



CITY COUNCIL MEETING

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 October 3, 2006**.

AGENDA ITEMS:

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

- a. Pledge

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.

3. COUNCIL COMMENTS:

4. 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 – August 15, 2006](#)
- b. [Cell Tower Lease with Cingular](#)
- c. [Development Agreement with MitchCO properties](#)
- d. [1000 East Curb Gutter & Sidewalk Contracts](#)

5. NEW BUSINESS:

- a. [Establishing a Community Standard – Rosemary Jarman](#)
- b. [Land Lease Agreement for Electric Substation with State of Utah](#)
- c. [Industrial Revenue Bond with American Leadership Academy](#)
- d. [Parks & Recreation Committee Report](#)
- e. [Impact Fee Training](#)

6. OTHER BUSINESS:

- a. [Executive Session If Needed – To be Announced in the Motion](#)

ADJOURN:

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 executive meeting for any of the purposes identified in that Chapter.

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 798-5000.

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Tentative Minutes
Spanish Fork City Council Meeting
August 15, 2006

Elected Officials Present: Councilmember's Matthew D. Barber, G. Wayne Andersen, Seth V. Sorensen, Chris C. Wadsworth, Steven M. Leifson, and Mayor Joe L Thomas was excused.

Staff Present: Dee Rosenbaum, *Public Safety Director*; Junior Baker, *City Attorney*; Richard Heap, *Public Works Director*; Dave Anderson, *City Planner*; Dave Oyler, *City Manager*; Seth Perrins, *Assistant City Manager*; John Bowcut, *SFCN*; Kent Clark, *Finance Director*; Kim Robinson, *Deputy Recorder*

Citizens Present: Matthew Bone, Phillip Bone, Anne Brierley, Joseph Brierley, Cazy McConnell, Steven Smoot, Marylou Bown, Troy Bown, Keith Lyman, Kevin Lyman, Glenda Lyman, Jeremy Twitchell, Cliff Hales, Marlin Huff, Diane Butler, Curtis J. Butler, Mike McCormick, David Grotegut, James Nielson, Brock Tew, Grant Tew, Pat Parkinson, David Olsen, Vic Deauvono, Dave Cloward, Steve Day

CALL TO ORDER

Councilman Barber called the meeting to order at 6:00 p.m.

PLEDGE

Councilman Leifson lead in the pledge of allegiance.

PUBLIC COMMENTS

Pat Parkinson

Ms. Parkinson asked about the turn lane on the East end of Canyon Road. She wanted to know if anything has been done to fix the traffic problem.

Mr. Heap said he would check with UDOT and Richard Nielson. He will let Ms. Parkinson know by the first of the week what is happening.

PUBLIC HEARING

Councilman Sorensen made a **motion** to open the public hearing at 6:05 p.m.

Councilman Andersen **seconded** and the motion **passed** all in favor.

Spanish Springs Business Park

Mr. Anderson explained the preliminary plat proposal for the Spanish Springs Business Park.

Councilman Barber asked for public comment regarding this agenda item.

There was no public comment given at this time.

46 Councilman Wadsworth asked what type of businesses they were planning to locate in
47 this project area.

48
49 Mr. Anderson said the permitted uses in this zone can be anything from Professional
50 Office to Manufacturing.

51
52 Councilman Andersen noted there were a number of conditions recommended by the
53 Planning Commission and the Development Review Committee.

54
55 Mr. Anderson stated the developer has expressed no concern meeting the conditions

56
57 Councilman Sorensen made a **motion** to approve the proposed Preliminary Plat for
58 Spanish Springs Business Park. Councilman Wadsworth **seconded** and the motion
59 **passed** all in favor.

60
61 **Staker Parsons**

62 Mr. Anderson explained the proposed change to the General Plan, changing it from an I-1
63 zoning to an I-2 zoning designation. They propose construction of an enclosed concrete
64 batch plant. Staff has received written comments expressing the concerns of the adjacent
65 property owners. Mr. Anderson handed out a letter submitted by an adjacent property
66 owner.

67
68 Steve Day

69 Mr. Day gave a presentation explaining the proposed project.

70
71 Councilman Barber opened this agenda item for public comment.

72
73 Councilman Barber commented that the Mayor has received calls regarding the posting
74 and noticing requirements and expressed that it be more noticed.

75
76 Dave Cloward

77 Mr. Cloward is an adjacent property owner and owns approximately 16 acres. He
78 expressed his concerns, he found out about the meeting tonight without receiving
79 notification. It made it hard for him to develop his thoughts. He asked if there were any
80 property owners that are adjacent and don't know about this proposal. One of his
81 concern's is the added traffic and congestion on the road, going North to 2700 there are
82 no lights and he doesn't see how it can accommodate the traffic.

83 His next concern is he feels it is not the best use for the property. They have tried to get
84 heavy equipment sales and auto sales to locate there helping maximize the value of the
85 area. Having those types of sales would also be an advantage to the City because sales
86 will generate more sales tax revenue.

87 His third concern is the dust. He appreciates the efforts Staker Parsons are taking but does
88 not feel this type of business can contain the dust and it will end up on the areas nearby.
89 His final concern is that they have had interested buyers for their property over the years
90 but have always looked to see what direction the City would like to take that area in the

91 future. He does not feel it is the direction they want to see this go and he hopes the
92 Council does not approve the proposal at this time.

93

94 Kevin Lyman

95 Mr. Lyman owns Smith Auto, and property almost adjacent to the property up for
96 proposal. His family has been in business in Spanish Fork for 82 years. He feels his
97 family has been true to Spanish Fork City. He feels there needs to be more notice given
98 of what's going on around him. They moved their business to that area before anyone
99 else was located there. He feels he took the initial leap and built in that area.

100 One of his concerns is the dirt piles are not enclosed and they will lose dirt from the wind
101 and it will end up on his cars. He is also concerned about the traffic and congestion. He
102 does not feel the city can afford more traffic and mixers on those roads in that area. He
103 also said businesses cannot survive around batch plants and gave the area in Springville
104 as an example. He feels the city needs the plant, but that it not be built right by the
105 freeway. He requested if the Council can't turn this item down that they table it and go
106 tour the area and what it is like during traffic hours. He asked that the Council get more
107 information before they make any decisions.

108

109 Keith Lyman

110 Mr. Lyman pointed out they will be bringing the sand and gravel in using long trucks. He
111 feels there is no way they can make the turns down there and stay in their lanes and that
112 is a big concern.

113

114 Pat Parkinson

115 Ms. Parkinson does not have an opposition to this project. She explained that where they
116 are currently located there have not been any problems. It seems to her that if the City has
117 approved the project she feels it is a reasonable proposal.

118

119 Kevin Lyman

120 Mr. Lyman asked why the city has to have the project by the freeway, they will make the
121 same amount of money no matter where they build and no one wants to locate on the
122 property next to a cement plant.

123

124 Councilman Sorensen said they have to look at what is already located there which is a
125 sewer treatment plant and City storage lands he feels it is the same type of use as the
126 proposed project. He feels the value of the property will not be affected.

127

128 Mr. Lyman said a trailer sales place has purchased the property adjacent to this proposal.
129 He figures if the owner would have known a batch plant was going in he would have not
130 bought the property.

131

132 Councilman Barber stated he hopes the noticing process can be made better.

133

134 Councilman Andersen said there are notices on the property for days before the meeting.

135

136 Discussion was made regarding road accesses and the usage of the trucking site.

137

138 Mr. Lyman feels there are better places to put this project.

139

140 Mr. Anderson said the notices are given on the property, and to property owners within
141 300 feet. He also called a couple of the property/business owners in the area to notify
142 them about the meeting.

143

144 Councilman Wadsworth asked if the traffic going north up to the overpass in Springville
145 was crowded like the south end.

146

147 Mr. Heap said there are two ways to get to Springville from Main Street and the Frontage
148 Road. One of the major problems they have at the off ramp is the design.

149

150 Councilman Wadsworth asked that there be a study conducted to see what traffic is like
151 in the area.

152

153 Mr. Heap said he felt there would not be much of a change to the existing traffic issues
154 with the additional usage.

155

156 Dave Grotegut

157 Mr. Grotegut commented on the notification process. He explained he was involved with
158 an annexation and wasn't given notification.

159

160 Dave Cloward

161 Mr. Cloward stated there is a lot of traffic and feels the size of the vehicles is causing a
162 lot of the traffic problems. He feels there needs to be a study done. He's worried it will
163 turn into the same problems as Cal Pac Avenue.

164

165 Joseph Brierley

166 Mr. Brierley said there is ugliness in that area and stated they should not extend the
167 problems clear to the freeway. There is a heavy equipment company that could
168 potentially locate there.

169

170 Steve Day

171 Mr. Day responded to the comments made. They feel it is worth paying the premium
172 price for the frontage property to be in that location especially for their landscape center.
173 He said if the studies are done and they need to mitigate traffic they can do so. He also
174 noted there are new businesses by several batch plants that they own. He also stated they
175 will be a clean neighbor. They are at a point they need to move forward with this project.
176 He appreciates the concerns addressed and feels they can all be resolved.

177

178 Councilman Andersen commented on the amount of road usage the trucks will take when
179 they are hauling supplies into the plant. He expressed concern with the trucks making
180 turns off the Spanish Fork exit.

181

182 Councilman Barber said he would like to see some of the other sites located in industrial
183 park areas.

184
185 Councilman Andersen said he was not comfortable voting on this item at this time and
186 would like more time to explore the issues.

187
188 Councilman Sorensen feels this is something that deserves some more time.

189
190 Councilman Wadsworth would like to spend more time on the property and researching
191 the potential issues.

192
193 Mr. Maxfield said they have looked at the property and have lots of reasons why they
194 want to locate there.

195
196 Councilman Leifson made a **motion** to table the Staker Parsons General Plan
197 Amendment and extend the public hearing to September 5, 2006. Councilman Andersen
198 **seconded** and the motion **passed** all in favor.

199
200 **Property Tax Increase**

201 Mr. Clark gave a presentation explaining the property tax increase and how it works. He
202 said this is the first time the City has raised the taxes since he has worked here. The
203 notice was published and it does meet the requirements for noticing. It was published on
204 August 2nd, and 9th in the Daily Herald. Staff felt it important to give notice to not only
205 the residents of Spanish Fork but also the property owners and that is why it was posted
206 in the Herald.

207
208 The Council wants the average home to pay the same amount of property taxes that they
209 have paid this last year and not more.

210
211 He stated the Certified Tax Rate has declined this year. Spanish Fork City still has the
212 lowest Certified Tax rate in Utah County.

213
214 Councilman Wadsworth asked that the presentation be made available on the website at
215 www.spanishfork.org

216
217 Councilman Barber opened this agenda topic for public comment.

218
219 Joseph Brierly

220 Mr. Brierley feels that the bare minimum has been done to notify the citizens. He
221 commented in the Spanish Fork Press when the Mayor spoke he did not mention any of
222 these changes. He feels there should have been more said. He feels this should be a vote
223 on the ballot for the citizens to decide.

224
225 David Olsen

226 Mr. Olsen said there was not enough information for citizens to make a determination. He
227 looks at people on fixed income and those struggling. He feels that to talk about a tax

228 increase will hurt the citizens, with the price of gas and inflation going up. Do not raise
229 his taxes he said. He feels the police station is the wrong direction for the city to go. He
230 feels Spanish Fork is one of the best run cities. Do not raise the taxes he stated again,
231 people are trying to survive and now they have to come up with more money and he
232 thinks it is the wrong direction to go. The City is growing and he feels there should be
233 sufficient funds to cover these projects. He said he understands that we need these
234 facilities.

235

236 Marylou Bown

237 Ms. Bown seconded the comments made by Mr. Olsen.

238

239 Pat Parkinson

240 Ms. Parkinson understood some of the presentation, she understands that the last raise
241 was done and the amount should go down for the police and court building. She would
242 like the Council to identify the cost and when it's paid for that they remove the increase
243 from the taxes.

244

245 Mr. Clark stated that the last amount was a General Obligation (GO) Bond when it is
246 complete it is removed. The Council can decide with this new rate in the future and lower
247 it when it is paid off.

248

249 Councilman Barber clarified that the amount collected will not pay for the bond it will
250 only go towards the bond payment.

251

252 Mr. Clark stated the Councils purpose is to have owners not pay more taxes then they did
253 last year for the cities portion.

254

255 Councilman Sorensen stated they do not want to charge anyone anymore money to live in
256 Spanish Fork, but we do need a new facility. The other reason they are looking at
257 building the building is the opportunity to partner with the State. The State has intent to
258 pay a portion of the bond. He does not want to have to pay anymore than he has to either.
259 They will not be taking anymore then they did last year even though property values have
260 increased.

261

262 Councilman Wadsworth said the Council all agrees that we need a new facility, there are
263 citizens that went out and did the research. They found we need a new police court
264 building. He would prefer to have a GO bond and to put it to the public for a vote. He
265 then explained the Council has tried to keep the dollar amount paid by the citizens the
266 same and not have it go up more than last year.

267

268 Mr. Clark explained the decision chosen was the option that has the least impact on the
269 citizens, which was the Council's goal. He also explained that the notice verbage is laid
270 out in State Law.

271

272 Councilman Wadsworth asked the citizens for ideas on how would be a better way to
273 fund the police court building.

274

275 David Olsen

276 Mr. Olsen stated that he does not know what would be a better way to fund the building,
277 but he has spoken with ½ a dozen people on fixed income that are having a hard time.

278

279 Councilman Andersen stated that he has a hard time with citizens saying they represent
280 people. He has gone to the senior citizens and their comments have been that they are
281 paying this amount, they can keep paying the same amount they just can't have it go up.
282 Not having to pay more is the Council's intent at this time.

283

284 Mr. Olsen wants the Council to be responsible. He doesn't want the Council to spend
285 their money without due consideration. He does not want a tax increase. He does not
286 want a dime increased to spend more money.

287

288 Councilman Sorensen replied that this has not been taken lightly. They have explored
289 hundreds of different options. They do not want to charge people anymore than they have
290 charged in the past to live here. They all want to make sure that money is not spent
291 inappropriately and they do not want to charge more. He said their intent is not to keep
292 the citizens in the dark, the Council wants to make this as open as possible. Part of the
293 reason they chose to do this is to receive the State funds for this project. They did not
294 want to add another tax and the comment and feedback of everyone he talked to was they
295 were in favor of this building. He represents those people and he makes the decision for
296 them.

297

298 Mr. Olsen feels the citizens deserve more than what is on the handout sheet to understand
299 exactly what the Council is proposing.

300

301 Councilman Andersen stated the Council takes the citizens money very seriously, they
302 have met to put this whole thing together and to make this cost efficient. He guarantees
303 they are doing everything they can to hold that responsibility.

304

305 Councilman Wadsworth asked how the GO bond would affect this project.

306

307 Mr. Clark said State Law only allows a GO Bond vote at a certain time of the year. He
308 explained they have missed the deadline for this years election.

309

310 Councilman Barber stated this comes down to two things, the fact that Spanish Fork has
311 the lowest property taxes and offers the best services. As an elected official since the GO
312 bond was on there he feels it has come off and should stay off. Second he does not feel
313 this is about the police court building because there is not a dollar amount and there will
314 not be a payment due this year. He feels this should happen next year.

315

316 Mr. Clark stated they need to note the time value of money, a year from now they could
317 be paying a higher interest rate. He stated that the funds will be put towards wherever the
318 Council puts it in the budget.

319

320 Councilman Andersen made a **motion** to increase the certified tax rate to .001165
321 Councilman Sorensen **seconded** and the motion **passed** by a roll call vote Councilman
322 Barber voted NAY.
323
324 Councilman Sorensen made a **motion** to close the public hearing at 8:07 p.m.
325 Councilman Leifson **seconded** and the motion **passed** all in favor.
326
327 Councilman Sorensen suggested moving agenda items “I”, “J”, and “K” into the consent
328 items.
329
330 Councilman Sorensen made a **motion** to approve the consent items including items
331 i. Airport Boundary Line Agreement, j. Parking Ordinance Amendment, and k.
332 Unattended Child Ordinance. Councilman Leifson **seconded** and the motion **passed** all in
333 favor.
334
335 **NEW BUSINESS**
336 **Adoption of FY 2007 Budget**
337 Councilman Sorensen made a **motion** to adopt the FY 2007 budget. Councilman Leifson
338 **seconded** and the motion **passed** by a roll call vote. Councilman Wadsworth voted Nay
339 and stated he voted Nay for the same reasons he voted Nay before.
340
341 **Sunny Ridge Plat A Extension**
342 Mr. Simpson commented on the project.
343
344 **Connectors Agreement for the Bridge**
345 Mr. Simpson stated there were a few minor changes to the agreements he would like
346 wording added that they install a “utility” bridge not just a bridge.
347
348 Mr. Baker said the wording would be changed.
349
350 Councilman Andersen made a **motion** to accept the utility bridge connectors agreement.
351 Councilman Sorensen **seconded** and the motion **passed** all in favor.
352
353 **Connectors Agreement for Utilities**
354 Mr. Simpson said there are some issues with the utilities. Mr. Baker stated the city will
355 do their best to assist in collecting the debt for the utilities installation.
356
357 Councilman Leifson made a **motion** to accept the connectors agreement for utilities.
358 Councilman Wadsworth **seconded** and the motion **passed** all in favor.
359
360 **SFCN Sports Programming Changes**
361 Mr. Bowcut gave a presentation regarding the change to the channel lineup. He explained
362 that to be able to watch all of the BYU and U of U games they must add some channels.
363 The bulk of the cost is to add the Mountain channel. He proposes they add it to the
364 expanded basic package. It is by contract that they can add the Mountain channel to the
365 expanded basic package.

366
367 Councilman Leifson made a **motion** to proceed with the contract and allow SFCN to sign
368 the contract. Councilman Sorensen **seconded** and the motion **passed** all in favor.

369
370 **Animal Shelter Board Member**

371 Mr. Baker explained the Council needs to appoint an elected official to the board.
372 Councilman Leifson volunteered to serve on the board.

373
374 Councilman Sorensen made a **motion** to appoint Councilman Leifson to the Animal
375 Shelter Board. Councilman Barber **seconded** and the motion **passed** all in favor.

376
377 **Spanish Trails Preliminary Plat Extension**

378 Mr. Baker explained the ordinance states the Council can extend the preliminary plat up
379 to six months.

380 Councilman Sorensen made a **motion** to extend the plat up to six months from today for
381 the Spanish Trails Preliminary Plat. Councilman Wadsworth **seconded** and the motion
382 **passed** all in favor.

383
384 **Oak Ridge Cove Preliminary Plat**

385 Councilman Wadsworth made a **motion** to table the Oak Ridge Cove preliminary plat to
386 the September 5, 2006 Council meeting. Councilman Leifson **seconded** and the motion
387 **passed** all in favor.

388
389 **Executive Session**

390 Councilman Anderson made a **motion** to go to executive session for land use issues at
391 8:34 p.m. Councilman Leifson **seconded** and the motion **passed** by a roll call vote all in
392 favor.

393
394 Councilman Barber reconvened the regular meeting back to order at 8:48 p.m.

395
396 **Property Exchange**

397 Councilman Sorensen made a **motion** to approve the property exchange contract.
398 Councilman Wadsworth **seconded** and the motion **passed** all in favor.

399
400 Councilman Andersen stated there was discussion tonight on being responsible for the tax
401 payers money. He explained the city has looked at a property exchange with Mr.
402 Deauvono and will be able to locate the police/court building on a future campus style set
403 up. Plus there will be a nice development built by the golf course that will benefit all the
404 citizens of the City. He appreciates all the effort from staff and Mr. Deauvono to make
405 this happen.

406
407 Mr. Deauvono added that this is no dollar cost to the citizens and his company is also
408 giving a donation to the City. He feels this is a win-win for the citizens, staff, elected
409 officials, and as the developers.

410

411 Councilman Wadsworth made a **motion** to adjourn the regular meeting at 8:53 p.m.
412 Councilman Leifson **seconded** and the motion **passed** all in favor.

413

414 ADOPTED:

415

416

Kimberly Robinson, Deputy Recorder

DRAFT

Market: Salt Lake City
Cell Site Number: SLKCUT4071
Cell Site Name: Spanish Fork Canyon
Fixed Asset Number: 10115098

UTAH OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Spanish Fork City, A Municipal Corporation of the State of Utah, having a mailing address of 40 S Main Street, Spanish Fork, UT 84660 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071(hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Township 9S, Range 3E, Section 12, in the County of Utah, Parcel # 290550008, State of Utah (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 2500 square feet including the air space above such ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$ 1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$ 1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property as described on Exhibit "1" hereto (the "**Surrounding Property**"), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the

Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Eight Hundred Fifty and No/100 Dollars (\$ 850.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly rent will increase by four percent (4%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Title, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 23(j) Severability of this Agreement.

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will

suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of

or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. If the interruption is for an extended period of time, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications

equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by

reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

“LANDLORD”

Spanish Fork City, A Municipal Corporation of the State of Utah

By: _____
Print Name: _____
(Title)Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT 1

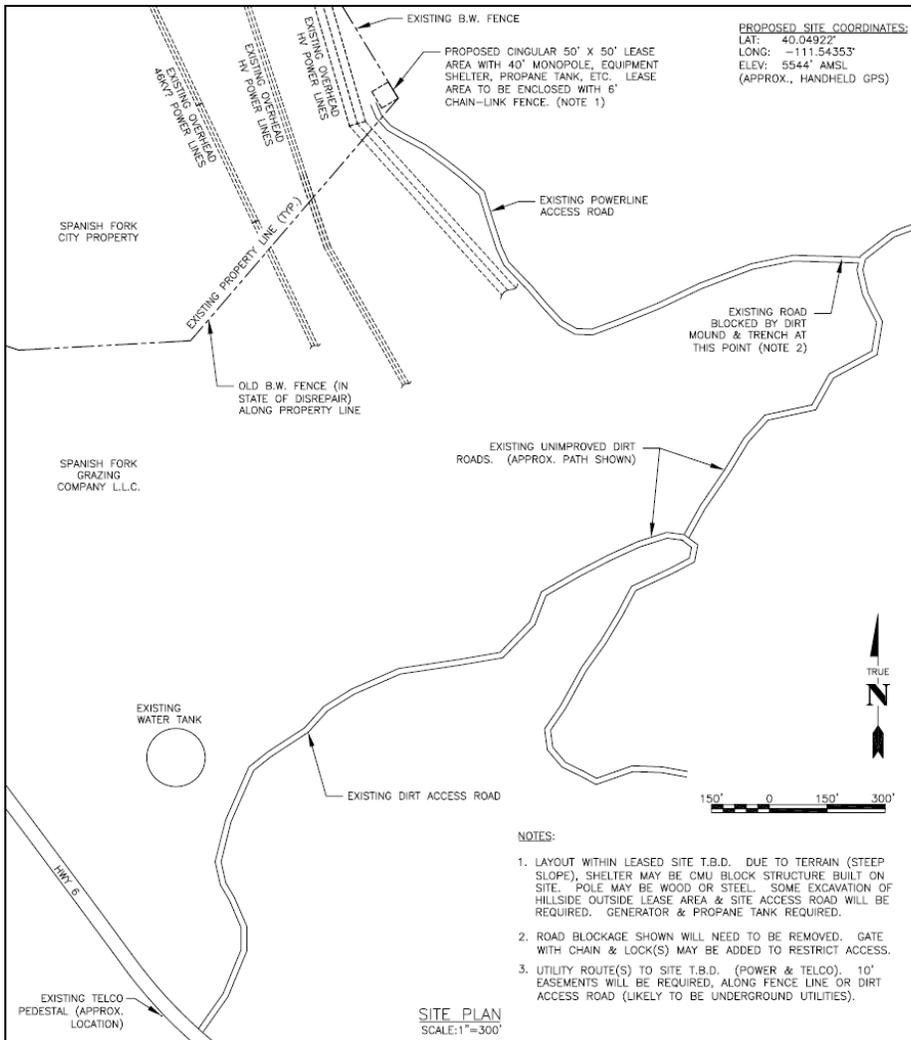
DESCRIPTION OF PREMISES

Page 1 of 1

to the Agreement dated _____, 2006, by and between Spanish Fork City, A Municipal Corporation of the State of Utah, having a mailing address of 40 S Main Street, Spanish Fork, UT 84660 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "**Tenant**") **The Property is described as:**

Beg. at a point 3386' N & 2996' W of the SE Cor. Sec 12, T9s, R3E, SLB&M; thence N 14*17' E 760 ft; th N 4*10' E 246 ft; th n 1*25' S 287 ft; th N 13*52' W 158ft; th N 25*25' E 93 ft; th N 23*17' W 89 ft; th N 85*00' E 476 ft; th S 31*09' E 1298 ft; th S 40*27' W 830 ft; th S 86*51' W 446 ft; th N 71* 12' W 337 ft to the beginning & Containing 34.5 Acres

The Premises are described and/or depicted as follows:



Notes:

- This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
- Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEMORANDUM OF LEASE

Prepared by:
General Dynamics
960 W Levoy Drive
SLC, UT 84123

Return to:
c/o Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration

Re: Cell Site #SLKCUT4071; Cell Site Name: Spanish Fork Canyon
Fixed Asset # 10115098
State: Utah
County: Utah

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 200__, by and between Spanish Fork City, A Municipal Corporation of the State of Utah, having a mailing address of 40 S Main Street, Spanish Fork, UT 84660 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071(hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement

shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

“LANDLORD”

Spanish Fork City, A Municipal Corporation of the State of Utah

By: _____
Print Name:
(Title)Its:
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

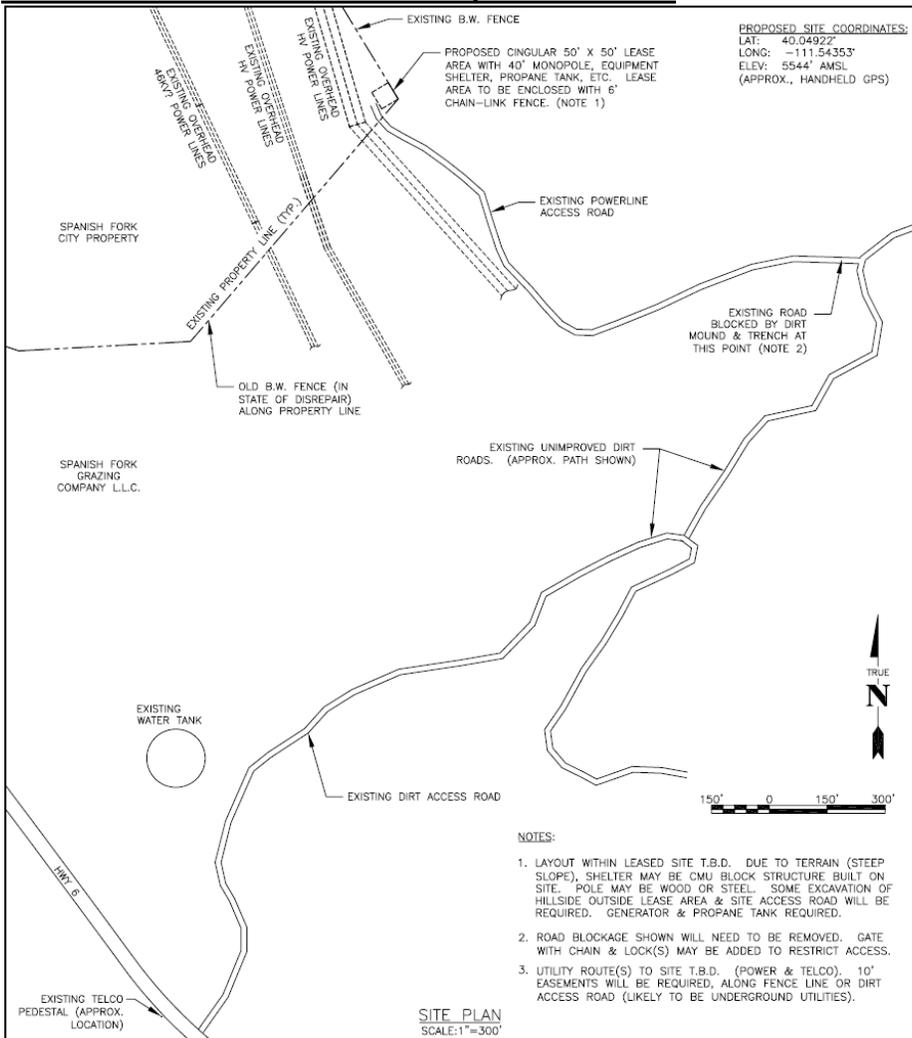
Page 1 of 1

to the Memorandum of Lease dated _____, 2006, by and between Spanish Fork City, A Municipal Corporation of the State of Utah, having a mailing address of 40 S Main Street, Spanish Fork, UT 84660 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071(hereinafter referred to as "**Tenant**").

The Property is described as:

Beg. at a point 3386' N & 2996' W of the SE Cor. Sec 12, T9s, R3E, SLB&M; thence N 14*17' E 760 ft; th N 4*10' E 246 ft; th n 1*25' S 287 ft; th N 13*52' W 158ft; th N 25*25' E 93 ft; th N 23*17' W 89 ft; th N 85*00' E 476 ft; th S 31*09' E 1298 ft; th S 40*27' W 830 ft; th S 86*51' W 446 ft; th N 71* 12' W 337 ft to the beginning & Containing 34.5 Acres

The Premises are described and/or depicted as follows:





6

89

Image © 2006 DigitalGlobe



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**STORM DRAIN AGREEMENT
MITCHCO ENTERPRISES, LC**

This Storm Drain Agreement is entered into as of this _____ day of October, 2006, by and among MitchCo Enterprises, LLC (MitchCo) as developer of certain real property located in Spanish Fork City, Utah, on which it proposes the development of a residential subdivision known as WestGate Manor, and the City of Spanish Fork, a municipality and political subdivision of the State of Utah, by and through its City Council (City).

RECITALS:

A. City has authorized the negotiation and adoption of storm drain agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the Spanish Fork City Comprehensive General Plan, preserves and maintains the atmosphere desired by the citizens of the City, and contributes to capital improvements which substantially benefit the City.

B. City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed subdivision, and, in the exercise of its legislative discretion, has elected to approve this Storm Drain Agreement.

Now, therefore, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, MitchCo and City hereby agree as follows:

1. **Developer Contributions and Construction Obligation for Storm Drain Improvements.**

All storm drain improvements and easements from the WestGate Manor Subdivision

located at 400 North and 400 West to the existing storm drain system at 630 West Street have been installed by MitchCo. The improvements consist of installing a new storm drain line in accordance with City plans from **the property to 630 West Street by installing the line in 400 North Street west from 400 West to 630 West**. The cost of the project, without interest, shall be reimbursed to MitchCo through collection of storm drain impact fees collected in the West fields drainage area by the City. The reimbursable amount is \$139,591.57. See Exhibit "A," attached hereto and incorporated herein by this reference. The parties recognize that the City has other requirements for storm drain impact fees. Accordingly, for all storm drain impact fees collected on building permits within the West fields drainage area within Spanish Fork City, MitchCo will receive 15.10% of the amount of the impact fee to offset the costs of the improvements identified herein, until the cost of the storm drain line is reimbursed. Reimbursement payments shall be made thirty days after the end of each quarter.

2. Agreement if Impact Fees repealed or modified.

The parties understand that the City's sole obligation to MitchCo for reimbursement of the storm drain line, as described above, is through the collection of impact fees. Should legislation be enacted which repeals or modifies the collection of impact fees, and MitchCo chooses to, in anyway, challenge those changes, MitchCo will do so at its own cost, agreeing to defend and indemnify the City for any costs of defense the City may be exposed to from the MitchCo challenge. If a third party challenges the City's right, under this contract, to continue to collect impact fees to pay for the costs of the storm drain line, MitchCo agrees to indemnify and defend the City in any such action. MitchCo may relieve itself from such obligation by notifying the City, in writing, it need not collect impact fees pursuant to this agreement. The

City agrees to act in good faith to cooperate with MitchCo in any reasonable adjustment or amendment of the above agreement to coincide with any new legislation, whether the adjustment or amendment includes the enforcement of this agreement, other connector's agreements, proposing special improvement districts, etc., with the understanding that any associated costs for these adjustments or amendments would be paid by MitchCo. Additionally, MitchCo shall receive similar amounts as stipulated in this agreement should impact fees be repealed and substituted with other fees, which fees are assessed only against new growth.

3. Reserved Legislative Powers

Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement.

4. Subdivision Plat Approval and Compliance with Spanish Fork City Design and Construction Standards.

MitchCo expressly acknowledges and agrees that nothing in this agreement shall be deemed to relieve MitchCo from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the subdivision, including the payment of impact and other fees and to act in compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, including but not limited to, the Land Use Ordinance and Construction Standards, in effect at the time of any construction. MitchCo acknowledges the storm drain line will be bonded for, pursuant to City ordinances for subdivision offsite improvements.

5. Assignability

This agreement is assignable with the consent of the City and with the City's approval of the assignees, which consent shall not be unreasonably withheld.

6. No Joint Venture, Partnership or Third Party Rights.

This Storm Drain Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

7. Integration

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

8. Attorney's Fees

If this agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

MITCHCO ENTERPRISES, LLC by:

Dated: _____

JED R. MITCHELL, Manager

SPANISH FORK CITY by:

Dated: _____

JOE L THOMAS, Mayor

Attest:

KENT R. CLARK, Recorder

WestGate Manor Off-Site Storm Drain Cost

Description	Qty	Unit Price	Total
Connect to Existing Sumps	3	\$ 894.01	\$ 2,682.03
Furnish & Install 30" RCP	1,192	\$ 44.48	\$ 53,020.16
Furnish & Install 12" RCP	72	\$ 26.03	\$ 1,874.16
Furnish & Install 60" Manholes	5	\$ 1,934.05	\$ 9,670.25
Furnish & Install Pipe Bedding	721	\$ 6.91	\$ 4,982.11
Furnish & Install Import Fill	1,382	\$ 6.66	\$ 9,204.12
Concrete Box Aprons	2	\$ 235.20	\$ 470.40
Concrete MH Collars Storm Drain	5	\$ 400.00	\$ 2,000.00
Saw Cut & Remove Asphalt	12,516	\$ 0.53	\$ 6,633.48
Furnish & Install 8" RoadBase	12,516	\$ 0.56	\$ 7,008.96
Furnish & Install 5" Asphalt Paving	12,516	\$ 2.38	\$ 29,788.08
Traffic Control	0.8	\$ 863.47	\$ 690.78
Loop PI on 630 W for 30" Storm Drain	1	\$ 2,856.22	\$ 2,856.22
Loop Culinary and Install Lug Joint Restraints 630 W	1	\$ 3,436.66	\$ 3,436.66
Loop Fire Hydrant 6" Line to Station 5+00 and Install Lug Joint Restraints 400 N	1	\$ 3,436.66	\$ 3,436.66
Supply Labor & Equipment to Lower Power Conduit at Station 6+80	1	\$ 735.00	\$ 735.00
Supply Labor & Equipment to Lower Power Conduit at Station 8+20	1	\$ 1,102.50	\$ 1,102.50

**Total Bill to Spanish
Fork City**

\$ 139,591.57

****Spanish Fork City to Supply and Install 1" Asphalt Overlay for 400 North Street. Developer will be released from any Liability or Contractual Responsibility to provide such.**



MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT

DATE: September 27, 2006

TO: Mayor Thomas and City Council

FROM: Chris Thompson, Design Engineer

RE: 1000 East 400 North to 500 North Curb, Gutter & Sidewalk

We have received a request to install curb, gutter and sidewalk on the west side of 1000 East between 400 North and 500 North. The request came from one of the residents along this street.

In the past if an owner of a property with existing dwelling units on it agrees to pay for half the cost of curb, gutter and sidewalk the city will install it and then bill them. If the property is a corner lot the city pays for 3/4 of the cost because they have twice the frontage. If the resident is unable to pay their cost all at once the city has typically agreed to finance what they owe at the prevailing interest rate for 10 years.

We contacted the other property owners along this street and they all agreed to the above terms. We therefore request that the city council approve the attached contracts to be entered into with the property owners along 1000 East. We have also attached a spreadsheet with the estimates for the proposed work.

CONTRACT

COMES NOW, Spanish Fork City (City) and STEVEN C. WYLER (Owner), and hereby covenant and agree as follows:

1. City agrees to provide 246 feet of curb and gutter, and 246 feet of sidewalk.

There will be 91 square feet of driveway placed behind the sidewalk on the side of the Owner's property. These improvements will be placed along the frontage of Owner's property located at 491 North and 1000 East in Spanish Fork, Utah.

2. In consideration for receiving curb gutter and sidewalk along the frontage of property, Owner agrees to participate in the costs of the same with the City, with the Owner paying for the concrete work and Spanish Fork City paying for the engineering and prep work.

3. Owner agrees to reimburse the sum of \$2,040.50 as its share of the participated costs. This sum will be repaid in ten annual installments of \$261.05 each, due on or before the 15th day of February, 2007 and continuing on or before the 15th day of February of each year thereafter until paid in full. It is acknowledged that this payment includes interest calculated at a fixed rate of 5.95% per annum. In the event of default of any annual payment, the interest shall be 12% per annum. This obligation may be pre-paid at any time without penalty.

4. City agrees to commence said project by the end of October, 2006, and have the same completed by the end of the year.

5. Nothing in this agreement is implied to mean that City and Owner have become a partnership or joint venture in the project.

6. Owner grants to City a lien against the property identified herein to guarantee payment to City. This obligation shall be appurtenant to the real property and shall be binding on the successors in interest of the real property. City may record a document referencing this

agreement.

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

8. In the event of unforeseen circumstances leading to change orders, this agreement may be modified only by a written document signed by all of the parties hereto. In event of a breach of this agreement, the City shall be entitled to recover its costs and attorney's fees incurred in enforcing the same.

DATED this _____ day of _____, 2006.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

KENT CLARK, City Recorder

By: _____
STEVEN C WYLER

CONTRACT

COMES NOW, Spanish Fork City (City) and RICHARD S. CHRISTIANSEN and SHARON W. CHRISTIANSEN (Owner), and hereby covenant and agree as follows:

1. City agrees to provide 82 feet of curb and gutter, and 82 feet of sidewalk.

There be 234 square feet of driveway placed behind the sidewalk on the side of the Owner's property. These improvements will be placed along the frontage of Owner's property located at 451 North and 1000 East in Spanish Fork, Utah.

2. In consideration for receiving curb gutter and sidewalk along the frontage of property, Owner agrees to participate in the costs of the same with the City, with the Owner paying for the concrete work and Spanish Fork City paying for the engineering and prep work.

3. Owner agrees to reimburse the sum of \$1,148.00 as its share of the participated costs. This sum will be repaid in ten annual installments of \$146.87 each, due on or before the 15th day of February, 2007 and continuing on or before the 15th day of February of each year thereafter until paid in full. It is acknowledged that this payment includes interest calculated at a fixed rate of 5.95% per annum. In the event of default of any annual payment, the interest shall be 12% per annum. This obligation may be pre-paid at any time without penalty.

4. City agrees to commence said project by the end of October, 2006, and have the same completed by the end of the year.

5. Nothing in this agreement is implied to mean that City and Owner have become a partnership or joint venture in the project.

6. Owner grants to City a lien against the property identified herein to guarantee payment to City. This obligation shall be appurtenant to the real property and shall be binding on the successors in interest of the real property. City may record a document referencing this

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DATED this _____ day of _____, 2006.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

KENT CLARK, City Recorder

By: _____
RICHARD S CHRISTIANSEN

By: _____
SHARON W CHRISTIANSEN

CONTRACT

COMES NOW, Spanish Fork City (City) and TYLER COPE (Owner), and hereby covenant and agree as follows:

1. City agrees to provide 102 feet of curb and gutter, and 102 feet of sidewalk.

There will not be any driveway placed behind the sidewalk on the side of the Owner's property. These improvements will be placed along the frontage of Owner's property located at 449 North and 1000 East in Spanish Fork, Utah.

2. In consideration for receiving curb gutter and sidewalk along the frontage of property, Owner agrees to participate in the costs of the same with the City, with the Owner paying for the concrete work and Spanish Fork City paying for the engineering and prep work.

3. Owner agrees to reimburse the sum of \$1,428.00 as its share of the participated costs. This sum will be repaid in ten annual installments of \$182.69 each, due on or before the 15th day of February, 2007 and continuing on or before the 15th day of February of each year thereafter until paid in full. It is acknowledged that this payment includes interest calculated at a fixed rate of 5.95% per annum. In the event of default of any annual payment, the interest shall be 12% per annum. This obligation may be pre-paid at any time without penalty.

4. City agrees to commence said project by the end of October, 2006, and have the same completed by the end of the year.

5. Nothing in this agreement is implied to mean that City and Owner have become a partnership or joint venture in the project.

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agreement.

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

8. In the event of unforeseen circumstances leading to change orders, this agreement may be modified only by a written document signed by all of the parties hereto. In event of a breach of this agreement, the City shall be entitled to recover its costs and attorney's fees incurred in enforcing the same.

DATED this _____ day of _____, 2006.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

KENT CLARK, City Recorder

By: _____
TYLER COPE

CONTRACT

COMES NOW, Spanish Fork City (City) and MITCHELL D. PHELPS and JERRI L. PHELPS (Owner), and hereby covenant and agree as follows:

1. City agrees to provide 83 feet of curb and gutter, and 83 feet of sidewalk.

There will not be any driveway placed behind the sidewalk on the side of the Owner's property. These improvements will be placed along the frontage of Owner's property located at 995 East and 400 North in Spanish Fork, Utah.

2. In consideration for receiving curb gutter and sidewalk along the frontage of property, Owner agrees to participate in the costs of the same with the City, with the Owner paying for the concrete work and Spanish Fork City paying for the engineering and prep work.

3. Owner agrees to reimburse the sum of \$581.00 as its share of the participated costs. This sum will be repaid in ten annual installments of \$74.33 each, due on or before the 15th day of February, 2007 and continuing on or before the 15th day of February of each year thereafter until paid in full. It is acknowledged that this payment includes interest calculated at a fixed rate of 5.95% per annum. In the event of default of any annual payment, the interest shall be 12% per annum. This obligation may be pre-paid at any time without penalty.

4. City agrees to commence said project by the end of October, 2006, and have the same completed by the end of the year.

5. Nothing in this agreement is implied to mean that City and Owner have become a partnership or joint venture in the project.

6. Owner grants to City a lien against the property identified herein to guarantee payment to City. This obligation shall be appurtenant to the real property and shall be binding on the successors in interest of the real property. City may record a document referencing this

agreement.

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

8. In the event of unforeseen circumstances leading to change orders, this agreement may be modified only by a written document signed by all of the parties hereto. In event of a breach of this agreement, the City shall be entitled to recover its costs and attorney's fees incurred in enforcing the same.

DATED this _____ day of _____, 2006.

SPANISH FORK CITY

By: _____
JOE L THOMAS, Mayor

ATTEST:

KENT CLARK, City Recorder

By: _____
MITCHELL D PHELPS

By: _____
JERRI L PHELPS

Spanish Fork City 2006 Utility Replacement, 1000 East
 Cost to Citizens to Improve Lots with Sidewalks, Curb and Gutter, & Driveways between Sidewalk and Curb
 10 annual payments due at the beginning of each year starting February 15, 2007. APR= 5.950%

491 N 1000 E - Wyler, Steven C. 491 N 1000 E Spanish Fork, UT 84660 798-2984					
Item	Description	Quantity	Unit	Unit \$	Total
1	Curb, Gutter, and 4' Sidewalk	246	LN FT	\$ 28.00	\$ 6,888.00
2	Driveway	91	SQ FT	\$ 3.50	\$ 318.50
Sub Total :					\$ 7,206.50
3	Spanish Fork Share of Cost				\$ (5,166.00)
Total :					\$ 2,040.50
APR:	5.950%			Annual Payment :	\$ 261.05

451 N 1000 E - Christiansen, Richard S. & Sharon W. 265 E 3450 N Spanish Fork, UT 84660 374-5119					
Item	Description	Quantity	Unit	Unit \$	Total
1	Curb, Gutter, and 4' Sidewalk	82	LN FT	\$ 28.00	\$ 2,296.00
Sub Total :					\$ 2,296.00
2	Spanish Fork Share of Cost				\$ (1,148.00)
Total :					\$ 1,148.00
APR:	5.950%			Annual Payment :	\$ 146.87

449 N 1000 E - Cope, Tyler 255 E 930 S Orem, Ut 84058 830-2673					
Item	Description	Quantity	Unit	Unit \$	Total
1	Curb, Gutter, and 4' Sidewalk	102	LN FT	\$ 28.00	\$ 2,856.00
Sub Total :					\$ 2,856.00
2	Spanish Fork Share of Cost				\$ (1,428.00)
Total :					\$ 1,428.00
APR:	5.950%			Annual Payment :	\$ 182.69

400 N 995 E - Phelps, Mitchell D. & Jerri L. 1395 S Main St. Spanish Fork, UT 84660 794-0482					
Item	Description	Quantity	Unit	Unit \$	Total
1	Curb, Gutter, and 4' Sidewalk	83	LN FT	\$ 28.00	\$ 2,324.00
Sub Total :					\$ 2,324.00
2	Spanish Fork Share of Cost				\$ (1,743.00)
Total :					\$ 581.00
APR:	5.950%			Annual Payment :	\$ 74.33

Rosemary Jarman
3004 Somerset Village Way
Spanish Fork, UT
84660
(801)798-0192

Email: rosemary@sfcn.org

Subject: Establishing a Community Standard detailed - Presentation of information detailing why Spanish Fork should adopt a child-appropriate community standard in the form of a resolution. Packets have been delivered to the mayor and city council members already.