



## 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 July 31, 2012.**

### AGENDA ITEMS:

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

- a. Pledge, led by invitation
- b. Levi John Plaque Presentation

#### 2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

#### 3. COUNCIL COMMENTS:

#### 4. CONSENT ITEMS:

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

- a. \* Minutes of Spanish Fork City Council Meeting – July 17, 2012
- b. \* Rocky Mountain Power Gateway South Transmission Project, Consent to Entry
- c. \* Net Metering Agreement with William Whitney
- d. \* ICPE Master Services Agreement
- e. \* Strawberry Project Water Dedications Lease Back Agreements

#### 5. NEW BUSINESS:

- a. Planning Commission Appointments
- b. \* Resolution #12-07 Authorizing the Electric Superintendent to execute net metering contracts
- c. \* CitizenServe Service Agreement

### 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.

Tentative Minutes  
Spanish Fork City Council Meeting  
July 17, 2012

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

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder; Mark Byers, Animal Control Officer.

Citizens Present: Chelsea Smith, McKayla Smith, Tamyra Matheson, Amy Trujillo, Caitlyn Clegg, Ashley Silver, Brenda Quintana, Michelle Orton, Anthony Carter, Chase Johnson, Cassidy Johnson, Ryan Johnson, Drew Cordova, Martina Cordova, Richard A. Evans, Kristy Johnson, Sterling Johnson, Darlene Futch, John Futch, Kent Dansie, Bill Bushman, Shawn Eliot, Quinn Johnson, Amy Wall, Lindon Morrill, Lyle Haycock, Davy Crockett, Joe Millward, Kamie Millward, Kim Pierce, Cary Hanks, Crystal Allen, Chad Tueller, Michael Moore, Shawn Peterson.

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

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

McKayla Smith led in the pledge of allegiance.

The Spanish Fork Community Theater welcomed the public to the showing of "My Fair Lady".

Mayor Andersen swore in the Youth City Council. Mayor Tammirra Matheson; Ammy Trujillo, Social Chairman; Chelsea Smith, Planning; Anthony Carter, Public Relations Officer; Caitlyn Clegg, Recorder; Ashley Silver, Treasurer; Brenda Quintana, Service Chairman; Kelsie Wilson, Co-Mayor; Jean Sueng, Education Officer; Michelle Orton, Fundraising Officer.

Mayor Andersen awarded Sterling Johnson with the Employee of the Quarter.

Seth Perrins & Bill Bushman spoke of the great things that Mr. Johnson does.

**PUBLIC COMMENTS:**

Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce invited everyone to Fiesta Days and said the sidewalk sales will start on Friday.

Agenda Request – Drew Cordova

Mr. Cordova is here to ask the Council to change the City ordinance to allow potbelly pigs as house pets.

Council thanked Mr. Cordova for his preparation and they will meet with staff to discuss the request.

**COUNCIL COMMENTS:**

Councilman Leifson attended the APPA meetings in Washington DC for some great meetings.

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Councilman Dart thanked City staff for all their hard work in getting ready for Fiesta Days. Rodeo tickets are sold out for Friday and Saturday. There are still tickets available for Monday and Tuesday.

Councilman Scoubes said the Arts Council met and are starting to plan the Harvest Moon Hoorah.

Mayor Andersen agreed with Councilman Dart. It has been approximately 11 months in preparing the fairgrounds and many hours of hard work by many. Mayor Andersen thanked all those involved with this project.

Mayor Andersen also introduced the new Police Chief Steve Adams.

Councilman Davis said Fiesta Days has begun and there are many events to attend. Councilman Davis reviewed the schedule of events.

**CONSENT ITEMS:**

- a. Minutes of Spanish Fork City Council Meeting – June 26, 2012
- b. Schroeder – Real Estate Purchase Agreement Ratification
- c. Coombs Real Estate LLC – Real Estate Purchase Agreement Ratification
- d. Schwartz Investments LLC – Real Estate Purchase Agreement Ratification
- e. Swenson Properties LLC – Real Estate Purchase Agreement Ratification
- f. UDOT Main Street Trails and Sidewalk Agreement
- g. Electric System Model Contract
- h. Mountainland Aging Contract – Senior Center FY 2013
- i. Betts Property Exchange Agreement and Quit Claim Deed
- j. Arena Change Order

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

**PUBLIC HEARING:**

**Ordinance #09-12 Vacating 400 South Street at Approximately 800 East**

Chris Thompson said UDOT did a study to put a light at this intersection. The City would have to close 400 South at 800 East and make a cul-de-sac. The City is working with the residents and this design would make it safer for them.

Councilman Dart asked about the issues with the driveways.

Chris Thompson said it is not safe to have driveways in intersections. The one house could have their driveway through the cul-de-sac and the other could move their driveway to 820 East.

Councilman Gordon made a **Motion** to move into Public Hearing. Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:41p.m.

John Futch said he already has a big lot and the City wants to deed some of the excess land to him and he is asking for assistance with the landscaping because if the City just leaves it as dirt

97 he will just leave it for a while. The home next to him is in foreclosure and empty. If they relocate  
98 the driveway it is going to take up the backyard and will have a hard time selling the property.  
99

100 Darlene Futch is concerned about her driveway being on the major road. Ms. Futch thanked the  
101 City for taking the time to design this so they can move their driveway.  
102

103 Councilman Leifson made a **Motion** to move out of Public Hearing.  
104 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:45 p.m.  
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106 Councilman Davis asked if UDOT has talked about the Futch driveway.  
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108 Chris Thompson said no the City has been taking care of this situation.  
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110 Mayor Andersen asked who would be taking care of the landscaping by the cul-de-sac.  
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112 Chris Thompson said that would be negotiated.  
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114 Mayor Andersen asked if we are getting ahead of the game if the properties haven't been fully  
115 addressed yet.  
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117 Chris Thompson said the City is pushing for the driveways to be moved for safety. Having  
118 driveways on to a major road is unsafe. Mr. Thompson said that UDOT would put the light in and  
119 leave the driveways.  
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121 Junior Baker said Chris can send a letter to UDOT to say that the City agrees with the cul-de-  
122 sac, and would like to be informed when they are ready.  
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124 Chris Thompson said UDOT made the request for the cul-de-sac and still is evaluating the cost  
125 and if they have the money to construct it.  
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127 Councilman Leifson made a **Motion to Table** the Ordinance #09-12 Vacating 400 South Street at  
128 Approximately 800 East to a future meeting when UDOT has more answers.  
129 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.  
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131 **NEW BUSINESS:**  
132 **Mountainland Association of Governments – South County Presentation**  
133 Shawn Peterson gave a presentation regarding their project of reviewing and possibly renaming  
134 roads to make things simpler for motorists.  
135

136 **Resolution #12-06 Adopting the Amendments to the Personnel Policy**  
137 Seth Perrins reminded the council that staff presented changes a couple of months ago. With  
138 that came the change of the council approving the personnel policy manual. Mr. Perrins reviewed  
139 some of the changes in the Personnel Policy.  
140

141 Councilman Dart made a **Motion to approve** the Resolution #12-06 Adopting the Amendments to  
142 the Personnel Policy.  
143 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.  
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145 *Break at 7:24pm*

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*Reconvene at 7:30pm*

**WORK SESSION:**

**Maple Mountain Subdivision**

Mayor Andersen said this meeting is to resolve some confusion. Mayor Andersen explained that the City Council had not made a decision on this project. The City, Salisbury and Central Bank have worked together to try and find solutions. When this item was presented at Planning Commission meeting a letter was submitted by a citizen saying things were already decided by the City Council to date this is not the case. Mayor Andersen asked Salisbury to present the Maple Mountain Subdivision and the process that it has been through.

Chris Salisbury said this project goes back for about 5-6 years.

Rick Salisbury said in about 2005 he was approached by Dave Simpson about becoming involved. Dave Simpson was over everything and Rick Salisbury took over the townhome section. Dave Simpson developed the single family lots, Salisbury wasn't doing anything. The economy took a dive and Simpson was stuck. March 2009 Salisbury took over the developing, Simpson still owned the project. Not sure when but Simpson was approached by the school district to sell a portion of the development. Salisbury said he was out if they going to sell to the district.

Dave Anderson said the phasing plan requires the park to be constructed with the next phase.

Chris said when they came in to record a building of the townhomes, then found out that Simpson had made commitments that we did not know of. Dave Simpson did not communicate the change of the park with Rick Salisbury.

Councilman Davis said the storm drain system has to be built, the City needs it.

Dave Oyler said the plat that included the park was split in half. So the park was not triggered with the first half. Then if he came in after that to build, then the park would be triggered.

Dave Anderson said he has worked with Brent Bowers more than Dave Simpson on this project.

Dave Oyler said if the park does not get built, then housing cannot be built.

Councilman Scoubes asked to clarify with a master planned development there would be a park from the start. Salisbury says they didn't know.

Chris Salisbury explained that the unknown and confusion was the marriage of the park being connected to the single and multi-family homes building.

Councilman Gordon asked the status of the clubhouse.

Chris Salisbury has researched minutes and notes to find the trigger for the clubhouse. He was unable to find any information.

Dave Anderson said he believes that they are not behind. They would have to build four or so more buildings before it triggers the clubhouse to be built.

Dave Oyler said lets discuss the zoning of the property. If the plat is not approved tonight, in 2 weeks the plat expires and the lots go back to the 12,000 square foot zone.

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Mayor Andersen said Salisbury is willing to donate approximately 5 acres of land for the park and the City would have to collect impact fees to pay to develop the park.

Mayor Andersen said the options are: no park; or receive the land and find the money to develop the park.

Councilman Davis asked Chris Thompson how critical the retention basin is.

Chris Thompson said it is needed for a large area of the City, that includes the existing homes that have the sumps, plus the new development to come.

Dave Oyler said this meeting is to figure out the cheapest way for everyone to build the storm drain/park.

A citizen pointed out that there is not a park on the north side of Highway 6.

A citizen suggested making the park 5 acres instead of 7 acres and then add more homes.

The project is already at the maximum density, it wouldn't work.

Discussion about the park/storm drain.

Discussion about the land that was purchased from Dave Grotegut.

Lyle Haycock, lives on 400 North, asked for an existing home to lessen the width of the river trail in front of his home.

Junior Baker said he and Jered Johnson looked at the location and it can be negotiated.

Chris Salisbury reviewed the development agreement that has been drafted so far.

**Extension of the preliminary plat approval for the Maple Mountain Subdivision – Chris Salisbury**  
Chris Salisbury said they are requesting a 6 month extension for the Maple Mountain Subdivision. Chris Salisbury said they would like to continue and get the development agreement completed.

Councilman Leifson made a **Motion** to **approve** the Extension of the preliminary plat approval for the Maple Mountain Subdivision for additional 6 months.

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

**ADJOURN:**

Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Purchase. Councilman Gordon **Seconded** and the motion **Passed** all in favor at 9:40 p.m.

**ADOPTED:**

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Angie Warner, Deputy Recorder



# Memo

To: Mayor & City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: July 17, 2012  
Re: Rocky Mountain Power, Gateway South Transmission Line Project, Right of Entry

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## Staff Report

Rocky Mountain Power is proposing to construct and operate a new 500kV transmission line through some property owned by Spanish Fork City. This is a request to get on that property and investigate the best alignments to take. The property is in our Crab Creek Spring Area so we would recommend that the city council approve this on condition that Rocky Mountain Power notifies the Spanish Fork City Water division when they will be on the property.

Attached: consent agreement, exhibit

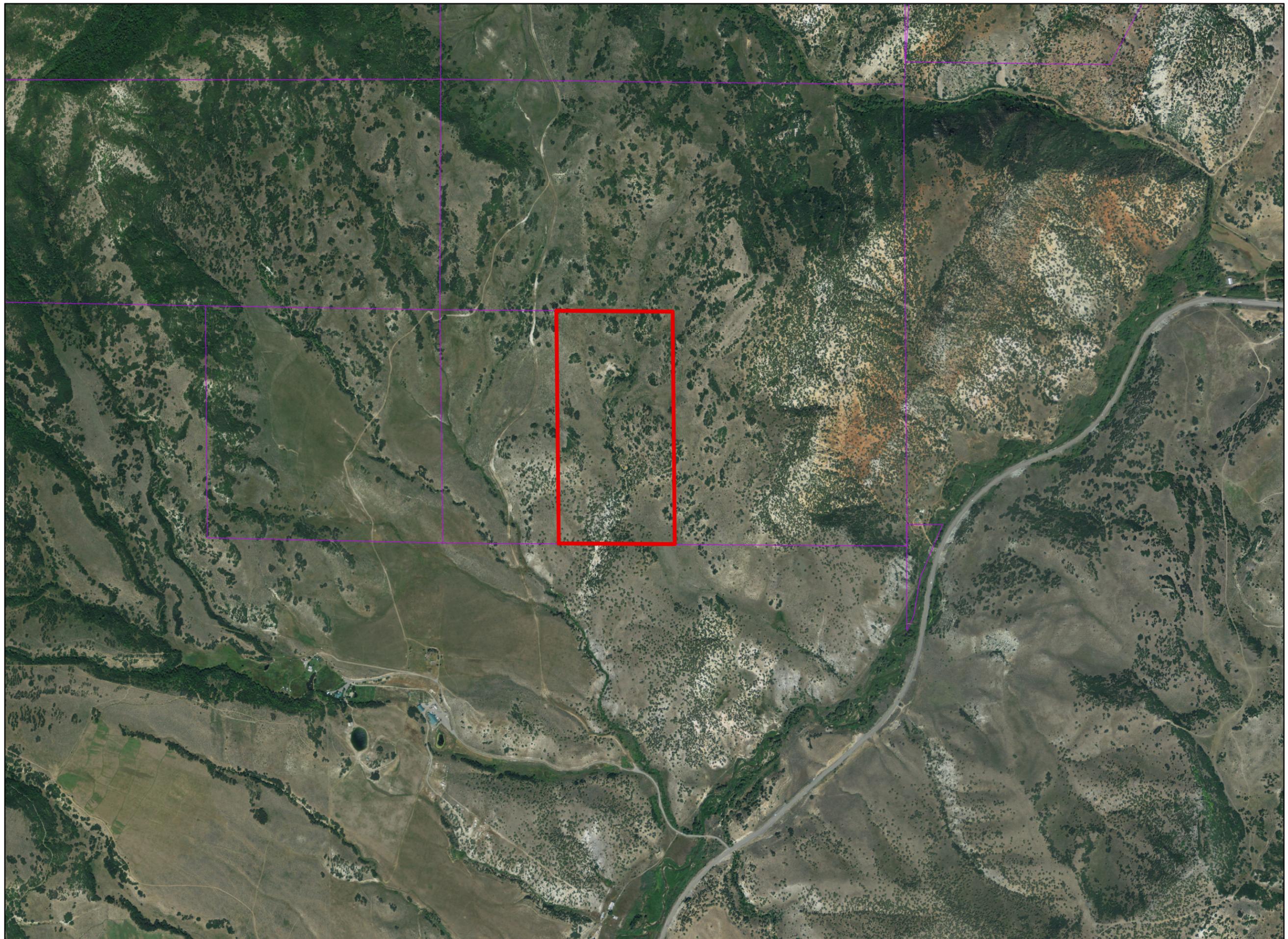


# Spanish Fork Parcel 320480007



Legend  
1:250,025 Feet

-  Parcels
- Roads
  -  Other Roads
  -  Not Paved
  -  Paved
  -  Rivers
-  Parks
-  Schools
-  Spanish Fork Boundary
-  Mapleton
-  Payson
-  Salem
-  Springville
-  County\_SF\_Parcels
- NAIP2011\_Utah.sid
  -  Red: Band\_1
  -  Green: Band\_2
  -  Blue: Band\_3



12/19/2005



GEOGRAPHIC INFORMATION SYSTEMS

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

Disclaimer: Spanish Fork City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Spanish Fork City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.



1407 West North Temple  
Salt Lake City, Utah 84116

July 11, 2012

SPANISH FORK CITY  
40 S MAIN ST  
SPANISH FORK, UT 84660

Subject: Gateway South Transmission Line Project  
Right-of-entry to access property for surveys and studies

Parcel Tax Identification Number(s): 320480007, 320490028, 320490029,  
320490031

Parcel data was taken from current Utah county records as of May 1, 2012

Dear Landowner,

Rocky Mountain Power is proposing to construct and operate a new 500kV transmission line from the Aeolus substation in northeast Carbon County, Wyoming, to the Clover substation near Mona, Utah. This project will be approximately 400 miles in length and will involve crossing lands in the states of Utah, Colorado and Wyoming. Several routes are under consideration with the final route yet to be determined.

Rocky Mountain Power needs to understand soil and ground conditions along the various corridor options. Regulations require various studies to document conditions within the potential routes.

Records from the County Assessor's office show you as the property owner of the parcel(s) listed above that are within the study corridor of this project. As a result Rocky Mountain Power is requesting permission to enter your property for the purpose of conducting land surveys and studies to document cultural and biological conditions.

The survey and other studies should cause little or no disturbance to the surface of your property. Those who will access the property are professional land surveyors, engineers and scientists who will respect the property and minimize off-road travel. At your request, we will call 24 hours in advance of entry to provide notice to you.

The right-of-entry will simply allow Rocky Mountain Power and their contractors to enter your property for the reasons described above. **Permission to enter your property for survey and information gathering does not mean you are consenting to grant an easement, either now or in the future, or that a power line will be constructed on your property.** Once the final route is determined, you will be provided with additional information if it is expected your land will be affected.

The survey and study findings will be provided to the Bureau of Land Management (BLM), the lead agency under the National Environmental Policy Act. The BLM and the cooperating agencies are preparing an Environmental Impact Statement that will analyze and disclose the effects of the proposed Gateway South project and its alternatives. Subject to applicable confidentiality restrictions under federal or state law, the results of survey information acquired from the property and related to

threatened and endangered species, cultural resources and archeological resources, if any, will be made available to you upon request.

Paragon Partners Ltd. (Paragon), one of the contractors working for Rocky Mountain Power on this project, will coordinate the right-of-entry process. In addition to obtaining consent to enter your property Paragon representatives will document your concerns and/or restrictions related to these activities (i.e. locked gates, livestock, advanced notice, and tenant contacts).

Enclosed is a consent form authorizing access by Rocky Mountain Power as requested and to advise us of any special conditions on your property which would make entry difficult or make your property unusually vulnerable to damage. We appreciate you returning this consent form within 10 calendar days, using the enclosed postage paid envelope. A Paragon representative will contact you within 5 days to answer any questions and to serve as your point of contact.

For further information please contact:

Paragon Partners Ltd.  
Joel Sewell or John Delavigne

Tel: 714-379-3376

To learn more about the Gateway South project by going to the Rocky Mountain Power website at: [www.rockymountainpower.net/ed/tp/eg/gs.html](http://www.rockymountainpower.net/ed/tp/eg/gs.html).

Your assistance and cooperation is most appreciated.

Sincerely,



Delynn Rodeback  
Rocky Mountain Power

Encl.

**GATEWAY SOUTH TRANSMISSION PROJECT  
CONSENT TO ENTRY**

I, the undersigned, hereby consent to entry on the parcels referenced below by employees and contractors of Rocky Mountain Power to conduct land surveys and studies to document cultural and environmental conditions, and may include soil borings. This consent is given with the express understanding that the Rocky Mountain Power or its contractors will be responsible for any physical damage caused to the property or substantial interference with the property's possession resulting from the studies and surveying of the property. This consent form does not convey any right or interest in my property other than the right of entry for the purposes described in the letter which accompanied this consent form.

LANDOWNER:     SPANISH FORK CITY

Parcel number(s):   320480007, 320490028, 320490029, 320490031

\_\_\_\_\_  
Signature  
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Printed Name  
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Cell Phone Number

Following is the name and contact information for the person who should be contacted regarding any questions concerning entrance on the land, if different from owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

If there is a lessee or tenant on the property please provide the name and contact information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**If there are any conditions, improvements or other circumstances that require special precautions, they are listed below.**

**SPECIAL CONCERNS REGARDING PROPERTY:**

**Special Hazards:**

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**Access Information (Roads, Bridges, etc.):**

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**Structures and Improvements:**

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**Trees or Crops:**

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**Livestock or Animals:**

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**Work or Other Activities on the Property:**

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**Water Wells:**

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**Dwellings:**

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**Other:**

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## MEMO

To: Mayor and Council  
From: S. Junior Baker  
Date: 20 July 2012  
Re: Whitney Net Metering Contract

On the City Council consent agenda for July 31st is an item to approve a contract with William Whitney for net metering. In 2010, we adopted an ordinance allowing net metering. We looked at the contract at that time and approved net metering and the form contract. This is our first net metering customer. Since the Council has reviewed the form contract earlier, it is on the agenda as a consent item.



# **SPANISH FORK CITY**

## **NET METERING LICENSE AGREEMENT For Customer-Owned Electric Generating Systems of 100kW or Less**

This NET METERING LICENSE AGREEMENT (“Agreement”) is between \_\_\_\_\_ (“Customer”) and Spanish Fork City (“Spanish Fork”). Customer and Spanish Fork may be referred to collectively herein as “Parties” and individually as “Party”.

The Parties have entered into this Agreement in order to set forth the terms and conditions under which Customer is licensed to interconnect its electric generating system and receive net metering from Spanish Fork .

### **1 CUSTOMER ELECTRIC GENERATING SYSTEM**

- 1.1 Customer’s Net Metering License Application is hereby incorporated into this Agreement as Exhibit A.
- 1.2 Spanish Fork standard rates for this installation and service will apply, as defined in the City Electric Service Schedule, except as modified by this document or applicable state or federal law.
- 1.3 Customer has elected, in accordance with Spanish Fork Municipal Code §13.44.095, to operate, at its own expense, a customer owned generation facility and net metering system, with a generating capacity of not more than twenty-five kilowatts (25 kW) aggregated at the service interconnection point, in parallel with Spanish Fork ’s electrical system. This generating system is intended to offset either part or all of the Customer’s electrical requirements.
- 1.4 The electrical generating system used by the Customer shall be located on the Customer’s premises. It shall include all equipment necessary to meet applicable safety, power quality, and interconnection requirements. The electrical generating system shall comply with Spanish Fork Net Metering Standards and code.
- 1.5 Spanish Fork shall have the sole authority to determine which interconnection requirements set forth herein (including Exhibits) are applicable to Customer’s proposed installation.
- 1.6 Any costs or expenses incurred by Spanish Fork due to modifications made to Spanish Fork ’s existing electric power system as a result of the interconnection of Customer’s generating system shall be paid by the Customer. All costs must be paid in full prior to the connection to Spanish Fork’s electrical system.

1.7 Spanish Fork will be the owner of the renewable attributes of the electricity that is generated, to include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer owned-renewable generation and its displacement of conventional energy generation.

## **2 TERMS OF NET METERING BILLING AND ENERGY CREDITING**

2.1 Spanish Fork shall determine the net electricity produced or consumed by the Customer and the amounts to be billed to Customer during each billing period in accordance with the Spanish Fork rates and metering practices, which may be amended from time to time.

2.2 If the electricity supplied by Spanish Fork exceeds the electricity generated by the Customer, then the Customer shall be billed for the net electricity supplied by Spanish Fork, at the rate and with the customer charge(s) paid by other customers of Spanish Fork in the same rate class as Customer.

2.3 If the electricity generated by the Customer exceeds consumption and is distributed back to Spanish Fork during the billing period, then the Customer shall be billed for the customer service charge(s) paid by other customers of Spanish Fork in the same rate class as Customer; and shall be credited for the net excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on Customer's bill for the following billing period.

2.4 On April 30th of each calendar year, any remaining unused kilowatt-hour credit accumulated during the previous year shall be granted to Spanish Fork, without any compensation to the Customer-Generator.

## **3 INTERRUPTION OR REDUCTION OF DELIVERIES**

3.1 Spanish Fork may require Customer to interrupt or reduce deliveries as follows: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or (b) if Spanish Fork determines, in its sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, or compliance with good electrical practices as determined by Spanish Fork.

3.2 To the extent reasonably practicable, Spanish Fork shall give Customer notice of possible interruption or reduction of deliveries.

3.3 Notwithstanding any other provision of this Agreement, if at any time Spanish Fork determines, in its sole judgment, that either (a) the electric generation system may endanger Spanish Fork personnel or the public, or (b) the continued operation of customer's electric generation system may endanger the integrity of the Spanish Fork electric system, or (c) the electric generation system has been changed or modified without written approval from its

approved License Application, Spanish Fork shall have the right to disconnect Customer's electric generation system from the Spanish Fork electric system without notice. Customer's electric generation system shall remain disconnected until such time as Spanish Fork is satisfied that the condition(s) that caused the issues referenced in (a) or (b) or (c) of this section 3.3 have been corrected.

#### **4 INTERCONNECTION**

- 4.1 Customer shall comply with Spanish Fork's Net Metering Standards and shall pay for designing, installing, inspecting, operating, and maintaining Customer's electric generating system in accordance with all applicable laws and regulations.
- 4.2 Customer shall deliver all excess energy to Spanish Fork at the Customer's premises. Spanish Fork will install and maintain a revenue meter capable of registering the bi-directional flow of electricity at the Customer's premises at a level of accuracy that meets all applicable standards, regulations and statutes or at the option of Spanish Fork, a separate meter may be installed to measure production of the renewable generation source.
- 4.3 Customer shall pay for any non-standard meter electrical hook-up requested by the Customer.
- 4.4 Customer shall not commence parallel operation of the generating system until inspection and written approval of the interconnection has been given by Spanish Fork. Such approval shall not be unreasonably withheld. Spanish Fork shall have the right to have representatives present at the initial testing of Customer's protective apparatus, and the Customer shall notify Spanish Fork of its intent to test Customer's electric generating system not less than two (2) working days prior to any scheduled test.
- 4.5 Once in operation, Customer shall make no changes or modifications in the equipment, wiring, or the mode of operation of its electric generating system without the prior written approval of Spanish Fork.

#### **5 MAINTENANCE AND PERMITS**

Customer shall:

- 5.1 Obtain an electrical permit and pass electrical inspection before Customer's electric generating system can be connected or operated in parallel with Spanish Fork's electric system.
- 5.2 Provide to Spanish Fork written certification (Certificate of Completion) that Customer's electric generating system has been installed and inspected in compliance with the local building and/or electrical codes.

- 5.3 Maintain Customer's electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Spanish Fork's Net Metering Standards.
- 5.4 Obtain any governmental authorizations and permits required for the construction and operation of Customer's electric generating system and interconnection facilities, including electrical permit.
- 5.5 Reimburse Spanish Fork for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's electric generating system or failure to maintain Customer's electric generation system as required in this Section.

## **6 ACCESS TO PREMISES**

6.1 Spanish Fork may enter Customer's premises or property:

6.1.1 to inspect, Customer's protective devices and to read meter(s).

6.1.2 to disconnect the interconnection facilities at the Spanish Fork meter or transformer, without notice, if, in Spanish Fork's opinion, an unsafe or hazardous condition exists and such immediate action is necessary to protect persons, or Spanish Fork facilities, or property of others from damage or interference caused by Customer's electric generating facilities, or lack of properly operating protective devices or inability to inspect the same.

## **7 INDEMNITY AND LIABILITY**

7.1 The Customer assumes the risk of all damages, loss, cost and expense and agrees to indemnify Spanish Fork City, its successors and assigns, and its respective, officers, employees and agents, from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorney fees, resulting from or in connection with performance of the agreement or which may occur or be sustained by Spanish Fork on account of any claim or action brought against the City for any reason including by not limited to loss to the electrical system of the Customer caused by or arising out of an electrical disturbance.

7.2 Such indemnity, protection, and hold harmless includes any demand, claim, suit or judgment for damages, death or bodily injury to all persons, including officers, employees or agents, and subcontractors of either Party hereto including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits or property loss which may be caused or contributed to by the Interconnection, maintenance, operation, use, presence, or removal of Customer's equipment. The only exception will be liability occasioned by the sole negligence or willful misconduct of Spanish Fork or its employees acting within the scope of their employment and liability occasioned by a partial

negligence of Spanish Fork or its employees acting within the scope of their employment to the extent that such partial liability is fixed by a court of competent jurisdiction.

7.3 The provisions of this Section 7 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any insurance policy.

7.4 Spanish Fork City shall have no liability, ownership interest, control or responsibility for the Customer's electric generating facility or its interconnection with Spanish Fork's electric system, regardless of what Spanish Fork knows or should know about the Customer's electric generating facility or its interconnection.

7.5 Customer recognizes that it is waiving immunity under Utah Industrial Insurance law, Title 51 RCW, and further agrees that this indemnification clause has been mutually negotiated. This indemnification shall extend to and include attorney's fees and the costs of establishing the right of indemnification hereunder in favor of the Utility.

## 8 FORCE MAJEURE

8.1 **Suspension of Obligations.** Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of any failure or delay in performance by such Party under this Agreement to the extent such failure or delay is caused by or results from any such cause or condition which is beyond such Party's reasonable control, or which such Party is unable to prevent or overcome by exercise of reasonable diligence (any such cause or condition, a "Force Majeure"), including breach of contract or failure of performance by any person providing services to the Spanish Fork City.

8.2 **Notice; Required Efforts to Resume Performance.** Any Party claiming Force Majeure shall give the other Party maximum practicable advance notice of any failure or delay resulting from a Force Majeure, and shall use its reasonable best efforts to overcome the Force Majeure and to resume performance as soon as possible; provided however, that nothing in this Agreement shall be construed to require either Party to settle any labor dispute in which it may be involved.

8.3 **No Excuse of Payment Obligations.** Notwithstanding any other provision of this Agreement, in no event shall a Force Majeure excuse a Party's failure or delay to pay any amounts due and owing to the other Party under or pursuant to this Agreement.

## 9. INDEPENDENT CONTRACTORS

The Parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

## 10. ASSIGNMENT; BINDING AGREEMENT

The Customer shall not assign its rights under this Agreement to any other Party without the express written consent of Spanish Fork . Spanish Fork may impose reasonable conditions on any such assignment to ensure that all of Customer's obligations under this Agreement are met and that none of Customer's obligations are transferred to Spanish Fork as a result of default, bankruptcy, or any other cause.

## **11 NO THIRD PARTY BENEFICIARIES**

Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third Party.

## **12 ENTIRE AGREEMENT**

This Agreement and the Exhibits attached hereto set forth the entire agreement of the Parties and supersede any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement.

## **13 GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah (regardless of the laws that might otherwise govern under applicable principals of conflicts of law of such state). Venue for any action arising under or in connection with this Agreement shall be in the Fourth District Court for Utah County, Utah.

## **14 RULES OF CONSTRUCTION; STATUTORY REFERENCES**

Any inconsistencies between Spanish Fork rates and this agreement shall be governed by the terms and conditions of this Agreement. No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

**15 AMENDMENT, MODIFICATIONS OR WAIVER**

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or waiver of the breach of any other term or covenant unless such waiver is in writing.

**16 NOTICES AND OTHER COMMUNICATIONS**

Notice Methods and Addresses. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing.

All notices to either Party shall be made to the addresses set forth below. Any notice shall be deemed to have been given on the date delivered, if delivered personally, by overnight air courier service or by facsimile transmission; or, if mailed, shall be deemed to have been given on the date shown on the return receipt as the date of delivery or the date on which the United States postal service certified that it was unable to deliver, whichever is applicable.

Spanish Fork City  
Attn: Electric Division Manager  
40 S. Main  
Spanish Fork, Ut 84660

CUSTOMER:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

with a copy to  
City Attorney  
40 S. Main  
Spanish Fork, Ut 84660

**17 EXHIBITS**

**The Agreement includes the following Exhibits attached and incorporated by reference:**

**Exhibit A: Net Metering License Application**

**18 TERM OF AGREEMENT**

**This Agreement shall be and remain in effect until terminated by either Party on thirty (30) days' prior written notice. The Customer's electric generating system may be disconnected from the Spanish Fork City Power's electrical system at any time if, in Spanish Fork City Power's sole judgment, the Customer's electric generating system is considered unsafe or having adverse impact on the existing customers.**

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.**

**CUSTOMER**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SPANISH FORK CITY by:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: July 27, 2012  
Re: ICPE Master Services Agreement

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## Staff Report

Over the years ICPE has done several electrical engineering projects for the city. Currently they are designing the 2700 North transmission line and they were just awarded the contract to develop a citywide system model. This is our standard master services agreement that we make with consultants that repeatedly do work for the city.

We recommend that the city council approve this master services agreement with ICPE to perform services for the city.

Attached: agreement



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
ICPE, INC.**

This AGREEMENT, dated \_\_\_\_\_, is made and entered into between Spanish Fork City (herein called OWNER) and ICPE, INC., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

**1. TERM AND AUTHORIZATION TO PROCEED**

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 8 years from the Effective Date of the AGREEMENT.
- B. This AGREEMENT may be extended or renewed by the Parties, with or without changes, by written instrument.
- C. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

**2. ENGINEER'S SERVICES**

- A. The ENGINEER agrees to provide engineering services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

**3. COMPENSATION AND PAYMENT**

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

**4. INSURANCE**

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
  - 1) Worker's Compensation
    - State Statutory
    - Employer's Liability \$100,000
  - 2) Comprehensive General Liability
    - Bodily Injury and Property Damage \$1,000,000
    - Combined Single Limit \$1,000,000

3) Automobile Liability Combined Single Limit	\$1,000,000
4) Professional Liability	\$1,000,000.

**5. LIMITATION OF LIABILITY**

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the ENGINEER.
- C. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- D. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the ENGINEER under this AGREEMENT, or the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- F. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

## **6. TERMINATION**

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

## **7. ASSIGNMENT**

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

## **8. OPINION OF PROBABLE CONSTRUCTION COST**

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

## **9. DOCUMENTS**

Contract documents, calculations, electronic information and survey information created by the ENGINEER as “instruments of service” are the property of the ENGINEER. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the ENGINEER accepts no liability for such action.

## **10. CONSTRUCTION PHASE SERVICES**

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named

as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.

- B. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

## **11. ADHERENCE TO APPLICABLE LAWS**

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

## **12. HAZARDOUS WASTE**

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

## **13. ATTORNEY'S FEES**

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

**14. SEVERABILITY**

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

**15. WAIVER**

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

**16. NOTICES**

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Craig Michaelis  
ICPE, Inc.  
1145 South Union Ave.  
Midvale, Utah 84047

OWNER: Chris Thompson, P.E.  
Public Works Director/City Engineer  
Spanish Fork City  
40 South Main Street  
Spanish Fork, Utah 84660

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

**17. ATTACHMENTS**

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form  
Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for ICPE, Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: July 27, 2012  
Re: Strawberry Project Water Lease Back Agreements, July 2012

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## Staff Report

Many people who have dedicated Strawberry Project water to the city did so only to preserve the ability for the city to use the water in the future once their property develops. The water was dedicated on the condition that it could be leased back for the farming purposes on their property until it develops. These agreements formalize these arrangements.

We recommend that the city council approve these lease back agreements which represent the water dedicated to the city as of July 2012.

Attached: agreements



## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Duane F. Hutchings 1995 Posterity Trust ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:  
1512.111, 1534.093, 1534.094, 1673.015, 1673.016, 1673.017, 1673.018, 1673.019, 1673.020,  
1673.021

These Strawberry water serial numbers represent 7.15 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the

amount due for each residential unit at the time of development. In the event that the water dedication is more than required for development, City will pay for the difference. If the amount is short of what is required for development, the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Duane F. Hutchings 1995 Posterity Trust

Attn: Duane F. Hutchings

840 North 200 East

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012

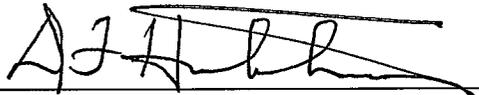
SPANISH FORK CITY by:

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

Attest:

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

Duane F. Hutchings 1995 Posterity Trust by:

  
\_\_\_\_\_  
Duane F. Hutchings, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), CPPD Investments LC - Clark H. Nielsen ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

2047.000 , 2095.000

These Strawberry water serial numbers represent 18.00 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and West Field Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City  
Attn: City Engineer  
40 S Main St.  
Spanish Fork, UT 84660

If to Lessee:

CPPD Investment LC  
Attn: Clark H. Nielsen  
2234 North 700 East  
Provo, UT 84604

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

SPANISH FORK CITY by:

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

Attest:

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

CPPD Investment LC by:

  
\_\_\_\_\_  
Clark H. Nielsen, (Trustee, Manager, Owner)

22 NOVEMBER 2011

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Merced River Enterprises, LLC and Pheifferhiorn Holdings, LLC ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1569.001

These Strawberry water serial numbers represent 4.60 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:	If to Lessee:
Spanish Fork City	Merced River Enterprises, LLC and Pheifferhiorn Holdings, LLC
Attn: City Engineer	Attn: D. Scott Elder
40 S Main St.	1132 North 1450 East
Spanish Fork, UT 84660	Orem, UT 84097

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

SPANISH FORK CITY by:

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

Attest:

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

Merced River Enterprises, LLC and Pheifferhiorn  
Holdings, LLC by:

  
\_\_\_\_\_  
D. Scott Elder, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Richard M and Tamera Davis ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

2056.000, 2175.004

These Strawberry water serial numbers represent 7.28 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and Spanish Fork Westfield Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the

amount due for each residential unit at the time of development. In the event that the water dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Richard M and Tamera Davis

Attn: Richard Davis

237 North 700 East

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

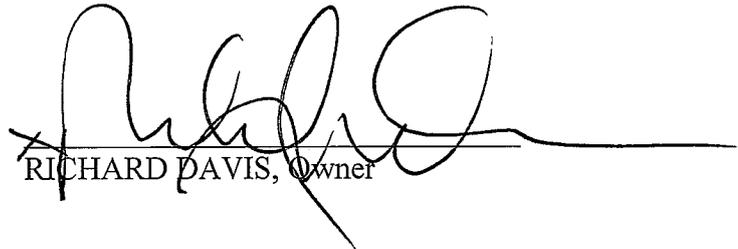
SPANISH FORK CITY by:

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

Attest:

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

RICHARD M. and TAMERA DAVIS by:

  
\_\_\_\_\_  
RICHARD DAVIS, Owner

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Steven G. Adams ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1511.004

These Strawberry water serial numbers represent 4.82 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Steven G. Adams

Attn: Steven G. Adams

2165 East Canyon Road

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

SPANISH FORK CITY by:

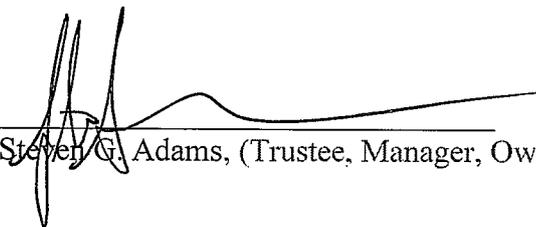
\_\_\_\_\_  
G. WAYNE ANDERSEN, Mayor

Attest:

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

Steven G. Adams

by:

  
\_\_\_\_\_  
Steven G. Adams, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Boyd L Thomas ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1679.002, 1679.004, 1884.002, 1884.005

These Strawberry water serial numbers represent 17.25 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Boyd L Thomas

Attn: Boyd L Thomas

5649 S River Drive

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

SPANISH FORK CITY by:

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

Attest:

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

BOYD L THOMAS by:

  
\_\_\_\_\_  
BOYD L THOMAS, Owner

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Deanne R. Jex ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1596.000

These Strawberry water serial numbers represent 16.00 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Deanne R Jex

Attn: Deanne Jex

1124 S 1100 E

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

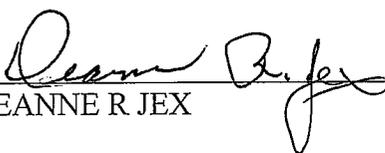
SPANISH FORK CITY by:

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

Attest:

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

DEANNE R JEX by:

  
\_\_\_\_\_  
DEANNE R JEX

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Bryan T Jex ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1537.001, 1646.000

These Strawberry water serial numbers represent 23.25 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Bryan T Jex

Attn: Bryan Jex

45 East Center

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

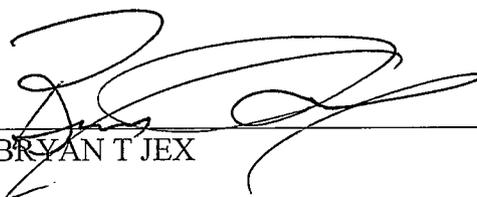
SPANISH FORK CITY by:

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

Attest:

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

BRYAN T JEX by:

  
\_\_\_\_\_  
BRYAN T JEX

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Morris Jay and Sharla N. Thomas ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1562.011, 2043.001, 2206.004

These Strawberry water serial numbers represent 16.00 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and West Field Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Morris Jay and Sharla N. Thomas

Attn: Morris Jay Thomas

748 West 6800 South

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

DATED this 29 day of November, 2011

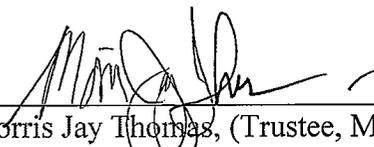
SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Morris Jay and Sharla N. Thomas  
by:

  
Morris Jay Thomas, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Kenneth J. Williams Properties ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1628.007

These Strawberry water serial numbers represent 20.00 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:	If to Lessee:
Spanish Fork City	Kenneth J. Williams Properties
Attn: City Engineer	Attn: Carla Ballif
40 S Main St.	2644 East Chalet Circle
Spanish Fork, UT 84660	Sandy, UT 84093

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Kenneth J. Williams Properties by:

Carla Ballif  
Carla Ballif, (Trustee, Manager, Owner)

James Kent Williams  
James Kent Williams, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Elsie S. Thomas Trust, Robert Rex Thomas Trust, Morris Jay Thomas Trustee ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1562.010, 2043.000, 2175.008

These Strawberry water serial numbers represent 23.13 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and West Field Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Elsie S. Thomas Trust

Robert Rex Thomas Trust

Attn: Morris Jay Thomas Trustee

748 West 6800 South

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

DATED this 29 day of November, 2011

SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Elsie S. Thomas Trust  
Robert Rex Thomas Trust  
by:

*Morris Jay Thomas* *Attorney in fact - Trustee.*  
Morris Jay Thomas, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Helga Lorraine Wixom (Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1515.000 and 1889.000

These Strawberry water serial numbers represent 20.00 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Helga Lorraine Wixom

Attn: Helga Lorraine Wixom

638 North 380 West

Laverkin, UT 84745

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

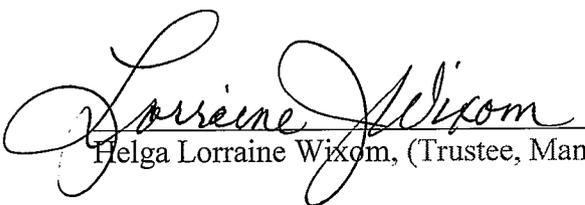
SPANISH FORK CITY by:

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

Attest:

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

Helga Lorraine Wixom by:

  
Helga Lorraine Wixom, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Gill B. Bearnson Family Living Trust ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1519.002, 1519.003

These Strawberry water serial numbers represent 19.87 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1 of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:	If to Lessee:
Spanish Fork City	Gill B. Bearnson Family Living Trust
Attn: City Engineer	Attn: Gill Bearnson, Manager
40 S Main St.	1324 Wilson Avenue
Spanish Fork, UT 84660	Salt Lake City, UT 84105

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.



## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Bruce and Crystal Tietjen (Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1709.002

These Strawberry water serial numbers represent 10.66 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City  
Attn: City Engineer  
40 S Main St.

If to Lessee:

Bruce and Crystal Tietjen  
Attn: Bruce and Crystal Tietjen  
9501 Canyon Heights Drive  
Cedar Hills, Utah 84062

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

DATED this 29 day of November, 2011

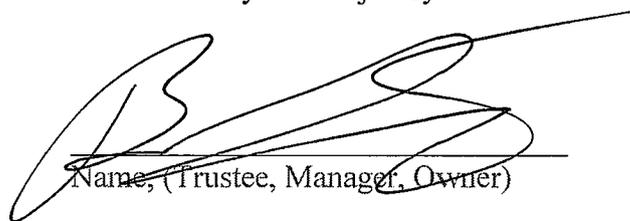
SPANISH FORK CITY by:

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

Bruce and Crystal Tietjen by:

  
Name, (Trustee, Manager, Owner)

  
Name, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Sunrise Ridge at Springville LLC ( Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1529.007, 1529.009, 1529.011, 1709.007, 1709.009, 1709.011

These Strawberry water serial numbers represent 32.86 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Sunrise Ridge at Springville LLC

Attn: Kay Heaps

P.O. Box 717

Springville, UT 84663

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.

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

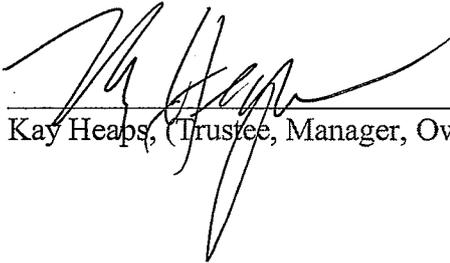
SPANISH FORK CITY by:

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

Attest:

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

Sunrise Ridge at Springville LLC  
by:

  
\_\_\_\_\_  
Kay Heaps, (Trustee, Manager, Owner)

## WATER LEASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City), Paul A and Ginnie Z Snyder (Lessee) and hereby agree as follows:

### RECITALS

WHEREAS, Lessee anticipates future development of the properties located in Spanish Fork City.

WHEREAS, the Future Subdivision is expected to take several years to build out and be complete; and

WHEREAS, Lessee has dedicated to City the appurtenant Strawberry water related to the entire Future Subdivision, even though the project will not be complete for several years; and

WHEREAS, Lessee desires to continue to farm the portions of the property which are not under current development or been previously developed; and

WHEREAS, in order to farm the property, water is necessary; and

WHEREAS, City is willing to lease back to Lessee the Strawberry water appurtenant to the Future Subdivision, until the property is ready for development, as evidenced by approval of a final plat;

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

1. City leases to Lessee Strawberry water identified by the following Strawberry Water Users Association water serial numbers:

1505.005, 1596.001

These Strawberry water serial numbers represent 17.03 acre feet of water.

2. The available acre feet of water may be less in dry years, depending on the amount of water released by Strawberry Water Users Association from Strawberry Reservoir. Lessee shall be liable for the full lease amount, even if it cannot take delivery of the total amount of water.

3. Lessee agrees to pay a rental fee for the water, based upon City's actual cost to provide the water, consisting of the SWUA and East Bench Irrigation Company water share assessments plus any additional cost to the City to deliver the water. Each annual cost will be provided to Lessees on or before the 15<sup>th</sup> day of March and shall be due on or before the 15<sup>th</sup> day of April.

4. City currently requires the transfer of one acre foot of water to City for each residential unit being developed. This is subject to change, based upon water usage studies and resolution of the City Council. The amount of water dedicated to City will act as a credit against the amount due for each residential unit at the time of development. In the event that the water

dedication is more than required City will pay for the difference. If the amount is short of what is required the Developer will be required to provide additional water.

5. City is not responsible to clear or maintain ditches for delivery of the water. Lessee assumes the risk of water delivery and maintenance of ditches necessary for that delivery.

6. Lessee agrees to put the water to beneficial use as defined by Utah law. If it fails to put all of the water to beneficial use for three consecutive years, City may withhold the amount of water not put to beneficial use and Lessee shall have no obligation to pay for the same.

7. If Lessee elects not to take all of the water available to it under this Agreement, it may do so by notifying City by March 1<sup>st</sup> of each year. Otherwise it is responsible to pay the lease amount for the full amount of water available for lease. If Lessee so elects, City cannot guarantee that the water will be available in future years. To the extent it is available, Lessee may use up to the full amount it would have been entitled to under the terms of this Agreement.

8. Lessee may assign its rights to use the water, so long as the water is used on the property to which it is appurtenant. Notice of the assignment must be given to City, in writing, by February 1<sup>st</sup> of the year in which the right to lease the water will be assigned.

9. Notices required hereunder shall be given as follows:

If to City:

Spanish Fork City

Attn: City Engineer

40 S Main St.

Spanish Fork, UT 84660

If to Lessee:

Paul A and Ginnie Z Snyder

Attn: Paul A Snyder

175 North 2550 East

Spanish Fork, UT 84660

Notice is deemed given three days after being postmarked by the United States Postal Service, certified mail.

10. This document contains the full agreement between the parties. Any prior representation, understanding, or agreement, whether oral or written is merged herein and superceded hereby.

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

12. In the event of breach of this agreement, the breaching party shall be liable to the other for all costs of enforcement, including attorneys and expert witness fees.

13. A waiver of any provision of this agreement does not constitute a waiver of any other portion, nor does it constitute a continuing waiver of the provision waived.



## RESOLUTION No. 12-07

### ROLL CALL

VOTING	YES	NO
<b>G. WAYNE ANDERSEN</b> Mayor (votes only in case of tie)		
<b>ROD DART</b> City Council member		
<b>RICHARD M. DAVIS</b> City Council member		
<b>BRANDON B. GORDON</b> City Council member		
<b>STEVE LEIFSON</b> City Council member		
<b>KEIR A. SCUBES</b> City Council member		

I MOVE this resolution be adopted: Council member

I SECOND the foregoing motion: Council member

## RESOLUTION No. 12-07

### A RESOLUTION AUTHORIZING THE ELECTRIC SUPERINTENDENT TO ENTER INTO CONTRACTS FOR NET METERING

WHEREAS, Spanish Fork City has created an electric department, which is managed by a superintendent; and

WHEREAS, the City has recently authorized electric generation with net metering on the City system, which must be implementing through the execution of a contract; and

WHEREAS, the City requires the electric department to supervise the installation of generation and net metering to ensure safety and the integrity of the

City system; and

WHEREAS, the electric superintendent is most knowledgeable about when generation is safely installed and ready to begin operations; and

WHEREAS, the contracts for net metering are form contracts prepared by the City; and

WHEREAS, taking the time to obtain Mayor and City Council approval for the form contracts causes unnecessary delays;

NOW THEREFORE, be it resolved by the Spanish Fork City Council as follows:

1. The City electric superintendent is hereby authorized to sign net metering contracts when the conditions for electric generation and net metering, as established by the Council, have been met.
2. The form contracts used and for which this resolution is effective are attached hereto as exhibits.
3. This resolution is effective immediately upon passage.

DATED this 31st day of July, 2012.

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

Attest:

\_\_\_\_\_  
Kent R. Clark, City Recorder



**TO:** Honorable Mayor and Esteemed City Council  
**FROM:** Dave Anderson, Community and Economic Development Director  
**DATE:** July 31, 2012  
**RE:** Proposed Service Agreement with CitizenServe

Accompanying this memorandum is a proposed service agreement for a company, CitizenServe, to provide software service for the City's building inspection, business license and planning activities. CitizenServe was selected by City staff after fielding proposals and conducting a thorough review of different companies.

Staff is excited and anxious to commence work with CitizenServe. We believe their product will enable us to provide a much higher level of service to our customers. The recently adopted 2013 Budget includes sufficient funding to pay for the service per the proposed agreement.

As the date for this Council meeting was changed, the City attorney has not yet reviewed the proposed agreement by the time that the agenda will be published. However, Mr. Baker will review the agreement prior to your meeting and will be prepared to address any questions you may have and to explain any necessary changes.



# SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and Spanish Fork City, Utah ("Customer") with its principal place of business at 40 South Main Street, Spanish Fork City, UT 84660 is made effective as of July 23, 2012 ("Effective Date").

## 1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the work order which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data and configuring information. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customer's implementation objectives.

## 2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

Customer agrees to maintain the Authorized Website(s) identified in the CitizenServe Order Form, provide CitizenServe with all information reasonably necessary to setup or establish the Service on Customer's behalf, and allow a "Powered by CitizenServe" logo with a hyperlink to CitizenServe's website home page on the Authorized Website.

## 3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 4. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form.

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

## 5. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

**6. ACCEPTABLE USE:**

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

**7. CONFIDENTIALITY:**

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

**8. MISCELLANEOUS PROVISIONS:**

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

**9. ACCEPTANCE:**

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: "Customer" \_\_\_\_\_

Online Solutions, LLC

Date: \_\_\_\_\_

Date: 7/23/2012

Signature: \_\_\_\_\_

Signature:



Print Name: \_\_\_\_\_

Print Name:

Julie Garvey

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

Title:

Manager



Order Form – Spanish Fork City, Utah

Account Name:  
Spanish Fork City, Utah

Send To:  
Online Solutions  
1101 E. Warner Road Suite 160  
Tempe AZ 85284  
Fax: 800.325.9818

Purchase Order #:  
\_\_\_\_\_

Contact Information:  
Dave Anderson  
Community Development Director  
Spanish Fork City  
40 South Main Street  
Spanish Fork, Utah 84660  
Email: [danderson@spanishfork.org](mailto:danderson@spanishfork.org)  
Phone: (801) 804-4586

Billing Information:  
Dave Anderson  
Community Development Director  
Spanish Fork City  
40 South Main Street  
Spanish Fork, Utah 84660  
Email: [danderson@spanishfork.org](mailto:danderson@spanishfork.org)  
Phone: (801) 804-4586

Contact Term:  
Billing Cycle: Annual  
Billing Schedule: Upon Contract Signing

Annual Service Term Starts: 9/1/2012  
Annual Service Term Ends: 8/31/2013

Subscription Information:

User Subscriptions	11 users	\$100.00 per named user per month	\$13,200.00
Custom Citizen Access	not included		\$0.00
			=====
<b>Total Subscription Cost</b>			<b>\$13,200.00</b>

Setup and Training:

Base Installation Charge	x		\$500.00
Code Enforcement Setup	not included		\$0.00
Building Permits Setup	x		\$3,500.00
Planning/Zoning Setup	x		\$3,500.00
Licensing Setup	x		\$3,500.00
Request Tracking Setup	not included		\$0.00
Custom Citizen Access	not included	Standard citizen access is included	\$0.00
Training Sessions	x	Online Training Sessions	\$2,000.00
Systems Integration	x	Integration with Xpress Bill Pay and Caselle	\$5,000.00
			=====
<b>Total Installation Cost</b>			<b>\$18,000.00</b>
<b>Initial Subscription Cost (9/1/2012 – 8/31/2013)</b>			<b>\$13,200.00</b>
			=====
<b>Total 1<sup>st</sup> Year Costs (due upon contract signing)</b>			<b>\$31,200.00</b>
<b>Each Additional Year Costs</b>			<b>\$13,200.00</b>



Order Form – Spanish Fork City, Utah

I authorize Online Solutions, LLC to invoice as per the above information.

Agreed to as stated.

Online Solutions:

Customer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**Julie Garvey**

\_\_\_\_\_  
Print or Type Name of Signatory

\_\_\_\_\_  
Print or Type Name of Signatory

**7/23/2012**

\_\_\_\_\_  
Execution Date

\_\_\_\_\_  
Execution Date

Address:  
1101 E. Warner Road  
Suite 160  
Tempe, AZ 85284

Address:  
Spanish Fork City  
40 South Main Street  
Spanish Fork, Utah 84660