

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF  
SANTAQUIN CITY**

**RESOLUTION 09-01-2023-CDA  
APPROVAL OF THE PROPOSED ASSIGNMENT OF A  
REAL PROPERTY PURCHASE AGREEMENT**

**WHEREAS**, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

**WHEREAS**, on January 23, 2023, the Agency approved Resolution 01-03-2023-CDA, authorizing a Real Property Purchase Agreement for the sale of approximately 3.53 acres of real property to Greenhalgh Construction, Inc., which sale has not yet been completed; and

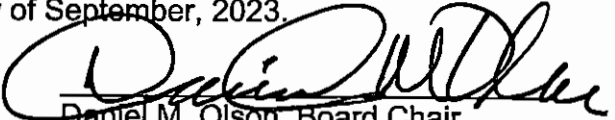
**WHEREAS**, Greenhalgh Construction, Inc. now desires to assign said Real Property Purchase Agreement to Greenhalgh Construction Holdings, LLC; and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the proposed assignment of the previously approved Real Property Purchase Agreement, to Greenhalgh Construction Holdings, LLC.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:**

- SECTION 1:** The attached ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT is approved.
- SECTION 2:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve the ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT.
- SECTION 3:** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED THIS 5<sup>th</sup> day of September, 2023.**

  
Daniel M. Olson, Board Chair

## **ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT**

This Assignment and Assumption of Purchase and Sale Agreement is made and entered into as of August \_\_, 2023, by and between Greenhalgh Construction, Inc., a Utah corporation (“Assignor”), and Greenhalgh Construction Holdings, LLC, a Utah limited liability company (“Assignee”).

A. Assignor and Community Development and Renewal Agency of Santaquin City, a political subdivision of the state of Utah (“Seller”), entered into that certain Purchase and Sale Agreement dated as of January 5, 2023 (the “Purchase Agreement”), regarding the purchase and sale of approximately 3.53 acres of real property located within the City of Santaquin, Utah (the “Property”), more particularly described in the Purchase Agreement.

B. Assignee is under common control of Assignor.

C. Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee wishes to accept such assignment and assume Assignor’s obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Pursuant to Section 24 of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, interests, duties, liabilities, and obligations, including, without limitation, any rights, obligations, and agreements pertaining to construction, service, and maintenance of the pipeline or other installations contemplated by the Purchase Agreement, and Seller hereby consents to such Assignment.

2. Assumption. Assignee assumes all of Assignor’s right, title, and interest in and to the Purchase Agreement and with respect to the Property and the Deposit or earnest money, including Assignor’s duties, obligations, and liabilities under the Purchase Agreement.

3. Indemnification. As consideration for Seller’s agreement to this Assignment and Assumption of Purchase and Sale Agreement, Greenhalgh Construction, Inc. and Greenhalgh Construction Holdings, LLC agree to be jointly and severally liable and shall indemnify Seller for any and all claims, damages, and expenses arising from the infrastructure improvements that have been or will be constructed by or through Greenhalgh Construction, Inc. pursuant to the existing agreement between Assignor and Seller, including but not limited to all liens, claims for infrastructure repairs during warranty periods, etc.

4. Miscellaneous. This Assignment may be executed in counterparts. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah without reference to its choice-of-law provisions.

*[Signatures on following page.]*

Attest:

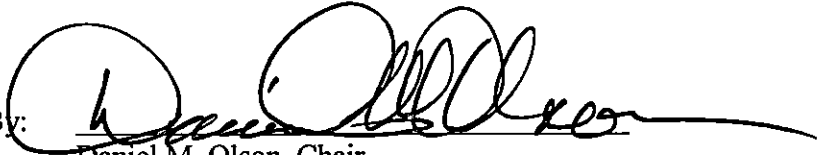
  
\_\_\_\_\_  
Amalie R. Ottley, Secretary

Board Member Art Adcock  
Board Member Elizabeth Montoya  
Board Member Lynn Mecham  
Board Member Jeff Siddoway  
Board Member David Hathaway

Voted YES  
Voted YES  
Voted ABSENT  
Voted YES  
Voted YES

Seller hereby consents to this Assignment and Assumption of Purchase and Sale Agreement.

**Community Development and Renewal Agency of  
Santaquin City**, a political subdivision of the state  
of Utah

By:   
Daniel M. Olson, Chair

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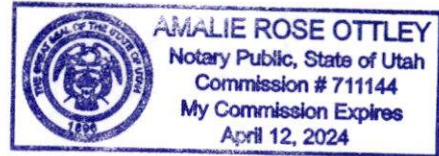
State of Utah)

County of <sup>§</sup> Utah )

Subscribed and sworn to before me on this 5th of September, in the year 2023, by  
date month year

Daniel M. Olson  
name of document signer

Witness my hand and official seal.



Amalie Rose Ottley  
(notary signature)

(seal)

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is made and entered into as of the date first set forth above.

**ASSIGNOR:**

**Greenhalgh Construction, Inc.**, a Utah corporation

By: Kirk Greenhalgh  
Kirk Greenhalgh, its President

**ASSIGNEE:**

**Greenhalgh Construction Holdings, LLC**, a Utah limited liability company

By: Kirk Greenhalgh  
Kirk Greenhalgh, its Manager

*[Seller consent on following page.]*

# Jurat


State of Utah)

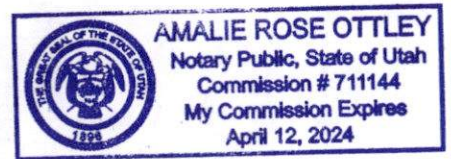
County of <sup>s</sup> Utah )

Subscribed and sworn to before me on this 13th of September in the year 2023, by  
date month year

Kirk Greenhalgh  
name of document signer

Witness my hand and official seal.

  
(notary signature)



(seal)