

RESOLUTION No. 10-04

ROLL CALL

VOTING	YES	NO
G. WAYNE ANDERSEN <i>Mayor</i> <i>(votes only in case of tie)</i>		
ROD DART <i>Council member</i>	X	
RICHARD M. DAVIS <i>Council member</i>	X	
STEVE LEIFSON <i>Council member</i>	X	
JENS P. NIELSON <i>Council member</i>	X	
KEIR A. SCoubES <i>Council member</i>	X	

I MOVE this resolution be adopted: Councilman Nielson

I SECOND the foregoing motion: Councilman Leifson

RESOLUTION No. 10-04

**A RESOLUTION CONSIDERATION FOR ADOPTION OF A RESOLUTION
AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$6,000,000
AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE REFUNDING BONDS,
SERIES 2010; AND RELATED MATTERS**

The City Council of Spanish Fork City, Utah, met in regular public session at its regular meeting place in Spanish Fork, Utah at 6:00 p.m. on Tuesday, the 20th day of April, 2010, with the following members of the Council being present:

G. Wayne Andersen	Mayor
Rod Dart	Councilmember
Richard M. Davis	Councilmember
Jens P. Nielson	Councilmember
Steve Leifson	Councilmember
Keir Scoubes	Councilmember

Also present:

David A. Oyler
Kent R. Clark
Kim Robinson
S. Junior Baker

City Manager
Finance Director
City Recorder
City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this April 20, 2010 meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, and pursuant to motion made by Councilmember Jens Nielson and seconded by Councilmember Steve Leifson, adopted by the following vote:

AYE: Motion Passed All in Favor

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of Spanish Fork City, Utah. The resolution is as follows:

RESOLUTION No. 10-04

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$6,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE REFUNDING BONDS, SERIES 2010 (OR SUCH OTHER TITLE/SERIES DESIGNATION DETERMINED BY THE CITY), OF SPANISH FORK CITY, UTAH; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), the City Council (the

"Council") of Spanish Fork City, Utah, (the "Issuer"), has authority to issue its Water Revenue Refunding Bonds, Series 2010 (to be issued from time to time and with such other series or title designations as may be determined by the Issuer) (the "Bonds") to achieve a debt service savings; and

WHEREAS, the Council desires to issue the Bonds to (i) refund outstanding water revenue bonds of the Issuer, (ii) fund any required deposit to a debt service reserve fund and (iii) to pay all costs of issuance.

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the Issuer desires to publish such a notice at this time in compliance with the Act with respect to the Bonds;

NOW, THEREFORE, it is hereby resolved by the City Council of Spanish Fork City, Utah, as follows:

Section 1. The City Council of the Issuer hereby finds and determines that it is in the best interests of the Issuer and the residents thereof for the Issuer to issue not more than \$6,000,000 aggregate principal amount of its Bonds, to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than nine (9) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof for the purpose of (i) refunding outstanding water revenue bonds of the Issuer, (ii) funding any required debt service reserve fund, and (iii) paying all costs of issuance, all pursuant to this Resolution and a final authorizing resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (herein referred to as the "Final Bond Resolution"), a General Indenture of Trust (the "General Indenture") and a Supplemental Indenture of Trust (the "Supplemental Indenture" and, collectively with the General Indenture, the "Indenture"), and the Council hereby declares its intention to issue the Bonds according to the provisions of this Section, the Final Bond Resolution when adopted, the Indenture and other documents authorized thereby.

Section 2. The Issuer directs officers and staff of the Issuer to proceed with the preparation of a Preliminary Official Statement, if needed, for the sale of the Bonds and to make other necessary preparations for marketing the Bonds.

Section 3. The Issuer hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution, the Final Bond Resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds, and the Indenture, with the General Indenture and Supplemental Indenture to be in substantially the forms as was before the Council at the time of adoption of this Resolution and in the final forms as shall be approved by the Council upon the adoption of the Final Bond Resolution.

Section 4. In accordance with the provisions of the Act, the City Recorder shall cause the following "Notice of Bonds to be Issued" to be (i) published one (1) time in the Spanish Fork News, a newspaper of general circulation in the Issuer, (ii) posted on the

Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution and the Indenture to be kept on file in the City Recorder's office in Spanish Fork, Utah, for public examination during the regular business hours of the Council until at least thirty (30) days from and after the date of publication thereof. The "Notice of Bonds to be Issued" shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on April 20, 2010, the City Council (the "Council") of Spanish Fork City, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Refunding Bonds, Series 2010 (with such other series or title designations as determined by the Issuer) (the "Bonds") in the aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than nine (9) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest to the date of delivery. No deposit is currently contemplated in connection with the sale of the Bonds.

The Bonds, pursuant to the Resolution, are to be issued for the purpose of (i) refunding outstanding water revenue bonds of the Issuer, (ii) funding any required deposit to a debt service reserve fund and (iii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the "Indenture") which were before the Council, and said General Indenture of Trust and Supplemental Indenture of Trust are to be approved by a final resolution to be adopted by the Council in such forms and with such changes thereto as shall be approved by the Council upon the adoption thereof.

A copy of the Resolution and of the Indenture are on file in the office of the City Recorder of Spanish Fork City, Utah, in the City offices in Spanish Fork, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 6:00 p.m. Monday through Thursday, and 8:00 a.m. to 4:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds) or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

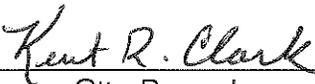
Section 5. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this 20th day of April, 2010.



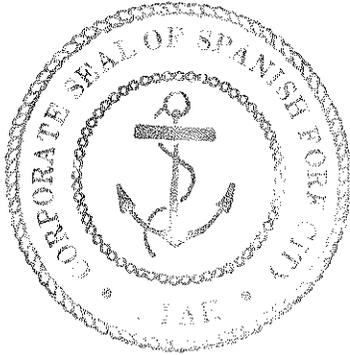
Mayor

ATTEST:



City Recorder

(SEAL)



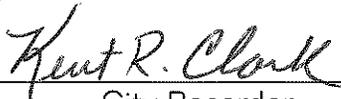
(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.



Mayor

ATTEST:



City Recorder

(SEAL)

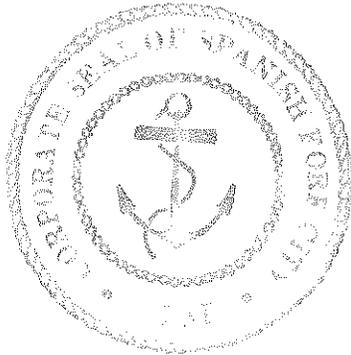


EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kent R. Clark, the undersigned City Recorder of Spanish Fork City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 20, 2010, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on April 16, 2010, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to Spanish Fork Press on April 16, 2010, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2010 Annual Meeting Schedule for the City Council of Spanish Fork City, Utah (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on January 28, 2010, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on January 28, 2010 and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 20th day of April, 2010.



Kent R. Clark
City Recorder

SCHEDULE 1

NOTICE OF MEETING



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, 40 South Main Street, Spanish Fork, Utah, commencing at 6:00 p.m. on April 20, 2010.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation
- b. Employee of the Quarter

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

- a. Agenda Request – Utility Disconnect Fee

3. COUNCIL COMMENTS:

4. PUBLIC HEARING:

- a. * CDBG –Richard Heap, Public Works Director
- b. * Proposed Amendment to Title 15 – the proposed Amendment would, under certain conditions, permit the keeping of chickens in more residentially zoned areas of the City. – Junior Baker, City Attorney
- c. * Proposed Zoning Map Amendment – the proposed Amendment would approve a Zone Change at 1968 E 1200 South to change the zoning from R-1-9 to R-1-6. – Junior Baker, City Attorney

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – March 30, 2010

6. NEW BUSINESS:

- a. * Consideration for adoption of a resolution authorizing the issuance and sale of not more than \$6,000,000 aggregate principal amount of Water Revenue Refunding Bonds, Series 2010; and related matters. - Kent Clark –Finance Director
- b. * NRCS River Trail Grant Agreement Amendment –Dale Robinson, Parks & Recreation Director
- c. Cable TV Rate Increase – John Bowcut, IS Director
- d. * Arrowhead Trail Del Monte Road Traffic Signal & Intersection Reconstruction Cooperative Agreement – Richard Heap, Public Works Director

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

e. Disc Golf Presentation – Dale Robinson, Parks & Recreation Director

7. CLOSED SESSION:

a. Real Property

8. WORK SESSION:

a. Budget Review

ADJOURN:

SCHEDULE 2

ANNUAL MEETING SCHEDULE

Proof of Publication

THE SPANISH FORK PRESS, a weekly newspaper printed and published at Provo, Utah County and of general circulation therein; that the Notice, a copy of which is hereto attached, was printed and published in said paper

for 1 consecutive weeks,

the first publication on the 28th day

of January 2010

And the last on the 28th day

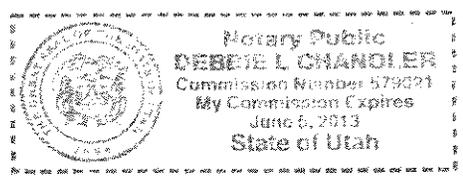
of January 2010

Jana C. Hunt

STATE OF UTAH, UTAH COUNTY > SS.....

PUBLIC NOTICE The City of Spanish Fork will hold their City Council Meetings on the following days. Each meeting begins at 6:00 p.m. on the First, and Third TUESDAY of each month. Address: 40 South Main Street, Spanish Fork.	2010 January 5, 19 February 2, 16 March 2, 16 April 6, 20 May 4, 18 June 1, 15 July 6, 20 August 3, 17 September 7, 21 October 5, 19 November 2, 16 December 7, 21 The public is in-	vited to participate in all Spanish Fork City Council Meetings. If you need special accommodation to participate in the meeting please contact the City Recorder's Office 804-4530. Published in the Spanish Fork Press January 28, 2010. UPAXLP
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RESIDENCE: SPANISH FORK, UT
MY COMMISSION EXPIRES 06/05/2013



Subscribed and sworn to before me this 28th day of JANUARY 2010

Debbie L. Chandler
Notary Public

(attach Proof of Publication of Notice of Bonds to be Issued)

Proof of Publication

THE SPANISH FORK PRESS, a weekly newspaper printed and published at Provo, Utah County and of general circulation therein; that the Notice, a copy of which is hereto attached, was printed and published in said paper

for consecutive weeks,

the first publication on the 29th day

of April 2010

And the last on the 29th day

of April 2010

Lana Cruz-Harris

STATE OF UTAH, UTAH COUNTY>SS.....

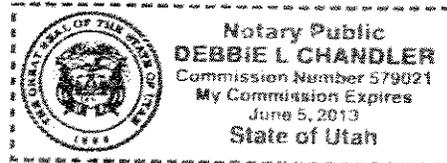
NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on April 20, 2010, the City Council (the "Council") of Spanish Fork City, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Water Revenue Refunding Bonds, Series 2010 (to be issued from time to time and with such other series or title designations as determined by the Issuer) (the "Bonds") in the aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), to bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than nine (9) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest to the date of delivery. No depos-

it is currently contemplated in connection with the sale of the Bonds. The Bonds, pursuant to the Resolution, are to be issued for the purpose of (i) refunding outstanding water revenue bonds of the Issuer, (ii) funding any required deposit to a debt service reserve fund and (iii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the "Indenture") which were before the Council, and said General Indenture of Trust and Supplemental Indenture of Trust are to be approved by a final resolution to be adopted by the Council in such forms and with such changes thereto as shall be approved by the Council upon the adoption thereof. A copy of the Resolution and of the Indenture are on file in the office of the City Re-

order of Spanish Fork City, Utah, in the City offices in Spanish Fork, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice. NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds) or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever. DATED this 20th day of April, 2010. /s/ Kim Robinson City Recorder Published in the Spanish Fork Press April 29, 2010. UPAXLP

RESIDENCE: SPANISH FORK, UT
MY COMMISSION EXPIRES 06/05/2013



Subscribed and sworn to before me this 29th day of APRIL 2010

Debbie L. Chandler
Notary Public

EXHIBIT B

FORMS OF GENERAL INDENTURE AND
SUPPLEMENTAL INDENTURE

(See Transcript Document No.'s __ and __)

THIRD SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2010

by and between

SPANISH FORK CITY, UTAH

and

ZIONS FIRST NATIONAL BANK

Supplementing the General Indenture of Trust
Dated as of October 1, 1998

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THIRD SUPPLEMENTAL INDENTURE OF TRUST

This Third Supplemental Indenture of Trust, dated as of _____ 1, 2010, by and between Spanish Fork City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions First National Bank, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of October 1, 1998, as heretofore amended and supplemented (the "General Indenture") with the Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds in order to refund certain of its outstanding Water Revenue Bonds, Series _____ (the "Refunded Bonds") as hereinafter set forth; and

WHEREAS in order to (i) refund the Refunded Bonds, (ii) [fund any required deposit to a debt service reserve fund] and (iii) finance the costs of issuance of the Bonds herein authorized, the Issuer has determined to issue its Water Revenue Refunding Bonds, Series 2010 in the aggregate principal amount of \$ _____ (the "Series 2010 Bonds"); and

WHEREAS, the Series 2010 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this Third Supplemental Indenture (the "Third Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2010 Bonds and of this Third Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2010 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Third Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2010 Bonds and all Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Third Supplemental Indenture of Trust, and by these

presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions First National Bank, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers of Security Instrument for any Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Third Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Dated Date” means, with respect to the Series 2010 Bonds, the date of their initial delivery.

“Escrow Account” means the Escrow Account established in the Escrow Agreement.

“Escrow Agent” means Zions First National Bank.

“Escrow Agreement” means the Escrow Agreement, dated as of _____ 1, 2010 between the Issuer and the Escrow Agent, providing for the payment of interest on and the principle and redemption price of the Refunded Bonds through the redemption dates therefore.

“Interest Payment Date” means, with respect to the Series 2010 Bonds, each June 1 and December 1 commencing _____.

“Refunded Bonds” means all of the outstanding Series _____ Bonds.

“Register” means the record of ownership of the Series 2010 Bonds maintained by the Registrar.

“Series _____ Bonds” means the Issuer’s Water Revenue Bonds, Series _____ originally issued in the principal amount of \$ _____.

“Series 2010 Bonds” means the Water Revenue Refunding Bonds, Series 2010, herein authorized.

[“Series 2010 Debt Service Reserve Account” means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.]

“Series 2010 Debt Service Reserve Requirement” means \$_____ with respect to the Series 2010 Bonds.

“[Underwriter][Purchaser]” means _____.

ARTICLE II

ISSUANCE OF THE SERIES 2010 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2010 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds, (ii) [fund any required deposit to a debt service reserve fund] and (iii) finance the costs of issuance of the Series 2010 Bonds. The Series 2010 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2010 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Water Revenue Refunding Bonds, Series 2010."

Section 2.2 Date, Maturities and Interest. The Series 2010 Bonds shall be dated as of the Dated Date, and shall mature on the dates and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their dated date or unless, as shown by the records of the Trustee, interest on the Series 2010 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their dated date, payable on each Interest Payment Date at the rates per annum as set forth below:

<u>Maturity</u> <u>(June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
------------------------------------	-------------------------	----------------------

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 [Redemption].

(a) Optional Redemption. The Series 2010 Bonds maturing on or prior to _____ are not subject to redemption prior to maturity. The Series 2010 Bonds maturing on and after _____ are subject to redemption prior to

maturity at the option of the Issuer, in such order of maturity as may be selected by the Issuer, in whole or in part on any day on and after _____ at a redemption price equal to 100% of the principal amount of the Series 2010 Bonds to be redeemed plus accrued interest to the date of redemption.

(b) Mandatory Sinking Fund Redemption.

The Series 2010 Bonds maturing on _____ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date on the dates and in the principal amounts as follows:

Redemption Date

Principal Amount

If fewer than all of the Series 2010 Bonds maturing on _____ are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Trustee against the obligation of the Issuer on future mandatory sinking fund redemption dates for the Series 2010 Bonds maturing on _____ in such order as shall be directed by the Issuer.]

Section 2.4 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2010 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2010 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2010 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2010 Bonds.

Section 2.5 Delivery of Bonds. It is hereby determined that the Series 2010 Bonds shall be authenticated and delivered to the [Underwriter][Purchaser] thereof on such date upon which the Issuer and the [Underwriter][Purchaser] shall mutually agree, upon payment of the purchase price thereof.

Section 2.6 Designation of Registrar. Zions First National Bank, One South Main Street, 12th Floor, Salt Lake City, Utah is hereby designated as Registrar for the Series 2010 Bonds, acceptance of which appointment shall be evidenced by execution of this Third Supplemental Indenture by the Registrar.

Section 2.7 Designation of Paying Agent. Zions First National Bank, One South Main Street, 12th Floor, Salt Lake City, Utah, is hereby designated as Paying

Agent for the Series 2010 Bonds, acceptance of which appointment shall be evidenced by execution of this Third Supplemental Indenture from the Paying Agent.

Section 2.8 Limited Obligation. The Series 2010 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2010 Bond proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.9 [Book-Entry System: Limited Obligation of Issuer].

(a) Except as provided in Sections 2.9(b) and 2.9(c), the Registered Owner of all Series 2010 Bonds shall be, and the Series 2010 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to Section 2.9(c)(ii), "DTC"). Payment of the interest on any Series 2010 Bond shall be made in accordance with the provisions of this Third Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Registrar.

(b) The Series 2010 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2010 Bonds. Upon initial issuance, the ownership of each such Series 2010 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2010 Bonds so registered in the name of Cede, the Issuer, the Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2010 Bonds. Without limiting the immediately preceding sentence, the Issuer, the Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2010 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2010 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2010 Bonds. The Issuer, the Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2010 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2010 Bonds are registered in the name of Cede & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2010 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal

or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Third Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Indenture, the word "Cede" in this Third Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in Section 2.9(c)(iii), and notwithstanding any other provisions of this Third Supplemental Indenture, the Series 2010 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2010 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2010 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2010 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2010 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2010 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2010 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2010 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2010 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2010 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2010 Bonds pursuant to Section 2.9(c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to Section 2.9(c) or Section 2.9(c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary

terms. If no such successor can be found within such period, the Series 2010 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2010 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2010 Bonds.

(iv) Notwithstanding any other provision of this Third Supplemental Indenture to the contrary, so long as any Series 2010 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2010 Bond and all notices with respect to such Series 2010 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2010 Bonds registered in the name of Cede pursuant to this Third Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.]

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2010 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-28, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the Net Revenues to enforce a judgment against the Issuer on a simple contract.

Section 2.11 Series 2010 Bonds as Additional Bonds. The Series 2010 Bonds are issued as Additional Bonds under the Indenture and are on parity with Bonds previously issued and Outstanding under the General Indenture. The Issuer hereby certifies that the following requirements have been met and will be complied with:

(a) The Net Revenues of the System for the period from July 1, [2008] to June 30, [2009] (within the 24-month period immediately preceding the authentication and delivery of the Series 2010 Bonds) were at least 125% of the total principal, premium, if any, and interest payments for said period on all of the

Bonds which were then Outstanding, all as verified by an independent accountant in a certification delivered to the Trustee;

(b) The Additional Bonds are being used, as required under General Indenture, to make additions, improvements, extensions, replacements or repairs to the System (including the funding of necessary reserves and the payment of costs of issuance). In connection therewith, the Issuer has delivered to the Trustee a certificate from a Qualified Engineer:

(i) Setting forth the Estimated Net Revenues as herein described (assuming the completion of the additions, improvements, extensions, replacements or repairs to the System (collectively, the "Improvements") financed with the proceeds of the Series 2010 Bonds) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Improvements, (inasmuch as proceeds of the Series 2010 Bonds are being used to fund interest during the construction period), or;

(ii) Verifying that the Estimated Net Revenues shown in (i) above for each of such Bond Fund Years are not less than 125% of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds (including the Series 2010 Bonds) which will be Outstanding upon the issuance of the Series 2010 Bonds (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments).

For purposes of this Subsection (b), "Estimated Net Revenues" has been determined by the Qualified Engineer as follows:

(A) The total Net Revenues of the System for the most recent Year immediately preceding the authentication and delivery of the Series 2010 Bonds in which such information is reasonably available to the Issuer were determined. For purposes of this calculation, Water Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Series 2010 Bonds.

(B) Next, the additional Net Revenues, if any, resulting from the Improvements financed with the proceeds of the Series 2010 Bonds have been estimated by the Qualified Engineer for the applicable Bond Fund Years as determined in (b)(i) above.

(C) The Estimated Net Revenues are the sum of the Net Revenues as calculated in (A) above, plus 80% of the estimated additional Net Revenues as calculated in (B) above.

(c) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there will be in the Debt Service Reserve Fund the full amount required by the Indenture to be accumulated therein; and

(d) No Event of Default has occurred and is continuing under the Indenture.

ARTICLE III

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Application of Proceeds of the Series 2010 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2010 Bonds (representing the principal amount of the Series 2010 Bonds, plus a net reoffering premium of \$ _____, less an [Underwriter][Purchaser]'s discount of \$ _____) and the Trustee shall deposit such proceeds as follows:

(a) \$ _____ into the Escrow Account [(together with \$ _____ and \$ _____ transferred from the debt service reserve fund and debt service fund, respectively, established with respect to the Series _____ Bonds and a \$ _____ contribution of the Issuer)] to be administered by the Trustee sufficient to redeem the Refunded Bonds on (without consideration of any investment earnings thereon);

(b) \$ _____ into the Series 2010 Account of the Debt Service Reserve Fund; and

(c) the remaining amount of \$ _____ in the Series 2010 Cost of Issuance Account administered by the Trustee pursuant to the Indenture;

Section 3.2 Creation of Series 2010 Accounts. There is hereby established with the Trustee a [Series 2010 Account within the Debt Service Reserve Fund and a] Series 2010 Cost of Issuance Account.

Section 3.3 [No Debt Service Reserve Requirement for Series 2010 Bonds. For purposes of the Series 2010 Bonds, there is no Debt Service Reserve Requirement.]

Section 3.4 Disbursements from Series 2010 Cost of Issuance Account. Costs of issuance shall be paid by the Trustee from the Series 2010 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2010 Cost of Issuance Account 30 days after delivery of the Series 2010 Bonds shall be paid to the Issuer.

Section 3.5 Refunding of Refunded Bonds. Proceeds of the Series 2010 Bonds are hereby irrevocably deposited into the Escrow Account in accordance with Section 3.1(a) herein, and shall, together with the other moneys deposited therein, provide moneys sufficient to pay the principal of and premium, if any, and interest on the Refunded Bonds on _____ without consideration of any investment earnings thereon. [The Issuer hereby irrevocably instructs the Trustee to invest such moneys in United States Government Obligations and cause a notice of redemption to be delivered with respect to the Refunded Bonds in compliance with the provisions of the Resolution adopted by the Issuer on _____, 2010.]

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Third Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Third Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE III

MISCELLANEOUS

Section 3.5 Confirmation of Sale of Series 2010 Bonds. The sale of the Series 2010 Bonds to the [Underwriter][Purchaser] at a price of \$_____ (the total principal amount of the Bonds plus a net reoffering premium of \$_____, less the [Underwriter][Purchaser]'s discount in the amount of \$_____), is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Third Supplemental Indenture of Trust to be executed as of the date first written above.

SPANISH FORK CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

By: _____
City Recorder

ZIONS FIRST NATIONAL BANK

(SEAL)

By: _____
Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT A
(FORM OF SERIES 2010 BOND)

Unless this certificate is presented by an authorized representative of the Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of the Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
SPANISH FORK CITY
WATER REFUNDING BOND
SERIES 2010

[THIS BOND HAS BEEN DESIGNATED BY THE AUTHORITY FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.]

Number R - _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
----------------------	----------------------	----------------------------	--------------

Registered Owner: _____

Principal Amount: _____ DOLLARS

Spanish Fork City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on June 1 and December 1 of each year commencing _____ (each an "Interest Payment Date") until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the principal offices of Zions First National Bank, Corporate Trust Department, One South Main Street, 12th Floor, Salt Lake City, Utah 84111 ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the

Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the "Water Revenue Refunding Bonds, Series 2010 (the "Series 2010 Bonds") in the aggregate principal amount of \$_____, of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of October 1, 1998, as heretofore amended and supplemented, as further amended and supplemented by a Third Supplemental Indenture of Trust dated as of _____, 2010 (collectively the "Indenture") approved by resolution adopted on _____ (the "Bond Resolution"), for the purpose of (i) refunding certain of the Issuer's outstanding water revenue bonds, (ii) [funding any required deposit to a debt service fund] and (iii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Spanish Fork City, Utah Water Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer's water system (the "System") all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2010 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2010 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2010 Bonds, the terms upon which the Series 2010 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Bonds and on all Series 2010 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Original Issue Date specified above. Interest on the Series 2010 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2010 Bonds shall be in default, interest on the Series 2010 Bonds issued in exchange for Series 2010 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2010 Bonds surrendered.

The Bonds are subject to redemption prior to maturity upon the terms and with notice as provided in the Indenture.

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate offices of Zions First National Bank (the "Registrar") in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that upon the issuance of the Series 2010 Bonds the Net Revenues of the Issuer will not have been pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water Revenue Refunding Bonds, Series 2010 of Spanish Fork City, Utah.

ZIONS FIRST NATIONAL BANK, As
Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT B
COST OF ISSUANCE DISBURSEMENT REQUEST

Zions First National Bank
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84130

Pursuant to Section 3.2 of the Third Supplemental Indenture of Trust dated as of _____ 1, 2010, you are hereby authorized to pay to the following costs of issuance from the Series 2010 Construction Account:

[See Attached Schedule]

AUTHORIZED REPRESENTATIVE,
SPANISH FORK CITY, UTAH

COSTS OF ISSUANCE

Payee

Purpose

Amount