



## 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 15, 2011**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation

#### 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 #15-11 Vacating 800 West Street from approximately 3000 North to approximately 3500 North](#)

#### 5. CONSENT ITEMS:

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

- a. \* [Minutes of Spanish Fork City Council Meeting – November 1, 2011](#)
- b. \* [Lynn Swenson Farm Lease Agreement](#)
- c. \* [Williams Farms Lease Agreement](#)
- d. \* [Crab Creek Trunkline Mapleton Lateral Crossing, Easement Encroachment Agreement Ratification](#)
- e. \* [Crab Creek Trunkline, Easement Encroachment and License Agreement Ratification](#)
- f. \* [Easement Agreement with Staker Parson Companies](#)
- g. \* [Wetland Mitigation Agreement with Jerry Grover](#)
- h. \* [Hangar Ground Lease Increase](#)

#### 6. NEW BUSINESS:

- a. Canvass of Election

#### 7. CLOSED SESSION:

- a. Legal
- b. Property Sale/Purchase/Lease

### 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. 15-11

## ROLL CALL

VOTING	YES	NO
<b>G. WAYNE ANDERSEN</b> <i>Mayor (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: Council member

I SECOND the foregoing motion: Council member

## ORDINANCE 15 -11

### ORDINANCE VACATING 800 WEST STREET FROM APPROXIMATELY 3000 NORTH TO APPROXIMATELY 3500 NORTH

WHEREAS, 800 North Street runs north and south on the west end of the Spanish Fork/Springville Airport; and

WHEREAS, the airport runway needs to be expanded to accommodate the needs of larger aircraft and assist the growth of the regional economy; and

WHEREAS, a public hearing to vacate a street was held on Tuesday, the 6<sup>th</sup> day of December, 2011, 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

street in order to extend the airport runway;

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

I.

The portion of 800 West Street located between approximately 3000 North and 3500 North, and more particularly described as follows:

CONTAINING: \_\_\_\_\_ ACRES

is hereby vacated.

II.

In order to extend the airport runway at the Spanish Fork/Springville Airport, the parcel is to be conveyed to Spanish Fork City and Springville City.

III.

The mayor of Spanish Fork is authorized to convey to Spanish Fork City and Springville City the property vacated by this ordinance.

DATED this 6th day of December, 2011.

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

Attest:

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

Tentative Minutes  
Spanish Fork City Council Meeting  
November 1, 2011

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

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

Citizens Present: Aaron Stern, Morgan Smith, Ammy Trujillo, Kira Burton, Shandee Jackson, Angie Jackson, Jaxson Olsen, Tara Silver, Ashley Silver, Angela Nuila, Brandi Adams, Austin Vincent, Shea Haskell, Mike Neilson, Carolyn Sorensen, Allutina Nuila, Silvia Nuila, Daniela Nuila, Cary Robarge, Cary Hanks, Amber Mendenhall, Mike Mendenhall, Jesse Dix, Nate Cook, Benjamin K. Winkler, Druis ?.

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

Mayor Andersen called the meeting to order at 6:00 p.m.

Jaxson Olsen led in the pledge of allegiance.

Councilman Davis welcomed the 2011-2012 Youth City Council. Councilman Davis turned the time over to the Youth City Council Mayor Morgan Smith.

Morgan Smith introduced the council and chairmen.

Mayor Andersen swore in the Youth City Council.

Carolyn Sorensen & Benjamin Winkler with the Nebo Philharmonic invited citizens to their concert "Lest We Forget" on November 11, 2011 at the National Guard Armory.

**PUBLIC COMMENTS:**

Cary Hanks & Cary Robarge with the Spanish Fork Salem Area Chamber of Commerce thanked everyone who attended the Trick or Treat on Main Street. They also thanked the police for their assistance. The Scarecrow winner went to "puppy love" submitted by South County Animal Shelter. They invited the public to the Winter Lights Parade that will be November 25<sup>th</sup>, anyone is welcome to enter a float into the parade.

**COUNCIL COMMENTS:**

Councilman Nielson reminded the citizens to get out and vote next week on Tuesday, November 8th.

Councilman Davis spoke of how great the Youth City Council has turned out. Councilman Davis thanked the City Staff for their hard work in cleaning the gutters of all the leaves. He also reminded the citizens to get out and vote.

49 Councilman Leifson thanked the City workers for their quick actions today and taking care of the  
50 situation at Park School. The SUVPS board announced that the Crab Creek substation is up and  
51 running. On November 10<sup>th</sup> they would like the City Officials to come for a tour of the substation  
52 at 4:00pm.

53

54 Councilman Scoubes said at the Solid Waste meeting they are looking at adjusting their hours  
55 based on the weather. Councilman Scoubes encouraged the public to attend the Nebo  
56 Philharmonic event.

57

## 58 SPANISH FORK 101: Chris Thompson – Utility Master Plans

59

### 60 CONSENT ITEMS:

- 61 a. Minutes of Spanish Fork City Council Meeting – October 18, 2011
- 62 b. Mountain Land Collections, Inc. Contract
- 63 c. Easement Agreement with Perry Enterprises Ltd
- 64 d. Easement Agreement with Strawberry Water Users Association

65

66 Councilman Leifson made a **motion** to **approve** the consent items.

67 Councilman Dart **seconded** and the motion **passed** all in favor.

68

### 69 NEW BUSINESS:

#### 70 Proposed modifications to the Legacy Farms CC&R's and Design Guidelines (Table from October 18, 71 2011)

72 Councilman Davis said he and Councilman Leifson looked at the rustic design material for the  
73 fencing and they agree with the change.

74

75 Mayor Andersen also agreed.

76

77 Councilman Leifson made a **motion** to **approve** the proposed modifications to the Legacy Farms  
78 CC&R's and Design Guidelines.

79 Councilman Davis **seconded** and the motion **passed** all in favor.

80

#### 81 Legacy Farms Water Lease Back Agreement

82 Junior Baker said Legacy Farms of Spanish Fork project has a lot of Strawberry Water. This  
83 project is estimated to take 18 – 20 years to build out. Legacy Farms dedicated the water in the  
84 development to the City. This agreement leases the water back to Legacy Farms to continue to  
85 farm until it is developed. Then as each plat comes in for approval then the City will take the  
86 water back.

87

88 Councilman Davis made a **motion** to **approve** the Legacy Farms Water Lease Back Agreement.

89 Councilman Nielson **seconded** and the motion **passed** all in favor.

90

#### 91 Economic Development Agreement with Tenedor

92 Junior Baker said Tenedor is the developer of the North Park area project. Tenedor is courting a  
93 large retailer and staff recommends approval of this contract that the City prepare a bid for fill  
94 and get the land ready to build.

95

96 Councilman Nielson made a **motion** to **approve** the Economic Development Agreement with  
97 Tenedor.

98 Councilman Scoubes **seconded** and the motion **passed** all in favor.

99

100 **Proposed contract for TischlerBise, Inc. to provide Impact Fee Facilities Plans and Impact Fee**  
101 **Analysis for culinary water, sanitary sewer, storm drain and pressurized irrigation.**

102 Dave Anderson said this is a contract that was presented a couple of years ago and it is time to  
103 do it again. This will give the City information to update the impact fees.

104

105 Councilman Dart made a **motion** to **approve** the proposed contract for TischlerBise, Inc. to  
106 provide Impact Fee Facilities Plans and Impact Fee Analysis for culinary water, sanitary sewer,  
107 storm drain and pressurized irrigation for the amount of \$42,320.00.

108 Councilman Davis **seconded** and the motion **passed** all in favor.

109

#### 110 **North Park Fill Contract**

111 Chris Thompson said the City will need to prepare the ground for construction at North Park.  
112 Staff recommends approval of the bid to lowest bidder, which was Sunroc in the amount of  
113 \$872,540.00.

114

115 Councilman Leifson made a **motion** to **approve** the North Park Fill Contract.

116 Councilman Dart **seconded** and the motion **passed** all in favor.

117

118 Councilman Davis made a **motion** to adjourn to Closed Session to discuss Legal.

119 Councilman Scoubes **seconded** and the motion **passed** all in favor at 7:18 pm.

120

121 **ADJOURN**

122

123 **ADOPTED:**

124

---

Angie Warner, Deputy Recorder



## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 9 November 2011  
Re: Farm Leases

On the City Council agenda, for November 15, are two lease agreements. One is with Williams Farms and leases the property we purchased on the west side of the city for a future substation and fire station to Jared Williams. This is for the amount of \$645.00 per year, plus the greenbelt taxes and consists of just over 9 acres. The other one is with Lynn Swenson for the property we recently purchased in the River Bottoms. This is for the amount of \$2400.00 per year, plus the greenbelt taxes and consists of 40 acres.

These are in the standard form and thus, appear on the consent agenda.



## FARM LEASE

In consideration of the mutual undertakings of the parties hereto, Spanish Fork City, a Utah Municipal Corporation, (**Landlord**), hereafter, does hereby lease unto Lynn Swenson, (**Tenant**), the following described real property for agricultural and related purposes, located in Utah County, State of Utah, and more particularly described as follows:

1. **REAL PROPERTY** -- Approximately 40 acres of land located in the Spanish Fork River Bottoms described as follows:

COMMENCING 6.67 CHAINS SOUTH AND NORTH 81°00'00" WEST 2.83 CHAINS AND SOUTH 02°00'00" EAST .14 CHAINS FROM THE CENTER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 02°00'00" EAST 9.42 CHAINS; THENCE SOUTH 79°37'00" EAST 12.57 CHAINS; THENCE SOUTH 47°30'00" WEST 1460.34 FEET; THENCE SOUTH 54°30'02" EAST 11.46 FEET; THENCE SOUTH 47°11'39" WEST 956.57 FEET; THENCE NORTH 79°50'42" WEST 20.53 FEET; THENCE NORTH 15°37'41" WEST 14.46 FEET; THENCE NORTH 15°36'17" WEST 63.08 FEET; THENCE NORTH 04°47'25" WEST 77.14 FEET; THENCE NORTH 21°13'36" WEST 59.96 FEET; THENCE NORTH 29°47'58" WEST 187.28 FEET; THENCE SOUTH 21°35'17" WEST 133.68 FEET; THENCE NORTH 17°15'00" WEST 284.30 FEET; THENCE NORTH 08°00'00" 2.28 CHAINS; THENCE NORTH 47°30'00" EAST 18.33 CHAINS; THENCE NORTH 42°45'00" WEST 7.75 CHAINS; THENCE NORTH 09°45'00" EAST 9.80 CHAINS; THENCE SOUTH 81°08'00" EAST 8.48 CHAINS TO BEGINNING.

2. **TERM OF LEASE.** This lease shall be a five year commencing January 1, 2012 terminating December 31, 2016. Unless termination is given, as provided hereinafter, the lease shall automatically renew each year.

3. **RENT.** Rent shall be the sum of \$2,400.00 per year payable in advance. Half the sum, or \$1,200.00 is due on or before January first of each year. The other half is due on or before July first of each year. The parties may, but are not required, to negotiate rent prices prior to the commencement of a renewal term. In addition, Tenant shall be responsible to pay the greenbelt taxes assessed each year. The taxes shall be paid to City by November 1<sup>st</sup> of each year, allowing City adequate time to pay Utah County the assessed amount.

4. **IRRIGATION WATER.** Tenant will be allowed use of water in conjunction with this lease. However, landlord does not represent that water can be delivered to the property in light of survey/construction work which may interfere with ditches. Tenant hereby assumes all risk of an inadequate supply of water and agrees to hold landlord, its employees,

contractors, subcontractors and their agents or employees harmless for any loss of crops or other damage arising from a lack of water to the property.

5. **USE OF THE LAND.** Tenant accepts the land in its present condition and agrees to use the land in a husbandlike manner in accordance with the usual farming practices in the area, including keeping fences and ditches properly maintained and providing typical weed control. Tenant agrees to maintain the fences, ground and ditches in the same condition as when received and at the expiration of this term, to return the same in as good condition as when received, except as may be otherwise authorized and approved by landlord.

6. **RESERVED ENTRY.** Landlord reserves the right to go upon any portion of the property for survey or related work. The parties acknowledge that Spanish Fork City contemplates municipal upon the property at some point in the future.

7. **TERMINATION AND PEACEFUL SURRENDER.** Either party may terminate this lease upon sixty days notice, prior to the end of a calendar year. The Tenant agrees to peacefully surrender the possession and occupancy of the land at the termination of this lease, and leave the same in as good condition as when the Tenant took possession of the premises.

8. **FAILURE TO PAY RENTAL INSTALLMENTS.** The failure of the Tenant to pay any rental installments on the due date shall entitle the Landlord, at its option, to terminate this lease and to re-enter and take possession of the premises and to have the benefit of any labor or fertilizing or other farming improvement which may have been performed by the Tenant prior to the re-entry by the Landlord.

9. **FAILURE TO COMPLY WITH CONDITIONS OF LEASE.** The failure of the Tenant to comply with any requirements of this lease, within a reasonable time and after having received from the Landlord a written notice of breach of such requirement, shall entitle the Landlord to terminate this Lease and the Landlord may peaceably enter and take possession of the leased premises. Landlord shall have the right to exercise any remedy desired, and any remedy taken by Landlord shall not be deemed exclusive, but Landlord shall be entitled to any and all remedies at law whether mentioned herein or not. No waiver by the Landlord of any covenant hereunder shall constitute a waiver of any succeeding violation under the same covenant or breach of any other covenant herein.

10. **ASSIGNMENT OR SUB-LEASING OF LEASE.** The Tenant shall not assign or sub-let all or any part of the leased premises without prior written consent of the Landlord.

11. **ATTORNEY FEES.** Both parties agree, that should either party default in any of the covenants or agreements herein contained, the prevailing party in litigation shall be entitled to all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this contract, or in obtaining possession of the property, or in pursuing any remedy provided hereunder or by applicable law.

12. **APPLICATION TO HEIRS.** The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both the Landlord and Tenant in like manner as to the original parties except that this part shall not create a right in the Tenant to assign, transfer or sublet this lease with prior, written approval of the Landlord, its heirs, successors or assigns.

13. **LAWS OF THE STATE OF UTAH.** This agreement shall be governed by the laws of the State of Utah.

14. **PROPERTY TAXES.** It is understood by the parties that the Tenant will pay and be responsible for all of the property taxes.

15. **IF PORTIONS FOUND INVALID.** In the event that any portion of this agreement shall be found to be invalid or otherwise unenforceable, that portion shall be severable and the remainder shall, nevertheless, have full force and effect.

DATED this 15 day of November, 2011.

SPANISH FORK CITY by:

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

Attest:

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

\_\_\_\_\_  
LYNN SWENSON

## FARM LEASE

In consideration of the mutual undertakings of the parties hereto, Spanish Fork City, a Utah Municipal Corporation, (**Landlord**), hereafter, does hereby lease unto Williams Farms, (**Tenant**), the following described real property for agricultural and related purposes, located in Utah County, State of Utah, and more particularly described as follows:

1. **REAL PROPERTY** -- Approximately 9.18 acres of land located in the Southwest part of Spanish Fork City described as follows:

BEGINNING AT A POINT WHICH IS LOCATED N89°56'51"W ALONG THE SECTION LINE 1245.57 FEET AND SOUTH 765.06 FEET FROM THE NORTH QUARTER CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S15°43'06"W 46.77 FEET; THENCE ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT 112.88 FEET (CHORD BEARS: S22°11'04"W 112.65 FEET); THENCE S28°39'12"W 102.84 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT 62.50 FEET (CHORD BEARS: S37°36'25"W 62.25 FEET); THENCE ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT 204.14 FEET (CHORD BEARS: S23°10'03"W 198.52 FEET); THENCE S00°13'31"E 102.09 FEET; THENCE N88°38'31"W 682.88 FEET; THENCE S00°42'05"W 346.02 FEET; THENCE N89°33'27"W 308.68 FEET; THENCE N37°49'29"E 991.83 FEET; THENCE N38°03'18"E 16.29 FEET; THENCE N48°30'27"E 99.20 FEET; THENCE N67°43'46"E 78.99 FEET; THENCE N84°15'16"E 67.64 FEET; THENCE N89°40'08"E 382.82 FEET TO THE POINT OF BEGINNING.

CONTAINING: 9.18 ACRES

2. **TERM OF LEASE.** This lease shall be a year to year lease commencing January 1, 2012. Unless termination is given, as provided hereinafter, the lease shall automatically renew each year.

3. **RENT.** Rent shall be the sum of \$675.00 per year payable in advance on or before January first of each year. The parties may, but are not required, to negotiate rent prices prior to the commencement of a renewal term. In addition, Tenant shall be responsible to pay the Greenbelt taxes assessed each year. The taxes shall be paid to City by November 1<sup>st</sup> of each year, allowing City adequate time to pay Utah County the assessed amount.

4. **IRRIGATION WATER.** Tenant will be allowed use of water in conjunction with this lease. However, landlord does not represent that water can be delivered to the property in light of survey/construction work which may interfere with

ditches. Tenant hereby assumes all risk of an inadequate supply of water and agrees to hold landlord, its employees, contractors, subcontractors and their agents or employees harmless for any loss of crops or other damage arising from a lack of water to the property.

5. **USE OF THE LAND.** Tenant accepts the land in its present condition and agrees to use the land in a husbandlike manner in accordance with the usual farming practices in the area, including keeping fences and ditches properly maintained and providing typical weed control. Tenant agrees to maintain the fences, ground and ditches in the same condition as when received and at the expiration of this term, to return the same in as good condition as when received, except as may be otherwise authorized and approved by landlord.

6. **RESERVED ENTRY.** Landlord reserves the right to go upon any portion of the property for survey or related work. The parties acknowledge that Spanish Fork City contemplates building a fire substation upon the property at some point in the future.

7. **TERMINATION AND PEACEFUL SURRENDER.** Either party may terminate this lease upon sixty days notice, prior to the end of a calendar year. The Tenant agrees to peacefully surrender the possession and occupancy of the land at the termination of this lease, and leave the same in as good condition as when the Tenant took possession of the premises.

8. **FAILURE TO PAY RENTAL INSTALLMENTS.** The failure of the Tenant to pay any rental installments on the due date shall entitle the Landlord, at its option, to terminate this lease and to re-enter and take possession of the premises and to have the benefit of any labor or fertilizing or other farming improvement which may have been performed by the Tenant prior to the re-entry by the Landlord.

9. **FAILURE TO COMPLY WITH CONDITIONS OF LEASE.** The failure of the Tenant to comply with any requirements of this lease, within a reasonable time and after having received from the Landlord a written notice of breach of such requirement, shall entitle the Landlord to terminate this Lease and the Landlord may peaceably enter and take possession of the leased premises. Landlord shall have the right to exercise any remedy desired, and any remedy taken by Landlord shall not be deemed exclusive, but Landlord shall be entitled to any and all remedies at law whether mentioned herein or not. No waiver by the Landlord of any covenant hereunder shall constitute a waiver of any succeeding violation

under the same covenant or breach of any other covenant herein.

10. **ASSIGNMENT OR SUB-LEASING OF LEASE.** The Tenant shall not assign or sub-let all or any part of the leased premises without prior written consent of the Landlord.

11. **ATTORNEY FEES.** Both parties agree, that should either party default in any of the covenants or agreements herein contained, the prevailing party in litigation shall be entitled to all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this contract, or in obtaining possession of the property, or in pursuing any remedy provided hereunder or by applicable law.

12. **APPLICATION TO HEIRS.** The terms of this lease shall apply to the heirs, executors, administrators, successors, and assigns of both the Landlord and Tenant in like manner as to the original parties except that this part shall not create a right in the Tenant to assign, transfer or sublet this lease with prior, written approval of the Landlord, its heirs, successors or assigns.

13. **LAWS OF THE STATE OF UTAH.** This agreement shall be governed by the laws of the State of Utah.

14. **PROPERTY TAXES.** It is understood by the parties that the Tenant will pay and be responsible for all of the property taxes.

15. **IF PORTIONS FOUND INVALID.** In the event that any portion of this agreement shall be found to be invalid or otherwise unenforceable, that portion shall be severable and the remainder shall, nevertheless, have full force and effect.

DATED this 15 day of November, 2011.

SPANISH FORK CITY by:

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

Attest:

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

WILLIAMS FARMS by:

\_\_\_\_\_  
JARED WILLIAMS



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: November 8, 2011  
Re: Crab Creek Trunkline Mapleton Lateral Crossing, Easement Encroachment Agreement Ratification

---

## **Staff Report**

Spanish Fork City is about to construct a water transmission line down the canyon. The attached agreement is to permit that line to cross under the Mapleton Lateral. There is no cost associated with this agreement.

This agreement had to be approved ahead of time to meet the timing required with this project. We therefore recommend that the city council ratify this agreement with the Bureau of Reclamation and the Mapleton Irrigation Company.

Attached: agreement



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
STRAWBERRY VALLEY PROJECT  
SPRINGVILLE-MAPLETON LATERAL

EASEMENT ENCROACHMENT AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND  
SPANISH FORK CITY

This Easement Encroachment Agreement made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and SPANISH FORK CITY, the Landowner's Permittee hereinafter referred to as the City.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of that certain easement acquired from Wallace Brockbank for the Springville-Mapleton Lateral, which easement is recorded in the official records of Utah County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the City has requested permission to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the City only to the extent and for the purposes set forth below:

The City will install, operate and maintain a 24-inch waterline crossing under the Springville-Mapleton Lateral (Lateral). The waterline shall be constructed of HDPE SDR 32.5 pipe with fusion welded joints. Crossings will be at approximate Lateral centerline station 25+72. Construction shall be completed by March 15, 2012, and shall be subject to final inspection by Reclamation and/or the Mapleton Irrigation Company thereafter.

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The City or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States, and/or Mapleton Irrigation Company, hereinafter called the Company. Said Plans and drawing include the following:

- Exhibit B – Location Map
- Exhibit C – Right-of-way Map
- Exhibit D – Plan and Profile Sheet
- Exhibit E thru G – Construction Details

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERMINATION OF AGREEMENT: This agreement will terminate and all rights of the City hereunder will cease, and the City will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

After failure of the City to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the City of termination because of failure to observe such condition.

7. HOLD HARMLESS: The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the City, the City hereby agrees to indemnify and hold the United States and the Company, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the Company from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort

Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the City encroaching upon the Easement of the United States, the City agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the City. The City hereby releases the United States and the Company, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the City from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the Company from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the City or its Contractor will promptly pay to the United States or the City, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The City shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. COVENANT AGAINST CONTINGENT FEES: The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

11. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the City shall have

the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

13. This agreement makes no finding as to the right, title, or validity of the City or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Curtis A. Pledger  
Area Manager

CITY:

SPANISH FORK CITY

By:   
Title: \_\_\_\_\_

CONCUR:

MAPLETON IRRIGATION COMPANY

By: \_\_\_\_\_  
Title

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)  
 ) ss.  
County of UT)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
, known to me to be the \_\_\_\_\_ of the Provo Area Office, Bureau of  
Reclamation, Upper Colorado Region, United States Department of Interior, the signer of the  
above instrument, who duly acknowledged to me that he executed the same on behalf of the  
United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SPANISH FORK CITY

State of UT )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before  
me \_\_\_\_\_, to be known to be the \_\_\_\_\_ of Spanish Fork  
City, the signer of the above instrument, who duly acknowledged to me that he/she executed the  
same on behalf of Spanish Fork City, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

PROTECTION CRITERIA

A.

B. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

C. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.

D. No trees or vines will be allowed within the rights-of-way of the United States.

E. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

F. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

G. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of Mapleton Irrigation Company or the United States.

H. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

I. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

J. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

K. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the Company at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

L. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

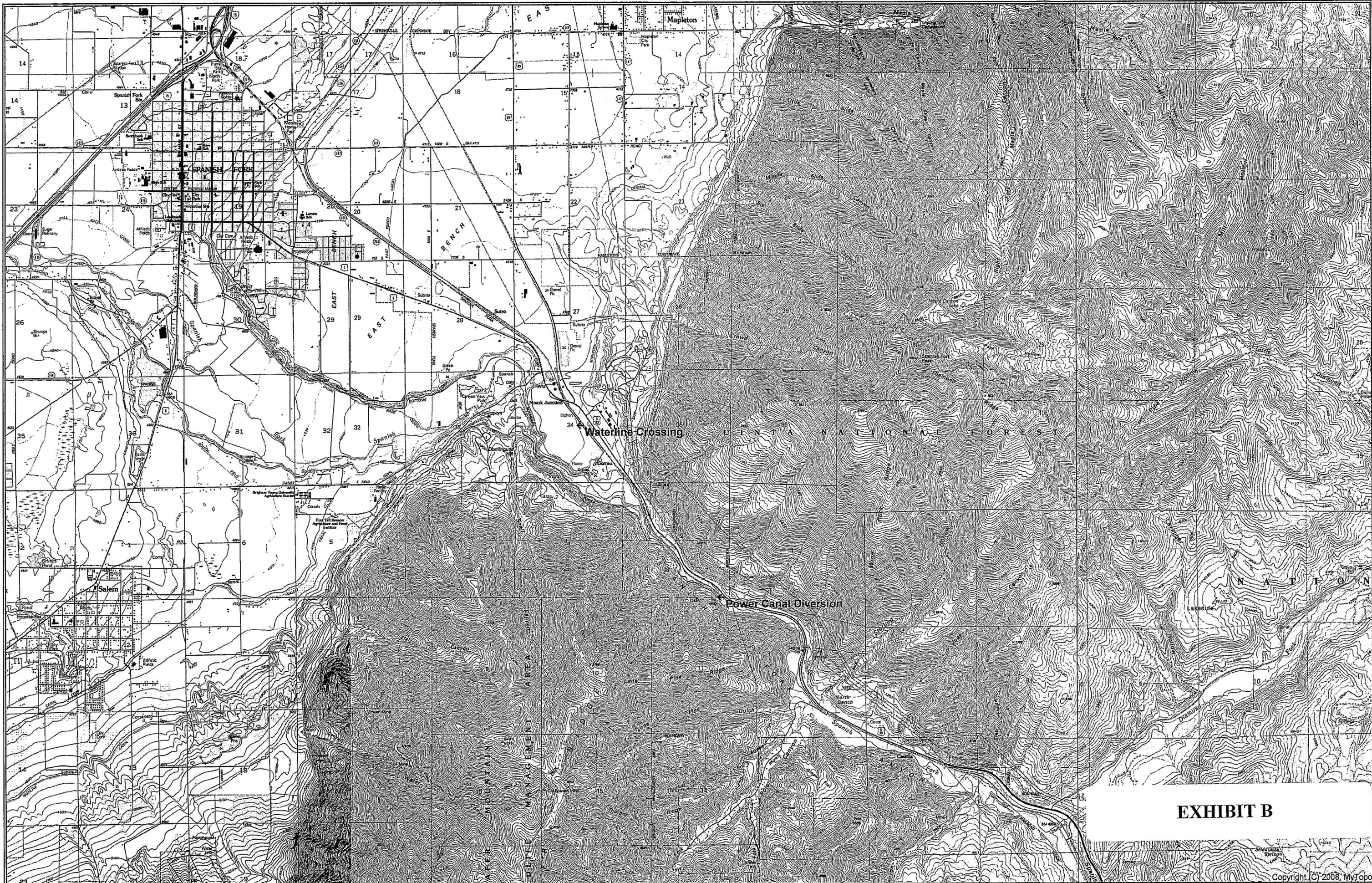
M. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

N. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) non-cohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

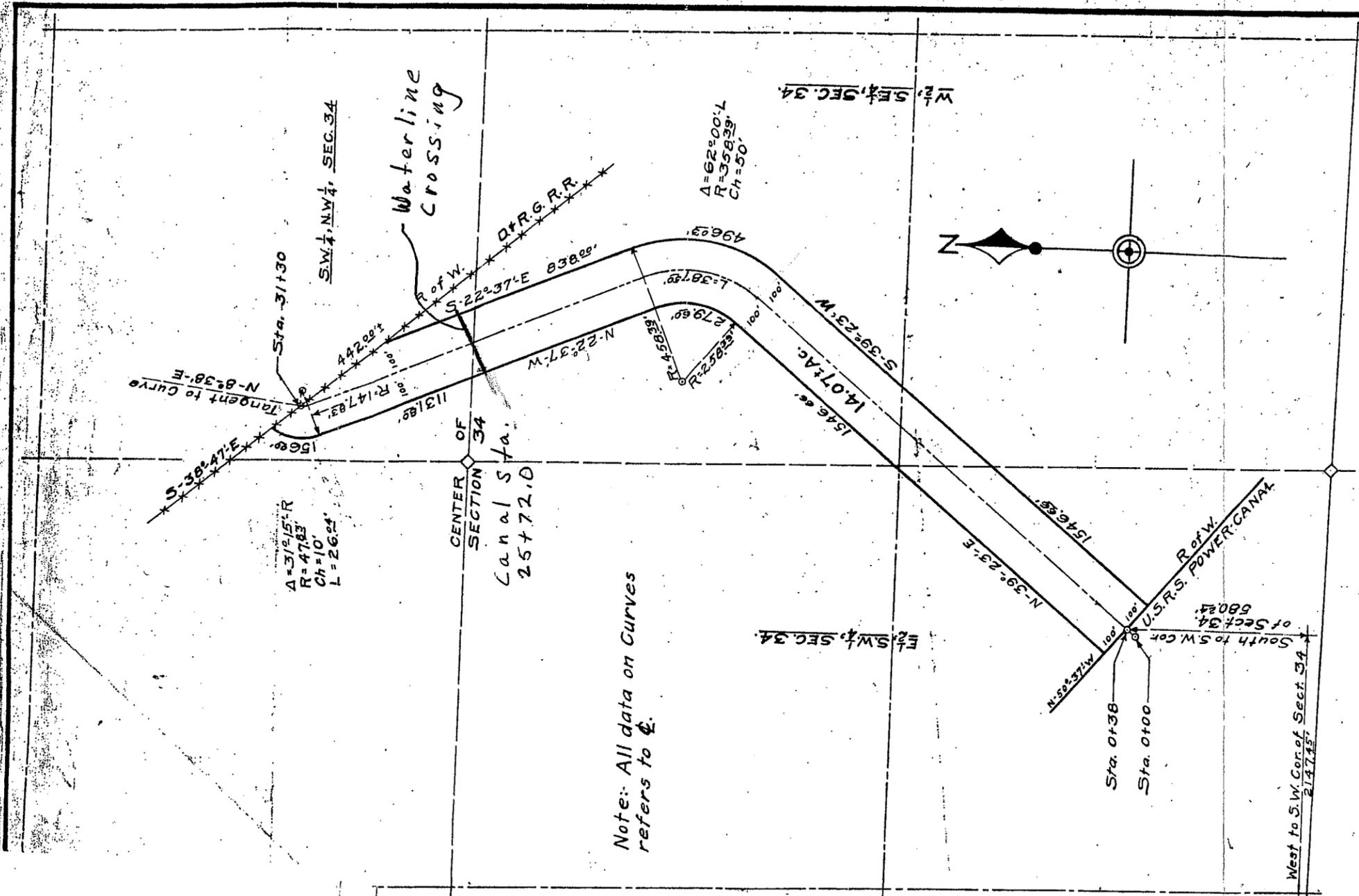
O. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

P. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

Q. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.



**EXHIBIT B**



Note: All data on Curves refers to Q.

22-2

22-3

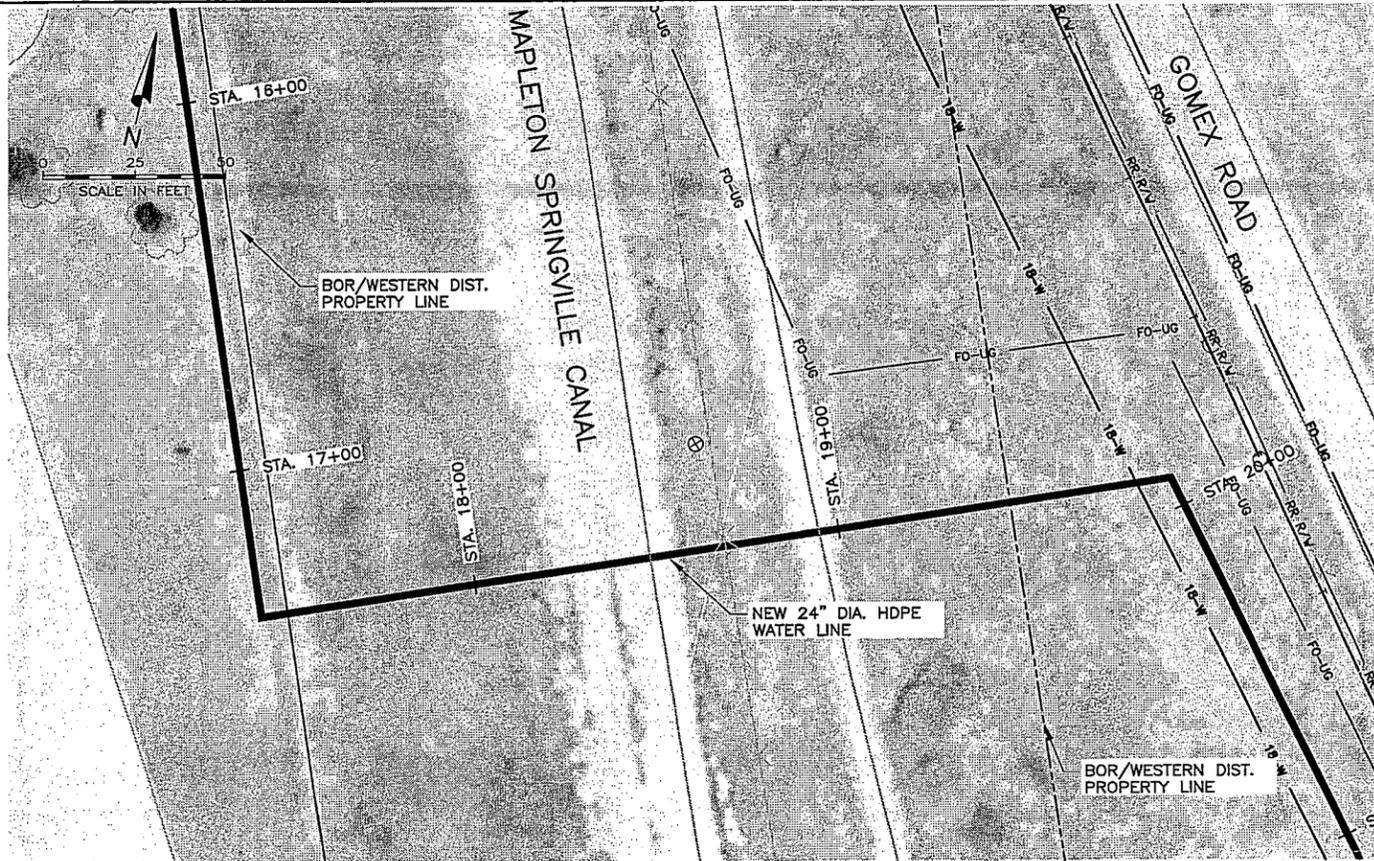
DEPARTMENT OF THE INTERIOR  
 UNITED STATES GEOLOGICAL SURVEY  
 STREAM-BEDDING VALLEY PROJECT, UTAH  
 MAPLETON LATERAL  
 RIGHT OF WAY

ACROSS THE PROPERTY OF WALLACE BRUCKBART ET AL.  
 IN THE E 1/4 OF THE SW 1/4, W 1/2 OF THE SE 1/4 AND SW 1/4 OF  
 SECTION 34, T 34 N, R 8 E, S 1 E, S. L. B. & I.

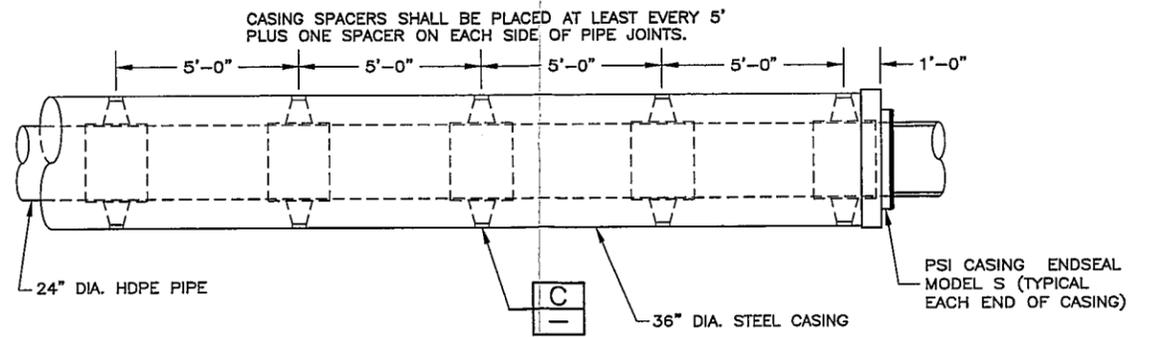
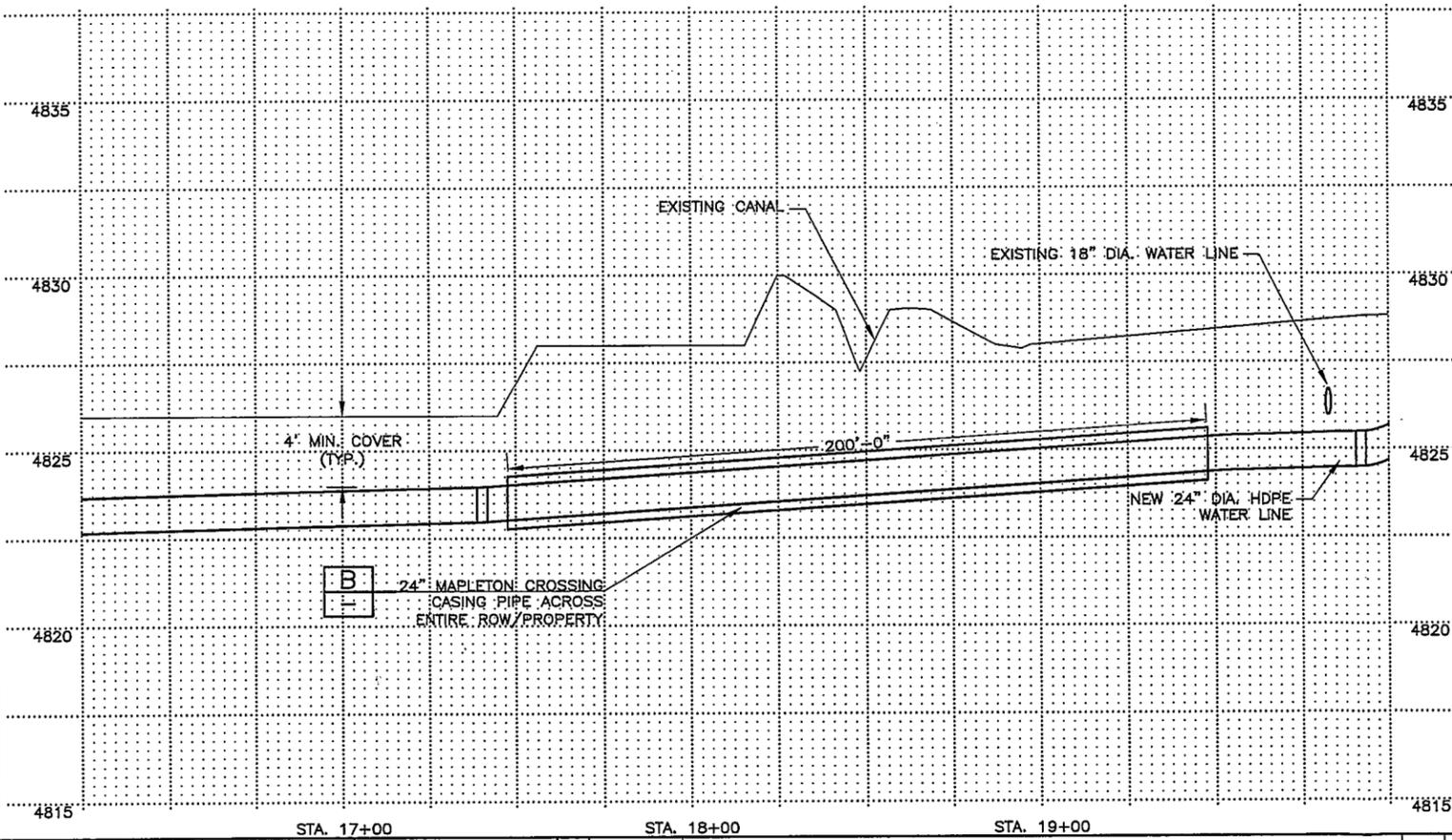
4-2038



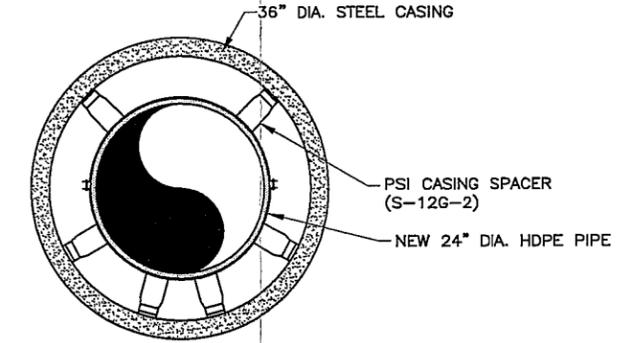
FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\WEST DESIGN\C-1.DWG  
 FILE DATE: 8.3.2011 10:34:10 (TBT)



MAPLETON SPRINGVILLE CANAL CROSSING DETAIL **A**  
PP-2



CASING DETAIL **B**  
C-2 C-3 C-4 C-5 C-6 C-7



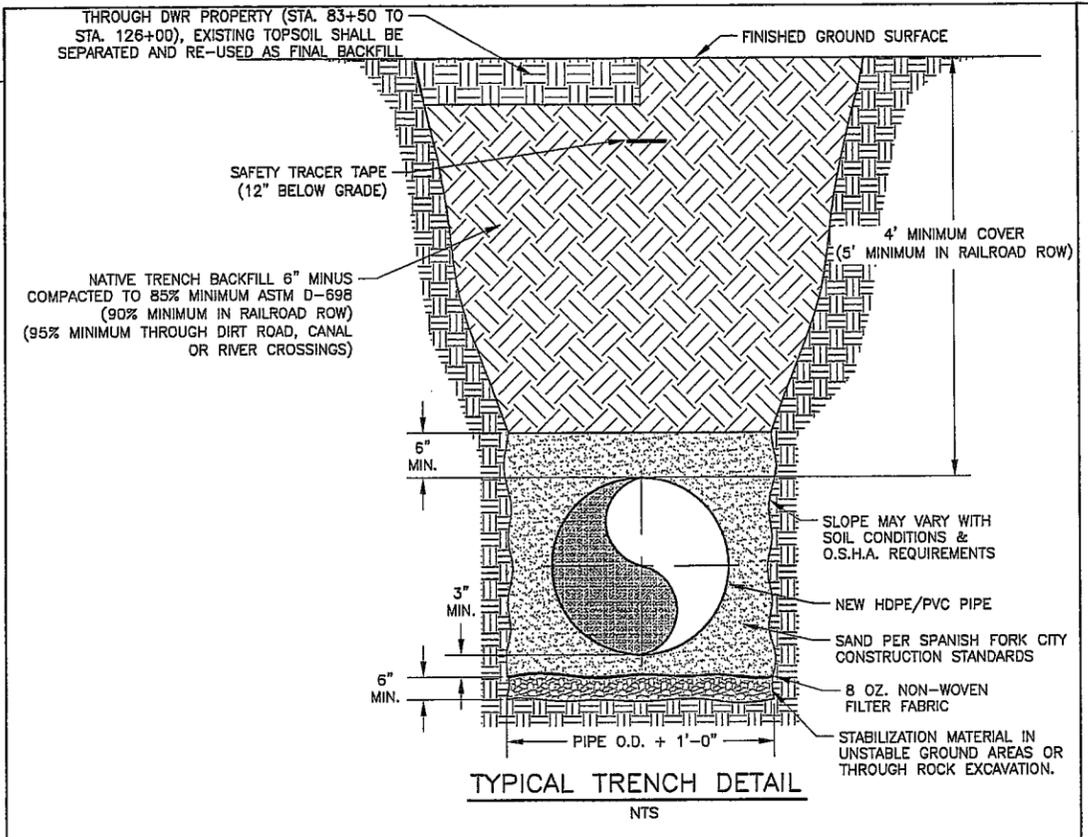
TYPICAL CASING SKID DETAIL **C**

- NOTES:
- TRENCH COMPACTION TO BE 96% MODIFIED PROCTOR DENSITY.
  - TRENCH PLUGS ARE TO BE PLACED IN LOCATIONS SHOWN ON BOTH ENDS OF CASING FOR WIDTH OF TRENCH AND 18" ABOVE AND 12" BELOW CASING PIPES AND A THICKNESS OF 24". PLUGS SHALL BE A 10% BENTONITE AND 90% CLAY MIXTURE.
  - CONTRACTOR SHOULD NOTE CANALS ARE SOMETIMES USED FOR STORM DRAIN AND WILL COLLECT STORM WATER DURING AND FOLLOWING RAIN, SNOW OR ANY EVENT RESULTING IN WATER BEING DISCHARGED IN THE STORM DRAIN SYSTEM.
  - WATER LINE PIPE SHALL BE FUSION WELDED THROUGH CASING.
  - CONTRACTOR SHALL CONTACT OWNER A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
  - ADDITIONAL COMPACTION TESTING SHALL BE PERFORMED ON ALL PIPE BEDDING TRENCH BACKFILL, AND CLAY LINER FOR CASING INSTALLATION. CONTRACTOR SHALL PROVIDE MINIMUM OF 2 TESTS PER LIFT (ONE EACH SIDE OF PIPE CASING) FOR EACH CASING FOR PIPE ZONE MATERIAL AND MINIMUM OF 2 TESTS PER LIFT FOR TRENCH BACKFILL FOR EACH CASING, INCLUDING CLAY LINER.

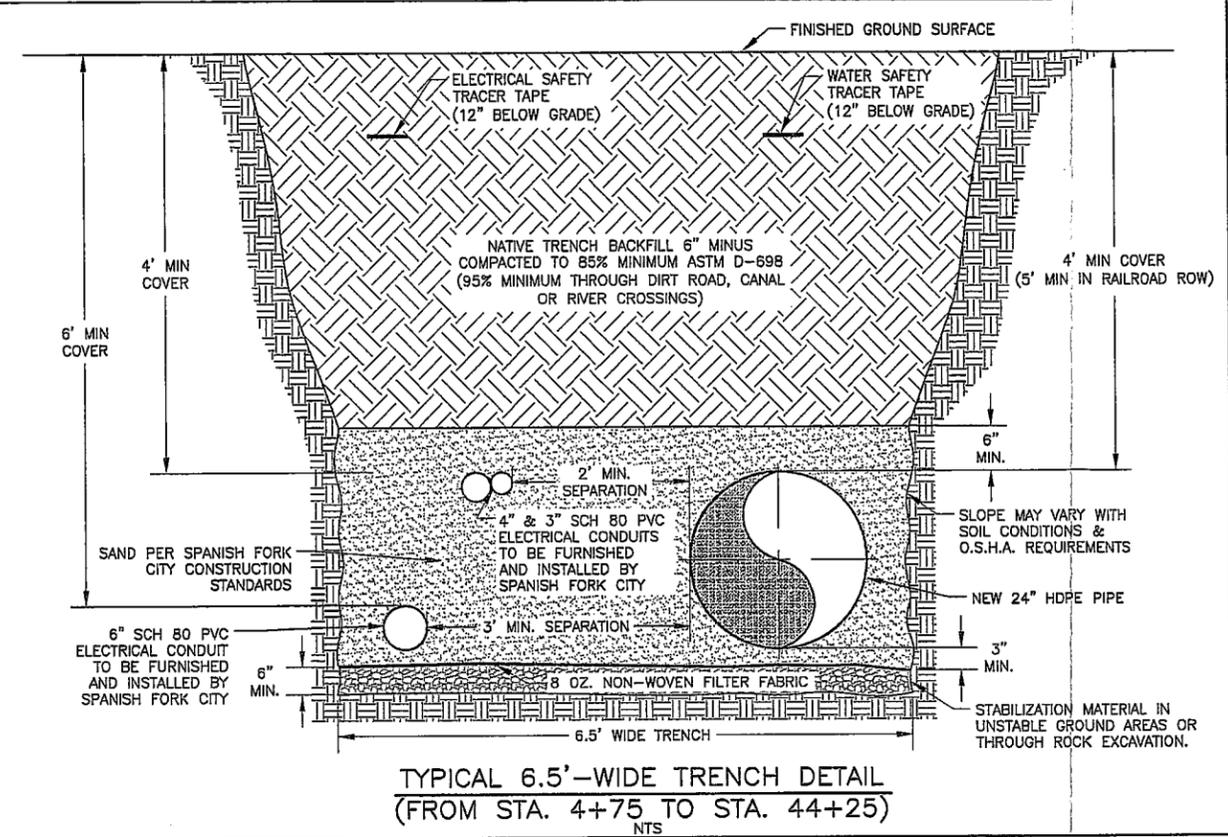
**EXHIBIT E** PROGRESS PRINT  
 DATE: 8.3.2011  
 Not to be used for construction.  
 Hansen, Allen, & Luce, Inc.  
 Consultants/Engineers

<b>HANSEN ALLEN &amp; LUCE</b> ENGINEERS	DESIGNED TBT	3				SCALE	SPANISH FORK CITY 40 SOUTH MAIN SPANISH FORK, UTAH 84660	WATER SYSTEM IMPROVEMENTS CIVIL TYPICAL CASING DETAILS	SHEET <b>C-1</b> 348.10.300
	DRAFTED JGH	2							
	CHECKED	1							
PROJECT ENGINEER	DATE	JUNE 2011	NO.	DATE	REVISIONS	BY	APVD.		

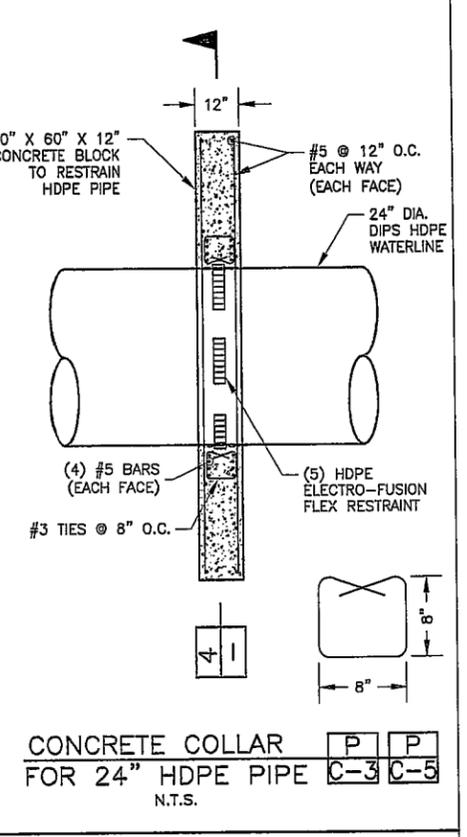
FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\DETAIL SHEETS\C-7 MISC. DETAILS.DWG  
 FILE DATE: 9.30.2011 12:50:34 (JEB)



TYPICAL TRENCH DETAIL  
NTS

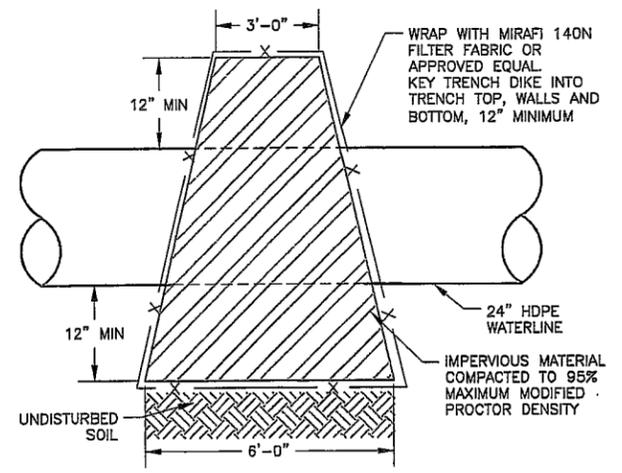


TYPICAL 6.5'-WIDE TRENCH DETAIL  
(FROM STA. 4+75 TO STA. 44+25)  
NTS



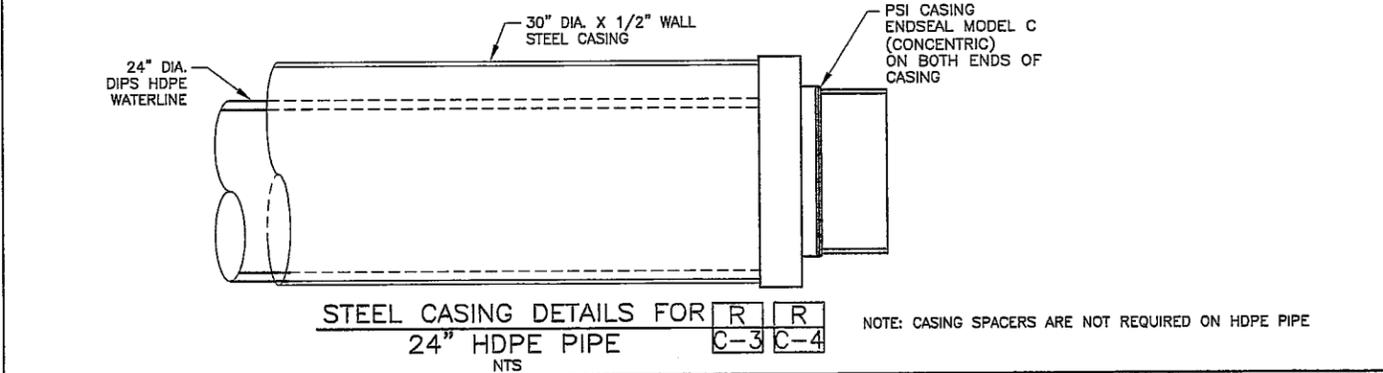
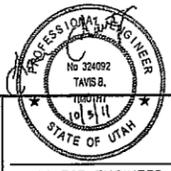
CONCRETE COLLAR FOR 24" HDPE PIPE  
N.T.S.

NOTE: CLAY SHALL BE CLASSIFICATION CL ASTM 2487, AASHTO A-7, HOMOGENEOUS, UNIFORM, AND FREE OF ORGANIC MATTER, FROZEN MATERIAL, DEBRIS, ROCKS AND DELETERIOUS MATERIAL. PLASTICITY INDEX ABOVE 15% AND PERCENT PASSING #4 SIEVE SHALL BE 90%.

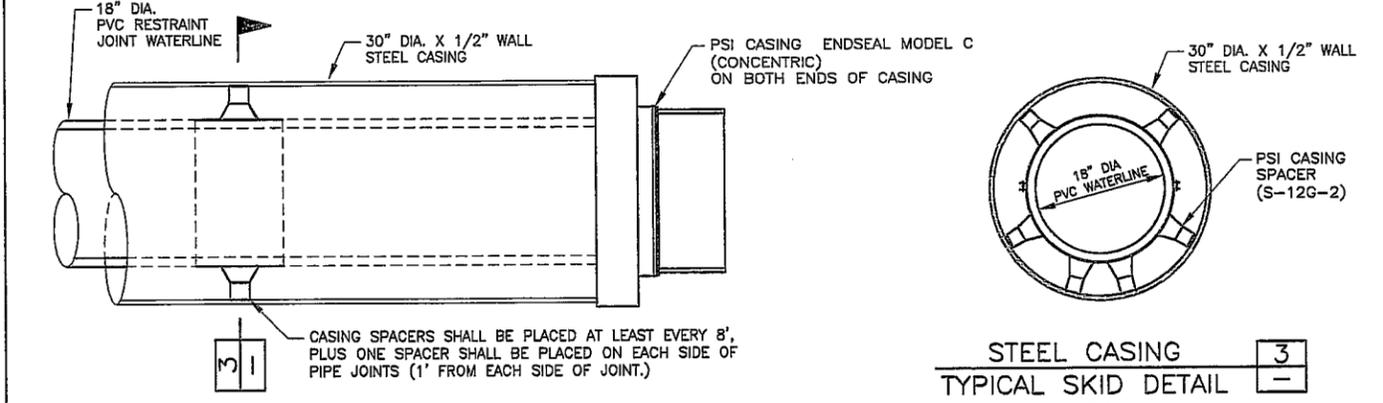


TYPICAL CLAY CUTOFF DETAIL  
N.T.S.

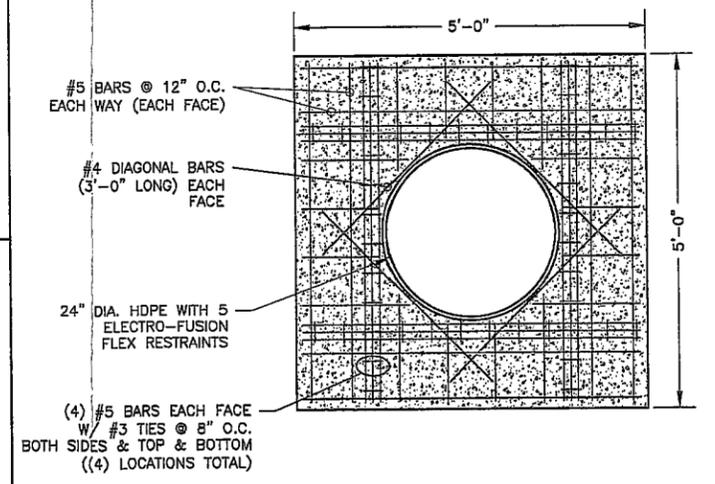
Q	Q	Q
PP-13	PP-14	C-3



STEEL CASING DETAILS FOR 24" HDPE PIPE  
N.T.S.



STEEL CASING DETAILS FOR 18" PVC WATERLINE  
N.T.S.



CONCRETE COLLAR SECTION 4  
N.T.S.

STEEL CASING TYPICAL SKID DETAIL  
N.T.S.



DESIGNED JEB	3
DRAFTED JEB	2
CHECKED TBT	1
DATE OCTOBER 2011	NO.

NO.	REVISIONS	BY	APVD.

SCALE  
NOT TO SCALE



SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK, UTAH 84660

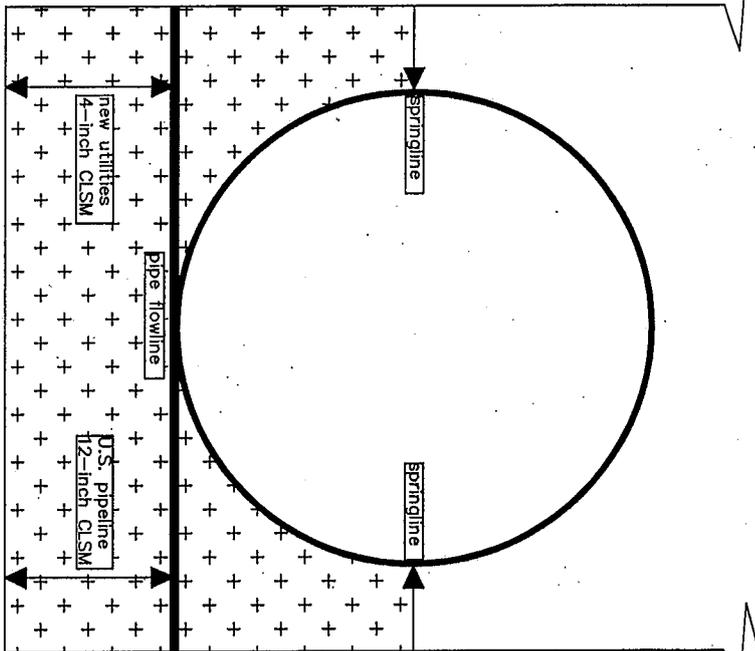
CRAB CREEK TRANSMISSION LINE - PHASE 1  
CIVIL  
MISCELLANEOUS DETAILS

SHEET  
C-7  
348.11.100

EXHIBIT F

**CLSM (Controlled Low Strength Material)  
BACK FILL GUIDELINES FOR UTILITIES  
CROSSING BENEATH UNITED STATES EASEMENTS**

CLSM (CONTROLLED LOW STRENGTH MATERIAL)  
SHALL HAVE AN UNCONFINED MINIMUM  
COMPRESSIVE STRENGTH OF 30psi, AND NO  
MORE THAN 200psi AT 28-DAYS



All new utilities shall be backfilled using CLSM (Controlled Low Strength Material) from a minimum 4-inches beneath the casing to spring line.  
The United states pipeline shall be backfilled using CLSM from a minimum 12-inches to springline.

**EXHIBIT G**

**ALWAYS THINK SAFETY**

DEPARTMENT OF THE ARMY  
PROVING AREA OFFICE  
PROVING AREA  
PROVING AREA

BACKFILL CRITERIA  
CONTROLLED LOW STRENGTH MATERIAL

DESIGNED BY: [blank]  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
APPROVED BY: [blank]  
DATE: 2007-08-15  
DWG NO.



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: November 8, 2011  
Re: Crab Creek Trunkline, Easement Encroachment and License Agreement Ratification

---

## Staff Report

Spanish Fork City is about to construct a water transmission line down the canyon. The attached agreement is to permit that line to cross through Bureau of Reclamation property/easement. The application fee is \$100 and the use fee is \$3,750.

There is approved budget money available for the associated fees for this agreement. This agreement had to be approved ahead of time to meet the timing required with this project. We therefore recommend that the city council ratify this agreement with the Bureau of Reclamation for the total fee of \$3,850.

Attached: agreement



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
(PROJECT)

EASEMENT ENCROACHMENT and  
LICENSE AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
AND  
SPANISH FORK CITY

This Easement Encroachment Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and SPANISH FORK CITY, hereinafter referred to as the City.

WITNESSETH THAT:

WHEREAS, The United States holds a Right-of-way under the authority of the Act of August 30, 1890 (26 Stat. 371), commonly known as the Canal Act; and is the Grantee of that certain Right-of-way granted by a water right application, which application is recorded in the official records of Utah County, State of Utah; and owns withdrawn lands as shown in the records of the Bureau of Land Management, all of which are hereinafter referred to as the Lands of the United States, and utilizes these Lands of the United States for the construction, operation, and maintenance of the Strawberry Power Canal, and;

WHEREAS, the City has requested permission to use the Lands of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to the said use of the Lands of the United States, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to use of the Lands of the United States by the City only to the extent and for the purposes set forth below:

A. Purpose: The City will install, operate and maintain a 24-inch waterline under, or along the Strawberry Power Canal (Canal). The waterline shall be constructed of HDPE SDR 32.5 pipe with fusion welded joints. Construction shall be completed by March 15, 20012, and shall be subject to final inspection by Reclamation and/or Strawberry Water Users Association (SWUA) thereafter.

B. Period: 25 years from date hereof.

- C. Location: Strawberry Power Canal, Diversion Structure and Dam Tenders House.
- D. Location (Legal Description): Sections 2, Township 9 South, Range 3 East, Salt Lake Base and Meridian and Sections 11, Township 9 South, Range 3 East, Salt Lake Base and Meridian.
- E. Plans, Drawing, or Maps (Attached Hereto and made a Part Hereof):

- Exhibit B – Location Map
- Exhibit C – Proposed Alignment
- Exhibit D – Alignment and Key Map
- Exhibit E thru J – Plan and Profile
- Exhibit K thru P – Construction Details

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. SPECIAL PROVISIONS: The United States guidelines for agreeing to such use of the Lands of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. WORK SATISFACTORY. The City or its Contractor shall perform all work within the use area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and Strawberry Water Users Association, hereinafter called the SWUA.

4. TERM OF LICENSE – TERMINATION: The United States, at its option, may terminate this License Agreement for nonuse of the licensed lands by The City for a period of two (2) continuous years. In any event, this license shall expire by limitation at the end of the period recited in Article "B" on Page 1.

- a. This License may be revoked by Reclamation upon thirty (30) days written notice to the City if:
  - 1. The United States determines that the City's use of the land is no longer compatible with project purpose.
  - 2. The City fails to comply with the terms or conditions of this License and upon notification of the violation; The City fails to adequately cure the violation within the thirty (30) day time limit. Reclamation will have the final determination regarding the adequacy of the cure.
  - 3. The City use of the land interferes with existing or proposed facilities.

5. ASSIGNMENT OR TRANSFER: This License Agreement shall not be assigned or transferred by the City without the prior written consent of the United States.

6. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

7. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

8. HOLD HARMLESS: The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the City, the City hereby agrees to indemnify and hold the United States and SWUA, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or SWUA from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the City encroaching upon the Easement of the United States, the City agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the City. The City hereby releases the United States and SWUA, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the City from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or SWUA from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the City or its Contractor will promptly pay to the United States or the City, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

9. CITY TO DEFEND TITLE: The City shall defend the United States and the

SWUA from and against any action which challenges the City's use of Project right-of-way or facilities under this License Agreement, provided the United States or the SWUA promptly tenders such defense prior to the time an answer is due in the proceedings.

10. INTERFERENCE PROHIBITED: The City shall use, occupy, and maintain said facilities with due care to avoid damage to or obstruction of the Power Canal or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

11. PROTECTION OF UNITED STATES INTERESTS: The City shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the use of Lands of the United States.

12. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

13. HAZARDOUS MATERIALS:

(a) The City may not allow contamination or pollution of Federal lands, waters or facilities and for which the City has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The City shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the City shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period will mean within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the City and shall make the City liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The City agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any assignment, sublease, or other subcontract or third-party contract it may enter into pursuant to this Lease.

(g) Reclamation agrees to provide information necessary for the City using reasonable diligence, to comply with the provisions of this Article.

#### 14. PEST CONTROL:

(a) The City shall not permit use of any pesticides on Federal lands without prior written approval by Reclamation. The City shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The City shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The City agrees to include the provisions contained in paragraph (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

15. COVENANT AGAINST CONTINGENT FEES: The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

16. DISCOVERY OF CULTURAL RESOURCES: The City shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation lands. The City shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The City shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the City.

17. ENVIRONMENTAL COMPLIANCE: The City agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

18. LANDSCAPE PRESERVATION AND NATURAL BEAUTY:

(a) The City shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the City's construction operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

(b) Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the City's expense.

19. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

20. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such

heir, executor, administrator, personal representative, successor or assign of the City shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

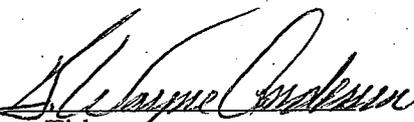
21. This agreement makes no finding as to the right, title, or validity of the City or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Curtis A. Pledger  
Area Manager

SPANISH FORK CITY

By:   
Title: \_\_\_\_\_

Concur:

STRAWBERRY WATER USERS ASSOCIATION

By: \_\_\_\_\_  
Title

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT )  
 ) ss.  
County of UT)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SPANISH FORK CITY

State of UT )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, to be known to be the \_\_\_\_\_ of Spanish Fork City, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Spanish Fork City, pursuant to authority delegated to him/her.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

### PROTECTION CRITERIA

- A. For and in consideration of the License Agreement herein granted, the City agrees to pay the United States the following amounts: a \$100 application fee, receipt of which is acknowledged, and a use fee of \$3750 for use of United States land, based on an evaluation performed by the Provo Area Office, receipt of which is acknowledged by the fully executed agreement.
- B. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**
- C. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.
- D. No trees or vines will be allowed within the rights-of-way of the United States.
- E. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
- F. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.
- G. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of SWUA or the United States.
- H. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.
- I. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

J. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

K. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give SWUA at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

L. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

M. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

N. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

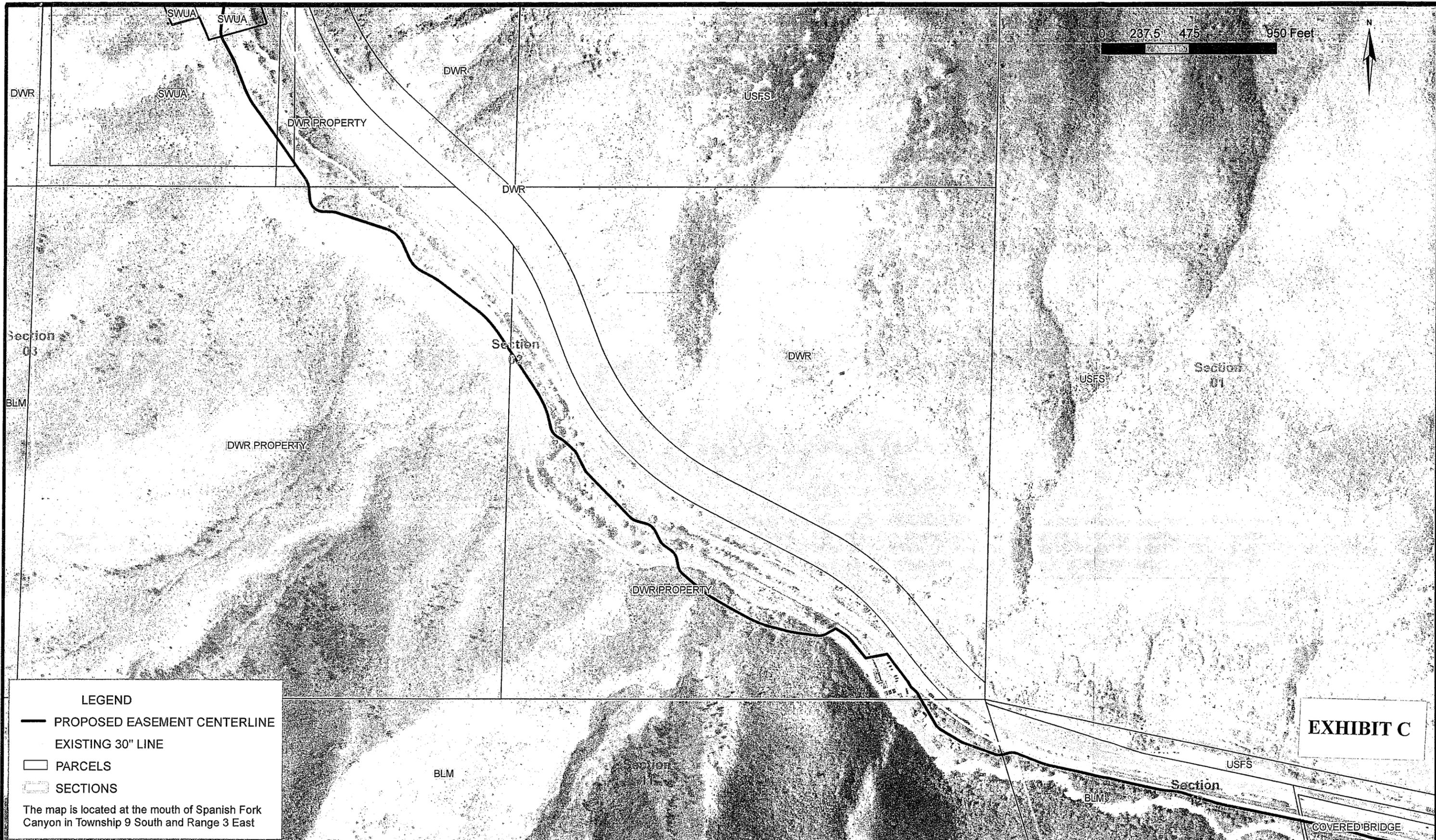
O. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

P. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

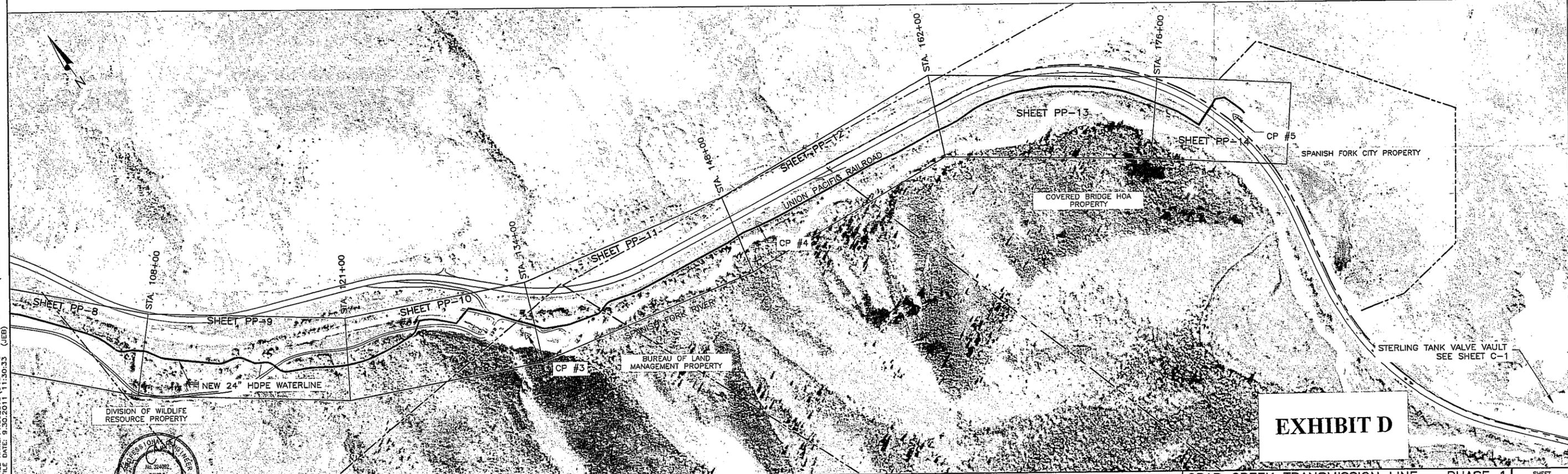
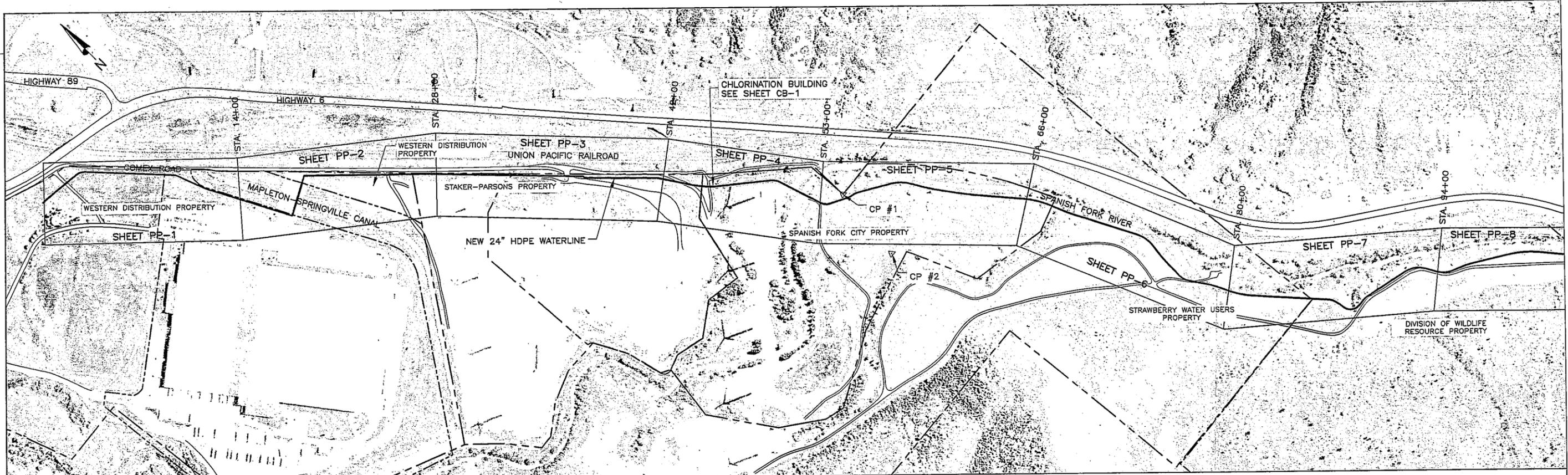
Q. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.



**EXHIBIT B**



FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\GENERAL SHEETS\G-3 SHEET INDEX PLAN.DWG  
 FILE DATE: 9.30.2011 11:30:33 (JEB)



**EXHIBIT D**



DESIGNED JEB	3		
DRAFTED	2		
CHECKED TBT	1		
DATE	OCTOBER 2011	NO.	DATE

REVISIONS		BY	APVD.

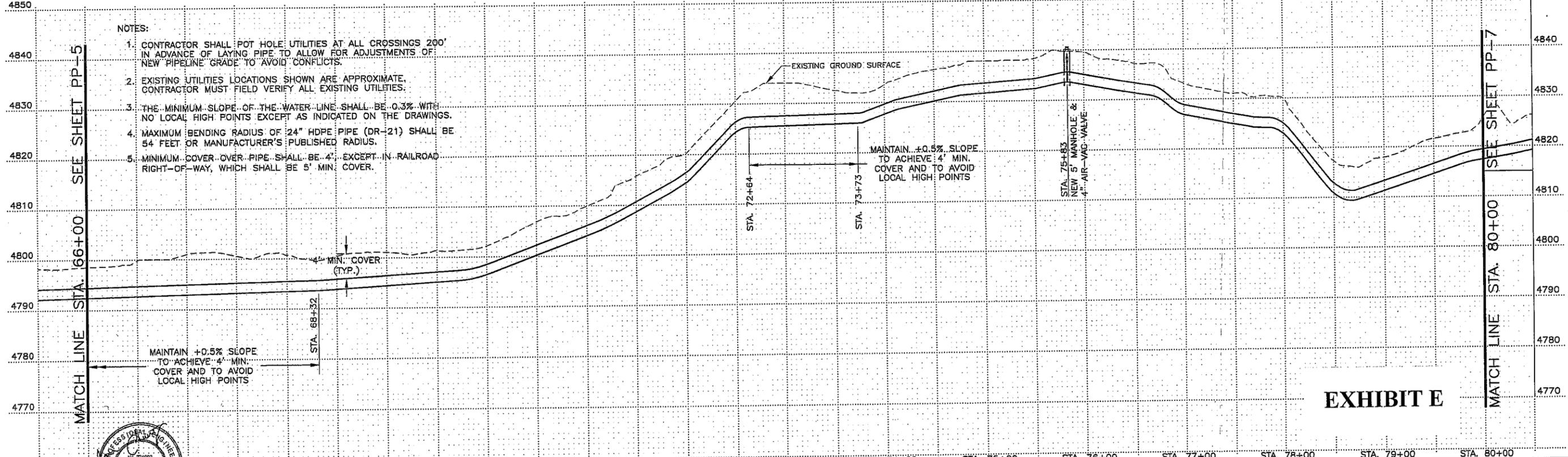
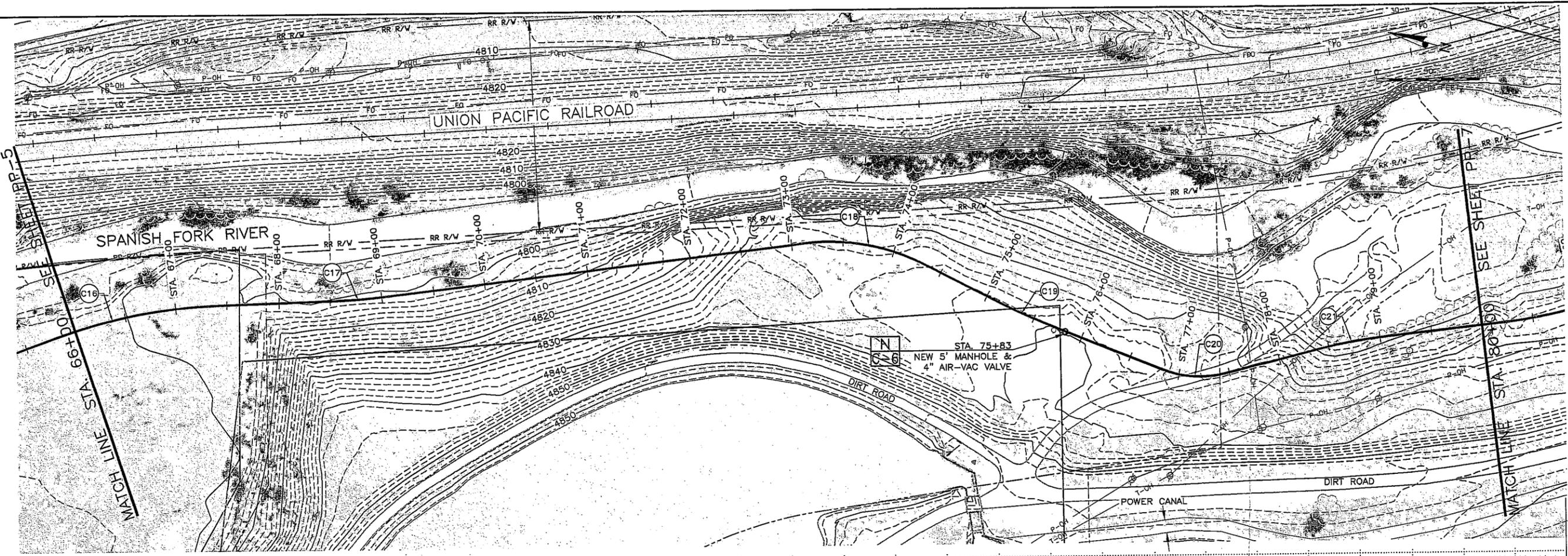
SCALE  
NOT  
TO  
SCALE

**SPANISH FORK CITY**  
 40 SOUTH MAIN  
 SPANISH FORK, UTAH 84680

**CRAB CREEK TRANSMISSION LINE - PHASE 1**  
 GENERAL  
 SHEET LOCATION MAP

SHEET  
**G-3**  
348.11.100

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\EAST DESIGN\PP-6.DWG  
 FILE DATE: 9.30.2011 11:51:15 (JEB)



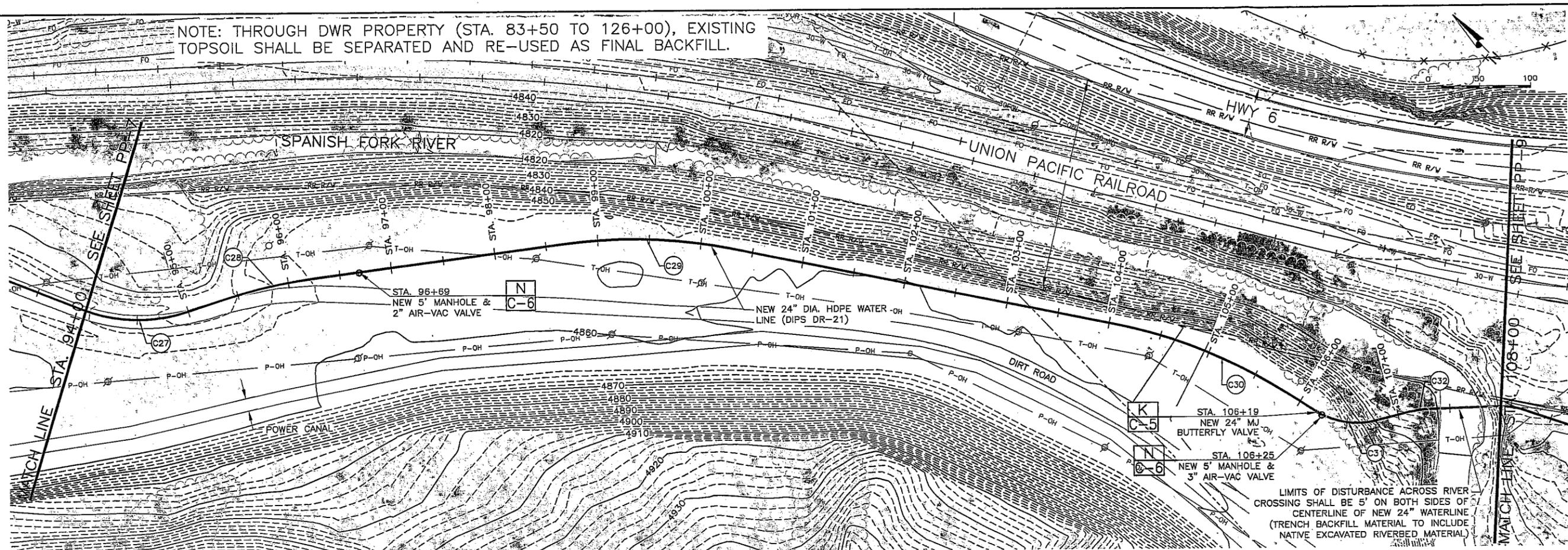
- NOTES:
1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
  2. EXISTING UTILITIES LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
  3. THE MINIMUM SLOPE OF THE WATER LINE SHALL BE 0.3% WITH NO LOCAL HIGH POINTS EXCEPT AS INDICATED ON THE DRAWINGS.
  4. MAXIMUM BENDING RADIUS OF 24" HDPE PIPE (DR-21) SHALL BE 54 FEET OR MANUFACTURER'S PUBLISHED RADIUS.
  5. MINIMUM COVER OVER PIPE SHALL BE 4' EXCEPT IN RAILROAD RIGHT-OF-WAY, WHICH SHALL BE 5' MIN. COVER.

EXHIBIT E

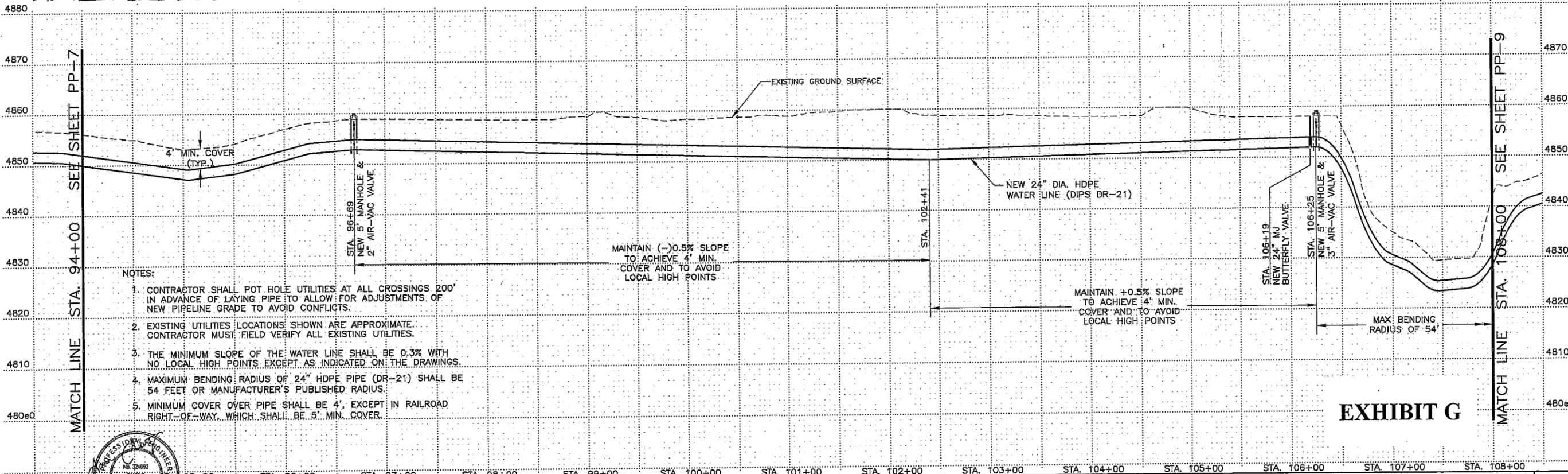
	DESIGNED JEB	3	REVISIONS NO. DATE	SCALE AS SHOWN		SPANISH FORK CITY 40 SOUTH MAIN SPANISH FORK, UTAH 84660	CRAB CREEK TRANSMISSION LINE - PHASE 1 PLAN & PROFILE STA. 66+00 TO STA. 80+00	SHEET PP-6 348.11.100
	DRAFTED	2						
	CHECKED TBT	1						
PROJECT ENGINEER	DATE	OCTOBER 2011	NO.	DATE				



NOTE: THROUGH DWR PROPERTY (STA. 83+50 TO 126+00), EXISTING TOPSOIL SHALL BE SEPARATED AND RE-USED AS FINAL BACKFILL.



LIMITS OF DISTURBANCE ACROSS RIVER CROSSING SHALL BE 5' ON BOTH SIDES OF CENTERLINE OF NEW 24" WATERLINE (TRENCH BACKFILL MATERIAL TO INCLUDE NATIVE EXCAVATED RIVERBED MATERIAL)



NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITIES LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. THE MINIMUM SLOPE OF THE WATER LINE SHALL BE 0.3% WITH NO LOCAL HIGH POINTS, EXCEPT AS INDICATED ON THE DRAWINGS.
4. MAXIMUM BENDING RADIUS OF 24" HDPE PIPE (DR-21) SHALL BE 54 FEET OR MANUFACTURER'S PUBLISHED RADIUS.
5. MINIMUM COVER OVER PIPE SHALL BE 4', EXCEPT IN RAILROAD RIGHT-OF-WAY, WHICH SHALL BE 5' MIN. COVER.

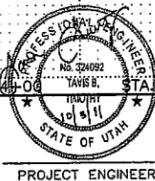
MAINTAIN (-)0.5% SLOPE TO ACHIEVE 4' MIN. COVER AND TO AVOID LOCAL HIGH POINTS

MAINTAIN +0.5% SLOPE TO ACHIEVE 4' MIN. COVER AND TO AVOID LOCAL HIGH POINTS

MAX. BENDING RADIUS OF 54'

EXHIBIT G

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\EST DESIGN\PP-8.DWG  
FILE DATE: 9.30.2011 11:56:39 (JEB)



DESIGNED	JEB	3
DRAFTED	TBT	2
CHECKED	TBT	1
DATE	OCTOBER 2011	NO.

REVISIONS		BY	APVD.

SCALE: AS SHOWN  
SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK, UTAH 84660

CRAB CREEK TRANSMISSION LINE - PHASE 1  
PLAN & PROFILE  
STA. 94+00 TO STA. 108+00

SHEET  
PP-8  
348.11.100

NOTE: THROUGH DWR PROPERTY (STA. 83+50 TO 126+00), EXISTING TOPSOIL SHALL BE SEPARATED AND RE-USED AS FINAL BACKFILL.

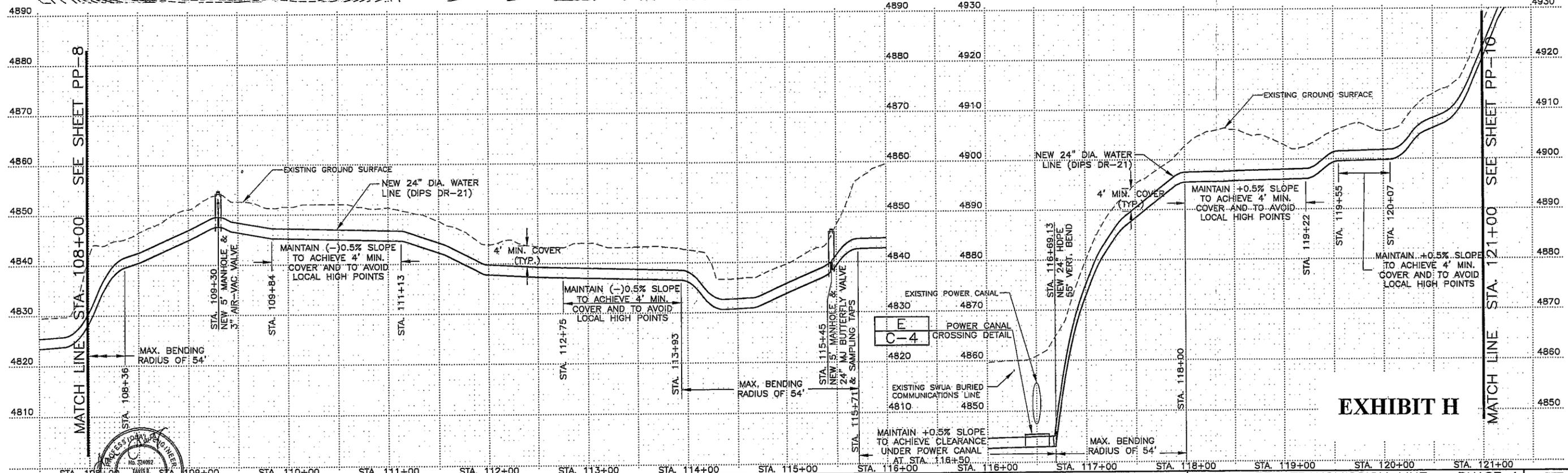
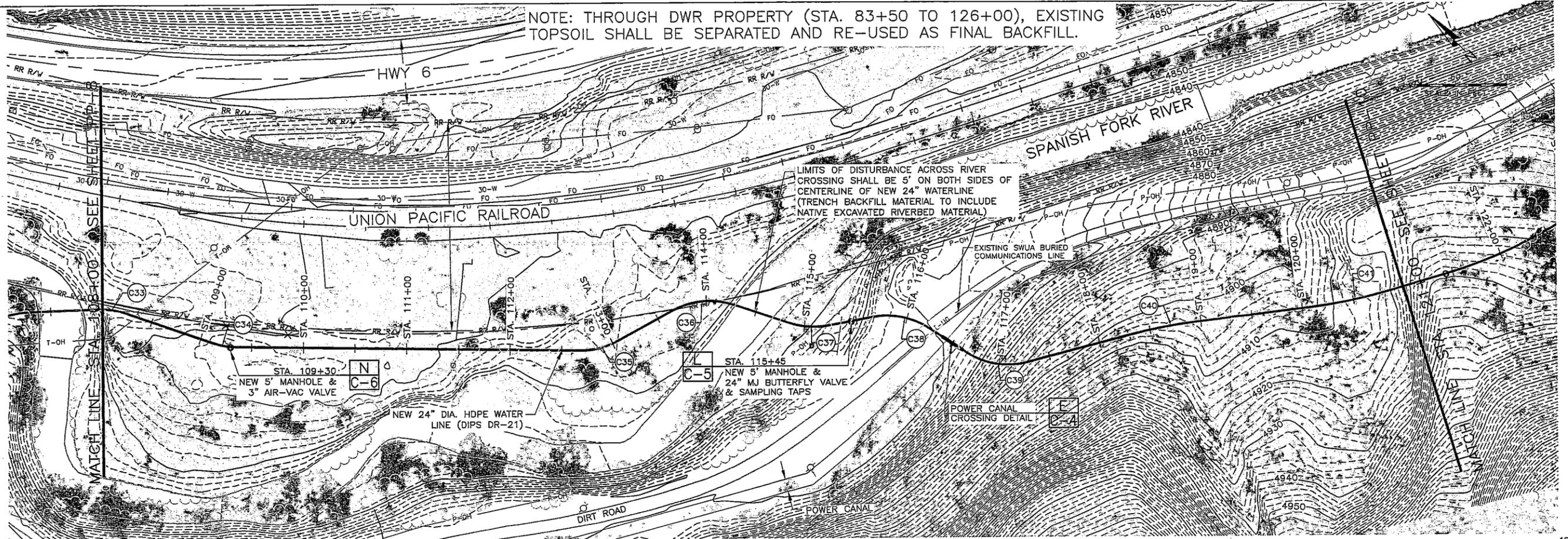
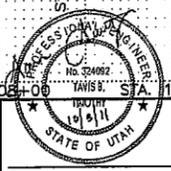


EXHIBIT H

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CAODFILES\EAST DESIGN\PP-9.DWG  
FILE DATE: 9.30.2011 12:08:04 (JEB)



**HANSER ALLEN & LUCE**  
ENGINEERS

DESIGNED JEB	3
DRAFTED	2
CHECKED TBT	1
PROJECT ENGINEER	DATE

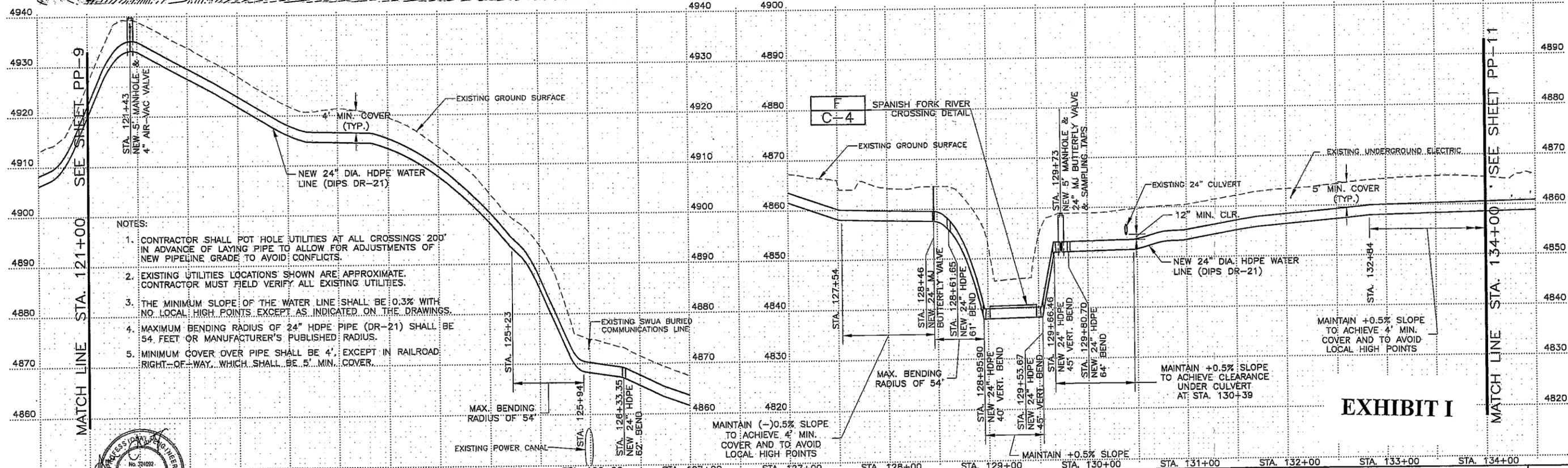
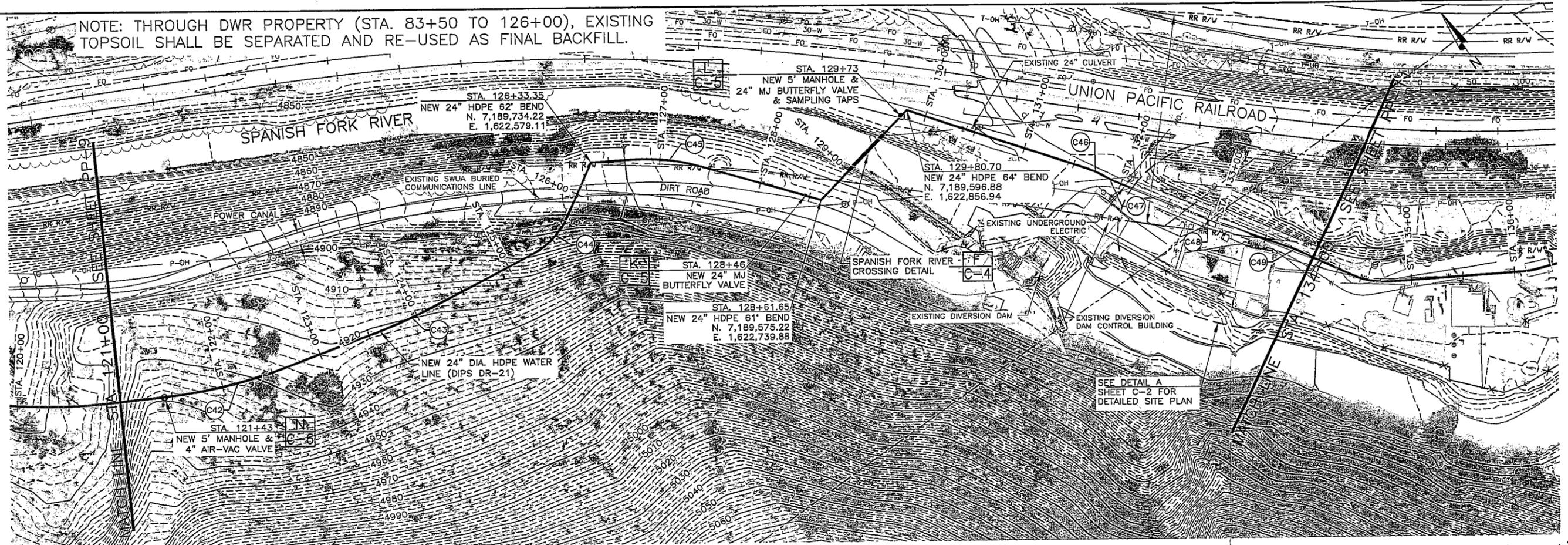
NO.	DATE	REVISIONS	BY	APVD.

SCALE AS SHOWN  
SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK, UTAH 84660

CRAB CREEK TRANSMISSION LINE - PHASE 1  
PLAN & PROFILE  
STA. 108+00 TO STA. 121+00

SHEET PP-9  
348.11.100

NOTE: THROUGH DWR PROPERTY (STA. 83+50 TO 126+00), EXISTING TOPSOIL SHALL BE SEPARATED AND RE-USED AS FINAL BACKFILL.



- NOTES:
1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
  2. EXISTING UTILITIES LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
  3. THE MINIMUM SLOPE OF THE WATER LINE SHALL BE 0.3% WITH NO LOCAL HIGH POINTS EXCEPT AS INDICATED ON THE DRAWINGS.
  4. MAXIMUM BENDING RADIUS OF 24" HDPE PIPE (DR-21) SHALL BE 54 FEET OR MANUFACTURER'S PUBLISHED RADIUS.
  5. MINIMUM COVER OVER PIPE SHALL BE 4', EXCEPT IN RAILROAD RIGHT-OF-WAY, WHICH SHALL BE 5' MIN. COVER.

**EXHIBIT I**

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\EAST DESIGN\PP-10.DWG  
FILE DATE: 9.30.2011 12:11:05 (JEB)

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

PROJECT ENGINEER

DESIGNED JEB	3
DRAFTED	2
CHECKED TBT	1
DATE	OCTOBER 2011
NO.	
DATE	

REVISIONS	
NO.	DESCRIPTION

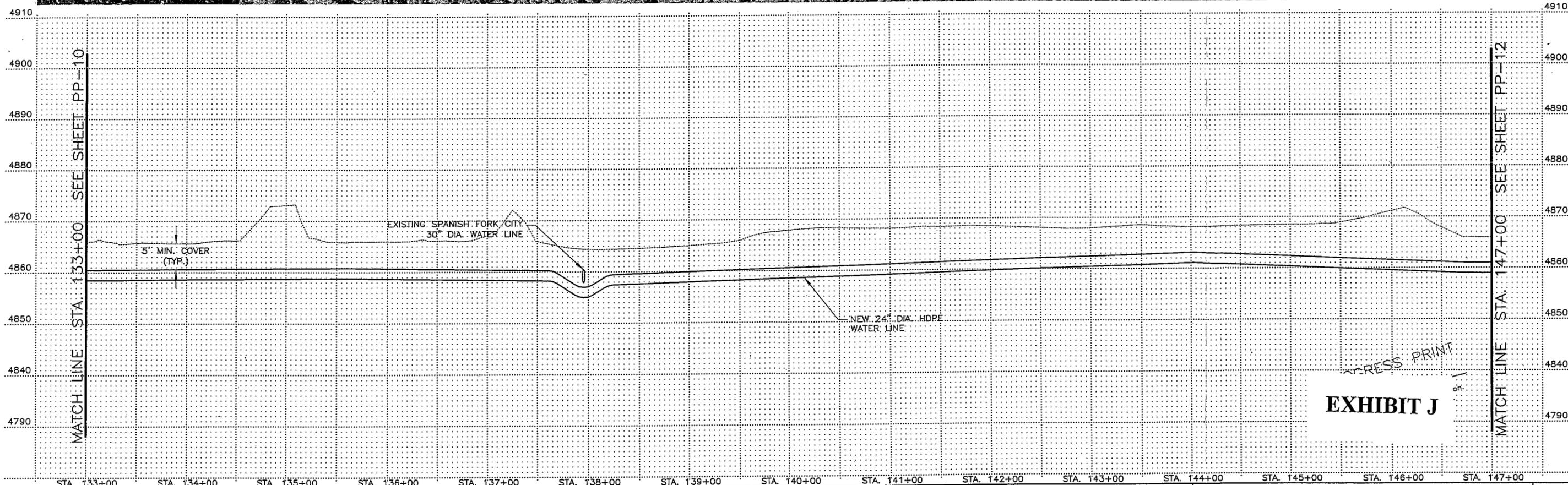
SCALE: AS SHOWN

**SPANISH FORK CITY**  
40 SOUTH MAIN  
SPANISH FORK, UTAH 84680

**CRAB CREEK TRANSMISSION LINE - PHASE 1**  
PLAN & PROFILE  
STA. 121+00 TO STA. 134+00

SHEET  
**PP-10**  
348.11.100

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\EAST DESIGN\PP-11.DWG  
 FILE DATE: 7/7/2011 16:28:47 (MSH)



**HANSEN  
 ALLEN  
 & LUCE<sub>INC</sub>**  
 ENGINEERS

DESIGNED TBT 3  
 DRAFTED JGH 2  
 CHECKED 1  
 DATE JULY 2011 NO. DATE

REVISIONS		BY	APVD.

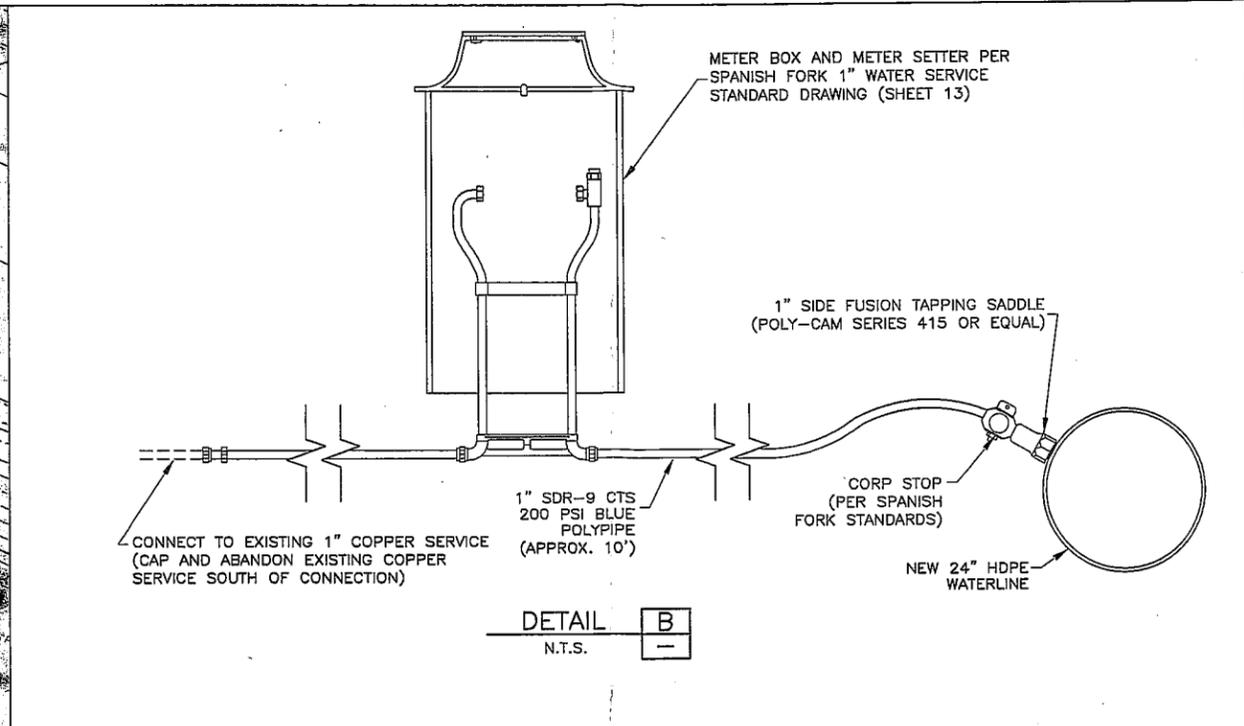
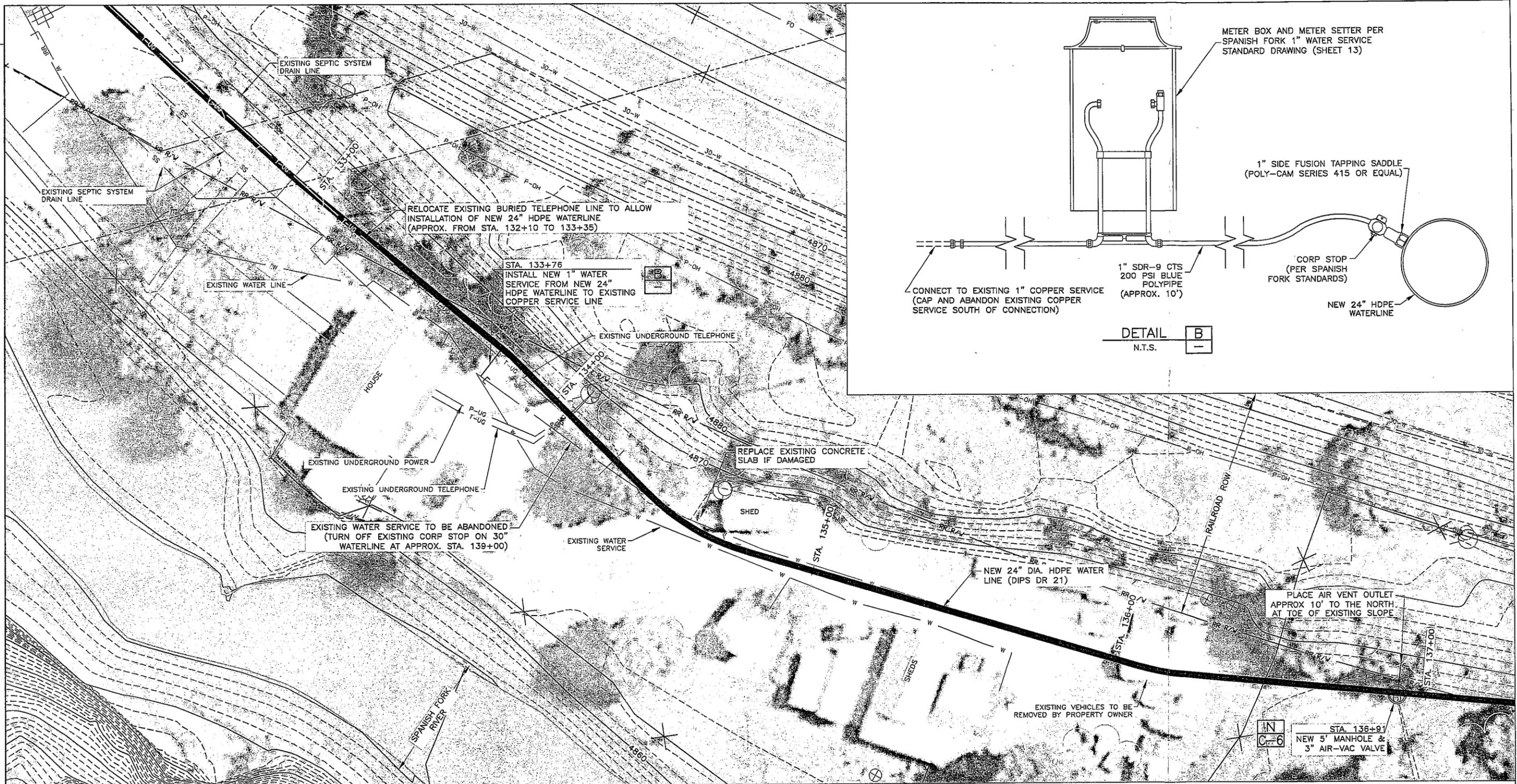
SCALE  
**SPANISH FORK CITY**  
 40 SOUTH MAIN  
 SPANISH FORK, UTAH 84660

**WATER SYSTEM IMPROVEMENTS  
 PLAN & PROFILE  
 STA. 133+00 TO STA. 147+00**

SHEET  
**PP-11**  
 348.10.300

EXHIBIT J  
 PRESS PRINT

FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CAOFILES\DETAIL SHEETS\C-2 DAM TENDER SITE PLAN.DWG  
 FILE DATE: 9.30.2011 12:32:22 (JEB)



DAM TENDER SITE PLAN 

A	A
PP-10	PP-11

  
 0 15 30  
 SCALE IN FEET

NOTE: FROM STA. 134+25 TO STA. 136+40, THROUGH DISTURBED AREAS PLACE 6" OF UBC

**EXHIBIT K**



**HANSEN  
 ALLEN  
 & LUCE**  
 ENGINEERS

DESIGNED JEB	3				
DRAFTED	2				
CHECKED TBT	1				
DATE	OCTOBER 2011	NO.		DATE	
PROJECT ENGINEER		REVISIONS			
				BY	APVD.

SCALE AS SHOWN  
**Spanish Fork**  
 40 SOUTH MAIN  
 SPANISH FORK, UTAH 84660

SPANISH FORK CITY  
 CRAB CREEK TRANSMISSION LINE - PHASE 1  
 CIVIL  
 DAM TENDER SITE PLAN

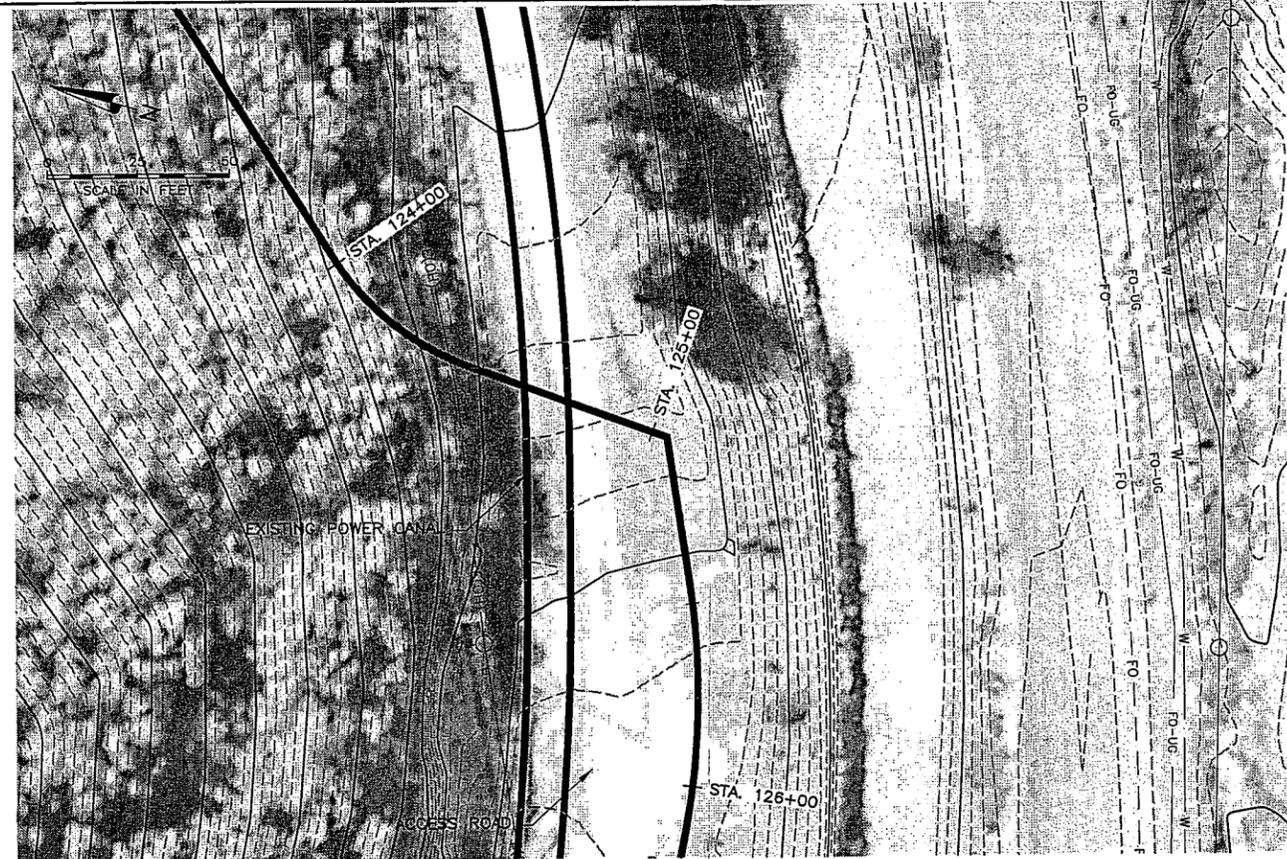
SHEET  
**C-2**  
 348.11.100



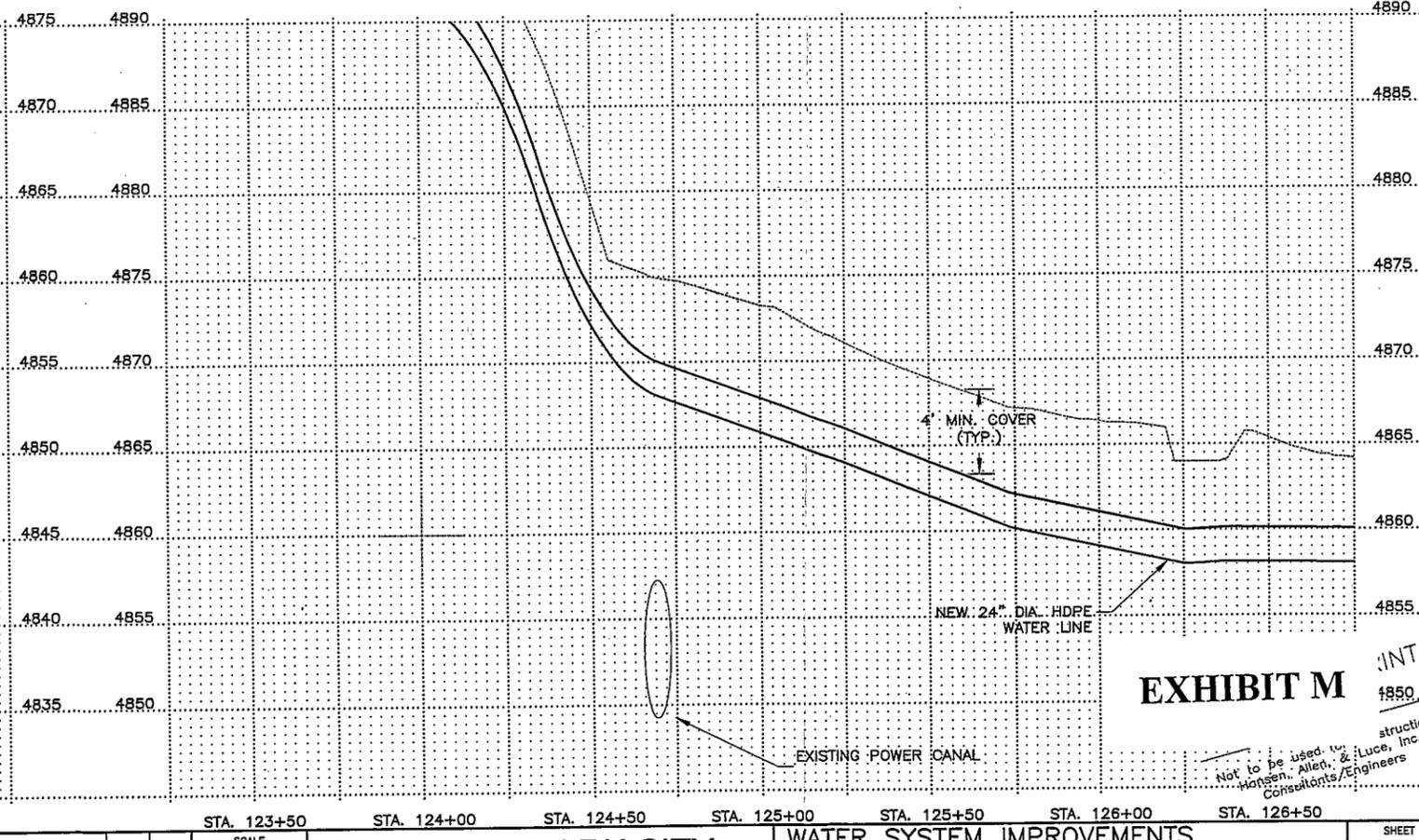
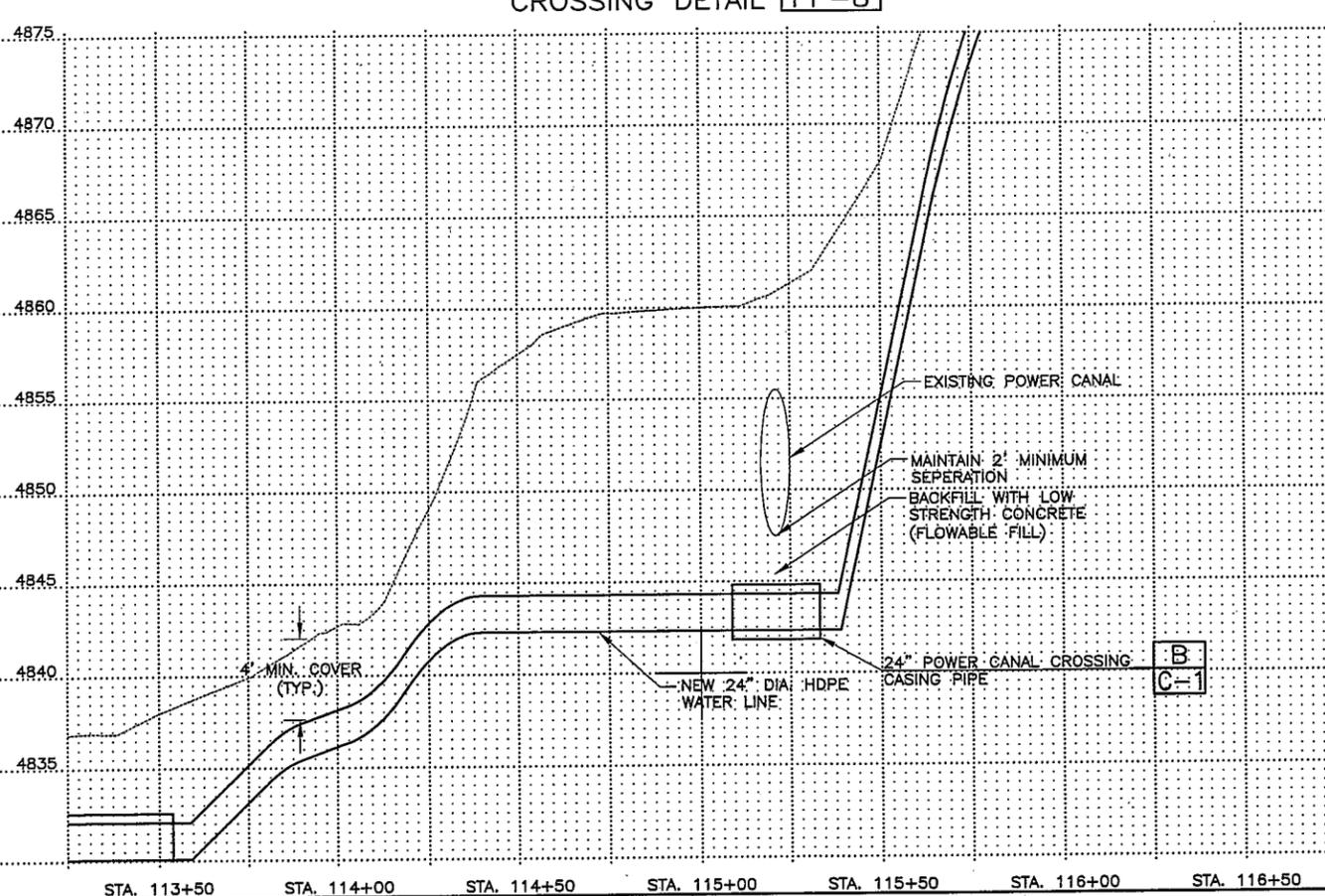
FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\EST DESIGN\C-4.DWG  
 FILE DATE: 7.11.2011 16:49:42 (MSH)



POWER CANAL 2 **A**  
 CROSSING DETAIL **PP-8**



POWER CANAL 1 **B**  
 CROSSING DETAIL **PP-9**



**EXHIBIT M** INT

Not to be used without the approval of Hansen, Allen, & Luce, Inc. Consultants/Engineers

**HANSEN ALLEN & LUCE**  
 ENGINEERS

DESIGNED	TBT	3	
DRAFTED	JGH	2	
CHECKED		1	
DATE	JUNE 2011	NO.	DATE

REVISIONS

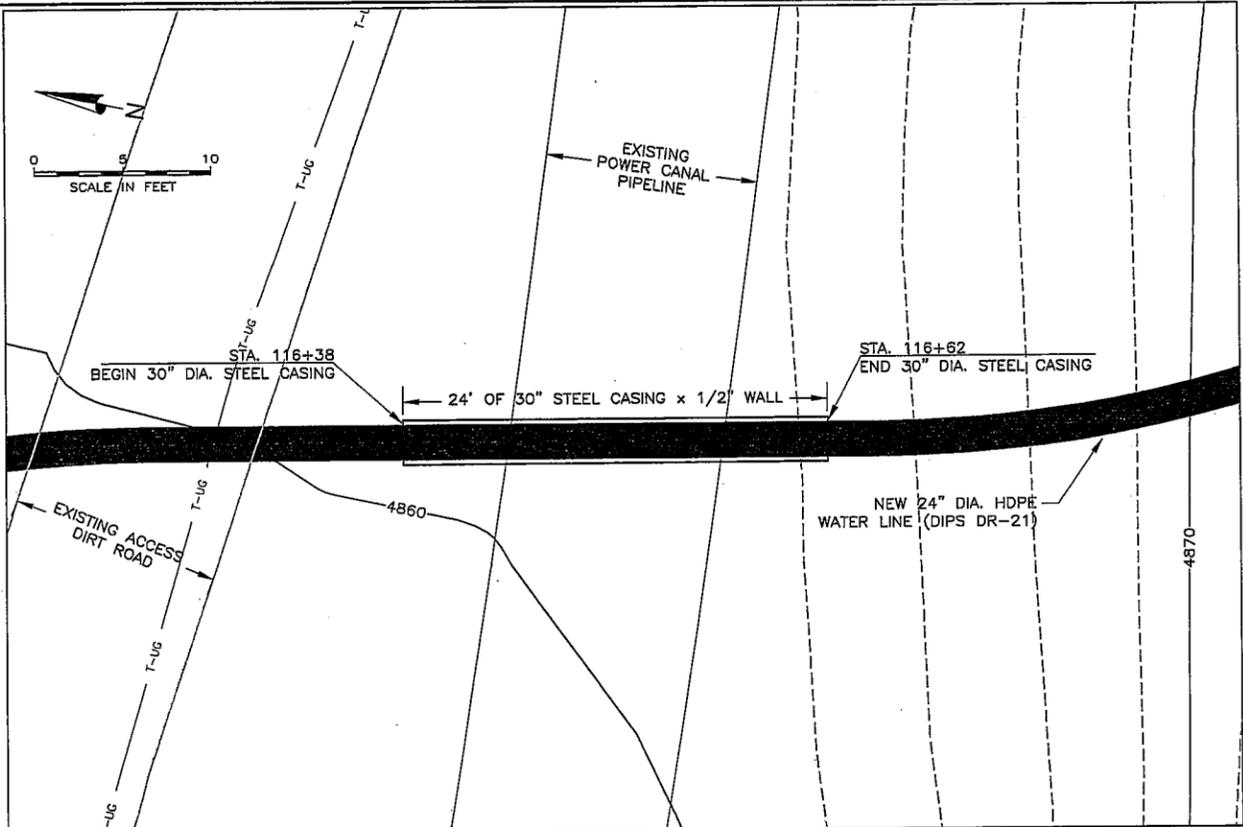
BY	APVD.

**SPANISH FORK CITY**  
 40 SOUTH MAIN  
 SPANISH FORK, UTAH 84660

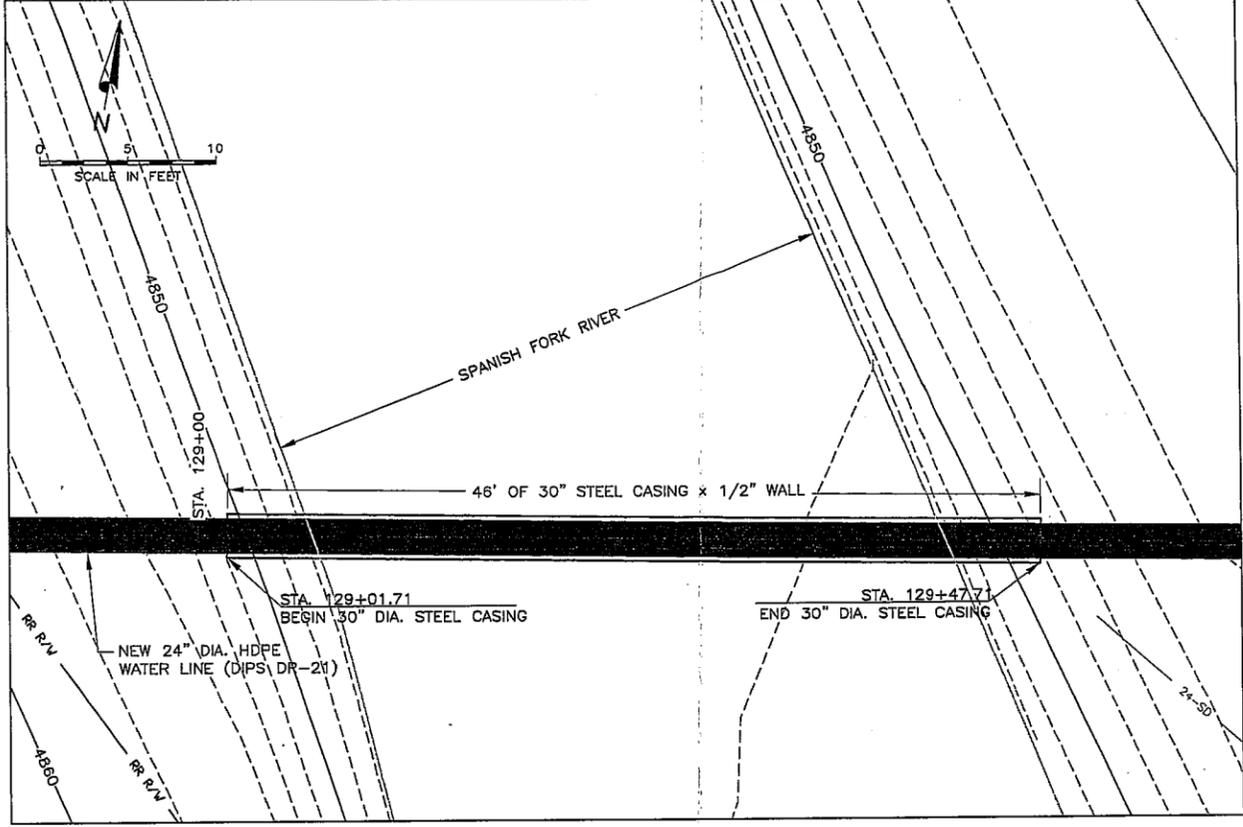
**WATER SYSTEM IMPROVEMENTS**  
 CIVIL  
 POWER CANAL EAST BRANCH

SHEET  
**C-4**  
 348.10.300

FILE NAME: PROJECTS\349 - SPANISH FORK CITY\0.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\DETAIL SHEETS\C-4 POWER CANAL\_SF RIVER\_XING.DWG  
 FILE DATE: 9:30:2011 12:43:50 (WEB)



POWER CANAL CROSSING DETAIL E PP-9



SPANISH FORK RIVER CROSSING DETAIL F PP-10

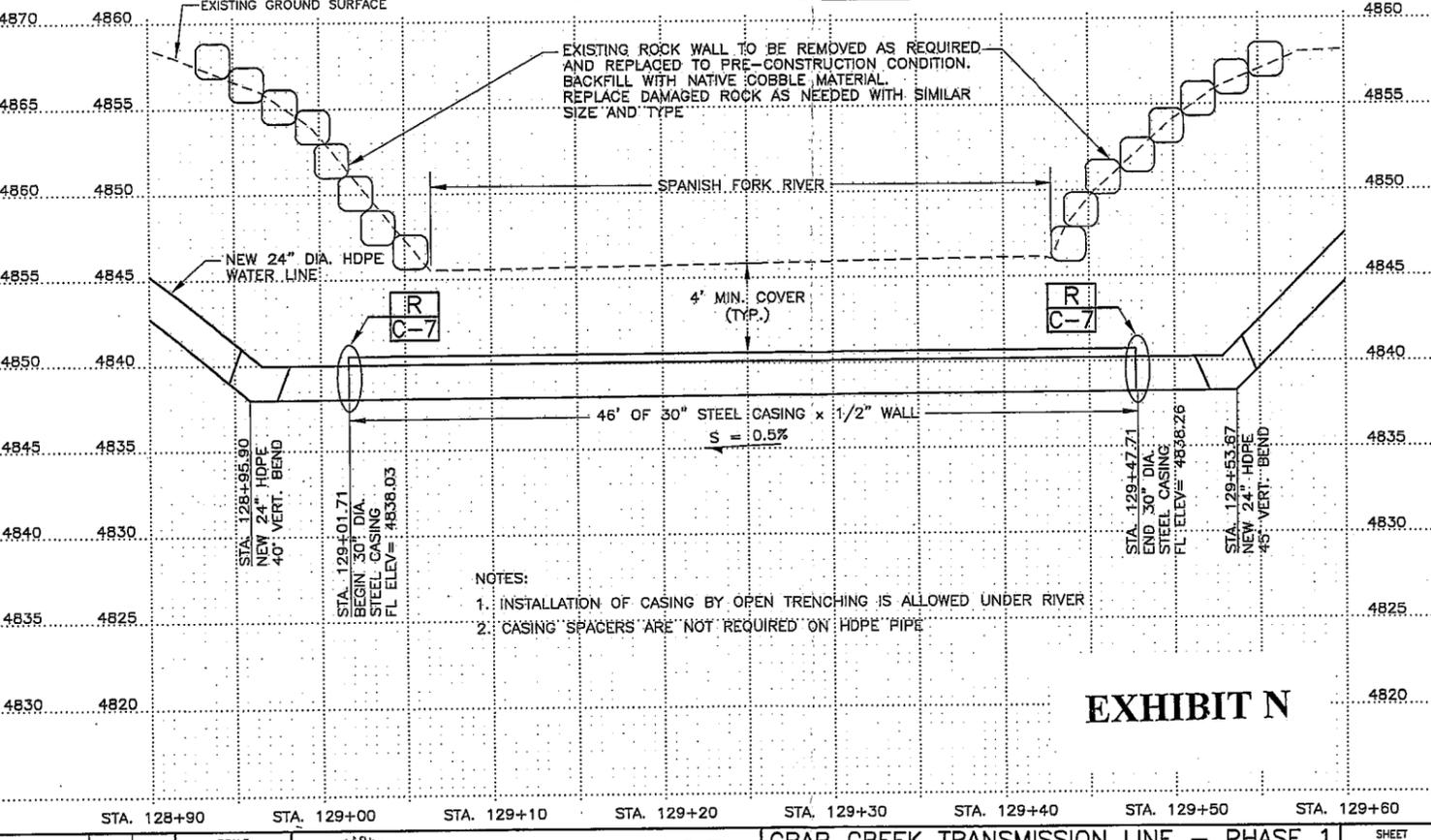
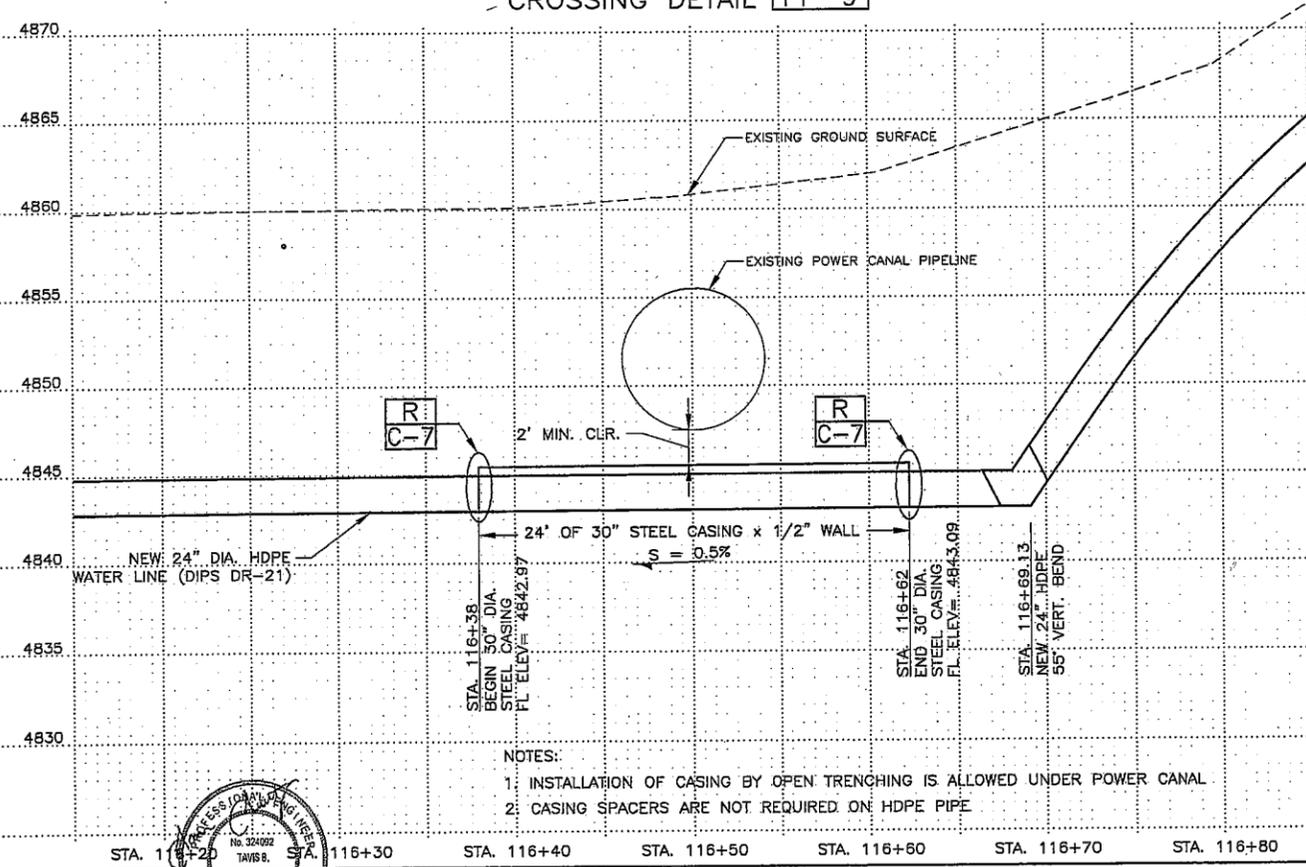


EXHIBIT N

PROJECT ENGINEER

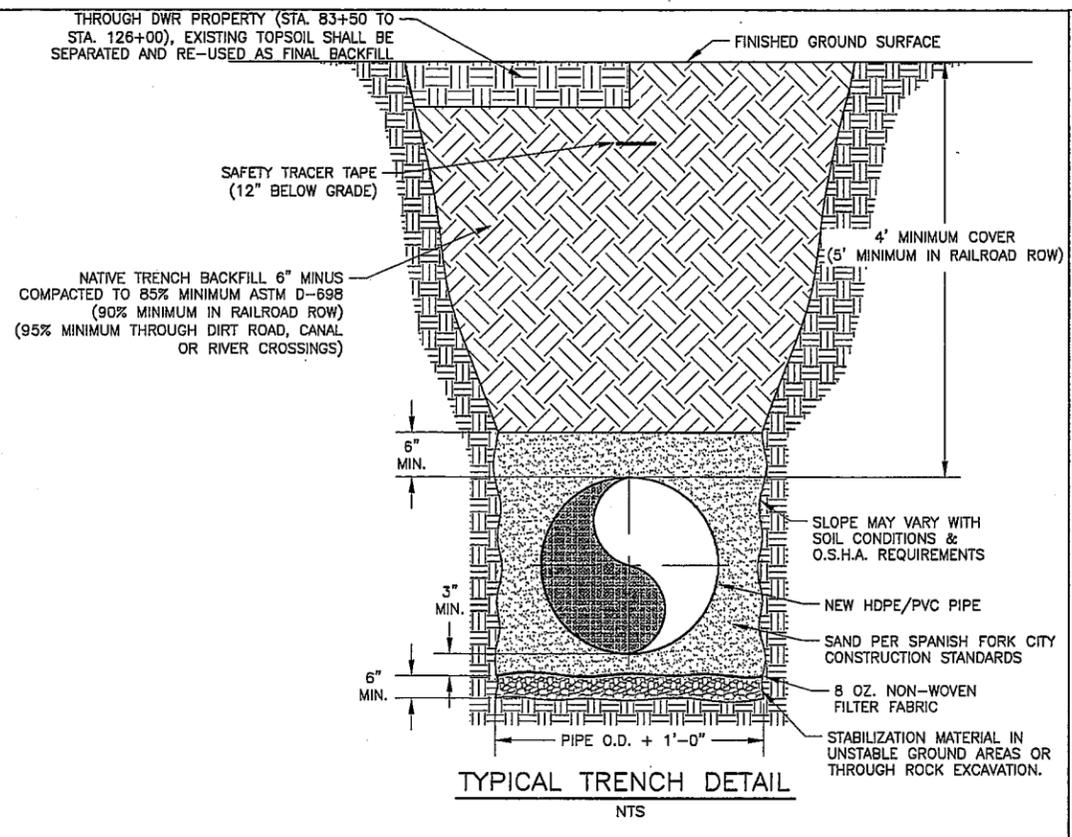
DESIGNED	JEB	3	
DRAFTED		2	
CHECKED	TBT	1	
DATE	OCTOBER 2011	NO.	DATE

SCALE AS SHOWN  
  
 SPANISH FORK CITY  
 40 SOUTH MAIN  
 SPANISH FORK, UTAH 84660

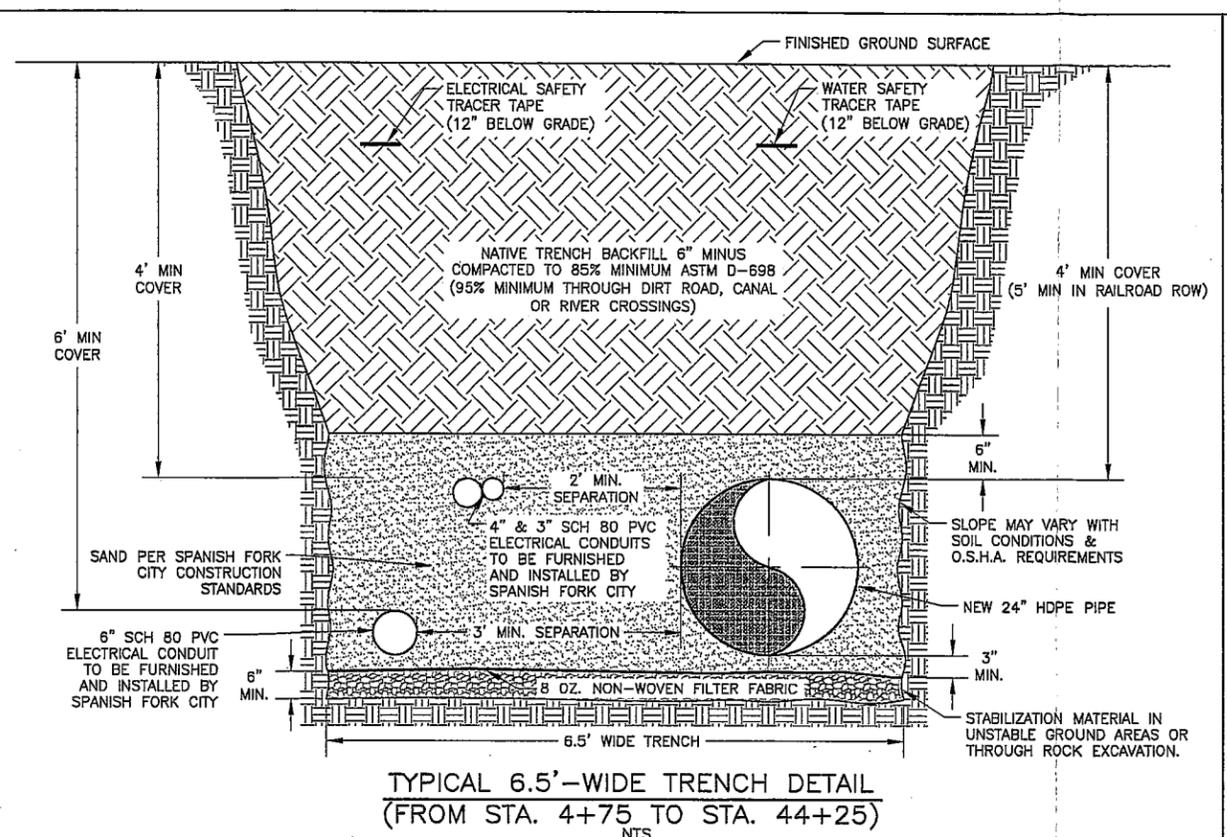
CRAB CREEK TRANSMISSION LINE - PHASE 1  
 CIVIL  
 POWER CANAL & RIVER CROSSING DETAILS

SHEET C-4  
 348.11.100

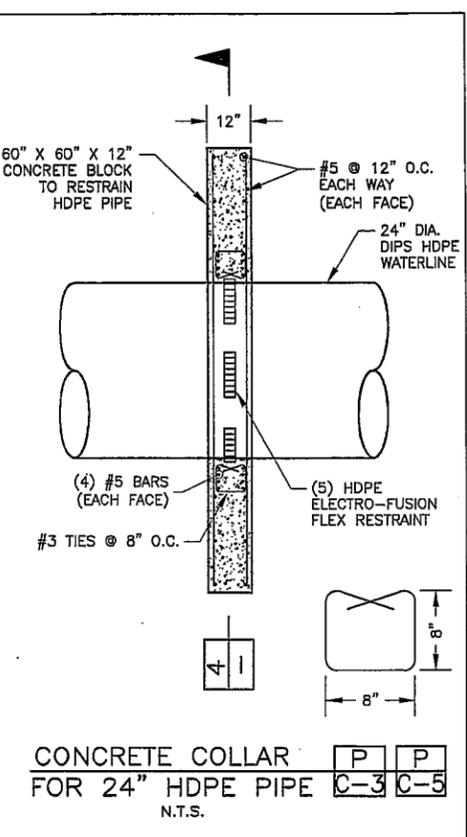
FILE NAME: PROJECTS\348 - SPANISH FORK CITY\10.200 - CRAB CREEK PIPELINE PRELIMINARY DESIGN\CADFILES\DETAIL SHEETS\C-7 MISC DETAILS.DWG  
 FILE DATE: 9.30.2011 12:50:34 (JEB)



TYPICAL TRENCH DETAIL  
NTS

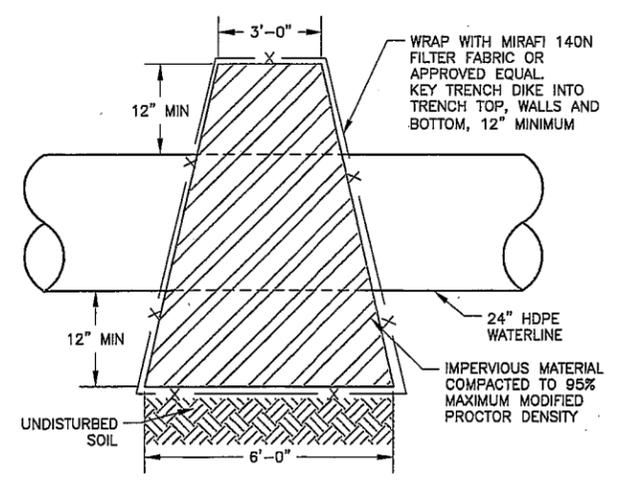


TYPICAL 6.5'-WIDE TRENCH DETAIL  
(FROM STA. 4+75 TO STA. 44+25)  
NTS



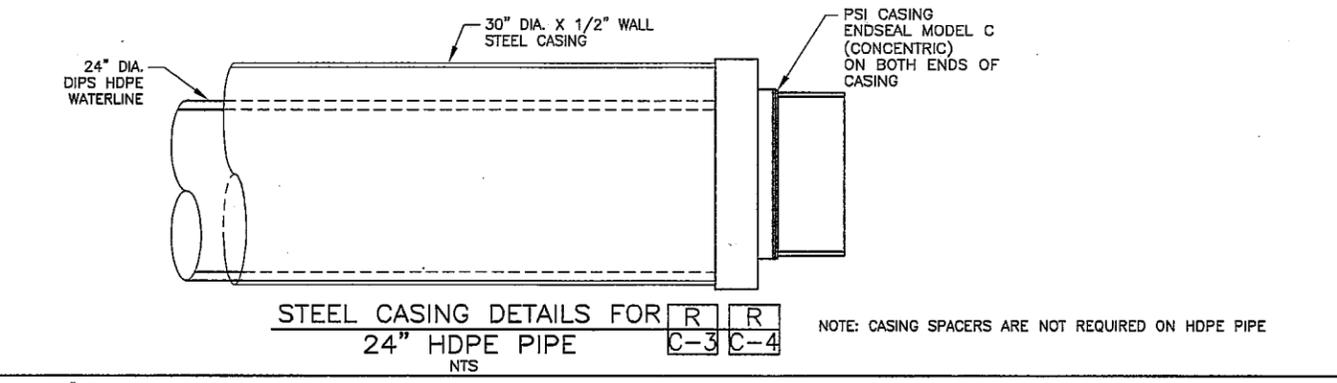
CONCRETE COLLAR FOR 24" HDPE PIPE  
NTS.

NOTE: CLAY SHALL BE CLASSIFICATION CL ASTM 2487, AASHTO A-7, HOMOGENEOUS, UNIFORM, AND FREE OF ORGANIC MATTER, FROZEN MATERIAL, DEBRIS, ROCKS AND DELETERIOUS MATERIAL. PLASTICITY INDEX ABOVE 15% AND PERCENT PASSING #4 SIEVE SHALL BE 90%.

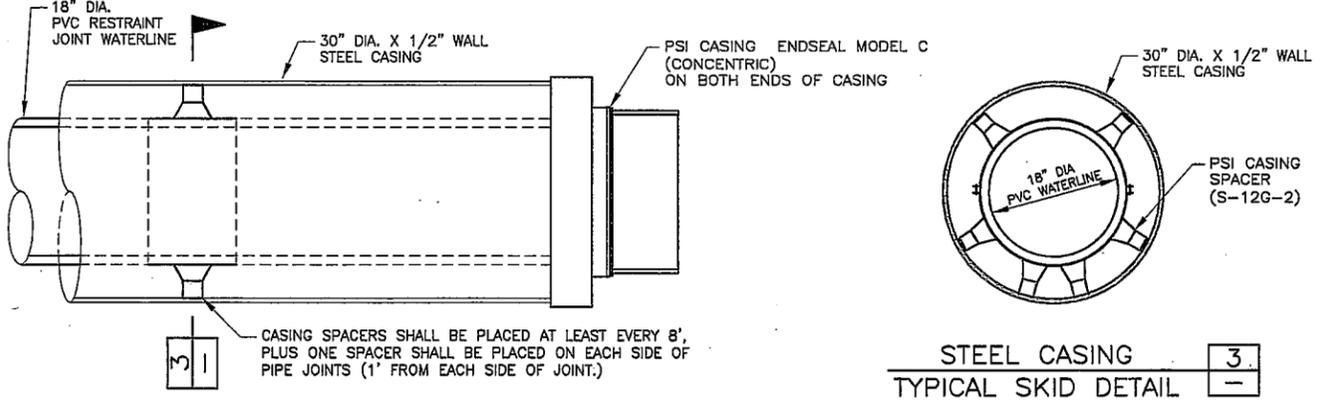


TYPICAL CLAY CUTOFF DETAIL  
NTS.

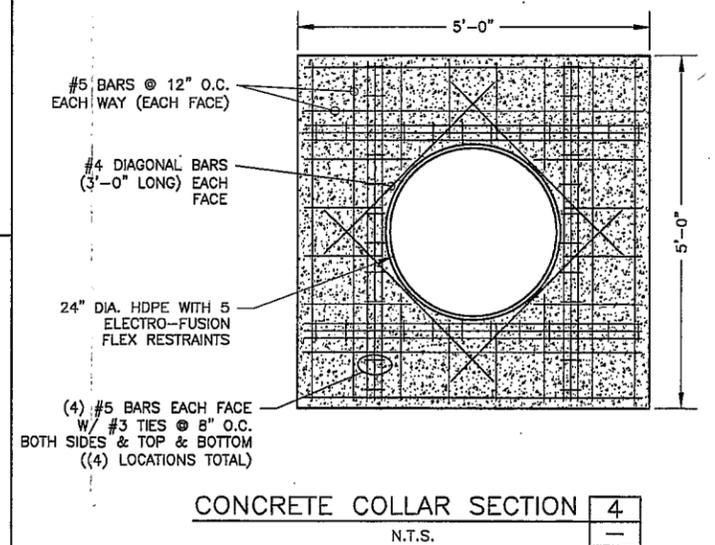
Q	Q	Q
PP-13	PP-14	C-3



STEEL CASING DETAILS FOR 24" HDPE PIPE  
NTS



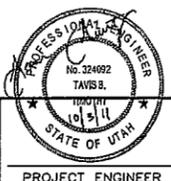
STEEL CASING DETAILS FOR 18" PVC WATERLINE  
NTS.



CONCRETE COLLAR SECTION 4  
NTS.

STEEL CASING TYPICAL SKID DETAIL  
NTS.

**EXHIBIT O**



DESIGNED JEB	3
DRAFTED JEB	2
CHECKED TBT	1
DATE	OCTOBER 2011

NO.	DATE	REVISIONS	BY	APVD.

SCALE  
NOT TO SCALE



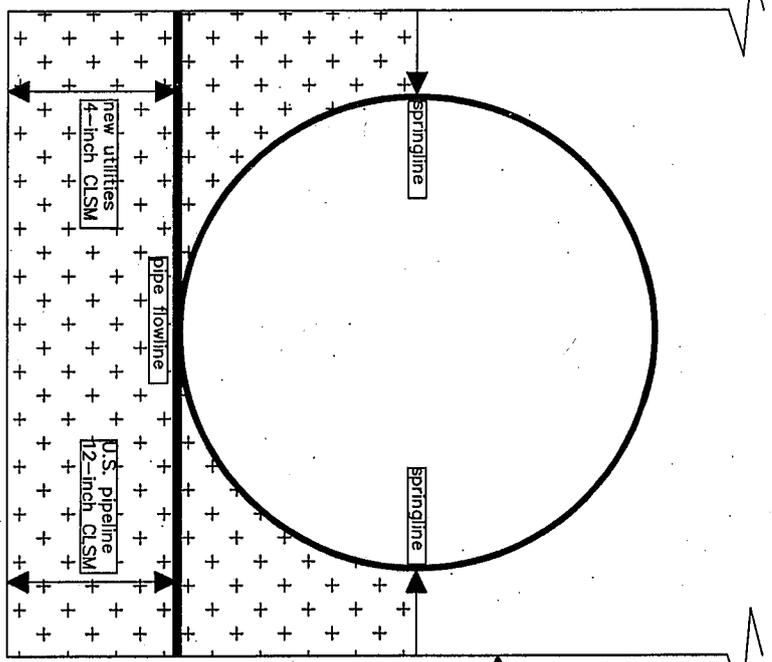
SPANISH FORK CITY  
40 SOUTH MAIN  
SPANISH FORK, UTAH 84660

CRAB CREEK TRANSMISSION LINE - PHASE 1  
CIVIL  
MISCELLANEOUS DETAILS

SHEET  
C-7  
348.11.100

**CLSM (Controlled Low Strength Material)  
BACK FILL GUIDELINES FOR UTILITIES  
CROSSING BENEATH UNITED STATES EASEMENTS**

CLSM (CONTROLLED LOW STRENGTH MATERIAL)  
SHALL HAVE AN UNCONFINED MINIMUM  
COMPRESSIVE STRENGTH OF 50psi, AND NO  
MORE THAN 200psi AT 28-DAYS



All new utilities shall be  
backfilled using CLSM  
(Controlled Low Strength  
Material) from a minimum  
4-inches beneath the casing  
to spring line.  
The United States pipeline shall  
be backfilled using CLSM from  
a minimum 12-inches to  
springline.

EXHIBIT 1 P

**ALWAYS THINK SAFETY**

DEPARTMENT OF THE ARMY  
ENGINEER REGIMENT  
PROVIDENT DISTRICT  
PROVIDENT DISTRICT

DESIGNED BY: [Name]  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

PROJECT TITLE: [Title]  
DWG. NO. [Number]

DATE AND TIME PLOTTED  
PLOTTER  
PRINTED BY  
SCALE



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: November 9, 2011  
Re: Easement Agreement with Staker Parson Companies

---

## **STAFF REPORT**

Spanish Fork City is about to construct a water transmission line down the canyon. The easement referenced in this agreement is to permit that line to run across property owned by Staker Parson Companies. We estimated the value of this easement would be less than the cost of an appraisal so we negotiated at purchase price of \$1,000.

We recommend that the city council approve this easement agreement with Staker Parson Companies for the amount of \$1,000.

Attached: agreement



**SPANISH FORK CITY CRAB CREEK TRANSMISSION LINE PROJECT  
EASEMENT AGREEMENT**

This agreement is entered between STAKER & PARSON COMPANIES (Owner) and SPANISH FORK CITY (City) for the purpose of constructing and maintaining the Crab Creek Transmission Line and a Buried Power Line along the property owned by Owner.

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

WHEREAS, City is desirous of obtaining an easement though property owned by Owner for the purpose of constructing and maintaining a water line and buried power line;

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

1. Public Utility Easements are described as follows:

EASEMENT#1

A 15.0 FOOT WIDE EASEMENT 36.79 FEET LONG LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. THE EASEMENT CONSISTS OF A 7.5 FOOT OFFSET TO EITHER SIDE FROM THE CENTERLINE DESCRIBED BELOW:

COMMENCING AT A POINT WHICH LIES WEST 528.03 FEET AND NORTH 739.74 FEET, MORE OR LESS, FROM THE SOUTHEAST (SE) CORNER OF SECTION 34 IN TOWNSHIP 8 S AND RANGE 3 E ON AN EXISTING UTILITY EASEMENT; THENCE S 32° 32' 05" E A DISTANCE OF 36.79 FEET, MORE OR LESS TO THE STAKER PARSON'S PROPERTY LINE.

CONTAINING: 0.013 ACRES

EASEMENT#2

A 10.0 FOOT WIDE EASEMENT 121.13 FEET LONG LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 8 S RANGE 3 E, SALT LAKE BASE AND MERIDIAN. THE EASEMENT CONSISTS OF A 5 FOOT OFFSET TO EITHER SIDE FROM THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT WHICH LIES WEST 528.03 FEET AND NORTH 739.74 FEET, MORE OR LESS, FROM THE SOUTHEAST (SE) CORNER OF SECTION 34 IN TOWNSHIP 8 S AND RANGE 3 E ON AN EXISTING UTILITY EASEMENT; THENCE S 32° 32' 05" E A DISTANCE OF 36.79 FEET, MORE OR LESS TO THE STAKER PARSON'S PROPERTY LINE.

CONTAINING: 0.028 ACRES

2. City shall cause a water line to be constructed through easement #1 and a buried power line through easement #2 as granted herein. The contractor doing the installation shall be required to haul away and dispose of any rubbish, sticks, trash, 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 \$ 1,000.00 for these easements.

4. City shall be responsible for restoring all surface improvements during construction of the pipeline, including reseeding all of the disturbed areas at the Owners property.

5. Owner will provide construction access and construction staging along the easement corridor mentioned above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

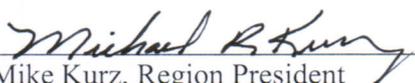
SPANISH FORK CITY by:

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

ATTEST:

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

STAKER & PARSON COMPANIES by:

  
\_\_\_\_\_  
Mike Kurz, Region President



## STAFF REPORT

**DATE:** 11/10/2011  
**TO:** Honorable Mayor and City Council  
**FROM:** Cris Child  
**SUBJECT:** WETLAND MITIGATION AGREEMENT WITH JERRY GROVER

---

### **RECOMMENDED MOTION**

Motion to Approve subject to budgeted limit of \$630,000.00

### **BACKGROUND**

This is a revision of an agreement previously approved by the Council where in raw land would be purchased from Mr. Grover and the Wetlands would have been contracted to be built.

### **DISCUSSION**

Under this revised agreement, Mr. Grover will provide the completed wetlands. The total funds we have available for this Wetland Mitigation from an FAA Grant and our budgeted matching funds is \$630,000.00. Under this Draft Agreement if no additional acreage is required by the Army Corps of Engineers, the cost will be \$578,291.00 for 6.92 Acres. We don't anticipate the acreage changing at this point, but minor changes are possible based on the final report from the Army Corps of Engineers. Therefore we are requesting approval subject to the final acreage not exceeding our maximum budgeted amount.

Name Cris Child  
Title Airport Manager

Attachments  
Draft Agreement  
Airport Board Letter of Recommendation  
cc:

**WETLAND MITIGATION AGREEMENT**  
between  
**The Cities of Spanish Fork and Springville, Utah**  
and  
**Jerry and Miriam Grover**

**WHEREAS**, the discharge of dredged or fill material into waters of the United States, including wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. 1344; and

**WHEREAS**, the Cities of Spanish Fork and Springville, Utah (the "Cities") plan to place dredged or fill material into waters of the United States, including wetlands, for planned improvements to the Spanish Fork-Springville Airport (the "Airport") and must comply with standards and conditions imposed by the U.S. Army Corps of Engineers (the "Corps") including, in many cases, the mitigation of wetland impacts; and

**WHEREAS**, the Cities are the co-owners of the Airport; and

**WHEREAS**, the Cities are in the process of obtaining a Section 404 Permit (the "Permit") from the Corps for the anticipated impacts to wetlands; and

**WHEREAS**, efforts to create and/or restore wetlands are often most successful when directed towards the establishment of large, varied wetland ecosystems rather than small, isolated wetlands which are often threatened by urban encroachment; and

**WHEREAS**, Jerry Grover ("Grover") has established a site for compensatory wetland mitigation, which will provide the Airport with the opportunity to fulfill its obligation to mitigate wetland impacts as required under Section 404 of the Clean Water Act; and

**WHEREAS**, Grover will, for a fee, provide credit to the Cities for wetlands in the State of Utah which are created, maintained, and managed in perpetuity by Grover, or its designee.

**THEREFORE**, the Cities and Grover agree they will comply with the following guidelines and procedures by which Grover will provide the Cities with the wetland mitigation required by the Corps which will serve to mitigate wetland impacts resulting from improvements to the Airport permitted under Section 404 of the Clean Water Act.

**I. OBLIGATIONS OF THE CITIES**

- A. Pursuant to the requirements of Section 404 of the Clean Water Act, and the regulations promulgated thereunder, the Cities are obligated to mitigate for 1.51 acres of wetland impacts resulting from improvements to the Airport by creating 2.98 acres of wet meadow, 1.58 acres of emergent marsh, 1.49 acres of upland buffer, and preservation of 0.87 acres of existing wetlands for a total site area of 6.92 acres or as otherwise stipulated in the Permit.
- B. The Cities hereby agree to pay Grover the amount of \$578,291 in consideration for the use of the land in perpetuity and the credit received from the Corps for the creation of 2.98 acres of wet meadow, 1.58 acres of emergent marsh, 1.49 acres of upland buffer and preservation of 0.87 acres of existing wetlands on 6.92 acres of land owned by Grover.

## II. OBLIGATIONS OF GROVER

- A. In consideration for the payment of \$578,291 by the Cities, Grover agrees to provide 6.92 acres of land and to create, monitor and maintain:

2.98 acres of Wet Meadow Wetlands  
1.58 acres of Emergent Marsh Wetlands  
1.49 acres of Upland Buffer  
0.87 acres of Wetland Preservation;

as compensatory mitigation for the anticipated impacts from the proposed Airport improvements.

- B. Grover shall provide financial assurances to the Corps and to the Cities to guarantee the completion of the compensatory mitigation required by this Agreement in accordance with the final design plans and specifications approved by the Corps.
- C. After all conditions enumerated in Section IV of this Agreement are completed Grover shall declare and record the Declaration of Restrictions included in Attachment A of this Agreement upon 6.92 acres of land described below (the "Site") and as further shown in Exhibit 1:

The Site: A parcel of land located in the Northwest Quarter of Section 33, Township 7 South, Range 2 East, Salt Lake Base & Meridian, Utah County more particularly described as follows:

Commencing at a point located N89°42'12"W a distance of 621.03 feet along the south section line and north a distance of 2771.26 feet from the south quarter corner of said section 33, said point being the real point of beginning:

Thence north a distance of 717.39 feet; thence S87°30'00"E a distance of 99.00 feet; thence S66°00'00"E a distance of 276.84 feet; thence S20°55'16"E a distance 479.40 feet; thence South a distance of 152.89 feet; thence N89°58'34"W a distance of 523.00 feet to the point of beginning.

Containing 301,361 sq. feet or 6.92 acres.

- C. Grover shall construct, maintain and monitor compensatory wetlands in accordance with the approved Permit until the vegetation density is established and signed off by the Corps.
- E. Grover shall be responsible for the long-term management and protection of the Site resulting from this Agreement until and unless that obligation is transferred to a third-party who agrees to accept that responsibility. In the event Grover is unable to transfer this obligation to a third party he may transfer it to the Cities in conjunction with a payment of a long-term management endowment of \$7,000 to the Cities.
- F. Grover shall provide access to the Site in perpetuity through the remaining portion of his parcel via 2800 West to the designated land manager for long-term management.

### **III. TERMS OF PAYMENT**

- A. An initial payment of \$427,697 shall be made upon execution of this Agreement, the satisfaction of all Conditions in Section IV of this Agreement, and the recording of the Declaration of Restrictions set forth in Paragraph II.C.
- B. The balance of the payment (\$150,594) shall be placed in an escrow account and shall be released to Grover in three installments of \$50,198 each. The first installment shall be released upon the start of construction of the wetlands, the second installment shall be released upon 50% completion of construction of the wetlands and the third installment shall be released upon 100% completion of the construction of the wetlands and acceptance by the Corps.

### **IV. CONDITIONS**

- A. The Corps' issuance of a Clean Water Act Section 404 Permit for the planned Airport improvements.
- B. The Corps' approval of the Mitigation Plan using the Site for compensatory mitigation of the planned Airport improvements.

### **V. TERMINATION/MODIFICATION**

- A. Both parties retain their individual rights to terminate this Agreement if after six (6) months from the execution of this Agreement all of Conditions A through C in Section IV have not yet been met. Provided, however, that the terminating party must notify the other party in writing no less than 30 days prior to terminating the Agreement.
- B. Modifications to this Agreement must be made in writing by both parties. This document, and any modifications, may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties.

### **VI. MEDIATION**

- A. In the case of a dispute between the parties which cannot be resolved by mutual agreement, both parties desire to achieve an efficient resolution to said dispute. Therefore, both parties agree to submit all claims and disputes arising out of this Agreement that cannot be resolved within forty-five (45) days of time when the dispute was first raised in writing by a disputing party to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Cities:

City of Spanish Fork, Utah

City of Springville, Utah

\_\_\_\_\_  
G. Wayne Andersen, Mayor

\_\_\_\_\_  
Wilford W. Clyde, Mayor

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

Grover:

\_\_\_\_\_  
Jerry Grover

\_\_\_\_\_  
Miriam Grover

Date of Grovers' signature \_\_\_\_\_, 2011

DRAFT

DRAFT



# Letter of Recommendation to City Council

Springville City Board Name: Airport

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b> <u>11-3-2011</u>
	<u>Wetland Agreement with Jerry Crover</u>	

<b>Motion by:</b> <u>Brian</u>	<b>Second by:</b> <u>Richard</u>
--------------------------------	----------------------------------

<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/> <b>APPROVE</b>	<input type="checkbox"/> <b>DISAPPROVE</b>	<input type="checkbox"/> <b>OTHER:</b>
-----------------------	--	--	--

**CONDITIONS OF APPROVAL:**

Subject to the final acreage amount being worked out with the Army Corps of Engineers. The current estimate is 6.92 Acres at a cost of \$578,291.00. Final acreage cost may not exceed \$630,000.00 which is the total of our Grant and Budgeted Matching funds.

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>RICHARD DAVIS</u>	<input checked="" type="checkbox"/>		
<u>JEAN F. OLSEN</u>	<input checked="" type="checkbox"/>		
<u>Brian Park</u>	<input checked="" type="checkbox"/>		
<u>Matthew Taylor</u>	<input checked="" type="checkbox"/>		
<u>Don Anderson</u>	<input checked="" type="checkbox"/>		

[Signature]  
Chair

11/03/2011  
Date



## STAFF REPORT

**DATE:** 11/10/2011  
**TO:** Honorable Mayor and City Council  
**FROM:** Cris Child  
**SUBJECT: HANGAR GROUND LEASE INCREASE**

---

### **RECOMMENDED MOTION**

Increase the San Miguel Valley Corp Ground Lease Rate by 5% each year until their rate equals the Hangar Ground Lease Rate being paid by the other Commercial Airport Patrons.

### **BACKGROUND**

The Airport Board is implementing a 3% increase in all Lease Rates at the Airport. Any increases above 3 percent requires City Council Approval. The Rocky Mountain Composites Lease which has been assumed by the San Miguel Valley Corp. has an increase ceiling of 5% per year which has resulted in their lease rate being roughly 10 cents per square foot lower than any other hangar ground lease on the Airport. Therefore the Airport Board is requesting that the Council approve a 5% increase to their Lease rate every year until they are on par with the rest of the Ground Leases at the Airport.

### **DISCUSSION**

### **ALTERNATIVES**

### **FISCAL IMPACT**

Name Cris Child  
Title Airport Manager

Attachments  
Airport Board Letter of Recommendation

***CITY COUNCIL AGENDA***