



PAGE CITY COUNCIL

697 Vista Avenue

Page, AZ 86040

Mike Farrow, Vice Mayor
Kenna Hettinger, Councilor
Tom Preller, Councilor

Debi Roundtree, Councilor
John Kocjan, Councilor
Amanda Hammond, Councilor

Steven Kidman, Mayor

MEETING NOTICES

Consent Agenda: This portion is a means of expediting routine matters. All items approved will be done by one undebatable motion passed unanimously. Any item may be removed for debate on request of any member of City Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

Hear From the Citizens: The City of Page welcomes public engagement, and the public may comment and address the City Council during this portion of the agenda. To request to speak, complete and submit the Request to Speak form PRIOR to the start of the meeting. When called to speak, please step up to the lectern, speak clearly into the microphone, and begin by stating your name for the record. Hear From the Citizens provides a time for the public to speak about matters that are NOT listed on the posted Agenda. The City Council cannot discuss or take legal action on any matters during the Hear From the Citizens. At the conclusion of the Hear From the Citizens, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask Staff to review a matter, and/or may ask that a matter be put on a future agenda. If the topic you are commenting about is listed on the current agenda, you will be called to speak during that agenda item. Comments are limited to 3 minutes each speaker and 30 minutes in total. If you are with a group, please designate a spokesperson.

This agenda may be subject to change up to 24 hours prior to the meeting.

Pursuant to A.R.S. §38.431.02, notice is hereby given to the members of the City Council and to the general public that the Page City Council will hold a meeting open to the public. Supporting documents and Staff reports, which were furnished to the City Council, with this agenda, are available for review at cityofpage.org or at the City Clerk's Office. Councilmembers of the City of Page City Council will attend either in person or by technological means. City Council may vote to go into Executive Session for the purpose of obtaining legal advice from the City Attorney on any item listed on the agenda, pursuant to A.R.S. §38-431.03 (A)(3). City Council may modify the agenda order, if necessary.

Persons with disabilities should call the City Clerk's Office, at 928-645-4205 for program and services information and accessibility.

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Page makes a video or voice recording of a minor child A.R.S. §1-602.A.9.

City Council meetings are audio and video recorded. Parents or guardians may either submit a written consent to the City Clerk's Office, or by allowing a minor to be present and/or participate in the meeting, parents or guardians waive this right.

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**City Council
Regular Meeting**

**City Hall
697 Vista Ave, Page AZ
March 25, 2026 at 5:30 PM**

Notice of Public Meeting and Agenda

Page City Council may discuss and take action on any item listed on the agenda

- 1. Call to Order and Opening Activities**
- 2. Roll Call**
- 3. Community Recognition**
 1. Page Attacks Trash Logo Winners
 2. Page High School Girls Basketball - State Championship
 3. Page High School Boys Cross County - State Championship
- 4. Consent Agenda**
 1. City Council Regular Minutes - March 11, 2026
 2. Fair Housing Proclamation
 3. Letter of Support for the Gila River Indian Community (GRIC) Grant
- 5. Public Hearings**
 1. Public Hearing Expenditure Limitation - Permanent Base Adjustment
- 6. Hear From The Citizens**
- 7. Reports and Announcements**
 1. Mayor's Reports and Announcements - None
 2. City Manager's Current Events Summary
- 8. Boards and Commissions**
 1. Council Liaison Reports on Board Meetings
- 9. Unfinished Business**
 1. Presentation by Trebol Hospitality
 2. Proposed Changes to the Consolidated Fee Schedule
- 10. New Business**
 1. Grand Canyon Region Long-Term Recovery Plan for the Dragon Bravo and White Sage Fires
 2. Western Area Power Administration (WAPA) Electric Marketing Services Agreement
 3. Non-Disclosure Agreement (NDA) Policies
 4. Resolution 1340-26 - Permanent Base Adjustment
- 11. Executive Sessions**
 1. EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
Ordinance 750-26 - Amendment to Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of Hwy 98

2. EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
Property Purchase Contract Amendment for Valco Commercial Properties - Portion of Parcel 80216009J

3. EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
Amendment to Existing Purchase Agreement with Trout Land Development - Parcels 80218009D, 80218011C, 80218011D, and Portion of 80218011J

Adjourn

Next Regular Meeting: Wednesday, April 8, 2026 at 5:30 p.m.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona; Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona; U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of _____, 20____, at _____ a.m./p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

CITY CLERK'S OFFICE

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Council

Presented by:

Brief Title: Page Attacks Trash Logo Winners

Agenda Section: Community Recognition

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Recognize Logo Winners/Picture.

Background:

The Page Attacks Trash Planning Committee is proud to celebrate the winners of the 2026 Page Attacks Trash Art Contest. This year, artists created work inspired by either the long-standing local theme “Page Attacks Trash” or the 2026 Earth Day theme, “Planet vs. Plastics.” The winning design will appear on promotional materials and T-shirts for the April 18 community trash cleanup. First place goes to Keira Kee, second place to Kayson Franklin, and third place is a tie between Tonia Maize and Aanje’ Greymountain. All contest entries will be displayed at the Townhouse during the cleanup, volunteer lunch, and community celebration in the park.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

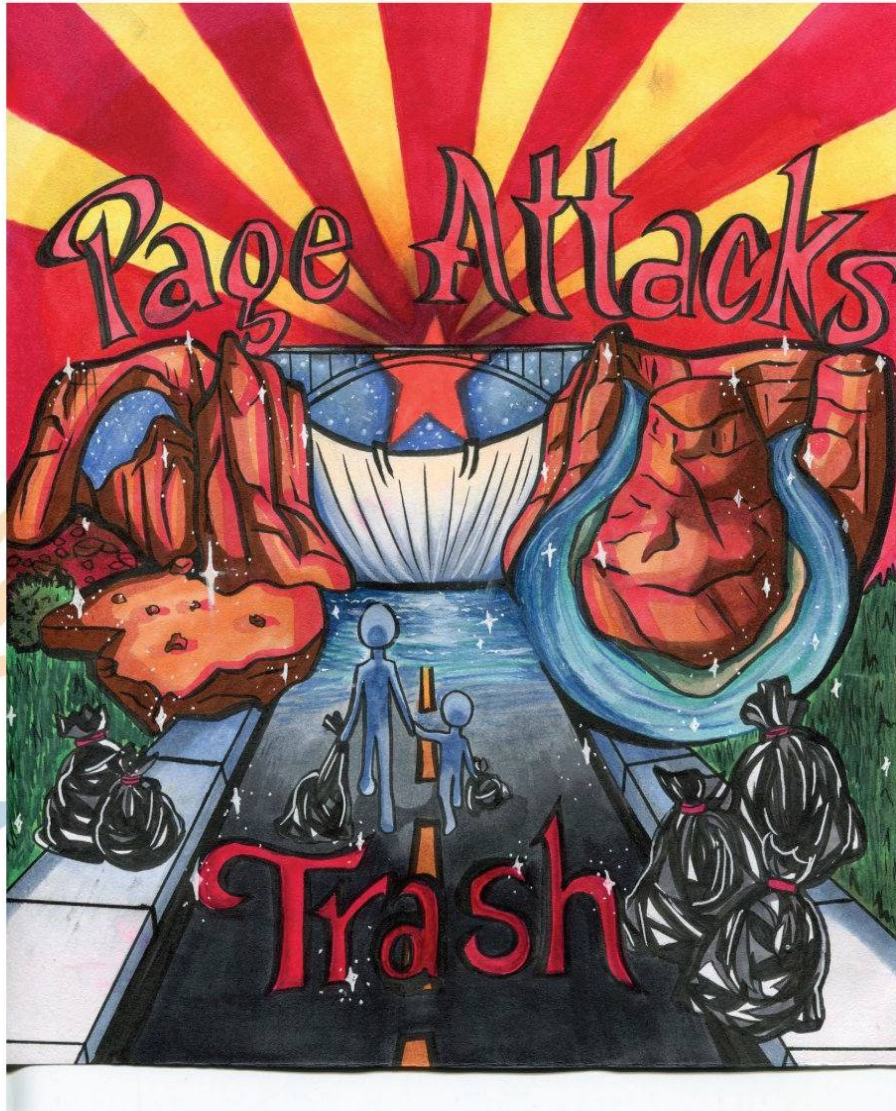
Budget Impact:

Notes:

Attachments:

1. Page Attacks Trash Flyer 2026

Page Attacks Trash



SAT., April 18, 2026
8 A.M. - 12 P.M.
PAGE, AZ

Check-in at Townhouse on
South Navajo for clean-up assignments,
information, and T Shirt



A PARTNERSHIP WITH:



COURTYARD
BY MARRIOTT



After Trash Bash

11:00 am - 2:00 pm

John C. Page Memorial Park
Food, Music, and Vendors

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Page High School Girls Basketball - State Championship

Agenda Section: Community Recognition

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Page High School Girls Basketball Championship Recognition/Picture.

Background:

**PAGE HIGH SCHOOL GIRLS BASKETBALL
STATE CHAMPIONSHIPS (9)**

1991 – Coach Jim Adkins
1999 – Coach Mike Beall
2012 – Coach Justin Smith
2015 – Coach Justin Smith
2018 – Coach Ryan Whitehorse
2019 – Coach Ryan Whitehorse
2021 – Coach Ryan Whitehorse
2024 – Coach Celeste Claw
2026 – Coach Celeste Claw

STATE RUNNER-UP FINISHES (10)

1989 – Coach Michael Desper
1992 – Coach Jim Adkins
2005 – Coach Mike Beall
2007 – Coach Mike Beall
2008 – Coach Mike Beall
2009 – Coach Jim Adkins
2010 – Coach Justin Smith
2017 – Coach Ryan Whitehorse
2020 – Coach Ryan Whitehorse
2025 – Coach Celeste Claw

PROGRAM TOTALS

State Championships: 9 (2nd most in state history)
State Runner-Up Finishes: 10

Total State Championship Game Appearances: 19 (most in state history)

CHAMPIONSHIPS BY COACH

Jim Adkins – 1
Mike Beall – 1
Justin Smith – 2
Ryan Whitehorse – 3
Celeste Claw – 2

RUNNER-UP FINISHES BY COACH

Michael Desper – 1
Jim Adkins – 2
Mike Beall – 3
Justin Smith – 1
Ryan Whitehorse – 2
Celeste Claw – 1

RECENT PROGRAM SUCCESS

2018 – State Champion
2019 – State Champion
2021 – State Champion
2024 – State Champion
2026 – State Champion

Five state championships since 2018.

PROGRAM LEGACY

Page High School girls basketball has produced championship teams across four decades and multiple coaching eras. With nine state championships and nineteen appearances in the state championship game, the Sand Devils have built one of the most successful traditions in Arizona high school girls basketball.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Page High School Boys Cross County - State Championship

Agenda Section: Community Recognition

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Page High School Boys Cross Country Championship Recognition/Pictures.

Background:

PAGE HIGH SCHOOL BOYS CROSS COUNTRY

STATE CHAMPIONSHIPS (21)

1989 – Coach Mark Lomeland
1990 – Coach Mark Lomeland
1991 – Coach Mark Lomeland
1992 – Coach Mark Lomeland
1995 – Coach Jim Trapp
1997 – Coach Jim Trapp
1998 – Coach Jim Trapp
1999 – Coach Jim Trapp
2003 – Coach Mark Lomeland
2004 – Coach Mark Lomeland
2005 – Coach Mark Lomeland
2015 – Coach Mac Lane
2016 – Coach Mac Lane
2017 – Coach Mac Lane
2018 – Coach Tim Martin
2019 – Coach Mac Lane
2022 – Coach Tim Martin
2023 – Coach Tim Martin
2024 – Coach Tim Martin
2025 – Coach Tim Martin

STATE RUNNER-UP FINISHES (3)

1994 – Coach Mark Lomeland
2002 – Coach Mark Lomeland
2021 – Coach Brandon Dugi

PROGRAM TOTALS

State Championships: 21
State Runner-Up Finishes: 3
Total State Championship Meet Top 2 Finishes: 23

STATE CHAMPIONSHIPS BY COACH

Mark Lomeland – 7

Jim Trapp – 4

Mac Lane – 4

Tim Martin – 5

PROGRAM MILESTONES

Four consecutive state championships from 1989–1992.

Four consecutive state championships from 1997–1999.

Five championships since 2018.

PROGRAM LEGACY

Page High School boys cross country is one of the most successful programs in Arizona distance running history. With twenty state championships spanning more than three decades and multiple coaching eras, the Sand Devils have built a tradition of excellence in distance running that continues to define the program today.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Cindy Scott, City Clerk

Brief Title: City Council Regular Minutes - March 11, 2026

Agenda Section: Consent Agenda

Agenda Sub-category: Minutes

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the Regular City Council Minutes from March 11, 2026.

Background:

N/A

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. 03 11 2026 Reg Minutes



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
March 11, 2026**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 11th day of March 2026, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors Amanda Hammond (via Zoom), Kenna Hettinger, Tom Preller, Debi Roundtree, and John Kocjan were present. There was a moment of meditation. Councilor Kocjan led the Pledge of Allegiance.

Mayor Kidman called the meeting to order at 5:32 p.m.

Staff members present: City Manager, Frank Marbury; City Attorney, Joshua Smith; IT Director, Kane Scott; Police Chief, Tim Lange; Police Lieutenant, Ted Barnard; Administrative Manager, Alie Stamat; Management Analyst, Robin Crowther; Deputy City Clerk, Adrienne Weller; and City Clerk, Cindy Scott.

COMMUNITY RECOGNITION

Proclamation - American Red Cross Month

Councilor Roundtree read the proclamation.

Motion made by Councilor Kocjan to approve the proclamation. The motion was seconded by Vice Mayor Farrow and passed unanimously upon a vote.

The proclamation is presented to Mel Miller from the American Red Cross.

CONSENT AGENDA

3 Peaks Glass Contract Amendment

City Council Special Minutes - February 25, 2026

City Council Regular Minutes - February 25, 2026

Motion made by Councilor Preller to approve the 3 items on the Consent Agenda. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

PUBLIC HEARINGS

Public Hearing Expenditure Limitation - Permanent Base Adjustment

City Manager Marbury presented.

There was discussion.

City Attorney Smith provided additional information.

Discussion continued.

Mayor opens the Public Hearing for the Permanent Base Adjustment.

Proponents: None.

Opponents: None.

Mayor closes the Public Hearing for the Permanent Base Adjustment.

Page City Council Regular Meeting – March 11, 2026

HEAR FROM THE CITIZENS

Residents Victoria Redshirt and Maschelle Zia addressed the City Council.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

Community Recognition Items.

Mayor provided information about the new section on the agenda, Community Recognition.

CITY MANAGER'S CURRENT EVENTS SUMMARY

City Manager recognized the GEM of the Month, Louie Claw; provided information on upcoming events; and provided information and recognition of the Page Police Department, Lieutenant Barnard and Lieutenant Myers, in the assistance they provided in apprehending a murder suspect.

BOARDS AND COMMISSIONS

Discussion by the City Council pertaining to reports on board meetings by Board Liaisons

Vice Mayor Farrow -Airport Advisory Board, Councilor Hettinger – Parks and Recreation Advisory Board, Councilor Roundtree – Library Advisory Board, and Mayor Kidman – Page Utility Enterprises Board gave updates.

UNFINISHED BUSINESS

Use of Parcels 80041002 and 80041003 - Vacant Lots

Resident Craig Sanderson addressed the City Council.

City Manager, Frank Marbury provided information.

There was discussion.

City Attorney Josh Smith provided additional information.

Discussion continued.

Staff directed to gather information as discussed and bring back options and recommendations to the Council in a future meeting.

NEW BUSINESS

Resolution 1340-26 - Permanent Base Adjustment

City Clerk introduced Resolution 1340-26 by title only.

Motion was made by Councilor Kocjan to adopt Resolution 1340-26. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Purchase of Used Motor Grader for Public Works

City Manager, Frank Marbury provided information.

There was discussion.

Motion was made by Vice Mayor Farrow to approve the purchase of the used 2017 Caterpillar 140M3 Motor Grader from Empire Machinery for the total amount of \$206,890. The motion was seconded by Councilor Kocjan and passed unanimously upon a vote.

Page City Council Regular Meeting – March 11, 2026

POTENTIAL FUTURE AGENDA ITEMS

Non-Disclosure Agreement (NDA) Policies

Councilor Roundtree read the information presented.

Staff directed to add this item to a future agenda.

EXECUTIVE SESSIONS

Residents Paul Baughman and Cody Woods addressed the City Council.

Motion was made by Councilor Preller to enter Executive Session consecutively for one (1) Executive Session item and move to the conference room at 6:33 p.m. The motion was seconded by Councilor Kocjan

Councilor Hammond expressed concerns of moving into Executive Session.

City Attorney Smith clarified the reason for Executive Session.

There was discussion.

The motion passed with Mayor Kidman, Vice Mayor Farrow, Councilor Kocjan, Councilor Hettinger, Councilor Preller, and Councilor Roundtree in favor. Councilor Hammond was opposed.

Mayor Kidman reconvened the Regular City Council meeting at 7:26 p.m.

EXECUTIVE SESSION

Ordinance 750-26: Amendment to Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of Hwy 98

City Clerk introduced Ordinance 750-26 by title only.

Motion was made by Councilor Hammond to adopt Ordinance 750-26. The motion was seconded by Vice Mayor Farrow.

There was discussion.

The motion failed with Mayor Kidman, Vice Mayor Farrow, and Councilor Hammond in favor. Councilor Preller, Councilor Hettinger, Councilor Roundtree, and Councilor Kocjan were opposed.

ADJOURN

The meeting was adjourned at 7:36 p.m.

Cindy Scott, City Clerk

Steven R. Kidman, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 11th day of March 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of March 2026

Cindy Scott, City Clerk

PROCLAMATION

Fair Housing Month

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, the Mayor and City Council of the City of Page, Coconino County, Arizona do hereby proclaim April 2026 as Fair Housing Month in Page, Arizona and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Issued this 25th day of March 2026

Steven R. Kidman, Mayor

ATTEST:

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Letter of Support for the Gila River Indian Community (GRIC) Grant

Agenda Section: Consent Agenda

Agenda Sub-category: Agenda Item

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to accept the Letter of Support and authorize the Mayor to sign.

Background:

The City of Page is seeking grant funding to help offset the cost of the Public Safety Camera System Project.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Letter of Support GRIC Grant



March 17, 2026

Terri Enos
Secretary III at the Gila River Indian Community Office of Special Funding
Gila River Indian Community
525 W. Gu U Ki
Sacaton, AZ 85147

RE: Support for GRIC (Gila River Indian Community) Grant Application

Dear Ms. Enos,

I am writing on behalf of the City of Page Council to express our strong support for the City of Page's application for the Gila River Indian Community (GRIC) Grant Cycle 2026 – Public Safety Camera System Project. This project represents an important step in continuing the City's commitment to maintaining safe, welcoming, and well-maintained public spaces for residents and visitors alike.

The City of Page staff have worked diligently to improve the safety and accessibility of our parks and recreational facilities. Recent improvements include the installation of new LED lighting at the Sports Complex during this fiscal year, as well as the upcoming grand opening of the new Splash Pad this spring. These investments demonstrate the City's ongoing commitment to enhancing outdoor recreation opportunities for families, youth, and community members.

Maintaining safe public parks is essential to preserving the quality of life for our residents. In addition, Page serves as a regional destination for visitors and surrounding communities who come to enjoy our parks, recreation facilities, and nearby attractions. Ensuring these public spaces remain safe and well monitored supports not only community well-being but also tourism and economic development throughout the City and the broader region.

The City Council fully supports this project and appreciates the opportunity to partner with the Gila River Indian Community to strengthen public safety and enhance the recreational spaces that serve our residents and visitors.

Thank you for your consideration of this important project.

Sincerely,

Steven R. Kidman
Mayor

P.O. Box 1180, 697 Vista Avenue, Page AZ 86040

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Council

Presented by:

Brief Title: Council Liaison Reports on Board Meetings

Agenda Section: Boards and Commissions

Agenda Sub-category: Administrative Report

Action:

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Background:

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Manager

Presented by:

Brief Title: Presentation by Trebol Hospitality

Agenda Section: Unfinished Business

Agenda Sub-category: Agenda Item

Action:

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Background:

The Trebol Hospitality Group is currently under contract with the City of Page for a property along Highway 98 just East of Coppermine Road. The measure is being reintroduced due to potential contract term changes that will be discussed in the executive session. As there has been some time elapsed from the original contract and there has been significant staff turnover, a presentation of the overall project merits may be appropriate.

Attached you will find an economic impact analysis supplied by the applicant. While the short time frame does not allow for staff to fully analyze the statement, it can be said that the project, including the original parcel, aligns with Council Strategic Priorities by increasing revenue for future improvements, diversifying and increasing tourism opportunities and creating sustainable jobs.

While the amended parcel, along with the original parcel, will impact the red mesa trail system, staff and the applicant feel this could be offset by applying some or all of the proceeds from the amended portion of the contract for parks and recreation purposes. This is only a recommendation. City Revenue is under the discretion of Council and staff will provide budget options as directed by Council.

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. TanArena —Applicant Supplied Economic Impact

TANARENA

Economic Impact Overview & Community Benefit Analysis

PLANNED PROJECT SIZE
55 keys · 247 acres

TOTAL INVESTMENT
Up to \$150 million

TARGET OPENING
May 2030

STATUS
Preliminary · For Discussion

ANNUAL ECONOMIC IMPACT

\$45–55M

Total regional output; formal study pending

JOBS SUPPORTED

250–300

Direct + regional employment

CITY LODGING TAX

\$1.0–

2.0M

Year 1 ramp-up to full stabilization

TOTAL TAX REVENUE (ALL JURISDICTIONS)

~\$9.1M

City, Coconino County & state —stabilized year

01 *Project Overview*

TanArena is a 55-key ultra-luxury resort planned for 247 acres of pristine desert land outside Page, Arizona — a market with 4.7 million annual visitors and no comparable luxury accommodation.

The property sits within the city limits of Page, Arizona, surrounded on three sides by towering cliffs that form a natural horseshoe canyon. At its heart are two distinct clusters of iconic rounded rock formations — deep, rusty red in color, a hue that becomes almost iridescent when the sun strikes at dawn or dusk. These formations are not backdrop. They are the experience.

The program includes 55 ultra-luxury keys at approximately \$2,900 per night in a stabilized year, along with a signature restaurant, 8,000-square-foot wellness center, 4,000-square-foot events center, and a curated art program. Projections assume 70 percent annual occupancy, consistent with the ultra-luxury Southwest desert resort tier.

The property is already zoned C2 within the City of Page — a designation that accommodates resort and commercial hospitality development. No rezoning is required to proceed.

The nearest comparable ultra-luxury desert resort — approximately 30 minutes away across the Utah border — has demonstrated the depth of demand for this type of experience for fifteen years. No competing property on the Arizona side of this market has ever been developed. TanArena is the answer to that gap.

A formal economic impact study will be completed prior to financing. All figures presented in this document represent **preliminary modeling** based on comparable Southwest ultra-luxury resort markets. These figures should be treated as estimates pending a formal study.

02 *Revenue Model & Key Assumptions*

The revenue model is built from the current program — 55 keys, 70% occupancy, and a \$2,900 stabilized average daily rate reflecting the Southwest ultra-luxury market.

55 keys × \$2,900/night × 365 days × 70% occupancy	14,052 occupied nights	\$40.8M
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<i>Total room revenue — stabilized year</i>		\$40.8M
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F&B, spa & events ancillary revenue (conservative)	~20–25% of room rev	\$8.2–10.2M
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<i>Total estimated direct resort revenue — stabilized year</i>		\$49–51M
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Note on ADR: The \$2,900 stabilized ADR is a conservative assumption for this market tier. The only comparable ultra-luxury desert resort in the region commands standard room rates beginning around \$2,500 and climbing well above \$7,000 for suites — making \$2,900 a defensible floor for financial modeling. This figure is expected to be revisited upward as the operator program is finalized.

03 *A New Type of Traveler for Page*

TanArena does not compete with Page's existing visitor economy — it diversifies it by attracting an entirely different class of traveler the region has never meaningfully captured.

Page currently draws approximately 4.7 million visitors annually, generating more than \$518 million in direct visitor spending. The overwhelming majority are day-trippers and mid-market leisure travelers moving through on their way to Antelope Canyon, Horseshoe Bend, and Lake Powell. They spend a night or two, then move on.

The ultra-luxury traveler is a different guest entirely. They have probably seen it all, been to the great resorts of the U.S. and abroad, and are looking for another extraordinary place — somewhere they can settle in with family and friends without distraction, surrounded by great design, art, nature, and food in a stylish but unhurried setting. They stay four to seven nights. They spend significantly more each day, not just at the resort itself but throughout the local economy — private guided experiences, charter flights, specialty dining, cultural encounters. They come specifically for the place. And they return.

This is a meaningful economic diversification for Page. A tourism economy built predominantly on high-volume, lower-spend visitation is vulnerable to seasonality and infrastructure strain. A world-class ultra-luxury resort anchors a second, complementary tier — one that generates more revenue per visitor, extends the average length of stay across the market, and elevates the perception of Page as a global destination. Luxury travelers typically spend two to four times more per trip than standard leisure visitors. Their presence creates demand for local guides, specialty dining, cultural programming, and outdoor experiences — spending that flows directly into the local economy.



04 *Employment & Labor Earnings*

Ultra-luxury hospitality creates more jobs per room than standard hotels. The service model is more intensive, and positions tend to be skilled, year-round roles that pay above the regional median.

EMPLOYMENT CATEGORY	JOB	NOTES
Direct resort employment	150–200	Hospitality & guest services, culinary & beverage, spa & wellness, IT services, security, maintenance & facilities — year-round roles
Regional employment supported	~100	Local guides and outfitters, food & beverage suppliers, retail, transportation, and recreation operators serving resort guests
Construction employment (peak)	~285	During construction phase; concentrated 2027–2030. TanArena is committed to prioritizing local and regional hiring throughout the construction process.
Total ongoing jobs supported	250–300	Direct + regional; majority fillable from local workforce

TanArena intends to engage local guides and recreation professionals as preferred partners — keeping that economic activity within the community rather than internalizing it. This approach supports the existing guide and outfitter economy in Page rather than displacing it.

DIRECT RESORT WAGES ANNUALLY

\$6.5–9M

Skilled positions —chefs,spa therapists, guest experience managers, IT and security professionals — command wages that flow directly into the local economy

TOTAL COMMUNITY WAGES SUPPORTED

\$9.1–12.6M

Across direct and regional employment, cycling back into housing, groceries, services, and local businesses throughout the Page area

The City of Page currently receives \$0 in annual revenue from this land. At stabilization, TanArena is projected to generate millions annually — without increasing taxes on a single resident.

CITY OF PAGE REVENUE MODEL · 55 KEYS · \$2,900 ADR · STABILIZED YEAR		
City lodging tax (TPT) — 5% of \$40.8M room revenue	Stabilized	~\$2.0M
City lodging tax — Year 1 conservative ramp-up	~50% of stabilized	~\$1.0M
City sales tax — F&B, spa & events (~2% of activity)	\$8.2–10.2M activity base	\$164–204K
Coconino County & state property tax contributions	~\$90M potential assessed value	~\$1.26M
Broader payroll & local tax contributions	~\$7.5M wages	~\$240K
<i>Total annual city & local revenue (stabilized)</i>		~\$2.6–2.7M
<i>Total tax revenue — all jurisdictions (city, county & state)</i>		Stabilized year ~\$9.1M

Lodging tax note: Page's city lodging tax rate is 5%. Applied to \$40.8M in stabilized room revenue, city lodging tax alone reaches approximately **\$2.0M annually**. Year 1 operations at approximately 50% of stabilized occupancy produce an estimated **\$1.0M** — consistent with conservative early projections for this project. Full stabilization is typically reached in Year 2–3 of operations.

Total lodging tax across all jurisdictions (city + state + county at 16.9%) reaches approximately **\$6.9M annually** at stabilization. Over ten years, cumulative city and local revenue is estimated at **\$20–25 million**.

ALL-JURISDICTION LODGING TAX

~\$6.9M

City+state+Coconino County at 16.9% on

TOTAL STATE & LOCAL TAX

\$3–6M+

All jurisdictions; estimated range based on

10-YEAR CUMULATIVE CITY REVENUE

\$20–25M

ToCityofPage —onland that currently generates

*\$40.8M stabilized room
revenue*

*comparable Southwest
resort market analysis*

zero annual revenue

06 *Destination Elevation & Tourism Diversification*

Page's existing tourism economy is strong by volume — 4.7 million annual visitors, \$518 million in direct spending, \$635 million in total regional economic impact. But volume alone does not equal economic resilience. A market built predominantly on high-throughput, lower-spend visitation faces real structural risks: infrastructure strain, seasonal concentration, and a limited ability to capture the full value of the region's extraordinary natural and cultural assets.

With more than a dozen national parks within a day's drive, TanArena becomes the natural base camp for the Four Corners region — Grand Canyon, Bryce Canyon, Zion, Monument Valley, Escalante, Lake Powell. The ultra-luxury traveler does not pass through. They settle in and explore, and their spending flows throughout the local economy for the duration of their stay.

TanArena introduces a structurally different tourism tier. Ultra-luxury travelers are less sensitive to seasonality — they book further in advance, travel in shoulder months, and their spending is concentrated in experiences rather than logistics. A resort of this caliber creates sustained demand for local guided experiences, specialty dining, cultural programming, and recreational services that standard hotel development simply does not generate.

The broader effect is destination elevation. When a market earns a world-class ultra-luxury property, it changes how that destination is covered in global travel media. Page already holds some of the most photographed landscapes on earth. TanArena is the infrastructure that unlocks the full potential of what this place already is.

BOTTOM LINE

*TanArena represents an investment of **up to \$150 million, 250–300 jobs, and an estimated \$20–25 million in cumulative city revenue** over ten years — on land that currently generates nothing for the City of Page. More than a resort, it is a meaningful diversification of Page's tourism economy and a long-term driver of local prosperity.*

TANARENA

PRELIMINARY · FOR DISCUSSION ONLY · MARCH 2026

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Proposed Changes to the Consolidated Fee Schedule

Agenda Section: Unfinished Business

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Authorize staff to proceed with publication of the proposed changes to the Consolidated Fee Schedule.

Background:

Staff is requesting City Council's approval to publish the proposed changes to the Consolidated Fee Schedule as required per Arizona Revised Statutes (ARS). The current Consolidated Fee Schedule was adopted on January 25, 2023. All proposed changes have been highlighted in the proposed Consolidated Fee Schedule and a justification report of the changes is included.

Pursuant to ARS §9-499.15, the City of Page is required to publish new or increased fees on the home page of the City of Page website for a minimum of sixty (60) days. A Notice of Intent will be published on the home page of the City of Page website for at least fifteen (15) days prior to being adopted by the City Council via resolution.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. 2026 Consolidated Fee Schedule - DRAFT
2. Justification for 2026 CFS Changes



Consolidated Fee Schedule

**City of Page
Consolidated Fee Schedule**

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Adopted by Resolution ##### on mm/dd/yyyy.

City of Page
Consolidated Fee Schedule
Airport Fees

Utilities	Based on Allocation Rate sq. footage % total expenses		
Custodial	Based on Allocation Rate sq. footage % total expenses		
Penalties			
Hangar Land Lease Late Fee	\$25.00 (Payment received after 15 days)		
Hangar Land Lease Additional Fee	\$5.00 (Every day after 15 days)		
Other Late Fees	15%		
Transient Aircraft Late Fee	\$100.00		
Airport Access Card			
Initial Cost	\$25.00		
Annual Renewal	\$15.00		
Temporary Access	\$15.00		
Vehicle Long Term Parking Fee			
Monthly	\$40.00		
Yearly	\$480.00		
All vehicle long-term parking monthly and annual rates are subject to a four-month non-refundable deposit.			
Special Use Permit			
Application Fee	\$50.00		
Annual Renewal	\$50.00		
Filming	Special Use Permit Fee + \$100.00 per day + hourly labor fees		
Mobile Mechanic	Special Use Permit Fee + \$200.00 per year		
Mobile Detailer	Special Use Permit Fee + \$200.00 per year		
Taxi Services	Special Use Permit Fee + \$100.00 per year		
Special Event	Special Use Permit Fee + Fees as negotiated		
Terminal	Special Use Permit Fee + Fees as negotiated		
Maintenance Facility Uses	Special Use Permit Fee + Fees as negotiated		
Fuel Flowage Fees			
100LL	\$0.045 per gallon		
Jet A	\$0.065 per gallon		
Land			
Unimproved	\$0.40 per sq. ft. per year or as negotiated		
Improved	\$0.40 per sq. ft. per year or as negotiated		
Tie-Down	Daily	Monthly	Yearly
Single Engine	\$7.00	\$70.00	\$420.00
Twin	\$10.00	\$100.00	\$600.00
Helicopter (Piston)	\$10.00	\$100.00	\$600.00
Helicopter (Turbine)	\$15.00	\$150.00	\$900.00
Turbine	\$25.00	\$250.00	\$1,500.00
Jet	\$40.00	\$400.00	\$2,400.00
Airport Terminal Facilities			
Counter Space	\$57.27 per sq. ft annually		
Downstairs Office	\$58.53 per sq. ft annually		
Open Space	\$50.60 per sq. ft annually		
Upstairs Office	\$25.03 per sq. ft annually		

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**City of Page
Consolidated Fee Schedule**

Maintenance Hangar	
Office Space	\$5.87 per sq. ft annually
Storage Space	\$5.87 per sq. ft annually
Hangar Floor	\$5.87 per sq. ft annually
Maintenance Hangar Daily Parking Fees	
Single Engine	\$50.00
Multi Engine (Wing Span <40')	\$75.00
Multi Engine (Wing Span >40')	\$100.00
Jet/Turbine	\$150.00
Landing Fees	
Private Operators	N/A (exception – exceeding MGLW)
Commercial Operators	N/A (exception – exceeding MGLW)
Exceeding MGLW	\$100.00 per 1,000 lbs. over MGLW (MGLW = 190,000 DTW)
RFF Stand-by	
Aircraft (19+ passengers)	\$125.00 per operation
Hazardous Waste Spill – Based on Fire Department Response Fee + \$1,000.00 Airport Admin Fee + Airport Response Time	

DRAFT

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Building Inspection and Permit Fees

Valuation	Fee
Valuation - \$1.00 to \$500.00	\$23.50
Valuation - \$501.00 to \$2,000.00	\$23.50 for the first \$500.00; plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000
Valuation \$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00; plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
Valuation \$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000; plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
Valuation \$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00; plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
Valuation \$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00; plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
Valuation \$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00; plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Valuation \$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00; plus \$3.65 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	Hourly Charge
1. Inspection outside of normal business hours (minimum charge – two hours)	\$47.00 per hour*
2. Re-inspection Fee	\$47.00 per hour*
3. Inspections for which no fee is specifically indicated (Minimum charge – one half hour)	\$47.00 per hour*
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour*
5. Electrical Permit	\$27.00 for the first \$500.00; plus \$3.75 for each additional \$1,000.00 of valuation of construction costs
6. Other inspections and fees	Re-inspection fees and inspections outside of normal business hours at the rate of \$54.00 per hour or portion thereof
For use of outside consultants for plan checking or inspections, or both	Actual costs**
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits for the employees involved.	
**Actual costs include administrative and overhead costs.	

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Valuation of Fire System	Fee
Valuation \$1.00 to \$500.00	\$23.50
Valuation \$501.00 to \$2,000.00	\$23.50 for the first \$500.00; plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
Valuation \$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00; plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
Valuation \$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00; plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
Valuation \$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00; plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
Valuation \$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00; plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
Valuation \$500,001 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00; plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00; plus \$3.65 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	Hourly Charge
1. Inspections outside of normal business hours (minimum charge – two hours)	\$47.00 per hour*
2. Re-inspection fee	\$47.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge of one-half hour)	\$47.00 per hour*
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour*
5. Annual fire renewable permit	\$47.00 per category
6. Fire Activity Report (excludes non-commercial burn permits)	\$47.00 per permit
For use of outside consultants for plan checking or inspections, or both	Actual costs**
<p>*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits for the employees involved. **Actual costs include administrative and overhead costs.</p>	
<p>Plan Review Fees: When submittal documents are required, a plan review fee shall be paid at the time of submitting documents for plan review. Said plan review shall be 65 percent of the building permit fee.</p>	
<p>Manufactured Home Fees: Refer to the State of Arizona Department of Housing Fee Schedule</p>	

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Business Registration/License Fees

Business Registration	Fee
Business Registration Fee, per business	\$25.00
Annual Renewal Fee	\$25.00
Short Term Rental	Fee
Short Term Rental License	\$230.00
Annual Renewal Fee	\$230.00

Cemetery Rates

Refer to separate fee schedule:

January 1 of each year, rates will be adjusted by the previous “August” CPI for all goods and services

Community Center Meal Fees

Meal	Fee
Per Meal (under 60 years-of-age)	\$5.00 per meal
Per Meal (60 years-of-age and older)	\$4.00 suggested donation per meal
Per meal - To Go Meals:	\$5.00 per meal
Meals on Wheels: Homebound individuals age 60+	\$5.00 per meal

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Duplication & Record Fees

Copying/Duplication Fees	Fee	
Standard sheet (8 ½" X 11")	\$0.25 per page	
Legal sheet (8 ½" X 14")	\$0.30 per page	
11" X 17" sheet	\$0.35 per page	
Colored copy	\$1.00 per page	
Colored legal copy	\$1.25 per page	
Colored 11" x 17"	\$1.50 per page	
Large Format Fees	Fee	
18" x 24" (available at City Hall)	\$4.00 per paper	
24" X 36" (available at City Hall)	\$5.00 per paper	
36" X 48" (available at City Hall)	\$7.00 per paper	
Laminating	Fee	
Poster size (available at the Library)	\$3.00 per foot	
Letter size (available at the Library)	\$1.00 per sheet	
12" x 13" (available at the Library)	\$2.00 per sheet	
Other Media	Fee	Fee
Facsimile Outgoing (not to exceed \$10.00 per document in U.S.)	\$1.00 per page	\$3.00 per page outside of U.S.
Facsimile Incoming	\$0.25 per page	
Facsimile Cover Sheet	\$0.25	
Scanning (not to exceed \$10.00 per document in U.S.)	\$1.00 per page	
Audio Tape	\$15.00	
CD/DVD	\$15.00	
Flash Drive	\$15.00	
Commercial Record Request Fees	Fee	
Staff Time	\$30.00 per hour	1 hour minimum
Pursuant to ARS §39-121.03, concerning requests for records for commercial purposes, the Public Records Custodian shall charge for any such copies in an amount which shall include:		
1. A portion of the cost to the City for obtaining the requested document;		
2. A reasonable fee for the cost of time, materials, equipment, and personnel in producing the reproduction; and		
3. The value of the reproduction on the commercial market is best determined by the public body.		

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Facility Use Fees

<u>User Classifications</u>			
A. City of Page Sponsored, Page Non-Profits, and Page Community Groups <ul style="list-style-type: none"> • Meetings, training, city-sponsored events/functions 			
B. Community use <ul style="list-style-type: none"> • Page residents 			
C. Other <ul style="list-style-type: none"> • Businesses, Non-Resident, etc. • Using the facility to promote or make a profit for themselves or others • Use by non-Page residents • Events that do not meet the above criteria 			
Cancellations may be made up to one (1) week prior to use date, after which the use fee is forfeited.			
Page Community Center	A	B	C
Conference Room (15-person maximum capacity)			
Activities Studio (49-person maximum capacity)			
Facility Use Fee during regular business hours (up to 3 hours)	\$0.00	\$50.00	\$75.00
Each additional hour	\$0.00	\$10.00	\$10.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Page Public Safety Conference Room	A	B	C
Facility Use Fee (up to 3 hours)	\$0.00	\$50.00	\$75.00
Each additional hour	\$0.00	\$10.00	\$10.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Page Public Library	A	B	C
Program Room (30-person maximum capacity)			
Facility Use Fee (up to 3 hours)	\$0.00	\$50.00	\$75.00
Each additional hour	\$0.00	\$10.00	\$10.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Town House	A	B	C
(149-person maximum capacity)			
Facility Use Fee (up to 4 hours)	\$0.00	\$60.00	\$150.00
Each additional hour	\$0.00	\$15.00	\$15.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Key call out (when the customer forgets to pick up the key)	\$25.00	\$25.00	\$25.00
Page Amphitheater	A	B	C
Daily			
Facility Use Fee	\$0.00	\$100.00	\$250.00
Damage/Cleaning deposit required	\$500.00	\$500.00	\$500.00
Sports Complex Parking Lot	A	B	C
Parking Lot Use Fee (Special Permit Required) (from 1-5 days) (Fire Inspection, Building Permit, and Business Registration Fees are not included in the base fee)	\$0.00	\$2,500.00	\$2,500.00
Damage/Cleaning deposit required	\$1,000.00	\$1,000.00	\$1,000.00

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Sports Complex	A	B	C
Damage deposit	\$0.00	\$150.00	\$150.00
Softball Field Use M-Th. 8 a.m.- 8 p.m. (hourly per field)	\$0.00	\$15.00	\$15.00
Softball Field Use M-Th. Before 8 a.m. or after 8 p.m. (hourly per field)	\$0.00	\$25.00	\$25.00
Softball Field Use M-Th. 8 a.m.- 8 p.m. (daily per field)	\$0.00	\$60.00	\$60.00
Softball Field Use F-Sun. and Holidays 8 a.m.- 8 p.m. (daily per field)	\$0.00	\$100.00	\$100.00
Softball Field Use F-Sun. and Holidays before 8 a.m. or after 8 p.m. (per field)	\$0.00	\$100.00/day +\$25.00/hour	\$100.00 day +25.00/hour
Additional Field Grooming Fee – (“Start of Day” Grooming Included in Daily Fees)	\$0.00	\$40/field	\$40/field
Concessions	A	B	C
The City of Page has first rights of refusal to operate the concession stand during events. Should our local concessionaire not be available, the event director may opt to utilize the concession area in accordance with the Coconino County Environmental Health policies for \$30/event.	0.00	\$30.00/event	\$30.00/event
Use Fee – Public Address (PA) Sound System	A	B	C
Administration Fee (City exempt)	\$25.75	\$25.75	\$25.75
Deposit	\$0.00	\$100.00	\$100.00

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

PERA Facility	A	B	C
Sunset Room (234-person maximum capacity)			
Use Fee (up to 4 hours)	\$0.00	\$175.00	\$300.00
Each additional hour	\$0.00	\$25.00	\$25.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Tower Butte Room			
Use Fee (up to 3 hours)	\$0.00	\$75.00	\$100.00
Each additional hour	\$0.00	\$25.00	\$25.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Lone Rock Room			
Use Fee (up to 3 hours)	\$0.00	\$75.00	\$100.00
Each additional hour	\$0.00	\$25.00	\$25.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Lake Powell Room			
Use Fee (up to 3 hours)	\$0.00	\$50.00	\$75.00
Each additional hour	\$0.00	\$25.00	\$25.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Kitchen			
Use Fee (up to 3 hours)	\$0.00	\$150.00	\$200.00
Each additional hour	\$0.00	\$25.00	\$25.00
Damage/Cleaning deposit	\$0.00	\$200.00	\$200.00
Courtyard			
Use Fee (up to 3 hours)	\$0.00	\$100.00	\$150.00
Each additional hour	\$0.00	\$20.00	\$20.00
Damage/Cleaning deposit	\$0.00	\$150.00	\$150.00
Full Facility			
Use Fee (up to 4 hours)	\$0.00	\$625.00	\$925.00
Each additional hour	\$0.00	\$145.00	\$145.00
Damage/Cleaning deposit	\$0.00	\$500.00	\$500.00
Other Fees			
Staffing Charge (If on-site personnel required)	\$30.00	\$30.00	\$30.00
Key call out (when the customer forgets to pick up the key)	\$30.00	\$30.00	\$30.00
Lost Key	\$150.00	\$150.00	\$150.00

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Fire Department Service Fees

Out of City Fire Charges	
Fire engine service	\$250.00 per hour
Utility truck or any tanker	\$200.00 per hour
Any support or staff vehicle	\$50.00 per hour
Service	Two-hour minimum charge plus quarter hour increments from time paged to return to service
Charge for any tools damaged or destroyed, or supplies used during the incident	Cost plus 25%
The foregoing fees will be charged to the owner of the facility, building, structure, vehicle, or real property.	
Any mutual aid request from cooperating agencies is exempt from the above charges.	
Ambulance Charges For In-City and Out of City Transports	
Base Charge for ambulance service	\$1,043.48
Mileage Fee	\$12.48 per mile from point of pickup
Standby Time	\$61.27 per hour or fraction thereof
The rates adopted herein may be increased on an annual basis in accordance with the Consumer Price Index as permitted by the Arizona Department of Health Services.	
Page Fire Department Records and Associated Records	
REPORTS	\$10.00
Expedited Fee (Applicable only if report is available)	\$15.00
Electronic Media (Recordings, photos, video, etc.)	
Limited only to data storage space. If additional storage space is needed, additional CDs will need to be purchased. Please contact the Page Police Department for assistance with exceptionally large electronic media requests.	\$20.00
NOTE: Reports and associated records will be redacted/withheld in compliance with applicable state statutes. All requests will be fulfilled in the form of the official hardcopy. As a courtesy, electronic copies may also be requested at no additional cost.	
Page Fire Department and/or Page Police Department; standby for special events, if necessary	
Fire Department	\$150.00 for the first hour per vehicle and \$100.00 for each hour thereafter, not to exceed \$500.00 per day for standby services
Police Department	\$65.00 per hour per officer for standby services
Fire/Life Training Classes or miscellaneous classes	\$10.00 one class
	\$15.00 two classes
	\$20.00 three classes

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Horseshoe Bend Fees

Type of Vehicle	Fee
Motorcycle	\$5.00
Passenger Vehicle (including RV)	\$10.00
Commercial Vehicle (van/bus) up to 14 passenger capacity	\$35.00
Commercial Vehicle (van/bus) 15 to 35 passenger capacity	\$70.00
Commercial Vehicle (bus) over 35 passenger capacity	\$140.00
Annual Residential Pass (good for 10 visits)	\$50.00
Proof of residency must be supplied. (Only 1 pass per valid resident per year.)	

Insufficient Fund Fees

Description	Fee
Returned Check due to lack of available funds	\$25.00

Library Fees

Description	Fee
Wireless Internet, computers, and interlibrary loans	No Charge (for library card holders)
Notary Public – notarize document	No Charge
Disk Repair / Cleaning	\$3.00 per disk
Library Card	No Charge
Replacement Library Card	\$2.00
Fees for lost items / damaged items	\$10.00 (plus the replacement cost)
3D Printer Usage	\$0.20 per gram (First print free – Four hours max)
Temporary Card (nonresident)	\$25.00 (6 months)
Late fee for books, audio books, video books, and magazines	\$0.25 per day
Late fee for DVD's	\$1.00 per day
Late fee for interlibrary loans	\$1.00 per day
Interlibrary loans not picked up	\$1.50 per item
Late Fee for mobile hotspot checkouts	\$5.00 per day
Late Fee for laptops/mobile hotspot kits	\$10.00 per day
Late Fee for Library of Things (this includes sports equipment, bicycles, baking pans, etc.)	\$ 5.00 Per day
Material/Equipment Collections Fee	\$15.00
Library Room Rental – See <u>Facility Use Fees</u>	
Printing, scanning, laminating, and facsimile – See <u>Reproduction of Public Records & Duplication of Documents</u>	

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Liquor License/Permit Fees

Liquor License	
Any individual or organization requesting an Arizona Department of Liquor Licenses and Control Liquor License Application that requires a public hearing	\$250.00
Malt Liquor	
Consumption of spiritous liquors in City parks or recreation areas with “use permit” only.	\$25.00

Planning and Zoning Code Fees

Site Planning	
Site Plan Review (Commercial/Subdivision Plat/Conditional Use Permit)	\$500.00
Site Plan Review – Planned Area Development	\$1,000.00
Site Plan Revision (Subsequent Site Plan Reviews Required)	\$250.00
Use Permit and Zoning Fees	
Commercial Application Fee – Conditional Use Permit (CUP) Conditional Use Permit (CUP)	\$300.00
Temporary Use Permit (TUP)	\$50.00 per year (must be renewed annually)
Variance	\$250.00
Limited Modification to Requirements	\$250.00
Zone Change	\$500.00
Annexation	\$500.00
Zoning Appeal	\$250.00
Major Zoning Code or General Plan Amendment	\$1,000.00
Minor Zoning Code or General Plan Amendment	\$500.00
Printed Copies of 11” x 17” Plats, Maps or Plans	\$7.00 per sheet single sided only
Printed and Bound copy of General Plan	\$200.00
Subdivisions and Other Fees	
Division of Land – Parcel Map – Minor Boundary Survey	\$250.00
Preliminary Plat – Major Subdivision	\$500.00 + \$10.00 per lot
Final Plat – Major Subdivision	\$250.00 + \$5.00 per lot
Plat Revisions	\$100.00 + \$5.00 per lot
Reversion of Subdivided Land	\$250.00
Abandonment or Vacation of Public Right-of-way	\$250.00
Sign permit	Based on value like Building Permits
Zoning Letter Fee	\$50.00
Minor/Administrative Subdivision or Lot Combination Fee	\$50.00
Printed & Bound Copy of Zoning Codes	\$100.00
Printed & Bound Copy of Subdivision Regulations	\$50.00

Adopted by Resolution ##### on mm/dd/yyyy.

City of Page
Consolidated Fee Schedule
Police Department Fees

Police Department Services	Fees
Local Background Checks	\$25.00 each
Impounded Vehicle Post Storage Hearings	\$150.00 each
Peddlers Permit	\$50.00
Bike License Fee	\$5.00
Police Department Reports and Associated Records	
Reports and Associated Records:	\$10.00
Police Department Electronic Media (Recordings, photos, Video, etc.)	
Video Recordings Fee	\$46.00 per video hour reviewed
Storage Disc Limited only to data storage space. If additional storage space is needed, additional CDs will need to be purchased. <i>Please contact the Page PD Records Division for assistance with exceptionally large electronic media requests.</i>	\$20.00 per disc
NOTE: Reports and associated records will be redacted/withheld in compliance with applicable state statutes. All requests will be fulfilled in the form of an official hardcopy.	
Licensing for dogs	Fees
Three-year dog license	\$7.00
Two-year dog license	\$5.00
One-year dog license	\$3.00
Replacement license fee	\$1.00
Police Conference Room Rental – See Facility Use Fees	

Public Works Fees

Description of Service	Fee
Clean fill dirt	\$1.50 per cubic
Disposal of rubble (concrete, masonry, asphalt, clean earth, and rock)	\$1.00 per cubic yard over 30 cubic
Right of Way Fee	\$25.00

Adopted by Resolution ##### on mm/dd/yyyy.

**City of Page
Consolidated Fee Schedule**

Special Events/Activities Fees

Fee may be waived for City of Page Sponsored, Page Non-Profits, and Page Community Groups. Cancellations may be made up to one (1) week prior to use date, after which the use fee is forfeited.	
Permit Description	Fee
Special Event Permit Application Fee (Non-Refundable)	\$50.00
Film Permit	\$25.00
Page Fire Department and/or Page Police Department, if necessary:	
Fire Department	\$150.00 for the first hour/per vehicle and \$100.00 for each hour thereafter, not to exceed \$500.00 per day for standby services
Police Department (off duty management)	\$65.00 per hour/per officer for standby services
Mobile Stage Use	Fee
Stage Rental	\$250.00 per day (Delivery, Setup, and Pickup)
Lighting for stage	\$150.00 per day (Setup & Installation)
Deposit	\$500.00
Safety Barricades	
Barricades	\$1.50 each
Vendor Booth Fees	
Non-Profit Informational Booths	Free
Non-Profit Non-Food Items Booth	\$20.00
Non-Profit Food Vendor Booth	\$40.00
Food Vendor Booth	\$70.00
All Other For-Profit Booths	\$40.00
Cancellation Fee	\$10.00
The booth fees do not apply to a vendor that has a current Temporary Use Permit or other outdoor vending permit issued by the City of Page.	

Adopted by Resolution ##### on mm/dd/yyyy.

Justification for Changes to the 2026 Consolidated Fee Schedule

Business Registration/Permit Fees

- Added Short Term Rental Fees – Pursuant to Arizona Revised Statutes (ARS) §9-500.39, a fee of up to \$250 per license may be charged.

Expense Category	Estimated Annual Cost
Software & Monitoring	\$30,000
Personnel	\$30,000
Administrative	\$40,000
Office Supplies	\$2,500
Total Estimated Cost	\$102,500
Estimated # of STRs	440
Total Cost per STR	\$232

Duplication & Record Fees

- Added Commercial Record Request Fees – The fee for commercial public-records requests is being raised to \$30 per hour. Pursuant to ARS § 39-121.03, a fee may be charged to recover the reasonable costs incurred by the department, essential expenses including the time, equipment, and personnel required for processing and reproduction. The software for processing public record requests currently costs approximately \$11,000 per year and the personnel time costs approximately \$30 per hour.

Facility Use Fees

- Added Use and Other Fees for the PERA Facility – Pursuant to ARS 9-499.15 and 9-511.01, facility use fees will be collected for rentals of the PERA facility. Based on the following analysis, community room rentals must generate a minimum of \$150 - \$300 per rental to cover operational costs. The full facility cost is the combined cost of all rooms.

Expense Category	Average Estimated Cost
Personnel	\$96 - \$144
Maintenance	\$12 - \$72 (depending on hours)
Custodial & Supplies	\$15 - \$25
Administrative	\$50 - \$75
Total Estimated Cost	\$173 - \$316 per rental

Horseshoe Bend Fees

- Added Annual Residential Pass – An annual pass will be available for Page residents only (verified by valid ID). The \$50 pass will be valid for 10 visits. The pass is restricted to one per valid resident per year.

Library Fees

- Changed *Fees for lost items / damaged items* – The current fee charged for lost library items is \$4, a rate that has not been adjusted in over 15 years. During that time, the cost of replacing materials (books, DVDs, and other circulating items) has significantly increased due to inflation, rising publishing costs, and shipping expenses.
- Removed *Computer Use (non-Library card holder)* – Computers and internet access are no longer “optional extras” – they are necessary for completing job applications, filing taxes, applying for benefits, doing homework, and accessing healthcare. By keeping computer use free, the library fulfills its role as a critical lifeline for digital equity.
- Added *3D Printer Usage* – Printers require regular cleaning, calibration, and replacement parts (nozzles, beds, belts, etc.). These ongoing expenses add up, and a usage fee helps ensure the library can keep the printer running smoothly for everyone. 3D printing requires filament (usually PLA or ABS plastic), which can be expensive. A single spool may cost \$20-\$40 and prints often use a significant portion depending on project size.
- Added *Material/Equipment Collections Fee* – Accumulated unpaid fees of \$75 or more will be referred to collections. Accounts are submitted to collections on the 30th day after the account reaches \$75 or more. At that time, a non-refundable collection fee will be added to the library account. The library charges a collection fee when an account is referred to collections. This fee helps offset the administrative costs associated with the recovery process. Referring accounts to collections requires staff time (approximately \$20 per hour), specialized processing, replacement cost (\$5.00 plus the current replacement cost per item), and payment to the collections department (\$15.00 per item).

Page Police Department

- Removed *Vehicle/Large Property Evidence Impound Fee*.
- Removed *Expedited fee (applicable only if report is available)*.
- Added Video Recordings Fee – The fee for public records requests for copies of video recordings is being raised to \$46 per video-hour reviewed pursuant to Arizona

Revised Statutes (ARS) § 39-129. This fee adjustment is necessary to recover the reasonable costs incurred by the department, cover essential expenses including the time, equipment, and personnel required for reviewing the video recording, transmitting the copy, making the copy, redacting (editing out) any information that is legally confidential or protected from public disclosure (as required by law). The video editing software currently costs \$3,910.48 per year, and the processing takes an average of two hours for every video hour reviewed.

- Clarified that the \$20 fee is for a Storage Disc and would be assessed per disc.

Special Events/Seasonal Activities

- Added “*off duty management*” for clarification for *Police Department*.
- Added *Barricades* - Implementing a barricade fee would promote fiscal responsibility and sustainability of City assets; offset increasing costs of staffing, equipment maintenance, and event support; encourage more efficient and accountable use of City resources by event organizers; ensure continued support for both public and private events without compromising other community services. The proposed barricade fee is a fair and necessary measure to ensure sustainability of City resources and services. It aligns with standard practices in comparable municipalities and helps balance the cost of community events with responsible fiscal management. This fee will help recover costs related to labor, maintenance, and replacement while maintaining safe and well-managed community events. The City of Page provides barricades for both public and private events, including community events, music festivals, etc. These barricades are critical for maintaining public safety, managing traffic flow, and organizing event areas. At present, the City does not charge any fee for the use, setup, or removal of barricades. The Parks and Special Events Departments are responsible for delivering, setting up, and collecting the barricades before and after each event. Due to the frequency of event requests, this often requires staff overtime and weekend work, placing an additional strain on departmental budgets and staffing schedules. The Parks Department currently provides and manages approximately 200-400 barricades per large event. The replacement cost per barricade is \$92. On average, 20–25 barricades need replacement annually due to wear, damage, or loss. The typical setup and takedown require 3-5 staff members working 4–6 hours total. Many events occur on weekends, resulting in overtime costs of \$300–\$600 per event. The absence of a user fee has created ongoing budgetary and operational challenges, including unrecouped labor costs, increased wear and tear on city equipment, and lack of accountability from event organizers.

Formatting and conforming changes made throughout.

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Grand Canyon Region Long-Term Recovery Plan for the Dragon Bravo and White Sage Fires

Agenda Section: New Business

Agenda Sub-category: Presentation

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

TBD

Background:

Presentation by Coconino County.

Coconino County is leading the regional recovery efforts related to the Dragon Bravo & White Sage fires by hiring AC Disaster Consulting to develop a long-term recovery plan that will lead to more resilient and robust communities and economies. The team held numerous community engagement events throughout the region to learn from the communities impacted by the fires. Following those meetings, AC Disaster Consulting forged that information into the long-term recovery plan that they will present to the Coconino County Board of Supervisors for the first time on March 24th, 2026. Following that initial presentation, AC Disaster Consulting will present the plan to four other area communities which are Fredonia/Kanab, Page, Tuba City, and Tusayan.

The final plan provides three distinct and complementary Task Force Annexes: an Economic Development Task Force Annex, a Health and Social Services Task Force Annex, and a Natural and Cultural Resources Task Force Annex. Each Task Force Annex has an action plan that identifies leads, team participants, goals, and timelines ranging from immediate/short term to medium and long-term goals. The implementation of the plan will likely span years.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Executive Summary

Executive Summary

A REGION TESTED – AND A REGION COMMITTED

The 2025 Dragon Bravo and White Sage wildfires altered the trajectory of the greater Grand Canyon region.

What began as lightning-sparked wildfires during an exceptionally dry summer, and combined with very high winds, quickly triggered a regional economic shock, compounding losses and deepening instability in a region already operating on thin margins. Over 200,000 acres burned across the Grand Canyon North Rim and the Kaibab Plateau. The destruction of the historic Grand Canyon Lodge, extended closures of the North Rim, smoke impacts across Northern Arizona and Southern Utah, and disruptions along U.S. Highway 89A (US 89A) and State Route 67 (SR 67) created cascading economic and social consequences that continue into 2026 and beyond.

These wildfires did not devastate County infrastructure. Instead, these led to something more complex by destabilizing an interconnected regional economy built on access, visitation, working lands, recreation, and cultural landscapes. They exposed how tightly linked gateway communities are to federal land operations, seasonal tourism cycles, and public confidence in access and safety. They strained micro-economies where a handful of businesses represent community stability. They tested the resilience of Tribal Nations, ranching operations, small businesses, seasonal workers, and families across Northern Arizona and Southern Utah.

This Long-Term Recovery Plan (LTRP) recognizes that recovery in this region is not defined by debris removal alone. Rather, it is defined by restoring economic confidence, strengthening social systems, rebuilding ecological health, protecting cultural resources, and ensuring that communities emerge more resilient than before.

While plan development is complete as of March 2026, it is important to note that the work is still to be accomplished. Implementation will be a multi-year, long-term effort.

A COMMUNITY-DRIVEN PLAN, BUILT BY LISTENING

From the outset, Coconino County and their partners committed to a simple principle: recovery must be locally driven.

Between December 2025 and February 2026, the planning team engaged local community representation across Northern Arizona and Southern Utah to gather wildfire impact and recovery needs data straight from those who live and work in this region. The planning team facilitated nine Community and Small Business Listening Sessions across Marble Canyon, Fredonia (along with

their immediate neighbors to the north, Kane County and Kanab, Utah), Page, Navajo Nation communities, Flagstaff, Tusayan, Williams, and Sedona. A public survey remained open for more than two months. Stakeholder interviews were conducted with Tribal leaders, federal land managers, ranchers, outfitters, tourism operators, health providers, nonprofits, and municipal officials.

Communities across the region consistently highlighted the following needs and priorities:

- Communities need accurate, coordinated, real-time information about what is open and accessible.
- There is a significant need for more positive and accurate marketing.
- Small businesses require sustained support to bridge revenue losses and rebuild traveler confidence.
- Working lands must be restored in a way that supports ranchers, loggers, and rural families.
- Cultural resources and Tribal priorities must remain central in recovery decisions.
- Recovery will not be short-term.

This LTRP reflects those voices. The action items were not written in isolation. They were shaped by business owners describing cancellations, ranchers outlining grazing losses, Tribal representatives articulating cultural concerns, health providers identifying health impacts, and local officials navigating tourism decline and uncertainty.

The County and its partners listened. This Plan aims to operationalize what was heard.

A COORDINATED RECOVERY STRUCTURE

Consistent with the National Disaster Recovery Framework (NDRF), Arizona's State Emergency Response and Recovery Plan (SERRP), and the County's Emergency Operations Plan (EOP) and Disaster Recovery Framework (DRF), Coconino County established three Recovery Task Forces:

- 1. Economic & Tourism Recovery**
- 2. Health & Social Services**
- 3. Natural & Cultural Resources**

These Task Forces are not merely advisory; they are implementation bodies. Each Task Force developed action items that identify clear leads, supporting partners, timelines, dependencies, and potential funding sources.

The structure is deliberate, and the region’s challenges are interconnected:

- Tourism recovery affects workforce stability and community health.
- Forest restoration affects tourism and economic vitality.
- Cultural resource protection affects community identity and long-term sustainability.

The Task Force model ensures cross-sector coordination and avoids fragmented efforts.

On March 24, 2026, the Coconino County Board of Supervisors (BOS) approved and adopted this plan by resolution, marking the formal completion of the Plan and launching the formal beginning of implementation.

THE REAL WORK BEGINS NOW

Completion of this document does not equal recovery. It initiates accountability.

Each Task Force now assumes responsibility for:

- Convening regularly to advance assigned action items and identify additional initiatives.
- Coordinating across jurisdictions and sectors.
- Engaging stakeholders identified within the Plan.
- Tracking measurable progress.
- Adjusting strategies as conditions evolve.

Implementation will require sustained engagement from:

- Federal land management partners.
- Tribal Nations.
- Municipal governments.
- Small business coalitions.
- Tourism organizations.
- Nonprofits and community groups.
- State and federal partners.

Recovery in the greater Grand Canyon region cannot be sporadic; it must be sustained.

CHAMPIONS AND ADVOCACY: THE DECIDING FACTOR

This LTRP is an operational framework designed to guide action, promote engagement, spur accountability, and serve as an advocacy tool to secure support.

The Plan documents community needs, prioritized actions, and implementation-ready strategies. It positions the Coconino County BOS and regional partners to:

- Advocate at the State Legislature for rural wildfire recovery investment.
- Engage Arizona’s Congressional delegation with clearly defined projects tied to economic stabilization, forest restoration, and infrastructure resilience.
- Support coordinated regional requests with Kane County, Tribal Nations, and federal land managers.
- Demonstrate to appropriators that recovery needs are documented, prioritized, and actionable.

Long-term recovery in this region will depend on visible champions. That includes elected officials, agency leadership, Tribal leaders, business owners, and community advocates who are willing to carry this Plan forward in budget discussions, legislative sessions, grant applications, and intergovernmental negotiations.

Without sustained advocacy, recovery efforts risk stalling. With champions, this Plan becomes a lever for funding, policy alignment, and long-term resilience.

PARTNERSHIP AS THE FOUNDATION

The Dragon Bravo and White Sage Fires primarily burned federal lands. Yet their impacts extended far beyond federal boundaries. This reality reinforces a central truth: recovery must be multi-jurisdictional.

The partnership model used to develop this plan must continue into implementation. The region’s interconnected travel corridors, shared workforce realities, cultural landscapes, and watershed systems require coordinated decision-making.

Jurisdictional boundaries do not define recovery boundaries. The region’s response must reflect that.

A CALL TO ACTION

This Plan identifies Task Force leads and supporting partners while calling on the broader community.

Residents, small business owners, nonprofit organizations, Tribal members, outfitters, ranchers, and seasonal workers all have a role in recovery, including:

- Participating in Task Force engagement opportunities.
- Providing feedback on implementation progress.
- Supporting local businesses and regional tourism campaigns.
- Sharing accurate information about access and reopening milestones.
- Advocating for the region’s needs at the state and federal levels.

Community involvement strengthens accountability. When recovery is visible and participatory, it builds confidence.

The LTRP is not owned solely by government. It belongs to the people of the region.

THE LONG HORIZON

Wildfire recovery in high-elevation, forested landscapes is measured in years, often decades. Reforestation, watershed stabilization, rebuilding visitor infrastructure, restoring grazing capacity, protecting cultural sites, and reestablishing tourism confidence require time.

The Action Plans in this LTRP reflect short-term (0 – 6 months), mid-term (6 – 24 months), and long-term (24+ months) timeframes. Many of the most transformative initiatives fall within the long-term (ongoing) category. That is intentional.

The region’s future depends not only on reopening what was closed, but on strengthening systems:

- Diversifying local economies in the tourism industry and other sectors.
- Improving regional marketing coordination.
- Increasing partner coordination on operational messaging.
- Enhancing community health and social support.
- Investing in forest health and erosion mitigation.
- Modernizing traveler information systems.

- Strengthening cross-border collaboration with Southern Utah partners.

This is not a one-season recovery effort. It is a multi-year commitment to resilience.

THE FUTURE WE ARE BUILDING

The greater Grand Canyon region remains one of the most extraordinary landscapes in the world. Its strength lies in more than scenery, such as:

- Communities that understand stewardship.
- Tribal Nations with enduring cultural heritage and traditions.
- Ranchers and working families who know the land intimately.
- Small business owners who sustain micro-economies.
- Federal partners managing world-class public lands.
- Public servants, educators, artists, scientists, and entrepreneurs investing in the region's future.

Successful implementation of this LTRP will result in:

- Reopened and restored recreation assets.
- Revitalized tourism markets grounded in coordinated marketing.
- Improved accuracy and coordination in operational messaging.
- Stabilized and diversified local economies.
- Strengthened health and social support systems.
- Protected cultural landscapes and ecological integrity.
- A region better prepared for future wildfire seasons.

The Dragon Bravo and White Sage Fires disrupted the trajectory of the greater Grand Canyon region, but they did not define its future. **This Plan charts a deliberate path to reclaim momentum, restore confidence, and strengthen the systems that sustain our communities, economies, and landscapes.** Its completion marks an important milestone; its implementation will determine the outcome. The next chapter of recovery will be written through sustained action, visible leadership, and shared accountability.

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: Page Utility Enterprises

Presented by:
Bryan Hill, Manager

Brief Title: Western Area Power Administration (WAPA) Electric Marketing Services Agreement

Agenda Section: New Business

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve WAPA Contract No. 25-SLC-1383, between WAPA and City of Page dba Page Utility Enterprises for Electric Marketing Services.

Background:

The Original Power Marketing and Scheduling Contract, 04-SLC-0514 which became effective July 28, 2004, is set to terminate on March 31, 2026. The CRSP balancing authority (operator whereas Page's power load scheduling and balancing is performed) has accepted Page as an ongoing customer, and implemented administrative steps to place Page in the new energy market arrangement in 2026.

The Western Power Market is undergoing several significant changes that have large impacts on Electric Utilities. Utilizing Page's long-standing & solid relationship with WAPA, WAPA and Page have worked cooperatively during this transition. Page highly appreciates WAPA's willingness to continue our arrangement as this new structure endures uncertainty creating difficulty in finalizing this long-term agreement. This new Contract will allow WAPA and Page to continue to operate as we have in the past but under a new restructured business arrangement.

Term of Contract: This Contract shall become effective April 1, 2026, and shall remain in effect until midnight, September 30, 2035; Provided that either Party may terminate this Contract by giving written notice to the other Party not less than one (1) year in advance of the effective date of termination.

Alternatives Considered:

KR Saline/Caliso & Deseret G&T

Advisory Board/Commission Action:

At the regularly scheduled PUE Board meeting conducted on March 10, 2026, the Board reviewed Contract 25-SLC-1383 with Staff's recommendation. The Board voted unanimously to forward the above-referenced Contract Amendment to Page City Council for approval.

Fiscal Impact:

Fiscal Year:
Amount Requested:
Line Item(s):

Budget Impact:

Notes:

Attachments:

1. WAPA Contract No. 25-SLC-1383
2. Council Communication WAPA Contract No. 25-SLC-1383

AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATOR
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

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AGREEMENT NO. 25-SLC-1383

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT REGION

AND

PAGE UTILITY ENTERPRISES

FOR

ELECTRIC MARKETING SERVICES

1. PREAMBLE: This Agreement No. 25-SLC-1383 (Agreement) is made this _____ day of _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); April 11, 1956 (70 Stat. 105); August 4, 1977 (91 Stat. 565); and acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Colorado River Storage Project Region, hereinafter called "WAPA" represented by the officer executing this Agreement or a duly appointed successor, and Page Utility Enterprises, hereinafter called "Page Utility" its successors and assigns; each sometimes hereinafter individually called the "Party" and both sometimes hereinafter collectively called the "Parties."
2. EXPLANATORY RECITALS:
 - 2.1 WAPA operates the Colorado River Storage Project (CRSP) Energy Management and Marketing Office (EMMO) in Montrose, Colorado.

- 2.2 WAPA-CRSP will be joining the Southwest Power Pool Regional Transmission Organization (SPP-RTO) as a Participating Transmission Owner with a proposed effective date of April 1, 2026.
 - 2.3 Page Utility is a municipality organized and existing under the laws of the State of Arizona and has received an allocation of power and energy from WAPA.
 - 2.4 Since January 1, 2003, WAPA has provided Page Utility with services necessary to serve Page Utility's full electric service load. Page Utility has requested that this service be provided under long-term arrangements.
 - 2.5 Page Utility requested that WAPA, through the EMMO, act as its agent to provide wholesale electric supplies and scheduling services for Page Utility.
 - 2.6 Page Utility has installed six (6) 1.6 MW diesel generator units and has requested WAPA remotely operate and market these units for the benefit of Page Utility.
 - 2.7 Page Utility has agreed to be a Member Participant of the SPP RTO, anticipated on April 1, 2026, and as such will be responsible for all costs associated with participating in the SPP RTO.
 - 2.8 To facilitate Page Utility's participation in the Southwest Power Pool, Regional Transmission Organization, WAPA agrees to perform all necessary market participant duties on Page Utility's behalf. These duties encompass forecasting, power scheduling, load and resource balancing, procurement of supplemental energy, meter agent services, and financial settlement services. All services provided under this subsection, along with their corresponding charges, are described in the exhibits to this Agreement, as may be revised.
3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. PRIOR AGREEMENT: The following agreement shall be replaced by this Agreement on the date that this Agreement becomes effective.

Contract No.	Title	Date
05-SLC-0514	Electric Marketing Services	July 28, 2004

5. TERM OF AGREEMENT: This Agreement shall become effective on the date first written above and shall remain in effect until midnight, September 30, 2035; Provided, that either Party hereto may terminate this Agreement by giving notices to the other Party not less than one year's notice in advance of the effective date of the termination.

6. MARKETING, SETTLEMENTS, AND OTHER SERVICES:

- 6.1 Beginning on the effective date of this Agreement, WAPA will perform activities necessary to supply Page Utility with electric services that will serve Page Utility's electrical load.
- 6.2 These services may include, but are not limited to, registration of assets with SPP RTO, acquisition of required electric commodities, economic analysis, cost estimates, requests for proposals, negotiations with power suppliers, awarding power contracts, scheduling, and meter interrogation, market data submissions, and financial settlements.
- 6.3 Written Scheduling, Accounting, and Billing Procedures detailing how the energy will be scheduled, accounted for, and billed will be developed by the Parties and shall be attached hereto as Attachment No. 1 and shall become part of this Agreement.
- 6.4 Loads in excess of hydropower and behind the meter generation is met with day-ahead and real-time purchases. WAPA will be responsible for making all day-ahead and real-time energy purchases required to meet the full electric

requirements of Page Utility after consideration of WAPA hydropower and any behind the-meter generation.

7. CHARGE FOR SERVICE:

7.1 The initial estimated one-time cost for WAPA to perform various activities in preparation, implementation, and onboarding for the SPP RTO go-live date is provided for in Exhibit A.

7.2 WAPA will charge Page Utility for the services provided in Section 6 herein, as described in the initial Exhibits B, C, and D and will recover the costs of providing these services to Page Utility through Scheduling and Service Fees (Fees).

7.3 Fees will be reviewed each year and will be adjusted to reflect current costs and will be set forth in a revised Exhibit E, as necessary. On a monthly basis WAPA will bill Page Utility for the cost of providing the services.

7.4 Settlements and billing backup data will be made available to Page Utility by WAPA upon request.

7.5 Page Utility shall pay the bill in accordance with Provision 13 of the General Power Contract Provisions which are attached to the Agreement. Payment of such bill must be received before service will be provided.

8. LIMITATION OF LIABILITY: Page Utility recognizes that WAPA intends to use good business judgment in making decisions related to the performance of this Agreement. Page Utility shall have no recourse or cause of action against WAPA based on, related to, or arising from WAPA EMMO's exercise or failure to exercise good business judgment.
9. DISPUTE RESOLUTION: Any dispute between the Parties arising under this Agreement shall be referred by written notice from the designated Authorized Representative of the disputing Party to the designated Authorized Representative of the other Party for resolution on an informal basis. Should the Authorized Representatives fail to resolve such dispute within thirty (30) calendar days, the dispute will be referred to each Party's senior management. Lacking resolution by senior management within sixty (60) calendar days from the date of the written notice of dispute or such other period of time as the Parties mutually agree, each Party may pursue all remedies available to it under law or equity.
10. RELEASE OF INFORMATION: WAPA, acting as Page Utility's Marketing Agent, may in the course of business receive requests for information (including, but not limited to administrative document requests, subpoenas, and court orders) from third parties that may seek information pertaining to Page Utility, which Page Utility considers confidential and proprietary, and to which Page Utility would object to said release of information. WAPA will process all such requests for information in accordance with applicable Federal law including, but not limited to the Freedom of Information Act, 5 U.S.C. § 552 and the Privacy Act, 5 U.S.C. § 552a and will oppose or give Page Utility opportunity to intervene for the purpose of opposing.

11. NECESSARY APPROVALS AND AUTHORIZATIONS: Page Utility warrants that it has obtained all approvals and authorizations from Federal, state, and local authorities and/or regulatory bodies in order to utilize the output of its three (3) wind generation facilities with a combined output of 3.32 MW.
12. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP), dated July 17, 2025, are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, that only Provisions 1.1, 2, 4, 13, 31, 32, 33, 34, 39, 40, and 41 shall be applicable hereto.
13. EXHIBITS: The initial exhibits to this Agreement, as they may be amended or revised on an as needed basis, are attached to this Agreement and are incorporated by reference as if herein fully set forth. New exhibits may be added in the future, as required, and shall be made part of this Agreement by mutual written Agreement of the Parties.
14. ATTACHMENTS: Inasmuch as certain terms of this Agreement may change during the term of this Agreement, they will be set forth in attachments as formulated and modified from time to time. The initial attachments are attached hereto, and each is incorporated into this Agreement in accordance with its respective terms until superseded by a subsequent attachment. Changes, additions, or modifications to the attachments shall be reflected in new or revised attachments and will be distributed in accordance with Provision 40 of the GPCP.
15. AUTHORIZED REPRESENTATIVES: The following authorized representatives are designated for this agreement as follows:

City of Page: General Manager
Telephone Number: 928-645-2419

WAPA: EMMO Manager
Telephone Number: 970-240-6209

Representatives may be changed from time to time by notification to the other Party by telephone during normal working hours.

16. EXECUTION BY COUNTERPARTS: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, thereon, and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one (1) or more signature pages.
17. ELECTRONIC SIGNATURES: The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using DocuSign, Adobe Sign, or Adobe E-Sign pursuant to Section 18, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.
18. AUTHORITY TO EXECUTE: Each individual signing this Agreement certifies that the Party represented has duly authorized the individual to execute this Agreement that binds and obligates the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

WESTERN AREA POWER ADMINISTRATION

By: _____
Brent C. Osiek
Vice President of Power Marketing
Colorado River Storage Project Region
Western Area Power Administration
Salt Lake City, Utah

PAGE UTILITY ENTERPRISES

By: _____
Name
General Manager
CUSTOMER
Street
City, State

EXHIBIT A

PROJECT IMPLEMENTATION TASKS (INITIAL ONE-TIME COST)

1. This Exhibit A (Exhibit A), made this _____ day of _____, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on _____. This Exhibit A shall remain in effect until superseded by another Exhibit A; provided, this Exhibit A, or any superseding Exhibit A, shall terminate upon expiration of the Agreement.

2. WAPA performs various activities in preparation for the SPP RTO go-live date and a one-time cost is associated with the work indicated below:
 - 2.1 Consult with Page Utility to determine the necessary services and communicate status and onboarding information.
 - 2.2 Develop Agreement terms for services requested.
 - 2.3 Facilitate SPP RTO onboarding tasks for Page Utility.
 - 2.4 Submit User Guides with SPP (Register Assets / Model Information):
 - a. Register Source / Sink and Open Access Same-Time Information System registrations in Electric Industry Registry
 - b. Submit Attachment A and B SPP Tariff Forms – Transmission Customer Firm and Non-Firm Point-to-Point Agreements as needed
 - c. Submit Attachment AH SPP Tariff Forms – Market Participant Contract
 - d. Submit Attachment AM SPP Tariff Forms – Meter Agent Contract
 - e. Submit Resource Adequacy Load Data
 - f. Request Network Delivery Point on WAPA’s Loveland Area Projects (LAP) transmission system
 - g. Set up Local Security Administrator Roles for SPP RTO participation as necessary

EXHIBIT B
**DESCRIPTION OF MERCHANT SERVICES (PRESCHEDULE, DAY AHEAD,
AND REAL-TIME ACTIVITIES)**

1. This Exhibit B (Exhibit B), made this ____ day of _____, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on _____. This Exhibit B shall remain in effect until superseded by another Exhibit B; provided, this Exhibit B, or any superseding Exhibit B, shall terminate upon expiration of the Agreement.

2. WAPA performs merchant services associated with delivery of power and energy needed by Page Utility which are indicated below:
 - 2.1 Forecast Load.
 - 2.2 Create hourly load profile and submit energy schedule to portal for LAP delivery of FES.
 - 2.3 Create hourly load profile and submit energy schedule to portal for market energy over and above the federal allocation, commonly termed Co-Supply load.
 - 2.4 Submit Demand Bid for FES.
 - 2.6 Submit Demand Bid for Co-Supply Load.
 - 2.7 Participate and represent Page Utility's interest on various Market Working Groups and User Forums.

3. Costs for the merchant services listed in Section 2 of this Exhibit B are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.1 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services

Exhibit B
Agreement No. 25-SLC-1383
Page Utility Enterprises

performed by WAPA under the Agreement, and this Exhibit B shall be reviewed annually, unless otherwise agreed.

4. This Exhibit B shall be modified in accordance with Section 13 of the Agreement.

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EXHIBIT C

DESCRIPTION OF SETTLEMENTS AND OTHER SERVICES

(SETTLEMENTS AND AFTER-THE-FACT ACTIVITIES)

1. This Exhibit C (Exhibit C), made this ____ day of _____, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on _____. This Exhibit C shall remain in effect until superseded by another Exhibit C; provided, this Exhibit C, or any superseding Exhibit C, shall terminate upon expiration of the Agreement.

2. WAPA performs settlements and other after-the-fact activities, which are indicated below:
 - 2.1 Participate and represent Page Utility's interest on various Change User Group and Settlement User Forum.
 - 2.2 Remotely interrogate meters daily and supply meter data to energy management and marketing office daily for forecasting and analysis.
 - 2.3 Submit load meter data to SPP RTO daily for the initial settlement statements, produced approximately seven days after the operating day (S7). Resubmit updates as needed for S53 and S120 resettlement windows.
 - 2.4 Review and evaluate Market Shadow Settlements.
 - 2.5 Supply statements, invoices, and determinant reports to Page Utility.
 - 2.6 Process market settlement invoice for payments or collections with SPP RTO on a weekly basis.
 - 2.7 Provide summary of charges/credits for monthly billing of Page Utility market settlements.

- 2.8 Submit settlement disputes if needed.
 - 2.9 Submit transmission meter data monthly (load coincident peak meter data for transmission services).
 - 2.10 Review and evaluate Transmission Shadow Settlements.
 - 2.11 Process transmission settlement invoice payments to SPP RTO on a monthly basis.
 - 2.12 Pass through market and transmission charges/credits on a monthly basis to Page Utility on WAPA's power bill.
 - 2.13 Perform Bilateral checkouts and invoice processing for additional energy purchases made outside the SPP RTO footprint, if applicable.
 - 2.14 Review and update service fee annually or as required.
3. Costs for the services listed in Section 2 of this Exhibit C are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.2 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services performed by WAPA under the Agreement, and this Exhibit C shall be reviewed annually, unless otherwise agreed.
 4. This Exhibit C shall be modified in accordance with Section 13 of the Agreement.

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EXHIBIT D

DESCRIPTION OF INFORMATION TECHNOLOGY SERVICES

1. This Exhibit D (Exhibit D), made this _____ day of _____, to be effective under and as a part of Agreement No. 25-SLC-1383 (Agreement), shall become effective on _____. This Exhibit D shall remain in effect until superseded by another Exhibit D; provided, this Exhibit D, or any superseding Exhibit D, shall terminate upon expiration of the Agreement.
2. WAPA will perform information technology (IT) services, which are indicated below:
 - 2.1 Ongoing system administration support to energy accounting and marketing software systems application programming interfaces (APIs), which are protocols that allow different software applications to communicate and exchange data.
 - 2.2 Ongoing SCADA (Supervisory Control and Data Acquisition) support to provide real-time instantaneous data to SPP RTO via Inter-Control Center Communications Protocol.
 - 2.6 Annual Fee OATI Certificates (3 certificates).
 - 2.7 NAESB Entity Renewal Fees.
3. Costs for the services listed in Section 2 of this Exhibit D are based on a Fee for Service methodology (Fee for Service) and are indicated in subsection 3.3 of Exhibit E. The Fee for Service will be a fixed amount based on an annual review of the services performed

Exhibit D
Agreement No. 25-SLC-1383
Page Utility Enterprises

by WAPA under the Agreement, and this Exhibit D shall be reviewed annually, unless otherwise agreed.

4. This Exhibit D shall be modified in accordance with Section 13 of the Agreement.

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4. In accordance with Section 7 of the Agreement, Page Utility shall pay WAPA monthly for the annual amount for each fiscal year period from October 1st to September 30th for the charges that are associated with the work described in Exhibit B, Exhibit C, and Exhibit D.¹
5. This Exhibit E shall be modified in accordance with Section 13 of the Agreement and shall be reviewed each year and revised as necessary or as otherwise agreed upon by the Parties.

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¹ Costs will be reviewed annually and updated as needed.

PAGE UTILITY ENTERPRISES

COUNCIL COMMUNICATION

MEETING DATE: March 25, 2026

Date: March 18, 2026
TO: Honorable Mayor Steven Kidman & Page City Council
FROM: Bryan Hill P.E., General Manager
SUBJECT: Approval of WAPA Contract No. 25-SLC-1383 to replace WAPA Contract 04-SLC-0514 For Electric Marketing Services

RECOMMENDED ACTION:

I move to approve WAPA Contract No. 25-SLC-1383, between Western Area Power Administration (WAPA) and City of Page dba Page Utility Enterprises for Electric Marketing Services.

BACKGROUND:

The Original Power Marketing and Scheduling Contract, 04-SLC-0514 which became effective July 28, 2004, is set to terminate on March 31, 2026. The CRSP balancing authority (operator whereas Page's power load scheduling and balancing is performed) has accepted Page as an ongoing customer, and implemented administrative steps to place Page in the new energy market arrangement in 2026,

The Western Power Market is undergoing several significant changes that have large impacts on Electric Utilities. Utilizing Page's long-standing & solid relationship with WAPA, WAPA and Page have worked cooperatively during this transition. Page highly appreciates WAPA's willingness to continue our arrangement as this new structure endures uncertainty creating difficulty in finalizing this long-term agreement. This new Contract will allow WAPA and Page to continue to operate as we have in the past but under a new restructured business arrangement.

Term of Contract: This Contract shall become effective April 1, 2026, and shall remain in effect until midnight, September 30, 2035; Provided that either Party may terminate this Contract by giving written notice to the other Party not less than one (1) year in advance of the effective date of termination.

ALTERNATIVES CONSIDERED: KR SALINE/CALISO & DESERET G&T

ADVISORY BOARD / COMMISSION ACTION:

At the regularly scheduled PUE Board meeting conducted on March 10, 2026, the Board reviewed Contract 25-SLC-1383 with Staff's recommendation. The Board voted unanimously to forward the above-referenced Contract Amendment to Page City Council for approval.

BUDGET IMPACT: No known budget impact from current arrangement.

ATTACHMENTS: WAPA Contract No. 25-SLC-1383

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Council

Presented by:

Brief Title: Non-Disclosure Agreement (NDA) Policies

Agenda Section: New Business

Agenda Sub-category: Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Staff recommends that the city council simply move to direct staff not to sign NDAs without prior approval from council.

Background:

Councilor Roundtree suggested we proactively establish clear policy on Non-Disclosure Agreements that prohibit employees from signing NDAs that bind our city without Council knowledge or consent. Staff does not have any concerns with Council directing staff not to sign NDAs without Council consent. None of staff believe that NDAs are effective or necessary in the context of government laws that require disclosure regardless of whether an NDA has been signed. NDAs cannot change or supersede public record laws and thus only memorialize the existing law. In other words, they don't make any documents confidential that aren't made confidential by state law anyway. Therefore, they offer no protections to third parties that are not already provided by state law, and are thus unnecessary. Staff does not intend to enter into any NDAs regardless and thus have no concerns with Council requiring Council approval before signing an NDA. Staff would prefer a simple prohibition over a detailed policy.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Clerk

Presented by:

Brief Title: Resolution 1340-26 - Permanent Base Adjustment

Agenda Section: New Business

Agenda Sub-category: Resolution

Action: Resolution

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Clerk to introduce Resolution 1340-26 by title only.
Move to adopt Resolution 1340-26.

Background:

This Resolution was adopted during the previous meeting. However, corrections to the calculations for the Permanent Base Adjustment required an update to the amount shown on the Resolution.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Resolution 1340-26 Permanent Base Adjustment

RESOLUTION NO. 1340-26

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE LIMITATION

WHEREAS, The Arizona State Constitution permits the submission to the voters of a City or Town of a permanent adjustment to the Base Expenditure Limitation; and

WHEREAS, The City Council of the City of Page, Arizona has determined that a permanent base adjustment is necessary for the City of Page.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of Page, Arizona, that the following permanent base adjustment be submitted to the voters of the City of Page.

Shall the Expenditure Base of the City of Page be permanently adjusted by \$2,911,592?

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 25th day of March, 2026, by the following vote:

Ayes _____
Nays _____
Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: City Manager

Presented by:

Brief Title: EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.

Ordinance 750-26 - Amendment to Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of Hwy 98

Agenda Section: Executive Sessions

Agenda Sub-category: Executive Session

Action: Ordinance

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Clerk to introduce Ordinance 750-26 by title only.

Move to adopt Ordinance 750-26.

Background:

See memo.

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Trebol Hospitality Memo Amendment
2. Ordinance Amendment to Trebol Agreement-revised w exhibits

ORDINANCE NO. 750-26

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE SALE BY NEGOTIATION OF REAL PROPERTY OWNED BY THE CITY OF PAGE; AND APPROVING AN AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF REAL ESTATE.

WHEREAS, Section 32.036, Page City Code, provides that the City of Page may sell real property owned by the City of Page; and

WHEREAS, Trebol Hospitality and the City of Page entered into an Agreement for the Purchase of Real Estate dated December 16, 2024 (“Agreement”); and

WHEREAS, the parties to the Agreement now desire to make some amendments to the Agreement to add additional acreage, adjust the purchase price, provide trail impact compensation, and extend the closing date as outlined in the First Amendment to Agreement for the Purchase of Real Estate (“Amendment”); and

WHEREAS, A.R.S. § 9-802 allows a City to adopt a public record by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1. The Amendment attached hereto as Exhibit 1 and incorporated herein by reference, is hereby declared a public record. A minimum of one paper copy and one electronic copy of Exhibit 1 shall be maintained in compliance with A.R.S. § 44-7041 in the office of the City Clerk and shall be available for public inspection during normal business hours.

Section 2. The terms and conditions of the attached Amendment are hereby approved and the Mayor is authorized to execute the Amendment and all necessary land sale documents.

This Ordinance is effective thirty (30) days from its adoption.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 25th day of March, 2026, by the following vote:

Ayes _____
Nays _____

Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

**EXHIBIT ON FILE AT:
PAGE CITY CLERK'S OFFICE
697 VISTA AVE., PAGE, AZ**

Exhibit 1

**FIRST AMENDMENT TO AGREEMENT FOR THE
PURCHASE OF REAL ESTATE**

This First Amendment to Agreement for the Purchase of Real Estate (“Amendment”) is entered into as of the ___ day of _____, 2026, by and between the City of Page, an Arizona municipal corporation (“Seller”) and Trebol Hospitality, LLC, or assigns (“Buyer”) (Seller and Buyer are collectively “the Parties”).

RECITALS

- A. The Parties entered into that certain Agreement for the Purchase of Real Estate dated December 16, 2024 (“Agreement”); and
- B. The Agreement provided for the purchase of approximately 142 acres more particularly described in Exhibit A of the Agreement; and
- C. A revised survey has been completed identifying additional acreage adjacent to the original Property; and
- D. The parties desire to amend the Agreement to (i) add additional acreage, (ii) consolidate the Property into one unified tract, (iii) adjust the Purchase Price, (iv) provide trail impact compensation, (v) incorporate a 50-foot access easement, (vi) extend the Closing Date, and (vii) waive certain conditions to Closing; and

NOW, THEREFORE, in consideration of the foregoing and following, the Parties agree as follows:

AMENDMENTS

- 1. **Amendment to Definition of Property.** The Agreement presently defines the “Property” as follows:

Approximately 142 acres of real property located in the City of Page, Coconino County, Arizona, more particularly described in Exhibit A, incorporated herein by reference, together with all rights appurtenant thereto, if any, including without limitation all privileges, easements, licenses, appurtenances, and utility rights and permits.

The definition of “Property” is hereby amended to read as follows:

Approximately 246.988 acres of real property located in the City of Page, Coconino County, Arizona, more particularly described in Exhibit A-1, incorporated herein by reference together, with all rights appurtenant thereto, if any, including without limitation all privileges, easements, licenses, appurtenances, and utility rights and permits.

2. **Amendment to Purchase Price.** The Agreement presently sets the “Purchase Price” as follows:

The Purchase Price for the Property shall be Two Million Four Hundred Ninety Thousand Dollars and No Cents (\$2,490,000.00), plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller’s legal publication costs incurred herein.

The “Purchase Price” section is hereby amended to read as follows:

The Purchase Price for the Property shall be Four Million, Three Hundred and Thirty Thousand, Nine Hundred and Thirty-Five Dollars and Zero Cents (\$4,330,935), plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller’s legal publication costs incurred herein.

3. **Trail Impact Compensation.** In Addition to the Purchase Price, Buyer shall pay Seller at Closing One Hundred Thousand Dollars and No Cents (\$100,000.00) for trail impacts within the Property. Buyer shall also ensure bike accessible connectivity to and between the remaining trails. This will include, but not necessarily be limited to, the trail connection generally depicted in Exhibit B. Buyer shall be responsible for all costs associated with the connectivity, including any required design and construction.

In addition to the trail impact compensation provided in the preceding paragraph, Buyer shall pay to the City of Page the sum of Seventy-Five Thousand Dollars (\$75,000.00) at Closing, to be held and administered by the City of Page and used exclusively for the purpose of retaining a qualified trail consulting firm selected by the City of Page in its sole discretion. The scope of such engagement shall include, at minimum: (i) a survey and assessment of all existing trails within the City of Page; (ii) identification of new trail development opportunities on city-owned land; and (iii) the preparation of a long-term urban trail plan for the City of Page. All work product and deliverables produced under such engagement shall be the sole property of the City of Page.

Buyer agrees that for a period of ten (10) years commencing upon the opening of the TanArena resort, Buyer and its operator shall use reasonably good faith efforts to:

(a) Promote the trail systems of the City of Page to resort guests and in applicable resort marketing;

(b) Support trail-related events and programming within the City of Page where reasonably practicable; and

(c) Serve as a community advocate for the growth and expansion of public trails within the City of Page and surrounding areas.

The Parties agree that the payment and other obligations in this Section 3 adequately compensates the Seller for all trails impacted by the real estate purchase and therefore paragraph 7.4 from the Agreement is hereby deleted in its entirety.

4. **Access Easement.** Seller shall, at Closing, grant Buyer a non-exclusive 50-foot-wide ingress and egress, and utility access easement from Coppermine Road to the Property as identified in Exhibit A-1, in form and substance mutually agreeable to the Parties (“the Easement”). The legal description and depiction of the Easement is attached hereto as Exhibit C. The Easement shall be recorded following Closing. Buyer shall pay Seller Seventy Thousand Dollars and No Cents (\$70,000.00) at Closing for the Easement.

5. **Amendment to Closing Date.** The Agreement presently sets the “Closing Date” as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); (b) thirty (30) days after any required referendum vote approving this transaction; or (c) not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond nine (9) months from the execution of this Agreement unless extended pursuant to the immediately following sentence. Buyer may extend the Closing Date for up to eighteen (18) months from the date of execution at Buyer’s option by depositing additional earnest money as set forth in paragraph 3.2. The extended Closing Date shall not extend beyond eighteen (18) months from execution unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

The “Closing Date” section is hereby amended to read as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by the City Council without referendum filing); (b) thirty (30) days after any required referendum vote approving this transaction; or (c) not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. In no event, however, shall Closing occur later than December 31, 2026, unless otherwise extended by written agreement of the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of “Closing” and “Close of Escrow”.

6. **Waiver of Buyer’s Conditions.** Buyer hereby formally waives the conditions set forth in Sections 8.1(a) and (e) of the Agreement. It is agreed and understood that (i) Closing shall not be conditioned upon satisfaction of Sections 8.1(a) or 8.1(e); (ii) Buyer assumes all risks associated with proceeding to Closing without satisfaction of such

conditions; and (iii) Buyer shall have no right to delay Closing or terminate the Agreement based upon matters arising under those waived provisions.

7. **Ratification.** Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

8. **Counterparts.** This Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

SELLER:

CITY OF PAGE

By: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

BUYER:

TREBOL HOSPITALITY, LLC

By: _____
Authorized Representative

**APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS
DEALING WITH THE ESCROW AGENT.**

Pioneer Title Agency, Inc.

BY: _____

RECORD OF SURVEY

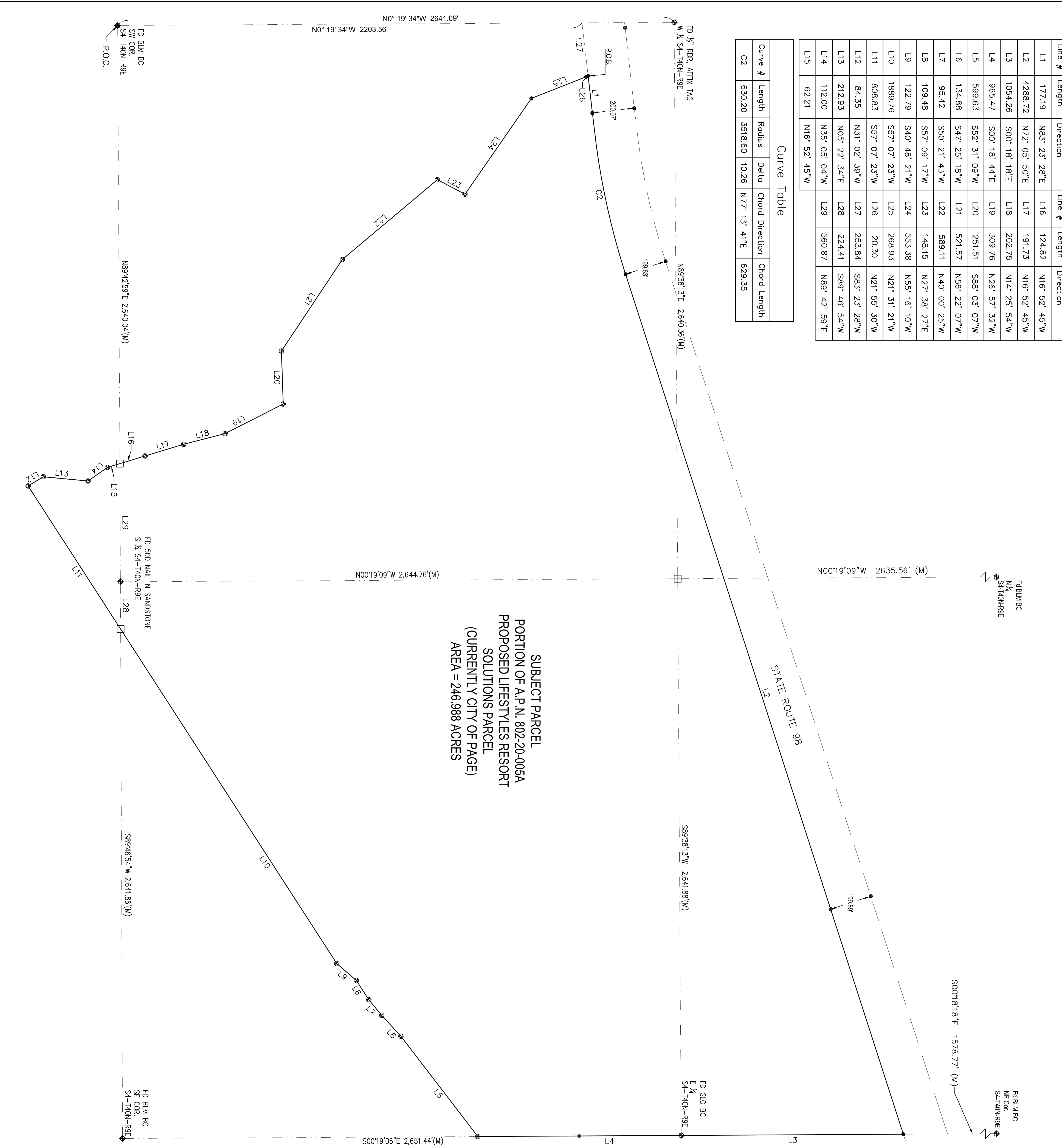
A PORTION OF A.P.N. 802-20-005A

LOCATED IN SECTIONS 4&9, 140N, R9E, OF THE G&SRM, COCONINO COUNTY, ARIZONA

PARCEL LINE TABLE			PARCEL LINE TABLE		
Line #	Length	Direction	Line #	Length	Direction
L1	177.19	N83° 23' 28"E	L16	124.82	N16° 52' 45"W
L2	4288.72	N72° 05' 50"E	L17	191.73	N16° 52' 45"W
L3	1054.26	S00° 18' 18"E	L18	202.75	N14° 25' 54"W
L4	965.47	S00° 18' 44"E	L19	309.76	N26° 57' 32"W
L5	599.63	S52° 31' 09"W	L20	251.51	S88° 03' 07"W
L6	134.88	S47° 25' 18"W	L21	521.57	N56° 22' 07"W
L7	95.42	S50° 21' 43"W	L22	589.11	N40° 00' 25"W
L8	109.48	S57° 09' 17"W	L23	148.15	N27° 38' 27"E
L9	122.79	S40° 48' 21"W	L24	553.38	N5° 16' 10"W
L10	1889.76	S57° 07' 23"W	L25	268.93	N21° 31' 21"W
L11	808.83	S57° 07' 23"W	L26	20.30	N21° 55' 30"W
L12	84.35	N31° 02' 39"W	L27	253.84	S83° 23' 28"W
L13	212.93	N05° 22' 34"E	L28	224.41	S89° 46' 54"W
L14	112.00	N35° 05' 04"W	L29	560.87	N89° 42' 59"E
L15	62.21	N16° 52' 45"W			

Curve Table				
Curve #	Length	Radius	Delta	Chord Direction
C2	630.20	3518.60	10.26	N77° 13' 41"E
				629.35

SUBJECT PARCEL
PORTION OF A.P.N. 802-20-005A
PROPOSED LIFESTYLES RESORT
SOLUTIONS PARCEL
(CURRENTLY CITY OF PAGE)
AREA = 246.988 ACRES



LEGAL DESCRIPTION

ALL THAT PORTION OF LAND LYING IN SECTIONS 4 AND 9, TOWNSHIP 40 NORTH, RANGE 9 WEST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BLM BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 4 FROM WHICH A ROUND 7/2 REBAR AT THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 00 DEGREES 19 MINUTES 54 SECONDS WEST, A DISTANCE OF 2653.05 FEET; THENCE, ALONG THE WEST SECTION LINE OF SECTION 4 NORTH 00° 19' 54" WEST, A DISTANCE OF 2303.56 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 98; THENCE, LEAVING SAID SECTION LINE ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 98 NORTH 83 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 253.84 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 83 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 177.19 FEET;

THENCE, ALONG SAID RIGHT OF WAY LINE NORTH 83 DEGREES 9 MINUTES 01 SECONDS EAST, A DISTANCE OF 152.13 FEET TO A CURVE THAT IS CONCAVE TO THE NORTHWEST;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3518.60 FEET, A DELTA ANGLE OF 10 DEGREES 15 MINUTES 43 SECONDS, AND WHOSE LONG CHORD BEARS NORTH 77 DEGREES 13 MINUTES 41 SECONDS EAST, A DISTANCE OF 629.36 FEET;

THENCE, ALONG SAID RIGHT OF WAY LINE NORTH 72 DEGREES 05 MINUTES 50 SECONDS EAST, A DISTANCE OF 4288.72 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 4;

THENCE, ALONG SAID SECTION LINE, SOUTH 00 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 1054.26 FEET TO THE EAST QUARTER OF SAID SECTION BEHIND A GLO BRASS CAP SURVEY MONUMENT;

THENCE, CONTINUING ALONG SAID SECTION LINE SOUTH 00 DEGREES 18 MINUTES 18 SECONDS EAST, A DISTANCE OF 965.47 FEET;

THENCE, LEAVING SAID SA SECTION LINE SOUTH 52 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 599.63 FEET;

THENCE, SOUTH 47 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 134.88 FEET;

THENCE, SOUTH 50 DEGREES 21 MINUTES 43 SECONDS WEST, A DISTANCE OF 95.42 FEET;

THENCE, SOUTH 57 DEGREES 09 MINUTES 17 SECONDS WEST, A DISTANCE OF 109.48 FEET;

THENCE, SOUTH 57 DEGREES 48 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.79 FEET;

THENCE, SOUTH 57 DEGREES 07 MINUTES 23 SECONDS WEST, A DISTANCE OF 1889.76 FEET TO A POINT ON THE SOUTH SECTION LINE OF SECTION 4 FROM WHICH THE SOUTH QUARTER OF SAID SECTION BEING A 500 NAAL SET IN SANDSTONE BEARS SOUTH 89 DEGREES 42 MINUTES 59 SECONDS WEST, A DISTANCE OF 224.41 FEET;

THENCE, LEAVING THE SAID SECTION LINE SOUTH 57 DEGREES 07 MINUTES 23 SECONDS WEST, A DISTANCE OF 808.83 FEET;

THENCE, NORTH 31 DEGREES 02 MINUTES 39 SECONDS WEST, A DISTANCE OF 84.35 FEET;

THENCE, NORTH 5 DEGREES 22 MINUTES 34 SECONDS EAST, A DISTANCE OF 212.93 FEET;

THENCE, NORTH 35 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 112.00 FEET;

THENCE, NORTH 16 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 62.21 FEET TO A POINT ON THE SOUTH SECTION LINE OF SECTION 4 FROM WHICH THE SOUTH QUARTER OF SAID SECTION BEING A 500 NAAL SET IN SANDSTONE BEARS NORTH 89 DEGREES 42 MINUTES 59 SECONDS, A DISTANCE OF 560.87 FEET;

THENCE, NORTH 16 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 124.82 FEET;

THENCE, NORTH 16 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 191.73 FEET;

THENCE, NORTH 14 DEGREES 25 MINUTES 54 SECONDS WEST, A DISTANCE OF 202.75 FEET;

THENCE, NORTH 26 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 309.76 FEET;

THENCE, SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST, A DISTANCE OF 251.51 FEET;

THENCE, NORTH 56 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 521.57 FEET;

THENCE, NORTH 40 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 589.11 FEET;

THENCE, NORTH 27 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 148.15 FEET;

THENCE, NORTH 55 DEGREES 16 MINUTES 10 SECONDS WEST, A DISTANCE OF 553.38 FEET;

THENCE, NORTH 21 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 268.93 FEET;

THENCE, NORTH 21 DEGREES 55 MINUTES 30 SECONDS WEST, A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING.

LEGEND

- SET CAPPED REBAR, RLS# 56355
- FOUND CAP 16544, UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED CORNER, NOTHING FOUND OR SET
- FOUND SECTION OR QUARTER CORNER AS NOTED
- FOUND ADOT AC
- FOUND BIA BC
- ◎ CALCULATED CORNER
- ◎ COCONINO COUNTY RECORDER'S OFFICE
- (M) MEASURED THIS SURVEY

SITE INFORMATION
 PORTION OF APN: 802-20-005A
 OWNER: CITY OF PAGE

BASIS OF BEARINGS

Under UTM - International Field Geodetic Datum, North American Datum 1983 System, Arizona State Plane Coordinate (SPCS 83 AZ C, 202)

Projection: Transverse Mercator

Latitude of grid origin: 31° 00' 00" N

Longitude of grid origin: 111° 55' 00" W

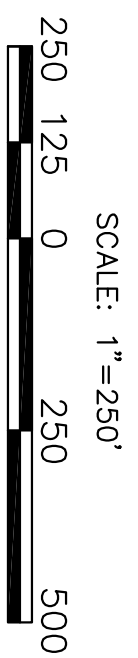
Northing of grid origin: 0.000 ft

Easting of grid origin: 7000.000 ft

Central Meridian Scale Factor: 0.9999 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition.

The Basis of Bearings is Geodetic North based on GPS measurements and the datum of the Arizona State Plane Zone. All bearings and distances shown on this map are grid per the preceding definition that were scaled to ground utilizing a scale factor of 1.000279384625 about the coordinate value of N=21,450,7464 and E=358,221,124.



CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY DESCRIBED AND SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH, 2026; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

ROBERT WINTER, R.L.S.

817 N HUMPHREYS ST
 FLAGSTAFF, AZ, 86001
 928.774.5058
 WWW.NORTHLANDSURVEYS.COM

DATE: 3/04/26
 JOB NO: 1034-03
 DRAWN BY: TAJ
 CHECKED BY: RAW
 SHEET 1 OF 1



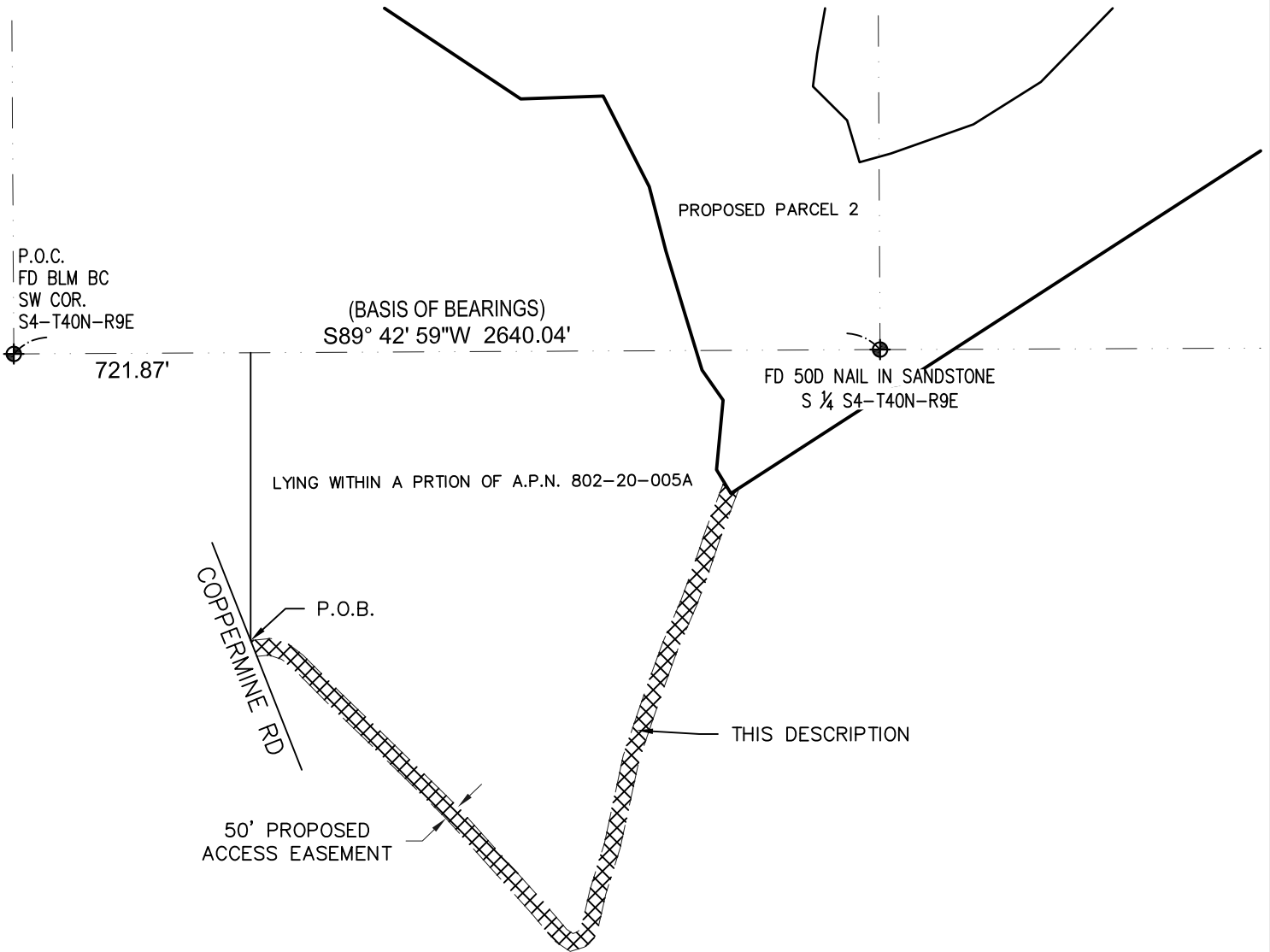
"EXHIBIT B" CONNECTING TRAIL



36.8883, -111.4337

Exhibit "C"

DEPICTION OF EXHIBIT "C"



ROBERT WINTER, R.L.S.



817 N HUMPHREYS ST
FLAGSTAFF, AZ. 86001
928.774.5058
www.NESincAZ.com
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SCALE: 1"=250'



DATE: 3/2/26

DRAWN BY: TAJ

JOB NO: 1034-03

CHECKED BY: RJW

SHEET 1 OF 1

Page 95 of 179

LEGAL DESCRIPTION EXHIBIT "C"

A 50.00 FOOT WIDE INGRESS/EGRESS AND UTILITY EASEMENT, 25.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9 WEST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT THE NORTHWEST CORNER OF SAID SECTION 9, BEING A FOUND BRASS CAP SURVEY MONUMENT STAMPED "BLM", FROM WHICH THE NORTH QUARTER OF SAID SECTION 9 BEING A FOUND 50D NAIL IN SANDSTONE BEARS, NORTH 89 DEGREES 42 MINUTES 59 SECONDS EAST, A DISTANCE OF 2640.04 FEET;

THENCE, ALONG THE NORTH SECTION LINE OF SECTION 9, NORTH 89 DEGREES 42 MINUTES 59 SECONDS EAST, A DISTANCE OF 677.55 FEET;

THENCE, LEAVING SAID SECTION LINE, SOUTH 00 DEGREES 17 MUNTES 01 SECONDS EAST, A DISTANCE OF 901.93 FEET TO A POINT OF THE EAST EDGE OF THE COOPERMINE RD AS MEASURED, AND THE **BEGINNING OF THE CENTERLINE TO BE DESCRIBED**;

THENCE, NORTH 83 DEGREES 05 MINUTES 49 SECONDS EAST, A DISTANCE OF 11.79 FEET;

THENCE, NORTH 87 DEGREES 32 MINUTES 56 SECONDS EAST, A DISTANCE OF 15.56 FEET;

THENCE, SOUTH 84 DEGREES 03 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.05 FEET;

THENCE, SOUTH 72 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 26.93 FEET;

THENCE, SOUTH 60 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.75 FEET;

THENCE, SOUTH 52 DEGREES 03 MINUTES 44 SECONDS EAST, A DISTANCE OF 64.79 FEET;

THENCE, SOUTH 46 DEGREES 49 MINUTES 42 SECONDS EAST, A DISTANCE OF 139.14 FEET;

THENCE, SOUTH 45 DEGREES 08 MINUTES 08 SECONDS EAST, A DISTANCE OF 153.72 FEET;

THENCE, SOUTH 44 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 417.16 FEET;

THENCE, SOUTH 42 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 279.56 FEET;

THENCE, SOUTH 40 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 184.76 FEET TO THE BEGINNING OF A CURVE THAT IS CONCAVE TO THE NORTHWEST;

THENCE, ALONG SAID CURVE THROUGH AN ANGLE OF 140 DEGREES 00 MINUTES 00 SECONDS, HAVING A RADIUS OF 45 FEET, A DISTANCE OF 109.90 FEET AND WHOSE LONG CHORD BEARS NORTH 69 DEGREES 21 MINUTES 23 SECONDS EAST, A DISTANCE OF 84.57 FEET TO A POINT OF TANGENCY.

THENCE, NORTH 00 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 158.13 FEET;

THENCE, NORTH 13 DEGREES 24 MINUTES 04 SECONDS EAST, A DISTANCE OF 296.23 FEET;

THENCE, NORTH 12 DEGREES 05 MINUTES 32 SECONDS EAST, A DISTANCE OF 81.93 FEET;
THENCE, NORTH 16 DEGREES 37 MINUTES 43 SECONDS EAST, A DISTANCE OF 127.39 FEET;
THENCE, NORTH 19 DEGREES 40 MINUTES 05 SECONDS EAST, A DISTANCE OF 221.08 FEET;
THENCE, NORTH 21 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 328.77 FEET;
THENCE, NORTH 20 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 227.45 FEET AND
THE TERMINUS OF SAID CENTERLINE.

ROBERT WINTER, R.L.S.



REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: Planning and Zoning

Presented by:

Josh Smith, City Attorney

Brief Title: EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.

Property Purchase Contract Amendment for Valco Commercial Properties - Portion of Parcel 80216009J

Agenda Section: Executive Sessions

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the fourth Amendment for Valco Commercial Properties and authorize the mayor to sign.

Background:

Valco is requesting additional time to close. See attached Letter. The original agreement is from April 2023.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. VCP Extension Letter 032026
2. Valco Third Amendment 04152025
3. Plans-Lake Powell Ford 2026 Page 1-2

4. Valco 4th Amendment-revised closing

VALCO COMMERCIAL PROPERTIES LLC.

To: City of Page

P.O. Box 1180

Page, AZ 86040

Dear Sirs,

I, Robert Valdes, on behalf of Valco Commercial Properties LLC would like to request an Escrow extension on the Parcel property # 80216013B, which is the site of the proposed new project for the relocation of the Sales & Service departments of Lake Powell Ford.

This request is based mostly on the proximity of the current Escrow terms and due in part to all the position changes at the various departments of the City of Page as of recently.

While everyone at the City has been more than helpful pushing for a quick re-approval of the prior submitted plans, they are having to confirm and verify data from the prior department heads in order to protect the City's interests and liabilities.

I am sure all of this will soon be solved but even after that we need to get all new approvals from ADOT and the owner of the adjacent hotels due to time expiring on the prior ones.

Please see if a year extension can be obtained to provide more than enough time for the project to be completed without any farther requests or complications.

Sincerely,

Robert Valdes, Managing Member

VALCO Commercial Properties LLC 2453 Dawn DR Lake Havasu City, AZ 86404 (405)812-9306

**THIRD AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 15th day of April, 2025, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Valco Commercial Properties, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 26th day of April, 2023; and

Whereas, the parties now desire to amend the Agreement for a third time as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about April 26, 2023, including all prior amendments, are hereby incorporated by reference into this Third Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement as if each were again fully set forth verbatim herein.

2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond March 31, 2026, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

3. The following provision is hereby agreed to by the parties and shall be added into the Agreement as Section 16:

16. Repurchase Right.

LAKE POWELL FORD

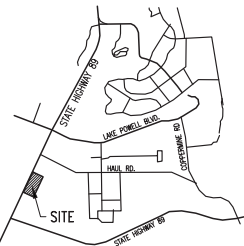
ROBERT VALDES

HIGHWAY 89, PAGE, AZ

△ DELTA 1 REVISED SCOPE:
 - REMOVE ELECTRICAL FOR EV CHARGES (DELAY TO FUTURE)
 - REMOVE 2ND LEVEL
 - CHANGE SERVICE DRIVE AND SERVICE BAY TO BE PRE-ENGINEERED METAL BUILDING STRUCTURES BY SEPARATE DESIGN AND ENGINEER TEAM. SEE REF. DRAWINGS.

VICINITY MAP

NOT TO SCALE



GENERAL NOTES

1. ALL NEW CONSTRUCTION SHALL IN ALL RESPECTS BE OF THE BEST INDUSTRY ACCEPTED STANDARDS.
2. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
3. THE CONTRACTOR SHALL REQUIRE ALL SUBCONTRACTORS TO VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL EXISTING CONDITIONS AND THE SCOPE OF THEIR WORK PRIOR TO BIDDING PER BIDDING CONDITIONS.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD. IF DIMENSIONAL ERROR OCCURS OR CONDITIONS NOT COVERED IN THE DRAWINGS ARE ENCOUNTERED CONTRACTOR SHALL NOTIFY THE ARCHITECT BEFORE COMMENCING THAT PORTION OF THE WORK.
5. DO NOT SCALE DRAWINGS.
6. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON OTHER DRAWINGS AND IN THE FIELD BEFORE PROCEEDING WITH CONSTRUCTION.
7. THE STARTING OF WORK BY ANY CONTRACTOR OR SUBCONTRACTOR SHALL BE CONSIDERED PRIMA FACIE EVIDENCE THAT SAID CONTRACTOR HAS INSPECTED AND ACCEPTED ALL CONDITIONS INVOLVED IN THE WORK AND FINDS THEM SATISFACTORY.
8. IN GENERAL, THE DRAWINGS ARE DIAGRAMMATIC AND WHEN QUESTIONS ARISE REGARDING THE DRAWINGS, THE CONTRACTOR SHALL OBTAIN THE OWNER'S DECISION IN REGARD TO THE MATTER AND THE OWNER'S DECISION SHALL BE FINAL.
9. ALL NOTES ARE GENERAL IN NATURE AND ARE INTENDED TO SET MINIMUM STANDARDS FOR CONSTRUCTION. WHERE THERE IS A CONFLICT BETWEEN DRAWINGS, SPECIFICATIONS AND NOTES, THE MORE STRINGENT SHALL GOVERN.
10. WHEN WORK NOT SPECIFICALLY CALLED OUT IS REQUIRED TO COMPLETE THE PROJECT, IT SHALL BE PROVIDED AND BE OF THE BEST MATERIALS AND WORKMANSHIP.
11. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND EXISTING AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION.
12. SLOPE ALL FINISH GRADES AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
13. WHERE REQUIRED BY STRUCTURAL ENGINEER THE CONTRACTOR SHALL HAVE SOILS COMPACTOR FOR ALL NEW AND REPLACED FOOTINGS CERTIFIED BY A QUALIFIED SOILS ENGINEER.
14. THE CONTRACTOR SHALL PAY ALL FEES FOR PERMITS, ETC. NECESSARY FOR PROPER COMPLETION OF THE WORK.
15. CONTRACTOR SHALL PROVIDE AND PAY FOR TEMPORARY LIGHT, POWER AND WATER.
16. CONTRACTOR SHALL VERIFY ALL ROOF MOUNTED EQUIPMENT LOADS AND NOTIFY THE ARCHITECT OF ANY CHANGES IN SIZE, WEIGHTS AND LOCATION OF ADDITIONAL LOAD TO THOSE INDICATED ON THE DRAWINGS.
17. CONTRACTOR TO PROVIDE ALL NECESSARY TEMPORARY SUPPORT FOR WALLS AND FLOORS PRIOR TO COMPLETION OF VERTICAL AND LATERAL LOAD SYSTEMS.
18. GENERAL CONTRACTOR MUST VERIFY THAT RATED SLEEK PENETRATIONS FOR ALL TRADES ARE PROVIDED AT ALL PENETRATIONS OF FIRE WALLS AND RATED FLOOR/CEILING ASSEMBLIES. THIS INCLUDES CONDUIT PENETRATIONS FOR PIPING, MECH, ELEC, TELEPHONE, CABLE TV, COV, EMERGENCY CALL ETC.

PROJECT SCOPE AND DATA

PROJECT SCOPE: NEW CONSTRUCTION: FORD SHOWROOM AND SERVICE FACILITY

ARCHITECT: REECE AND ROWE ARCHITECTS, INC. CIVIL ENGINEER
 4343 E. AVILON DRIVE L.R. POPE ENGINEERING, INC.
 PHOENIX, ARIZONA 85018 1740 EAST 170 STREET, SUITE #119
 PHOENIX, AZ 85024 ST. GEORGE, UTAH 84790
 PHONE: 602-957-4343 PHONE: 435-428-1076 EXT.102
 STEPHANIE ROWE ROBBIE POPE

OWNER: RST COMMERCIAL PROPERTIES, LLC
 2428 DAWN DRIVE
 LAKE HAVASU CITY, AZ 86404
 PHONE: 928-273-9306
 ROBERT VALDES

LOCATION: HIGHWAY 89 PAGE ARIZONA

LEGAL DESCRIPTION: LOT 48 BLOCK 275 "City of Page Major Subdivision"

APR: 802160138

LOT CONFIGURATION AND AREA: IRREGULAR LOT SHAPE
 435,001 SF (10.00 ACRES)

EXISTING ZONING: PD

EXISTING USE: VACANT

PROPOSED USE: FORD SHOWROOM AND SERVICE FACILITY

YARD HEIGHT AND AREA REQUIREMENTS:

BUILDING DATA:	SHEDDING TYPE	OC. TYPE	AREA	OC. TYPE	OC. AREA	RENTS	RENTS
SHEDDING TYPE	S-1	OC. TYPE	2,261 SF	OC. AREA	7,530	RENTS	10
PARTS	B		2,240 SF		7,150		1
SERVICE	S-1		14,544 SF		7,750		2
			27,216 SF				

TOTAL FIRST FLOOR: not used

UPPER LEVEL: not used

LOT COVERAGE: 27,216 / 435,001 SF = 6.2%

BUILDING HEIGHT: 25'-0"

PARKING REQUIRED: SERVICE BAYS (1400 SF) = 74
 + 1/5000 SF OUTDOOR DISPLAY = 17

BIKE RACKS SIZE OF REQUIRED: 5 (1 SERVICE, CUSTOMERS AND EMPLOYEES)

PARKING SPACE COUNT BY TYPE OF USE:

BY	FURNICE BY	VEHICLE	SERVICE	CUSTOMERS	EMPLOYEES	TOTAL
CHARGING	24	58	77	52	40	12 = 263

ACCESSIBLE SPACES REQUIRED: 3

THESE ARE SPACE SIZE AND ASLE REQUIREMENTS ONLY, NOT SIGNED OR RESTRICTED USE.

CODE ANALYSIS

CODES: 2018 INTERNATIONAL BUILDING CODES (IBC)
 2018 IBC, IFC, IFB, 2017 IBC, 2012 IBC, 2011 IBC, 2010 ADAS

CONSTRUCTION TYPE: I-II (NON-COMBUSTIBLE CONSTRUCTION, NOT FIRE RATED) FIRE SPRINKLER NFPA 13

OCCUPANCY GROUP: B, S-1

ALLOWED AREAS: B: 92,000 SF
 S-1: 70,000 SF

509 INCIDENTAL USE AREAS
 NO SPACES IN THE BUILDING TRIGGER THE REQUIREMENTS OF THIS SECTION

601 STRUCTURAL ELEMENTS I-II

STRUCTURAL FRAME: 0HR RATING
 BEARING WALLS (W & EXT) 2HR RATING
 NON-BEARING EXTERIOR 0 HR RATING
 NON-BEARING INTERIOR 0 HR RATING

ROOF/FLOORING: 0HR RATING

602 EXTERIOR-NON-BRG 1 HR UNLESS 2'X10" W/ARDS = 0 HR

903.3.1 FIRE SPRINKLER SYSTEM PER NFPA 13 AND AUTHORITY HAVING JURISDICTION

904 PORTABLE FIRE EXTINGUISHERS SEE ANALYSIS ON A2.0

NOT FIRE ALARM AND NOTIFICATIONS - NOT RATED

1008 (2018) EGRESS REQUIRED SEE ANALYSIS ABOVE

1016 (2018) 9 3/4" S-1 250' MAX. TRAVEL DISTANCE (SPRINKLED)

1003.1 (2018) CORRIDOR 2 HOUR

1003.2 (2018) CORRIDOR MIN. WIDTH 44"

STRUCTURAL ENGINEER
 JOOM ENGINEERING
 CORE STRUCTURE GROUP
 221 N. MARINA ST. #102
 PRESCOTT, AZ 86301
 JASON HALE
 928-899-5696

MECHANICAL PLUMBING ENGINEER
 JGOM ENGINEERING
 15655 W. ROOSEVELT ST.
 GOODYEAR, AZ 85338
 JENNIFER GARNER
 602-640-7879

ELECTRICAL ENGINEER
 M.E. ENGINEERING, LLC
 2001 W. ALAMEDA DRIVE, SUITE 100
 TEMPE, AZ 85282
 DAVID WATSON
 480-731-5050

SHEET INDEX

- T1.0 COVER
- CIVIL UNDER SEPARATE COVER
- LANDSCAPE UNDER SEPARATE COVER
- ARCHITECTURAL
- A1.0 SITE PLAN OVERALL
 - A1.1 SITE PLAN SOUTH PART
 - A1.2 SITE PLAN NORTH PART
 - A1.3 SITE DETAILS
 - A2.0 EXTING / CODE - OVERALL FLOOR PLAN
 - A2.1 FLOOR PLAN - SHOWROOM
 - A2.2 FLOOR PLAN - SERVICE BAYS
 - A2.3 not used
 - A3.0 OVERALL REFL. CEILING PLAN
 - A3.1 REFL. CEILING PLAN - SHOWROOM
 - A3.2 REFL. CEILING PLAN - SERVICE BAYS
 - A3.3 not used
 - A4.1 FURNITURE AND FINISH PLAN - SHOWROOM
 - A4.2 FURNITURE AND FINISH PLAN - SERVICE BAYS
 - A4.3 not used
 - A5.1 ROOF PLAN - SHOWROOM
 - A5.2 ROOF PLAN - SERVICE BAYS
 - A6.0 ELEVATIONS
 - A6.1 ELEVATIONS
 - A7.0 BUILDING SECTIONS
 - A7.1 BUILDING SECTIONS
 - A8.0 WALL SECTIONS
 - A8.1 WALL SECTIONS
 - A8.2 not used
 - A8.3 not used
 - A9.0 DETAILS
 - A9.1 DETAILS
 - A9.2 DETAILS
 - A9.3 DETAILS
 - A10.0 INTERIOR ELEVATIONS
 - A10.1 INTERIOR ELEVATIONS
 - A10.2 INTERIOR ELEVATIONS
 - A11.0 SCHEDULES
 - A11.1 SCHEDULES
 - A11.2 SCHEDULES
 - A11.3 SCHEDULES
- STRUCTURAL
- S1.0 GENERAL STRUCTURAL NOTES
 - S1.1 TYPICAL STRUCTURAL DETAILS
 - S1.2 TYPICAL STRUCTURAL DETAILS
 - S2.1 STRUCTURAL SCHED. & FOUND PLAN-SHOWROOM
 - S2.2 not used
 - S3.1 not used
 - S4.1 ROOF FRAMING PLAN - SHOWROOM
 - S4.2 not used
 - S5.1 FOUNDATION DETAILS
 - S5.2 FRAMING DETAILS
 - S6.0 ELEVATIONS
 - M0.1 MECHANICAL NOTES
 - M0.2 MECHANICAL PLAN - SHOWROOM
 - M0.3 MECHANICAL PLAN - SERVICE BAYS
 - M0.4 MECHANICAL PLAN - SERVICE BAYS
 - M1.0 PLUMBING NOTES
 - M1.1 PLUMBING SCHEDULES
 - M1.2 PLUMBING SCHEDULES
 - M1.3 PLUMBING SCHEDULES
 - M1.4 PLUMBING SCHEDULES
 - M2.1 MECHANICAL PLAN - SHOWROOM
 - M2.2 MECHANICAL PLAN - SERVICE BAYS
 - M2.3 not used
 - M2.4 not used
 - M3.1 MECHANICAL SCHEDULES
 - M3.2 MECHANICAL SCHEDULES
 - M4.1 MECHANICAL DETAILS
 - M5.1 PLUMBING SCHEDULES
 - M5.2 PLUMBING SCHEDULES
 - M5.3 PLUMBING SCHEDULES
 - M5.4 PLUMBING SCHEDULES
 - M5.5 PLUMBING SCHEDULES
 - M5.6 PLUMBING SCHEDULES
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 - M5.35 PLUMBING SCHEDULES
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 - M5.100 PLUMBING SCHEDULES
- ELECTRICAL
- E1.0 ELECTRICAL SITE PLAN & SITE LIGHT FIXTURE SCH.
 - E1.1 not used
 - E1.2 PHOTOMETRIC AND EXTERIOR LIGHT OUT SHEETS
 - E2.0 ELECTRICAL POWER PLAN - SHOWROOM
 - E2.1 ELECTRICAL POWER PLAN - SERVICE BAYS
 - E2.2 ELECTRICAL POWER PLAN - MEQUIP.SCH
 - E3.0 ELECTRICAL LIGHTING PLAN - SHOWROOM & COMCKCH
 - E3.1 ELECTRICAL LIGHTING PLAN - SERVICE BAYS
 - E3.2 not used
 - E4.0 ELECTRICAL SINGLE LINE
 - E4.1 not used
 - E5.0 ELECTRICAL PANEL SCHEDULES
 - E6.0 ELECTRICAL SPECS
- PLUMBING
- P0.1 PLUMBING NOTES
 - P0.2 PLUMBING SCHEDULES
 - P0.3 PLUMBING SCHEDULES
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SYMBOL LEGEND:

- DIAGONAL LINE: DESIGNATES WALL OR PARTITION TYPE
- CIRCLE WITH NUMBER: TOP NUMBER INDICATES DETAIL, BOTTOM NUMBER INDICATES SHEET, DESIGNATES DETAILED PLAN ON SECTION OR DETAILED SECTION ON PLAN
- RECTANGLE WITH NUMBER: DESIGNATES BUILDING SECTION ON PLAN
- CIRCLE WITH DASH: ELEVATION W/ RESPECT TO FINISH FLOOR.
- RECTANGLE WITH NUMBER: DESIGNATES ROOM ON PLAN, SEE ROOM FINISH SCHEDULE.
- DIAGONAL LINE: DESIGNATES DOOR ON PLAN.
- RECTANGLE WITH NUMBER: DESIGNATES WINDOW, SLEIGHT, OR INTERIOR GLAZING ON PLAN, SEE DOOR AND WINDOW TYPES.
- CIRCLE WITH NUMBER: HANDICAPPED PARKING SPACE.
- RECTANGLE WITH NUMBER: ROOM FINISH SCHEDULE COMPASS, DESIGNATES INTERIOR ELEVATION ON PLAN, SEE ROOM FINISH SCHEDULE.
- RECTANGLE WITH NUMBER: FORD STANDARD FURNITURE
- CIRCLE WITH NUMBER: INTERIOR FINISHES
- CIRCLE WITH NUMBER: EXTERIOR FINISHES
- RECTANGLE WITH NUMBER: PLUMBING FIXTURES AND ACCESSORIES

ECC ENVELOPE REQUIREMENTS; NEW CONSTRUCTION, CONDITIONED/OCCUPIED AREAS (NOTE: THESE ARE ECC MINIMUMS, SEE SECTIONS)

2018 IBC, IFC, IFB, 2017 IBC, 2012 IBC, 2011 IBC, 2010 ADAS

ROOF INSULATION ABOVE DECK R-25 CONTINUOUS

ROOF INSULATION ATIC R-14 CONTINUOUS

ROOF INSULATION ATIC R-14 CONTINUOUS

FRAME WALL R-15, MIN. 7.5 CONTINUOUS

SLAB ON GRADE R-10 FOR 2" BELOW GRADE OR TOP OF FOOTING IF LESS

CHARGE DOORS U-0.35

FRAMING OF SLIDING DOORS U-0.35

ENTRANCE DOORS U-0.35

FIXED CONSTRUCTION U-0.35

OPERABLE FENESTRATION U-0.35

NOTE: FOR R VALUE, SR AND TE HIGHER IS BETTER

NOTE: FOR U VALUE AND SHGL LOWER IS BETTER

CONTRACTOR TO VERIFY THAT FINAL PRODUCTS SELECTED MEET OR EXCEED THESE VALUES

SECTION 406 ADDITIONAL REQUIREMENT - USE 406.3 REDUCED OVERALL INTERIOR LIGHTING

LAKE POWELL FORD
 ROBERT VALDES
 HIGHWAY 89
 PAGE, ARIZONA



REECE and ROWE
 ARCHITECTS

4343 E. Avilon Drive
 Phoenix, Arizona 85018
 Phone: 602-957-4343

REVISIONS:
 2/4/2026 REVISION TO METAL BUILDING FOR SERVICE DRIVE AND SERVICE BAYS

TITLE: COVER SHEET
 DATE: AS NOTED
 SCALE: 10'-7"-2024
 JOB NO: 23908

T1.0

REECE AND ROWE ARCHITECTS, PLLC EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY PARTY AS A RESULT OF ANY AND ALL ACTIONS TAKEN BY ANY PARTY BASED ON ANY AND ALL INFORMATION PROVIDED BY ANY PARTY TO REECE AND ROWE ARCHITECTS, PLLC. ©

PROJECT SCOPE AND DATA

PROJECT SCOPE: NEW CONSTRUCTION FORD SHOWROOM AND SERVICE FACILITY
ARCHITECT: REECE AND ROWE ARCHITECTS, PLLC
 4343 E. AVULON DRIVE, PHOENIX, ARIZONA 85018
 PHONE: 602-957-4343

OWNER: 8ST COMMERCIAL PROPERTIES, LLC
 2435 DAWN DRIVE, LAKE HAVASU CITY, AZ 86404
 PHONE: 402-817-3006
 ROBERT VALDES

LOCATION: HIGHWAY 89 PAGE ARIZONA
LEGAL DESCRIPTION: LOT 48 BLOCK 275 "CITY OF PAGE MAJOR SUBDIVISION"
APN: 802160138
LOT CONFIGURATION AND AREA: RECTANGULAR LOT SHAPE 435,001 SF (10.00 ACRES)
EXISTING ZONING: PD
EXISTING USE: VACANT
PROPOSED USE: FORD SHOWROOM AND SERVICE FACILITY

YARD HEIGHT AND AREA REQUIREMENTS:

BUILDING DATA:	TYPE	AREA	OC	OC	OC	OC	REVIS	REVIS
SHOWROOM	TYPE	AREA	OC	OC	OC	OC	REVIS	REVIS
SERVICE DRIVE	S-1	2,801 SF	17	17	17	17	1	1
PARTS	S-1	2,801 SF	17	17	17	17	1	1
SERVICE	S-1	18,844 SF	17	17	17	17	2	2
			27,116 SF					

TOTAL FIRST FLOOR: not used
UPPER LEVEL: not used
LOT COVERAGE: 27,116 / 435,001 SF = 6.2%
BUILDING HEIGHT: 35'-3"
PARKING REQUIRED: VEHICLE SALES (1/600 SF) = 74
 + 1/5000 SF OUTDOOR DISPLAY = 17

PARKING: BICYCLE RACKS 8% OF REQUIRED: 5
 81 (SERVICE, CUSTOMERS AND EMPLOYEES)

SPACE COVER BY TYPE OF USE:	EV	FUTURE EV	VEHICLE CHARGING	CHARGING	CUSTOMERS	EMPLOYEES	TOTAL
REQUIRED	24	58	77	52	40	12	= 263

ACCESSIBLE SPACES REQUIRED: 3
 THESE ARE SPACE SIZE AND ASSE REQUIREMENTS ONLY, NOT SPACES OR RESTRICTED USE

CODE ANALYSIS

CODES: 2018 INTERNATIONAL BUILDING CODES (IBC)
 2018 IBC, IFC, IRC, 2017 IBC, 2017 IFC, 2017 IRC, 2017 IAS 4117.1, 2019 ADAS
CONSTRUCTION TYPE: II-B, (NON-COMBUSTIBLE CONSTRUCTION, NOT FIRE RATED) FIRE SPRINKLER NPW1S
OCCUPANCY GROUP: B-1-1
ALLOWED AREAS: B: 92,000 SF
 S-1: 70,000 SF
509 INCIDENTAL USE AREAS: NO SPACES IN THE BUILDING EXCEED THE REQUIREMENTS OF THIS SECTION
601 STRUCTURAL ELEMENTS II-B:
 STRUCTURAL FRAMES: IIR RATING
 BEARING WALLS (INT & EXT): IIR RATING
 NON-BEARING EXTERIOR: SEE R02
 NON-BEARING INTERIOR: 0
 ROOF/FLOORING: IIR RATING
602 EXTERIOR-NON-IBC: 1 HR UNLESS >10" THICK = 0 HR
903.0.1 FIRE SPRINKLER SYSTEM PER NFPA 13 AND AUTHORITY HAVING JURISDICTION
 909 PORTABLE FIRE EXTINGUISHERS SEE ANALYSIS ON A-10
 907 FIRE ALARM AND NOTIFICATIONS - NOT RATED
 1006 (2018) 2018 REQUIRE SEE ANALYSIS ABOVE
 1016 (2018) 8'00" S-1 250' MAX. TRAVEL DISTANCE (SPRINKLERED)
 1020.1 (2018) CORRIDOR 0 HOUR
 1020.2 (2018) CORRIDOR MIN. WIDTH 44"

LANDSCAPE

STREET FRONTAGE: ZONING 1 TREE (MIN. 1-1/2" CALIPER)
 2 SHRUBS (MIN. 5 CAL) 1 GROUNDCOVER (MIN. 1 CAL)
 PER 50 LINEAL FEET OF FRONTAGE
PARKING: 13 21 ARTIFICIAL/IRR

PROVIDE TO CLUSTER TREES AND LOCATE SO AS TO ALLOW FADEAWAY MOVEMENT IN THE SERVICE DRIVE AND SERVICE PARKING AREAS



ALL SITE INFORMATION FROM:
 ALTA survey #23087-1 by CDE
 3055 N. Robinson St. 3rd floor
 Phoenix, AZ 85017
 888-322-7371
 and the project Civil Engineer
 L&P Engineering, Inc.
 1740 East 100 South Suite # 118
 St. George, Utah 84790
 435-628-1676

LAKE POWELL FORD
ROBERT VALDES
 HIGHWAY 89
 PAGE, ARIZONA



REECE and ROWE ARCHITECTS

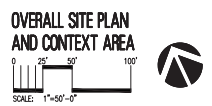
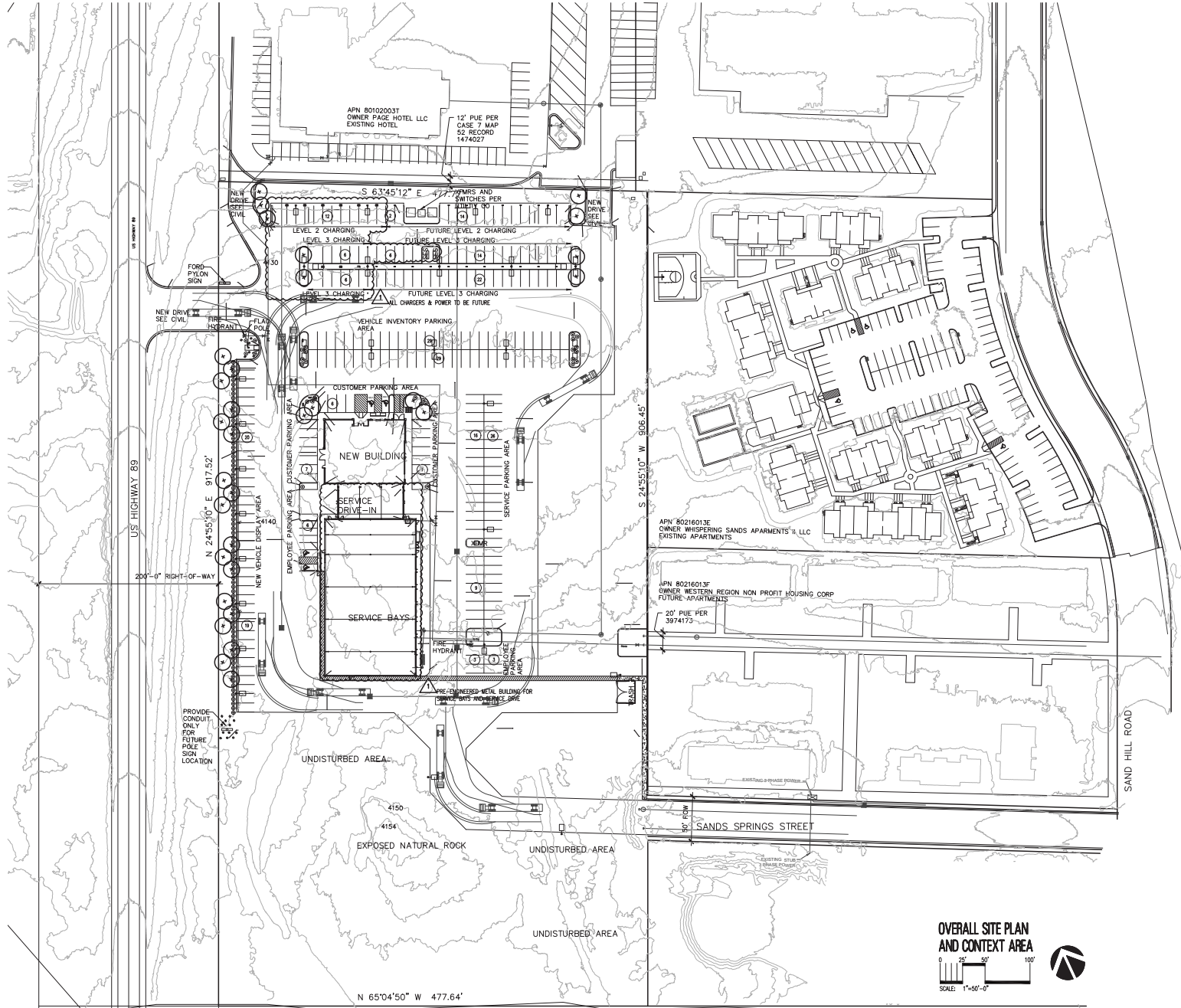
4343 E. Avulon Drive
 Phoenix, Arizona 85018
 Phone: 602-957-4343

1254 W. University Ave #100
 Flagstaff, Arizona 86001
 Phone: 928-779-4340

REVISIONS:
 2/4/2026 REVISION TO METAL BUILDING FOR SERVICE DRIVE AND SERVICE BAYS

TITLE: SITE PLAN
SCALE: 1"=50'-0"
DATE: 10-7-2024
JOB NO: 23908

A10



N 65°04'50" W 477.64'

APN 80216009J
 OWNER CITY OF PAGE



**FOURTH AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 25th day of March, 2026, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Valco Commercial Properties, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 26th day of April, 2023; and

Whereas, the parties now desire to amend the Agreement for a fourth time to extend the closing date as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about April 26, 2023, including all prior amendments, are hereby incorporated by reference into this Fourth Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement and executed amendments as if each were again fully set forth verbatim herein.
2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond March 31, 2027, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF PAGE

VALCO COMMERCIAL PROPERTIES, LLC

BY: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: March 25, 2026

Department: Planning and Zoning

Presented by:

Josh Smith, City Attorney

Brief Title: EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.

Amendment to Existing Purchase Agreement with Trout Land Development - Parcels 80218009D, 80218011C, 80218011D, and Portion of 80218011J

Agenda Section: Executive Sessions

Agenda Sub-category: Agreement/Contract

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Staff direction.

Background:

See memo.

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Trout Development Amendment 08 24 2022
2. Trout Development Fifth Amendment 10 23 2024
3. Trout Development Fourth Amendment 09 11 2024
4. Trout Development Second Amendment 04 01 2023
5. Trout Development Third Amendment 04 01 2024

6. Colt Springs Phases updated
7. Purchase Agreement
8. Colt Springs 3-25-26

**AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 24th day of August, 2022, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Trout Land Development, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 27th day of October, 2021; and

Whereas, the Agreement required that the closing date would be by or before September 1, 2022, and included the option for Buyer to purchase five (5) additional parcels as described in Exhibit B to the Agreement; and

Whereas, the parties now desire to extend the closing date; and

Whereas, during the platting and subdivision process the Buyer has further refined the subdivision phases and the parties now desire to amend the Agreement to modify the legal descriptions of the parcels accordingly.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, is hereby incorporated by reference into this Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement as if each were again fully set forth verbatim herein.
2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond April 1, 2023, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

3. Exhibit A. The parties hereby agree to modify Exhibit A to the Agreement as follows:

Exhibit A to the original Agreement shall be replaced in its entirety by the document attached hereto as "Exhibit A – Revised" and incorporated herein by reference.

4. Exhibit B. The parties hereby agree to modify Exhibit B to the Agreement as follows:

Exhibit B to the original Agreement shall be replaced in its entirety by the document attached hereto as "Exhibit B – Revised" and incorporated herein by reference.

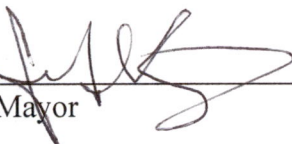
5. Paragraph "15. Option to Purchase." is hereby modified as follows:

Subject to the conditions outlined herein, Seller hereby grants to Buyer the option to purchase four additional parcels adjacent to the Property, more particularly described as Phases 2-5 in Exhibit B - Revised, attached hereto and incorporated herein by reference, subject to the terms and conditions hereinafter set forth.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.


CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: 
Vice Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



AMENDMENT TO AGREEMENT FOR THE PURCHASE OF REAL ESTATE

This Amendment is effective the 24th day of August, 2022, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Trout Land Development, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 27th day of October, 2021; and

Whereas, the Agreement required that the closing date would be by or before September 1, 2022, and included the option for Buyer to purchase five (5) additional parcels as described in Exhibit B to the Agreement; and

Whereas, the parties now desire to extend the closing date; and

Whereas, during the platting and subdivision process the Buyer has further refined the subdivision phases and the parties now desire to amend the Agreement to modify the legal descriptions of the parcels accordingly.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, is hereby incorporated by reference into this Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement as if each were again fully set forth verbatim herein.
2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond September 1, 2023, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

3. Exhibit A. The parties hereby agree to modify Exhibit A to the Agreement as follows:

Exhibit A to the original Agreement shall be replaced in its entirety by the document attached hereto as "Exhibit A – Revised" and incorporated herein by reference.

4. Exhibit B. The parties hereby agree to modify Exhibit B to the Agreement as follows:

Exhibit B to the original Agreement shall be replaced in its entirety by the document attached hereto as "Exhibit B – Revised" and incorporated herein by reference.

5. Paragraph "15. Option to Purchase." is hereby modified as follows:

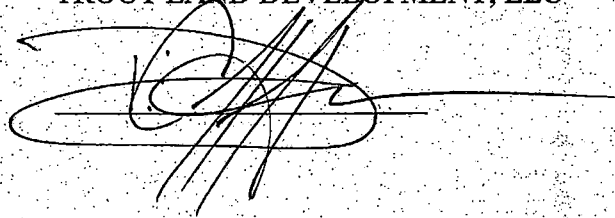
Subject to the conditions outlined herein, Seller hereby grants to Buyer the option to purchase four additional parcels adjacent to the Property, more particularly described as Phases 2-5 in Exhibit B - Revised, attached hereto and incorporated herein by reference, subject to the terms and conditions hereinafter set forth.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above:

CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: _____
Mayor



ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PHASE 1 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 5 AND 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GEMELLA CERCHIO SUBDIVISION, RECORDED AT THE COCONINO COUNTY RECORDER ON FEBRUARY 1, 2010, AS INSTRUMENT NO. 3554811, SAID POINT BEING S 89°42'33" W ALONG THE SECTION LINE 1450.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), TO THE EAST LINE OF SAID GEMELLA CERCHIO SUBDIVISION AND S 0°18'06" E ALONG SAID LINE 700.74 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE N 00°18'06" W ALONG SAID EAST LINE AND THE EAST LINE OF RANCHETTE ESTATES UNIT I SUBDIVISION, RECORDED SEPTEMBER 21, 1979, AS INSTRUMENT NO. 16543 A DISTANCE OF 931.87 FEET; THENCE N 89°41'54" E 445.00 FEET; THENCE S 0°18'06" E 345.00 FEET; THENCE S 89°41'54" W 165.00 FEET; THENCE S 0°18'06" E 442.41 FEET; THENCE S 26°06'02" E 135.39 FEET; THENCE N 63°53'58" E 45.00 FEET; THENCE S 26°06'02" E 150.00 FEET, TO THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECT S-559-701, DATED OCTOBER 18, 1985; THENCE S 63°53'58" W ALONG SAID RIGHT OF WAY 969.00 FEET; THENCE N 26°06'02" W 100.00 FEET; THENCE N 24°57'18" W 50.01 FEET; THENCE N 26°06'02" W 158.40 FEET; THENCE N 0°18'06" W 236.78 FEET, TO THE SOUTH LINE OF SAID GEMELLA CERCHIO SUBDIVISION; THENCE N 89°43'23" E ALONG SAID LINE 561.01 FEET, TO THE POINT OF BEGINNING.

CONTAINS 637,545 SQ FT OR 14.64 ACRES, MORE OR LESS

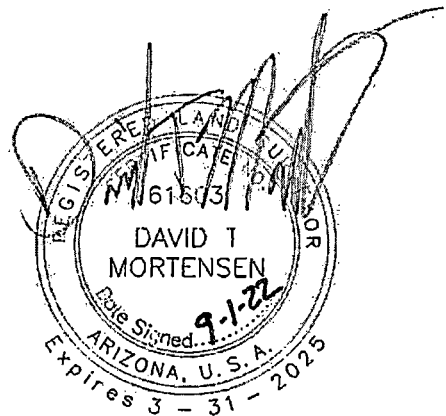


Exhibit B - Revised



3160 W Clubhouse Drive, Suite A

Lehi, UT 84043

801-768-7200

Purchase Option 1

PHASE 2 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 5 AND 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE GEMELLA CERCHIO SUBDIVISION, RECORDED AT THE COCONINO COUNTY RECORDER ON FEBRUARY 1, 2010, AS INSTRUMENT NO. 3554811, SAID POINT BEING S 89°42'33" W ALONG THE SECTION LINE 1450.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), TO THE EAST LINE OF SAID GEMELLA CERCHIO SUBDIVISION AND S 0°18'06" E ALONG SAID LINE 700.74 FEET, AND S 89°43'23" W ALONG THE SOUTH LINE OF SAID SUBDIVISION 561.01 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE S 0°18'06" E 236.78 FEET; THENCE S 26°06'02" E 158.40 FEET; THENCE S 24°57'18" E 50.01 FEET; THENCE S 26°06'02" E 100.00 FEET, TO THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECT S-559-701, DATED OCTOBER 18, 1985; THENCE S 63°53'58" W ALONG SAID RIGHT OF WAY 683.36 FEET; THENCE N 37°17'36" W 594.17 FEET, TO THE SOUTHWEST CORNER OF MOUNTAIN VIEW SUBDIVISION, RECORDED JULY 30, 2007 AS INSTRUMENT NO. 3451384; THENCE N 89°41'54" E ALONG THE SOUTH LINE OF SAID MOUNTAIN VIEW SUBDIVISION 599.44 FEET, TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE N 00°18'06" W ALONG THE EAST LINE OF SAID MOUNTAIN VIEW SUBDIVISION 337.80 FEET, TO THE SOUTHWEST CORNER OF THE SAID GEMELLA CERCHIO SUBDIVISION; THENCE N 89°43'23" E ALONG SAID SOUTH LINE 240.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 361,334 SQ FT OR 8.29 ACRES, MORE OR LESS



Purchase Option 2

PHASE 3 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING S 89°42'33" W ALONG THE SECTION LINE 180.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), AND S 0°18'06" E 13.63 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE S 0°18'06" E 143.74 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 380.00 FEET ; THENCE 63.35 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°33'04"; THENCE S 74°50'52" W 106.43 FEET; THENCE S 19°47'07" E 175.68 FEET, TO THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECT S-559-701, DATED OCTOBER 18, 1985; THENCE S 63°53'58" W ALONG SAID RIGHT OF WAY 873.32 FEET, TO THE SOUTHEAST CORNER OF THE PROPOSED COLT SPRINGS PHASE 1; THENCE ALONG THE EAST LINE OF SAID PHASE 1 THE FOLLOWING SIX (6) COURSES: 1) N 26°06'02" W 150.00 FEET; 2) S 63°53'58" W 45.00 FEET; 3) N 26°06'02" W 135.39 FEET; 4) N 0°18'06" W 442.41 FEET; 5) N 89°41'54" E 165.00 FEET; AND 6) N 0°18'06" W 172.50 FEET, THENCE N 89°41'54" E 235.00 FEET; THENCE S 0°18'06" E 72.50 FEET; THENCE N 89°41'54" E 590.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 575,927 SQ FT OR 13.22 ACRES, MORE OR LESS



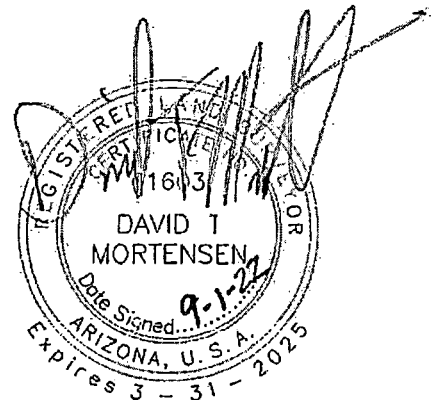
Purchase Option 3

PHASE 4 BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPOSED COLT SPRINGS PHASE 3, SAID POINT BEING S 89°42'33" W ALONG THE SECTION LINE 180.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), AND S 0°18'06" E 13.63 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; AND RUNNING THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH LINE OF SAID PROPOSED COLT SPRINGS PHASE 3: 1) S 89°41'54" W 590.00 FEET; 2) N 0°18'06" W 72.50 FEET; AND 3) S 89°41'54" W 235.00 FEET, TO THE EAST LINE OF PROPOSED COLT SPRINGS PHASE 1; THENCE N 0°18'06" W ALONG SAID LINE 172.50 FEET, TO THE NORTH LINE OF SAID PROPOSED COLT SPRINGS PHASE 1; THENCE S 89°41'54" W ALONG SAID LINE 445.00 FEET, TO THE EAST LINE OF RANCHETTE ESTATES UNIT 1, RECORDED SEPTEMBER 21, 1979, AS ENTRY NO. 16543, IN CASE 3, MAP 160, OFFICIAL RECORDS; THENCE N 0°18'06" W 572.56 FEET; THENCE N 89°43'33" E 776.20 FEET; THENCE S 0°16'46" E 244.56 FEET; THENCE N 89°43'14" E 514.62 FEET, TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 380.00 FEET, THE CENTER OF WHICH BEARS S 71°17'19" E; THENCE SOUTHERLY 126.10 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°00'47"; THENCE S 0°18'06" E 448.62 FEET, TO THE POINT OF BEGINNING.

CONTAINS 791,930 SQ FT OR 18.18 ACRES, MORE OR LESS



Purchase Option 4

PHASE 5 BOUNDARY DESCRIPTION

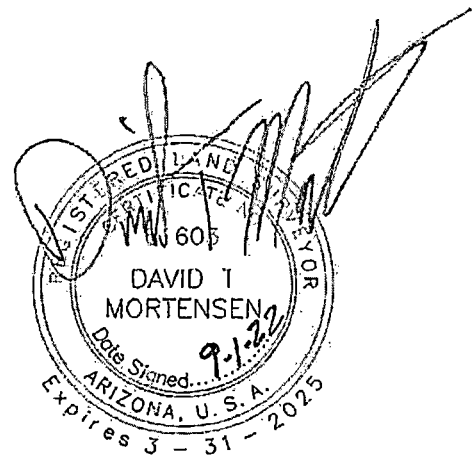
A PARCEL OF LAND LOCATED IN SECTION 5 AND 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPOSED COLT SPRINGS PHASE 3, SAID POINT BEING S 89°42'33" W ALONG THE SECTION LINE 180.16 FEET (SAID LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), TO A POINT ON THE EAST LINE OF THE PROPOSED COLT SPRINGS PHASE 4, AND S 0°18'06" E ALONG SAID LINE 13.63 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; AND RUNNING THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EAST LINE OF SAID PHASE 4;

- 1) N 0°18'06" W 448.62 FEET, TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 380.00 FEET;
- 2) NORTHERLY 126.10 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°00'47";

THENCE N 89°43'14" E 186.83 FEET; THENCE N 64°30'03" E 144.10 FEET; THENCE S 30°36'41" E 794.47 FEET, TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2,964.79 FEET, THE CENTER OF WHICH BEARS S 18°36'12" E, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECT S-559-701, DATED OCTOBER 18, 1985; THENCE SOUTHWESTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTHWESTERLY 310.34 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°59'51", 2) S 64°24'13" W 152.61 FEET, AND 3) S 63°53'58" W 389.76 FEET, TO THE SOUTHEAST CORNER OF THE PROPOSED COLT SPRINGS PHASE 3; THENCE NORTHERLY ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: 1) N 19°47'07" W 175.68 FEET, 2) N 74°50'52" E 106.43 FEET, TO THE POINT OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 380.00 FEET, THE CENTER OF WHICH BEARS N 80°08'49" E; 3) NORTHERLY 63.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°33'04", AND 4) N 0°18'06" W 143.74 FEET, TO THE POINT OF BEGINNING.

CONTAINS 478,301 SQ FT OR 10.98 ACRES, MORE OR LESS



**FIFTH AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 23rd day of October, 2024, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the “Seller”), and Trout Land Development, LLC (hereinafter “Buyer”).

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate (“Agreement”) on or about the 27th day of October, 2021; and

Whereas, the parties now desire to amend the Agreement a fifth time as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT


1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, and all written amendments, are hereby incorporated by reference into this Fifth Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement and amendments as if each were again fully set forth verbatim herein.
2. Section 15 “Option to Purchase” subsection “Purchase Options 2-5” of the Agreement is hereby amended to modify the option period for all purchase options from twenty-four (24) months to thirty-six (36) months.
3. The parties further agree that in exchange for the Buyer placing deed restrictions upon twenty (20) of the lots to be developed in Phase 1 that restrict the dwellings constructed upon said (20) lots to long-term rental or owner-occupied properties, that the Seller shall construct certain public infrastructure within Seller’s right-of way, said infrastructure consisting of the roads, curb, gutter, and sidewalk as further described below.
 - a. For the purposes of this Amendment, “long-term rental” shall be defined as a property that shall not be offered or advertised for rent nor rented to any person, entity, or group for a period of less than six (6) continuous months duration. “Long-term rental” specifically prohibits any use as a short-term rental.

- b. "Owner-occupied" shall be defined as the primary residence of a person that holds title to the property. For duplexes, only one side of the property must be owner-occupied to satisfy this requirement.
 - c. The deed restrictions referenced in Section 3 shall be placed upon the lots identified in Exhibit A as lots 59-66 and 79-90 of Phase 1. The deed restrictions shall not expire prior to January 1, 2028.
 - d. The roadways to be constructed by the Seller are identified in Exhibit A as Tiffanee Way, Jodie Way, Red River Way, and Slavens Way. The curb, gutter, and sidewalk shall be constructed adjacent to said roadways and all improvements shall be constructed in accordance with all City of Page rules, regulations, and applicable codes. The parties agree that Seller will immediately advertise for bid said improvements and that the maximum amount that Seller will pay for infrastructure to be paid by Seller is \$600,000.00 ("Maximum Payment"). In the event that the bids or actual construction costs for the roadways, curb, gutter, and sidewalk exceed \$600,000.00, Buyer agrees to timely pay the difference between the actual construction costs and the Seller's Maximum Payment. The parties will work together in good faith to coordinate construction activities and Seller will keep Buyer informed of the infrastructure costs, including notifying Buyer of any expected overages, or in the event that the Seller provided infrastructure actual construction costs will exceed the Maximum Payment.
4. The provisions of Sections 3 shall survive the termination or expiration of the Agreement.
 5. In the event that either party breaches the provisions of this 5th Amendment, either party may: enforce specific performance of this 5th Amendment or, if the remedy of specific performance is not available, bring an action against the other party for all actual damages incurred.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

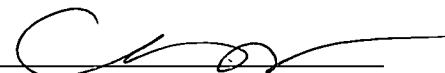
TROUT LAND DEVELOPMENT, LLC


BY: 
 Mayor

 Jacob Burton

ATTEST:

APPROVED AS TO FORM:


 City Clerk



 City Attorney

- b. "Owner-occupied" shall be defined as the primary residence of a person that holds title to the property. For duplexes, only one side of the property must be owner-occupied to satisfy this requirement.
 - c. The deed restrictions referenced in Section 3 shall be placed upon the lots identified in Exhibit A as lots 59-66 and 79-90 of Phase 1. The deed restrictions shall not expire prior to January 1, 2028.
 - d. The roadways to be constructed by the Seller are identified in Exhibit A as Tiffanee Way, Jodie Way, Red River Way, and Slavens Way. The curb, gutter, and sidewalk shall be constructed adjacent to said roadways and all improvements shall be constructed in accordance with all City of Page rules, regulations, and applicable codes. The parties agree that Seller will immediately advertise for bid said improvements and that the maximum amount that Seller will pay for infrastructure to be paid by Seller is \$600,000.00 ("Maximum Payment"). In the event that the bids or actual construction costs for the roadways, curb, gutter, and sidewalk exceed \$600,000.00, Buyer agrees to timely pay the difference between the actual construction costs and the Seller's Maximum Payment. The parties will work together in good faith to coordinate construction activities and Seller will keep Buyer informed of the infrastructure costs, including notifying Buyer of any expected overages, or in the event that the Seller provided infrastructure actual construction costs will exceed the Maximum Payment.
4. The provisions of Sections 3 shall survive the termination or expiration of the Agreement.
 5. In the event that either party breaches the provisions of this 5th Amendment, either party may: enforce specific performance of this 5th Amendment or, if the remedy of specific performance is not available, bring an action against the other party for all actual damages incurred.


IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

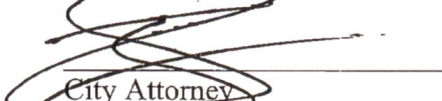
CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: 
 Mayor


 Jacob Burton

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

**FOURTH AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 11th day of September, 2024, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Trout Land Development, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 27th day of October, 2021; and

Whereas, the parties now desire to amend the Agreement a fourth time as set forth herein, the intent being to simply switch Phase 1 and Phase 2 set forth in the amendment dated August 24, 2022, but making no modifications to the legal descriptions or boundaries of the phases.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, and all written amendments, are hereby incorporated by reference into this Fourth Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement and amendments as if each were again fully set forth verbatim herein.
2. Exhibit A is hereby modified by inserting the stamped legal description from page 1 of Exhibit B from the amendment dated August 24, 2022, into Exhibit A as follows:

Phase 1 Boundary Description

A PARCEL OF LAND LOCATED IN SECTION 5 AND 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE GEMELLA CERCHIO SUBDIVISION, RECORDED AT THE COCONINO COUNTY RECORDER ON FEBRUARY 1, 2010, AS INSTRUMENT NO. 3554811, SAID POINT BEING S 89°42'33"W ALONG THE SECTION LINE 1450.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), TO THE EAST LINE OF SAID GEMELLA CERCHIO SUBDIVISION ANDS 0°18'06" E ALONG SAID LINE 700.74 FEET, AND

S 89°43'23" W ALONG THE SOUTH LINE OF SAID SUBDIVISION 561.01 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE S 0°18'06" E 236.78 FEET; THENCE S 26°06'02" E 158.40 FEET; THENCE S 24°57'18" E 50.01 FEET; THENCE S 26°06'02" E 100.00 FEET, TO THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECT S-559-701, DATED OCTOBER 18, 1985; THENCE S 63°53'58" W ALONG SAID RIGHT OF WAY 683.36 FEET; THENCE N 37°17'36" W 594.17 FEET, TO THE SOUTHWEST CORNER OF MOUNTAIN VIEW SUBDIVISION, RECORDED JULY 30, 2007 AS INSTRUMENT NO. 3451384; THENCE N 89°41'54" E ALONG THE SOUTH LINE OF SAID MOUNTAIN VIEW SUBDIVISION 599.44 FEET, TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE N 00°18'06" W ALONG THE EAST LINE OF SAID MOUNTAIN VIEW SUBDIVISION 337.80 FEET, TO THE SOUTHWEST CORNER OF THE SAID GEMELLA CERCHIO SUBDIVISION; THENCE N 89°43'23" E ALONG SAID SOUTH LINE 240.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 361,334 SQ FT OR 8.29 ACRES, MORE OR LESS

3. Page 1 of Exhibit B is hereby modified by inserting the stamped legal description from Exhibit A from the amendment dated August 24, 2022, into Exhibit B as follows:

Purchase Option 1

Phase 2 Boundary Description

A PARCEL OF LAND LOCATED IN SECTION 5 AND 6, TOWNSHIP 40 NORTH, RANGE 9 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE GEMELLA CERCHIO SUBDIVISION, RECORDED AT THE COCONINO COUNTY RECORDER ON FEBRUARY 1, 2010, AS INSTRUMENT NO. 3554811, SAID POINT BEING S 89°42'33" W ALONG THE SECTION LINE 1450.16 FEET (SAID SECTION LINE BEING THE BASIS OF BEARING BETWEEN THE EAST QUARTER AND WEST QUARTER OF SAID SECTION 6), TO THE EAST LINE OF SAID GEMELLA CERCHIO SUBDIVISION AND S 0°18'06" E ALONG SAID LINE 700.74 FEET, FROM THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE N 00°18'06" W ALONG SAID EAST LINE AND THE EAST LINE OF RANCHETTE ESTATES UNIT I SUBDIVISION, RECORDED SEPTEMBER 21, 1979, AS INSTRUMENT NO. 16543 A DISTANCE OF 931.87 FEET; THENCE N 89° 41 '54" E 445.00 FEET; THENCE S 0°18'06" E 345.00 FEET; THENCE S 89°41'54" W 165.00 FEET; THENCE S 0°18'06" E 442.41 FEET; THENCE S 26°06'02" E 135.39 FEET; THENCE N 63°53'58" E 45.00 FEET; THENCE S 26°06'02" E 150.00 FEET, TO THE NORTH RIGHT OF WAY OF ARIZONA HIGHWAY 98, AS SHOWN ON ADOT PROJECTS-559-701, DATED OCTOBER 18, 1985; THENCE S 63°53'58" W ALONG SAID RIGHT OF WAY 969.00 FEET; THENCE N 26°06'02" W 100.00 FEET; THENCE N 24°57'18" W 50.01 FEET; THENCE N 26°06'02" W 158.40 FEET; THENCE N 0°18'06" W 236.78 FEET, TO THE SOUTH LINE OF SAID GEMELLA CERCHIO SUBDIVISION; THENCE N 89°43'23" E ALONG SAID LINE 561.01 FEET, TO THE POINT OF BEGINNING.

CONTAINS 637,545 SQ FT OR 14.64 ACRES, MORE OR LESS

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: William R. Dink
Mayor

Jacob Burton

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CONTAINS 637,545 SQ FT OR 14.64 ACRES, MORE OR LESS

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: William R. Dink
Mayor

B
Jacob Burton

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

**SECOND AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 1st day of April, 2023, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Trout Land Development, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 27th day of October, 2021; and

Whereas, the Agreement was amended on or about August 24, 2022 ("Amendment"); and

Whereas, the parties now desire to amend the Agreement a second time to again extend the closing date.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, and the Amendment, are hereby incorporated by reference into this Second Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement and Amendment as if each were again fully set forth verbatim herein.
2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond April 1, 2024, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: William R. Deal
Mayor

[Signature]
4/19/2023

ATTEST:

Jim Larson
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

**THIRD AMENDMENT TO AGREEMENT FOR
THE PURCHASE OF REAL ESTATE**

This Amendment is effective the 1st day of April, 2024, by and between the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (the "Seller"), and Trout Land Development, LLC (hereinafter "Buyer").

RECITALS

Whereas, the parties entered into an Agreement for the Purchase of Real Estate ("Agreement") on or about the 27th day of October, 2021; and

Whereas, the parties now desire to amend the Agreement a third time as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Incorporation by Reference. Except as outlined herein, the original Agreement for the Purchase of Real Estate, entered into by the parties on or about October 27, 2021, and all written amendments, are hereby incorporated by reference into this Third Amendment. The parties hereto agree to be bound by all terms, conditions, covenants, and obligations in said Agreement and amendments as if each were again fully set forth verbatim herein.

2. "Closing Date:" is hereby modified as follows:

The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond October 1, 2024, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

3. Paragraph 7.4 of the Agreement is hereby deleted in its entirety.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the date indicated above.

CITY OF PAGE

TROUT LAND DEVELOPMENT, LLC

BY: William R. Deab
Mayor

[Signature]
Member

ATTEST:

[Signature]
City Clerk, Acting Deputy

APPROVED AS TO FORM:

[Signature]
City Attorney



AGREEMENT FOR THE PURCHASE OF REAL ESTATE

BY THIS AGREEMENT, the parties hereto declare, covenant and agree as follows:

1. Definitions.

The following terms are hereby defined for purposes of this Agreement and shall be given the stated meanings unless the context requires otherwise:

Seller: CITY OF PAGE
City Hall
P. O. Box 1180
Page, Arizona 86040
Telephone: (928) 645-8861

Buyer: TROUT LAND DEVELOPMENT LLC

Escrow Agent: PIONEER TITLE AGENCY, INC.
809 North Navajo
P. O. Box 508
Page, Arizona 86040
Telephone: (928) 645-0064

Date of this Agreement: The 26 day of OCTOBER, 2021.

Property: That certain real property located in the City of Page, Coconino County, Arizona, more particularly described as:

See Exhibit A.

Purchase Price: The Purchase Price for the Property shall be \$23,000.00 per acre, plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller's legal publication costs incurred herein.

Closing Date: The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council

without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond September 1, 2022, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

2. Purchase and Sale of Property. Subject to and upon the terms, provisions and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest of Seller in and to the Property for the Purchase Price.

3. Purchase Price.

3.1 The Purchase Price shall be payable by Buyer in lawful currency of the United States.

3.2 Upon Buyer's execution hereof, Buyer shall deposit \$15,000.00 with Escrow Agent as earnest money hereunder. All earnest money deposited shall be credited at the Closing Date toward the Purchase Price.

3.3 On or before the Closing Date, Buyer shall tender to Seller one hundred percent (100%) of the purchase price.

3.4 The funds deposited pursuant to Paragraph 3.2, above, shall be invested by Escrow Agent with a federally insured commercial bank or savings institution in such savings accounts, certificates of deposit or similar investments as Buyer shall direct from time to time, provided that any and all such funds be available and disbursed when required by the terms of this Agreement. All earnings on such invested funds shall be paid to the party entitled hereunder to receive the principal of such funds, and, upon payment to Seller, shall be credited towards the Purchase Price.

4. Information/Delivery Items.

4.1 Title Report: Seller shall provide Buyer with a preliminary title report or commitment for title insurance no later than 15 days from execution of this Agreement.

4.2 Entry on Property: Buyer and its authorized representatives and agents have been provided access to the Property for the purpose of making such examinations, test investigations, surveys, inquiries or other inspections including, but not limited to, hydrological, topographical, traffic and engineering studies and reports, tests, borings and analysis of the soils and water (including subsurface conditions), investigation of the availability and quality of access, utilities, water and sewer to the Property, and to otherwise inspect the general condition of the Property as may be necessary to satisfy Buyer that the Property is suitable for Buyer's intended development. The cost of all such examinations or investigations is the responsibility of

Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury, or expense arising out of or related to claims of injury to persons or property, or claims of lien for work or labor performed, or materials or supplies furnished as a result of the exercise of Buyer's right of entry hereunder.

4.3 Licenses and Permits: Seller shall, within ten (10) days of the date of request, make available at Buyer's request true and correct copies of all presently existing licenses, permits, certificates of occupancy and other documents issued by any governmental or nongovernmental entity to the Seller necessary for the use of the Property for its present uses.

5. Contingencies.

5.1 Buyer's obligation to consummate the purchase of the Property and to close escrow is conditioned upon the acceptance or waiver (subject to the provisions set forth below) of the title report. Buyer must provide written notice to Seller within thirty (30) days of the release of the title report of any discrepancy or disapproval. Buyer shall permit Seller an additional forty-five (45) day period to cure Buyer's objections, whereupon Seller shall undertake in good faith and utilize its best efforts to take all action necessary to cure same. If Buyer's objections are not cured to Buyer's satisfaction prior to expiration of the period permitted by this paragraph, Buyer may either (a) cancel and terminate this Agreement or (b) waive any remaining objections and approve the condition of title to the Property as then existing. If Escrow Agent issues any amended preliminary reports or commitments for title insurance, Buyer shall have a period of twenty (20) days after receipt of the same to object to any matter not appearing in prior reports or commitments and shall have the same options as provided above with respect to objections to the original report. Seller shall use its best efforts to cure any objections Buyer has with respect to the condition of title.

5.2 It is acknowledged that the contingencies set forth in Paragraph 5.1 are for the exclusive benefit of Buyer, and Buyer may elect to waive any such contingency reserved for its benefit and proceed to consummate the transaction contemplated hereby, unless this Agreement has been terminated according to the terms hereof. Any such waiver shall be executed in writing and deposited with Escrow Agent or Seller.

5.3 If all of the contingencies set forth in paragraph 5.1 have not been satisfied or waived in writing within the period provided in paragraph 5.1, this Agreement may be terminated by Buyer, and the earnest money shall be returned to Buyer and the parties shall have no further obligation hereunder.

6. Obligations, Representations and Warranties.

6.1 Seller hereby agrees to diligently undertake the performance of all obligations of Seller contained in this paragraph and makes the representations and warranties set forth herein:

- (a) Seller will comply with all provisions of Paragraph 4, above;
- (b) Prior to the Closing Date, assuming all necessary governmental approvals have been obtained and all terms of this Agreement have been fulfilled, Seller shall deposit with Escrow Agent a Deed and related Affidavit of Real Property Value (if needed), duly executed by Seller in proper form for recording;
- (c) All risk of loss is Seller's until the Property is conveyed to Buyer in accordance herewith. In the event of material loss or damage to the Property, Buyer may cancel and terminate this Agreement and receive a refund of all earnest Money deposited;
- (d) No default or breach exists under any covenant, condition, restriction, right-of-way or easement affecting the Property, or any portion thereof, which is to be performed or complied with by the owner of the Property, and Seller has no knowledge of any fact or condition which would constitute such default or breach;
- (e) No actions, suits, proceedings or investigations are pending or, to the knowledge of Seller, threatened against or relating to the Property in any court or before any governmental department or agency, and Seller has no knowledge of any basis for any such action, suit, proceeding or investigation;
- (f) No person, firm, or other entity has any right or option to acquire the Property or any portion thereof or any interest therein, superior to the rights of Buyer herein, and Seller will take no action prior to the close of escrow hereunder which will adversely affect the rights of Buyer hereunder or adversely affect the ability of Seller to perform hereunder, provided, however, Seller and Buyer understand that the effectiveness of this Agreement may be determined by a referendum vote, provisions of the Page City Code pertaining to land sales, and subject to the provisions of Paragraph 8.4;
- (g) The Property will be conveyed and exclusive possession thereof delivered by Seller to Buyer at the close of escrow in the same condition it is in as of the date of Buyer's execution of this Agreement, natural wear and tear and Buyer's testing excepted;
- (h) There are not, and shall not be at closing, any leases or rental agreements affecting the Property, not previously disclosed in writing, or any rights of possession thereof;
- (i) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which, though not currently the subject of a lien, might give rise to mechanics', materialmens' or other liens against Seller's interest in the Property or any portion thereof or any improvements hereafter erected thereon;

(j) No hazardous wastes or substances have been knowingly dumped, deposited or buried on the Property by the Seller or any of its agents or employees after 1975;

(k) The representations of Seller contained herein are and will be true and correct as of the Closing Date, and Seller will have duly performed all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller in order to consummate the transaction contemplated hereby on or before the Closing Date. Seller covenants that it will advise Buyer, in writing, on or before the Closing Date, of any change in any representation or warranty set forth in this paragraph. In the event of any material or substantive change in the representations or warranties prior to the close of escrow, Buyer, in addition to all other rights and remedies, shall be entitled to terminate this Agreement and receive a refund of all earnest money deposits pursuant hereto.

6.2 Buyer hereby represents and warrants that Buyer will have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Buyer including, without limitation, payment of all funds required to be paid by Buyer on or before the Closing Date, and will execute and deliver all documents required to be executed and delivered by Buyer in order to consummate the transaction contemplated hereby on or before the Closing Date.

6.3 Buyer acknowledges and agrees that Buyer is purchasing the Property in "As-Is" condition without expressed or implied warranties of any kind, and that Buyer is relying wholly on Buyer's own judgment with respect to the suitability and condition of the Property.

7. Conditions of Sale.

7.1 Seller makes no representation or warranty with respect to access to and from adjoining streets.

7.2 Buyer acknowledges that all required on and off-site improvements to the property shall be made by the Buyer and at Buyer's sole expense including, but not limited to, the costs of extending infrastructure (e.g., roadway, water, sewer, electric, telephone, and cable).

7.3 Buyer acknowledges that it is familiar with and understands that the purchased property is subject to use and development restrictions imposed by the City of Page General Plan, the General Development and Subdivision Regulations, City of Page Zoning Ordinance, the Gateway Area Specific Development Plan, City of Page adopted building codes, and other applicable state and federal laws.

7.4 Buyer agrees that it shall offer for sale a minimum of 10% of the lots developed on the Property, or under any options to purchase exercised hereunder, to purchasers that may construct a residence using a builder not affiliated with Buyer.

8. Conditions to Closing.

8.1 Buyer's purchase of the Property and closing of the transaction contemplated hereby is conditioned upon and subject to:

- (a) Satisfaction or waiver of all contingencies set forth in Paragraph 5.1.
- (b) Performance of all obligations of Seller set forth in Paragraph 6.1.
- (c) Issuance by Pioneer Title or the licensed insurer for which it is agent to or for the benefit of Buyer of an owner's title insurance policy showing fee simple title to the Property in Buyer subject only to those printed exceptions customarily contained in such policies and those encumbrances, restrictions, reservations, exceptions, stipulations, conditions and requirements approved by Buyer pursuant to Paragraph 5.1.
- (d) Buyer, at Buyer's sole expense, shall apply for and obtain all necessary approvals for the residential housing development. City shall have taken final action to approve all of the entitlements required for Buyer's subdivision and construction of residential housing subject only to terms and conditions reasonably satisfactory to Buyer. All of the entitlements shall have become final and non-appealable, and all of the entitlements shall remain in full force and effect as of the closing in accordance with their respective terms.

The foregoing conditions are solely for the benefit of Buyer. At any time or times on or before the date for the satisfaction or waiver of each condition, at Buyer's election in its sole and absolute discretion, Buyer may waive any of the foregoing conditions by written notice to Seller. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Buyer are neither fulfilled nor waived in writing by Buyer within the time provided in this Agreement, Buyer, at its election in its sole and absolute discretion, by written notice to Seller, may terminate this Agreement, receive Buyer's earnest money less Seller's publication costs, and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement.

8.2 Seller's obligation to sell the Property shall be conditioned expressly upon the fulfillment to Seller's satisfaction (as determined by Seller in its sole and absolute discretion) of each of the following conditions precedent within the time periods specified in this Agreement:

- (a) Performance of all obligations of the Buyer set forth in Paragraph 6.2.

(b) Satisfaction of any city ordinance pertaining to this transaction including, without limitation, an approval by the voters of the City of Page pursuant to any referendum vote required to approve this transaction.

(c) In accordance with all applicable regulations, Buyer shall submit and obtain an approved preliminary plat for the subdivision of the Property. All costs to obtain said approvals shall be borne by Buyer, however Buyer shall not be required to reimburse the City for any time spent by internal City staff or counsel other than as set forth in the City's fee schedule.

(d) Buyer shall have provided evidence reasonably satisfactory to Seller that Buyer has obtained financing commitments sufficient to accomplish the construction of the residential housing and related infrastructure and that such funds shall be, effective as of closing, committed for such purpose. In this regard, it is understood that Buyer will require Seller's approval of Seller's Closing Condition prior to Buyer's closing of its loan for construction of the improvements. Seller's approval of Buyer's evidence of financing shall not be unreasonably withheld or conditioned. Seller agrees to approve or disapprove Buyer's evidence of financing within twenty (20) days after Buyer's submittal of same. Any disapproval shall be in writing and shall state the reasons for disapproval and the required changes to obtain such approval. Upon receipt of a disapproval by Seller Buyer shall resubmit its evidence of financing and Seller agrees to approve or disapprove Buyer's revised/amended submittal within fifteen (15) days after Buyer's submittal.

(e) Buyer shall have obtained sitewide grading and drainage permits, including for the construction of underground utilities, and any other permits required from a governmental agency having jurisdiction over the property which are required for the commencement of construction of the residential housing.

The foregoing conditions are solely for the benefit of Seller. At any time or times on or before the date for the satisfaction or waiver of each condition, at Seller's election in its sole and absolute discretion, Seller may waive any of the foregoing conditions by written notice to Buyer. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Seller are neither fulfilled nor waived in writing by Seller within the time provided in this Agreement, Seller, at its election in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement. In the event of termination pursuant to this Paragraph 8.2, the earnest money shall be returned to Buyer.

8.3 Each party shall exercise commercially reasonable diligence in an effort to satisfy the Closing Conditions as expeditiously as possible after the date of this Agreement. Each party shall cooperate with the other party in the other party's efforts with respect to the satisfaction of the conditions.

8.4 The parties acknowledge and agree that Seller has executed this Agreement in its proprietary capacity as owner of the Property, and that nothing in this Agreement binds or otherwise obligates the City of Page in the exercise of its regulatory authority. Specifically, and without limiting the foregoing, nothing in this Agreement obligates the Page Planning Commission or the Page City Council to approve any development plans, or obligates City staff as to their analyses, reports, recommendations or any other staff functions or duties relating to the proposed project.

9. Failure to Close/Earnest Money.

9.1 In the event Buyer terminates this Agreement as elsewhere expressly authorized, all earnest money deposited hereunder shall be returned in full to Buyer, less publication costs incurred by Seller, and this Agreement shall thereupon be deemed void and of no further force or effect.

9.2 In the event Seller refuses, fails, or is unable to satisfy its obligations hereunder, the sole remedy of Buyer is the return of earnest money deposited hereunder. This Agreement and the escrow established hereby shall be terminated. In such event any earnings gained on the earnest money deposit, as provided under Paragraph 3.4, shall be delivered to Buyer.

9.3 In the event all contingencies or conditions to closing reserved for Seller's benefit have been satisfied or waived and Seller has tendered complete performance on or before the Closing Date, and Buyer is not entitled to terminate this Agreement, but Buyer nevertheless refuses or fails to close the transaction contemplated hereby in accordance with the terms of this Agreement, then Seller shall make a written demand of Buyer to perform and close this Agreement. If Buyer does not do so within five (5) days after receipt of such demand, this Agreement shall be deemed breached, and Seller's sole remedy shall be to terminate this Agreement whereby all of the earnest money deposited hereunder shall be paid to Seller.

10. Closing Date.

Buyer and Seller shall pay all monies, execute and deposit all documents, and complete all other obligations required hereunder in order to consummate the purchase and sale of the Property on or before the Closing Date. On, or as soon as practical following the Closing Date, Escrow Agent shall record all necessary documents and otherwise accomplish the provisions hereof so as to close the transaction contemplated hereby (herein sometimes referred to alternatively as the "closing" or "close of escrow").

11. Taxes, Assessments, Prorations.

11.1 All real estate taxes, interest, utilities, rents, and/or insurance premiums, if any, relating to the Property shall be prorated as of the date of closing. All assessments, if any, shall be paid in full by Seller at the Closing Date. Real estate

taxes shall be calculated on the basis of the latest figures prepared by the governmental authority responsible for assessing the Property based on the most recent tax rate as then determined. If the taxes for the current year are later determined to be different than those upon which proration was based, Seller and Buyer shall adjust the difference outside of escrow based upon the actual figures. All monthly prorating shall be made on the basis of a thirty (30) day month.

11.2 All appraisal costs, survey fees, escrow fees, and recording fees shall be paid by Buyer. Buyer shall pay all fees and premiums with respect to issuance of preliminary title reports, title insurance commitments and the owner's title insurance policy to be issued to Buyer, all as provided herein.

12. Nomination.

Buyer may only assign its rights under the Purchase Agreement with the prior written consent of the Seller, which consent will not be unreasonably withheld.

13. Escrow Instructions.

13.1 Buyer and Seller hereby employ Escrow Agent to act as their escrow agent in connection with the purchase and sale agreed to herein on the terms set forth herein.

13.2 Seller and Buyer will each pay Escrow Agent upon demand all reasonable and customary charges payable by them respectively as provided herein, if any.

13.3 In the event of a breach of this Agreement or non-compliance with the terms herein, Buyer and Seller authorize Escrow Agent to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead said parties by an action brought in any such court.

13.4 Seller and Buyer will indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom and will pay the same upon demand; provided, however, that this paragraph shall not apply with respect to such matters resulting from Escrow Agent's negligence, omission, error, or intentional wrong-doing.

13.5 Seller and Buyer direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check of Escrow Agent.

13.6 Seller and Buyer agree that the employment of Escrow Agent shall not affect any rights of subrogation under the terms of any title insurance policy issued pursuant to the provisions hereof.

13.7 If disbursement is made to other than the parties hereto by reason of death, insolvency, bankruptcy, dissolution of Seller or by reason of any legal proceedings, Escrow Agent shall be paid such reasonable fees as Escrow Agent shall establish.

13.9 The word "charges" as used herein refers to all charges and advances made and obligations incurred by Escrow Agent in connection herewith and all charges of Escrow Agent in connection with the issuance of its title insurance policy.

13.10 The day provided herein within which compliance with any requirement must be met shall end at the close of the then regularly-established public business hours of Escrow Agent for such day.

14. Miscellaneous.

14.1 Any notice to be given by Buyer or Seller shall be given in writing and delivered in person to Buyer or Seller, or forwarded by certified or registered mail, postage prepaid, at the address indicated in Paragraph 1 hereof, unless the party giving any such notice has been notified, in writing, of a change of address. Any such notice shall be effective three (3) days after postmark, if mailed, or upon receipt, if delivered.

14.2 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto, nor shall this Agreement create or confer any benefit with rights or provide to third parties any claim or right of action under this Agreement.

14.3 In the event any party hereto shall employ legal counsel to bring an action at law or other proceeding against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees and costs incurred by the other party, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees and costs shall be included in the judgment.

14.4 If any term or provision of this Agreement is determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.

14.5 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

14.6 The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

14.7 If a date provided herein within which any requirement must be met shall fall on a Saturday, Sunday or date on which Escrow Agent, state, county or governmental offices are closed, or date on which the banks in Arizona are generally closed, then the date of compliance shall be extended through the next date when none of the above is applicable.

14.8 For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument.

14.9 The date of this Agreement shall be the date a fully executed copy hereof is deposited with Escrow Agent, which date Escrow Agent shall insert on the first page hereof.

14.10 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona with venue in Coconino County.

15. Option to Purchase.

Subject to the conditions outlined herein, Seller hereby grants to Buyer the option to purchase five additional parcels adjacent to the Property, more particularly described as Phases 2-6 in Exhibit B, attached hereto and incorporated herein by reference, subject to the terms and conditions hereinafter set forth.

Purchase Option 1

Purchase Option 1 granted herein shall become effective as of the closing of escrow on the Property described in Exhibit A, and Buyer shall have the right to exercise said option hereunder by delivering written notice to Seller within twenty-four (24) months of said closing. The right to exercise said Option shall be conditioned upon: 1. The completion and dedication of the public infrastructure (e.g. roads, utilities, curb/gutter/sidewalk, streetlights, etc.) on the Property in accordance with all applicable regulations and specifications, and as approved by Seller and to the satisfaction of Seller; and 2. The issuance of building permits for 50% of lots developed on the Property. In the event that Buyer fails to complete the development of residential housing lots and associated infrastructure to the satisfaction of the Seller, along with obtaining building permits for 50% of lots developed on the Property, all options to purchase set forth herein shall be terminated at Seller's election and the Seller shall not be obligated to sell any additional property to Buyer other than the Property described in Exhibit A.

Buyer's notice to exercise Purchase Option 1 shall be accompanied by a minimum of 5% earnest money. The purchase price for the Option parcel 1 will be based upon the per acre appraised value as set forth in the June 9, 2021, appraisal performed by Huck Appraisal Office. However, the per acre appraised value shall be escalated annually each July 1 subsequent to closing until the option to purchase is exercised based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for All Items ("CPI"). If, on a relevant date, the CPI does not exist in the above format, the City will substitute any official index published by the Bureau of Labor Statistics, any successor agency, or similar governmental agency, which is then in existence and which is then most nearly comparable to the CPI.

Purchase Options 2-5

Purchase Options 2-5 shall be subject to the same terms and conditions as Purchase Option 1, except that the twenty-four month option period shall begin upon the closing of the prior option parcel purchase. In addition, the right to exercise Options 2-5 shall be conditioned upon: 1. Completion and dedication of the public infrastructure for the prior exercised option parcel in accordance with all applicable regulations and specifications, and as approved by Seller and to the satisfaction of Seller; and 2. The issuance of building permits for 50% of the prior exercised option parcel lots.

In the event that Buyer fails to complete the development of residential housing lots and associated infrastructure to the satisfaction of the Seller on any option parcel, along with obtaining building permits for 50% of lots developed on the prior exercised option parcel, all options to purchase set forth herein shall be terminated at Seller's election and the Seller shall not be obligated to sell any additional property to Buyer.

Other Purchase Option Terms

The options to purchase may be exercised in a non-chronological order conditioned upon: 1. The Seller's agreement; and 2. That any exercised option must be contiguous to a parcel already developed by Buyer.

All purchase options shall be subject to all City Code requirements at the time of its exercise, including applicable zoning, development, publication, and sale procedure regulations. The purchase options shall be subject to the same terms and conditions of this Agreement, including contingencies and conditions to closing relating to the development of residential housing, except that Seller may at its discretion agree to a different land use and/or project to be constructed upon the option parcel or may agree to other changes at its sole discretion. Upon exercise of an option, the parties will enter into a purchase agreement for the option parcel which must be approved by the City Council via ordinance.

16. Conflict of Interest.

The City may, within three years after the execution of this agreement, cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is or was, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. See, A.R.S. §38-501 *et seq.*, pertaining to Conflict of Interest of Officers and Employees.

SELLER:
CITY OF PAGE
P. O. Box 1180
Page, Arizona 86040
(928) 645-8861

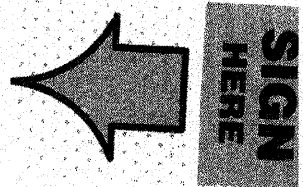
BUYER:
TROUT LAND DEVELOPMENT LLC

By: William R. Dial
Mayor

By: [Signature]
DAVID COLT HENDERSON

ATTEST:
Kim Garrison
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney



APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS DEALING WITH THE ESCROW AGENT.

Pioneer Title Agency, Inc.

BY: _____

The City may, within three years after the execution of this agreement, cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is or was, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. See, A.R.S. §38-501 *et seq.*, pertaining to Conflict of Interest of Officers and Employees.

SELLER:
CITY OF PAGE
P. O. Box 1180
Page, Arizona 86040
(928) 645-8861

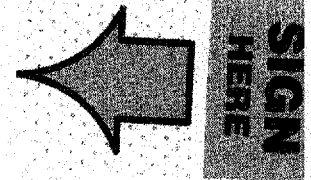
BUYER:
TROUT LAND DEVELOPMENT LLC

By: William R. Rial
Mayor

By: [Signature]
DAVID COLT HENDERSON

ATTEST:
Kim Larson
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney



APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS DEALING WITH THE ESCROW AGENT.

Pioneer Title Agency, Inc.
DocuSigned by:

BY: Beky Hulston
AD6730A6D50B45B...

Exhibit A

Phase 1

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2752.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number 3554811 and the POINT OF BEGINNING; thence North 90° 00' 00" East 282.40 feet; thence South 00° 45' 29" East 450.64 feet; thence South 24° 58' 13" East 131.58 feet; thence North 64° 47' 27" East 40.56 feet; thence South 25° 12' 33" East 140.22 feet, to the to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South 63° 58' 56" West 961.63 feet; thence, departing said right-of-way, North 25° 12' 33" West 153.79 feet; thence North 32° 15' 32" West 50.38 feet; thence North 25° 12' 33" West 110.63 feet; thence North 00° 17' 38" West 229.75 feet, to the south line of said Gemella Cerchio Subdivision; thence, along said line, North 89° 43' 39" East 567.49 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North 00° 17' 17" West 587.00 feet, to the POINT OF BEGINNING; containing 11.11 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741

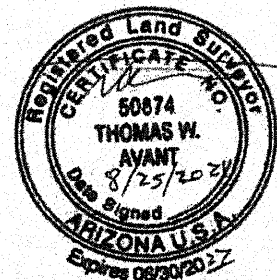


Exhibit B

Purchase Option 1

Phase 2

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 3339.40 feet, southeast corner of Gemella Cerchio Subdivision, as recorded on Instrument number 3554811; thence, along the south line of said subdivision, South 89° 43' 39" West 567.49 feet, to the POINT OF BEGINNING; thence South 00° 17' 38" East 229.75 feet; thence South 25° 12' 33" East 110.63 feet; thence South 32° 15' 32" East 50.38 feet; thence South 25° 12' 33" East 153.79 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South 63° 58' 56" West 683.96 feet; thence, departing said right-of-way, North 37° 15' 31" West 590.26 feet, to the southwest corner of Mountain View Subdivision, as recorded on Instrument number 3451384; thence, along the south line of said subdivision, North 89° 44' 00" East 598.98 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North 00° 11' 47" West 337.91 feet, to the southwest corner of said Gemella Cerchio Subdivision; thence, along the south line of said subdivision, North 89° 43' 39" East 233.50 feet, to the POINT OF BEGINNING; containing 8.20 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

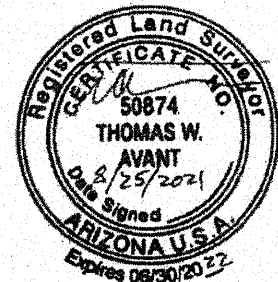
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741

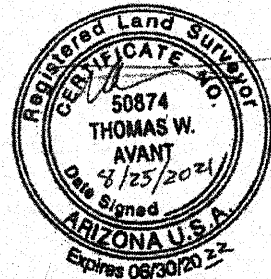


Purchase Option 2
Phase 3

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2752.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number 3554811; thence North 90° 00' 00" East 282.40 feet, to POINT OF BEGINNING; thence North 90° 00' 00" East 330.00 feet, to the beginning of a curve; thence, along the curve to the left, 31.61 feet, having a radius of 20.00 feet, a central angle of 90° 33' 55" and whose long chord bears North 44° 43' 03" East 28.42 feet; thence North 00° 33' 24" West 82.61 feet; thence North 90° 00' 00" East 389.45 feet; thence South 00° 35' 09" East 100.01 feet; thence South 53° 08' 41" East 13.69 feet; thence South 00° 00' 00" West 31.79 feet; thence South 00° 33' 55" East 99.83 feet; thence South 25° 12' 33" East 97.70 feet; thence South 64° 47' 27" West 124.88 feet; thence South 25° 12' 33" East 131.14 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South 63° 58' 56" West 643.37 feet; thence, departing said right-of-way, North 25° 12' 33" West 140.22 feet; thence South 64° 47' 27" West 40.56 feet; thence North 24° 58' 13" West 131.58 feet; thence North 00° 45' 29" West 450.64 feet, to the POINT OF BEGINNING; containing 10.11 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

Prepared by:
Tom Avant, PE, PLS
Iron Rock Group
460 East 300 South, Suite 1
Kanab UT 84741



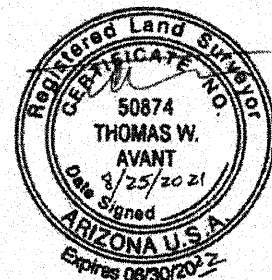
Purchase Option 3

Phase 4

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2265.01 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160 and the POINT OF BEGINNING; thence North 89° 26' 05" East 210.41 feet; thence North 00° 33' 55" West 11.08 feet; thence North 89° 26' 05" East 235.33 feet; thence South 00° 33' 55" East 2.03 feet; thence North 89° 26' 05" East 184.69 feet; thence North 00° 33' 55" West 19.35 feet; thence North 89° 26' 05" East 50.42 feet; thence South 00° 25' 24" East 169.70 feet; thence North 90° 00' 00" East 593.52 feet; thence South 80° 16' 58" East 61.04 feet; thence South 00° 52' 00" East 379.74 feet; thence North 90° 00' 00" West 305.53 feet; thence North 00° 00' 00" East 31.79 feet; thence North 53° 08' 41" West 13.69 feet; thence North 00° 35' 09" West 100.01 feet; thence North 90° 00' 00" West 389.45 feet; thence South 00° 33' 24" East 82.61 feet, to the beginning of a curve; thence, along the curve to the right, 31.61 feet, having a radius of 20.00 feet, a central angle of 90° 33' 55" and whose long chord bears South 44° 43' 03" West 28.42 feet; thence North 90° 00' 00" West 612.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number; thence, along the east lines of said Gemella Cerchio and Ranchette Estates Unit 1 subdivisions, North 00° 18' 41" West 487.39 feet, to the POINT OF BEGINNING; containing 12.44 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

Prepared by:
Tom Avant, PE, PLS
Iron Rock Group
460 East 300 South, Suite 1
Kanab UT 84741



Purchase Option 4

Phase 5

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 1834.27 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160 and the POINT OF BEGINNING; thence North 89° 26' 05" East 858.52 feet; thence South 00° 33' 55" East 3.78 feet; thence North 90° 00' 00" East 470.51 feet; thence South 00° 52' 00" East 580.37 feet; thence North 80° 16' 58" West 61.04 feet; thence North 90° 00' 00" West 593.52 feet; thence North 00° 25' 24" West 169.70 feet; thence South 89° 26' 05" West 50.42 feet; thence South 00° 33' 55" East 19.35 feet; thence South 89° 26' 05" West 184.69 feet; thence North 00° 33' 55" West 2.03 feet; thence South 89° 26' 05" West 235.33 feet; thence South 00° 33' 55" East 11.08 feet; thence South 89° 26' 05" West 210.41 feet, to the east line of said subdivision; thence, along said line, North 00° 18' 41" West 430.74 feet, to the POINT OF BEGINNING; containing 15.14 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

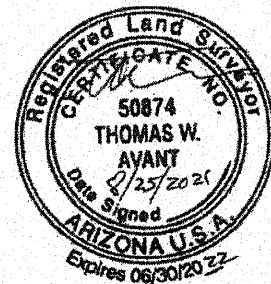
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741



Purchase Option 5

Phase 6

A Portion of Sections 5 and 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 1834.27 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160; thence North 89° 26' 05" East 858.52 feet; thence South 00° 33' 55" East 3.78 feet; thence North 90° 00' 00" East 470.51 feet; thence South 00° 52' 00" East 183.20 feet, to the POINT OF BEGINNING; thence North 89° 49' 50" East 277.71 feet; thence South 30° 54' 05" East 794.06 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701) and the beginning of a non-tangential curve; thence, along said right-of-way and the curve to the left, 314.86 feet, having a radius of 2964.79 feet, a central angle of 06° 05' 05" and whose long chord bears South 68° 30' 04" West 314.71 feet; thence South 64° 22' 48" West 151.39 feet; thence South 63° 58' 56" West 628.17 feet; thence, departing said right-of-way, North 25° 12' 33" West 131.14 feet; thence North 64° 47' 27" East 124.88 feet; thence North 25° 12' 33" West 97.70 feet; thence North 00° 33' 55" West 99.83 feet; thence North 90° 00' 00" East 305.53 feet; thence North 00° 52' 00" West 776.91 feet, to the POINT OF BEGINNING; containing 11.67 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

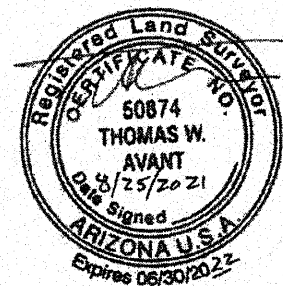
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741

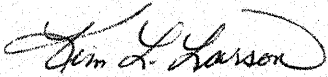


CERTIFICATION

State of Arizona)
County of Coconino)
City of Page)

October 21, 2021

I, Kim L. Larson, City Clerk of the City of Page, Arizona, do hereby certify that this is a true and correct copy of Ordinance No. 684-21 Adopted by the Mayor and City Council on September 22, 2021.



Kim L. Larson, MMC
City Clerk



ORDINANCE NO. 684-21

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE SALE BY NEGOTIATION OF REAL PROPERTY OWNED THE CITY OF PAGE; APPROVING THE "AGREEMENT FOR THE PURCHASE OF REAL ESTATE"; AND AUTHORIZING THE MAYOR TO EXECUTE LAND SALE DOCUMENTS.

WHEREAS, Section 32.036, Page City Code, provides that the City of Page may sell real property owned by the City of Page; and

WHEREAS, an authorized real estate appraiser has determined that the fair market value of the subject real property is \$23,000.00 per acre; and

WHEREAS, after appropriate publication of notice, Trout Land Development, LLC (hereinafter "Buyer") desires to purchase the real property described in the Agreement for Purchase of Real Estate in phases, subject to the terms and conditions of said Agreement, for the sum of \$23,000.00 per acre; and

WHEREAS, A.R.S. § 9-802 allows a City to adopt a public record by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1. The Agreement for the Purchase of Real Estate attached hereto as Exhibit 1 and incorporated herein by reference, is hereby declared a public record. A minimum of one paper copy and one electronic copy of Exhibit 1 shall be maintained in compliance with A.R.S. § 44-7041 in the office of the City Clerk and shall be available for public inspection during normal business hours.

Section 2. The following described real property shall be sold to Buyer subject to the terms and conditions set forth in the Agreement for the Purchase of Real Estate, providing in part:

Description of property:

See Exhibit A to the Agreement for the Purchase of Real Estate.

Sales Price:

The purchase price shall be \$23,000.00 per acre, plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and seller's legal publication costs.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE:

The terms and conditions of the "Agreement for the Purchase of Real Estate" which will be executed by the City of Page and Buyer, are hereby approved.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE:

That the Mayor is authorized to execute all necessary land sale documents.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 22nd day of September, 2021, by the following vote:

Ayes	<u>6</u>
Nays	<u>0</u>
Abstentions	<u>1</u>
Absent	<u>0</u>

CITY OF PAGE

By William R. Duda
Mayor

ATTEST:

Kim Larson
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

Exhibit 1

**AGREEMENT FOR THE PURCHASE
OF REAL ESTATE**

BY THIS AGREEMENT, the parties hereto declare, covenant and agree as follows:

1. Definitions.

The following terms are hereby defined for purposes of this Agreement and shall be given the stated meanings unless the context requires otherwise:

Seller: CITY OF PAGE
City Hall
P. O. Box 1180
Page, Arizona 86040
Telephone: (928) 645-8861

Buyer: TROUT LAND DEVELOPMENT LLC

Escrow Agent: PIONEER TITLE AGENCY, INC.
809 North Navajo
P. O. Box 508
Page, Arizona 86040
Telephone: (928) 645-0064

Date of this Agreement: The _____ day of _____, 2021.

Property: That certain real property located in the City of Page, Coconino County, Arizona, more particularly described as:

See Exhibit A.

Purchase Price: The Purchase Price for the Property shall be \$23,000.00 per acre, plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller's legal publication costs incurred herein.

Closing Date: The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council

without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing contained in Section 8. However, the Closing Date shall not extend beyond September 1, 2022, unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

2. Purchase and Sale of Property. Subject to and upon the terms, provisions and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest of Seller in and to the Property for the Purchase Price.

3. Purchase Price.

3.1 The Purchase Price shall be payable by Buyer in lawful currency of the United States.

3.2 Upon Buyer's execution hereof, Buyer shall deposit \$15,000.00 with Escrow Agent as earnest money hereunder. All earnest money deposited shall be credited at the Closing Date toward the Purchase Price.

3.3 On or before the Closing Date, Buyer shall tender to Seller one hundred percent (100%) of the purchase price.

3.4 The funds deposited pursuant to Paragraph 3.2, above, shall be invested by Escrow Agent with a federally insured commercial bank or savings institution in such savings accounts, certificates of deposit or similar investments as Buyer shall direct from time to time, provided that any and all such funds be available and disbursed when required by the terms of this Agreement. All earnings on such invested funds shall be paid to the party entitled hereunder to receive the principal of such funds, and, upon payment to Seller, shall be credited towards the Purchase Price.

4. Information/Delivery Items.

4.1 Title Report: Seller shall provide Buyer with a preliminary title report or commitment for title insurance no later than 15 days from execution of this Agreement.

4.2 Entry on Property: Buyer and its authorized representatives and agents have been provided access to the Property for the purpose of making such examinations, test investigations, surveys, inquiries or other inspections including, but not limited to, hydrological, topographical, traffic and engineering studies and reports, tests, borings and analysis of the soils and water (including subsurface conditions), investigation of the availability and quality of access, utilities, water and sewer to the Property, and to otherwise inspect the general condition of the Property as may be necessary to satisfy Buyer that the Property is suitable for Buyer's intended development. The cost of all such examinations or investigations is the responsibility of

Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury, or expense arising out of or related to claims of injury to persons or property, or claims of lien for work or labor performed, or materials or supplies furnished as a result of the exercise of Buyer's right of entry hereunder.

4.3 Licenses and Permits: Seller shall, within ten (10) days of the date of request, make available at Buyer's request true and correct copies of all presently existing licenses, permits, certificates of occupancy and other documents issued by any governmental or nongovernmental entity to the Seller necessary for the use of the Property for its present uses.

5. Contingencies.

5.1 Buyer's obligation to consummate the purchase of the Property and to close escrow is conditioned upon the acceptance or waiver (subject to the provisions set forth below) of the title report. Buyer must provide written notice to Seller within thirty (30) days of the release of the title report of any discrepancy or disapproval. Buyer shall permit Seller an additional forty-five (45) day period to cure Buyer's objections, whereupon Seller shall undertake in good faith and utilize its best efforts to take all action necessary to cure same. If Buyer's objections are not cured to Buyer's satisfaction prior to expiration of the period permitted by this paragraph, Buyer may either (a) cancel and terminate this Agreement or (b) waive any remaining objections and approve the condition of title to the Property as then existing. If Escrow Agent issues any amended preliminary reports or commitments for title insurance, Buyer shall have a period of twenty (20) days after receipt of the same to object to any matter not appearing in prior reports or commitments and shall have the same options as provided above with respect to objections to the original report. Seller shall use its best efforts to cure any objections Buyer has with respect to the condition of title.

5.2 It is acknowledged that the contingencies set forth in Paragraph 5.1 are for the exclusive benefit of Buyer, and Buyer may elect to waive any such contingency reserved for its benefit and proceed to consummate the transaction contemplated hereby, unless this Agreement has been terminated according to the terms hereof. Any such waiver shall be executed in writing and deposited with Escrow Agent or Seller.

5.3 If all of the contingencies set forth in paragraph 5.1 have not been satisfied or waived in writing within the period provided in paragraph 5.1, this Agreement may be terminated by Buyer, and the earnest money shall be returned to Buyer and the parties shall have no further obligation hereunder.

6. Obligations, Representations and Warranties.

6.1 Seller hereby agrees to diligently undertake the performance of all obligations of Seller contained in this paragraph and makes the representations and warranties set forth herein:

- (a) Seller will comply with all provisions of Paragraph 4, above;
- (b) Prior to the Closing Date, assuming all necessary governmental approvals have been obtained and all terms of this Agreement have been fulfilled, Seller shall deposit with Escrow Agent a Deed and related Affidavit of Real Property Value (if needed), duly executed by Seller in proper form for recording;
- (c) All risk of loss is Seller's until the Property is conveyed to Buyer in accordance herewith. In the event of material loss or damage to the Property, Buyer may cancel and terminate this Agreement and receive a refund of all earnest Money deposited;
- (d) No default or breach exists under any covenant, condition, restriction, right-of-way or easement affecting the Property, or any portion thereof, which is to be performed or complied with by the owner of the Property, and Seller has no knowledge of any fact or condition which would constitute such default or breach;
- (e) No actions, suits, proceedings or investigations are pending or, to the knowledge of Seller, threatened against or relating to the Property in any court or before any governmental department or agency, and Seller has no knowledge of any basis for any such action, suit, proceeding or investigation;
- (f) No person, firm, or other entity has any right or option to acquire the Property or any portion thereof or any interest therein, superior to the rights of Buyer herein, and Seller will take no action prior to the close of escrow hereunder which will adversely affect the rights of Buyer hereunder or adversely affect the ability of Seller to perform hereunder, provided, however, Seller and Buyer understand that the effectiveness of this Agreement may be determined by a referendum vote, provisions of the Page City Code pertaining to land sales, and subject to the provisions of Paragraph 8.4;
- (g) The Property will be conveyed and exclusive possession thereof delivered by Seller to Buyer at the close of escrow in the same condition it is in as of the date of Buyer's execution of this Agreement, natural wear and tear and Buyer's testing excepted;
- (h) There are not, and shall not be at closing, any leases or rental agreements affecting the Property, not previously disclosed in writing, or any rights of possession thereof;
- (i) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which, though not currently the subject of a lien, might give rise to mechanics', materialmens' or other liens against Seller's interest in the Property or any portion thereof or any improvements hereafter erected thereon;

(j) No hazardous wastes or substances have been knowingly dumped, deposited or buried on the Property by the Seller or any of its agents or employees after 1975;

(k) The representations of Seller contained herein are and will be true and correct as of the Closing Date, and Seller will have duly performed all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller in order to consummate the transaction contemplated hereby on or before the Closing Date. Seller covenants that it will advise Buyer, in writing, on or before the Closing Date, of any change in any representation or warranty set forth in this paragraph. In the event of any material or substantive change in the representations or warranties prior to the close of escrow, Buyer, in addition to all other rights and remedies, shall be entitled to terminate this Agreement and receive a refund of all earnest money deposits pursuant hereto.

6.2 Buyer hereby represents and warrants that Buyer will have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Buyer including, without limitation, payment of all funds required to be paid by Buyer on or before the Closing Date, and will execute and deliver all documents required to be executed and delivered by Buyer in order to consummate the transaction contemplated hereby on or before the Closing Date.

6.3 Buyer acknowledges and agrees that Buyer is purchasing the Property in "As-Is" condition without expressed or implied warranties of any kind, and that Buyer is relying wholly on Buyer's own judgment with respect to the suitability and condition of the Property.

7. Conditions of Sale.

7.1 Seller makes no representation or warranty with respect to access to and from adjoining streets.

7.2 Buyer acknowledges that all required on and off-site improvements to the property shall be made by the Buyer and at Buyer's sole expense including, but not limited to, the costs of extending infrastructure (e.g., roadway, water, sewer, electric, telephone, and cable).

7.3 Buyer acknowledges that it is familiar with and understands that the purchased property is subject to use and development restrictions imposed by the City of Page General Plan, the General Development and Subdivision Regulations, City of Page Zoning Ordinance, the Gateway Area Specific Development Plan, City of Page adopted building codes, and other applicable state and federal laws.

7.4 Buyer agrees that it shall offer for sale a minimum of 10% of the lots developed on the Property, or under any options to purchase exercised hereunder, to purchasers that may construct a residence using a builder not affiliated with Buyer.

8. Conditions to Closing.

8.1 Buyer's purchase of the Property and closing of the transaction contemplated hereby is conditioned upon and subject to:

- (a) Satisfaction or waiver of all contingencies set forth in Paragraph 5.1.
- (b) Performance of all obligations of Seller set forth in Paragraph 6.1.
- (c) Issuance by Pioneer Title or the licensed insurer for which it is agent to or for the benefit of Buyer of an owner's title insurance policy showing fee simple title to the Property in Buyer subject only to those printed exceptions customarily contained in such policies and those encumbrances, restrictions, reservations, exceptions, stipulations, conditions and requirements approved by Buyer pursuant to Paragraph 5.1.
- (d) Buyer, at Buyer's sole expense, shall apply for and obtain all necessary approvals for the residential housing development. City shall have taken final action to approve all of the entitlements required for Buyer's subdivision and construction of residential housing subject only to terms and conditions reasonably satisfactory to Buyer. All of the entitlements shall have become final and non-appealable, and all of the entitlements shall remain in full force and effect as of the closing in accordance with their respective terms.

The foregoing conditions are solely for the benefit of Buyer. At any time or times on or before the date for the satisfaction or waiver of each condition, at Buyer's election in its sole and absolute discretion, Buyer may waive any of the foregoing conditions by written notice to Seller. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Buyer are neither fulfilled nor waived in writing by Buyer within the time provided in this Agreement, Buyer, at its election in its sole and absolute discretion, by written notice to Seller, may terminate this Agreement, receive Buyer's earnest money less Seller's publication costs, and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement.

8.2 Seller's obligation to sell the Property shall be conditioned expressly upon the fulfillment to Seller's satisfaction (as determined by Seller in its sole and absolute discretion) of each of the following conditions precedent within the time periods specified in this Agreement:

- (a) Performance of all obligations of the Buyer set forth in Paragraph 6.2.

(b) Satisfaction of any city ordinance pertaining to this transaction including, without limitation, an approval by the voters of the City of Page pursuant to any referendum vote required to approve this transaction.

(c) In accordance with all applicable regulations, Buyer shall submit and obtain an approved preliminary plat for the subdivision of the Property. All costs to obtain said approvals shall be borne by Buyer, however Buyer shall not be required to reimburse the City for any time spent by internal City staff or counsel other than as set forth in the City's fee schedule.

(d) Buyer shall have provided evidence reasonably satisfactory to Seller that Buyer has obtained financing commitments sufficient to accomplish the construction of the residential housing and related infrastructure and that such funds shall be, effective as of closing, committed for such purpose. In this regard, it is understood that Buyer will require Seller's approval of Seller's Closing Condition prior to Buyer's closing of its loan for construction of the improvements. Seller's approval of Buyer's evidence of financing shall not be unreasonably withheld or conditioned. Seller agrees to approve or disapprove Buyer's evidence of financing within twenty (20) days after Buyer's submittal of same. Any disapproval shall be in writing and shall state the reasons for disapproval and the required changes to obtain such approval. Upon receipt of a disapproval by Seller Buyer shall resubmit its evidence of financing and Seller agrees to approve or disapprove Buyer's revised/amended submittal within fifteen (15) days after Buyer's submittal.

(e) Buyer shall have obtained sitewide grading and drainage permits, including for the construction of underground utilities, and any other permits required from a governmental agency having jurisdiction over the property which are required for the commencement of construction of the residential housing.

The foregoing conditions are solely for the benefit of Seller. At any time or times on or before the date for the satisfaction or waiver of each condition, at Seller's election in its sole and absolute discretion, Seller may waive any of the foregoing conditions by written notice to Buyer. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Seller are neither fulfilled nor waived in writing by Seller within the time provided in this Agreement, Seller, at its election in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement. In the event of termination pursuant to this Paragraph 8.2, the earnest money shall be returned to Buyer.

8.3 Each party shall exercise commercially reasonable diligence in an effort to satisfy the Closing Conditions as expeditiously as possible after the date of this Agreement. Each party shall cooperate with the other party in the other party's efforts with respect to the satisfaction of the conditions.

8.4 The parties acknowledge and agree that Seller has executed this Agreement in its proprietary capacity as owner of the Property, and that nothing in this Agreement binds or otherwise obligates the City of Page in the exercise of its regulatory authority. Specifically, and without limiting the foregoing, nothing in this Agreement obligates the Page Planning Commission or the Page City Council to approve any development plans, or obligates City staff as to their analyses, reports, recommendations or any other staff functions or duties relating to the proposed project.

9. Failure to Close/Earnest Money.

9.1 In the event Buyer terminates this Agreement as elsewhere expressly authorized, all earnest money deposited hereunder shall be returned in full to Buyer, less publication costs incurred by Seller, and this Agreement shall thereupon be deemed void and of no further force or effect.

9.2 In the event Seller refuses, fails, or is unable to satisfy its obligations hereunder, the sole remedy of Buyer is the return of earnest money deposited hereunder. This Agreement and the escrow established hereby shall be terminated. In such event any earnings gained on the earnest money deposit, as provided under Paragraph 3.4, shall be delivered to Buyer.

9.3 In the event all contingencies or conditions to closing reserved for Seller's benefit have been satisfied or waived and Seller has tendered complete performance on or before the Closing Date, and Buyer is not entitled to terminate this Agreement, but Buyer nevertheless refuses or fails to close the transaction contemplated hereby in accordance with the terms of this Agreement, then Seller shall make a written demand of Buyer to perform and close this Agreement. If Buyer does not do so within five (5) days after receipt of such demand, this Agreement shall be deemed breached, and Seller's sole remedy shall be to terminate this Agreement whereby all of the earnest money deposited hereunder shall be paid to Seller.

10. Closing Date.

Buyer and Seller shall pay all monies, execute and deposit all documents, and complete all other obligations required hereunder in order to consummate the purchase and sale of the Property on or before the Closing Date. On, or as soon as practical following the Closing Date, Escrow Agent shall record all necessary documents and otherwise accomplish the provisions hereof so as to close the transaction contemplated hereby (herein sometimes referred to alternatively as the "closing" or "close of escrow").

11. Taxes, Assessments, Prorations.

11.1 All real estate taxes, interest, utilities, rents, and/or insurance premiums, if any, relating to the Property shall be prorated as of the date of closing. All assessments, if any, shall be paid in full by Seller at the Closing Date. Real estate

taxes shall be calculated on the basis of the latest figures prepared by the governmental authority responsible for assessing the Property based on the most recent tax rate as then determined. If the taxes for the current year are later determined to be different than those upon which proration was based, Seller and Buyer shall adjust the difference outside of escrow based upon the actual figures. All monthly prorating shall be made on the basis of a thirty (30) day month.

11.2 All appraisal costs, survey fees, escrow fees, and recording fees shall be paid by Buyer. Buyer shall pay all fees and premiums with respect to issuance of preliminary title reports, title insurance commitments and the owner's title insurance policy to be issued to Buyer, all as provided herein.

12. Nomination.

Buyer may only assign its rights under the Purchase Agreement with the prior written consent of the Seller, which consent will not be unreasonably withheld.

13. Escrow Instructions.

13.1 Buyer and Seller hereby employ Escrow Agent to act as their escrow agent in connection with the purchase and sale agreed to herein on the terms set forth herein.

13.2 Seller and Buyer will each pay Escrow Agent upon demand all reasonable and customary charges payable by them respectively as provided herein, if any.

13.3 In the event of a breach of this Agreement or non-compliance with the terms herein, Buyer and Seller authorize Escrow Agent to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead said parties by an action brought in any such court.

13.4 Seller and Buyer will indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom and will pay the same upon demand; provided, however, that this paragraph shall not apply with respect to such matters resulting from Escrow Agent's negligence, omission, error, or intentional wrong-doing.

13.5 Seller and Buyer direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check of Escrow Agent.

13.6 Seller and Buyer agree that the employment of Escrow Agent shall not affect any rights of subrogation under the terms of any title insurance policy issued pursuant to the provisions hereof.

13.7 If disbursement is made to other than the parties hereto by reason of death, insolvency, bankruptcy, dissolution of Seller or by reason of any legal proceedings, Escrow Agent shall be paid such reasonable fees as Escrow Agent shall establish.

13.9 The word "charges" as used herein refers to all charges and advances made and obligations incurred by Escrow Agent in connection herewith and all charges of Escrow Agent in connection with the issuance of its title insurance policy.

13.10 The day provided herein within which compliance with any requirement must be met shall end at the close of the then regularly-established public business hours of Escrow Agent for such day.

14. Miscellaneous.

14.1 Any notice to be given by Buyer or Seller shall be given in writing and delivered in person to Buyer or Seller, or forwarded by certified or registered mail, postage prepaid, at the address indicated in Paragraph 1 hereof, unless the party giving any such notice has been notified, in writing, of a change of address. Any such notice shall be effective three (3) days after postmark, if mailed, or upon receipt, if delivered.

14.2 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto, nor shall this Agreement create or confer any benefit with rights or provide to third parties any claim or right of action under this Agreement.

14.3 In the event any party hereto shall employ legal counsel to bring an action at law or other proceeding against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees and costs incurred by the other party, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees and costs shall be included in the judgment.

14.4 If any term or provision of this Agreement is determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.

14.5 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

14.6 The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

14.7 If a date provided herein within which any requirement must be met shall fall on a Saturday, Sunday or date on which Escrow Agent, state, county or governmental offices are closed, or date on which the banks in Arizona are generally closed, then the date of compliance shall be extended through the next date when none of the above is applicable.

14.8 For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument.

14.9 The date of this Agreement shall be the date a fully executed copy hereof is deposited with Escrow Agent, which date Escrow Agent shall insert on the first page hereof.

14.10 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona with venue in Coconino County.

15. Option to Purchase.

Subject to the conditions outlined herein, Seller hereby grants to Buyer the option to purchase five additional parcels adjacent to the Property, more particularly described as Phases 2-6 in Exhibit B, attached hereto and incorporated herein by reference, subject to the terms and conditions hereinafter set forth.

Purchase Option 1

Purchase Option 1 granted herein shall become effective as of the closing of escrow on the Property described in Exhibit A, and Buyer shall have the right to exercise said option hereunder by delivering written notice to Seller within twenty-four (24) months of said closing. The right to exercise said Option shall be conditioned upon: 1. The completion and dedication of the public infrastructure (e.g. roads, utilities, curb/gutter/sidewalk, streetlights, etc.) on the Property in accordance with all applicable regulations and specifications, and as approved by Seller and to the satisfaction of Seller; and 2. The issuance of building permits for 50% of lots developed on the Property. In the event that Buyer fails to complete the development of residential housing lots and associated infrastructure to the satisfaction of the Seller, along with obtaining building permits for 50% of lots developed on the Property, all options to purchase set forth herein shall be terminated at Seller's election and the Seller shall not be obligated to sell any additional property to Buyer other than the Property described in Exhibit A.

Buyer's notice to exercise Purchase Option 1 shall be accompanied by a minimum of 5% earnest money. The purchase price for the Option parcel 1 will be based upon the per acre appraised value as set forth in the June 9, 2021, appraisal performed by Huck Appraisal Office. However, the per acre appraised value shall be escalated annually each July 1 subsequent to closing until the option to purchase is exercised based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index- All Urban Consumers, West Region for All Items ("CPI"). If, on a relevant date, the CPI does not exist in the above format, the City will substitute any official index published by the Bureau of Labor Statistics, any successor agency, or similar governmental agency, which is then in existence and which is then most nearly comparable to the CPI.

Purchase Options 2-5

Purchase Options 2-5 shall be subject to the same terms and conditions as Purchase Option 1, except that the twenty-four month option period shall begin upon the closing of the prior option parcel purchase. In addition, the right to exercise Options 2-5 shall be conditioned upon: 1. Completion and dedication of the public infrastructure for the prior exercised option parcel in accordance with all applicable regulations and specifications, and as approved by Seller and to the satisfaction of Seller; and 2. The issuance of building permits for 50% of the prior exercised option parcel lots.

In the event that Buyer fails to complete the development of residential housing lots and associated infrastructure to the satisfaction of the Seller on any option parcel, along with obtaining building permits for 50% of lots developed on the prior exercised option parcel, all options to purchase set forth herein shall be terminated at Seller's election and the Seller shall not be obligated to sell any additional property to Buyer.

Other Purchase Option Terms

The options to purchase may be exercised in a non-chronological order conditioned upon: 1. The Seller's agreement; and 2. That any exercised option must be contiguous to a parcel already developed by Buyer.

All purchase options shall be subject to all City Code requirements at the time of its exercise, including applicable zoning, development, publication, and sale procedure regulations. The purchase options shall be subject to the same terms and conditions of this Agreement, including contingencies and conditions to closing relating to the development of residential housing, except that Seller may at its discretion agree to a different land use and/or project to be constructed upon the option parcel or may agree to other changes at its sole discretion. Upon exercise of an option, the parties will enter into a purchase agreement for the option parcel which must be approved by the City Council via ordinance.

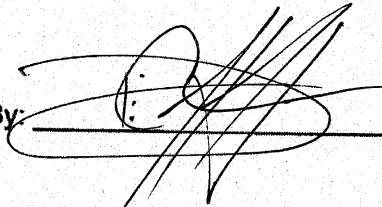
16. Conflict of Interest.

The City may, within three years after the execution of this agreement, cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is or was, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. See, A.R.S. §38-501 et seq., pertaining to Conflict of Interest of Officers and Employees.

SELLER:
CITY OF PAGE
P. O. Box 1180
Page, Arizona 86040
(928) 645-8861

BUYER:
TROUT LAND DEVELOPMENT LLC

By: _____
Mayor

By: _____


ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS DEALING WITH THE ESCROW AGENT.

Pioneer Title Agency, Inc.

BY: _____

Exhibit A

Phase 1

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2752.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number 3554811 and the POINT OF BEGINNING; thence North 90° 00' 00" East 282.40 feet; thence South 00° 45' 29" East 450.64 feet; thence South 24° 58' 13" East 131.58 feet; thence North 64° 47' 27" East 40.56 feet; thence South 25° 12' 33" East 140.22 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South 63° 58' 56" West 961.63 feet; thence, departing said right-of-way, North 25° 12' 33" West 153.79 feet; thence North 32° 15' 32" West 50.38 feet; thence North 25° 12' 33" West 110.63 feet; thence North 00° 17' 38" West 229.75 feet, to the south line of said Gemella Cerchio Subdivision; thence, along said line, North 89° 43' 39" East 567.49 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North 00° 17' 17" West 587.00 feet, to the POINT OF BEGINNING; containing 11.11 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

Prepared by:
Tom Avant, PE, PLS
Iron Rock Group
460 East 300 South, Suite 1
Kanab UT 84741

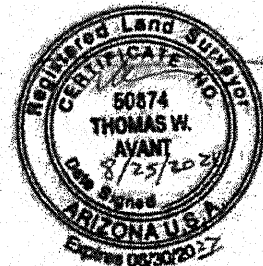


Exhibit B

Purchase Option 1

Phase 2

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South $\frac{1}{4}$ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South $00^{\circ} 18' 41''$ East, 3339.40 feet, southeast corner of Gemella Cerchio Subdivision, as recorded on instrument number 3554811; thence, along the south line of said subdivision, South $89^{\circ} 43' 39''$ West 567.49 feet, to the POINT OF BEGINNING; thence South $00^{\circ} 17' 38''$ East 229.75 feet; thence South $25^{\circ} 12' 33''$ East 110.63 feet; thence South $32^{\circ} 15' 32''$ East 50.38 feet; thence South $25^{\circ} 12' 33''$ East 153.79 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South $63^{\circ} 58' 56''$ West 683.96 feet; thence, departing said right-of-way, North $37^{\circ} 15' 31''$ West 590.26 feet, to the southwest corner of Mountain View Subdivision, as recorded on Instrument number 3451384; thence, along the south line of said subdivision, North $89^{\circ} 44' 00''$ East 598.98 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North $00^{\circ} 11' 47''$ West 337.91 feet, to the southwest corner of said Gemella Cerchio Subdivision; thence, along the south line of said subdivision, North $89^{\circ} 43' 39''$ East 233.50 feet, to the POINT OF BEGINNING; containing 8.20 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

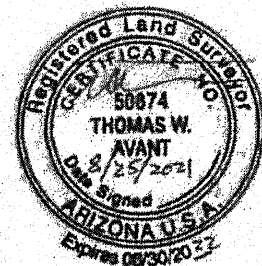
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741



Purchase Option 2

Phase 3

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2752.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number 3554811; thence North 90° 00' 00" East 282.40 feet, to POINT OF BEGINNING; thence North 90° 00' 00" East 330.00 feet, to the beginning of a curve; thence, along the curve to the left, 31.61 feet, having a radius of 20.00 feet, a central angle of 90° 33' 55" and whose long chord bears North 44° 43' 03" East 28.42 feet; thence North 00° 33' 24" West 82.61 feet; thence North 90° 00' 00" East 389.45 feet; thence South 00° 35' 09" East 100.01 feet; thence South 53° 08' 41" East 13.69 feet; thence South 00° 00' 00" West 31.79 feet; thence South 00° 33' 55" East 99.83 feet; thence South 25° 12' 33" East 97.70 feet; thence South 64° 47' 27" West 124.88 feet; thence South 25° 12' 33" East 131.14 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701); thence, along said right-of-way, South 63° 58' 56" West 643.37 feet; thence, departing said right-of-way, North 25° 12' 33" West 140.22 feet; thence South 64° 47' 27" West 40.56 feet; thence North 24° 58' 13" West 131.58 feet; thence North 00° 45' 29" West 450.64 feet, to the POINT OF BEGINNING; containing 10.11 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

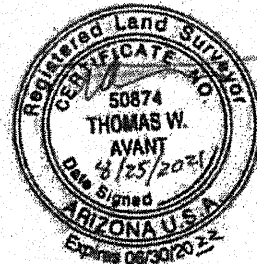
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741



Purchase Option 3

Phase 4

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 2265.01 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160 and the POINT OF BEGINNING; thence North 89° 26' 05" East 210.41 feet; thence North 00° 33' 55" West 11.08 feet; thence North 89° 26' 05" East 235.33 feet; thence South 00° 33' 55" East 2.03 feet; thence North 89° 26' 05" East 184.69 feet; thence North 00° 33' 55" West 19.35 feet; thence North 89° 26' 05" East 50.42 feet; thence South 00° 25' 24" East 169.70 feet; thence North 90° 00' 00" East 593.52 feet; thence South 80° 16' 58" East 61.04 feet; thence South 00° 52' 00" East 379.74 feet; thence North 90° 00' 00" West 305.53 feet; thence North 00° 00' 00" East 31.79 feet; thence North 53° 08' 41" West 13.69 feet; thence North 00° 35' 09" West 100.01 feet; thence North 90° 00' 00" West 389.45 feet; thence South 00° 33' 24" East 82.61 feet, to the beginning of a curve; thence, along the curve to the right, 31.61 feet, having a radius of 20.00 feet, a central angle of 90° 33' 55" and whose long chord bears South 44° 43' 03" West 28.42 feet; thence North 90° 00' 00" West 612.40 feet, to the northeasterly right-of-way corner of Mustang Road of Gemella Cerchio Subdivision, as recorded on Instrument number; thence, along the east lines of said Gemella Cerchio and Ranchette Estates Unit 1 subdivisions, North 00° 18' 41" West 487.39 feet, to the POINT OF BEGINNING; containing 12.44 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

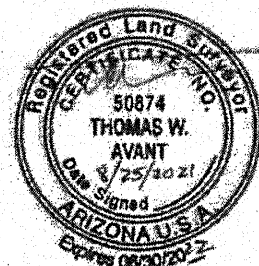
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741



Purchase Option 4

Phase 5

A Portion of Section 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South $\frac{1}{4}$ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South $00^{\circ} 18' 41''$ East, 1834.27 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160 and the POINT OF BEGINNING; thence North $89^{\circ} 26' 05''$ East 858.52 feet; thence South $00^{\circ} 33' 55''$ East 3.78 feet; thence North $90^{\circ} 00' 00''$ East 470.51 feet; thence South $00^{\circ} 52' 00''$ East 580.37 feet; thence North $80^{\circ} 16' 58''$ West 61.04 feet; thence North $90^{\circ} 00' 00''$ West 593.52 feet; thence North $00^{\circ} 25' 24''$ West 169.70 feet; thence South $89^{\circ} 26' 05''$ West 50.42 feet; thence South $00^{\circ} 33' 55''$ East 19.35 feet; thence South $89^{\circ} 26' 05''$ West 184.69 feet; thence North $00^{\circ} 33' 55''$ West 2.03 feet; thence South $89^{\circ} 26' 05''$ West 235.33 feet; thence South $00^{\circ} 33' 55''$ East 11.08 feet; thence South $89^{\circ} 26' 05''$ West 210.41 feet, to the east line of said subdivision; thence, along said line, North $00^{\circ} 18' 41''$ West 430.74 feet, to the POINT OF BEGINNING; containing 15.14 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

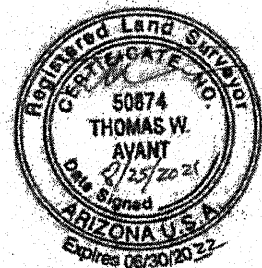
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741



Purchase Option 5

Phase 6

A Portion of Sections 5 and 6 of Township 40 North, Range 9 East, Gila and Salt River Base and Meridian, more particularly described as:

Commencing at the South ¼ Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East, 1834.27 feet, to a point on the east subdivision line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160; thence North 89° 26' 05" East 858.52 feet; thence South 00° 33' 55" East 3.78 feet; thence North 90° 00' 00" East 470.51 feet; thence South 00° 52' 00" East 183.20 feet, to the POINT OF BEGINNING; thence North 89° 49' 50" East 277.71 feet; thence South 30° 54' 05" East 794.06 feet, to the northerly right-of-way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 01R S559-701) and the beginning of a non-tangential curve; thence, along said right-of-way and the curve to the left, 314.86 feet, having a radius of 2964.79 feet, a central angle of 06° 05' 05" and whose long chord bears South 68° 30' 04" West 314.71 feet; thence South 64° 22' 48" West 151.39 feet; thence South 63° 58' 56" West 628.17 feet; thence, departing said right-of-way, North 25° 12' 33" West 131.14 feet; thence North 64° 47' 27" East 124.88 feet; thence North 25° 12' 33" West 97.70 feet; thence North 00° 33' 55" West 99.83 feet; thence North 90° 00' 00" East 305.53 feet; thence North 00° 52' 00" West 776.91 feet, to the POINT OF BEGINNING; containing 11.67 acres (more or less), as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

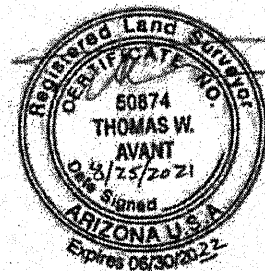
Prepared by:

Tom Avant, PE, PLS

Iron Rock Group

460 East 300 South, Suite 1

Kanab UT 84741





Lake Powell Chronicle
 PO Box 1716
 Page AZ 86040
 United States
 (928) 645-8888

Invoice
 #INV59422
 8/18/2021

Bill To

CITY OF PAGE
 ATTN: CITY CLERK
 PO Box 1180
 PAGE AZ 86040
 United States

Ship To

CITY OF PAGE
 ATTN: CITY CLERK
 PO Box 1180
 PAGE AZ 86040
 United States

TOTAL

\$427.66

Due Date: 9/17/2021

Terms

Net 30

Due Date

9/17/2021

Order #

Customer #

245

Customer PO#

Salesperson

LAKE POWELL
 HOUSE

Qty	Item	Discount	Rate	Amount
1	LE #5583 SALE OF PROP 8/18 8/25			\$427.66

Subtotal	\$427.66
Tax Total (%)	\$0.00
Total This Invoice	\$427.66
Total Account Balance	\$427.66

*Reimburse Seller
 at close of escrow*

OK TO PAY
 NAME
 DATE 9-20-2021



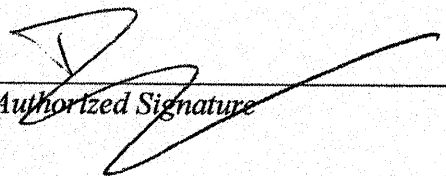
INV59422

Affidavit of Publication

Legal # 5583

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

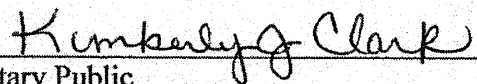
I, **Douglas Long**, being duly sworn, depose and say that I am **Editor** of the Lake Powell Chronicle, a weekly newspaper of general circulation and published every Wednesday, at Page, Coconino County, Arizona. The notice attached hereto is a true copy of said notice and was published in the regular and entire issue of every number of the paper during the period and times of publication, and that the same was published in the newspaper proper and not in a supplement thereto. Said notice was published for **two** consecutive issues, the first publication having been made on **August 18, 2021** and the last on **August 25, 2021**



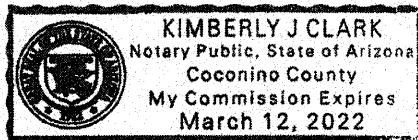
Authorized Signature

Subscribed and sworn to before me on,

DATE: August 25, 2021



Notary Public



NOTICE OF SALE OF CITY PROPERTY

Pursuant to the Page City Code of Ordinances § 32.036, notice is hereby given that the City of Page has received a request to purchase certain real property between Haul Road and Highway 98 described as:

A Portion of Sections 5 and 6 of Township 40 North Range 9 East, Gila and Salt River Base and

Merkl/on, more particularly described as:

Commencing at the South 1' Corner of Section 31, Township 41 North, Range 9 East, Gila and Salt River Base and Meridian; thence South 00° 18' 41" East 1888.02 feet, to the southwest corner of Parcel A of Page Corral Plat, as recorder In Case 4, Map 7 of the Coconino County

Recorder, Arizona and the POINT OF BEGINNING; thence, along the south line of said parcel, North 90° 40' 37" East, 1299.66 feet, to the southeast corner of said parcel; thence, along the east line of said parcel, North 00° 19' 09" West, 957.54 feet, to the southwest corner of Lot 2A,

Block 222, as recorded on the Record of Survey In Book 9, Page n; thence, along the south line

of said lot, North 88° 46' 17" East, 41.28 feet, to the westerly line of 60' Roadway and Utility Easement of Doland Sports Complex, as recorded In Case 46 Map 140 and the beginning of a non-tangential curve; thence, along said line and the curve to the left, 70.17 feet having a

radius of 530.00 feet, a central angle of 01° 35' 08" and whose long chord bears South 26° 30'

5611 East, 70.12 feet; thence, South 30° 38' 05" East, 1888.57 feet, to the northerly right of way of State Route 98 (as shown on ADOT right of way plan of the U.S. 160 Page Streets, Phase 1, 98 CN 295 H3595 OIR S559-701) and the beginning of a non-tangent curve; thence, along said right-of-way and the curve to the left, 639.01 feet, having a radius of 2964.79 feet, a central angle of 11° 20' 15" and whose long chord bears South 71° 38' 00" West, 637.1 feet; thence

South 64° 22' 43" West, 151.39 feet; thence South 63° 58' 56" West, 2917.12 feet; thence, departing said right-of-way, North 31° 15' 31" West, 590.26 feet, to the southwest corner of Mountain View Subdivision, as recorded on Instrument number 3451384; thence, along the

south line of said subdivision, North 89° 44' 00" East 598.98 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North 00° 11' 47" West, 337.91 feet, to the southwest corner of Gemella Cerchio Subdivision, as recorded on Instrument

number 3554811; thence, along the south line of said subdivision, North 39° 43' 39" East,

800.99 feet, to the southeast corner of said subdivision; thence, along the east line of said subdivision, North 00° 11' 17" West, 587.00 feet, to the north right-of-way of Mustang Road; thence, continuing along said line and the east line of Ranchette Estates Unit 1, as recorded in Case 3, Map 160, North 00° 18' 41" West, 864.38 feet, to the POINT OF BEGINNING; containing

81.19 acres (more or less),

The proposed purchaser is EcoLock Homes or assigns. The purchase price for the property shall be \$23,000 per acre (approx. \$1,867,370.00) plus costs and other terms as negotiated in the purchase contract. Any other interested purchaser may, before September 1, 2021, at 4:00 p.m., present a proposed purchase agreement which shall include earnest money in a minimum amount of 10% of the sales price. Such a proposal shall have the effect of abating the published sale until further negotiations have been completed. Council may negotiate the sale in the best interest of the city.

To be published in the Lake Powell Chronicle on Aug. 18 and Aug. 25, 2021

Legal No. 5583



October 25, 2021

Pioneer Title

Re: Trout Land Development LLC – Buyer
City of Page – Seller

Please see attached an Agreement for the Purchase of Real Estate to open escrow. The first phase is described on Exhibit A, Phase 1, 11.11 acres for a purchase price of \$23,000.00 per acre for a total purchase price of \$255,530.00.

Please contact Colt Henderson at colt@ecolockhomes.com 435-689-1717 or Jacob Cluff at jacob@ecolockhomes.com to come in and sign the Agreement for the Purchase of Real Estate and deposit the earnest money deposit in the amount of \$15,000.00.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Kim Larson".

Kim Larson
City Clerk
klarson@pageaz.gov
928-645-4221

10-25-2021
Please e-mail the
Signed signature page
when signed and let me
know when you receive the
earnest money deposit.

Thank-you
Kim