

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Wednesday, December 19, 2007, in the Council Chambers, 45 West 100 South, at 7:00 pm.

AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION/INSPIRATIONAL THOUGHT**
4. **CONSENT AGENDA**
 - a. Minutes
 1. December 5, 2007
 - b. Bills
 1. \$331,892.75
5. **FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**

Public Forum is held to a 30-minute maximum with each speaker given no more than 5 minutes each. If more than 6 Speakers, time will be adjusted accordingly to meet the 30 minute requirement

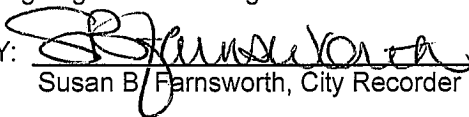
 - a. Recognition of Two Planning Commission Members
6. **FORMAL PUBLIC HEARINGS/JOINT WITH PLANNING COMMISSION**
 - a. Code Amendment addressing Billboard Location and Lighting Standards
7. **UNFINISHED BUSINESS**
8. **NEW BUSINESS**
 - a. Discussion with regard to Code Amendment addressing Billboard Location and Lighting Standards
 - b. Setting of the 2008 City Council Meeting and Work Session Schedule
 - c. Certification of the Santaquin 66 Annexation
 - d. Discussion and possible action with regard to the EMS Pay structure
 - e. Discussion with regard to Executive Session protocols
 - f. Authorization for Mayor to sign the Pipeline Crossing Agreement with Union Pacific Railroad at mile post 729.54 for a 16"
 - g. Authorization for Mayor to sign the Pipeline Crossing Agreement with Union Pacific Railroad at mile post 729.54 for a 24" pipeline
 - h. Denial of the Northeast Santaquin Annexation Petition (submitted 11-30-07)
9. **BUSINESS LICENSES**
10. **INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS (Roll Call Vote)**
11. **PETITIONS AND COMMUNICATIONS**
 - a. Acceptance of the Jones Annexation (submitted 12-14-07)
12. **REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
13. **REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Mayor DeGraffenried
 - b. Council Member Linford
 1. Update on the Utah Lake causeway
 - c. City Manager Chatwin
14. **EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
15. **EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
16. **ADJOURNMENT**

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 ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was faxed to the Payson Chronicle, Payson, UT, 84651.

BY:


Susan B. Farnsworth, City Recorder

POSTED:

CITY CENTER

POST OFFICE

ZIONS BANK ® Amendment to Agenda

**MINUTES OF A CITY COUNCIL MEETING
HELD IN THE COUNCIL CHAMBERS
DECEMBER 19, 2007**

Mayor James E. DeGraffenried called the meeting to order at 7:05 pm. Council Members attending: Filip Askerlund, Martin Green and James Linford. Council Members Arthur Adcock and Tracy Roberts were excused.

Others attending: City Manager Stefan Chatwin, City Planner Dennis Marker, Legal Counsel Brett Rich, Director of Public Safety Dennis Howard, Planning Commission Members Layne Haacke, Doug Rohbock, Carolyn Callahan, Kirk Greenhalgh, Kurt Stringham, and John Chatterley, Brent Vincent, Dennis Brandon, Jennifer Pedigo, Heather Pedigo, Josh Cloward, Gregory Simonsen, Guy Larsen, Jamie Evans, Robert Wall, and other unidentified individual.

PLEDGE OF ALLEGIANCE

Council Member Green led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Mr. Rohbock offered an Invocation.

CONSENT AGENDA

Minutes

December 5, 2007

Bills

\$331,892.75

Council Member Green moved to approve the Consent Agenda. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

BUSINESS LICENSES

Council Member Askerlund reviewed the following Business Licenses. Those attending were told the Business Licenses meet all City requirements and have received all inspections.

- o Robert L. Hales DBA This is the Place Real Estate L.C.
- o Ron Allred

Council Member Askerlund moved to approve the previously mentioned Business Licenses. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

NEW BUSINESS

Denial of the Northeast Santaquin Annexation Petition (submitted 11-30-07)

Council Member Green moved to deny the Northeast Santaquin Annexation Petition submitted 11-30-07 due to not having the signature of a property owner within an Agriculture Protection Zone. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Authorization for Mayor to sign the Pipeline Crossing Agreement with Union Pacific Railroad at milepost 729.54 for a 24" pipeline

Council Member Askerlund moved to authorize Mayor DeGraffenried to sign the Pipeline Crossing Agreement with Union Pacific Railroad at milepost 729.54 for a 24" pipeline. Council Member Green seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Authorization for Mayor to sign the Pipeline Crossing Agreement with Union Pacific Railroad at milepost 729.54 for a 16" pipeline

Council Member Green moved to authorize Mayor DeGraffenried to sign the Pipeline Crossing Agreement with Union Pacific Railroad at milepost 729.54 for a 16" pipeline. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Discussion and possible action with regard to the EMS Pay structure

Council Member Green moved to adopt the EMS pay structure as written. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

FORMAL PUBLIC HEARINGS/JOINT WITH PLANNING COMMISSION

Code Amendment addressing Billboard Location and Lighting Standards

Council Member Linford moved to enter into a Joint Public Hearing with the Planning Commission with regard to addressing Billboard Locations and Lighting Standards. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative. Planning Commission Members Chatterley, Callahan, Rohbock, and Haacke voted in the affirmative.

At 7:20 pm Mr. Simonsen, representing Reagan Outdoor Advertising addressed the Mayor and Council Members. He indicated Reagan is not in favor of the 11:00 pm "lights out" proposal and has a number of billboards that they have had intention of lighting (see attachment "A" for comments).

At 7:30 pm Mr. Larsen indicated he was involved in discussions between the City and Reagan Signs with regard to a height variance. He indicated he spent a number of hours working on this issue.

At 7:35 pm Mr. Evans questioned why this issue is being discussed again after 3 years. He was told a new General Plan has been adopted which in turn requires changes to different issues. Mr. Evans indicated he has spoken with Mr. Alexander, his billboard closest neighbor and indicated he would work with him if there were a problem. Mayor DeGraffenried indicated the Public Hearing is for input.

Mr. Wall indicated he doesn't have a problem with lighting on the billboards. He has seen many changes with the way the City is growing. He would have liked to have the foothills stay the same for the animals.

At 7:43 pm Council Member Green moved to close the Public Hearing. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative. Planning Commission Members Chatterley, Callahan, Rohbock, and Haacke voted in the affirmative.

See attachment "B" for additional information.

FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognition of Two Planning Commission Members

Council Member Askerlund presented Commission Members Doug Rohbock and Carolyn Callahan with a "Years of Service Plaque" with regard to their service on the Planning Commission.

UNFINISHED BUSINESS

Nothing

NEW BUSINESS

Discussion with regard to Code Amendment addressing Billboard Location and Lighting Standards

Mayor DeGraffenried suggested, since there are members of the council missing, he would like to table the discussion until the next meeting.

Council Member Green recommended having a work session after the new Council Members took office.

Council Member Green moved to table this issue until a Work Session on January 9, 2008 and at that time schedule a date this topic can be placed on the Council Agenda. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Setting of the 2008 City Council Meeting and Work Session Schedule

Council Member Askerlund moved to adopt the 2008 City Council Meeting and Work Session Schedule as submitted. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative (see attachment "C").

Certification of the Santaquin 66 Annexation

Council Member Green moved to accept the certification of the Santaquin 66 Annexation. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Discussion with regard to Executive Session protocols

Legal Counsel Rich led the discussion with regard to Executive Session protocols (see attachment "D" for Legal Counsel Riches comments).

INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS

Nothing

PETITIONS AND COMMUNICATIONS

Acceptance of the Jones Annexation (submitted 12-14-07)

Council Member Linford moved to accept the Jones Annexation Petition submitted 12-14-07. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Chatwin

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor DeGraffenried

Mayor DeGraffenried referred to the letter submitted by Mr. Simonsen on behalf of Reagan Outdoor Advertising. City Planner Marker indicated Mr. Simonsen felt the City improperly rezoned

the property the billboards are part of. Mr. Marker indicated the rationale for passing a Lighting Ordinance pertains to residential dwellings.

EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

At 8:20 pm Council Member Linford moved to enter into an executive session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property. Council Member Askerlund seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative. Those attending: Mayor DeGraffenried, Council Members Linford, Askerlund and Green, Brent Vincent, City Planner Dennis Marker, City Manager Chatwin and City Recorder Farnsworth.

At 8:32 pm those in attendance of the Executive Session returned to the Regular Meeting.

Mayor DeGraffenried discussed changes to the Council Protocol. He requested the Staff revise the protocols and have them ready for adoption the next Council Meeting.

Council Member Linford

Update on the Utah Lake causeway

Council Member Linford reported he met with Leon Harward, President of Utah Crossing, Inc with regard to the proposed Utah Lake Causeway. He presented Council Member Linford with an information booklet which was copied and given to each additional Council Member. Council Member Linford reported the Utah Lake Causeway was to be a completely private venture, and be paid for through traffic toll. The need to unite the East and West sides of Utah County is an economic necessity. The UDOT budget demands preclude the state from including the causeway in its immediate and short range planning because current projects have UDOT spent out to and beyond the years of 2030.

Additionally the causeway would serve as a much needed emergency travel access from one side of the lake to the other. It currently takes Questar Gas in excess of two hours, after getting mobilized, to get to the west side of Utah Lake, because of current traffic congestion (see attachment "E").

Council Member Linford suggested budgeting for laptops in the next fiscal year. The Council Members were in agreement.

Council Member Linford reported Representative Painter had contacts with regards to funding for the Wastewater Project. J-U-B Engineering will be given the information.

Council Member Green questioned whose responsibility it was to maintain Main Street and Highland Drive. City Planner Marker will gather the information and report back to the Mayor and Council.

Council Member Green requested having the equipment i.e. the new projector labeled and inventoried.

It was reported the construction of the Court his moving along nicely. There isn't a move-in date as of yet.

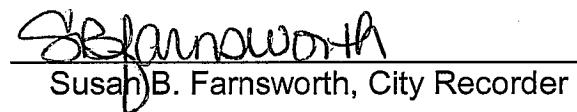
EXECUTIVE SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)
Nothing

ADJOURNMENT

At 8:55 pm Council Member Green moved to adjourn. Council Member Linford seconded the motion. Council Members Askerlund, Green, and Linford voted in the affirmative.

Approved on January 2, 2008.


James E. DeGraffenried, Mayor


Susan B. Farnsworth, City Recorder



CLOSED EXECUTIVE SESSION AFFIDAVIT

I, James DeGraffenried, Mayor of Santaquin City, do hereby certify that the Executives Session held on December 19, 2007 was called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property.


James DeGraffenried, Mayor

12/19/07
Date

**RINEHART
& FETZER**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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50 WEST BROADWAY

SALT LAKE CITY, UTAH 84101

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December 19, 2007

VIA U.S. MAIL

Santaquin City
City Council
Planning Commission
45 West 100 South
Santaquin, UT 84655

RE: Reagan Outdoor Advertising - Opposition to Enactment

Dear Council Members and Planning Commissioners:

This letter and attachments is submitted by Reagan Outdoor Advertising ("ROA") to oppose enactment of the proposed ordinance limiting illumination of billboards. The proposed ordinance is especially objectionable to ROA because the ordinance not only subjects ROA to serious limitations imposed on all billboards, but specifically targets ROA's billboards to unequal treatment affecting ROA only. The proposed ordinance does this based upon reasoning that does not stand up under careful scrutiny—reasoning that can only be termed arbitrary and capricious and not even reasonably debatable.

I.

**THE PROPOSED NEW ORDINANCE WOULD COMPOUND PREVIOUS
VIOLATIONS OF THE LAW**

The Memorandum prepared by City Planner Dennis Marker dated December 7, 2007 (hereafter the "Marker Memo", copy attached as exhibit "A") states that "The Lighting requirements not allowing illumination of billboards already un-illuminated would affect 5 billboards located along I-15 near 900 South (aka the Ahlin Property)." These five billboards Mr. Marker is referring to belong to ROA and are located pursuant to a Perpetual Easement Agreement granted by the Ahlins. A copy the Perpetual Easement Agreement for one of the signs is attached hereto as exhibit "B". Identical Perpetual Easement Agreements exist for each of the other four signs.

The Marker Memo indicates that one of the three objectives of the proposed ordinance is "to limit the impacts of a commercial use, i.e. billboards, on adjacent residential properties and

future developments.” (Marker Memo, P. 4.) The Memo specifically mentions the impact of future development on the Ahlin property where, according to the Memo over “400 homes will be constructed as part of the Foothill Village Development.” (See Photos attached to Marker Memo.)

In approving the residential development of the Ahlin Property to the detriment of the commercial use “i.e. billboards” (Marker Memo, P. 4) both the City and the Ahlin’s successor in interest (“the developer”) have acted illegally, in violation of State law and of the Perpetual Easement Agreement.

The Perpetual Easement Agreement signed by the Ahlins provides for at least four things that are vital to the present discussion. They are:

1. ROA has a perpetual easement to the west 160 feet of the Ahlin property for the purposes of “installing, replacing, servicing, owning, removing, constructing, operating, developing, maintaining, buying and selling the Signs and advertising on the Signs and for other outdoor advertising purposes, and for all related purposes.”
2. ROA’s billboards and commercial uses have clear priority over any residential development on the Ahlin property including those portions not within the 160 foot easement. Under the Agreement, developer is only allowed to “**rezone eastern portions of the property in order to increase the number of residential lots into which the Property can be developed, as long as by doing so the [developer] does not interfere in any way with [ROA’s] continued use and commercial benefit of and from the Easement.**”
3. One of the clear and continued uses and benefits of and from the Easement is ROA’s right to illuminate its signs, *even if such illumination means that residential development must be limited.* This can be seen not only from the portion of the Agreement quoted in item 2 above, but from Paragraph 3 of the Agreement which states that “the Easement shall entitle [ROA] to install and maintain on the Easement and on the Property all utilities that are necessary or desirable to operate and/or service the Signs. In utilizing the Easement, [Developer] further agrees to allow Reagan to obtain, tap into and use any source of electrical power on or from any

location on the Property, for the purpose of providing electricity to the Signs on the Property..."

4. The Perpetual Easement Agreement was signed by the Ahlins and was recorded so as to burden all of the Ahlin property in the manner stated, and so as to be binding upon all subsequent property owners including the current developers.

Subsequent to the execution of the Perpetual Easement Agreement, the current developers applied to rezone the Ahlin property to allow a greater density of residential development. The application not only included the eastern portion of the Ahlin property, but also the Western 160 feet where ROA has its easement. When the City granted the rezone, the ROA signs became nonconforming under the Santaquin zoning ordinance. By applying for a rezone that would make ROA's signs nonconforming, the developer violated the requirements of the Perpetual Easement Agreement which prohibit the developer from taking "any actions which would reduce or curtail the effectiveness of the use of the Property for the purposes of the easement." Unfortunately, the City of Santaquin aided and abetted the developer in its breach of the agreement by failing to give ROA notice of the proposed rezone as required by Section 72-7-506 (2)(b) of the Utah Code. This Section states:

"any county, municipality, or governmental entity shall, upon written request, give reasonably timely written notice to all outdoor advertising permit holders within its jurisdiction of any change or proposed change to the outdoor or off-premise advertising provisions of its zoning provisions, codes or ordinances."

ROA has repeatedly given Santaquin City written requests for notice of any changes to its zoning ordinances that would impact its rights under the code. By failing to give ROA notice of the proposed rezone, ROA's rights were violated. Now it appears that the City wants to use the improperly enacted rezone as a bootstrap to provide the rationale for barring ROA from illuminating its signs. It seems that at least one remedy for this violation should be damages awarded to ROA for the loss of revenue because the wrongfully approved residential development made it so ROA couldn't illuminate its signs.

Overall, we find it very disturbing that after the City granted the rezone in violation of Reagan's rights, it would use the improperly granted residential rezone as the rationale to limit Reagan's rights to illuminate its signs.

The proposed ordinance is even more disturbing given the history of this matter. In 2004, when these signs were under consideration for a height variance, Guy Larson of ROA discussed the planned illumination of the signs with the Mayor and other city officials. Mr. Larson says

during driving tours of the signs, the Mayor specifically considered how the signs would appear at night from his own house and from other points in the City. ROA tells me that one of the reasons the City demanded the signs be lowered from their original height is because the signs would be illuminated as soon as the power line caught up to the property.

In this regard, we note that ROA has never dropped its claim that the height restrictions of the current ordinance were improperly noticed and the ordinance is void *ab initio*. If Santaquin now restricts ROA's rights to illuminate its signs (a right upon which ROA relied when it lowered the signs), ROA will revert to its previous position and pursue legal action to void the current ordinance and raise the signs to the highest limits allowed by State law.

If the current ordinance is enacted, ROA will also pursue a claim that Santaquin City tortuously interfered with ROA's contractual rights with the Ahlins and their successors by granting an application using improper means (failure to give notice and grant due process) and for an improper purpose (using future residential development as grounds for enactment of an ordinance designed to limit Reagan's rights to illuminate its signs). ROA will also pursue legal action to nullify both the current sign ordinance and the rezone of the Ahlin property. After the ordinances are declared void, Reagan will raise its signs to the highest level allowed by State Law and will pursue a court declaration that the signs may be illuminated.

In summary, if the City is concerned about lighting interfering with residential uses, then it cannot and should not allow the residential. The signs were here first and were approved by the City and the Property Owner (with lighting) before any application was made for residential zoning.

II.

THE CURRENT ORDINANCE SUFFICIENTLY REGULATES SIGN ILLUMINATION

The Marker Memo states that the proposed ordinance will "protect the night time character of the City as an agricultural and family oriented community from the glare and light spill typically associated with illuminated billboard advertising." The current Santaquin ordinance states that "The light from the illumination of signs shall be carefully directed so that the light is not obtrusive or a nuisance to adjacent properties particularly residential areas." (Ord. 2-01-2002, 2-5-2002 eff. 2-5-2002). All of the ROA Billboards are on Interstate 15, the most traveled highway in the State of Utah. Nothing is ever going to make the highway itself "rural" in nature. Automobiles and trucks will continue, with their lights shining up and down the Interstate at all hours of the night. However, at such time as ROA illuminates its signs, it will be

subject to the current ordinance and to State law that regulates billboard lighting and mandates that lights be "carefully directed" so as to not be "obtrusive" or a "nuisance."¹

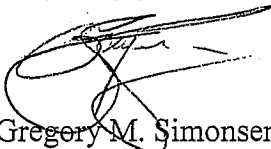
ROA also questions whether darkness along the interstate makes a community more family oriented as suggested by the Marker Memo.

III.

SANTAQUIN CITY HAS BENEFITTED FROM ROA'S SIGNS

At last week's planning commission hearing, one of the planning commissioners asked about any tax benefits the City receives from billboards. Later, this same commissioner said he was voting to give a favorable recommendation for the proposed ordinance because he could see no benefits to the City for billboards. ROA does not believe that evaluation of tax revenue or other benefit to the City is a proper criteria for evaluation of a land use decision. In general, property owners should be able to use their property as they see fit, subject only to properly exercised police powers. Nevertheless, Santaquin City should be reminded that it has received many thousands of dollars worth of free advertising on ROA's signs. Indeed, Santaquin City has received more free advertising from ROA than any other City ever has received. Presumably this has rendered some significant benefit to the City.

Very truly yours,



Gregory M. Simonsen

GMS/st

Encl.

cc: Reagan Outdoor Advertising
Brett B. Rich

¹ Utah Administrative Rule 933.5 states the following with respect to billboard lighting: Signs may be illuminated, subject to the following restrictions:

1. Signs which contain, include, or are illuminated by any flashing, intermittent, or moving light or lights are prohibited, except those giving public service information such as time, date, temperature, weather, or similar information.
2. Signs which are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled way of the highway and which are of such intensity or brilliance as to cause glare or to impair the vision of the driver of any motor vehicle, or which otherwise interfere with any driver's operation of a motor vehicle are prohibited.

Exhibit “A”



**A Community Prospering
in Country Living**
(Agriculture, Equestrian, Recreation)

MEMORANDUM

December 7, 2007

To: Planning Commission
From: Dennis Marker, City Planner
RE: Code Amendment regarding Billboard location and lighting standards CA#07-07

Background:

During the November 30, 2007 City Council work session, staff was directed by the Council to prepare a code amendment that would limit the amount of illumination that could be on outdoor advertising devices (aka billboards). The discussion also included eliminating the possibility of future billboards in the City. Staff has prepared the attached amendment to the Santaquin City Code, Section 10-13 Sign Regulations, in response to the Council's request (See Exhibit A). The main section that is being modified is §10-13-8.F.

As staff reviewed the ordinances pertaining to signs it was also noted that the single sign term found in Title 10-2 Definitions referred to Title 10-13 for definitions of signs. There are no definitions found in Title 10-13. As such, a new section, §10-13-16, is proposed, which would include definitions and terms utilized within the City's sign ordinance and pertaining to the above amendment.

Analysis:

The City's Land Use and Development Management Code states that amendments shall only be granted "to more fully carry out the intent and purpose of the general plan of the city and of this title [Title 10]." The following is a discussion of the applicability of the General Plan Goals and Policies as well as language in Title 10.

GENERAL PLAN REVIEW

The Santaquin City General Plan: A Community Prospering in Country Living, was adopted May 2, 2007. The vision statement for the City is

To provide a small-town atmosphere with well-planned and organized growth, a family oriented, clean, fun and friendly community that is a great place to live, a crossroads for

southern Utah County characterized by its agricultural heritage, good parks and recreation facilities and a strong business tax base.

The Land use element of the Plan lists the following guidelines, goals, and policies that are pertinent to this amendment (emphasis added).

Guideline 1 The identity of Santaquin should be strengthened by land uses which contribute to the unique character of the community.

Guideline 12 Land use patterns should be encouraged that reduce travel distances for employment and essential services, limit pollution, allow for alternative modes of transportation, and conserve energy.

Residential Goal 1 To provide for residential areas in Santaquin that support and complement the unique rural quality and characteristics of the city.

Policy 1 Establish adequate buffering and screening methods where uses of higher intensity abut lower intensity uses, e.g. commercial or industrial development including parking and service areas to single family residential, single family residential to agricultural.

Commercial Goal 1 To establish quality commercial areas which will provide desirable goods and services for local residents and enhance the City's sales and property tax revenues.

Policy 4 Carefully limit any negative impacts of commercial facilities on neighboring land-use areas, particularly residential development.

Policy 5 Formulate thoughtful commercial site design and development standards to express the desired overall image and identity as outlined in the Community Vision Statement.

Many elements of the General discuss maintaining a rural quality and character of Santaquin. Much of this character is due to the close range and views of public lands such as the Uinta National Forest, Nebo Wilderness Area, and State of Utah Elk Range Management areas. Within Santaquin motorists can view from Interstate 15 (I-15) a majority of the Utah County valley, picturesque orchards, Utah Lake as well as the many acres of agricultural lands. There are many locations within Santaquin and along its major roads that the natural beauties of the area can be seen. The erection of billboard signs, which can be 25 feet in height with advertisements 14 feet tall by 40 feet wide, blocks opportunities to enjoy the rural quality and character of Santaquin.

When President Lyndon B. Johnson signed the Highway Beautification Act, Public Law 89-285, on October 22, 1965. The first section of the law set forth the basic program objectives: "The erection and maintenance of outdoor advertising signs, displays, and devices in areas adjacent to the Interstate System and the primary system should be controlled in order to protect the public investment in such highways, to promote the safety and recreational value of public travel, and to preserve natural beauty."(<http://www.fhwa.dot.gov/realestate/oacprog.htm#OACP>) Even the existing

billboards within the City block or distract from those natural beauties around Santaquin (See Exhibit B: Pictures of Billboards in Santaquin).

The City's vision statement also seeks to maintain a small town atmosphere, being clean, family oriented, etc. One of the concerns that are often received by the City staff is that residents want to continue to see the Milky Way and stars at night. This is part of the rural character and beauty of Santaquin. Residents recognize that increased housing and commercial activity, with the associated lighting, may limit that in the future. The light spill of billboards does play a role in this (e.g. At night, the northern most illuminated sign in the City can be seen from over 1 mile away if traveling southbound on I-15. The southern most illuminated sign, near the Sunroc Pit, can be seen from almost 3 miles away if traveling north bound on I-15).

Lighting concerns have been addressed for other commercial uses in the City when site lighting standards were adopted into Title 10-14-7. It states, "Any lighting used to illuminate off street parking facilities or vehicle sales areas shall be so arranged as to reflect the light away from the adjoining premises and streets and fully shielded and directed downward." These standards serve to limit glare, distractions or visual impairment of night time motorists. They also reduce the visual and light impacts on adjacent residential properties if any. City standards need to reduce the impacts of pollution, including light pollution from "higher intensity uses" on adjacent and surrounding properties during night hours.

As housing continues to be developed around ~~these signs the negative impacts of these signs will be more prevalent upon future City residents.~~ Out of the 14 billboards currently in the City half are located in residential zones. Four of the remaining signs are located in the R-C zone which also allows housing within it. Property values, visual impacts to home owners and the City, and light pollution that will occur onto residential properties are all a concern.

The City's sign ordinance also addresses the impacts of signage on the character and aesthetics of the community. The purpose for the sign regulations are as follows:

It is the purpose of this chapter to regulate signs and to authorize the use of signs that are compatible with their surroundings, are legible under the circumstances in which they are seen, are effective in indexing the environment, are conducive to promoting traffic safety and the convenience and enjoyment of public travel by preventing visual distraction, protecting pedestrians, attracting tourists to the city, preserving and enhancing property values, establishing first class business and commercial districts, and eliminating fire hazards.

It is also the intention and purpose of this chapter to promote short and long term civic beauty and order by establishing standards and regulations for sign design, location, size, type, compatibility, and aesthetics. By doing so it is hoped that this chapter will help to create streetscapes that are functional and attractive to both residents of Santaquin City as well as visitors.

State Land Use Laws. State law states that municipalities may enact "ordinances, resolutions, and rules pertaining to density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and

building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law" (UAC 10-9a-102(2)). It also states that such ordinances shall be for the purpose of "providing for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses..."(UAC 10-9a-102(1)).

The proposed ordinance provides the City with a means of effecting the above purposes outlined in State law. It also provides for the implementation of the city's goals and policies outlined within the adopted General Plan. The purposes of the City's sign ordinance are also being adhered to.

The proposed regulations accomplish the following:

- Promote the "rural character" of the City by limiting the impacts of urban uses such as billboards on the aesthetics of the community.
- Establish standards to limit the impacts of a commercial use, i.e. billboards, on adjacent residential properties and future developments.
- Protect the night time character of the City as an agricultural and family oriented community from the glare and light spill typically associated with illuminated billboard advertising.

The City also recognizes the need to limit its own impacts on residential neighborhoods and the citizens while still providing for their safety and well-being. This is evidenced in part by the approved street light standards being utilized, which require vertical and house side shielding, limited wattage of luminaries, and aesthetic considerations. The City is also evaluating the amounts of public signage needed in neighborhoods.

Affect and Non-conforming Uses

The proposed language would make all existing legal billboards non-conforming uses by existence within the City. The regulation of legal non-conforming billboards is addressed heavily by State Law (See Utah State Code, §10-9a attached)

The Lighting requirements not allowing illumination of billboards already un-illuminated would affect 5 billboards located along I-15 near 900 South (aka the Ahlin property). All other billboards are equipped with illumination but may not have the lights turned on all the time. The proposed lighting would still enable these signs to be illuminated during the hours of most traffic volume along I-15 through Santaquin City.

Public Notice

Each of the billboard companies was notified of a pending ordinance change that would affect the lighting of their signs (See attached list of billboard owners). One representative from the CBS marketing group expressed that an 11:00 PM cutoff time was strict. She shared that 1:00 am to 6:00 am was the limited time where she was located, near Denver, CO.

10-13-8 Signs that Require a Permit is amended as follows:

Bolded text is added, Text with strikeouts is being removed.

F. Off Premises Billboard Signs: Off premises billboard signs shall be permitted only as provided for in this subsection F.

1. Limits On The Number Of Billboards: **No Billboards are allowed within Santaquin City Limits. The following shall still apply to all legal non-conforming Billboards within the City:**~~The maximum number of billboard signs permitted within the city at any one time shall be as follows:~~
 - a. ~~Billboards Within The C 1 Zone: The maximum number of billboard signs allowed within the C 1 zone shall be fourteen (14).~~
 - b. ~~Billboards Within The C 2 Zone: The maximum number of billboard signs allowed within the C 2 zone shall be zero.~~
 - c. ~~Billboards Within The I 1 Zone: The maximum number of billboard signs allowed within the I 1 zone shall be zero.~~
 - d. **a. Billboards Within Residential Zones: Billboard signs shall not be permitted within any zone in which residential uses are permitted including zones allowing Mixed-Use Developments.**
 - e. **b. Spacing: No billboard shall be erected within five hundred feet (500') of another existing billboard sign.**
2. Sign Construction: All off premises signs shall be of a monopole construction.
3. Size: The maximum size of billboard signs shall be as follows:
 - a. I-15 Corridor: Billboard signs located within one hundred feet (100') of the I-15 right of way and which are oriented to I-15 traffic shall be a maximum of fourteen feet by forty eight feet (14' x 48').
 - b. Other Signs: All billboard signs which are located more than one hundred feet (100') from the I-15 right of way shall be a maximum of twelve feet by twenty four feet (12' x 24').
 - c. Height: Maximum height of billboard signs shall be twenty five feet (25') to the highest point of the hagle above the grade of the traveled way of the right of way it fronts, as measured from the elevation of the roadway on the same side as the billboard at a point perpendicular to the roadway.

4. Lighting:

- a. Any existing Billboards which are not illuminated by artificial means, during the hours of sunset to sunrise, shall hereafter remain un-illuminated. New Billboards shall also be un-illuminated.
 - b. Any existing Billboards which can be illuminated by artificial means shall not be illuminated between the hours of 11:00 P.M. and 6:00 A.M.
4. ~~Priority Of Applications: In the event that a billboard sign is removed which creates the availability for a new sign to be constructed, the owner of the removed sign shall have the first right to construct a new billboard within the same zone, whether on the same site or on another site. In the event the owner of an existing billboard which has been removed does not submit a building permit application to the city for the construction of a new billboard within thirty (30) days of the removal of the previous billboard, the owner's priority right to construction of a new billboard, as outlined in this section, shall be considered to be waived by the owner. All new sign permit requests shall be considered on a first come, first serve basis with no permit being accepted prior to the date of removal of an existing billboard sign.~~
5. ~~Zones To Be Considered Separately Relocation of Billboards: When considering the construction of new billboard sign, the provisions within the individual zoning classifications shall be considered independent and unrelated to each other. If a billboard owner desires to remove a billboard in favor of constructing a billboard in another zone location, the resulting application shall be considered as a new permit request rather than being given priority according to this subsection F. subject to all provisions of this and Utah State code.~~
6. Applications For New Billboards: No billboard, whether new construction or relocation, shall be constructed until the owner has obtained a Santaquin City building permit and paid all applicable fees. ~~In the event there is no availability for new billboard construction within a zone in which billboards are permitted, building permits for new billboard construction shall not be accepted by the city until the city has issued an official date of availability. That date shall be the date of city receipt of written notice from the owner of an existing billboard that the billboard owner has no desire to construct a new billboard on the same or other location within the same zone of the city; or the date of expiration of the billboard owner's right of priority, as described in this subsection F.~~ All building permit applications submitted for new billboard construction shall be valid for a period of **one-year six calendar months** from the date of submission.
7. Construction Standards: All billboard applications shall comply with the international building code or its adopted successor, this code, as amended, and the national electrical code, or its adopted successor, as applicable. All billboards shall be constructed in accordance with these codes.

Exhibit A: Proposed Language

Page 3 of 4

8. Other Provisions: All other aspects of billboard placement and design shall be adhered to as provided in the Utah state code. In the event a particular aspect of billboard placement or design is not addressed in the Utah state code, the city council shall hereby be assigned to hear the issue in a public meeting and render a binding decision in a timely manner.

Title 10-13-16: Definitions: is created and adopted to read as follows

In this chapter, it is the intent of the City Council to define certain words and phrases in order that they may be understood when used in other sections of this code. Words used in the present tense include the future; the singular includes the plural and the plural the singular. Further questions concerning definitions as defined in this chapter shall be referred to the zoning administrator, or other authorized officer. The following terms, as defined, shall apply as such throughout these sign regulations:

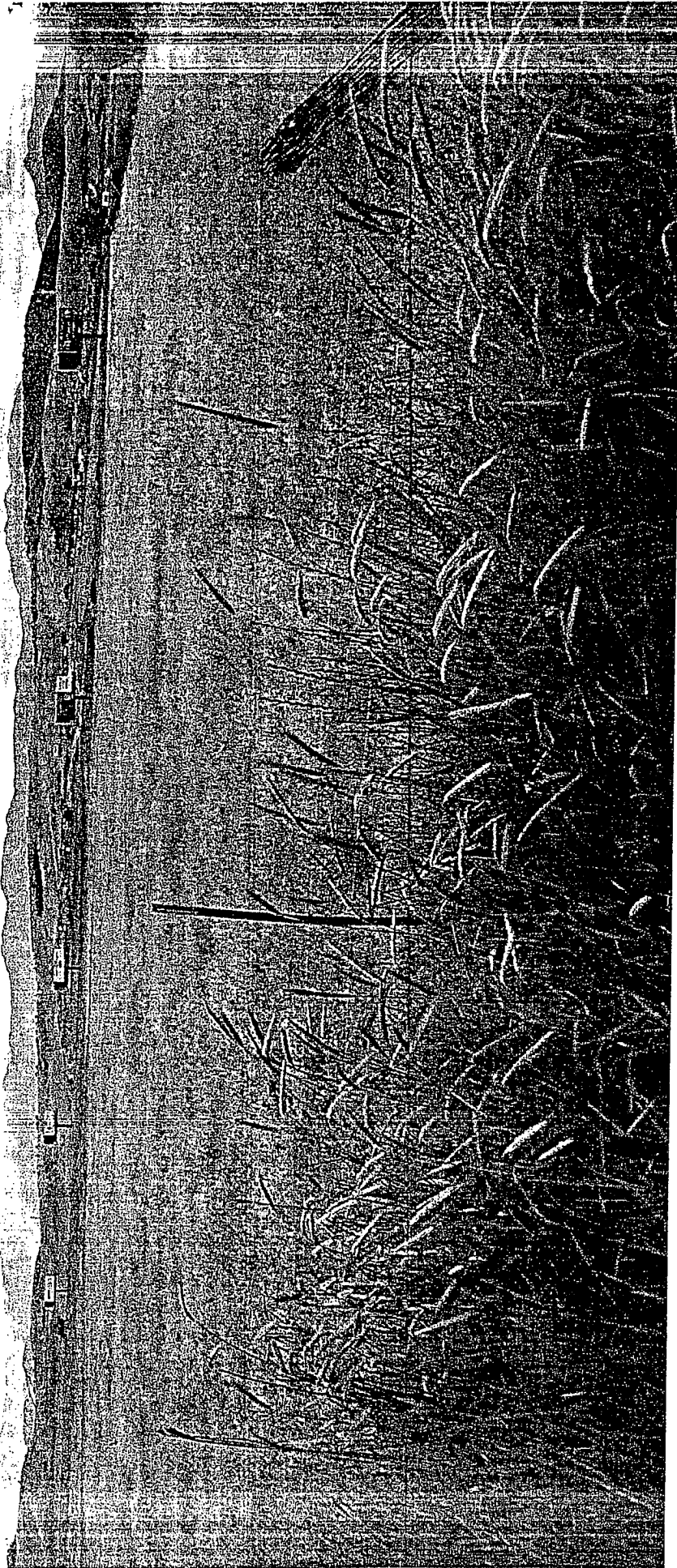
(Note to Codifiers: table format of definitions is utilized for ease of reading. Codified terms should have consistent formatting with currently adopted terms and definitions.)

Term	Definition
Sign	Every message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product, or service. The definition of sign shall include all flags of any type. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments or other features used to draw the attention of observers.
Abandoned Sign	A sign which no longer correctly directs or influences any person, advertises a bona fide business, lessor, owner, product or activity conducted or available. Such signs may also be a Non-Maintained Sign.
Sign Area	The area of a sign that is used for display purposes, excluding the minimum frame and supports and as further detailed in these sign regulations.
Billboard	A Freestanding Sign, usually having more than 32 square feet of sign area, and which may be owned by a commercial company which rents or leases use of the sign for advertising purposes.
Free-Standing (or Pole) Sign	A sign vertically supported by a fixed permanent form or support(s) in the ground.
Ground (or Monument) Sign	A low sign where the extent of the sign surface is attached to the ground or a foundation in the ground, and where there are no poles, braces, or other visible means of support other than attachment to the ground.
Hazardous Sign	A sign constituting a hazard to public safety because it no longer meets the lateral and/or vertical loads requirements, or no longer meets the applicable wiring and installation standards of the City adopted codes.

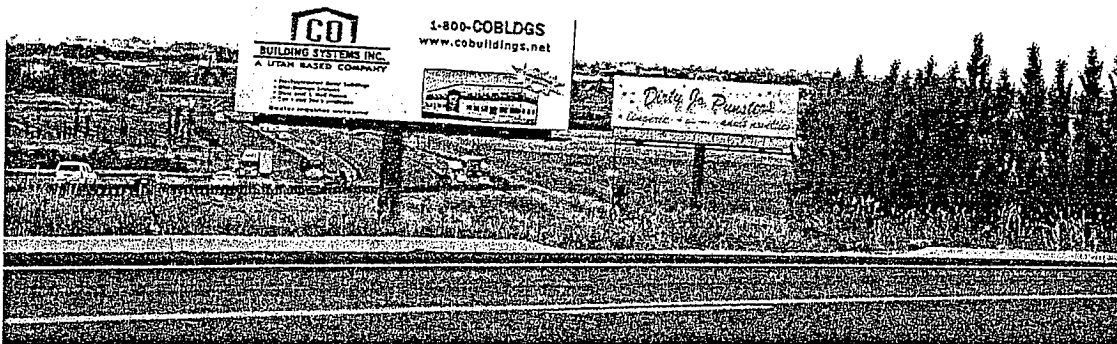
Exhibit A: Proposed Language

Page 4 of 4

Illegal Sign	Any sign which does not conform to the regulations of the Santaquin City Code as currently adopted or as adopted at the time of construction.
Illuminated Sign	A sign which has characters, letters, figures, designs, background, or outlines illuminated by electric lights or luminous tubes as part of the sign proper.
Nonconforming Sign,	A sign, sign structure or portion thereof lawfully existing at the time this Code became effective, which does not conform to all applicable regulations prescribed herein.
Non-maintained Sign	A sign which, due to lack of repair, cleaning, painting, oiling, or changing of light bulbs has become deteriorated or non-functional.
Off-Premise Sign	An advertising sign which directs attention to a site, product, commodity, or services not related to the premises on which it is erected. This may include Billboards.
Sign, On-Premise	A sign which directs attention to a business, commodity, product, use, service or other activity which is sold, offered or conducted on the premises upon which the sign is located.
Permanent Sign	Any sign which is not temporary by definition. And intended to be displayed for more than 60 consecutive days.
Temporary Sign	A banner, pennant, valance or advertising display constructed of paper, cloth, canvas, fabric, cardboard, wall board or other materials, with or without frames, intended to be displayed in or out of doors for a short period of time; shall include political signs, special events signs, special business promotions, mobile signs, banners, wind signs, portable signs, and inflatables.
Wall Sign	A sign that is mounted to or painted on a building wall or its facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.



View of Long Ridge Mountain across the Ahlin property (looking south). The Ahlin property will have over 400 homes constructed on it as part of the Foothill Village Development



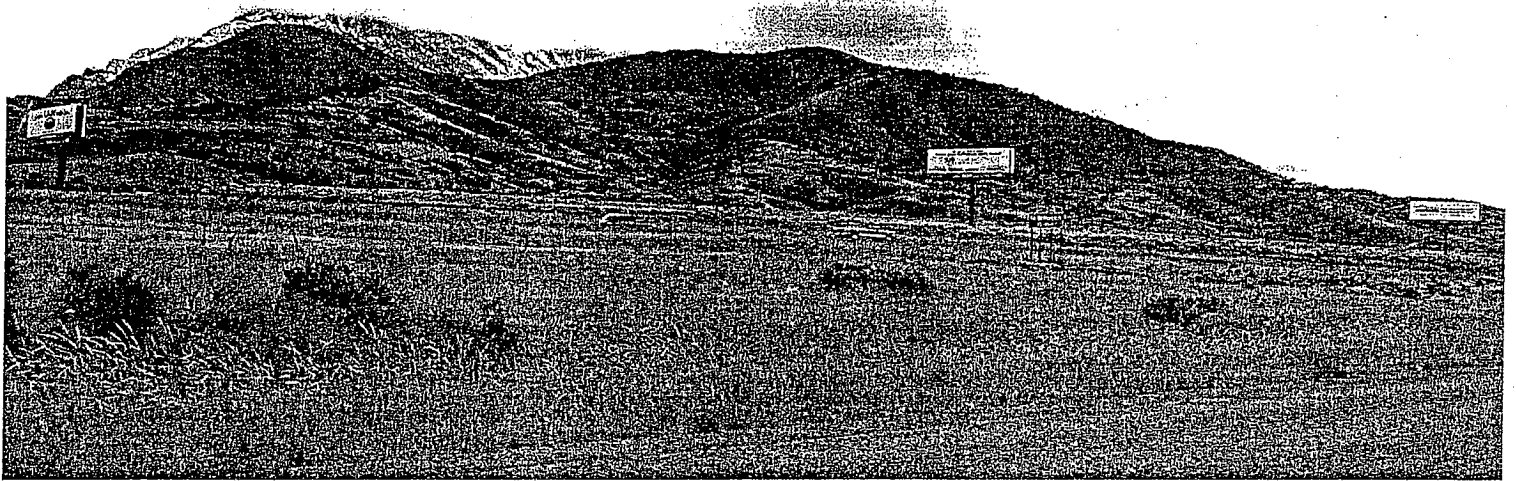
Views of Utah County valley from Highway 198
(looking north)



View of billboard at 300 East and Highland Drive
adjacent to residential homes (looking south)



View of east side of Highland Drive looking south from 300 East.



View of Elk Range Management Area (above) and
Santaquin Canyon (below) from west side of I-15



Exhibit B

Exhibit “B”

#437

I CERTIFY THIS TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL ISSUED BY FIRST
AMERICAN TITLE CO.

X _____

WHEN RECORDED PLEASE RETURN TO:**ATTENTION REAL ESTATE MANAGER
REAGAN OUTDOOR ADVERTISING**1775 N. Warm Springs Rd.
Salt Lake City, UT 84116

PERPETUAL EASEMENT AGREEMENT
(Parcel 32-017-100, Billboard 5)

This **PERPETUAL EASEMENT AGREEMENT** is made and entered into as of the 12th day of November, 2004, by and between **AHLIN A BAR RANCH, L.C.**, a Utah limited liability company ("Grantor"), and **R.O.A. GENERAL, INC.**, d/b/a Reagan Outdoor Advertising, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties."

RECITALS

A. Grantor is the owner of certain Property located in the City of Santaquin, Utah County, Utah (the "Property"). The Property is known as Parcel 32-017-100. The Sign on the Property is known as Billboard 5.

B. Grantee is the owner of one or more outdoor advertising signs and supporting structures, devices, connections, appurtenances and replacements related thereto (collectively, the "Signs") located on the Property and on adjoining property (parcels 32-017-44, 32-017-45 and 32-017-46).

C. Grantor desires to grant Grantee an easement (the "Easement") across the westernmost 160 feet of the Property. The Easement affects and covers the entire westernmost 160 feet of the Property. The purpose of the Easement is to allow Grantee and Grantee's contractors, representatives, employees, agents, etc. to have and to exercise access to and use of the westernmost 160 feet of the Property for the purposes of installing, replacing, servicing, owning, replacing, removing, constructing, operating, maintaining, buying and selling the Signs and advertising on the Signs and for providing Grantee with access to Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46 and for other outdoor advertising purposes, and for all related purposes. A legal description of the real property that is subject to the Easement is attached hereto as Exhibit A.

TERMS OF AGREEMENT

Therefore, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual easement on and over the westernmost 160 feet of the Property for the purposes of allowing Grantee and Grantee's contractors, representatives, employees, agents, etc. to have and to exercise access and use of the westernmost 160 feet of the Property for the purposes of installing, replacing, servicing, owning, replacing, removing, constructing, operating, developing, maintaining, buying and selling the Signs and advertising on the Signs and for other outdoor advertising purposes, and for all related purposes.

2. Entry Monuments. Provided they do not interfere in any way with remodeling, modifying, operating, removal or rebuilding of the Signs, or with the visibility of the Signs from I-15, access to or maintenance of the Signs on the Property and/or on parcels 32-017-44, 32-

017-45 and/or 32-017-46 in any way or with any other right of Grantee under this Agreement, Grantor shall be entitled to place entry monuments and similar directories on the Property for the purpose of informing the public of the identity of occupants of commercial office space located within the Property. Grantor shall also be entitled to construct commercial buildings on the Property affected by the Easement, as long as all such commercial buildings do not interfere with Grantee's access to the property covered by the Easement and as long as all such commercial buildings do not interfere in any way with the remodeling, modifying, operating, removal or rebuilding of the Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46, or with the visibility of the Signs from I-15, access to or maintenance of the Signs in anyway, or with any other right of Grantee under this Agreement, and as long as the rights of Grantor and all successors and assigns of Grantor are subject and subordinate at all times and in all respects to the rights of Grantee under this Agreement.

3. Construction Access, Utilities. Grantor shall take no action that would prevent Grantee's construction and maintenance trucks from crossing the Property to the Easement/Signs from a public street or streets or from Grantor's easements on and across property adjoining the Property (parcels 32-017-44, 32-017-45 and 32-017-46). ~~The Easement shall entitle Grantee to install and maintain on the Easement and on the Property all utilities that are necessary or desirable to operate and/or service the Signs. In utilizing the Easement, Grantor further agrees to allow Reagan to obtain, tap into and use any source of electrical power on or from any location on the Property, for the purpose of providing electricity to the Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46. Reagan shall do so at its own expense, and Reagan shall install any meters or wiring required to deliver electricity to the Signs at Reagan's expense. Grantor will keep gates to the Property closed while Grantee is on~~

the Property, and Grantee will close all such gates when Grantee leaves the Property. Grantor shall not be required to remove snow from the Property to allow Grantee to use the Easement.

4. Covenants of Grantor. Grantor hereby irrevocably covenants to allow the continued use of the Easement by Grantee and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Property for the purposes of the Easement. Without limiting the foregoing, Grantor agrees to refrain from doing any of the following:

(a) Installing or constructing buildings, fences, signs or any other structures that would obstruct the view or impair the visibility of any of the Signs from or along I-15 in any way or that would interfere with Grantee's commercial use of or access to the Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46 in any way.

(b) Planting, or allowing the growth of, trees, shrubs or other vegetation which would obstruct or impair, or over time grow to a height that would obstruct or impair, the visibility of any of the Signs from any surrounding street or freeway or obstruct or impair access thereto;

(c) Seeking to change zoning which would prohibit or impose restrictions on outdoor advertising on the Property. However, Grantor shall be entitled to rezone eastern portions of the Property in order to increase the number of residential lots into which the Property can be developed, as long as by doing so Grantor does not interfere in any way with Grantee's continued use and commercial benefit of and from the Easement;

(d) Contesting any variances, petitions or applications sought by Grantee relating to the use of the Property for outdoor advertising;

(e) Parking cars or allowing cars to be parked in such a way as to obstruct or impair access to any of the Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46 for maintenance, servicing, replacement or repair;

(f) Storing any items on the Property or allowing the accumulation of garbage on the Property such that accessibility to any of the Signs on the Property and/or on parcels 32-017-44, 32-017-45 and/or 32-017-46 is obstructed or impaired;

(g) Erecting any other signs on the Property which obstruct or impair the visibility of any of the Signs from any street or freeway or obstruct or impair access thereto, or erecting any other signs on the Property which advertise off-premises activities, whether or not such other signs obstruct or impair the visibility of any of the Signs;

(h) Interfering in any way with Grantee's continuing, remodeling, modifying, operating, removal or rebuilding of the Signs, or with the visibility of the Signs from I-15, access to or maintenance of the Signs; and/or

(i) Interfering in any way with Grantee's continued use of and commercial benefit from the Easement and all of the other rights of Grantee under this Agreement.

5. Grantee's Right to Remove Obstructions. Grantor hereby grants to Grantee the right to remove any obstructions on the Property to the visibility or access to any of the Signs, including without limitation the right to trim and remove trees, and to take such other actions as necessary to be able to operate, maintain, repair, replace and service the Signs.

6. Relocation. If, as a result of governmental action, administration or regulation or for any other reason, (a) any of the Signs are required to be relocated or (b) Grantee loses access to any or all of the Signs or the Easement for any reason or (c) Grantee loses access to Signs on the Property or on any property adjoining or located near the Property or any easement located on other real property in the vicinity of the Property for any reason, in each case in order for the Signs' purposes to be reasonably continued or for the purposes of Signs on property in the vicinity to be continued and for Grantee to continue to enjoy the purposes and benefits of the Easement, then, Grantee may relocate the Signs anywhere in the 160 westernmost feet of the Property or. Such relocation shall provide the same rights and benefits to Grantee as described herein, including without limitation the same rights of visibility from I-15 and access, ingress and egress from all adjacent streets and freeways.

7. Term. The Easement granted pursuant to this Agreement and the covenants of Grantor and all other terms hereof shall be perpetual. Grantee may terminate this Agreement at any time by giving Grantor thirty (30) days written notice.

8. Liens. Grantor represents and warrants to Grantee that (a) Grantor is the lawful owner of the Property; (b) the Property is not subject to any liens, mortgages, deeds of trust or other encumbrances; and (c) Grantee's rights pursuant to this Agreement shall be superior to any liens, mortgages, deeds of trust or other encumbrances placed or allowed to be placed against the Property

9. Successors and Assigns. This Agreement, including but not limited to the covenants of Grantor set forth in Section 2 above, shall constitute covenants running with the land and the Property, and shall be binding upon Grantor and Grantor's successors and assigns in and to the Property or any portion thereof, and the provisions hereof shall be specifically

enforceable against Grantor and its successors and assigns, regardless of whether such successors or assigns have actual notice of the provisions hereof. Without limiting the foregoing, Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon Grantor's breach, the Parties agree that no bond shall be required.

10. Condemnation. If all or any part of the Property affected by the Easement is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to do any one or more of the following: (a) to contest the condemnation; (b) to relocate the Sign or Signs and the Easement within any portion of the westernmost 160 feet of the Property, in the same manner as provided in Section 6 above; (c) to terminate this Agreement; (d) to receive compensation from the condemnor for the value of Grantee's interest in the Property and for the reduced value of Grantee's interest in the Property and in any Signs that are not acquired (whether located on the Property or not) which results from the acquisition or condemnation or threatened condemnation; and/or (e) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" for purposes of this Agreement shall include any transfer of possession, title or right relating to the Property, or any portion thereof, in favor of or for the benefit of any entity exercising the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

11. Assignment by Grantee. Grantor agrees that Grantee may transfer, sell or assign its rights under this Agreement in whole or in part to any person whomsoever without notice or compensation of any kind to Grantor. Upon any such assignment, the obligations of Grantee

hereunder shall be assumed by the transferee or assignee to the extent of the assigned rights or interest, and Grantee shall then have no further obligations to Grantor hereunder with respect to such assigned rights or interest. Without limiting the foregoing, Grantee may also, in Grantee's sole discretion, collaterally assign Grantee's rights hereunder to any lender. If Grantee does so, Grantor shall cooperate as reasonably required in providing estoppel certificates or other documents typically required in financings as reasonably requested by any such lender. Grantor hereby appoints Grantee as Grantor's attorney in fact for the purpose of taking any action, signing any instrument or documents and/or taking any other action that may be necessary or proper, in Grantee's discretion, for the carrying out of the purposes and intention of this Agreement. This authority of Grantee is a license coupled with an interest and is therefore irrevocable for as long as this Agreement remains in effect.

12. Rights of Grantee to Make Certain Payments. Grantor also grants unto Grantee the right (but not the obligation) to pay any taxes relating to the Property in order to prevent a tax sale thereof or to make any payments to prevent the foreclosure of any liens or encumbrances against the Property or to redeem the Property from same. In the event of payment of such taxes, liens or redemption by Grantee, Grantee shall be entitled to recover the amount of such taxes and other payments from Grantor, together with interest thereon at the higher interest rate of either twelve percent (12%) or five percent (5%) over and above the average ten-year Treasury Bill rate from the time of payment by Grantee until repayment thereof by Grantor. Grantee shall be entitled to enforce this Agreement against Grantor by seeking to recover damages and/or any amounts owed Grantee hereunder as permitted by applicable law. If Grantee prevents a foreclosure action or sale to satisfy liens or encumbrances on the Property by making any payment described above, or if Grantee redeems the Property there from, Grantee shall succeed

to all of the rights and interest of the original lienholder or person to whom the payment was made. Grantee shall have the same rights as the original lienholder or person to initiate a foreclosure of the Property to recover those payments made, including without limitation Grantee's costs, expenses, fees and attorneys' fees. The remedies afforded by this Section 12 shall not be exclusive and shall be in addition to any and all other remedies available to Grantee at law or in equity.

13. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. This Agreement may be recorded in the real property records of Utah County, Utah. The recitals above are part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

R.O.A. GENERAL, INC., d/b/a Reagan Outdoor
Advertising, a Utah corporation

Date: 11/12/04

By: Darryl Reagan for R.O.A.
Name: Darryl Reagan
Title: President

AHLIN A BAR RANCH, L.C., a Utah limited
liability company

Date: 11/17/04

By: Warren I Ahlin Manager
Name: THELMA AHLIN WARREN I AHLIN
Title: MANAGER

STATE OF UTAH)

: ss.

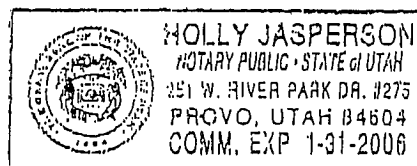
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 17th day of November, 2004, by
DEWEY A REAGAN, an individual residing in the State of Utah, as the authorized representative of
R.O.A. GENERAL, INC., d/b/a Reagan Outdoor Advertising. Said DEWEY A REAGAN
acknowledged before me that he executed the foregoing on behalf of R.O.A. GENERAL, INC.,
d/b/a Reagan Outdoor Advertising.

My Commission Expires: 01-31-2006

Holly Jaspersen
NOTARY PUBLIC

Residing at: Utah



STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by THELMA AHLIN
AND WARREN L. AHLIN, an individual residing in the State of Utah, as the authorized representative of
AHLIN A BAR RANCH, L.C., a Utah limited liability company. Said THELMA AHLIN AND WARREN
L. AHLIN acknowledged before me that they executed the foregoing on behalf of AHLIN A BAR RANCH,
L.C., a Utah limited liability company.

My Commission Expires:

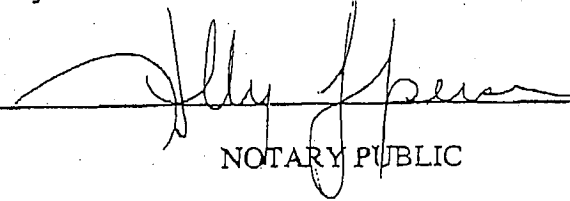
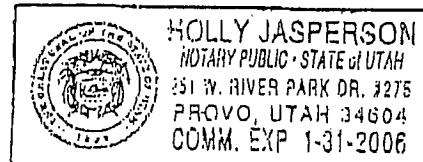

NOTARY PUBLICResiding at: Utah01-31-2006

EXHIBIT ALocation of the Easement

Commencing at a point located South $89^{\circ}25'29''$ West along the Section line 40.31 feet and North 1280.02 feet from the South quarter corner of Section 11, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along the arc of a 11,106.16 foot radius curve to the left 815.74 feet (chord bears South $38^{\circ}46'40''$ West 815.56 feet); thence West 198.71 feet; thence along the Easterly right-of-way of the I-15 frontage road the following two courses: along the arc of a 11,266.16 foot radius curve to the right 808.03 feet (chord bears North $38^{\circ}07'29''$ East 807.86 feet), North $89^{\circ}55'27''$ East 210.74 feet to the point of beginning.

PLANNING COMMISSION MINUTES

December 13, 2007 – Page 4

DRAFT

Code amendment regarding billboard location and lighting standards

Dennis Marker said the City Council, in a work session held November 30, 2007, had directed the staff to prepare a code amendment which would limit the amount of illumination on current City billboards and eliminate the possibility of adding future billboards. The general plan goals and policies include maintaining the rural quality and characteristics of the City, limiting impacts of commercial facilities, and assuring compatibility with adjacent land uses. The proposed code amendment would limit illumination on presently lit billboards to the hours between 6 a.m. and 11 p.m. Those billboards that do not presently have illumination would not be allowed to add lights, and no more billboards would be approved in the City. There are five billboards in the City which are not illuminated at this time.

Commissioner Chatterley asked if the illumination privileges would be transferred with a change in ownership. Mr. Marker indicated they would be. Commissioner Chatterley asked what could be done about light spillage, as new developments were planned for the areas around the billboards. Mr. Marker said that was one reason the City Council was looking at cutting hours of illumination.

Mr. Marker said legal counsel is still researching how this code amendment would impact billboards with existing lighting. Commissioner Greenhalgh asked if there was any tax benefit to the City in having billboards. Mr. Marker said if they are licensed in the City, some business tax is accrued.

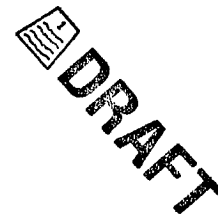
Commissioner Stringham asked why language was included in the amendment referring to new billboards, if no new billboards would be allowed. Mr. Marker said under State law, a billboard company can move a billboard if they wish. The City would consider the relocated sign a new billboard. Commissioner Chatterley asked if an illuminated billboard would retain its illumination privilege if it was moved. Mr. Marker said the illumination privilege would not be retained under the current draft of the amendment.

Guy Larsen addressed the Commission. Mr. Larsen said he was with Reagan Billboard Company and would like to address some issues with the proposed code amendment. He said the company had been asked to move signs by some cities. For example, West Jordan had asked that a sign be moved to accommodate a new fire line. Mr. Larsen said if a situation occurred where Santaquin City asked Reagan to move a sign, Reagan would be reluctant to move it if illumination privileges were lost. He said Reagan was not asking for a proliferation of signs, but would like to see a cap and replace policy adopted by the City. Mr. Larsen explained that a cap and replace policy allowed for a city to determine the maximum number of signs allowed, and if one is removed a replacement would be allowed.

Mr. Larsen said the five signs were placed four years ago and it was always planned that they would be illuminated. It was estimated at that time it would cost about \$60,000 to bring power to the signs because the line would have to go under the freeway, so Reagan was waiting for a developer to bring power closer. Mr. Larsen said he rode with every City Council member and the Mayor during that time and they talked about the signs. Under this code amendment Reagan would now not be able to illuminate the signs. Mr. Larsen said they want to work with the City, and asked that the code amendment be thought about some more.

PLANNING COMMISSION MINUTES

December 13, 2007 – Page 5

 DRAFT

Code amendment regarding billboard location and lighting standards, continued:

Greg Simonsen addressed the Commission. Mr. Simonsen said the memorandum concerning the billboard code amendment was not accurate, referencing Page 4, paragraph 2 under Affect and Non-conforming uses. He said the signs had received permits, then been relocated, were re-permitted, then approved for a variance on height. All the discussions involved lights on the billboards. Mr. Simonsen said the five Reagan billboards already had illumination capabilities installed, which the City had inspected and passed. He said the lighting was not a big secret. Mr. Simonsen said the company had applied for permits to hook up the lighting out of an abundance of caution, but he felt they already had approval under the original permits.

Mr. Simonsen said concern had been expressed in the report for future developments, referring to Exhibit B, a photograph of Long Ridge Mountain across the Ahlin property. The Ahlin property will have over 400 homes constructed on it as part of the Foothill Village development. Mr. Simonsen said when Reagan had leased the land from Ahlins it had not been zoned residential. The lease with Ahlins said that the signs would be illuminated, the lease was recorded, and notice provided to the land owners that Reagan had the right to illuminate the signs. Mr. Simonsen said he thought everyone understood illumination would be allowed. He said some owners choose to not turn on billboard lights, probably for economic reasons. He said Reagan had not turned on the lights not because they weren't permitted, but because they chose not to. Mr. Simonsen said he had spoken with City attorney Brett Rich and addressed these concerns with Mr. Rich. Mr. Simonsen said he will follow up with a letter.

Dennis Marker asked what the feelings were about limiting illumination from 11 p.m. to 6 a.m. Guy Larsen explained billboards generally use 18 hour or 24 hour illumination leases. Illumination hours include daylight hours. Sometimes companies will pay for 24 hour illumination to try and bring in truck drivers to a gas station, or a hotel, for example. Mr. Larsen said it would be easier to live with midnight rather than 11 p.m.

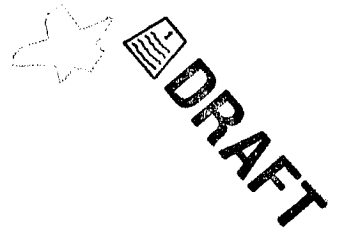
Mr. Marker said if the billboard owner requests relocation of a sign, then illumination privileges would not be retained, but if a move was initiated by the government, illumination rights would continue. Mr. Simonsen asked about times when a move was not required by government, but only desired, for instance if a City said the billboard was ugly and asked that it be moved. He suggested the City would like to have some leeway. Commissioner Chatterley asked who would pay for the billboard to be moved. Mr. Marker said it would depend on who initiated the move, and relocation would involve some negotiations. Mr. Simonsen said the billboards approaching Santaquin all advertised Nephi businesses, and the time would come when Santaquin would want to compete with Nephi and would be glad to have illuminated billboards.

Commissioner Stringham asked if there were any issues involved with changing the candlepower of the signs at different times of day. Mr. Marker said that would be another means of regulation that the City can look at. Mr. Larsen said that State and Federal regulations set the candle wattage, but he did not know if it could be decreased. Directional lighting was discussed. Mr. Larsen said all professional signs now used panel vision lights, which direct the light onto the billboard and block spillage.

Commissioner Greenhalgh said he did not see how billboards were any benefit to the city. Commissioner Haacke said the purpose of the amendment fit in with the general plan, to encourage a distinct type of community.

PLANNING COMMISSION MINUTES

December 13, 2007 – Page 6



Code amendment regarding billboard location and lighting standards, continued:

Commissioner John Chatterley made a motion to forward the code amendment regarding billboard location and lighting standards to the City Council with a positive recommendation. Layne Haacke seconded the motion.

The vote to forward the code amendment to the City Council with a positive recommendation was unanimous.

A joint public hearing with the City Council and the Planning Commission on the proposed code amendment will be held Wednesday, December 19, 2007.



**A Community Prospering
in Country Living**
(Agriculture, Equestrian, Recreation)

MEMORANDUM

December 7, 2007

To: Planning Commission
From: Dennis Marker, City Planner
RE: Code Amendment regarding Billboard location and lighting standards CA#07-07

Background:

During the November 30, 2007 City Council work session, staff was directed by the Council to prepare a code amendment that would limit the amount of illumination that could be on outdoor advertising devices (aka billboards). The discussion also included eliminating the possibility of future billboards in the City. Staff has prepared the attached amendment to the Santaquin City Code, Section 10-13 Sign Regulations, in response to the Council's request (See Exhibit A). The main section that is being modified is §10-13-8.F.

As staff reviewed the ordinances pertaining to signs it was also noted that the single sign term found in Title 10-2 Definitions referred to Title 10-13 for definitions of signs. There are no definitions found in Title 10-13. As such, a new section, §10-13-16, is proposed, which would include definitions and terms utilized within the City's sign ordinance and pertaining to the above amendment.

Analysis:

The City's Land Use and Development Management Code states that amendments shall only be granted "to more fully carry out the intent and purpose of the general plan of the city and of this title [Title 10]." The following is a discussion of the applicability of the General Plan Goals and Policies as well as language in Title 10.

GENERAL PLAN REVIEW

The Santaquin City General Plan: A Community Prospering in Country Living, was adopted May 2, 2007. The vision statement for the City is

To provide a small-town atmosphere with well-planned and organized growth, a family oriented, clean, fun and friendly community that is a great place to live, a crossroads for

southern Utah County characterized by its agricultural heritage, good parks and recreation facilities and a strong business tax base.

The Land use element of the Plan lists the following guidelines, goals, and policies that are pertinent to this amendment (emphasis added).

Guideline 1 The identity of Santaquin should be strengthened by land uses which contribute to the unique character of the community.

Guideline 12 Land use patterns should be encouraged that reduce travel distances for employment and essential services, limit pollution, allow for alternative modes of transportation, and conserve energy.

Residential Goal 1 To provide for residential areas in Santaquin that support and complement the unique rural quality and characteristics of the city.

Policy 1 Establish adequate buffering and screening methods where uses of higher intensity abut lower intensity uses, e.g. commercial or industrial development including parking and service areas to single family residential, single family residential to agricultural.

Commercial Goal 1 To establish quality commercial areas which will provide desirable goods and services for local residents and enhance the City's sales and property tax revenues.

Policy 4 Carefully limit any negative impacts of commercial facilities on neighboring land-use areas, particularly residential development.

Policy 5 Formulate thoughtful commercial site design and development standards to express the desired overall image and identity as outlined in the Community Vision Statement.

Many elements of the General discuss maintaining a rural quality and character of Santaquin. Much of this character is due to the close range and views of public lands such as the Uinta National Forest, Nebo Wilderness Area, and State of Utah Elk Range Management areas. Within Santaquin motorists can view from Interstate 15 (I-15) a majority of the Utah County valley, picturesque orchards, Utah Lake as well as the many acres of agricultural lands. There are many locations within Santaquin and along its major roads that the natural beauties of the area can be seen. The erection of billboard signs, which can be 25 feet in height with advertisements 14 feet tall by 40 feet wide, blocks opportunities to enjoy the rural quality and character of Santaquin.

When President Lyndon B. Johnson signed the Highway Beautification Act, Public Law 89-285, on October 22, 1965. The first section of the law set forth the basic program objectives: "The erection and maintenance of outdoor advertising signs, displays, and devices in areas adjacent to the Interstate System and the primary system should be controlled in order to protect the public investment in such highways, to promote the safety and recreational value of public travel, and to preserve natural beauty."(<http://www.fhwa.dot.gov/realestate/oacprog.htm#OACP>) Even the existing

billboards within the City block or distract from those natural beauties around Santaquin (See Exhibit B: Pictures of Billboards in Santaquin).

The City's vision statement also seeks to maintain a small town atmosphere, being clean, family oriented, etc. One of the concerns that are often received by the City staff is that residents want to continue to see the Milky Way and stars at night. This is part of the rural character and beauty of Santaquin. Residents recognize that increased housing and commercial activity, with the associated lighting, may limit that in the future. The light spill of billboards does play a role in this (e.g. At night, the northern most illuminated sign in the City can be seen from over 1 mile away if traveling southbound on I-15. The southern most illuminated sign, near the Sunroc Pit, can be seen from almost 3 miles away if traveling north bound on I-15).

Lighting concerns have been addressed for other commercial uses in the City when site lighting standards were adopted into Title 10-14-7. It states, "Any lighting used to illuminate off street parking facilities or vehicle sales areas shall be so arranged as to reflect the light away from the adjoining premises and streets and fully shielded and directed downward." These standards serve to limit glare, distractions or visual impairment of night time motorists. They also reduce the visual and light impacts on adjacent residential properties if any. City standards need to reduce the impacts of pollution, including light pollution from "higher intensity uses" on adjacent and surrounding properties during night hours.

As housing continues to be developed around these signs the negative impacts of these signs will be more prevalent upon future City residents. Out of the 14 billboards currently in the City half are located in residential zones. Four of the remaining signs are located in the R-C zone which also allows housing within it. Property values, visual impacts to home owners and the City, and light pollution that will occur onto residential properties are all a concern.

The City's sign ordinance also addresses the impacts of signage on the character and aesthetics of the community. The purpose for the sign regulations are as follows:

It is the purpose of this chapter to regulate signs and to authorize the use of signs that are compatible with their surroundings, are legible under the circumstances in which they are seen, are effective in indexing the environment, are conducive to promoting traffic safety and the convenience and enjoyment of public travel by preventing visual distraction, protecting pedestrians, attracting tourists to the city, preserving and enhancing property values, establishing first class business and commercial districts, and eliminating fire hazards.

It is also the intention and purpose of this chapter to promote short and long term civic beauty and order by establishing standards and regulations for sign design, location, size, type, compatibility, and aesthetics. By doing so it is hoped that this chapter will help to create streetscapes that are functional and attractive to both residents of Santaquin City as well as visitors.

State Land Use Laws. State law states that municipalities may enact "ordinances, resolutions, and rules pertaining to density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and

building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law” (UAC 10-9a-102(2)). It also states that such ordinances shall be for the purpose of “providing for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses. . .”(UAC 10-9a-102(1)).

The proposed ordinance provides the City with a means of effecting the above purposes outlined in State law. It also provides for the implementation of the city’s goals and policies outlined within the adopted General Plan. The purposes of the City’s sign ordinance are also being adhered to.

The proposed regulations accomplish the following:

- Promote the “rural character” of the City by limiting the impacts of urban uses such as billboards on the aesthetics of the community.
- Establish standards to limit the impacts of a commercial use, i.e. billboards, on adjacent residential properties and future developments.
- Protect the night time character of the City as an agricultural and family oriented community from the glare and light spill typically associated with illuminated billboard advertising.

The City also recognizes the need to limit its own impacts on residential neighborhoods and the citizens while still providing for their safety and well-being. This is evidenced in part by the approved street light standards being utilized, which require vertical and house side shielding, limited wattage of luminaries, and aesthetic considerations. The City is also evaluating the amounts of public signage needed in neighborhoods.

Affect and Non-conforming Uses

The proposed language would make all existing legal billboards non-conforming uses by existence within the City. The regulation of legal non-conforming billboards is addressed heavily by State Law (See Utah State Code, §10-9a attached)

The Lighting requirements not allowing illumination of billboards already un-illuminated would affect 5 billboards located along I-15 near 900 South (aka the Ahlin property). All other billboards are equipped with illumination but may not have the lights turned on all the time. The proposed lighting would still enable these signs to be illuminated during the hours of most traffic volume along I-15 through Santaquin City.

Public Notice

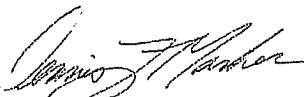
Each of the billboard companies was notified of a pending ordinance change that would affect the lighting of their signs (See attached list of billboard owners). One representative from the CBS marketing group expressed that an 11:00 PM cutoff time was strict. She shared that 1:00 am to 6:00 am was the limited time where she was located, near Denver, CO.

A joint Planning Commission/City Council public hearing on this item has been noticed in the Payson Chronicle for December 19, 2007. Notice of this meeting was included in the information sent to the billboard companies.

Recommendation:

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for adoption of the attached Billboard location and lighting standards based on the following findings:

1. State law also provides for City's to enact "ordinances and rules pertaining to density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law."
2. Billboards are not consistent with the rural character of Santaquin City, create visual distraction to motorists, can block visibility of the natural beauties around Santaquin, and when illuminated cause light pollution onto adjacent properties.
3. The proposed ordinance serves to limit the impacts in finding #2 as well as further the goals, objectives and policies of the City's General Plan adopted May 2, 2007 in that it serves
 - a. Promote the "rural character" of the City by limiting the impacts of urban uses such as billboards on the aesthetics of the community.
 - b. Establish standards to limit the impacts of a commercial use, i.e. billboards, on adjacent residential properties and future developments.
 - c. Protect the night time character of the City as an agricultural and family oriented community from the glare and light spill typically associated with illuminated billboard advertising.



Dennis L. Marker
City Planner

Exhibit A: Proposed Language

Page 1 of 4

10-13-8 Signs that Require a Permit is amended as follows:

Bolded text is added, Text with strikeouts is being removed.

F. Off Premises Billboard Signs: Off premises billboard signs shall be permitted only as provided for in this subsection F.

1. Limits On The Number Of Billboards: **No Billboards are allowed within Santaquin City Limits. The following shall still apply to all legal non-conforming Billboards within the City:**~~The maximum number of billboard signs permitted within the city at any one time shall be as follows:~~
 - a. ~~Billboards Within The C 1 Zone: The maximum number of billboard signs allowed within the C 1 zone shall be fourteen (14).~~
 - b. ~~Billboards Within The C 2 Zone: The maximum number of billboard signs allowed within the C 2 zone shall be zero.~~
 - c. ~~Billboards Within The I 1 Zone: The maximum number of billboard signs allowed within the I 1 zone shall be zero.~~
 - d. ~~a. Billboards Within Residential Zones: Billboard signs shall not be permitted within any zone in which residential uses are permitted~~ **including zones allowing Mixed-Use Developments.**
 - e. ~~b. Spacing: No billboard shall be erected within five hundred feet (500') of another existing billboard sign.~~
2. Sign Construction: All off premises signs shall be of a monopole construction.
3. Size: The maximum size of billboard signs shall be as follows:
 - a. I-15 Corridor: Billboard signs located within one hundred feet (100') of the I-15 right of way and which are oriented to I-15 traffic shall be a maximum of fourteen feet by forty eight feet (14' x 48').
 - b. Other Signs: All billboard signs which are located more than one hundred feet (100') from the I-15 right of way shall be a maximum of twelve feet by twenty four feet (12' x 24').
 - c. Height: Maximum height of billboard signs shall be twenty five feet (25') to the highest point of the haggie above the grade of the traveled way of the right of way it fronts, as measured from the elevation of the roadway on the same side as the billboard at a point perpendicular to the roadway.
4. Lighting:

- a. Any existing Billboards which are not illuminated by artificial means, during the hours of sunset to sunrise, shall hereafter remain un-illuminated. New Billboards shall also be un-illuminated.
 - b. Any existing Billboards which can be illuminated by artificial means shall not be illuminated between the hours of 11:00 P.M. and 6:00 A.M.
4. ~~Priority Of Applications: In the event that a billboard sign is removed which creates the availability for a new sign to be constructed, the owner of the removed sign shall have the first right to construct a new billboard within the same zone, whether on the same site or on another site. In the event the owner of an existing billboard which has been removed does not submit a building permit application to the city for the construction of a new billboard within thirty (30) days of the removal of the previous billboard, the owner's priority right to construction of a new billboard, as outlined in this section, shall be considered to be waived by the owner. All new sign permit requests shall be considered on a first come, first serve basis with no permit being accepted prior to the date of removal of an existing billboard sign.~~
5. ~~Zones To Be Considered Separately~~ **Relocation of Billboards:** ~~When considering the construction of new billboard sign, the provisions within the individual zoning classifications shall be considered independent and unrelated to each other. If a billboard owner desires to remove a billboard in favor of constructing a billboard in another zone~~ **location**, ~~the resulting application shall be considered as a new permit request rather than being given priority according to this subsection F.~~ **subject to all provisions of this and Utah State code.**
6. Applications For New Billboards: No billboard, whether new construction or relocation, shall be constructed until the owner has obtained a Santaquin City building permit and paid all applicable fees. ~~In the event there is no availability for new billboard construction within a zone in which billboards are permitted, building permits for new billboard construction shall not be accepted by the city until the city has issued an official date of availability. That date shall be the date of city receipt of written notice from the owner of an existing billboard that the billboard owner has no desire to construct a new billboard on the same or other location within the same zone of the city; or the date of expiration of the billboard owner's right of priority, as described in this subsection F. All building permit applications submitted for new billboard construction shall be valid for a period of one year~~ **six calendar months** from the date of submission.
7. Construction Standards: All billboard applications shall comply with the international building code or its adopted successor, this code, as amended, and the national electrical code, or its adopted successor, as applicable. All billboards shall be constructed in accordance with these codes.

Exhibit A: Proposed Language
Page 3 of 4

8. Other Provisions: All other aspects of billboard placement and design shall be adhered to as provided in the Utah state code. In the event a particular aspect of billboard placement or design is not addressed in the Utah state code, the city council shall hereby be assigned to hear the issue in a public meeting and render a binding decision in a timely manner.

Title 10-13-16: Definitions: is created and adopted to read as follows

In this chapter, it is the intent of the City Council to define certain words and phrases in order that they may be understood when used in other sections of this code. Words used in the present tense include the future; the singular includes the plural and the plural the singular. Further questions concerning definitions as defined in this chapter shall be referred to the zoning administrator, or other authorized officer. The following terms, as defined, shall apply as such throughout these sign regulations:

(Note to Codifiers: table format of definitions is utilized for ease of reading. Codified terms should have consistent formatting with currently adopted terms and definitions.)

Term	Definition
Sign	Every message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product, or service. The definition of sign shall include all flags of any type. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments or other features used to draw the attention of observers.
Abandoned Sign	A sign which no longer correctly directs or influences any person, advertises a bona fide business, lessor, owner, product or activity conducted or available. Such signs may also be a Non-Maintained Sign.
Sign Area	The area of a sign that is used for display purposes, excluding the minimum frame and supports and as further detailed in these sign regulations.
Billboard	A Freestanding Sign, usually having more than 32 square feet of sign area, and which may be owned by a commercial company which rents or leases use of the sign for advertising purposes.
Free-Standing (or Pole) Sign	A sign vertically supported by a fixed permanent form or support(s) in the ground.
Ground (or Monument) Sign	A low sign where the extent of the sign surface is attached to the ground or a foundation in the ground, and where there are no poles, braces, or other visible means of support other than attachment to the ground.
Hazardous Sign	A sign constituting a hazard to public safety because it no longer meets the lateral and/or vertical loads requirements, or no longer meets the applicable wiring and installation standards of the City adopted codes.

Exhibit A: Proposed Language
Page 4 of 4

Illegal Sign	Any sign which does not conform to the regulations of the Santaquin City Code as currently adopted or as adopted at the time of construction.
Illuminated Sign	A sign which has characters, letters, figures, designs, background, or outlines illuminated by electric lights or luminous tubes as part of the sign proper.
Nonconforming Sign,	A sign, sign structure or portion thereof lawfully existing at the time this Code became effective, which does not conform to all applicable regulations prescribed herein.
Non-maintained Sign	A sign which, due to lack of repair, cleaning, painting, oiling, or changing of light bulbs has become deteriorated or non-functional.
Off-Premise Sign	An advertising sign which directs attention to a site, product, commodity, or services not related to the premises on which it is erected. This may include Billboards.
Sign, On-Premise	A sign which directs attention to a business, commodity, product, use, service or other activity which is sold, offered or conducted on the premises upon which the sign is located.
Permanent Sign	Any sign which is not temporary by definition. And intended to be displayed for more than 60 consecutive days.
Temporary Sign	A banner, pennant, valance or advertising display constructed of paper, cloth, canvas, fabric, cardboard, wall board or other materials, with or without frames, intended to be displayed in or out of doors for a short period of time; shall include political signs, special events signs, special business promotions, mobile signs, banners, wind signs, portable signs, and inflatables.
Wall Sign	A sign that is mounted to or painted on a building wall or its facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.



View of Elk Range Management Area (above) and Santaquin Canyon (below) from west side of I-15

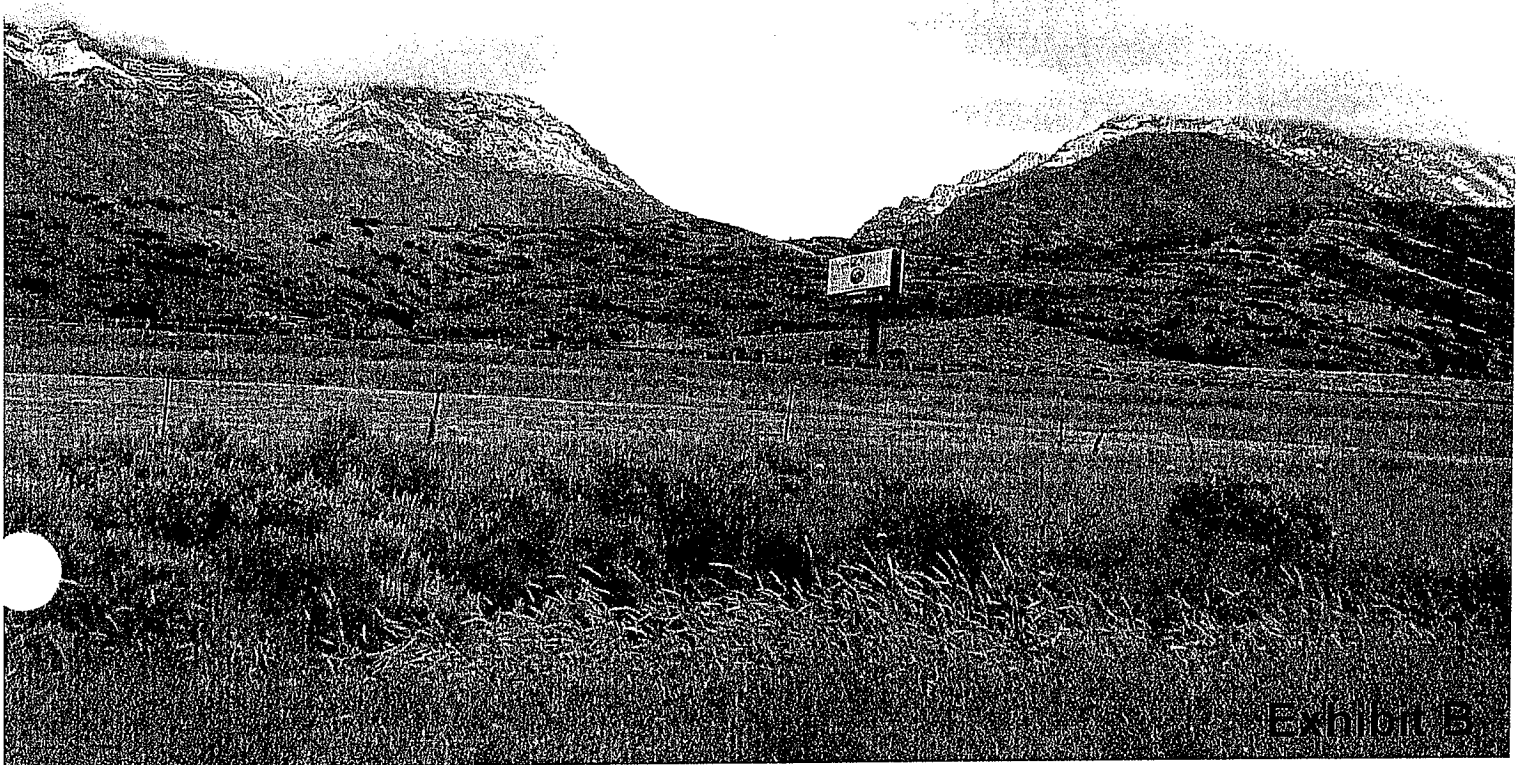


Exhibit B



View of east side of Highland Drive looking south from 300 East.



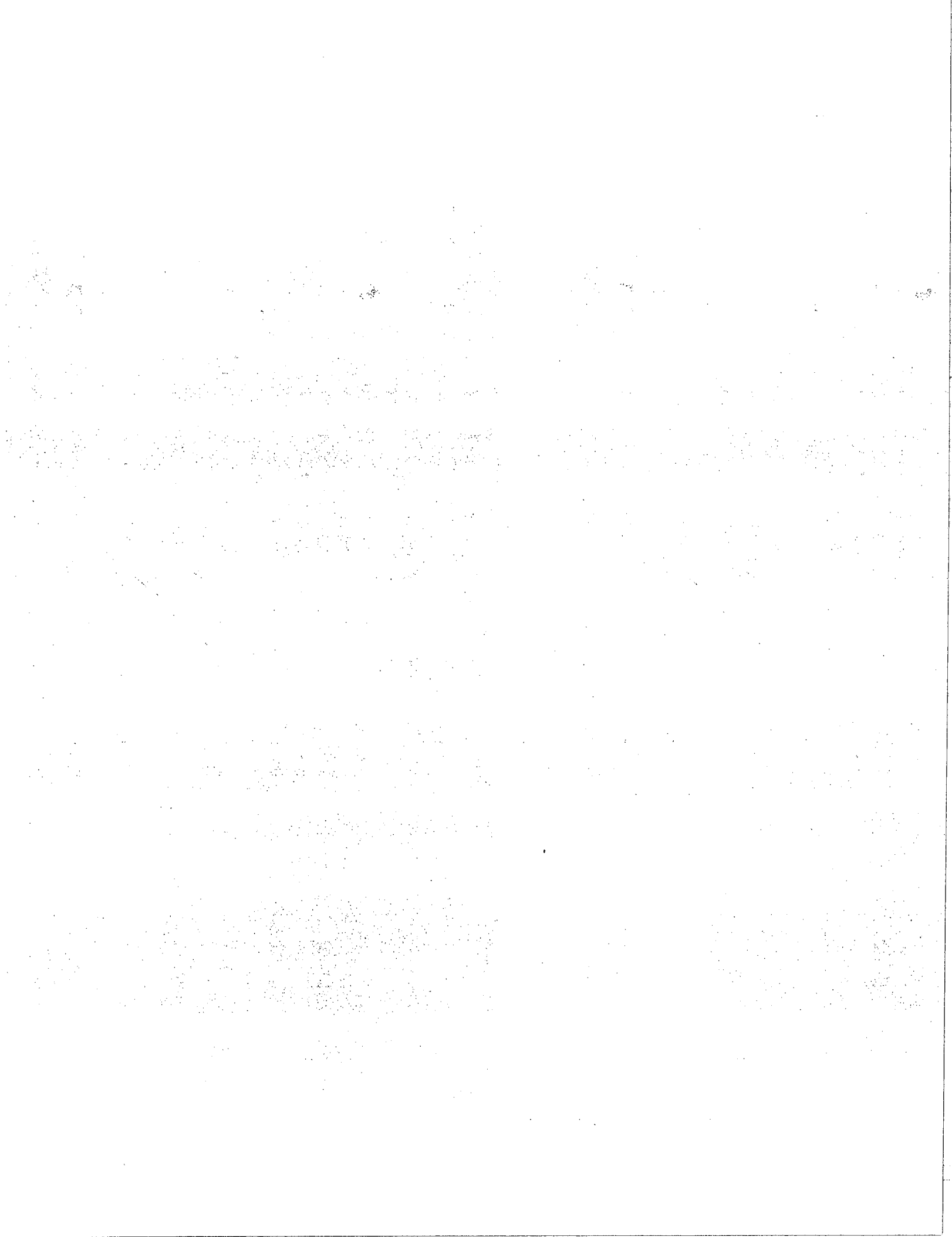
View of billboard at 300 East and Higland Drive
adjacent to residential homes (looking south)



Views of Utah County valley from Highway 198
(looking north)



View of Long Ridge Mountain across the Ahlin property (looking south). The Ahlin property will have over 400 homes constructed on it as part of the Foothill Village Development



45 West 100 South
Santaquin, Utah 84655

ATTN: Guy Larson
Reagan Outdoor Advertising
1775 North Warm Springs Road
Salt Lake City, Utah 84116

45 West 100 South
Santaquin, Utah 84655

CBS Outdoor Advertising
4647 Lindon Street
Denver, CO 80216

45 West 100 South
Santaquin, Utah 84655

Kurt Horan, VP General Manager
Simmons Outdoor Media
515 South 700 East, Suite 1C
Salt Lake City, Utah 84102

45 West 100 South
Santaquin, Utah 84655

ATTN: Dennis Brandon
Kat-Den Outdoor Advertising
540 South Highland Drive
Santaquin, Utah 84655

45 West 100 South
Santaquin, Utah 84655

Cattoor Enterprises
P.O. Box 202
Logandale, Nevada 89021

*Notice sent 12/3/07
DM*



Amended Public Hearing Notice

Notice is hereby given that the Santaquin City Council and Planning Commission will hold a joint public hearing on **WEDNESDAY, DECEMBER 19, 2007** at approximately 7:00 P.M. in the Council Chambers, 45 West 100 South, Santaquin, UT. The purpose of this Public Hearing is to receive public input with regard to **BILLBOARD LOCATION AND LIGHTING STANDARDS**.

The information will be available for inspection at the City Office beginning December 3, 2006 during regular office hours or by contacting City Planner Dennis Marker at 801-754-3211 x 12.

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 ten or more hours in advance and we will, within reason, provide what assistance may be required.

Certificate of Mailing and Posting

The undersigned duly appointed City Recorder/Clerk for the municipality of Santaquin hereby certifies that a copy of the foregoing Notice was faxed to the Payson Chronicle, 465-7876. Notice posted in the Payson Chronicle the weeks of December 3, 10, and 17.

By: Susan B. Farnsworth by LM
Susan B. Farnsworth, Recorder/Clerk

POSTED:
City Office
Post Office
Zions Bank

12-3-07