



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on October 5, 2010.**

AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Arts in the Community Award
- c. Fiesta Days Recognition

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. PUBLIC HEARING:

- a. * [Legacy Farms proposed Annexation and Preliminary Plat approval](#), this proposal would approve the annexation of some 480 acres and a Preliminary Plat containing some 750 dwelling units located at approximately 2500 East 400 North.

5. CONSENT ITEMS:

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

- a. * [Minutes of Spanish Fork City Council Meeting – September 23, 2010](#)
- b. * [Spanish Fork River Bottoms Trail System Bridge Construction Contract](#)
- c. * [Expressway Lane to Chappel Drive Waterline Upgrade Change Order #1](#)
- d. * [North Park Connector Trail Change Order #3](#)

6. NEW BUSINESS:

- a. Legacy Farms Preliminary Plat
- b. * [Cut Bridge RFP Contract](#) – Richard Heap
- c. * [Consideration of acceptance of Movie Gallery Bankruptcy Plan](#) – Junior Baker

7. CLOSED SESSION:

- a. Land Acquisition
- b. Potential Litigation

ADJOURN:

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

Notice is hereby given that:

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

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

SPANISH FORK CITY

Annexation Feasibility Report



Agenda Date:	April 7, 2010
Staff Contacts:	Dave Anderson, Community Development Director Trapper Burdick, Assistant Public Works Director Tom Cooper, Power Department
Reviewed By:	Development Review Committee
Subject:	Northeast Bench Annexation Report

SECTION 1

Annexation Map. (attached)

Annexation Plat. (attached)

SECTION 2

annexation sponsor: Duane Hutchings/Mike Gardner

phone: (801) 489-0750

annexation location: 400 North 1500 East

acreage in annexation: 479.58 acres

property owner(s) and parcels

owner: Ross & Janene Baadsgaard valuation: \$221,900	parcel: 27:032:0045	acreage: 2.00 acres
owner: Deanne R Jex valuation: \$71,556	parcel: 27:032:0041	acreage: 10.14 acres
owner: Henry & Elaine Gardner valuation: \$174,777	parcel: 27:009:0092	acreage: 10.23 acres
owner: The Louise Gardner Family Ltd Trust valuation: \$545,984	parcel: 27:012:0007	acreage: 22.30 acres
owner: The Louise Gardner Family Ltd Trust valuation: \$205,724	parcel: 27:011:0001	acreage: 8.39 acres
owner: The Louise Gardner Family Ltd Trust valuation: \$236,066	parcel: 27:011:0013	acreage: 9.64 acres
owner: The Louise Gardner Family Ltd Trust valuation: \$519,280	parcel: 27:011:0003	acreage: 21.20 acres
owner: Lynn Jones and Ned Grant valuation: \$99,550	parcel: 27:012:0003	acreage: 9.82 acres

owner: Ann Hutchings valuation: \$427,407	parcel: 27:012:0001	acreage: 19.75 acres
owner: Ann Hutchings valuation: \$83,370	parcel: 27:012:0006	acreage: 6.00 acres
owner: Ann Hutchings valuation: \$48,808	parcel: 27:005:0037	acreage: 3.52 acres
owner: Duane Hutchings valuation: \$513,569	parcel: 27:006:0012	acreage: 6.30 acres
owner: Hutchings Investments LLC valuation: \$222,035	parcel: 27:005:0033	acreage: 12.20 acres
owner: Hutchings Investments LLC valuation: \$274,445	parcel: 27:005:0032	acreage: 14.98 acres
owner: Hutchings Investments LLC valuation: \$208,498	parcel: 27:005:0025	acreage: 11.33 acres
owner: Hutchings Investments LLC valuation: \$250,176	parcel: 27:005:0019	acreage: 11.53 acres
owner: K&J Christensen Properties LC valuation: \$421,529	parcel: 27:010:0038	acreage: 23.98 acres
owner: Eldred & Linda Fewkes valuation: \$300,000	parcel: 27:032:0106	acreage: 5.04 acres
owner: MDF Estates Planning Services Inc valuation: \$82,950	parcel: 27:011:0033	acreage: 1.97 acres
owner: Lareen & Reed Mellor valuation: \$95,600	parcel: 27:032:0043	acreage: 5.15 acres
owner: The Louise Gardner Family Ltd Trust valuation: \$14,235	parcel: 27:011:0014	acreage: 0.58 acres
owner: Paul Roach valuation: \$309,770	parcel: 27:030:0015	acreage: 15.00 acres
owner: Brent Smith valuation: \$294,100	parcel: 27:009:0023	acreage: 1.01 acres
owner: Floyd & Lila Smith valuation: \$329,200	parcel: 27:009:0022	acreage: 1.99 acres
owner: Ginnie & Paul Snyder valuation: \$587,516	parcel: 27:032:0083	acreage: 8.54 acres
owner: Steve Maddox Development LLC valuation: \$56,903	parcel: 27:009:0035	acreage: 5.85 acres
owner: James & Gertrude Sumsion valuation: \$245,200	parcel: 27:032:0046	acreage: 3.00 acres
owner: Richard & Annette Thomas & George & Anna Rawlings valuation: \$340,050	parcel: 27:032:0080	acreage: 5.25 acres
owner: Mary & Byron Tuttle valuation: \$408,035	parcel: 27:005:0024	acreage: 22.18 acres

owner: Ronald & Joanna Wiley valuation: \$60,003	parcel: 27:012:0008	acreage: 5.85 acres
owner: Keith Williams valuation: \$26,450	parcel: 27:009:0009	acreage: 2.63 acres
owner: Keith Williams valuation: \$98,950	parcel: 27:009:0008	acreage: 10.20 acres
owner: Keith Williams valuation: \$1,351,040	parcel: 27:009:0020	acreage: 53.16 acres
owner: Keith Williams valuation: \$245,900	parcel: 27:012:0004	acreage: 10.00 acres
owner: Keith Williams valuation: \$245,850	parcel: 27:012:0005	acreage: 10.00 acres
owner: Kenneth Williams Prop. LC & Elden & Dolores Williams valuation: \$486,600	parcel: 27:012:0002	acreage: 20.00 acres
owner: Utah Power & Light Company valuation: N/A	parcel: 27:005:0014	acreage: 4.16 acres
owner: Utah Power & Light Company valuation: N/A	parcel: 27:011:0012	acreage: 10.20 acres
owner: Utah Railway Company valuation: N/A	parcel: 27:009:0033	acreage: 0.20 acres
owner: Utah Railway Company valuation: N/A	parcel: 27:009:0034	acreage: 1.47 acres
owner: Monte C. and Pamela S. Bingham valuation: \$457,363	parcel: 46:416:0001	acreage: 11.57 acres
owner: Monte C. and Pamela S. Bingham valuation: \$786,723	parcel: 46:416:0002	acreage: 5.69 acres
owner: DF Adams Properties LLC valuation: \$329,087	parcel: 46:416:0004	acreage: 5.38 acres
owner: David & Michael Miner valuation: \$654,648	parcel: 27:005:0020	acreage: 29.94 acres
owner: Blake G. & Alysha H. Bowen valuation: \$776,675	parcel: 46:416:0003	acreage: 5.57 acres

submittal date: February 12, 2007

acceptance date: March 6, 2007

certification date: March 16, 2007

date of protest filed: none

Development Review Committee recommendation date: March 31, 2010

Planning Commission recommendation date:

City Council meeting date:

SECTION 3

In accordance with 15.3.08.030 (B) of the Municipal Code, the following items are addressed in Section 3 of the Annexation report:

1. Whether the proposed property is within the Growth Management Boundary of the General Plan.

The proposed property is within the Growth Management Boundary of the General Plan.

2. Present and proposed land use and zoning.

At present, there are dwellings and agricultural buildings in the annexation area. The area currently enjoys a Residential Agricultural zoning designation in Utah County. Spanish Fork City has designated the annexation area as Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, and General Commercial on the General Plan. The zoning that most appropriately correlates to the General Plan is R-1-15, R-1-12, R-3 and C-2.

3. Present and potential demand for various municipal services.

At present, there is no significant demand for municipal services. Perhaps the one exception is power. Should the annexation be approved, the few homes in the annexation area will be required to switch to Spanish Fork Power from the current provider, SESD.

Given that the annexation proposal is accompanied by a development proposal, it is reasonable to assume that the status quo may change quickly and significantly once the subject properties are annexed. Assuming that 85 percent of the nearly 480 acres are developable and that the developable areas will be developed at an average density of 2.8 units per acre, 1,142 homes will be built in the proposed annexation area.

The demand for municipal services will increase substantially when an additional 1,142 homes are constructed in this area. Perhaps the most significant impact will fall with the provision of public safety services. At an average household size of 3.59, which may be a low average due to the predominance of single-family dwellings in the proposed accompanying development, there will be 4,220 residents in the annexation area.

Spanish Fork City strives to employ one police officer for every one thousand residents in the City. At that ratio, Spanish Fork City will need to hire no less than four additional police officers to maintain the City's level of service when the included properties are developed.

Given the location of the annexed area, it is probable that an additional fire station will be needed to maintain a similar ISO rating for homes in the annexation area to what is currently enjoyed by other residents in the City. In recent years, the City purchased a site near the intersection of 2550 East and Highway 6 with the understanding that a satellite fire station may be constructed there. Attached to this report is a map that describes the situation of properties in the City relative to their ISO rating.

The development of the annexation area will cause increased demand on the City's Parks and Recreation Program. While it is difficult to quantify what the increased demand might be, it is understood that Spanish Fork City's current level of service will only be maintained if additional staff are hired to serve to residents of the proposed annexation.

4. Distances from existing utility lines, public schools, parks, and shopping areas.

Detailed information is provided in Section 4 of this report relative to the proximity of the proposed annexation to utility lines. At present, the closest elementary school, Rees Elementary, is adjacent to the proposed annexation. The closest junior high is Diamond Fork which is 0.41 miles from the proposed annexation. Maple Mountain High School is adjacent to the proposed annexation. The closest existing shopping area of any substantial size is 0.52 miles from the proposed annexation.

5. Specific time tables for extension of services to the area and how these services would be financed.

It is anticipated that utility services shall be extended to the area as development occurs. As such, it is expected that the utilities shall be funded by property owners or the development community. All utility sizes will match Spanish Fork City Master Plans and/or meet the requirements and sizes approved by the Spanish Fork City Engineer. At present, the City has no plans to extend utilities to the area or to make upgrades to City facilities that would serve the Annexation Area.

6. Potential impact on existing and proposed streets.

The streets in the Northeast Bench Annexation area that need to be addressed during the annexation process are 400 North (State Road 147), 2550 East (Minor Arterial Road), the additional Minor Arterial Road extended from 2550 East and Slant Road (Collector 85' R.O.W.) extend to Mapleton City. These streets shall be designed to meet all requirements of the Transportation Master Plan and Construction Standards. Developers who construct streets larger than a Collector Street shall be eligible for a reimbursement for a portion of the street's construction cost. The eligible reimbursement would pay for cross section improvements that are not covered in a Collector Street. This cost is to be paid by the City through the proposed streets impact fees. If a Transportation Impact Fee is not approved, funding for reimbursements may not be immediately available.

400 North

400 North is planned as an Urban Collector (UDOT Functional Classification). Any improvements to 400 North will require UDOT approval. It is proposed that approximately 1500 feet along the north side of 400 North shall be improved in the proposed Legacy Farms Development. All of said improvements to 400 North shall be funded by property owners or the development community.

2550 East

2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). This street is not proposed to be improved with the proposed Legacy Farms Development. Any improvements of 2550 East shall be funded by property owners or the development community.

Minor Arterial

The continuation of 2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines. This Minor Arterial shall be dedicated to Spanish Fork City with the proposed annexation. It is proposed that this Minor Arterial shall be improved from the intersection of 2550 East and 400 North to the North to a point that is just short of the existing railroad tracks past the last proposed intersection in the Legacy Farms Preliminary. All of said improvements of Minor Arterial Road will be funded by property owners or the development community.

Slant Road

Slant Road is planned to be an 85-foot right-of-way with a 13-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Collector Street). It is proposed in the Legacy Farms Development that this street shall be improved from the existing railroad tracks located along the boundary of Spanish Fork City to the intersection of the Minor Arterial as a Collector Street (approximately 700 feet). The remaining portion of Slant Road will be planned and modified into the proposed development as a Residential Local Road with a 60-foot right-of-way. All the said improvements on Slant Road will be funded by property owners or the development community.

7. The effect that the annexation will have upon City boundaries and whether the

annexation will create potential for islands, or difficult service areas.

Relative to the annexation's configuration and the provision of City services, Spanish Fork City is currently providing services in the immediate vicinity and it is not anticipated that the annexation would create a difficult service area for the City or other service provider.

8. An estimate of potential revenue verses potential service costs.

As it is anticipated that the annexation area would be developed residentially, there will be little generated in terms of revenue for the City. Such a situation is common with residential development given that municipalities commonly use sales tax revenue to subsidize the provision of services to residential neighborhoods.

9. Requirements imposed by state law.

Staff is aware of no requirements imposed by State Law, aside from following the requisite procedure for annexation that would impact the annexation area.

SECTION 4

In order to evaluate the City's ability to provide municipal services to the proposed annexation, the following information is provided:

1. Conformity to Master Plans for public utilities and facilities.

Water

The culinary water system will need to be extended into and through the proposed annexation. The minimum size of any culinary waterline is to be 8". There are larger lines that are needed in the following streets and proposed developments:

400 North – 16" culinary waterline
2550 East – 18" culinary waterline
Slant Road – 14" culinary waterline

A 12" culinary waterline is to loop through development and tie into SR-51 as per the Culinary Water Master Plan.

As the area develops, all culinary waterlines are to be approved by the Spanish Fork City Engineering Department and will meet the current Spanish Fork City Master Plan. The City has adopted the policy that the City will cover the additional cost of water lines in excess of 12". The reimbursement cost is funded through impact fees.

All waterlines in the proposed annexation shall meet the current Spanish Fork City Culinary Water Master Plan and subject to approval by the Spanish Fork City Engineer.

Sewer

This annexation will be served by the existing Mapleton trunk line located through the annexation area. There will need to be a new sewer trunk line constructed from the Mapleton trunk line to the south throughout the Legacy Farms Development to the intersection of 400 North and Slant Road. This sewer trunk line will then extend along 400 North to the intersection of 2550 East 400 North, and then extend along 2550 East as per Spanish Fork City Master Plan. All other sewer lines to be a minimum of 8" in diameter and needs to be approved by the Spanish Fork City Engineering Department. The City has adopted the policy that the City will cover the additional cost of sewer lines in excess of 12". This cost is funded through impact fees.

All sewer lines in proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineering Department.

Storm Drain

The storm drain system in the proposed annexation will need to follow the Storm Drain Master Plan for the Northeast Bench. That plan calls for storm drain trunk lines in Minor Arterial Road and a storm drain line in 2550 East. These lines are part of the impact fee projects. Other lines will need to be built in the area and should be sized appropriately for the development(s) the line will serve. The detention requirements will need to be met by either providing the planned, off-site detention facilities, or by providing adequate detention facilities within the proposed annexation and development. These areas will need to be of sufficient width and depth to provide for the maintenance of the landscape and the requirements of the storm water. The construction of these facilities would not relieve the proposed development of this annexation from participating in the overall Northeast Bench Storm Drain Master Plan and paying the appropriate storm drain impact fees. Due to the fact that storm water flows downhill, the basin/ park areas will need to be placed in such locations as to allow for the storm water to enter the basin from the appropriate areas and also exit the basin into the storm drain outfall lines leading to Dry Creek. All storm water shall be designed according to Spanish Fork City Storm Water Drainage Design Manual.

The entire Northeast Bench area, not just this annexation, drains to the northwest. As the area continues to develop, there will be a point, at approximately the time when 50-55% of the land on the Northeast Bench is developed, that the lines that are outside of the Northeast Bench area will need to be constructed. This is similar to the scenario that took place on the Southeast Bench a few years ago. At that time, the developer and/or the City will need to construct the offsite lines to allow for the continued development of the area.

All storm drain lines and detention basins in the proposed annexation shall meet the current Spanish Fork City Master Plan and be subject to approval by the Spanish Fork City Engineering Department. The City has adopted the policy that the City will cover the additional cost of storm drain lines in excess of 18". This cost is funded through impact fees.

Pressurized Irrigation

The pressurized irrigation system will need to be extended into and through the proposed annexation. The minimum size of any pressurized irrigation line is to be 6". There are larger lines that are needed in the following streets:

400 North – 14" pressurized irrigation line
2550 East – 18" pressurized irrigation line
Slant Road – 12" pressurized irrigation line

A 12" pressurized irrigation line is to loop through the development and tie into SR-51 as per the Pressurized Irrigation Master Plan.

As the area develops, all pressurized irrigation lines to be approved by the Spanish Fork City Engineering Department and shall meet the current Spanish Fork City Pressurized Irrigation Master Plan. The City has adopted the policy that the City will cover the additional cost of pressurized irrigation lines in excess of 12". This cost is funded through impact fees.

All pressurized irrigation lines in proposed annexation shall meet the current Spanish Fork City Master Plan and subject to approval by the Spanish Fork City Engineer.

Streets

The streets in the Northeast Bench Annexation area that need to be addressed during the annexation process are 400 North (State Road 147), 2550 East (Minor Arterial Road) the Minor Arterial Road extended from 2550 East, and Slant Road (Collector 85' R.O.W.) extended to Mapleton City. These streets shall be designed to meet all requirements of the Transportation Master Plan.

400 North

400 North is planned as an Urban Collector (UDOT Functional Classification). Any improvements to 400 North will require UDOT approval. It is proposed that approximately 1500-feet along the North side of 400 North shall be improved in the proposed Legacy Farms Development. All of said improvements to 400 North shall be funded by property owners or the development community.

2550 East

2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). This street is not proposed to be improved with the proposed Legacy Farms Development. Any improvements of 2550 East shall be funded by property owners or the development community.

Minor Arterial Road

The Minor Arterial Road extension of 2550 East is planned to be a 98-foot right-of-way with a 16-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Minor Arterial). The Minor Arterial Road shall be dedicated to Spanish Fork City with the proposed annexation. It is proposed that the Minor Arterial Road shall be improved from the intersection of 2550 East 400 North to the North approximately 5000 feet, just short of the existing railroad tracks past the last proposed intersection as shown in the Legacy Farms Preliminary. All of said improvements of the Minor Arterial Road will be funded by property owners or the development community.

Slant Road

Slant Road is planned to be an 85-foot right-of-way with a 13-foot median, a 10-foot trail and 6-foot masonry walls at property lines (Collector Street). It is proposed in the Legacy Farms Development that this street shall be improved from the existing railroad tracks located along the boundary of Spanish Fork City to the intersection of the Minor Arterial Road as a Collector Street (approximately 700 feet). The remaining portion of Slant Road will be designed as a Residential Local Road with a 60-foot right-of-way. All of said improvements of Slant Road will be funded by property owners or the development community.

Any and all improvements to proposed and existing streets (including landscaping) shall be funded by property owners or the development community.

All streets in proposed annexation shall meet the current Spanish Fork City Master Plan and subject to approval by the Spanish Fork City Engineering Department.

Surface Irrigation

The East Bench Irrigation Company has existing ditches that run through the proposed annexation and continue beyond the proposed annexation and City boundary to existing users. Existing ditches in the area will need to be piped or abandoned as the area develops. This work will need to be coordinated and approved by the East Bench Irrigation Company along with the Spanish Fork City Engineering Department.

Parks and Trails

Improvements in the Annexation area are required to meet the City's needs for parks and recreation facilities. It is anticipated that neighborhood parks will be included in individual development proposals.

Power

This area is being serviced by SUVSD; the City has no power utilities in the area at this time. There will need to be a buy out of a SUVSD line and their customers in this area. There is a 46KV SUVPS line that runs through this area and easements and right-of-ways need to be addressed.

With the present loading of the City's current substations and the commissioning of the Maple Mountain Substation Spanish Fork City has the capacity available on the system to supply the area for the foreseen growth as long as the following infrastructure is put into place. On 400 North the 200 amp feeder will need to be extended along 400 North to the annexed area. The 600 amp line on the west side of 2550 East needs to be put into service this area after the first 100 lots have been developed. A 600 amp feeder along the east side of 2500 East from Maple Mountain Substation to the annexed area will need to be installed when 200 lots are developed in order to handle the increased growth in the area. The developer will be responsible for all electrical utility improvements and cost accrued by them at a 200 amp rate. All cost accrued for increasing the capacity from 200 amp to 600 amp will be paid for by the City out of monies collected in impact fees. If adequate funding from impact fees is not available at time of improvement the developer would need to front all costs understanding that the City would reimburse for added cost when funds became available or the development would be at the decision of the developer put on hold until funds became available in the impact fee budget. Lastly, we need to obtain land and easements and right-of-ways for the power lines needed to feed power to this area along both the east and west sides of 2550 East and along the south side of 400 North. All power utilities will be required to be installed underground.

Communications

It is expected that all communications facilities will be installed at the time of development according to City standards. The specific design will be completed with the electrical design.

Gas

Natural Gas is available in the immediate vicinity. Questar Gas is the service provider.

2. Presence of unique utility/facility needs or requirements.

The only substantial unique facility involved with the properties in the annexation area is a needed crossing of railroad tracks located along the western boundary of the annexation. These tracks would be crossed with the five-lane Minor Arterial Road that will connect State Road 51 with 2550 East. It is understood that this crossing must be completed at some future point in order to avoid the deterioration of the system's service to an unacceptable level.

At present, Spanish Fork City is pursuing the concept of constructing an at-grade crossing in the vicinity of 1500 North. Staff understands that the prospect of constructing an at-grade crossing is contingent upon receiving approval from the Union Pacific Railroad. Staff also understands that Union Pacific may not cooperate to permit the construction of an at-grade crossing. Should that occur, it may be necessary to construct a bridge. While the construction of a bridge would offer some advantages in terms of traffic movement, staff is pursuing the at-grade option as it would likely be much less expensive to construct. Spanish Fork's Engineering Department estimates that an at-grade crossing could be constructed for \$1.5 million, while a bridge would cost more than \$6 million.

3. Presence of irrigation or other ditches and related facilities.

Aside from what has already been described in this report, there are no noteworthy ditches or irrigation facilities.

4. Public Safety evaluation.

Spanish Fork City strives to employ one police officer for every one thousand residents in the City. At that ratio, Spanish Fork City will need to hire no less than four additional police officers to maintain the City's level of service when the included properties are developed.

Given the location of the annexed area, it is probable that an additional fire station will be needed to maintain a similar ISO rating for homes in the annexation area as what is currently enjoyed by other residents in the City. In recent years, the City purchased a site near the intersection of 2550 East and Highway 6 with the understanding that a satellite fire station may be constructed there. Attached to this report is a map that describes the situation of properties in the City relative to their ISO rating.

5. Presence of Sensitive Lands or Watershed Protection issues.

There are ten acres in the annexation that are known to be wetlands. It is currently contemplated that those ten acres will be preserved as some type of a park facility. Aside from that property, Spanish Fork City is not aware of any other wetlands in the annexation area.

There are no municipal wells or other facilities in the area that could be adversely impacted by development in the annexation area.

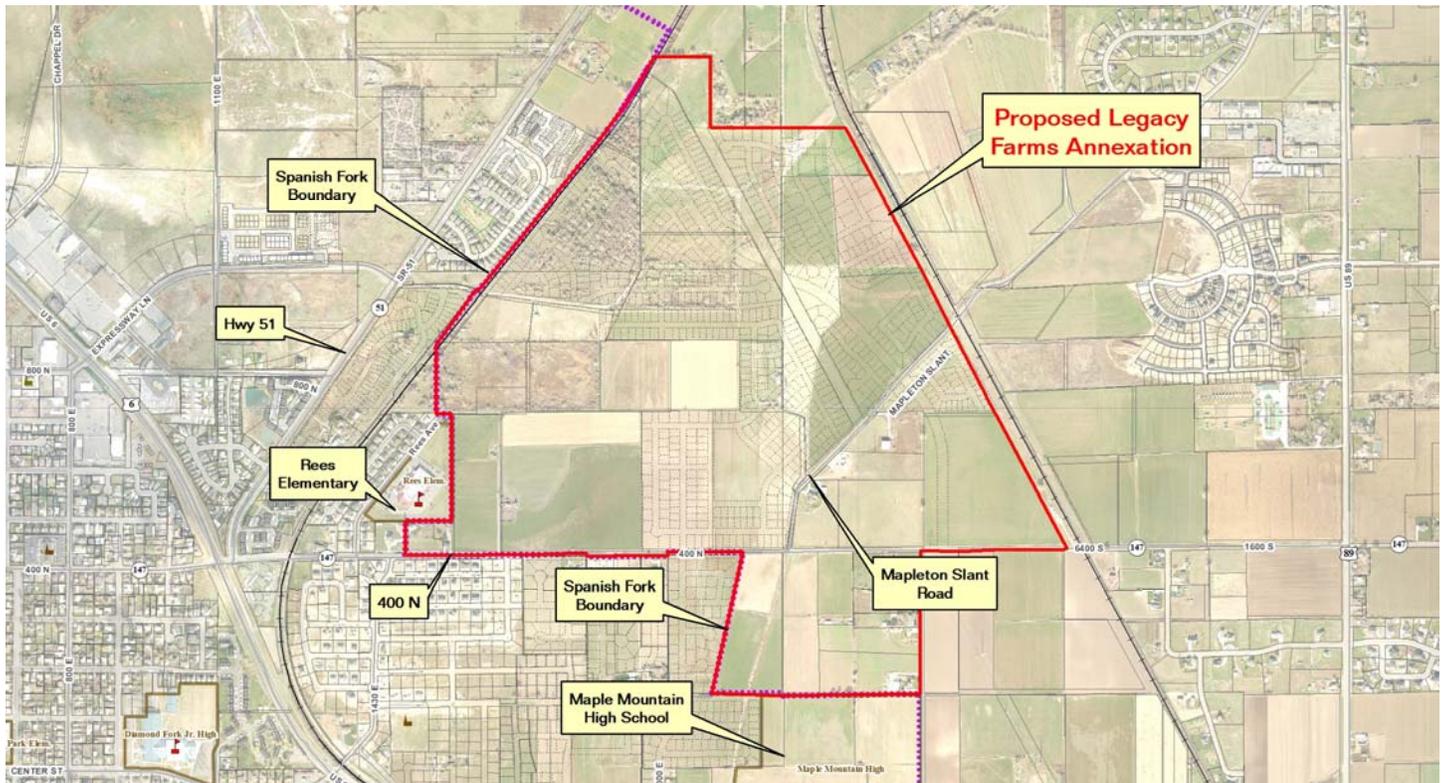
6. Concept Plan's conformity with proposed zoning.

It is proposed that a Preliminary Plat will be approved shortly after the annexation is approved. The proposed Preliminary Plat would conform to the assignment of R-3, R-1-12, R-1-15 and Commercial 2 zoning. The remaining properties in the annexation would be zoned Rural Residential and Commercial 2 with the understanding that the Rural Residential zoning would likely be changed, in accordance with the General Plan, when the property owners are ready to submit a specific development proposal.

The assignment of R-3, R-1-12, R-1-15 and Commercial 2 zoning would conform to the General Plan designations for the annexation area. Those General Plan designations include Residential 5.5 to 8 units per acre, Residential 2.5 to 3.5 units per acre, Residential 1.5 to 2.5 units per acre and General Commercial.

7. Annexation Agreement.

A draft copy of the Annexation Agreement accompanies or will accompany this report.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO THE CITY OF SPANISH FORK, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN ON THE BOUNDARY SURVEY MAP OF THE TRACT OF LAND AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 8 EAST, S44A 2, TOWNSHIP 8 NORTH, RANGE 8 EAST, S44A 2.

NO.	ACRES	OWNER	REMARKS
1	1.00	STATE OF OKLAHOMA	RESERVED
2	1.00	STATE OF OKLAHOMA	RESERVED
3	1.00	STATE OF OKLAHOMA	RESERVED
4	1.00	STATE OF OKLAHOMA	RESERVED
5	1.00	STATE OF OKLAHOMA	RESERVED
6	1.00	STATE OF OKLAHOMA	RESERVED
7	1.00	STATE OF OKLAHOMA	RESERVED
8	1.00	STATE OF OKLAHOMA	RESERVED
9	1.00	STATE OF OKLAHOMA	RESERVED
10	1.00	STATE OF OKLAHOMA	RESERVED
11	1.00	STATE OF OKLAHOMA	RESERVED
12	1.00	STATE OF OKLAHOMA	RESERVED
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34	1.00	STATE OF OKLAHOMA	RESERVED
35	1.00	STATE OF OKLAHOMA	RESERVED
36	1.00	STATE OF OKLAHOMA	RESERVED
37	1.00	STATE OF OKLAHOMA	RESERVED
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99	1.00	STATE OF OKLAHOMA	RESERVED
100	1.00	STATE OF OKLAHOMA	RESERVED

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SPANISH FORK, OKLAHOMA COUNTY, OKLAHOMA, HAVE REVIEWED THE MAP OF THE TRACT OF LAND SHOWN ON THE BOUNDARY SURVEY MAP OF THE TRACT OF LAND AT THE NORTH 1/4 CORNER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 8 EAST, S44A 2, TOWNSHIP 8 NORTH, RANGE 8 EAST, S44A 2, AND THAT A COPY OF THE BOUNDARY SURVEY MAP HAS BEEN FILED WITH THE COUNTY CLERK OF OKLAHOMA COUNTY, OKLAHOMA, IN ACCORDANCE WITH THE OKLAHOMA BOUNDARY COMMISSION ACT (OBCA) AND THAT THE BOUNDARY SURVEY MAP IS ACCURATE AND CORRECT AND THAT THE BOUNDARY SURVEY MAP IS A TRUE AND ACCURATE REPRESENTATION OF THE TRACT OF LAND AS SHOWN ON THE SAID MAP AND THAT SAID TRACT OF LAND IS TO BE ANNEXED TO THE CITY OF SPANISH FORK, OKLAHOMA COUNTY, OKLAHOMA.

DATE: _____

RECORDED: _____

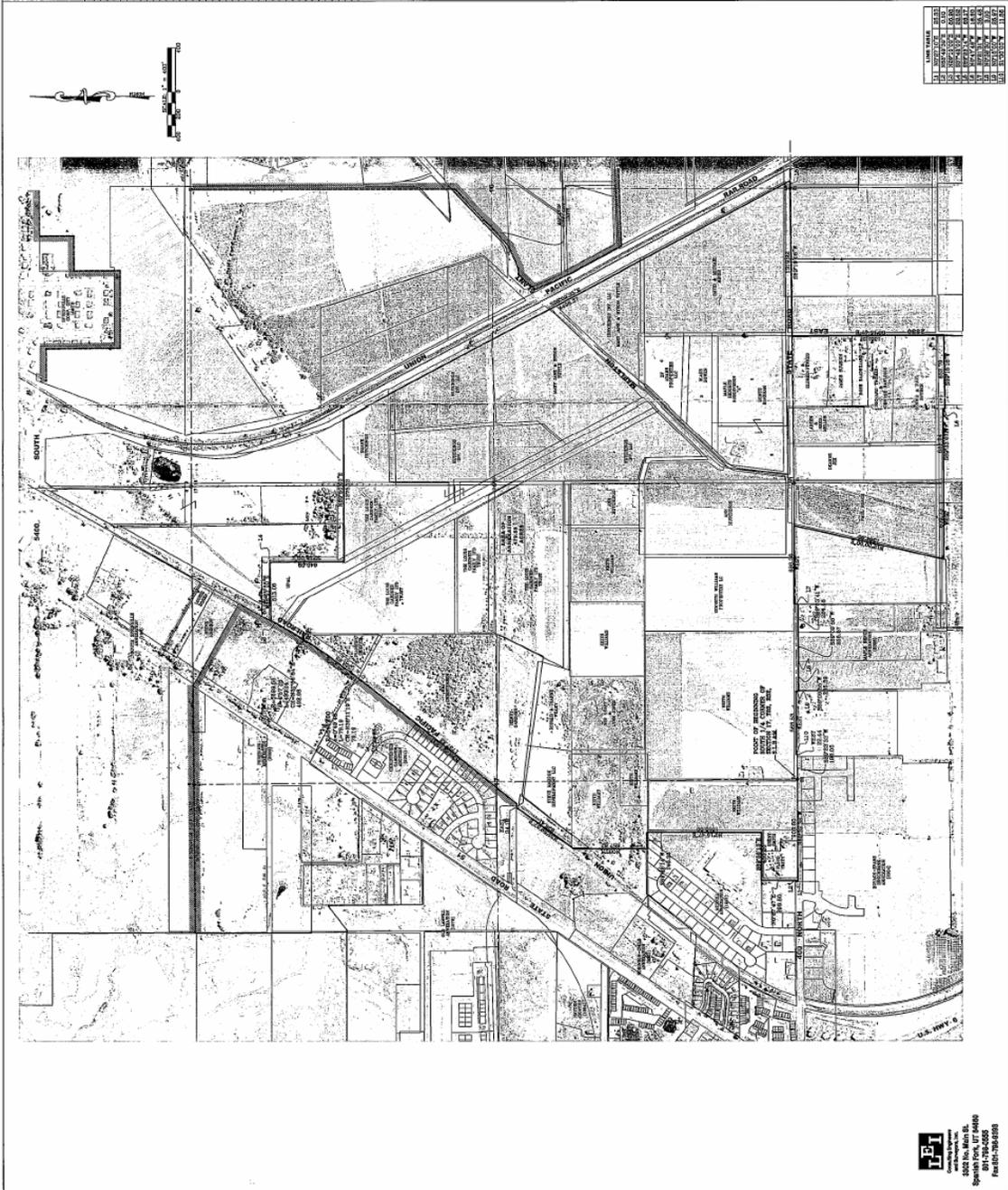
RECORDED'S SEAL: _____

ANNEXATION PLAT

NORTHEAST BENCH ADDITION

SPANISH FORK, OKLAHOMA COUNTY, OKLAHOMA

SCALE: 1" = 400 FEET



LPI

Landmark Professional Inc.

2000 N. Main St.

Spokane, WA 99201

PH: 509-425-0000

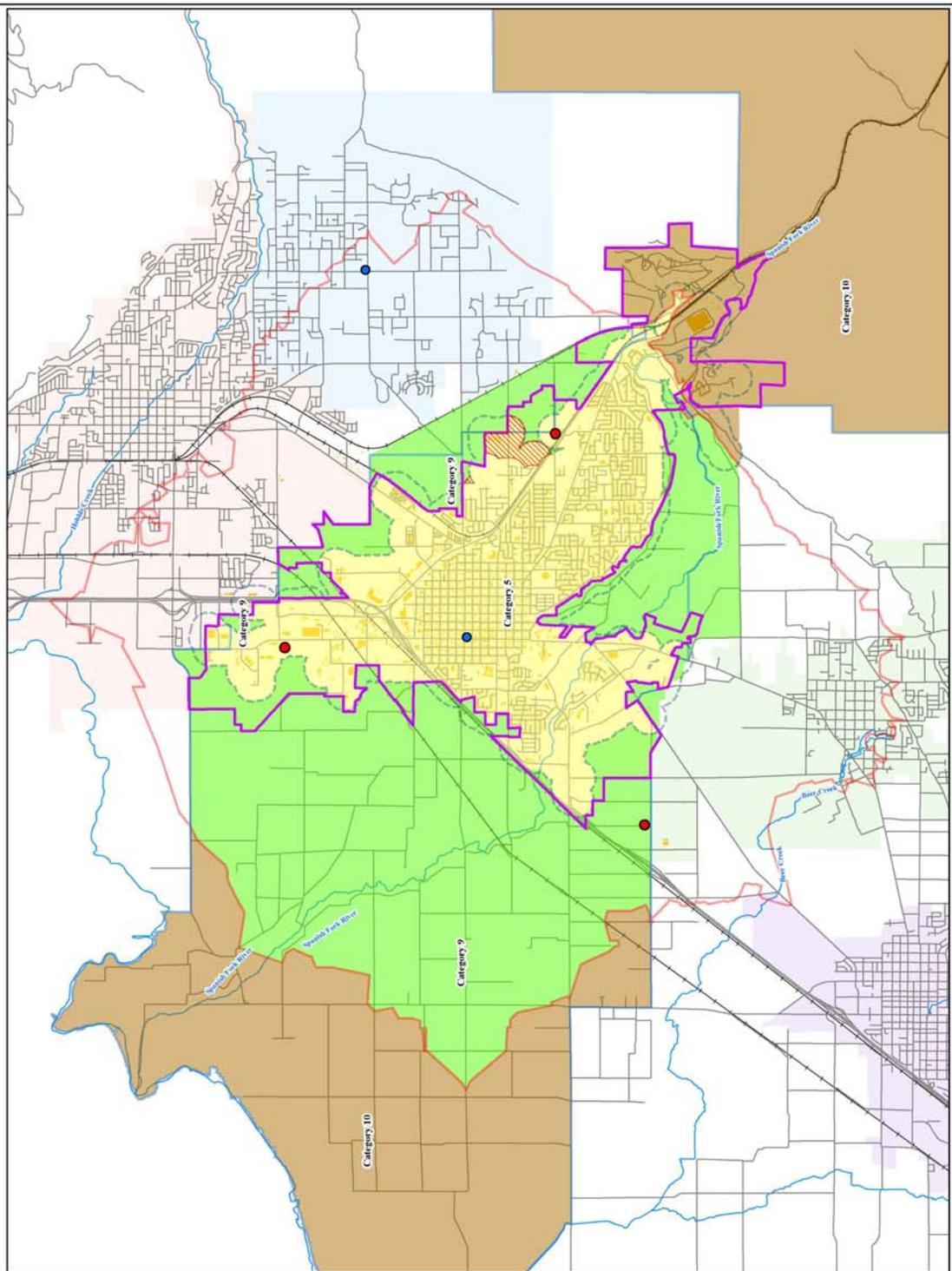
Fax: 509-786-0980

Fire Insurance Classifications



1 Inch = 5,234 Feet

- Legend**
- Fire Insurance Classifications Changes 2008
 - Fire Stations Planned**
 - Existing
 - Future
 - Fire Insurance Classifications**
 - Category 3
 - Category 5
 - Category 9
 - Category 10
 - Spanish Fork Boundary
 - 1000ft Buffer of Hydrants
 - County Fire Districts NAD83
 - 1 Mile Buffer of Fire Station
 - Major Roads
 - Rivers
 - Streams
 - Buildings
 - Mapleton
 - Puyon
 - Salem
 - Springville



10/16/2008



Geographic Information Systems
 Spanish Fork City GIS
 40 South Main Street
 Spanish Fork, UT 84660
 (801) 798-5000

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ANNEXATION & PRELIMINARY PLAT

REPORT TO THE PLANNING COMMISSION LEGACY FARMS ANNEXATION & PRELIMINARY PLAT

Agenda Date: October 5, 2010.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee, Planning Commission.

Request: Legacy Farms at Spanish Fork, LLC, is requesting to have some 480 acres annexed into Spanish Fork and to have a Preliminary Plat approved for a 270-acre Master Planned Development.

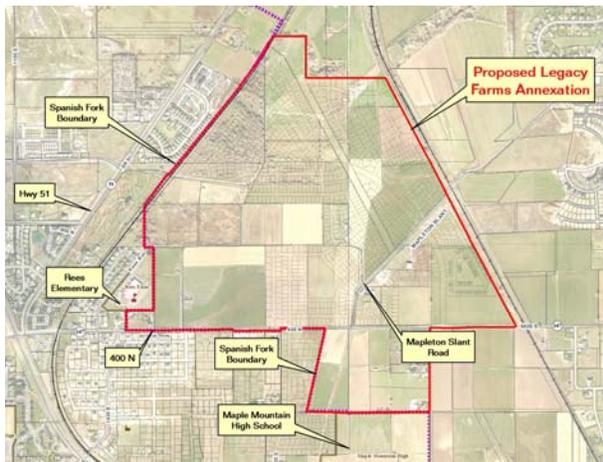
Zoning: Rural Residential, R-3, R-1-12, R-1-15 and Commercial 2 proposed.

General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre and General Commercial.

Project Size: The Northeast Bench Annexation includes a total of 479.58 acres. The proposed Legacy Farms Preliminary Plat contains 270.70 acres.

Number of lots: 756 proposed.

Location: Approximately 400 North 1500 East.



Background Discussion

Accompanying this report are draft minutes from the City's September 8 and 14, 2010 DRC meetings, minutes from the Planning Commission's September 22, 2010 meeting and supporting materials that describe the proposal.

Development Review Committee

The DRC reviewed this request in their September 8 and 14 meetings and recommended that it be approved. Draft minutes from those meetings read as follows:

September 8, 2010 DRC minutes:

Legacy Farms

Applicant: Legacy Farms at Spanish Fork, LLC
General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, Commercial 2 and Rural Residential
Zoning: R-3, R-1-12, R-1-12 and Commercial 2
Location: Approximately 400 North 1500 East

Mr. Magleby explained the changes to the proposal including the Nebo School District's interest in purchasing a 24-acre site to construct a junior high school. He explained that one of the parks had been eliminated to include the school. He further explained the amendments to the proposal.

Discussion was held regarding park space.

Mr. Magleby continued to explain the amendments regarding traffic and roundabouts, increasing park space, storm drain detention (discussion was held regarding storm drain detention), the removal of some single-family lots (due to the loss of units for the school) and the addition of more multi-family units and 54-foot streets.

Mr. Thompson explained that UDOT was not putting in a signal at 2550 East.

Mr. Peterson explained what easements would need to be obtained for the power and said that SESD had made some significant improvements to

there system in the area that it could affect this proposal.

Discussion was held regarding whether or not the City wanted to annex in the roads and if we did whether or not we could afford to maintain them.

Mr. Anderson said he felt that it would be a mistake for the phasing plan that supports building so many lots before parks are built. Discussion was held regarding phasing and 400 North and Slant Road.

Mr. Johnson explained what the Engineering redlines were and discussion was held regarding the redlines.

Mr. Oyler asked if all of the departments had submitted redlines and were good with the proposal.

Mr. Magleby explained the minimum construction standards that would apply to all lots in Legacy Farms: lot setbacks (discussion was held regarding the lot frontages that are between 70'-80' that the side setbacks should be a minimum of 10' and not 5'), foundation corners and planes, minimum finished area, porches, shutters and all homes being clad in masonry.

Mr. Anderson asked if the applicant could have the plat updated within a few days.

Mr. Anderson **moved** to recommend **tabling** the proposal so that the applicant could have time to review the redlines. Mr. Baker **seconded** and the motion **passed** all in favor.

Mr. Jarvis said that in his opinion that setbacks that are five feet back to back are too close. Mr. Baker said that if our Fire Department feels that we need 15 feet than we need 15 feet. Discussion was held regarding setbacks and fire.

September 14, 2010 DRC minutes:

Legacy Farms

Applicant: Legacy Farms at Spanish Fork, LLC
General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, Commercial 2 and Rural Residential
Zoning: R-3, R-1-12, R-1-12 and Commercial 2
Location: Approximately 400 North 1500 East

Mr. Johnson explained the Engineering Department redlines to Greg Magleby and Brian Gabler.

Discussion was held regarding road width, storm water detention, what was planned on being built under the overpass (box culvert), whether or not all of the lots were buildable and that storm drainage would need to be reviewed and approved by the City before it is on the Planning Commission agenda.

Mr. Magleby explained the changes they had made to their proposed construction standards and discussion was held regarding easements and setbacks.

Mr. Baker said that he was concerned that the Fire Department was not satisfied with the proposed side setbacks in the applicant's construction standards. Mr. Swenson explained what he believed to be Mr. Jarvis's concerns to be; he felt the City had made up their mind one year ago to have side setbacks be 5/10 and felt like they were being changed for this development. Mr. Swenson said he did not feel that Mr. Jarvis had a concern with the Fire Code but was more concerned with the City changing their minds. Mr. Baker said if Mr. Jarvis did not have any issue with the Fire Code then he was fine with the proposed setbacks because Master Planned Developments have always allowed the City to make some modifications to the City standards.

Discussion was held regarding the side setbacks being changed one year ago due to the power utility and not Fire Code.

Mr. Peterson said that, on narrow lots, he has asked that they be pre-approved for utilities so they can address whether or not it will work.

Mr. Oyler said he understands that because we're approving the layout of the utilities that it resolves the issue of 5/10 with Master Planned Developments.

Mr. Thompson said that utilities are no longer a setback issue because we were no longer going through City blocks, but around them.

Mr. Magleby explained that he felt the Design Guidelines should be more flexible.

Mr. Anderson expressed he felt that the right way to handle flexibility was to amend the guidelines if a suitable home design is presented that the standards would not permit. He explained that the Design Guidelines should be clear and not discretionary in any way.

Mr. Magleby asked if there was a way to not have to go through the entire approval process.

Mr. Baker said he agreed with Mr. Anderson that unless specific examples were included in the standards than to modify the guidelines they would need to amend the approval.

Mr. Anderson asked if the lot sizes or square footage of the homes had changed. Mr. Magleby said that they had not. Mr. Anderson then asked what the finished square footage would be on most of the homes in the development, 53 percent. Mr. Magleby said it was 1,400 square feet. He further explained that the average finished above ground square footage, single-family home, within Spanish Fork City was 1,554 square feet. Mr. Anderson asked Mr. Magelby if they did not plan on meeting the average home size on most of the lots in the proposal. Mr. Magelby said he needed to look at the average of the subdivision which was 783 lots. Mr. Anderson said in this case more than half of the lots would have the minimum house size which is less than Spanish Fork City's current average. Mr. Magelby agreed.

Mr. Oyler asked if a Development Agreement had been prepared. Mr. Baker said that he did not have one ready and did not believe he would be able to have it done before the Planning Commission meeting.

Mr. Johnson asked what was being proposed for the southeast portion of the plat on the west side of 2550 East. Mr. Anderson explained what had been agreed upon earlier.

Mr. Anderson expressed his concern with the Miner parcel and explained why he felt it could not be part of a development later on down the road and would need to be dedicated to the City as was previously planned.

Discussion was held regarding the Miner's property in its entirety and how to handle the density. Mr. Baker said that before all of the parties sign off on the development agreement that all of the exhibits will be attached so it will be clear to not only the Miner's but all of the parties involved.

Mr. Burdick asked if the phasing plan had been reviewed. Mr. Johnson said that the changes had been made but that he had not reviewed it. Mr. Oyler explained that there was still time to review that because we had two more meetings to make sure to get it done.

Mr. Baker **moved to recommend** to the Planning Commission annexation of the property formerly known as the North East Bench Annexation now being called Legacy Farm Annexation and including the parcel south of 400 North street; also, recommending approval of the Legacy Farms Master Planned Development located on the north side of 400 North and extending between 12th and 30th East based on the plans that have been submitted and subject to the following conditions:

Conditions

1. That the applicant enter into an annexation agreement that incorporates a phasing plan and design guidelines.
2. That the applicant make any redline changes as indicated by the City Surveyor and Engineering Department.
3. That either on the plat or in the annexation agreement that the strip of Miner property located on the west side of 2550 East Expressway Lane extension be designated as non-developable based upon the densities of the overall project.
4. That the applicant pay to the City the initial dollar amount that SESD gave to the applicant for the buyout realizing that the figure may change up or down.

Discussion was held regarding the development boundary and the Miner parcel. Mr. Anderson explained that he felt that if the Miner's property develops that it will develop with another development and perhaps it should be taken out of this development and adjust the density in terms of units from this development. Mr. Magelby said the intent was not to double dip, that there would be no double dipping. He reiterated that there would be no double dipping.

Mr. Baker said that he could include language in the development agreement stating the maximum of units the Miner's would receive.

Mr. Oyler **seconded** and the motion **passed**. Mr. Anderson voted **nay**. Mr. Anderson explained he was voting nay. He explained his nay vote is because there are two developed parks proposed which total 13.75 acres or 5 percent of the overall project, not an excessive amount of park space. The proposed Phasing Plan indicates construction of the first park when nearly 300 homes of the development are built. The second park would be built when only 135 homes are left; the wetlands would be improved when 50 homes are left. Another concern is the Design Guidelines,

particularly the minimum home size being 1,400 square feet for most of the lots in the development. Mr. Anderson is also concerned about not improving 400 North and Slant Road completely until such a substantial portion of the development is constricted.

Planning Commission

The Planning Commission reviewed this request in their September 22 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Legacy Farms Preliminary Plat

Applicant: Legacy Farms at Spanish Fork, LLC
General Plan: Residential 1.5 to 2.5 units per acre, Residential 2.5 to 3.5 units per acre, Residential 5.5 to 8 units per acre, Commercial 2 and Rural Residential
Zoning: R-3, R-1-12, R-1-12 and Commercial 2
Location: Approximately 400 North 1500 East

Mr. Anderson explained the DRC recommendation.

Chairman Christensen asked if a copy of the Annexation Agreement for the proposal was available. Mr. Anderson said it was not ready.

Greg Magleby

Mr. Magleby addressed the Commission. He began by explaining in April of 2010 the Nebo School District Board reviewed the purchase of some property in the proposal; for a new Junior High School and that a formalized purchase agreement was in the works. He explained that the original plan showed 838 lots but due to the purchase of the school the plan had been amended to 753 lots. He said the parks and dedicated open space was 27.1 acres. He further explained the roads, relocated park space, detention basins, 50-foot frontage lots amended to 60-foot frontages, re-configured buildable lot issues, re-configured lots on the Miner parcel, addition of a traffic circle, original public park plan versus the amended public park plan and additional park space.

Commissioner Gonzales asked to view a phasing plan.

Mr. Magleby explained what he felt the discussion in the DRC meeting was relative to the Miner property and the maximum amount of lots and that Mr. Baker would address the Miner property, in the Annexation Agreement, not exceeding 93 units.

Commissioner Cope said that in his personal opinion the Miner parcel should not be deemed undevelopable.

Commissioner Evans asked about the detention basin located by the over pass.

Chairman Christensen asked about storm detention during the phasing.

Commissioner Gonzales asked about the timeline for phasing. Mr. Magleby explained the phasing plan and discussion was held regarding roads, if the school is not built by 1B then the developer will install the needed infrastructure, he explained the escrow account to ensure the parks are built and discussion was held regarding how the escrow account would be handled.

Chairman Christensen asked how the City would be guaranteed the park and who would control the escrow account. Mr. Magleby explained the escrow would be funded at Final Plat and the City along with Legacy LLC would both sign off on the funds before they were dispersed.

Discussion was held regarding land ownership at annexation and impact fees for roads.

Commissioner Gonzales asked for Mr. Anderson to give insight into the road impact fees.

Mr. Anderson explained the City's reasons for adopting the Transportation Impact Fee.

Discussion was held regarding the arterial road and the developer fronting the costs as an amenity, the arterial road being at grade at the railroad crossing and the impact to the development, what was to be planned with the Rocky Mountain Corridor (Mr. Magleby said it was too cost prohibitive to purchase the land) and the total acreage of the parks with the wetlands.

Commissioner Marshall said he was not happy about 40 percent of the property being completed before a park is constructed.

Chairman Christensen explained what he understood would be paid out of the escrow account. Mr. Magleby explained what would be coming out of the escrow funds and what the City Parks & Recreation Department guidelines were regarding parks.

Discussion was held regarding phasing and park space and whether or not traffic studies had been

performed on 400 North and other roads within or near the proposal.

Mr. Burdick explained what happens when there is a failure of transportation.

Mr. Magleby explained what the transportation study reflected regarding 400 North and when it would reach a failure rate and proceeded to further explain the phasing plan and sewer capacity.

Commissioner Marshall said that in the feasibility report there are deficiencies and asked if the City had a plan to address them.

Mr. Anderson said he could not answer the question.

Commissioner Evans expressed that this development could take a very long time. And that that was how the proposal needed to be evaluated.

Commissioner Marshall asked about 2550 East and asked if it was part of the impact fee assessment. Mr. Anderson said it was not.

Chairman Christensen asked about the DRC condition of the minor property and expressed his concern of it turning into a nuisance strip.

Commissioner Evans asked about what he felt was a discrepancy with Mr. Anderson's nay vote from the DRC discussion with regard to the phasing of the parks. Mr. Anderson explained that he believed the difference comes with whether you include the Minor property in the calculations or not.

Mr. Anderson said he is concerned that there is insufficient parks space in the development but that that is not his biggest concern with parks. He explained that he is much more concerned about the phasing of park construction. He further explained that in a Master Planned Development it is common for cities to require that at least 10 or 15 percent of a development be park space and that in the last city he worked at they required 25 percent.

Commissioner Gonzales asked about the square footage of homes.

Mr. Magleby explained the minimum house sizes on each of the lots and the information they had pulled off of the Utah County Recorder's website. He further explained setbacks, different elements that would have to be incorporated (foundation corners,

front elevation, roof lines etc), minimum finished area, porches and homes must be clad masonry.

Chairman Christensen explained that typically when a Master Planned Development is done that there is one developer that does the actual construction. He said in the case of the proposal where there was potential to have many developers where was the leverage to ensure that the development was constructed as presented. Mr. Magleby said that he had talked extensively with Dave Anderson and Chris Swenson and that the Building Department of the City would be policing the design guidelines.

Discussion was held regarding whether or not the City would be able to enforce the guidelines. Mr. Magleby said that he felt the City would from the document he was describing.

Commissioner Marshall asked about duplicate homes and how often they could be built. Mr. Magleby said it was 200 feet measured from property line to property line.

Commissioner Gonzales **moved** to **continue** the Legacy Farms Preliminary Plat based on the deficiencies on the plans of the City, phasing of the parks and the need for more information from the City to connect to highway 51, fire, police. The motion **died** for **lack** of a **second**.

Commissioner Evans **moved** to **approve** the Legacy Farms Preliminary Plat subject to the following conditions:

Conditions

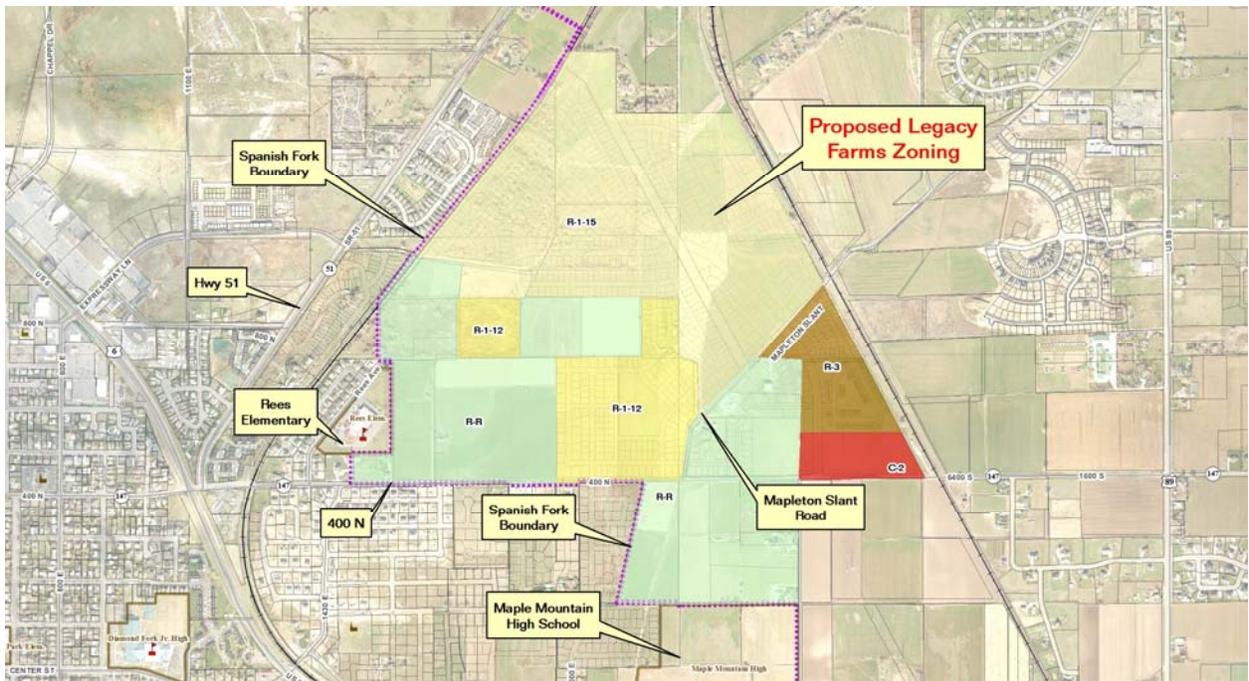
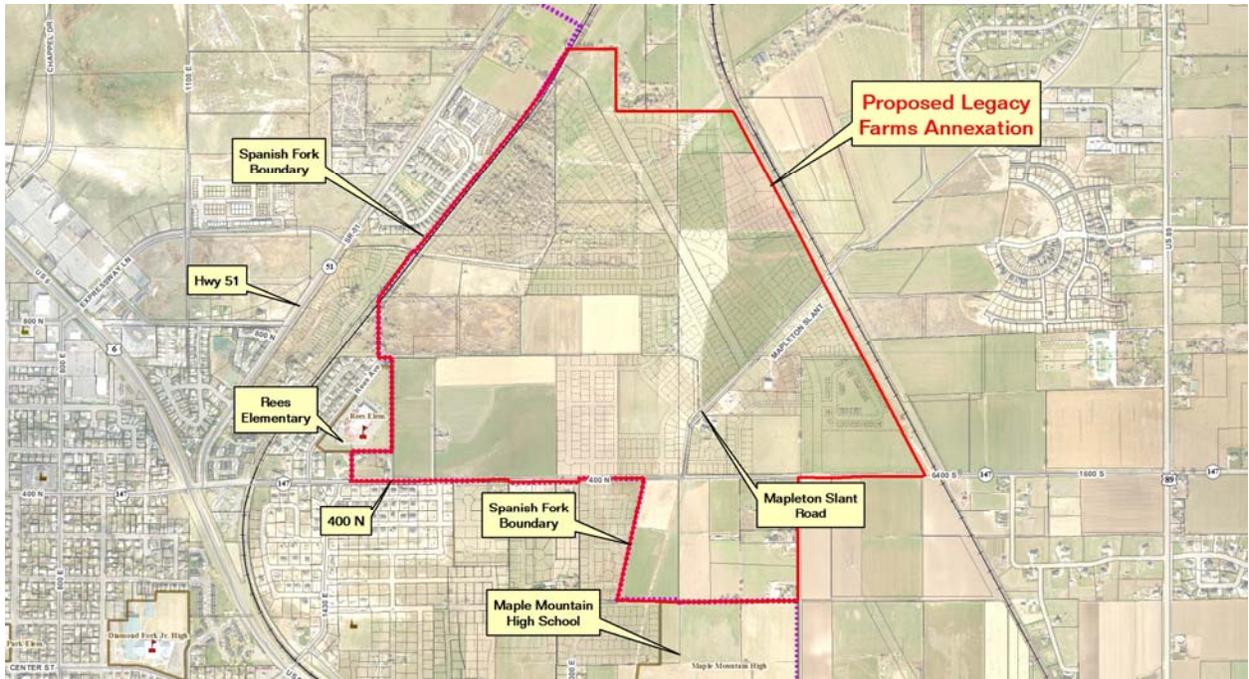
1. That the applicant enter into an Annexation Agreement that incorporates a phasing plan and design guidelines.
2. That the applicant make any redline changes as indicated by the City Surveyor and Engineering Department.
3. That the applicant pay to the City the initial dollar amount that SESD gave to the applicant for the buyout realizing that the figure may change up or down.
4. That a decision be made on what needs to be done on RD6.

Commissioner Cope **seconded** and the motion **passed** by a roll call vote. Chairman Christensen voted **nay** just for the record. He explained that he felt the arterial road should be constructed as one of the amenities, the percentage of parks being only 5 percent should be in the range of 15 percent

and that with the funding scenario he feels the City is being the developer. Commissioner Gonzales voted **nay** agreeing with Chairman Christensen and adding his concerns about the potential need to connect to State Road 51 and phasing of parks.

Recommendation

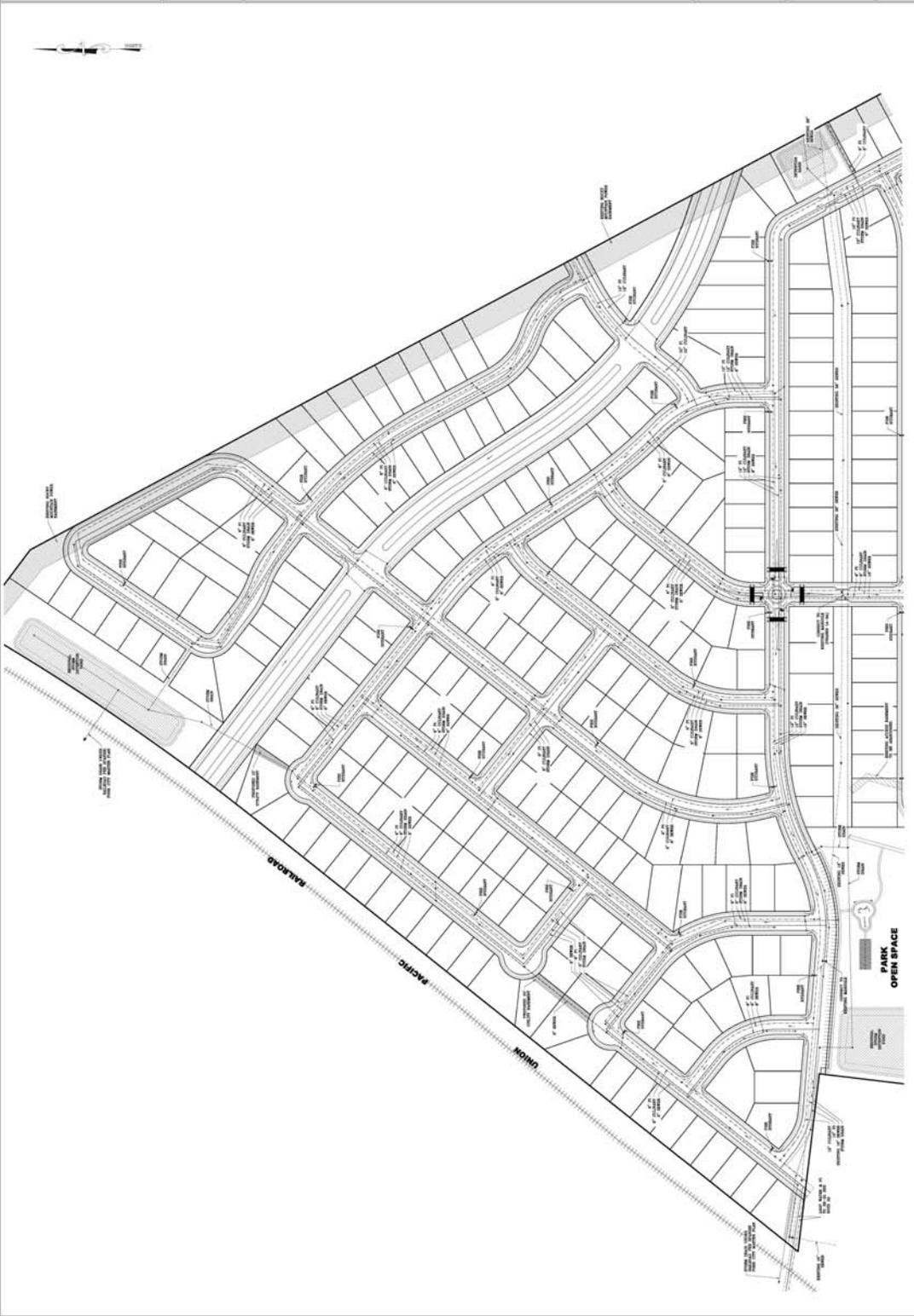
Staff recommends that the proposed Northeast Bench Annexation and Legacy Farms Preliminary Plat be approved.

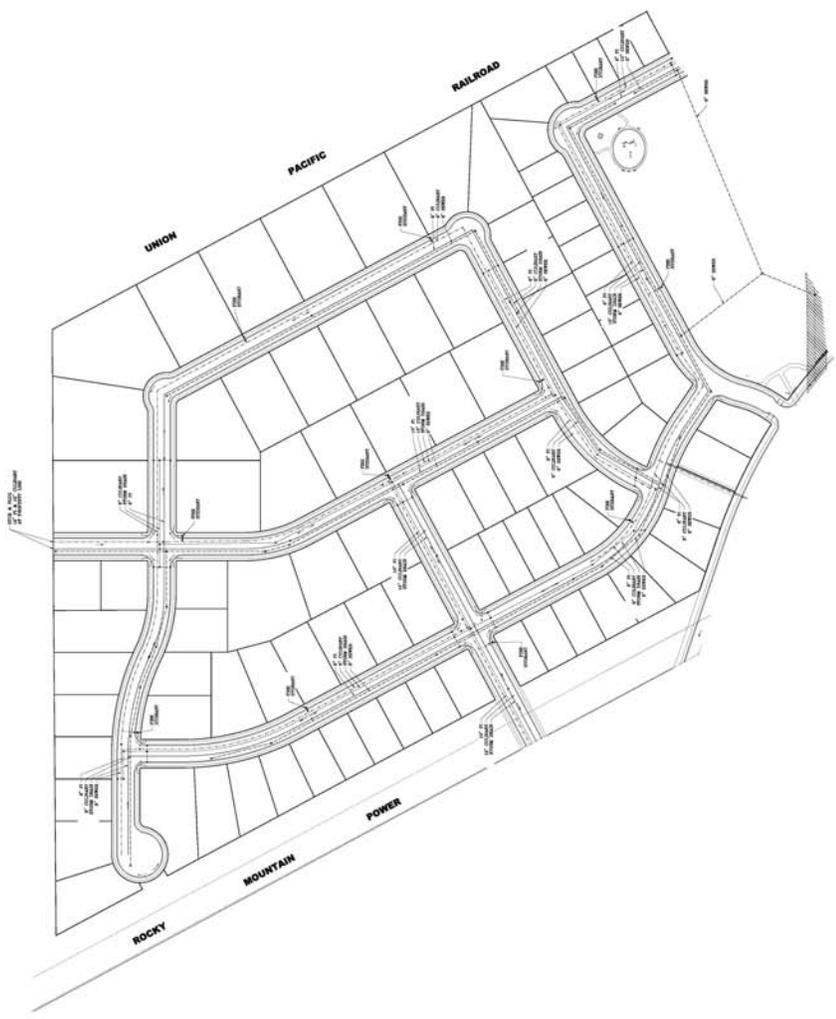


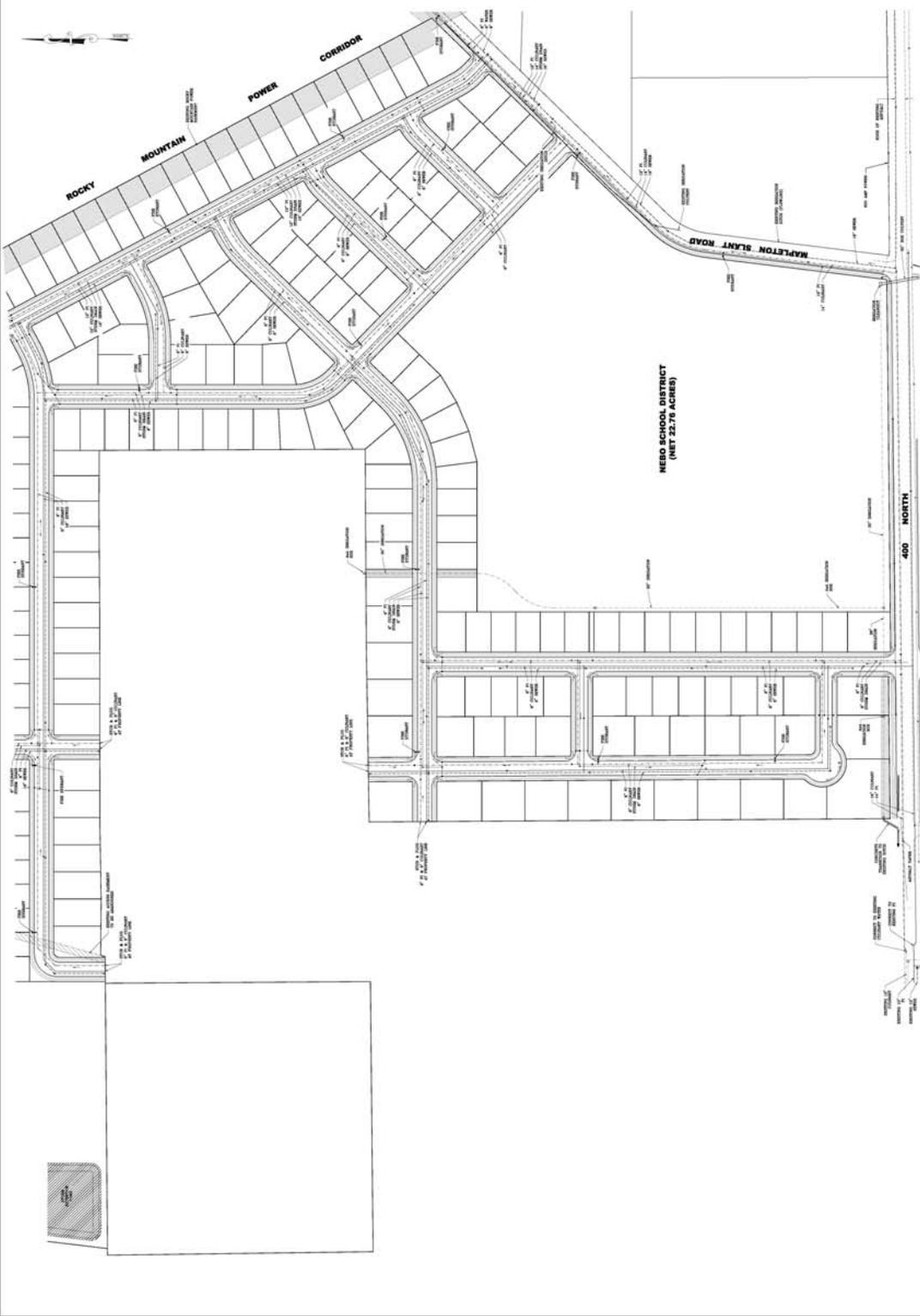




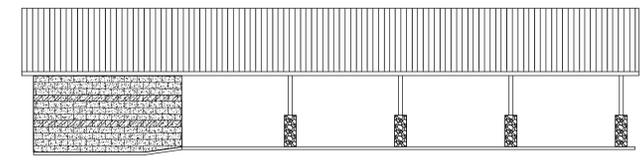




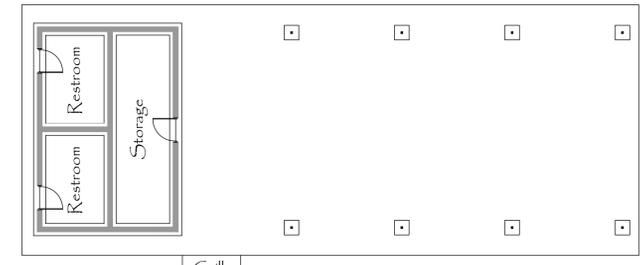




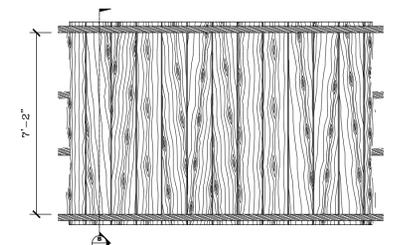
NOTES:
1. All park construction to follow Spanish Fork City standards.
2. Trees shown for illustration purposes only. see individual park improvements for required number of trees. Trees to be placed as directed by park supervisor.



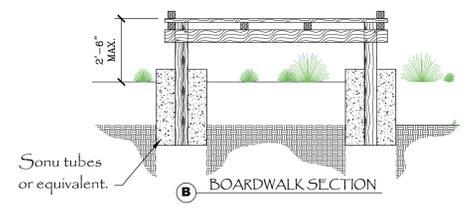
GATHERING PAVILION PLAN VIEW
(equivalent to Spanish Fields)



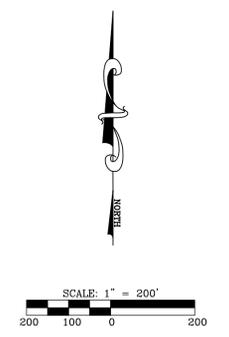
GATHERING PAVILION FLOOR PLAN



BOARDWALK PLAN VIEW



BOARDWALK SECTION



PARK #1 - 7.9 ACRES

- Grass seed according to city standards
- Irrigation system according to city standards
- Stormwater Basin
- Pressurized irrigation service
- Culinary water service
- Sewer service
- Playground (Miracle 714-S156, 714-S162, or 714-S165 or equivalent with Miracle 5" o.d. Arch Swing 714-852-4 or equivalent)
- (4) 8ft. picnic tables on 10x10 concrete pads (Webcoat model #T8INNVROLL or equivalent placed in location approved by parks supervisor)
- (2) 8ft. benches with playground (Webcoat model #B6WBINNVS or equivalent)
- (6) garbage containers with plastic liners (Webcoat model #TR32PERFWFLATTOP32 or equivalent)
- 80 trees in locations approved by parks supervisor
- Black vinyl coated 6' chain link fence with mow curb between Legacy Farms Parkway and park

PARK #2 - 16.0 ACRES

- Grass seed according to city standards
- Irrigation system according to city standards
- Stormwater Basin
- Pressurized irrigation service
- Culinary water service
- Sewer service
- 60 parking stall along frontage (2 ADA Stalls)
- Pavilion as detailed
- (15) 8ft. picnic tables with pavilion (Webcoat model #T8INNVROLL or equivalent)
- Playground (Miracle 714-S156, 714-S162, or 714-S165 or equivalent with Miracle 5" o.d. Arch Swing 714-852-4 or equivalent)
- (2) 8ft. benches with playground (Webcoat model #B6WBINNVS or equivalent)
- (6) garbage containers with plastic liners (Webcoat model #TR32PERFWFLATTOP32 or equivalent)
- 60 trees in locations approved by parks supervisor
- 10' asphalt trail connection as detailed
- Trex, pressure treated or redwood boardwalk & gazebo as detailed within the wetland area.
- Sidewalks as detailed

TRAIL CORRIDOR - 2.35 ACRES

- Grass seed according to city standards
- Irrigation system according to city standards
- 10' asphalt trail (10' min. from property line)
- 50 trees in locations approved by parks supervisor
- 6' vinyl fence (no gates)

PRIVATE TOWNHOME PARK - TBD

- Final design to be determined at the time of amended submittal.



**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

**LEGACY FARMS @ SPANISH FORK
OVERALL PHASING PLAN PRELIMINARY 2B**

REVISIONS	
1	
2	
3	
4	
5	
6	

LEI PROJECT #: 2006-1463
DRAWN BY: TJP
DESIGNED BY: BTG
SCALE: 1" = 200'
DATE: 09/13/2010



Legacy Farms

AT SPANISH FORK

PLAT LAYOUT AND PHASING PLAN

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PHASING PLAN

Legacy Farms at Spanish Fork

Phase	# of Lots	Utility Improvements [#]					Roadways		Park / Open Space	
		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
Annexation	-	Not applicable in this area.	Not applicable in this area.	Not applicable in this area.	Not applicable in this area.	Not applicable in this area.	Not applicable in this area.	Dedicate RD1, RD2, RD3, RD4, RD5 and RD6.	Dedication of P1, P2, P3, P4, P5, P6, P7 and P8.	Not applicable at this time.
1A	27	Install 16" main within 400 North (if Phase 1A proposed is constructed prior to completion of Maple Mountain "C") to intersection of 1A and stub to 400 North. Extend 8" main throughout 1A and stub 8" main to 2A, 13A & 14A.	Install 14" main within 400 North (if Phase 1A proposed is constructed prior to completion of Maple Mountain "C") to intersection of 1A and stub to 400 North. Extend 8" main throughout 1A and stub 8" main to 2A. Stub 6" main to 13A & 14A.	Connect and construct 600 amp line north on east side of 2550 East from existing line terminating at the Maple Mountain High School. Install conduit for second 600 amp line through this section of 2550 East. Continue the 600 amp line west until the intersection of 1A along 400 North. See the attached Power Exhibit, Offsite Line A for illustration of layout. Extend 200 amp line into 1A. Stub 200 amp line to 2A, 13A & 14A.	Connect and extend Master Plan size sewer main from SF/Mapleton main line via 2A, 6A, 7A & 8A.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 2A.	Provide temporary turnaround to be placed in 2A. Road frontage along 400 North to be improved and striping as required by UDOT.	Not applicable at this time.	Not applicable at this time.	Not applicable at this time.

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2A	25	Extend and loop water main by extending 16" main along 400 North to Slant Road. Transition to a 14" main up Slant Road to the first intersection of 2A. Stub 14" main to 3A in Slant Road. Transition to 8" main and loop throughout 2A back to 1A. Stub 8" main to 3A, 4A, 5A, 6A, & 13A. Install utility laterals for 13A.	Extend and loop water main by extending 14" main along 400 North to Slant Road. Transition to a 12" main up Slant Road to the first intersection of 2A. Stub 12" main to 3A in Slant Road. Transition to 6" main along school frontage until northern most intersection. Transition to a 8" main and loop back to 1A. Stub 8" main to 5A & 13A. Stub 6" main to 3A, 4A & 6A. Install utility laterals for 13A.	Extend and loop 200 amp line up Slant Road and back to 1A. Stub 200 amp line to 3A, 4A, 5A, 6A & 13A. Install utility laterals for 13A as necessary.	Previously connected and extended with 1A. Connect and extend sewer main along school frontage. Install utility laterals for 13a.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 4A & 6A. Install utility laterals for 13A as necessary.	No temporary turnaround required. Loop created through 2A back to 1A and Slant Road. Install curb and gutter on west side and pave to half the road plus ten feet on the east. Install full curb and gutter, sidewalk and asphalt for portion of 13A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
3A	12	Extend 14" main up Slant Road to intersection of RMP corridor and stub 12" main to 10A. Install 12" main from proposed 14" main and stub to 4A. Extend and loop 8" main to 2A.	Extend 12" main up Slant Road to intersection of RMP corridor and stub a 10" main to 10A. Continue 12" main from proposed 12" main and stub to 4A. Install and loop 6" main to 2A.	Extend and loop 200 amp line through 2A and 3A. Stub 200 amp line to 4A & 10A.	Connect and extend Master Plan size sewer main from SF/Mapleton main line via 4A, 5A, 6A & 7A.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 4A.	Temporary turnaround placed on north end leading to 6A. Loop created connecting Slant Road to 2A. Install curb and gutter on west side and pave to half plus ten feet on the east. Full improvements of remaining portion of Slant Road once lots on right-hand side begin (North end).	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.

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		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
4A	13	Extend 12" main from 3A and stub to 5A. Extend and loop 8" main to 2A.	Extend 12" main from 3A and stub to 5A. Extend and loop 6" main to 2A.	Extend and loop 200 amp line through 4A from 2A & 3A. Stub 200 amp line to 5A.	Previously connected and extended with 3A. Connect and extend 8" sewer line.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 5A.	No temporary turnaround required. Loop created connecting 2A and 3A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
5A	13	Extend 12" main from 4A and stub to 6A. Extend and loop 8" main to 2A.	Extend 12" main from 4A and stub to 6A. Extend and loop 8" main to 2A.	Extend and loop 200 amp line through 5A. Stub 200 amp line to 6A.	Previously connected and extended with 1A & 3A. Connect extend 8" sewer line.	Install properly engineered storm drain pipe within phase and offsite through 6A & 7A. Construct a portion of Pond #1 in P1.	No temporary turnaround required. Loop created connecting 2A & 4A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
6A	23	Extend 12" main from 5A and stub to 7A. Extend and loop 8" main from 2A. Stub 8" main to 7A.	Extend 12" main from 5A and stub to 7A. Extend and loop 6" main from 2A. Stub 6" main to 7A.	Extend and loop 200 amp line through 6A. Stub 200 amp line to 7A.	Previously connected and extended with 1A & 3A. Connect extend 8" sewer line were applicable.	Connect and install properly engineered storm drain pipe within phase. Upgrade Pond #1 in P1 as necessary.	Install temporary turnaround on the north end stubs to 7A. Loop created connecting 2A & 5A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
7A	12	Extend 12" main and stub to 9A. Extend and loop 8" main from 6A. Stub 8" main to 8A & 4B.	Extend 12" main and stub to 9A. Extend and loop 6" main from 6A. Stub 6" main to 8A & 4B.	Extend and loop 200 amp line through 7A. Stub 200 amp line to 8A and 9A.	Previously connected and extended with 1A.	Install properly engineered storm drain pipe within phase. Fully upgrade Pond #1 with improvement of the Park P1. Stub outfall line to P2. Temporary discharge easement and basin to be placed within 9A.	No temporary turnaround required. Loop created reverting back to 6A.	Not applicable at this time.	All parks previously dedicated.	Improve park frontage and fully improve Park P1 by installing the required amenities according to the attached Park Landscape Plan.
8A	25	Extend 8" main and stub to 9A, 2C and Keith Williams property.	Extend 6" main and stub to 9A, 2C and Keith Williams property.	Extend 200 amp line from 7A. Stub 200 amp line to 9A, 2C and Keith Williams property.	Previously connected and extended with 1A. Stub 8" main to 2C and Keith Williams property.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 2C. Install outfall line within Park P2 and stub to P5.	No temporary turnaround required.	Not applicable at this time.	All parks previously dedicated.	Improve Park P2 by installing the required amenities according to the attached Park Landscape Plan.

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		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
9A	32	Extend and loop 12" main from 7A and 8" main in 8A. Stub 12" main to 1C and 3C. Stub 8" main to 1C.	Extend and loop 12" main from 7A and 6" main in 8A. Stub 12" main to 1C and 3C. Stub 6" main to 1C.	Extend and loop 200 amp line from 7A and 8A. Stub 200 amp line to 1C and 3C.	Connect and extend Master Plan size sewer main from SF/Mapleton main line via 3C and 6C. Stub 8" line to 1C.	Install properly engineered storm drain pipe within phase. Install conveyance system in P5 and P6 and construct portion of Pond #2 in P6.	Temporary turnaround to be installed east stub into 1C. Loop created connecting 7A & 8A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
10A	11	Extend 12" main from 14" main and stub to 11A. Stub 8" main to DF Adam's property.	Extend 10" main from 12" main and stub to 11A. Stub 8" main to DF Adam's property.	Connect and extend conduit on east side of roadway for a 600 amp line from the 2550 East/400 North intersection to the end of RD1. Connect and extend 200 amp line from 3A. Stub 200 amp line to 11A and DF Adam's property.	Connect and extend 8" main and stub to 9A and DF Adam's property.	Install properly engineered storm drain pipe within phase. Connect to existing where applicable. Temporary discharge easement and basin to be placed within 11A.	Provide temporary turnaround to be placed at southeast end of 10A. Install curb and gutter on west side and pave to half plus ten feet on the east. Full improvements of remaining portion of Slant Road once lots on right-hand side begin (North end).	Install full street improvements for frontages 10A & 2D & curb-to-curb improvements (5 lanes, median, landscaping and stone masonry wall) for remainder of roadway up to intersection of Slant Road.	All parks previously dedicated.	Not applicable at this time.
11A	16	Extend 12" main from 10A and stub to 2B. Stub 8" main to 12A. Extend 8" main through cul-de-sac.	Extend 10" main from 10A and stub to 2B. Stub 8" main to 12A. Extend 6" main through cul-de-sac.	Extend 600 amp line along west side of 2550 East from the new substation to intersection of 100 South then connect to extend to existing conduits on east side of roadway in front of the Highschool until the end of RD2. See the attached Power Exhibit, Offsite Line B for illustration of layout. Extend and loop 200 amp line through 10A to 11A & RD2. Stub 200 amp line to 12A.	Connect and extend 8" main from 8A. Stub 8" main to 10A.	Install properly engineered storm drain pipe within phase and offsite through RD3 to Pond #1 in P1.	No temporary turnaround required. Loop created connecting 10A, RD1 & RD2.	Install full street improvements (5 lanes, median, landscaping and stone masonry wall) for RD2 up to intersection of 11A.	All parks previously dedicated.	Not applicable at this time.

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12A	11	Extend and loop 8" main from 7A and 11A. Stub 8" main to 4B. Stub culinary service into P3.	Extend and loop 6" main from 7A and 11A. Stub 6" main to 4B. Stub 4" line to P3.	Extend 200 amp line through 12A from 11A.	Connect and extend 8" line from 11A.	Connect and install properly engineered storm drain pipe within phase to 11A.	No temporary turnaround required.	Install stone masonry wall to be placed to rear of lots within 12A.	All parks previously dedicated.	Not applicable at this time.
13A	19	Extend and loop 8" main from 1A & 2A. Stub 8" main to 14A & Keith Williams property.	Extend and loop 8" main from 1A & 2A. Stub 8" main to Keith Williams property. Extend 6" main and stub to 14A & Keith Williams property.	Extend and loop 200 amp line from 1A & 2A. Stub 200 amp line to 14A & Keith Williams property.	Connect and extend 8" line from 2A. Stub 8" line to Keith Williams property.	Connect and install properly engineered storm drain pipe within phase to 2A.	No temporary turnaround required. Loop created connecting 1A & 2A.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
14A	12	Extend and loop 8" main from 1A and 13A.	Extend and loop 6" main from 1A and 13A.	Extend and loop 200 amp line from 1A & 13A.	Connect and extend 8" line from 13A.	Connect and install properly engineered storm drain pipe within phase to 13A.	No temporary turnaround required. Loop created connecting 1A & 13A. Road frontage along 400 North to be improved and striping as required by UDOT.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.

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		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
1B	13	Extend 12" main from 11A through 2B. Stub 12" main to 3B. Stub 8" main to 2B & 1D. Stub culinary service into P4.	Extend 10" main from 11A through 2B. Stub 10" main to 3B. Stub 8" main to 1D. Stub 6" main to 2B. Stub 4" line into P4.	Extend 200 amp line from RD1 up Slant Road. Stub 200 amp line to 2B, 3B, & 1D.	Connect and extend Master Plan size sewer main from SF/Mapleton main line via 3B. Stub to 2B & 1D. Stub sewer lateral into P4. Slant Road to be rebuilt after sewer is installed and to be paved from curb to half the road plus 10 feet as necessary.	Install properly engineered storm drain pipe within phase and offsite to temporary discharge easement in 3B.	No temporary turnaround required. Full improvements to 400 North and Slant Road to be completed with this phase. Including master plan sewer, sidewalk, irrigation ditch piping, curb and gutter, storm drainage, and any other improvements needed to complete improvements throughout proposed A Phases. Slant Road to be rebuilt after sewer installed and to be paved from curb to half the road plus 10 feet as necessary. Road frontage along 400 North to be striped as required by UDOT.	Not applicable at this time.	All parks previously dedicated.	Improve park frontage within phase for P4.
2B	15	Extend and loop 8" main from 1B.	Extend and loop 6" main from 1B.	Extend & loop 200 amp line through 2B back to 1B.	Connect and extend 8" sewer line from 1B.	Connect and install properly engineered storm drain pipe within phase.	No temporary turnaround required. Loop created reverting back to 1B.	Stone masonry wall previously installed with RD2.	All parks previously dedicated.	Improve park frontage within phase for P4.
3B	19	Extend 12" main from 1B and stub to 4B.	Extend 10" main from 1B and stub to 4B.	Continue 600 amp line north along east side of RD3. Extend & loop 200 amp line through 3B & back to 1B. Stub 200 amp line to 4B.	Previously connected and extended with 1B. Connect and extend 8" main through phase. Stub 8" line to 4B.	Install properly engineered storm drain pipe within phase which was previously connected with 1B.	No temporary turnaround required. Loop created connecting 1B & RD3.	Install full street improvements (5 lanes, median, landscaping and stone masonry wall) for RD3 up to intersection of 3B.	All parks previously dedicated.	Improve Park frontage and Park P3 & P4 by installing the required amenities according to the attached Park Landscape Plan. Construct pedestrian underpass.

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4B	11	Extend 12" main from 3B and stub to 5B. Extend and loop 8" main from 7A & 12A to 12" main. Stub 8" main to 5B & 7B.	Extend 10" main from 3B and stub to 5B. Extend and loop 6" main from 7 & 12A to 10" main. Stub 6" main to 5B & 7B.	Extend 200 amp line from 3B. Stub 200 amp line to 5B & 7B.	Connect and extend 8" line from 3B. Stub 8" line to 5B & 7B.	Install properly engineered storm drain pipe within phase. Construct temporary discharge easement and basin within 5B.	Temporary turnaround to be installed east stub to 5B.	Install stone masonry wall to the rear of lots within 4B.	All parks previously dedicated.	Not applicable at this time.
5B	19	Extend 12" main and stub to 1C & 6B. Extend and loop 8" main to 4B. Stub 8" main to 8B & 11C.	Extend 10" main and stub to 1C & 6B. Extend and loop 6" main to 4B. Stub 6" main to 8B. Stub 8" to 11C.	Extend and loop 200 amp line from 4B. Stub 200 amp line to 6B, 8B, 1C & 11C. Extend and loop 600 amp line on east side to the end of RD4.	Connect and extend 8" line from 4B. Stub 8" line to 6B & 8B.	Install properly engineered storm drain pipe within phase and offsite to temporary discharge easement and basin within 11C.	No temporary turnaround required. Loop created reverting back to 4B & RD3.	Install full street improvements (5 lanes, median, landscaping and stone masonry wall) for RD4 up to intersection of 5B.	All parks previously dedicated.	Not applicable at this time.
6B	8	Extend 12" main from 5B and stub to Hutching's property. Stub 8" main to 7B & 9B.	Extend 10" main from 5B and stub to Hutching's property. Stub 6" main to 7B & 9B.	Extend 200 amp line from 5B. Stub 200 amp line to 7B, 9B & Hutching's property.	Connect and extend 8" line from 5B. Stub 8" line to 9B & Hutching's property.	Connect and install properly engineered storm drain pipe within phase to 5B.	No temporary turnaround required.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
7B	17	Extend and loop 8" main from 4B to 6B.	Extend and loop 6" main from 4B to 6B.	Extend and loop 200 amp line from 4B to 6B.	Connect and extend 8" line from 4B.	Connect and install properly engineered storm drain pipe within phase to 4B.	Loop created connecting 4B & 6B.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
8B	13	Extend 8" main from 5B. Stub 8" main to 9B.	Extend 6" main from 5B. Stub 6" main to 9B.	Extend 200 amp line from 5B. Stub 200 amp line to 9B.	Connect and extend 8" line from 5B.	Connect and install properly engineered storm drain pipe within phase to 5B.	Provide temporary turnaround on north end.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
9B	11	Extend and loop 8" main from 6B & 8B.	Extend and loop 6" main from 6B & 8B.	Extend and loop 200 amp line from 6B & 8B.	Connect and extend 8" line from 6B.	Connect and install properly engineered storm drain pipe within phase to 8B.	Loop created connecting 6B & 8B.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
1C	19	Extend and loop 12" main from 9A and 5B. Extend and loop 8" main to 9A. Stub 8" main to 4C.	Extend and loop 10" main from 9A and 5B. Extend and loop 6" main to 9A. Stub 6" main to 4C.	Extend and loop 200 amp line from 9A & 5B. Stub 200 amp line to 4C.	Connect and extend 8" sewer main previously connected and installed with 9A.	Connect and install properly engineered storm drain pipe within 9A. Upgrade Pond #2 in P6 as required.	No temporary turnaround required. Loop created reverting back to 9A.	Install stone masonry wall to the rear of lots within 1C if not previously installed within 5B.	All parks previously dedicated.	Not applicable at this time.

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2C	14	Extend 8" main from 9A. Stub 8" main to Keith Williams property.	Extend 6" main from 9A. Stub 6" main to Keith Williams property.	Extend 200 amp line from 9A. Stub 200 amp line to Keith Williams property.	Connect and extend 8" line from 9A. Stub 8" line to Keith Williams property.	Connect and install properly engineered storm drain pipe within phase. Install storm drain pipe within Park P5. Fully construct Pond #2 in P6.	Provide temporary turnaround on south end of phase.	Not applicable at this time.	All parks previously dedicated.	Improve park frontage of P6 with full improvements to Park P5 by installing the required amenities according to the Park Landscape Plan.
3C	10	Extend 12" main from 9A and stub to 6C. Stub 8" main to 4C & 5C. Stub culinary service to P6.	Extend 12" main from 9A and stub to 6C. Stub 8" main to 5C. Stub 6" main to 4C. Stub 4" line to P6.	Extend 200 amp line from 9A. Stub 200 amp line to 4C, 5C & 6C.	Previously connected and extended with 9A. Stub 8" main to 4C & 5C. Stub sewer lateral to P6.	Connect and install properly engineered storm drain pipe within phase to P5.	No temporary turnaround required.	Not applicable at this time.	All parks previously dedicated.	Improve park frontage within phase for P6.
4C	24	Extend and loop 8" main from 1C to 3C. Stub 8" main to 5C & 9C.	Extend and loop 6" main from 1C to 3C. Stub 6" main to 5C & 9C.	Extend and loop 200 amp line from 1C & 3C. Stub 200 amp line to 4C & 9C.	Connect and extend 8" line from 3C.	Connect and install properly engineered storm drain pipe within phase to 3C.	Temporary turnaround to be installed on north stub to 9C. Loop created connecting 1C & 3C.	Install stone masonry wall to the rear of lots within 4C bordering Legacy Farms Parkway.	All parks previously dedicated.	Not applicable at this time.
5C	17	Extend and loop 8" main from 3C & 4C. Stub 8" main to 8C & 9C.	Extend 8" main from 3C and stub to 9C. Extend and loop 6" main from 4C. Stub 6" main to 8C.	Extend and loop 200 amp line from 3C & 4C. Stub 200 amp line to 8C & 9C.	Connect and extend 8" line from 3C. Stub to 9C.	Install properly engineered storm drain pipe within phase. Provide temporary discharge easement and basin within 8C.	No temporary turnaround required. Loop created connecting 3C & 4C.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
6C	19	Extend and loop 12" main from 3C to off-site 12" main in Spanish Fork. Stub 8" main to 7C.	Extend and loop 12" main from 3C to off-site 12" main in Spanish Fork. Stub 6" main to 7C.	Extend 200 amp line from 3C. Stub 200 amp line to 7C.	Connect and extend Master Plan size sewer main from Spanish Fork/Mapleton main line. Stub 8" line to 7C.	Install properly engineered storm drain pipe within phase. Provide temporary discharge easement and basin within 7C. Fully improve Pond #2 in P6.	No temporary turnaround required.	Not applicable at this time.	All parks previously dedicated.	Fully improve park frontage and P6 by installing the required amenities according to the Park Landscape Plan.
7C	17	Extend and loop 8" main from 6C. Stub 8" main to 8C.	Extend and loop 6" main from 6C. Stub 8" main to 8C.	Extend and loop 200 amp line from 6C. Stub 200 amp line to 8C.	Connect and extend 8" line from 6C. Stub 8" line to 8C & 12C.	Install properly engineered storm drain pipe within phase. Provide temporary discharge easement and basin within 8C.	No temporary turnaround required. Loop created reverting back to 6C.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.

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8C	15	Extend and loop 8" main from 5C & 7C. Stub 8" line to 9C & 12C.	Extend and loop 6" main from 5C & 7C. Stub 6" main to 9C & 12C.	Extend & loop 200 amp line from 5C & 7C. Stub 200 amp line to 9C to 12C.	Connect and extend 8" line from 7C. Stub 8" line to 9C.	Install properly engineered storm drain pipe within phase. Provide temporary discharge easement and basin within 9C & 12C.	No temporary turnaround required. Loop created connecting 5C & 7C.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
9C	22	Extend and loop 8" main from 4C, 5C & 8C. Stub 8" main to 10C & 13C.	Extend 8" main from 5C and stub to 10C. Extend and loop 6" main from 4C & 8C. Stub 6" main to 13C.	Extend & loop 200 amp line from 4C, 5C, & 8C. Stub 200 amp line to 10C & 13C.	Connect and extend 8" line from 5C & 8C.	Install properly engineered storm drain pipe within phase. Provide temporary discharge easement and basin within 13C.	No temporary turnaround required. Loop created connecting 4C, 5C, & 8C.	Install full street improvements (5 lanes, median, landscaping and stone masonry wall) of RD5 at intersection of 9C.	All parks previously dedicated.	Not applicable at this time.
10C	12	Extend 8" main from 9C and stub to 11C & 14C.	Extend 8" main from 9C and stub to 11C. Stub 6" main to 14C.	Extend 200 amp line from 9C. Stub 200 amp line to 11C. Extend and loop 600 amp line on east side to the end of RD5.	Connect and extend to 8" line from 9C. Stub 8" line to 11C.	Install properly engineered storm drain pipe within phase and offsite through 14C to Pond #4 in P8. Construct portion of Pond #4.	Provide temporary turnaround on south end. Loop created connecting 19C & RD5.	Stone masonry wall previously installed with 9C.	All parks previously dedicated.	Not applicable at this time.
11C	14	Extend and loop 8" main from 1C & 10C.	Extend and loop 8" main from 1C & 10C.	Extend and loop 200 amp line from 5B & 10C.	Connect and extend 8" line from 10C.	Connect and install properly engineered storm drain pipe and basin within phase.	Loop created connecting 5B, 1C & 10C.	Stone masonry wall previously installed with 5B & 9C.	All parks previously dedicated.	Improve Park Area P7 by installing the required amenities according to the attached Park Landscape Plan.
12C	14	Extend 8" main from 8C. Stub 8" main to 13C.	Extend 6" main from 8C. Stub 6" main to 13C.	Extend 200 amp line from 8C. Stub 200 amp line to 13C.	Connect and extend 8" line from 7C. Stub 8" line to 13C.	Install properly engineered storm drain pipe within phase and offsite through 13C to Pond #3 in P8. Upgrade portion of Pond #8 as necessary.	Provide temporary turnaround on northeast end of phase.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
13C	13	Extend and loop 8" main from 9C & 12C.	Extend and loop 6" main from 9C & 12C.	Extend and loop 200 amp line from 9C & 12C.	Connect and extend 8" line from 12C.	Connect and install properly engineered storm drain pipe within phase.	Loop created connecting 9C & 12C.	Not applicable at this time.	All parks previously dedicated.	Improve Open Space & detention area P8 by installing required amenities according to the attached Park Landscape Plan.

* All power utility improvements will be designed and reviewed by S.F. Power due to potential changes to existing conditions.

All other improvements are subject to change based on actual phasing as development occurs.



PHASING PLAN

Legacy Farms at Spanish Fork

Phase	# of Lots	Utility Improvements [#]					Roadways		Park / Open Space	
		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
14C	22	Extend 8" main from 10C.	Extend 6" main from 10C.	Extend 200 amp line from 10C.	Connect and extend 8" line from 10C.	Connect and install properly engineered storm drain pipe within phase.	No temporary turnaround required.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
1D	32	Extend 8" main from 1B and stub to 2D & 3D.	Extend 8" main from 1B and stub to 3D. Stub 6" main to 2D.	Extend 200 amp line from 1B. Stub 200 amp line to 2D & 3D.	Connect and extend 8" line from 1B. Stub 8" main to 2D & 3D.	Connect and install properly engineered storm drain pipe within phase to 1B.	Provide temporary turnaround on southeast end.	Not applicable at this time.	All parks previously dedicated.	Not applicable at this time.
2D	20	Extend and loop 8" main from 1D.	Extend and loop 6" line from 1D.	Extend & loop 200 amp line from 1D.	Connect and extend 8" line from 1D.	Not applicable at this time.	Loop created reverting back to 1D.	Stone masonry wall previously installed with 7A.	All parks previously dedicated.	Not applicable at this time.
3D	29	Extend 8" main from 10A through DF Adam's property, Bowen's property, and perpendicular to RD1 before looping back to 1D. Stub 8" main to 4D & 5D.	Extend 8" main from 10A through DF Adam's property, Bowen's property, and perpendicular to RD1 before looping back to 1D. Stub 6" main to 4D & 5D.	Extend and loop 200 amp line from RD1 & 1D.	Connect and extend 8" line from 1D.	Install properly engineered storm drain pipe within phase. Connect discharge into Pond #4 located within phase. Connect to regional storm drain system in RD1.	Loop created connecting RD1 & 1D.	Install stone masonry wall to be placed to rear of lots bordering Legacy Farms Parkway.	Not applicable in this area.	Not applicable at this time.
4D	34	Extend 8" main from 3D. Stub 8" main to 5D.	Extend 6" main from 3D. Stub 6" main to 5D.	Extend 200 amp line from 3D. Stub 200 amp line to 5D.	Connect and extend 8" line from 3D.	Connect and install properly engineered storm drain pipe within phase to 3D.	Provide temporary turnaround on east end of phase.	Install stone masonry wall to be placed to rear of lots bordering Legacy Farms Parkway.	Not applicable in this area.	Not applicable in this area
5D	29	Extend and loop 8" main from 3D & 4D.	Extend and loop 6" main from 3D & 4D.	Extend and loop 200 amp line from 3D & 4D.	Connect and extend 8" line from 3D.	Connect and install properly engineered storm drain pipe within phase to 3D.	Loop created connecting 3D & 4D.	Not applicable at this time.	Not applicable in this area.	Not applicable in this area
School - 1E	-	Previously installed with Phase 2A. Connect to existing for service.	Previously installed with Phase 2A. Connect to existing for service.	Previously installed with Phase 2A. Connect to existing for service.	Previously installed with Phase 2A. Connect to existing for service.	Not applicable at this time. All storm water to be retained on-site.	Not applicable at this time.	Not applicable at this time.	Not applicable at this time.	Not applicable at this time.
RD1	-	Install 8" main perpendicular to roadway stubbing to 3D and Bowen's property.	Install 8" main perpendicular to roadway stubbing to 3D and Bowen's property.	Install conduit along east side of RD1 to existing conduit in 2550 East.	Not applicable in this area.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within RD2.	Loop created connecting RD1 & Slant Road.	All improvements previously detailed based on individual phases. Place future signal light casing.	Not applicable in this area.	Not applicable at this time.

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All other improvements are subject to change based on actual phasing as development occurs.



PHASING PLAN

Legacy Farms at Spanish Fork

Phase	# of Lots	Utility Improvements [#]					Roadways		Park / Open Space	
		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
RD2	-	Not applicable in this area.	Not applicable in this area.	Continue 600 amp line from RD1 along the east side of Legacy Farms Parkway upon development of 11A. Extend 600 amp line on west side of 2550 East from substation along Highway 6 to frontage of High School where conduit has been previously installed on the east side of roadway.	Not applicable in this area.	Install properly engineered storm drain pipe within phase. Build offsite storm drain through RD3 to P1.	Loop created connecting 11A & RD2.	All improvements listed within RD1. Concrete masonry wall to be constructed along all properties adjacent to R.O.W. where applicable.	Not applicable in this area.	Not applicable at this time.
RD3	-	Not applicable in this area.	Not applicable in this area.	Continue 600 amp line from RD2 along the northeast side of Legacy Farms Parkway upon development of 3B.	Not applicable in this area.	Connect and install properly engineered storm drain pipe within phase.	Loop created connecting 3B to RD3.	All improvements listed within RD1. Concrete masonry wall to be constructed along all properties adjacent to R.O.W. Construct pedestrian underpass from P1 to P3. Place future signal light casing.	Not applicable in this area.	Improve Park Area P1 and P3 and construct pedestrian underpass.
RD4	-	Not applicable in this area.	Not applicable in this area.	Continue 600 amp line from RD3 along the northeast side of Legacy Farms Parkway upon development of 1C or 5B.	Not applicable in this area.	Install properly engineered storm drain pipe within phase. Temporary discharge easement and basin to be placed within 11C.	Loop created connecting 1C & RD4.	All improvements listed within RD1. Concrete masonry wall to be constructed along all properties adjacent to R.O.W. where applicable. Place future signal light casing.	Not applicable in this area.	Not applicable at this time.

* All power utility improvements will be designed and reviewed by S.F. Power due to potential changes to existing conditions.

All other improvements are subject to change based on actual phasing as development occurs.



PHASING PLAN

Legacy Farms at Spanish Fork

Phase	# of Lots	Utility Improvements [#]					Roadways		Park / Open Space	
		Culinary	Pressurized Irrigation	Power*	Sewer	Storm Drain	Road Circulation	Legacy Farms Parkway Improvements	Dedication	Improvements
RD5	-	Not applicable in this area.	Not applicable in this area.	Continue 600 amp line from RD4 along the northeast side of Legacy Farms Parkway upon development of 10C.	Not applicable in this area.	Install properly engineered storm drain pipe within phase.	Loop created connecting 9C, 10C, & RD5.	All improvements listed within RD1. Concrete masonry wall to be constructed along all properties adjacent to R.O.W.	Not applicable in this area.	Not applicable at this time.
RD6	-	Not applicable in this area.	Not applicable in this area.	600 amp line to be installed upon approval of Spanish Fork power department.	Not applicable in this area.	Not applicable at this time.	Loop created connecting RD5 & Highway 51 to be completed by Spanish Fork City.	Full improvements to be completed by Spanish Fork City at a time to be determined by the City.	Not applicable in this area.	Not applicable at this time.
Total	753	-	-	-	-	-	-	-	-	-

Note: Legacy Farms Parkway to be dedicated at annexation and improved as outlined above.

* All power utility improvements will be designed and reviewed by S.F. Power due to potential changes to existing conditions.

All other improvements are subject to change based on actual phasing as development occurs.

ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE NORTHEAST BENCH ANNEXATION

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the _____ day of October, 2010 by and between Legacy Farms at Spanish Fork, LLC, David Miner, Gary Miner, Greg Miner, Michael Miner, Kenneth J. Williams Properties, L.C., and MDF Estate Planning Services, Inc. (collectively referred to hereinafter as Landowners) and Spanish Fork City, (hereinafter City), (together, the “Parties”).

RECITALS

A. WHEREAS, property owners have filed a Petition with City (the Petition), formally requesting the annexation of approximately 479.58 acres of property north and south of 400 North between approximately 1600 East and 2800 East (hereinafter collectively referred to as the “Annexed Area”), which Property is more particularly described in Exhibit A; and

B. WHEREAS, Landowners own or have interests in approximately 270.7 acres of real property within the Annexed Area (the Project Area), which area is described in Exhibit B; and

C. WHEREAS, the Annexed Property includes approximately 208.88 acres of property outside the Project Area, which is owned by other private landowners and is not subject to this agreement; and

D. WHEREAS, the Parties intend to enter into this Agreement to allow Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project Area. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Development Standards of City; and

E. WHEREAS, approval of this annexation agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Developer expressly acknowledges that nothing in this agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it 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;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15) in effect on the date a complete application is properly submitted. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition which provides the most restrictive development latitude shall prevail.

1.1 **Annexed Area** means 479.58 acres being annexed into Spanish Fork City, known as the Northeast Bench Annexation.

1.2 **Buildout** means the completion of all of the development of the land in the Project Area in

accordance with this Agreement.

- 1.3 **City** means Spanish Fork City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.
- 1.4 **Construction Standards** means the standards set forth in Spanish Fork City Policy 39, as created by the Public Works Division of the Engineering Department.
- 1.5 **Development Standards** means those the Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code.
- 1.6 **Landowner** means Legacy Farms at Spanish Fork, L.L.C., David Miner, Gary Miner, Greg Miner, Michael Miner, Kenneth J. Williams Properties, L.C. and MDF Estate Planning Services, Inc.
- 1.7 **Project Owners** means the owners of property within the Project Area, or any part thereof, as indicated on the records of the Utah County Recorder. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.8 **Property Owners** means the owner(s) of the property within the Annexed Area, or any part thereof, as indicated on the records of the Utah County Recorder.
- 1.9 **Project Area** means the property within the Annexed Area owned or controlled by Landowner.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Developer

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Developer accepts and agrees to comply with the impact, connection, and building fees of City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Developer acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Developer agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Construction Mitigation.** Developer shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within Project Area. Developer shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

A. Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

C. Construction traffic routing plan to minimize traffic impacts on Spanish

Fork City and residential areas as approved by City; and

2.1.3 **Subsequent Applications Under Future Development Code.** Development Standards existing at the time of each final plat shall be followed for that plat. In the event an application or plat expires, the version of the Development Standards existing at the time of re-application shall apply.

2.1.4 **Phasing Plan.** Landowner shall provide the infrastructure, open space, or other amenities as noted in the Phasing Plan, attached hereto as Exhibit C and incorporated herein by this reference, at the time sequencing set forth in said Plan.

2.1.5 **Escrow Agreement.** In order to guarantee to City that all of the infrastructure/open space/amenities are installed in a timely manner, Developer shall create an escrow account at a financial institution located in Spanish Fork, Utah. For each lot sold within the development, the initial amount of \$6,500.00 shall be collected and placed in the Escrow Account. Funds may be withdrawn to pay for the infrastructure/open space/amenities. The City Engineer shall be required to approve any withdrawal from the Escrow Account and his/her signature shall be required on all checks, or other forms of withdrawal. Developer shall conduct a cost estimate of the required infrastructure/open space/amenities with each final plat and the amount required to be collected from each lot for deposit into escrow may be modified at that time. The escrow amount is to be noted in the minutes of DRC meeting approving the final plat. Failure to make note shall not preclude the Landowner nor the City from assessing and collecting an appropriate amount to complete the contemplated infrastructure. Any sums left over in the escrow account at the conclusion of the project shall be returned to Landowners. The Miner property shall be exempt from the requirements, obligations, and benefits of this section due to the multi-family and commercial nature of that property.

2.2 **General Rights and Responsibilities of the City**

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards.** Landowner expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Project Area in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of City.

2.3 **Recording.** City or Landowner may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 **Municipal Utilities**

3.1.1 **Obligations of Landowner.**

3.1.1.1 **Installation and Design Criteria.** City provides the following utilities, which need to be brought to the Project by Landowner, at no cost to City: Electric Power, Telecommunications, Culinary Water, Pressurized Irrigation Water, Sewer, and Storm Drain. Landowner shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project Area. Improvements shall

be upsized at the direction of the City Engineer to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to provide adequate utility services installed by Landowner within the Project Area, upon acceptance by the City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Development Standards shall be the responsibility of Landowner. Landowner or its successors or assigns shall be responsible for such infrastructure until such time as City accepts the improvements.

3.1.1.2. Utility Capacities. Landowner acknowledges and understands that City does not reserve utility or other infrastructure (such as streets) capacity until a final plat is submitted. Landowner agrees that it is not vested with utility or infrastructure capacity until a final plat is submitted and that City may decline to approve any plat submitted if it determines that capacities do not exist. Landowner acknowledges and understands that utility and infrastructure capacity is determined on a first come basis, based upon the submission of a final plat.

3.1.1.3 Easements. Landowner shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Project Area as City determines to be necessary to adequately and properly serve the Project Area. Landowner may request City to consider condemnation of easements which they cannot obtain. City retains its discretion to proceed with condemnation or not.

3.1.1.4 Master Plan Utility Infrastructure Sizing. Landowner shall design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction Standards. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer.

3.1.1.5 Satisfaction of Water Rights Requirement. Landowner hereby asserts that it has read and is familiar with Spanish Fork Municipal Code §15.4.16.080 and hereby agrees that prior to either recording of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project Area, the owner of the subject parcel shall dedicate water rights to City, or otherwise comply with the provisions of the City Code. City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied. To the extent that water rights are transferred to City prior to plat approval, a credit for the water rights shall be granted when the applicable lots are approved. Landowner may designate the lots, based upon the phasing plan, for which the water rights are to be applied at the time of water transfer.

3.1.1.6 Irrigation Companies. Landowner shall coordinate with the East Bench Irrigation Company, and any other irrigation companies delivering water to or through the Annexed Area, to assure the delivery of irrigation water to agricultural users is not disrupted during construction or development of the Project Area. Landowner shall meet irrigation company standards (so long as they are constitutionally permissible) for the relocation, lining, fencing, or piping of any ditch within the Project Area, or which is impacted by development within the Project Area.

3.1.1.7 SESD. Landowner shall be obligated to buy out SESD electrical facilities which may exist in the Annexed Area. Due to current SESD issues with the Bureau of Reclamation, Landowner shall pay to City the initial amount provided from SESD for that buyout. When final numbers are known, Landowner shall either pay the difference or be refunded the difference. If Landowner chooses, it may contest the amount, which contest shall be at Landowner's expense, holding City harmless from any costs related thereto.

3.1.1.8 Rocky Mountain Power. Landowner shall obtain, from Rocky Mountain Power, all of the easements and rights-of-way necessary to cross its property with streets and utilities in

the locations shown on the Preliminary Plat and Phasing Plan (Exhibit C).

3.1.2 **Obligations of City.**

3.1.2.1 **City Service Obligations.** Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of impact fees, connection fees, and any other applicable fees by Landowner, City shall provide all of the Project Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

3.1.2.2 **Reimbursement.**

A. The cost of the culinary water, pressurized irrigation water, electric power, storm drain, sewer, or streets infrastructure, except as set forth hereafter, shall be borne by Landowner without reimbursement. Partial reimbursement for the costs, above the minimum line sizes required by City's Development Standards to service the Project Area, for the culinary water lines, pressurized irrigation water lines, storm drain lines and basins, sewer lines, electrical lines and related equipment, and streets shall be made to Landowner. The minimum sizes required to service the Project Area will be determined by the City Engineer at the time of final plat approval, when all grades and other factors which affect size are fully known. These reimbursements shall come from impact fees. A separate development agreement shall be entered when the actual cost of those improvements is known. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer. If impact fees have not been adopted, or the amounts collected are inadequate to repay, Landowner may proceed at its risk, or may elect to wait until impact fees are adopted and/or adequate.

B. In addition to the reimbursements to be made by development agreement, as set forth in paragraph A, Landowner shall be entitled to connector's agreements consistent with City's ordinances and policies concerning connector's agreements. **Interest?**

3.1.2.3 **Utility Capacity.** City will provide utilities to the Annexed Area, consistent with Landowner's obligations as set forth in this Agreement. When a particular utility reaches seventy percent (70%) of capacity, City will may plan for expansion. City may later stop development activity if continued growth threatens available capacities, until capacity is available or other suitable interim solution is in place. City shall be the sole judge of its available capacities to serve vested units. City shall be obligated to apply its standards and policies with respect to vesting and utility capacity in a non-discriminatory manner. Units are available on a first come, first served basis and shall vest when a final plat is approved, bonded for, and the plat recorded with the Utah County Recorder. City shall be the sole judge to determine if other interim solutions are suitable.

3.2 **Transportation and Pedestrian Improvements**

3.2.1 **Landowner Obligations.** Landowner agrees to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by the Project.

3.2.1.1 **Street Dedication and Improvements.** Landowner agrees that dedication of a ninety-eight (98) foot right-of-way shall be granted prior to annexation from the Union Pacific Railroad tracks to the proposed future location of the intersection of 2550 East and 400 North. The exact location shall be designated by the City Engineer. Owner may continue to use the property so dedicated for agricultural uses until development of any segment of the road is required by the Phasing Plan. Upon the first development with frontage along the designated roadway, Landowner shall construct a ninety-eight (98) foot roadway in the dedicated right-of-way from 400 North to and through the parcel being developed, including the required landscaping, as shown in City Construction Standards. Landowner shall be obligated to construct the roadway for the ninety-eight (98) foot right-of-way, based on the Phasing

Plan. Construction shall be in accordance with City's Construction Standards. City will reimburse Landowner, from streets impact fees, the cost difference between the ninety-eight foot street cross section and an eighty-five foot street cross section. Landowner shall reimburse City the sum of \$2,352.00, which was paid to Horrocks Engineering, to review Landowner's traffic impact analysis. This sum is due within thirty (30) days of the recording of the annexation mylar.

3.2.1.2 Interior Roads. Landowner shall design, build and dedicate collector class roads in accordance with City's transportation master plan. Any such roads shall be of a minimum right-of-way width of eighty-five (85) feet and shall include landscaping in accordance with the Construction Standards. All remaining interior roadways shall be local class roads of a minimum right-of-way width of either sixty (60) or fifty-four (54) feet, based on City's transportation plan. The timing of construction shall be based on the Phasing Plan and necessary roadway and access requirements to meet the standards of service at a level generally provided to other areas of City, as determined by City.

3.2.1.3 Exterior Roads. The Landowner shall design and build, at no cost to City, roadways connecting the collector class roadways referred to in paragraph 3.2.1.2 to existing roadways in order to maintain acceptable levels of service on the City transportation system, and as approved by the City Engineer. The construction of all roads shall comply with the Construction Standards at the time construction is commenced. The roads shall be constructed so as to provide adequate ingress and egress to the Project Area, in accordance with the Phasing Plan. Landowner shall be responsible to obtain the necessary rights-of-way within which the road is to be built. If the transportation system fails, City will not allow any more development until the failure is corrected. Vesting occurs on a first come, first served basis, based upon the recording of a final plat.

3.2.1.4 Open Space and Recreation Amenities. Landowner shall dedicate open space, as shown on the preliminary plat and Phasing Plan, attached hereto as Exhibit C, at the time of annexation. Landowner shall construct open space improvements in accordance with the Phasing Plan, at its sole expense. The improvements to be constructed are set forth in the Phasing Plan. Owner may continue to use the property so dedicated for agricultural uses until development of any of the open space is required by the Phasing Plan.

3.2.1.5 Design Guidelines. Landowner shall construct homes within the project pursuant to the Design Guidelines attached hereto as Exhibit D.

3.3 City Obligations.

3.3.1 Dedication. City shall accept the dedication and maintenance of all streets, trails and open spaces in the Project Area, so long as such streets, trails, and open spaces are constructed to City specifications and standards, and are dedicated free of all liens and encumbrances, provided that any warranty periods as established by City ordinance or Construction and Development Standards shall be the responsibility of Landowner.

3.3.2 Bonus Density. City will grant bonus density for dedication and construction of open space as shown on the preliminary plat and phasing plan incorporated herein as Exhibit C and following the Design Guidelines incorporated herein as Exhibit D. The amount of density bonus shall be in accordance with the master planned development ordinance.

SECTION IV. ZONING

4.1 Master Planned Development and Underlying Zoning. Landowner desires to provide amenities and obtain bonus densities based upon a Master Planned Development as contemplated by Spanish Fork Municipal Code §15.3.24.030. Based upon the limiting factor of sewer capacity for the

northeast bench, the underlying zoning and Comprehensive General Plan, and the Preliminary Plat and Phasing Plan (Exhibit C), Landowner is entitled to seven hundred fifty-six (756) residential units, which includes ___ residential units in the Miner parcel, as shown on Exhibit F. In no event shall the density exceed seven hundred fifty-six (756) units for the Project Area. Nothing herein shall be construed to limit the ability of the City Council from exercising its police powers to enact zoning ordinances, some of which may affect the Project Area.

SECTION IV. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title, or which would apply to Landowner through whom the interest was acquired. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

5.2 **Transfer of Property.** Landowner shall have the right, with City's consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. City may not unreasonably withhold its consent to such assignment. Landowner shall provide written notice of any proposed or completed assignment or transfer. Unless City objects in writing within thirty (30) days, City shall be deemed to have approved of and consented to the assignment. In the event of an assignment, the transferee shall succeed to all of Landowner's rights under this Agreement. Notwithstanding the foregoing, Landowner's selling or conveying individual lots or parcels of land to builders, individuals or other Landowners shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Landowner.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Landowner hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Landowner; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Landowner.

5.4 **Consent.** In the event this Agreement provides for consent from City or Landowner, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, Landowner agrees to accept responsibility for all legal fees, including attorneys fees, expert witness expenses, and/or court costs incurred by City in defending this Agreement, upon presentation to Landowner of an itemized list of costs, expenses, and fees. City shall not be required to make any reimbursements contemplated herein if the source of impact fee funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by the Landowner to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 **Governing Law, and Dispute Resolution, and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.7.2 **Default Litigation.** If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party

to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:
SPANISH FORK CITY
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660

With a copy to:
S. Junior Baker
Spanish Fork City Attorney
40 S. Main
Spanish Fork, Utah 84660

If to Landowner to:
Legacy Farms at Spanish Fork, LLC
Attn: Duane F. Hutchings, Manager
840 N. 200 E.
Spanish Fork, Utah 84660

David Miner, Gary Miner, Greg Miner, Michael Miner

Kenneth J. Williams Properties, L.C.
Attn: Carla Williams Ballif, Manager
2644 E. Chalet Circle
Sandy, Utah 84093

MDF Estate Planning Services, Inc.
Attn: M. Don Forbush, President
10325 S. 2840 W.
South Jordan, Utah 84095

With a copy to :
LEI Consulting Engineers & Surveyors
Attn: Greg Magleby
3302 N. Main
Spanish Fork, Utah 84660

6.9 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Legal description and map of the Annexed Area
Exhibit B	Legal description and map of the Project Area
Exhibit C	Preliminary Plat and Phasing Plan
Exhibit D	Design Guidelines
Exhibit E	Legacy Farms Parkway, Trails, Open Space, and Park Space Dedication Plat
Exhibit F	Miner Parcel, showing the maximum 92 residential units

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by Spanish Fork City, acting by and through its City Council as of the ____ day of _____, 2010.

SPANISH FORK CITY by:

G. Wayne Andersen, Mayor

Attest:

Kent R. Clark, City Recorder

Legacy Farms at Spanish Fork, LLC by:

Duane F. Hutchings, Manager

David Miner

Michael Miner

Gary Miner

Greg Miner

KENNETH J. WILLIAMS PROPERTIES, L.C.
by:

Carla Williams Ballif, Manager

MDF ESTATE PLANNING SERVICES, INC.
by:

M. Don Forbush, President

Tentative Minutes
Spanish Fork City Council Meeting
September 23, 2010

Elected Officials Present: Mayor Pro-Tem, Steve Leifson; Councilmembers Rod Dart, Keir A. Scoubes. Absent: Mayor G. Wayne Andersen, Councilmembers Richard Davis, Jens P. Nielson.

Staff Present: David Oyler, City Manager; Jason Sant, Assistant City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Assistant Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Angie Warner, Deputy Recorder.

Citizens Present: Rocky Giles, Rich Harris, Lana C. Harris, Cary Hanks, Dallin Staheli, Braeden Staheli.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Pro-Tem Leifson called the meeting to order at 6:01p.m.

Cary Hanks led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks with Spanish Fork/Salem Area Chamber of Commerce announced that they are getting ready for October. Starting with the first of the month they are hosting a scarecrow contest that will decorate our Main Street. Contact the Chamber of Commerce to enter into the contest.

COUNCIL COMMENTS:

Councilman Scoubes thanked Bjorn Pendleton and the Arts Council Committee for the Harvest Moon Hoorah. It was great and well attended.

Councilman Dart expressed what a great place it is to live here in Spanish Fork. We have had all these great events in the last couple months for our community. Councilman Dart received a business directory in the mail that the Chamber of Commerce put together that will be a great resource.

Mayor Pro-Tem Leifson reminded the public that they are removing the trees along Main Street to replace with new ones.

Councilman Dart made a **Motion** to move into Public Hearing to discuss the Proposed Zoning Text and Map Amendment.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:07 p.m.

PUBLIC HEARING:

Proposed Zoning Text and Map Amendment- The proposed Text Amendment would permit Lube Centers and Tire Centers in the Commercial Downtown zone. The proposed Map Amendment would change the zoning from Residential Office to Commercial Downtown of property located at approximately 350 North Main Street.

Dave Anderson presented the two proposed changes. Development Review Committee and Planning Commission have recommended approval.

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Rocky Giles the owner of Rocky's American Car Care is asking for this proposed zoning text amendment and map amendment. Mr. Giles stated that when the bowling alley's lease ran out he could not negotiate a deal. So he decided that he would like to upgrade the building for warehouse storage, more office space and a service center. The tires that are displayed outside will be displayed inside. Currently vehicles are backing out onto Main Street to exit the garage area and this is a safety issue. With these upgrades, that safety issue would no longer exist.

Councilman Dart asked Mr. Giles about the complaint of the air compressor.

Mr. Giles stated that the compressor is located in the maintenance shop. If this item is approved the compressor will be moved to the other building so it should not be a nuisance after that.

Councilman Dart asked if Mr. Giles has contacted the other neighbors.

Mr. Giles replied yes and he did have a request to finish the cinder block wall that separates his business from the residents. That request was already in the plans.

Councilman Dart expressed that the area has been an automotive area for years.

Mr. Giles loves having his business here in Spanish Fork and just wants to expand and make his business better.

Councilman Scoubes made a **Motion** to move out of Public Hearing.

Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:16 p.m.

Mayor Pro-Tem Leifson stated that this location has been an automotive business area for years. We are here to help businesses to succeed if we can. Making these changes to this property, Mr. Giles will be able to do more. He agrees with solving the safety issue of backing vehicles out onto Main Street.

Mayor Pro-Tem Leifson has spoken with Councilman Davis and Councilman Nielson and they both support this item.

Councilman Scoubes asked questions about the Master Plan.

Discussion followed about the Master Plan.

Councilman Scoubes expressed his support of the right of private property.

Councilman Scoubes asked Mr. Giles if there is a delay with the passing of these two items are there any deadlines, fees or other effects.

Mr. Giles stated financially, yes. He has started buying equipment and finding employees to get the new areas started.

95 Dave Anderson stated that if the Council denies this item Mr. Giles would have to re-apply for
96 the necessary permits, which would result in new fees. If the item is tabled it would just delay it
97 longer.

98
99 Mr. Giles expressed that he has been here 11 years and is trying to improve his property and
100 business, both in service and appearance.

101
102 Councilman Dart made a **Motion** to approve the Proposed Zoning Text and Map Amendment
103 Ordinance 18-10.

104 Councilman Leifson **Seconded** and the motion **Passed** all in favor by a roll call vote.

105

106 **CONSENT ITEMS:**

107 a. **Minutes of Spanish Fork City Council Meeting - September 7, 2010**

108 b. **Minutes of Spanish Fork City Council & Planning Commission Joint Meeting – June 30,**
109 **2010**

110 c. **Landscape Architect Agreement**

111 d. **Gold Cross Billing Services Agreement**

112 e. **Electric Cost of Services & Rate Study Proposal**

113

114 Councilman Dart made a **Motion** to approve the consent items.

115 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

116

117 **NEW BUSINESS:**

118 **North Park Connector Trail #2**

119 Dale Robinson presented the change order that is a follow up from the last meeting. The money
120 is already budgeted for the first part of this change order and has two additions. The first
121 addition is to add another section of the trail. The second addition is to take care of some
122 concerns of the spill over and erosion. This would be a temporary solution until the plants are
123 grown. The money for this portion would likely come from impact fees. There is a second option if
124 you choose to only do a portion of the trail at North Park rather than the whole thing. Mr.
125 Robinson is requesting the Council approve North Park Connector Trail Change Order #2 option
126 A.

127

128 Councilman Scoubes made a **Motion** to approve the North Park Connector Trail Change Order
129 #2A.

130 Councilman Dart **Seconded** and the motion **Passed** all in favor.

131

132 **Proposed Preliminary Plat containing 112 units located on 35 acres at 1400 East 400 North, Ivory**
133 **Homes is the applicant**

134 Dave Anderson presented the proposal that is similar to the subdivision that was approved back
135 in 2006. The new proposal adds a storm water detention basin, and re-aligns some of the
136 streets. The detention basin would be funded by the city with the storm drain impact fees. The
137 Development Review Committee and Planning Commission have recommended approval of this
138 proposal.

139

140 Councilman Dart made a **Motion** to approve the Proposed Preliminary Plat for Spanish Highland
141 North containing 112 units located on 25 acres at 1400 East 400 North with the following
142 conditions:

143

1. That the applicant provides the City with a detailed phasing plan.

- 144 2. That the approval be subject to Ivory Homes providing any necessary easements for
145 road right-of-way and infrastructure prior to the approval of the first Final Plat.
146 3. That the applicant will reimburse the City for the power buyout that took place when
147 the subject property was annexed in 2007.
148 4. That the road designated 2000 East be redesigned as a local street and not a collector.
149

150 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

151 Councilman Dart made a **Motion** to adjourn.

152 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:03 p.m.

153
154
155 **ADJOURN:**

156
157 **ADOPTED:**

158
159 _____
Angie Warner, Deputy Recorder

DRAFT



Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director/City Engineer
Date: October 1, 2010
Re: 105 Foot Bridge for River Trail

Staff Report

This request is to ratify the contract that was signed to begin construction of the 105 foot bridge along the located about a half mile southeast of Main Street along the proposed river trail under construction. Allan's Welding was the only contractor who submitted a proposal that could meet our required time frames. The proposal of \$110,000 is within the approved budget and includes a \$5,000 incentive for early completion as well as a \$1,000 a day penalty for late construction.

Attached: Contract for the Construction of the 105 Foot Bridge for the River Trail



Allan's Welding

625 North 300 West
Spanish Fork, Utah 84660
(801)798-6739

September 24, 2010

Spanish Fork City
Attention: Chris Thompson
40 South Main Street
Spanish Fork, Utah 84660

RE: Spanish Fork City River Bottoms Trail System
Bridge Construction

Attached, please find a Contract outlining the terms of agreement between Allan's Welding and Spanish Fork City for the bridge which has been agreed upon by both parties and is in the process of being constructed for installation along the Spanish Fork River.

The bridge being built is a 105' x 12' bridge structure that will be used as part of the new trail system being constructed by Spanish Fork City from Main Street to the Spanish Oaks Golf Course.

We appreciate the opportunity to build the bridge that is needed to help complete the trail system. Should have any questions regarding the contract, please let me know.

Sincerely,



Brent Jarvis
Allan's Welding

Contract

This contract, dated this 20 day of September, 2010 is entered into by and between the City of Spanish Fork and Allan's Welding.

Whereas, the City has the need for a bridge to be constructed and Allan's Welding has the expertise to complete the project, this agreement is being entered into by both parties to complete the project.

As part of this contract, Allan's Welding will furnish the workmanship and labor required to construct a 105' x 12' River Bridge for the City of Spanish Fork. The bridge has been designed and approved by Spanish Fork City to meet their specifications. Allan's Welding will complete the bridge based on the design and specifications submitted to them by Spanish Fork City.

As compensation for building the bridge, Spanish Fork City agrees to pay Allan's Welding the sum of \$110,000.00.

As time is of the essence, Allan's Welding agrees to have the bridge built and ready for installation by December 1, 2010. Should they complete the work on or prior to this date, Spanish Fork City agrees to pay Allan's Welding a \$5,000.00 bonus.

However, should Allan's Welding not complete the bridge by the December 1, 2010 deadline, a penalty will be imposed. This penalty shall be that Allan's Welding will pay to the City of Spanish Fork City the sum of \$1,000.00 per day, each and every day the bridge is delayed past the December 1, 2010 deadline.

This contract is being entered into by both parties. By signing below each party agrees to the terms that have been outlined by this Contract.


City of Spanish Fork


Allan's Welding

**MEMO
SPANISH FORK CITY
PUBLIC WORKS DEPARTMENT**

DATE: September 30, 2010

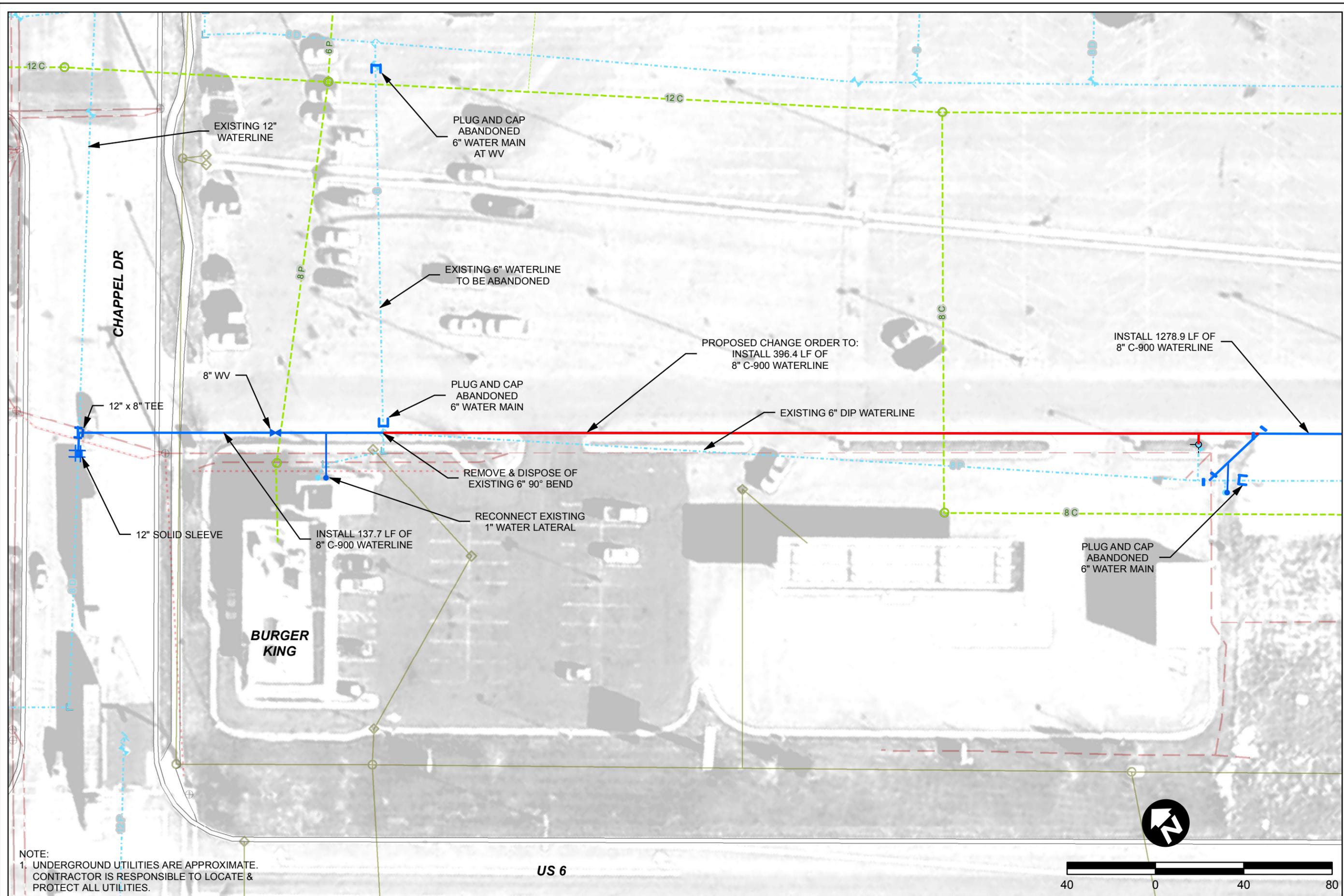
TO: Mayor Andersen and City Council

FROM: Richard Heap, Public Works Director

RE: Expressway Lane to Chappel Drive Waterline Upgrade CO#1

During the construction of the waterline replacement project through Kmart's parking lot, it was discovered this section of the city's water main was actually a 6" ductile iron pipe. This section of the project was not included due to information on utility maps indicating the line to be an 8" PVC pipe. Due to soil conditions, pipe diameter and repairs to the existing ductile iron pipe in this area replacement of this line is necessary.

This memo is to recommend that the City Council approve Change Order #1 of the project contract with Johnston and Phillips Inc.



NOTE:
 1. UNDERGROUND UTILITIES ARE APPROXIMATE.
 CONTRACTOR IS RESPONSIBLE TO LOCATE &
 PROTECT ALL UTILITIES.



- EXIST. PRESSURIZED IRRIGATION
- PROPOSED WATER
- PROPERTY
- PROPOSED CASING
- EOA
- ⊗ HYDRANT
- MANHOLE
- PI METER
- SEWER
- EXISTING WATER
- ⊗ EXISTING FENCE
- EXISTING CASING
- QUESTAR GAS
- ⊗ VALVE
- WATER METER
- SURVEY POINT
- STORM

SPANISH FORK CITY
 40 SOUTH MAIN STREET
 SPANISH FORK, UT 84660
 (801) 804-4500



**2010 EXPRESSWAY
 WATERLINE UPGRADE**
 US 6, EXPRESSWAY LN,
 CHAPPEL DR

SAB	REVISION	DATE	BY
DESIGN LCS			
CHECK TJB/CMT			
DATE October 01, 2010			

NORTH
 NAD83
 NAVD88

HORZ 1"=40'

Spanish Fork City

Contract Change Order

Change Order Number: **1**

Contract for	Expressway Lane to Chappel Drive Waterline Upgrade	Date: 09/30/2010
Owner	Spanish Fork City	
To	Johnston and Phillips Inc.	

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Labor to pothole and locate existing water main (7 Hours @ \$135 / Hr.)		\$ 945.00
Remove Fire Hydrant with restoration (1 EA @ \$700 EA)		\$ 700.00
Remove 22 1/2 Elbow and Pipe (1 EA @ \$265 EA)		\$ 265.00
Connect to Existing 2" Water Service to New Waterline (400 LF @ \$28 / LF)		\$ 11,200.00
Curb and Gutter Remove and Replace (10 LF @ \$25 / LF)		\$ 250.00
TOTALS :	\$ -	\$ 13,360.00
NET CHANGE IN CONTRACT PRICE :	\$ -	\$ 13,360.00

JUSTIFICATION

Contractor found Ductile Iron Pipe in the field where maps indicated existing pipe to be 8" PVC. Due to water main breaks, it is recommended to replace the existing pipe with 8" PVC.

The amount of the contract will be decreased by the sum of : Thirteen Thousand Three Hundred Sixty Dollars and 00/100.
Dollars \$ 13,360.00

The contract total including this and previous change orders will be : Seventy Three Thousand Three Hundred Fifty Nine Dollars and 00/100.
Dollars \$ 73,359.00

This document will become a supplement to the contract and all provisions will apply herein.

Requested: _____ (Owner)	Date: _____
Recommended: _____ (Owner's Architect/Engineer)	Date: _____
Accepted: _____ (Contractor)	Date: _____



Memo

To: Mayor Andersen and City Council
From: Richard Heap, Public Works Director
Date: October 1, 2010
Re: North Park Connector Trail Change Order #3

Staff Report

As the excavation work along the river trail has progressed we have determined that additional engineered fill will be required to stabilize soft areas and smooth out the profile. We currently have Sunroc contracted to install 200 tons of this engineered fill for \$22.00 a ton. We have exceeded this quantity of engineered fill by 1,050 tons with the current construction. The original amount of engineered fill required for the project needs to be increase by 2,500 tons. Sunroc has agreed to provide the additional uninstalled fill at a reduced cost of \$15.00 a ton because of the increased quantities. This cost would be covered by existing budgets for the trail project. We recommend that the city council approve this change order to Sunroc's contract for \$45,600. The added engineered fill will make a big difference on the quality and durability of the trail.

Attached: North Park Connector Trail Change Order #3



Spanish Fork City

Contract Change Order

Change Order Number: **3**

Contract for	North Park Connector Trail - 2010	Date:	10/1/2010
Owner	Spanish Fork City		
To	Suncor		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
River Bottoms Trail		
Engineered Fill; 1,050 Tons @ \$22.00 / Ton		\$ 23,100.00
Engineered Fill; 1,500 Tons @ \$15.00 / Ton		\$ 22,500.00
TOTALS :		\$ 45,600.00
NET CHANGE IN CONTRACT PRICE :	\$ -	\$ 45,600.00

JUSTIFICATION

The proposed change order will stabilize the sub base and reduce dust for the River Bottoms Trail Project.

The amount of the contract will be increased by the sum of :	<u>Forty Five Thousand Six Hundred Dollars and 00/100.</u>
	Dollars \$ 45,600.00
The contract total including this and previous change orders will be :	<u>Six Hundred Thirty Nine Thousand Sixty Nine Dollars and 70/100.</u>
	Dollars \$639,069.70

This document will become a supplement to the contract and all provisions will apply herein.

Requested: _____ (Owner)	Date: _____
Recommended: _____ (Owner's Architect/Engineer)	Date: _____
Accepted: _____ (Contractor)	Date: _____

Memo

To: Mayor & City Council
From: Richard Heap, Public Works Director/City Engineer
Date: October 1, 2010
Re: Cut Bridge RFP Contract Scope of Work Modification for Railroad Work

Staff Report

We have contracted with Stanley Consultants to write an RFP for the design of a wider Cut Bridge at Center Street just northeast of US 6. It has come to our attention that the current bridge does not quite have the clearance that current Union Pacific standards require. In order to verify whether an expansion or a new bridge will be required Union Pacific has requested more design work to be completed. We feel like this will be important to verify before we send out requests for proposals and as it would have a significant impact on design costs.

We recommend that the city council approve this contract modification with Stanley Consultants in the amount of \$2,869.48 to complete this work for Union Pacific approval.

Attached: Proposed Contract Scope of Work Modification

Center Street over UPRR
RFP Development
Scope of Work
Stanley Consultants
April 8, 2010

Project Overview

Through this project, Spanish Fork City will develop the Request For Proposals (RFP) and engineering data reference documents necessary to advertise for consultant services in the design of the widening of the bridge that carries Center Street North across the UPRR. The engineering data will be in the form of as-built plans for the bridge, survey data, and the RFP advertisement document.

Task 1.0 Survey

Description: Develop survey information sufficient to allow proposers to develop alternatives for the bridge widening, trail accommodation and utilities to be carried across the bridge.

Tasks:

- 1.1 Lidar Field work
- 1.2 Lidar Data Reduction
- 1.3 Create Digital Terrain Model (DTM) in Microstation InRoads
- 1.4 PLS Review

Deliverables:

Lidar data files and Microstation DTM in electronic format.

Task 2.0 – 30% Design

Description: Develop the concept report including a construction cost estimate for the widening of the bridge and the advertisement document.

Tasks:

- 2.1 Site Visit and Photos
- 2.2 Write Concept Report
- 2.3 Produce RFP Document

Deliverables:

Concept report in a format similar to UDOT produced concept reports, and RFP document suitable for advertisement and selection of a consultant.

Task 3.0 – UPRR Coordination

Description: Coordinate with UPRR to determine whether the bridge can be widened, or if it must be replaced.

Tasks:

- 3.1 Profile Survey – Survey profile for 1000 feet each side of the bridge.
- 3.2 Survey Data Reduction
- 3.3 Evaluate Widening versus replacement costs
- 3.4 Meeting with UPRR

Client: City of Spanish Fork
Project : Center Street over UPRR
 Engineering Services Estimate

Stanley Consultants Inc.

Prepared: 09/21/10

Activity - Task Description	Craig LAND SURVEYOR MANAGER 16	Paul PROJECT MANAGER 17	Jim LAND SURVEYOR 13	Ryan SURVEY FIELD CREW 6	Mike SURVEY DESIGNER 10	Bryan SENIOR STRUCTURAL ENGINEER 14	Amber STRUCTURAL ENGINEER 8	Judi CLERICAL 4	TOTAL	Loaded Labor
	\$152	\$163.52	\$122.22	\$69.72	\$98.98	\$131.18	\$84.42	\$55.44		
Task 1.0 - Survey										
Task 1.1 - Lidar Field Work			8	10					18	\$1,674.96
Task 1.2 - Lidar Data Reduction - Clean up data					8				8	\$791.84
Task 1.3 - Create DTM in Microstation InRoads					24				24	\$2,375.52
Task 1.4 - PLS Review	2								2	\$304.36
Task 1 Subtotal	2	0	8	10	32	0	0	0	52	\$5,146.68
	\$304.36	\$0.00	\$977.76	\$697.20	\$3,167.36	\$0.00	\$0.00	\$0.00		\$5,146.68
Task 2.0 - 30% Design										
Task 2.1 - Site Visit and Photos						8	4		4	\$337.68
Task 2.2 - Write Concept Report		4				8			12	\$1,703.52
Task 2.3 - Produce RFP Document		4				8			12	\$1,703.52
Task 2 Subtotal	0	8	0	0	0	16	4	0	28	\$3,744.72
	\$0.00	\$1,308.16	\$0.00	\$0.00	\$0.00	\$2,098.88	\$337.68	\$0.00		\$3,744.72
Task 3.0 - UPRR Coordination										
Task 3.1 - Profile Survey				6					6	\$418.32
Task 3.2 - Suvey Data Reduction					2				2	\$197.96
Task 3.3 - Evaluate Widening versus Replacement costs		2				4	8		14	\$1,527.12
Task 3.4 - Meeting with UPRR		4							4	\$654.08
Task 3 Subtotal	0	6	0	6	2	4	8	0	26	\$2,797.48
	\$0.00	\$981.12	\$0.00	\$418.32	\$197.96	\$524.72	\$675.36	\$0.00		\$2,797.48
Total Hours	2	14	8	16	34	20	12	0	106	\$11,688.88
Total Loaded Labor	\$304.36	\$2,289.28	\$977.76	\$1,115.52	\$3,365.32	\$2,623.60	\$1,013.04	\$0.00		\$11,688.88

Total Labor Cost	\$11,688.88	Prepared By:	P. Blackham
Total Subcontractor Cost	\$0.00	Reviewed By:	S. Bond
Total Expenses	\$940.80	Approved By:	S. Bond
Total Estimated Cost	\$12,629.68		
Previous Contract Amount	\$9,760.20		

TO: Holders of Unsecured Claims Against the Debtors in Class 5**Re: In re Movie Gallery, Inc., et al., Case No. 10-30696 (DOT)**

Dear Unsecured Creditors of Movie Gallery, Inc. and its Affiliated Debtors:

As the Official Committee of Unsecured Creditors¹ (the "Committee") appointed by the Office of the United States Trustee to represent the interests of unsecured creditors of Movie Gallery, Inc. and its debtor subsidiaries (collectively, "Movie Gallery" or the "Debtors") in their bankruptcy cases, we are writing to you with respect to the Debtors' Joint Plan of Liquidation (the "Plan") and Disclosure Statement (each dated September 8, 2010), which you are receiving from Movie Gallery in the same package as this letter, and to recommend acceptance of the Plan.²

The Plan represents a consensus reached after arduous negotiations among the Debtors, the Prepetition Secured Parties³ and the Committee. The consensus is based upon a compromise of a host of issues in dispute among such parties, as more particularly described in the Plan. The Plan provides for the Debtors to be liquidated under Chapter 11.

Under the terms of the Plan, the Prepetition Secured Parties will not be paid in full. Despite their senior status under the Bankruptcy Code's distribution priorities, the Prepetition First Lien Term Lenders have agreed to fund a \$5 million trust for distribution to Class 5 General Unsecured Claims. While it is difficult to predict the size of distributions to individual Class 5 creditors under the Plan, it is virtually certain that you would receive zero in a chapter 7 liquidation.

Before voting, all creditors are strongly urged to carefully read and review the entire Plan and the Disclosure Statement, including the discussion of the risk factors related to the Plan, and all other documents submitted to you. The treatment provision for Class 5 is set forth in Article III.C. of the Plan

The Committee actively negotiated with the Debtors and the Prepetition Secured Parties regarding the terms of the Plan, including the recoveries to be provided to unsecured creditors. The Committee unanimously believes that, under the circumstances, the Plan provides the best possible recoveries to creditors, its acceptance is in the best interests of all creditors, and any alternative would result in unnecessary delay, uncertainty, and expense.

The Committee encourages you to vote to accept the Plan and return the Ballot that you received by the October 18, 2010 deadline.

Very truly yours,

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

¹ The Committee members are: (i) Warner Home Video; (ii) Twentieth Century Fox Home Entertainment; (iii) Paramount Home Entertainment; (iv) RR Donnelley & Sons; (v) Sony Pictures Home Entertainment; (vi) Universal Studios Home Entertainment, LLC; (vii) Realty Income Corporation; (viii) Weingarten Realty Investors; and (ix) Regency Centers LP. The Committee retained the law firm of Pachulski Stang Ziehl & Jones LLP as its bankruptcy counsel and FTI as its financial advisor.

² This letter cannot and does not vary the terms of the Plan, which controls. Also, if any facts or descriptions herein differ from those in the Disclosure Statement, you should rely upon the facts or description therein.

³ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Plan.

SVC: 1
NAME ID: 8967574
PACK NO: 4770
SORT: 4770
CLASS 5

CASE NO: 10-30696
PRF 33188**

SPANISH FORK CITY
PO BOX 358
SPANISH FORK, UT 84660

*****IMPORTANT***
BALLOT ATTACHED**

Documents contained on the included CD-Rom are:

- 1) Disclosure Statement with Respect to Joint Plan of Liquidation of Movie Gallery, Inc. and its Affiliated Debtors and Debtors in Possession
- 2) Joint Plan of Liquidation of Movie Gallery, Inc. and its Affiliated Debtors and Debtors in Possession
- 3) Order Approving the Debtors' Disclosure Statement and Relief Related Thereto

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:)	Chapter 11
)	Case No. 10-30696 (DOT)
MOVIE GALLERY, INC., et al., ¹)	(Jointly Administered)
)	
Debtors.)	
)	

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF LIQUIDATION OF MOVIE
GALLERY, INC. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION**

Class 5 — General Unsecured Claims

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS
CAREFULLY BEFORE COMPLETING THE BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY 4:00
P.M. PREVAILING PACIFIC TIME ON OCTOBER 18, 2010 (THE "VOTING DEADLINE").**

The Debtors have sent this Ballot to you because our records indicate that you are a holder of a Class 5 General Unsecured Claim, and, accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of Movie Gallery, Inc. and Its Affiliated Debtors and Debtors in Possession* (as amended from time to time and including all exhibits and supplements thereto, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the *Order Approving the Debtors' Disclosure Statement and Granting Relief Related Thereto* (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement Order") or the *Disclosure Statement for the Joint Plan of Liquidation of Movie Gallery, Inc. and Its Affiliated Debtors and Debtors in Possession* and all exhibits thereto (the "Disclosure Statement").

Your rights are described in the Disclosure Statement. The Disclosure Statement, the Plan, the Disclosure Statement Order and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. The Solicitation Package (except Ballots) is also available (i) by contacting the Debtors' Claims Agent (a) at its website at www.kccllc.net/moviegallery, (b) by writing to Movie Gallery Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, California 90245, (c) by calling (888) 647-1730 or (d) by emailing moviegalleryinfo@kccllc.com or (ii) for a fee via PACER at <http://www.vaeb.uscourts.gov/> (password required).² If you received Solicitation Package materials in CD—ROM format and desire paper copies, please contact the Claims Agent at the address or telephone number set forth above. The Bankruptcy Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Claims Agent at the address or telephone number set forth above.

¹ The Debtors in these cases are: Movie Gallery, Inc.; Hollywood Entertainment Corporation; Movie Gallery US, LLC; MG Real Estate, LLC; and HEC Real Estate, LLC.

² The Debtors' "Claims Agent" means Kurtzman Carson Consultants LLC, in its capacity as notice, claims and balloting agent for the Debtors, pursuant to that certain *Order Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Notice, Claims and Balloting Agent for the Debtors and Debtors in Possession*, entered by the Bankruptcy Court on February 3, 2010 [Docket No. 73].



You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 — General Unsecured Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If the Claims Agent does not receive your Ballot on or before the Voting Deadline, which is 4:00 p.m. prevailing Pacific Time on October 18, 2010, and if the Voting Deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Item 1. Amount of Class 5 General Unsecured Claims .

The undersigned hereby certifies that as of the Record Date, September 13, 2010, the undersigned was the Holder of Class 5 Claims in the following amount (insert amount in box below):

<u>\$1,582.84</u>

Item 2. Class 5 General Unsecured Claims Vote.

The Holder of the Class 5 General Unsecured Claims set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN

REJECT THE PLAN

PLEASE TAKE NOTE THAT BY VOTING TO ACCEPT THE PLAN, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE PLAN. PLEASE TAKE FURTHER NOTICE THAT WHETHER OR NOT YOU VOTE TO ACCEPT THE PLAN, IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, THE TERMS OF THE PLAN SHALL BIND, AMONG OTHERS, YOU AND ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS.

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

Item 3. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that either: (i) the Entity is the Holder of the Class 5 Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Class 5 Claims being voted;
- (b) that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Class 5 Claims held by the Entity; and
- (e) that no other Ballots with respect to the amount of the Class 5 Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.



Name of Holder: (Print or Type) Spanish Fork City
Social Security or Federal Tax Identification Number:
Signature:
Name of Signatory: (If other than Holder)
Title:
<p style="text-align: center;">PO Box 358 Spanish Fork, UT 84660</p>
Address:
Date Completed:

PLEASE COMPLETE, SIGN AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

<p style="text-align: center;">Movie Gallery Balloting Center c/o Kurtzman Carson Consultants LLC 2335 Alaska Avenue El Segundo, California 90245 Telephone: (888) 647-1730</p>

YOUR BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. PREVAILING PACIFIC TIME ON OCTOBER 18, 2010.



INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the "Ballot Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan, the Disclosure Statement or the Disclosure Statement Order, a copy of which also accompany the Ballot.

2. The Bankruptcy Court may confirm the Plan and thereby bind you, if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) sign and return the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Claims Agent is 4:00 p.m. prevailing Pacific time on October 18, 2010. If you received a Ballot and a return envelope addressed to the Claims Agent, your completed Ballot must be received by the Claims Agent, on or before the Voting Deadline.

4. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.

5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to the Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims Agent actually receives the originally executed Ballot. Instead of effecting delivery by mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery. Delivery of a Ballot to the Claims Agent by facsimile, e-mail or any other electronic means shall not be valid. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Claims Agent) any indenture trustee (unless specifically instructed to do so by the Ballot Instructions) or the Debtors' financial or legal advisors and if so sent will not be counted.

6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

8. This Ballot does not constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.

9. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

10. If you hold Claims in more than one Class under the Plan or in multiple accounts, you may receive more than one Ballot coded for each different Class or account. Each Ballot votes only your Claims indicated on that Ballot. Please complete and return each Ballot you received.

11. Any Ballot that is completed and executed but that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.



12. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (b) any Ballot cast by an Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any Ballot cast for a Claim scheduled as contingent, unliquidated or disputed for which the applicable Bar Date has passed and no Proof of Claim was timely Filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (f) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.

13. If you believe that you have received the wrong Ballot, you should contact the Claims Agent at 888-647-1730, immediately.

PLEASE MAIL YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES,
HOLDERS OF CLAIMS IN CLASSES 4 AND 5 SHOULD CONTACT THE CLAIMS AGENT AT
888-647-1730.**

