player, disk player, sound amplifier or similar device.~~

~~B. Subsection A of this section shall not apply if the device described in subsection A of this section and the volume of sound therefrom are specifically authorized by the recreation department in conjunction with a scheduled activity. (Ord. 97-7, 4-15-1997~~

H. Fires: It shall be unlawful for any person to burn an open fire in a recreation facility except in a barbecue, grill or fire pit areas provided by the city. The director may restrict allowed uses for the protection and preservation of public health, safety and welfare, and public facilities.

I. Unlawful Occupancy: It shall be unlawful for any person to enter any recreation facility building, installation, or area that may be under construction, locked, or closed to public use; or to enter, remain in, or be upon any building, installation, or area after the closing time or before the opening time, or contrary to the posted notice in any recreation facility.

J. Domesticated Animal Restrictions: At any recreation facility, any owner of a domesticated animal or person having charge, care, custody, or control of such animal shall remove and properly dispose of any feces left by the animal. It is prohibited for any person to take or permit any unrestrained domesticated animal in a recreation facility not specifically designated by the city for that purpose. Such animals must be continually kept on a leash. Such Animals shall not enter or be watered at any fountain, pond, lake or stream, except as locations specifically designated by the city for that purpose. Service animals shall be exempt.

~~7-2-2: B. It shall be unlawful for any person or persons to ride any animal or to permit a dog to be unleashed within the area of a park.~~

K. Grazing: It shall be unlawful to use any recreation facility for the purpose of grazing domestic livestock, such as horses, donkeys, mules, llamas, cattle, sheep, or goats without authorization from the director.

#### **7-2-5: CONCESSIONS:**

L. Concessions In City Parks: The operation of any and all concessions to sell or rent any property (such as equipment, food, etc.) in any park or on any other property owned by the city shall be governed by the provisions of this section. All concessions shall comply also with any applicable state or local law.

1. Concession Agreement: The privilege to operate a concession shall be granted by agreement between the city and the concessionaire. The privilege to operate a concession shall be determined on a competitive basis with service clubs being given priority consideration. The concession agreement may be for such period of time as agreed upon by the city and the concessionaire. The city shall have the right to review the services provided by the concessionaire at any time and to revoke the privilege to operate the concession if it is determined that the concessionaire is not abiding by the terms of the agreement or is not providing adequate service to the public. The ~~leisure services~~ Director is authorized to receive concession proposals and approve concession agreements in accordance with the provisions of this section.

2. Concession Structures:

a. Permanent concessions structures shall not be allowed on city property unless they are owned by the city. The city may enter into a long term lease agreement of a city owned concession structure.

- b. Temporary concession stands shall be limited to trailer or mobile units approved by the city. These stands shall be provided and satisfactorily maintained by the concessionaire
- 3. Liability Insurance Required: The concessionaire shall file, with the city recorder, proof of liability insurance in a minimum amount acceptable to the city. In addition, a waiver which holds the city harmless from any negligence on the part of the concessionaire will also be filed with the city recorder.
- 4. Care Of Concession Area: The concessionaire is to provide regular service and cleanup of the designated areas as set forth in the concession agreement.
- 5. Fees For Concessions: The city reserves the right to charge a percentage of concession revenues as a fee to help offset the costs of city sponsored recreation programs and building maintenance. (Ord. 97-7, 4-15-1997)
- 6. Penalty: Any person who operates any unauthorized concession in city parks or facilities is guilty of an infraction and upon conviction, subject to penalty as provided in section 1-4-1 of this code. (Ord. 97-7, 4-15-1997; amd. 2003 Code)
- 7. Property Owners Rights: The operation of concessions on property jointly owned by the city together with other property owners shall be on terms and conditions that are acceptable to all persons having ownership rights in the property. (Ord. 97-7, 4-15-1997)
- M. Smoking: it shall be unlawful for any person to smoke in a natural open space area.
- N. Inflatable Attractions, Mechanical Rides, Water Slides; It shall be unlawful for any person to set up a private attraction, including, but not limited to: inflatable bounce houses, water slides, mechanical bulls, and carnival type rides in any city park except as permitted by the city parks and recreation director for specific city events.
- O. Tents: If tents are to be used for an event they are required to be anchored. It is recommended they be anchored by water, cement or sand barrels. If the city determines that staking has resulted in damage to the grounds, the renter will be required to pay the actual cost of repairs.
- P. All events must conclude by ten o'clock (10:00) P.M.
- Q. Events sponsored by Pleasant Grove City are exempt from this section.
- R. ~~7-2-4: B.~~ Commercial Activities: It shall be unlawful to sell anything in a city park or to engage in any commercial activity in a city park, whether for profit or otherwise, without the prior written consent of the ~~leisure services~~ parks and recreation director or assigned designee. "Major commercial events", such as rodeos, concerts, etc., require city council approval.
- S. RODEO GROUNDS:  
Use of the rodeo grounds will be regulated by the parks and recreation department. It is the intent of the city to rent the facility, to the extent possible, as a revenue source to maintain and improve the facility. Reservation fees shall be as established in the consolidated fee schedule.

#### 7-2-6: REGULATION OF RECREATIONAL ACTIVITY:

- A. Reserved Use: No person may assume exclusive use of a recreation facility, including a reservation picnic site, shelter, or field, without a reservation permit. It shall be unlawful for any person to use a portion of a recreation facility, including a reservation picnic site, shelter, or field, without a permit if the area already is reserved by a permitted group.

#### **~~7-2-4: USE OF PARKS BY PERMISSION; COMMERCIAL SALES PROHIBITED:~~**

~~A. Permit Required: Any person, group or organization desiring to use a park or any portion thereof on an exclusive basis or any person, group or organization desiring to use the park equipment for public gathering to the exclusion of other persons for the purpose of holding meetings, either public or private in nature, shall do so only after obtaining a reservation permit from the recreation department and upon payment of an appropriate fee for the privilege of reserving the area for a given period of time. Said permit shall be granted only after the person, group or organization applying for the permit can demonstrate to the city's satisfaction that adequate public restroom facilities are available, and that such public, private or excessive gatherings, meetings or activities can be conducted in a manner that will not be the cause of noise, lighting, parking or other condition, which unreasonably disturbs the adjoining neighborhood.~~

- B. Walking/Hiking/Jogging: It shall be unlawful for any person to walk, hike, or jog at a recreation facility which prohibits such use, or in areas closed to public use.

- C. Bicycling: It shall be unlawful for any person to operate a bicycle in a recreation facility, except on designated bikeways, roadways, trails, and other areas designated for that purpose and except as close to the right side of a trail or roadway as conditions permit. Bicycles shall not be operated in a careless or reckless manner.

- D. Roller Skating, In-line Skating, Skateboarding, Longboarding: It shall be unlawful for any person to operate skates, skateboards, or longboards at a recreation facility, except on designated bikeways, roadways, trails, and other areas designated for that purpose and except as close to the right hand side of a trail or roadway as conditions permit. Skates, skateboards, and longboards shall not be operated in a careless or reckless manner.

~~7-2-2: B 4. To skateboard or in line skate on paths and sidewalks, except in designated areas;~~

- E. Equestrian Riding: It shall be unlawful for any person to ride, lead or allow a horse, donkey, mule, llama, or similar hoofed animal at a recreation facility except on designated equestrian trails and other areas designated for equestrian purposes; neither shall a person ride a hoofed animal in a reckless manner so as to create a nuisance or to endanger the safety or property of any visitor to a recreation facility. Such animals shall not be tethered to a tree, other plant, building, or recreation facility equipment. Such animals shall not enter or be watered at any fountain, pond, lake, or stream, except at locations specifically designated by the city for that purpose.

- F. Camping: It shall be unlawful for any person to camp, lodge, or remain overnight at any recreation facility, except in cases of local emergency as declared by the city council, and in the Anderson and Kiwanis Parks, and occupants are part of an organized group such as the Boy Scouts of America and the group will have competent authorized adult supervision with the permission from the parks and recreation director.

~~7-2-4: C. Overnight Occupancy: Overnight occupancy of the park may be permitted if the occupants are part of an organized group such as Boy Scouts of America and the group will have competent authorized adult supervision. Prior written consent is to be obtained from the leisure services director. (Ord. 97-7, 4-15-1997; amd. 2003 Code)~~

G. Swimming; It shall be unlawful for any person to swim, bathe, or wade in any lake, pond, fountain or stream, including flood detention pond when water is present, not specifically designated by the city for that purpose, except that persons wearing fishing waders may wade where fishing is allowed. No person shall pollute the water of any recreation facility, including any fountain, pond, lake, or stream.

H. Winter Activities: It shall be unlawful for any person to ice skate, sled, slide, snowshoe, or ski at a recreation facility except in designated areas.

~~7-2-2: B 1. To play or practice golf, unless prior approval is obtained from the leisure services director;~~

I. Golfing: It shall be unlawful for any person to golf at a recreation facility not specifically designated by the city for that purpose.

J. Paintball and Airsoft: it shall be unlawful for any person to shoot any projectile or paint ball in any recreation facility not specifically designated by the city for that purpose.

#### 7-2-7: MOTORIZED VEHICLE RESTRICTIONS:

A. Off Highway Vehicles: it shall be unlawful for any person to operate an off highway vehicle, including any motorized recreation vehicle at a recreation facility, except for governmental, police, fire, emergency, or other authorized vehicles.

B. Street Legal Vehicles: it shall be unlawful for any person to operate a street legal vehicle at a recreation facility other than in areas specifically designated and posted by the city for that particular purpose, except for government, police, fire, emergency, or other authorized vehicles. The parks and recreation director shall have authority to order roads or parking lots within any recreation facility closed during the process of construction, reconstruction, or repair, or when, in the opinion of the park and recreation director, weather conditions render travel unsafe or unduly destructive.

~~7-2-2: B 6. To operate, ride or otherwise use any licensed or unlicensed motorized vehicle, including, but not limited to, all-terrain vehicles (ATV), motorcycles, dirt bikes, or any wheeled or tracked commercially built or home built devices. Exceptions to this provision are provided in section 7-2-8 of this chapter. (Ord. 97-7, 4-15-1997)~~

#### **7-2-8: AREAS WHERE OTHER THAN PEDESTRIAN TRAFFIC PERMITTED:**

It shall be permitted to ride or lead any animal or use any licensed motorized vehicle fitted with workable noise abatement muffler devices in any park only on the roads or drives provided for such purpose. Exceptions can be made only through written permission from the leisure services director. (Ord. 97-7, 4-15-1997)

#### **7-2-9: C. PARKING:**

It shall be unlawful to park any vehicle upon park property in such a way as to block the roads provided and it shall be unlawful to park any vehicle other than in the public parking area. (Ord. 97-7, 4-15-1997)

7-2-8: ENCROACHMENTS:

- A. It shall be unlawful for any person to encroach on any city recreation facility or public open space with landscaping, fencing, retaining walls, structures, sprinkler systems, drainage pipes, curbing, or other equipment or to disturb the natural of planted landscaping, vegetation, or public structures or equipment on such facilities or open space except as allowed in this section or elsewhere in the Pleasant Grove City municipal code.
- B. Private fences within or extending into city recreation facilities or public open space areas shall be removed within thirty (30) days of the effective date of this section by the abutting property owner. They may be reinstated by the abutting property owner upon the property line of the facility or open space and the abutting property, at the abutting property owner's expense.
- C. Except as otherwise provided in this section, private structures and equipment other than fences, including, but not limited to, trampolines, gazebos, swimming pools, sports courts, retaining walls, curbing, and sprinkler systems may not exist on city recreation facilities or on public open space and shall be removed by the abutting property owner responsible for its placement, maintenance, or existence, as directed by the city's engineer.
- D. Existing Trees, shrubs, grass, and other vegetation placed within city recreation facilities or public open space by abutting property owners may remain if they blend with or enhance the natural setting of such facilities or open space, or are necessary to control erosion, as determined by the city engineer.
- E. Existing structure encroaching into the city's recreation facilities or open space may receive a hardship permit issued by the city council on a case by case basis depending on circumstances such as the difficulty and cost of removal, the extent of the encroachment, the circumstances surrounding their construction, or evidence of prior written agreement with the city. In lieu of a permit, the city council may in its discretion execute a lease agreement or consider an adjustment to property lines upon payment of value determined by the city or an equivalent property trade, plus damages and costs.
- F. If the abutting property owner fails to timely remove an offending fence or structure, the city may do so and may cause the costs for such work to be assessed against the abutting property and collected through court or other lawful action. Failure to remove the fence or structure as directed by the city engineer shall result in an administrative fee of one thousand dollars (\$1,000.00) being added to the costs of removal. The city shall not be liable for any costs, damages, or claims associated with such removal. If the abutting property owner denies any interest in the structure or fence, the city shall remove the structure or fence at its own expense.
- G. The City shall annually inspect the city's recreation facilities and public open space and vigorously enforce this section to prevent new encroachments by private individuals.
- H. With regard to subsection E of this section where a hardship permit has been granted, a written disclosure by the existing homeowner to a future homeowner is required and shall be repeated every time the home changes ownership. This disclosure needs to be in a form that

is approved by the Pleasant Grove City attorney and a copy of the signed disclosure kept on file with the Pleasant Grove City recorder. All property lines need to be clearly marked by the homeowner to avoid structural encroachment in the future.

#### 7-2-9: OUTDOOR SMOKING PROHIBITIONS:

- A. Smoking is hereby prohibited in all city parks, recreation facilities and within fifty feet (50') of mass gatherings, except in designated smoking areas.

#### 7-2-10: ENFORCEMENT:

- A. Eviction: any person violating any of the rules or instructions established by the city or the parks and recreation director may be evicted immediately from the facility by any city official or employee who has been granted that authority by the parks and recreation director or any law enforcement officer. Any person who, having been given direction to leave by such employee and who does not leave is guilty of violating this chapter.
- B. Penalty: Any person found in violation of the provisions set forth herein shall be guilty of a class C misdemeanor and upon conviction, subject to penalty up to \$750.00 as provided in section 1-4-1 of this code. Each day a violation continues shall constitute a separate offense. (Ord. 97-7, 4-15-1997; amd. 2003 Code)

#### **7-2-14: PENALTY:**

~~Unless otherwise provided, any person violating any of the provisions of this chapter shall be guilty of a class C misdemeanor~~

- C. Enforcement: Law enforcement officers, in connection with their duties imposed by law, shall enforce the provisions of this chapter and may issue citations, and evict any person acting in violation of the provisions of this chapter. These law enforcement officers shall have the authority to seize, confiscate and impound any substance, plant, animal, or other similar article which is used or possessed in violation of this chapter.

#### **7-2-11 7-2-3: REFUSAL TO LEAVE:**

It shall be unlawful for any person to refuse to leave any park if, after having violated any law or written rule or regulation of the city concerning conduct in the parks, he/she has been ordered to leave by a city employee. (Ord. 97-7, 4-15-1997)

Footnote 1: See also section [5-4-1](#) of this code.

Footnote 2: See also [title 3, chapter 2](#) of this code for specific provisions on alcoholic beverages.

Footnote 3: See also section [5-2B-2](#) of this code for provisions on public disturbances.

Footnote 4: See also title 10, chapter 21 of this code for provisions on signs and outdoor advertising.

**SECTION 2: SEVERABILITY.** The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of his Ordinance.

**SECTION 3: EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

**SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE** by the City Council of Pleasant Grove City, Utah County, Utah, this 31<sup>st</sup> day of May, 2016.

---

Michael W. Daniels, Mayor

ATTEST:

(SEAL)

---

Kathy T. Kresser, City Recorder, MMC

## **RESOLUTION NO. 2016-05**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS AND INTEREST IN LANDS ON THE SALT LAKE AQUEDUCT CORRIDOR WITH METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY FOR THE MULTI-USE TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Metropolitan Water District of Salt Lake and Sandy (the “District”) owns and operates the Salt Lake Aqueduct (“SLA”) Corridor and certain improvements located within or on the SLA Corridor; and

**WHEREAS**, The District is a subdivision of the State of Utah responsible for transporting and treating public water, and as such the District has regulatory authority to protect the SLA, SLA Corridor, District improvements and operations, and District water; and

**WHEREAS**, Pleasant Grove City has requested permission for the non-exclusive use of the portion of the SLA Corridor as described in the agreement; and

**WHEREAS**, This Agreement is intended to document the fact that City’s described use of the described portion of the SLA Corridor is acceptable to District and consistent with District regulations; and

**WHEREAS**, This Agreement grants a non-exclusive right to Pleasant Grove City for only those uses of the SLA Corridor described herein; and

**WHEREAS**, the parties have reached agreement as to the terms and conditions of said agreement; and

**WHEREAS**, the City Council has been advised of the proposed terms and conditions of the Cooperation Agreement for Non-District Use of District Lands and Interest in Lands on the Salt Lake Aqueduct Corridor and is in agreement with the proposed terms.

**NOW, THEREFORE, BE IT RESOLVED** by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

### **SECTION 1.**

The Mayor is authorized to enter into and sign a Cooperation Agreement for Non-District Use of District Lands and Interest in Lands on the Salt Lake Aqueduct Corridor with Metropolitan Water District of Salt Lake and Sandy for the Multi-Use Trail as described as Exhibit “A” which is attached hereto and incorporated herein.

**SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this**  
**2<sup>nd</sup> day of February, 2016.**

\_\_\_\_\_  
Michael W. Daniels, Mayor

ATTEST:

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC

(SEAL)

**RESOLUTION NO. 2016-022**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH THINK ARCHITECTURE FOR PROGRAMMING AND PRELIMINARY DESIGN SERVICES FOR THE PUBLIC SAFETY FACILITIES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, the City has established that there is a need to evaluate various options for placement and construction costs of necessary public safety facilities; and

**WHEREAS**, the Public Safety Building Committee was formed by the City to assist in evaluating said options; and

**WHEREAS**, the City finds it necessary to engage professional services to assist in the process of performing said study and evaluation; and

**WHEREAS**, the City previously caused a Request for Proposals (RFP) for professional services to be advertised pursuant to its Procurement Policy; and

**WHEREAS**, THINK Architecture was awarded the Professional Services Contract; and

**WHEREAS**, THINK Architecture performed the initial services requested and provided a report to the Public Safety Building Committee and the City Council; and

**WHEREAS**, The Public Safety Building Committee has requested additional services in order to more fully evaluate their recommended options; and

**WHEREAS**, THINK Architecture has submitted a proposal for professional services regarding programming and preliminary design of the remaining options; and

**WHEREAS**, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to retain THINK Architecture to provide said services; and

**WHEREAS**, the Council finds that the proposed Addendum to initial Agreement comports with state law and adequately addresses the City’s needs for services at this time; and

**WHEREAS**, on May 31, 2016, the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

**WHEREAS**, after considering the facts and comments presented to the Municipal Council, the Council finds the Addendum #1 attached hereto as Exhibit “A” reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

**NOW, THEREFORE**, be it resolved by the Pleasant Grove City Council as follows:

**SECTION 1**

1. The Mayor of Pleasant Grove City is hereby authorized to sign the Addendum #1 to Professional Services Contract for services with THINK Architecture.
2. This resolution is effective immediately.

**SECTION 2**

**THIS RESOLUTION APPROVED AND ADOPTED** this 31<sup>st</sup> day of May, 2016 by the City Council of Pleasant Grove City, Utah.

\_\_\_\_\_  
Michael W. Daniels, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC

# VAN WOERKOM LAW PLLC

Sports Agents | Legal Counsel

5406 West 11000 North | Suite 103-302 | Highland, Utah 84003

T (801) 847-7707 | F (888) 847-7759 | E info.vwlaw@gmail.com

5/26/2016

HAND DELIVERED

Pleasant Grove Mayor and City Council  
PLEASANT GROVE CITY  
70 South 100 East  
Pleasant Grove, UT 84052

Re: Don Anderson Annexation Application

Dear Mayor and City Council:

Don Anderson has requested that our firm assist with his petition for annexation of a parcel of property he owns into Pleasant Grove. We hope this letter is helpful in understanding the nature of his request. Mr. Anderson already owns a lot (.5 acres) in Pleasant Grove, located at 899 East 1190 North. As you can see from the map, this lot is located at the top of a cul-de-sac that runs northeasterly toward the mountains. He also owns a piece of property (.19 acres) in Utah County adjacent to his lot's northeastern border. Mr. Anderson's application is a request to annex the smaller parcel and combine it with the existing lot to make one larger lot. Mr. Anderson is not seeking any change to current zoning, nor is he seeking to further subdivide the property, or further combine his property with any other County property. He would gladly make these restrictions part of his approval.

The annexation would benefit Mr. Anderson as follows:

- He has a purchaser who wishes to build a home on the property upon approval from the city.
- Combining the properties will allow the purchaser / homeowner more options with respect to the driveway and allowable building pad size and location. Right now, the north end of the lot has limited space for a driveway and home, making it more difficult to design (hence the fact that what is otherwise a prime lot has never been built upon).

The annexation would benefit the City as follows:

- As a vacant lot, and although posted with a "No Trespassing" sign and a chain restricting access over a dirt path, the property serves as an unauthorized entrance to the foothills, as evidenced by debris left behind. A home would restrict access, prevent litter, undesirable activities, and reduce potential fire hazards commonly associated with trespassers and vacant lots;
- Increase tax revenue;
- Benefit for neighborhood safety.

We appreciate your willingness to discuss this matter and look forward to answering any additional questions you may have.

Kindest regards.

Sincerely,

VAN WOERKOM LAW PLLC



Daniel F. Van Woerkom

Fee \$300 plus \$5 per acre

**PLEASANT GROVE CITY  
COMMUNITY DEVELOPMENT DEPARTMENT**

***PETITION FOR ANNEXATION***

We the undersigned owners of certain real property lying contiguous to the present municipal limits of Pleasant Grove City hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (U.C.A.);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Pleasant Grove City and annexation thereof will not leave or create an unincorporated island or peninsula;
3. That the signatures affixed hereto are those of the owners of private real property that:
  - a. is located within the area proposed for annexation;
  - b. covers a majority of the private land area within the area proposed for annexation;
  - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
  - d. is described as follows:

The property subject of this petition lies contiguous to the present boundary of Pleasant Grove City's corporate limits (describe approximate location) \_\_\_\_\_

Lot 12, Plat "G" Wade Springs  
Subdivision, Pleasant Grove, UT more specifically  
described as follows (legal description):

Beginning at a point which is North 246.23 feet and West 1320.01 feet from the Southeast corner of Section 16, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 59° 06' 13" West 85.88 feet to the point of beginning, which point is the Northeast corner of Lot 12, Wade Springs, Plat "G", thence North 59° 06' 13" West 194.28 feet along said Lot 12; thence North 30° 53' 47" East 43.54 feet; thence South 59° 06' 13" East 194.28 feet; thence South 30° 53' 47" West 43.54 feet to the point of beginning

4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the "Contractor Sponsor", with the mailing address of each sponsor being indicated:
5. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;

801-400-6100

Dan Van Woerkom -

Annex sheet 3<sup>rd</sup> Party

dan.vwLaw@gmail.com

6. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125 U.C.A. if:
  - a. the request or petition was filed before the filing to the annexation petition; and
  - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
7. That the petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith; and
8. That according to Section 10-2-8 of the Pleasant Grove City Municipal Code any property which, for any reason is not designated on the official zoning map as being classified in any of the zones established, or property in the process of annexation, shall be deemed to be classified as an A-1 zone, unless otherwise specified. Specified zone R1-9.

**WHEREFORE**, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this \_\_\_\_\_ Day of May, 20 16.

PETITIONER(S):

ADDRESS

CS: Donald E. Anderson

9904 Monaco Dr., El Paso, TX 79925-6050

AGENT ~~is~~ Daniel F. VanWoerkom

5406 W. 11000 N. Suite 103-302

S: N/A

Highland, UT 84003

S: N/A

(801) 400-6100  
dan.vwlaw@gmail.com.

S: N/A

CS - Contact Sponsor

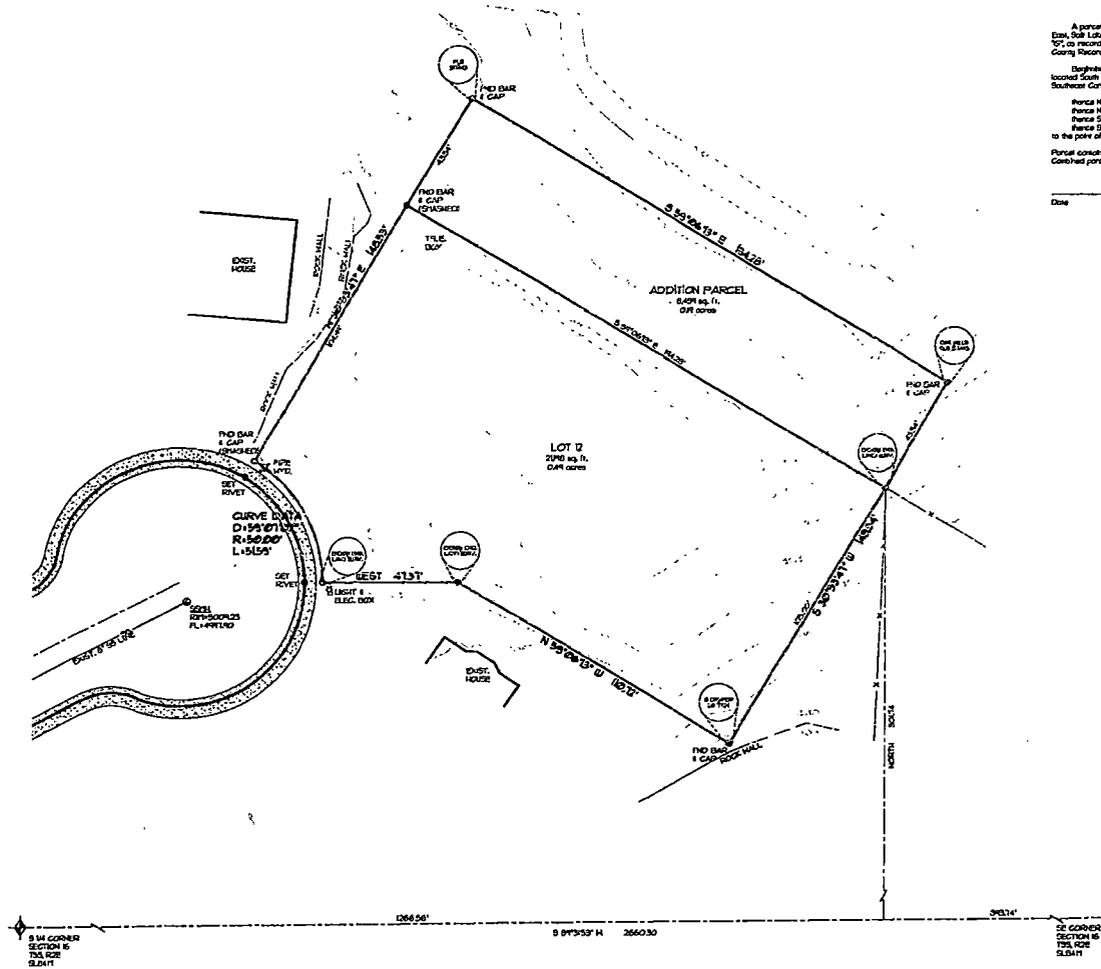
S - Sponsor

(Attach additional sheets if necessary)

<u>RECORD OWNER</u>	<u>NO. OF ACRES</u>	<u>ASSESSED VALUE</u>	<u>UT. COUNTY TAX NUMBER</u>
Donald E. Anderson	.19	\$5,800	14:010:0041



**BENCHMARK**  
 SOUTH EAST CORNER  
 SECTION 16, T13S, R10E  
 ELEVATION = 5272.06



**SURVEYOR'S NARRATIVE**

I, Cary L. Dineen, do hereby certify that I am a Registered Professional Land Surveyor, and that I hold license no. 4432120, as prescribed by the laws of the State of Utah, and represent that I have made a survey of the following described property. The purpose of this survey is to provide boundary and topographical information to Lot Owners. The base of bearing is the line between the Southeast Corner and the South Quarter Corner of Section 16, Township 3 South, Range 2 East, Salt Lake Base and Meridian, which bears South 89°53'14" West 3660.30 feet.

**BOUNDARY DESCRIPTION**

A parcel of land, situated in the Southeast Quarter of Section 16, Township 3 South, Range 2 East, Salt Lake Base and Meridian, including all of Lot D of the Hodge Springs Subdivision, Plat 107, as recorded October 4, 1998, under entry no. 40005 in Book 6292, Page 12, in the Salt County Recorder's Office, along with the following described property.

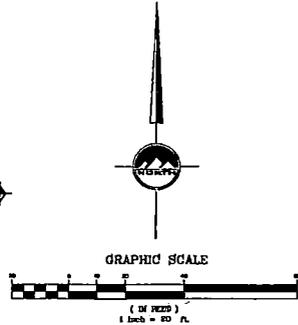
Beginning at the northeast corner of said Lot D, Hodge Springs Subdivision, Plat 107, which is located South 89°53'14" West 1963.14 feet along the Section line and thence South 20°14' East from the Southeast Corner of said Section 16, Township 3 South, Range 2 East, and running:

Bearing North 81°00'57" West 14.26 feet along the north line of said Lot D;  
 thence North 30°53'41" East 4334 feet along the extension of the west line of said Lot D;  
 thence South 89°53'14" East 192.28 feet;  
 thence South 30°53'41" West 4334 feet along the extension of the east line of said Lot D to the point of beginning.

Parcel contains 0.099 square feet of O.R. area.  
 Combined parcels contain 29630 square feet or 0.680 acres.

Date \_\_\_\_\_ Cary L. Dineen  
 License No. 4432120

- LEGEND**
- XX FIRE HYDRANT
  - STREET LIGHT
  - RIVET
  - BAR AND CAP
  - SANITARY SEWER MANHOLE



LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 16  
 TOWNSHIP 3 SOUTH, RANGE 2 EAST  
 SALT LAKE BASE AND MERIDIAN  
 PLEASANT GROVE CITY, UTAH



1435 West HIEBOLD RD.  
 Suite 204  
 Layton UT 84041  
 Phone: 801.547.1100  
 Fax: 801.543.5315

89 E. Fort Union Blvd  
 Suite 100  
 Midvale UT 84047  
 Phone: 801.255.0520  
 Fax: 801.255.4449

1348 West State Road  
 Pleasant Grove UT 84062  
 Phone: 801.798.8145  
 Fax: 801.798.8147

WWW.ENSIGNUTAH.COM

BY: DREW ANDERSON  
 BOB MONROE  
 EL PASO, TEXAS, 78201  
 CLIENT CONTACT  
 PHONE: 817-425-2381  
 FAX: 817-476-8500

**ANDERSON PROPERTY**  
 899 EAST 1190 NORTH  
 PLEASANT GROVE, UTAH

**BOUNDARY TOPOGRAPHIC SURVEY**

PROJECT NUMBER: 042  
 DATE: 07/2008  
 DRAWN BY: SD  
 CHECKED BY: SD

1 of 1





Utah County Auditor  
**2015 Notice of Property Valuation and Tax Changes**

**THIS IS NOT A BILL - DO NOT PAY FROM THIS NOTICE**

July 23, 2015



<b>Property Address</b>	<b>Serial Number</b>	<b>Tax Dist</b>	<b>Acres</b>	<b>Prop Type</b>
Partial Legal Description for Tax Identification Only: COM N 290.33 FT & W 1393.7 FT FR SE COR. SEC. 16, T5S, R2E, SLB&M.; N 59 DEG 6' 13" W 194.28 FT; N 30 DEG 53' 47" E 43.54 FT; S 59 DEG 6' 13" E 194.28 FT; S (MORE)	<b>14:010:0041</b>	020	0.19	V
<b>BOARD OF EQUALIZATION INFORMATION</b>				

Owner as of January 1, 2015: ANDERSON, DONALD E' PIN: 1864502  
 Owner of Record (as of this printing):

ANDERSON, DONALD E  
 9904 MONACO DR  
 EL PASO, TX 79925-6050

29

To appeal this year's market value, an appeal form has been included. Additional forms are available online, in the Clerk/Auditor's Office, or you may make copies. Online Address:

[www.utahcountyonline.org](http://www.utahcountyonline.org)  
 Most Popular Links (right-hand side)  
 BOE Value Appeal Form

Submit an appeal form for each serial number. Documentation must be included with your appeal. DEADLINE to file is Tuesday, September 15, 2015 at 5:00 PM Local Time.

<b>MARKET VALUE OF YOUR PROPERTY</b>		<b>(Last Property Review Date: May 15, 2014)</b>	
<b>Property Type</b>	<b>Last Year's Market Value</b>	<b>This Year's Market Value</b>	
Vacant	4,900	5,800	
<b>Total Property Value</b>	<b>4,900</b>	<b>5,800</b>	

**CURRENT AND PROPOSED TAXES** (Does NOT include Personal Property)

<b>Taxing Entity</b>	<b>Taxes Last Year</b>	<b>No Budget Change</b>	<b>Tax This Year</b>			<b>Percent</b>
			<b>Proposed Budget</b>	<b>Change in Taxes</b>		
ALPINE SCHOOL DIST (BASIC)	6.95	10.07	10.07	0.00	0.00%	
ALPINE SCHOOL DIST (OTHER)	32.72	37.36	37.36	0.00	0.00%	
UTAH COUNTY - LOCAL ASSESSING	1.08	1.21	1.25	0.04	3.31%	
MULTI COUNTY ASSESSING	0.06	0.07	0.07	0.00	0.00%	
UTAH COUNTY	4.49	5.09	5.05	-0.04	-0.79%	
CENTRAL UTAH WATER CONS DIST	2.07	2.35	2.35	0.00	0.00%	
NORTH UTAH COUNTY WATER DIST	0.12	0.14	0.14	0.00	0.00%	
SERVICE AREA 6-LAW, ZONING	7.06	8.14	8.14	0.00	0.00%	
SERVICE AREA 7-FIRE SERV	4.18	4.84	4.84	0.00	0.00%	
SERVICE AREA 8-PLANNING	1.58	1.85	1.80	-0.05	-2.70%	
<b>Total Property Tax</b>	<b>60.31</b>	<b>71.12</b>	<b>71.07</b>	<b>(-0.05)</b>	<b>(-0.07%)</b>	

**Tax Abatements (Circuit Breaker, Indigent, Blind, Veteran) Do NOT Appear On This Notice.**

**PUBLIC BUDGET MEETING INFORMATION**

<b>Taxing Entity</b>	<b>Meeting Date</b>	<b>Meeting Location</b>
----------------------	---------------------	-------------------------



**2015 Notice of Property Valuation and Tax Changes**

**THIS IS NOT A BILL - DO NOT PAY FROM THIS NOTICE**

July 23, 2015



<b>Property Address</b> 899 E 1190 NORTH - PLEASANT GROVE	<b>Serial Number</b> 55:354:0012	<b>Tax Dist</b> 070	<b>Acres</b> 0.50	<b>Prop Type</b> V
Partial Legal Description for Tax Identification Only: LOT 12, PLAT G, WADE SPRINGS SUBDV. AREA 0.497 AC.				

**BOARD OF EQUALIZATION INFORMATION**

Owner as of January 1, 2015: ANDERSON, DONALD E  
Owner of Record (as of this printing):

PIN: 3180266

To appeal this year's market value, an appeal form has been included. Additional forms are available online, in the Clerk/Auditor's Office, or you may make copies. Online Address:



ANDERSON, DONALD E  
9904 MONACO DR  
EL PASO, TX 79925-6050

29

[www.utahcountyonline.org](http://www.utahcountyonline.org)  
Most Popular Links (right-hand side)  
BOE Value Appeal Form

Submit an appeal form for each serial number. Documentation must be included with your appeal. DEADLINE to file is Tuesday, September 15, 2015 at 5:00 PM Local Time.

**MARKET VALUE OF YOUR PROPERTY**

(Last Property Review Date: May 15, 2014)

Property Type	Last Year's Market Value	This Year's Market Value
Vacant	92,000	97,700
<b>Total Property Value</b>	<b>92,000</b>	<b>97,700</b>

**CURRENT AND PROPOSED TAXES** (Does NOT include Personal Property)

Taxing Entity	Taxes Last Year	Tax This Year			Change in Taxes	Percent
		No Budget Change	Proposed Budget			
ALPINE SCHOOL DIST (BASIC)	130.55	169.61	169.61	0.00	0.00%	
ALPINE SCHOOL DIST (OTHER)	614.29	629.29	629.29	0.00	0.00%	
UTAH COUNTY - LOCAL ASSESSING	20.24	20.42	21.10	0.68	3.33%	
MULTI COUNTY ASSESSING	1.20	1.17	1.17	0.00	0.00%	
UTAH COUNTY	84.27	85.68	85.00	-0.68	-0.79%	
CENTRAL UTAH WATER CONS DIST	38.82	39.57	39.57	0.00	0.00%	
NORTH UTAH COUNTY WATER DIST	2.30	2.34	2.34	0.00	0.00%	
PLEASANT GROVE CITY	183.72	183.19	183.19	0.00	0.00%	
<b>Total Property Tax</b>	<b>1,075.39</b>	<b>1,131.27</b>	<b>1,131.27</b>	<b>0.00</b>	<b>0.00%</b>	

Tax Abatements (Circuit Breaker, Indigent, Blind, Veteran) Do NOT Appear On This Notice.

**PUBLIC BUDGET MEETING INFORMATION**

Taxing Entity	Meeting Date	Meeting Location
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week regarding the mixed use restrictions with developing commercial at the same time as residential. He said that Mr. Sharp would like to get a feel from the council about his project and that staff is still working on having something to present to the council regarding mixed use for the meeting on March 29<sup>th</sup>.

Mr. Sharp introduced himself and said that he founded a development company called Sharp Point Development and that they have been able to secure funding for the old Copper Lefe site. He said that they have analyzed the previous development plans that failed and targeted the reasons why that development failed and working within existing zoning they have redesigned a project that might be able to work very well. There are plans to develop the commercial and residential parts simultaneously with an eighteen to twenty four month build out time. He said that in order to get the commercial up and running they do want to do bonus zoning and that the current mixed use zoning works fine with them but one thing with the mixed use is that it has a height restriction over the commercial which can depend on how one interprets these height restrictions.

Attorney Petersen asked to clarify that their plans were to build both residential and commercial simultaneously. Mr. Sharp said that that was correct they plan to do both and then passed around copies of the site plans for this project.

Director Young said that before we get into detailed questions about the site plans there are some problems with this plan and the proposal for twenty four units per acre because that does not meet the current zoning and also the zoning calls for various architectural and housing designs.

Mayor Call stated that this is very preliminary and that we appreciate Mr. Sharp being here and this is valuable for the council to get a sense for what they are doing but that we recognize that they will need to work with staff intently to get to a certain point before it comes to the elected body. Mr. Sharp said that he understands that and that they are willing to do that and he is here tonight to just get a feel if what they are proposing is something that would be pleasing to the city. The Mayor said that to even get to that point it is going to take some more work with staff and that he recommends getting together with them to see what can be done.

Mayor Call commented that in general we are always energized by anybody who has got these visions and can bring these kinds of projects to our city; he then thanked Mr. Sharp for the information.

### **8. Discussion on the property on the East Bench**

Administrator Darrington said that we have been approached by a resident about putting a home up by Wade Springs and a portion of the lot needed to put the house on the lot is not in our city boundaries. They are requesting that we would annex the small portion of property so that their house could all fit on one lot that is all in Pleasant Grove City.

Administrator Darrington said that we have talked about this as staff to try to figure out what the implications are if we do this and what we are looking to the council for is either a go ahead to proceed with the annexation process or a “no” if you are not interested in that as part of the vision of

the city.

Administrator Darrington pointed out that one of the issues we see here is if you open up that annexation policy plan there might be others that also want to do that. Part of the reason we set the initial boundary is that it gets a little problematic when you start developing up there because of the sensitive lands and the geo tech, etc. He said that we have discussed that if we decide to let this person come in and annex that part into the city then we could craft it as such that as others ask to do the same, that it is restricted and limited so that we don't have a free for all on that hillside.

Mayor Call asked if this situation is where somebody owns private land that they sold to somebody to develop and the boundaries extended beyond our city boundaries. Director Young said that what happened in this situation is that the Wade Springs Subdivision Plat G was approved in 1995 and included the existing boundary of the city, it was after that time when Mr. Anderson, the current owner purchased the property and also purchased additional property in the county and then he sought to bring those two pieces together. Director Young explained that in 2006 his request came before the Planning Commission (exhibit B) and the details of his request are very similar to what we are discussing tonight. Right now Mr. Anderson is looking to sell to someone else who wants to do the same basic request to take advantage of the slopes and grading of that property so that the home can sit better, but by doing that there is no rear yard setback so that is why the additional property was purchased so that they could use the more flat area for the building of the home and still have the required setback.

Mayor Call asked if the proposed house itself would extend beyond into county land. Director Young said that that is not the case. The Mayor then asked if it would be easier to handle this request by making some kind of variance on the back yard setback. Director Young said "no" because it is a self imposed hardship and those are not granted as a variance because a home can be built on the property that is on that lot, it's a rather large lot and there are just slope issues and he said that he thinks that it is more of a preference thing where the property owner wants to build a certain size home which would require additional property. Director Young said that on the summation of the Planning Commission report (exhibit B) there are some recommendations for if we were to start looking at any potential annexations. He added that we can put some restrictions and requirements on it that would put the burden on the applicant, but just adding property to an existing lot might still have some requirements to it such as a geotechnical report looking at the slopes and the shale rock that is in the area. If they wanted to create a larger annexation area then we would have to do an environmental assessment on the entire area and then go through the whole process of amending our plans and the annexation process, etc. Director Young said that it is quite a lengthy process with some cost that would be borne by the applicant and that that would be his recommendation if the council determines that they want to open this up and he thinks that there are ways that we can restrict it and control it.

Council Member Boyd commented that she remembers seeing this request in the past and that the council denied it. Attorney Petersen said that that was correct; a few years ago the State Legislature enacted a statute that requires that before you annex any property into your city it has to be on your annexation plan so you have to say ahead of time what properties that are in the county that you are willing to look at to be annexed. Attorney Petersen said that in our annexation declaration policy

plan our advisors said to not include this area so it was left off of our plan. She said that this has been before the council in the past and the council declined to consider it and an annexation request petition was filed with the county previously and the county declined it because it is not on our annexation declaration policy plan. If the council is inclined to consider this then we will have to open our annexation policy plan, decide what else besides this that we might be interested in annexing and create a whole new plan that includes that area.

Council Member Boyd said that she remembers that it was more along the lines of the safety and the sensitive lands rather than the annexation process. Attorney Petersen said that when we went through this before it was in the geo tech report that there is Manning Canyon shale all along that east bench and the answer that we got at that time was not that satisfactory because they said that they couldn't tell us where it all was located until they start digging up the area, so the council at that time just decided they didn't want to have to worry about it. Administrator Darrington said that the recommendation of staff is that we are leaning towards just saying "no" to the whole deal.

Mayor Call said that it seems that what happened at the time when we made an annexation plan the experts said it's better to be safe than sorry and it would be smarter to not include this in our annexation plan because we don't know which pockets are safe or not until we get in there with a backhoe. The Mayor then asked the council if they would consider approving this request, every council member indicated that they were not in favor of approving the request.

## **9. Discussion on budget items**

Administrator Darrington explained that we will be discussing the General Fund today and then handed out information on the *Projected Additional Revenues for Fiscal Year 2011-2012* (exhibit C), the Fleet Program (exhibit D), and the Employee Health Care (exhibit E). He pointed out that first we will go over the *Projected Additional Revenues* that we have discussed and outlined as staff and if there are any other things that need consideration we can discuss those as well. Administrator Darrington said that the preference is that by our second work session meeting in April that we are pretty close to having our budget ready to go.

Administrator Darrington next reviewed the *Projected Additional Revenues* (exhibit C) which lists the Revenue Sources as: Tax Revenue, which includes Property Tax, Sales Tax and Franchise Fees; Grant Revenues, which includes Grant Revenue, the SAFER Grant, Plan Check Fees and Admin Fees; Other Adjustments, which include the Beginning Deficit. He said that with our new revenues and the reduction in our beginning deficit and the reduction in our revenues our total is a decrease of four hundred and seventy nine thousand three hundred and seventy eight dollars.

Mayor Call stated to clarify that we are being fairly conservative in our estimates on these revenues. Administrator Darrington stated that that was correct.

Administrator Darrington then reviewed the Revenue Uses listed as: Planned Uses, which include Retirement at a .4% increase, Health Insurance at a 9% increase, PG Special Projects (reduction in the workforce), T. Paul car allowance, EAP Program, Performance Incentive, 2011 Elections, Locust Avenue Rental, T-Mobile Cell Tower. He said that most of these items have been discussed and are

Mayor Daniels read this item. Supervisor Young then explained that this request was to have a final plat approved for the Young Subdivision development. He said that due to the small size of this subdivision (only 2-lots within a 1.00-acre parcel) the proposal did not require a review and approval from the Planning Commission. State law states that a subdivision with less than 10 lots does not require a public hearing. The city ordinance provides that developments with less than 5 acres only require an approval from the City Council. Mr. Ray Young still owns the property, and would like to simply split the property into two legal conforming lots. The existing home and shed are to remain on lot#2.

The access drive for both lots will be 600 East. All engineering requirements are to be met—with redlined comments being satisfied prior to the recording of the final plat. JUB Engineers have given their recommendation for final plat approval. The property falls within the Medium Density Residential District. The proposal does comply with the intended land use for this area. The proposal to subdivide the 1 acre parcel into 2 lots meets the minimum lot width and size requirements and complies with all the requirements and conditions found in the R1-8 zoning ordinance. He added that staff recommends approval of the request.

Mayor Daniels asked if there were any questions for Supervisor Young from the Council. There were none. He then asked for a motion.

**ACTION:** Council Member Jensen moved to approve Jason Smith's request for final plat approval of a 2-lot subdivision known as Young Subdivision, Plat "A," located at approx. 485 North 600 East, in the R1-8 (Single Family Residential, 8,000 sq. ft. lot area) zone with the following condition; 1. All final Engineering requirements are met, and corrections completed prior to recording. Also, with the following findings; 1. The proposal meets all the standard requirements of R1-8/Single-Family Residential Zone; 2. The proposal has been given a recommendation of approval from City Engineering. Council Member Boyd seconded and the motion passed unanimously by voice votes with Council Members McDade, Atwood, Jensen and Boyd voting, "Aye."

**ITEM B: PUBLIC HEARING TO CONSIDER AN ORDINANCE REGARDING DON ANDERSON'S REQUEST TO: (1) AMEND THE PLEASANT GROVE CITY ANNEXATION POLICY PLAN TO INCLUDE .19 ACRES OF PROPERTY AT 899 EAST 1190 NORTH INTO THE DESIGNATED ANNEXATION AREAS OF THE CITY; AND (2) CHANGE THE GENERAL PLAN LAND USE DESIGNATION ON .19 ACRES OF PROPERTY AT 899 EAST 1190 NORTH FROM ENVIRONMENTALLY SENSITIVE AREA TO LOW DENSITY RESIDENTIAL**

Supervisor Young said this request is to amend the Annexation Policy Plan to include property into the designated annexation areas of the city. Mr. Anderson is desirous of building a home on his property, which is currently divided into two parcels. The larger ½ acre lot (Lot 12) is located at the end of the cul-de-sac on 1190 North, developed as part of the Wade Springs subdivision, Plat G, which was developed in 1995. The additional parcel has since been acquired by Mr. Anderson, who desires to combine the

two parcels into one lot, requiring the extension of city boundaries. His intention is to build a home which would sit further back on the lot to make best advantage of the existing slopes and the grading on the lot. To build as he desires, and to maintain a rear yard setback, he is seeking approval.

Supervisor Young went on to say that in order to achieve Mr. Anderson's objective, the General Plan land use designation needs to be changed from Environmentally Sensitive Area to a Low Density Residential designation. Also, the Annexation Policy Plan needs to be changed to allow for this parcel to be included in the planned annexation areas. Following the amendment of these two plans, the City would be in a position to accept an annexation petition from Mr. Anderson.

The General Plan for the existing lot within city boundaries is R1-8. The additional parcel, which sits outside of city boundaries and for which a General Plan amendment is required, is currently designated Environmentally Sensitive Area. The extension of the Low Density Residential land use designation into this area by a depth of approximately 43.5 feet and a width of 194 feet will not have any determined significant impact on the General Plan.

He said the submitted Anderson Property plat shows existing contour lines on the properties and adjoining areas. The slopes on the additional parcel are shown to be no more than the existing slopes on Lot 12. The slopes become more extreme in the area to the east of the additional parcel. He noted that reasoning for the past determined location of a boundary line between developable properties in the city and other areas that were deemed to be environmentally sensitive in the county is yet to be understood by staff. Further research will be made into how the lines were determined. At this point, it is supposed that the straight boundary lines in the area are generally following slopes that become steep, and that other issues regarding soils and shale rock in the area were to the east of the boundary. The straight boundary lines do not match existing slopes in most cases, but were most likely the easiest way to create a logical boundary.

Supervisor Young next indicated that this does not mean that all of the property adjacent to or east of the existing boundary is necessarily more suited for an environmentally sensitive designation than those that fall immediately to the west of the boundary, or within the city limits. In reviewing the slopes and looking at the property, staff has not been able to determine any significant environmental concerns with this small parcel. Additionally, the Planning Commission reviewed the request to amend the General Plan regarding this property on September 28, 2006 and recommends approval of amending the General Plan and Annexation Policy Plan as requested by Don Anderson.

Council Member Boyd asked if instead of just extending the area for annexation for Mr. Anderson, if more lots will request the same action to the north of his lot. She also asked if the area to the north of him is divided into lots. Supervisor Young said yes, the lots are created. He said if others want to have their lots extended into the sensitive area, as Mr. Anderson is requesting, they could also come forward. He added that it is probably good for each lot to be examined individually, due to possible environmental concerns.

Administrator Mills asked if Mr. Anderson planned to actually build on the county piece of his property. Supervisor Young said that the planned placement of his home would actually exceed the line a little bit. Administrator Mills observed that if he could move his planned home a little more to the front and not build on the sensitive land, then there wouldn't be a need to amend the Sensitive Land Designation in the General Plan.

Mr. Jared Provost then came forward. He said he was the General Contractor for Mr. Anderson. He also said he was representing Mr. Anderson at the current meeting. He said that the lot came all as one property when Mr. Anderson bought it.

Council Member McDade said that each city has its own annexation plan—and property has to be within that plan. He explained that the city's General Plan doesn't call for future expansion, and if property doesn't fall into that plan, the city doesn't approve a change in sensitive areas. He also said that it seemed to him that if the city chose to amend the map in that area, they should have expanded, but they didn't.

Supervisor Young said that there really wasn't a legal concern about amending and annexing in any area of the city.

Mayor Daniels asked Council Member McDade if his concern was annexing existing sensitive areas. Council Member McDade said yes. He said he was concerned that the General Plan was crafted to preserve sensitive areas for a purpose, and he was reluctant to see those areas encroached upon.

Council Member Atwood asked Mr. Provost why it was necessary to move the home back, as they were tentatively planning. Mr. Provost answered that it the plan is to give Mr. Anderson a larger front yard by moving the home back on the lot.

Mayor Daniels said that if the land is environmentally sensitive, it designates certain types of uses. He said he was concerned about this.

The Mayor then opened the discussion to a public hearing. No one came forward. He then brought the discussion back to the Council.

Mayor Daniels said he had a question. He said he wondered what caused the city to specify the properties to the east as sensitive lands. Administrator Mills answered that elevations were taken, and determinations were made according to what the city can service as well as the makeup of the soil. He also explained that when the sensitive lands were established, they knew there might be adjustments. As an example, he said was the Grove Creek water tank property. Due to the land the city was able to purchase, the map had to be amended at that time for the placement of that tank. He said it was unusual circumstances, but necessary.

Mr. Provost said that the soil in the area is very stable and good for structural use. He said it won't erode or fall away. He said there are current plans for retaining walls in the landscaping.

Council Member McDade asked how large a lot Mr. Provost was talking about. Mr. Provost said the lot would be ½ acre. He said the front of the lot drops 10 feet to the road. Council Member McDade said that Mr. Anderson would need to show a significant impact. An example of this would be that he would not be able to build at all if the home couldn't partially rest on the county land.

Mayor Daniels then asked for a motion.

**ACTION:** Council Member Jensen moved to approve an Ordinance regarding Don Anderson's request to: (1) amend the Pleasant Grove City Annexation Policy Plan to include .19 acres of property at 899 East 1190 North into the designated annexation areas of the city; and (2) change the General Plan land use designation on .19 acres of property at 899 East 1190 North from Environmentally Sensitive Area to Low Density Residential. Council Member Boyd seconded and the motion failed by voice votes with Council Members Jensen and Boyd voting, "Aye," and Council Members McDade and Atwood voting, "Nay." Mayor Daniels broke the vote by voting, "Nay."

Please note: prior to Mayor Daniels voting, the following discussion took place;

Council Member McDade said that what Administrator Mills had brought up about the lot having the engineers approve the lot prior to any building taking place. Additionally, Council Member Atwood said he was having a little bit of trouble understanding why the city had to go to all of the trouble of going through an annexation and amending the General Plan due to (what he termed) a "little bit" of earth moving that needed to be done. He added that there are many lots in the city that are not necessarily perfect for building; and it is incumbent upon the landowner to figure how to make the home fit.

Administrator Mills said that the Provo City River Water User Association is actually doing mining for clay just above this property.

After further discussion, Mayor Daniels said that he had decided to vote no against the request. He said that his reasoning was because as he looked at the eastern boundary of the city, there were many lots that were already owned by residents. He said if this action was taken, it might be open up others to wanting to expand into the sensitive lands, which he does not want to see happen. He also noted that instead of taking a "one-off" approach, the entire area needs to be carefully studied. He asked staff to look at the entire area, and to see what amount of land would be suitable.

**ITEM C: PUBLIC HEARING TO CONSIDER MARTY BEAUMONT'S REQUEST TO AMEND LOT 33 OF VALLEY CREST SUBDIVISION, PLAT "B," AND TO CREATE LOTS 1 AND 2 OF THE VALLEY CREST SUBDIVISION.**

2016

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2 Curbside recycle pickup South Route	3	4
5	6	7 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	8 Curbside recycle pickup North Route	9	10	11 Firemens Breakfast 6:00 - 11:00 am
12 Strawberry Days 	13 Strawberry Days	14  Strawberry Days Flag Day	15 Curbside recycle pickup South Route Strawberry Days	16 Strawberry Days	17 Strawberry Days 	18 Strawberry Days
19 	20 	21 Neighborhood Meeting 5:30 p.m. City Council Meeting 6:00 p.m.	22 Curbside recycle pickup North Route Public Safety Building Committee Meeting 7:00 p.m.	23	24	25
26	27	28 Primary Election No City Council Meeting	29 Curbside recycle pickup South Route	30	1	2
3	4	<b>Department Staff Meetings</b> Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesday at 6:30 a.m.				

Report Criteria:

Detail report.  
 Invoices with totals above \$0 included.  
 Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1013100</b>								
7505	SKAGGS COMPANIES, IN	2662637	PD/PERSONAL SUPPLIES	04/20/2016	125.97	.00		
7505	SKAGGS COMPANIES, IN	2663025	PD/PERSONAL SUPPLIES	04/21/2016	147.97	.00		
7505	SKAGGS COMPANIES, IN	2669699	PD/PERSONAL SUPPLIES	05/05/2016	66.98	.00		
7505	SKAGGS COMPANIES, IN	2669712	PD/PERSONAL SUPPLIES	05/05/2016	194.96	.00		
7505	SKAGGS COMPANIES, IN	2669962	PD/PERSONAL SUPPLIES	05/05/2016	83.98	.00		
7505	SKAGGS COMPANIES, IN	2669966	PD/PERSONAL SUPPLIES	05/05/2016	214.97	.00		
7505	SKAGGS COMPANIES, IN	2673650	PD/PI	05/12/2016	193.00	.00		
7505	SKAGGS COMPANIES, IN	2673663	PD/PERSONAL SUPPLIES	05/12/2016	13.99	.00		
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	400.00	.00		
Total 1013100:					1,441.82	.00		
<b>1015610</b>								
4662	LANTIS FIREWORKS & L	16087	4 OF JULY FIREWORKS	04/25/2016	15,000.00	.00		
Total 1015610:					15,000.00	.00		
<b>1015850</b>								
5842	OREM JUSTICE COURT	05122016	WARRANT CLEARING	05/12/2016	253.00	.00		
Total 1015850:					253.00	.00		
<b>1021230</b>								
8954	UTAH LOCAL GOVT. INS.	1526860	WORKERS COMP	05/10/2016	10,270.41	.00		
Total 1021230:					10,270.41	.00		
<b>1021355</b>								
20	5L PROPERTIES, LLC	05122016	CASH BOND RELEASE	05/12/2016	2,500.00	.00		
20	5L PROPERTIES, LLC	05132016	CASH BOND RELEASE INTEREST	05/12/2016	1.73	.00		
6469	PRIVATIZED WATER TRE	05122016	CASH BOND RELEASE	05/12/2016	72,500.00	.00		
9170	VOLLKOMMEN CONSTR	04222016	CASH BOND RELEASE	04/22/2016	52,500.00	.00		
9170	VOLLKOMMEN CONSTR	04232016	CASH BOND RELEASE INTEREST	04/23/2016	458.05	.00		
Total 1021355:					127,959.78	.00		
<b>1022390</b>								
4729	PRE-PAID LEGAL SERVI	05232016	LEGAL SERVICE FOR PD OFFICER	05/23/2016	62.85	.00		
Total 1022390:					62.85	.00		
<b>1024230</b>								
5965	PAM'S FLORAL GARDEN	05112016	PD ASSOC./FLOWERS	05/11/2016	35.00	.00		
Total 1024230:					35.00	.00		
<b>1024260</b>								
9288	WASHINGTON NATIONAL	1582119	INSURANCE PREMIUM	05/01/2016	653.75	.00		
Total 1024260:					653.75	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1024350</b>								
5478	MOUNTAINLAND ASSOCI	04302016	SR. CNTR/MEALS	04/30/2016	1,272.00	.00		
5478	MOUNTAINLAND ASSOCI	04302016	SR.CNTR/ENSURE	04/30/2016	340.00	.00		
Total 1024350:					1,612.00	.00		
<b>1034280</b>								
3350	GOLD CROSS SERVICES	1101	AMB/BILLING SERVICES	04/30/2016	1,449.50	.00		
5481	MOUNTAIN LAND COLLE	3763	AMBULANCE BILLING COLLECTION	04/29/2016	22.78	.00		
Total 1034280:					1,472.28	.00		
<b>1042240</b>								
2122	CULLIGAN BOTTLED WA	465X04625101	JUDICIAL/DRINKING WATER	04/30/2016	27.20	.00		
Total 1042240:					27.20	.00		
<b>1042280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	52.47	.00		
5951	PAETEC	59381796	MULTI DEPT/PHONE SERVICE	05/01/2016	48.58	.00		
Total 1042280:					101.05	.00		
<b>1042310</b>								
3996	HOWARD, LEWIS & PETE	319902-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	112.50	.00		
3996	HOWARD, LEWIS & PETE	320831-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	105.00	.00		
3996	HOWARD, LEWIS & PETE	322951-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	22.50	.00		
3996	HOWARD, LEWIS & PETE	323101-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	306.68	.00		
3996	HOWARD, LEWIS & PETE	323461-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	22.50	.00		
3996	HOWARD, LEWIS & PETE	324651-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	7.50	.00		
3996	HOWARD, LEWIS & PETE	325801-04292	JUDICIAL/LEGAL SERVICES	04/29/2016	15.00	.00		
7983	STEVENS & GAILEY	141278	JUDICIAL/LEGAL SERVICES	05/02/2016	27.00	.00		
Total 1042310:					618.68	.00		
<b>1042330</b>								
222	ALL PRO SECURITY LLC	2016-271	JUDICIAL/CONSTABLES	04/28/2016	273.00	.00		
2264	DALE, JACQUELINE	04282016	JUDICIAL/INTERPRETER	04/28/2016	500.00	.00		
2264	DALE, JACQUELINE	11122015	JUDICIAL/INTERPRETER	11/12/2015	780.00	.00		
Total 1042330:					1,553.00	.00		
<b>1043220</b>								
2233	DAILY HERALD COMMUN	05012016	PUBLIC HEARING NOTICE & ADS	05/01/2016	541.60	.00		
3151	FREEDOM MAILING SER	28903	NEWSLETTERS	05/05/2016	134.82	.00		
8730	UPPER CASE PRINTING,	10641	NEWSLETTER & INSERTS	05/04/2016	544.68	.00		
Total 1043220:					1,221.10	.00		
<b>1043390</b>								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	273.06	.00		
Total 1043390:					273.06	.00		
<b>1043515</b>								
8954	UTAH LOCAL GOVT. INS.	1526857	AUTO PD ENDORSEMENT	05/10/2016	80.09	.00		
8954	UTAH LOCAL GOVT. INS.	1526858	PROPERTY ENDORSEMENT	05/10/2016	24.02	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1043515:					104.11	.00		
<b>1043610</b>								
8730	UPPER CASE PRINTING,	10641	NEWSLETTER & INSERTS	05/04/2016	582.51	.00		
Total 1043610:					582.51	.00		
<b>1046240</b>								
5730	OFFICE DEPOT, INC.	838196241001	ADM/OFFICE SUPPLIES	05/05/2016	40.14	.00		
5730	OFFICE DEPOT, INC.	838917838001	ADM/OFFICE SUPPLIES	05/10/2016	43.57	.00		
5730	OFFICE DEPOT, INC.	838917886001	ADM/OFFICE SUPPLIES	05/10/2016	3.63	.00		
6343	PLEASANT GROVE PRIN	7389	ADM/OFFICE SUPPLIES	04/29/2016	1,000.00	.00		
7450	SHRED-IT USA LLC	9410531779	ADM/SHREDDING SERVICES	05/04/2016	63.73	.00		
9390	WESTERN OFFICE SYST	16439	ADM/OFFICE SUPPLIES	05/12/2016	152.23	.00		
Total 1046240:					1,303.30	.00		
<b>1046280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	52.33	.00		
5951	PAETEC	59381796	MULTI DEPT/PHONE SERVICE	05/01/2016	97.15	.00		
Total 1046280:					149.48	.00		
<b>1047250</b>								
4748	LES SCHWAB TIRES	50800179506	FACILITIES/NEW TIRES	05/13/2016	1,142.24	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	106.24	.00		
Total 1047250:					1,248.48	.00		
<b>1047480</b>								
813	BATTERIES PLUS BULBS	357-327554	BUILDING MAINTENANCE	05/05/2016	103.60	.00		
2675	ELECTRICAL WHOLESAL	911223837	BUILDING MAINTENANCE	05/12/2016	49.66	.00		
3948	HOME DEPOT CREDIT S	04182016	BUILDING MAINTENANCE	04/18/2016	8.62	.00		
Total 1047480:					161.88	.00		
<b>1047510</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	35.05	.00		
Total 1047510:					35.05	.00		
<b>1047520</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	80.61	.00		
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	1,966.78	.00		
Total 1047520:					2,047.39	.00		
<b>1047530</b>								
2675	ELECTRICAL WHOLESAL	911202244	BUILDING MAINTENANCE	05/09/2016	243.42	.00		
Total 1047530:					243.42	.00		
<b>1047540</b>								
2137	CUMMINS ROCKY MOUN	02268501	PD/GENERATOR EXPENSE	04/22/2016	551.97	.00		
2675	ELECTRICAL WHOLESAL	911188540	BUILDING MAINTENANCE	05/05/2016	9.20	.00		
4720	LEE EDWARDS PLUMBIN	05112016	PD/BUILDING MAINTENANCE	05/11/2016	95.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1047540:					656.17	.00		
<b>1047550</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	1,087.42	.00		
Total 1047550:					1,087.42	.00		
<b>1047560</b>								
6850	REPUBLIC SERVICES	05232016	ALL DEPT/WASTE COLLECTION	05/23/2016	233.16	.00		
Total 1047560:					233.16	.00		
<b>1047570</b>								
2675	ELECTRICAL WHOLESAL	911188640	BUILDING MAINTENANCE	05/05/2016	153.57	.00		
Total 1047570:					153.57	.00		
<b>1047580</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	68.47	.00		
Total 1047580:					68.47	.00		
<b>1047600</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	49.76	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	155.17	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	91.01	.00		
Total 1047600:					295.94	.00		
<b>1047640</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	109.98	.00		
Total 1047640:					109.98	.00		
<b>1047650</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	874.41	.00		
Total 1047650:					874.41	.00		
<b>1047660</b>								
1132	BRADY INDUSTRIES OF	5088270	BUILDING MAINTENANCE	05/04/2016	452.98	.00		
6850	REPUBLIC SERVICES	05232016	ALL DEPT/WASTE COLLECTION	05/23/2016	407.46	.00		
Total 1047660:					860.44	.00		
<b>1047680</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	80.01	.00		
Total 1047680:					80.01	.00		
<b>1047690</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	167.13	.00		
Total 1047690:					167.13	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1047710</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	106.25	.00		
Total 1047710:					106.25	.00		
<b>1047720</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	753.11	.00		
Total 1047720:					753.11	.00		
<b>1047750</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	59.48	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	34.94	.00		
Total 1047750:					94.42	.00		
<b>1047760</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	472.72	.00		
Total 1047760:					472.72	.00		
<b>1047770</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	954.56	.00		
Total 1047770:					954.56	.00		
<b>1047790</b>								
2675	ELECTRICAL WHOLESAL	911223837	BUILDING MAINTENANCE	05/12/2016	21.56	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	7.16	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	7.43	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	46.44	.00		
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	26.61	.00		
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	378.30	.00		
Total 1047790:					487.50	.00		
<b>1047810</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	45.92	.00		
Total 1047810:					45.92	.00		
<b>1047820</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	250.25	.00		
Total 1047820:					250.25	.00		
<b>1051250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	31.44	.00		
Total 1051250:					31.44	.00		
<b>1051275</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	18,430.57	.00		
Total 1051275:					18,430.57	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>1051285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	145.77	.00		
Total 1051285:					145.77	.00		
<b>1051332</b>								
4292	J.U.B. ENGINEERS, INC.	100271	ENG/SUBDIVISIONS	04/12/2016	1,752.99	.00		
4292	J.U.B. ENGINEERS, INC.	100276	ENG/SUBDIVISIONS	04/12/2016	311.60	.00		
4292	J.U.B. ENGINEERS, INC.	100278	ENG/SUBDIVISIONS	04/12/2016	1,034.59	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	630.00	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	200.00	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	309.74	.00		
4292	J.U.B. ENGINEERS, INC.	100902	ENG/SUBDIVISIONS	05/11/2016	71.19	.00		
4292	J.U.B. ENGINEERS, INC.	100903	ENG/SUBDIVISIONS	05/11/2016	493.41	.00		
4292	J.U.B. ENGINEERS, INC.	100905	ENG/SUBDIVISIONS	05/11/2016	5,753.69	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	1,310.00	.00		
Total 1051332:					11,867.21	.00		
<b>1051745</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	40.51	.00		
Total 1051745:					40.51	.00		
<b>1052240</b>								
5730	OFFICE DEPOT, INC.	838892885001	COM DEV/OFFICE SUPPLIES	05/10/2016	79.06	.00		
5730	OFFICE DEPOT, INC.	838893221001	COM DEV/OFFICE SUPPLIES	05/10/2016	153.44	.00		
Total 1052240:					232.50	.00		
<b>1052250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	159.51	.00		
Total 1052250:					159.51	.00		
<b>1052280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	36.70	.00		
5951	PAETEC	59381796	MULTI DEPT/PHONE SERVICE	05/01/2016	72.86	.00		
Total 1052280:					109.56	.00		
<b>1052332</b>								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	105.96	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	529.82	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	234.90	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	244.53	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	464.61	.00		
Total 1052332:					1,579.82	.00		
<b>1052340</b>								
5139	MCGEE'S STAMP & TRO	16539	COM DEV/NAME PLATE	05/03/2016	22.00	.00		
Total 1052340:					22.00	.00		
<b>1052760</b>								
3571	GURR'S COPYTEC	7586	COM DEV/SCANNING DOCUMENTS	04/25/2016	262.80	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1052760:					262.80	.00		
<b>1054240</b>								
990	BLUEFIN OFFICE GROUP	13193520	PD/OFFICE SUPPLIES	05/04/2016	67.40	.00		
990	BLUEFIN OFFICE GROUP	13193521	PD/OFFICE SUPPLIES	05/05/2016	16.31	.00		
990	BLUEFIN OFFICE GROUP	13199110	PD/OFFICE SUPPLIES	05/12/2016	175.94	.00		
990	BLUEFIN OFFICE GROUP	13199180	PD/OFFICE SUPPLIES	05/12/2016	32.99	.00		
2122	CULLIGAN BOTTLED WA	465X04565901	PD/BOTTLED WATER	04/30/2016	.75-	.00		
2122	CULLIGAN BOTTLED WA	465X04576205	PD/BOTTLED WATER	04/30/2016	33.00	.00		
6343	PLEASANT GROVE PRIN	7389	PD/ASSORTED PRINTING EXPENS	04/29/2016	200.95	.00		
8272	THE POLICE AND SHERI	81120	PD/OFFICE SUPPLIES	05/09/2016	47.49	.00		
Total 1054240:					573.33	.00		
<b>1054250</b>								
895	BIG O TIRES #44105	44224125879	PD/VEHICLE EXPENSE	05/10/2016	77.90	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	4,199.82	.00		
Total 1054250:					4,277.72	.00		
<b>1054280</b>								
1517	CENTURYLINK	05152016	PD/LONG DISTANCE SERVICES	05/15/2016	16.26	.00		
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	162.55	.00		
5951	PAETEC	59381796	MULTI DEPT/PHONE SERVICE	05/01/2016	218.59	.00		
Total 1054280:					397.40	.00		
<b>1054285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	6.13	.00		
Total 1054285:					6.13	.00		
<b>1054300</b>								
8400	TIMP DRY CLEANERS	04302016	PD/UNIFORM CLEANING EXPENSE	04/30/2016	265.75	.00		
Total 1054300:					265.75	.00		
<b>1054450</b>								
8825	UTAH COMMUNICATION	59569	PD/MONTHLY RADIO SERVICES	03/31/2016	1,441.50	.00		
Total 1054450:					1,441.50	.00		
<b>1054480</b>								
4614	L.N. CURTIS & SONS	850379400	PD/DEPARTMENTAL SUPPLIES	03/03/2016	1,400.00	.00		
4614	L.N. CURTIS & SONS	850379500	PD/DEPARTMENTAL SUPPLIES	03/03/2016	2,325.00	.00		
5009	LYNN PEAVEY COMPAN	317645	PD/DEPARTMENTAL SUPPLIES	05/06/2016	91.95	.00		
6530	PROFORCE LAW ENFOR	273161	PD/DEPARTMENTAL SUPPLIES	05/06/2016	863.33	.00		
6820	REDWOOD TOXICOLOG	555365	PD/DRUG TESTING PANEL 12	05/03/2016	146.68	.00		
Total 1054480:					4,826.96	.00		
<b>1054650</b>								
3571	GURR'S COPYTEC	7251	PD/NOVA EXPENSE	04/05/2016	62.95	.00		
5033	MACEYS	24933	PD/MEETING EXPENSE	05/05/2016	22.87	.00		
5033	MACEYS	27622	PD/CITIZENS ACADEMY	05/12/2016	49.92	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1054650:					135.74	.00		
<b>1055250</b>								
1436	CARTERS AUTO & REPAI	8916	FIRE/VECHICLE EXPENSE	04/27/2016	386.00	.00		
5083	MASTER MUFFLER & BR	22075089	FIRE/VEHICLE REPAIR EXPENSE	04/27/2016	45.00	.00		
7925	STATE OF UTAH GASCA	05232016	FIRE/VEHICLE FUEL EXPENSÉ	05/23/2016	1,051.38	.00		
9451	WHEELER MACHINERY	139531	FIRE/VEHICLE EXPENSE	05/06/2016	14.97	.00		
Total 1055250:					1,497.35	.00		
<b>1055280</b>								
5951	PAETEC	59381796	MULTI DEPT/PHONE SERVICE	05/01/2016	48.58	.00		
9131	VERIZON WIRELESS	9764693804	FIRE/CELL PHONE EXPENSE	05/01/2016	957.10	.00		
Total 1055280:					1,005.68	.00		
<b>1055300</b>								
7505	SKAGGS COMPANIES, IN	2658802	FIRE/UNIFORM EXPENSE	04/14/2016	237.00	.00		
7505	SKAGGS COMPANIES, IN	2672837	FIRE/UNIFORM EXPENSE	05/11/2016	308.00	.00		
7505	SKAGGS COMPANIES, IN	2673304	FIRE/UNIFORM EXPENSE	05/12/2016	1,299.90	.00		
8400	TIMP DRY CLEANERS	04302016	FIRE/CLEANING EXPENSE	04/30/2016	20.25	.00		
9523	WILLIAMS & SONS ENGR	29645	FIRE/UNIFORMS	04/28/2016	311.50	.00		
Total 1055300:					2,176.65	.00		
<b>1055480</b>								
2122	CULLIGAN BOTTLED WA	465X04632909	FIRE/BOTTLED WATER	04/30/2016	118.20	.00		
3841	HENRY SCHEIN INC.	30220433	FIRE/DEPARTMENTAL SUPPLIE	05/02/2016	2,436.15	.00		
5033	MACEYS	24906	FIRE/DEPARTMENTAL SUPPLIES	04/23/2016	4.25	.00		
5033	MACEYS	24987	FIRE/DEPARTMENTAL SUPPLIES	04/21/2016	48.52	.00		
5033	MACEYS	24989	FIRE/DEPARTMENTAL SUPPLIES	04/27/2016	11.98	.00		
5033	MACEYS	25155	FIRE/DEPARTMENTAL SUPPLIES	04/07/2016	181.45	.00		
5033	MACEYS	27558	FIRE/DEPARTMENTAL SUPPLIES	04/27/2016	121.99	.00		
5185	METALMART INC.	486296	FIRE/DEPARTMENTAL SUPPLIES	05/12/2016	166.34	.00		
5185	METALMART INC.	486453	FIRE/DEPARTMENTAL SUPPLIES	05/13/2016	49.98	.00		
7890	STAT MEDICAL SUPPLY	90227	FIRE/DEPARTMENTAL SUPPLIES	05/02/2016	750.00	.00		
Total 1055480:					3,888.86	.00		
<b>1055490</b>								
3564	GUNTHERS COMFORT AI	121	FIRE/TRAINING	05/05/2016	463.80	.00		
3564	GUNTHERS COMFORT AI	99228	FIRE/TRAINING	04/20/2016	64.21	.00		
5033	MACEYS	24991	FIRE/DEPARTMENTAL SUPPLIES	04/23/2016	70.70	.00		
5033	MACEYS	27624	FIRE/DEPARTMENTAL SUPPLIES	05/16/2016	2.99	.00		
8402	TIMPANOGOS REGIONA	05132016	FIRE/FIRST AID AED CPR CARDS	05/13/2016	60.00	.00		
Total 1055490:					661.70	.00		
<b>1055610</b>								
4225	INTERMOUNTAIN WORK	2785846	FIRE/EXAMINATION & TESTING	05/17/2016	269.00	.00		
Total 1055610:					269.00	.00		
<b>1055740</b>								
507	APPARATUS EQUIPMEN	10552	FIRE/EQUIPMENT	05/03/2016	3,727.20	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1055740:					3,727.20	.00		
<b>1055760</b>								
8825	UTAH COMMUNICATION	59570	FIRE/MONTHLY RADIO SERVICES	03/31/2016	837.00	.00		
Total 1055760:					837.00	.00		
<b>1057250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	326.56	.00		
Total 1057250:					326.56	.00		
<b>1057285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	600.00	.00		
Total 1057285:					600.00	.00		
<b>1060250</b>								
4748	LES SCHWAB TIRES	50800178596	STR/VEHICLE EXPENSE	05/05/2016	42.98	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	924.67	.00		
Total 1060250:					967.65	.00		
<b>1060280</b>								
5950	PAETEC	59394302	PUB WORKS/DSL LINE	05/08/2016	57.35	.00		
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	67.90	.00		
Total 1060280:					125.25	.00		
<b>1060285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	52.88	.00		
Total 1060285:					52.88	.00		
<b>1060330</b>								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	632.35	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	171.17	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	1,305.02	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	65.21	.00		
Total 1060330:					2,173.75	.00		
<b>1060480</b>								
1860	COBALT REFRIGERATIO	26575	STR/ICE MACHINE REPAIR	04/25/2016	1,780.00	.00		
1860	COBALT REFRIGERATIO	26668	STR/ICE MACHINE REPAIR	04/25/2016	586.72	.00		
3948	HOME DEPOT CREDIT S	04252016	STR/DEPARTMENTAL SUPPLIES	04/25/2016	98.78	.00		
5730	OFFICE DEPOT, INC.	837737748001	STR/OFFICE SUPPLIES	05/03/2016	32.28	.00		
6343	PLEASANT GROVE PRIN	7389	STR/COPIES	04/29/2016	40.00	.00		
8709	UNITED STATES WELDIN	5245277	STR/DEPARTMENTAL SUPPLIES	04/30/2016	22.50	.00		
Total 1060480:					2,560.28	.00		
<b>1065240</b>								
3571	GURR'S COPYTEC	7918	LIB/LEDGER	05/12/2016	2.89	.00		
5730	OFFICE DEPOT, INC.	837759453001	LIB/OFFICE SUPPLIES	05/03/2016	22.75	.00		
5730	OFFICE DEPOT, INC.	839038260001	LIB/OFFICE SUPPLIES	05/11/2016	233.01	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
8058	SUNRISE ENVIRONMENT	60678	LIB/OFFICE SUPPLIES	03/28/2016	320.89	.00		
Total 1065240:					579.54	.00		
<b>1065280</b>								
1905	COMCAST CABLE	05132016	LIB/INTERNET SERVICES	05/13/2016	70.24	.00		
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	76.35	.00		
Total 1065280:					146.59	.00		
<b>1065410</b>								
6791	RECORDED BOOKS, INC.	75330344	LIB/RECORDED BOOKS	05/02/2016	900.00	.00		
Total 1065410:					900.00	.00		
<b>1065480</b>								
4159	INGRAM LIBRARY SERVI	92880115	LIB/BOOK	04/29/2016	19.88	.00		
4159	INGRAM LIBRARY SERVI	92924150	LIB/BOOKS	05/03/2016	72.44	.00		
4159	INGRAM LIBRARY SERVI	92924151	LIB/BOOKS	05/03/2016	131.60	.00		
4159	INGRAM LIBRARY SERVI	92934738	LIB/BOOKS	05/04/2016	148.67	.00		
4159	INGRAM LIBRARY SERVI	92952061	LIB/BOOKS	05/05/2016	831.90	.00		
4159	INGRAM LIBRARY SERVI	92960275	LIB/BOOKS	05/05/2016	61.47	.00		
4159	INGRAM LIBRARY SERVI	92960276	LIB/BOOKS	05/05/2016	74.04	.00		
4159	INGRAM LIBRARY SERVI	92963300	LIB/BOOKS	05/06/2016	194.43	.00		
4159	INGRAM LIBRARY SERVI	92978349	LIB/BOOKS	05/08/2016	46.03	.00		
Total 1065480:					1,580.46	.00		
<b>1065485</b>								
2870	FINDAWAY WORLD, LLC	184196	LIB/BOOKS	05/10/2016	379.96	.00		
6791	RECORDED BOOKS, INC.	75332164	LIB/RECORDED BOOKS	05/04/2016	56.90	.00		
6791	RECORDED BOOKS, INC.	75334208	LIB/ BOOKS ON CD	05/09/2016	56.90	.00		
6791	RECORDED BOOKS, INC.	75334209	LIB/ BOOKS ON CD	05/09/2016	116.85	.00		
Total 1065485:					610.61	.00		
<b>1065760</b>								
7477	SIRSI DYNIX	024861	LIB/SOFTWARE SUBSCRIPTION &	05/06/2016	1,000.00	.00		
Total 1065760:					1,000.00	.00		
<b>1067240</b>								
1905	COMCAST CABLE	05152016	SC/INTERNET SERVICE	05/15/2016	85.91	.00		
Total 1067240:					85.91	.00		
<b>1067280</b>								
1480	CENTRACOM INTERACTI	05012016	SR CNTR/PHONE EXPENSE	05/01/2016	74.50	.00		
Total 1067280:					74.50	.00		
<b>1070200</b>								
2178	CUTLERS, INC.	311999	PARK/MOWER EXPENSE	05/04/2016	145.95	.00		
4673	LARKIN TIRES, INC.	1017530	PARK/MOWER EXPENSE	05/10/2016	12.95	.00		
4673	LARKIN TIRES, INC.	1017541	PARK/MOWER EXPENSE	05/10/2016	76.45	.00		
6991	RMT EQUIPMENT	59200	PARK/MOWER EXPENSE	05/03/2016	518.15	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	137.18	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1070200:					890.68	.00		
<b>1070210</b>								
5033	MACEYS	04302016	PARK/MEETING EXPENSE	04/30/2016	22.47	.00		
5033	MACEYS	05042016	PARK/MEETING EXPENSE	05/04/2016	74.90	.00		
5033	MACEYS	05102016	PARK/MEETING EXPENSE	05/10/2016	7.49	.00		
5033	MACEYS	40282016	PARK/MEETING EXPENSE	04/28/2016	9.98	.00		
Total 1070210:					114.84	.00		
<b>1070250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	800.81	.00		
Total 1070250:					800.81	.00		
<b>1070285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	543.82	.00		
Total 1070285:					543.82	.00		
<b>1070320</b>								
239	ALLRED ACE HARDWAR	05232016	MULT DEPT/DEPARTMENT SUPPLI	05/23/2016	4.31	.00		
970	BJ PLUMBING SUPPLY	650587	PARK/DEPARTMENTAL SUPPLIES	04/30/2016	195.00	.00		
970	BJ PLUMBING SUPPLY	650627	PARK/DEPARTMENTAL SUPPLIES	04/30/2016	70.88	.00		
970	BJ PLUMBING SUPPLY	650772	PARK/DEPARTMENTAL SUPPLIES	05/02/2016	42.64	.00		
970	BJ PLUMBING SUPPLY	651180	PARK/DEPARTMENTAL SUPPLIES	05/04/2016	206.39	.00		
970	BJ PLUMBING SUPPLY	651348	PARK/DEPARTMENTAL SUPPLIES	05/04/2016	15.90	.00		
970	BJ PLUMBING SUPPLY	651609	PARK/DEPARTMENTAL SUPPLIES	05/06/2016	138.76	.00		
970	BJ PLUMBING SUPPLY	651660	PARK/DEPARTMENTAL SUPPLIES	05/06/2016	46.80	.00		
970	BJ PLUMBING SUPPLY	652130	PARK/DEPARTMENTAL SUPPLIES	05/10/2016	30.64	.00		
970	BJ PLUMBING SUPPLY	652144	PARK/DEPARTMENTAL SUPPLIES	05/10/2016	76.13	.00		
970	BJ PLUMBING SUPPLY	652160	PARK/DEPARTMENTAL SUPPLIES	05/10/2016	31.25	.00		
2766	EWING IRRIGATION PRO	1380933	PARK/DEPARTMENTAL SUPPLIES	05/05/2016	299.68	.00		
2766	EWING IRRIGATION PRO	1380934	PARK/DEPARTMENTAL SUPPLIES	05/05/2016	512.97	.00		
Total 1070320:					1,671.35	.00		
<b>1070330</b>								
405	AMERICAN PLAYGROUN	03082016	PARK/DEPARTMENTAL SUPPLIES	03/08/2016	57.90	.00		
405	AMERICAN PLAYGROUN	04282016	PARK/TIRE SWING	04/28/2016	178.00	.00		
405	AMERICAN PLAYGROUN	05092016	PARK/DEPARTMENTAL SUPPLIES	05/09/2016	183.84	.00		
970	BJ PLUMBING SUPPLY	651345	PARK/DEPARTMENTAL SUPPLIES	05/04/2016	120.00	.00		
2766	EWING IRRIGATION PRO	1330186	PARK/PAINT	04/27/2016	61.72	.00		
2766	EWING IRRIGATION PRO	1330189	PARK/MARKING CHALK	04/27/2016	87.10	.00		
2766	EWING IRRIGATION PRO	1364770	PARK/DEPARTMENTAL SUPPLIES	05/03/2016	128.40	.00		
Total 1070330:					642.76	.00		
<b>1070350</b>								
239	ALLRED ACE HARDWAR	05232016	MULT DEPT/DEPARTMENT SUPPLI	05/23/2016	810.35	.00		
Total 1070350:					810.35	.00		
<b>1070480</b>								
239	ALLRED ACE HARDWAR	05232016	MULT DEPT/DEPARTMENT SUPPLI	05/23/2016	19.13	.00		
675	AUTO ZONE STORES, IN	6231395760	PARK/DEPARTMENTAL SUPPLIES	04/28/2016	19.77	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1070480:					38.90	.00		
<b>1070482</b>								
2310	DAVIS, LAROY WILLIAM	04122016	TREE REMOVAL EXPENSE	04/12/2016	2,100.00	.00		
8532	TRI CITY NURSERY SOU	104373	PARKS/BARK	04/29/2016	99.00	.00		
Total 1070482:					2,199.00	.00		
<b>1070650</b>								
5772	OLSON'S GARDEN SHOP	138	PARK/FLOWERS	05/02/2016	8,849.28	.00		
8532	TRI CITY NURSERY SOU	103978	PARK/TREES	04/19/2016	1,033.15	.00		
Total 1070650:					9,882.43	.00		
<b>1070670</b>								
239	ALLRED ACE HARDWAR	05232016	MULT DEPT/DEPARTMENT SUPPLI	05/23/2016	13.43	.00		
Total 1070670:					13.43	.00		
<b>1071210</b>								
7233	SAM'S CLUB	05232016	MULTI DEPT/SUPPLIES	05/23/2016	394.92	.00		
Total 1071210:					394.92	.00		
<b>1071240</b>								
5730	OFFICE DEPOT, INC.	837104941001	REC/OFFICE SUPPLIES	04/29/2016	41.00	.00		
7233	SAM'S CLUB	05232016	MULTI DEPT/SUPPLIES	05/23/2016	26.70	.00		
Total 1071240:					67.70	.00		
<b>1071250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	96.71	.00		
Total 1071250:					96.71	.00		
<b>1071270</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	24.11	.00		
Total 1071270:					24.11	.00		
<b>1071280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	251.85	.00		
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	32.93	.00		
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	21.62	.00		
Total 1071280:					306.40	.00		
<b>1071285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	433.04	.00		
Total 1071285:					433.04	.00		
<b>1071480</b>								
7233	SAM'S CLUB	05232016	MULTI DEPT/SUPPLIES	05/23/2016	280.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 1071480:					280.00	.00		
<b>1072240</b>								
5730	OFFICE DEPOT, INC.	1930463155	LEISURE OFFICE SUPPLIES	04/26/2016	93.90	.00		
Total 1072240:					93.90	.00		
<b>1072250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	37.47	.00		
Total 1072250:					37.47	.00		
<b>1072285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	52.88	.00		
Total 1072285:					52.88	.00		
<b>1072420</b>								
3571	GURR'S COPYTEC	7922	LEISURE/LEDGER PRINTING	05/12/2016	48.50	.00		
Total 1072420:					48.50	.00		
<b>1072480</b>								
15 1	PROMOTIONAL PRODU	2096	LEISURE/SHIRTS	05/16/2016	306.84	.00		
Total 1072480:					306.84	.00		
<b>1074250</b>								
7157	S&J AUTOMOTIVE INC.	376	CUSTODIAL/VEHICLE REPAIR	05/09/2016	715.74	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	111.54	.00		
Total 1074250:					827.28	.00		
<b>1074285</b>								
9131	VERIZON WIRELESS	9764663692	MULTI DEPT/CELL PHONE EXPENS	05/01/2016	52.88	.00		
Total 1074285:					52.88	.00		
<b>1074480</b>								
1132	BRADY INDUSTRIES OF	5088270	BUILDING MAINTENANCE	05/04/2016	349.30	.00		
Total 1074480:					349.30	.00		
<b>1160940</b>								
4292	J.U.B. ENGINEERS, INC.	100282	ENG/TRAIL PLAN	04/12/2016	10,162.24	.00		
4292	J.U.B. ENGINEERS, INC.	100907	ENG/TRAIL PLAN	05/11/2016	1,033.67	.00		
Total 1160940:					11,195.91	.00		
<b>2040330</b>								
4292	J.U.B. ENGINEERS, INC.	100285	ENG/ROAD REHABILITATION	04/12/2016	30,175.16	.00		
4292	J.U.B. ENGINEERS, INC.	100908	ENG/ROAD REHABILITATION	05/12/2016	3,949.68	.00		
Total 2040330:					34,124.84	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>2040480</b>								
20	5L PROPERTIES, LLC	294AR	CLASS C ROADS/REIMB-MANHOLE	04/26/2016	3,845.00	.00		
3312	GENEVA ROCK PRODUC	1734619	CLASS C ROADS/ASPHALT	05/04/2016	545.72	.00		
Total 2040480:					4,390.72	.00		
<b>2270200</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	63.47	.00		
Total 2270200:					63.47	.00		
<b>2270420</b>								
3571	GURR'S COPYTEC	7911	CEM/LAMINATION	05/23/2016	18.00	.00		
Total 2270420:					18.00	.00		
<b>2270480</b>								
1905	COMCAST CABLE	05142016	CEM/INTERNET SERVICES	05/14/2016	97.08	.00		
Total 2270480:					97.08	.00		
<b>2270740</b>								
8692	UNITED SERVICE & SALE	44596	CEM/HAND BLOWER	04/21/2016	225.00	.00		
Total 2270740:					225.00	.00		
<b>4140260</b>								
1516	CENTURY LINK	04282016	E-911/MAINTENANCE	04/28/2016	89.10	.00		
Total 4140260:					89.10	.00		
<b>4841250</b>								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	304.52	.00		
Total 4841250:					304.52	.00		
<b>4841430</b>								
1506	CENTURY EQUIPMENT C	UL01300	STRM DRN/RENTAL OF EQUIPMEN	03/31/2016	7,740.00	.00		
Total 4841430:					7,740.00	.00		
<b>4841600</b>								
3948	HOME DEPOT CREDIT S	04012016	SHOP/REMODEL	04/01/2016	14.56	.00		
3948	HOME DEPOT CREDIT S	04032016	SHOP/REMODEL	04/04/2016	16.28	.00		
3948	HOME DEPOT CREDIT S	04042016	SHOP/REMODEL	04/04/2016	666.01	.00		
3948	HOME DEPOT CREDIT S	04052016	SHOP/REMODEL	04/05/2016	789.17	.00		
3948	HOME DEPOT CREDIT S	04082016	SHOP/REMODEL	04/08/2016	253.21	.00		
3948	HOME DEPOT CREDIT S	04122016	SHOP/REMODEL	04/12/2016	14.87	.00		
3948	HOME DEPOT CREDIT S	04132016	SHOP/REMODEL	04/12/2016	14.87	.00		
3948	HOME DEPOT CREDIT S	04142016	SHOP/REMODEL	04/14/2016	20.52	.00		
3948	HOME DEPOT CREDIT S	04152016	SHOP/REMODEL	04/15/2016	77.60	.00		
3948	HOME DEPOT CREDIT S	04262016	SHOP/REMODEL	04/25/2016	39.94	.00		
3948	HOME DEPOT CREDIT S	04282016	SHOP/REMODEL	04/28/2016	436.72	.00		
Total 4841600:					2,343.75	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>4841610</b>								
3151	FREEDOM MAILING SER	28903	UTILITY BILLING EXPENSE	05/05/2016	786.62	.00		
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	96.95	.00		
8730	UPPER CASE PRINTING,	10641	UTILITY BILL EXPENSE	05/04/2016	79.20	.00		
Total 4841610:					962.77	.00		
<b>4990905</b>								
8322	THINK ARCHITECTURE, I	160386	LIBRARY ELEVATOR ADDITION	04/30/2016	4,150.00	.00		
Total 4990905:					4,150.00	.00		
<b>5140240</b>								
3151	FREEDOM MAILING SER	28903	UTILITY BILLING EXPENSE	05/05/2016	1,573.23	.00		
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	21,439.11	.00		
8730	UPPER CASE PRINTING,	10641	UTILITY BILL EXPENSE	05/04/2016	158.40	.00		
Total 5140240:					23,170.74	.00		
<b>5140250</b>								
6103	PERFECTION AUTO GLA	6103	WATER/VEHICLE REPAIR	05/10/2016	190.00	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	658.40	.00		
Total 5140250:					848.40	.00		
<b>5140280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	67.90	.00		
Total 5140280:					67.90	.00		
<b>5140330</b>								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	630.00	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	38.95	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	221.23	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	105.96	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	1,310.00	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	138.57	.00		
Total 5140330:					2,444.71	.00		
<b>5140440</b>								
9451	WHEELER MACHINERY	370626	WATER/VEHICLE REPAIR	04/05/2016	1,617.09	.00		
9451	WHEELER MACHINERY	373110	WATER/SKID STEER FORKS	05/09/2016	850.00	.00		
Total 5140440:					2,467.09	.00		
<b>5140600</b>								
2150	CUSTOM PRECISION MA	696	WATER/FACE WATER METER COV	04/28/2016	200.00	.00		
7141	RURAL WATER ASSOC O	1274	WATER/ANNUAL DUES	05/01/2016	1,430.00	.00		
Total 5140600:					1,630.00	.00		
<b>5140603</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	721.84	.00		
Total 5140603:					721.84	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5170915								
1870	CODALE ELECTRIC SUP	5669094001	WATER/REPAIR PARTS	04/28/2016	54.44	.00		
	Total 5170915:				54.44	.00		
5240240								
3151	FREEDOM MAILING SER	28903	UTILITY BILLING EXPENSE	05/05/2016	1,573.23	.00		
8730	UPPER CASE PRINTING,	10641	UTILITY BILL EXPENSE	05/04/2016	158.40	.00		
	Total 5240240:				1,731.63	.00		
5240250								
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	658.40	.00		
	Total 5240250:				658.40	.00		
5240270								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	64.79	.00		
	Total 5240270:				64.79	.00		
5240330								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	630.00	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	1,310.00	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	70.88	.00		
	Total 5240330:				2,010.88	.00		
5240350								
1780	CITY OF CEDAR HILLS	05232016	WEDGEWOOD DRIVE SEWER	05/23/2016	187.35	.00		
8422	TIMP. SPECIAL SERVICE	04292016	WASTEWATER TREATMENT	04/30/2016	224,020.28	.00		
	Total 5240350:				224,207.63	.00		
5240610								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	7.16	.00		
	Total 5240610:				7.16	.00		
5440250								
1436	CARTERS AUTO & REPAI	8964	SEC WATER/VEHICLE EXPENSE	05/06/2016	567.00	.00		
7925	STATE OF UTAH GASCA	05232016	MULTI DEPT VEHICLE FUEL EXPEN	05/23/2016	329.20	.00		
8539	TRIPLE T REPAIR SHOP	04202016	SEC WATER/VEHICLE REPAIR LAB	04/20/2016	489.50	.00		
8539	TRIPLE T REPAIR SHOP	04202016	SEC WATER/VEHICLE REPAIR PAR	04/20/2016	491.54	.00		
	Total 5440250:				1,877.24	.00		
5440270								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	838.65	.00		
	Total 5440270:				838.65	.00		
5440330								
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	630.00	.00		
4292	J.U.B. ENGINEERS, INC.	100279	MULTI DEPT/ GENERAL ENGINEERI	04/12/2016	168.55	.00		
4292	J.U.B. ENGINEERS, INC.	100906	MULTI DEPT/ GENERAL ENGINEERI	05/11/2016	1,310.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 5440330:					2,108.55	.00		
<b>5440540</b>								
2593	EAST JORDAN IRRIGATI	05142016	ASSESSMENT	05/14/2016	1,950.00	.00		
Total 5440540:					1,950.00	.00		
<b>5740110</b>								
363	AMERICAN FORK ORTH	05122016	DENTAL SERVICES	05/12/2016	602.00	.00		
795	BARRY, MARK T.	04262016	DENTAL SERVICES	04/26/2016	46.61	.00		
795	BARRY, MARK T.	04282016	DENTAL SERVICES	04/28/2016	119.41	.00		
2460	DODGE, KEITH A. D.D.S.	05052016	DENTAL SERVICES	05/05/2016	115.50	.00		
2460	DODGE, KEITH A. D.D.S.	05102016	DENTAL SERVICES	05/10/2016	66.00	.00		
2799	FADDIS, EDDIE DDS, PC	05022016	DENTAL SERVICE	05/02/2016	206.40	.00		
5096	MAXFIELD, ROD P., DDS,	05032016	DENTAL SERVICES	05/03/2016	87.50	.00		
5514	MURDOCK & SEARLE	03232016	DENTAL SERVICES	03/23/2016	374.40	.00		
5514	MURDOCK & SEARLE	05062016	DENTAL SERVICES	05/06/2016	190.50	.00		
5691	NOOT, ARNOUD, DDS	05032016	DENTAL SERVICES	05/03/2016	897.20	.00		
7005	ROBINSON, REED F DM	04142016	DENTAL SERVICES	04/14/2016	14.00	.00		
7005	ROBINSON, REED F DM	05022016	DENTAL SERVICES	05/03/2016	97.30	.00		
7005	ROBINSON, REED F DM	05032016	DENTAL SERVICES	05/03/2016	149.80	.00		
7005	ROBINSON, REED F DM	05102016	DENTAL SERVICES	05/10/2016	519.90	.00		
7623	SMITH, G. TREVOR, DDS	05052016	DENTAL SERVICES	05/05/2016	117.60	.00		
7623	SMITH, G. TREVOR, DDS	05102016	DENTAL SERVICES	05/10/2016	84.00	.00		
8363	THOMPSON, WADE D, D	05012015	DENTAL SERVICES	05/01/2015	71.68	.00		
8397	TIMPANOGOS PEDIATRI	05102016	DENTAL SERVICES	05/10/2016	37.10	.00		
8480	TOTAL CARE DENTAL	04252016	DENTAL SERVICES	04/25/2016	157.50	.00		
8580	TUTTLE, GREGORY K	05062016	DENTAL SERVICE	05/06/2016	147.70	.00		
Total 5740110:					4,102.10	.00		
<b>7173280</b>								
5950	PAETEC	59401555	MULTI DEPT/PHONE EXPENSE	05/08/2016	77.10	.00		
Total 7173280:					77.10	.00		
<b>7173380</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	2,798.51	.00		
Total 7173380:					2,798.51	.00		
<b>7173382</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	810.39	.00		
Total 7173382:					810.39	.00		
<b>7271060</b>								
6672	QUESTAR GAS	05232016	MULTI DEPT/HEATING EXPENSE	05/23/2016	472.13	.00		
Total 7271060:					472.13	.00		
<b>7271061</b>								
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	4,943.21	.00		
7062	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	13.12	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 7271061:					4,956.33	.00		
<b>7271062</b>								
3948	HOME DEPOT CREDIT S	04022016	REC/BUILDING MAINTENANCE	04/02/2016	15.82	.00		
6212	PEX FITNESS	MAR1616	REC/PRO ELITE PAD BLACK	05/06/2016	210.00	.00		
Total 7271062:					225.82	.00		
<b>7271270</b>								
7082	ROCKY MOUNTAIN POW	05102016	MULTI DEPT/ELECTRICITY EXPENS	05/10/2016	519.54	.00		
Total 7271270:					519.54	.00		
<b>7271410</b>								
1219	BSN SPORTS COLLEGIA	97892018	REC/EQUIPMENT	05/06/2016	216.70	.00		
1353	CAPPADONIA, REBECCA	20160502	REC/CONTRACTED SERVICES	05/02/2016	88.00	.00		
2889	FIRST ADVANTAGE BAC	5546961604	REC/BACKGROUND CHECKS	04/30/2016	228.80	.00		
3571	GURR'S COPYTEC	7749	REC/COPIES	05/23/2016	10.00	.00		
3924	HOBBY LOBBY	56335832	REC/PROGRAM EXPENSE	04/12/2016	11.96	.00		
3948	HOME DEPOT CREDIT S	04212016	REC/DEPARTMENTAL SUPPLIES	04/21/2016	179.94	.00		
5033	MACEYS	24932	REC/ASSORTED EXPENSES	05/03/2016	10.98	.00		
5517	MVP SPORTS	43273	REC/EQUIPMENT	04/27/2016	173.98	.00		
5517	MVP SPORTS	43308	REC/EQUIPMENT	05/06/2016	495.69	.00		
6457	PRIDE SIGNS, INC.	459898	REC/MANILA SIGN	05/03/2016	20.00	.00		
7233	SAM'S CLUB	05232016	MULTI DEPT/SUPPLIES	05/23/2016	1,518.13	.00		
7530	SMASH ATHLETICS, INC.	9964	REC/UNIFORMS	04/29/2016	1,685.75	.00		
7530	SMASH ATHLETICS, INC.	9965	REC/UNIFORMS	04/29/2016	3,394.10	.00		
7530	SMASH ATHLETICS, INC.	9966	REC/UNIFORMS	04/29/2016	954.45	.00		
8219	TEXTILE TEAM OUTLET	33785	REC/UNIFORMS	04/20/2016	190.50	.00		
8219	TEXTILE TEAM OUTLET	33877	REC/UNIFORMS	04/20/2016	180.50	.00		
8219	TEXTILE TEAM OUTLET	33878	REC/UNIFORMS	04/20/2016	688.35	.00		
8219	TEXTILE TEAM OUTLET	33896	REC/UNIFORMS	04/28/2016	110.25	.00		
8219	TEXTILE TEAM OUTLET	33935	REC/UNIFORMS	05/06/2016	9.95	.00		
8219	TEXTILE TEAM OUTLET	33951	REC/UNIFORMS	05/13/2016	6.95	.00		
8415	TIMP VALLEY FLORAL	1918531	REC/FLOWERS	05/03/2016	48.99	.00		
Total 7271410:					10,223.97	.00		
<b>7271420</b>								
1905	COMCAST CABLE	05162016	REC/INTERNET SERVICE	05/15/2016	135.86	.00		
7420	SHIELD-SAFETY, LLC	2203306981	CEM/FIRST AID SUPPLIES	05/03/2016	168.90	.00		
Total 7271420:					304.76	.00		
<b>7271460</b>								
7233	SAM'S CLUB	05232016	MULTI DEPT/SUPPLIES	05/23/2016	3,834.16	.00		
Total 7271460:					3,834.16	.00		
<b>7371551</b>								
846	BEENE, LARA	05202016	CSYP/REIMB. FOR COSTUMES	05/20/2016	1,039.97	.00		
1112	BRADLEY, KRISTEN	05202016	CSYP/CHOREOGRAPHER	05/20/2016	800.00	.00		
2265	DALEY, TAMELA	05202016	CSYP/ASSISTANT	05/20/2016	600.00	.00		
2524	DURR, KAMERON LEIGH	05202016	CSYP/ASST DIRECTOR	05/20/2016	600.00	.00		
4585	KREMNEV, ANGIE LITTLE	04192016	CSYP/REIMB. FOR EXPENSES	04/18/2016	486.45	.00		
4585	KREMNEV, ANGIE LITTLE	05202016	CSYP/PRODUCER	05/20/2016	800.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5098	MAYBERRY, CORINNE	05202016	CSYP/ASSISTANT CHOREOGRAPHER	05/20/2016	600.00	.00		
7240	SANDERS, LORI	05202016	CSYP/REIMB FOR EXPENSES	05/20/2016	3,702.87	.00		
7240	SANDERS, LORI	05212016	CSYP/REIMB FOR EXPENSES	05/21/2016	4,271.77	.00		
7240	SANDERS, LORI	05222016	CSYP/DIRECTOR	05/20/2016	1,200.00	.00		
7624	SMITH, PATRICIA	05092016	CSYP/REIMB. FOR EXPENSES	05/09/2016	37.84	.00		
7624	SMITH, PATRICIA	05202016	CSYP/REIMB. FOR PROPS	05/20/2016	10.13	.00		
8348	THOMPSON, AIMEE	05202016	CSYP/REIMB. FOR EXPENSES	05/20/2016	73.49	.00		
9092	VARNEY, EMILY	05202016	CSYP/PRODUCER	05/20/2016	800.00	.00		
9094	VARNEY, NICHOLAS MAT	05202016	CSYP/ASSISTANT	05/20/2016	600.00	.00		
9232	WALSH, ANDREW	05092016	CSYP/MUSICAL DIRECTOR	05/09/2016	500.00	.00		
Total 7371551:					16,122.52	.00		
<b>7371552</b>								
986	BLOTTER INK LLC	05192016	PG PLAYERS/GRAPHICS	05/19/2016	150.00	.00		
2470	DOVER, RICHARD	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
2750	EVANS, JASON	0519216	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
3503	GREENE, MILLFORD	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
3795	HEALY, SCOTT M.	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
3940	HOLCOMBE, SHERRI	05192016	PG PLAYERS/STAGE MANAGER	05/19/2016	800.00	.00		
3941	HOLCOMBE, ROBERT A	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
4004	HOWELL, MICHAEL	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
4160	INGRAM, LUONE	05192016	PG PLAYERS/REIMB FOR EXPENS	05/19/2016	540.57	.00		
4160	INGRAM, LUONE	05202016	PG PLAYERS/PHOTOS & PROGRA	05/19/2016	200.00	.00		
4402	JONES, GORDON	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
4866	LITTLE, KATHRYN LAYC	05192016	PG PLAYERS/PRODUCER	05/19/2016	2,000.00	.00		
6343	PLEASANT GROVE PRIN	7389	PG PLAYERS/FLYERS & PROGRAM	04/29/2016	113.20	.00		
6600	PURDIE, DENNIS	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
6730	RAMSEY, MICHAEL	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
7087	ROSENLOF, KELLY	05192016	PG PLAYERS/SET & PROPS	05/19/2016	500.00	.00		
7088	ROSENLOF, WENDY JEA	05192016	PG PLAYERS/PROPS, TICKETS, MA	05/19/2016	600.00	.00		
7088	ROSENLOF, WENDY JEA	05202016	PG PLAYERS/REIMB. FOR EXPENS	05/20/2016	1,910.41	.00		
7635	SMITH, RICHARD	05192016	PG PLAYERS/SET & STORAGE HO	05/19/2016	150.00	.00		
8349	THOMPSON, JEFF	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
8368	THORNE, DONNA FUGAL	05192016	PG PLAYERS/COSTUMER	05/19/2016	400.00	.00		
8368	THORNE, DONNA FUGAL	0519216	PG PLAYERS/REIMB. FOR COSTUM	05/19/2016	211.31	.00		
8490	TOWERS, MICHEL E.	05192016	PG PLAYERS/CAST STIPEND	05/19/2016	100.00	.00		
9220	WALKER, VERDON R JR.	05192016	PG PLAYERS/REIMB. FOR MARKET	05/19/2016	800.33	.00		
9220	WALKER, VERDON R JR.	05202016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
9515	WILKINS, BRINTON	05192016	PG PLAYERS/STIPEND	05/19/2016	100.00	.00		
Total 7371552:					9,675.82	.00		
Grand Totals:					654,504.33	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

**RESOLUTION NO. 2016-01 RDA**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF PLEASANT GROVE CITY AUTHORIZING THE CHAIR OF THE REDEVELOPMENT AGENCY (RDA) TO SIGN A FIFTH AMENDED AND RESTATED AGREEMENT WITH THE JOHN Q. HAMMONS TRUST REGARDING A HOTEL AND CONVENTION CENTER PROJECT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and Agency desired to initiate economic development in the Grove Commercial Area (the “Grove Area”) in order to provide consumer services and jobs to the citizens of Pleasant Grove; and

**WHEREAS**, a feasibility study was prepared by the City showing that the Project would generate significant revenues not only to the City, but to Utah County and Alpine School District; and

**WHEREAS**, the Project was anticipated to have generated significant development in the Grove Area; and

**WHEREAS**, the economic and capital market conditions have prevented Hammons from obtaining the necessary financing to commence and complete the Project; and

**WHEREAS**, Hammons has not met the construction and operation deadlines as established in the Original Agreement and the Amendment dated December 5, 2006, the Second Amended and Restated Agreement dated December 1, 2009, the Third Amended and Restated Agreement dated December 7, 2010, the Fourth Amended and Restated Agreement on November 29, 2011; and

**WHEREAS**, Hammons still desires to construct the Project and City and Agency desire to continue to support economic development in the Grove Area; and

**WHEREAS**, both Parties agree that it is in their mutual interest to continue with the Project despite the obstacles in the economy and capital markets that have caused the delay; and

**WHEREAS**, as part of the original Agreement, the Agency issued certain bonds to finance the acquisition of real property for the project; and

**WHEREAS**, Hammons has continued to meet its financial obligations during the extension periods by paying the bond payments and commits to continue to meet them; and

**WHEREAS**, the Redevelopment Agency finds that it is in the best interests of the citizens of Pleasant Grove at this time not to use taxpayer funds to make payments on the outstanding bonds; and

**WHEREAS**, the Parties now desire to amend the Original Agreement, the Amended and Restated Agreement and the Fifth Amended and Restated Agreement to provide new terms regarding completion dates and security on the Project; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of the Redevelopment Agency of Pleasant Grove, Utah as follows:

**SECTION 1.**

The Chairman of the Redevelopment Agency is hereby authorized to sign the Fifth Amended and Restated Agreement with John Q. Hammons Trust, which is attached hereto as Exhibit "A."

**SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE PLEASANT GROVE CITY REDEVELOPMENT AGENCY (RDA), UTAH**, this 31<sup>st</sup> day of May, 2016.

\_\_\_\_\_  
Michael W. Daniels, Chair

**ATTEST:**

(SEAL)

\_\_\_\_\_  
Kathy T. Kresser, City Recorder, MMC

File No. 02-10918

## REQUEST FOR RECONVEYANCE OF TRUST DEED

Keystone Title Insurance Agency, LLC, is Trustee under a Trust Deed dated December 1, 2011, executed by Jacqueline A. Dowdy and John J. Slaboch, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated, as Trustors and recorded June 21, 2013, as Entry No. 60492:2013, of the official records of the County Recorder of Utah County, Utah. Beneficiary thereunder hereby requests Keystone Title Insurance Agency, LLC, as Trustee to reconvey, without warranty, to the person or persons entitled thereto, all the estate now held by it as Trustee under said Trust Deed, which Trust Deed covers real property situated in Utah County, Utah, described as :

See Exhibit "A"

Tax ID: 14:054:0125

DATED this \_\_\_\_\_ day of \_\_\_\_\_,

Pleasant Grove City Redevelopment Agency

\_\_\_\_\_  
BY:  
Its:

STATE OF UTAH                                    )  
  ss  
COUNTY OF UTAH                            )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_ who duly sworn did say that he/she is a \_\_\_\_\_ of Pleasant Grove City Redevelopment Agency and that the foregoing instrument was signed in behalf of said company by authority of its articles of organization and of a resolution of its board of directors and said \_\_\_\_\_ duly acknowledged to me that he/she said company executed the same.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, RETURN TO:

Kathy T. Kresser  
City Recorder  
Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

Tax Parcel No. 14:054:0125

**MODIFICATION TO DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "**Modification**") is effective as of the \_\_\_ day of \_\_\_\_\_, 2016 by and among JACQUELINE A. DOWDY and GREGGORY D. GROVES, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated (collectively, "**Trustor**"), in favor of KEYSTONE TITLE INSURANCE AGENCY, L.L.C. ("**Trustee**"), for the benefit of PLEASANT GROVE CITY REDEVELOPMENT AGENCY ("**Beneficiary**"). Trustor, Trustee and Beneficiary are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties.**"

A. Trustor (by its then current Trustee), the City of Please Grove (the "**City**") and Beneficiary entered into that certain Real Estate Purchase and Development Agreement on July 3, 2006, as amended, modified, or restated from time to time (the "**Development Agreement**"), regarding the construction and operation of a hotel and convention center development on the real property more particularly described on the attached **Exhibit "A."**

B. The payment and performance obligations of Trustor in the Development Agreement are secured by that certain Deed of Trust, Security Agreement and Fixture Filing, dated December 1, 2011, from Trustor (by its then current Successor Trustees) to Trustee for the benefit of Beneficiary, recorded December 1, 2011 in the Utah County Recorder's office, as Entry No. 86337:2011 (the "**Deed of Trust**"), which also secures payment and performance of each and every obligation of Trustor under the Deed of Trust and under any other document given to evidence or further secure Trustor's obligations under the Development Agreement as well as the payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of the Deed of Trust, together with interest thereon as provided in the Deed of Trust.

C. Trustor, the City and Beneficiary further amended the Development Agreement in that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated \_\_\_\_\_, 2016 (the "**Fifth Amendment**").

D. The Parties would like to amend the Deed of Trust to amend the definition of the Development Agreement to specifically reference the Fifth Amendment.

NOW THEREFORE, in consideration of the mutual covenants and terms set forth in this Modification, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Deed of Trust as follows:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the Parties and are incorporated into this Modification by reference.

2. Specific Deed of Trust Modification. Effective as of the date of this Modification, Recital B of the Deed of Trust is amended and restated in its entirety as follows:

Trustor, the City of Pleasant Grove (the “City”), and Beneficiary have entered into that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated \_\_\_\_\_, 2016 (the “**Fifth Amended and Restated Agreement**”), which amends and restates (in part) the following agreements: Real Estate Purchase and Development Agreement, dated July 3, 2006, among DMB Investments, LLC (“**DMB**”), Don Brandt (“**Brandt**”), BW Inc. (“**BW**”), Trustor (by its then current Trustee), and Beneficiary (the “**Original Agreement**”), as amended by the Amendment to Purchase and Development Agreement, dated June 3, 2006, dated December 15, 2006, among DMB, Brandt, BW, Trustor (by its then current Trustee) and Beneficiary (the “**First Amendment**”), as amended by the Addendum #1 to the Real Estate Purchase and Development Agreement dated July 3, 2006 by and among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons and Pleasant Grove City, dated January 11, 2007, among DMB, Brandt, BW, Trustor (by its then current Trustee), and Beneficiary (the “**Addendum #1**”), as amended by the Amended and Restated Agreement Hammons Hotel Project – Construction and Operation, dated December 1, 2009, among the City, Beneficiary and Trustor (by its then current Trustee) (the “**Amended and Restated Agreement**”), as amended by the Third Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated November 30, 2010, among the City, Trustor (by its then current Successor Trustees) and Beneficiary (the “**Third Amended and Restated Agreement**”), as amended by the Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated December 1, 2011, among the City, Trustor (by its then current Successor Trustees), and Beneficiary (the “**Fourth Amended and Restated Agreement**”) (the Original Agreement, as amended by the First Amendment, as amended by the Addendum #1, as amended by the Amended and Restated Agreement, as amended by the Third Amended and Restated Agreement, as amended by the Fourth Amended and Restated Agreement, as amended by the Fifth Amended and Restated Agreement, and as may be further amended, modified or restated from time to time, are collectively, the “**Development Agreement**”). The parties entered into that certain Memorandum of Agreement executed by Trustor (by its then current Successor Trustees) and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

3. Grant of Lien and Security Interest. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as secured party, a security interest in the real and personal property described in the Granting Clauses of the Deed of Trust with respect to the real property described on **Exhibit “A”** to this Modification for the same purposes as described in the Deed of Trust.

4. Effect of Modification. Except as the Deed of Trust has been modified hereby, the Deed of Trust is unmodified and remains in full force and effect.

5. Representations. Each of Trustor, Trustee and Beneficiary has entered into this Modification intending to be bound by the provisions hereof. Trustor, Trustee and Beneficiary represent and warrant to each other that each of them possesses all requisite power and authority to enter into this Modification, and that the person or persons who sign this Modification in its behalf have been duly authorized to do so.

6. Conflicts. In the event of a conflict in the terms and provisions of the Deed of Trust and this Modification, the provisions of this Modification shall control.

7. Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of Trustor, Trustee, Beneficiary and their respective successors and assigns. This Modification shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

8. Counterparts. This Modification may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

9. Reaffirmation. Trustor hereby ratifies and reaffirms all terms, covenants and conditions of the Deed of Trust, including, without limitation, the liens and security interests granted in favor of Beneficiary in the Deed of Trust, as the same may be amended by this Modification, and all of Trustor's obligations under the Deed of Trust.

*[Signature pages follow]*

Dated effective as of the date first above written.

**TRUSTOR:**

*Jacqueline A. Dowdy*

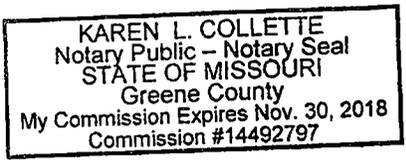
Jacqueline A. Dowdy, solely in her capacity as Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated

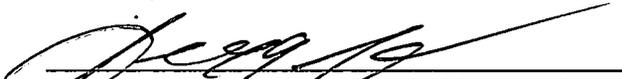
State of Missouri     )  
                                  :ss  
County of Greene     )

The foregoing instrument was acknowledged before me this 25 day of April, 2016, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated.

*Karen L. Collette*  
NOTARY PUBLIC  
Residing at: Springfield, Mo

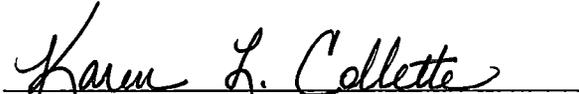
My commission expires: 11-30-18



  
Gregory D. Groves, solely in his capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989 as amended and restated

State of Missouri     )  
                                  :SS  
County of Greene     )

The foregoing instrument was acknowledged before me this 25 day of April,  
2016, by Gregory D. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

  
NOTARY PUBLIC  
Residing at: Springfield, Mo

My commission expires: 11-30-18

KAREN L. COLLETTE  
Notary Public – Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Nov. 30, 2018  
Commission #14492797

**BENEFICIARY:**

PLEASANT GROVE CITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah )

:ss

County of Utah )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Michael W. Daniels, the Chair of PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Kathy T. Kresser

Its: Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Utah County, Utah:

Beginning at a point North 89°32'26" East 495.45 feet along the section line and North 46.99 feet from the South Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 26°20'54" West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 42°44'49" West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 37°59'12" West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 45°10'20" West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North 34°31'31" East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 31°28'29" East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 88°05'02" East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 38°18'48" East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South 51°41'12" East 33.25 feet; thence Southeasterly 134.92 feet along the arc of a 300.00 foot radius curve to the left, (center bears North 38°18'48" East and long chord bears South 64°34'13" East 133.78 feet, with a central angle of 25°46'02"); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South 12°32'46" West and long chord bears South 42°39'29" East 1,027.17 feet, with a central angle of 69°35'29"); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North 82°08'15" East and long chord bears South 35°45'25" East 669.02 feet, with a central angle of 55°47'21") to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land, situate in the South Half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°37'36" East 1941.88 feet along the Quarter Section line and South 1235.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running: thence South 51°36'51" East 32.98 feet; thence Southeasterly 135.27 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 64°31'52" East 134.12 feet, through a central angle of 25°50'02"); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South 12°33'07" West and the long chord bears South 42°39'20" East 1027.10 feet, through a central angle of 69°35'07"); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North 82°08'14" East and the long chord bears South 48°50'57" East 937.91 feet, through a central angle of 81°58'23"); thence South 89°50'09" East 105.79 feet; thence South 0°01'40" West 52.00 feet; thence North 89°50'09" West 3.80 feet; thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius non-tangent curve to the left (center bears North 89°50'09" West and the long chord bears North 44°50'09" West 35.36 feet,

through a central angle of 90°00'00"); thence North 89°50'09" West 77.11 feet; thence Northwesterly 1061.58 feet along the arc of a 742.00 foot radius tangent curve to the right (center bears North 0°09'51" East and the long chord bears North 48°50'57" West 973.33 feet, through a central angle of 81°58'23"); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South 82°08'14" West and the long chord bears North 24°20'44" West 495.39 feet, through a central angel of 32°57'56"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent compound curve to the left (center bears South 49°10'18" West and the long chord bears North 68°41'08" West 56.07 feet, through a central angel of 55°42'52"); thence Northwesterly 136.50 feet along arc of an 81.00 foot radius tangent reverse curve to the right (center bears North 6°32'34" West and the long chord bears North 48°15'57" West 120.91 feet, through a central angle of 96°33'13"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent reverse curve to the left (center bears North 89°59'20" West and the long chord bears North 27°50'46 West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 331.32 feet along the arc of an 873.00 foot radius tangent compound curve to the left (center bears South 34°17'48" West and the long chord bears North 66°34'33" West 329.34 feet, through a central angle of 21°44'41"); thence Northwesterly 147.44 feet along the arc of a 327.00 foot radius tangent reverse curve to the right (center bears North 12°33'07" East and the long chord bears North 64°31'52" West 146.19 feet, through a central angle of 25°50'02"); thence North 51°36'51" West 32.95 feet to the East line of Pleasant Grove Blvd.; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 31, Township 5 South, Range 2 East, SLB&M, incident to the construction of an expressway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said two entire tracts and the existing Northeasterly I-15 highway right of way and no access line which point is 856.68 feet North 89°32'26" East along the section line and 1190.42 feet South from the North Quarter corner of said Section 31; and running thence along said existing no access line the following three (3) courses and distances; (1) thence North 49°52'10" West 897.44 feet; (2) thence North 49°52'10" West 619.24 feet; (3) thence North 42°44'49" West 361.25 feet to a point 169.70 feet perpendicularly distant Northeasterly from the Project Mainline Control Line, opposite approximate Engineers Station 4204+66.07; thence South 46°03'46" East 482.44 feet; thence South 49°18'52" East 284.68 feet to a point 135.00 feet perpendicularly distant Northeasterly from said Control Line, opposite approximate Engineers Station 4197+00.02; thence South 49°51'46" East 951.00 feet parallel with said Control Line; thence North 23°58'51" East 57.33 feet; thence North 30°49'07" East 187.64 feet to the Easterly Boundary Line of said entire two tracts; thence South 00°52'30" West 323.04 feet along said Easterly Boundary Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel No. 14:054:0125

## **Fifth Amended and Restated Agreement**

\_\_\_\_\_, 2016

### **Hammons Hotel and Convention Center, Pleasant Grove, Utah**

This Fifth Amended and Restated Agreement (“Fifth Amended and Restated Agreement”) is executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), among the City of Pleasant Grove, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 70 South 100 East, Pleasant Grove, Utah County, Utah, 84062 (hereinafter referred to as the “City”), Jacqueline A. Dowdy and Gregory D. Groves, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated, and successors or assigns (collectively, “Hammons”); and the Pleasant Grove City Redevelopment Agency (the “Agency”). Said entities may be referred to individually as “Party” or collectively as the “Parties” herein.

### **BACKGROUND TO AMENDED AGREEMENT**

The Parties entered into a Real Estate Purchase and Development Agreement on July 3, 2006 (the “Original Agreement”); an Amendment to Purchase and Development Agreement on December 15, 2006 (the “Amended Agreement”); an Addendum #1 on January 11, 2007 (the “Addendum #1”); an Amended and Restated Agreement on December 1, 2009 (the “Amended and Restated Agreement”), a Third Amended and Restated Agreement on November 30, 2010 (the “Third Amended and Restated Agreement”), and a Fourth Amended and Restated Agreement on December 1, 2011 (the “Fourth Amended and Restated Agreement”) (the Original Agreement, the Amended Agreement, the Addendum #1, the Third Amended and Restated Agreement and the Fourth Amended and Restated Agreement are collectively referred to herein as the “Agreements”), regarding Hammons’ construction and operation of a hotel and convention center development to include a primary full service hotel with not less than 300 rooms along with an attached convention center of not less than 100,000 square feet (the “Hotel and Convention Center”); a limited service hotel of between 200 and 220 rooms with attached convention space (the “Second Hotel”); and not less than two, nationally franchised restaurants (the “Restaurants”). The Hotel and Convention Center, the Second Hotel, and the Restaurants are collectively referred to herein as the “Project.”

The City and the Agency acquired 37 acres of real property for the Project and deeded said property to Hammons as an inducement to Hammons to construct the Project. The Agency issued its Tax Increment and Revenue Bonds, Series 2006 in the aggregate principal amount of \$19,785,000 (the “Series 2006 Bonds”) in order to purchase the property for the Project, anticipating that the tax revenues generated from the Project would be sufficient to pay debt service on the Series 2006 Bonds. The City provided additional credit support in order for the Agency to issue the Series 2006 Bonds, in the form of a pledge of its local option sales and use taxes.

Hammons had certain performance obligations associated with the Original Agreement, including, but not limited to the following: (1) construction of the Hotel and Convention Center was to commence on or before May 1, 2007, and be open for business no later than March 1,

2009; (2) construction of the Second Hotel was to commence on or before March 1, 2009, and be open for business no later than September 1, 2010; (3) construction of the Restaurants was to be commenced on or before December 1, 2007, and open for business no later than March 1, 2009. Due to economic and capital market conditions, Hammons experienced difficulties in obtaining financing for the Project and has not commenced construction on most of the facilities and has not completed construction of any of the facilities as required in the Original Agreement.

The Amended and Restated Agreement was executed on December 1, 2009 wherein Hammons' performance obligations were modified. Specifically, Hammons agreed to pay extension fees, to set new performance dates, and to provide additional default remedies for the City and the Agency. Said Amended and Restated Agreement also provided for the possibility of a restructure of the Series 2006 Bonds. (See Section 1.2.1.1 Amended and Restated Agreement dated December 1, 2009).

Due to Hammons' failure to perform within the time constraints outlined in its prior Agreements, it became necessary to restructure the Series 2006 Bonds. In 2011 the Agency issued a series of refunding bonds (the "Series 2011 Bonds") to refund the Series 2006 Bonds pursuant to a resolution of the Agency dated October 18, 2011, and an Indenture of Trust dated as of December 1, 2011 (the "Indenture"). In addition to the payments to be made by Hammons as described herein, the Series 2011 Bonds are secured by certain Tax Increment Revenues, Transient Room Taxes, City Project Area Sales Taxes, and City Sales Taxes (each as defined in the Indenture).

The Fourth Amended and Restated Agreement modified Hammons performance obligations under the prior Agreements, including the following specific obligations: (1) required Hammons to execute a Deed of Trust for the 37 acres in favor of the Agency in consideration for the Agency's willingness to enter into the Fourth Amended and Restated Agreement; (2) required Hammons to pay debt service on the Series 2011 Bonds until the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes meet the debt service payments on the Series 2011 Bonds; and (3) provided additional default remedies available to the City and the Agency.

Subsequent to the Fourth Amended and Restated Agreement, Hammons became involved in litigation which made it impracticable for them to begin construction of the Project as required under the prior Agreements. Hammons has requested an extension of time to complete construction of the Project. This Fifth Amended and Restated Agreement modifies Hammons' performance obligations under the prior Agreements and includes the following specific obligations: (1) requires Hammons to execute a Modification to Deed of Trust (as defined herein) and deliver a modification and date-down endorsement in connection therewith and (2) modifies completion dates.

## **RECITALS**

**WHEREAS**, the City and the Agency desired to initiate economic development in the Grove Commercial Area (the "Grove Area") in order to provide consumer services and jobs to the citizens of Pleasant Grove; and

**WHEREAS**, a feasibility study was prepared by the City showing that the Project would generate significant revenues not only to the City, but to Utah County and Alpine School District; and

**WHEREAS**, the Project was anticipated to have generated significant development in the Grove Area; and

**WHEREAS**, the economic and capital market conditions, as well as pending litigation, have prevented Hammons from obtaining the necessary financing to commence and complete the Project; and

**WHEREAS**, Hammons has not met the construction and operation deadlines as established in the prior Agreements; and

**WHEREAS**, Hammons still desires to construct the Project and the City and the Agency desire to continue to support economic development in the Grove Area; and

**WHEREAS**, the Parties agree that it is in their mutual interest to continue with the Project despite the obstacles in the economy, capital markets and pending litigation that have caused the delay; and

**WHEREAS**, the Parties now desire to amend the Agreements to restate the terms for completion of the Project as set forth in the Fourth Amended and Restated Agreement; and

**WHEREAS**, in consideration for the extension of the construction period for the Project and the waiver of certain remedies as set forth in the Original Agreement, Hammons hereby agrees to (i) execute a Modification to Deed of Trust (as defined herein) and deliver a modification and date-down endorsement in connection therewith and (ii) continue to make the debt service payments on the outstanding Series 2011 Bonds;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Agency and Hammons agree as follows:

## **AGREEMENT AND COVENANTS**

### **1. Agreement of the Parties and Provisions.**

**1.1 Relationship between this Fifth Amended and Restated Agreement, the Fourth Amended and Restated Agreement, the Third Amended and Restated Agreement, the Amended and Restated Agreement, Addendum #1, the Amended Agreement, and the Original Agreement.** This Fifth Amended and Restated Agreement amends, restates and supersedes the Agreements only as to the specific provisions provided for herein. All other obligations and provisions of the Agreements remain in full force and effect. In case of conflict between the Agreements and this Fifth Amended and Restated Agreement, the provisions of this Fifth Amended and Restated Agreement shall prevail.

1.2 **Hammons' Obligations.** Hammons covenants with the Agency and the City to perform the following obligations:

1.2.1 **Deed of Trust.** On December 1, 2011, Hammons executed and delivered to the Agency a Deed of Trust, Security Agreement and Fixture Filing encumbering Hammons' fee estate in the Real Estate and all improvements and fixtures thereon (the "Deed of Trust"), constituting a valid first lien encumbrance upon the Real Estate, improvements, and fixtures, a copy of which is attached hereto as Exhibit A. Except as specifically allowed in the Agreements, Hammons covenants not to encumber the 37 acres or take any action that would prevent Hammons from re-conveying the property back to the Agency in the event of a default hereunder. On the Effective Date, Hammons shall execute and deliver to the Agency a modification to the Deed of Trust (the "Modification to Deed of Trust") in the form attached hereto as Exhibit B, executed by Hammons, as Trustor, in favor of the Agency, as beneficiary, which Modification to Deed of Trust shall be recorded in the official records of the Utah County Recorder's Office, as security for Hammons' obligations under the Agreements as amended by this Fifth Amended and Restated Agreement. In connection with the execution of the Modification to Deed of Trust, Hammons shall pay for and deliver to the Agency a modification and date-down title policy endorsement with respect to the Loan Policy of Title Insurance (Policy Number LX-08524374) related to the Deed of Trust on the Real Estate. In addition, Hammons shall pay all associated title insurance fees and expenses related to the issuance of the modification and date-down title policy endorsement, including recording costs and fees to research and clear mechanic lien filings.

1.2.2 **Expectation of Continuous Operation.** Hammons or its successors and assigns shall operate the Hotel and Convention Center and Second Hotel for the life of the Series 2011 Bonds and any other obligations of the Agency or City directly related to the Project.

1.2.3 **Debt Service and Tax Increment.** Hammons or its successors and assigns shall be responsible for all debt service payments on the Series 2011 Bonds prior to completion of the Project. When the Project has been completed (the "Completion Date"), Hammons or its successors and assigns shall be responsible for any deficit between the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes received by the Agency and the debt service payments on the Series 2011 Bonds. Hammons shall wire such debt service and deficit payments to the Agency five (5) days prior to their due date in accordance to the schedule attached hereto as Exhibit C. The Tax Increment Revenues, Transient Room Taxes and City Project Area Sales Taxes are received by the Agency pursuant to certain Interlocal Agreements. Such Interlocal Agreements may contain terms and conditions concerning the payment and receipt of such moneys, and the Agency cannot guarantee the payment of such moneys if the terms and conditions are not met. The Tax Increment Revenues, Transient Room Taxes and City Project Area Sales Taxes pledged for payment of the Series 2011 Bonds are only those revenues actually received by the Agency and available for such payment.

1.2.4 **Performance Schedule.** By January 1, 2018, Hammons or its successors and assigns shall have constructed the Project with a minimum assessed value of

\$65,000,000.00. In the event that Hammons fails to perform by this deadline, said failure will constitute a default under this Fifth Amended and Restated Agreement and the Agreements, and title to the subject Property (37 Acres) may be re-conveyed to the City/Agency at the City/Agency's discretion or Hammons may purchase the property from the City/Agency for the then principal balance outstanding on the Series 2011 Bonds plus any payments the City or Agency has made towards the Series 2011 Bonds and any accrued interest or penalties.

**1.2.5 Enforceability of Agreements and Fifth Amended and Restated Agreement.** Hammons has entered into this Fifth Amended and Restated Agreement and the Agreements intending to be bound by the provisions hereof and thereof. Hammons represents and warrants to the City and the Agency that it possesses all requisite power and authority to enter into this Fifth Amended and Restated Agreement, and that the person or persons who sign this Fifth Amended and Restated Agreement in its behalf have been duly authorized to do so. Hammons shall deliver to the City and the Agency an opinion of counsel on the date hereof to that same effect.

**2. City/Agency's revised obligations: City agrees to:**

**2.1 Subordinate to Construction Lender:** At the time the construction loan is entered into, the Agency agrees to subordinate its interest in the Deed of Trust to the Construction Lender.

**2.2 Use of Tax Increment and Sales Tax:** Upon the Completion Date, the Agency agrees to use any and all Tax Increment Revenues, Transient Room Taxes, and City Project Area Sales Taxes actually received by the Agency and available for such purpose, on and after the Completion Date, with respect to the Project, to pay debt service on the Series 2011 Bonds as an offset to Hammons' responsibility to cover debt service payments as set forth in this Fifth Amended and Restated Agreement. As noted in Section 1.2.3 above, the receipt of such moneys is subject to the terms and conditions of the Interlocal Agreements under which such revenues were pledged.

**3. Remedies.**

**3.1** In the event that Hammons defaults in its obligation to pay the debt service payments as set forth in this Fifth Amended and Restated Agreement, the Agency may terminate this Fifth Amended and Restated Agreement and the Agreements, and Hammons shall re-convey the 37 acres to the Agency within 30 days of notice of default from the City/Agency without cost or recourse.

**3.2** Hammons may, at any time, purchase the property. In the event Hammons elects to purchase the property, the purchase price shall be any remaining balance on the Series 2011 Bonds as shown in the payment schedule attached hereto as Exhibit C, plus any payments that the City or the Agency has made on the Series 2011 Bonds, plus accrued interest or penalties associated with this Fifth Amended and Restated Agreement and the Agreements.

**3.3** In the event that Hammons opens the Hotel and Convention Center and the Tax Increment Revenues, the Transient Room Taxes, and the City Project Area Sales Taxes received

on and after the Completion Date with respect to the Project exceed the amount required for debt service and other costs associated with the issuance of the Series 2011 Bonds, the Agency shall refund to Hammons an amount equivalent to the excess Tax Increment Revenues, Transient Room Taxes, and City Project Area Sales Taxes (so long as such amounts are available for such purpose) up to the aggregate amount of the debt service payments paid by Hammons to the Agency hereunder minus any further expenses of the City or Agency:

3.4 The City/Agency and Hammons shall have all remedies available at law or equity in the event of material default by the other Party.

4. **General Provisions.**

4.1 **Party Representatives/Notice.** The following people are designated as the initial representatives for the Parties. Each of these representatives is authorized to make decisions related to this Fifth Amended and Restated Agreement and the Agreements on behalf of their respective organizations. Any notices given pursuant to this Fifth Amended and Restated Agreement and the Agreements shall be sent to these representatives. The Parties may unilaterally change their designated representative upon written notice to each of the other Parties. All notices or other communications required or permitted by this Fifth Amended and Restated Agreement and the Agreements shall be in writing and be deemed given when delivered personally; when deposited to be sent via a nationally-recognized overnight courier service keeping records of delivery, prepaid or billed to sender; or by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

**Hammons:**

John Q. Hammons Revocable Trust  
300 John Q. Hammons Parkway  
#900  
Springfield, MO 65806-2550

With a copy to:  
Greggory D. Groves, Esq.  
300 John Q. Hammons Parkway  
#900  
Springfield, MO 65806-2550

**City and Agency**

Pleasant Grove City  
70 South 100 East  
Pleasant Grove, UT 84062  
Attention: City Administrator

With a copy to:  
Christine Petersen, Esq.  
70 South 100 East  
Pleasant Grove, UT 84062

For purposes of this Fifth Amended and Restated Agreement and the Agreements, any notice so given shall be deemed to have been received by the other Party on the earlier of the date of receipt by the other Party and counsel or three (3) business days after being sent.

4.2 **Lawful Agreement.** The Parties represent that they have lawfully entered into this Fifth Amended and Restated Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

4.3 **Utah Law.** This Fifth Amended and Restated Agreement shall be interpreted pursuant to Utah law without regard to its conflict of laws principles and jurisdiction will lie in

the State of Utah for any legal proceedings arising under this Fifth Amended and Restated Agreement and the Agreements.

**4.4 Time of Essence.** Time shall be of the essence of this Fifth Amended and Restated Agreement.

**4.5 Attorney's Fees.** If any Party retains, uses, or consults an attorney because of default, breach or failure to perform of any other Party to this Fifth Amended and Restated Agreement and the Agreements, then the non-breaching or non-defaulting Party shall be entitled to a reasonable attorney fee, whether or not the matter is actually litigated.

**4.6 Interpretation of Fifth Amended and Restated Agreement.** The invalidity of any portion of this Fifth Amended and Restated Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Fifth Amended and Restated Agreement are for convenience only and do not constitute a part of the provisions hereof.

**4.7 Representation by Counsel.** Each of the Parties has been represented by or has had the opportunity to be represented by legal counsel of its own choice. This Fifth Amended and Restated Agreement has been negotiated between the Parties and if there is any ambiguity, no presumption construing this Fifth Amended and Restated Agreement against any Party shall be imposed because this Fifth Amended and Restated Agreement was prepared by counsel for a particular Party.

**4.8 Non-Waiver of Governmental Authority.** Nothing contained in this Fifth Amended and Restated Agreement shall constitute or be interpreted as a waiver or abrogation of the legislative governmental or police powers of the City to promote and protect the health, safety, morals and general welfare of the City or its inhabitants; nor shall this Fifth Amended and Restated Agreement prohibit the enactment by the City of any fee which is uniform or of general application within the City.

**4.9 No Partnership.** Nothing contained in this Fifth Amended and Restated Agreement or the Agreements shall be construed to create a joint venture or other form of partnership between City, Agency and Hammons.

**4.10 Amendments.** This Fifth Amended and Restated Agreement and the Agreements may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

**4.11 No Assignment.** This Fifth Amended and Restated Agreement and the Agreements shall not be pledged nor assigned without the prior written consent of all Parties. However, Hammons may assign Hammons' rights and obligations in whole, but not in part, under this Fifth Amended and Restated Agreement and the Agreements to a party who meets the following criteria as determined by the City/Agency in writing in its reasonable discretion: (a) such party has a net worth and liquidity reasonably acceptable to the City/Agency for the performance of the obligations of Hammons contemplated under this Fifth Amended and

Restated Agreement and the Agreements; and (b) such party has demonstrated substantial experience in owning and developing comparable real estate projects (collectively, the "Assignment Financial Test"). As used herein, "net worth" of an entity as of any given time shall be equal to the shareholders' equity of such entity (if a corporation) or the partners' or members' equity (if a partnership or limited liability company), less the value as listed on the audited consolidated annual report or audited consolidated financial statement of such entity of all items recognized as intangible assets under generally accepted accounting principles. As used herein, "liquidity" of an entity as of any given time shall mean cash and unencumbered, marketable securities. Upon any assignment of this Fifth Amended and Restated Agreement and the Agreements to a party meeting the Assignment Financial Test as of the effective date of such assignment as determined in writing by the City/Agency in its reasonable discretion, based on evidence reasonably satisfactory to the City/Agency, which Hammons agrees to provide the City/Agency, Hammons shall be released from all liability and obligations arising hereunder and under the Fifth Amended and Restated Agreement and the Agreements following the effective date of such assignment so long as Hammons has provided to the City/Agency the following documents: (i) audited consolidated financial statements of the assignee and other evidence requested by the City/Agency showing proof that the Assignment Financial Test set forth above is satisfied; and (ii) a copy of the assignment between Hammons and the assignee in which assignee assumes in writing all of the covenants, agreements and obligations of Hammons under this Fifth Amended and Restated Agreement and the Agreements, as may be amended, modified or restated, and the Deed of Trust, as amended by the Modification of Deed of Trust, as may be amended, modified or restated, from and after the date of such assignment. Hammons shall record a notice of any such assignment in the office of the Utah County Recorder. If the express conditions of this Section 4.11 are not met, then Hammons shall continue to be liable under this Fifth Amended and Restated Agreement and the Agreements.

**4.12 Attorney and Consultant Fees.** Each Party shall bear its own fees and costs associated with the issues described in the Recitals, the preparation of this Fifth Amended and Restated Agreement, and the consummation of the transactions contemplated by this Fifth Amended and Restated Agreement and the Agreements. In the event of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this Restated Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its expenses incurred in connection with such action or proceedings, including, without limitation, reasonable attorneys' fees, costs, and disbursements.

**4.13 Further Acts.** Each Party agrees to perform any further acts and execute and deliver any and all documents that may be reasonably necessary to carry out the provisions of, and transactions contemplated in and by, this Fifth Amended and Restated Agreement.

**4.14 Waiver of Breach.** The waiver of any Party of any breach of any provision of this Fifth Amended and Restated Agreement or the Agreements shall not operate or be construed as a waiver of any subsequent breach by any other Party.

**4.15 Recitals.** The Recitals set forth above are incorporated into the terms of this Fifth Amended and Restated Agreement.

**4.16 Counterpart and Electronic Signatures.** This Fifth Amended and Restated Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties may exchange counterpart signatures by facsimile, scanned e-mail document, or other electronic format that accurately duplicates documents, and any such copied version of a signature shall have the same binding effect as an original signature.

**SIGNED AND ENTERED INTO THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The undersigned have duly executed this Fifth Amended and Restated Agreement effective as of the date listed above.

**AGENCY:**

By: \_\_\_\_\_  
Name: Michael W. Daniels  
Its: Chair

**ATTEST:**

By: \_\_\_\_\_  
Kathy T. Kresser  
Secretary

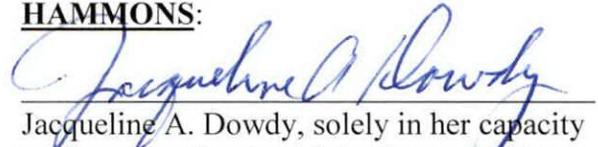
**CITY:**

By: \_\_\_\_\_  
Name: Michael W. Daniels  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Kathy T. Kresser  
City Recorder

**HAMMONS:**

  
\_\_\_\_\_  
Jacqueline A. Dowdy, solely in her capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989 as amended and restated

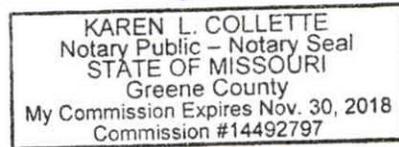
  
\_\_\_\_\_  
Greggory D. Groves, solely in his capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989, as amended and restated

State of Missouri     )  
                                  :ss  
County of Greene     )

In witness whereof, said Jacqueline A. Dowdy, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25 day of April, 2016. And that said Jacqueline A. Dowdy, personally appeared before me, and swears that she is the Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, and that the within and foregoing instrument was signed on behalf of said Trust by authority of its Trust Agreement, and said Jacqueline A. Dowdy acknowledged to me that said Trust executed the same.

Karen L. Collette  
NOTARY PUBLIC  
Residing at: Springfield, MO

My commission expires: 11-30-18

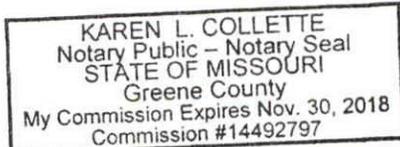


State of Missouri     )  
                                  :ss  
County of Greene     )

In witness whereof, said Gregory D. Groves, has caused this instrument to be executed by its proper officers thereunto duly authorized, this 25 day of April, 2016. And that said Gregory D. Groves, personally appeared before me, and swears that he is the Successor Trustee of the Revocable Trust of John Q. Hammons dated December 28, 1989, and that the within and foregoing instrument was signed on behalf of said Trust by authority of its Trust Agreement, and said Gregory D. Groves acknowledged to me that said Trust executed the same.

Karen L. Collette  
NOTARY PUBLIC  
Residing at: Springfield, MO

My commission expires: 11-30-18



**EXHIBIT A**  
**DEED OF TRUST**

WHEN RECORDED, RETURN TO:

Kathy T. Kresser  
City Recorder  
Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

Tax Parcel No. 14:054:0125

Keystone. 3685.

DEED OF TRUST,  
SECURITY AGREEMENT  
AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust") is made and entered into effective as of the 1st day of December, 2011, by and among Jacqueline A. Dowdy and John J. Slaboch, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated (collectively, "Trustor"), in favor of Keystone Title Insurance Agency, <sup>LLC, Inc.</sup> ("Trustee"), for the benefit of Pleasant Grove City Redevelopment Agency (the "Beneficiary").

RECITALS:

A. Trustor owns fee simple title in and to certain real property located in Utah County, Utah, as more particularly described on Exhibit "A" attached to and incorporated by reference in this Deed of Trust (the "Property").

B. Trustor, the City of Pleasant Grove (the "City"), and Beneficiary have entered into that certain Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated on or about the date of this Deed of Trust (the "Fourth Amended and Restated Agreement"), which amends and restates (in part) the following agreements: Real Estate Purchase and Development Agreement, dated July 3, 2006, among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Original Agreement"), as amended by the Amendment to Purchase and Development Agreement, dated July 3, 2006, dated December 15, 2006, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "First Amendment"), as amended by the Addendum #1 to the Real Estate Purchase and Development Agreement dated July 3, 2006 by and among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons and Pleasant Grove City, dated January 11, 2007, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Addendum #1), as amended by the Amended and Restated Agreement Hammons Hotel Project - Construction and Operation, dated December 1, 2009, among the City, the Beneficiary and John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Amended and Restated Agreement"), as amended by the Third Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated November 30, 2010 (the "Third Amended and Restated Agreement") (the Original Agreement, as amended by the First Amendment, as amended by the Addendum #1, as amended by the Amended and Restated Agreement, as amended by the Third Amended and Restated Agreement,

as amended by the Fourth Amended and Restated Agreement are collectively, the "Development Agreement"). The parties have entered into that certain Memorandum of Agreement executed by Trustor and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

C. Pursuant to the Development Agreement, (i) the Beneficiary purchased the Property and deeded the Property to Trustor's predecessor, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated; and (ii) Trustor agreed, among other things, to build certain improvements upon the Property, to pay certain amounts to Beneficiary, in the maximum principal amount of \$18,383,000, and to give Beneficiary a deed of trust lien against the Property as security for the performance of Trustor's obligations under the Development Agreement.

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, TRUSTOR HEREBY CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as a secured party, a security interest in the following described real and personal property set forth in granting clauses I through IV:

GRANTING CLAUSE I:  
REAL PROPERTY

All right, title, interest and estate of Trustor in and to the Property.

GRANTING CLAUSE II:  
FIXTURES AND INTERESTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing and which are owned or acquired by Trustor and which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, water rights, ditches and ditch rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

GRANTING CLAUSE III:  
TENEMENTS AND HEREDITAMENTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto (including, without limitation, any and all development rights, air rights or similar or comparable rights), and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

GRANTING CLAUSE IV:  
AWARDS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property or of any improvements now or hereafter situate thereon or of any estate or easement in the Property (including any awards for change of grade of streets).

ARTICLE I  
DEFINITIONS

Unless the context clearly indicates otherwise, certain terms used in this Deed of Trust shall have the meanings set forth below:

"Event of Default" means the occurrence and continuance of any one of the events listed in Section 11.1 of this Deed of Trust.

"Hazardous Materials" includes, but shall not be limited to, substances defined as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 et seq., the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; Chapters 2, 3, 4, 5 and 6 of the Utah Environmental Quality Code, Title 19, Utah Code Annotated (1953), as the same may be amended from time to time; and in all rules adopted and regulations promulgated pursuant to any of the foregoing.

"Impositions" means all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal or other charges or impositions of any kind or nature whatsoever (including, without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create or may create a lien upon the Property or any portion of the Property.

"Obligations" means the obligations of Trustor described in Section 2.1 of this Deed of Trust, the payment and performance of which are secured by this Deed of Trust.

"Permitted Encumbrances" means those encumbrances and matters affecting the Property other than (i) real estate taxes that are delinquent and (ii) liens and security interests.

"Property" means that certain real property situate in Utah County, Utah, described in Recital A above and referred to in Granting Clause I of this Deed of Trust, as more particularly described on Exhibit "A" attached to this Deed of Trust.

"Trust Estate" means all of the items, documents, interests and properties referred to in Granting Clauses I through IV of this Deed of Trust.

ARTICLE II  
OBLIGATIONS SECURED

2.1 Obligations. This Deed of Trust is given for the purpose of securing the following Obligations:

(a) The payment and performance of each and every obligation of the Trustor contained in the Development Agreement, as the same may now be or may hereafter be amended or modified;

(b) The payment and performance of each and every obligation of Trustor under this Deed of Trust and under any other document given by or for the benefit of Trustor to Beneficiary as security for the Development Agreement and under any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, as the same may now be or may hereafter be amended or modified; and

(c) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Deed of Trust.

2.2 Extensions and Renewals. Any extensions of, renewals of, modifications of the Development Agreement, or any of the Obligations, regardless of the extent or subject matter of any such extension, renewal, modification or additional advance, shall be secured by this Deed of Trust.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

3.1 Property. Trustor represents and warrants to Beneficiary, in each case to the actual knowledge of Trustor, as follows:

(a) Except for the Permitted Encumbrances, Trustor is the owner of fee simple title in and to the Property;

(b) Trustor possesses all requisite power and authority to execute and deliver this Deed of Trust;

(c) There is no action, suit or proceeding pending, including without limitation, condemnation proceedings, or threatened, against or affecting the Property, in any court of law or equity, or before any governmental or quasi-governmental instrumentality, whether federal, state, county or municipal which may result in any material adverse change in the business prospects, profits or condition of the Property.

(d) No taxes, assessments or other governmental charges upon the Property are delinquent (except to the extent the same are currently being contested by or on behalf of Trustor in good faith).

(e) The Property is free and clear of and from any and all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever, in favor of any third party, other than the Permitted Encumbrances;

(f) (1) the Trust Estate is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or

about the Trust Estate, including, without limitation, soil and ground water conditions; (2) there are no Hazardous Materials constructed, deposited, stored, disposed, placed or located in, on or under the Trust Estate; and (3) Trustor has not received notice from any federal, state or local agency or department regarding the noncompliance by Trustor or the Trust Estate with respect to any federal, state or local law, ordinance or regulation governing the use, handling, storage, generation, transportation or disposal of Hazardous Materials or the mere presence of Hazardous Materials on the Property.

As used in this Agreement, "to the actual knowledge of Trustor" and (or any similar phrase concerning the knowledge of Trustor) shall mean the present actual knowledge of Jacqueline A. Dowdy (the foregoing individual being referred to herein as the "Knowledge Individual") without investigation or duty to investigate. The Knowledge Individual shall have no liability in connection with the representations and warranties of Trustor contained herein.

ARTICLE IV  
MAINTENANCE OF TRUST ESTATE

Trustor shall: (a) prior to the commencement of any construction on the Property as contemplated by the Development Agreement, maintain the Trust Estate in its present state of repair and condition; (b) in accordance with the requirements set forth in the Development Agreement, undertake and complete improvements on the Property; (c) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Trust Estate; and (d) not intentionally commit or knowingly permit any act upon the Trust Estate in violation of applicable law.

ARTICLE V  
INSURANCE

5.1 Insurance. Trustor shall maintain (or cause to be maintained) insurance with respect to the Property that is substantially similar to the insurance policies maintained as of the date hereof.

ARTICLE VI  
INTENTIONALLY OMITTED

ARTICLE VII  
IMPOSITIONS

7.1 Payment of Impositions. Subject to Section 7.3 of this Deed of Trust, Trustor shall pay, prior to delinquency, all Impositions. However, if, by law, any Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Trustor shall, upon written request by Beneficiary, furnish to Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

7.3 Right to Contest. Trustor shall have the right, before any date set for forfeiture, whether at tax sale, foreclosure on a tax lien or otherwise, to contest or object to the amount or validity of

any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1, unless Trustor has given prior written notice to Beneficiary of Trustor's intent so to contest or object to an Imposition, and unless, at Beneficiary's option: (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

7.4 Tax on Deed of Trust. If at any time after the date hereof there shall be assessed or imposed: (a) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor; or (b) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations; then all such taxes, assessments and fees shall be deemed to be included within the term "Impositions" as defined in Article I of this Deed of Trust, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Trustor shall have no obligation to pay any franchise, income, excess profits or similar tax levied on Beneficiary or on the Obligations secured hereby.

#### ARTICLE VIII ADDITIONAL COVENANTS

8.1 Payment of Utilities. Trustor shall pay when due all utility charges, if any, relating to the Trust Estate which may become a lien or charge against the Trust Estate or any portion thereof, for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Further Assurance. Trustor shall execute, if necessary, and deliver to Beneficiary such further instruments, including, without limitation, Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may reasonably be required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and encumbrance created or intended to be created hereby any property, rights or interests covered or intended to be covered by this Deed of Trust. Trustor hereby authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect or continue the perfection of the security interests created by this Deed of Trust.

8.3 No Further Encumbrances. Except for the Permitted Encumbrances and the lien and encumbrance of this Deed of Trust, Trustor shall not create, permit or suffer to exist, and, at Trustor's expense, will defend the Trust Estate and take such other action as is necessary to remove any lien, claim, charge, security interest or encumbrance in or to the Trust Estate, or any portion of the Trust Estate.

8.4 Conveyance of Property. Subject to the provisions hereof and the provisions set forth in the Development Agreement, Trustor shall not sell, convey or alienate the Property or any portion thereof, or any interest therein to any person or entity, without the prior written consent of Beneficiary.

8.5 Application of Payments. If at any time during the term of this Deed of Trust Beneficiary receives or obtains a payment, installment or sum which is less than the entire amount then due under the Development Agreement or under any other document executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement; as the same may now be or may hereafter be amended or modified, then Beneficiary shall, notwithstanding any

instructions which may be given by Trustor, have the right to apply such payment, installment or sum, or any part thereof, to such of the items or Obligations then due from Trustor to Beneficiary as Beneficiary, in Beneficiary's sole discretion, may determine.

8.6 Hazardous Materials. Trustor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances governing the handling, storage, generation, transportation and disposal of Hazardous Materials as the same affect or may affect the operation of Trustor's present business on or with respect to the Trust Estate.

8.7 Fixture Filing. This Deed of Trust shall be effective as a fixture filing from the date of recordation hereof in accordance with Section 9a-502 of the Utah enactment of the Uniform Commercial Code. In connection therewith, the addresses of Trustor, as debtor ("Debtor"), and of Beneficiary, as secured party ("Secured Party"), are set forth below. The following address of Beneficiary, as the Secured Party, is also the address from which information concerning the security interest may be obtained by any interested party:

- |     |   |  |
|-----|---|--|
| (a) | Name and address of Debtor:   | Jacqueline A. Dowdy and John J. Slaboch,<br>Successor Trustees of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated<br>300 John Q. Hammons Parkway, #900<br>Springfield, MO 65806-2550<br>Attn: Jacqueline A. Dowdy |
| (b) | Name and address of Secured Party:  | Pleasant Grove Redevelopment Agency<br>70 South 100 East<br>Pleasant Grove, UT 84062<br>Attn: City Administrator   |
| (c) | Description of the types (or items) of property covered by this Fixture Filing:   | See pages 1 through 2 above.   |
| (d) | Description of real estate subject to this Fixture Filing, to which the collateral is attached or upon which it is located: | See Exhibit "A" hereto.  |
| (e) | Debtor's Utah entity registration number:   | None.  |

Some of the above described collateral is or is to become fixtures upon the above described real estate, and this Fixture Filing is to be filed for record in the public real estate records. This Deed of Trust secures an obligation secured by real property and any fixtures thereon and shall be governed by the provisions of Section 9a-502 of the Utah enactment of the Uniform Commercial Code.

ARTICLE IX  
CONDEMNATION AWARDS

Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvements. Beneficiary shall be entitled to receive all compensation for any condemnation of the Property or Trust Estate.

ARTICLE X  
INTENTIONALLY OMITTED

ARTICLE XI  
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence and continuance of any one of the following shall constitute an Event of Default under this Deed of Trust:

(a) Failure by Trustor to observe and perform any term, covenant or condition to be observed or performed by Trustor contained in this Deed of Trust or Development Agreement, as the same may now be or may hereafter be amended or modified, within thirty (30) days after the delivery of written notice from Beneficiary to Trustor of such failure; provided that if such default is not reasonably capable of being cured within such thirty (30) day period, such failure shall not constitute an Event of Default so long as Trustor commences the cure of such default within such thirty (30) day period, diligently prosecutes such cure to completion and completes the cure within one hundred twenty (120) days after delivery of such written notice from Beneficiary.

(b) Any representation or warranty of Trustor contained in this Deed of Trust or the Development Agreement.

11.2 Notice. Unless otherwise expressly provided by the terms of this Deed of Trust or the Development Agreement or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, if an Event of Default shall occur, Beneficiary shall give written notice of such occurrence to Trustor.

11.3 Division of Trust Estate. Upon the occurrence and during the continuance of an Event of Default and if there are Hazardous Materials then present on the Property, Beneficiary, at Beneficiary's election and without any obligation to do so, may divide the Trust Estate into any number of parcels to facilitate the sale of the Trust Estate at a foreclosure sale. In connection therewith, Beneficiary may: (a) enter upon the Trust Estate and conduct or cause to be conducted inspections and surveys of the Trust Estate; (b) divide the Trust Estate in such manner as to segregate any Hazardous Materials into one or more distinct parcels; and (c) elect to sell at foreclosure sale only those portions of the Trust Estate that are not contaminated by or do not contain Hazardous Materials. Trustor hereby consents to such division and sale of the Trust Estate.

11.4 Acceleration; Notice. Upon the occurrence and continuance beyond any applicable notice or grace period of an Event of Default, Beneficiary shall have the option, in addition to any other remedy Beneficiary may have under the Development Agreement, to declare by notice to Trustor all sums secured by this Deed of Trust immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary shall execute or cause Trustee to execute a written notice of default and election to cause the

Trust Estate to be sold to satisfy the Obligations. Such notice shall be filed for record in Utah County, Utah.

11.5 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, except as provided by law, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed. In every such case, notice or postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise provided by law. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts relating to the exercise of the power of sale and the sale of the Trust Estate shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees and attorney fees and costs; (b) all sums expended or advanced by Beneficiary in conjunction with any provisions of this Deed of Trust, not then repaid; (c) all sums then secured by this Deed of Trust, including amounts due under the Development Agreement; and (d) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the Clerk of the District Court of Utah County, Utah.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs and continues hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney fees and costs, in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs and continues, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction over the subject matter to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and may exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, the Development Agreement, or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.1 Notices. Notices shall be provided in the manner set forth in the Development Agreement.

12.2 Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative or unenforceable to any extent whatsoever.

12.3 Amendments, Changes and Modifications. This Deed of Trust may not be amended, changed, modified, altered or terminated without the prior written consent of both Beneficiary and Trustor.

12.4 Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to principles of conflicts of laws.

12.5 Interpretation. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The article and section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

12.6 Binding Effect. This Deed of Trust shall be binding upon shall inure to the benefit of the respective successors and assigns of Beneficiary and Trustor.

12.7 Waivers. Beneficiary's failure at any time or times hereafter to require strict performance by Trustor of any of the undertakings, agreements or covenants contained in this Deed of Trust shall not waive, affect or diminish any right of Beneficiary hereunder to demand strict compliance and performance therewith. Any waiver by Beneficiary of any Event of Default under this Deed of Trust shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements or covenants of Trustor under this Deed of Trust shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

12.8 Access. Beneficiary, or Beneficiary's authorized agents and representatives, is hereby authorized and shall have the right, at all reasonable times during the existence of this Deed of Trust and with advance reasonable notice to Trustor, to enter upon the Trust Estate or any portion of the Trust Estate for the purpose of inspecting the Trust Estate. Beneficiary shall take reasonable precautions not to disrupt the Property or any construction activities thereon.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated a substitution of trustee. From the time the substitution is filed of record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be party, unless brought by Trustee.

12.11 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in Section 12.1 of this Deed of Trust.

12.12 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

12.13 Subordination to Construction Lender. Beneficiary shall, within a reasonable time frame after the written request, subordinate the lien of this Deed of Trust and all other security agreements encumbering the Property in favor of Beneficiary upon Trustor or its assignee (if permitted in writing by Beneficiary in accordance with the terms of the Fourth Amended and Restated Agreement) entering into definitive agreements with a lender for a construction loan in connection with the Project.

12.14 Release. Beneficiary shall, within a reasonable time frame after the written request, release the lien of this Deed of Trust and all other security agreements encumbering the Property upon full satisfaction by Trustor of its obligations under the Development Agreement.

12.15 Estoppel Certificates. After request by either party hereto, each party shall, within 10 days of written request, furnish the requesting party with an estoppel certificate containing such information that the requesting party shall reasonably request, said estoppel certificate to be duly acknowledged and certified.

12.16 Conflict. Nothing herein shall modify, expand, waive, limit or amend the rights and obligations of the Trustor under the Development Agreement, and in the event of a conflict between the provisions hereof and the provisions of the Development Agreement, the provisions of the Development Agreement shall govern and control.





## EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Utah County, Utah:

Beginning at a point North  $89^{\circ}32'26''$  East 495.45 feet along the section line and North 46.99 feet from the South Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Base and Meridian; and running thence South  $26^{\circ}20'54''$  West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North  $49^{\circ}52'10''$  West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $42^{\circ}44'49''$  West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $37^{\circ}59'12''$  West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North  $45^{\circ}10'20''$  West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North  $34^{\circ}31'31''$  East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $31^{\circ}28'29''$  East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $88^{\circ}05'02''$  East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North  $38^{\circ}18'48''$  East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South  $51^{\circ}41'12''$  East 33.25 feet; thence Southeasterly 134.92 feet along the arc of a 300.00 foot radius curve to the left, (center bears North  $38^{\circ}18'48''$  East and long chord bears South  $64^{\circ}34'13''$  East 133.78 feet, with a central angle of  $25^{\circ}46'02''$ ); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South  $12^{\circ}32'46''$  West and long chord bears South  $42^{\circ}39'29''$  East 1,027.17 feet, with a central angle of  $69^{\circ}35'29''$ ); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North  $82^{\circ}08'15''$  East and long chord bears South  $35^{\circ}45'25''$  East 669.02 feet, with a central angle of  $55^{\circ}47'21''$ ) to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land, situate in the South Half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North  $89^{\circ}37'36''$  East 1941.88 feet along the Quarter Section line and South 1235.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running: thence South  $51^{\circ}36'51''$  East 32.98 feet; thence Southeasterly 135.27 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears North  $38^{\circ}23'09''$  East and the long chord bears South  $64^{\circ}31'52''$  East 134.12 feet, through a central angle of  $25^{\circ}50'02''$ ); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South  $12^{\circ}33'07''$  West and the long chord bears South  $42^{\circ}39'20''$  East 1027.10 feet, through a central angle of  $69^{\circ}35'07''$ ); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North  $82^{\circ}08'14''$  East and the long chord bears South  $48^{\circ}50'57''$  East 937.91 feet, through a central angle of  $81^{\circ}58'23''$ ); thence South  $89^{\circ}50'09''$  East 105.79 feet; thence South  $0^{\circ}01'40''$  West 52.00 feet; thence North  $89^{\circ}50'09''$  West 3.80 feet; thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius non-tangent curve to the left (center bears North  $89^{\circ}50'09''$  West and the long chord bears North  $44^{\circ}50'09''$  West 35.36 feet, through a central angle of  $90^{\circ}00'00''$ ); thence North  $89^{\circ}50'09''$  West 77.11 feet; thence Northwesterly 1061.58 feet along the arc of a 742.00 foot radius tangent curve to the right (center bears North  $0^{\circ}09'51''$  East and the long chord bears North  $48^{\circ}50'57''$  West 973.33 feet, through a central angle of  $81^{\circ}58'23''$ ); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South  $82^{\circ}08'14''$  West and the long chord bears North  $24^{\circ}20'44''$  West 495.39 feet, through a central angle of  $32^{\circ}57'56''$ ); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent compound curve

to the left (center bears South 49°10'18" West and the long chord bears North 68°41'08" West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 136.50 feet along arc of an 81.00 foot radius tangent reverse curve to the right (center bears North 6°32'34" West and the long chord bears North 48°15'57" West 120.91 feet, through a central angle of 96°33'13"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent reverse curve to the left (center bears North 89°59'20" West and the long chord bears North 27°50'46" West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 331.32 feet along the arc of an 873.00 foot radius tangent compound curve to the left (center bears South 34°17'48" West and the long chord bears North 66°34'33" West 329.34 feet, through a central angle of 21°44'41"); thence Northwesterly 147.44 feet along the arc of a 327.00 foot radius tangent reverse curve to the right (center bears North 12°33'07" East and the long chord bears North 64°31'52" West 146.19 feet, through a central angle of 25°50'02"); thence North 51°36'51" West 32.95 feet to the East line of Pleasant Grove Blvd.; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 31, Township 5 South, Range 2 East, SLB&M, incident to the construction of an expressway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said two entire tracts and the existing Northeasterly I-15 highway right of way and no access line which point is 856.68 feet North 89°32'26" East along the section line and 1190.42 feet South from the North Quarter corner of said Section 31; and running thence along said existing no access line the following three (3) courses and distances; (1) thence North 49°52'10" West 897.44 feet; (2) thence North 49°52'10" West 619.24 feet; (3) thence North 42°44'49" West 361.25 feet to a point 169.70 feet perpendicularly distant Northeasterly from the Project Mainline Control Line, opposite approximate Engineers Station 4204+66.07; thence South 46°03'46" East 482.44 feet; thence South 49°18'52" East 284.68 feet to a point 135.00 feet perpendicularly distant Northeasterly from said Control Line, opposite approximate Engineers Station 4197+00.02; thence South 49°51'46" East 951.00 feet parallel with said Control Line; thence North 23°58'51" East 57.33 feet; thence North 30°49'07" East 187.64 feet to the Easterly Boundary Line of said entire two tracts; thence South 00°52'30" West 323.04 feet along said Easterly Boundary Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel No. 14:054:0125

WHEN RECORDED, RETURN TO:

Kathy T. Kresser  
City Recorder  
Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

Tax Parcel No. 14:054:0125

Keystone. 3685.

DEED OF TRUST,  
SECURITY AGREEMENT  
AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust") is made and entered into effective as of the 1st day of December, 2011, by and among Jacqueline A. Dowdy and John J. Slaboch, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated (collectively, "Trustor"), in favor of Keystone Title Insurance Agency, <sup>LLC, Inc.</sup> ("Trustee"), for the benefit of Pleasant Grove City Redevelopment Agency (the "Beneficiary").

RECITALS:

A. Trustor owns fee simple title in and to certain real property located in Utah County, Utah, as more particularly described on Exhibit "A" attached to and incorporated by reference in this Deed of Trust (the "Property").

B. Trustor, the City of Pleasant Grove (the "City"), and Beneficiary have entered into that certain Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated on or about the date of this Deed of Trust (the "Fourth Amended and Restated Agreement"), which amends and restates (in part) the following agreements: Real Estate Purchase and Development Agreement, dated July 3, 2006, among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Original Agreement"), as amended by the Amendment to Purchase and Development Agreement, dated July 3, 2006, dated December 15, 2006, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "First Amendment"), as amended by the Addendum #1 to the Real Estate Purchase and Development Agreement dated July 3, 2006 by and among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons and Pleasant Grove City, dated January 11, 2007, among BW Inc., DMB Investments, LLC, Don Brandt, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated, and the Beneficiary (the "Addendum #1), as amended by the Amended and Restated Agreement Hammons Hotel Project - Construction and Operation, dated December 1, 2009, among the City, the Beneficiary and John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989 (the "Amended and Restated Agreement"), as amended by the Third Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated November 30, 2010 (the "Third Amended and Restated Agreement") (the Original Agreement, as amended by the First Amendment, as amended by the Addendum #1, as amended by the Amended and Restated Agreement, as amended by the Third Amended and Restated Agreement,

as amended by the Fourth Amended and Restated Agreement are collectively, the "Development Agreement"). The parties have entered into that certain Memorandum of Agreement executed by Trustor and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

C. Pursuant to the Development Agreement, (i) the Beneficiary purchased the Property and deeded the Property to Trustor's predecessor, John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated; and (ii) Trustor agreed, among other things, to build certain improvements upon the Property, to pay certain amounts to Beneficiary, in the maximum principal amount of \$18,383,000, and to give Beneficiary a deed of trust lien against the Property as security for the performance of Trustor's obligations under the Development Agreement.

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Deed of Trust, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, TRUSTOR HEREBY CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as a secured party, a security interest in the following described real and personal property set forth in granting clauses I through IV:

GRANTING CLAUSE I:  
REAL PROPERTY

All right, title, interest and estate of Trustor in and to the Property.

GRANTING CLAUSE II:  
FIXTURES AND INTERESTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to:

(1) All buildings, improvements, renovations, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments upon, and all renewals and replacements of, any of the foregoing and which are owned or acquired by Trustor and which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property; and

(2) All easements, licenses, streets, ways, alleys, roads, passages, rights-of-way, waters, watercourses, water rights, ditches and ditch rights (whether now owned or hereafter acquired by Trustor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or any portion of the Property.

GRANTING CLAUSE III:  
TENEMENTS AND HEREDITAMENTS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all and singular the tenements, hereditaments, rights, privileges and appurtenances belonging, relating, or in any way appertaining to any of the Property, or any portion of the Property, or which shall hereafter in any way belong, relate or in any way appertain thereto (including, without limitation, any and all development rights, air rights or similar or comparable rights), and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims and demands of every nature whatsoever, at law or in equity, which Trustor may have or may hereafter acquire in and to the Property or any portion of the Property.

GRANTING CLAUSE IV:  
AWARDS

All right, title, interest and estate of Trustor, if any, now owned or hereafter acquired, in and to all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property or of any improvements now or hereafter situate thereon or of any estate or easement in the Property (including any awards for change of grade of streets).

ARTICLE I  
DEFINITIONS

Unless the context clearly indicates otherwise, certain terms used in this Deed of Trust shall have the meanings set forth below:

“Event of Default” means the occurrence and continuance of any one of the events listed in Section 11.1 of this Deed of Trust.

“Hazardous Materials” includes, but shall not be limited to, substances defined as “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 5101 et seq., the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; Chapters 2, 3, 4, 5 and 6 of the Utah Environmental Quality Code, Title 19, Utah Code Annotated (1953), as the same may be amended from time to time; and in all rules adopted and regulations promulgated pursuant to any of the foregoing.

“Impositions” means all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal or other charges or impositions of any kind or nature whatsoever (including, without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create or may create a lien upon the Property or any portion of the Property.

“Obligations” means the obligations of Trustor described in Section 2.1 of this Deed of Trust, the payment and performance of which are secured by this Deed of Trust.

“Permitted Encumbrances” means those encumbrances and matters affecting the Property other than (i) real estate taxes that are delinquent and (ii) liens and security interests.

“Property” means that certain real property situate in Utah County, Utah, described in Recital A above and referred to in Granting Clause I of this Deed of Trust, as more particularly described on Exhibit “A” attached to this Deed of Trust.

“Trust Estate” means all of the items, documents, interests and properties referred to in Granting Clauses I through IV of this Deed of Trust.

ARTICLE II  
OBLIGATIONS SECURED

2.1 Obligations. This Deed of Trust is given for the purpose of securing the following Obligations:

(a) The payment and performance of each and every obligation of the Trustor contained in the Development Agreement, as the same may now be or may hereafter be amended or modified;

(b) The payment and performance of each and every obligation of Trustor under this Deed of Trust and under any other document given by or for the benefit of Trustor to Beneficiary as security for the Development Agreement and under any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, as the same may now be or may hereafter be amended or modified; and

(c) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of this Deed of Trust.

2.2 Extensions and Renewals. Any extensions of, renewals of, modifications of the Development Agreement, or any of the Obligations, regardless of the extent or subject matter of any such extension, renewal, modification or additional advance, shall be secured by this Deed of Trust.

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

3.1 Property. Trustor represents and warrants to Beneficiary, in each case to the actual knowledge of Trustor, as follows:

(a) Except for the Permitted Encumbrances, Trustor is the owner of fee simple title in and to the Property;

(b) Trustor possesses all requisite power and authority to execute and deliver this Deed of Trust;

(c) There is no action, suit or proceeding pending, including without limitation, condemnation proceedings, or threatened, against or affecting the Property, in any court of law or equity, or before any governmental or quasi-governmental instrumentality, whether federal, state, county or municipal which may result in any material adverse change in the business prospects, profits or condition of the Property.

(d) No taxes, assessments or other governmental charges upon the Property are delinquent (except to the extent the same are currently being contested by or on behalf of Trustor in good faith).

(e) The Property is free and clear of and from any and all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever, in favor of any third party, other than the Permitted Encumbrances;

(f) (1) the Trust Estate is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or

about the Trust Estate, including, without limitation, soil and ground water conditions; (2) there are no Hazardous Materials constructed, deposited, stored, disposed, placed or located in, on or under the Trust Estate; and (3) Trustor has not received notice from any federal, state or local agency or department regarding the noncompliance by Trustor or the Trust Estate with respect to any federal, state or local law, ordinance or regulation governing the use, handling, storage, generation, transportation or disposal of Hazardous Materials or the mere presence of Hazardous Materials on the Property.

As used in this Agreement, "to the actual knowledge of Trustor" and (or any similar phrase concerning the knowledge of Trustor) shall mean the present actual knowledge of Jacqueline A. Dowdy (the foregoing individual being referred to herein as the "Knowledge Individual") without investigation or duty to investigate. The Knowledge Individual shall have no liability in connection with the representations and warranties of Trustor contained herein.

ARTICLE IV  
MAINTENANCE OF TRUST ESTATE

Trustor shall: (a) prior to the commencement of any construction on the Property as contemplated by the Development Agreement, maintain the Trust Estate in its present state of repair and condition; (b) in accordance with the requirements set forth in the Development Agreement, undertake and complete improvements on the Property; (c) comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Trust Estate; and (d) not intentionally commit or knowingly permit any act upon the Trust Estate in violation of applicable law.

ARTICLE V  
INSURANCE

5.1 Insurance. Trustor shall maintain (or cause to be maintained) insurance with respect to the Property that is substantially similar to the insurance policies maintained as of the date hereof.

ARTICLE VI  
INTENTIONALLY OMITTED

ARTICLE VII  
IMPOSITIONS

7.1 Payment of Impositions. Subject to Section 7.3 of this Deed of Trust, Trustor shall pay, prior to delinquency, all Impositions. However, if, by law, any Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Trustor shall, upon written request by Beneficiary, furnish to Beneficiary, within thirty (30) days after the date upon which such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

7.3 Right to Contest. Trustor shall have the right, before any date set for forfeiture, whether at tax sale, foreclosure on a tax lien or otherwise, to contest or object to the amount or validity of

any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1, unless Trustor has given prior written notice to Beneficiary of Trustor's intent so to contest or object to an Imposition, and unless, at Beneficiary's option: (a) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

7.4 Tax on Deed of Trust. If at any time after the date hereof there shall be assessed or imposed: (a) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor; or (b) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Obligations; then all such taxes, assessments and fees shall be deemed to be included within the term "Impositions" as defined in Article I of this Deed of Trust, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Trustor shall have no obligation to pay any franchise, income, excess profits or similar tax levied on Beneficiary or on the Obligations secured hereby.

#### ARTICLE VIII ADDITIONAL COVENANTS

8.1 Payment of Utilities. Trustor shall pay when due all utility charges, if any, relating to the Trust Estate which may become a lien or charge against the Trust Estate or any portion thereof, for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Further Assurance. Trustor shall execute, if necessary, and deliver to Beneficiary such further instruments, including, without limitation, Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may reasonably be required by Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien and encumbrance created or intended to be created hereby any property, rights or interests covered or intended to be covered by this Deed of Trust. Trustor hereby authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file, without Trustor's signature, such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect or continue the perfection of the security interests created by this Deed of Trust.

8.3 No Further Encumbrances. Except for the Permitted Encumbrances and the lien and encumbrance of this Deed of Trust, Trustor shall not create, permit or suffer to exist, and, at Trustor's expense, will defend the Trust Estate and take such other action as is necessary to remove any lien, claim, charge, security interest or encumbrance in or to the Trust Estate, or any portion of the Trust Estate.

8.4 Conveyance of Property. Subject to the provisions hereof and the provisions set forth in the Development Agreement, Trustor shall not sell, convey or alienate the Property or any portion thereof, or any interest therein to any person or entity, without the prior written consent of Beneficiary.

8.5 Application of Payments. If at any time during the term of this Deed of Trust Beneficiary receives or obtains a payment, installment or sum which is less than the entire amount then due under the Development Agreement or under any other document executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement; as the same may now be or may hereafter be amended or modified, then Beneficiary shall, notwithstanding any

instructions which may be given by Trustor, have the right to apply such payment, installment or sum, or any part thereof, to such of the items or Obligations then due from Trustor to Beneficiary as Beneficiary, in Beneficiary's sole discretion, may determine.

8.6 Hazardous Materials. Trustor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances governing the handling, storage, generation, transportation and disposal of Hazardous Materials as the same affect or may affect the operation of Trustor's present business on or with respect to the Trust Estate.

8.7 Fixture Filing. This Deed of Trust shall be effective as a fixture filing from the date of recordation hereof in accordance with Section 9a-502 of the Utah enactment of the Uniform Commercial Code. In connection therewith, the addresses of Trustor, as debtor ("Debtor"), and of Beneficiary, as secured party ("Secured Party"), are set forth below. The following address of Beneficiary, as the Secured Party, is also the address from which information concerning the security interest may be obtained by any interested party:

- |     |   |  |
|-----|---|--|
| (a) | Name and address of Debtor:   | Jacqueline A. Dowdy and John J. Slaboch,<br>Successor Trustees of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as amended and restated<br>300 John Q. Hammons Parkway, #900<br>Springfield, MO 65806-2550<br>Attn: Jacqueline A. Dowdy |
| (b) | Name and address of Secured Party:  | Pleasant Grove Redevelopment Agency<br>70 South 100 East<br>Pleasant Grove, UT 84062<br>Attn: City Administrator   |
| (c) | Description of the types (or items) of property covered by this Fixture Filing:   | See pages 1 through 2 above.   |
| (d) | Description of real estate subject to this Fixture Filing, to which the collateral is attached or upon which it is located: | See Exhibit "A" hereto.  |
| (e) | Debtor's Utah entity registration number:   | None.  |

Some of the above described collateral is or is to become fixtures upon the above described real estate, and this Fixture Filing is to be filed for record in the public real estate records. This Deed of Trust secures an obligation secured by real property and any fixtures thereon and shall be governed by the provisions of Section 9a-502 of the Utah enactment of the Uniform Commercial Code.

ARTICLE IX  
CONDEMNATION AWARDS

Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvements. Beneficiary shall be entitled to receive all compensation for any condemnation of the Property or Trust Estate.

ARTICLE X  
INTENTIONALLY OMITTED

ARTICLE XI  
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence and continuance of any one of the following shall constitute an Event of Default under this Deed of Trust:

(a) Failure by Trustor to observe and perform any term, covenant or condition to be observed or performed by Trustor contained in this Deed of Trust or Development Agreement, as the same may now be or may hereafter be amended or modified, within thirty (30) days after the delivery of written notice from Beneficiary to Trustor of such failure; provided that if such default is not reasonably capable of being cured within such thirty (30) day period, such failure shall not constitute an Event of Default so long as Trustor commences the cure of such default within such thirty (30) day period, diligently prosecutes such cure to completion and completes the cure within one hundred twenty (120) days after delivery of such written notice from Beneficiary.

(b) Any representation or warranty of Trustor contained in this Deed of Trust or the Development Agreement.

11.2 Notice. Unless otherwise expressly provided by the terms of this Deed of Trust or the Development Agreement or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, if an Event of Default shall occur, Beneficiary shall give written notice of such occurrence to Trustor.

11.3 Division of Trust Estate. Upon the occurrence and during the continuance of an Event of Default and if there are Hazardous Materials then present on the Property, Beneficiary, at Beneficiary's election and without any obligation to do so, may divide the Trust Estate into any number of parcels to facilitate the sale of the Trust Estate at a foreclosure sale. In connection therewith, Beneficiary may: (a) enter upon the Trust Estate and conduct or cause to be conducted inspections and surveys of the Trust Estate; (b) divide the Trust Estate in such manner as to segregate any Hazardous Materials into one or more distinct parcels; and (c) elect to sell at foreclosure sale only those portions of the Trust Estate that are not contaminated by or do not contain Hazardous Materials. Trustor hereby consents to such division and sale of the Trust Estate.

11.4 Acceleration; Notice. Upon the occurrence and continuance beyond any applicable notice or grace period of an Event of Default, Beneficiary shall have the option, in addition to any other remedy Beneficiary may have under the Development Agreement, to declare by notice to Trustor all sums secured by this Deed of Trust immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary shall execute or cause Trustee to execute a written notice of default and election to cause the

Trust Estate to be sold to satisfy the Obligations. Such notice shall be filed for record in Utah County, Utah.

11.5 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, except as provided by law, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed. In every such case, notice or postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise provided by law. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed of any matters or facts relating to the exercise of the power of sale and the sale of the Trust Estate shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees and attorney fees and costs; (b) all sums expended or advanced by Beneficiary in conjunction with any provisions of this Deed of Trust, not then repaid; (c) all sums then secured by this Deed of Trust, including amounts due under the Development Agreement; and (d) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the Clerk of the District Court of Utah County, Utah.

11.6 Foreclosure as a Mortgage. If an Event of Default occurs and continues hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney fees and costs, in such amounts as shall be fixed by the court.

11.7 Receiver. If an Event of Default occurs and continues, Beneficiary, as a matter of right and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction over the subject matter to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and may exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

11.8 No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, the Development Agreement, or any other documents executed and delivered by Trustor to Beneficiary evidencing or securing Trustor's obligations under the Development Agreement, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

12.1 Notices. Notices shall be provided in the manner set forth in the Development Agreement.

12.2 Severability. If any provision of this Deed of Trust shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Deed of Trust or render the same invalid, inoperative or unenforceable to any extent whatsoever.

12.3 Amendments, Changes and Modifications. This Deed of Trust may not be amended, changed, modified, altered or terminated without the prior written consent of both Beneficiary and Trustor.

12.4 Governing Law. This Deed of Trust shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah, without giving effect to principles of conflicts of laws.

12.5 Interpretation. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The article and section headings contained in this Deed of Trust are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

12.6 Binding Effect. This Deed of Trust shall be binding upon shall inure to the benefit of the respective successors and assigns of Beneficiary and Trustor.

12.7 Waivers. Beneficiary's failure at any time or times hereafter to require strict performance by Trustor of any of the undertakings, agreements or covenants contained in this Deed of Trust shall not waive, affect or diminish any right of Beneficiary hereunder to demand strict compliance and performance therewith. Any waiver by Beneficiary of any Event of Default under this Deed of Trust shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements or covenants of Trustor under this Deed of Trust shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

12.8 Access. Beneficiary, or Beneficiary's authorized agents and representatives, is hereby authorized and shall have the right, at all reasonable times during the existence of this Deed of Trust and with advance reasonable notice to Trustor, to enter upon the Trust Estate or any portion of the Trust Estate for the purpose of inspecting the Trust Estate. Beneficiary shall take reasonable precautions not to disrupt the Property or any construction activities thereon.

12.9 Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Trust Estate or some part thereof is situated a substitution of trustee. From the time the substitution is filed of record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made in the manner provided by law.

12.10 Acceptance of Trust. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be party, unless brought by Trustee.

12.11 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in Section 12.1 of this Deed of Trust.

12.12 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

12.13 Subordination to Construction Lender. Beneficiary shall, within a reasonable time frame after the written request, subordinate the lien of this Deed of Trust and all other security agreements encumbering the Property in favor of Beneficiary upon Trustor or its assignee (if permitted in writing by Beneficiary in accordance with the terms of the Fourth Amended and Restated Agreement) entering into definitive agreements with a lender for a construction loan in connection with the Project.

12.14 Release. Beneficiary shall, within a reasonable time frame after the written request, release the lien of this Deed of Trust and all other security agreements encumbering the Property upon full satisfaction by Trustor of its obligations under the Development Agreement.

12.15 Estoppel Certificates. After request by either party hereto, each party shall, within 10 days of written request, furnish the requesting party with an estoppel certificate containing such information that the requesting party shall reasonably request, said estoppel certificate to be duly acknowledged and certified.

12.16 Conflict. Nothing herein shall modify, expand, waive, limit or amend the rights and obligations of the Trustor under the Development Agreement, and in the event of a conflict between the provisions hereof and the provisions of the Development Agreement, the provisions of the Development Agreement shall govern and control.





## EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Utah County, Utah:

Beginning at a point North 89°32'26" East 495.45 feet along the section line and North 46.99 feet from the South Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Base and Meridian; and running thence South 26°20'54" West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 42°44'49" West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 37°59'12" West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 45°10'20" West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North 34°31'31" East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 31°28'29" East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 88°05'02" East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 38°18'48" East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South 51°41'12" East 33.25 feet; thence Southeasterly 134.92 feet along the arc of a 300.00 foot radius curve to the left, (center bears North 38°18'48" East and long chord bears South 64°34'13" East 133.78 feet, with a central angle of 25°46'02"); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South 12°32'46" West and long chord bears South 42°39'29" East 1,027.17 feet, with a central angle of 69°35'29"); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North 82°08'15" East and long chord bears South 35°45'25" East 669.02 feet, with a central angle of 55°47'21") to the point of beginning.

## LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land, situate in the South Half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°37'36" East 1941.88 feet along the Quarter Section line and South 1235.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running: thence South 51°36'51" East 32.98 feet; thence Southeasterly 135.27 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 64°31'52" East 134.12 feet, through a central angle of 25°50'02"); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South 12°33'07" West and the long chord bears South 42°39'20" East 1027.10 feet, through a central angle of 69°35'07"); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North 82°08'14" East and the long chord bears South 48°50'57" East 937.91 feet, through a central angle of 81°58'23"); thence South 89°50'09" East 105.79 feet; thence South 0°01'40" West 52.00 feet; thence North 89°50'09" West 3.80 feet; thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius non-tangent curve to the left (center bears North 89°50'09" West and the long chord bears North 44°50'09" West 35.36 feet, through a central angle of 90°00'00"); thence North 89°50'09" West 77.11 feet; thence Northwesterly 1061.58 feet along the arc of a 742.00 foot radius tangent curve to the right (center bears North 0°09'51" East and the long chord bears North 48°50'57" West 973.33 feet, through a central angle of 81°58'23"); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South 82°08'14" West and the long chord bears North 24°20'44" West 495.39 feet, through a central angle of 32°57'56"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent compound curve

to the left (center bears South 49°10'18" West and the long chord bears North 68°41'08" West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 136.50 feet along arc of an 81.00 foot radius tangent reverse curve to the right (center bears North 6°32'34" West and the long chord bears North 48°15'57" West 120.91 feet, through a central angle of 96°33'13"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent reverse curve to the left (center bears North 89°59'20" West and the long chord bears North 27°50'46" West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 331.32 feet along the arc of an 873.00 foot radius tangent compound curve to the left (center bears South 34°17'48" West and the long chord bears North 66°34'33" West 329.34 feet, through a central angle of 21°44'41"); thence Northwesterly 147.44 feet along the arc of a 327.00 foot radius tangent reverse curve to the right (center bears North 12°33'07" East and the long chord bears North 64°31'52" West 146.19 feet, through a central angle of 25°50'02"); thence North 51°36'51" West 32.95 feet to the East line of Pleasant Grove Blvd.; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 31, Township 5 South, Range 2 East, SLB&M, incident to the construction of an expressway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said two entire tracts and the existing Northeasterly I-15 highway right of way and no access line which point is 856.68 feet North 89°32'26" East along the section line and 1190.42 feet South from the North Quarter corner of said Section 31; and running thence along said existing no access line the following three (3) courses and distances; (1) thence North 49°52'10" West 897.44 feet; (2) thence North 49°52'10" West 619.24 feet; (3) thence North 42°44'49" West 361.25 feet to a point 169.70 feet perpendicularly distant Northeasterly from the Project Mainline Control Line, opposite approximate Engineers Station 4204+66.07; thence South 46°03'46" East 482.44 feet; thence South 49°18'52" East 284.68 feet to a point 135.00 feet perpendicularly distant Northeasterly from said Control Line, opposite approximate Engineers Station 4197+00.02; thence South 49°51'46" East 951.00 feet parallel with said Control Line; thence North 23°58'51" East 57.33 feet; thence North 30°49'07" East 187.64 feet to the Easterly Boundary Line of said entire two tracts; thence South 00°52'30" West 323.04 feet along said Easterly Boundary Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel No. 14:054:0125

**EXHIBIT B**

**MODIFICATION TO DEED OF TRUST**

WHEN RECORDED, RETURN TO:

Kathy T. Kresser  
City Recorder  
Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

Tax Parcel No. 14:054:0125

**MODIFICATION TO DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "**Modification**") is effective as of the \_\_\_ day of \_\_\_\_\_, 2016 by and among JACQUELINE A. DOWDY and GREGGORY D. GROVES, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989 as amended and restated (collectively, "**Trustor**"), in favor of KEYSTONE TITLE INSURANCE AGENCY, L.L.C. ("**Trustee**"), for the benefit of PLEASANT GROVE CITY REDEVELOPMENT AGENCY ("**Beneficiary**"). Trustor, Trustee and Beneficiary are sometimes individually referred to in this Agreement as a "**Party**" and collectively as the "**Parties.**"

A. Trustor (by its then current Trustee), the City of Pleasant Grove (the "**City**") and Beneficiary entered into that certain Real Estate Purchase and Development Agreement on July 3, 2006, as amended, modified, or restated from time to time (the "**Development Agreement**"), regarding the construction and operation of a hotel and convention center development on the real property more particularly described on the attached **Exhibit "A."**

B. The payment and performance obligations of Trustor in the Development Agreement are secured by that certain Deed of Trust, Security Agreement and Fixture Filing, dated December 1, 2011, from Trustor (by its then current Successor Trustees) to Trustee for the benefit of Beneficiary, recorded December 1, 2011 in the Utah County Recorder's office, as Entry No. 86337:2011 (the "**Deed of Trust**"), which also secures payment and performance of each and every obligation of Trustor under the Deed of Trust and under any other document given to evidence or further secure Trustor's obligations under the Development Agreement as well as the payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of the Deed of Trust, together with interest thereon as provided in the Deed of Trust.

C. Trustor, the City and Beneficiary further amended the Development Agreement in that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated \_\_\_\_\_, 2016 (the "**Fifth Amendment**").

D. The Parties would like to amend the Deed of Trust to amend the definition of the Development Agreement to specifically reference the Fifth Amendment.

NOW THEREFORE, in consideration of the mutual covenants and terms set forth in this Modification, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Deed of Trust as follows:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the Parties and are incorporated into this Modification by reference.

2. Specific Deed of Trust Modification. Effective as of the date of this Modification, Recital B of the Deed of Trust is amended and restated in its entirety as follows:

Trustor, the City of Pleasant Grove (the “**City**”), and Beneficiary have entered into that certain Fifth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated \_\_\_\_\_, 2016 (the “**Fifth Amended and Restated Agreement**”), which amends and restates (in part) the following agreements: Real Estate Purchase and Development Agreement, dated July 3, 2006, among DMB Investments, LLC (“**DMB**”), Don Brandt (“**Brandt**”), BW Inc. (“**BW**”), Trustor (by its then current Trustee), and Beneficiary (the “**Original Agreement**”), as amended by the Amendment to Purchase and Development Agreement, dated June 3, 2006, dated December 15, 2006, among DMB, Brandt, BW, Trustor (by its then current Trustee) and Beneficiary (the “**First Amendment**”), as amended by the Addendum #1 to the Real Estate Purchase and Development Agreement dated July 3, 2006 by and among DMB Investments, LLC, Don Brandt, BW Inc., John Q. Hammons and Pleasant Grove City, dated January 11, 2007, among DMB, Brandt, BW, Trustor (by its then current Trustee), and Beneficiary (the “**Addendum #1**”), as amended by the Amended and Restated Agreement Hammons Hotel Project – Construction and Operation, dated December 1, 2009, among the City, Beneficiary and Trustor (by its then current Trustee) (the “**Amended and Restated Agreement**”), as amended by the Third Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated November 30, 2010, among the City, Trustor (by its then current Successor Trustees) and Beneficiary (the “**Third Amended and Restated Agreement**”), as amended by the Fourth Amended and Restated Agreement Hammons Hotel and Convention Center, Pleasant Grove, Utah dated December 1, 2011, among the City, Trustor (by its then current Successor Trustees), and Beneficiary (the “**Fourth Amended and Restated Agreement**”) (the Original Agreement, as amended by the First Amendment, as amended by the Addendum #1, as amended by the Amended and Restated Agreement, as amended by the Third Amended and Restated Agreement, as amended by the Fourth Amended and Restated Agreement, as amended by the Fifth Amended and Restated Agreement, and as may be further amended, modified or restated from time to time, are collectively, the “**Development Agreement**”). The parties entered into that certain Memorandum of Agreement executed by Trustor (by its then current Successor Trustees) and Beneficiary dated as of May 9, 2011 and recorded as Entry Number 37956:2011 on May 20, 2011.

3. Grant of Lien and Security Interest. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as secured party, a security interest in the real and personal property described in the Granting Clauses of the Deed of Trust with respect to the real property described on **Exhibit “A”** to this Modification for the same purposes as described in the Deed of Trust.

4. Effect of Modification. Except as the Deed of Trust has been modified hereby, the Deed of Trust is unmodified and remains in full force and effect.

5. Representations. Each of Trustor, Trustee and Beneficiary has entered into this Modification intending to be bound by the provisions hereof. Trustor, Trustee and Beneficiary represent and warrant to each other that each of them possesses all requisite power and authority to enter into this Modification, and that the person or persons who sign this Modification in its behalf have been duly authorized to do so.

6. Conflicts. In the event of a conflict in the terms and provisions of the Deed of Trust and this Modification, the provisions of this Modification shall control.

7. Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of Trustor, Trustee, Beneficiary and their respective successors and assigns. This Modification shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

8. Counterparts. This Modification may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

9. Reaffirmation. Trustor hereby ratifies and reaffirms all terms, covenants and conditions of the Deed of Trust, including, without limitation, the liens and security interests granted in favor of Beneficiary in the Deed of Trust, as the same may be amended by this Modification, and all of Trustor's obligations under the Deed of Trust.

*[Signature pages follow]*

Dated effective as of the date first above written.

**TRUSTOR:**

\_\_\_\_\_  
Jacqueline A. Dowdy, solely in her capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989 as amended and restated

State of Missouri     )  
                                  :SS  
County of Greene     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by Jacqueline A. Dowdy, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Greggory D. Groves, solely in his capacity  
as Successor Trustee of the Revocable Trust  
of John Q. Hammons dated December 28,  
1989 as amended and restated

State of Missouri     )  
                                  :ss  
County of Greene     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by Greggory D. Groves, Successor Trustee of the Revocable Trust of John Q. Hammons  
dated December 28, 1989 as amended and restated.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**BENEFICIARY:**

PLEASANT GROVE CITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah            )

:ss

County of Utah        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Michael W. Daniels, the Chair of PLEASANT GROVE CITY REDEVELOPMENT AGENCY.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Kathy T. Kresser

Its: Secretary

## EXHIBIT "A"

### PROPERTY DESCRIPTION

The following described real property is located in Utah County, Utah:

Beginning at a point North 89°32'26" East 495.45 feet along the section line and North 46.99 feet from the South Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 26°20'54" West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 42°44'49" West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 37°59'12" West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 45°10'20" West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; thence North 34°31'31" East 336.67 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 31°28'29" East 366.84 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 88°05'02" East 38.91 feet along the Southeasterly line of Pleasant Grove Boulevard; thence North 38°18'48" East 40.98 feet along the Southeasterly line of Pleasant Grove Boulevard; thence South 51°41'12" East 33.25 feet; thence Southeasterly 134.92 feet along the arc of a 300.00 foot radius curve to the left, (center bears North 38°18'48" East and long chord bears South 64°34'13" East 133.78 feet, with a central angle of 25°46'02"); thence Southeasterly 1,093.14 feet along the arc of a 900.00 foot radius curve to the right, (center bears South 12°32'46" West and long chord bears South 42°39'29" East 1,027.17 feet, with a central angle of 69°35'29"); thence Southeasterly 696.20 feet along the arc of a 715.00 foot radius curve to the left, (center bears North 82°08'15" East and long chord bears South 35°45'25" East 669.02 feet, with a central angle of 55°47'21") to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land, situate in the South Half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North 89°37'36" East 1941.88 feet along the Quarter Section line and South 1235.94 feet from the West Quarter Corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running: thence South 51°36'51" East 32.98 feet; thence Southeasterly 135.27 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears North 38°23'09" East and the long chord bears South 64°31'52" East 134.12 feet, through a central angle of 25°50'02"); thence Southeasterly 1093.05 feet along the arc of a 900.00 foot radius tangent reverse curve to the right (center bears South 12°33'07" West and the long chord bears South 42°39'20" East 1027.10 feet, through a central angle of 69°35'07"); thence Southeasterly 1022.95 feet along the arc of a 715.00 foot radius tangent reverse curve to the right (center bears North 82°08'14" East and the long chord bears South 48°50'57" East 937.91 feet, through a central angle of 81°58'23"); thence South 89°50'09" East 105.79 feet; thence South 0°01'40" West 52.00 feet; thence North 89°50'09" West 3.80 feet; thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius non-tangent curve to the left (center bears North 89°50'09" West and the long chord bears North 44°50'09" West 35.36 feet,

through a central angle of 90°00'00"); thence North 89°50'09" West 77.11 feet; thence Northwesterly 1061.58 feet along the arc of a 742.00 foot radius tangent curve to the right (center bears North 0°09'51" East and the long chord bears North 48°50'57" West 973.33 feet, through a central angle of 81°58'23"); thence Northwesterly 502.29 feet along the arc of an 873.00 foot radius tangent reverse curve to the left (center bears South 82°08'14" West and the long chord bears North 24°20'44" West 495.39 feet, through a central angel of 32°57'56"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent compound curve to the left (center bears South 49°10'18" West and the long chord bears North 68°41'08" West 56.07 feet, through a central angel of 55°42'52"); thence Northwesterly 136.50 feet along arc of an 81.00 foot radius tangent reverse curve to the right (center bears North 6°32'34" West and the long chord bears North 48°15'57" West 120.91 feet, through a central angle of 96°33'13"); thence Northwesterly 58.34 feet along the arc of a 60.00 foot radius tangent reverse curve to the left (center bears North 89°59'20" West and the long chord bears North 27°50'46 West 56.07 feet, through a central angle of 55°42'52"); thence Northwesterly 331.32 feet along the arc of an 873.00 foot radius tangent compound curve to the left (center bears South 34°17'48" West and the long chord bears North 66°34'33" West 329.34 feet, through a central angle of 21°44'41"); thence Northwesterly 147.44 feet along the arc of a 327.00 foot radius tangent reverse curve to the right (center bears North 12°33'07" East and the long chord bears North 64°31'52" West 146.19 feet, through a central angle of 25°50'02"); thence North 51°36'51" West 32.95 feet to the East line of Pleasant Grove Blvd.; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED DESCRIPTION:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the NE1/4NW1/4 and the NW1/4NE1/4 of Section 31, Township 5 South, Range 2 East, SLB&M, incident to the construction of an expressway known as Project No. MP-115-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said two entire tracts and the existing Northeasterly I-15 highway right of way and no access line which point is 856.68 feet North 89°32'26" East along the section line and 1190.42 feet South from the North Quarter corner of said Section 31; and running thence along said existing no access line the following three (3) courses and distances; (1) thence North 49°52'10" West 897.44 feet; (2) thence North 49°52'10" West 619.24 feet; (3) thence North 42°44'49" West 361.25 feet to a point 169.70 feet perpendicularly distant Northeasterly from the Project Mainline Control Line, opposite approximate Engineers Station 4204+66.07; thence South 46°03'46" East 482.44 feet; thence South 49°18'52" East 284.68 feet to a point 135.00 feet perpendicularly distant Northeasterly from said Control Line, opposite approximate Engineers Station 4197+00.02; thence South 49°51'46" East 951.00 feet parallel with said Control Line; thence North 23°58'51" East 57.33 feet; thence North 30°49'07" East 187.64 feet to the Easterly Boundary Line of said entire two tracts; thence South 00°52'30" West 323.04 feet along said Easterly Boundary Line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Tax Parcel No. 14:054:0125

**EXHIBIT C**  
**PAYMENT SCHEDULE**  
**(Attached)**

\$18,383,000.00

REDEVELOPMENT AGENCY OF PLEASANT GROVE CITY, UTAH

Tax Increment and Revenue Refunding Bonds

Ser 2011:Taxable-Refund- BofA FINALv3, 11.22.11

Pleasant Grove



Utah's City of Trees

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
12/01/2011	-	-	-	-	-	-
06/01/2012	-	-	532,187.85	532,187.85	532,187.85	-
12/01/2012	511,000.00	5.790%	532,187.85	1,043,187.85	1,043,187.85	1,575,375.70
06/01/2013	-	-	517,394.40	517,394.40	517,394.40	-
12/01/2013	641,000.00	5.790%	517,394.40	1,058,394.40	1,058,394.40	1,575,788.80
06/01/2014	-	-	501,732.45	501,732.45	501,732.45	-
12/01/2014	572,000.00	5.790%	501,732.45	1,073,732.45	1,073,732.45	1,575,404.80
06/01/2015	-	-	485,173.05	485,173.05	485,173.05	-
12/01/2015	605,000.00	5.790%	485,173.05	1,090,173.05	1,090,173.05	1,575,348.10
06/01/2016	-	-	467,658.30	467,658.30	467,658.30	-
12/01/2016	640,000.00	5.790%	467,658.30	1,107,658.30	1,107,658.30	1,575,316.60
06/01/2017	-	-	449,130.30	449,130.30	449,130.30	-
12/01/2017	677,000.00	5.790%	449,130.30	1,126,130.30	1,126,130.30	1,575,260.60
06/01/2018	-	-	429,531.15	429,531.15	429,531.15	-
12/01/2018	717,000.00	6.790%	429,531.15	1,146,531.15	1,146,531.15	1,576,062.30
06/01/2019	-	-	408,774.00	408,774.00	408,774.00	-
12/01/2019	758,000.00	5.790%	408,774.00	1,166,774.00	1,166,774.00	1,575,548.00
06/01/2020	-	-	386,829.80	386,829.80	386,829.80	-
12/01/2020	802,000.00	5.790%	386,829.80	1,188,829.80	1,188,829.80	1,575,659.80
06/01/2021	-	-	363,612.00	363,612.00	363,612.00	-
12/01/2021	12,560,000.00	5.790%	363,612.00	12,923,612.00	12,923,612.00	13,287,224.00
<b>Total</b>	<b>\$18,383,000.00</b>	-	<b>\$9,084,046.60</b>	<b>\$27,467,046.80</b>	<b>\$27,467,046.60</b>	-

Ser 2011:Taxable Refund - SINGLE PURPOSE | 11/22/2011 | 2:32 PM

