



## 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 November 2, 2010**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Police Officer 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. \* [Ordinance #20-10 Vacating an Unimproved Street Located at Approximately 670 South 900 East](#)

#### 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 – October 19, 2010](#)
- b. \* [Connectors Agreement with Solacium New Haven LLC.](#)
- c. \* [Approve River Trail Easement Agreements](#)
- d. \* [Amendment #1 to Contract for the Storm Drain Master Plan](#)
- e. \* [Pressurized Irrigation System Model](#)

#### 6. NEW BUSINESS:

- a. \* [Ordinance #21-10 Establishing Procedures for the Fire Department Response to Non-Fires – Dee Rosenbaum](#)
- b. \* [East Maple Annexation, proposed to be accepted for further study, located at approximately 2550 East 100 South – Dave Anderson](#)
- c. \* [North Park Playground Shade Structure Proposal – Dale Robinson](#)
- d. \* [LED Main Street Lighting, Federal Energy Grant – Richard Heap](#)
- e. [Streets Presentation – Chris Thompson & Jamie Chappel](#)

#### 7. CLOSED SESSION:

- a. Personnel

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://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](http://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.

**ORDINANCE NO. 20-10**

ROLL CALL

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

I MOVE this ordinance be adopted: Councilmember

I SECOND the foregoing motion: Councilmember

**ORDINANCE 20-10**

**ORDINANCE VACATING AN UNIMPROVED STREET  
LOCATED AT APPROXIMATELY 670 S. 900 EAST**

WHEREAS, the Canyon View Heights Plat C Subdivision dedicated a right of way to the city for a future street, which property is located between the addresses of 667 South and 719 South on 900 East in Spanish Fork; and

WHEREAS, no portion of that street has ever been improved, although a water line goes through the right-of-way; and

WHEREAS, the right-of-way was dedicated for a potential future street; and

WHEREAS, future development was such that a street was never constructed in

the right-of-way; and

WHEREAS, a contract entered into in 1984 between the City and the developer requires the right-of-way to be conveyed to the developers, Dennis L. Bernards, Patience C. Bernards, and Amy E. Cox, if future development did not require a street to be constructed in the right-of-way; and

WHEREAS, the developers have requested a conveyance pursuant to the contract; and

WHEREAS, a public hearing to vacate a street was held, with notice given in accordance with Utah Code Annotated §10-9a-208; and

WHEREAS, the council finds it is in the best interest of the public to vacate this unimproved street;

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

I.

The property dedicated for a future street located between the addresses of 667 South and 719 South on 900 East Street, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 121.27 FEET AND WEST 558.51 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°05'12"W 192.01 FEET; THENCE N00°00'50"W 43.00 FEET; THENCE ALONG THE ARC OF A 14.77 FOOT RADIUS CURVE TO THE LEFT 23.43 FEET (CHORD BEARS: S45°27'49"E 21.05 FEET); THENCE N89°05'12"E 176.57 FEET; THENCE S00°54'48"E 28.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.124 ACRES

is hereby vacated, subject to the City retaining a public utility easement in the right-of-way.

II.

That based upon the contract with the developers of Canyon View Heights Plat C, the parcel is to be conveyed to Dennis L. Bernards, Patience C. Bernards, and Amy E. Cox.

III.

The mayor of Spanish Fork is authorized to convey to Dennis L. Bernards, Patience C. Bernards, and Amy E. Cox the property vacated by this ordinance, subject to the City retaining a public utility easement therein.

DATED this 2<sup>nd</sup> day of November, 2010.

---

G. WAYNE ANDERSEN, Mayor

Attest:

---

KENT R. CLARK, City Recorder

Dennis Bernards  
700 South  
Street Vacation



1 Inch = 40 Feet

Legend

-  Dennis Bernard 700S Street Vacation
-  Spanish Fork Boundary



10/18/2010



GEOGRAPHIC INFORMATION SYSTEMS

**40 South Main Street**  
**Spanish Fork, UT 84660**  
**(801) 804-4571 (Administrator)**  
**(801) 804-4570 (Interns)**

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Tentative Minutes  
Spanish Fork City Council Meeting  
October 19, 2010

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

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

Citizens Present: Mike Mendenhall, Amber Mendenhall, Ricky Meredith, Drew Burks, Mikey Wilson, Wyatt Justonsen, Rylie W. Lundell, Hunter Schwarz, Chris Hansen, Parker Powers, Harrison Duvall, Carson Hansen, Catelin Lundell, Catherine Lundell, Ana Wilson.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

Mayor Andersen called the meeting to order at 6:04 p.m.

Mikey Wilson led in the pledge of allegiance.

**Youth Council Mayor Appointment**

No one was present at this time.

**Fiesta Days Chairman & Vice Chairman Appointment**

Councilman Davis turned the time over to the 2011 Fiesta Days Chair's, Mike and Amber Mendenhall.

Mike Mendenhall stated that the executive Fiesta Days committee would like to have the City Council approve Diane and Lew Woolford for the position of vice chairs for the 2011 Fiesta Days. Also, we would like to announce that we are looking for a theme for Fiesta Days for 2011. Next week the public can go onto the City website and submit your ideas for a theme. The deadline will be in January and the winner will receive a prize.

Mayor Andersen thanked the Mendenhall's for their dedication as volunteers for Fiesta Days.

Councilman Dart made a **Motion** to **approve** the Mayor's appointment of Lew & Diane Woolford as Vice Chairs for Fiesta Days.

Councilman Davis **Seconded** and the motion **Passed** all in favor.

**PUBLIC COMMENTS:**

Bryce Walker with SFCN announced a few events they will be broadcasting. The first and third Thursday at noon we will have sack lunch lectures. The other event will be a live debate on Tuesday, October 26<sup>th</sup>. The debate is for the candidates running for county commissioners. We would like the public to email their questions to [candidates@sfcn.org](mailto:candidates@sfcn.org) before & during the live debate.

49 **COUNCIL COMMENTS:**

50 Councilman Scoubes said the solid waste board meeting is tomorrow night. The hiring committee  
51 received thirty applicants for the manager position. They have narrowed it down to about five  
52 applicants. The Nebo Philharmonic has a concert November 12th at 7:30p.m. For more details  
53 on their events go to the Arts Council website.

54  
55 Mayor Andersen stated that the Secretary of the Interior Salazar announced he was going to cut  
56 the funding for the Central Utah Water Project. In 1992 there was an act passed to authorize  
57 \$40,000,000.00 per year for the completion of this project. We are in jeopardy of not being able  
58 to utilize the water. Last week at the Council of Governments meeting we passed a resolution  
59 supporting the Central Utah Water Project to try and put the pressure on so we do not lose the  
60 funding for this project. Mayor Andersen asked the council to make a motion that we support  
61 this resolution.

62  
63 Councilman Leifson made a **Motion** to support the Resolution that was passed by the Council of  
64 Governments.

65 Councilman Nielson **Seconded** and the motion **Passed** all in favor.

66  
67 Councilman Dart made a **Motion** to move into Public Hearing to discuss the Capital Facilities  
68 Plans.

69 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:21p.m.

70  
71 **PUBLIC HEARING:**

72 **Capital Facilities Plans**

73 Junior Baker stated this public hearing is to review the capital facilities plans. There are four  
74 areas: electrical; parks; recreation & trails; transportation; & public safety. As the plans are  
75 updated we have to hold a public hearing. These areas have been included in the General Plan  
76 and we decided that we wanted to separate them. We have created this file Capital/Impact Fees  
77 Facilities Plans. There were changes in the public safety area: the construction of the Justice  
78 Center and we also purchased two land parcels for future fire stations. We hope that having this  
79 document separate from the General Plan it will make it easier for the public.

80  
81 Mayor Andersen asked for any public comment

82  
83 There was no public comment.

84  
85 Councilman Davis made a **Motion** to move out of Public Hearing.

86 Councilman Nielson **Seconded** and the motion **Passed** all in favor at 6:27p.m.

87  
88 Councilman Scoubes asked if at the next meeting when we review impact fees would the data  
89 from TischlerBise will be presented again.

90  
91 Junior Baker stated that the impact fee study is available and was done based on these plans.  
92 The impact fees will not change.

93  
94 Councilman Nielson made a **Motion** to **approve** the Resolution #10-09 Capital Facilities Plans.  
95 Councilman Leifson **Seconded** and the motion **Passed** all in favor by a roll call vote.

96

97 **CONSENT ITEMS:**

- 98 a. Minutes of Spanish Fork City Council Meeting - October 5, 2010  
99 b. Assignment of Voting Rights of Strawberry Water Users Association Shares  
100 c. 800 North CDBG Grant Change Order #1

101  
102 Councilman Leifson made a **Motion** to **approve** the consent items.  
103 Councilman Dart **Seconded** and the motion **Passed** all in favor.

104  
105 **NEW BUSINESS:**

106 **Ordinance #19-10 Amending the Billboard Requirements – Junior Baker**

107 Junior Baker stated that when applying for a billboard permit from the City we require a permit  
108 from UDOT. A problem we came across is that when applying for a UDOT permit they require a  
109 local permit which makes this process impossible. In this ordinance we have changed the setback  
110 requirements and that a permit must be obtained from UDOT prior to any inspections.

111  
112 Councilman Dart made a **Motion** to **approve** Ordinance #19-10 Amending the Billboard  
113 Requirements.

114 Councilman Scoubes **Seconded** and the motion **Passed** all in favor by roll call vote.

115  
116 **State Grant Contract for River Connector Trail – Dale Robinson**

117 Dale Robinson said we applied and received a Federal Recreation Trails Program grant for  
118 \$88,000.00. This is a matching grant that will connect Canyon View Park Trail with the Dripping  
119 Rock Trail. We are asking for approval for the mayor to sign the contract to accept the money.

120  
121 Councilman Leifson made a **Motion** to **approve** the mayor to sign the State Grant Contract for  
122 the River Connector Trail.

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

124  
125 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Personnel and Potential  
126 Litigation.

127 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:36p.m.

128  
129 *At 7:20p.m. City Council went back into City Council Meeting for the Mayor to appoint the City*  
130 *Youth Council.*

131  
132 Alicia Norris introduced the Youth Council and their roles. These students are from the local  
133 schools and range from 9<sup>th</sup> to 12<sup>th</sup> grade.

134  
135 Mayor Andersen thanked the Youth Council for their willingness to serve.

136  
137 Mayor Andersen had the Youth Council repeat the Oath of Office.

138  
139 Alicia Norris asked the City Council to introduce themselves and what boards they serve on.

140  
141 *At 7:35p.m. City Council went back to Closed Session to discuss Personnel and Potential*  
142 *Litigation.*

143  
144 **ADJOURN:**

145 **ADOPTED:**

146  
147 \_\_\_\_\_  
Angie Warner, Deputy Recorder



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 25 Oct 2010  
Re: Solacium New Haven Connector's Agreement

On the Council agenda for November 2, is a connector's agreement for the New Haven Girls Home in the County on 7200 South. They ran a culinary water line to their facility for fire protection. This is a standard connector's agreement and, thus, appears on the consent agenda.



## **CONNECTOR'S AGREEMENT**

This Connector's Agreement made this 2<sup>nd</sup> day of November, 2010, by and between Spanish Fork City, hereinafter called City, and Solacium New Haven, LLC hereinafter called Developer.

### **RECITALS**

WHEREAS, Developer is the owner of real property in Spanish Fork City; and,

WHEREAS, in order to develop that property, Developer has installed an offsite culinary water line in Utah County 7200 South Street from its property located at 2096 East 7200 South west to 2550 East, a distance of 2,653 feet, which line will also service those properties which the line fronts; and

WHEREAS, Exhibit A, attached hereto and incorporated herein by this reference, identifies the line installed by Developer; and

WHEREAS, Developer has incurred expenses of \$155,999.25 in installing the offsite culinary water line; and

WHEREAS, the cost per foot for the installation of the culinary water line is \$58.80; and

WHEREAS, it is anticipated that other owners of adjacent property will, at some time in the future, desire develop their property; and

WHEREAS, those other property owners would have to install equivalent culinary water facilities to develop their property, if not already installed by Developer; and

WHEREAS, City has determined that it is just and proper that owners of property who develop and attach to the electric line should reimburse Developer at the rate of \$29.40 per foot for the length of the property developed, provided a land owner who attaches merely for the purpose of extending the line shall not be responsible for the

cost thereof;

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration paid by Developer to City, the parties agree as follows:

1. City will require the payment of \$29.40 per frontage foot of property developed and connecting to the culinary water line shown on Exhibit A as a condition of permitting any owner of property connecting to the culinary water line to develop their property.

2. That payment of the sum mentioned in the preceding paragraphs shall bear no interest from date hereof to date of payment.

3. That upon receipt of such sum, City agrees to remit said sum to Developer or its assignees.

4. That it shall be the responsibility of Developer, or its assigns, to advise City, in writing, of any impending development which likely would trigger the connector's fee. In no event shall City be liable for failure to make collection, it being understood and agreed that City will use its best efforts to make such collection.

DATED this 2nd day of November, 2010.

**Solacium New Haven, LLC by:**

\_\_\_\_\_  
Lance Davis, CFO

**Spanish Fork City by:**

\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

**Attest:**

\_\_\_\_\_  
KENT R. CLARK, City Recorder

# Water Line Frontage Footage



1 Inch = 200 Feet



GEOGRAPHIC INFORMATION SYSTEMS

**Spanish Fork City GIS**  
40 South Main Street  
Spanish Fork, UT 84660  
(801) 804-4571

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## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 28 October 2010  
Re: River Trail Easement Agreements

On the City Council agenda for November 2, are a number of easement agreements for the River Trail between Main Street and Canyon View Park. Each varies a little bit in the particulars, but the basics remain the same. Because of the various, albeit minor, changes, you should review each agreement prior to a blanket approval with the consent calendar.

The City Council, some time ago, approved the basic premise for these agreements. We have paid market value for some of the easements, others have been granted with the consideration being fence or gate work, access rights for agricultural purposes, and similar type of consideration.

Since the basic premise has already been approved, it has been placed on the consent agenda.



**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AND DEVELOPMENT AGREEMENT**

This agreement is entered between A & H MCKELL FAMILY, L.C. (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner and for subsequent development of the remainder property. This agreement is authorized pursuant to the terms of Utah Code Ann. §10-9a-102(2).

WHEREAS, Owner is the owner of certain real property located in Spanish Fork, Utah County, State of Utah; and

WHEREAS, City is desirous of obtaining an easement over and through the real property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The "Easement" is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 246.02 FEET AND EAST 145.72 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N70°30'00"E 16.05 FEET; THENCE S15°11'36"E 12.48 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 58.45 FEET (CHORD BEARS: S08°29'45"E 58.31 FEET); THENCE S01°47'54"E 65.70 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 20.04 FEET (CHORD BEARS: S04°05'41"E 20.03 FEET); THENCE S06°23'28"E 28.78 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 22.56 FEET (CHORD BEARS: S00°04'14"W 22.51 FEET); THENCE S06°31'56"W 22.47 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 16.69 FEET (CHORD BEARS: S01°45'03"W 16.67 FEET); THENCE S03°01'50"E 23.12 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 33.74 FEET (CHORD BEARS: S06°38'08"W 33.58 FEET); THENCE S16°18'05"W 12.74 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT 14.53 FEET (CHORD BEARS: S10°45'02"W 14.51 FEET); THENCE S05°11'59"W 26.17 FEET; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT 106.94 FEET (CHORD BEARS: S15°13'28"E 104.69 FEET); THENCE S35°38'56"E 98.68 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT 40.38 FEET (CHORD BEARS: S39°30'18"E 40.35 FEET); THENCE S43°21'40"E 18.16 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT 12.71 FEET (CHORD BEARS: S36°04'53"E 12.67 FEET); THENCE S28°48'06"E 76.45 FEET; THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT 50.19 FEET (CHORD BEARS: S41°52'25"E 49.76 FEET); THENCE S54°56'44"E 38.65 FEET; THENCE ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT 28.74 FEET (CHORD BEARS: S65°14'14"E 28.59 FEET); THENCE S75°31'45"E 21.02 FEET; THENCE ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE RIGHT 27.69 FEET (CHORD BEARS: S65°36'50"E 27.55 FEET); THENCE S55°41'56"E 23.83 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 55.96 FEET (CHORD BEARS: S49°17'09"E 55.85 FEET); THENCE S42°52'23"E 86.24 FEET; THENCE ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT 33.90 FEET (CHORD BEARS: S40°55'50"E 33.90 FEET); THENCE S38°59'17"E 24.44 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS TO THE RIGHT 30.46 FEET (CHORD BEARS: S05°25'41"E 28.75 FEET); THENCE S28°07'55"W 100.77 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS

CURVE TO THE LEFT 30.47 FEET (CHORD BEARS: S15°30'41"E 27.61 FEET); THENCE S59°09'16"E 71.74 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.42 FEET (CHORD BEARS: S14°09'16"E 28.28 FEET); THENCE S30°50'44"W 43.05 FEET; THENCE N59°09'16"W 16.00 FEET; THENCE N30°50'44"E 11.05 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 31.42 FEET (CHORD BEARS: N14°09'16"W 28.28 FEET); THENCE N59°09'16"W 70.24 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 30.47 FEET (CHORD BEARS: N15°30'41"W 27.61 FEET); THENCE N28°07'55"E 132.05 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 11.71 FEET (CHORD BEARS: N05°25'41"W 11.06 FEET); THENCE N38°59'17"W 24.44 FEET; THENCE ALONG THE ARC OF A 484.00 FOOT RADIUS CURVE TO THE LEFT 32.82 FEET (CHORD BEARS: N40°55'50"W 32.81 FEET); THENCE N42°52'23"W 86.24 FEET; THENCE ALONG THE ARC OF 234.00 FOOT RADIUS CURVE TO THE LEFT 52.38 FEET (CHORD BEARS: N49°17'09"W 52.27 FEET); THENCE N55°41'56"W 23.83 FEET; THENCE ALONG THE ARC OF A 64.00 FOOT RADIUS CURVE TO THE LEFT 22.15 FEET (CHORD BEARS: N65°36'50"W 22.04 FEET); THENCE N75°31'45"W 21.02 FEET; THENCE ALONG THE ARC OF A 96.00 FOOT RADIUS CURVE TO THE RIGHT 34.49 FEET (CHORD BEARS: N65°14'14"W 34.30 FEET); THENCE N54°56'44"W 38.65 FEET; THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE RIGHT 57.49 FEET (CHORD BEARS: N41°52'25"W 57.00 FEET); THENCE N28°48'06"W 76.45 FEET; THENCE ALONG THE ARC OF A 34.00 FOOT RADIUS CURVE TO THE LEFT 8.64 FEET (CHORD BEARS: N36°04'53"W 8.62 FEET); THENCE N43°21'40"W 18.16 FEET; THENCE ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT 42.53 FEET (CHORD BEARS: N39°30'18"W 42.50 FEET); THENCE N35°38'56"W 98.68 FEET; THENCE ALONG THE ARC OF A 166.00 FOOT RADIUS CURVE TO THE RIGHT 118.35 FEET (CHORD BEARS: N15°13'28"W 115.86 FEET); THENCE N05°11'59"E 26.17 FEET; THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS CURVE TO THE RIGHT 17.63 FEET (CHORD BEARS: N10°45'02"E 17.60 FEET); THENCE N16°18'05"E 12.74 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 28.34 FEET (CHORD BEARS: N06°38'08"E 28.21 FEET); THENCE N03°01'50"W 23.12 FEET; THENCE ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT 19.36 FEET (CHORD BEARS: N01°45'03"E 19.34 FEET); THENCE N06°31'56"E 22.47 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE LEFT 18.95 FEET (CHORD BEARS: N00°04'14"E 18.91 FEET); THENCE N06°23'28"W 28.78 FEET; THENCE ALONG THE ARC OF A 266.00 RADIUS CURVE TO THE RIGHT 21.32 FEET (CHORD BEARS: N04°05'41"W 21.32 FEET); THENCE N01°47'54"W 65.70 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT 54.71 FEET (CHORD BEARS: N08°29'45"W 54.58 FEET); THENCE N15°11'36"W 11.28 FEET TO THE POINT OF BEGINNING.  
CONTAINING: 0.56 ACRES

2. City shall cause a trail to be constructed upon the Easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar types of debris which is created, uncovered, or removed during excavation, and shall cause the Owner's adjacent property to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$38,200.00 as fair market value for the Easement granted, which shall effectively bisect Owner's property - creating one large parcel to the east of the Easement, and two small parcels to the west of the Easement (collectively the "West Parcels").

4. In order to mitigate against the substantial severance damages to be otherwise incurred by Owner for the negative effect of bisecting Owner's property and creating virtually land-locked West Parcels because of the Easement, City hereby covenants with Owner to require that any development of real property adjacent to

the west of either of the West Parcels tie into and provide sufficient vehicular access to allow the development of Owner's Western Parcels in accordance with City's Development Standards in place at the time Owner desires to develop. This covenant legislatively authorized and is made by City pursuant to Utah's Municipal Land Use Development and Management Act, Utah Code, Title 10, Chapter 9A.

5. City shall construct a field fence along the Easement. City shall construct five (5) gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

6. Owner shall have no obligation to remove trash from the Easement. City shall be responsible to contract for trash removal from the Easement and the property immediately adjacent thereto, or do it itself. Owner hereby grants to City permission to enter the property immediately adjacent thereto in order to fulfill its obligations under this paragraph.

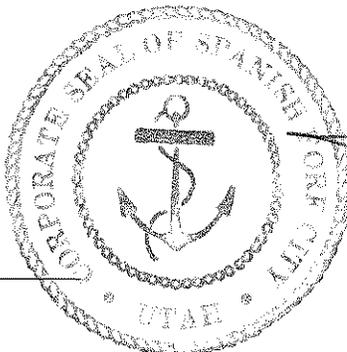
7. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and Easement. City will post signs indicating the restriction concerning motorized vehicles.

8. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or Easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

9. At the time of future development, City shall allow Owner, or its successor in interest, to claim the acreage included within the Easement as part of the total acreage in calculating density for the development project, if Owner desires to create a master planned development.

10. By granting the Easement identified herein, Owner has made its land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this 6th day of July, 2010.



SPANISH FORK CITY by:

*G. Wayne Andersen*  
G. WAYNE ANDERSEN, Mayor

Attest:

*Kent R. Clark*  
KENT R. CLARK, Recorder

A & H McKELL FAMILY L.C.

*Brent A. McKell*  
BRENT A. McKELL; MANAGER

When Recorded, Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Affecting Tax Parcel No. \_\_\_\_\_



ENT 77734:2010 PG 1 of 14  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Sep 14 3:25 PM FEE 0.00 BY SW  
RECORDED FOR UTAH COUNTY ENGINEER

(space above for recorder's use)

**TRAIL AND RIVER ACCESS EASEMENT AGREEMENT**

[Spanish Fork, Utah]

THIS TRAIL AND RIVER ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 22<sup>nd</sup> day of June, 2010, by and between BRIGHAM YOUNG UNIVERSITY, a Utah nonprofit corporation, whose address is \_\_\_\_\_, Provo, Utah \_\_\_\_\_ ("Grantor"), and UTAH COUNTY, UTAH, a body politic of the State of Utah, whose address is 100 E. Center Street, Suite 2300, Provo, Utah 84606, and SPANISH FORK CITY, a body politic of the State of Utah, whose address is 40 South Main Street, Spanish Fork, Utah 84660(collectively, "Grantee").

**RECITALS**

A. Grantor owns a portion of that certain real property located in the County of Utah, State of Utah (the "Grantor's Property"), as more particularly described on Exhibit A, a copy of which is attached hereto and incorporated herein by this reference.

B. Grantee desires to obtain a perpetual, non-exclusive trail and river access easement for construction of a trail (the "Trail") on, over, and across portions of the Grantor's Property, and for access to the Spanish Fork River, for the benefit of Grantee and the public, and for such other purposes as are more specifically described herein. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Permanent Easement.** In consideration of the covenants and agreements hereinafter set forth, and to the extent that Grantor owns the property described on Exhibit A, Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive trail and river access easement on, over, and across that portion of the Grantor's Property more specifically described on Exhibit B, and depicted on that certain Illustration for Exhibit B, both attached hereto and incorporated herein by this

reference (the "**Easement Area**"). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The easement granted pursuant to this Section 1 shall be solely for the purposes of: (1) constructing, maintaining, repairing, replacing, enlarging, and operating the Trail, a field fence and appurtenances thereto, (2) access to the Spanish Fork River to preserve the river corridor buffer, to install and maintain armor along the river bank, and to otherwise preserve, maintain and repair the Trail and river corridor on, over and across the Grantor's Property (the improvements referenced in the aforementioned subsections (1) and (2) are collectively, the "**Improvements**"), and (3) use by the public of the Trail and other Improvements intended for the public's use and enjoyment. Grantee's use of the Easement Area is limited exclusively to the aforementioned rights, and Grantee has no right to install any utilities, roads, or other facilities on, over, or across the Easement Area. Except for the motorized vehicles that Grantee will utilize to maintain the Easement Area and river corridor, and emergency vehicles, no other motorized vehicles, of any kind or function, will be operated or brought upon the Easement Area by Grantee, Grantee's Agents or the public.

2. **Compensation.** Grantee shall pay Grantor \$69,485.00 for this Agreement; the aforementioned amount representing the fair market value for the easement granted herein.

3. **Access.** The general public and Grantee, its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**"), shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee, Grantee's Agents and the public shall enter upon the Easement Area at its/their sole risk and hazard, and Grantee, Grantee's Agents and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and/or Grantee's Agents (and their successors and assigns). Furthermore, Grantee agrees to indemnify and hold harmless Grantor from any and all liability arising from Grantee, Grantee's Agents, or the public's use of the Improvements or Easement Area, including defending (with counsel acceptable to Grantor) any court action from such use. This indemnity shall not extend to the intentional or grossly negligent acts of Grantor.

4. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area, including, but not limited to, the right to construct utilities and other improvements (such as, without limitation, trails, parks, parking lots, sidewalks, roads, river access points and amenities, piers, and any other structure of a similar function or purpose) in, on, or under the Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights across Grantor's Property and connecting the Trail with the then existing trail and with comparable access to the Spanish Fork River for maintenance. Once Grantor has completed the relocation of the Trail, Grantor may unilaterally record a new easement that documents the new location of the Trail and provides comparable rights to those set forth herein. The new easement document may also terminate this Agreement.

Grantor shall be permitted to operate motorized vehicles within the Easement Area from time to time for agricultural, maintenance or emergency purposes for the benefit of Grantor's Property.

5. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. **Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances. Grantee, or Grantee's Agents, shall haul away any rubbish, sticks, trash, cement, large rocks, or other similar types of debris which are removed during construction or maintenance of the Improvements. Grantee shall use its best efforts to camouflage or cover-up existing concrete rip-rap in the river.

Grantee shall construct a field fence, with a twist every four-feet. City shall construct not more than two gates. Gates shall be "Powder River" type double gates with panels ranging from ten to fourteen feet. Grantee shall also provide not more than three walk-through gates at locations identified by Grantor. It shall be Grantee's obligation to maintain the fence, gates and the Trail following construction. Grantee shall own and maintain all fences and gates constructed in conjunction with the Trail system. Grantee shall be obligated to perform weed control along any fences constructed in relation to the Trail system. Grantor shall not be liable for any damage to wooden fence posts, which are part of the Trail fencing system, incurred during ditch burnings.

7. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee may place appropriate bollards to keep motorized vehicles out of the Easement Area (Grantor shall be given necessary keys or lock combinations in order to exercise its access rights). Grantee will post signs indicating the restriction of vehicular use in the Easement Area. Such signage will further indicate the potential presence of emergency, maintenance or agricultural vehicles and the requirement that all Trail users yield to such vehicles. Grantee shall be responsible for trimming or otherwise removing tree and shrubbery growth from the Trail in order to allow for the approved vehicular access.

Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, fences, water, and/or irrigation pipes, lines, and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents.

Grantor shall have no obligation to remove trash from the Easement Area. Grantee shall be responsible for trash removal.

8. **Open Space.** At the time Grantor seeks entitlements to improve or develop Grantor's Property, Grantor (or its successors or assigns) will be allowed to include all area in the Easement Area as landscape area or open space area for density determination purposes.

9. **Insurance.** Before entry on the Easement Area, Grantee shall provide, and shall require all of Grantee's Agents to provide, commercial general liability insurance, automobile liability insurance covering owned, non-owned, and hired vehicles and such other insurance as may be reasonably applicable based on the activity, which provides for at least \$1,000,000 in liability limits, per occurrence, for personal injury or death, and at least \$1,000,000 for property damage, arising out of or resulting from any entry on the Grantor's Property by Grantee or Grantee's Agents. A certificate of insurance shall be provided to Grantor before entry by Grantee or Grantee's Agents, which certificate shall describe the coverage and shall be endorsed to name Grantor as an additional insured. Grantee may obtain such insurance by means of self-insurance so long as Grantee maintains actuarially sound reserves.

Grantor shall be further protected by the limits of liability set forth in the Utah Limitation of Landowner Liability-Public Recreation Act (Utah Code Ann. §57-14-1, et seq.).

10. **Compliance with Laws.** Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

11. **Liens.** Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee. Any such liens must be released of record within thirty (30) days.

12. **Notices.** Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Brigham Young University  
Attn: Carl Bailey  
BYU - B-355 ASB  
Provo, Utah 84602

If to Grantee: Utah County, Utah  
Attn: \_\_\_\_\_  
100 E. Center Street, Suite 2300  
Provo, Utah 84606

Spanish Fork City  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

**13. Miscellaneous.**

**13.1 Interpretation.** Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

**13.2 Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

**13.3 Assignment/Run with the Land/Successors.** Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor hereto. Notwithstanding, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld in the case of assignment to a reputable entity who expressly assumes the obligations of Grantee hereunder with proven financial capability demonstrated by financial reports satisfactory to Grantor in connection with the request for approval to fully perform all of Grantee's responsibilities under this Agreement, both at the time of assignment and for the reasonably foreseeable term of this Agreement.

**13.4 Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the parties.

**13.5 Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a

breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

**13.6 Rights and Remedies.** The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**13.7 Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

**13.8 Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

**13.9 No Public Use/Dedication.** The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

**13.10 Termination.** This Agreement and all easement rights set forth herein will be automatically terminated once: (a) Grantee decides that it will no longer use the easement granted herein, (b) the Improvements are abandoned for a period of twelve (12) consecutive months, or (c) Grantee is provided an alternative easement for the Improvements. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor's Property and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

**13.11 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

*[signatures and acknowledgements to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Grantor: BRIGHAM YOUNG UNIVERSITY,  
a Utah nonprofit corporation

By: Brian K. Evans *[Signature]*

Name (Print): BRIAN K. EVANS

Its: CFO

STATE OF UTAH )  
                                  :SS  
COUNTY OF UTAH )

On this 22 day of June, 2010 personally appeared before me BRIAN K. EVANS, personally known to me to be the CFO of **BRIGHAM YOUNG UNIVERSTIY, a Utah nonprofit corporation**, who acknowledged before me that he signed the foregoing instrument as the CFO for the **BRIGHAM YOUNG UNIVERSITY, a Utah nonprofit corporation**, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Betty Mae Johnson  
Notary Public

Grantee:

UTAH COUNTY, UTAH  
a body politic of the State of Utah

By: *Steve White*

Name (Print): Steve White

Its: Commission Chair

ATTEST:

By: *Renée Huggins-Caron*

Name: Renée Huggins-Caron

Its: Deputy clerk/Auditor

APPROVED AS TO FORM:

By: *Kent O. Willis*

Name: Kent O. Willis

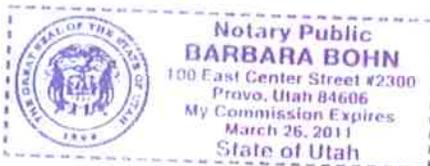
Its: Deputy Attorney

STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

On this 28 day of July, 2010, personally <sup>Commission</sup> appeared before me Steve White, known or satisfactorily proved to me to be the Chair of **UTAH COUNTY, UTAH, a body politic of the State of Utah**, who acknowledged to me that he/she signed the foregoing instrument as Chair for said entity.

WITNESS my hand and official seal.

*Barbara Bohn*  
Notary Public



SPANISH FORK CITY,  
a body politic

By: G. Wayne Andersen

Name: G. Wayne Andersen

Its: Mayor

ATTEST:

By: Kent R. Clark

Name: Kent R. Clark

Its: City Recorder / Finance Director



APPROVED AS TO FORM:

By: J. Junior Baker

Name: J. Junior Baker

Its: Attorney

STATE OF UTAH )

:ss

COUNTY OF UTAH )

On this 28th day of June, 2010, personally appeared before me G. Wayne Andersen known or satisfactorily proved to me to be the Mayor of **SPANISH FORK CITY, a body politic of the State of Utah**, who acknowledged to me that he/she signed the foregoing instrument as Mayor for said entity.

WITNESS my hand and official seal.



Marlo Smith  
Notary Public

Exhibit A

(Legal Description of the Grantor's Property)

BEGINNING AT A POINT WHICH IS LOCATED NORTH 440.68 FEET AND WEST 196.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN (NAD27: FROM WEST ¼ COR. TO SOUTHWEST COR. SEC. 32 BEING S00°19'34"E); THENCE S85°06'02"E 2061.55 FEET ALONG A FENCE LINE AND FENCE LINE EXTENDED TO ANOTHER FENCE LINE; THENCE S03°38'14"W 1565.27 FEET ALONG A FENCE LINE TO A POINT WHICH IS LOCATED EAST 1742.88 FEET AND NORTH 1358.33 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'56"W 46.31 FEET; THENCE N87°04'26"W 90.00 FEET; THENCE S63°35'03"W 161.23 FEET; THENCE S62°39'53"W 59.89 FEET; THENCE N88°46'27"W 153.32 FEET; THENCE S59°38'42"W 165.57 FEET; THENCE S71°48'04"W 156.08 FEET; THENCE N15°43'21"E 9.04 FEET; THENCE S84°57'05"W 270.91 FEET; THENCE S89°31'20"W 464.21 FEET; THENCE N83°39'27"W 276.05 FEET; THENCE N70°43'33"W 64.66 FEET; THENCE N49°36'18"W 87.41 FEET; THENCE N35°52'46"W 81.55 FEET; THENCE N39°58'35"W 232.19 FEET; THENCE N17°29'15"W 82.94 FEET; THENCE N02°19'19"W 64.22 FEET; THENCE N08°48'00"E 68.43 FEET; THENCE N06°31'33"W 98.75 FEET; THENCE N24°32'47"W 91.82 FEET; THENCE S53°19'00"E 19.54 FEET; THENCE S83°11'00"E 66.20 FEET; THENCE N00°43'00"E 153.65 FEET; THENCE N27°02'08"E 22.97 FEET; THENCE EAST 119.46 FEET; THENCE N00°55'12"W 351.52 FEET; THENCE N01°00'00"E 728.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN 1100 EAST STREET.

**Exhibit B**

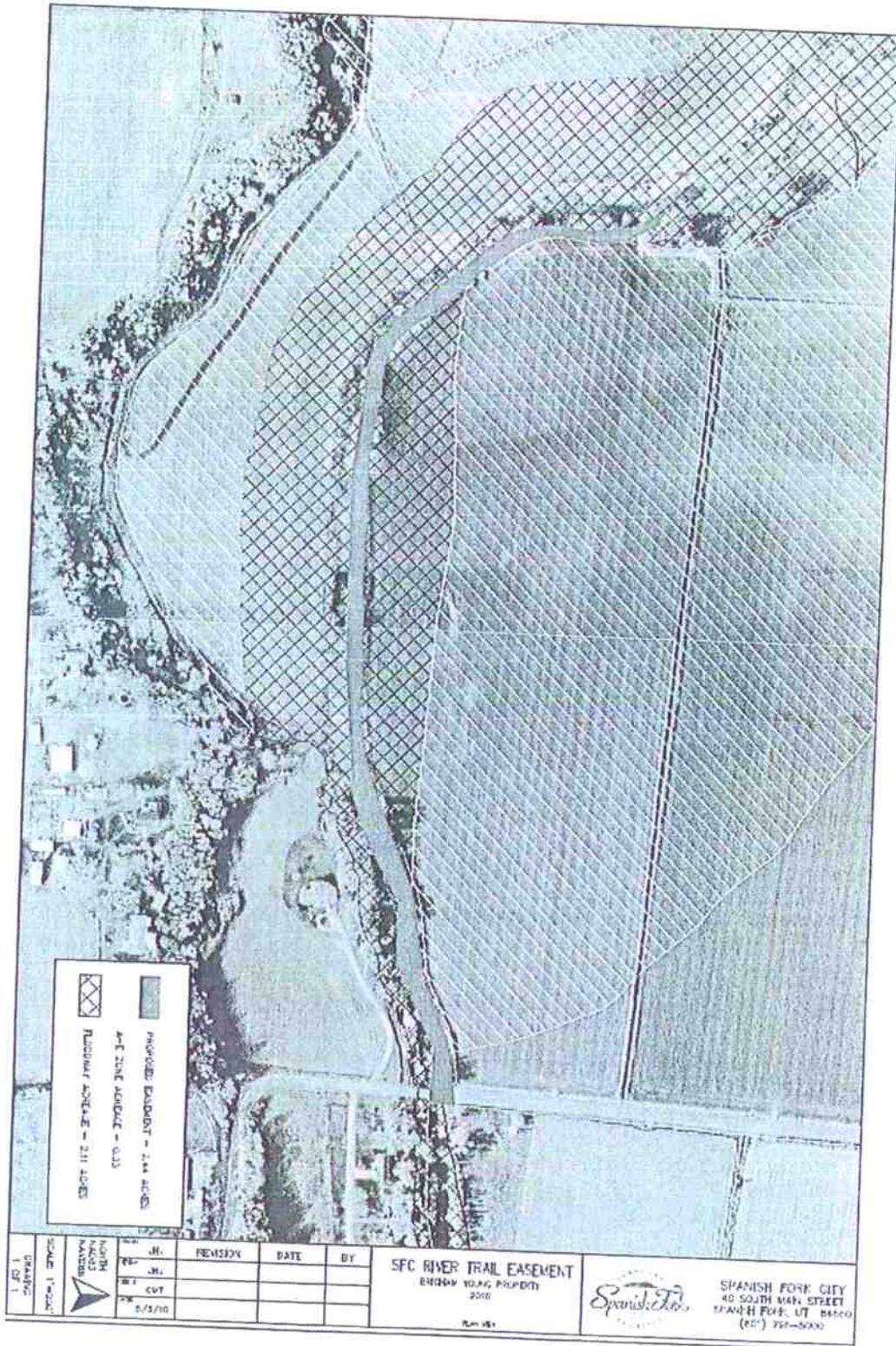
(Description of the Easement Area)

**NRCS SPANISH FORK RIVER TRAIL EASEMENT  
BYU PROPERTY**

BEGINNING AT A POINT WHICH IS LOCATED EAST 1742.88 FEET AND NORTH 1358.33 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N88°31'56"W 46.31 FEET; THENCE N87°04'26"W 90.00 FEET; THENCE S63°35'03"W 161.23 FEET; THENCE S62°39'53"W 59.89 FEET; THENCE N88°46'27"W 153.32 FEET; THENCE S59°38'42"W 165.57 FEET; THENCE S71°48'04"W 156.08 FEET; THENCE N15°43'21"E 9.04 FEET; THENCE S84°57'05"W 270.91 FEET; THENCE S89°31'20"W 464.21 FEET; THENCE N83°39'27"W 276.05 FEET; THENCE N70°43'33"W 64.66 FEET; THENCE N49°36'18"W 87.41 FEET; THENCE N35°52'46"W 81.55 FEET; THENCE N39°58'35"W 232.19 FEET; THENCE N17°29'15"W 82.94 FEET; THENCE N02°19'19"W 64.22 FEET; THENCE N08°48'00"E 68.43 FEET; THENCE N06°31'33"W 98.75 FEET; THENCE N24°32'47"W 91.82 FEET; THENCE S53°19'00"E 19.54 FEET; THENCE S83°11'00"E 11.75 FEET; THENCE S27°15'15"E 64.71 FEET; THENCE 112.35 FEET ALONG A 178.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S09°10'18"E 110.50 FEET; THENCE S08°54'39"W 61.30 FEET; THENCE 114.72 FEET ALONG A 152.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S12°42'40"E 112.02 FEET; THENCE S34°19'58"E 104.51 FEET; THENCE 34.37 FEET ALONG A 142.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S41°16'02"E 34.29 FT; THENCE S48°12'05"E 54.48 FEET; THENCE 24.30 FEET ALONG A 108.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S41°45'25"E 24.24 FEET; THENCE S35°18'45"E 115.16 FEET; THENCE 134.26 FEET ALONG A 162.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S59°03'19"E 130.45 FEET; THENCE S82°47'53"E 196.15 FEET; THENCE 18.28 FEET ALONG A 164.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S85°59'27"E 18.27 FEET; THENCE S89°11'02"E 290.23 FEET; THENCE 22.91 FEET ALONG A 492.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N89°28'56"E 22.91 FEET; THENCE N88°08'53"E 183.67 FEET; THENCE 36.04 FEET ALONG A 508.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S89°49'10"E 36.03 FEET; THENCE S87°47'13"E 23.75 FEET; THENCE 247.90 FEET ALONG A 610.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N80°34'15"E 246.20 FEET; THENCE N68°55'43"E 125.39 FEET; THENCE 23.11 FEET ALONG A 492.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N67°34'59"E 23.11 FEET; THENCE N66°14'14"E 90.07 FEET; THENCE 52.77 FEET ALONG A 201.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N73°45'30"E 52.62 FEET; THENCE N81°16'46"E 152.43 FEET; THENCE 57.09 FEET ALONG A 230.50 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N74°11'04"E 56.94 FEET; THENCE N67°05'22"E 109.40 FEET; THENCE 77.22 FEET ALONG A 278.00 FOOT RADIUS

CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N75°02'50"E 76.97 FEET; THENCE  
N83°00'17"E 109.31 FEET; THENCE S03°38'14"W 61.25 FEET TO THE POINT OF BEGINNING.

**Illustration for Exhibit B**



## LICENSE AGREEMENT

Comes now CHRISTINE L. HEATHMAN, Licensor, and hereby grants to Spanish Fork City, Licensee, for good and valuable consideration, as set forth herein, an irrevocable license to cross Licensor's property for the purpose of constructing a bridge across the Spanish Fork River in order to connect portions of a river trail.

The description over which the license is valid is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED WEST 315.68 FEET AND NORTH 1533.79 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N02°01'04"E 26.87 FEET; THENCE N89°08'30"E 189.03 FEET; THENCE S87°29'38"E 516.03 FEET; THENCE S37°14'50"E 258.07 FEET; THENCE S45°02'00"E 34.41 FEET; THENCE S49°30'00"W 54.75 FEET; THENCE N37°14'50"W 294.65 FEET; THENCE N87°58'05"W 666.48 FEET TO THE POINT OF BEGINNING.

This license is valid for the lesser of one year from the date hereof or until the bridge is fully installed and operational.

Licensor and Licensee acknowledge that as many as two trees may need to be removed in order to bring in the bridge and install it. Licensor has the option to request that Licensee replace the trees. If the option is exercised, Licensee shall replace the removed trees with up to ten of the same type of tree, to be between six and eight feet in height. The trees will be located with ten (10) feet of where the removed trees stood. Licensor shall replace the trees in the late fall or early spring, so as to best assure their survival.

Licensee shall install a temporary electrical fence along all sides of the access necessary to contain the livestock outside construction area.

Upon the completion of the bridge installation, Licensee shall restore Licensor's property to the same condition it existed in prior to the installation, so far as can reasonably be accomplished.

Upon the completion of the bridge installation, Licensee shall restore Licensor's fences to same or better condition they existed in prior to the installation.

As further consideration for this license, Licensee shall provide a 14 foot powder river type gate in Licensor's fence to allow Licensor, her guests and invitees to access the river trail, provided that its use is restricted to pedestrian and equestrian uses and that no motor vehicles shall be allowed access to the trail from the gate.

DATED this 2 day of June, 2010



SPANISH FORK CITY by

  
CHRISTINE L. HEATHMAN

  
G. WAYNE ANDERSEN, Mayor

Attest:

  
KENT R. CLARK, Recorder

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between DICK G. GEISLER (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. River Trail Easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 1544.93 FEET AND SOUTH 2647.89 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N77°12'45"E 20.57 FEET; THENCE N74°37'24"E 50.08 FEET; THENCE S07°50'28"E 16.00 FEET; THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS CURVE TO THE LEFT 55.79 FEET (CHORD BEARS: S69°28'29"W 55.33 FEET); THENCE S56°47'27"W 275.92 FEET; THENCE ALONG THE ARC OF A 266.00 FOOT RADIUS CURVE TO THE RIGHT 136.85 FEET (CHORD BEARS: S71°31'44"W 135.34 FEET); THENCE S86°16'02"W 85.81 FEET; THENCE S78°48'55"W 355.17 FEET; THENCE N04°58'41"W 10.45 FEET; THENCE N07°30'00"W 5.62 FEET; THENCE N78°48'55"E 354.72 FEET; THENCE N86°16'02"E 86.85 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT 128.62 FEET (CHORD BEARS: N71°31'44"E 127.20 FEET); THENCE N56°47'27"E 253.23 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 19.55 FEET (CHORD BEARS: N28°46'54"E 18.78 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 0.34 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. Construction & Maintenance Access Easement (NOT FOR PUBLIC ACCESS) is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 1321.16 FEET AND SOUTH 1061.61 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N80°08'35"E 20.34 FEET; THENCE S00°35'33"W 1225.63 FEET; THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE RIGHT 52.06 FEET (CHORD BEARS: S14°09'04"W 51.58 FEET); THENCE S27°42'36"W 32.39 FEET; THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT

31.35 FEET (CHORD BEARS: S17°43'50"W 31.19 FEET); THENCE S07°45'04"W 135.44 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 33.85 FEET (CHORD BEARS: S40°44'17"E 29.95 FEET); THENCE S89°13'38"E 233.61 FEET; THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT 62.83 FEET (CHORD BEARS: S44°13'38"E 56.57 FEET); THENCE S00°46'22"W 50.66 FEET; THENCE S77°12'45"W 20.57 FEET; THENCE N00°46'22"E 55.48 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 31.42 FEET (CHORD BEARS: N44°13'38"W 28.28 FEET); THENCE N89°13'38"W 233.61 FEET; THENCE ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT 67.70 FEET (CHORD BEARS: N40°44'17"W 59.91 FEET); THENCE N07°45'04"E 135.44 FEET; THENCE ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE RIGHT 38.32 FEET (CHORD BEARS: N17°43'50"E 38.12 FEET); THENCE N27°42'36"E 32.39 FEET; THENCE ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT 42.60 FEET (CHORD BEARS: N14°09'04"E 42.20 FEET); THENCE N00°35'33"E 1221.94 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.85 ACRES

4. City shall pay Owner \$0.00 for proposed easements.
5. City shall prep and pave a 16 foot asphalt (2 ½") lane along existing driveway within the proposed construction & maintenance access easement.

Centerline of asphalt lane is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 1330.99 FEET AND SOUTH 1077.76 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S00°35'33"W 1205.89 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 47.33 FEET (CHORD BEARS: S14°09'04"W 46.89 FEET); THENCE S27°42'36"W 32.39 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 34.84 FEET (CHORD BEARS: S17°43'50"W 34.66 FEET); THENCE S07°45'04"W 186.43 FEET; THENCE S50°43'23"W 48.95 FEET TO END.

6. City shall prep and pave a 16 foot asphalt lane from existing driveway to the barn area, (approximately 250 feet) location to be approved by the Owner.

7. City shall install a 12" class 3 steel reinforced concrete pipe under driveway for drainage of agricultural fields. Location to be approved by the Owner.

8. City shall construct a 7 foot privacy fence made of wood along the proposed river trail easement south of the existing house. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

This fence line is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 1195.79 FEET AND SOUTH 2680.51 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N67°23'17"E 69.30 FEET; THENCE N75°50'35"E 65.37 FEET; THENCE S80°39'01"E 95.02 FEET; THENCE SOUTH 19.93 FEET; THENCE S20°31'32"W 97.59 FEET; THENCE S56°47'27"W 70.11 FEET; THENCE S71°31'44"W 127.20 FEET; THENCE S86°16'02"W 86.85 FEET; THENCE S78°48'55"W 354.72 FEET TO AN EXISTING FENCE LINE.

9. City shall construct a field fence, along property line north of the mill race. City will own and maintain all fences constructed in relation to the trail system. City shall construct Z gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of sixteen foot panels. Location to be approved by owner.

This fence line is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 1416.90 FEET AND SOUTH 2653.32 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N80°37'03"E 728.29 FEET; THENCE N51°21'24"E 501.33 FEET TO THE EAST PROPERTY LINE OF THE DICK G. GEISLER PROPERTY.

10. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

11. The trail, when constructed, shall be for pedestrian & equestrian use. No motorized vehicles shall be allowed except for access use for maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

12. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

13. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for a development project.

14. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

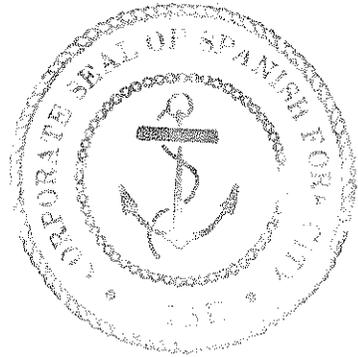
DATED this 18 day of May, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



  
DICK G. GEISLER

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between FRED P. VINCENT FARM, LLC (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A FENCE CORNER WHICH IS LOCATED WEST 398.92 FEET AND SOUTH 2978.65 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S02°22'25"W 53.25 FEET TO THE SPANISH FORK RIVER; THENCE ALONG THE SPANISH FORK RIVER THE FOLLOWING 8 COURSES; THENCE N64°40'19"E 125.00 FEET; THENCE ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT 259.02 FEET (CHORD BEARS: N83°13'21"E 254.51 FEET); THENCE S78°13'37"E 217.40 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 38.46 FEET (CHORD BEARS: S83°44'07"E 38.40 FEET); THENCE S89°14'38"E 114.30 FEET; THENCE S87°29'54"E 155.49 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT 49.42 FEET (CHORD BEARS: S82°46'46"E 49.36 FEET); THENCE S78°03'37"E 130.92 FEET TO A FENCE LINE; THENCE N46°02'20"E ALONG SAID FENCE LINE 149.08 FEET TO A FENCE CORNER; THENCE NORTH 1.55 FEET; THENCE N85°37'30"E 9.14 FEET; THENCE N07°30'00"W 16.62 FEET; THENCE S78°48'55"W 10.02 FEET; THENCE ALONG THE ARC OF A 41.00 FOOT RADIUS CURVE TO THE LEFT 22.58 FEET (CHORD BEARS: S63°02'23"W 22.29 FEET); THENCE S47°15'54"W 23.58 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT 81.53 FEET (CHORD BEARS: S70°37'15"W 79.29 FEET); THENCE N86°01'23"W 373.79 FEET; THENCE ALONG THE ARC OF A 484.00 FOOT RADIUS CURVE TO THE RIGHT 98.99 FEET (CHORD BEARS: N80°09'51"W 98.81 FEET); THENCE N74°18'19"W 62.12 FEET; THENCE ALONG THE ARC OF A 516.00 FOOT RADIUS CURVE TO THE LEFT 202.60 FEET (CHORD BEARS: N85°33'14"W 201.31 FEET); THENCE S83°11'52"W 132.57 FEET; THENCE ALONG THE ARC OF A 216.00 FOOT RADIUS CURVE TO THE LEFT 55.14 FEET (CHORD BEARS: S75°53'04"W 54.99 FEET); THENCE S68°34'17"W 148.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.39 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$48,650.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct 2 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of sixteen foot panels. City shall also provide 0 walk-through gate(s) at location(s) identified by

Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself. City shall be obligated to perform weed control within the easement and along any fences constructed in relation to the trail system.

6. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

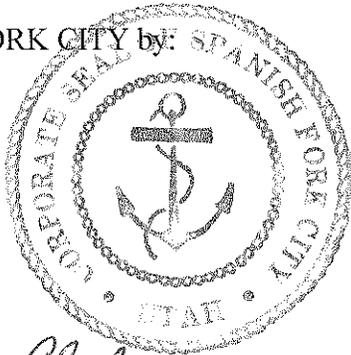
7. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

8. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

9. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this 24 day of May, 2010.

SPANISH FORK CITY by:



G. Wayne Andersen  
G. WAYNE ANDERSEN, Mayor

ATTEST:

Kent R. Clark  
KENT R. CLARK, Recorder

FRED P. VINCENT FARM, LLC

Fred P. Vincent  
FRED P. VINCENT

**SPANISH FORK RIVER TRAIL PROJECT  
PURCHASE AGREEMENT**

This agreement is entered between FRED R. JEX FAMILY, LLC (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining property along the Spanish Fork River owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The property is described as follows:

BEGINNING AT A POINT LOCATED ON THE CENTERLINE OF THE SPANISH FORK RIVER, SAID POINT BEING LOCATED EAST 570.35 FEET AND NORTH 1311.16 FEET FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE CENTERLINE OF THE SPANISH FORK RIVER THE FOLLOWING COURSES: THENCE S25°28'15"W 67.08 FEET; THENCE S17°47'25"W 52.13 FEET; THENCE ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE RIGHT 202.35 FEET (CHORD BEARS: S62°22'57"W 182.53 FEET); THENCE N73°01'30"W 152.22 FEET; THENCE ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE LEFT 339.28 FEET (CHORD BEARS: S34°58'43"W 256.78 FEET); THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 17.21 FEET (CHORD BEARS: S17°17'55"E 16.87 FEET); THENCE S02°25'15"W 141.53 FEET; THENCE S14°35'04"W 152.31 FEET; THENCE S15°43'18"W 158.49 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 104.42 FEET (CHORD BEARS: S34°08'09"E 91.73 FEET); THENCE S83°59'36"E 117.87 FEET; THENCE S67°54'56"E 112.89 FEET; THENCE S81°34'09"E 66.73 FEET; THENCE S61°57'20"E 165.83 FEET; THENCE S37°10'19"E 157.91 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 116.39 FEET (CHORD BEARS: S70°30'51"E 109.93 FEET); THENCE N76°08'36"E 144.88 FEET; THENCE N65°59'42"E 130.15 FEET; THENCE N40°47'00"E 163.54 FEET; THENCE ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT 220.19 FEET (CHORD BEARS: N80°12'28"E 203.22 FEET); THENCE N17°15'00"W 7.44 FEET; THENCE N08°00'00"E 46.16 FEET; THENCE ALONG THE ARC OF A 216.00 FOOT RADIUS CURVE TO THE LEFT 244.52 FEET (CHORD BEARS: S81°09'58"W 231.67 FEET); THENCE S48°44'06"W 133.14 FEET; THENCE ALONG THE ARC OF A 284.00 FOOT RADIUS CURVE TO THE RIGHT 435.19 FEET (CHORD BEARS: N87°21'58"W 393.85 FEET); THENCE ALONG THE ARC OF A 166.00 FOOT RADIUS CURVE TO THE LEFT 64.29 FEET (CHORD BEARS: N54°33'43"W 63.89 FEET); THENCE N65°39'24"W 40.59 FEET; THENCE ALONG THE ARC OF A 84.00 FOOT RADIUS CURVE TO THE RIGHT 34.42 FEET (CHORD BEARS: N53°55'07"W 34.18 FEET); THENCE N42°10'51"W 121.20 FEET; THENCE ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE LEFT 137.79 FEET); THENCE S69°45'42"W 25.58 FEET; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT 63.30 FEET (CHORD BEARS: S81°51'01"W 62.83 FEET); THENCE N86°03'40"W 28.60 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 27.42 FEET (CHORD BEARS: N46°47'08"W 25.32 FEET); THENCE N07°30'36"W 39.45 FEET; THENCE ALONG THE ARC OF A 114.00 FOOT RADIUS CURVE TO THE RIGHT 55.28 FEET (CHORD BEARS: N06°22'54"E 54.74 FEET); THENCE N20°16'24"E 142.67 FEET; THENCE ALONG THE ARC OF A 266.00 FOOT RADIUS CURVE TO THE LEFT 83.85 FEET (CHORD BEARS: N11°14'35"E 83.50 FEET); THENCE N02°12'46"E 51.72 FEET; THENCE ALONG THE ARC OF A 266.00 FOOT RADIUS CURVE TO THE LEFT 45.82 FEET (CHORD BEARS: N02°43'17"W 45.76 FEET); THENCE N07°39'20"W 118.59 FEET; THENCE ALONG THE ARC OF A 52.00 FOOT RADIUS CURVE TO THE RIGHT 100.34 FEET (CHORD BEARS: N47°37'17"E 85.48 FEET); THENCE S77°06'06"E 46.46 FEET; THENCE ALONG THE ARC OF A 216.00 FOOT RADIUS CURVE

TO THE LEFT 57.57 FEET (CHORD BEARS: S84°44'15"E 57.40 FEET); THENCE N87°37'36"E 150.03 FEET; THENCE ALONG THE ARC OF A 146.00 FOOT RADIUS CURVE TO THE LEFT 148.07 FEET (CHORD BEARS: N58°34'23"E 141.80 FEET); THENCE N29°31'10"E 57.00 FEET; THENCE ALONG THE ARC OF A 94.00 FOOT RADIUS CURVE TO THE RIGHT 24.19 FEET (CHORD BEARS: N36°53'26"E 24.12 FEET); THENCE N44°15'42"E 13.89 FEET; THENCE ALONG THE ARC OF A 176.00 FOOT RADIUS CURVE TO THE LEFT 41.21 FEET (CHORD BEARS: N37°33'13"E 41.12 FEET); THENCE N30°50'44"E 12.38 FEET; THENCE N57°45'00"W 76.98 FEET TO THE POINT OF BEGINNING.

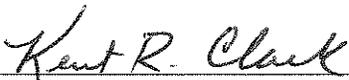
CONTAINING: 4.21 ACRES

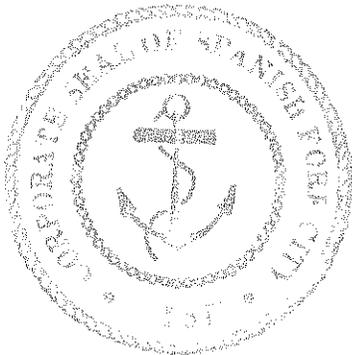
2. City shall pay Owner \$168,400.00 for this agreement.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor  
June 29, 2010

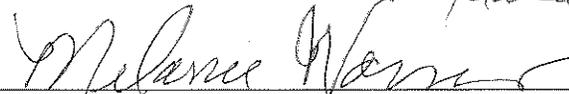
ATTEST:

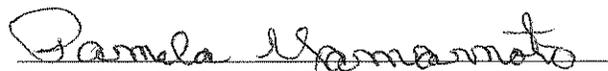
  
KENT R. CLARK, Recorder



FRED R. JEX FAMILY, LLC.

  
MARCIA HALES  
MANAGER

  
MELANIE NORRIS AKA Melanie Jex  
MANAGER

  
PAMELA YAMAMOTO  
MANAGER



**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between FRITZI REALTY (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining a non-exclusive easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 146.70 FEET AND EAST 103.72 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 17.03 FEET (CHORD BEARS: N47°45'53"W 16.73 FEET); THENCE N29°00'06"W 8.79 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 4.59 FEET (CHORD BEARS: N42°09'30"W 4.55 FEET); THENCE N55°18'55"W 18.76 FEET; THENCE ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT 37.22 FEET (CHORD BEARS: N41°17'02"W 36.85 FEET); THENCE N27°15'08"W 7.33 FEET; THENCE ALONG THE ARC OF A 284.00 FOOT RADIUS CURVE TO THE LEFT 54.28 FEET (CHORD BEARS: N32°43'40"W 54.20 FEET); THENCE N38°12'13"W 43.75 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT 31.27 FEET (CHORD BEARS: N42°01'57"W 31.25 FEET); THENCE N45°51'41"W 26.67 FEET; THENCE ALONG THE ARC OF A 116.00 FOOT RADIUS CURVE TO THE RIGHT 52.04 FEET (CHORD BEARS: N33°00'38"W 51.60 FEET); THENCE N20°09'34"W 207.31 FEET; THENCE N22°55'25"W 115.95 FEET; THENCE N01°39'00"E 38.47 FEET; THENCE S22°55'25"E 151.33 FEET; THENCE S20°09'34"E 207.70 FEET; THENCE ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT 44.86 FEET (CHORD BEARS: S33°00'38"E 44.48 FEET); THENCE S45°51'41"E 26.67 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 33.41 FEET (CHORD BEARS: S42°01'57"E 33.39 FEET); THENCE S38°12'13"E 43.75 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT 57.34 FEET (CHORD BEARS: S32°43'40"E 57.25 FEET); THENCE S27°15'08"E 7.33 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 29.39 FEET (CHORD BEARS: S41°17'02"E 29.09 FEET); THENCE S55°18'55"E 18.76 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 11.94 FEET (CHORD BEARS: S42°09'30"E 11.84 FEET); THENCE S29°00'06"E 8.79 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 6.55 FEET (CHORD BEARS: S47°45'53"E 6.43 FEET); THENCE S23°28'20"W 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,018.80 Sq. Ft.  
0.23 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to completely clean up and haul away and dispose of any rubbish, debris, sticks, trash, cement, large rocks, etc. which are removed during excavation, and shall cause the excavation to be left in a condition consistent with city plans.

3. City shall pay Owner \$15,700.00 for this agreement.

4. Owner shall have no obligation to maintain or remove trash from the easement. City shall be responsible to contract for easement maintenance and trash removal, or do it itself.

5. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

6. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

7. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

8. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

9. This easement shall be a non-exclusive easement and nothing herein shall prevent the Owner or its grantees or invitees from access or use of the property so long as such use is consistent with the City's purposes.

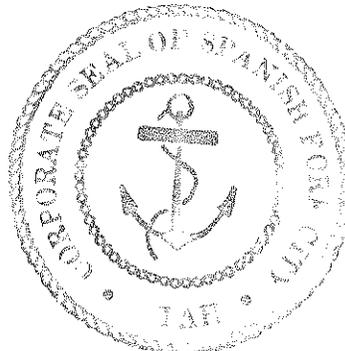
DATED this 20<sup>th</sup> day of May, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

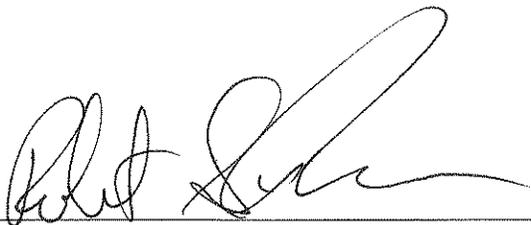
ATTEST:

  
KENT R. CLARK, Recorder



DATED this 20th day of May, 2010.

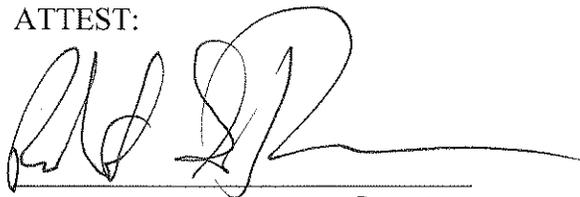
FRITZI REALTY CORPORATION

By: 

Name (Print): Robert S. Taulke

Its: CEO

ATTEST:



Secretary

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between GREGORY M. KRAINIK, as Trustee of the GEORGE FORESTER FAMILY TRUST & DOROTHY FORESTER REVOCABLE TRUST (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 3918.36 FEET AND WEST 881.42 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°46'36"E 9.38 FEET; THENCE ALONG THE ARC OF A 256.00 FOOT RADIUS CURVE TO THE LEFT 74.92 FEET (CHORD BEARS: N81°23'33"E 74.66 FEET); THENCE ALONG THE ARC OF A 691.00 FOOT RADIUS CURVE TO THE RIGHT 192.82 FEET (CHORD BEARS: N81°00'08"E 192.20 FEET); THENCE ALONG THE ARC OF A 909.00 FOOT RADIUS CURVE TO THE LEFT 58.48 FEET (CHORD BEARS: N87°09'12"E 58.47 FEET); THENCE N85°18'37"E 220.48 FEET; THENCE ALONG THE ARC OF A 716.00 FOOT RADIUS CURVE TO THE RIGHT 358.42 FEET (CHORD BEARS: S80°20'57"E 354.69 FEET); THENCE S66°00'30"E 191.20 FEET; THENCE ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT 42.68 FEET (CHORD BEARS: S79°10'27"E 42.33 FEET); THENCE N87°41'49"E 15.80 FEET; THENCE S52°30'00"E 25.01 FEET; THENCE S87°41'49"W 35.03 FEET; THENCE ALONG THE ARC OF A 109.00 FOOT RADIUS CURVE TO THE RIGHT 50.03 FEET (CHORD BEARS: N79°09'20"W 49.59 FEET); THENCE N66°00'30"W 191.20 FEET; THENCE ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE LEFT 350.41 FEET (CHORD BEARS: N80°20'57"W 346.76 FEET); THENCE S85°18'37"W 220.48 FEET; THENCE ALONG THE ARC OF A 925.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS: S87°09'12"W 59.50 FEET); THENCE ALONG THE ARC OF A 675.00 FOOT RADIUS CURVE TO THE LEFT 188.36 FEET (CHORD BEARS: S81°00'08"W 187.75 FEET); THENCE ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE RIGHT 79.61 FEET (CHORD BEARS: S81°23'33"W 79.32 FEET); THENCE S89°46'36"W 10.46 FEET; THENCE N03°38'14"E 16.04 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.43 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$15,050.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct 2 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide 4 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when

constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

6. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

7. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

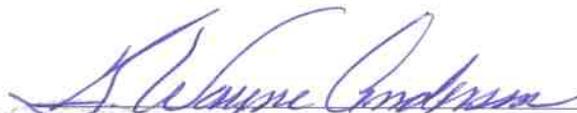
8. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

9. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

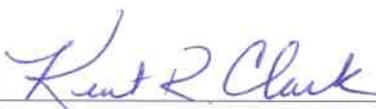
10. City shall install 2 culverts under the trail at locations designated by the Owner.

DATED this 22 day of September, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



GEORGE FORESTER FAMILY TRUST by:

  
GREGORY M. KRAINIK, Trustee

  
DOROTHY M. FORESTER REVOCABLE TRUST by:

  
GREGORY M. KRAINIK, Trustee

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between GREGORY M. KRAINIK, as Trustee of the GEORGE FORESTER FAMILY TRUST (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 3918.36 FEET AND WEST 881.42 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N89°46'36"E 9.38 FEET; THENCE ALONG THE ARC OF A 256.00 FOOT RADIUS CURVE TO THE LEFT 74.92 FEET (CHORD BEARS: N81°23'33"E 74.66 FEET); THENCE ALONG THE ARC OF A 691.00 FOOT RADIUS CURVE TO THE RIGHT 192.82 FEET (CHORD BEARS: N81°00'08"E 192.20 FEET); THENCE ALONG THE ARC OF A 909.00 FOOT RADIUS CURVE TO THE LEFT 58.48 FEET (CHORD BEARS: N87°09'12"E 58.47 FEET); THENCE N85°18'37"E 220.48 FEET; THENCE ALONG THE ARC OF A 716.00 FOOT RADIUS CURVE TO THE RIGHT 358.42 FEET (CHORD BEARS: S80°20'57"E 354.69 FEET); THENCE S66°00'30"E 191.20 FEET; THENCE ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT 42.68 FEET (CHORD BEARS: S79°10'27"E 42.33 FEET); THENCE N87°41'49"E 15.80 FEET; THENCE S52°30'00"E 25.01 FEET; THENCE S87°41'49"W 35.03 FEET; THENCE ALONG THE ARC OF A 109.00 FOOT RADIUS CURVE TO THE RIGHT 50.03 FEET (CHORD BEARS: N79°09'20"W 49.59 FEET); THENCE N66°00'30"W 191.20 FEET; THENCE ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE LEFT 350.41 FEET (CHORD BEARS: N80°20'57"W 346.76 FEET); THENCE S85°18'37"W 220.48 FEET; THENCE ALONG THE ARC OF A 925.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS: S87°09'12"W 59.50 FEET); THENCE ALONG THE ARC OF A 675.00 FOOT RADIUS CURVE TO THE LEFT 188.36 FEET (CHORD BEARS: S81°00'08"W 187.75 FEET); THENCE ALONG THE ARC OF A 272.00 FOOT RADIUS CURVE TO THE RIGHT 79.61 FEET (CHORD BEARS: S81°23'33"W 79.32 FEET); THENCE S89°46'36"W 10.46 FEET; THENCE N03°38'14"E 16.04 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.43 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$15,050.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct 2 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide 4 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when

constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

6. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

7. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

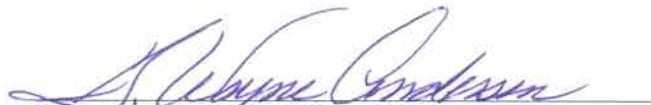
8. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

9. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

10. City shall install 2 culverts under the trail at locations designated by the Owner.

DATED this 22 day of September, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



GEORGE FORESTER FAMILY TRUST by:

  
GREGORY M. KRAINIK, Trustee

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between J. LYNN PARTRIDGE (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED WEST 1080.75 FEET AND SOUTH 150.34 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S47°08'40"W 63.13 FEET TO THE CENTERLINE OF SPANISH FORK RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING SIX COURSES AND DISTANCES; THENCE N80°59'54"W 20.26 FEET; THENCE N15°36'33"W 77.59 FEET; THENCE N04°47'25"W 77.14 FEET; THENCE N21°13'36"W 59.96 FEET; THENCE N29°47'58"W 187.28 FEET; THENCE N39°23'19"W 207.46 FEET; THENCE N08°00'00"E 37.76 FEET; THENCE ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT 122.36 FEET (CHORD BEARS: S51°49'50"E 120.79 FEET); THENCE S35°53'49"E 92.35 FEET; THENCE S33°41'20"E 138.99 FEET; THENCE ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT 31.14 FEET (CHORD BEARS: S27°44'32"E 31.08 FEET); THENCE S21°47'44"E 253.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.76 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$26,600.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct \_\_\_ gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide \_\_\_ walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system. In the event that the fence is not needed City shall pay the Owner the costs involved in the construction of the fence.

5. The fence referred to in paragraph 4 will restrict Owner's ability to water cattle and/or other stock from the Spanish Fork River. Therefore, City has the option, if enough property owners request the same to justify the cost, to allow a city water line to be installed to provide water to the remainder parcel of Owner. If City so elects, Owner may have one residential culinary water hookup and one stock water hookup. No more than one of each kind of hook up will be allowed. The cost of the water line will be offset from the monetary sums to be paid to Owner, with any balance paid to Owner. If the election is made after payment, Owner shall pay its pro-rata share of the water line installation.

6. In the event a city water line is installed and if Owner elects to receive a residential culinary water hookup, Owner realizes that the size of the water line is insufficient to provide adequate fire flows and Owner cannot rely on that source of water as adequate to fight any fire. In the event of a fire, Owner agrees to indemnify and hold harmless City from any and all damages occurring thereby, whether to persons or property, and including the cost of defending any action, including attorneys and expert witness fees. Owner agrees to comply with all requirements of the local government entity having jurisdiction to issue a building permit. In addition, due to the location of the line and the fact that water at the end of a line tends to become stale, City cannot guarantee the quality of water being provided through the line.

7. In the event a water line is installed, for either stock watering or culinary use, City will meter the line and Owner shall be responsible to pay for the amount of water consumed, pursuant to the rates in place applicable to other users in Owner's circumstances. Owner understands that non-resident rates are considerably higher than resident rates and accepts the same by making connection to any installed water lines.

8. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

9. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

10. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

11. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

12. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

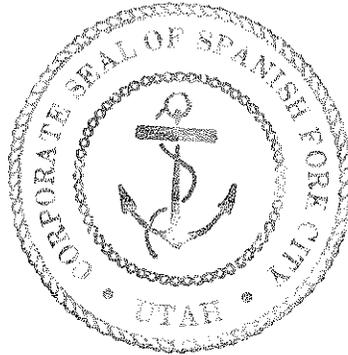
DATED this 29 day of June, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



DATED this 28<sup>th</sup> day of June, 2010.

  
J. LYNN PARTRIDGE

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between LYNN W. LEIFSON & DIANE L. LEIFSON (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED WEST 348.15 FEET AND SOUTH 1018.46 FEET FROM THE NORTH QUARTER CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; S15°07'54"W 68.85 FEET TO THE CENTERLINE OF SPANISH FORK RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE COURSES AND DISTANCES; THENCE N47°33'09"W 159.25 FEET; THENCE ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT 135.78 FEET (CHORD BEARS: N55°19'56"W 135.36 FEET); THENCE N63°06'42"W 149.03 FEET; THENCE N01°40'46"E 40.35 FEET; THENCE N36°19'44"E 13.06 FEET; THENCE S63°45'44"E 94.43 FEET; THENCE ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT 209.11 FEET (CHORD BEARS: S57°46'18"E 208.73 FEET); THENCE S51°46'52"E 87.95 FEET; THENCE ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT 38.03 FEET (CHORD BEARS: S53°57'36"E 38.02 FEET); THENCE S56°27'00"E 11.64 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.53 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$18,550.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct 4 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of sixteen foot panels. City shall also provide 1 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. The fence referred to in paragraph 4 will restrict Owner's ability to water cattle and/or other stock from the Spanish Fork River. Therefore, City has the option, if enough property owners request the same to justify the cost, to allow a city water line to be installed to provide water to the remainder parcel of Owner. If City so elects, Owner may have one residential culinary water hookup and one stock water hookup. No more than one of each kind of hook up will be allowed. The cost of the water line will be offset from the monetary sums to be paid to Owner, with any balance paid to Owner. If the election is made after payment, Owner shall pay its pro-rata share of the water line installation.

6. In the event a city water line is installed and if Owner elects to receive a residential culinary water hookup, Owner realizes that the size of the water line is insufficient to provide adequate fire flows and Owner cannot rely on that source of water as adequate to fight any fire. In the event of a fire, Owner agrees to indemnify and hold harmless City from any and all damages occurring thereby, whether to persons or property, and including the cost of defending any action, including attorneys and expert witness fees. Owner agrees to comply with all requirements of the local government entity having jurisdiction to issue a building permit. In addition, due to the location of the line and the fact that water at the end of a line tends to become stale, City cannot guarantee the quality of water being provided through the line.

7. In the event a water line is installed, for either stock watering or culinary use, City will meter the line and Owner shall be responsible to pay for the amount of water consumed, pursuant to the rates in place applicable to other users in Owner's circumstances. Owner understands that non-resident rates are considerably higher than resident rates and accepts the same by making connection to any installed water lines.

8. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

9. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

10. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

11. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

12. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this 11 day of August, 2010.

SPANISH FORK CITY by:

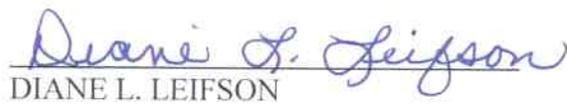
  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



  
LYNN W. LEIFSON

  
DIANE L. LEIFSON

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between MARK A. MCKELL (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED WEST 2.86 FEET AND NORTH 10.36 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S38°12'13"E 43.75 FEET; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT 57.34 FEET (CHORD BEARS: S32°43'40"E 57.25 FEET); THENCE S27°15'08"E 7.33 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT 29.39 FEET (CHORD BEARS: S41°17'02"E 29.09 FEET); THENCE S55°18'55"E 18.76 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 11.94 FEET (CHORD BEARS: S42°09'30"E 11.84 FEET); THENCE S29°00'06"E 8.79 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 6.55 FEET (CHORD BEARS: S47°45'53"E 6.43 FEET); THENCE S66°31'40"E 13.77 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 23.29 FEET (CHORD BEARS: S40°51'38"E 22.52 FEET); THENCE S15°11'36"E 101.73 FEET; THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 4.94 FEET (CHORD BEARS: S14°37'36"E 4.94 FEET); THENCE S70°30'00"W 16.08 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT 6.15 FEET (CHORD BEARS: N14°26'25"W 6.15 FEET); THENCE N15°11'36"W 101.73 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 8.96 FEET (CHORD BEARS: N40°51'38"W 8.66 FEET); THENCE N66°31'40"W 13.77 FEET; THENCE ALONG THE ARC OF A 26.00 FOOT RADIUS CURVE TO THE RIGHT 17.03 FEET (CHORD BEARS: N47°45'53"W 16.73 FEET); THENCE N29°00'06"W 8.79 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 4.59 FEET (CHORD BEARS: N42°09'30"W 4.55 FEET); THENCE N55°18'55"W 18.76 FEET; THENCE ALONG THE ARC OF A 76.00 FOOT RADIUS CURVE TO THE RIGHT 37.22 FEET (CHORD BEARS: N41°17'02"W 36.85 FEET); THENCE N27°15'08"W 7.33 FEET; THENCE ALONG THE ARC OF A 284.00 FOOT RADIUS CURVE TO THE LEFT 54.28 FEET (CHORD BEARS: N32°43'40"W 54.20 FEET); THENCE N38°12'13"W 43.75 FEET; THENCE N51°47'47"E 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.12 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to completely clean up and haul away and dispose of any rubbish, debris, sticks, trash, cement, large rocks, etc. which are removed during excavation, and shall cause the excavation to be left in a condition consistent with city plans.

3. City shall pay Owner \$8,200.00 for this agreement.

4. City shall provide adequate access to the owners property from existing access along SR-198, improvements to said access shall include: field fence along property with 2 sixteen foot "Powder River" type gates at locations identified by Owner, cleanup and removal of all debris, and any utility relocation if needed. Bridge location and trail alignment shall be built in such a way as to allow access to Owners property.

5. City shall construct a field fence along proposed easement. City shall construct 2 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide 1 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

6. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

7. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

8. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

9. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

10. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this 9 day of August, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor



ATTEST:

  
KENT R. CLARK, Recorder

DATED this 27<sup>th</sup> day of July, 2010.

  
MARK A. MCKELL

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between R & S SWENSON FARM, LLC (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

NOW THEREFORE, the parties mutually agree to the following terms and conditions:

1. Owner agrees to grant a public trails easement to City upon the terms and conditions set forth herein. The easement is described as follows:

BEGINNING AT A POINT WHICH LIES N89°15'06"E ALONG SECTION LINE 90.20 FEET AND SOUTH 1163.47 FEET FROM THE NORTH QUARTER CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THE ARC OF A 216.00 FOOT RADIUS CURVE TO THE RIGHT 66.83 FEET (CHORD BEARS: S61°59'32"E 66.57 FEET); THENCE S52°33'43"E 170.03 FEET; THENCE ALONG THE ARC OF A 308.00 FOOT RADIUS CURVE TO THE RIGHT 246.40 FEET (CHORD BEARS: S29°38'36"E 239.88 FEET); THENCE S06°43'30"E 76.83 FEET; THENCE ALONG THE ARC OF A 192.00 FOOT RADIUS CURVE TO THE LEFT 23.03 FEET (CHORD BEARS: S10°09'40"E 23.02 FEET); THENCE S13°35'51"E 191.50 FEET; THENCE ALONG THE ARC OF A 92.00 FOOT RADIUS CURVE TO THE LEFT 54.32 FEET (CHORD BEARS: S30°30'39"E 53.53 FEET); THENCE S47°25'27"E 62.66 FEET; THENCE ALONG THE ARC OF A 108.00 FOOT RADIUS CURVE TO THE RIGHT 9.03 FEET (CHORD BEARS: S45°01'41"E 9.03 FEET); THENCE S42°37'56"E 111.44 FEET; THENCE ALONG THE ARC OF A 67.00 FOOT RADIUS CURVE TO THE LEFT 44.48 FEET (CHORD BEARS: S61°39'07"E 43.67 FEET); THENCE S80°40'18"E 94.61 FEET; THENCE ALONG THE ARC OF A 92.00 FOOT RADIUS CURVE TO THE LEFT 19.55 FEET (CHORD BEARS: S86°45'35"E 19.51 FEET); THENCE N87°09'08"E 114.36 FEET; THENCE ALONG THE ARC OF A 208.00 FOOT RADIUS CURVE TO THE RIGHT 58.90 FEET (CHORD BEARS: S84°44'06"E 58.71 FEET); THENCE S19°17'16"W 13.16 FEET; THENCE S28°23'39"W 20.20 FEET; THENCE S31°12'00"E 16.41 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 91.05 FEET (CHORD BEARS: N85°47'54"W 90.27 FEET); THENCE S81°09'32"W 114.67 FEET; THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT 249.75 FEET (CHORD BEARS: N67°02'32"W 237.12 FEET); THENCE N35°14'36"W 83.56 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 19.24 FEET (CHORD BEARS: N32°29'14"W 19.24 FEET); THENCE N29°43'51"W 22.02 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 37.88 FEET (CHORD BEARS: N35°09'26"W 37.83 FEET); THENCE N40°35'00"W 23.19 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 113.75 FEET (CHORD BEARS: N24°17'24"W 112.22 FEET); THENCE N07°59'48"W 130.80 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 24.63 FEET (CHORD BEARS: N04°28'05"W 24.62 FEET); THENCE N00°56'23"W 68.25 FEET;

THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 183.30 FEET (CHORD BEARS: N27°11'45"W 176.95 FEET); THENCE N53°27'07"W 146.07 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 57.63 FEET (CHORD BEARS: N61°42'23"W 57.43 FEET); THENCE NORTH 56.39 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.81 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$63,350.00 for the easement.

<sup>RA</sup> 4. City shall construct a field fence, with a twist every four feet. City shall construct 3 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of sixteen foot panels. City shall also provide 2 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. The fence referred to in paragraph 4 will restrict Owner's ability to water cattle and/or other stock from the Spanish Fork River. Therefore, City has the option, if enough property owners request the same to justify the cost, to allow a city water line to be installed to provide water to the remainder parcel of Owner. If City so elects, Owner may have one residential culinary water hookup and one stock water hookup. No more than one of each kind of hook up will be allowed. The cost of the water line will be offset from the monetary sums to be paid to Owner, with any balance paid to Owner. If the election is made after payment, Owner shall pay its pro-rata share of the water line installation.

6. In the event a city water line is installed and if Owner elects to receive a residential culinary water hookup, Owner realizes that the size of the water line is insufficient to provide adequate fire flows and Owner cannot rely on that source of water as adequate to fight any fire. In the event of a fire, Owner agrees to indemnify and hold harmless City from any and all damages occurring thereby, whether to persons or property, and including the cost of defending any action, including attorneys and expert witness fees. Owner agrees to comply with all requirements of the local government entity having jurisdiction to issue a building permit. In addition, due to the location of the line and the fact that water at the end of a line tends to become stale, City cannot guarantee the quality of water being provided through the line.

7. In the event a water line is installed, for either stock watering or culinary use, City will meter the line and Owner shall be responsible to pay for the amount of water consumed, pursuant to the rates in place applicable to other users in Owner's circumstances. Owner understands that non-resident rates are considerably higher than resident rates and accepts the same by making connection to any installed water lines.

8. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

9. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

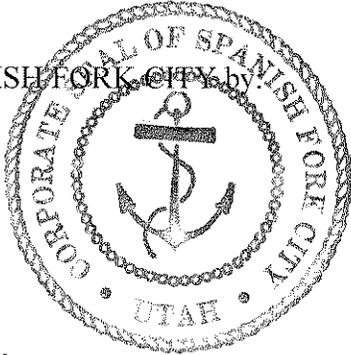
10. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

11. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

12. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

DATED this 3<sup>rd</sup> day of June, 2010.

SPANISH FORK CITY by

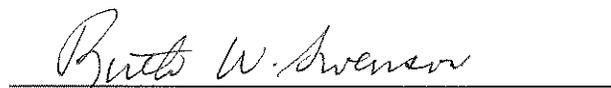


  
G. WAYNE ANDERSEN, Mayor

Attest:

  
KENT R. CLARK, Recorder

R & S SWENSON FARM, LLC by:

  
RUTH W. SWENSON, Manager

**SPANISH FORK RIVER TRAIL PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between SHERYL B. OLSON, Trustee of the SHERYL B. OLSON FAMILY TRUST (Owner) and SPANISH FORK CITY (City) for the purpose of constructing a trail through property owned by Owner.

WHEREAS, Owner is the owner of property in Spanish Fork, Utah; and

WHEREAS, City is desirous of obtaining an easement through property owned by Owner for the purpose of constructing and maintaining a trail system;

THEREFORE, the parties mutually agree to the following terms and conditions:

1. The easement is described as follows:

BEGINNING AT A POINT WHICH IS LOCATED EAST 90.20 FEET AND SOUTH 1163.47 FEET FROM THE NORTH QUARTER CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 56.39 FEET TO THE CENTERLINE OF SPANISH FORK RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING SIX COURSES AND DISTANCES; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 69.95 FEET (CHORD BEARS: N79°58'49"W 69.59 FEET); THENCE N88°18'23"W 154.84 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 91.42 FEET (CHORD BEARS: N76°00'58"W 90.63 FEET); THENCE N62°55'14"W 77.45 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 53.65 FEET (CHORD BEARS: N55°14'11"W 53.48 FEET); THENCE N47°33'09"W 43.60 FEET; THENCE N15°07'54"E 68.85 FEET; THENCE ALONG THE ARC OF A 825.00 FOOT RADIUS CURVE TO THE LEFT 372.63 FEET (CHORD BEARS: S69°47'17"E 369.47 FEET); THENCE S82°51'45"E 48.76 FEET; THENCE ALONG THE ARC OF A 216.00 FOOT RADIUS CURVE TO THE RIGHT 44.50 FEET (CHORD BEARS: S76°49'34"E 44.42 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 0.80 ACRES

2. City shall cause a trail to be constructed through the easement granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or other similar type of debris which is removed during excavation, and shall cause the excavation to be restored to a condition which existed prior to the excavation.

3. City shall pay Owner \$18,200.00 for this agreement.

4. City shall construct a field fence along proposed easement. City shall construct 2 gates. Gates shall be "Powder River" type double gates with a minimum of ten foot and a maximum of fourteen foot panels. City shall also provide 0 walk-through gate(s) at location(s) identified by Owner. It shall be City's obligation to maintain the fence, as well as the trail, when constructed. City will own and maintain all fences and gates constructed in relation to the trail system.

5. Owner shall have no obligation to remove trash from the easement. City shall be responsible to contract for trash removal, or do it itself.

6. The trail, when constructed, shall be for pedestrian and equestrian use. No motorized vehicles shall be allowed except for access use by Owner for agricultural purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail and easement. City will post signs indicating the restriction concerning motorized vehicles.

7. City agrees to indemnify and hold harmless Owner from any and all liability arising from the public's use of the trail or easement, including defending any court action. This indemnity shall not extend to the intentional or grossly negligent acts of Owner.

8. At the time of future development, City shall allow Owner, or their successor in interest, to claim the acreage included within the easement as part of the total acreage in calculating density for the development project.

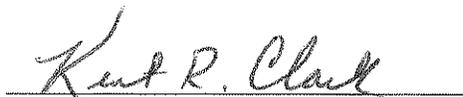
9. By granting the easement identified herein, Owner has made his land available for recreational purposes and thus, is entitled to the protections and limits of liability of the Utah Limitation of Landowner Liability - Public Recreation Act, Utah Code Ann. §57-14-1 et seq. (1953, as amended).

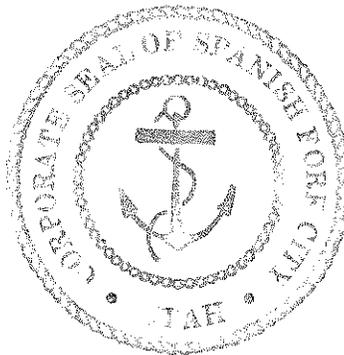
DATED this 5 day of MAY, 2010.

SPANISH FORK CITY by:

  
G. WAYNE ANDERSEN, Mayor

ATTEST:

  
KENT R. CLARK, Recorder



SHERYL B. OLSEN FAMILY TRUST

  
SHERYL B. OLSON, Trustee



# Memo

To: Mayor & City Council  
From: Richard Heap, Public Works Director  
Date: October 26, 2010  
Re: Storm Drain Masterplan Amendment 1

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## Staff Report

Bowen, Collins and Associates are currently master-planning the storm drain in the north areas of the city. City staff has been working on the masterplan for the rest of the city. We have almost completed all the survey for the rest of the city but will be unable to complete the basin delineations in time for the review of several proposed developments.

This amendment is to contract with Bowen, Collins and Associates to complete the basin delineations for the rest of the city except the far southeast portion of the city. We plan to do the delineations in this area so that we can have a more complete understanding of how the masterplan is developed. This will allow us to respond to the current development review needs as well as give staff the experience they need to maintain the masterplan once it is completed.

We recommend that the City Council approve Amendment 1 to the storm drain masterplan contract with Bowen, Collins and Associates for the amount of \$4,100 as proposed in the attached documents.

Attached: Draft Flood Damage Prevention Ordinance



**TASK ORDER No. 4**  
**City-wide Storm Drain Master Plan**

**Amendment #1**

City of Spanish Fork (OWNER)

Task Order No. 4 is hereby amended by the City of Spanish Fork (herein called OWNER) pursuant to the General Services Agreement between the OWNER and Bowen, Collins & Associates, Inc. (herein called ENGINEER) dated May 7, 2008.

**1. SERVICES**

Perform additional services not included in the original Task Order No. 4 as described below:

**Task 9 Delineate Drainage Basins**

The ENGINEER will perform the following tasks associated with delineating drainage basins:

- Delineate drainage basins and subbasins in association with developing a database of existing hydrologic characteristics for each subbasin. It is assumed that we will delineate up to 80 subbasins (not including the Northeast Bench area) in the study area. See Figure 1 for Study Area and current subbasin delineations.

It is our understanding that the ENGINEER will not provide field investigation services associated with the development of the drainage basins. Spanish Fork City will field verify subbasin delineations at not additional cost to the ENGINEER.

**2. COMPENSATION**

Time and expenses not to exceed \$4,100 without prior written approval.

Original Task Order Maximum Limit Not to Exceed	\$24,900
Amendment No. 1 Request Amount	<u>\$4,100</u>
Revised Task Order 4 Maximum Limit Not to Exceed	\$29,000

**3. SCHEDULE**

The work associated with preparing a draft report will be completed within 10 weeks of receiving a notice to proceed. The work associated with finalizing the report will be completed within 3 weeks of receiving City review comments on the draft report.

The parties have executed this Task Order effective this 14<sup>th</sup> day of October, 2010.

**OWNER**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ENGINEER**

By Craig R. Bagley  
Name Craig R. Bagley  
Title Vice President

## Attachment A

**Spanish Fork City  
Storm Drain Master Plan  
Engineering Fee Estimate**

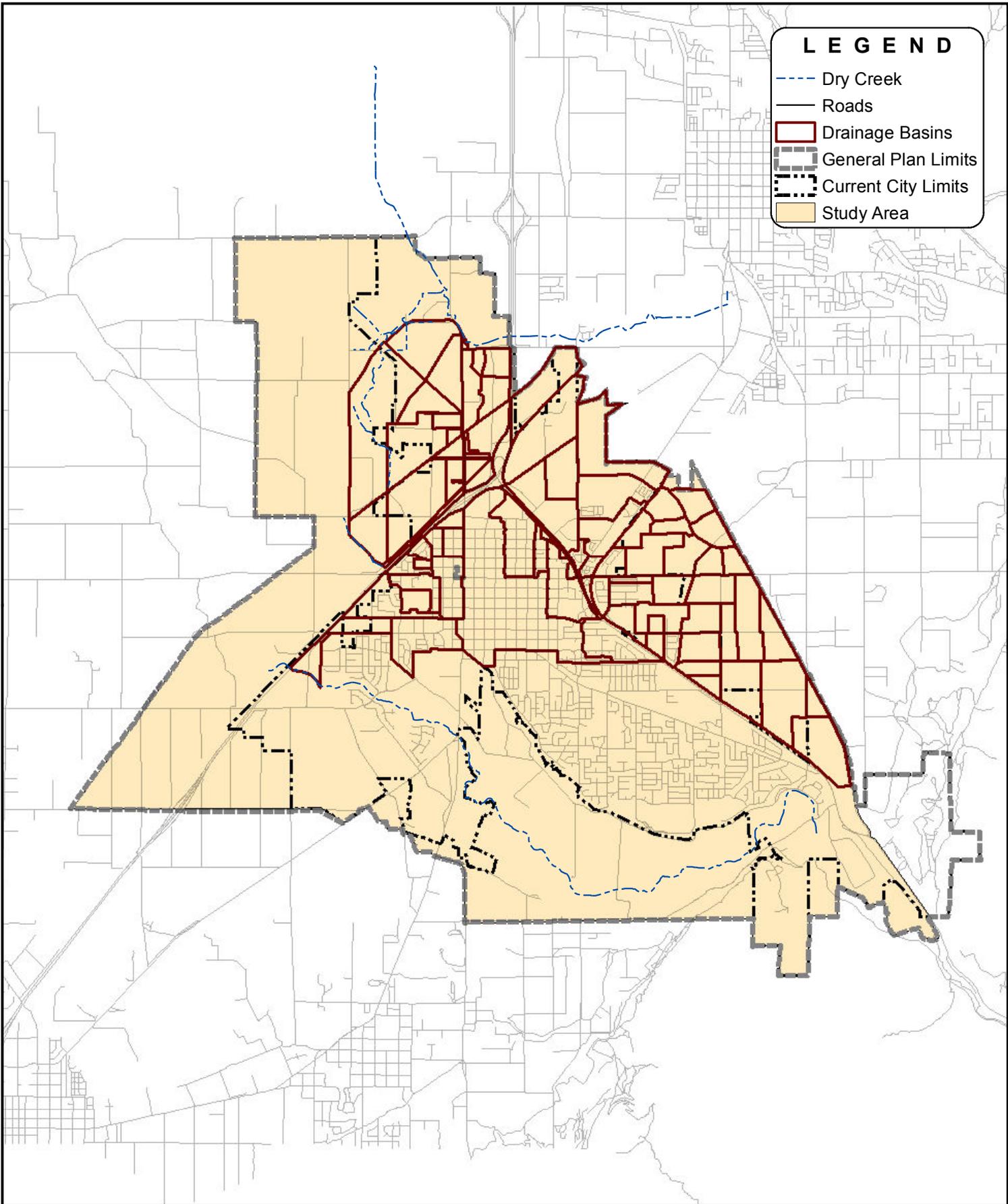
Bowen Collins & Associates, Inc.  
10/14/2010

		Office/Support		Engineers			Subtotal Hours	Subtotal Labor	Expenses	Total Cost
Labor Category		Office	Editor	Staff Eng.	Proj. Eng.	Proj. Mngr				
Staff		Dannelly	Hansen	Ballentine	Stayner	Bagley				
Labor Rate		\$60	\$60	\$80	\$85	\$135				
Task No.	Task Description									
9	Delineate Drainage Basins			30	10	4	44	\$3,790	\$310	<b>\$4,100</b>
	Amendment 1 Sub Total:									<b>\$4,100</b>
	Task 4 Contract Sub Total:									<b>\$24,900</b>
	Total Amendment 1 Contract Amount:									<b>\$29,000</b>

Expenses include:

- Mileage reimbursement at \$0.75/mile
- Computer/Communications Charge at \$6/labor hour
- 10% Markup on other project related expenses

Hourly rates are adjusted annually to reflect labor rated increases



**LEGEND**

- Dry Creek
- Roads
- Drainage Basins
- General Plan Limits
- Current City Limits
- Study Area



**Bowen Collins**  
 & Associates, Inc.  
 CONSULTING ENGINEERS

**STUDY AREA  
 AND SUBBASIN BOUNDARIES**

SPANISH FORK CITY  
**STORM DRAIN MASTER PLAN**

NORTH:



SCALE:  
 0      3,000      6,000  
 Feet

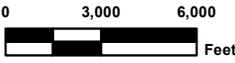


FIGURE NO.  
1



# Memo

**To:** Mayor & City Council  
**From:** Richard Heap, Public Works Director/City Engineer  
**Date:** October 29, 2010  
**Re:** Pressurized Irrigation System Model

---

## Staff Report

Hansen, Allen & Luce Inc. is currently working on the city water masterplan and model. They are also working with the city to apply for a conservation grant to fund a project that would allow us to run our water system more efficiently. This grant project would also have a significant impact on the efficiency of our pressurized irrigation system. In order to quantify the cost savings to our pressurized irrigation we need to update the pressurized irrigation model.

This proposal is for Hansen, Allen & Luce Inc. to update the pressurized irrigation model using the same computer modeling system used for our water model. It will also provide training to city staff necessary for us to maintain the pressurized irrigation model once completed. There is \$50,000 allocated in the current budget for this project and this will commit \$17,900 of that budget.

We have a need to begin the modeling process now to better help us get the water conservation grant. We therefore recommend that the city council approve this proposal to hire Hansen, Allen & Luce update our pressurized irrigation model.

Attached: Pressurized Irrigation System Model Proposal





SALT LAKE AREA OFFICE  
6771 SOUTH 900 EAST  
MIDVALE, UTAH 84047  
PHONE: (801) 566-5599  
FAX: (801) 566-5599  
www.hansenallenluce.com

Mr. Chris Thompson  
Assistant Public Works Director  
Spanish Fork City  
40 South Main Street  
Spanish Fork, Utah 84660

October 28, 2010

RE: Pressurized Irrigation Water System Model

Dear Mr. Thompson:

As requested we are providing a proposal for preparing a Pressurized Irrigation Water System Model. Hansen, Allen & Luce, Inc. (HAL) appreciates the opportunity we have had to work with Spanish Fork City on your water related projects. This proposal addresses our understanding of the services HAL will provide and proposed budget.

#### **UNDERSTANDING OF THE SERVICE HAL WILL PROVIDE**

It is our understanding that the City desires help preparing a Pressurized Irrigation Water System computer model. Over the past few years HAL has prepared dozens of hydraulic models and Pressurized Irrigation Water Master Plans for clients in the State of Utah. We understand the process, regulations, and computer models to give you the best possible product for your money. HAL has been working with the City on several water projects and has become familiar with the pressurized irrigation water system. We propose that we will provide Spanish Fork City with a complete Master Plan with a cutting edge water model.

Based upon this understanding, we propose the Scope for Services for completion of this project as described below. HAL can adjust the Scope of Services as desired to fit the needs of the City.

#### **SCOPE OF SERVICES**

The scope of services is organized into an input, activities, and output format. The input section describes information to be provided by others, or from previous work. The activities section describes the work to be performed by HAL. The output section describes the products to be delivered to City staff.

#### **TASK 1 - PROJECT START-UP**

**Objective:** Obtain and review pressurized irrigation water system data and information, review City staff goals for the project, and establish project management protocol

**Input:**

- Contracted project work plan
- City staff's goals for the project
- Prior studies and reports
- Pressurized Water system information and GIS data
- Existing system mapping
- Water use data
- A list of known problem areas and concerns within the water system
- Input from City staff

**Activities:**

- a. Meet with City staff for a project startup meeting to discuss project management protocol, schedule for key meetings, project goals, system criteria, and data needs.
- b. Gather prior studies, any existing modeling and mapping, GIS data, water use and system performance data, flow requirements and test data, system specifications and operation details.
- c. Review existing information and identify any additional data needs.
- d. Prepare system inventory and base mapping in GIS.
- e. Work with City personnel to obtain and prepare any additional data needs.
- f. Provide project management throughout the project.

**Output:**

- Project management protocol and master plan goals
- Water system data
- GIS system inventory mapping

**TASK 2 - System Users Analysis**

**Objective:** Determine the existing and future projected number of connections, Equivalent Residential Units (ERU), and water demand.

**Input:**

- Water use data
- Population and development projection data
- Input from City staff

**Activities:**

- a. Review water use and meter data to define an ERU and calculate the total number of existing ERUs.
- b. Determine any adjustments necessary to existing water use due to large water users.
- c. Calculate Average Day, Peak Day, and Peak Instantaneous system demand for existing and future projected conditions.

**Output:**

- Existing number of connections and ERUs
- Existing water system demand requirements

**TASK 3 - Computer Model Development**

**Objective:** Use the computer model to determine existing and future projected deficiencies in the water system.

**Input:**

- Output from previous tasks
- System facility, controls, and operation data
- Input from City staff

**Activities:**

- a. Develop water demands. Diurnal usage patterns for the City water system will be developed for minimum day, average day, and maximum day for use in the extended period model simulations. The GIS parcel layer will be used to distribute demand to node locations throughout the City. Large nonresidential water users will be located individually.
- b. Prepare a computer model that represents the existing condition of the City's pressurized irrigation water system. The model will include distribution pipes, transmission lines, tanks, PRVs, booster pumps, wells, water storage reservoirs, and control valves. A complete model of the water system is recommended rather than a skeletonized model. Elevations at nodes will be determined using the best available GIS data. After the existing model is calibrated, simulations for future projected conditions will be prepared.
- c. Calibrate the model using flow test data to compare existing water system response to the predicted model results. Water level within the tanks and pumping rates in the model will be compared to actual conditions. HAL will work with City staff to locate closed valves, identify actual pipe sizes, adjust elevations, and remedy all other inconsistencies until the model is refined to a calibrated level acceptable to the City.
- d. Run an existing system operations analysis using the model to identify existing issues in the water system.
- e. Identify existing water operation and distribution system issues and suggest solution alternatives to solve the identified issues.

**Output:**

- Computer hydraulic water model
- Existing and future projected water operation and distribution system issues with recommended solution alternatives

## **TASK 8 - WATER CONSERVATION, SYSTEM OPTIMIZATION AND DEFICIENCIES REVIEW**

**Objective:** Identify inefficiencies in the source, storage, transmission, and use of irrigation water in the system. Identify solutions to inefficiencies that will conserve water, energy, and quality.

**Input:**

- Output from previous tasks
- Industry standard water conservation and system optimization practices
- Currently water system operation and maintenance costs for the City
- Current fees and financial information
- Input from City staff

**Activities:**

- a. Use data from previous tasks to review deficiencies and inefficiencies in the system.
- b. Meet with City personnel to review issues and recommend alternative solutions based on industry standard water conservation and system optimization practices.

**Output:**

- Water Conservation and System Optimization Review

## **COST PROPOSAL**

Our proposal is based upon a "Not to Exceed" contract according to the "Fee Schedule and General Conditions" provided with the Agreement for completing the project. We would be happy to discuss with you our Scope of Work should you desire to include any modifications to better fit the needs and desires of The City.

Based on the Scope of Services and assumptions presented above, the estimated fee for completion of the project, as outlined in the attached budget spreadsheet, is **\$17,900**. The cost estimate is based upon information available to us at this time.

## **ASSUMPTIONS**

The following was assumed in the preparation of the cost proposal:

- Five meetings are assumed at City offices.
- It is assumed that the model will be prepared in EPANET.
- It is assumed that the City has recent water use data and will help in obtaining additional water use data for this study.
- It is assumed that HAL will help the City conduct 10 flow tests for calibration of the computer model.

Mr. Chris Thompson  
October 28, 2010  
Page 5

- It is assumed that the City has water system facility information and surveying by HAL will not be required.

We wish to again thank you for your consideration of our firm to complete this work on your behalf. We invite you to call if you have any questions related to scope of services or level of services outlined above.

Sincerely:

**HANSEN, ALLEN & LUCE, INC.**



Steven Jones, M.S., P.E.  
Associate

**CLIENT: SPANISH FORK CITY  
PROJECT: PRESSURIZED IRRIGATION SYSTEM MODEL**

Task Number	Task Activity	Hours										Total HAL Cost with Contingency & Rate Inc.	
		Principal in Charge	Senior Professional	Staff Engineer	Office	Total Hours	Labor Cost	Computer Time	Miles Travel	Direct Expense	Expense Cost		
<b>1 PROJECT START UP</b>													
a	Hold meeting with City personnel to discuss project goals, system criteria, and data needs					2	\$ 226.00	2	75			\$ 78.75	\$ 335.23 Meeting
b	Gather prior studies, existing models, growth, GIS, water use, flow tests, and system data	2		1		3	\$ 309.00	2				\$ 30.00	\$ 372.90
c	Review existing data and determine any additional data needs	1		4		5	\$ 445.00	2				\$ 30.00	\$ 522.50
d	Prepare system inventory and base mapping in GIS			8		8	\$ 664.00	4				\$ 60.00	\$ 784.00
e	Obtain and prepare additional data needs			8		8	\$ 664.00	4				\$ 60.00	\$ 784.00
f	Project management	0.5		4		4.5	\$ 531.50	1				\$ 15.00	\$ 601.15
	Quality Control (QC)			1		2	\$ 196.00					\$ 0.00	\$ 215.60
	Quality Assurance (QA)			1		0.5	\$ 79.50					\$ 0.00	\$ 87.45
	<b>SUBTOTAL HOURS/SAUNITS:</b>	10		22		33	\$ 3,115.00	15	75	0		\$ 273.75	\$ 3,727.63 Subconsultant Costs w/Sub Contingency
	<b>SUBTOTAL:</b>						\$ 1,130.00					\$ 48.75	\$ 0.00
<b>2 SYSTEM USERS ANALYSIS</b>													
a	Review water use records to define an ERU and calculate the total number of existing ERUs	1		6		7	\$ 611.00	2				\$ 30.00	\$ 705.10
b	Determine any adjustments necessary to existing water use due to large water users	1		3		4	\$ 362.00	1				\$ 15.00	\$ 414.70
c	Determine Average Day, Peak Day, and Peak Instantaneous demand for existing and future conditions	1		4		5	\$ 445.00	2				\$ 15.00	\$ 140.80
d	Quality Control (QC)			1		1	\$ 113.00	1				\$ 0.00	\$ 87.45
	Quality Assurance (QA)	0.5				0.5	\$ 79.50					\$ 0.00	\$ 87.45
	<b>SUBTOTAL HOURS/SAUNITS:</b>	4		13		17.5	\$ 1,610.50	6	0	0		\$ 60.00	\$ 1,348.05 Subconsultant Costs w/Sub Contingency
	<b>SUBTOTAL:</b>						\$ 79.50					\$ 0.00	\$ 0.00
<b>3 MODEL PREPARATION</b>													
a	Develop water demands	2		8		10	\$ 890.00	8				\$ 120.00	\$ 1,111.00
b	Prepare extended period water model	8		40		48	\$ 4,224.00	20				\$ 300.00	\$ 4,976.40
c	Calibrate water model	8		4		12	\$ 1,236.00	6	75			\$ 138.75	\$ 1,512.23 10 Assume flow tests
d	Run existing system operations analysis	4		2		6	\$ 618.00	4				\$ 60.00	\$ 745.80
e	Determine water distribution system issues	8		4		12	\$ 1,236.00	4				\$ 60.00	\$ 1,425.80
	Quality Control (QC)			2		3	\$ 279.00					\$ 0.00	\$ 308.90
	Quality Assurance (QA)	1		2		1	\$ 159.00					\$ 0.00	\$ 174.90
	<b>SUBTOTAL HOURS/SAUNITS:</b>	31		60		92	\$ 8,642.00	42	75	0		\$ 678.75	\$ 10,252.83 Subconsultant Costs w/Sub Contingency
	<b>SUBTOTAL:</b>						\$ 159.00					\$ 0.00	\$ 0.00
<b>4 WATER CONSERVATION, SYSTEM OPTIMIZATION, AND DEFICIENCY SOLUTION REVIEW</b>													
a	Review deficiencies and inefficiencies in the system	8		2		10	\$ 1,070.00	4				\$ 60.00	\$ 1,243.00
a	Meet with City personnel to discuss conservation and optimization	4		1		5	\$ 535.00	2	75			\$ 78.75	\$ 675.13 Workshop meeting
	Quality Control (QC)			0.5		0.5	\$ 58.50					\$ 0.00	\$ 62.15
	Quality Assurance (QA)	0.5				0.5	\$ 79.50					\$ 0.00	\$ 87.45
	<b>SUBTOTAL HOURS/SAUNITS:</b>	12.5		3		16	\$ 1,741.00	6	75	0		\$ 138.75	\$ 2,067.73 Subconsultant Costs w/Sub Contingency
	<b>SUBTOTAL:</b>						\$ 79.50					\$ 0.00	\$ 0.00

TASK	Labor Costs	Direct Costs	Subtotal w/contingency
1 PROJECT START UP	\$ 3,115.00	\$ 273.75	\$ 3,727.63
2 SYSTEM USERS ANALYSIS	\$ 1,610.50	\$ 60.00	\$ 1,837.55
3 MODEL PREPARATION	\$ 8,642.00	\$ 678.75	\$ 10,252.83
4 WATER CONSERVATION, SYSTEM OPTIMIZATION, AND DEFICIENCY SOLUTION REVIEW	\$ 1,741.00	\$ 138.75	\$ 2,067.73
<b>TOTAL</b>	<b>\$ 15,108.50</b>	<b>\$ 1,151.25</b>	<b>\$ 17,886.73</b>

Prepared by SCJ Review by 10/28/2009



# ORDINANCE NO. 21-10

## ROLL CALL

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

I MOVE this ordinance be adopted: \_\_\_\_\_

I SECOND the foregoing motion \_\_\_\_\_

## ORDINANCE No. 21-10

### AN ORDINANCE ESTABLISHING PROCEDURES FOR THE FIRE DEPARTMENT RESPONSE TO NON-FIRES

WHEREAS, Spanish Fork City maintains, within the Public Safety Department, an Ambulance Service and a Fire Service; and

WHEREAS, with the advancement of techniques and the refinement of procedures, it has become necessary to outline response procedures for the fire apparatus in non-fire situations; and

WHEREAS, the City maintains a rescue truck and extrication equipment as part of the fire department, but which provides a valuable service in extricating injured parties

from accident sites in which no fire is involved; and

WHEREAS, Spanish Fork City has incurred substantial costs in obtaining and maintaining a rescue truck and extrication equipment for which it is entitled to reimbursement when that equipment responds to accidents;

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

I.

Spanish Fork City Municipal Code §8.28.060 Non-Fire Responses is hereby created as follows:

**8.28.060** Non-Fire Responses

- A. The rescue truck and extrication equipment will always respond with an ambulance call to any accident scene involving automobiles, motor vehicles, and/or trains.
- B. Fire apparatus, in addition to the rescue truck and extrication equipment, will respond to accidents when requested by Dispatch or the officer in charge at the scene.
- C. The party receiving the service of the ambulance, rescue truck and extrication equipment, or fire apparatus will be billed for each apparatus (ambulance, rescue truck, fire) which responds.

II.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH  
FORK, UTAH, this 2nd day of November, 2010.

---

G. WAYNE ANDERSEN, Mayor

Attest:

---

KENT R. CLARK, City Recorder



# ANNEXATION

## REPORT TO THE CITY COUNCIL EAST MAPLE ANNEXATION ACCEPTANCE

**Agenda Date:** November 2, 2010.

**Staff Contacts:** Dave Anderson, Community Development Director.

**Reviewed By:** Development Review Committee.

**Request:** Keith Gordon has applied to have some 36 acres annexed into Spanish Fork City.

**Zoning:** R-1-12 proposed.

**General Plan:** Residential 1.5 to 2.5 units per acre.

**Project Size:** 36.47 acres.

**Number of lots:** Not applicable.

**Location:** 2550 East 100 South.

### Background Discussion

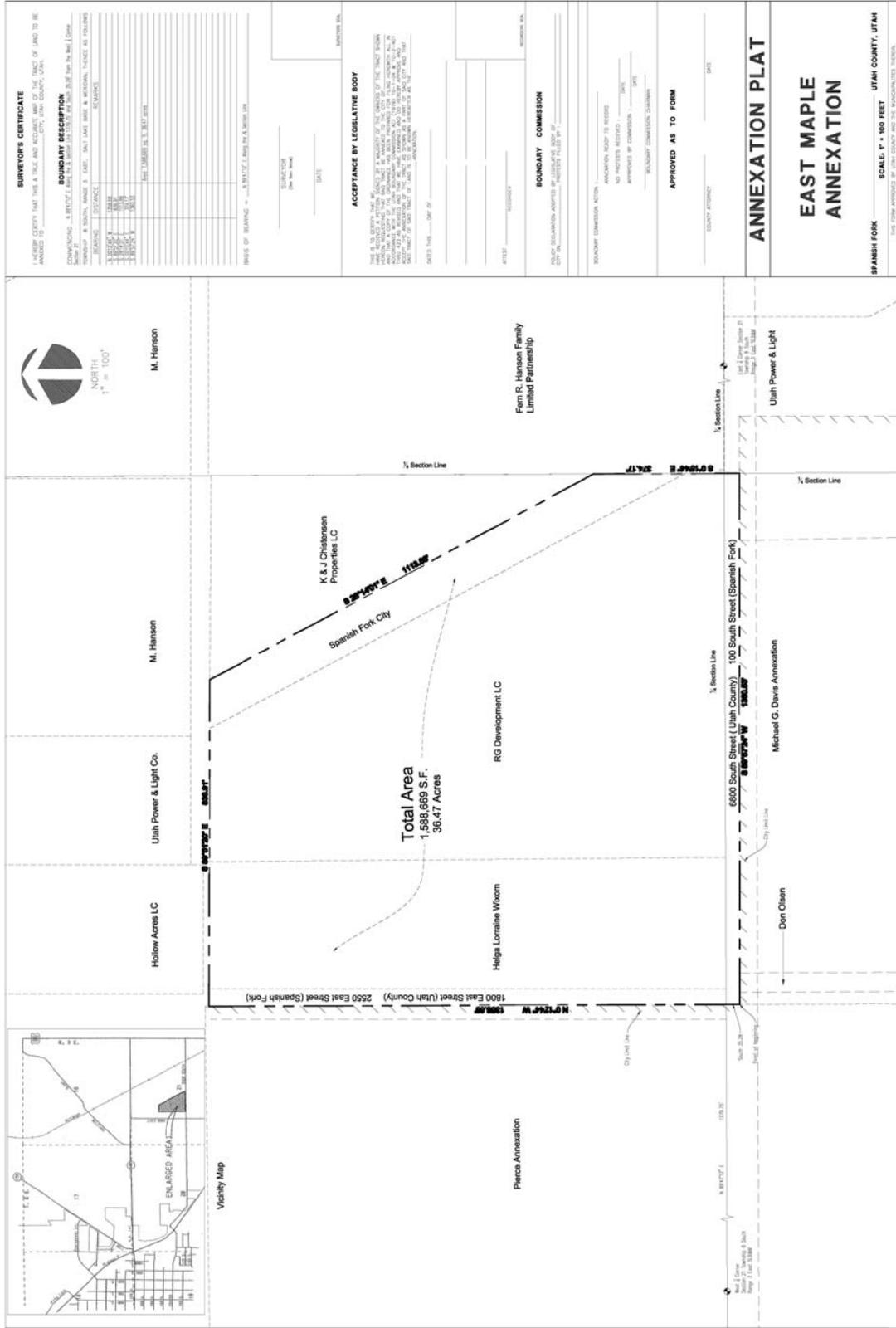
This proposed annexation involves approximately 36 acres that are located immediately east of the Maple Mountain High School.

The request that is before the City Council at this time involves accepting the proposed Annexation for further study. Accepting the Annexation for further study does not bind the City to ultimately approve the Annexation. However, accepting the Annexation for further study does permit the City to initiate the subsequent Annexation procedures and is a requisite step that must be fulfilled prior to Annexation.

### Recommendation

Staff recommends that the proposed East Maple Annexation be accepted for further study.





**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO

**BOUNDARY DESCRIPTION**  
 COMMENCING AT A POINT OF BEGINNING IN THE CENTER OF THE CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 3 EAST, TENTH EAST MERIDIAN, THENCE AS FOLLOWS:

ORDER	BEARING	DISTANCE	REMARKS
1	N 89° 00' 00" W	1113.20'	TO THE CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 3 EAST, TENTH EAST MERIDIAN.
2	S 89° 00' 00" E	1113.20'	TO THE CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 3 EAST, TENTH EAST MERIDIAN.
3	S 00° 00' 00" E	1113.20'	TO THE CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 3 EAST, TENTH EAST MERIDIAN.
4	N 00° 00' 00" W	1113.20'	TO THE CORNER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 3 EAST, TENTH EAST MERIDIAN.

DATE OF BEARING: 08/12/2014  
 SURVEYOR: JAMES L. SMITH, L.S. 5088, UTAH

**ACCEPTANCE BY LEGISLATIVE BODY**  
 THIS IS TO CERTIFY THAT THE CITY OF SPANISH FORK HAS REVIEWED AND APPROVED THIS MAP AND THE BOUNDARY DESCRIPTION HEREON, AND THAT THE CITY OF SPANISH FORK HAS ADOPTED THIS MAP AND THE BOUNDARY DESCRIPTION HEREON AS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO THE CITY OF SPANISH FORK, UTAH.

**BOUNDARY COMMISSION**  
 POLY-COMMISSION APPROVED BY LEGISLATIVE BODY OF CITY OF SPANISH FORK, UTAH, RECEIVED FILED BY:

**APPROVED AS TO FORM**  
 COUNTY RECORDER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ANNEXATION PLAT**  
**EAST MAPLE ANNEXATION**

SPANISH FORK SCALE: 1" = 100 FEET UTAH COUNTY, UTAH



# EAST MAPLE ANNEXATION

1" = 600 FEET

## LEGEND

- East Maple Annexation
- Legacy Farms Annexation
- Spanish Fork City Limits

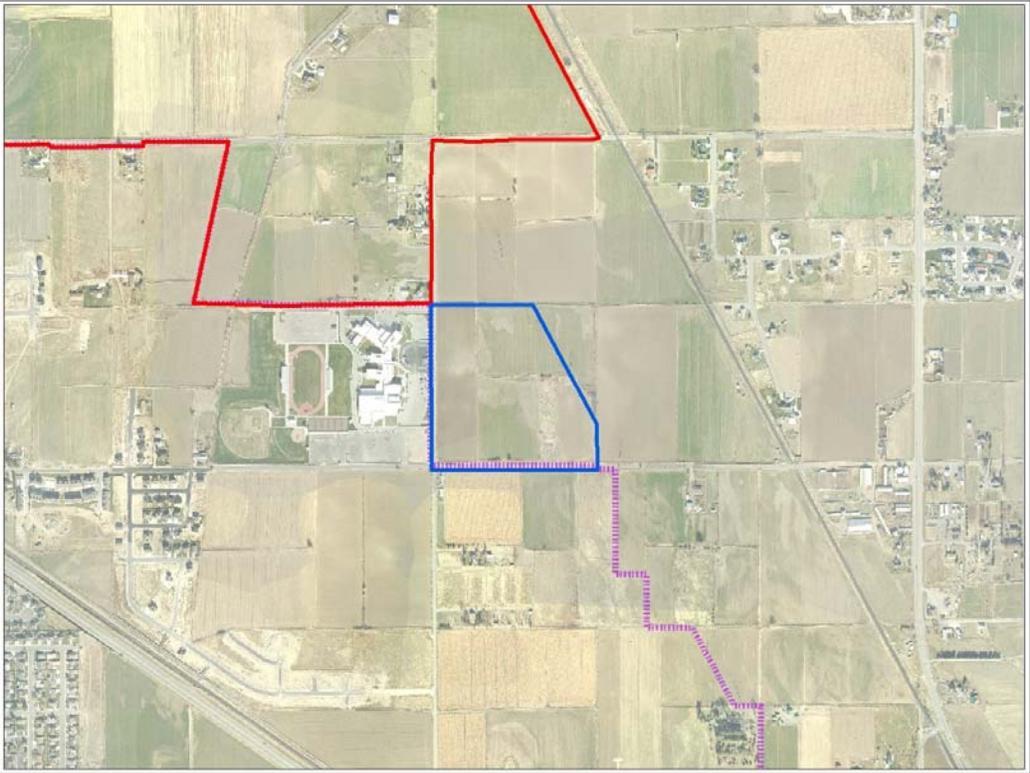
10/28/2010



### GEOGRAPHIC INFORMATION SYSTEMS

SPANISH FORK CITY GIS  
40 SOUTH MAIN STREET  
SPANISH FORK, UT 84643  
GIS PHONE NUMBERS  
(801) 804-4571 (ADMINISTRATIVE)  
(801) 804-4570 (ENTERPRISE)

DISCLAIMER: SPANISH FORK CITY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR UNBIASEDNESS OF THIS MAP. SPANISH FORK CITY ASSUMES NO LIABILITY FOR ERRORS, OMISSIONS, OR DELAYS IN CONNECTION WITH THE USE OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMISSIONS FROM THE APPROPRIATE AGENCIES FOR ANY USE, BUT MAY NOT BE HELD RESPONSIBLE FOR THE SAME.





## Staff Report to City Council

<b>Agenda Date:</b>	October 27, 2010
<b>Staff Contacts:</b>	Bart Morrill
<b>Reviewed By:</b>	Dale Robinson
<b>Subject:</b>	North Park Playground Shade Structure

### **Background Discussion:**

We have gone through the RFP process for the playground shade structure at North Park and ran it through Bidsync. We received four proposals. One was from Garrett & Company who happened to be the lowest priced, but when we asked for additional information they realized they couldn't provide the product at the cost they originally indicated. This project has been substantially delayed as a result of waiting on this vendor. The other three proposals are as follows:

Wicked Shade - \$80,867.89

RASCO Construction Company - \$80,500.00

Sonntag Recreation - \$76,102.00

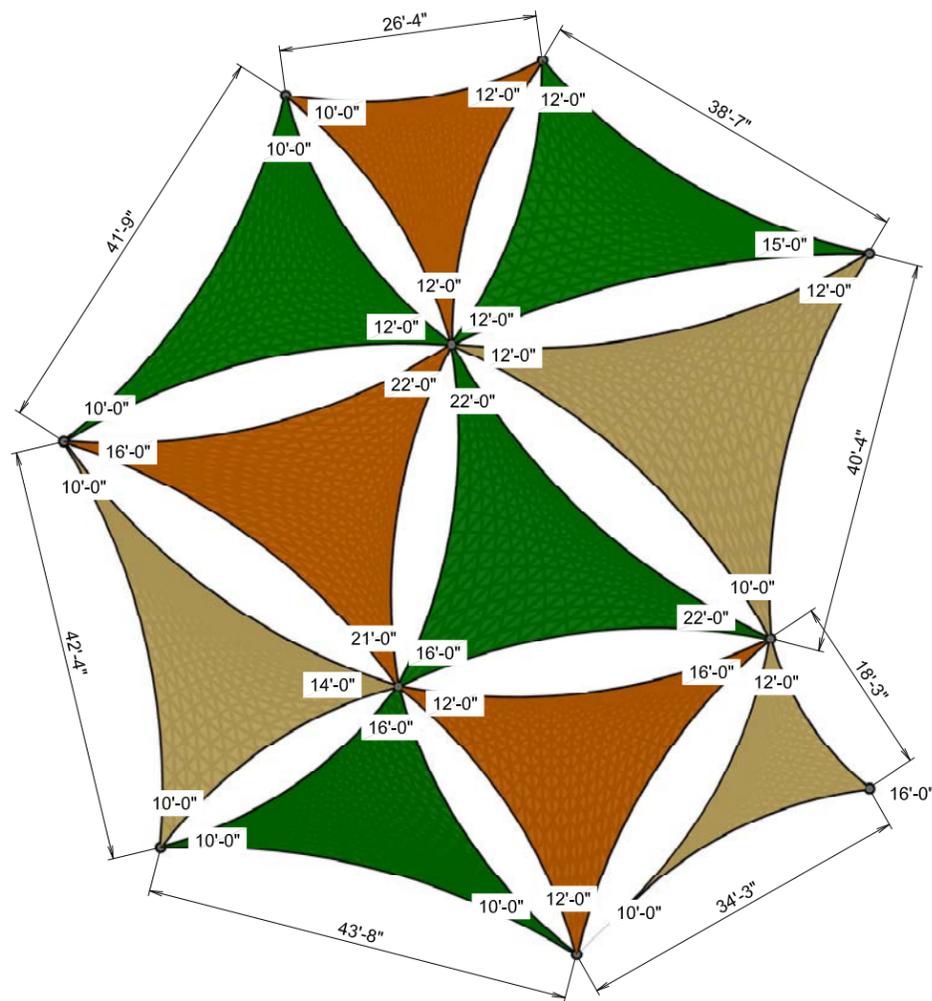
So that you have a point of reference, the original estimate on the entire playground was \$250,000. The play apparatus cost \$169,500 and the soft fall material was approximately \$22,000. With the shade structure the entire playground will end up being \$267,602. This structure will provide much needed shade for children in the hot summer months and keep the play equipment from getting too hot. It will also provide shade at certain times of the day for parents who are watching. This structure was also intended to provide some color in the overall design of the park.

### **Recommendation:**

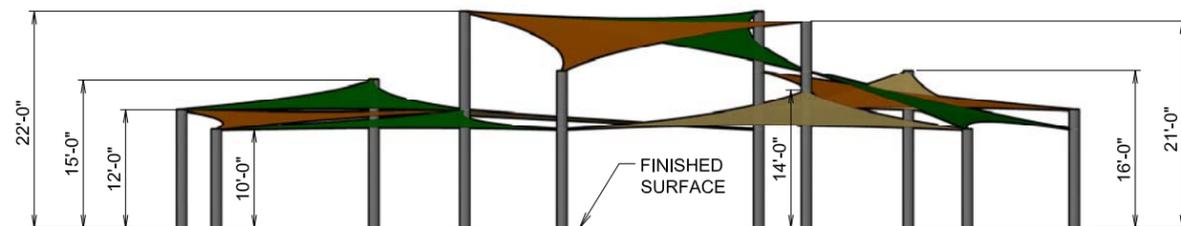
Staff recommends approving the proposal from Sonntag Recreation. Not only are they the least expensive, but they are providing significantly more coverage area with their product than either of the other proposals.

### **Attachments:**

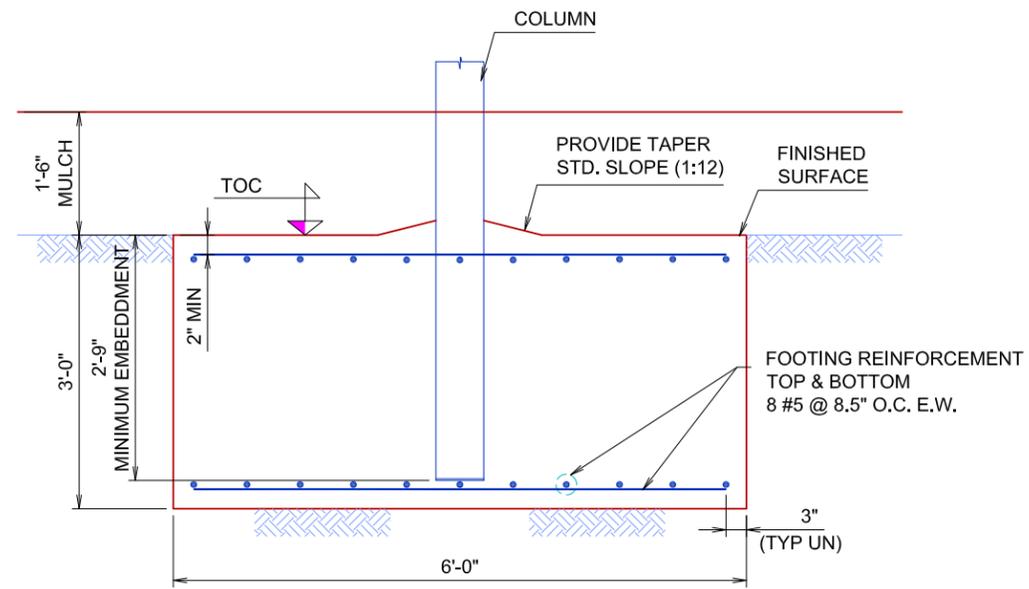
I have attached an electronic version of the structure.



PLAN VIEW



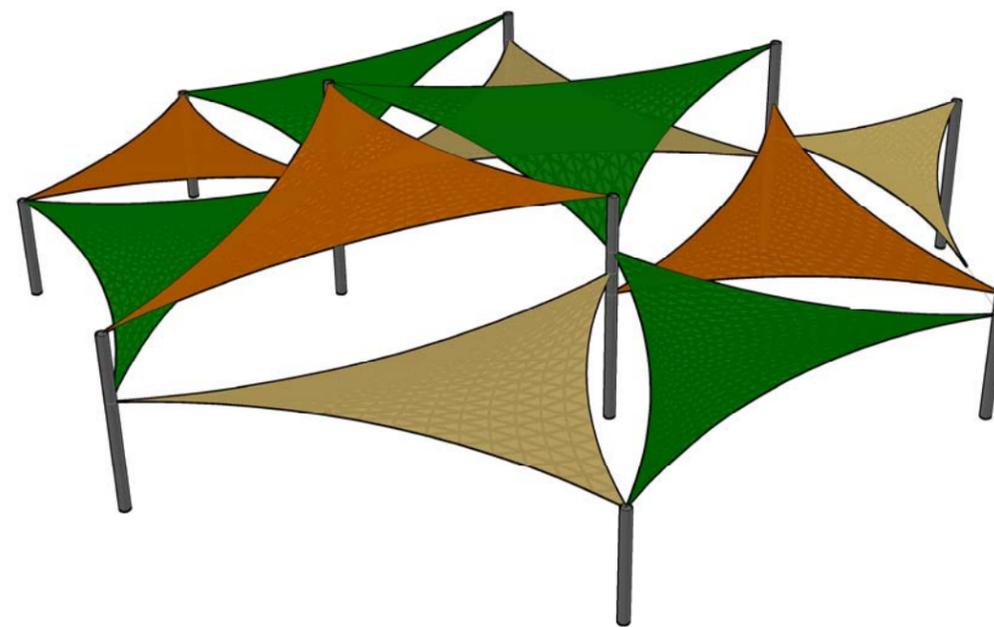
SIDE ELEVATION



SPREAD FOOTING

PRELIMINARY ONLY  
(SCHEMATIC VIEW ONLY)

NOTE: VALUES MAY CHANGE ONCE FULL ENGINEERING IS PERFORMED



PERSPECTIVE VIEW

CUSTOMER:

**SONNTAG ASSOCIATES**

PROJECT NAME:

**NORTHPARK**

LOCATION:

**SALT LAKE CITY, UT**

STRUCTURE TYPE:

**TENSION SAILS**

SIZE:

**VARIES**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES, INC. AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

**CORPORATE HEADQUARTERS**  
8505-A CHANCELLOR ROW  
DALLAS, TX 75247  
800-966-5005

**WEST COAST HEADQUARTERS**  
300 KALAMUS DR.  
COSTA MESA, CA 92626  
800-507-4233

**REGIONAL OFFICES**  
PALMDALE, CA  
NEW JERSEY  
ARIZONA  
NEVADA  
HOUSTON - AUSTIN



CERTIFICATIONS:

IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG

Drawn By :	AP	10/21/10
Checked By :	FPRE	10/21/10
Approved By :	FPRE	10/21/10

DRAWING DESCRIPTION:  
**VIEWS**

DWG. **CON-OCT-001-10**

PAGE **1000**

REV. **A**



# Memo

To: Mayor and City Council  
From: Richard Heap, Public Works Director  
Date: October 27, 2010  
Re: LED Main Street Lighting, Federal Energy Grant

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The Energy Department has been involved in the Federal Energy Grant that has been awarded to the city. We have been allocated \$86,000.00 of the funds. We are intending to replace the street lighting on Main Street from Arrowhead Trail to 1400 North. This will total 105 high pressure sodium light fixtures.

On October 1<sup>st</sup>, 2010 we went to bid with this project with a bid closing of October 12<sup>th</sup>, 2010. We received bid packets back from 5 different vendors. At that time the bids were evaluated to see how each one complied with the specifications given out in the bid.

The lowest bid was for \$60,180.75 from Commercial Lighting. They could provide us with only 31 of the lights due to the fact that they only offer 120 volt lighting. The remaining 74 street light heads would be 480 volt and therefore did not comply with our specifications.

The next bidder was Codale Electric. They offered 4 different options. The first option was Cooper lighting and was the highest of their options at \$100,456.00. The second option was from LeoTek. Their bid amount was \$61,790.31. They were not able to comply because their manufacturing facility is not ISO-9001 compliant and even though they had started the process to become certified could not give a time frame that it would be completed in. The third option was from Holophane lighting. Their cost for the 72 LED heads was \$66,672.45. They were the first bid to fully meet specification and be under the budget amount. Holophane also offered a 120 LED head for a bid amount of \$86,374.05. Even though this met specification this option was over budget. The fourth option was through Lighting Science. This was the same brand as was submitted by Commercial Lighting for \$62,790.00 and

had the same concerns.

The other bids we received were all over budget.

As per the results of the bids the Energy Department recommends that Codale Electric be awarded the bid using option 3, Holophane Lighting 72 LED street light head in the amount of \$66,672.45. With the councils permission the Energy Department would like to order more street light heads from Holophane using the remaining funds and install street light heads further north on main street and on center street.