CITY COUNCIL MEETING

ADDENDUM
6:00 pm
Tuesday, October 18, 2005

I. PRELIMINARY ACTIVITIES

A. Pledge of Allegiance
B. Minutes
C. Agenda Request - Frederick Benson - American Leadership Academy Mill Road Access
D. Agenda Request - Melody Barber - American Leadership Academy Traffic Concerns

II. STAFF REPORTS

A. John Bowcut - IS Director
   1. Cooperative Production and Distribution Network Contract

B. Emil Pierson - Planning
   1. Whisper Willows Amended Preliminary Plat

C. Junior Baker - Legal
   1. Hangar Ground Lease and Caretaker Agreement - Spanish Fork/Springville Airport
   2. Ordinance Regulating Home Occupations

D. Richard Heap - Engineering
   1. Questar Gas Easements
   2. Bid Tabulation for demolition at 59 South 200 West*

E. Dee Rosenbaum - Public Safety
   1. "A Child is Missing" Program Presentation

III. OTHER BUSINESS

IV. EXECUTIVE SESSION IF NEEDED - TO BE ANNOUNCED IN MOTION

(*) *indicates support information, if any, will follow at the Council meeting.*

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 798-5000.

Received via email on September 29, 2005

REQUEST TO BE ON CITY COUNCIL AGENDA

1. **Date of meeting requested to attend** Tuesday, Oct 18, 2005

2. **Subject of request** Appeal of Mill Road Access for American Leadership Academy (ALA)

3. **Detailed Information**

Original Approval for building new charter school buildings required Mill Road Access

Traffic Survey of Mill Road made at developer''s expense

City Council later made approval conditional that Mill Road Access be built but gated or chained

No access to Mill Road being built.

School is open and single access from Delmonte Road is poor at best with major delays twice daily.

At least two accidents have occurred because of current road configuration.

Numerous complaints from neighboring subdivision, business along Delmonte Road and Arrowhead

Trail road, and construction crews along Delmonte because of traffic delays due to current Road layout.

With only one road access, this is a very dangerous situation in the case of any emergency,

Traffic congestion and delays will only increase when MountainLand Applied Technology College is finallyopened across from ALA

Traffic on Delmonte Road will increase when new bridge across SF River is completed and additional homes are built on the developing lots on both sides of the river.

ALA Board of Trustees and Parent Organization request Spanish Fork City Council review Mill Road Access

Or second road access for the safety of the 1100 students currently attending American

Leadership Academy.

4. Full Name Walter Frederick Benson

Received via email on October 3, 2005

REQUEST TO BE ON CITY COUNCIL AGENDA

Date of meeting requested to attend Tuesday, Oct 18, 2005

To Whom It May Concern,

I would like to be on the City Council Meeting agenda for October 18, 2005. I understand that the parking and road situation relating to the American Leadership Academy charter school will be discussed and I would like to be allowed to speak as a parent of several children attending that school. I feel that since the city has approved the school's being there, it is necessary for them to make it so the school can function in an orderly and efficient manner and in order for this to happen, there have to be some access roads to allow them to do this. I would also mention that with the increase in traffic it will make it difficult for those living in the surrounding housing developments to get in and out unless something is done to improve traffic control. There have already been several accidents in this area.

Thank you for allowing me the opportunity to speak on this important topic.

Melody Barber

CONTRACT

COME NOW the parties hereto, Spanish Fork City (City) and Cooperative Production and Distribution Network, LLC (CPDN) and acknowledge as follows:

RECITALS

City has spent considerable time and money in developing a telecommunications system, which includes cable television, which system is known as Spanish Fork Community Network, or SFCN; and

City has the opportunity to generate additional revenues by selling advertising spots to be shown on its cable television system; and

City lacks the expertise to promote and sell advertising spots; and

CPDN has the expertise and skill to promote, market, and sell advertising spots;

NOW THEREFORE, the parties hereby contract, covenant, and agree as follows:

TERMS

1. The City grants to CPDN the exclusive right to market and sell advertising spots on SFCN upon the terms and conditions set forth hereinafter.
2. CPDN shall be an independent contractor. CPDN may set its own hours, shall use its own equipment in contacting potential advertisers, and shall be responsible for all other expenses of being in business. Nothing herein shall be construed to be a joint venture between City and CPDN.
3. CPDN may refer its clients to production companies to produce the advertising to be aired by SFCN. However, CPDN may not obligate City to have exclusive arrangements with any particular production company,

either for itself, or for its advertisers.

4. CPDN shall be compensated on a commission only basis. Compensation shall paid monthly, based upon monies actually received by City as a result of advertising sales for the prior month. Payment shall be made within 20 days of the end of the month upon the following terms and conditions:

   A. 25% commission on gross receipts up to $5,999.99;

   B. 30% commission on gross receipts between $6,000.00 up to $6,999.99;

   C. 35% commission on gross receipts between $7,000.00 up to $7,999.99;

   D. 40% commission on gross receipts $8,000.00 or over.

5. The term of this contract is three years, commencing November 1, 2005. This contract shall be automatically renewed for two additional three year periods, but which term is subject to the following conditions:

   A. Either party may terminate this contract by giving 60 days prior, written notice, before the end of any calendar year;

   B. CPDN shall have three months to reach gross sales averaging $2,500.00 per month. Thereafter, City may terminate upon 10 days prior, written notice, if CPDN fails to maintain gross sales over $7,500.00 over any consecutive three month period;

6. City shall establish the advertising rates for different length commercials. CPDN may act as a consultant to share its experience and expertise in

establishing the rates. Rates will not include production costs, which will be the responsibility of the advertiser.

7. SFCN's advertising guidelines shall be followed by all advertisers. Absent any guidelines, FCC guidelines shall be followed. Advertising shall not be libelous nor harassing. City retains the right to reject any advertising which does not meet guidelines, and shall be the sole judge as to whether or not the guidelines are met.

8. Each party shall be required to keep a current address on file with the other party. Any notice required hereunder shall be sent to that address. As of the date of the execution of this contract, the addresses are, and notice shall be given, as follows:

If to City:	If to CPDN:
Spanish Fork City Attn: City Manager 40 South Main Street Spanish Fork, Ut 84660	CPDN Attn: D. Justin Wright 185 E. 400 N. Spanish Fork, Ut 84660

CC: John Bowcut
65 S 630 W
Spanish Fork, Ut 84660

9. This document represents the entire agreement between the parties. All prior negotiations, understandings, or agreements are merged herein and superseded hereby.

10. This document may be modified only by a written amendment signed by each of the parties hereto.

11. In the event of a breach of this agreement, the breaching party shall be

liable for attorneys fees and court costs, including expert witness fees, if any.

12. Each party participated in the preparation of this contract and therefore any ambiguity shall not be construed against one party or the other, but the intent of parties shall be determined and enforced.

13. In the event that any portion of this contract is void or unenforceable, the remaining portion shall nevertheless be enforced, unless the intent of the parties cannot be maintained by doing so.

DATED this _____ day of October, 2005.

SPANISH FORK CITY by:

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, Recorder

CPDN by:

_____
D. Justin Wright

Spanish Fork City Council Report

To:	**City Council**	**ID#**	**PRE 05-03**
From:	**Emil Pierson, City Planner**	**Zoning**	**R-3**
Date:	**October 5, 2004**	**Property Size**	**29 acres**
Subject:	**Whispering Willows Amended Preliminary Plat**	**# Lots/Units**	**246**
Location:	**Ridgefield Road & Highway 6**	**Units/Acre**	**8.48 Total**

Public Notices: N/A

BACKGROUND

Legrande Woolstenhulme is requesting to Amend the Whispering Willows Preliminary Plat in order to remove the 12-plexes that were to be constructed north of Ridgefield Road and replace them with townhomes.

ANALYSIS

The Whispering Willow preliminary plat was approved by the City Council on August 21, 2001. The approval was for 246 units of which 66 were to be single family homes and for 180 multi-family units. The original project showed the 180 multi-family units as 12-plexes.

The applicant has purchased the property and is requesting to build 72 units in six 12-plex buildings and another 100 units as townhomes on the north side of the road.

Amenities: The applicant will still construct the playgrounds and pavilions as shown on the plans.

Development Review Committee
The DRC reviewed this request at its September 28th meeting and recommended approval subject to the conditions stated below.

DRC Minutes - September 28, 2005

Mr. Pierson this is a amended preliminary plat. Mr. Woolstenhulme has been working closely with engineering and planning. The pictures provided indicate the elevation of the 12-plex and townhome area. This project is patterned after the Canyon Glen development. The units face inward and the backs of the units and driveways face the road.

Mr. Woolstenhulme said this plan worked well in Canyon Glen. The difference in Whispering Willows is each two rows of units face each other. Mr. Pierson said he prefers this rather than 12-plexes. Mr. Nielson agreed. Mr. Baker asked if the townhome area and the single family home area should be switched. Mr. Pierson said there is not enough room for the density needed.
Mr. Baker said it appears to be the same acreage. Mr. Nielson said the plat has been recorded.

Mr. Woolstenhulme said the improvements are in. Mr. Pierson said he would like to see all setbacks and sidewalks shown on the site plan. He said this is a great plan and a win for the city. Most likely there will be a lot of owner-occupied units.

Mr. .Pierson made a **motion** to recommend approval of the Whispering Willows Amended Preliminary Plat subject to the following conditions:
1. Meet all of the Construction and Development Standards,
2. Construct the development as shown on the amended preliminary plat,
3. Submit a new landscape plan prior to the plans coming before the City Council,
4. Submit playground plans prior to the plans coming before the City Council.

Mr. Baker **seconded** and the motion **passed** with a unanimous vote.

Mr. Nielson asked when road will be paved. Mr. Woolstenhulme said there have been some details associated with vandalism but the road will be done soon.

Planning Commission
The Planning Commission discussed this request at their October 5, 2005 meeting and recommended approval subject to the conditions listed below. They also discussed the positive direction the project is going and like the townhomes much better than the 12-plexes.

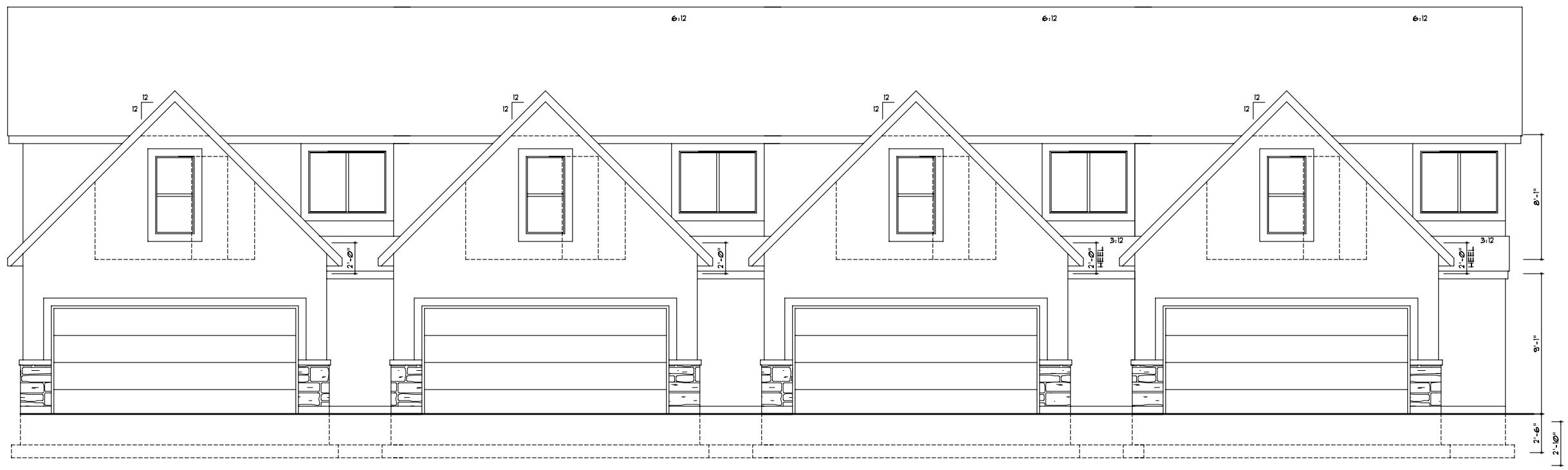
RECOMMENDATION

APPROVE
Make the motion to **APPROVE the Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** subject to the following condition(s):
1. Meet all of the Construction and Development Standards,
2. Construct the development as shown on the amended preliminary plat,
3. Submit a new landscape plan prior to the plans coming before the City Council,
4. Submit playground plans prior to the plans coming before the City Council.

DENY
Make the motion to **DENY** the **Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** for the follow reason(s):

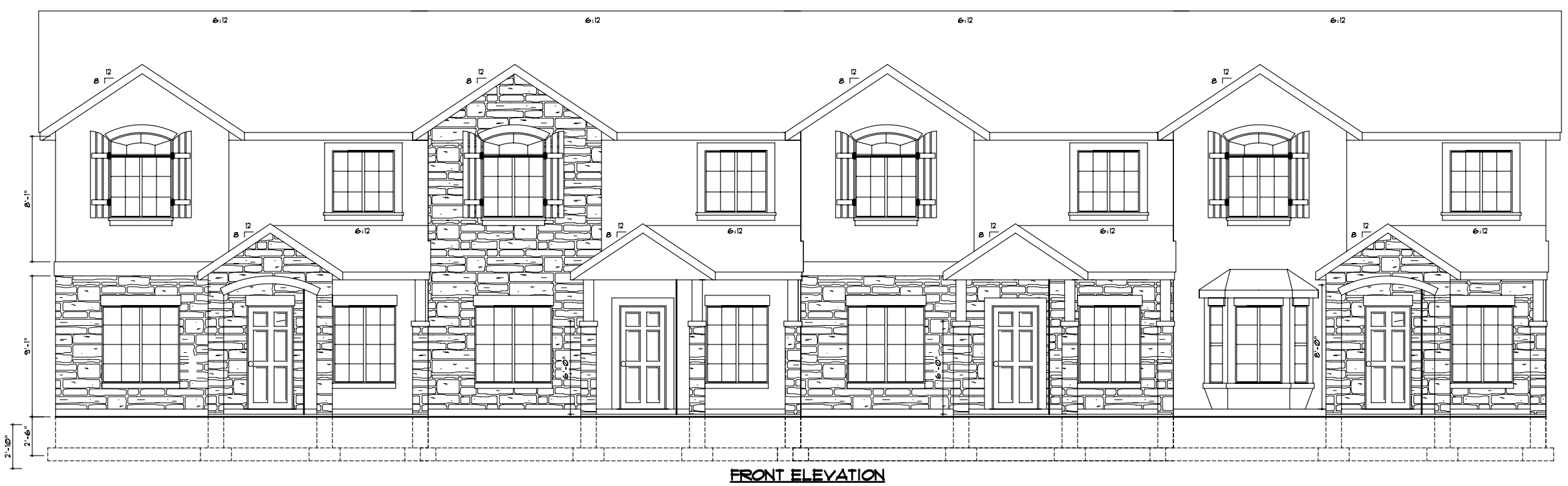
TABLE
Make the motion to **TABLE** the **Whispering Willows Amended Preliminary Plat located at Ridgefield Road & Highway 51** for the follow reason(s):

<u>Design Pictures:</u>



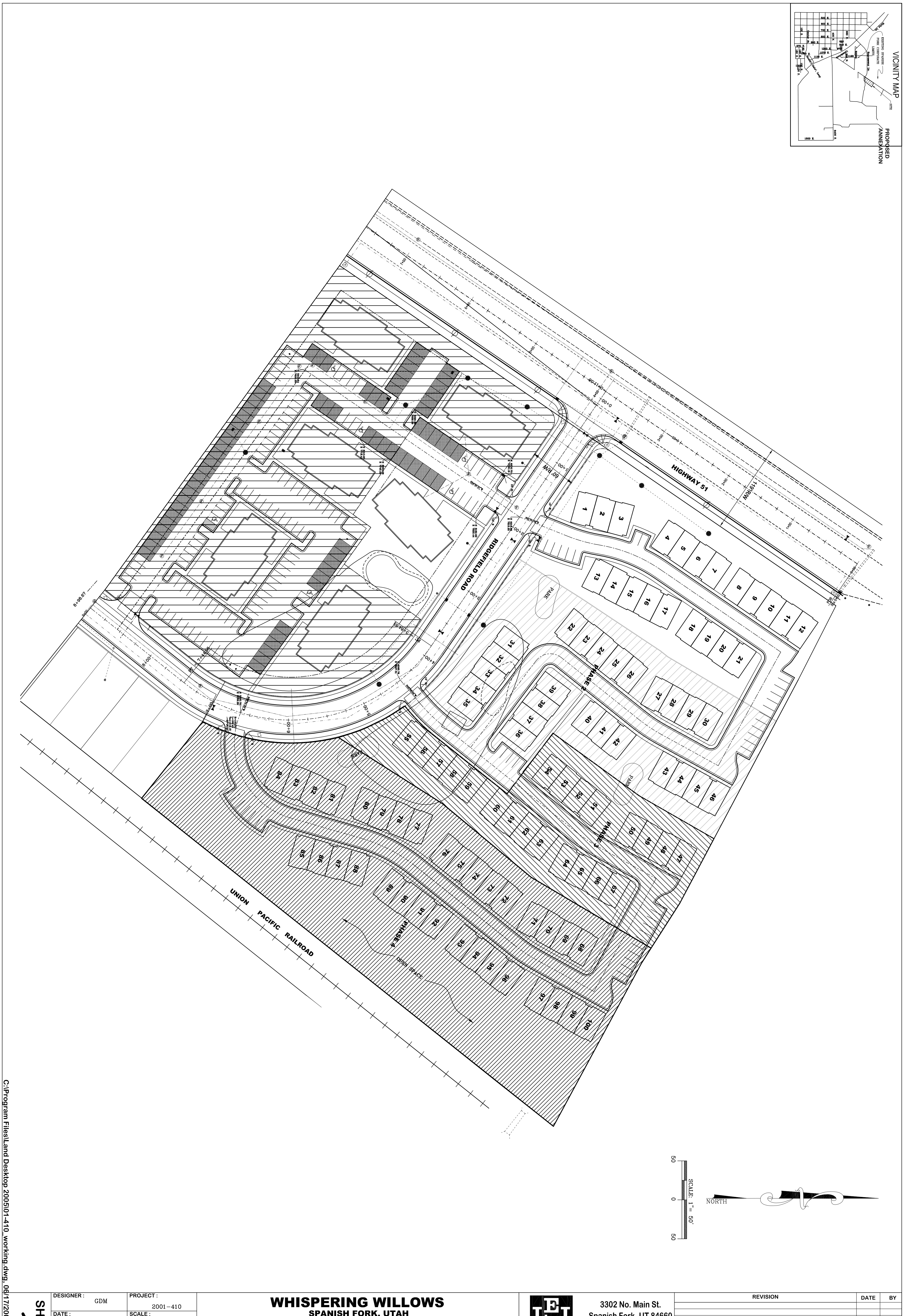
REAR ELEVATION

SCALE 1/4" =1'-0"



FRONT ELEVATION

SCALE 1/4" =1'-0"



DESIGNER : GDM	PROJECT : 2001-410
DATE : 5/20/2005	SCALE : 1" = 50'
DRAWN BY: RBA	CHECKED BY: XXX

WHISPERING WILLOWS
SPANISH FORK, UTAH

PROPERTY OF:
PREPARED FOR:

LEI
Consulting Engineers and Surveyors, Inc.

3302 No. Main St.
Spanish Fork, UT 84660
801-798-0555
Fax 801-798-9393

REVISION	DATE	BY

SHEET 1

C:\Program Files\Land Desktop 2005\01-410_working.dwg, 06/17/2005 11:05:26 AM, 1:2.24445

HANGAR GROUND LEASE AND CARETAKER AGREEMENT
SPANISH FORK/SPRINGVILLE AIRPORT
LESSOR: SPANISH FORK/SPRINGVILLE CITY
LESSEE: JAMES ROBINSON

LEASE AGREEMENT made September __, 2005, between SPANISH FORK CITY and SPRINVILLE CITY through the SPANISH FORK/SPRINGVILLE AIRPORT BOARD, herein called Lessor, and James Robinson of _____, UTAH_____, herein called Lessee.

RECITALS

A. Lessor owns and operates the SPANISH FORK/SPRINGVILLE AIRPORT located in Utah County, State of Utah, herein called Airport.

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of erecting and/or maintaining an existing aircraft hangar owned by Lessor for the storage of aircraft.

C. Lessee desires to use his hangar as a caretaker facility to provide security for the airport, given the location of Lessee's hangar near the entrance to the airport.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PREMISES. Lessor hereby leases to Lessee the Parcel of land only which is known as hanger ____ at the Spanish Fork/Springville Airport, more fully described on Exhibit "A" attached and made part hereof.

II. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this lease shall commence on October 1, 2005 and end on December 31, 2010.

III. FIRST RIGHT OF REFUSAL TO RENEW LEASE. Lessee shall have the first right of refusal to renew this lease agreement for an additional five year term on the condition that Lessee is not in default hereunder at the time of such renewal. This lease shall automatically renew at the expiration thereof unless Lessee provides a minimum of thirty (30) days written notice to Lessor prior to the expiration of the initial lease term stating Lessee will not renew the lease. The terms and conditions contained herein shall govern any renewal of this lease unless otherwise agreed between the parties hereto.

IV. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this lease, Lessee shall have the right to remove any improvements erected by Lessee on the premises during the lease term, or any renewal, except those items which have become fixtures. Lessee, upon removal of any improvements, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed before sixty (60) days from termination of this lease. Lessee hereby consents and agrees that any improvements remaining on the premises after the sixty (60) day removal period shall be deemed abandoned and owned by Lessor without any claim or right whatsoever in Lessee. After the termination of this lease, the hangar structure over space _____ shall remain the property of Lessee, until sold to a successor tenant. Lessor shall not lease space _____ to a successor tenant until the successor tenant has purchased, or entered into an agreement to purchase the hangar over space _____ from Lessee. If Lessee cannot reach agreement with a

prospective purchaser, Lessor retains the right to cause Lessee to remove the structure within 90 days.

V. RENTALS, FEES AND CHARGES. Subject to renegotiation and change of rental rates as hereinafter provided, the Lessee agrees to pay the City for the use of the premises, facilities, rights, services and privileges granted herein, the following rental, payable to Springville City, on an annual basis.

A. Rental for the above described parcel shall be at the current rate of fourteen cents ($0.14) per square foot of hanger space, based upon the outside dimensions of the hanger, with a minimum charge of $235.00 annually (based on a minimum square footage of 1680 feet).

Parcel	Area	Rate
A	_____ sq. feet	$_____

B. Rent shall be due in advance on January 1 of each year during the Lease term. The first years annual rent will be pro-rated to reflect the actual first year occupancy period of this agreement. The rental amount pro-rated from October 1, 2005 to December 31, 2005 is $_____.

C. The rent of the above described land for each following year of the agreement shall be set by the Spanish Fork/Springville Airport Board on an annual basis provided the lease may not increase more than 20% per year, and is due and payable to Springville City in advance, on the first day of each calendar year of the Agreement.

D. All payments due Lessor under this lease, including rent, that are not paid on or before thirty (30) days from the due date shall incur a late fee of one (1%) percent per month (12% per annum) or $5.00, whichever is greater.

E. All payments due Lessor under this lease shall be delivered to Springville City 50 South Main Springville, Utah 84663 or as otherwise directed in writing by Lessor.

VI. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

A. Repair and maintenance of aircraft

B. Aircraft storage

C. Non-Aviation storage as an incidental use on the condition the hangar space is principally used for aviation purposes.

D. Caretaker facility subject to the following conditions:

1. The residential portion of the facility is limited to two adults. No children are allowed.

2. The hangar must meet the building code requirements for a residential building.

3. Lessee shall submit to a background check, including a criminal history, and shall sign appropriate documents allowing Lessor to obtain the same. The documents shall include, but not necessarily be limited to, a waiver and release of liability.

4. Lessor has the right to inspect the premises at reasonable times.

5. Residential living quarters are to be removed, following the guidelines of §IV, upon termination of this lease.

6. No more than two overnight guests are allowed at any given time, not to exceed a stay of three nights.

7. No vehicles are to be parked on the taxiway other than in the normal course of airport operations;

8. Lessee shall be required to install and maintain cameras to provide surveillance for the airport. Access to all surveillance tapes and/or other security information shall be available to the police department at any hour.

9. Surveillance is to be maintained in good operating condition and is to operate 24 hours per day.

10. Lessee is to meet security measures as required by the police department and the airport board.

Lessee acknowledges that the premises may not be used for commercial purposes or as a fixed-base operator without Lessee meeting, complying with and obtaining approval for the minimum standards as may exist at that time for such operation. In the event these minimum standards are met, Lessee would need to negotiate a new lease allowing the expanded use of the premises.

VII. CONSTRUCTION - IMPROVEMENTS. Lessee will maintain improvements on the premises as a hangar facility or facilities of not less than _____ square feet.

VIII. OBLIGATIONS OF LESSEE.

A. Lessee agrees to notify the airport manager, in writing, within ten (10) days of its basing, of the registration number of the aircraft and the person(s) responsible for it, including off hours emergency phone numbers, for all aircraft stored on the leased premises.

B. Lessee shall be solely responsible for all costs or charges for utility services required by the Lessee during the term of this lease.

C. Lessee agrees to repair and maintain the demised premises in a reasonably neat, orderly, and safe condition, and free from waste, rubbish, snow, or other hazards throughout the term of this Lease. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, outside the boundaries of the leased areas without prior consent of the Lessor's Airport Manager, except when such equipment or property is in the process of being loaded or unloaded. Should the Lessee fail to repair and maintain the leased premises in proper condition, the Lessor's Airport Manager shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance within ten (10) days after the notice has been sent the Lessor may cause such repair or maintenance service to be made. Lessee agrees to pay all Lessors costs incurred thereby and reimburse Lessor therefore on demand. If said costs and expenses are not paid within fifteen (15) days after demand therefore, this Lease shall be deemed to be in default and the Lessor shall be entitled to all legal remedies provided hereunder, including termination of this Lease.

D. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards, or nuisances on the premises. Should the Lessee fail to remove or abate said hazard or nuisance after notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in paragraph C above.

E. Lessee agrees, at its own expense, to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat and orderly condition at all times, and to perform any necessary mowing, including weed removal around the perimeter of the hanger, to maintain the asphalt for fifteen feet in front of the hangar, and snow removal on the premises during the appropriate periods of the year. The Airport will assist in snow removal when capability and priority permit.

F. Lessee shall not erect, install, or cause to permit to be erected, installed or operated upon the premises herein any sign or advertising device without first having obtained the City's consent thereto as to size, construction, location and general appearance.

G. Lessee shall not have the right to sell or distribute any parts, fuels, oils, or similar products upon said demised premises or upon said airport properties pursuant to this Lease.

H. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the Lessor harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

I. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

J. Lessee agrees to cause to be removed from the premises, at its own expense, all waste, garbage, and rubbish and agrees not to deposit same, except temporarily in connection with collection for removal in Airport designated locations, on any part of the premises or other property of the city constituting the Airport.

K. The Lessee shall provide the City with a copy of the bond to protect mechanics and materialmen as required by Utah Code Ann. §14-1-5 as amended, during the course of construction of any improvements on the leased land.

IX INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify and hold harmless the Lessor, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the Lessor, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the negligent acts or negligent omissions of the Lessee, its officers, agents or employees use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense, and risk all claims or legal actions that may be instituted against either the Lessee or the Lessor, which arise out of the negligent acts or omissions of the Lessee. Lessor may have its own attorney to defend such action, to be paid by Lessee. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the Lessor as a result of any negligent injuries or damages which have resulted from or are connected with this Lease or

the occupancy or use of the demised premises by the Lessee, or its officers, agents, employees or licensees, including reasonable attorney fees.

X. CHAPTER 7.12 SPANISH FORK CITY ORDINANCES. Lessee hereby acknowledges the applicability of Chapter 7.12 Spanish Fork City Municipal Code to this Lease Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said ordinance applies to persons such as Lessee herein, to comply with such ordinance as now in effect or as it may be amended during the term of this Lease or any renewal.

XI. INSURANCE. Concurrent with the execution of this Lease and as partial performance of the obligations assumed under Clause IX, (INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee shall, obtain from a reliable insurance company or companies authorized to do business in the State of Utah, liability insurance in the minimum amount of $1,000,000.00 or such other minimum amount as may be required by the Spanish Fork/Springville Airport Board pursuant to reasonable exercise of its municipal powers.

The above insurance policy or policies shall contain an endorsement which provides that the Lessor is named as an additional insured as it pertains to said leasehold. Lessee shall provide Lessor with written evidence of said insurance at all times this Lease is in effect.

All insurance policies secured by the Lessee providing the coverages which affect the leasehold premises required under this Lease shall require each insurer to notify the Lessor by certified mail of any modification, termination or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination, or cancellation. Notice by the insurer shall be effective upon the receipt of said notice

by the Lessor. In addition to any other requirements of this Lease, the Lessee shall notify the Lessor of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination, or cancellation. Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the Lessor. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Lease; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify, and hold harmless the Lessor hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities, including attorneys fees, caused by or in any manner connected with or attributed to the negligent acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse, or neglect of the premises described herein.

XII PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and aircraft operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

XIII ASSIGNMENT. Lessee shall not assign this Lease, or sublease any part of the premises without prior written approval of the Lessor. Lessor hereby agrees that this Lease may be assigned as security for any loan required by Lessee, provided that such assignment permits Lessee

to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the holder of such security, the Lessor consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this agreement on the part of the Lessee to be performed, except those related to caretaker and security and further provided such proposed assignee shall expressly assume said obligations in writing.

XIV RIGHT OF ENTRY AND INSPECTION. Lessor hereby reserves the right to enter into and upon the leased premises and any improvements thereon at all reasonable times and for all reasonable purposes without prior notice. The airport manager or his designated representative shall exercise this right.

XV RULES AND REGULATIONS. The Lessor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the airport and the public terminal building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety and with rules and regulations of the Federal Aviation Administration with respect to aircraft operations at the airport.

XVI GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

A. During the time of war or national emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended.

B. The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from Lessee.

C. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft. It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of any exclusive rights to Lessee within the meaning of the Civil Aeronautics Act.

XVII LESSOR'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by Lessor, this agreement, shall be subject to cancellation by the Lessor should one or more of the following events occur:

A. If the Lessee fails to pay when due the whole or any part of the amounts agreed upon for rents and charges and such default continues for ten (10) days after the Lessor has demanded payment in writing.

B. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after thirty (30) days written notice from Lessor, then and in such event the Lessor shall have the right at once to declare this contract terminated.

XVIII LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

A. The permanent and complete abandonment of the airport as an aviation facility.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least thirty (30) days.

C. The breach by the Lessor of any terms, conditions and covenants of this agreement to be kept, performed and observed by the Lessor and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

D. The assumption by the United States Government, or any authorized agents of the same, of the operation, control or use of the airport and its facilities, in such a manner as to substantially restrict the Lessee from normal use, if such restriction is continued for a period of ninety (90) days or more.

XIX FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado,

earthquake, strikes, lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Lease.

XX DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake, or any other casualty at any time during the term of this Lease so that the same cannot be repaired within ninety (90) working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the Lessor or the Lessee may, within fifteen (15) working days after the ninety (90) working days after the happening of such casualty, terminate this Lease as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the Lessor be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Lease as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

XXI COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the Lessor or the Lessee commences legal action against the other claiming a breach

or default of this Lease, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

XXII PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XXIII ABANDONMENT. If the Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall be deemed to have been transferred to the Lessor; and the Lessor shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

XXIV AFFIRMATIVE ACTION. The Lessee assures that it will undertake and comply with the program as required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, to insure that no person shall on the grounds of race, creed, color, national origin, sex, or other prescribed ground, be excluded from participation in any employment activities covered in said Title 49. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Lessee assures that it will require assurances from their sub-organizations to provide assurance to the Lessor that they similarly will undertake and comply with the Title 49 programs and laws.

XXV UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated, or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Lease or any applicable law, statute, ordinance, regulation, rule, or order of any governmental agency having jurisdiction thereover.

XXVI NONDISCRIMINATION In the operations to be conducted pursuant to the provisions of this Lease and otherwise in the use of the airport, the Lessee will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, national origin or other prescribed ground, in any manner prohibited by Title 49, Code of Federal Regulations, Subtitle A, Part 21 or any amendments thereto. Lessee shall make its accommodations and/or services available to the public on a fair, reasonable and nondiscriminatory price for each item, article, unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminating discounts, rebates or other similar type of price reduction to volume purchasers. Noncompliance with provisions of this clause shall constitute a material breach thereof; and in the event of such noncompliance, the Lessor shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the Lessor or the United States, either or both said governments shall have the right to judicially enforce said provisions.

XXVII LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

XXVIII WAR OR NATIONAL EMERGENCY. This Lease and all of the provisions hereof shall be subject to whatever right the United States Government has or may have affecting the control, operation, and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. In such event, the parties' obligations to each other under this Lease thereby made inconsistent shall be suspended.

XXIX DEVELOPMENT OF AIRPORT. Lessor reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

XXX AIRPORT FACILITIES. Lessee is hereby granted the nonexclusive right, in common with all present and future users, to the use of such of the Lessor's Spanish Fork/Springville Airport public facilities as are designated by the Airport Manager from time to time. As an incident to all the other uses provided for in this Lease, the Lessee, its employees, authorized representatives, invitees, permittees, licensees, customers, and patrons shall have the right to use all public waiting rooms and public lavatories provided such use shall be in common with others and may be suspended during any period when maintenance, repairs or improvements are being made thereto.

XXXI BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the Lessor) such action shall constitute a breach of this Lease for which the Lessor, at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Lease.

XXXII TAXES AND ASSESSMENTS. Lessee shall pay before delinquency, all taxes, license fees, assessments, and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located, or placed upon the leased premises. The Lessee shall furnish the Lessor with satisfactory evidence of these payments upon demand from the Lessor. Lessee acknowledges that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

XXXIII MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Lease into separate section, paragraphs, and clauses are for the purpose of convenience only and shall not be considered a part thereof.

XXXIV AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

XXXV SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

XXXVI NONEXCLUSIVE RIGHTS. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, of the United States Code.

XXXVII WAIVER OF RIGHTS. The failure of the Lessor to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions, and covenants herein contained.

XXXVIII NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the Lessor and the Lessee shall be addressed as follows:

TO:	LESSOR	TO:	LESSEE	TO:	LESSEE
	Airport Manager		_____		_____
	2050 N 300 W		_____		_____
	Spanish Fork, Ut 84660		_____		_____

XXXIX HOLDOVER. In the event the Lessee shall hold over after the term, or any renewal term, granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Lease in the event Lessee holds over after the term provided in this Lease expires.

XXXX TIME. Time is of the essence of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, in triplicate, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

SPANISH FORK CITY, by

_____ Date: _____
DALE R. BARNEY, Mayor

Attest:

_____
KENT R. CLARK, Recorder

SPRINGVILLE City by,

_____ Date: _____
FRITZ BOYER, Mayor

Attest:

_____ Date: _____
JO EVANS, Recorder

RECOMMENDED FOR APPROVAL

_____ Date: _____
TOM WOODHOUSE, Airport Manager

_____
JAMES ROBINSON, Lessee

ORDINANCE NO. _____

ROLL CALL

VOTING	YES	NO
MAYOR DALE R. BARNEY *(votes only in case of tie)*		
MATTHEW D. BARBER *Councilmember*		
PAUL M. CHRISTENSEN *Councilmember*		
EVERETT KELEPOLO *Councilmember*		
SETH V. SORENSEN *Councilmember*		
CHRIS C. WADSWORTH *Councilmember*		

I MOVE this ordinance be adopted: _____
I SECOND the foregoing motion: _____

ORDINANCE _____

AN ORDINANCE REGULATING HOME OCCUPATIONS

WHEREAS, Spanish Fork City has maintained home occupation business requirements in its zoning ordinance; and

WHEREAS, with the enactment of the new Title 15, Land Use, section of the Municipal Code, it is more appropriate to regulate home occupations under business licenses; and

WHEREAS, with the telecommunications ability of a modern society a number of people have the ability and desire to work from home including running businesses from home; and

WHEREAS, it is an economic benefit to the City to allow people to run businesses from home as long as the residential character of the neighborhood can be protected and maintained and

neighboring property values protected;

NOW THEREFORE, be it ordained and enacted by the Spanish Fork City Council as follows:

I.

Chapter 5.40 Home Occupations of the Spanish Fork Municipal Code is hereby enacted as follows:

Chapter 5.40 Home Occupations

5.40.010 Authorized

Home Occupations are allowed in all of the residential zones of the City upon strict compliance with the requirements and conditions of this chapter.

5.40.020 License Required

Any person desiring to operate a home occupation must obtain a home occupation business license, paying all applicable fees. Each distinct home occupation requires a separate business license. Compliance with all local, state, and/or federal laws pertaining to the particular home occupation is required to maintain the license.

5. 40.030 Fees

The base fee for a home occupation business license shall be $35.00 per year, or any part thereof, plus the cost of any inspections which may be required. The license shall expire December 31st of each year. Licenses should be renewed by January 1st of each year. If not renewed by the end of January, a $10.00 late fee shall also be paid in order to renew the license.

5.40.040 Conditions

The following conditions must be met in order to obtain and keep a home occupation

business license:

1. The home occupation must clearly be incidental to or secondary to the residential use of the dwelling unit;
2. The business must be conducted only by a resident or residents who reside at the dwelling;
3. The business occupies not more than 15% of the total floor space of the dwelling unit and in no event more that 300 square feet, except for day care centers and pre-schools;
4. No more that two nonresident patrons are permitted to be at the dwelling at any one time by reason of the home occupation;
5. The business has no more that one commercial delivery vehicle a day coming to the dwelling related to the home occupation;
6. The business produces no offensive noise, vibrations, smoke, dust or other particulate matter, odors, heat, humidity, glare, electrical interference, or other objectional effects beyond the boundaries of the property;
7. Vehicles or equipment may not be used for the primary purpose of advertising the business at the site of the home occupation. One name plate or identification sign no larger than 18" by 24" is allowed on site, so long as it is located within five feet of the building.
8. The business may not have exterior displays nor display goods which are visible from the outside, nor otherwise store materials, inventory, or equipment outdoors;

9. The business may not include such uses as automotive repair, commercial welding, body shop, spray painting, industrial uses, commercial stables or kennels, repair of major appliances such as washers, refrigerators, ranges, etc., or other similar type uses which are not compatible with a residential neighborhood, as determined in the sole discretion of the City Planner.

10. No structural alterations to the building may be made to accommodate the business, which are not customary for a residential structure.

11. The business shall comply with all safety codes, including fire, building, plumbing, electrical, or others which may be applicable.

12. No process can be used which is hazardous to the public health, safety, morals, or welfare.

13. If the applicant rents or leases the property where the home occupation is intended to be conducted, the applicant must provide a letter of consent from the property owner.

14. No visitors or traffic in conjunction with the home occupation shall be permitted between the hours of 9:00 p.m. and 7:00 a.m.

5.40.050 Penalty

Any person operating a business in a residential zone without obtaining a business license and complying with the requirements and conditions of this chapter is guilty of a Class C misdemeanor for a first offense. Subsequent offenses shall be a Class B misdemeanor. Each day of operations without a business license shall be considered a separate offense.

II.

This Ordinance shall become effective 20 days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this _____ day of _____, 2004.

_____
DALE R. BARNEY, Mayor

ATTEST:

_____
KENT R. CLARK, City Recorder

F:\ORDBOOK\ORD----

MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: **October 5, 2005**

TO: **Mayor Barney and City Council**

FROM: **Richard J. Nielson, Assistant Public Works Director**

RE: **Questar Gas Easements**

Questar gas has requested that Spanish Fork City grant easements for existing gas service lines located at the airport and at the Cemetery #2 Well. I have reviewed these easements and recommend that the City Council authorize the Mayor to sign the easements.

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2889span.cc; RW01

Space above for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

UT 20419

SPANISH FORK CITY, a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

> Beginning at a point West 2,072.69 feet and North 290.06 feet from the West Quarter Corner of said Section 12, said point being on edge of an existing Questar Gas Company right-of-way; running thence North 47°42'05" 31.10 feet; thence South 31°00'17" West 25.13 feet to the edge of an existing Questar Gas right-of-way.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

SPANISH FORK CITY

ATTEST:

_____ By:_____

City Clerk Mayor

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 20___ personally appeared before me_____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council or its Bylaws.

_____

Notary Public

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2401span.cc; RW01

Space above for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21032

SPANISH FORK CITY, a municipal corporation of the State of Utah, Grantors, do hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement (referred to in this Grant as the "Easement") 20.00 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following-described land and premises situated in the County of Utah, State of Utah, to-wit:

> Land of the Grantor located in Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

> Beginning at a point North 196.58 feet and West 1,927.75 feet from the East quarter corner of said Section 12, said point being on the Westerly line of an existing Questar Gas Company right-of-way; running thence South 26°45'05" West 39.21 feet; thence South 00°36'39" West 85.19 feet; thence South 87°31'33" West 40.17 feet; thence South 00°00'09" West 329.62 feet.

TO HAVE AND TO HOLD the same unto said Questar Gas Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the

successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee. It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20___.

SPANISH FORK CITY

ATTEST:

_____ By:_____

City Clerk Mayor

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 20___, personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____ _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council, and said _____ and _____acknowledged to me that said corporation duly executed the same.

_____

Notary Public

WHEN RECORDED MAIL TO:
Questar Regulated Services Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2213span.cp; RW01

Space above for County Recorder's use

RIGHT-OF-WAY AND EASEMENT GRANT

UT 21069

SPANISH FORK CITY, a minicipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

> Land of the Grantor located in Section 19, Township 8 South, Range 3 East, Salt Lake Base and Meridian;
>
> Beginning at a point which is located North 1,494.55 feet and East 2,608.77 feet from the Southwest quarter corner of said Section 19, said point being on Grantor(s) North property line; running thence South 00°24'59" West 362.22 feet; thence South 89°34'53" East 15.00 feet; thence North 00°25'07" East 362.22 feet; thence North 89°33'28" West 15.02 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20___.

Spanish Fork City

By:_____

Its:_____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 20___ personally appeared before me_____ _____, who, being duly sworn, did say that he is the _____ of _____, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council or its Bylaws, and said _____ acknowledged to me that said corporation duly executed the same.

_____
Notary Public

SPANISH FORK POLICE DEPARTMENT
MEMORANDUM

DATE: August 30, 2005
TO: Mayor, City Council, City Manager
FROM: D. Rosenbaum
SUBJECT: Update: New Program we have implemented re: missing person's

I just wanted to make you aware of a new program we have joined. I'm sure we will be having to us it and I wanted you to be aware of what it is in case you are approached by someone in the community about it. We became aware of it through some training we attended. I observed a short segment of a local news channel a few weeks ago where Salt Lake County used the program.

It is called "A Child is Missing" (ACIM). It is based out of Florida and is funded through a federal grant from the "Office of Juvenile Justice and Delinquency Prevention" along with some private donations. There is no cost to law enforcement agencies to use this resource.

Basically, through the telephone system, we can have a message sent out to hundreds of residences is a short time and to a designated segment of town based upon a geography-based program. This will mostly pertain to young children and elderly people that have wandered away from home.

Instead of recapping the program I have attached a sheet that does a good job reviewing what this program does and how it is activated by law enforcement. There is also a Q and A sheet attached.

This is not the "Amber Alert" program. Amber Alert is for kidnaping. ACIM is for lost/missing people.

West Valley Police department has utilized this program. I have spoken with them, they are very happy with the program and have had positive feedback from their citizens.

We will be training our officers at a department meeting on Thursday, Sept. 1st. Hopefully we won't need to use it for a while.

We all wish we didn't need something like this however, we get a lot of children and a few older people (usually with Alzheimer's), reported missing each year so this may become a very valuable resource.

Officers
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William Spiker, President
David Lindemann, Vice President
Barry Mowell, Secretary
Edwin Mena, Treasurer

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Chief Jerry Blough-FL
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E. Greg Ellis - WA
Chief Lawrence Faragher-FL
Howard Forman-Clerk of Courts-FL
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Georgia Sheriff's Association-GA
George La Moureaux-Climb for America's Children-AK
Chief Steven List-FL
Director John Lucking-AK
Peggy Nordeen-Starmark-FL
Terry Peaks-Director of Ohio's Missing Children's Clearinghouse-OH
William Pruitt-Govt. Liason-FL
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Honorable E. Clay Shaw-FL
Chief Anthony J Silva-RI
Chief Mel Standley-FL
Chief Thomas Streicher, Jr.-OH
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Texas Law Enforcement – TX
Utah Law Enforcement - UT
Vermont Law Enforcement –VT
Washington Law Enforcement – WA
West Virginia Law Enforcement-WV

500 S.E. 17th Street #101
Fort Lauderdale, FL 33316
Tel: 954-763-1288
888-US5-ACIM
Fax: 954-763-4569
www.AChildIsMissing.org
info@AChildIsMissing.org

Every 40 seconds a child is reported missing in the U.S.

1,000 telephone alert calls placed in 60 seconds can help save a life.

Since 1997, A Child Is Missing has been providing law enforcement with its first responder program. ACIM's rapid response telephone system alerts residents in a targeted area about a missing child, elderly person (suffering from Alzheimer's), and mentally challenged or disabled individual. This program is available to all 50 states. , We are currently established in FL, RI, AK, OH, GA, NV, IN, OK, MI, WV, AL, MA, NH, ME, VT, TN, UT, TX, SC, IL, CA, PA, and WA.

The A Child Is Missing program is given to law enforcement at ***no cost***. Financial support is obtained through state and federal funding, grants, fundraisers, sponsors and optional donations from law enforcement.

Only law enforcement can activate the program.

It works like this: An officer calls A Child Is Missing, operating 24/7-365, providing pertinent information about the missing person, including description, clothes worn, and time/place last seen.

An ACIM technician records an individual alert message, which is phoned out to the area where the child was last seen. With its high-tech telephony, A Child Is Missing can place up to 1,000 calls in 60 seconds. There is a 98 percent listen rate by residents or businesses answering phones. Call recipients are asked to call police with any information they have about the missing person.

Since 1997, A Child Is Missing has received more than 10,000 calls for assistance from law enforcement and has placed over 11 million alert calls to residents.

A Child Is Missing works in concert with Amber Alert and all child safety programs.

ACIM is the only program of its kind in the country.

The ACIM program should not be confused with the Amber Alert, which is designed for stranger abductions, geographically removed from area of disappearance.

ACIM has very few restrictions and can be activated by one simple phone call.

Law enforcement needs no special equipment or personnel to activate ACIM

In the past 39 (06/07/05) months, law enforcement has credited ACIM with 100 successful recoveries. The case follow-up sheets have documented this. The average recovery time has been 90 minutes from placing alert calls.

ACIM stands ready 24/ 7, 365 days to assist law enforcement agencies large and small, in the search/early recovery procedure.

Please visit the A Child Is Missing website: www.achildismissing.org,

How the program works

Parent → 911 (Police) ACIM → Phone Calls to Residents → Leads back to SO/PD's
6/05

"This project was supported by Grant #2003-JS-FX-0026 Awarded by the Office of Juvenile Justice and Delinquency Prevention, Office Of Justice Programs, U.S. Department of Justice".

MOST FREQUENTLY ASKED QUESTIONS

1. **How does the program work?** Law enforcement calls ACIM, with description and location where the person was last seen. That information is loaded into the computer and the calling area is determined. An individually recorded message is then phoned to the area. Best results are within the first two hours of disappearance, but can be successful if elapsed time is longer.
2. **Who activates the program?** Only law enforcement activates the program. If private individuals call, ACIM checks with the local police department to see if the case is legitimate.
3. **Who is the program primarily used for?** Children up to the age of 18, who are lost, wander away, run away or abducted. Mentally/physically challenged, elderly (Alzheimer's), missing college students & in a coma. Crimes involving a child.
4. **Who pays for the program?** The program is free to law enforcement. Funding comes from corporations, foundations, individuals, grants, fund-raising events, federal and state funding, and forfeiture funds.
5. **Calling Hours:** 24/7, 365 days. Calls are made between 7:00 a.m. and 9:00 p.m. unless there are extenuating circumstances. Law enforcement determines if calls are to be made after 10:00 p.m.
6. **Where do you get your database?** Our service provider provides the database. The phone numbers are updated quarterly. We don't have unlisted numbers. Unlisted and cell phone numbers can be registered at our website.
7. **How long has ACIM been serving law enforcement?** Since January 1997.
8. **What is the tax designation of A CHILD IS MISSING?** Registered as a 501 (c)(3) not-for-profit organization.
9. **Does a law enforcement agency need additional phone lines or a person assigned to the program?** NO.
10. **What is needed to use the "missing" program?** A letter from the chief/sheriff stating you wish to participate in the program is requested. If an agency has a missing case and has not yet sent in a letter of participation, they can still activate the program.
11. **To use the Sexual Predator Program?** A letter of authorization stating that ACIM is designated as a registered agent for the agency if your state laws allow for such notifications on sexual predators. No case will be done without a written letter of authorization on file and follow the proper procedures.
12. **Video Tape use:** Training Sessions, Community Meetings & Media. There are no restrictions.
13. **When & where are training sessions held?** ACIM tries to accommodate multiple agencies in the sessions to maximize coverage. Single agency sessions are scheduled at the convenience of the agency and ACIM. One-on-one phone sessions with Field Training Officers are available.
14. **Who attends training sessions?** Sheriffs, Chiefs, Officers/Deputies, PIO's, communications, detectives, rescue teams
15. **Can a law enforcement agency, which has not had training use the program?** Yes. If your agency has not had training and you have a missing case you can call for help. However, to utilize the sexual predator alert, a letter of designation must be on file.
16. **How often should agencies show the training video?** At least twice a year at roll call.
17. **Can messages be created in multiple languages?** Yes.
18. **Can more than one case be processed at a time?** Yes.
19. **Is there an 800 / toll-free number for calling into ACIM?** Yes, 888-US5-ACIM (875-2246)
20. **If for some reason you can't get through on the 888 Number?** Call the pager 954-492-4778.
21. **Who records the message?** ACIM technicians record the message that goes out to the public. All replies are directed back to the agency at the number provided by the reporting officer.
22. **Does ACIM active the Amber Alert?** ACIM does not activate the Amber Alert.They work in tandem with the program.

23. **Does ACIM contact the Media?** No, your public information officer would do this.