

PROVIDENCE CITY COUNCIL MEETING MINTUES

Wednesday September 20th, 2023, 6:00 PM

Providence City Office Building, 164 North Gateway Drive, Providence UT

To view the video recording of the meeting please visit the city's YouTube Channel found [HERE](#).

HR. MIN. SEC. in green above the agenda items are timestamps of the YouTube recording.

Opening Ceremony:

Call to Order: Mayor Alder

Roll Call of City Council Members: Mayor Alder, Josh Paulsen, Jeanell Sealy, Brent Speth & Jeff Nebeker.

Council Members absent: Carrie Kirk

Staff in Attendance: Ryan Snow (City Manager), Rob Stapley (Public Works Director), Skarlet Bankhead (Community Development Director) & Ty Cameron (City Recorder)

Pledge of Allegiance: Jeanell Sealy

Opening Remarks/Prayer: Jeff Nebeker

1 MIN. 30 SEC.

Council Reports: Items presented by the City Council Members will be presented as informational only; no formal action will be taken.

Mayor Alder

- Has continued to participate as a member of Utah Land Conservation Board where they recently awarded over two million dollars to some individuals throughout the State to help them preserve their property and land, including a farm here in Cache Valley. The board is now seeking ongoing funding from the legislature of five million dollars to continue to preserve land and create open space.
- Meeting with citizens and addressing concerns and questions regarding the ongoing streets projects and other city projects that are underway. Commended the Council for their responsiveness to the citizens.
- Attended the Utah League of Cities and Towns conference in Salt Lake City which provided valuable information and tips on confronting affordable housing issues. Reported that two nonprofit organizations are planning to build 800 affordable homes along the Wasatch Front in Utah. The conference aimed to protect cities and ensure their autonomy from the State.

Brent Speth

- September is National Emergency Preparedness Month, and there's been some meetings at the State level as well as the County level regarding emergency preparedness. Reported that on September the 7th, by Zoom, he participated in a meeting called Be Ready Utah. This organization has a website, bereadyutah.gov, which is a website to instruct on basic preparedness 101.
- Commented that that being prepared is not a one step process but a continued lifestyle.

- Proposed a presentation in the future from Be Ready Utah and asked citizens to visit the website for more information. Website can be found here: [Be Ready Utah | Promoting emergency preparedness to families, schools, businesses and communities](#)

Jeanell Sealy

- Also attended the ULCT conference down in Salt Lake City. One of the things they talked about at the conference was the dignity index which teaches that the words we use matter and that we can bridge our differences with dignified respectful language.
- Helped organize key leader organizations or community programs throughout the valley with the Bear River Health Department which tries to mitigate at-risk behaviors with youth, whether it's misuse of substance, violence, suicide prevention, etc. They are attempting to bring in leadership from different sectors of the community. A few of those include schools, religious organizations, education, cities, law enforcement etc. The idea is to create a collaborative and coordinated system of what everybody's doing to make sure that we're addressing the needs of the youth in the community.
- Other assignments will be starting in the next few weeks like LPC and library board and will report on those when the time comes.
- For more information about the Dignity Index visit their website found here: [The Dignity Index](#)

Jeff Nebeker

- Responded to citizens and emails and is helping to remove rumors about road construction; but overall feels that the citizens believe the city is doing a good job, despite the long wait on some of these projects.
- Has received comments or questions about the website and mentioned that some residents are having trouble navigating it. They mention that they have similar problems when trying to find information on the website using the date search for the minutes. Staff responded and showed that in order to search past minutes the individual needs to toggle to the 'Recent Meetings' tab or else it won't pull past minutes.
- Commented that there seem to be some sites or links on the website that are not active or temporarily unavailable. Staff respond that if the Council or residents see those to notify the city so they can fix those links.
- Asked about Meet the Candidates Night and when that will be. Staff indicated that they have talked with the Middle School, where it will be held, and that they are looking to do it on October 23rd.

Josh Paulsen

- Commended the good communication from the city regarding the new garbage collection schedule and the importance of keeping neighbors informed about the issue. Appreciated the city staff's efforts and commented that this topic will be discussed later on tonight.
- Thanked Ryan for his quick follow-up on a construction noise incident in their neighborhood and acknowledges the need for a process to address such incidents, including contacting neighbors and making sure developers and contractors are following city codes.
- Staff commented and indicated that they plan to send a notice to contractors reminding them of the noise and start time restrictions. Assured Council that they are discussing the matter at every meeting they have with the developers and contractors.

Approval of the minutes:

18 MIN 20 SEC.

- **Item No. 1 Approval of the Minutes:** The Providence City Council will consider for approval the minutes of August 16th, 2023 . **(MINUTES)**

- Mayor Alder called for the approval of the minutes.
- No comments, questions or corrections were discussed.

Motion to approve the minutes of August 16th, 2023 – Jeanell Sealy. 2nd – Josh Paulsen.

Vote:

Yea- Council members Paulsen, Sealy, Speth & Nebeker

Nay-

Abstained-

Absent- Council member Kirk.

Motion passes, minutes approved.

Public Comments: Citizens may express their views to the City Council on issues within the City’s jurisdiction. The City Council accepts comments: by email providencecityutah@gmail.com, and by text 435-752-9441.

- Mayor Alder opened the floor for public comment.
- Mary Hubbard, resident, asked if the city plans to install crosswalks at 3rd East and Spring Creek Parkway, near the church on 300 East and Spring Creek. Commented that the traffic is heavy in that area, and many people run the stop sign. She is concerned about the impact of increased traffic in the area, especially for children who may not pay much attention to traffic coming home from school. She asked if the city would investigate a proposed crosswalk in that intersection.
- Parties talked about the layout of the intersection and sidewalk connections. The parties reference State law regarding T intersections and pedestrian right of way.
- Parties commented on the walking paths to and from schools in the area and possible walking or pedestrian signs.
- No further comments or questions were posed.
- Mayor closed the public comment portion of the meeting.

Plans and Other Business:

29 MIN. 55 SEC.

- **Item No. 2 Providence City Sewer Feasibility Study:** The Providence City Council will review, discuss and may take action on a sewer feasibility study that proposes the possibility of the City constructing its own wastewater treatment facility. **(REPORT)**

- Mayor Alder called item 2, gave a brief introduction and asked Ryan Snow to give an overview of the study.

- Ryan Snow talked about the reason for the feasibility study citing the City's Wastewater Collection Master Plan and the four options that were outlined as potential solutions for the city's future plans regarding wastewater treatment. The feasibility study was conducted by Zion's Bank to assess the potential of a new wastewater treatment plant.
- It was identified that our line or connection between Providence and Logan will begin to reach capacity, which means in the near future we will have to pay to upgrade that line.
- Regarding the feasibility study, what it really comes down to is the cost of the plant, which is estimated at 60 million. The Preston plant was used as a comparison for our potential plant. A plant for that price would raise the cost to residents by three hundred percent, which is not feasible.
- Ryan Snow commented that unfortunately this study raised more questions than answers. The initial estimate for a plant was 24 million. Plant size options were discussed.
- The Council commented that usually with feasibility studies, like this one, the engineer or surveyor presents to the Council. Ryan responded that this is the first step and that there have been no designs drafted but would be happy to reach out to Zions or the engineer for them to present.
- The Council commented on the cost of the feasibility study and not getting more information or data to really know if this option could work.
- Parties discussed the possibility of State and Federal assistance or grants.
- Questions were asked about upgrading the main line to Logans plant and the possible increase in cost in the future.
- Council Member Speth reported that he heard that Logan would be updating their plant in the near future as well and believes that some of the cost will fall to Providence. Gave an example of the city buying land up in canyon in the 60's for the possibility of a reservoir that came much later but was needed for the city, commented about making sure the Council is thinking about the future. Emphasized the importance to be prepared and aware of the potential costs and benefits of the project.
- Mary Hubbard, resident, asked about the impact of this plant on the land, surrounding area and people. Mr. Snow responded that this would be a tertiary plant and there are many unknowns, he believes it would flow into Blacksmith Fork.
- Discussion ensued about the need for upgrading the main line to Logan. Rob Stapley commented that at the moment they have 2 or 3 water lines in the area that are reaching compacity.
- Council and Staff commented on all the unknowns and how to move forward to get more data or information.
- Parties suggested the need for full design in order to take this to the next step. The Council asked what the funding would look like for this project with several pricing tiers. Asked about taking a budgeting approach to understand what we can get with what we can afford.
- Parties brought up the cost of the plant in the initial years, population growth, fixed costs, impact fees and higher revenue streams over time. Ryan Snow gave the example of the City's police and fire contracts.
- The parties talked about the current interest rates and the problems they pose.
- Council Member Nebeker expressed concern with going into debt but also the value of city independence.
- Mary Huabbard asked about the lift station and line to Logans Treatment Plant. The Council and staff responded that Logan owns the lift station but that the city paid to build it.
- Parties discussed revenue-based financing and property tax financing.
- The Council asked if there is a need for a motion for this item.

- Council Member Speth made a motion to move forward in a step-by-step process to gather more information, committing the least amount of money possible and staying up to date on gathering more data and exploring more variables.
- Council Member Paulsen commented on not needing to put forth a motion to request that more information be gathered.
- No second on the motion, motion died.
- The Council will weigh their options with the feasibility study and staff gathering more data and possible alternative options for funding or financing.
- Parties commented on the fiber project and what it took to get that project going.
- Mayor Alder closed the discussion of item 2.

1 HR. 23 MIN. 05 SEC.

➤ **Item No. 3 Providence City Garbage Removal Services Update:** The Providence City Council will review, discuss, and may take action on moving forward with updated plans to continue with garbage removal services. [\(NEW ROUTE MAP\)](#)

- Mayor Alder called item 3, gave a brief introduction, and asked Ryan Snow to give an overview of the new schedule.
- Ryan Snow reported that our garbage removal service through Logan City has announced our new collection schedule starting on October 1st. The city's new garbage pick-up schedule will be as follows, the north bench will be on Tuesday, the south bench on Monday, and the downtown area will be on Wednesday and Thursday.
- A postcard will be sent to every resident and building address, with delivery expected within a few days. The city has collected email addresses and plans to send notice of the new schedule through various channels, including the website, social media, fiber, and billing system. Additionally, we are working on a method to text reminders about garbage day to all residents between 5 and 7 the night before their garbage day.
- The goal is to complete this change with Logan's assistance, the goal is also to use the same routes when starting our own service next spring. Providence has worked closely with Logan to achieve this change, ensuring that residents are reminded of their garbage day.
- Recycling will be every other week. Recycling services will be provided by Logan until spring, and residents can still contact Logan if something is missing or if there are issues. The city will use various methods to inform people about their collection days.
- The collection map and pick up days were reviewed.
- Mayor Alder closed the discussion of item 3.

Study Items:

1 HR. 31 MIN. 25 SEC.

➤ **Item No. 4 Providence City Code 6-2-6 & 6-2-8 Amendments:** The Providence City Council will review and discuss possible plans to amend PCC 6-2-6 & 6-2-8 which deal with parking regulations throughout the city. [\(EXHIBIT\)](#)

- Mayor Alder opened item 4, gave a brief introduction and asked staff for an overview of this amendment.
- Staff indicated that they have received a comment from a resident and asked if the Council would like it read on the record. The Council responded that they would.
- Ty Cameron, City Recorder, read the comment on the record. *Comment is attached to minutes below.
- Staff responded to the comment noting HOAs are in charge of their own streets and that Gateway Dr has a new parking lot that should help alleviate parking issues in that area.
- Ryan Snow explained the proposed amendments to PCC 6-2-6 & 6-2-8. Articulated some of the issues of parking on the streets with snow plowing, street sweeping, bike lanes, the new garbage schedule and the city's generally narrow streets.
- Mr. Snow commented on the amendments dealing with parking during a snowstorm and liability issues.
- Mayor Alder commented on the requested changes and staff being able to maintain the roads.
- Ryan Snow discussed the restriction of pushing snow into the streets, violations, and increased fines.
- Council Member Speth commented on students walking to and from school from the Fox Hollow Subdivision and concerns with plowing snow in a manner that makes it unsafe for them to walk on the roads and if there was anything that could be done. Rob Stapley responded that they do plan to paint lines on 3rd South which should help.
- Council Member Sealy commented on winter parking issues and is ok with increasing the fine amount.
- The 48-hour parking rule and the issues of trailers and RVs on the street were discussed. No parking year-round would be too restrictive.
- There was discussion of the issue of enforcement on these new changes and parking violations in general.
- Rob Stapley clarified winter parking hours and plowing issues that he and his crew deal with. He detailed extending the winter parking time and benefits of the change.
- Council Member Nebeker commented on year-round nighttime parking and the issues residents would have if that was enforced.
- Council Member Paulsen indicated that he had no issues with the winter parking changes but saw the year-round no night parking as problematic. Trailers and RVs are an issue with on street parking and wondered if something could be specific to them. Also commented on construction material being dumped in the road and safety issues with that.
- Council Member Sealy commented on extending the time for winter parking, especially if the schools are exempt.
- Skarlet Bankhead noted that some residents block snowplows with their cars so that snow from the streets are not pushed into their driveway, points out the issues those parked cars cause for the city snowplow drivers.
- Council Member Sealy was concerned about home business parking.
- Parties discussed changes to the ordinance before taking it to public hearing which included extending the winter parking hours and trailer and RV parking restrictions year-round.
- Staff will make recommended changes.
- Mayor Alder closed discussion of item 4.

2 HR. 10 MIN 05 SEC.

Staff Reports: Items presented by Providence City Staff (including but not limited to: City Recorder, Public Works Director, Community Services Director, and City Manager) will be presented as information only.

Skarlet Bankhead (Community Services Director)

- Informed the Council about the upcoming car show on October 14th, which will be held from 10 to 2 in the East parking lot at Spring Creek Middle School. The event will feature live music and is expected to be a fun and enjoyable event.
- The Cache County Summit Conference is coming up and they are hoping to involve youth this year in discussing housing and planning issues. They will call high schools and get recommendations for youth to sit on a panel with set questions to help cities understand their perspectives on housing. Also inviting Utah State University-age people to participate in the summit. They are aiming to reach out to various groups that have been neglected in previous summits.
- The city has been working to address construction noise by sending out notices to contractors and making sure to notify them during pre-construction and post-application meetings with the city. The City has also created a notice flyer to hand out to contractors during meetings.
- Flag football is under way and this weekend there will be a baseball tournament at Zollinger Park.

Ty Cameron (City Recorder).

- The city will have the Meet the Candidates night at the middle school on October 23rd.
- If the Council or residents see any issues with the website to please notify him or Megan so that they can fix it.

Rob Stapley (Public Works Director).

- Discussed the ongoing construction projects in Providence and the progress made on various projects. They are making good progress on the reservoir well test drilling. They hit 600 feet in depth with a significant amount of water, which eroded and collapsed under the drill. It was a good sign that they hit water at that depth but need to figure out how to access it.
- Explained the different methodologies of drilling, such as air rotary versus mud, and the presence of fractured limestone, will affect the drilling methodology. If they can get another 100 to 200 feet deeper, they will learn a lot more about the aquifer and its potential.
- Mayor asked about the new tank and the Council asked what projects look to be completed first.
- The new tank has been active for a long time, providing enough water for morning watering hours. The UDOT bike project has made the best progress in efficiency, and it is expected to be completed before 4th East and Cherrywood Dr. With Cherrywood Dr. there is a risk of delays due to the milling of the asphalt.
- Reported that the city had a flawless sanitary survey. The Division of Drinking Water Engineer provided a six-year window for the survey, which expired this year. The city's success with the survey was a significant feat, as it did not have any negative IPS points against their system.

Ryan Snow (City Manager)

- The city has nearly reached 800 fiber connections, with plans to expand drops and connections by the end of October.
- Projects to finish included pickleball courts, trails, bike signage, and the skate park which will be completed in the spring.
- One of our grant applications is being reviewed by the National Park Service, and the city is working on bike lanes and bike routes through town.
- The Council expressed appreciation on the progress and improvements made in the city over the past few years and also all that the staff has done.

Motion to adjourn meeting – Jeanell Sealy. 2nd – Josh Paulsen.

Vote:

Yea- Council members Paulsen, Sealy, Speth & Nebeker

Nay-

Abstained-

Absent- Council member Kirk.

Motion passes, meeting adjourned.

Nest meeting October 18th, 2023.

Minutes approved by vote of council on ____ day of _____ 2023.

Kathleen W Alder, Mayor

Ty Cameron, City Recorder.

Public comments submitted via email

It looks like you are expanding a prohibition of night parking to year round based on the red highlighted section of 6-2-6. If I'm wrong, great, but it's written that way.

Night Parking. It shall be unlawful for the driver or owner of any vehicle to park any vehicle or equipment on any street or right-of-way within eight

feet of the pavement in the city between the hours of 11:00 pm and 7:00 am **year-round**. This subsection shall not apply to doctors on house calls, emergency vehicles, or vehicles used in the repair of utilities.

WHEREAS, the current fine for winter parking is only \$25, it is recommended that it be raised to \$50, to further discourage violations.

I understand why there should be no parking overnight during the winter months, but why expand it to the entire year? Here are some concerns:

- it would hurt the people living in Vineyard and Gateway the most if they and their visitors can't park along 100 S, Gateway Dr, Spring Creek Pkwy, or 170 E overnight. Since the city did not require developers to provide enough extra parking (when it was obvious those housing units would be rented out and there'd be more cars), it seems unfair to punish the residents there. I don't know how they manage in winter.

- the setbacks in those developments aren't deep enough for people to park in their driveways and still be 8 feet clear of the pavement.

- If this new parking ordinance is expanding to year-round, it seems very much like a revenue grab. I am grateful that towing isn't included as a consequence.

- People often do landscape projects in summer and can't get the job done in one day. As long as there is evidence of progress, I don't think the city needs to worry about a trailer or backhoe there overnight. You also have the 48 hour rule that should cover a lot of these issues.

- During the snowy months when we have overnight visitors, we're careful to cram cars in the driveway (although I doubt we leave an 8 ft clearance) or use a neighbor's driveway, but it's nice on the few occasions in the summer (family reunions, etc.) to have people be able to park on the road.

I feel like the city might be micromanaging and overreaching and I'm wondering why this change was proposed.

Thanks for your time. If I am able to come to the meeting, you don't need to read this comment because I'll just say it.

Barbara Moon

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WHEREAS, City staff recommends the following amendments:

PCC 6-2-8 Winter Regulations

A. Night Parking.

1. It shall be unlawful for the driver or owner of any vehicle to park any vehicle or equipment on any street or right-of-way within eight feet of the pavement in the city beginning 24 hours after the first measurable snowfall or **November 1**, whichever comes earlier, of each year and ending April 15 of the following year, between the hours of **11:00 pm and 10:00 a.m.** the next day, for a period of time longer than three minutes when loading or unloading passengers. This subsection shall not apply to doctors on house calls, emergency vehicles, or vehicles used in the repair of utilities.
2. It shall be unlawful to park or leave parked any vehicle upon the paved portion of a city street, while snowplows are operating or while streets are snow or ice covered; excluding around school buildings while school is either in session or holding official school activities.
3. The city will not be liable for any damage occurring to any vehicle or equipment parked on any street or right-of-way, during street and right-of-way maintenance. **Therefore, the owner of any vehicle parked in violation of this Section 2-8 shall be liable for any and all loss, damage, or injury of any kind sustained by the owner, the City, or any other person as a result of the vehicle being parked in violation of this Section 2-8, including without limitation as a result of any plowing or snow cleaning efforts of the City or others, and the owner shall fully indemnify the City against and hold the City harmless from any such loss, damage, or injury**
4. **Vehicles which have been plowed around will be presumed to be abandoned or in continued violation of the section and shall be subject to removal. All costs of removal of said vehicle(s) will be solely borne by the owner of the subject vehicle.**

~~B. *Hour limitation.* No person who owns or has possession, custody or control of any trailer or vehicle shall park or leave standing any such vehicle on any public road, street, alley or city property for 48 or more consecutive hours, and any vehicle so parked or left standing may be impounded and remove by the police. For purposes of impoundment and removal, the police may impound and remove any vehicle which reasonably appears to have remained unmoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded vehicle. These restrictions are only effective during the same time limitations stated in subsection A of this section.~~

82 *B. Snow Removal.* In addition to the restrictions found in PCC 6-2-8, it shall be
83 unlawful for any person removing snow from any parking lot, driveway, or
84 sidewalk to push, blow, or otherwise deposit such snow onto the roadway of any
85 public street or push it across said roadway in such a manner as to leave a
86 residue or otherwise increase the amount of snow on the roadway.

87 *C. Violation.* Any person who violates any of the provisions of PCC 6-2-8 shall be
88 guilty of an infraction, and upon conviction shall be subject to a penalty and fine.

89 And,

90 WHEREAS PCC 6-2-6 Certain Purposes Prohibited currently reads:

91 **6-2-6 Certain Purposes Prohibited**

92 No person shall park a vehicle upon any roadway or right-of-way for the principal
93 purpose of:

- 94 1. *Displaying for sale.* Displaying such vehicle for sale;
- 95 2. *Repairs.* Greasing or repairing such vehicle, except repairs necessitated by
96 an emergency;
- 97 3. *Advertising.* Displaying advertising;
- 98 4. *Merchandise sales.* The sale of foodstuffs or other merchandise in any
99 business district; or
- 100 5. *Hour limitation.* No person who owns or has possession, custody or control
101 of any trailer or vehicle shall park or leave standing any such vehicle on
102 any public road, street, alley or city property for 48 or more consecutive
103 hours and any vehicle so parked or left standing may be impounded and
104 removed by the police. For purposes of impoundment and removal, the
105 police may impound and remove any vehicle which reasonably appears to
106 have remained unmoved for 48 consecutive hours. The cost of
107 impoundment and removal shall be charged to the owner or any person
108 who claims the impounded vehicle.

109 WHEREAS, City Staff recommends the following amendments:

110 **6-2-6 Certain Purposes Prohibited**

111 No person shall park a vehicle upon any roadway or right-of-way for the principal
112 purpose of:

- 113 1. *Displaying for sale.* Displaying such vehicle for sale;
- 114 2. *Repairs.* Greasing or repairing such vehicle, except repairs necessitated by
115 an emergency;
- 116 3. *Advertising.* Displaying advertising;
- 117 4. *Merchandise sales.* The sale of foodstuffs or other merchandise in any
118 business district; or

119 5. *Hour limitation.* ~~No person who owns or has possession, custody or control~~
120 ~~of any trailer or vehicle shall park or leave standing any such vehicle on~~
121 ~~any public road, street, alley or city property for 48 or more consecutive~~
122 ~~hours and any vehicle so parked or left standing may be impounded and~~
123 ~~removed by the police.~~ For purposes of impoundment and removal, the
124 police may impound and remove any vehicle which reasonably appears to
125 have remained unmoved for 48 consecutive hours. The cost of
126 impoundment and removal shall be charged to the owner or any person
127 who claims the impounded vehicle.

128 6. *Night Parking.* It shall be unlawful for the driver or owner of any trailer, RV,
129 motor home, camper, or non-motorized equipment to be on any street or
130 right-of-way within eight feet of the pavement in the city between the hours
131 of 11:00 pm and 7:00 am year-round. This subsection shall not apply to
132 doctors on house calls, emergency vehicles, or vehicles used in the repair of
133 utilities.

134 WHEREAS, the current fine for winter parking is only \$25, it is recommended that it be
135 raised to \$50, to further discourage violations.

136 WHEREAS, PCC 6-2-8(B) *Hour Limitation* is also found in PCC 6-2-6, it is
137 recommended that it be removed from PCC 6-2-8 to eliminate unnecessary duplication.

138
139 WHEREAS, City Council motions to approve the Ordinance granting the amendment to
140 Providence City Code 6-2-8 & 6-2-6

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142
143 THEREFORE, be it ordained by the Providence City Council

- 144 • The above referenced code amendment shall be approved.
145 • This ordinance shall become effective immediately upon passage and posting or
146 30 days after final passage, whichever is closer to the date of final passage.
147

148 Passed by vote of the Providence City Council this _____ day of _____ 2023.
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151 Council Vote:

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153 Nebeker, Jeff () Yes () No () Excused () Abstained () Absent
154 Kirk, Carrie () Yes () No () Excused () Abstained () Absent
155 Paulsen, Joshua () Yes () No () Excused () Abstained () Absent
156 Sealy, Jeanell () Yes () No () Excused () Abstained () Absent
157 Speth, Brent () Yes () No () Excused () Abstained () Absent
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163 Kathleen Alder, Mayor

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165 Attest:

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167 Tyler Cameron, Recorder

DRAFT

Resolution 09-2023

A RESOLUTION APPROVING A SPEICAL PERMIT FOR RELEIF FROM THE NOISE LEVEL DESIGNAED IN PROVIDENCE CITY CODE TITLE 4 CHAPERT 9 NOISE, REQUESTED BY HYDRO RESOURCES – ROCKY MOUNTAIN INC FOR DRILILNG A TEST HOLE FOR A POSSIBLE FUTURE WATER PRODUCTION WELL.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, “Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . .”

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Hydro Resources – Rocky Mountain Inc. has filed an application for a special permit as allowed by Providence City Code 9-4-5; Application for Special Permit

WHEREAS, Per the application Hydro Resources – Rocky Mountain Inc. are requesting to run 24-hour drilling operations to be able to respond to and manage any further unstable formations that may be encountered. Hydro expects the 24-hour operations to commence once they set the surface casing to 320 Ft (bedrock) and shouldn’t last more than a calendar week.

WHEREAS, the City Council may grant a relief as applied for if they find:

- That additional time is necessary for the applicant to alter or modify the activity or operation to comply with this chapter; or
- The activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with the Chapter; and
- That no other reasonable alternative is available to the applicant.
- The City Council, in granting such a special permit, may prescribe any conditions or requirements they deem necessary to minimize adverse effect upon the community of the surrounding neighborhood.

THEREFORE, be it resolved by the Providence City Council:

- The request for a special permit as allowed in the Providence City Code 4-9-5 shall be granted.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this day of October 2023.

Council Vote:

Nebeker, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Paulsen, Joshua	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Kathleen Alder, Mayor

Attest:

Tyler Cameron, City Recorder



OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

OTHER PROVISIONS

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) NA

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

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

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

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

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

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

Seller's Agent Chris Nielsen, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage Equity Real Estate - Solutions, represents ☒ Seller ☐ both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

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

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

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

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

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

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

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

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

10. AS-IS CONDITION OF PROPERTY.

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

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

11. FINAL PRE-SETTLEMENT INSPECTION.

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

(a) Seller Disclosure Deadline	10/06/2023	(Date)
(b) Due Diligence Deadline	11/13/2023	(Date)
(c) Financing & Appraisal Deadline		(Date)
(d) Settlement Deadline	11/15/2023	(Date)

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

Catherine Sorensen	505-459-6726
(Seller's Names) (PLEASE PRINT)	(Notice Address) (Zip Code) (Phone)

Date _____

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

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☒ Other (explain) NA

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

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

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

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

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

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

Seller's Agent _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage _____, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;
Buyer's Agent _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage _____, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

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

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

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

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

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

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

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

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

10. AS-IS CONDITION OF PROPERTY.

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

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

11. FINAL PRE-SETTLEMENT INSPECTION.

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

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

(a) Seller Disclosure Deadline	<u>10/06/2023</u>	(Date)
(b) Due Diligence Deadline	<u>11/13/2023</u>	(Date)
(c) Financing & Appraisal Deadline	<u></u>	(Date)
(d) Settlement Deadline	<u>11/15/2023</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ AM ☒ PM Mountain Time on 10/06/2023 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

<div style="border: 1px solid black; width: 400px; height: 30px;"></div>	<div style="border: 1px solid black; width: 400px; height: 30px;"></div>
(Buyer's Signature) (Offer Date)	(Buyer's Signature) (Offer Date)

<u>Providence City Corporation</u>			
(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

(Buyer's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)
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ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

☐ **REJECTION:** Seller rejects the foregoing offer.

<div style="border: 1px solid black; width: 400px; height: 30px;"></div>	<div style="border: 1px solid black; width: 400px; height: 30px;"></div>
(Seller's Signature) (Date) (Time)	(Seller's Signature) (Date) (Time)

<u>Michael D. Liljenquist</u>			
(Seller's Names) (PLEASE PRINT)	(Notice Address)	(Zip Code)	(Phone)

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