NOTICE OF PUBLIC MEETING

PLANNING COMMISSION

NOTICE OF PUBLIC MEETING

PLANNING COMMISSION

November 12, 2026 @ 5:30 pm

Public Notice is hereby given that the Planning Commission will meet at 2603 Santa Clara Drive, Santa Clara, Utah on Thursday, November 12, 2026, commencing at 5:30 pm.

1 Call to Order

2 Opening Ceremony

2.A Pledge of Allegiance: Kristen Walton

3 Conflicts and Disclosures

4 Working Agenda

4.A Public Hearing

4.A.1 None.

4.B Public Meeting

4.B.1 None.

5 General Business

5.A Planning Commission Approval

5.A.1 Wall Sign Approval for Brody's Mexican Restaurant located at 967 Country Lane. Carter Smith, Star Sign, applicant.

Attachments:

staff report
sign diagrams

5.A.2 Temporary Use Extension for a Maintenance Facility at Black Desert Resort. Applicant, Koko Head.

Attachments:

staff report
letter
agreement

6 Discussion Items

7 Approval of Minutes

Approval of Meeting Minutes: October 29, 2026

Attachments:

PC Minutes 10-29-26

8 Directors Report

9 Adjournment

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the city at least 24 hours in advance of the meeting by calling (435) 673-6712.

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 2.A

Applicant: Not provided **Requested by:** Not provided

Subject: Pledge of Allegiance: Kristen Walton

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (0)

No attachments provided.

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 4.A.1

Applicant: Not provided **Requested by:** Not provided

Subject: None.

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (0)

No attachments provided.

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 4.B.1

Applicant: Not provided **Requested by:** Not provided

Subject: None.

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (0)

No attachments provided.

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 5.A

Applicant: Not provided **Requested by:** Not provided

Subject: Planning Commission Approval

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (0)

No attachments provided.

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 5.A.1

Applicant: Not provided **Requested by:** Jim McNulty

Subject: Wall Sign Approval for Brody's Mexican Restaurant located at 967 Country Lane. Carter Smith, Star Sign, applicant.

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (2)

1. staff report 222.44 KB
2. sign diagrams 6.37 MB

City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Wall Sign Approval
Summary and Recommendation

Public Body: Santa Clara Planning Commission
Meeting Date: November 12, 2026
Current Zone: Planned Development Commercial, PDC
Property Location: 967 Country Lane
Request: Approval of Wall Signs for Brody's Mexican Restaurant
Applicant Name: Carter Smith (Star Sign)
Staff Planner: Jim McNulty
City Staff Recommendation: Approve with conditions.
Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, Carter Smith (Star Sign), is requesting Wall Sign Approval for Brody's Mexican Restaurant located at 967 Country Lane. The Santa Clara City Sign Ordinance, Chapter 17.44, states that wall signs are allowed in the Planned Development Commercial PDC Zone subject to Planning Commission approval. This business will be in the Country Lane Commons building. This building is currently occupied by Orange Peel. Brody's Mexican Restaurant will occupy the remainder of the building.

Three (3) wall signs are proposed for the business. Chapter 17.44.090(C) of the city code indicates that wall signs may not exceed 10% of the total square footage of the wall on which it is placed. The applicant has provided wall calculations as required. The **north building elevation** would allow for a wall sign up to 124 square feet; **32 square feet** is proposed. The **east building elevation** would allow for a wall sign up to 113 square feet; **46 square feet** is proposed. Finally, the **west building elevation/entry area** would allow for a wall sign up to 34 square feet; **24 square feet** is proposed.

The proposed wall signs include an **aluminum backer flush mounted** to the building with restaurant branding and letters, and **white internally illuminated lighting.** The proposed wall signs meet the standards as per Chapter 17.44 of the city code.

Request: Wall Sign Approval

CITY STAFF RECOMMENDATION

City Staff recommend that the Planning Commission approve the proposed Wall Signs for Brody's Mexican Restaurant located at 967 Country Lane, subject to the following conditions:

1. That the north building elevation wall sign be allowed at 32 square feet with an aluminum backer flush mounted to the building with corporate branding and letters, and white internal illumination.
2. That the east building elevation wall sign be allowed at 46 square feet with an aluminum backer flush mounted to the building with corporate branding and letters, and white internal illumination.
3. That the west building elevation/entry area wall sign be allowed at 24 square feet with an aluminum backer flush mounted to the building with corporate branding and letters, and white internal illumination.
4. That a building permit be applied for and obtained prior to placement of the wall signs on the building.

BRODY'S TACOS - EXTERIOR SIGN PACKAGE

CLIENT - AL GARCIA

Presented by:

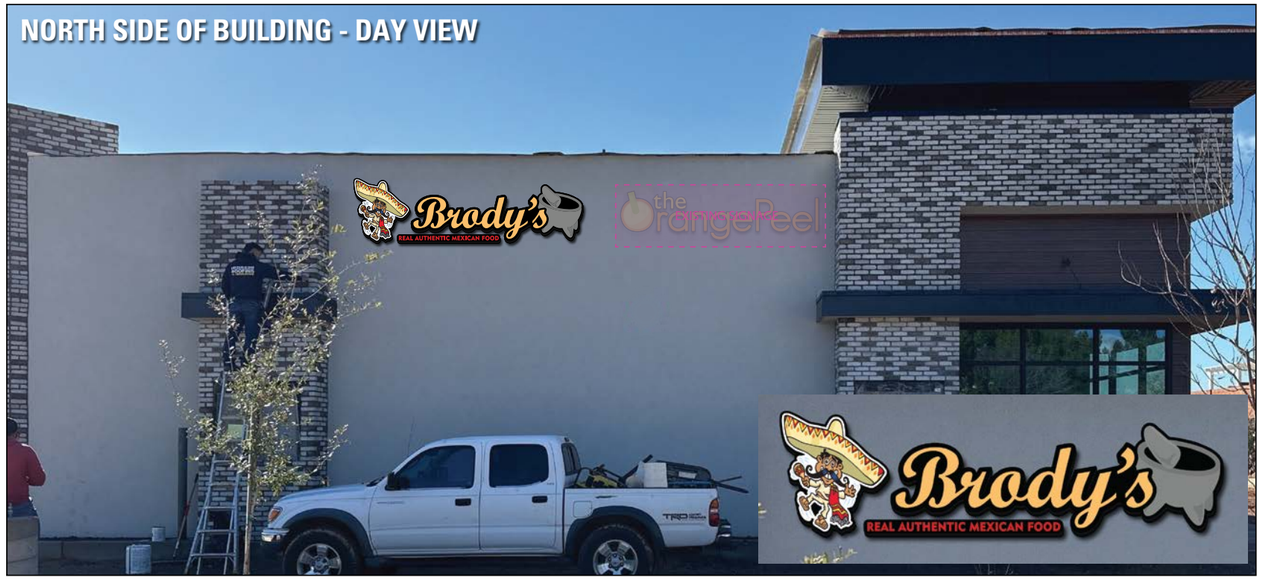
StarSign

Site Location:
967 N Country Lane
Santa Clara, UT 84765
(435) 463-8463

Version: 2

THIS PACKAGE DOES NOT CONSTITUTE PRODUCTION READY ARTWORK AND IS TO BE USED EXCLUSIVELY FOR REFERENCE ONLY. SOURCE FILES ARE AVAILABLE TO BE USED FOR PRODUCTION PURPOSES. ©2024-STAR SIGN

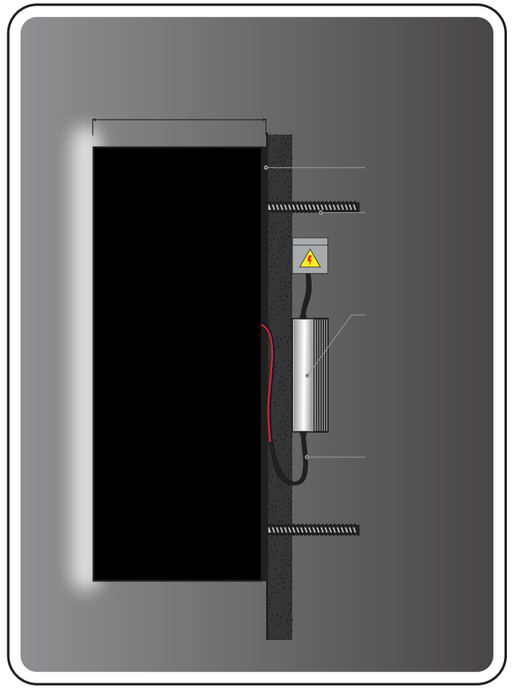
EXTERIOR SIGN PACKAGE / NORTH SIDE SIGNAGE



VISUAL RENDERING NORTH SIDE OF BUILDING - FABRICATED ALUMINIUM SIGN CAN (FRONT LIT w/LEDs) Scale 1:10



VISUAL RENDERING NORTH SIDE OF BUILDING - FABRICATED ALUMINIUM SIGN CAN (FRONT LIT w/LEDs) Scale 1:10





North Facing Wall : 1240 Sqft

North Facing Sign : 32 Sqft

Percentage of wall covered by signage: 2.5%

StarSign

1060 East Tabernacle
St. George, UT 84770
435.628.7806
www.starsignonline.com

© 2025 STAR SIGN.
All rights reserved.

CLIENT | BRODY'S TACOS

ORDER # | 39714

DESCRIPTION |
EXTERIOR SIGNAGE FOR NEW LOCATION

DIMENSIONS |
OVERALL: *127"W x 35.25"H*

MATERIALS |
FRONT LIT - FABRICATED ALUMINIUM SIGN CAN w/DIGITALLY PRINTED TRANSLUCENT VINYL FACE
STANDARD BLACK TRIMCAPS
FLUSH STUD MOUNTED

QUANTITIES |
x1 of Each as Shown

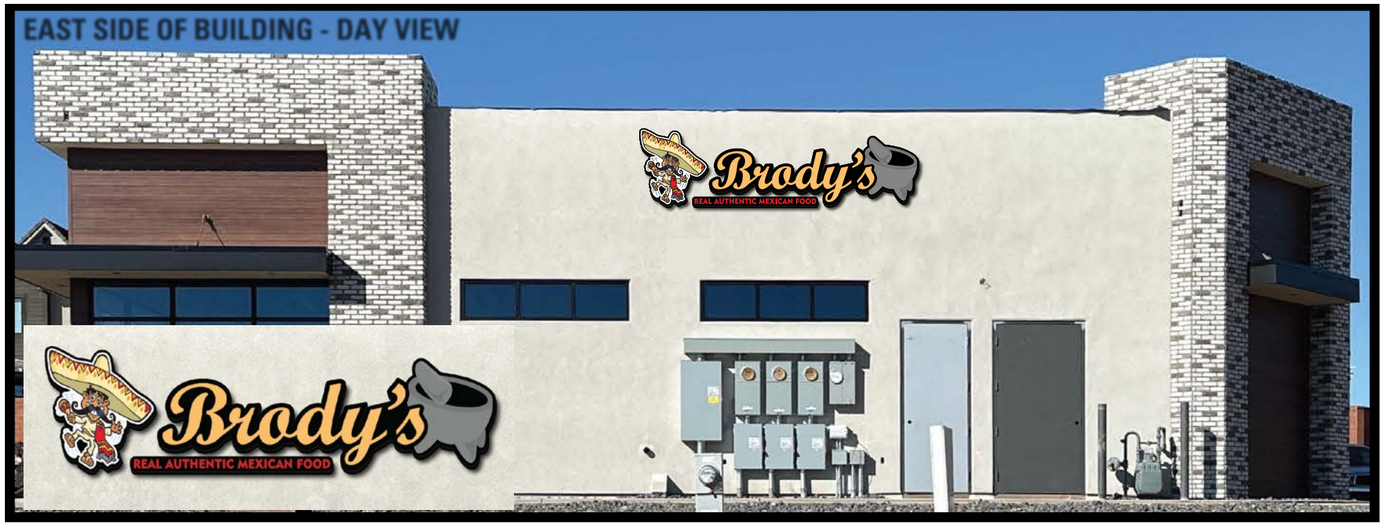
SALES REP | JAKE HARBER

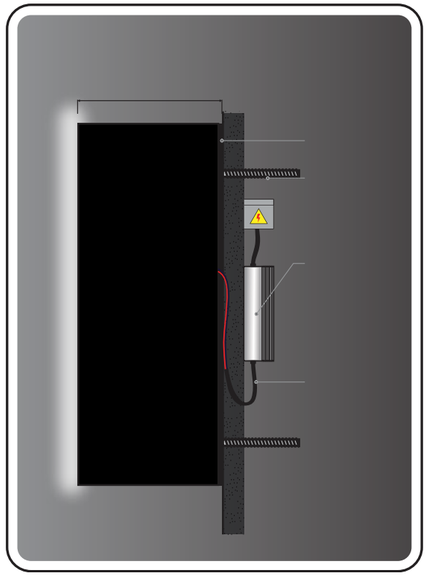
DESIGNER | AUSTIN GUARD

ADDITIONAL INFORMATION |
(IF APPLICABLE)

UNAUTHORIZED USE, REPRODUCTION AND/OR DISPLAY SHALL RENDER THE INFRINGER LIABLE FOR UP TO $150,000 IN STATUTORY DAMAGES, PLUS ATTORNEYS FEES AND COSTS FOR EACH INFRINGEMENT UNDER THE U.S. COPYRIGHT ACT (17 U.S.C. 412 & 504) COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALLOUTS FOR APPROVED COLOR SPECIFICATIONS

EXTERIOR SIGN PACKAGE / EAST SIDE SIGNAGE







VISUAL RENDERING EAST SIDE OF BUILDING - FABRICATED ALUMINIUM SIGN CAN (FRONT LIT w/LEDs) Scale 1:10



East Facing Wall : 1,133 Sqft

East Facing Sign : 46 Sqft

Percentage of wall covered by signage: 4%

StarSign

1060 East Tabernacle
St. George, UT 84770
435.628.7806
www.starsignonline.com

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CLIENT | BRODY'S TACOS

ORDER # | 39714

DESCRIPTION |
EXTERIOR SIGNAGE FOR NEW LOCATION

DIMENSIONS |
OVERALL: *155.75"W x 43.25"H*

MATERIALS |
FRONT LIT - FABRICATED ALUMINIUM SIGN CAN w/DIGITALLY PRINTED TRANSLUCENT VINYL FACE
STANDARD BLACK TRIMCAPS
FLUSH STUD MOUNTED

QUANTITIES |
x1 of Each as Shown

SALES REP | JAKE HARBER

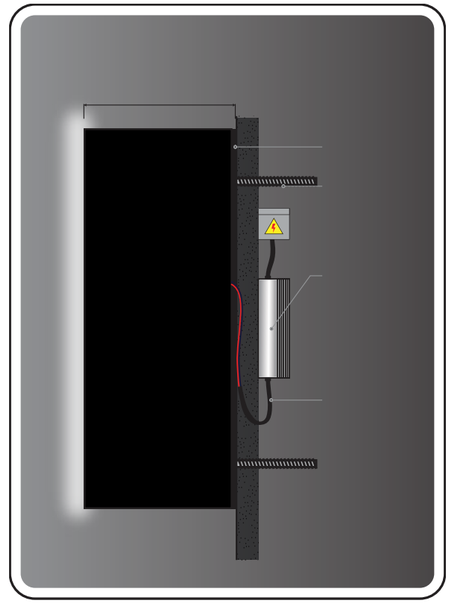
DESIGNER | AUSTIN GUARD

ADDITIONAL INFORMATION |
(IF APPLICABLE)

UNAUTHORIZED USE, REPRODUCTION AND/OR DISPLAY SHALL RENDER THE INFRINGER LIABLE FOR UP TO $150,000 IN STATUTORY DAMAGES, PLUS ATTORNEYS FEES AND COSTS FOR EACH INFRINGEMENT UNDER THE U.S. COPYRIGHT ACT (17 U.S.C. 412 & 504) COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALLOUTS FOR APPROVED COLOR SPECIFICATIONS

EXTERIOR SIGN PACKAGE / WEST SIDE SIGNAGE







VISUAL RENDERING WEST SIDE OF BUILDING - FABRICATED ALUMINIUM SIGN CAN (FRONT LIT w/LEDs) Scale 1:10



West Facing Wall : 342 Sqft

West Facing Sign : 24 Sqft

Percentage of wall covered by signage: 7%

StarSign

1060 East Tabernacle
St. George, UT 84770
435.628.7806
www.starsignonline.com

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CLIENT | BRODY'S TACOS

ORDER # | 39714

DESCRIPTION |
EXTERIOR SIGNAGE FOR NEW LOCATION

DIMENSIONS |
OVERALL: *112"W x 31"H*

MATERIALS |
FRONT LIT - FABRICATED ALUMINIUM SIGN CAN w/DIGITALLY PRINTED TRANSLUCENT VINYL FACE
STANDARD BLACK TRIMCAPS
FLUSH STUD MOUNTED

QUANTITIES |
x1 of Each as Shown

SALES REP | JAKE HARBER

DESIGNER | AUSTIN GUARD

ADDITIONAL INFORMATION |
(IF APPLICABLE)

UNAUTHORIZED USE, REPRODUCTION AND/OR DISPLAY SHALL RENDER THE INFRINGER LIABLE FOR UP TO $150,000 IN STATUTORY DAMAGES, PLUS ATTORNEYS FEES AND COSTS FOR EACH INFRINGEMENT UNDER THE U.S. COPYRIGHT ACT (17 U.S.C. 412 & 504) COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALLOUTS FOR APPROVED COLOR SPECIFICATIONS

NOTICE OF PUBLIC MEETING
PLANNING COMMISSION

PLANNING COMMISSION

Meeting Date: November 12, 2026 **Agenda Item:** 5.A.2

Applicant: Not provided **Requested by:** Jim McNulty

Subject: Temporary Use Extension for a Maintenance Facility at Black Desert Resort. Applicant, Koko Head.

Description

Not provided

Recommendation: Not provided

Cost: Not provided

Legal Approval: Not provided

Finance Approval: Not provided

Budget Approval: Not provided

Attachments (3)

1. staff report 222.75 KB
2. letter 224.33 KB
3. agreement 414.44 KB

City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@santaclarautah.gov

Staff Report

Temporary Use Extension
Summary and Recommendation

Public Body: Santa Clara Planning Commission
Meeting Date: November 12, 2026
Current Zone: Planned Development Residential, PDR
Property Location: Southeast corner of Red Mountain Drive and Black Desert Boulevard
Request: Temporary Use Approval (Black Desert Resort)
Applicant Name: Koko Head
Staff Planner: Jim McNulty
City Staff Recommendation: Approval with conditions
Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, **Koko Head, representing Black Desert Resort,** is requesting a Temporary Use Extension for the existing Maintenance Facility consisting of two (2) trailers and one (1) metal shed structure. The existing golf cart barn on Parcel 7/8 will be removed from the site by November 13, 2026. The original Temporary Use Approval was granted by the Planning Commission in 2022; however, the applicant did not proceed with a building permit to put the temporary facilities in place until May 2023. The current Temporary Use Agreement was approved on November 13, 2025 (attached).

Chapter 17.24.100, Temporary Buildings and Uses of city code includes the following:

> "A building nonconforming as to type or location may be approved by the Planning Commission for use as a temporary residence, sales office, or commercial or industrial building, during the construction of permanent facilities. ***Such temporary approval shall not be made for a period exceeding one (1) year. Extensions may be granted for cause, by the planning commission for additional six (6) month periods, up to a maximum of twelve (12) months, or two (2) such extensions. If the temporary use approval expires without permanent facilities being complete, the applicant must go to City Council for consideration of an extension for a maximum period of 1-year. The applicant must provide a schedule for project completion for City Council review and consideration."***

The applicant has been working with City staff to get a **permanent maintenance facility** approved allowing for work to proceed on the project. This item was reviewed by the Planning Commission on **October 8, 2026.** The Commission recommended approval to the City Council. The item was approved by the City Council on **October 14, 2026.** Currently, the applicant is working with City staff on final construction drawings and other items prior to construction.

CITY STAFF RECOMMENDATION

Request: Temporary Use Review

City staff recommend that the Planning Commission approve the proposed Temporary Use Extension allowing for a Maintenance Facility consisting of two (2) trailers and one (1) metal shed structure, subject to the following conditions:

1. That the Temporary Maintenance Facility be allowed on the subject property until May 12, 2027.
2. That the Temporary Maintenance Facility be removed from the subject property by May 12, 2027, or an extension be applied for prior to the expiration date.
3. That if an additional extension is requested, it be reviewed by the City Council.

BLACK DESERT

RESORT

1500 E. Black Desert Drive
Ivins, Utah 84738
Mobile: (904) 535-0642
Attn: koko.head@reefcp.com
www.blackdesertresort.com

October 23, 2026
Via email to jmcnulty@santaclarautah.gov

City of Santa Clara
Attn: Jim McNulty
Planning & Economic Development Manager
2603 Santa Clara Drive
Santa Clara, UT 84765

Re: *Request for Extension to Black Desert Temporary Maintenance Facility Agreement*

Dear Jim:

Please accept this letter as ENLAW, LLC and BD Resort Center, LLC's (collectively "Developer") request of the City of Santa Clara's Planning Commission for an extension of the current Temporary Maintenance Facility Agreement ("Agreement") covering its current maintenance facility located on the Southeast corner of Red Mountain Drive and S. Black Desert Blvd. and the existing cart barn located in the Southeast corner of parcel 7/8 along Red Mountain Drive. As you know, we have been operating these temporary maintenance facilities under the original Temporary Maintenance Facility Agreement dated June 8, 2022 as amended and the current Temporary Maintenance Facility Agreement with was approved on November 13, 2025. We believe that the hard work our Black Desert Resort team has put in working with City Staff of for the past 12 months to get the permanent maintenance facility right to comply with City codes and be aesthetically pleasing to the community, along with construction of a new public road (i.e., Greenskeeper Way) at our expense demonstrates the good cause required by the new City Ordinance #2025-17 amending Section 17.24.100, "Temporary Buildings and Uses" adopted on October 22, 2025 ("Amended City Ordinance").

In accordance with Amended City Ordinance and Uses", I am requesting a six (6) month extension of our current Temporary Maintenance Facility Agreement from the Planning Commission. With the recent adoption by the City Council of our PDR Amendment and Site Plan for the permanent maintenance facility at Black Desert in Area #5, we are now able to move forward with the construction of Greenskeeper Way and the permanent maintenance facility to replace the temporary facility. As part of our commitment to moving forward, we have begun steps to remove the Cart Barn on Parcel 7/8 when we stored the PGA golf carts. Those have been relocated to the new underground parking garage in Ivins. We will have the Cart Barn removed by November 13, 2026.

In light of the forgoing please calendar the Developer's request for the extension for the Planning Commission's meeting on November 12, 2026. Thank you.

Sincerely,

Koko Head

Koko Head
Managing Counsel
Black Desert Resort

KH/dj

TEMPORARY MAINTENANCE FACILITY AGREEMENT

This TEMPORARY MAINTENANCE FACILITY AGREEMENT ("Agreement") is entered into as of November 13, 2025 ("Effective Date") by and between ENLAW, LLC, a Delaware limited liability company, and BD Resort Center LLC, a Utah limited liability company (collectively, the "Developer"), and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah ("City" and together with Developer as the "Parties").

RECITALS

WHEREAS, Developer owns or controls approximately 570 acres of land (297.56 within the City) spanning from Pioneer Parkway to the northern and eastern limits of the City's boundary and continuing north and northeast into Ivins City ("Ivins") across the pristine lava flows and north of the Ivins "Horses" roundabout. The portion within the City lies at the City's most northern and eastern boundaries; and

WHEREAS, Developer's real property within the City is described in Exhibit "A" of the Development Agreement (hereafter the "Development Property"); and

WHEREAS, the City and Developer previously entered into that Black Desert Development Agreement ("Development Agreement") recorded with the Washington County Recorder on September 29, 2021, as Doc # 20210063764, as amended by that certain First Amendment to Development Agreement recorded with the Washington County Recorder on February 1, 2024, as Doc # 20240003310; and

WHEREAS, the City and Developer also previously entered into that Temporary Maintenance Facility Agreement dated June 8, 2022, as amended, documenting the City's previous approval of Developer's temporary uses, and which Agreement expired on October 18, 2025, after Developer obtained the maximum number of temporary use extensions available under Santa Clara City Code section 17-24-100; and

WHEREAS, in furtherance of the development set forth in the Development Agreement, Developer desires to maintain the placement of a temporary maintenance facility including the maintenance cart barn located on parcel 7/8 (collectively, the "Maintenance Facility") on the Development Property;

WHEREAS, the City approved it Ordinance 2025-17 amending Chapter 17.24.100 "Temporary Buildings and Uses" on October 22, 2025; and

WHEREAS, this Agreement memorializes and governs the City's new approval of Developer's temporary uses, adopted by vote of the Santa Clara Planning Commission in a public meeting held on November 13, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties mutually agree as follows:

TERMS

1. Recitals.

The Recitals above are hereby incorporated into this Agreement.

2. Definitions.

Capitalized terms shall have the meanings as defined herein. Any capitalized term not defined herein shall have the meaning ascribed to it in the Development Agreement.

3. Facility.

a. Length of Time: the Maintenance Facility may be installed and located on the Property for a period no longer than 12 months, with up to two (2) extensions of six (6) months each if granted by the Planning Commission for cause shown.

b. Location: the Maintenance Facility will be installed at the location designated in the site plan attached hereto as Exhibit "A".

c. Purpose: the Maintenance Facility will be used for maintenance offices, with a shed that will store maintenance equipment and the cart barn (located on parcel 7/8) that will store the PGA/LPGA utility carts.

d. Structures: the Maintenance Facility will consist of up to 2 trailers, 1 metal shed structure and the cart barn.

e. Fencing: the Maintenance Facility will be screened by a chain-link metal fence, with screening/privacy fabric wrap and the cart barn as it is currently located.

f. Power and Water: electric power and water shall be connected at the meter nearest to the Maintenance Facility. There will be no electric power or water at the cart barn. Power is supplied by generator at the cart barn.

g. Sewer: the sewer for the Maintenance Facility will be connected to the nearest accessible sewer utility. There will be no sewer connection for the cart barn.

h. Dust: the Maintenance Facility entrance is off the paved portion of Red Mountain Road. For dust control on parcel 7/8 where the cart barn is located, Developer will place #2 crushed stone (aggregate) off of Red Mountain Road to the entrance of the Maintenance Facility.

4. Compliance with City Design and Construction Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Planned Community, including the payment of fees and compliance with the City's design and construction standards for public improvements which are approved at the time of construction, except as may be specifically set forth otherwise herein. Further, the temporary buildings allowed under this Agreement have been approved by the Planning Commission under Santa Clara City Code section 17.24.100 as amended and will comply with all requirements thereof.

5. Compliance with Planned Community Design Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable

architectural, landscape, and other design guidelines for the development and construction of lots and parcels in the Planning Areas.

6. Improvement Costs.

Developer acknowledges and agrees that unless expressly stated otherwise, Developer will bear the costs to install and maintain the Maintenance Facility under this Agreement.

7. Assignment.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other Party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede a sale by Developer.

8. No Joint Venture; Partnership or Third-Party Rights.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. Integration.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.

10. Notices.

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the Party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the Parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:
Santa Clara City
Attn: City Manager
2603 Santa Clara Drive
Santa Clara, Utah 84765

Developer:
Enlaw, LLC
BD Resort Center LLC
Attn: Kory Jardine
1500 Black Desert Drive
Ivins, Utah 84738

With a copy to:
Santa Clara City Attorney
Attn: Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Suite B200
St. George, Utah 84765

With a copy to:
Enlaw, LLC
BD Resort Center LLC
Attn: Legal Department
1500 Black Desert Drive
Ivins, Utah 84738

Any Party may change its address by giving written notice to the other Party in accordance with the provisions of this Section.

11. Law and Usage.

Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include all genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. The provision of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

12. Court Costs.

In the event of any litigation between the Parties arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

13. Expenses.

The Developer and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

14. Waiver.

Acceptance by either Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

15. Effective Date.

This Agreement shall be effective as of the date first set forth above.

(signatures on the following page)

Remainder of page left blank

IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement on the Effective Date.

DEVELOPER:

ENLAW, LLC,
a Delaware limited liability company

By: RS18 Entrada Manager LLC,
a Utah limited liability company
Its: Manager

By: Reef Private Equity LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: Justin Belliveau
Title: Manager

BD RESORT CENTER LLC,
a Delaware limited liability company

By: BD Resort Center Manager LLC, a
Utah limited liability company
Its: Manager

By: Reef Private Equity LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: Justin Belliveau
Title: Manager

CITY:

CITY OF SANTA CLARA

_____
Rick Rosenberg, Mayor
Attest:

_____
Selena Nez, City Recorder

CITY OF SANTA CLARA
STATE OF UTAH

STATE OF UTAH)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of November, 2025, by Justin Belliveau, Manager of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of RS18 Entrada Manager LLC, a Utah limited liability company, who is the Manager of ENLAW LLC, a Delaware limited liability company.

My Commission Expires:

1/13/2027

NOTARY PUBLIC
Residing at: Lehi, Ut.

LISA J. RECTOR
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires January 13, 2027
COMMISSION NUMBER 728770

STATE OF UTAH,)
:ss
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of November 2025, by Justin Belliveau, Manager of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of BD Resort Center Manager LLC, a Utah limited liability company, who is the Manager of BD RESORT CENTER LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing: Lehi, Ut

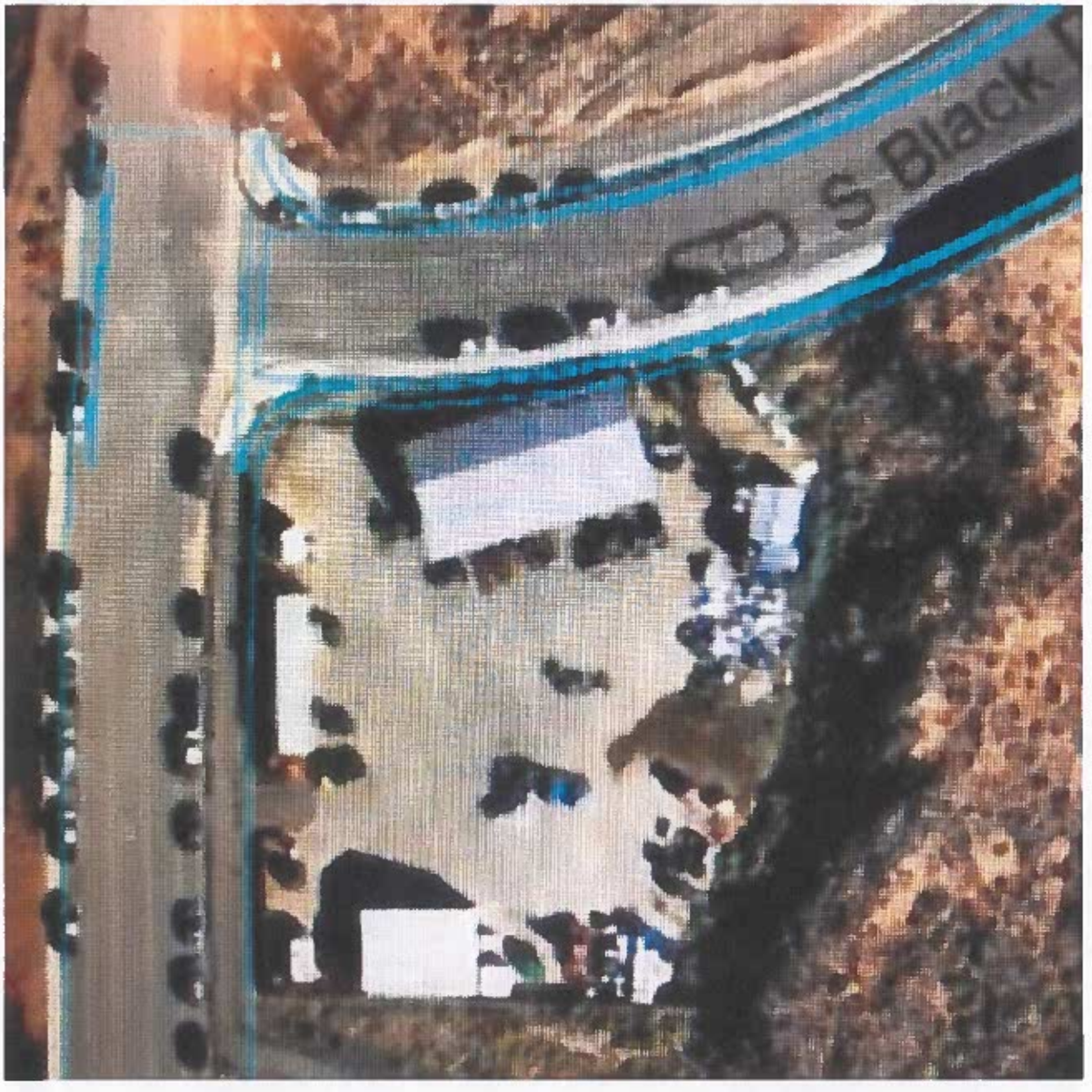
My Commission Expires:

1/13/2027

LISA J. RECTOR
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires January 13, 2027
COMMISSION NUMBER 728770

Exhibit A

(Site Plan for maintenance facility and cart barn)





SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, October 29, 2026

Present: Logan Blake
Shelly Harris
Kristen Walton
Josh Westbrook
Tyler Gubler

Absent: David Clark
Joby Venuti

Staff: Jim McNulty, Planning and Economic Development Director
Cody Mitchell, Building Official
Debbie Andrews, Administrative Assistant

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1. Call to Order

Chair Logan Blake called the Santa Clara City Planning Commission meeting to order on October 29, 2026, at 5:30 PM.

2. Opening Ceremony

A. Pledge of Allegiance: Commissioner Westbrook

3. Conflicts and Disclosures

No conflicts or disclosures were reported by any Commissioners.

4. Working Agenda

A. Public Hearing

1. Consideration and possible action on a proposed Rezoning and Amended Site Plan for the property located at 2920 Santa Clara Drive (Parcel #SC-FREI-A described as 0.23 acres). The applicant, Tresa Frei, proposes to Rezone the property from the Historic District/R-1-10 Zone to the Historic District/Mixed Use Zone to allow for construction of a new single-family home with a studio allowing for a small commercial use.

Jim McNulty, Planning and Economic Development Director, presented the staff report. The applicant proposes to remove an existing home of approximately 90 years, built in 1935 and approximately 1,566 square feet, and construct a new single-family home in a Craftsman

bungalow style. The new home would include a studio of 300 to 400 square feet for an esthetician business or small office. The lot is just over 10,000 square feet and meets the R-1-10 requirements. The Heritage Commission reviewed the design, materials, and colors on September 17 and October 1, 2026, and supports the overall concept and design. The applicant will return to the Heritage Commission for a final review in November.

Mr. McNulty explained that City Code Chapter 17.76.080 governs demolition of significant historic buildings that are not designated landmark sites, as this one is not. The code requires review of the demolition's impact and of the feasibility of preservation. It also requires that new construction be reviewed together with the demolition application, and that the application describes the reason for demolition. A demolition report from structural engineer Scott Christensen, dated September 25, 2026, found significant deterioration of the concrete basement foundation and wood floor framing. It concluded that these elements cannot be used again without substantial rehabilitation.

Regarding the Site Plan, Mr. McNulty reported that access would be from Santa Clara Drive, with a driveway designed to curve around an existing city-owned sycamore tree that will be preserved. The proposed setbacks include a 20-foot front yard, a 5-foot side yard on the east, with 13 feet on the west, and a 22-foot rear yard. All of these are within the Historic District Mixed Use standards. Five parking spaces are shown, exceeding the code requirement. A second tree on the property will be replaced with a substantial shade tree, and a planter in conflict with the driveway will be relocated. Outdoor lighting must be shielded and directed downward. Notices were mailed to owners within 300 feet and a sign was posted, and no comments were received.

Mr. McNulty stated that the recently adopted General Plan designates the property Neighborhood Commercial and that the proposed zone is consistent with its intent. He also stated that all state code requirements were met. Staff suggested a positive recommendation to the City Council subject to 11 conditions, including compliance with the demolition report, and four findings. The findings include the following; rezoning complies with the General Plan Land Use Classification, that the small-scale commercial use serves nearby residents, that neighboring properties are zoned Historic District Mixed Use, and that the home will comply with the 2024 Historic District Design Guidelines.

Commissioner Blake opened the public hearing. David Frei, of 1496 Victor Street, spoke in favor, stating that replacing the old home would be a good idea and would make the property more attractive. No other comments were offered, and Commissioner Blake closed the public hearing.

Commissioner Blake asked whether the site plan could be mirrored to place the driveway on the east side, observing that a streetlight on that side would likely be easier to move than a planter and a tree in the driveway. Tresa Frei, the applicant, responded that the family wanted the new home to match the existing home's footprint, driveway, sidewalk, and position because they love the layout, which has served the home for 90 years. She stated that she would preserve the old home if she believed that was possible. She hoped the new home would last 200 years and remain with the family for generations.

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Commissioner Blake suggested adding a condition requiring the applicant to seek a reduction of the east-side public utility easement to 5 feet, so that it matches the required minimum 5' side setback, in lieu of the 7.5-foot easements shown on both sides of the lot on the recorded Frei Subdivision Plat. Mr. McNulty agreed, noting that public works, power, and other directors had visited the site and supported the design, and that this condition would be appropriate.

Commissioner Gubler confirmed with Tresa Frei that the new home would occupy the same footprint as the existing one. He asked how the easements on the west side and access to the rental home behind the property would be affected. Tresa Frei explained that a 16-foot easement serving the rear home would remain untouched. She said that demolition equipment and hauling would be able to use the street frontage and that tenant access would not be obstructed. Mr. McNulty indicated on the plan that the existing wall and the right-of-way easements would not be affected. Tresa Frei thanked Dave and Debi Frei for their support.

B. Public Meeting

1. Consideration and possible action on a proposed Partial Plat Amendment for Lots 10 and 11 of the Santa Clara Heights Phase Y Subdivision. The applicant, Terry Wilde, requests approval with the purpose of adjusting the common lot line between the two adjoining lots.

Mr. McNulty presented the request. The applicant, Terry Wilde, and his wife own both lots, which are in the R-1-10 zone and located on Holland Circle. The proposal would adjust the common lot line so that Lot 10 increases from 13,068 to 14,817 square feet. Lot 11 would decrease from 11,761 square feet to 10,000 square feet (0.23 acres), the minimum allowed in the zone. Both lots would meet the density, setback, and other requirements of Chapter 17.68.050.

Mr. McNulty reported that staff and the Technical Review Committee identified no concerns. Notices were sent to all owners within the subdivision and the property was posted, and no comments were received. State code requires one public meeting, but not a public hearing, for a subdivision amendment, and all state requirements were met. Staff suggested a recommendation of approval to the City Council subject to four conditions.

Commissioner Westbrook observed that Condition 2 requires the owner's dedication and acknowledgment to be signed before final plat recordation. He noted that the plat also contains a mortgagee clause, so mortgagee consent should be added to the same condition. Mr. McNulty agreed to add the condition.

5. General Business

A. Recommendation to City Council

1. Recommendation to the City Council for consideration and possible action on a proposed Rezoning and Amended Site Plan for the property located at 2920 Santa Clara Drive (Parcel #SC-FREI-A described as 0.23 acres).

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Motion: Commissioner Walton moved to forward a recommendation of approval to the City Council for the Rezoning and Amended Site Plan at 2920 Santa Clara Drive, subject to the 11 staff conditions, one additional condition regarding reduction of the east-side easement, and the four findings. Commissioner Westbrook seconded the motion. The motion carried unanimously.

Mr. McNulty noted that the City Council would consider the item on November 4, 2026.

2. Recommendation to the City Council for consideration and possible action on a proposed Partial Plat Amendment for Lots 10 and 11 of the Santa Clara Heights, Phase Y Subdivision.

Commissioner Blake noted that the item would be forwarded to the City Council as a recommendation because of the easements involved.

Motion: Commissioner Westbrook moved to forward a recommendation of approval to the City Council for the Partial Plat Amendment for Lots 10 and 11 of the Santa Clara Heights, Phase Y Subdivision, subject to the four staff conditions, with Condition 2 amended to require mortgagee consent to be signed in addition to the owner's dedication and acknowledgment prior to final plat recordation. Commissioner Harris seconded the motion. The motion carried unanimously.

6. Discussion Items

A. None.

7. Approval of Minutes

A. Request for Approval of Meeting Minutes: October 8, 2026

The Planning Commission reviewed the minutes from October 8, 2026. No corrections were noted.

Motion: Commissioner Harris moved to approve the minutes of October 8, 2026. Commissioner Walton seconded the motion. The motion carried unanimously.

Mr. McNulty stated that a Director's Report had been omitted from the agenda and would be added to the next agenda. He announced that the next meeting would be held on November 12, 2026, and that the November 26 meeting would be canceled because it falls on Thanksgiving Day.

8. Adjournment

Motion: Commissioner Harris moved to adjourn the meeting.

Commissioner Blake adjourned the meeting at 6:00 PM.

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Jim McNulty
Planning Director

Approved:_____

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