



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 September 17, 2013**.

AGENDA ITEMS:

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

- a. Pledge, led by invitation

2. PUBLIC COMMENTS:

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

3. COUNCIL COMMENTS:

- #### 4. SPANISH FORK 101:
- Spanish Fork River Trail Project
Open House – Tuesday, September 24th at 5:30pm
City Office Building – Council Room

5. CONSENT ITEMS:

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

- a. * Minutes of Spanish Fork City Council Meeting – September 3, 2013
- b. * Temporary License & Easement Agreements with IHC for Access & Utilities in Chappel Drive
- c. * Temporary License & Easement Agreements with Tenedor for Access & Utilities in Chappel Drive
- d. * Escrow Agreement with Tenedor & IHC
- e. * Sign Easement Agreement with IHC
- f. * Swenson Purchase Agreement
- g. * Task Order to Epic Engineering to Assist in the Preparation of the Storm Water Management Plan
- h. * Runway Extension Phase II Bid Award

6. PUBLIC HEARING:

- a. * Ordinance #16-13 Abandoning Utility Easements in Canyon Creek Commercial Development.
- b. * Proposed Wright Annexation, it is proposed that some 18 acres at approximately 3400 North 1500 West be annexed into Spanish Fork City.
- c. * Proposed Stone In-fill Overlay development that would include one three-unit structure.

7. NEW BUSINESS:

- a. * IHC Development Agreement, to accommodate the future construction of a hospital.
- b. * Proposed GSBS Contract for Consulting Services, Impact Fee Facilities Plan & Impact Fee Analysis
- c. * Engineering & Substation Bid for the Expansion of Woodhouse Substation

8. CLOSED SESSION:

- a. Personnel

The Spanish Fork City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

ADJOURN:

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

Notice is hereby given that:

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

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

Tentative Minutes
Spanish Fork City Council Meeting
September 3, 2013

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.

Citizens Present: Richard Atkinson, Davis Paxton, Sharlene Irvine, Jay Irvine, Ethan Irvine, Bradley Dixon, Preston Irvine, Leslie Giboney, Randy C. Giboney, Mason Halliday, Bo Murphy, Grant Johnson, Kean Langley, Frank Lillywhite, Paul Anderson, Richard Mendenhall, Joe Rich.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Councilman Scoubes led in the pledge of allegiance.

PUBLIC COMMENTS:

None

COUNCIL COMMENTS:

None

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – August 27, 2013
- b. Contract with Springville to Purchase Electric System in the Highway 51 Area
- c. FAA Grant Agreement
- d. State Airport Grant Agreement
- e. Armstrong Task Order for Bidding & Construction Management
- f. QA Testing Bid Award
- g. ~~Runway Extension Phase II Bid Award – REMOVE THIS ITEM~~
- h. Calpac Road Curb & Gutter 2013 Change Order 2

Councilman Davis made a **Motion** to **approve** the consent items with the removal of item “g”. Councilman Gordon **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

Ordinance #14-13 Vacating Chappel Drive

Junior Baker pointed out on a map of what area is proposed to be vacated and said this request is for the development that will be coming. Businesses in the area will still have access and this will be effective with temporary easements & licenses. Those documents will be at the next council meeting.

Councilman Dart made a **Motion** to move into Public Hearing.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:19 p.m.

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Mayor Andersen welcomed public comment.

Jamie Evans pointed out on an area on the map and asked when the areas would be developed.

Mr. Baker pointed out and answered Mr. Evans question.

Mr. Evans is concerned about when the light rail gets built that it will land lock some property.

Chris Thompson explained what staff has discussed with UTA and the master planned development.

Randy Giboney, a property owner in the area, wanted to make sure that they still have access.

Mayor Andersen explained that Mr. Giboney's question is addressed in the ordinance.

Keean Langley is concerned about customers being able to find their business.

Councilman Davis asked how they advertise now.

Mr. Langley said mostly through the internet.

Mayor Andersen added that with the future development coming, it will give you more traffic and exposure.

Discussion regarding the road that connects from Chappel Drive North to Springville & Provo.

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

Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:34 p.m.

Councilman Scoubes pointed out to the citizens that the new road will be constructed before the development starts.

Councilman Leifson made a **Motion** to **approve** the Ordinance #14-13 Vacating Chappel Drive.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

Ordinance #15-13 Amending Title 15 to Clarify Master Planned Developments, Increase Building Heights in the Business Park Zone, Add the Recreation Director to the Development Review Committee and other minor changes

Dave Anderson said that this request is from various applicants asking for changes to the city code. Mr. Anderson reviewed the following proposed changes:

Spanish Fork Municipal Code §15.1.04.020, Definitions, is hereby amended by deleting the definition of "Functionally Dependent Use," amending the definition of "Accessory Use or Building," and by adding the definitions of "Funeral Home," "Hospital," and "Principal Building" as follows:

Accessory Use or Building: *A subordinate use or building customarily incidental to and located upon the same lot occupied by the main use, building or buildings.*

Funeral Home: *The provision of services including storing and preparing human remains for burial, cremation, and arranging, managing, and conducting funerals.*

102 ***Hospital:** A facility used for inpatient or outpatient medical and healthcare-related uses or services*
103 *(one of which provides emergency medical services) or any incidental, ancillary or related uses or*
104 *services including but not limited to medical office, research and/or development, information*
105 *technology, warehouse and distribution, hospitality, food service and lodging.*

106
107 ***Principal Building:** A primary building located upon a lot, or a building that provides services in*
108 *direct support of a property's primary use. Properties that are developed in a campus fashion may*
109 *have more than one principal building located on an individual parcel.*

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111 **II.**

112 *Spanish Fork Municipal Code §15.3.08.010(B)(2), Administrative Bodies and Officers, is hereby amended to*
113 *include the parks and recreation director as a member of the DRC, as follows:*

114
115 **15.3.08.010 Administrative Bodies and Officers**

116 **B. Development Review Committee:**

117 *2. Organization: The DRC shall consist of the city public works director, engineering division*
118 *manager, electric division superintendent, city manager, city community development director, city*
119 *attorney, public safety director, parks and recreation director, and building official. An alternate*
120 *member may be designated by each member, who has the authority to attend and vote in the*
121 *absence of the member. Other entities may be invited to participate as non-voting members, such*
122 *as utility companies, irrigation companies, the US Postal Service, or others. The city public works*
123 *director shall be the chair of the DRC and shall retain the right to cast a vote while acting as chair.*
124 *A quorum of the Committee necessary before any business can be transacted shall consist of five*
125 *(5) voting members. A majority vote of a quorum shall be necessary to approve any item or*
126 *recommend approval of any item to the Commission or Council.*

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129 **III.**

130 *Spanish Fork Municipal Code §§15.3.16.040, R-O Residential Office, 15.3.16.050, C-O Commercial Office,*
131 *and 15.3.16.120, I-1 Light Industrial are hereby amended to allow funeral homes as permitted uses.*

132
133 **IV.**

134 *Table 2 of the Zoning Code, entitled Commercial and Industrial Development Standards is hereby amended*
135 *to allow building heights in the B-P Business Park Zone of 120 feet.*

136
137 **V.**

138 *Spanish Fork Municipal Code §15.3.24.030(C)(5), Master Planned Developments, Design Appeal, is hereby*
139 *repealed and §15.3.24.030(C)(2), Master Planned Developments, Duplicate Houses, is repealed and re-*
140 *enacted as follows:*

141
142 **15.3.24.030 Master Planned Developments**

143 **C. Architecture**

- 144 *1. [no change]*
145 *2. Distinct Designs – Master Planned Developments shall provide a variety of home styles to ensure*
146 *a diverse and interesting streetscape. Neighborhoods that have repetitive homes constructed along*
147 *the same street are not allowed. In order to ensure that the neighborhood is non-repetitive, the*
148 *same street facing elevation shall not be built on adjacent lots on the same street or on lots directly*
149 *or diagonally across the street from one another. Different elevations shall be characterized by*
150 *elements such as, but not limited to, distinct footprints, rooflines, cladding materials or architectural*
151 *features which contribute to home designs that are easily distinguishable from other home designs*
152 *along the same street. The City Council may waive this requirement for developments which include*
153 *multi-family housing that present specific architectural designs for the multi-family portion of the*
154 *development at the time of project approval.*
155 *3. [no change]*
156 *4. [no change]*
157 *5. Repealed*

158 6. Exterior Materials, to become subparagraph 5

159 7. Bonus Density, to become subparagraph 6

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161 VI.

162 Spanish Fork Municipal Code §15.4.16.150(A)(1), Clear Vision Area, is hereby amended as follows:

163
164 **15.4.16.150 Clear Vision Area**

165 A. The clear vision area is formed by extending lines from each curb face to the point that the lines intersect,
166 measuring back forty-five (45) feet along each curb face and connecting those points. Fencing, planting and
167 other obstacles are restricted within this area as follows:

168 1. No solid fence shall exceed a height of three (3) feet, measured from the curb. Open fences such
169 as chain link and wrought iron may be as tall as four (4) feet in the clear vision area, measured from
170 the curb.

171 2 ~ 5 [no change]

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173 Councilman Gordon made a **Motion** to move into Public Hearing.

174 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:49 p.m.

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176 Mayor Andersen welcomed public comment.

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178 Sharleen Schwartz asked regarding the architectural requirements, if the homes could have a
179 different floor plan as well as the outside looking different.

180
181 Mr. Anderson explained that with the requirement proposed it should change the layout some,
182 but could be similar.

183
184 Ms. Schwartz asked to give an example of how tall the hospital is going to be.

185
186 It was said an example is the Neways building in Springville just off of I-15.

187
188 Councilman Dart made a **Motion** to move out of Public Hearing.

189 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:54 p.m.

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191 Councilman Scoubes asked regarding the 200 feet, if you have a higher density development
192 would it be harder for the developer to meet.

193
194 Councilman Davis asked what will be done about the roof pitches.

195
196 Mr. Anderson said roof pitches are not addressed in this proposal but a couple of months ago the
197 City Council gave the Building Inspectors the authority to approve lesser than the 6'/12' if the
198 applicant asks for it.

199
200 Mr. Anderson reminded the City Council to clarify in the motion for the architectural
201 requirements if they prefer option 1 or 2.

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203 Councilman Davis made a **Motion** to **approve** the Ordinance #15-13 Amending Title 15 to Clarify
204 Master Planned Developments, Increase Building Heights in the Business Park Zone, Add the
205 Recreation Director to the Development Review Committee and other minor changes, with
206 Option #2 under the architectural section.

207 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.

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209 **NEW BUSINESS:**

210 **Canyon Creek Subdivision Amended Preliminary Plat, a commercial subdivision located at**
211 **approximately 1200 North Chappel Drive**
212 Dave Anderson explained that the City Council approved a preliminary plat earlier this year and
213 applicant is now requesting an amendment to add acreage and lots. The Development Review
214 Committee and Planning Commission recommend approval.
215
216 Councilman Dart made a **Motion to approve** the Canyon Creek Subdivision Amended Preliminary
217 Plat, a commercial subdivision located at approximately 1200 North Chappel Drive.
218 Councilman Leifson **Seconded** and the motion **Passed** all in favor.
219
220 **Northgate Amended Preliminary Plat, a subdivision proposed to contain eight lots located at**
221 **1000 North Main Street**
222 Dave Anderson said this proposal is the area of Macey's grocery store. Amsource the property
223 owner is proposing to redevelop a portion of the project. Mr. Anderson presented the map with
224 the new lot lines. The Development Review Committee and Planning Commission recommend
225 approval.
226
227 Councilman Gordon made a **Motion to approve** the Northgate Amended Preliminary Plat, a
228 subdivision proposed to contain eight lots located at 1000 North Main Street.
229 Councilman Davis **Seconded** and the motion **Passed** all in favor.
230
231 **Silver Sage Business Park Plat A Amended Preliminary Plat, a subdivision proposed to contain**
232 **four lots located at 1800 North Chappel Drive**
233 Dave Anderson said this proposal is for some new plating of some properties to combine a lot
234 with existing lots. Development Review Committee and Planning Commission recommend
235 approval.
236
237 Councilman Leifson made a **Motion to approve** the Silver Sage Business Park Plat A Amended
238 Preliminary Plat, a subdivision proposed to contain four lots located at 1800 North Chappel
239 Drive.
240 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.
241
242 **CDBG Grant Agreement for the 300 North 600 East to 1000 East Water & Sewer Project**
243 Chris Thompson said the City was awarded a \$250,000 grant to replace water and sewer lines in
244 the area of 300 North 600 East to 100 East and will cost approximately \$700,000.
245
246 Councilman Gordon asked when this will be done.
247
248 Chris Thompson said spring/summer 2014.
249
250 Councilman Davis made a **Motion to approve** the CDBG Grant Agreement for the 300 North 600
251 East to 1000 East Water & Sewer Project.
252 Councilman Gordon **Seconded** and the motion **Passed** all in favor.
253
254 **ADJOURN:**
255 Councilman Dart made a **Motion to adjourn** to Closed Session to discuss Property
256 Acquisition/Potential Litigation.
257 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:14 p.m.

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ADOPTED:

Angie Warner, Deputy Recorder

DRSHEI



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 11 Sept. 2013
Re: Tenedor/IHC Temporary Easements

On the City Council agenda for September 17 are temporary easements and temporary licenses from Tenedor and IHC. As you are aware, we are vacating Chappel Drive and sewer and electric easements in order for the Canyon Creek development and IHC hospital project to go forward. Until the new streets are constructed and the utilities moved into them, Tenedor and IHC are granting back temporary easements for the utilities and a temporary license for access along the existing Chappel Drive. This will allow a continuity of service and access for our businesses located at the north end of Chappel Drive.

These will be recorded simultaneously with the vacation and abandonment ordinances and the closing between IHC and Tenedor.

We expect the new streets to be constructed next year. The electric easement will go across the top of the IHC property, immediately south of the existing business park. The timing of the electric line will be at approximately the same time, to accommodate IHC's new schedule with Tenedor.

Since the temporary easements have been detailed in the public hearings dealing with the street vacation and easement abandonments, they have been placed on the consent agenda.



WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT

This DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT (the "**Easement Agreement**") is made and entered into as of the ___ day of _____, 2013 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("**Intermountain Healthcare**"), and SPANISH FORK CITY, a Utah municipal corporation (the "**City**"). Intermountain Healthcare and the City are referred to herein individually as a "**Party**" and, collectively, as the "**Parties.**"

WHEREAS, Intermountain Healthcare owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached **Exhibit "A"** (the "**Intermountain Healthcare Property**");

WHEREAS, in anticipation of the development of (a) the Intermountain Healthcare Property and (b) certain other property near, contiguous or adjacent to the Intermountain Healthcare Property to be commonly known as Canyon Creek ("**Canyon Creek**"), the City and Tenedor, L.L.C., a Utah limited liability company ("**Tenedor**"), entered into that certain Canyon Creek Development Agreement, dated as of the ___ day of _____, 2013 (the "**Canyon Creek Development Agreement**");

WHEREAS, pursuant to and in accordance with the Canyon Creek Development Agreement, Tenedor committed to undertake and complete the planning, design, engineering and construction of certain utility improvements (collectively, the "**Utility Improvements**"), as generally depicted on that certain Master Utility Plan (the "**Master Utility Plan**") approved by the City on September 3, 2013 as part of the Canyon Creek Shopping Center Preliminary Plan, a copy of which is attached as **Exhibit "B"** (the "**Canyon Creek Preliminary Plan**"), and as more particularly described in the Canyon Creek Development Agreement;

WHEREAS, Intermountain Healthcare and the City have entered into that certain Development Agreement, dated as of the ___ day of _____, 2013 (the "**Intermountain Healthcare Development Agreement**"), pursuant to which the City has confirmed, among other things, the construction and installation of certain portions of Master Utility Plan and the vacation of all public utility easements within the Intermountain Healthcare Property, including, without limitation, the vacation of (a) that portion of the public right of way known as Chappel Drive ("**Chappel Drive**"), (b) any public utility or other easements located within Chappel Drive, including, without limitation, any water and sewer utility easements located therein (collectively, the "**Public Utility Easements**"), as more particularly described and shown in attached **Exhibit "C"** (the "**Chappel Drive Easement Property**"), and (c) that certain power transmission line easement over, across and through the Intermountain Healthcare Property (the "**Transmission Line Easement**"), as more particularly described and shown in attached **Exhibit "D"** (the "**Transmission Line Easement Property**" and, together with the Chappel Drive Easement Property, the "**Easement Property**");

WHEREAS, in connection with the foregoing and pursuant to Spanish Fork Ordinance No. _____ and Ordinance No. _____ (together, the "**Vacation Ordinances**"), the City has vacated the Public Utility Easements and the Transmission Line Easement located within the Easement Property, subject to the execution and delivery of this Easement Agreement;

WHEREAS, pending completion of the improvements for, and the dedication and the City's acceptance of, the Utility Improvements depicted in the Master Utility Plan, the City desires, and Intermountain Healthcare is willing to grant, temporary, non-exclusive utility easements for the benefit of the City over, under and across the Easement Property, all as specified in, and subject to the terms and conditions of, this Easement Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this Easement Agreement and the Intermountain Healthcare Development Agreement, Intermountain Healthcare and the City agree as follows.

1. Grant of Utility Easements. Subject to the terms and conditions of this Easement Agreement, Intermountain Healthcare hereby grants and conveys to the City nonexclusive, temporary easements over, upon, under, along and across the Easement Property (collectively, the "**Utility Easements**") solely for purposes of operating, repairing, maintaining, and removing the existing public utility facilities and improvements located thereon as of the Effective Date, specifically including those facilities, systems and lines for water (including for primary and secondary uses and for culinary, redundant and irrigation purposes), sanitary sewer, stormwater and electrical power (including transmission and distribution lines and related improvements) (collectively, the "**Utilities**"), together with a limited right of ingress and egress upon Easement Property by the City and its contractors and agents to operate, repair, maintain, replace and/or remove the Utilities (the "**Limited Use**"). Except as provided above, in no event shall the City or its contractors or agents use any portion of the Intermountain Healthcare Property and, other than for purposes of the Limited Use and as specified in this Easement Agreement, the Easement Property. Notwithstanding any other term or condition of this Easement Agreement, the Limited Use shall be made in such manner as will least interfere with the use of the Intermountain Healthcare Property, and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the use or development of the Intermountain Healthcare Property; provided that, as and to the extent that the same shall unreasonably interfere with the Utilities located thereon, the City shall have the right to keep the Transmission Line Easement Property clear of all brush, trees, timber and other hazards. Except for the Utility Easements granted herein, this Easement Agreement shall convey no other rights, interests or easements in or to the Easement Property to the City or to the public generally.

2. Term; Disclaimer following Termination. The term of the Utility Easements (the "**Term**") shall commence as of the Effective Date and terminate upon the first to occur of either (a) the completion of the construction, installation, dedication and, subject to the applicable one-year warranty period therefor, acceptance by the City of the Utility Improvements, or (b) abandonment of the Utility Easements by the City. Notwithstanding the foregoing, the City may elect to terminate its use of the Easement Property and this Easement Agreement at any time by providing written notice to Intermountain Healthcare. Immediately following the expiration or earlier termination of this Easement Agreement, the Parties shall execute and record such instruments as Intermountain Healthcare may reasonable require confirming the termination of the Utility Easements and this Easement Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Easement Property.

3. Maintenance and Repair of the Utilities. In accordance with the terms and conditions of this Easement Agreement, the City, at its sole cost and expense, shall have the right to maintain, repair, replace and remove the Utilities, in whole or in part, within, upon and below the Easement Property. Any use by the City (or the public generally) of, and any work undertaken by the City or its contractors or agents on or about, the Easement Property, including, without limitation, the maintenance, repair and removal of the Utilities (collectively, the "**Work**"), shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Easement Property (collectively, "**Applicable Laws**"). The Work, in any event, also shall be performed in a good and workmanlike manner and, once

commenced, shall be pursued diligently to completion. The cost and expense of the Work and/or Utilities, inclusive of any construction, maintenance, repair, removal and restoration costs, shall be the responsibility, cost or otherwise, of the City.

4. Additional Requirements and Reservations. The City and all those acting by, through or under the City shall use the Easement Property and the Utilities at their respective own risk, and Intermountain Healthcare shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City and its contractors and agents shall exercise reasonable care in its use of the Utility Easements, the Utilities and the Easement Property and shall, at the City's cost and expense, regularly inspect, maintain and repair the Utilities and the Easement Property in accordance with all Applicable Laws. Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Easement Property and the Utilities by the City, Intermountain Healthcare reserves the right to make any use of the Easement Property so long as such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City. Further, notwithstanding any other term or condition of this Easement Agreement or the Intermountain Healthcare Development Agreement, and in connection with the construction and installation of the Utility Improvements and other "**Infrastructure Improvements**" (as defined in the Canyon Creek Development Agreement) by Tenedor, Intermountain Healthcare may temporarily limit access to the Easement Property as reasonably necessary or appropriate therefor. Intermountain Healthcare shall have no responsibility to construct the Utility Improvements, the Infrastructure Improvements or any other utility or related improvements located within or outside of the boundaries of the Intermountain Healthcare Property.

5. Indemnification and Related Matters. The City agrees to defend, protect, indemnify and hold harmless Intermountain Healthcare and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the access to, or use of, the Utility Easements and/or Easement Property by or under the City or those acting by, through or under the City, or any failure of the City to perform its duties or obligations under this Easement Agreement with respect to the use of the Utility Easements and Easement Property; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of Intermountain Healthcare. Intermountain Healthcare acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "**Act**"), and nothing in this Easement Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Intermountain Healthcare or any third party and nothing in this Easement Agreement shall be so interpreted or construed.

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any "**Hazardous Materials**" (as defined below) on, under, above, around or near the Easement Property in violation of "**Environmental Laws**" (as defined below) and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Intermountain Healthcare Property (inclusive of the Easement Property). For purposes hereof, "**Environmental Condition**" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of any Environmental Laws including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar

term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and “*Environmental Laws*” mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Intermountain Healthcare that this Easement Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City’s rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Easement Property is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property at any time and from time to time, and any other private or public utility company serving the Intermountain Healthcare Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental or utility services; and (i) the right of the Intermountain Healthcare, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

6. No Representations or Warranties. Except as expressly set forth in this Easement Agreement or the Intermountain Healthcare Development Agreement, Intermountain Healthcare makes no representations or warranties, express or implied, with respect to the Easement Property, and the City shall accept and use the Easement Property in its present condition, “AS IS” and “WHERE IS” and with all faults and, further, the City shall bear all risks associated with this Easement Agreement, and its use, and the condition, of the Easement Property.

7. Right to Relocate. The City agrees, acknowledges and understands that Intermountain Healthcare reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Utilities, the Easement Property and any other improvements located thereon, and to reconstruct and reinstall any and all such Utilities and improvements affected by such relocation, so long as the construction of any such improvements within the relocated Easement Property is consistent with Applicable Laws. Prior to relocating any part of the Utilities, the Easement Property or any other improvements, Intermountain Healthcare shall provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this Easement Agreement as necessary or appropriate to reflect such changes.

8. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Easement Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified ~~or registered~~ mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, Attn: City Manager; and to Intermountain Healthcare as follows: IHC Health Services, Inc., c/o Stoel Rives LLP, 201 South Main Street, Suite 1100, Salt Lake City, Utah 84111, Attn: Guy P. Kroesche, Esq.; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

9. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Easement Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This Easement Agreement, together with the Intermountain Healthcare Development Agreement and any other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of Intermountain Healthcare and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property to the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

[signature pages and acknowledgments follow]

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPANISH FORK CITY, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this ___ day of _____, 2013

Dated this ___ day of _____, 2013

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the _____ of IHC Health Services, Inc., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the _____ of Spanish Fork City, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

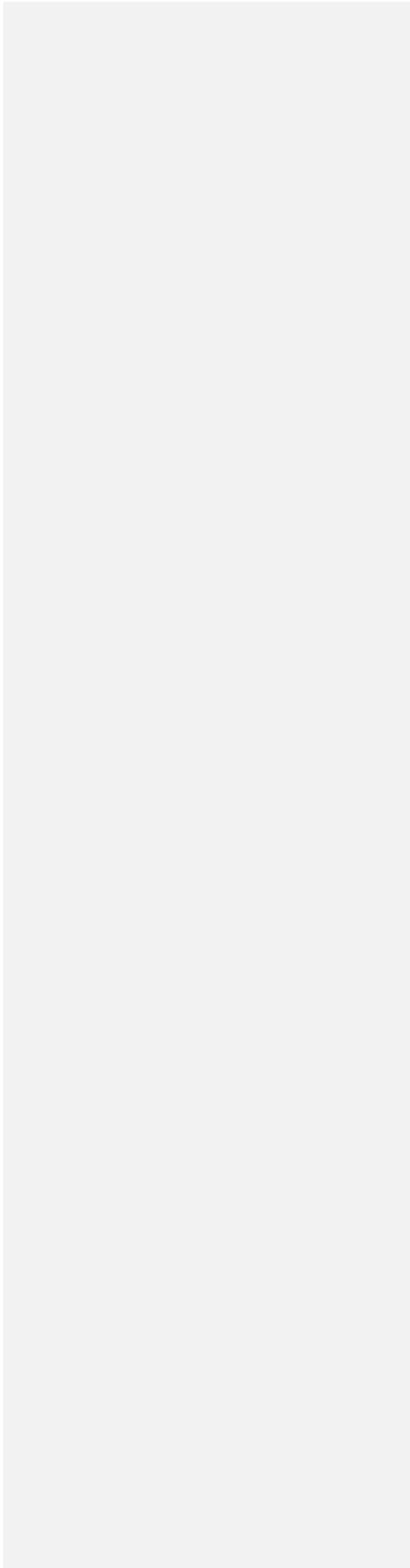


Exhibit "A"

(Depiction and Description of the Intermountain Healthcare Property)

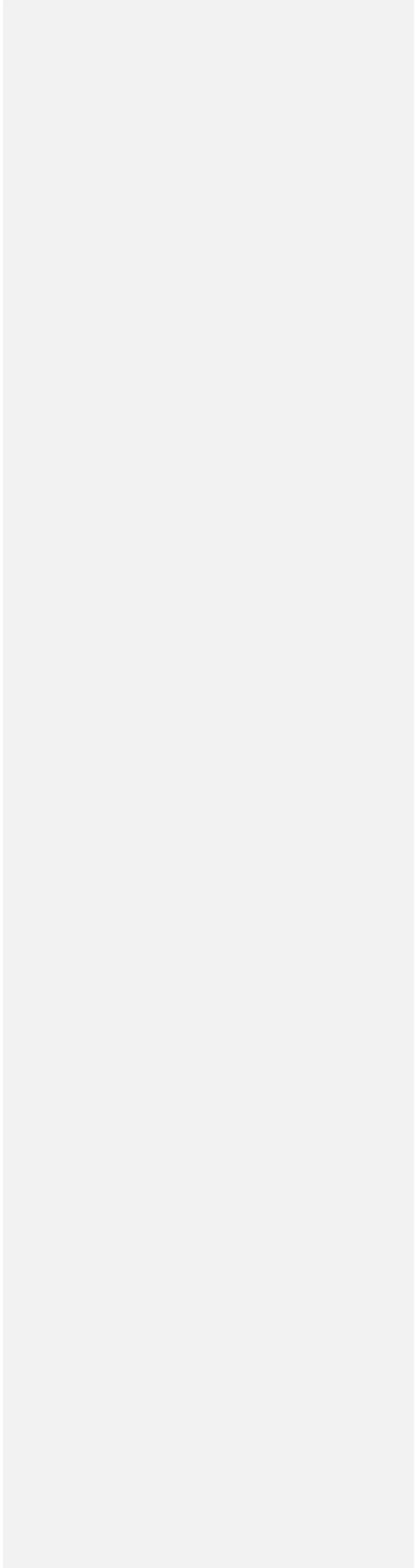


Exhibit "B"

(Canyon Creek Preliminary Plan, including the Master Utility Plan)

Exhibit "C"

(Description and Outline of the Chappel Drive Easement Property)

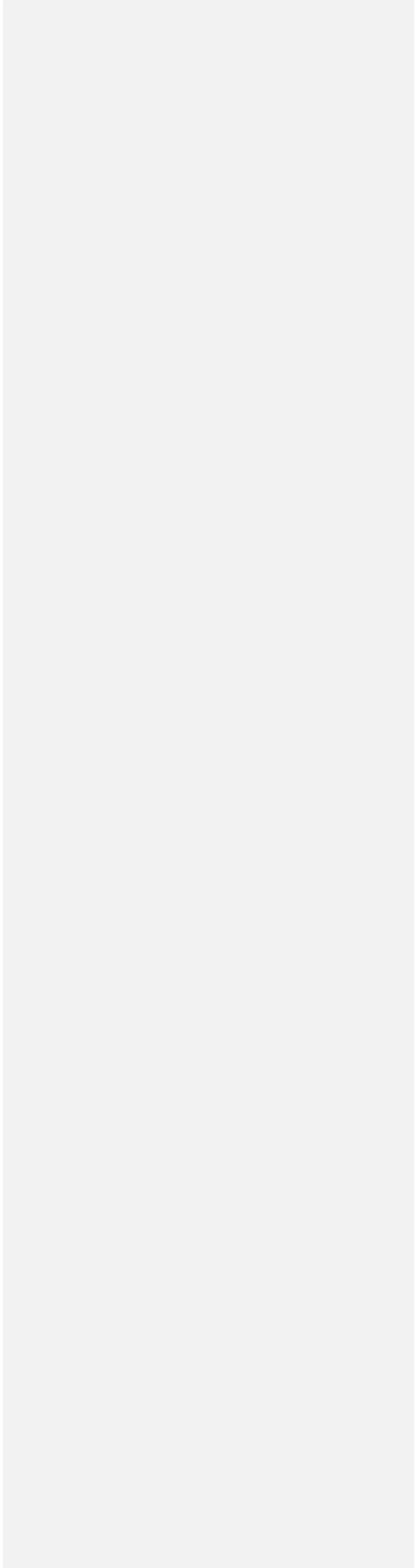
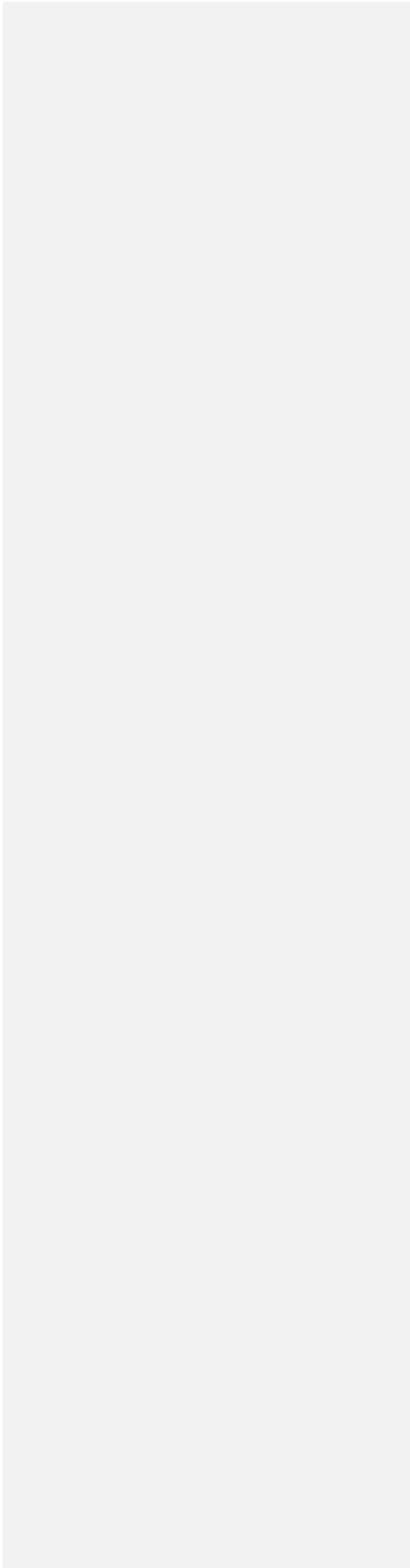


Exhibit "D"

(Description and Outline of the Transmission Line Easement Property)



WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

DECLARATION AND GRANT OF UTILITY EASEMENT

This DECLARATION AND GRANT OF UTILITY EASEMENT (the “*Easement Agreement*”) is made and entered into as of the ___ day of _____, 2013 (the “*Effective Date*”), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“*Intermountain Healthcare*”), and SPANISH FORK CITY, a Utah municipal corporation (the “*City*”). Intermountain Healthcare and the City are referred to herein individually as a “*Party*” and, collectively, as the “*Parties*.”

WHEREAS, Intermountain Healthcare owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached *Exhibit “A”* (the “*Intermountain Healthcare Property*”);

WHEREAS, in anticipation of the development of the Intermountain Healthcare Property, Intermountain Healthcare and the City have entered into that certain Development Agreement, dated as of the ___ day of _____, 2013 (the “*Intermountain Healthcare Development Agreement*”);

WHEREAS, pursuant to the Intermountain Healthcare Development Agreement, the City has confirmed, among other things, the form of instrument by which Intermountain Healthcare is willing grant to the City new public utility easements upon the Intermountain Healthcare Property, including, without limitation, an easement for [**TO BE CONFIRMED FOR EACH PARTICULAR EASEMENT GRANT**] [*that certain _____*] over, across and through that portion of the Intermountain Healthcare Property more particularly described and shown in attached *Exhibit “B”* (the “*Easement Property*”);

WHEREAS, in connection with the foregoing, the City desires, and Intermountain Healthcare is willing to grant, a non-exclusive public utility easement for the benefit of the City over, under and across the Easement Property, all as specified in, and subject to the terms and conditions of, this Easement Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this Easement Agreement and the Intermountain Healthcare Development Agreement, Intermountain Healthcare and the City agree as follows.

1. Grant of Utility Easement. Subject to the terms and conditions of this Easement Agreement, Intermountain Healthcare hereby grants and conveys to the City a perpetual, nonexclusive easement over, upon, under, along and across the Easement Property (the “*Utility Easement*”) solely for purposes of installing, operating, repairing, maintaining, relocating and removing those facilities, systems and lines for [**TO BE CONFIRMED FOR EACH PARTICULAR EASEMENT GRANT**] [*water (including for primary and secondary uses and for culinary, redundant and irrigation purposes), sanitary sewer, drainage and storage of stormwater, communications (including, without limitation, fiber optic), electrical power (including transmission and distribution lines and related improvements)*] (collectively, the “*Utilities*”), together with a limited right of ingress and egress upon Easement Property by the City and its contractors and agents to install, operate, repair, maintain, relocate, and/or remove the Utilities and, as and to the extent necessary or appropriate by reason thereof, restore the Easement Property (the “*Limited Use*”). Except as provided above, in no event shall the City or its contractors or agents use any portion of the Intermountain Healthcare Property and, other than for purposes of the Limited Use and as specified in this Easement

Agreement, the Easement Property. Notwithstanding any other term or condition of this Easement Agreement, the Limited Use shall be made in such manner as will least interfere with the use of the Intermountain Healthcare Property, and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the use or development of the Intermountain Healthcare Property; **TO INCLUDE IN OVERHEAD TRANSMISSION LINE EASEMENT** provided that, as and to the extent that the same shall unreasonably interfere with the Utilities located thereon, the City shall have the right to keep the Transmission Line Easement Property clear of all brush, trees, timber and other hazards]. Except for the Utility Easement granted herein, this Easement Agreement shall convey no other rights, interests or easements in or to the Easement Property to the City or to the public generally.

2. Installation, Maintenance and Repair of the Utilities; Related Matters. Any use by the City (or the public generally) of, or work undertaken by the City or its contractors or agents on or about, the Easement Property in connection with the installation, maintenance, repair, replacement, and removal of the Utilities, and/or any necessary or appropriate restoration of the Easement Property (collectively, the “**Work**”), and, further, the Limited Use shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Easement Property (collectively, “**Applicable Laws**”). The Work, in any event, also shall be performed in a good and workmanlike manner and, once commenced, shall be pursued diligently to completion. Except for any damage caused by or under Intermountain Healthcare, the cost and expense of the Work and/or Utilities, inclusive of any installation, maintenance, repair, removal, and restoration costs, shall be the responsibility, cost or otherwise, of the City.

3. Additional Requirements and Reservations. The City and all those acting by, through or under the City shall use the Easement Property and the Utilities at their respective own risk, and Intermountain Healthcare shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City and its contractors and agents shall exercise reasonable care in connection with any Work and any use of the Utility Easement, the Utilities and the Easement Property and, further, the City shall, at the City’s cost and expense, regularly inspect, maintain and repair the Utilities and the Easement Property in accordance with all Applicable Laws. Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Easement Property and the Utilities by the City, Intermountain Healthcare reserves the right to make any use of the Easement Property so long as such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City; provided that, except as otherwise agreed by Intermountain Healthcare, Intermountain Healthcare shall have no responsibility to install, construct, repair, maintain, or remove the Utilities or any other improvement located within or outside of the boundaries of the Intermountain Healthcare Property or the Easement Property.

4. Breach of Maintenance Obligations; Remedy. In the event that the City fails to maintain or repair the Utilities and the Easement Property as required under the terms of this Easement Agreement, Intermountain Healthcare shall have the right, upon thirty (30) days’ prior written notice to the City (and except in the event the City shall repair any such damages within any such thirty (30) day period or, in the event more than thirty (30) days shall be required to complete any such repairs, the City shall have commenced such repair within such thirty (30) day period and, then, diligently prosecute the same to completion within not more than ninety (90) days), to cause the maintenance or repair work specified in such notice to be commenced and completed in accordance with Applicable Laws, and, in any such event, the City shall reimburse Intermountain Healthcare for undertaking the repair work for the total cost thereof within thirty (30) days after receipt of written notice therefor, which notice shall include reasonably satisfactory evidentiary documentation of such incurred costs. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to and not in lieu of any other rights or remedies to which Intermountain Healthcare may be entitled under this Easement Agreement, the Intermountain Healthcare Development Agreement or otherwise, the City shall pay interest on any such unpaid amounts at a rate of eighteen percent (18%) per annum until all such amounts are paid in full.

5. Termination; Disclaimer and Removal of Utilities following Termination. The City may elect to terminate its use of the Easement Property and this Easement Agreement at any time by providing written notice to Intermountain Healthcare, but in any event, this Easement Agreement shall terminate and be of no further force or effect upon the abandonment of the Utilities by the City. In any event, no later than sixty (60) days following the termination of this Easement Agreement for any reason, the City, at its sole cost and expense, shall remove all Utilities and any related improvements located upon and below the Easement Property and shall fully restore the Easement Property to substantially the same condition existing as of the Effective Date. Immediately following the termination of this Easement Agreement, the Parties shall execute and record such instruments as Intermountain Healthcare may reasonable require confirming the termination of the Utility Easement and this Easement Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Easement Property under or by reason of this Easement Agreement.

6. General Limitations. The nonexclusive easement and all other rights and privileges granted to the City hereunder shall be subject to and/or limited as follows:

(a) Nonexclusive Use; Limitations. Exclusive use by the City of the Easement Property is expressly not granted, and the right and easement for use in common with Intermountain Healthcare by or under the City is hereby expressly reserved. The exercise of any rights or privileges granted under this Easement Agreement is and shall be subject to and limited by the terms and conditions of this Easement Agreement, the Intermountain Healthcare Development Agreement, matters of record as may be disclosed by a record examination of title as of the Effective Date, and the physical conditions and limitations of the Easement Property.

(b) Easement Appurtenant. The Utility Easement granted hereunder shall (i) constitute a covenant running with the land; (ii) be appurtenant to, and inure to the benefit of, the City and its successors and assigns, all of which persons may enforce any obligation created by this Easement Agreement; and (iii) bind and burden the Intermountain Healthcare Property and every person having any fee, leasehold, mortgage lien or other interest in any portion of the Intermountain Healthcare Property, however acquired.

(c) Damage to Intermountain Healthcare Property. If, in connection with the City's installation, maintenance, replacement or repair of the Utilities or restoration of the Easement Property, any hardscape, landscape, street, road, sidewalk or other property or improvements of Intermountain Healthcare are damaged or destroyed by the City, then, within thirty (30) days thereafter (or such additional reasonable time as may be required by the circumstances, not to exceed, subject to reasonable delays due to weather conditions, ninety (90) days, so long as the City shall commence any such repair or replacement within such thirty (30) day period and prosecute the same with reasonable due diligence), the City shall repair or replace any and all such damaged or destroyed improvements or property, in a good and workmanlike manner, to a condition substantially identical to that existing before any such damage or destruction.

(d) Location of Work and Improvements. Except and only to the extent that, due to engineering and design requirements, certain components of the Work must be located at surface level within or above the Easement Property and except as otherwise agreed to, in writing, by Intermountain Healthcare, the Work (and any and all components thereof) and appurtenances thereto shall be located underground within the Easement Property. Further, except as set forth in the preceding sentence or otherwise required by applicable federal, state and local laws, rules and regulations applicable thereto, the City shall bury the Work (and any components thereof) as required by any Applicable Laws.

(e) Liens. The City shall not suffer or permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Property or the Intermountain Healthcare Property, or any portion thereof, for any work or any labor, service or materials furnished or alleged to have been furnished in connection with any construction, maintenance, repair, restoration or other work, whether pursuant to an agreement entered into, or alleged to have been entered into, by the City or otherwise. Within thirty (30) days after the date of the filing or recording of any such lien, the City shall cause the same to be paid and discharged of record, or, if the City contests the amount allegedly due or the right of the lien or to make its lien claim, the City shall give notice in writing to Intermountain Healthcare of its intention to contest the validity of such lien and, then, shall give Intermountain Healthcare security in the form of a surety bond, a letter of credit or in form otherwise reasonably acceptable to Intermountain Healthcare in an amount equal to 120% of the amount of such contested lien claim, which shall be issued in favor of Intermountain Healthcare to protect Intermountain Healthcare from any damage resulting from such lien or claim during the entire time of any proceeding in which the City contests the lien; provided, however, that, in any event, any such contest shall be initiated, conducted and prosecuted to completion by the City with all due diligence, and Intermountain Healthcare shall have the right, but not the obligation, to appear or seek intervention in any such contest, with counsel acceptable to such party, for the purpose of protecting and preserving, as and to the extent deemed necessary by such party in its sole and absolute discretion, its interests.

7. Indemnification and Related Matters. The City agrees to defend, protect, indemnify and hold harmless Intermountain Healthcare and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the access to, or use of, the Utility Easement and/or Easement Property by or under the City or those acting by, through or under the City, or any failure of the City to perform its duties or obligations under this Easement Agreement with respect to the use of the Utility Easement and Easement Property; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of Intermountain Healthcare. Intermountain Healthcare acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "Act"), and nothing in this Easement Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Intermountain Healthcare or any third party and nothing in this Easement Agreement shall be so interpreted or construed.

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any "**Hazardous Materials**" (as defined below) on, under, above, around or near the Easement Property in violation of "**Environmental Laws**" (as defined below) and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Intermountain Healthcare Property (inclusive of the Easement Property). For purposes hereof, "**Environmental Condition**" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of any Environmental Laws including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum

hydrocarbons, and “*Environmental Laws*” mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Intermountain Healthcare that this Easement Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City’s rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Easement Property is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property at any time and from time to time, and any other private or public utility company serving the Intermountain Healthcare Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental or utility services; and (i) the right of the Intermountain Healthcare, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

8. No Representations or Warranties. Except as expressly set forth in this Easement Agreement or the Intermountain Healthcare Development Agreement, Intermountain Healthcare makes no representations or warranties, express or implied, with respect to the Easement Property, and the City shall accept and use the Easement Property in its present condition, “AS IS” and “WHERE IS” and with all faults and, further, the City shall bear all risks associated with this Easement Agreement, and its use, and the condition, of the Easement Property.

9. Right to Relocate. The City agrees, acknowledges and understands that Intermountain Healthcare reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Utilities, the Easement Property and any other improvements located thereon, and to reconstruct and reinstall any and all such Utilities and improvements affected by such relocation, so long as the construction of any such improvements within the relocated Easement Property is consistent with Applicable Laws. Prior to relocating any part of the Utilities, the Easement Property or any other improvements, Intermountain Healthcare shall provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this Easement Agreement as necessary or appropriate to reflect such changes.

10. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Easement Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified ~~or~~ registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, Attn: City Manager; and to Intermountain Healthcare as follows: IHC Health Services, Inc., c/o Stoel Rives LLP, 201 South Main Street, Suite 1100, Salt Lake City, Utah 84111, Attn: Guy P. Kroesche, Esq.; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

11. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be

deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Easement Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This Easement Agreement, together with the Intermountain Healthcare Development Agreement, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "Official Records") and, further, may not be modified except with the consent of Intermountain Healthcare and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property to the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against

any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPANISH FORK CITY, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of _____, 2013

Dated this __ day of _____, 2013

[acknowledgments follow]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of IHC Health Services, Inc., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Spanish Fork City, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

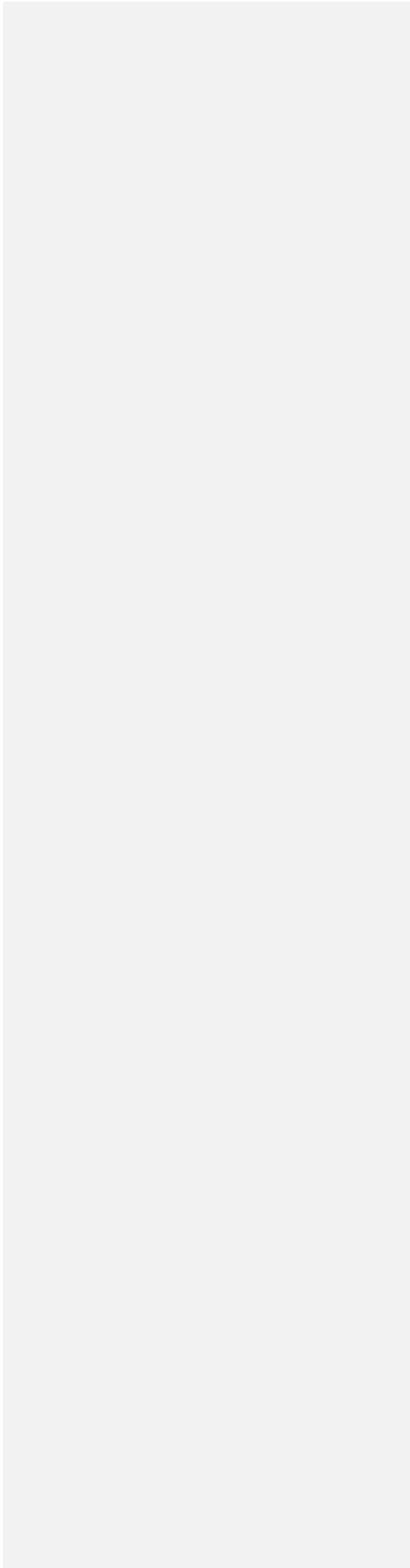


Exhibit "A"

(Depiction and Description of the Intermountain Healthcare Property)

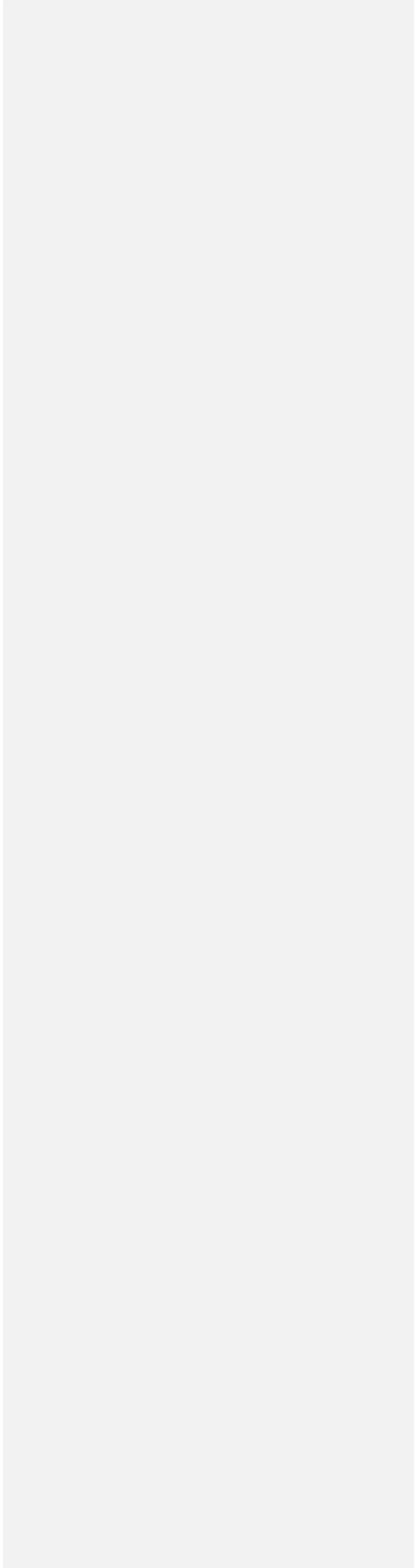


Exhibit "B"

(Description and Outline of the Easement Property)

WHEN RECORDED, MAIL TO:

Tenedor L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT

This DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT (the “***Easement Agreement***”) is made and entered into as of the ___ day of _____, 2013 (the “***Effective Date***”), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“***Tenedor***”), and SPANISH FORK CITY, a Utah municipal corporation (the “***City***”). Tenedor and the City are referred to herein individually as a “***Party***” and, collectively, as the “***Parties.***”

WHEREAS, Tenedor owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached ***Exhibit “A”*** (the “***Tenedor Property***”);

WHEREAS, in anticipation of the development of (a) the Tenedor Property and (b) certain other property near, contiguous or adjacent to the Tenedor Property to be commonly known as Canyon Creek (“***Canyon Creek***”), the City and Tenedor, entered into that certain Canyon Creek Development Agreement, dated as of the ___ day of _____, 2013 (the “***Canyon Creek Development Agreement***”);

WHEREAS, pursuant to and in accordance with the Canyon Creek Development Agreement, Tenedor committed to undertake and complete the planning, design, engineering and construction of certain utility improvements (collectively, the “***Utility Improvements***”), as generally depicted on that certain Master Utility Plan (the “***Master Utility Plan***”) approved by the City on September 3, 2013 as part of the Canyon Creek Shopping Center Preliminary Plan, a copy of which is attached as ***Exhibit “B”*** (the “***Canyon Creek Preliminary Plan***”), and as more particularly described in the Canyon Creek Development Agreement;

WHEREAS, in connection with the foregoing and pursuant to Spanish Fork Ordinance No. _____ and Ordinance No. _____ (together, the “***Vacation Ordinances***”), the City has vacated the Public Utility Easements located within the Easement Property more particularly described in ***Exhibit “C”*** attached hereto (the “***Easement Property***”), subject to the execution and delivery of this Easement Agreement;

WHEREAS, pending completion of the improvements for, and the dedication and the City’s acceptance of, the Utility Improvements depicted in the Master Utility Plan, the City desires, and Tenedor is willing to grant, temporary, non-exclusive utility easements for the benefit of the City over, under and across the Easement Property, all as specified in, and subject to the terms and conditions of, this Easement Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this Easement Agreement and the Tenedor Development Agreement, Tenedor and the City agree as follows.

1. **Grant of Utility Easements.** Subject to the terms and conditions of this Easement Agreement, Tenedor hereby grants and conveys to the City nonexclusive, temporary easements over, upon, under, along and across the Easement Property (collectively, the “***Utility Easements***”) solely for purposes of operating, repairing, maintaining, and removing the existing public utility facilities and improvements located thereon as

of the Effective Date, specifically including those facilities, systems and lines for water (including for primary and secondary uses and for culinary, redundant and irrigation purposes), sanitary sewer, stormwater and electrical power (including transmission and distribution lines and related improvements) (collectively, the “*Utilities*”), together with a limited right of ingress and egress upon Easement Property by the City and its contractors and agents to operate, repair, maintain, replace and/or remove the Utilities (the “*Limited Use*”). Except as provided above, in no event shall the City or its contractors or agents use any portion of the Tenedor Property and, other than for purposes of the Limited Use and as specified in this Easement Agreement, the Easement Property. Notwithstanding any other term or condition of this Easement Agreement, the Limited Use shall be made in such manner as will least interfere with the use of the Tenedor Property, and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the use or development of the Tenedor Property; provided that, as and to the extent that the same shall unreasonably interfere with the Utilities located thereon, the City shall have the right to keep the Transmission Line Easement Property clear of all brush, trees, timber and other hazards. Except for the Utility Easements granted herein, this Easement Agreement shall convey no other rights, interests or easements in or to the Easement Property to the City or to the public generally.

2. Term; Disclaimer following Termination. The term of the Utility Easements (the “*Term*”) shall commence as of the Effective Date and terminate upon the first to occur of either (a) the completion of the construction, installation, dedication and, subject to the applicable one-year warranty period therefor, acceptance by the City of the Utility Improvements, or (b) abandonment of the Utility Easements by the City. Notwithstanding the foregoing, the City may elect to terminate its use of the Easement Property and this Easement Agreement at any time by providing written notice to Tenedor. Immediately following the expiration or earlier termination of this Easement Agreement, the Parties shall execute and record such instruments as Tenedor may reasonable require confirming the termination of the Utility Easements and this Easement Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Easement Property.

3. Maintenance and Repair of the Utilities. In accordance with the terms and conditions of this Easement Agreement, the City, at its sole cost and expense, shall have the right to maintain, repair, replace and remove the Utilities, in whole or in part, within, upon and below the Easement Property. Any use by the City (or the public generally) of, and any work undertaken by the City or its contractors or agents on or about, the Easement Property, including, without limitation, the maintenance, repair and removal of the Utilities (collectively, the “*Work*”), shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Easement Property (collectively, “*Applicable Laws*”). The Work, in any event, also shall be performed in a good and workmanlike manner and, once commenced, shall be pursued diligently to completion. The cost and expense of the Work and/or Utilities, inclusive of any construction, maintenance, repair, removal and restoration costs, shall be the responsibility, cost or otherwise, of the City.

4. Additional Requirements and Reservations. The City and all those acting by, through or under the City shall use the Easement Property and the Utilities at their respective own risk, and Tenedor shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City and its contractors and agents shall exercise reasonable care in its use of the Utility Easements, the Utilities and the Easement Property and shall, at the City’s cost and expense, regularly inspect, maintain and repair the Utilities and the Easement Property in accordance with all Applicable Laws. Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Easement Property and the Utilities by the City, Tenedor reserves the right to make any use of the Easement Property so long as such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City. Further, notwithstanding any other term or condition of this Easement Agreement or the Tenedor Development

Agreement, and in connection with the construction and installation of the Utility Improvements and other “**Infrastructure Improvements**” (as defined in the Canyon Creek Development Agreement) by Tenedor.

5. Indemnification and Related Matters. The City agrees to defend, protect, indemnify and hold harmless Tenedor and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys’ fees and cost of suit, arising out of or resulting from the access to, or use of, the Utility Easements and/or Easement Property by or under the City or those acting by, through or under the City, or any failure of the City to perform its duties or obligations under this Easement Agreement with respect to the use of the Utility Easements and Easement Property; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of Tenedor. Tenedor acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the “**Act**”), and nothing in this Easement Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Tenedor or any third party and nothing in this Easement Agreement shall be so interpreted or construed.

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any “**Hazardous Materials**” (as defined below) on, under, above, around or near the Easement Property in violation of “**Environmental Laws**” (as defined below) and, further, shall not create, exacerbate or cause any “**Environmental Condition**” (as defined below) on or about the Tenedor Property (inclusive of the Easement Property). For purposes hereof, “**Environmental Condition**” means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of any Environmental Laws including, without limitation, any lack of required governmental permits or approvals, “**Hazardous Material**” means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and “**Environmental Laws**” mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Tenedor that this Easement Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City’s rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Easement Property is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property at any time and from time to time, and any other private or public utility company serving the Tenedor Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental or utility services; and (i) the right of the Tenedor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

6. No Representations or Warranties. Except as expressly set forth in this Easement Agreement or the Tenedor Development Agreement, Tenedor makes no representations or warranties, express or implied, with respect to the Easement Property, and the City shall accept and use the Easement Property in its present condition, "AS IS" and "WHERE IS" and with all faults and, further, the City shall bear all risks associated with this Easement Agreement, and its use, and the condition, of the Easement Property.

7. Right to Relocate. The City agrees, acknowledges and understands that Tenedor reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Utilities, the Easement Property and any other improvements located thereon, and to reconstruct and reinstall any and all such Utilities and improvements affected by such relocation, so long as the construction of any such improvements within the relocated Easement Property is consistent with Applicable Laws. Prior to relocating any part of the Utilities, the Easement Property or any other improvements, Tenedor shall provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this Easement Agreement as necessary or appropriate to reflect such changes.

8. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Easement Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, Attn: City Manager; and to Tenedor as follows: IHC Health Services, Inc., c/o Stoel Rives LLP, 201 South Main Street, Suite 1100, Salt Lake City, Utah 84111, Attn: Guy P. Kroesche, Esq.; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

9. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Easement Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This Easement Agreement, together with the Tenedor Development Agreement and any

other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the “**Official Records**”) and, further, may not be modified except with the consent of Tenedor and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property to the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys’ Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys’ fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

[signature pages and acknowledgments follow]

TENEDOR L.L.C., a Utah limited liability company

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: _____
O. Randall Woodbury, President

By: _____
Jeffrey K. Woodbury, Vice President

By: _____
Richard L.K. Mendenhall, Manager

SPANISH FORK CITY, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of _____, 2013

Dated this __ day of _____, 2013

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice President of WOODBURY CORPORATION, which is a Manager of TENEDOR L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of TENEDOR L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Spanish Fork City, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

Exhibit "A"

(Depiction and Description of the Tenedor Property)

Exhibit “B”

(Canyon Creek Preliminary Plan, including the Master Utility Plan)

Exhibit "C"

(Description and Outline of the Chappel Drive Easement Property)

Exhibit “D”

(Description and Outline of the Transmission Line Easement Property)

WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

TEMPORARY LICENSE AGREEMENT

(Spanish Fork City, Utah – Chappel Drive)

This TEMPORARY LICENSE AGREEMENT (this “**License Agreement**”) is made and entered into as of the ___ day of _____, 2013 (the “**Effective Date**”), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“**Intermountain Healthcare**”), and SPANISH FORK CITY CORPORATION, a Utah municipal corporation (the “**City**”). Intermountain Healthcare and the City are referred to herein individually as a “**Party**” and, collectively, as the “**Parties.**”

WHEREAS, Intermountain Healthcare owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached **Exhibit “A”** (the “**Intermountain Healthcare Property**”);

WHEREAS, in anticipation of the development of (a) the Intermountain Healthcare Property and (b) certain other property near, contiguous or adjacent to the Intermountain Healthcare Property to be commonly known as Canyon Creek (“**Canyon Creek**”), the City and Tenedor, L.L.C., a Utah limited liability company (“**Tenedor**”), entered into that certain Canyon Creek Development Agreement, dated as of the ___ day of _____, 2013 (the “**Canyon Creek Development Agreement**”);

WHEREAS, pursuant to and in accordance with the Canyon Creek Development Agreement, Tenedor committed to undertake and complete the planning, design, engineering and construction of certain public roadway and utility improvements (collectively, the “**Public Infrastructure Improvements**”), as generally depicted on that certain Public Roadways Dedication Plat, as approved by the City on August 20, 2013 (the “Public Roadways Dedication Plat”), and on that certain Canyon Creek Amended Preliminary Plat, as approved by the City on September 3, 2013, a copy of which is attached as Exhibit “B” (the “Amended Preliminary Public Roadways Dedication Plat”), copies of which are attached as Exhibit “B” and as more particularly described in the Canyon Creek Development Agreement;

WHEREAS, Intermountain Healthcare and the City have entered into that certain Development Agreement, dated as of the ___ day of _____, 2013 (the “**Intermountain Healthcare Development Agreement**”), pursuant to which the City has confirmed, among other things, the construction and installation of the certain portions of the Public Infrastructure Improvements and the vacation of certain portions of the public roadway known as Chappel Drive, as more particularly described and shown in attached **Exhibit “C”** (the “**Licensed Area**”);

WHEREAS, in connection with the foregoing and pursuant to Spanish Fork Ordinance No. _____ (the “**Vacation Ordinance**”), the City has vacated the Licensed Area, subject to the execution and delivery of this License Agreement;

WHEREAS, pending completion of the improvements for, and the dedication and the City’s acceptance of, that portion of the future public roadway labeled on the Public Roadways Dedication Plat as Market Place Drive, as more particularly shown in attached **Exhibit “D”** (“**Market Place Drive**”), the City desires, and Intermountain Healthcare is willing to grant, a temporary, non-exclusive license for the benefit of

the City and the public over and across the Licensed Area and the improvements to Market Place Drive (the “*Market Place Drive Improvements*”), all subject to the terms and conditions set forth in this License Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this License Agreement and the Intermountain Healthcare Development Agreement, Intermountain Healthcare and the City agree as follows.

1. **Grant of License.** Subject to the terms and conditions of this License Agreement, Intermountain Healthcare hereby grants to the City a nonexclusive, temporary license (the “*Temporary License*”) over and across the Licensed Area for the limited purpose of providing vehicular ingress and egress to and from adjacent public roadways and rights of way, and not otherwise (the “*Limited Use*”), for, until such time as this Temporary License shall terminate or otherwise expire according to its terms, use by the public. In no event, except as may be otherwise agreed, in writing, by the City and Intermountain Healthcare from or after the date hereof, shall the City (or the public generally) use any portion of the Intermountain Healthcare Property and, other than for purposes of the Limited Use and as specified in this Temporary License, the Licensed Area. Notwithstanding any other term or condition of this License, the Limited Use shall be made in such manner as will least interfere with the use of the Intermountain Healthcare Property and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the business or development activities of Intermountain Healthcare. Except for the Temporary License granted herein, this License Agreement shall convey no other rights, interests or easements in or to the Licensed Area to the City or to the public generally.

2. **Term; Disclaimer following Termination.** The term of this Temporary License (the “*Term*”) shall commence as of the Effective Date and terminate upon the completion of the construction, installation, dedication and, subject to the applicable one-year warranty period therefor, acceptance by the City of the Market Place Drive Improvements as a public roadway and right of way, with the effect that, upon expiration of the Term, the Temporary License shall terminate automatically and be of no further force and effect. Immediately following the expiration of this License Agreement, the Parties shall execute and record such instruments as Intermountain Healthcare may reasonable require confirming the termination of the Temporary License and this License Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Licensed Area.

3. **Maintenance, Barriers and Related Matters; General Limitations.** The City (and the public generally) shall use the Licensed Area at its own risk and in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Licensed Area (collectively, “Applicable Laws”), and Intermountain Healthcare shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City shall exercise reasonable care in its use of the Temporary License and the Licensed Area and shall, at the City’s cost and expense, regularly inspect, maintain and repair the Licensed Area in accordance with all Applicable Laws, applicable City rules, regulations and ordinances, including, without limitation, the City’s approved construction, maintenance and repair standards for public roadways and rights of way (the “*City Roadway Standards*”). Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Licensed Area by the City and the public, Intermountain Healthcare reserves the right to make any use of the Licensed Area so long as any such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City. Further, notwithstanding any other term or condition of this License Agreement or the Intermountain Healthcare Development Agreement, and in connection with the construction and installation of Market Place Drive Improvements and other Public Infrastructure Improvements by Tenedor, Intermountain Healthcare may temporarily allow the closure or limit access to the Licensed Area as reasonably necessary or appropriate therefor. Intermountain Healthcare shall have no responsibility to construct the Market Place Drive

Improvements, the Public Infrastructure Improvements or any other transportation or other improvements located within or outside of the boundaries of the Intermountain Healthcare Property.

~~4. **Breach of Maintenance Obligations; Remedy.** In the event that the City fails to maintain or repair the Licensed Area as required under the terms of this License Agreement, Intermountain Healthcare shall have the right, upon thirty (30) days' prior written notice to the City (and except in the event the City shall repair any such damages within any such thirty (30) day period or, in the event more than thirty (30) days shall be required to complete any such repairs, the City shall have commenced such repair within such thirty (30) day period and, then, diligently prosecute the same to completion within not more than ninety (90) days), to cause the maintenance or repair work specified in such notice to be commenced and completed in accordance with the City Roadway Standards, and, in any such event, the City shall reimburse Intermountain Healthcare for undertaking the repair work for the total cost thereof within thirty (30) days after receipt of written notice therefor, which notice shall include reasonably satisfactory evidentiary documentation of such incurred costs. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to and not in lieu of any other rights or remedies to which Intermountain Healthcare may be entitled under this License Agreement, the Intermountain Healthcare Development Agreement or otherwise, the City shall pay interest on any such unpaid amounts at a rate of eighteen percent (18%) per annum until all such amounts are paid in full.~~

~~5.4. **Comply with Laws.** No portion of the Licensed Area may be used in violation of the City Roadway Standards or any applicable ordinances, laws, rules, regulations, and requirements of any other governmental authorities having jurisdiction over the Licensed Area.~~

~~6.5. **Limitations; Indemnification; and Related Matters.** The City agrees to defend, protect, indemnify and hold harmless Intermountain Healthcare and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the access to, or use of, the Temporary License and/or Licensed Area by or under the City or the general public, or any failure of the City to perform its duties or obligations under this License Agreement with respect to the use of the Temporary License and Licensed Area; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of Intermountain Healthcare. Intermountain Healthcare acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "**Act**"), and nothing in this License Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Intermountain Healthcare or any third party and nothing in this License Agreement shall be so interpreted or construed.~~

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any "**Hazardous Materials**" (as defined below) on, under, above, around or near the Licensed Area in violation of "**Environmental Laws**" (as defined below) and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Intermountain Healthcare Property (inclusive of the Licensed Area). For purposes hereof, "**Environmental Condition**" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of Environmental Laws including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance,

extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and “*Environmental Laws*” mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Intermountain Healthcare that this License Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City’s rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Licensed Area is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Licensed Area at any time and from time to time, and any other private or public utility company serving the Intermountain Healthcare Property, of access to, and rights of ingress and egress over and across, any of the Licensed Area for purposes of providing any governmental or utility services; and (i) the right of the Intermountain Healthcare, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Licensed Area to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

~~7.6.~~ No Representations or Warranties. Except as expressly set forth in this License Agreement or the Intermountain Healthcare Development Agreement, Intermountain Healthcare makes no representations or warranties, express or implied, with respect to the Licensed Area, and the City shall accept and use the Licensed Area in its present condition, “AS IS” and “WHERE IS” and with all faults and, further, the City shall bear all risks associated with this License Agreement, and its use, and the condition, of the Licensed Area.

~~8.7.~~ Right to Relocate. The City agrees, acknowledges and understands that Intermountain Healthcare reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Licensed Area and the improvements located thereon, and to reconstruct and reinstall any and all such improvements affected by such relocation, so long as the construction of any such improvements within the relocated Licensed Area is consistent with the City Roadway Standards. Prior to relocating any part of the Licensed Area, Intermountain Healthcare shall provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this License Agreement as necessary or appropriate to reflect such changes.

~~9.8.~~ Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this License Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified ~~or registered~~ mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified ~~or registered~~ mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City ~~Corporation~~, 40 South Main Street, Spanish Fork, Utah 84660, Attn: ~~Junior Baker, Esq., City Manager~~ Attorney; and to Intermountain Healthcare as follows: IHC Health Services, Inc., c/o Stoel Rives LLP, 201 South Main Street, Suite 1100, Salt Lake City, Utah 84111, Attn: Guy P. Kroesche, Esq.; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

~~10.9.~~ Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this License Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This License Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this License Agreement, that the undersigned signatory has been duly authorized to execute and deliver this License Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This License Agreement, together with the Intermountain Healthcare Development Agreement and any other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this License Agreement shall be construed as a whole and not strictly for or against any Party. This License Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of Intermountain Healthcare and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this License Agreement shall be deemed to be a gift or dedication of all or any portion of the Licensed Area to the general public or for any public purpose whatsoever, and this License Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS LICENSE AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LICENSE AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this License Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this License Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this License Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this License Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this License Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this License Agreement, which by their nature are intended to survive the termination of this License Agreement, shall survive the termination of this License Agreement.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPANISH FORK CITY ~~CORPORATION~~, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of _____, 2013

Dated this __ day of _____, 2013

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of IHC Health Services, Inc., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Spanish Fork City ~~Corporation~~, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

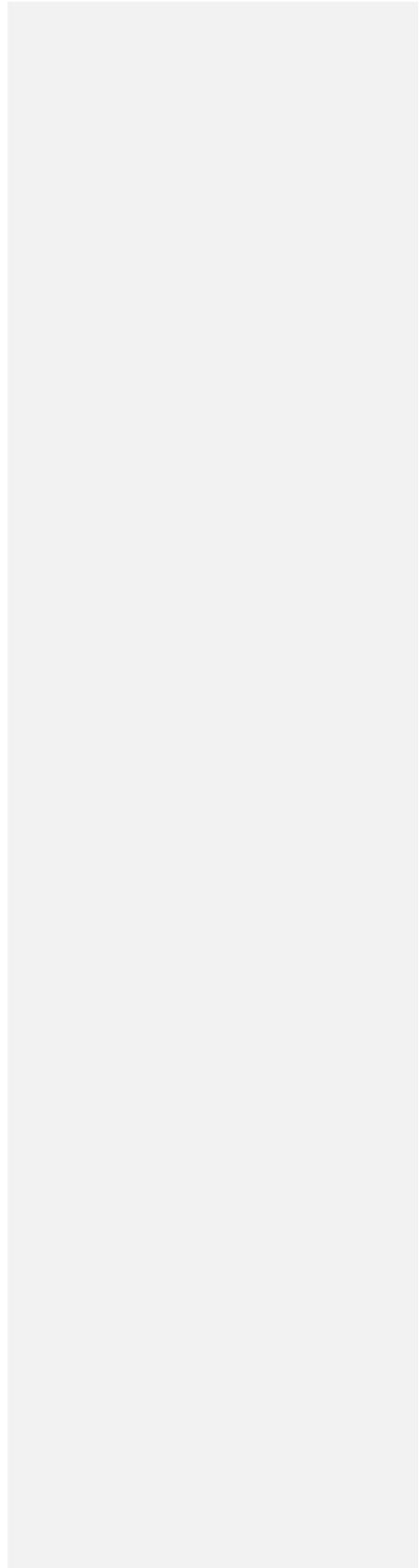


Exhibit "A"

(Depiction and Description of the Intermountain Healthcare Property)

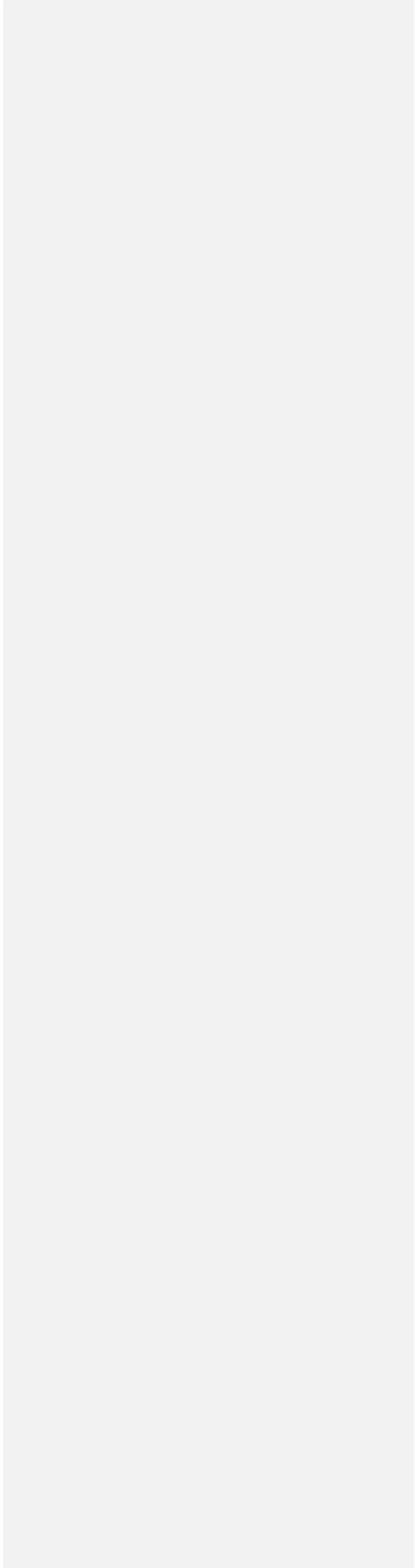


Exhibit "B"

(Copy of the Public Roadways Dedication Plat)

(see attached)

Exhibit "C"

(Description and Depiction of the Licensed Area)

(see attached)

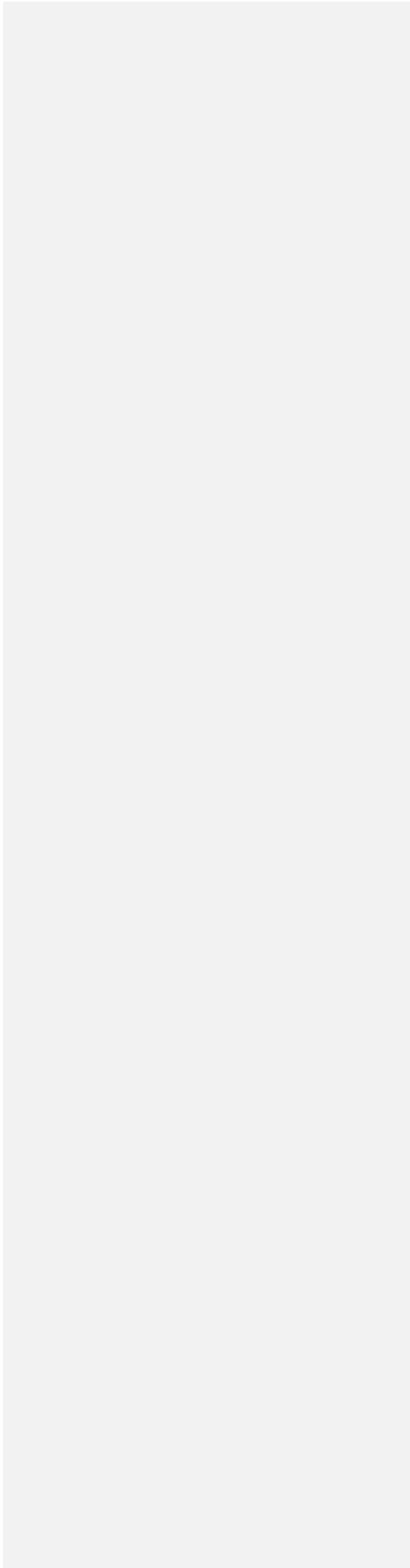


Exhibit "D"

(Depiction of Market Place Drive)

(see attached)

WHEN RECORDED, MAIL TO:

Tenedor L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

TEMPORARY LICENSE AGREEMENT

(Spanish Fork City, Utah – Chappel Drive)

This TEMPORARY LICENSE AGREEMENT (this “***License Agreement***”) is made and entered into as of the ___ day of _____, 2013 (the “***Effective Date***”), by and between Tenedor L.L.C., a Utah limited liability company (“***Tenedor***”), and SPANISH FORK CITY, a Utah municipal corporation (the “***City***”). Tenedor and the City are referred to herein individually as a “***Party***” and, collectively, as the “***Parties***.”

WHEREAS, Tenedor owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached ***Exhibit “A”*** (the “***Tenedor Property***”);

WHEREAS, in anticipation of the development of (a) the Tenedor Property, and (b) certain other property near, contiguous, or adjacent to the Tenedor Property to be commonly known as Canyon Creek (“***Canyon Creek***”), the City and Tenedor, L.L.C., entered into that certain Canyon Creek Development Agreement, dated as of the ___ day of _____, 2013 (the “***Canyon Creek Development Agreement***”);

WHEREAS, pursuant to and in accordance with the Canyon Creek Development Agreement, Tenedor committed to undertake and complete the planning, design, engineering and construction of certain public roadway and utility improvements (collectively, the “***Public Infrastructure Improvements***”), as generally depicted on that certain Canyon Creek Amended Preliminary Plat, approved by the City on September 3, 2013, a copy of which is attached as ***Exhibit “B”*** (the “***Public Roadways Dedication Plat***”), and as more particularly described in the Canyon Creek Development Agreement;

WHEREAS, in connection with the foregoing and pursuant to Spanish Fork Ordinance No. _____ (the “***Vacation Ordinance***”), the City has vacated the portion of Chappel Drive located within the Tenedor Property, more particularly described on ***Exhibit “C”*** attached hereto (the “***Licensed Area***”), subject to the execution and delivery of this License Agreement;

WHEREAS, pending completion of the improvements for, and the dedication and the City’s acceptance of, that portion of the future public roadway labeled on the Public Roadways Dedication Plat as Market Place Drive, as more particularly shown in attached ***Exhibit “D”*** (“***Market Place Drive***”), the City desires, and Tenedor is willing to grant, a temporary, non-exclusive license for the benefit of the City and the public over and across the Licensed Area and the improvements to Market Place Drive (the “***Market Place Drive Improvements***”), all subject to the terms and conditions set forth in this License Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this License Agreement and the Tenedor Development Agreement, Tenedor and the City agree as follows.

1. **Grant of License.** Subject to the terms and conditions of this License Agreement, Tenedor, Tenedor hereby grants to the City a nonexclusive, temporary license (the “***Temporary License***”) over and

across the Licensed Area for the limited purpose of providing vehicular ingress and egress to and from adjacent public roadways and rights of way, and not otherwise (the “**Limited Use**”), for, until such time as this Temporary License shall terminate or otherwise expire according to its terms, use by the public. In no event, except as may be otherwise agreed, in writing, by the City and Tenedor from or after the date hereof, shall the City (or the public generally) use any portion of the Tenedor Property and, other than for purposes of the Limited Use and as specified in this Temporary License, the Licensed Area. Notwithstanding any other term or condition of this License, the Limited Use shall be made in such manner as will least interfere with the use of the Tenedor Property and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the business or development activities of Tenedor. Except for the Temporary License granted herein, this License Agreement shall convey no other rights, interests or easements in or to the Licensed Area to the City or to the public generally.

2. Term; Disclaimer following Termination. The term of this Temporary License (the “**Term**”) shall commence as of the Effective Date and terminate upon the completion of the construction, installation, dedication and, subject to the applicable one-year warranty period therefor, acceptance by the City of the Market Place Drive Improvements as a public roadway and right of way, with the effect that, upon expiration of the Term, the Temporary License shall terminate automatically and be of no further force and effect. Immediately following the expiration of this License Agreement, the Parties shall execute and record such instruments as Tenedor may reasonable require confirming the termination of the Temporary License and this License Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Licensed Area.

3. Maintenance, Barriers and Related Matters; General Limitations. The City (and the public generally) shall use the Licensed Area at its own risk and in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Licensed Area (collectively, “**Applicable Laws**”), and Tenedor shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City shall exercise reasonable care in its use of the Temporary License and the Licensed Area and shall, at the City’s cost and expense, regularly inspect, maintain and repair the Licensed Area in accordance with all Applicable Laws, including, without limitation, the City’s approved construction, maintenance and repair standards for public roadways and rights of way (the “**City Roadway Standards**”). Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Licensed Area by the City and the public, Tenedor reserves the right to make any use of the Licensed Area so long as any such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City. Further, notwithstanding any other term or condition of this License Agreement or the Tenedor Development Agreement, and in connection with the construction and installation of Market Place Drive Improvements and other Public Infrastructure Improvements by Tenedor, Tenedor may temporarily allow the closure or limit access to the Licensed Area as reasonably necessary or appropriate therefor.

4. Comply with Laws. No portion of the Licensed Area may be used in violation of the City Roadway Standards or any applicable ordinances, laws, rules, regulations, and requirements of any other governmental authorities having jurisdiction over the Licensed Area.

5. Limitations; Indemnification; and Related Matters. The City agrees to defend, protect, indemnify and hold harmless Tenedor and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys’ fees and cost of suit, arising out of or resulting from the access to, or use of, the Temporary License and/or Licensed Area by or under the City or the general public, or any failure of the City to perform its duties or obligations under this License Agreement with respect to the use of the Temporary License and Licensed Area; provided, however, the foregoing obligation shall not apply to claims

or demands to the extent based on the neglect, fault or omission of Tenedor. Tenedor acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the “*Act*”), and nothing in this License Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Tenedor or any third party and nothing in this License Agreement shall be so interpreted or construed.

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any “*Hazardous Materials*” (as defined below) on, under, above, around or near the Licensed Area in violation of “*Environmental Laws*” (as defined below) and, further, shall not create, exacerbate or cause any “*Environmental Condition*” (as defined below) on or about the Tenedor Property (inclusive of the Licensed Area). For purposes hereof, “*Environmental Condition*” means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of Environmental Laws including, without limitation, any lack of required governmental permits or approvals, “*Hazardous Material*” means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and “*Environmental Laws*” mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Tenedor that this License Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City’s rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Licensed Area is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Licensed Area at any time and from time to time, and any other private or public utility company serving the Tenedor Property, of access to, and rights of ingress and egress over and across, any of the Licensed Area for purposes of providing any governmental or utility services; and (i) the right of the Tenedor, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Licensed Area to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

6. No Representations or Warranties. Except as expressly set forth in this License Agreement or the Tenedor Development Agreement, Tenedor makes no representations or warranties, express or implied, with respect to the Licensed Area, and the City shall accept and use the Licensed Area in its present condition, “AS IS” and “WHERE IS” and with all faults and, further, the City shall bear all risks associated with this License Agreement, and its use, and the condition, of the Licensed Area.

7. Right to Relocate. The City agrees, acknowledges and understands that Tenedor reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Licensed Area and the improvements located thereon, and to reconstruct and reinstall any and all such improvements affected by such relocation, so long as the construction of any such improvements within the relocated Licensed Area is consistent with the City Roadway Standards. Prior to relocating any part of the Licensed Area, Tenedor shall

provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this License Agreement as necessary or appropriate to reflect such changes.

8. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this License Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, Attn: City Manager; and to Tenedor as follows: Tenedor c/o Woodbury Corporation, 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109, Attention: Walker Kennedy III; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

9. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this License Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This License Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this License Agreement, that the undersigned signatory has been duly authorized to execute and deliver this License Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This License Agreement, together with the Tenedor Development Agreement and any other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this License Agreement shall be construed as a whole and not strictly for or against any Party. This License Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of Tenedor and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this License Agreement shall be deemed to be a gift or dedication of all or any portion of the Licensed Area to the general public or for any public purpose whatsoever, and this License Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS LICENSE AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LICENSE AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this License Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this License Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this License Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this License Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this License Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this License Agreement, which by their nature are intended to survive the termination of this License Agreement, shall survive the termination of this License Agreement.

[Signatures on following page]

TENEDOR L.L.C., a Utah limited liability company

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: _____
O. Randall Woodbury, President

By: _____
Jeffrey K. Woodbury, Vice President

By: _____
Richard L.K. Mendenhall, Manager

SPANISH FORK CITY, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this __ day of _____, 2013

Dated this __ day of _____, 2013

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice President of WOODBURY CORPORATION, which is a Manager of TENERDOR L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 20____, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of TENERDOR L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Spanish Fork City, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

Exhibit "A"

(Depiction and Description of the Tenedor Property)

Exhibit "B"

(Copy of the Public Roadways Dedication Plat)

(see attached)

Exhibit “C”

(Description and Depiction of the Licensed Area)

(see attached)

Exhibit "D"

(Depiction of Market Place Drive)

(see attached)



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 12 Sept. 2013
Re: Tenedor/IHC Escrow Agreement

On the City Council agenda for September 17 is an escrow agreement with Tenedor and IHC. This will guarantee that the improvements for the Canyon Creek Development are timely installed according to City standards. However, IHC needs some assurance that they will be able to step in if Tenedor fails to complete them. In addition, IHC is requiring a shorter time for completion than our standards allow. This agreement with the City and both of the other parties will allow these modifications from our standard bonding requirements to take place. The City will still conduct inspections to meet our standards.

Since this is referenced in the development agreement, it has been placed on the consent agenda.



ESCROW DEPOSIT AGREEMENT
(Public Roadways and Utilities)

This ESCROW DEPOSIT AGREEMENT (the “*Escrow Deposit Agreement*”) is made and entered into as of the ___ day of _____, 2013 (the “*Effective Date*”), by and between TENEDOR L.L.C., a Utah limited liability company (“*Tenedor*”), IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“*Intermountain Healthcare*”), SPANISH FORK CITY, a Utah municipal corporation (“*Spanish Fork*” or the “*City*”), and TITLE WEST TITLE COMPANY, a Utah corporation (“*the Escrow Agent*”).

RECITALS

A. Tenedor and Intermountain Healthcare entered into that certain Real Estate Exchange Agreement, dated June 25, 2010 (as the same has been amended, the “*Exchange Agreement*”), pursuant to which Tenedor agreed to convey to Intermountain Healthcare certain real property located in Spanish Fork, Utah County, Utah (the “*Intermountain Healthcare Property*”), as more particularly described and outlined in attached *Exhibit A*, and, in exchange therefor, Intermountain Healthcare agreed to convey to Tenedor certain other real property located adjacent to and/or in the vicinity of the Intermountain Healthcare Property in Spanish Fork, Utah County, Utah (the “*Tenedor Property*”), as more particularly described and outlined in attached *Exhibit B*.

B. The Intermountain Healthcare Property and the Tenedor Property are sometimes collectively referred to herein as the “*Subject Properties*.”

C. In connection with the transactions contemplated by the Exchange Agreement, and concurrently herewith, (i) Intermountain Healthcare and the City have entered into a Development Agreement, dated as of the ___ day of _____, 2013 (the “*Intermountain Healthcare Development Agreement*”) pertaining to the development of the Intermountain Healthcare Property (as more particularly defined in the Intermountain Healthcare Development Agreement, the “*Intermountain Healthcare Development*”), (ii) Tenedor and the City have entered into a separate Development Agreement, dated as of the ___ day of _____, 2013 (the “*Tenedor Development Agreement*”) pertaining to the development of the Tenedor Property (as more particularly defined in the Intermountain Healthcare Development Agreement, the “*Tenedor Development*”), and (iii) Intermountain Healthcare and Tenedor have entered into a Joint Development and Maintenance Agreement, dated as of the ___ day of _____, 2013 (the “*JDMA*”), all of which pertain, as and to the extent applicable, to the Intermountain Healthcare Development and the Tenedor Development.

D. The Intermountain Healthcare Development Agreement, Tenedor Development Agreement, and JDMA (collectively, the “*Project Development Agreements*”) all provide that Tenedor will complete or cause to be completed, at Tenedor’s sole cost and expense, the planning, design, engineering and construction of certain “*Public Roadways and Related Improvements*,” in accordance with the “*Public Roadways Plans and Specifications*,” and certain related or corresponding “*Utilities*,” in accordance with the “*Utility Plan*” (as such terms are defined in the Intermountain Healthcare Development Agreement), serving the Intermountain Healthcare Development and the Tenedor Development, as applicable (collectively, as further specified below and in the Project Development Agreements, the “*Tenedor Obligations*”).

E. Tenedor, Intermountain Healthcare and the City have agreed that the Tenedor Obligations pertaining to certain portions of the Public Roadways and Related Improvements and the Utilities, as shown and described in attached *Exhibit C* (the “*Phase 1 Improvements and Utilities*”), will be completed no later than September 30, 2014 and, to that end, Tenedor has agreed to fund an escrow

account (the “*Phase 1 Escrow*”), to be held by the City in the capacity of an the Escrow Agent (in such capacity, the “*Escrow Agent*”), to assure the City and Intermountain Healthcare that Tenedor will fully complete the Phase 1 Improvements and Utilities within said time frame, in accordance with the Public Roadways Plans and Specifications and the Utility Plan, and as otherwise required under the Project Development Agreements and any “*Applicable City Ordinances*,” which, for purposes of this Escrow Deposit Agreement shall mean the “*City Construction Standards*” (as defined below) all other applicable City rules, regulations, standards, requirements and ordinances which govern the development of land and construction of improvements upon, and within the vicinity of, the Subject Properties. For purposes hereof, the “*City Construction Standards*” means, except as and to the extent modified by, and subject to, the Project Development Agreements, the City’s development requirements and standards for the Phase 1 Improvements and Utilities.

F. Tenedor, Intermountain Healthcare and the City have also agreed that the Tenedor Obligations pertaining to the remaining portions of the Public Roadways and Related Improvements and the Utilities, as shown and described in attached *Exhibit D* (the “*Phase 2 Improvements and Utilities*” and, together with the Phase 1 Improvements and Utilities, the “*Improvements and Utilities*”), will be completed according to the construction timeline, a copy of which is attached as *Exhibit E* (the “*Construction Timeline*”) and, further the Improvements and Utilities shall be completed in their entirety, minor punch list items excepted (which do not affect the use or operation of the Improvements and Utilities or the Subject Properties), no later than [REDACTED], 2015 (the “*Completion Deadline*”) and, to that end, have agreed to fund a separate escrow account (the “*Phase 2 Escrow*”), to be held by the Escrow Agent, to assure the City and Intermountain Healthcare that Tenedor will fully complete the Phase 2 Improvements and Utilities within said time frame, in accordance with the Public Roadways Plans and Specifications and the Utility Plan, and as otherwise required under the Project Development Agreements or the Applicable City Ordinances.

G. In connection with the foregoing, Tenedor has agreed to deposit, in escrow, the funds for (i) the Phase 1 Improvements and Utilities (together with any and all interest accrued thereon, the “*Phase 1 Escrow Deposit*”) identified on the budget attached hereto as *Exhibit F* (the “*Phase 1 Budget*”), and (ii) the Phase 2 Improvements and Utilities (together with any and all interest accrued thereon, the “*Phase 2 Escrow Deposit*”) identified on the budget attached hereto as *Exhibit G* (the “*Phase 2 Budget*”) and, together with the Phase 1 Budget, the “*Improvements and Utilities Budget*”), all of which shall be held in escrow, in separate interest-bearing accounts, by the Escrow Agent and disbursed in accordance with the terms and conditions of this Escrow Deposit Agreement.

H. In furtherance of the Exchange Agreement and the Project Development Agreements, and by the execution hereof, the Escrow Agent has agreed to hold and disburse the Phase 1 Escrow Deposit and the Phase 2 Escrow Deposit (collectively, the “*Escrow Deposits*”) in accordance with the terms and conditions of this Escrow Deposit Agreement.

TERMS

NOW, THEREFORE, to these ends and for and in consideration of the terms, conditions, covenants set forth herein, and the mutual benefits to be derived by the parties from this Escrow Deposit Agreement, the undersigned agree as follows:

1. Escrow Deposit. In connection with, and as an inducement for, and condition precedent to, the closing of the transactions described in the Exchange Agreement and the Tenedor Obligations described in the Project Development Agreements, Tenedor agrees to, and shall, deposit, in escrow:

(a) _____ AND NO/100 DOLLARS (\$_____.00), which shall be held by the City in an interest-bearing account (again, together with any and all interest accrued thereon, the “*Phase 1 Escrow Deposit*”), which represents the sum of (i) 110% of Tenedor’s estimated costs and expenses to design, construct and install the Phase 1 Improvements and Utilities, as shown in the Phase 1 Budget attached hereto as *Exhibit F*, and (ii) fifteen percent (15%) of the Phase 1 Budget amount to cover administrative expenses incurred by Intermountain Healthcare in the event Intermountain Healthcare performs any part or all of the Tenedor Obligations (the “*Administrative Fees*”), and which shall be held in escrow by the Escrow Agent and disbursed in accordance with the terms and conditions of this Escrow Deposit Agreement; and

(b) _____ AND NO/100 DOLLARS (\$_____.00), which shall be held by the City in an interest-bearing account (again, together with any and all interest accrued thereon, the “*Phase 2 Escrow Deposit*”), which represents the sum of (i) 110% of Tenedor’s estimated costs and expenses to design, construct and install the Phase 2 Improvements and Utilities, as shown in the Phase 2 Budget attached hereto as *Exhibit G*, and (ii) fifteen percent (15%) of the Phase 2 Budget amount to cover the Administrative Fees incurred by Intermountain Healthcare in the event Intermountain Healthcare performs any part or all of the Tenedor Obligations, and which shall be held in escrow by the Escrow Agent and disbursed in accordance with the terms and conditions of this Escrow Deposit Agreement.

Tenedor agrees that, in connection with the consummation of the transactions contemplated under the Exchange Agreement, the Escrow Deposits shall be withheld by and/or transferred to the Escrow Agent from the consideration otherwise to be disbursed to Tenedor in connection with the consummation of the transactions contemplated under the Exchange Agreement and/or, as and to the extent of any deficiency in the amount of the Escrow Deposits, otherwise funded by Tenedor, to be held and disbursed by the Escrow Agent in accordance with the instructions and upon the terms set forth in this Escrow Deposit Agreement.

2. Permits; Contracts. In accordance with the Exchange Agreement and the Project Development Agreements, Tenedor agrees to, and shall, as and when issued, in the case of the “*Permits*” (as defined below) or, when fully executed, in the case of the “*Contracts*” (as defined below), deliver to the Escrow Agent, to be held by the Escrow Agent pursuant to the terms and conditions of the Exchange Agreement, the Project Development Agreements and this Escrow Deposit Agreement, the originals of all of Tenedor’s permits (individually and collectively, the “*Permits*”), and, further, any and all contracts and other agreements (individually and collectively, the “*Contracts*”) related to, and necessary or appropriate for, the design, construction and installation of any part or all of the Tenedor Obligations, each of which shall be for the benefit of Tenedor, the City and Intermountain Healthcare, and each of which shall be assignable to, and may be relied upon by, the City and Intermountain Healthcare. The Escrow Agent shall, and hereby agrees, to provide copies of the Permits and Contracts to Intermountain Healthcare immediately following the deposit thereof with the Escrow Agent.

3. Deposit of the Escrow Deposit; Escrow Deposit Accounts; Draw Request Procedures. Commencing on the date of the Escrow Agent’s receipt of the Escrow Deposits, the Escrow Agent shall hold the amount of the Phase 1 Escrow Deposit and the amount of the Phase 2 Escrow Deposit in separate, federally-insured, interest-bearing accounts with Zions First National Bank (individually, the “*Phase 1 Escrow Deposit Account*” and the “*Phase 2 Escrow Deposit Account*” and, collectively, the “*Escrow Deposit Accounts*”). All interest and other earnings on the Escrow Deposits shall be held in the respective Escrow Deposit Accounts and disbursed in the same manner and for the same purposes as the Phase 1 Escrow Deposit and the Phase 2 Escrow Deposit, as the case may be. Subject to the terms and conditions of this Escrow Deposit Agreement, the Escrow Account Deposits shall be used only in connection with the satisfaction of the costs and expenses of the Tenedor Obligations consistent with the

Improvements and Utilities Budget and the Administrative Fees, if any, and shall be disbursed as follows (each, a “**Draw Request Procedure**”):

(a) Prior to the fifteenth (15th) day following the end of each calendar month (the “**Relevant Month**”), commencing as of the end of the first full calendar month following the Effective Date, Tenedor’s general contractor (the “**General Contractor**”) will assemble the following documents (collectively, the “**GC Draw Package**”) separately with respect to each of the Phase 1 Improvements and Utilities and the Phase 2 Improvements and Utilities and, then, provide copies of the GC Draw Packages to each of Tenedor, Intermountain Healthcare, and the City:

(i) An affidavit of General Contractor (a “**Contractor’s Affidavit**”), which shall certify that all of the information included or referenced in the affidavit is true, complete and correct, and which shall include: (i) the name of every subcontractor, supplier and provider who has furnished labor, service or materials with respect to the Improvements and Utilities by, through or under the General Contractor (collectively, the “**Subcontractors**”), as the case may be; (ii) an itemized schedule showing the amount and general description of each of the expenses to be paid out of the draw request (the “**Expenses**”); (iii) the name and address of each payee entitled to payment from the draw request; and (iv) any unpaid Subcontractors and the amount, if any, due each of them; (v) the total amount of the draw request by the General Contractor; (vi) copies of all invoices from material suppliers and payment requests from subcontractors with respect to which payment is being requested for the Relevant Month; and (vii) a certification that the work with respect to which the GC Draw Package relates has been completed in a good and workmanlike manner in accordance with the Public Roadways Plans and Specifications and/or the Utility Plan (collectively, the “**Plans and Specifications**”), as applicable, for the particular portion of the Phase 1 Improvements and Utilities or the Phase 2 Improvements and Utilities, as the case may be; and

(ii) A fully executed Progress Payment Waiver and Release of Liens and Claims, in substantially the form attached hereto as **Exhibit H**, through the end of the Relevant Month for each of the General Contractor and all subcontractors and material suppliers (each, a “**Subcontractor**”) for which payment is being sought pursuant to the draw request (conditioned only upon payment and subject to any applicable retention).

(b) Within seven (7) days after Tenedor receives the GC Draw Package, Tenedor will assemble the following documents (collectively, the “**Developer Draw Package**”) with respect to the applicable Improvements and Utilities and will provide complete copies of the Developer Draw Package to Intermountain Healthcare and the City, together with a Developer Draw Package summary sheet with respect to applicable Escrow Deposit showing the total amount of the draw request with respect to the applicable Escrow Account (the “**Developer Draw Summary Sheet**”):

(i) The GC Draw Package;

(ii) The approval by Tenedor of the GC Draw Package for the Relevant Month; and

(iii) Instructions from Tenedor which shall include: (A) a direction as to how the funds due with respect to the Developer Draw Package and the GC Draw Package are to be disbursed (the “**Draw**”); and (B) a direction from Tenedor to the Escrow Agent to disburse amounts from the Escrow Deposit Accounts in accordance with the Draw; and (C) Tenedor’s wire transfer instructions regarding disbursements from the Escrow Deposit Accounts.

(c) The City shall review and, then, approve or disapprove of a Developer Draw Package within five (5) business days of the City's receipt of a complete Developer Draw Package, which approval shall not be unreasonably withheld, conditioned or delayed; provided that, in the event of the City's receipt of more than one Developer Draw Package within any five (5) business day period, the City shall have not less than five (5) business days to review and, then, approve or disapprove of each Developer Draw Package. The City's review of a Developer Draw Package may include such inspections or monitoring of the work and materials constituting Tenedor Obligations as the City reasonably determines is necessary in order to determine if the work completed complies with the City's construction standards and requirements and the applicable Plans and Specifications, which inspections may occur prior to or contemporaneously with the City's review of the applicable Developer Draw Package. In the event the City disapproves of the work or materials or the Developer Draw Package, the City shall specify the reasons for such disapproval in written in a notice which is delivered within such five (5) business day period. If the City fails to disapprove of a Developer Draw Package or the work or the material for which the Developer Draw Package has been submitted, the City shall be deemed to have approved of the same. Upon approval of a Developer Draw Package, the City shall authorize funding pursuant to Section 5, below; provided that, in the event the City shall be deemed to have approved any Developer Draw Package, then, the Escrow Agent shall be authorized to fund the Draw Request without any further authorization, written or otherwise, by the City.

(d) Intermountain Healthcare shall review and, then, approve or disapprove of a Developer Draw Package within five (5) business days of Intermountain Healthcare's receipt of a complete Developer Draw Package, which approval shall not be unreasonably withheld, conditioned or delayed. Intermountain Healthcare's review of a Developer Draw Package may include such inspections or monitoring of the work and materials constituting Tenedor Obligations as Intermountain Healthcare reasonably determines is necessary in order to determine if the work completed complies with the applicable Plans and Specifications, which inspections may occur prior to, or contemporaneously with, Intermountain Healthcare's review of the applicable Developer Draw Package. In the event Intermountain Healthcare disapproves of the work or the materials or the Developer Draw Package, Intermountain Healthcare shall specify the reasons for such disapproval in writing in a notice which is delivered within such five (5) business day period. If Intermountain Healthcare fails to disapprove of a Developer Draw Package or the work or the material for which the Developer Draw Package has been submitted, Intermountain Healthcare shall be deemed to have approved of the same. Upon approval of a Developer Draw Package, Intermountain Healthcare shall authorize funding pursuant to Section 5, below; provided that, in the event Intermountain Healthcare shall be deemed to have approved any Developer Draw Package, then, the Escrow Agent shall be authorized to fund the Draw Request without any further authorization, written or otherwise, by Intermountain Healthcare.

Notwithstanding the foregoing or any other term or condition of this Escrow Deposit Agreement, any such inspections, review and/or approval of any documents, instruments, surveys, reports or other matters, including, without limitation, the Developer Draw Package, the Draw, Developer Draw Summary Sheet, or the GC Draw Package, shall not relieve General Contractor or Tenedor, or be deemed a waiver or release by the City or Intermountain Healthcare of General Contractor or Tenedor, from their respective obligations to complete, or cause to be completed, the Tenedor Obligations in accordance with the Plans and Specifications therefor, the Project Development Agreements and/or the Exchange Agreement, as the case may be. Further, any such inspections, review or approval shall be solely for Intermountain Healthcare's or, except as and to the extent that the City shall confirm that the Tenedor Obligations comply with any Applicable City Ordinances, the City's own benefit and, in any case, no such review, inspections or approval shall limit or qualify Tenedor's right and obligation to complete the Tenedor Obligations in accordance with the Plans and Specifications and/or, except as and to the extent that the City shall confirm that the Tenedor Obligations comply with any Applicable City Ordinances, any other, applicable legal requirements, and, otherwise, neither Intermountain Healthcare nor the City

shall have any duty to ensure, and no such review, inspections or approval shall be deemed any confirmation, representation or warranty, that the completion of the Tenedor Obligations complies with the Plans and Specifications.

4. Conditions to Disbursement from Escrow Deposit Accounts. Prior to any disbursement from the Phase 1 Escrow Deposit Account or the Phase 2 Escrow Deposit Account, as the case may be, to Tenedor, the following conditions shall be fully satisfied:

(a) Tenedor and General Contractor shall certify in writing to the Escrow Agent that the request for disbursement does not exceed (taking into account prior amounts disbursed for the applicable line items) the amount of funds allocated for such work, costs and materials as set forth in the Phase 1 Budget, and, following disbursement of the amounts requested, the funds remaining in the Phase 1 Escrow Deposit Account, exclusive of any Administrative Fees, shall be sufficient to complete the remaining Phase 1 Improvements and Utilities in accordance with the Phase 1 Budget; provided, however, as and to the extent that, in connection with the completion of the Phase 1 Improvements and Utilities, the actual costs and expenses incurred in the completion of any such Phase 1 Improvements and Utilities is less than the amount budgeted therefor (each, a “*Phase 1 Savings*”), then, as demonstrated by reasonably, satisfactory evidentiary documentation provided by Tenedor and, then, subject to the advance, written approval of Intermountain Healthcare and the City, which shall not be unreasonably withheld or delayed, Tenedor shall have the right and option, but not the obligation, to use any part or all of the Phase 1 Savings toward the costs and expenses incurred in connection with the completion of any other Phase 1 Improvements and Utilities; and

(b) Tenedor and General Contractor shall certify in writing to the Escrow Agent that the request for disbursement does not exceed (taking into account prior amounts disbursed for the applicable line items) the amount of funds allocated for such work, costs and materials as set forth in the Phase 2 Budget, and, following the disbursement of the amounts requested, the funds remaining in the Phase 2 Escrow Deposit Account, exclusive of the Administrative Fees, shall be sufficient to complete the remaining Phase 2 Improvements and Utilities, in accordance with the Phase 2 Budget; provided, however, as and to the extent that, in connection with the completion of the Phase 2 Improvements and Utilities, the actual costs and expenses incurred in the completion of any such Phase 2 Improvements and Utilities is less than the amount budgeted therefor (a “*Phase 2 Savings*”), then, as demonstrated by reasonably, satisfactory evidentiary documentation provided by Tenedor and, then, subject to the advance, written approval of Intermountain Healthcare and the City, which shall not be unreasonably withheld or delayed, Tenedor shall have the right and option, but not the obligation, to use any part or all of the Phase 2 Savings toward the costs and expenses incurred in connection with the completion of any other Phase 2 Improvements and Utilities; and

(c) The City and Intermountain Healthcare shall have authorized such disbursement pursuant to the Draw Request Procedure set forth in Section 3, above, of this Escrow Deposit Agreement.

5. Disbursements from the Escrow Deposit Accounts. Tenedor, Intermountain Healthcare and the City hereby agree that, subject to the terms and conditions of this Escrow Deposit Agreement, the Escrow Deposits in the Escrow Deposit Accounts shall be disbursed as follows:

(a) Upon satisfaction of the conditions to disbursement set forth in Section 4, above, of this Escrow Deposit Agreement, the Escrow Agent shall disburse funds to Tenedor or as otherwise directed in the applicable Draw Request. Notwithstanding the foregoing or any other term or condition of this Escrow Deposit Agreement, except in the event of a “*Notice of Intent to Complete Improvements and Utilities*” (as such terms are defined below), _____ AND NO/100 DOLLARS (\$_____) [**AMOUNT TO BE SPECIFIED, BUT NOT TO EXCEED TEN PERCENT (10%) OF**

THE PHASE 1 BUDGET] of the amount set forth in the Improvements and Utilities Budget to complete the Tenedor Obligations shall not be disbursed by the Escrow Agent pursuant to any Draw Request or otherwise, but shall be retained by the Escrow Agent pursuant to this Escrow Deposit Agreement for a twelve (12) month warranty period until written notification from the City following such warranty period, as further specified in the Project Development Agreements.

(b) Notwithstanding subsection 5(a), above, within sixty (60) days following the occurrence of an “**Event of Default**” (as defined in Section 8 of this Escrow Deposit Agreement) or the City’s delivery of written notice to Tenedor and Intermountain Healthcare that Tenedor is in breach of its obligations to the City with respect to its completion of the Improvements and Utilities, Intermountain Healthcare shall notify the Escrow Agent and the City, in that connection, whether Intermountain Healthcare has elected to undertake and complete the remaining Improvements and Utilities. Upon receipt of a notice from Intermountain Healthcare indicating that Intermountain Healthcare will undertake completion of the Improvements and Utilities (a “**Notice of Intent to Complete Improvements and Utilities**”), the Escrow Agent shall hold and disburse the balance of the Escrow Deposit Accounts to and for the benefit of Intermountain Healthcare under the terms and conditions of this Escrow Deposit Agreement, including, specifically, as set forth in Section 9, below.

(c) If, within sixty (60) days following the occurrence of an Event of Default, or the City’s delivery of written notice to Tenedor and Intermountain Healthcare that Tenedor is in breach of its obligations to the City with respect to its completion of the Improvements and Utilities, Intermountain Healthcare has not provided a Notice of Intent to Complete Improvements and Utilities to the Escrow Agent, the City and Tenedor, then the City, by written notice to Intermountain Healthcare and Tenedor within thirty (30) days thereafter, shall have the right, but not the obligation, to undertake and complete the remaining Improvements and Utilities. As and to the extent that the City elects to undertake any such work, the City shall deliver written notice thereof to Tenedor and Intermountain Healthcare and the City, in its capacity as the Escrow Agent, shall hold and disburse the balance in the Escrow Deposit Accounts to and for the benefit of the City under the terms and conditions of this Escrow Deposit Agreement, including specifically, as set forth in Section 9, below.

(d) Immediately following any disbursement of the Escrow Deposits from the Escrow Deposit Accounts pursuant to subsections 5(b) or 5(c), above, in whole or in part, the Escrow Agent shall provide written verification and confirmation thereof to Tenedor and Intermountain Healthcare, together with any documentation or other evidentiary documentation provided by Intermountain Healthcare or the City, as the case may be, and relating to any such disbursement.

6. Transfer of Funds from Phase 1 Escrow Deposit Account to Phase 2 Escrow Deposit Account. Notwithstanding anything to the contrary set forth herein, upon the earlier to occur of: (a) completion of the Phase 1 Improvements and Utilities in accordance with the Plans and Specifications, the Exchange Agreement, the Project Development Agreements and Applicable City Ordinances, as confirmed in writing to Tenedor and Intermountain Healthcare by the City, or (b) an Event of Default hereunder, any portion of the Phase 1 Escrow Deposit remaining in the Phase 1 Escrow Deposit Account as of the date of such completion or Event of Default, as the case may be, shall be transferred into the Phase 2 Escrow Deposit Account and become a part of the Phase 2 Escrow Deposit, to be held and disbursed in the same manner as the remainder of the Phase 2 Escrow Deposit in accordance with the terms and conditions of this Escrow Deposit Agreement.

7. Assignment of Contracts. Concurrently with the execution of this Escrow Deposit Agreement, Tenedor shall execute and deliver to the Escrow Agent an Assignment of Permits and Contracts (the “**Assignment**”) of all of Tenedor’s rights and interests under such Contracts and Permits for the Tenedor Obligations, the form of which is attached hereto as **Exhibit I**, and which shall specify

that, so long as Intermountain Healthcare has not delivered a Notice of Intent to Complete Improvements and Utilities to the City, Tenedor and the Escrow Agent, or a Notice of Intent to Complete Improvements and Utilities to Tenedor and the Escrow Agent, Tenedor shall continue to operate under the terms and condition of such Contracts and Permits, but not otherwise. Further, the Escrow Agent shall hold and deliver the Assignment, along with any consents to the assignment of a Permit or Contract provided pursuant to the Assignment, as follows:

(a) to Tenedor, upon Tenedor's full and complete satisfaction of the Tenedor Obligations, as confirmed, in writing, by Tenedor, the City and Intermountain Healthcare, and upon full payment of all contractors, subcontractors, and materialmen by Tenedor for the completion of the Tenedor Obligations, and the termination of this Escrow Deposit Agreement pursuant to the provisions of either subsection 14(a) or 14(c) of this Escrow Deposit Agreement; or

(b) to Intermountain Healthcare promptly upon Intermountain Healthcare's delivery of a Notice of Intent to Complete Improvements and Utilities to the Escrow Agent.

8. Notice of Default; Event of Default; Intermountain Healthcare's Access to Funds in the Escrow Deposit Accounts. In the event that Tenedor fails to observe the terms and conditions of this Escrow Deposit Agreement or the Project Development Agreements, or Tenedor fails to complete all or any part of the Tenedor Obligations in accordance with this Escrow Deposit Agreement, the Plans and Specifications, the Project Development Agreements or any Applicable City Ordinances on or before the dates specified in the Construction Timeline or the Completion Deadline, as the case may be **[CONFIRM COMPLETION DEADLINE BY PARTIES AND, FURTHER, UNDER APPLICABLE CITY ORDINANCES]**, the following provisions apply:

(a) The party alleging such breach (the "**Alleging Party**") shall provide written notice to Tenedor (with a copy to Intermountain Healthcare or the City, as the case may be) identifying the specific nature of such alleged default (a "**Notice of Default**"), whereupon Tenedor shall have thirty (30) days in which to fully cure the default (the "**Initial Cure Period**").

(b) Notwithstanding the foregoing sentence, if, within the Initial Cure Period, (i) Tenedor is diligently pursuing the cure of a default in a commercially reasonable manner following a Notice of Default, and (ii) there are sufficient funds in the Escrow Deposit Accounts to pay for all uncompleted Improvements and Utilities, then the Initial Cure Period shall be extended as reasonably necessary (but in any event, not more than sixty (60) days from the Notice of Default) to allow Tenedor to complete the cure (an "**Extended Cure Period**") so long as, prior to the expiration of the Initial Cure Period, Tenedor provides to Intermountain Healthcare a written plan documenting the commercially reasonable actions Tenedor will undertake during the Extended Cure Period in order to complete, and a timeline within which Tenedor will complete, such cure; provided that, notwithstanding the foregoing, no such Extended Cure Period shall extend beyond the Completion Deadline in any event.

(c) Tenedor's failure to cure a default following a Notice of Default within, as applicable, the Initial or Extended Cure Period, shall be an "**Event of Default**" hereunder and under the Exchange Agreement.

(d) Upon an Event of Default, Intermountain Healthcare shall have the right, but not the obligation, at Intermountain Healthcare's sole discretion, to undertake and complete the remaining Tenedor Obligations at Tenedor's sole cost and expense. In the event Intermountain Healthcare elects to undertake and complete all or part of the remaining Tenedor Obligations after an Event of Default by Tenedor, Intermountain Healthcare shall deliver a Notice of Intent to Complete Improvements and Utilities to the City and Tenedor within the time frames set forth in Section 5 of this Escrow Deposit

Agreement and shall be entitled to submit to the Escrow Agent requests for direct reimbursements and/or payment to Intermountain Healthcare's contractors, subcontractors, and/or materialmen engaged in the design, construction or installation of, as applicable, the remaining Improvements and Utilities in accordance with Section 5(b) hereof; provided, further, that in addition to reimbursement for any such costs and expenses, Intermountain Healthcare also shall be entitled to, and be paid from the Escrow Deposit Accounts, the Administrative Fees based on the total costs and expenses incurred by Intermountain Healthcare in order to complete the Improvements and Utilities. Notwithstanding any term or condition of the Escrow Deposit Agreement, the Project Development Agreements or the Exchange Agreement, in the event of the Notice of Intent to Complete Improvements and Utilities or otherwise, any efforts by Intermountain Healthcare to complete the Tenedor Obligations, unless otherwise determined by Intermountain Healthcare in its sole discretion, shall be subject to, and conditioned upon, the sufficiency of funds therefor in the Escrow Deposit Accounts and Intermountain Healthcare shall not be obligated to expend any funds or incur any indebtedness therefor. Further, notwithstanding any such Notice of Intent to Complete Improvements and Utilities or the terms and conditions of this Escrow Deposit Agreement, in the event of any failure of Tenedor to complete all or any part of the Tenedor Obligations, then, in addition to the rights of Intermountain Healthcare under this Escrow Deposit Agreement, Intermountain Healthcare shall have any and all rights and remedies to which it may be entitled under the Exchange Agreement, the Project Development Agreements, Applicable City Ordinances or otherwise. Further, notwithstanding any term or condition of the Escrow Deposit Agreement, the Project Development Agreements or the Exchange Agreement, in no event shall Intermountain Healthcare be liable for any penalties, fees or other charges incurred by Tenedor in furtherance of, or in connection with, the Tenedor Obligations or pursuant to any other agreement to which Tenedor is a party or, further, as a result of Tenedor's failure to timely complete the Tenedor Obligations.

(e) In the event Intermountain Healthcare shall expend funds or incur any indebtedness in connection with Intermountain Healthcare's completion of the Improvements and Utilities following a Notice of Intent to Complete Improvements and Utilities, Tenedor shall be obligated to reimburse Intermountain Healthcare therefor and the failure to do so shall be considered, and deemed, a breach of the Exchange Agreement and the Project Development Agreements, as applicable, and an Event of Default under this Escrow Deposit Agreement. Accordingly, Tenedor shall continue to be liable for the completion of the Tenedor Obligations and the cost and expense thereof, inclusive of any applicable Administrative Fees, notwithstanding this Escrow Deposit Agreement, the Notice of Intent to Complete Improvements and Utilities, and any efforts of Intermountain Healthcare to complete the Tenedor Obligations pursuant thereto.

9. Intermountain Healthcare's Access to Funds in the Escrow Deposit Accounts. If Intermountain Healthcare has delivered a Notice of Intent to Complete Improvements and Utilities pursuant to Section 5(b), Intermountain Healthcare shall be entitled to reimbursement for Intermountain Healthcare's costs and expenses, including, without limitation, for or related to the review and/or preparation of any plans and specifications, permits or contracts therefor, incurred in connection with Intermountain Healthcare's completion of any or all of the remaining Tenedor Obligations, pursuant to the following draw request procedure ("**Intermountain Healthcare's Draw Request**"):

(a) An affidavit of the general contractor, which may or may not be the General Contractor (a "**General Contractor's Affidavit**"), which shall certify that all of the information included or referenced in the affidavit is true, complete and correct, and which shall include: (i) the name of every subcontractor, supplier and provider who has furnished labor, service or materials with respect to the Improvements and Utilities by, through or under such general contractor, which may or may not be the Subcontractors (collectively, the "**Intermountain Healthcare's Subcontractors**"), as the case may be; (ii) an itemized schedule showing the amount and general description of each of the expenses to be paid out of the draw request (the "**Intermountain Healthcare Expenses**"); (iii) the name and address of each

payee entitled to payment from the draw request; and (iv) any unpaid Intermountain Healthcare Subcontractors and the amount, if any, due each of them; (v) the total amount of the draw request by such general contractor (the “*Intermountain Healthcare General Contractor*”); (vi) copies of all invoices from material suppliers and payment requests from Intermountain Healthcare Subcontractors with respect to which payment is being requested for the Relevant Month; and (vii) a certification that the work with respect to which the Intermountain Healthcare’s Draw Request relates has been completed in a good and workmanlike manner in accordance with the plans and specifications for the particular Improvements and Utilities (as applicable, the “*BGC Draw Package*”); and

(b) A fully executed Progress Payment Waiver and Release of Liens and Claims through the end of the Relevant Month for each of the Intermountain Healthcare General Contractor and all Intermountain Healthcare Subcontractors and material suppliers for which payment is being sought pursuant to the draw request (conditioned only upon payment and subject to any applicable retention). The form of the lien waivers shall be substantially as set forth on *Exhibit G* attached hereto.

(c) Within seven (7) days after Intermountain Healthcare receives the BGC Draw Package, Intermountain Healthcare will assemble the Developer Draw Package with respect to the applicable Improvements and Utilities and will provide complete copies of the Developer Draw Package to the City and Tenedor which shall include the following:

(i) A Developer Draw Package summary sheet with respect to the Escrow Deposit showing the total amount of the draw request with respect to the Escrow Deposit Account (the “*Intermountain Healthcare Draw Summary Sheet*”);

(ii) The BGC Draw Package;

(iii) The approval by Intermountain Healthcare of the BGC Draw Package for the Relevant Month;

(iv) An Affidavit from Intermountain Healthcare, certified as being true, complete and correct, to Intermountain Healthcare’s current, actual knowledge, which shall include a listing of all costs and expenses part of Intermountain Healthcare’s Draw for the Relevant Month;

(v) Copies of invoices for the costs and expenses included as part of the Intermountain Healthcare’s Draw; and

(vi) Instructions from Intermountain Healthcare, which shall include: (i) a direction as to how the funds due with respect to the Developer Draw Package and the BGC Draw Package are to be disbursed (the “*Intermountain Healthcare’s Draw*”); and (ii) directions from Intermountain Healthcare to the Escrow Agent to disburse amounts from the Escrow Deposit Accounts in accordance with the Intermountain Healthcare’s Draw; and (iii) Intermountain Healthcare’s wire transfer instructions regarding disbursements from the Escrow Deposit Accounts (collectively, together with a draw summary sheet showing the total amount of the draw request, the “*Intermountain Healthcare Draw Package*”).

(d) Intermountain Healthcare shall forward the Intermountain Healthcare Draw Package to the Escrow Agent along with instructions as to how Intermountain Healthcare’s Draw is to be disbursed pursuant to Intermountain Healthcare’s Draw Package, and, further, Intermountain Healthcare shall direct the Escrow Agent, subject to the review and approval by the City under the terms and conditions of this Escrow Deposit Agreement, to disburse the Intermountain Healthcare’s Draw from the Escrow Deposit Account in accordance with Intermountain Healthcare’s Draw Package. In any case, any

such Intermountain Healthcare Draw Package and/or any disbursement from the Escrow Deposit Accounts shall not, in any such events, be subject to any review and/or approval of Tenedor under any circumstances, notwithstanding any other term or condition of this Escrow Deposit Agreement.

10. The City's Access to Funds in the Escrow Deposit Accounts. Upon (a) an Event of Default or the City's delivery of written notice to Tenedor and Intermountain Healthcare that Tenedor is in breach of its obligations to the City with respect to its completion of the Improvements and Utilities, and (b) Intermountain Healthcare's failure to deliver a Notice of Intent to Complete Improvements and Utilities to the City and Tenedor within the time frames set forth in Section 5 of this Escrow Deposit Agreement, and (c) the City's notification to Intermountain Healthcare and Tenedor, in writing, of its intent to undertake and complete all or any of the Improvements and Utilities for the amounts specified in the Budget, the City shall be entitled to submit to the Escrow Agent requests for direct reimbursements and/or payments to Tenedor's contractors, subcontractors and/or materialmen engaged in the design, construction or installation of all or any portion of the Improvements and Utilities in accordance with subsection 5(c) hereof; provided, further, that in addition to reimbursement for any such costs and expenses, the City also shall be entitled to, and be paid from the Escrow Deposit, a ten percent (10%) management fee based on the total costs and expenses incurred by the City in order to complete the Improvements and Utilities. Notwithstanding any term or condition of the Escrow Deposit Agreement, the Project Development Agreements or the Exchange Agreement, in no event shall the City be liable for any penalties, fees or other charges incurred by Tenedor in furtherance of, or in connection with the Tenedor Obligations or pursuant to any other agreement to which Tenedor is a party or, further, as a result of as a result of Tenedor's failure to timely complete the Tenedor Obligations.

11. Tenedor's Indemnification. Tenedor shall defend, indemnify and hold harmless Intermountain Healthcare, its officers, directors, employees, affiliated corporations, representatives, agents, and contractors, from and against any liens (including, without limitation, mechanics' liens, materialmen's liens, suppliers' liens and design professional liens) and/or disputes regarding payment to any third party who supplied labor or materials in connection with or on account of Tenedor's design, construction or installation of the Tenedor Obligations, and/or any liability, damages (excluding any punitive, incidental, special, indirect, or consequential damages), costs and expenses (including reasonable attorneys' fees) resulting from any claims or demands made or brought by any third party as a result of injury, death or damage to property caused by or connected with Tenedor's, or Tenedor's representatives or agents, neglect, fault or omission in the design, construction and/or installation of the Tenedor Obligations.

12. The Escrow Agent's Responsibilities.

(a) It is intended by the parties hereto that the City's duty in its capacity as the Escrow Agent shall be solely administrative, and regardless of whether or not it has knowledge of any other agreements by the parties, the Escrow Agent shall not be bound by any such agreements or the knowledge thereof, but must hold and dispose of the Escrow Deposit Accounts solely in accordance with the terms of this Escrow Deposit Agreement. If at any time the Escrow Agent receives conflicting instructions or deems itself insecure as to proper methods for discharging its duties hereunder, then the Escrow Agent shall notify Intermountain Healthcare and Tenedor thereof, in writing, and, unless any such conflict shall be resolved to the reasonable satisfaction of the Escrow Agent within thirty (30) days following any such notice, then the Escrow Agent shall be completely discharged of any liability whatsoever in this matter if the Escrow Agent, within five (5) business days thereafter, resigns by notifying the parties, which resignation shall become effective on the date of mailing, and, in any such event, the Escrow Agent shall thereupon be relieved of all other responsibilities in relation to this Escrow Deposit Agreement, except the responsibility to hold the funds in the Escrow Deposit Accounts until (a) a successor the Escrow Agent is appointed by the parties and accepts the appointment, in which event the

Escrow Agent shall cooperate in the transfer of the funds of the Escrow Deposit Account to any such successor, or (b) the contents of the Escrow Deposit Accounts are taken by reason of law or action of duly constituted authority, either state or federal. Further, the Escrow Agent may resign at any time by notifying the parties and such resignation shall become effective on the date of mailing and the Escrow Agent shall thereupon be relieved of all other responsibilities in relation to this Escrow Deposit Agreement, except the responsibility to hold the Escrow Deposit Accounts until (c) a successor the Escrow Agent is appointed by the parties and accepts the appointment, in which event the Escrow Agent shall cooperate in the transfer of the funds of the Escrow Deposit Account to any such successor, or (d) the contents of the Escrow Deposit Account are taken by reason of law or action of duly constituted authority, either state or federal.

(b) All directions, notifications, authorizations, and other communications to the Escrow Agent shall be in writing, and the Escrow Agent may disregard any oral directions, notifications, authorizations or other communications received by it, notwithstanding any provision herein to the contrary.

(c) Notwithstanding any provision herein to the contrary, the Escrow Agent is entitled to rely upon the written direction of Tenedor as described in Section 3(b)(iii); the written authorization of the City as described in Section 3(c); the written authorization of Intermountain Healthcare as described in Section 3(d); the certification of Tenedor and Tenedor's General Contractor as described in Sections 3(a), 4(a) and 4(b); notification by Intermountain Healthcare as described in Section 5(b); notification by the City as described in Sections 5(a) and 5(c); notification from Tenedor and Intermountain Healthcare as described in Section 7(a); notification by Intermountain Healthcare as described in Section 7(b); notification from Intermountain Healthcare as described in Sections 8(d) and 9(d) and request and representations of the City as described in Section 10, as prima facie evidence of the satisfaction of all conditions precedent to said authorizations and notifications. Except as and to the extent due to the bad faith, intentional misconduct or gross negligence of the Escrow Agent (for which the Escrow Agent shall indemnify, defend and hold harmless Tenedor, Intermountain Healthcare and the City), the parties hereto shall at all times indemnify the Escrow Agent, its officers, directors, and employees and hold them harmless from and against any and all loss, damages, expenses, claims or causes of action that shall or may arise from the Escrow Agent's reliance upon said authorizations and notifications.

(d) The Escrow Agent shall not be required to take notice of any default or any other matter, nor bound by nor required to give any notice or demand, nor required to take any action whatsoever except as herein expressly provided.

(e) All duties of the Escrow Agent and conditions in connection with such duties are contained in this Escrow Deposit Agreement, and the Escrow Agent shall not be charged with any duty or term or condition of any duty not expressed in this Escrow Deposit Agreement.

(f) The Escrow Agent shall not be liable for any damage or expense to any person or property, regardless of how the same may be caused or suffered by reason of breach of this Escrow Deposit Agreement or negligence (affirmative or otherwise) by any other person or entity, except in the case of a breach of this Escrow Deposit Agreement, bad faith, willful misconduct, or gross negligence on the part of the Escrow Agent, its employees or persons acting under its directions or control, for which the Escrow Agent shall indemnify, defend and hold harmless Tenedor, Intermountain Healthcare and the City.

(g) Until completion of all of the Tenedor Obligations, and upon thirty (30) days' advance, written notice thereof from Tenedor to Intermountain Healthcare and the City, any amounts

remaining in the Escrow Deposit Accounts shall be disbursed to Tenedor. Notwithstanding any other term or condition of this Escrow Deposit Agreement, so long as the Escrow Agent shall establish the Escrow Deposit Accounts as contemplated under this Escrow Deposit Agreement, the Escrow Agent shall not be liable for, and each of Tenedor and Intermountain Healthcare shall release the Escrow Agent from, any loss, damage, expense, cost, or claim resulting from, or caused by, the performance or nonperformance of Zions First National Bank in the handling of disbursement of the Escrow Deposit Accounts and any funds therein.

13. Notices. Any notices, communications, deliveries, commitments, approvals or disapprovals required under this Escrow Deposit Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered by confirmed electronic transmission, confirmed facsimile, hand delivery (receipted), certified or registered mail, with postage prepaid and return receipt requested, or nationally recognized, overnight courier service, and addressed to the following addresses:

Tenedor: TENEDOR L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Mr. Joe Rich
Telephone: (801) 485-7770:
E-mail: j_rich@woodburycorp.com

With a copy to: WPI ENTERPRISES
5455 West 11000 North, Suite 202
Highland, Utah 84003
Attention: Mr. Richard L. K. Mendenhall
Telephone: (801) 467-7000
E-mail: rp@wpi.us.com

Intermountain Healthcare: IHC HEALTH SERVICES, INC.
36 South State Street, 22nd Floor
Salt Lake City, Utah 84111
Attention: Corporate Real Estate Director
Telephone: (801) 442-3987
E-mail: tom.uriona@imail.org

With a copy to: STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attention: Guy P. Kroesche, Esq.
Telephone: (801) 328-3131
E-mail: gpkroesche@stoel.com

Spanish Fork City: SPANISH FORK CITY
40 South Main Street
Spanish Fork, Utah 84660
Attention: City Manager
Telephone: (801) 804-4500
E-mail: _____

With a copy to:

SPANISH FORK CITY ATTORNEY
40 South Main Street
Spanish Fork, Utah 84660
Attention: Junior Baker, Esq.
Telephone: (801) 804-4676
E-mail: jbaker@spanishfork.org

or to such other address as any party may specify in writing to the other in the manner set forth above. All notices shall be effective on receipt by the addressee and shall be deemed received upon delivery to the addresses set forth herein

14. Termination of Escrow Deposit Agreement. This Escrow Deposit Agreement shall terminate on the earlier of:

(a) the date specified in a written agreement of termination executed by Tenedor, Intermountain Healthcare and the City;

(b) the date specified in an order terminating this Escrow Deposit Agreement issued by a court of competent jurisdiction; or

(c) an acknowledgement, in writing, by Intermountain Healthcare and the City, that Tenedor (i) has fully performed all of the Tenedor Obligations, and (ii) has provided satisfactory evidence, in Intermountain Healthcare's and the City's respective reasonable discretion, of payment and lien waivers, including a fully-executed Final Payment Waiver and Release of Liens and Claims, as set forth in **Exhibit J** attached hereto, for each of the General Contractor and all Subcontractors and material suppliers for which payment has been sought pursuant to a Developer Draw Package, with respect to such work and materials in connection with the design, construction and installation of all Tenedor Obligations.

15. Successors and Assigns. This Escrow Deposit Agreement shall inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the foregoing or anything to the contrary set forth herein, however, unless otherwise agreed to, in writing, by Intermountain Healthcare or Tenedor, as the case may be, in no event shall Intermountain Healthcare or Tenedor, as the case may be, be deemed or construed as the successor or assign of the other under the Intermountain Healthcare Development Agreement or the Tenedor Development Agreement, as the case may be.

16. Entire Agreement. This Escrow Deposit Agreement, including the exhibits attached hereto and the above recitals (which are incorporated in and made a part of this Escrow Deposit Agreement by this reference), and the relevant provisions of the Exchange Agreement and the Project Development Agreements, as the case may be, constitute the entire agreement between the parties hereto relative to the subject matter hereof. Any other prior negotiations, correspondence, agreements, or understandings relative to the subject matter hereof shall be deemed to be merged in this Escrow Deposit Agreement and shall be of no force or effect. This Escrow Deposit Agreement may not be amended or modified except in writing executed by all of the parties hereto.

17. Interpretation; Incorporation; Related Matters. This Escrow Deposit Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association or combination thereof, and the term "Intermountain Healthcare" shall include Intermountain

Healthcare herein named and any assignee of such Intermountain Healthcare. The section headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Escrow Deposit Agreement. The word “including” shall mean “including, without limitation,” in all cases where used in this Escrow Deposit Agreement. The provisions of this Escrow Deposit Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

18. Counterparts; Facsimile Signatures. This Escrow Deposit Agreement may be executed in any number of counterparts and/or by facsimile or digital transmission, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

19. No Waiver. Acceptance by any party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

20. Invalidity of Provision. If any provisions of this Escrow Deposit Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Escrow Deposit Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Escrow Deposit Agreement as a whole.

21. Attorneys’ Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Escrow Deposit Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys’ fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

22. Jury Trial Waiver. EACH PARTY TO THIS ESCROW DEPOSIT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS ESCROW DEPOSIT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

23. Limitations On Liability. Notwithstanding any other term or provision of this Escrow Deposit Agreement, no personal liability shall at any time be asserted or enforceable against the respective members, affiliates, trustees, shareholders, members, directors, officers, managers or officials, as applicable, on account of any of Tenedor’s, Intermountain Healthcare’s or the City’s respective obligations or actions under this Escrow Deposit Agreement. Further, except in the event of the gross negligence or intentional misconduct of a Party, such Party shall not be liable under any circumstances for injury or damage to, or interference with, any other Party’s business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. In addition, in no event shall any Party be liable to any other Party for any punitive, special, exemplary, consequential, or indirect damages of any kind or nature, whether incurred

by the other Party or otherwise; provided, however, notwithstanding anything herein to the contrary, the Party at fault shall be liable for and shall not be released from any claims for actual damages.

24. Survival. This Escrow Deposit Agreement shall survive the “*Closing*” and shall not be deemed to merge into the “*Tenedor Deed*” or the “*Intermountain Healthcare Deed*,” as the case may be (as such terms are defined in the Exchange Agreement) to be provided by Tenedor to Intermountain Healthcare pursuant to the Exchange Agreement or any other conveyance or document prepared in connection with this Escrow Deposit Agreement or the Exchange Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Tenedor has caused this Escrow Deposit Agreement to be executed by its duly authorized representatives effective as of the day and year first above written..

TENEDOR L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation
Its Manager

By: _____
Jeffrey K. Woodbury, Vice President

Dated this ____ day of _____, 2013.

By: _____
O. Randall Woodbury, President

Dated this ____ day of _____, 2013.

By: _____
Richard L.K. Mendenhall, Manager

Dated this ____ day of _____, 2013.

IN WITNESS WHEREOF, Intermountain Healthcare has caused this Escrow Deposit Agreement to be executed by its duly authorized representatives effective as of the day and year first above written.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

EXHIBIT A

INTERMOUNTAIN HEALTHCARE PROPERTY

That certain real property located in Utah County, Utah, particularly described as follows:

EXHIBIT B

TENEDOR PROPERTY

That certain real property located in Utah County, Utah, particularly described as follows:

EXHIBIT C

PHASE 1 IMPROVEMENTS AND UTILITIES

EXHIBIT D

PHASE 2 IMPROVEMENTS AND UTILITIES

EXHIBIT E
CONSTRUCTION TIMELINE

EXHIBIT F
PHASE 1 BUDGET

EXHIBIT G
PHASE 2 BUDGET

EXHIBIT H

FORM OF PROGRESS PAYMENT WAIVER AND RELEASE OF LIENS

[attached]

EXHIBIT I

FORM OF ASSIGNMENT OF PERMITS AND CONTRACTS

[attached]

EXHIBIT J

FORM OF FINAL PAYMENT WAIVER AND RELEASE OF LIENS AND CLAIMS

[attached]



MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 11 Sept. 2013
Re: IHC Signage Easement Agreement

On the City Council agenda for September 17 is a signage with IHC. The Council has previously approved a signage plan in conjunction with the Canyon Creek Development. Tenedor has granted IHC the right to show directional signs on the signs on 2700 North and SR-51. We will also display "Welcome to Spanish Fork" signs. We don't currently have an ordinance which will allow Canyon Creek to use these signs, as they are off premise, but that may happen in the future. This agreement is consistent with the signage plan.

This agreement allows IHC access to our property to install and maintain the sign. It will have the design as approved by the Council in the Canyon Creek Signage Plan. We will share maintenance costs with IHC for our signs.

Since the master signage plan for Canyon Creek has been approved by the Council, this has been placed on the consent agenda.



AFTER RECORDING, RETURN TO:

Guy P. Kroesche
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

DECLARATION AND GRANT OF EASEMENT AGREEMENT

(Directional Signage)

This DECLARATION AND GRANT OF EASEMENT AGREEMENT (this "***Easement Agreement***") is made and entered into as of the ____ day of _____, 2013 (the "***Effective Date***"), by and between SPANISH FORK CITY CORPORATION, a Utah municipal corporation (the "***City***"), and IHC Health Services, Inc., a Utah nonprofit corporation ("***Intermountain Healthcare***"). The City and Intermountain Healthcare are collectively referred to as the "***Parties***" and individually as a "***Party***."

WHEREAS, the City owns certain real property located in the City of Spanish Fork, Utah County, State of Utah, as more particularly described in attached ***Exhibit "A"*** (the "***City Property***");

WHEREAS, in connection with Intermountain Healthcare's development of, together with ancillary, incidental and related facilities, uses and services, a regional medical center (the "***Medical Center***") on certain real property in the vicinity of the City Property, as more particularly described in attached ***Exhibit "B"*** (the "***Intermountain Healthcare Property***"), Intermountain Healthcare and the City have entered into that certain Development Agreement, dated as of September 3, 2013 (the "***Development Agreement***"), pursuant to which the City has confirmed, among other things, the construction and installation of certain directional and way-finding signage for the Medical Center upon certain real property of the City;

WHEREAS, consistent with the foregoing, Intermountain Healthcare now desires to install, operate and maintain, on a portion of the City Property more particularly outlined in attached ***Exhibit "C"*** (the "***Sign Easement Property***"), certain directional and way-finding signage for the Medical Center (the "***Intermountain Healthcare Sign***") upon, and as part of, a monument sign structure (the "***Sign Structure***" and together with the Intermountain Healthcare Sign, the "***Signage Improvements***"), all of which Signage Improvements generally shall be designed and constructed consistent with the drawings and materials as generally shown in attached ***Exhibit "D"***;

WHEREAS, the City also desires to install certain directional and informational signage for the City (the "***City Sign***" and together with the Intermountain Healthcare Sign, each a "***Sign***" and together, the "***Signs***") upon, and as part of, the Sign Structure;

WHEREAS, the City is willing to grant Intermountain Healthcare an exclusive easement for the Signage Improvements over and across the Sign Easement Property, together with certain limited, nonexclusive access rights and the right to construct and operate underground utility lines and related facilities and improvements as may be reasonably necessary for the Sign (collectively, the "***Utility Improvements***"), upon, across and under those portions of Sign Easement Property also outlined in attached ***Exhibit "C"*** (the "***Access/Utility Easement Property***" and together with the Sign Easement Property, the "***Easement Property***"), subject to, and in accordance with, the terms and provisions of this Easement Agreement;

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Easement Agreement and the Development Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

1. Grant of Easements. Subject to the terms and conditions of this Easement Agreement, the City hereby grants and conveys to Intermountain Healthcare an exclusive easement upon, over, under and across the Sign Easement Property (the "**Sign Easement**") for the limited purpose of constructing, locating, maintaining, repairing, replacing and operating the Signage Improvements, together with limited, nonexclusive rights of ingress and egress (a) over and across the Access/Utility Easement Property in order to access the Sign Easement Area (the "**Access Easement**"), and (b) over and across the Access/Utility Easement Property and the Sign Easement Property to install, locate, maintain, repair, replace and operate the Utility Improvements (the "**Utility Easement**" and together with the Sign Easement and the Access Easement, the "**Easements**"), under and across the Access/Utility Easement Property, and not otherwise.

2. Easement Appurtenant. Subject to the terms, limitations and conditions set forth in this Easement Agreement, the Easements shall (a) constitute covenants running with the land; (b) be appurtenant to, and inure to the benefit of, the Intermountain Healthcare Property and its owner and successors and assigns, all of which may enforce any obligations created by this Easement Agreement; and (c) bind and burden the City Property and every person having any fee, leasehold, mortgage lien or other interest in any portion of the City Property, however acquired.

3. Construction of Easement Improvements and Signs. In accordance with the terms and conditions of this Easement Agreement, the Parties agree as follows:

(a) Construction of Signage Improvements; Installation and Repair of the Intermountain Healthcare Sign. Intermountain Healthcare shall be solely responsible for all costs and expenses to design, construct and install the Signage Improvements and the Utility Improvements (collectively, the "**Easement Improvements**") and, if any, any and all other improvements as may reasonably be required by Intermountain Healthcare in connection with its use, occupation and enjoyment of the Easements hereby granted. Once commenced, Intermountain Healthcare shall diligently prosecute any and all Easement Improvements to completion, and further, in connection with any such work (the "**Work**"), Intermountain Healthcare shall not suffer or permit all or any part of the Easement Property or the City Property to be used for the storage of construction materials or for the staging of any construction, maintenance and repair work for any Easement Improvements, without the prior written consent of the City. All Work shall be performed in accordance with plans and specifications for the Work as, consistent with the Development Agreement, this Easement Agreement and any and all applicable ordinances, laws, rules, and regulations and other standards or requirements of the City (as and to the extent applicable, "**Applicable Laws**"), with the understanding that, so long as the Signage Improvements shall be reasonably comparable to those shown in attached **Exhibit "D,"** any City necessary City approvals shall not be unreasonably withheld, conditioned or delayed. Further, except as and to the extent that, due to engineering, regulatory or safety requirements, certain of the Easement Improvements' components must be located above ground or at surface level in order for any such Easement Improvements to function properly, any and all Utility Improvements shall be located underground within the Utility Easement as required by any Applicable Laws and shall be buried under at least thirty-six (36) inches of cover. Except as indicated in this Easement Agreement or otherwise agreed by the Parties, Intermountain Healthcare shall be solely responsible for all costs to design, produce, construct, install, maintain, repair, remove and replace the Intermountain Healthcare Sign.

(b) Construction, Installation and Repair of the City Sign. Following completion of the Easement Improvements by Intermountain Healthcare, the City, at the City's sole cost and expense,

shall have the right to install the City Sign upon the Signage Structure consistent with attached **Exhibit "D"** and in accordance with all Applicable Laws. Except as indicated otherwise in this Easement Agreement or the Development Agreement, the City shall be solely responsible for all costs and expenses to design, produce, construct, install, maintain, repair, remove and replace the City Sign.

4. Maintenance and Repair Obligations.

(a) The City's Obligations. Following completion the Easement Improvements by Intermountain Healthcare, the City shall be solely responsible for maintaining in good condition and repair, and if necessary, replacing the Sign Structure and the Utility Improvements, consistent with good construction practices and Applicable Laws, and otherwise as reasonably necessary or appropriate to facilitate the exercise of Intermountain Healthcare's rights under this Easement Agreement. All repairs, modifications and replacements of any Sign Structure and the Utility Improvements shall be equal in quality to the original work. If the City, or any party acting by, through or under the City, damages or destroys any of the Sign Structure, the Utility Improvements, the Intermountain Healthcare Sign or the Easement Property, the City shall repair or replace such damaged or destroyed improvements or property within thirty (30) days of the date such damage occurred to a condition substantially identical to that existing before any such damage or destruction; provided, however, if the repair or replacement work will require more than thirty (30) days to complete, the City shall have additional time as may be required by the circumstances, not to exceed ninety (90) days, to complete such work, so long as the City shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion. The City, at its sole cost and expense, shall keep, maintain and repair the City Sign in good condition and repair, consistent with good construction practices and Applicable Laws, and otherwise as reasonably necessary or appropriate to facilitate the exercise of Intermountain Healthcare's rights under this Easement Agreement.

(b) Intermountain Healthcare's Obligations. Intermountain Healthcare, at its sole cost and expense, shall keep, maintain and repair the Intermountain Healthcare Sign in good condition and repair, consistent with good construction practices and Applicable Laws, and otherwise as reasonably necessary or appropriate to facilitate the exercise of the City's rights under this Easement Agreement. Intermountain Healthcare shall pay an equal share of the costs and expenses reasonably incurred by the City in connection with the City's maintenance and repair obligations set forth in subsection 4(a) (collectively, as further defined below, the "**Maintenance Expenses**"). If, in connection with the use, occupation and enjoyment of the Easements hereby granted, Intermountain Healthcare, or any party acting by, through or under Intermountain Healthcare, damages or destroys the City Sign or any landscape, hardscape, street, road, sidewalk or other improvements of the City, Intermountain Healthcare shall repair or replace such damaged or destroyed improvements within thirty (30) days of the date such damage occurred to a condition substantially identical to that existing before any such damage or destruction; provided, however, if the repair or replacement work will require more than thirty (30) days to complete, Intermountain Healthcare shall have additional time as may be required by the circumstances, not to exceed ninety (90) days, to complete such work, so long as Intermountain Healthcare shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion.

(c) Definitions. For purposes of this Easement Agreement, the term "**Maintenance Expenses**" shall mean all costs and expenses reasonably incurred by the City in maintaining, repairing and replacing the Easement Improvements (excluding the Signs); provided that each Party shall be solely responsible for any costs and expenses to maintain, repair or replace such Party's Sign; provided, further, that no other Party shall be responsible for any loss, cost, damage, or expense to another Party's Sign, except as and to the extent caused by the neglect, fault or omission of the other Party.

(d) Payment of Maintenance Expenses. Following completion and installation of the Easement Improvements, the City shall submit to Intermountain Healthcare, not more frequently than once per calendar month, a written request for payment of Intermountain Healthcare's share of incurred Maintenance Expenses, together with reasonably satisfactory evidentiary documentation thereof (a "**Request for Payment**"). Within thirty (30) days of receipt of a Request for Payment, Intermountain Healthcare shall pay to the City the amount stated therein, unless Intermountain Healthcare provides written notice to the City within such thirty (30)-day period of its objection to any cost or expense set forth therein (an "**Objection Notice**"). If Intermountain Healthcare so objects, Intermountain Healthcare or its designated representative shall have the right, during the period of sixty (60) days following the City's receipt of an Objection Notice, to inspect the City's records for purposes of verifying the Maintenance Expenses, and further, the City shall make such records available for inspection by Intermountain Healthcare at a mutually agreeable time.

5. Breach of Maintenance Obligations; Defaults; Remedies. In the event that, following completion of construction by Intermountain Healthcare, the City fails to maintain or repair any of Sign Structure, the Utility Improvements or the City Property, Intermountain Healthcare shall have the right, upon thirty (30) days' prior written notice to the City (and except in the event the City shall repair any such damages within any such thirty (30) day period or, in the event more than thirty (30) days shall be required to complete any such repairs, the City shall have commenced such repair within such thirty (30) day period and, then, diligently prosecute the same to completion), to cause the maintenance or repair work specified in such notice to be commenced and completed and, in any such event, the City shall reimburse Intermountain Healthcare for undertaking the repair work for the total cost thereof within thirty (30) days after receipt of written notice therefor, which notice shall include written evidence of such incurred costs.

6. General Limitations. This Easement Agreement and the rights and privileges granted hereunder shall be subject to and/or limited as follows:

(a) Limited Use; Exercise of Rights. The use of the Easements granted herein shall be limited to the uses set forth in this Easement Agreement, and Intermountain Healthcare's rights under this Easement Agreement shall not be exercised in any manner which, to the extent reasonably practicable (exigent circumstances, to the extent necessary, excepted), unreasonably interferes with (i) any other purposes for which the City Property is being, or will be, used, or (ii) with any and all existing rights and easements relating to the City Property or any part thereof.

(b) Additional Easements. The City shall retain the right, in its sole discretion, to grant permits, licenses and easements over, across, upon and/or under the City Property to any person or entity for any purpose, so long as the same are not inconsistent with the rights and privileges granted hereunder; provided, however, that except as and to the extent otherwise agreed by Intermountain Healthcare and the City, in writing, no other signs, other than the Signs, shall be erected and installed upon the Sign Structure or upon the Easement Property; provided, however, that, if, in connection with the development of that certain mixed-use retail project on certain real property located adjacent to the Intermountain Healthcare Property, which project is commonly referred to as "**Canyon Creek**," the City determines, in its sole discretion, that Tenedor L.L.C., a Utah limited liability company ("**Tenedor**"), shall have the right to install a single directional sign upon the Sign Structure for the Canyon Creek project (the "**Canyon Creek Sign**") (provided that the Canyon Creek Sign shall not include any signage for or references to individual tenants or occupants of the Canyon Creek project), then Tenedor, upon written notice to the City and Intermountain Healthcare, together with reasonably satisfactory plans and specifications therefor, shall have the option to install the Canyon Creek Sign, so long as (i) the Canyon Creek Sign is permitted under all Applicable Laws, (ii) the design, location and size of the proposed Canyon Creek Sign is approved, in writing, by the City and Intermountain Healthcare, which approval shall not be

unreasonably withheld, conditioned or delayed. as long as the Canyon Crossing Sign is generally consistent with the design principles and functional elements of the Sign Structure and the Signs, and (iii) Tenedor shall agree, in writing (to the reasonable satisfaction of the City and Intermountain Healthcare), to, and shall (i) join in this Easement Agreement as a “**Party**” and, as a result, have the same obligations as Intermountain Healthcare hereunder, (ii) at Tenedor’s sole cost and expense, keep, maintain and repair the Canyon Creek Sign in good condition and repair, consistent with good construction practices and Applicable Laws, and otherwise as reasonably necessary or appropriate to facilitate the exercise of the City’s and Intermountain Healthcare’s rights under this Easement Agreement, (iii) pay an equal share of the Maintenance Expenses, and (iv) reimburse Intermountain Healthcare for one-half of the costs and expenses incurred by Intermountain Healthcare in connection with the design, construction and installation of the Easement Improvements.

(c) Hazardous Materials.

(i) Intermountain Healthcare shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any “**Hazardous Materials**” (as defined below) on, under, above, around or near the Easement Property in violation of “**Environmental Laws**” (as defined below) on or about the City Property or any part thereof, except that, notwithstanding any other term or condition of this Easement Agreement, Intermountain Healthcare shall not have any obligation or liability, cost or otherwise, with respect to any Hazardous Materials in existence on the Easement Property or the City Property prior to the Effective Date, or matters resulting from the migration, before or after the Effective Date, of Hazardous Materials from property not part of the Easement Property, except to the extent any such condition is exacerbated by Intermountain Healthcare.

(ii) Subject to the foregoing, as and to the extent caused or exacerbated by the activities of Intermountain Healthcare, or persons acting for or claiming under Intermountain Healthcare, on or about, or use of, the Easement Property, and except as and to the extent caused or exacerbated by the City, or persons acting for or claiming under the City, Intermountain Healthcare shall and hereby agrees to indemnify, defend and hold harmless the City from and against and for any and all liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys’ fees and any costs associated with any cleanup, remediation, removal or restoration work) which may be imposed upon or asserted against the City as a result of (A) the presence, disposal, release or threatened release of any Hazardous Materials; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the presence of any such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached, or government order relating to any such Hazardous Materials; and/or (iv) any breach of this subsection by Intermountain Healthcare.

(iii) As and to the extent of any existing environmental condition as of the Effective Date and/or any Hazardous Material brought upon, kept, used, or released in, on, under, or about the Easement Property by the City, or persons acting for or claiming under the City, the City shall defend, indemnify and hold harmless Intermountain Healthcare from and against any all liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys’ fees and any costs which may be imposed or asserted against Intermountain Healthcare as a result of (A) the presence, disposal, release, or threatened release of any such Hazardous Materials, (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such Hazardous Materials and/or environmental condition, (C) any lawsuit brought or threatened, settlement reached or government order relating to any such Hazardous Materials and/or environmental condition, (D) any violation of law, rule or regulation related thereto, and/or (E) any breach of this subsection by the City.

(iv) For purposes of this Easement Agreement, "**Hazardous Materials**" shall mean (A) any hazardous or biohazardous substances, pollutants, contaminants, waste by-products and other such materials subject to regulation, investigation, remedial action or response claim under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, and (B) any toxic wastes, hazardous substances or petroleum products subject to regulation under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, 96 Stat. 3221, the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq., or the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.

(d) Use by the City. The City reserves the right to make any use of the Easement Property so long as any such use does not unreasonably interfere with the rights and interests which are herein granted to Intermountain Healthcare. Further, the City shall be permitted to install, maintain, repair, relocate and/or replace landscaping, hardscaping, sidewalks, roadways and other improvements upon or beneath the Easement Property, as appropriate or consistent with the use of the City Property, so long as such improvements do not unreasonably interfere with the rights granted to Intermountain Healthcare hereunder.

7. Indemnifications.

(a) Indemnification of the City. Intermountain Healthcare shall and hereby agrees to indemnify, defend and hold harmless the City and representatives, affiliates, officers, employees and agents (collectively, the "**City Parties**"), from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings caused to the City Property and/or the City, arising from or due to Intermountain Healthcare's (inclusive of Intermountain Healthcare's representatives, members, trustees, subsidiaries, affiliates, officers, shareholders, employees, contractors and agents) (collectively, the "**Intermountain Healthcare Parties**") (a) use, enjoyment or occupation of the Easement Property; (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement; and/or (c) exercise of the rights and privileges herein granted; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the negligence or the willful act or the omission of the City. For purposes of this Easement Agreement, Intermountain Healthcare shall be deemed to be a governmental entity and any indemnification obligations of Intermountain Healthcare hereunder or thereunder shall be subject to, as and to the extent the same are available to the City under this Easement Agreement, the rights, limitations and defenses available to Intermountain Healthcare as if it were a governmental entity under the "**Act**" (as defined below).

(b) Indemnification of Intermountain Healthcare. The City shall and hereby agrees to indemnify, defend and hold harmless the Intermountain Healthcare Parties from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings arising from or due (a) use, enjoyment or occupation of the Easement Property; (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement; and/or (c) exercise of the rights and privileges herein granted or reserved; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the negligence or the willful act or the omission of Intermountain Healthcare. Intermountain Healthcare acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "**Act**"), and nothing in this Easement Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the

intent of the City to incur by contract any liability for the operations, acts, or omissions of Intermountain Healthcare or any third party and nothing in this Easement Agreement shall be so interpreted or construed.

8. Termination. Intermountain Healthcare may elect at any time to terminate its use of the Easement Property and this Easement Agreement by providing written notice to the City of such termination, in which event this Easement Agreement shall terminate. Within thirty (30) days of the termination of this Easement Agreement, Intermountain Healthcare shall remove the Intermountain Healthcare Sign, but all other Easement Improvements shall remain upon the Easement Property, unless otherwise agreed in writing by the Parties, and shall thereafter become the property of the City. In connection with the termination of this Easement Agreement, Intermountain Healthcare shall execute and deliver to the City, suitable for recording, a termination of this Easement Agreement and conveyance of the Easement Improvements for no additional consideration.

9. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Easement Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified ~~or registered~~ mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified ~~or registered~~ mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City Corporation, 40 South Main Street, Spanish Fork, Utah 84660, Attn: ~~Junior Baker, Esq., City Manager~~ Attorney; and to Intermountain Healthcare as follows: IHC Health Services, Inc., c/o Stoel Rives LLP, 201 South Main Street, Suite 1100, Salt Lake City, Utah 84111, Attn: Guy P. Kroesche, Esq.; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

10. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidation of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties and, in the case of the City and Intermountain Healthcare, their successors and assigns (so long as, in the case of Intermountain Healthcare, any such successor or assign continues to operate the Medical Center upon the Intermountain Healthcare Property). All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Easement Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Amendments; Governing Law.

This Easement Agreement, together with the Intermountain Healthcare Development Agreement and any other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of Intermountain Healthcare and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party, and shall be governed by and construed in accordance with the laws of the State of Utah.

(e) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT

IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(f) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this

Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(g) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions

of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPANISH FORK CITY ~~CORPORATION~~, a Utah municipal corporation

By: _____
Print Name: _____
Its: Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Print Name: _____
Its: City Recorder

By: _____
Print Name: _____
Its: City Attorney

Dated this ___ day of _____, 2013

Dated this ___ day of _____, 2013

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the _____ of IHC Health Services, Inc., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the _____ of Spanish Fork City ~~Corporation~~, a Utah municipal corporation.

NOTARY SIGNATURE AND SEAL

Exhibit "A"

(Legal Description and Depiction of the City Property)

Exhibit "B"

(Legal Description and Depiction of the Intermountain Healthcare Property)

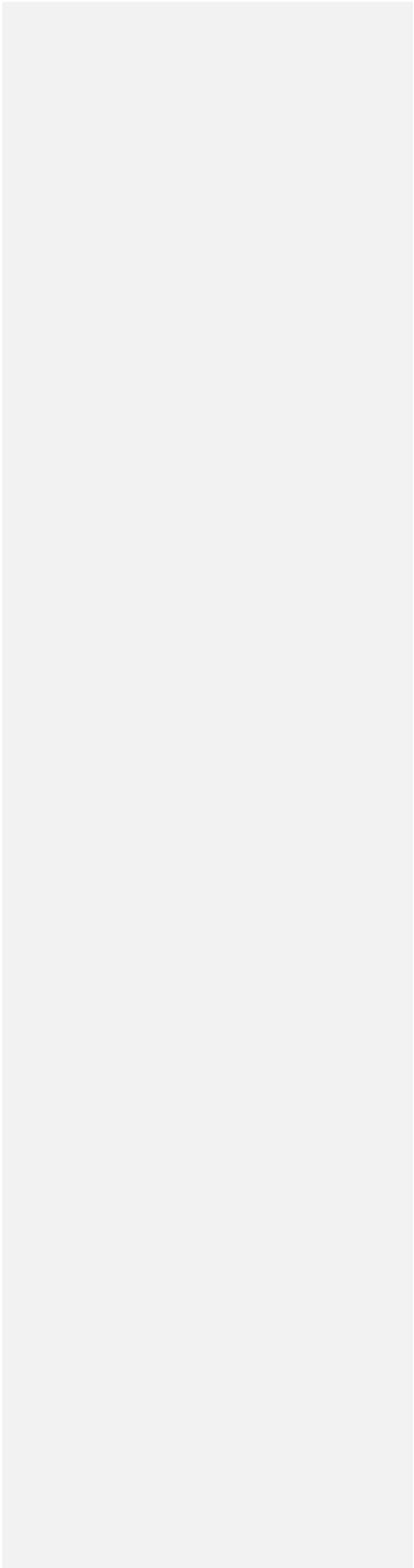
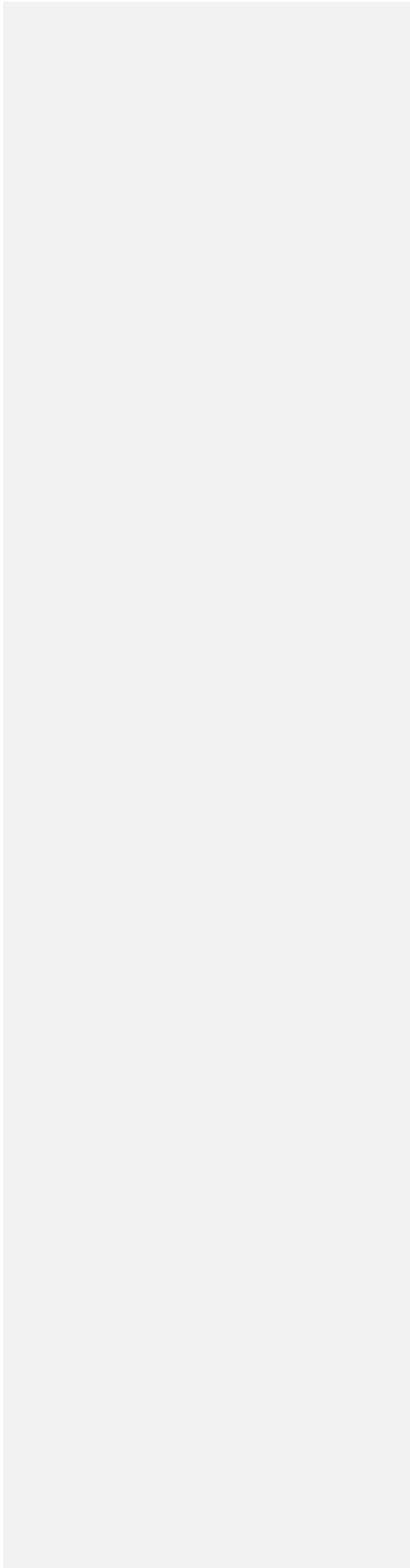


Exhibit "C"

(Outline and Description of the Sign Easement Property and the Access/Utility Easement Property)

Exhibit "D"

(General Depiction of Signage Improvements)





MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 11 September 2013
Re: Swenson Property Purchase Agreements

On the City Council agenda for September 17, is a consent item for the purchase of the property located in the area where IHC is planning the hospital. This will connect to 2700 North. This purchase was approved in closed session. Swenson's are donating a large portion and selling the portion which borders the SF 16 property. We are deeding back to Swenson's the portion we purchased earlier and didn't need since wetlands issues forced a slight relocation of the street.

Since the purchase has already been approved in a closed session, it has been placed on the consent agenda.



REAL ESTATE PURCHASE AGREEMENT

COME NOW the parties hereto, Spanish Fork City (City) and Swenson Properties, L.L.C. (Swenson), and in consideration of the mutual promises made herein, hereby contract, covenant and agree as follows:

1. Spanish Fork City purchased from Swenson, property for a future street more particularly described as follows (**Parcel 1**):

Beginning at a point on the north line of that real property described in Deed Entry No. 83544:2009 located $S0^{\circ}18'18''E$ along the Section Line 281.18 feet and West 284.30 feet from the East 1/4 Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: $S0^{\circ}18'06''E$ along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence $S82^{\circ}12'55''W$ 44.31 feet; thence $N1^{\circ}00'00''W$ 430.36 feet; thence $S87^{\circ}30'00''E$ 44.08 feet; thence $S1^{\circ}00'00''E$ 422.43 feet to the point of beginning.

Contains: ± 0.43 Acres

2. Due to wetlands issues, the City has been required to realign the future street, necessitating the need to convey back to Swenson Parcel 1 and obtain additional property from Swenson.

3. City has identified the following parcels as additional property it needs from Swenson in order to construct the future street:

Parcel 2:

A portion of the Northeast and Southeast Quarters of Section 7 and the Northwest and Southwest and Northwest Quarters of Section 8, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows: Beginning at a point located $N0^{\circ}17'38''W$ along the Section Line 129.49 feet and West 21.49 feet from the East 1/4 Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: $S0^{\circ}18'06''E$ along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence southeasterly along the arc of a 1351.00 foot radius non-tangent curve to the left (radius bears:

N79°50'49"E) 244.16 feet through a central angle of 10°21'17" (chord: S15°19'49"E 243.83 feet); thence along the arc of a 1449.00 foot radius curve to the right 501.88 feet through a central angle of 19°50'42" (chord: S10°35'07"E 499.38 feet); thence along the arc of a 8049.00 foot radius curve to the right 522.53 feet through a central angle of 3°43'11" (chord: S1°11'50"W 522.44 feet); thence S3°03'25"W 149.70 feet to the south line of that real property described in Deed Entry No. 85984:1997 in the official records of Utah County; thence S55°18'00"W along said real property 123.95 feet; thence N3°03'25"E 105.18 feet; thence S89°52'22"E 49.06 feet; thence N3°03'25"E 117.92 feet; thence along the arc of a 8000.00 foot radius curve to the left 519.35 feet through a central angle of 3°43'11" (chord: N1°11'50"E 519.26 feet); thence along the arc of a 1400.00 foot radius curve to the left 363.88 feet through a central angle of 14°53'30" (chord: N8°06'31"W 362.85 feet); thence S82°12'55"W 49.47 feet; thence northwesterly along the arc of a 1351.00 foot radius curve to the left (radius bears: S74°09'43"W) 110.11 feet through a central angle of 4°40'11" (chord: N18°10'22"W 110.08 feet); thence along the arc of a 1449.00 foot radius curve to the right 283.84 feet through a central angle of 11°13'24" (chord: N14°53'46"W 283.38 feet) to the south line of that real property described in Deed Entry No. 134911:2008 in the official records of Utah County; thence S87°30'00"E along said real property 100.27 feet to the point of beginning.

Contains: ±2.15 Acres

Parcel 3:

A portion of the Northeast and Southeast Quarters of Section 7 and the Northwest and Southwest and Northwest Quarters of Section 8, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows: Beginning at a point located S0°18'18"E along the Section Line 237.89 feet and East 32.61 feet from the East 1/4 Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence southeasterly along the arc of a 1400.00 foot radius non-tangent curve to the right (radius bears: S74°26'44"W) 363.88 feet through a central angle of 14°53'30" (chord: S8°06'31"E 362.85 feet); thence along the arc of a 8000.00 foot radius curve to the right 519.35 feet through a central angle of 3°43'11" (chord: S1°11'50"W 519.26 feet); thence S3°03'25"W 117.92 feet; thence N89°52'22"W 49.06 feet; thence N3°03'25"E 120.43 feet; thence along the arc of a 7951.00 foot radius curve to the left 516.17 feet through a central angle of 3°43'11" (chord: N1°11'50"E 516.08 feet); thence along the arc of a 1351.00 foot radius curve to the left 357.83 feet through a central angle of

15°10'32" (chord: N8°15'01"W 356.78 feet); thence N82°12'55"E 49.47 feet to the point of beginning.

Contains: ±1.12 Acres

4. City is desirous of obtaining Parcels 2 and 3 upon the terms and conditions set forth herein.
5. Swenson will donate Parcel 2 to City for use as a future street.
6. City will reconvey Parcel 1, plus pay the sum of \$60,375.00 for Parcel 3. The full purchase price is due at closing. City will pay the closing costs.
7. City will also meet the following obligations:
 - a. Make sure all fields adjacent to the road are irrigable when the construction is completed.
 - b. Ensure that construction does not interrupt irrigating.
 - c. Fence the entire right of way to ensure that livestock cannot escape.
 - d. Fencing shall be done prior to the commencement of construction.
8. The closing will take place on or before September 20, 2013. Possession shall be transferred at the time of closing.
9. The title to the property being conveyed to City shall be pursuant to a warranty deed and shall be vested in the name of Spanish Fork City. The property being conveyed to Swenson shall be pursuant to a warranty deed and shall be vested in Swenson Properties, LLC
10. The parties agree to use Wasatch Land and Title Insurance Company to provide a commitment for standard coverage title insurance in the amount of the purchase price. The policy shall insure that City shall be the fee simple owner of good and marketable title free and

clear of all liens and encumbrances and subject to the standard exceptions as shown on the title policy. Each party shall have three (3) days after receipt of the commitment of title insurance and all relevant documents to notify the other in writing of any objections to the title. If no objection is made, all items shall be deemed permitted. If any exceptions to title are made, the other party shall have until closing to cure such exception. If exceptions are unable to be cured, the party so excepting may choose to void this agreement or to proceed with the exceptions. If voided, all obligations of the parties shall cease and this agreement shall be void without further recourse to the parties hereto.

11. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is."

12. Swenson warrants and represents as follows:

- A. That no person or entity claiming under, by, or through Swenson has any option or contract to purchase any or all of Parcels 2 or 3 or any interest therein.
- B. Parcels 2 and 3 will be free and clear of any mechanics liens resulting from work performed on or with respect to the property prior to such conveyance.
- C. Swenson has not received written notice from any governmental body claiming any current violations of any hazardous material law, or requiring compliance with hazardous material law, or demanding payment or contribution for environmental damage or injury to natural resources. For this purpose, hazardous material law means any State or Federal statute applicable to the property relating to the installation, use, storage, release, generation, discharge, disposal, treatment, handling, or transportation of hazardous materials.

D. Swenson, nor to its knowledge any previous owner, tenant, or occupant of the property, has engaged in or permitted operations or activities upon or allowed any use or occupancy of the property for the purpose or in any way involving the handling, manufacturing, treatment, storage, use, generation, release, discharge, refining, dumping, or disposal of any hazardous materials, except for agricultural fertilization.

E. In the event, at any time prior to closing, that any party learns that any of the aforesaid representations and warranties are no longer valid, such party shall immediately notify the other in writing. The party so notified shall then have the option to proceed with this agreement subject to the changed conditions, or to void this agreement and have no further obligation to the other party.

13. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by a written agreement entered into between the parties.

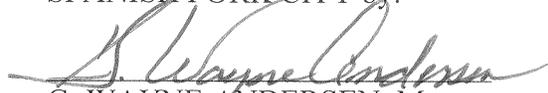
14. The obligations of the parties to this agreement shall survive the closing and shall not be merged into or become a part of any of the documents executed and delivered at closing.

15. If any action, suit, or proceeding is brought by a party with respect to a matter governed by this agreement, all costs and expenses of the prevailing party in such action, suit, or proceeding, including reasonable attorneys fees, shall be paid by the non-prevailing party.

16. All risk of loss or damage to the property shall be borne by the seller until possession exchanges.

DATED this 10 day of September, 2013.

SPANISH FORK CITY by:


G. WAYNE ANDERSEN, Mayor

Attest:


KENT R. CLARK, Recorder

SWENSON PROPERTIES, L.L.C. by:


MARY CAROL SWENSON, Member



Legals Exhibits A & B Swenson Properties



1" = 400 Ft

Legend
 B Legal Exhibit A-Canyon Creek Pkwy, 1850 N To 2150 N Swenson, 2013
 B Legal Exhibit B-Canyon Creek Pkwy, 1850 N To 2150 N Swenson, 2013

- Right of Way
- River
- County SF Parcels
- Spanish Fork Boundary



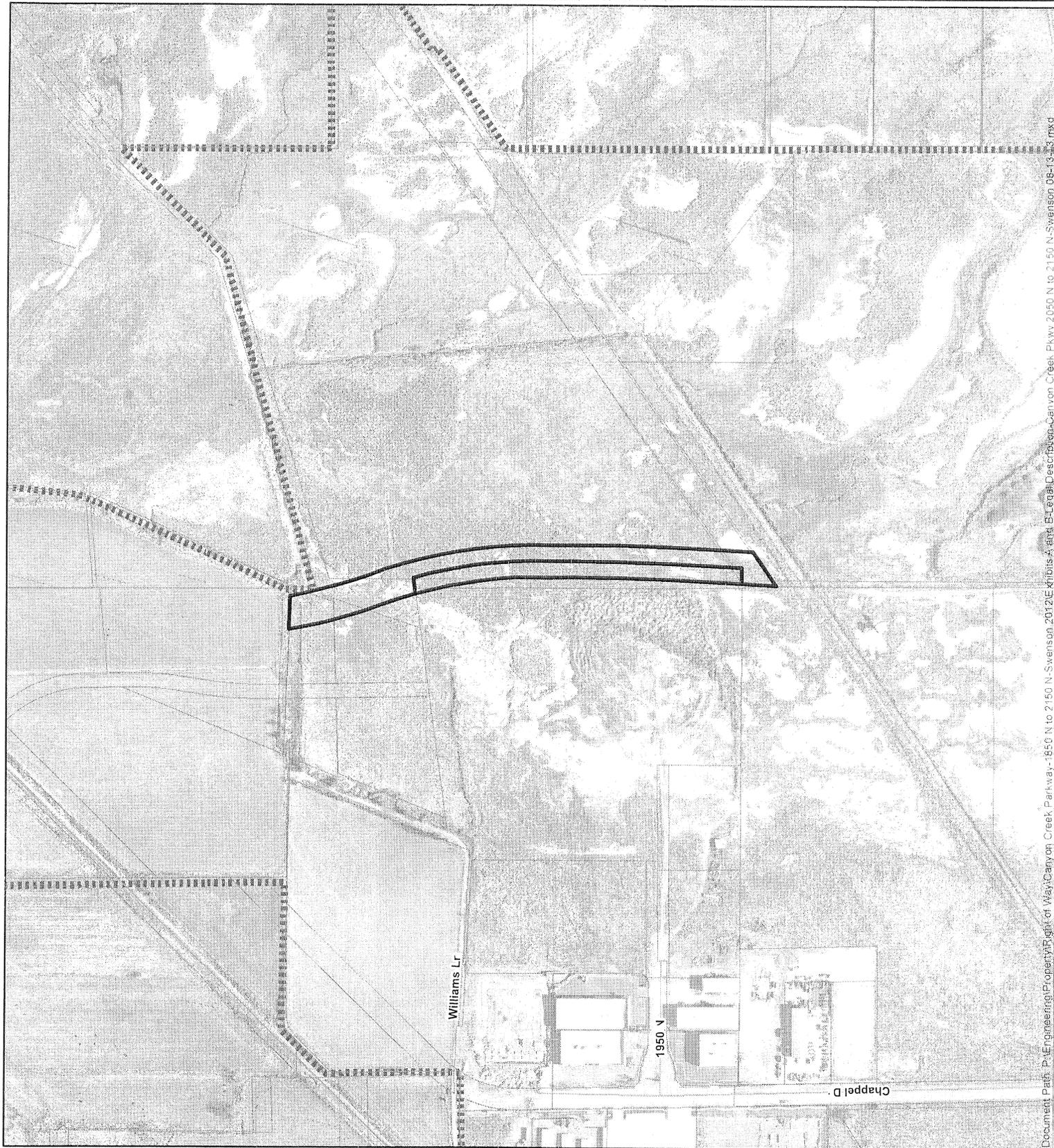
Print Date: 8/14/2013



GEOGRAPHIC INFORMATION SYSTEMS

Spanish Fork City GIS
 40 South Main St
 Spanish Fork, UT 84660
 GIS Phone Numbers:
 (801) 804-4571 (Administrator)
 (801) 804-4570 (Intern)
 (801) 804-4572 (Intern)

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 therein. Portions may be





Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 12, 2013
Re: Task Order to Epic Engineering to Assist in the Preparation of the Storm Water Management Plan

Staff Report

RECOMMENDED ACTION

Approval of the task order with Epic Engineering to assist in the preparation of the Storm Water Management Plan for the amount not to exceed \$17,244.00.

BACKGROUND

The city was recently given notice that we had 180 days to prepare and submit a Storm Water Management Plan under the MS4 program. This is a result of being designated as part of the greater urban area in the 2010 Census.

DISCUSSION

Epic Engineering currently assists the city in public works testing and inspection and will be an integral part of the procedures adopted in this management program. They also have significant experience in helping other cities to meet requirements. We are anxious to develop an efficient cost effective approach to conducting these requirements and feel like Epic Engineering would be best suited to assist us in this work.

ALTERNATIVES

We could go through a formal RFP process in selecting an engineering firm for this work but feel like the total cost and imminent deadlines do not warrant this alternative.

Attached: task order



SPANISH FORK CITY

PROJECT TASK ORDER

Initial Storm Water Management Plan for MS4 Phase II Minimum Requirements

SPANISH FORK CITY requests EPIC ENGINEERING, PC to perform civil engineering services under the terms of the existing general engineering services agreement for the following scope of work:

Coordinate and assist City with the preparation of the Storm Water Management Plan as required by the State of Utah Division of Environmental Quality's Municipal Separate Storm Sewer System Program.

Task include but are not limited to review City's current status with respect to storm water, collaborate with City with regards to the Storm Water Management Plan and Best Management Practices. Produce the Spanish Fork specific Storm Water Management Plan.

The end results or product associated with this scope of work will include the following (if applicable):

A Spanish Fork City specific Storm Water Management Plan that is submitted to the State of Utah Division of Environmental Quality prior to the 180-day deadline (approximately 02/14/2014).

The proposed scope of work will be completed prior to February 14th, 2014

Engineering fees associated with the work will be performed at the existing hourly rate not to exceed \$ 17,244.00 (Seventeen-thousand two-hundred forty-four and no/100 dollars). The Scope of Work and Budget Analysis is attached herewith.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

“Engineer”

“City”

Epic Engineering, PC
A Utah Professional Corporation

Spanish Fork City
A Municipal Corporation of the State of Utah

By: 

By: _____

Joseph N. Santos, S.E.
Principal

Date: 09/11/13

Date: _____

Spanish Fork City
 Scope of Work and Budget Analysis
 Initial Storm Water Management Plan for MS4 Phase II Minimum Requirements

Total Estimated Cost: \$17,244.00

Task No.	Description	Hours	Cost	Principal Engineer	Project Manager	Engineer I F.E.	Sr. CAD Tech	Technical Writer	Clerical	Indirect Costs
100	Project Management	11.0	\$ 1,127.00	4.0	3.0	0.0	0.0	0.0	4.0	\$ -
101	Project Administration	6.0	\$ 486.00	2.0					4.0	
102	Kick-off Meeting	5.0	\$ 641.00	2.0	3.0					
200	Acquaint / Gather City Current Status	29.0	\$ 2,931.00	2.0	13.0	14.0	0.0	0.0	0.0	\$ -
201	Review existing SOPs	3.0	\$ 342.00	1.0	1.0	1.0				
202	Review Existing System(s) / Mapping	3.0	\$ 342.00	1.0	1.0	1.0				
203	Walk Through Existing Facilities / Amenities	3.0	\$ 351.00		3.0					
204	Review Existing Ordinances & Codes	10.0	\$ 948.00		4.0	6.0				
205	Review Existing Development Standards / Guidelines	10.0	\$ 948.00		4.0	6.0				
300	Collaborate SWMP BMP's	99.0	\$ 8,184.00	3.0	17.0	51.0	0.0	28.0	0.0	\$ -
301	Public Education & Outreach	7.5	\$ 609.50	0.5	1.0	3.0		3.0		
302	Public Involvement	7.5	\$ 609.50	0.5	1.0	3.0		3.0		
303	Illicit Discharge Detection & Elimination (IDDE)	20.5	\$ 1,757.50	0.5	5.0	10.0		5.0		
304	Construction	18.5	\$ 1,523.50	0.5	3.0	10.0		5.0		
305	Post Construction	16.5	\$ 1,346.50	0.5	2.0	10.0		4.0		
306	House Keeping	28.5	\$ 2,337.50	0.5	5.0	15.0		8.0		
400	Compile Initial SWMP	56.0	\$ 5,002.00	6.0	16.0	0.0	10.0	24.0	0.0	\$ -
401	Introduction & Background	8.0	\$ 679.00	1.0	2.0			5.0		
402	Minimum Controls (6 Control Measures)	7.0	\$ 534.00		2.0			5.0		
403	Figures	12.0	\$ 1,054.00		2.0		10.0			
404	City Review Coordination	3.0	\$ 379.00	1.0	2.0					
405	Final Draft	16.0	\$ 1,358.00	2.0	4.0			10.0		
406	State Review Coordination	3.0	\$ 379.00	1.0	2.0					
407	Final Edit / Submit SWMP	7.0	\$ 619.00	1.0	2.0			4.0		
TOTALS FOR REQUIRED TASKS		195.0	\$ 17,244.00	15.0	49.0	65.0	10.0	52.0	4.0	\$ -



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 12, 2013
Re: Airport Runway Expansion Phase II Construction Bid

Staff Report

The airport is now ready to commence phase II of the expansion of the runway at the airport. This phase will include purchasing right of way on the north side of the future runway, making the improvements required on the county roads and the extension of the runway and taxiway with the first course of pavement. The final paving will be done with phase III of the project.

Goran LLC is the apparent low bidder for Schedule I and VI of the Runway Expansion Project Phase II. Federal and State Grants will cover \$2,007,827.69 of the cost and each cities will be responsible for \$47,635.35 each. This is accounted for in existing approved budgets. We recommend that the city councils award I and VI to Goran LLC for \$2,103,098.37.

Attached: bid tabulation and recommendation



August 22, 2013

Cris Child
 Spanish Fork-Springville Airport
 2050 North 300 West
 Spanish Fork, UT 84660

RE: Recommendation of Award - Spanish Fork - Springville Airport
 AIP No. 3-49-0034-21
 Runway Extension Phase II

Dear Mr. Child,

As you are aware, bids were received for the above mentioned project on July 30, 2013.

A great deal of effort was expended to attract bidders for this project. The project was advertised in the local paper for four consecutive weeks and listed in the advertisements of three national plan rooms. Thirty-five area contractors were faxed the bid invitation, thirteen Contractors/Sub-Contractors purchased plans from the Armstrong Consultants, Inc. bidding website. A pre-bid meeting was held at the airport one week prior to bid opening to answer questions and show the project to potential bidders, eight Contracting firms attended the meeting.

Four bids were received. The bids were reviewed for math errors and other items of responsiveness. The table below lists a general review of bid responsiveness:

Company	Item	Action
Goran LLC.	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Staker & Parson Companies	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Granite Construction Companies	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed
Vancon, Inc	Addendum	Acknowledged Addendum #1
	Bid Bond	Included for 5%
	Proposal Sheets 1-17	Completed and Signed

The following table shows the relationship of the bids to the Engineer's estimate:

	Granite Construction	Vancon, Inc	Staker & Parson	Goran LLC.	ENGINEER'S ESTIMATE
SCHEDULE I RWY 12/30 & TWY Extension	\$2,119,125.76	\$2,740,525.15	\$1,911,184.90	\$1,859,865.17	\$2,283,035.50
SCHEDULE II Shift RWY 12/30	\$218,149.00	\$139,689.10	\$151,637.45	\$150,509.92	\$212,751.15
SCHEDULE III Taxiway A1	\$161,457.77	\$145,215.66	\$128,959.96	\$139,160.66	\$114,385.25
SCHEDULE IV RWY 12/30 Lighting & RWY and TWY Signage	\$229,590.00	\$240,181.00	\$194,645.00	\$183,047.06	\$278,613.75
SCHEDULE V Taxiway Lighting System	\$262,727.00	\$304,770.00	\$207,767.21	\$219,575.10	\$299,236.00
SCHEDULE VI Offsite Road Improvements	\$321,087.50	\$329,470.00	\$302,521.25	\$243,233.20	\$290,180.00
TOTAL	\$3,312,137.03	\$3,899,850.91	\$2,896,715.77	\$2,795,391.11	\$3,478,201.65

A bid tabulation is attached to this letter.

The DBE goal for the project is 3.31%. Goran LLC., has committed to meeting this goal. A Letter of Intent has been provided by the Contractor confirming DBE participation is summarized below:

Sub-Contractor	Work Item	Anticipated Amount
Benson Trucking	Aggregate Material Hauling	\$97,000.00

Based upon available grant monies, we recommend only awarding Schedule I and VI for construction in this phase. The project contract documents are written to allow awarding of individual schedules, not necessarily the entire project, and the bidders were all advised of this fact. Goran, LLC. is the lowest responsive bidder for the total of Schedules I and VI. We recommend awarding Schedules I and VI to Goran, LLC. The remainder of the Runway Shift will be completed under Phase III, anticipated for calendar year 2014.

The budget for AIP 3-49-0034-21 that needs to be developed for Phase II includes federal, state, and local funds as shown below:

AIP NO. 21

	TOTAL	FAA	UDOT	LOCAL
Administration				
Admin.	\$2,000.00	\$1,818.00	\$91.00	\$91.00
Engineering				
Bidding	\$12,000.00	\$10,912.00	\$544.00	\$544.00
Inspection	\$112,000.00	\$101,852.00	\$5,074.00	\$5,074.00
Testing				
Independent QA	\$17,462.00	\$15,879.00	\$791.50	\$791.50
Construction				
Schedule I	\$1,859,865.17	\$1,691,361.00	\$84,252.09	\$84,252.09
Schedule VI	\$243,233.20	\$221,196.00	\$11,018.60	\$11,018.60
Land Acquisition				
Williams 1	\$251,000.00	\$228,259.00	\$11,370.50	\$11,370.50
Williams 2	\$112,000.00	\$101,852.00	\$5,074.00	\$5,074.00
Hanson	\$86,000.00	\$78,208.00	\$3,896.00	\$3,896.00
Admin. and Closing	\$35,000.00	\$31,829.00	\$1,585.50	\$1,585.50
Total	\$ 2,730,560.37	\$ 2,483,166.00	\$ 123,697.19	\$ 123,697.19

The project budget will require the following funding:

TOTAL	FAA	UDOT	Spanish Fork	Springville
\$ 2,730,560.37	\$ 2,483,166.00	\$ 123,697.19	\$ 61,848.60	\$ 61,848.59

We recommend awarding Schedule I and Schedule VI to Goran, LLC. for a total of **\$2,103,098.37** upon the receipt of the grant offer from FAA.

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Eric W. Trinklein, P.E.

- encl: Bid Tab
 cc: Kristin Bownson, FAA
 Chris Thompson, Spanish Fork
 Jered Johnson, Spanish Fork
 Cory Pierce, Spanish Fork
 Bruce Riddle, Springville
 Craig Ide, UDOT

BID TABULATION

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 307,186.86	\$ 307,186.86	\$ 135,000.00	\$ 135,000.00
2 Remove Wire Fence	4,450	L.F.	\$ 5.00	\$ 22,250.00	\$ 1.00	\$ 4,450.00	\$ 1.20	\$ 5,340.00
3 Remove Asphalt Pavement (Full Depth)	700	S.Y.	\$ 3.00	\$ 2,100.00	\$ 36.00	\$ 25,200.00	\$ 4.35	\$ 3,045.00
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	6	Each	\$ 20.00	\$ 120.00	\$ 61.00	\$ 366.00	\$ 80.00	\$ 480.00
5 Remove Concrete Lined Ditch	220	L.F.	\$ 5.00	\$ 1,100.00	\$ 3.00	\$ 660.00	\$ 12.70	\$ 2,794.00
6 Reset REILS	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 7,300.00	\$ 7,300.00	\$ 4,600.00	\$ 4,600.00
7 Reset PAPIs	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 14,200.00	\$ 14,200.00	\$ 18,800.00	\$ 18,800.00
8 Prepare Existing Subgrade	23,120	S.Y.	\$ 5.00	\$ 115,600.00	\$ 2.00	\$ 46,240.00	\$ 3.70	\$ 85,544.00
9 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
10 Emulsified Pavement Sealer and Rejuvenator	53,450	S.Y.	\$ 2.00	\$ 106,900.00	\$ 1.50	\$ 80,175.00	\$ 1.20	\$ 64,140.00
11 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Embankment	7,420	C.Y.	\$ 15.00	\$ 111,300.00	\$ 25.00	\$ 185,500.00	\$ 29.00	\$ 215,180.00
13 Shoulder Grading	3,010	S.Y.	\$ 15.00	\$ 45,150.00	\$ 7.50	\$ 22,575.00	\$ 6.00	\$ 18,060.00
14 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
15 Subbase Course (13.5-Inches Thick)	28,365	S.Y.	\$ 15.00	\$ 425,475.00	\$ 13.00	\$ 368,745.00	\$ 21.50	\$ 609,847.50
16 Stabilization Fabric	28,365	S.Y.	\$ 5.00	\$ 141,825.00	\$ 2.00	\$ 56,730.00	\$ 1.40	\$ 39,711.00
17 Crushed Aggregate Base Course (6-Inches Thick)	28,584	S.Y.	\$ 12.00	\$ 343,008.00	\$ 9.00	\$ 257,256.00	\$ 17.00	\$ 485,928.00
18 Bituminous Surface Course (50 Blow) (4-Inches Thick)	6,425	Ton	\$ 40.00	\$ 257,000.00	\$ 34.00	\$ 218,450.00	\$ 115.00	\$ 738,875.00
19 Bituminous Material (PG 64-28)	450	Ton	\$ 800.00	\$ 360,000.00	\$ 600.00	\$ 270,000.00	\$ 0.01	\$ 4.50
20 Bituminous Prime Coat	8,380	Gallons	\$ 5.00	\$ 41,900.00	\$ 4.00	\$ 33,520.00	\$ 5.40	\$ 45,252.00
21 Bituminous Tack Coat	4,190	Gallons	\$ 4.50	\$ 18,855.00	\$ 0.01	\$ 41.90	\$ 0.01	\$ 41.90
22 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
23 Temporary Pavement Marking	2,865	S.F.	\$ 0.50	\$ 1,432.50	\$ 1.00	\$ 2,865.00	\$ 1.20	\$ 3,438.00
24 Temporary Pavement Marking Removal	2,865	S.F.	\$ 0.75	\$ 2,148.75	\$ 2.00	\$ 5,730.00	\$ 1.90	\$ 5,443.50
25 Pavement Marking	17,695	S.F.	\$ 0.75	\$ 13,271.25	\$ 1.00	\$ 17,695.00	\$ 0.85	\$ 15,040.75
26 Pavement Marking Removal	20,150	S.F.	\$ 1.00	\$ 20,150.00	\$ 2.00	\$ 40,300.00	\$ 1.90	\$ 38,285.00
27 2-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	90	L.F.	\$ 25.00	\$ 2,250.00	\$ 36.00	\$ 3,240.00	\$ 44.00	\$ 3,960.00
28 Wire Fence with Steel Posts	5,500	L.F.	\$ 9.00	\$ 49,500.00	\$ 6.00	\$ 33,000.00	\$ 6.00	\$ 33,000.00
29 18-Inch Reinforced Concrete Pipe Culvert (2000D)	220	L.F.	\$ 50.00	\$ 11,000.00	\$ 41.00	\$ 9,020.00	\$ 67.00	\$ 14,740.00
30 4-Inch Pipe Underdrain	7,670	L.F.	\$ 10.00	\$ 76,700.00	\$ 12.00	\$ 92,040.00	\$ 17.50	\$ 134,225.00
31 Manholes	3	Each	\$ 4,000.00	\$ 12,000.00	\$ 2,000.00	\$ 6,000.00	\$ 2,340.00	\$ 7,020.00
32 Hydraulic Seeding and Mulching	8	Acre	\$ 2,500.00	\$ 20,000.00	\$ 1,400.00	\$ 10,640.00	\$ 1,675.00	\$ 12,730.00
TOTAL SCHEDULE I			\$	2,283,035.50	\$	\$2,119,125.76	\$	\$2,740,525.15

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
 AIP NO. 3-49-0034-21
 ACI # 116058a
 BID DATE: July 30, 2012 10:00 A.M. MDT

SCHEDULE I – RUNWAY 12/30 & TAXIWAY A EXTENSION

GORAN, LLC.

ITEM	QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 200,000.00	\$ 200,000.00	\$ 236,000.00	\$ 236,000.00
2 Remove Wire Fence	4,450	L.F.	\$ 1.00	\$ 4,450.00	\$ 1.50	\$ 6,675.00
3 Remove Asphalt Pavement (Full Depth)	700	S.Y.	\$ 4.00	\$ 2,800.00	\$ 3.90	\$ 2,730.00
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	6	Each	\$ 51.00	\$ 306.00	\$ 53.90	\$ 323.40
5 Remove Concrete Lined Ditch	220	L.F.	\$ 7.00	\$ 1,540.00	\$ 16.70	\$ 3,674.00
6 Reset REILS	1	Each	\$ 3,200.00	\$ 3,200.00	\$ 3,225.08	\$ 3,225.08
7 Reset PAPIs	1	Each	\$ 12,000.00	\$ 12,000.00	\$ 9,245.24	\$ 9,245.24
8 Prepare Existing Subgrade	23,120	S.Y.	\$ 0.20	\$ 4,624.00	\$ 0.50	\$ 11,560.00
9 Watering	Incidental	Incidental			Incidental	Incidental
10 Emulsified Pavement Sealer and Rejuvenator	53,450	S.Y.	\$ 1.00	\$ 53,450.00	\$ 1.00	\$ 53,450.00
11 Clearing & Grubbing	Incidental	Incidental			Incidental	Incidental
12 Embankment	7,420	C.Y.	\$ 28.00	\$ 207,760.00	\$ 14.40	\$ 106,848.00
13 Shoulder Grading	3,010	S.Y.	\$ 4.30	\$ 12,943.00	\$ 0.77	\$ 2,317.70
14 Controlled Low Strength Material	Incidental	Incidental			Incidental	Incidental
15 Subbase Course (13.5-Inches Thick)	28,365	S.Y.	\$ 13.00	\$ 368,745.00	\$ 11.00	\$ 312,015.00
16 Stabilization Fabric	28,365	S.Y.	\$ 1.15	\$ 32,619.75	\$ 1.80	\$ 51,057.00
17 Crushed Aggregate Base Course (6-Inches Thick)	28,584	S.Y.	\$ 8.00	\$ 228,672.00	\$ 6.70	\$ 191,512.80
18 Bituminous Surface Course (50 Blow) (4-Inches Thick)	6,425	Ton	\$ 83.00	\$ 533,275.00	\$ 93.25	\$ 599,131.25
19 Bituminous Material (PG 64-28)	450	Ton	\$ 0.01	\$ 4.50	\$ 93.25	\$ 41,962.50
20 Bituminous Prime Coat	8,380	Gallons	\$ 4.00	\$ 33,520.00	\$ 4.90	\$ 41,062.00
21 Bituminous Tack Coat	4,190	Gallons	\$ 0.01	\$ 41.90	\$ 1.73	\$ 7,248.70
22 Structural Portland Cement Concrete	Incidental	Incidental			Incidental	Incidental
23 Temporary Pavement Marking	2,865	S.F.	\$ 0.65	\$ 1,862.25	\$ 0.81	\$ 2,320.65
24 Temporary Pavement Marking Removal	2,865	S.F.	\$ 1.10	\$ 3,151.50	\$ 1.30	\$ 3,724.50
25 Pavement Marking	17,695	S.F.	\$ 1.00	\$ 17,695.00	\$ 0.57	\$ 10,086.15
26 Pavement Marking Removal	20,150	S.F.	\$ 1.10	\$ 22,165.00	\$ 1.30	\$ 26,195.00
27 2-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	90	L.F.	\$ 30.00	\$ 2,700.00	\$ 31.20	\$ 2,808.00
28 Wire Fence with Steel Posts	5,500	L.F.	\$ 5.00	\$ 27,500.00	\$ 4.70	\$ 25,850.00
29 18-Inch Reinforced Concrete Pipe Culvert (2000D)	220	L.F.	\$ 58.00	\$ 12,760.00	\$ 45.50	\$ 10,010.00
30 4-Inch Pipe Underdrain	7,670	L.F.	\$ 14.00	\$ 107,380.00	\$ 10.40	\$ 79,768.00
31 Manholes	3	Each	\$ 2,300.00	\$ 6,900.00	\$ 3,378.40	\$ 10,135.20
32 Hydraulic Seeding and Mulching	8	Acre	\$ 1,200.00	\$ 9,120.00	\$ 1,175.00	\$ 8,930.00
TOTAL SCHEDULE I			\$	1,911,184.90	\$	\$1,859,865.17

BID TABULATION

SCHEDULE II - SHIFT RUNWAY 12/30		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	\$ 80,000.00	\$ 80,000.00	\$ 81,000.00	\$ 81,000.00	\$ 5,600.00	\$ 5,600.00
2	Remove Asphalt Pavement	\$ 3.00	\$ 36,240.00	\$ 3.00	\$ 36,240.00	\$ 2.00	\$ 24,160.00
3	Remove Lighted Guidance Sign Foundation, Salvage Sign	\$ 500.00	\$ 1,500.00	\$ 185.00	\$ 555.00	\$ 230.00	\$ 690.00
4	Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	\$ 20.00	\$ 840.00	\$ 62.00	\$ 2,604.00	\$ 77.00	\$ 3,234.00
5	Reset REILs	\$ 1,000.00	\$ 1,000.00	\$ 7,300.00	\$ 7,300.00	\$ 4,600.00	\$ 4,600.00
6	Reset PAPIs	\$ 2,000.00	\$ 2,000.00	\$ 14,200.00	\$ 14,200.00	\$ 18,800.00	\$ 18,800.00
7	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
8	Trenching for Direct-Buried Counterpoise Wire	\$ 2.25	\$ 5,973.75	\$ 2.00	\$ 5,310.00	\$ 1.55	\$ 4,115.25
9	Bare No. 6 Counterpoise Wire, Installed in Trench	\$ 2.50	\$ 6,637.50	\$ 1.00	\$ 2,655.00	\$ 1.30	\$ 3,451.50
10	No. 4 THWN-2 CU Cable, Installed in Conduit	\$ 2.05	\$ 27,757.00	\$ 1.00	\$ 13,540.00	\$ 1.40	\$ 18,956.00
11	No. 6 Insulated Equipment Ground, Installed in Conduit	\$ 2.05	\$ 6,781.40	\$ 1.00	\$ 3,308.00	\$ 1.30	\$ 4,300.40
12	No. 8 THWN-2 CU Cable, Installed in Conduit	\$ 1.50	\$ 1,965.00	\$ 1.00	\$ 1,310.00	\$ 1.15	\$ 1,506.50
13	Splice Base	\$ 700.00	\$ 7,700.00	\$ 620.00	\$ 6,820.00	\$ 770.00	\$ 8,470.00
14	4-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	\$ 50.00	\$ 2,250.00	\$ 37.00	\$ 1,665.00	\$ 46.00	\$ 2,070.00
15	Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
16	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
17	Temporary Pavement Marking	\$ 0.50	\$ 1,432.50	\$ 1.00	\$ 2,865.00	\$ 1.20	\$ 3,438.00
18	Temporary Pavement Marking Removal	\$ 0.75	\$ 2,148.75	\$ 2.00	\$ 5,730.00	\$ 1.90	\$ 5,443.50
19	Pavement Marking	\$ 0.75	\$ 14,405.25	\$ 1.00	\$ 19,207.00	\$ 0.85	\$ 16,325.95
20	Pavement Marking Removal	\$ 1.00	\$ 4,120.00	\$ 2.00	\$ 8,240.00	\$ 1.90	\$ 7,828.00
21	Hydraulic Seeding and Mulching	\$ 2,500.00	\$ 10,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,675.00	\$ 6,700.00
	TOTAL SCHEDULE II	\$	212,751.15	\$	218,149.00	\$	\$139,689.10

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
 AIP NO. 3-49-0034-21
 ACI # 116058a
 BID DATE: July 30, 2012 10:00 A.M. MDT

BID TABULATION

<u>SCHEDULE II - SHIFT RUNWAY 12/30</u>		<u>STAKER PARSON</u>		<u>GORAN, LLC.</u>					
<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>				
1 Mobilization	1	L.S.	\$40,000.00	\$	31,000.00	\$	31,000.00		
2 Remove Asphalt Pavement	12,080	S.Y.	\$2.75	\$	33,220.00	\$	3.90	\$	47,112.00
3 Remove Lighted Guidance Sign Foundation, Salvage Sign	3	Each	\$160.00	\$	480.00	\$	161.80	\$	485.40
4 Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	42	Each	\$52.00	\$	2,184.00	\$	53.90	\$	2,263.80
5 Reset REILS	1	Each	\$3,200.00	\$	3,200.00	\$	3,225.08	\$	3,225.08
6 Reset PAPIs	1	Each	\$9,000.00	\$	9,000.00	\$	9,245.24	\$	9,245.24
7 Watering	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
8 Trenching for Direct-Buried Counterpoise Wire	2,655	L.F.	\$1.05	\$	2,787.75	\$	1.10	\$	2,920.50
9 Bare No. 6 Counterpoise Wire, Installed in Trench	2,655	L.F.	\$0.90	\$	2,389.50	\$	0.92	\$	2,442.60
10 No. 4 THWN-2 CU Cable, Installed in Conduit	13,540	L.F.	\$1.00	\$	13,540.00	\$	0.98	\$	13,269.20
11 No. 6 Insulated Equipment Ground, Installed in Conduit	3,308	L.F.	\$0.90	\$	2,977.20	\$	0.92	\$	3,043.36
12 No. 8 THWN-2 CU Cable, Installed in Conduit	1,310	L.F.	\$0.80	\$	1,048.00	\$	0.81	\$	1,061.10
13 Splice Base	11	Each	\$520.00	\$	5,720.00	\$	539.50	\$	5,934.50
14 4-Way (4-Inch/4-Inch) PVC Duct (Concrete Encased)	45	L.F.	\$31.00	\$	1,395.00	\$	32.40	\$	1,458.00
15 Controlled Low Strength Material	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
16 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	\$	Incidental	\$	Incidental	\$	Incidental
17 Temporary Pavement Marking	2,865	S.F.	\$0.70	\$	2,005.50	\$	0.81	\$	2,320.65
18 Temporary Pavement Marking Removal	2,865	S.F.	\$1.10	\$	3,151.50	\$	1.30	\$	3,724.50
19 Pavement Marking	19,207	S.F.	\$1.00	\$	19,207.00	\$	0.57	\$	10,947.99
20 Pavement Marking Removal	4,120	S.F.	\$1.10	\$	4,532.00	\$	1.30	\$	5,356.00
21 Hydraulic Seeding and Mulching	4	Acre	\$1,200.00	\$	4,800	\$	1175	\$	4,700.00
TOTAL SCHEDULE II				\$	151,637.45			\$	150,509.92

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
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SCHEDULE III - CONSTRUCT TAXIWAY A1		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON. INC.		
ITEM	QUAN.	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 18,800.00	\$ 18,800.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Embankment	1,565	C.Y.	\$ 8.00	\$ 12,520.00	\$ 27.00	\$ 42,255.00	\$ 11.00	\$ 17,215.00
5 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 Subbase Course (13.5-Inches Thick)	1,210	S.Y.	\$ 15.00	\$ 18,150.00	\$ 14.00	\$ 16,940.00	\$ 20.00	\$ 24,200.00
7 Stabilization Fabric	1,210	S.Y.	\$ 5.00	\$ 6,050.00	\$ 2.00	\$ 2,420.00	\$ 1.50	\$ 1,815.00
8 Crushed Aggregate Base Course (6-Inches Thick)	1,210	S.Y.	\$ 12.00	\$ 14,520.00	\$ 9.00	\$ 10,890.00	\$ 17.00	\$ 20,570.00
9 Bituminous Surface Course (50 Blow) (4-Inches Thick)	271	Ton	\$ 40.00	\$ 10,840.00	\$ 34.00	\$ 9,214.00	\$ 120.00	\$ 32,520.00
10 Bituminous Material (PG 64-28)	19	Ton	\$ 800.00	\$ 15,200.00	\$ 600.00	\$ 11,400.00	\$ 0.01	\$ 0.19
11 Bituminous Prime Coat	353	Gallons	\$ 5.00	\$ 1,765.00	\$ 4.00	\$ 1,412.00	\$ 5.40	\$ 1,906.20
12 Bituminous Tack Coat	177	Gallons	\$ 4.50	\$ 796.50	\$ 0.01	\$ 1.77	\$ 0.01	\$ 1.77
13 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
14 Pavement Marking	325	S.F.	\$ 0.75	\$ 243.75	\$ 1.00	\$ 325.00	\$ 1.50	\$ 487.50
15 24-Inch Reinforced Concrete Pipe Culvert (2000D)	110	L.F.	\$ 60.00	\$ 6,600.00	\$ 72.00	\$ 7,920.00	\$ 75.00	\$ 8,250.00
16 24-Inch Concrete Pipe FES	2	Each	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,230.00	\$ 2,460.00
17 4-Inch Pipe Underdrain	510	L.F.	\$ 10.00	\$ 5,100.00	\$ 12.00	\$ 6,120.00	\$ 32.00	\$ 16,320.00
18 Hydraulic Seeding and Mulching	0	Acre	\$ 2,500.00	\$ 1,000.00	\$ 1,400.00	\$ 560.00	\$ 1,675.00	\$ 670.00
		TOTAL SCHEDULE III	\$	114,385.25	\$	\$161,457.77	\$	\$145,215.66

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
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<u>SCHEDULE III - CONSTRUCT TAXIWAY A1</u>		<u>STAKER PARSON</u>		<u>GORAN, LLC.</u>		
<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1 Mobilization	1	L.S.	\$6,000.00	\$ 6,000.00	\$ 45,175.00	\$ 45,175.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Embankment	1,565	C.Y.	\$30.00	\$ 46,950.00	14.40	\$ 22,536.00
5 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 Subbase Course (13.5-Inches Thick)	1,210	S.Y.	\$20.00	\$ 24,200.00	14.60	\$ 17,666.00
7 Stabilization Fabric	1,210	S.Y.	\$1.30	\$ 1,573.00	1.80	\$ 2,178.00
8 Crushed Aggregate Base Course (6-Inches Thick)	1,210	S.Y.	\$7.00	\$ 8,470.00	6.70	\$ 8,107.00
9 Bituminous Surface Course (50 Blow) (4-Inches Thick)	271	Ton	\$88.00	\$ 23,848.00	93.25	\$ 25,270.75
10 Bituminous Material (PG 64-28)	19	Ton	\$0.01	\$ 0.19	93.25	\$ 1,771.75
11 Bituminous Prime Coat	353	Gallons	\$4.00	\$ 1,412.00	4.90	\$ 1,729.70
12 Bituminous Tack Coat	177	Gallons	\$0.01	\$ 1.77	1.73	\$ 306.21
13 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
14 Pavement Marking	325	S.F.	\$1.00	\$ 325.00	1.05	\$ 341.25
15 24-Inch Reinforced Concrete Pipe Culvert (2000D)	110	L.F.	\$66.00	\$ 7,260.00	63.00	\$ 6,930.00
16 24-Inch Concrete Pipe FES	2	Each	\$650.00	\$ 1,300.00	687.50	\$ 1,375.00
17 4-Inch Pipe Underdrain	510	L.F.	\$14.00	\$ 7,140.00	10.40	\$ 5,304.00
18 Hydraulic Seeding and Mulching	0	Acre	\$1,200.00	\$ 480.00	1,175.00	\$ 470.00
		TOTAL SCHEDULE III	\$	\$ 128,959.96	\$	\$ 139,160.66

ARMSTRONG CONSULTANTS, INC.
 861 HOOD AVE.
 GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
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BID TABULATION

SCHEDULE IV – MODIFY RUNWAY 12/30 LIGHTING & RUNWAY AND TAXIWAY SIGNAGE

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON. INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 2,000.00	\$ 2,000.00
2 Controlled Low Strength Material	Incidental	Incidental			Incidental	Incidental	Incidental	Incidental
3 Structural Portland Cement Concrete	3,845	Incidental			Incidental	Incidental	Incidental	Incidental
4 Trenching for Direct-Buried Counterpoise Wire	3,845	L.F.	\$2.25	\$ 8,651.25	1.00	\$ 3,845.00	1.50	\$ 5,767.50
5 Bare No. 6 Counterpoise Wire, Installed in Trench	3,845	L.F.	\$2.50	\$ 9,612.50	1.00	\$ 3,845.00	1.30	\$ 4,998.50
6 No. 8 AWG L-824C Cable, Installed in Conduit	6,500	L.F.	\$2.20	\$ 14,300.00	1.00	\$ 6,500.00	1.90	\$ 12,350.00
7 20kW Regulator with Control Equipment	1	L.S.	\$35,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,500.00	\$ 24,500.00
8 2-Inch PVC Duct (Direct Earth Burial)	6,500	L.F.	\$4.50	\$ 29,250.00	5.00	\$ 32,500.00	5.30	\$ 34,450.00
9 Base Mounted Medium Intensity Runway Edge Light (L-861)	17	Each	\$900.00	\$ 15,300.00	800.00	\$ 13,600.00	950.00	\$ 16,150.00
10 Base Mounted Medium Intensity Threshold Light (L-861SE)	16	Each	\$300.00	\$ 4,800.00	700.00	\$ 11,200.00	1,000.00	\$ 16,000.00
11 Relocate Lighted Guidance Sign Panel	9	Each	\$200.00	\$ 1,800.00	62.00	\$ 558.00	75.00	\$ 675.00
12 Relocate Lighted Guidance Sign	3	Each	\$3,000.00	\$ 9,000.00	7,400.00	\$ 22,200.00	1,690.00	\$ 5,070.00
13 New Lighted Guidance Sign (2 Module)	3	Each	\$3,500.00	\$ 10,500.00	3,800.00	\$ 11,400.00	4,600.00	\$ 13,800.00
14 New Lighted Guidance Sign (3 Module)	2	Each	\$4,500.00	\$ 9,000.00	4,100.00	\$ 8,200.00	5,000.00	\$ 10,000.00
15 Splice Base	2	Each	\$700.00	\$ 1,400.00	620.00	\$ 1,240.00	750.00	\$ 1,500.00
16 Splice Base with Extension	6	Each	\$800.00	\$ 4,800.00	750.00	\$ 4,500.00	920.00	\$ 5,520.00
17 L-880 Precision Approach Path Indicator (PAPI-4) System	2	Each	\$45,000.00	\$ 90,000.00	21,000.00	\$ 42,000.00	26,100.00	\$ 52,200.00
18 L-849 I, Style C REIL System	2	Each	\$8,000.00	\$ 16,000.00	13,000.00	\$ 26,000.00	15,300.00	\$ 30,600.00
19 Modify Existing Runway Edge Lights to be 24 Inches	46	Each	\$200.00	\$ 9,200.00	87.00	\$ 4,002.00	100.00	\$ 4,600.00
TOTAL SCHEDULE IV				\$ 278,613.75		\$ 229,590.00		\$ 240,181.00

ARMSTRONG CONSULTANTS, INC.
 861 ROOD AVE.
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SCHEDULE IV – MODIFY RUNWAY 12/30 LIGHTING & RUNWAY AND TAXIWAY SIGNAGE

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 29,000.00	\$ 29,000.00	\$ 13,000.00	\$ 13,000.00
2 Controlled Low Strength Material	Incidental	Incidental			Incidental	Incidental
3 Structural Portland Cement Concrete	Incidental	Incidental			Incidental	Incidental
4 Trenching for Direct-Buried Counterpoise Wire	3,845	L.F.	\$ 1.10	\$ 4,229.50	\$ 1.10	\$ 4,229.50
5 Bare No. 6 Counterpoise Wire, Installed in Trench	3,845	L.F.	\$ 0.90	\$ 3,460.50	\$ 0.92	\$ 3,537.40
6 No. 8 AWG L-824C Cable, Installed in Conduit	6,500	L.F.	\$ 1.30	\$ 8,450.00	\$ 1.35	\$ 8,775.00
7 20kW Regulator with Control Equipment	1	L.S.	\$ 17,000.00	\$ 17,000.00	\$ 17,263.00	\$ 17,263.00
8 2-Inch PVC Duct (Direct Earth Burial)	6,500	L.F.	\$ 3.60	\$ 23,400.00	\$ 3.80	\$ 24,700.00
9 Base Mounted Medium Intensity Runway Edge Light (L-861)	17	Each	\$ 665.00	\$ 11,305.00	\$ 699.10	\$ 11,884.70
10 Base Mounted Medium Intensity Threshold Light (L-861SE)	16	Each	\$ 725.00	\$ 11,600.00	\$ 761.70	\$ 12,187.20
11 Relocate Lighted Guidance Sign Panel	9	Each	\$ 52.00	\$ 468.00	\$ 53.90	\$ 485.10
12 Relocate Lighted Guidance Sign	3	Each	\$ 1,200.00	\$ 3,600.00	\$ 1,186.80	\$ 3,560.40
13 New Lighted Guidance Sign (2 Module)	3	Each	\$ 3,100.00	\$ 9,300.00	\$ 3,236.80	\$ 9,710.40
14 New Lighted Guidance Sign (3 Module)	2	Each	\$ 3,400.00	\$ 6,800.00	\$ 3,560.50	\$ 7,121.00
15 Splice Base	2	Each	\$ 515.00	\$ 1,030.00	\$ 539.50	\$ 1,079.00
16 Splice Base with Extension	6	Each	\$ 615.00	\$ 3,690.00	\$ 647.40	\$ 3,884.40
17 L-880 Precision Approach Path Indicator (PAPI-4) System	2	Each	\$ 18,000.00	\$ 36,000.00	\$ 18,342.00	\$ 36,684.00
18 L-849 I, Style C REIL System	2	Each	\$ 11,000.00	\$ 22,000.00	\$ 10,750.28	\$ 21,500.56
19 Modify Existing Runway Edge Lights to be 24 Inches Tall	46	Each	\$ 72.00	\$ 3,312.00	\$ 74.90	\$ 3,445.40
TOTAL SCHEDULE IV			\$	\$ 194,645.00	\$	\$ 183,047.06

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
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SCHEDULE V – TAXIWAY LIGHTING SYSTEM

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$10,000.00	\$ 10,000.00	\$ 24,000.00	\$ 24,000.00	\$ 2,000.00	\$ 2,000.00
2 Remove Retroreflective Edge Markers	66	Each	\$11.00	726.00	37.00	2,442.00	46.00	3,036.00
3 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Trenching for Direct-Buried Counterpoise Wire	15,080	L.F.	\$2.25	33,930.00	1.00	15,080.00	1.50	22,620.00
6 Bare No. 6 Counterpoise Wire, Installed in Trench	15,080	L.F.	\$2.50	37,700.00	1.00	15,080.00	1.30	19,604.00
7 No. 8 AWG L-824C Cable, Installed in Conduit	16,400	L.F.	\$2.20	36,080.00	1.00	16,400.00	1.90	31,160.00
8 2-Inch PVC Duct (Direct Earth Burial)	16,400	L.F.	\$4.50	73,800.00	4.50	73,800.00	5.40	88,560.00
9 3-Inch AWWA C202 Jacked Steel Duct	45	L.F.	\$80.00	3,600.00	125.00	5,625.00	150.00	6,750.00
10 Base Mounted Medium Intensity Taxiway Edge Light (L-861T)	136	Each	\$750.00	102,000.00	800.00	108,800.00	950.00	129,200.00
11 Splice Base	2	Each	\$700.00	1,400.00	750.00	1,500.00	920.00	1,840.00
TOTAL SCHEDULE V				299,236.00		262,727.00		304,770.00

SCHEDULE V – TAXIWAY LIGHTING SYSTEM

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
2 Remove Retroreflective Edge Markers	66	Each	\$ 40.80	2,692.80	21.60	1,425.60
3 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Trenching for Direct-Buried Counterpoise Wire	15,080	L.F.	1.02	15,381.60	1.10	16,588.00
6 Bare No. 6 Counterpoise Wire, Installed in Trench	15,080	L.F.	0.87	13,119.60	0.92	13,873.60
7 No. 8 AWG L-824C Cable, Installed in Conduit	16,400	L.F.	1.27	20,828.00	1.35	22,140.00
8 2-Inch PVC Duct (Direct Earth Burial)	16,400	L.F.	3.57	58,548.00	3.80	62,320.00
9 3-Inch AWWA C202 Jacked Steel Duct	45	L.F.	101.99	4,589.55	107.90	4,855.50
10 Base Mounted Medium Intensity Taxiway Edge Light (L-861T)	136	Each	660.91	89,883.76	699.10	95,077.60
11 Splice Base	2	Each	\$ 611.95	1,223.90	647.40	1,294.80
TOTAL SCHEDULE V				207,767.21		219,575.10

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
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SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		VAN CON, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00
2 Remove Asphalt Pavement (Full Depth)	2,815	S.Y.	\$ 3.00	\$ 8,445.00	\$ 2.00	\$ 5,630.00	\$ 2.00	\$ 5,630.00
3 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Off-Site Untreated Base Course (6 Inches Thick)	940	S.Y.	\$ 10.00	\$ 9,400.00	\$ 9.50	\$ 8,930.00	\$ 12.00	\$ 11,280.00
6 Off-Site Untreated Base Course (4 Inches Thick)	6,445	S.Y.	\$ 7.00	\$ 45,115.00	\$ 9.00	\$ 58,005.00	\$ 10.00	\$ 64,450.00
7 Off-Site Asphalt Milling	615	S.F.	\$ 5.00	\$ 3,075.00	\$ 6.50	\$ 3,997.50	\$ 8.00	\$ 4,920.00
8 Off-Site Asphalt Pavement	270	Ton	\$ 140.00	\$ 37,800.00	\$ 60.00	\$ 16,200.00	\$ 148.00	\$ 39,960.00
9 Off-Site Asphalt Overlay	160	Ton	\$ 140.00	\$ 22,400.00	\$ 60.00	\$ 9,600.00	\$ 175.00	\$ 28,000.00
10 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Wire Fence with Steel Posts	1,605	L.F.	\$ 9.00	\$ 14,445.00	\$ 5.00	\$ 8,025.00	\$ 6.00	\$ 9,630.00
13 Steel Tubing Driveway Gate (16 foot)	2	Each	\$ 500.00	\$ 1,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,200.00	\$ 2,400.00
14 18-Inch Reinforced Concrete Pipe Culvert	2,175	L.F.	\$ 60.00	\$ 130,500.00	\$ 72.00	\$ 156,600.00	\$ 64.00	\$ 139,200.00
15 Irrigation Control Structure with 2 Head Gates	1	Each	\$ 8,000.00	\$ 8,000.00	\$ 1,900.00	\$ 1,900.00	\$ 9,000.00	\$ 9,000.00
TOTAL SCHEDULE VI				\$ 290,180.00		\$ 321,087.50		\$ 329,470.00

SCHEDULE VI – OFFSITE ROAD IMPROVEMENTS

ITEM	QUAN.	UNIT	STAKER PARSON		GORAN, LLC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$ 33,000.00	\$ 33,000.00	\$ 34,306.00	\$ 34,306.00
2 Remove Asphalt Pavement (Full Depth)	2,815	S.Y.	\$ 2.75	\$ 7,741.25	\$ 3.90	\$ 10,978.50
3 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4 Clearing & Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Off-Site Untreated Base Course (6 Inches Thick)	940	S.Y.	\$ 22.00	\$ 20,680.00	\$ 5.60	\$ 5,264.00
6 Off-Site Untreated Base Course (4 Inches Thick)	6,445	S.Y.	\$ 6.00	\$ 38,670.00	\$ 3.75	\$ 24,168.75
7 Off-Site Asphalt Milling	615	S.F.	\$ 7.00	\$ 4,305.00	\$ 2.15	\$ 1,322.25
8 Off-Site Asphalt Pavement	270	Ton	\$ 110.00	\$ 29,700.00	\$ 97.10	\$ 26,217.00
9 Off-Site Asphalt Overlay	160	Ton	\$ 130.00	\$ 20,800.00	\$ 102.50	\$ 16,400.00
10 Controlled Low Strength Material	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12 Wire Fence with Steel Posts	1,605	L.F.	\$ 5.00	\$ 8,025.00	\$ 4.70	\$ 7,543.50
13 Steel Tubing Driveway Gate (16 foot)	2	Each	\$ 950.00	\$ 1,900.00	\$ 906.30	\$ 1,812.60
14 18-Inch Reinforced Concrete Pipe Culvert	2,175	L.F.	\$ 60.00	\$ 130,500.00	\$ 49.90	\$ 108,532.50
15 Irrigation Control Structure with 2 Head Gates	1	Each	\$ 7,200.00	\$ 7,200.00	\$ 6,688.10	\$ 6,688.10
TOTAL SCHEDULE VI				\$ 302,521.25		\$ 243,233.20

ARMSTRONG CONSULTANTS, INC.
861 ROOD AVE.
GRAND JCT., CO 81501

SPANISH FORK-SPRINGVILLE AIRPORT
AIP NO. 3-49-0034-21
ACI # 116058a
BID DATE: July 30, 2012 10:00 A.M. MDT
BID TABULATON

TOTAL ALL SCHEDULES ENGINEER'S ESTIMATE GRANITE CONSTRUCTION VAN CON, INC.
\$3,478,201.65 \$3,312,137.03 \$3,899,850.91

STAKER PARSON GORAN, L.L.C.
\$2,896,715.77 \$2,795,391.11

ORDINANCE No. 16-13

ROLL CALL

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

I MOVE this ordinance be adopted:
I SECOND the foregoing motion:

ORDINANCE No. 16-13

ORDINANCE ABANDONING SEWER AND ELECTRIC EASEMENTS IN THE CANYON CREEK DEVELOPMENT

WHEREAS, Spanish Fork City owns easement rights for a sewer line and electric power line across property owned, respectively, by Tenedor, LLC and IHC Health Services, Inc, which easements are located in areas which make it difficult to develop the parcels; and

WHEREAS, Tenedor is proceeding with a commercial development project known as Canyon Creek, with future plans for retail establishments in the area and IHC Health Services has plans for a future hospital and related facilities, either of which will require the relocation of the sewer line and electric line ; and

WHEREAS, the commercial development is expected to create a substantial tax base for both

property taxes and sales tax and, together with the proposed hospital facility and related developments, a substantial employment base, which will provide a substantial benefit to the residents of the City; and

WHEREAS, the plans for the development of the area provide other routes for the sewer line and electric power line and both Tenedor and IHC Health Services have agreed to grant temporary easements until the new lines are installed and operable; and

WHEREAS, notice of the intent to abandon the easement was posted on the property and on the State of Utah Notice Website; and

WHEREAS, notice of a public hearing was published in the Provo Daily Herald, a newspaper of general circulation within Spanish Fork City; and

WHEREAS, a public hearing was held before the City Council on Tuesday, the 17th day of September, 2013, where public comment was received; and

WHEREAS, the council finds that it is in the best interest of the public to abandon the easements identified herein;

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

I.

The property dedicated as a sewer easement as recorded in the office of the Utah County Recorder on the 7th day of June, 1995 as entry number 36051, Book 3694, Page 29 is hereby abandoned to Tenedor, LLC, the underlying owner of the property. The easement is more particularly described as follows:

A CONSTRUCTION EASEMENT FOR THE INSTALLATION OF A SEWER LINE 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND AN EASEMENT IN PERPETUITY FOR THE MAINTANENCE, REPAIR, AND REPLACEMENT OF SAID SEWER LINE 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT 890.86 FEET NORTH AND 22.09 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST,

SALT LAKE BASE AND MERIDIAN; THENCE N88°34'34"W 1512.22 FEET TO A POINT IN THE MIDDLE OF A ROADWAY.

II.

The property dedicated as an electric power line easement and quit claim deed as recorded in the office of the Utah County Recorder on the 18th day of May, 2000 as entry number 39341:2000 and on the 5th day of April, 1999 as entry number 39012:1999 are hereby abandoned to IHC Health Services, Inc., the underlying owner of the property. The mayor is authorized to grant a quit claim deed for the portion owned by Spanish Fork by quit claim deed. The easement and quit claim deed are more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED NORTH 2,677.56 FEET AND WEST 1556.71 FEET FROM THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°28'27"W 487.55 FEET; THENCE N08°48'15"W 25.21 FEET; THENCE N88°28'27"E 490.82 FEET; THENCE S01°20'32"E 25.00 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT WHICH IS LOCATED EAST 16.26 FEET AND NORTH 2734.46 FEET FROM THE EAST QUARTER CORNER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°28'27"W 1507.88 FEET; THENCE N01°20'32"W 163.62 FEET; THENCE N56°00'00"E 11.88 FEET; THENCE S01°20'32"E 159.99 FEET; THENCE N88°28'27"E 1497.84 FEET; THENCE S01°31'33"E 10.00 FEET TO THE POINT OF BEGINNING.

III.

This ordinance is effective upon receipt of temporary easements and recordation with the Utah County Recorder.

ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 17th day of September, 2013.

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder



ANNEXATION

REPORT TO THE CITY COUNCIL WRIGHT ANNEXATION

- Agenda Date:** September 17, 2013
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** Development Review Committee, Planning Commission.
- Request:** Spanish Fork City proposes to annex some 18 acres at approximately 3400 North 1500 West.
- General Plan:** Agricultural.
- Project Size:** 18.24 acres.
- Number of lots:** Not applicable.
- Location:** 3400 North 1500 West.

Background Discussion

This proposed annexation involves approximately 18 acres. In 2011, Spanish Fork City annexed some 140 acres that are adjacent to the subject properties. As proposed, the Annexation conforms to the State's requirements for annexations. It is proposed that the subject properties be zoned Industrial 1 upon annexation.

Development Review Committee

The Development Review Committee reviewed this proposal on August 21, 2013 and recommended that it be approved and that the subject properties be zoned Industrial 1.

Planning Commission

The Planning Commission reviewed this proposal on August 28, 2013 and recommended that it be approved and the annexation area be zoned Industrial 1.

Recommendation

Staff recommends that the proposed Wright Annexation be approved.



SPANISH FORK CITY Annexation Feasibility Report



Agenda Date:	August 28, 2013
Staff Contacts:	Dave Anderson, Community and Economic Development Director
Reviewed By:	Development Review Committee
Subject:	Wright Annexation Report

SECTION 1

Annexation Map.



Annexation Plat.



SECTION 2

Development Review Committee recommendation date: August 28, 2013

Planning Commission recommendation date:

City Council meeting date:

SECTION 3

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

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

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

2. Present and proposed land use and zoning.

The subject property is vacant. At present, the properties are all zoned RA-5, an agricultural zone that permits residential construction on lots of 5-acres or larger. It is proposed that the properties be zoned Industrial and Agricultural upon annexation. It is anticipated that the zoning will be changed to include Public Facilities zoning as lands are incorporated into the airport. It is not anticipated that land uses will change with the annexation. In fact, the petitioner's main motivation in annexing these lands involves limiting development, particularly development that is not compatible with the airport in its current or future configuration.

3. Present and potential demand for various municipal services.

Presently, there is very little demand for municipal services in the annexation area. It is certainly possible that there will be demand for all City services. The City has planned to serve the area with power, water, sewer, storm drain, communications and pressurized irrigation at some point in the future. These services will be provided as development occurs and the area will eventually be served by facilities that are described in the City's Capital Facility Plans.

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

Detailed information is provided in Section 4 of this report relative to the proximity of the proposed annexation to utility lines.

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

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

6. Potential impact on existing and proposed streets.

1150 West north of the runway is Master Planned to be an 85' Collector Street and is planned to be a 60' Local Street south of the runway. All streets shall be designed to meet all requirements of the Transportation Master Plan and Construction Standards. Any improvements of 1150 West shall be funded by property owners or the development community.

7. The effect that the annexation will have upon City boundaries and whether the annexation will create potential for islands, or difficult service areas.

The proposed annexation does not create an island or peninsula that would make the provision of services difficult. Furthermore, the proposed annexation creates a boundary that is manageable and otherwise functional for the City.

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

Simply put, it is estimated that very little revenue will be generated for the City in the foreseeable future with the annexation of these lands. Also, it is anticipated that the annexation of these lands will result in very little need for the provision of City services and therefore should result in little expense for the City.

9. Requirements imposed by state law.

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

SECTION 4

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

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

As the area develops all changes or improvements to the utilities shall be reviewed by the city engineering office. The improvement designs for development will need to meet the requirements of the city master plans and construction standards.

Capacity in utility systems, including that found in trunklines, tanks, plants, substations, reservoirs, etc. is reserved once a development is bonded or when a final residential plat is recorded. Often areas do not develop until a long time after they are annexed. We cannot guarantee what the capacity will be in our utility systems once development actually occurs. We have, however, made an effort to indicate whether there are existing capacity issues at the time of annexation.

Drinking Water

The minimum size for drinking water mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to state regulation. At present, there are no water lines in the annexed area. The nearest water line to the annexed area is located at the intersection of 3000 North 600 West (County Jail) approximately 4,200 feet away. Currently there is adequate storage capacity in the water system for development in this annexed area.

As the area develops all culinary waterlines are to be approved by the Spanish Fork City Engineering Department and will meet the current Drinking Water Master Plan. All costs associated with improving the culinary water system within the annexation shall be funded by property owners or the development community.

Sanitary Sewer

The minimum size for sanitary sewer mains in new or improved roads proposed in the annexation area is 8 inches in diameter according to state regulation. At present, there are no sanitary sewer system services in the immediate area of the proposed annexation. Sewer service in this area will require a regional sewer lift station. As the annexed area develops, a detailed study and plans will be required for proposed sanitary sewer improvements in accordance to the Wastewater Master Plan and shall be approved by the City Engineer. All costs associated with the Sewer Lift Station and all sewer lines within the annexation shall be funded by property owners or the development community. The treatment plant currently has capacity for development in the proposed annexation area.

Storm Drain

The City's storm drain system is not in the immediate area and is not planned to be extend to the annexed area upon annexation. As the area develops all storm drain lines, detention & retention basins and any other storm drain facilities in the proposed annexation shall meet the current Storm Drain Master Plan subject to approval by the Spanish Fork City Engineering Department. All storm drains shall be reinforced concrete pipe and have a minimum pipe size diameter of 15 inches. All costs associated with improving the storm drainage system within the annexation shall be funded by property owners or the development community.

Pressurized Irrigation

The minimum size for pressurized irrigation mains in new or improved roads proposed in the annexation area is 6 inches in diameter. The City's pressurized irrigation system is not in the immediate area. The nearest pressurized irrigation line to the proposed annexed area is located at the intersection of 3000 North 600 West (County Jail) approximately 4,200 feet away. Currently there is adequate storage capacity in the water system for development in this area.

As the area develops, all pressurized irrigation lines are to be approved by the Spanish Fork City Engineering Department and shall meet the current Pressurized Irrigation Master Plan. All costs associated with improving the pressurized irrigation system within the annexation shall be funded by property owners or the development community.

Streets

The minimum streets classification that can be built in the annexed area is the commercial local road with a 64-foot right-of-way. A portion of 800 West is in the process of being vacated to allow the extension of the Spanish Fork/Springville Airport runway.

As the area develops, all roadways are to be approved by the Spanish Fork City Engineering Department and shall meet the current Transportation Master Plan. All costs associated with improving roadways within the annexation shall be funded by property owners or the development community.

Surface Irrigation

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

Parks and Trails

There are no proposed parks or trails within the annexation area.

Power

The area in and around the proposed annexation is in the Springville City Service District. Springville City does not have any existing electrical services or cable services in the proposed annexation. This annexation will not disturb any Springville City electrical services. When the property is developed, there may need to be a buyout of

Springville City Power lines and customers in this area for Spanish Fork City to provide electrical services. The minimum size for major electrical distribution circuits is 200 amps.

Communications

It is expected that all communications facilities will be installed at the time of development.

Gas

Contact Questar Gas for information related to the availability of natural gas in the area.

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

Aside from what has been noted in this report, there are no known unique facility needs or requirements.

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

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

4. Public Safety evaluation.

The City anticipates that the development of this and other annexations in the area will generate the need for additional police officers.

5. Presence of Sensitive Lands or Watershed Protection issues.

Staff is aware of no sensitive lands or watershed protection issues relative to the proposed annexation. The city does not delineate or track where sensitive lands exist on private property.

6. Concept Plan's conformity with proposed zoning.

To date, no concept plan has been formally reviewed for the proposed annexation.

7. Annexation Agreement.

It is anticipated that there will not be an annexation agreement with this annexation.



ZONING MAP AMENDMENT

REPORT TO THE CITY COUNCIL STONE ZONE CHANGE (INFILL OVERLAY APPROVAL)

- Agenda Date:** September 17, 2013.
- Staff Contacts:** Dave Anderson, Community Development Director.
- Reviewed By:** The Development Review Committee, Planning Commission.
- Request:** The applicant has proposed to construct a three-unit structure on a parcel that is currently zoned R-3. Three-unit structures are permitted in the R-3 zone only with the Infill Overlay approval.
- Zoning:** R-3, Infill Overlay approval requested.
- General Plan:** High Density Residential.
- Project Size:** .25 acres.
- Number of lots:** 3 units.
- Location:** 800 East 600 North.

Background Discussion

The proposal involves constructing a three-unit structure on a .25-acre parcel located in a part of the City that has a fairly high concentration of multi-family structures.

Multi-family structures are only permitted in the R-3 zone. Furthermore, multi-family structures can only be constructed with the approval of the Infill Overlay. This Overlay is intended to provide a step in the approval process for the Commission and Council to evaluate whether a particular project design is compatible with the surrounding neighborhood.

The subject property is zoned R-3 and is located on the south side of 600 North across the street from the rear of the Fresh Market Shopping Center. Surrounding the subject property is a variety of multi-family structures of various designs. Given the size of the subject property, the maximum number of units permitted is three.

In staff's view, the idea of building a three-unit building at this location is particularly sound given the nature of the surrounding land uses.

As proposed, each unit has a one-car garage and a total of five uncovered parking spaces are provided on-site. The applicant has proposed to clad the exterior of the building in stucco with a brick wainscot. It is proposed that the entire site be landscaped with the initial construction of the units. Attached to this report are plans that describe the nature of the project.

Development Review Committee

The Development Review Committee reviewed this request in their July 31, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Stone Infill Overlay

Applicant: Dave Simpson
General Plan: High Density Residential
Zoning: R-3
Location: 800 East 600 North



Mr. Anderson explained that the property was currently zoned R-3 with a maximum density of 12 units to the acre. The applicant would like to construct a three-unit structure. Three units to the acre meets the density requirement of the Infill Overlay zone.

Mr. Oyler asked if the Infill Overlay ordinance would require the applicant to construct a playground.

Mr. Anderson explained that, with the way that the Infill Overlay ordinance is written, you could require a playground. He expressed that he did not feel that a playground was appropriate in this circumstance and that the property would need to be fenced.

Discussion was held regarding architecture, landscaping and parking.

Mr. Thompson explained that the City has not allowed auxiliary parking to access a City road.

Mr. Anderson expressed that he felt the layout, as proposed, was as good of a layout as you could get with the property.

Discussion was held regarding the auxiliary parking stalls and that vehicles would be backing out over the sidewalk.

Mr. Baker asked the applicant what he was planning on using for the exterior materials.

Mr. Simpson said stucco and a wainscot of rock.

Discussion was held regarding the exterior materials on the adjacent structures and fencing.

Mr. Thompson expressed that he felt the property could be constructed to appeal to newly married couples with a young family.

Discussion was held regarding the criteria, in the Infill Overlay ordinance, for a twin home versus a three-unit structure. Mr. Anderson read from the code.

Mr. Anderson explained what instigated the Infill Overlay zone and discussion was held regarding the ordinance and what the objective of the ordinance is.

Mr. Anderson expressed that he felt the objective was to come up with the appropriate density.

Mr. Oyler expressed that he felt the Infill Overlay zone was really subjective and that if he lived nearby he would say that the density in the area is already high.

Mr. Thompson expressed that he felt the exterior materials would need to be stucco and brick and each unit fenced individually.

Discussion was held regarding fencing and access to the back yards and common areas versus limited common areas.

Mr. Baker **moved** to recommend **approval** of the Stone Infill Overlay.

Conditions

1. That no more than three units be permitted.
2. That the units are to be clad in stucco and brick wainscot.
3. That the minimum of a 5:12 pitch on roof.
4. That the applicant fence the exterior of the perimeter rather than the individual lots.
5. That the space in the back of the units be open for the common use of the residents in the building.
6. That the applicant completely landscape the entire premises.

Mr. Anderson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this proposal in their August 28, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Stone Infill Overlay

Applicant: Dave Simpson

General Plan: High Density Residential

Zoning: R-3

Location: 800 East 600 North

Mr. Anderson explained that City staff felt this was an appropriate site for someone to build three units on for reasons that were discussed in the last Planning Commission meeting. He explained to the applicant that the architecture was not scrutinized as thoroughly as it should have been.

Dave Simpson

Mr. Simpson explained the project. The square footage is 600 square feet on the main level and 1000 square feet upstairs. Each unit will have a one-car garage.

Chairman Gonzales asked about parking. Mr. Simpson expressed that he felt the parking was adequate.

Commissioner Fallon expressed concern with the adjacency of the parking stalls from a maintenance and practical component. He believes that if the City allows an increase in density that the architecture should be an upgrade from what the neighborhood already has. He would like to see the unit designed to address both frontages. He does not have a problem with three units.

Commissioner Swenson expressed that he did not see three units being a problem and that the proposal could be an upgrade to the area; however, he would like to see better architecture.

Commissioner Fallon **moved to approve** the Stone Infill overlay subject to the following conditions

Conditions

1. That no more than three units be permitted.
2. That the units are to be clad in stucco and brick wainscot.
3. That the minimum of a 5:12 pitch on roof.
4. That the applicant fences the exterior of the perimeter rather than the individual lots.
5. That the space in the back of the units be open for the common use of the residents in the building.
6. That the applicant completely landscapes the entire premises.
7. That the architectural element of the building be revised and brought forth with the Preliminary Plat.
8. That the parking be modified to avoid a conflict with the building.

Commissioner Swenson **seconded** and the motion **passed** all in favor.

Budgetary Impact

No budgetary impact is anticipated with this proposal.

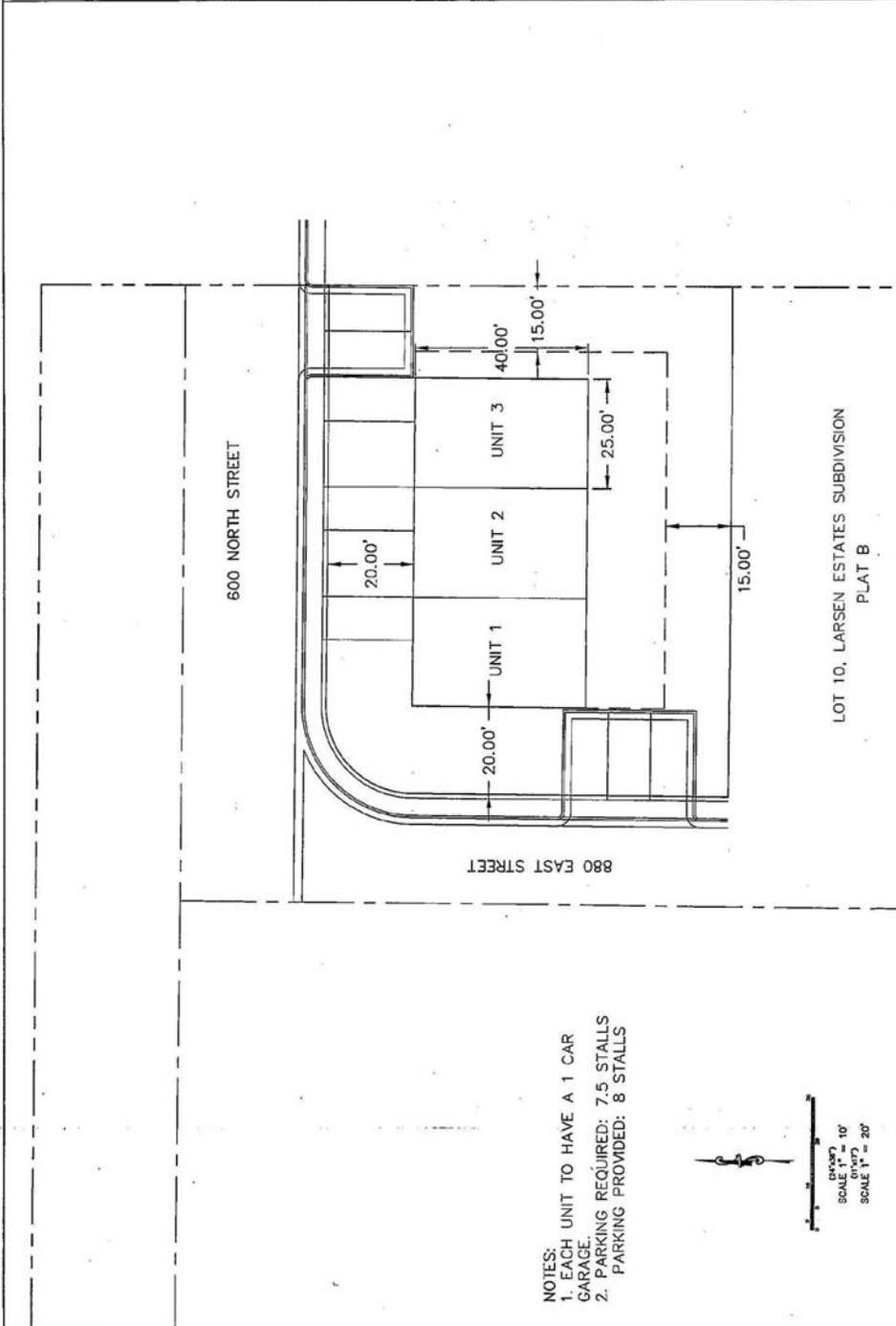
Recommendation

Staff recommends that the proposed Infill Overlay be approved subject to the following conditions:

Conditions

1. That no more than three units be permitted.
2. That the units are to be clad in stucco and brick wainscot.
3. That the minimum of a 5:12 pitch on roof.
4. That the applicant fence the exterior of the perimeter rather than the individual lots.
5. That the space in the back of the units be open for the common use of the residents in the building.
6. That the applicant completely landscape the entire premises.

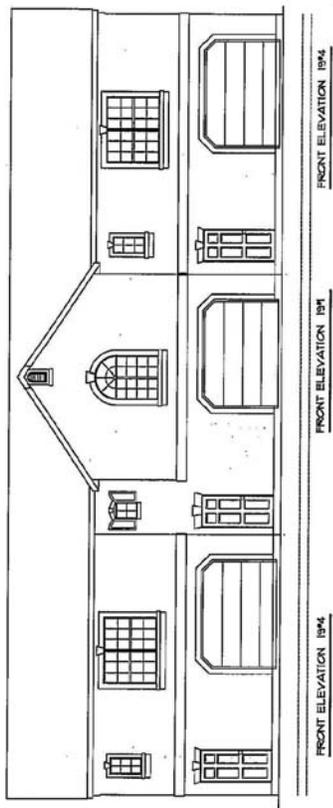






DATE: _____		PROJECT: _____	
DRAWN BY: _____		CHECKED BY: _____	
SCALE: _____		SHEET NO. _____	

ATTENTION!
 THIS DRAWING IS THE PROPERTY OF JYD AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JYD. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE USER OF THIS DRAWING AGREES TO HOLD JYD HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST JYD AS A RESULT OF SUCH UNAUTHORIZED USE. THE USER OF THIS DRAWING AGREES TO INDEMNIFY AND HOLD JYD HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST JYD AS A RESULT OF SUCH UNAUTHORIZED USE. THE USER OF THIS DRAWING AGREES TO INDEMNIFY AND HOLD JYD HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST JYD AS A RESULT OF SUCH UNAUTHORIZED USE.



FRONT ELEVATION 19A4

FRONT ELEVATION 19A

FRONT ELEVATION 19A4

WHEN RECORDED, RETURN TO:

Guy Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

DEVELOPMENT AGREEMENT
(Spanish Fork - Intermountain Healthcare)

This Development Agreement (the "**Development Agreement**") is made and entered into this ____ day of September, 2013 (the "**Execution Date**"), between SPANISH FORK CITY, a municipal corporation of the State of Utah (the "**City**"), and IHC Health Services, Inc., a Utah nonprofit corporation ("**Intermountain Healthcare**"). The City and Intermountain Healthcare are collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, Intermountain Healthcare intends to acquire from Tenedor, L.L.C., a Utah limited liability company ("**Tenedor**"), certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached **Exhibit "A"** (the "**Intermountain Healthcare Property**") and, in exchange therefor and concurrently therewith, Tenedor intends to acquire from Intermountain Healthcare certain other real property adjacent to or in the vicinity of the Intermountain Healthcare Property (the "**Tenedor Property**") for the purpose of developing a business, retail and commercial center (the "**Tenedor Development**");

WHEREAS, as a result of the exchange of the Intermountain Healthcare Property and the Tenedor Property (the "**Exchange**"), the Tenedor Development and the development of the Intermountain Healthcare Property (as defined below, the "**Intermountain Healthcare Development**") are expected to, in relevant part, improve the quality of life and care for inhabitants of the City, stimulate economic growth and development throughout the City, and result in increased property taxes, improved infrastructure and additional sales tax revenues for the City (collectively, the "**City Benefits and Other Considerations**");

WHEREAS, in anticipation of, and as a condition precedent to, Intermountain Healthcare's acquisition and, then, ownership, use and occupancy of the Intermountain Healthcare Property, the City has modified the City's "**Land Use Code**" (as defined below), including without limitation certain provisions applicable to the Business Park Zone (BP) (as further specified below, the "**Approved Zoning Modification**"), all in a manner consistent with the Spanish Fork General Plan in effect as of the Effective Date (the "**General Plan**");

WHEREAS, also in anticipation of, and as a condition precedent to, Intermountain Healthcare's acquisition and, then, ownership, use and occupancy of the Intermountain Healthcare Property, Intermountain Healthcare desires to confirm certain understandings with respect to, among other things, entitlements, signage, zoning and density, public roadways and utilities, access and utilities easements, wetlands mitigation measures, water rights, and other, related matters, all of which, as further specified below, are an inducement for Intermountain Healthcare's acquisition and, then, ownership, use and occupancy of the Intermountain Healthcare Property;

WHEREAS, in connection with the City's review, approval and execution of this Development Agreement and, further, consistent with the Approved Zoning Modification and the "**Applicable City Ordinances**" (as defined below), the City has granted and, by this Development Agreement, confirms certain rights and uses of the Intermountain Healthcare Property as now existing and/or hereafter

contemplated or allowed within the City's Business Park Zone (BP) (collectively, as further defined below, the "**Approved Uses**");

WHEREAS, understanding the foregoing, in consideration of the City Benefits and Other Considerations, and as an inducement for the acquisition and, then, ownership, use and occupancy of the Intermountain Healthcare Property by Intermountain Healthcare, the City has approved of, and hereby confirms (a) the construction and installation of certain new public roadways and related improvements on the "**Public Roadways**" (as defined below) (collectively, as further defined below, the "**Public Roadways and Related Improvements**"), and (b) the construction and installation of certain waterways and related improvements within certain areas dedicated, or to be dedicated, to the City (collectively, as further defined below, the "**Wetlands Mitigation Area**") for the purpose of mitigating wetlands conditions on or in the vicinity of the Intermountain Healthcare Property, as required and pursuant to an approved jurisdictional determination and related permit (collectively, the "**Wetlands Mitigation Permit**") issued (or to be issued) pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, by the United States Army Corps of Engineers ("**USACE**");

WHEREAS, again, understanding the foregoing, in consideration of the City Benefits and Other Considerations, and as an inducement for the acquisition and, then, ownership, use and occupancy of the Intermountain Healthcare Property by Intermountain Healthcare, the City (a) has effected, and hereby confirms (i) the Approved Zoning Modification, (ii) the Approved Uses, (iii) the vacation (the "**Chappel Drive Vacation**") of that portion of "**Chappel Drive**" (as defined below) as shown and described on attached **Exhibit "B"** and as evidenced by that certain City Ordinance No. ~~—14-13~~ attached as ~~part of Exhibit "BC"~~ (~~the "**Chappel Drive Vacation**"~~) (as further specified below, the "**Chappel Drive Vacation Ordinance**"), (iv) the vacation of any public utilities of the City within the Intermountain Healthcare Property, and (v) the disclaimer of, except as otherwise specified in this Development Agreement with respect to (A) a temporary license for the use of Chappel Drive (as further defined below, the "**Chappel Drive Temporary License**") and (B) temporary utility easements for sewer, water and electricity (as further defined below, the "**Temporary Utility Easements**"), any other right, title or interest for, as further specified below, roads, access, waterways, utilities, or other appurtenances within the Intermountain Healthcare Property, and (b) accepts and confirms (i) the dedication of the Public Roadways and (ii) the banking of certain "**Water Rights**" (as defined below) for the benefit of the Intermountain Healthcare Property and the development of the Intermountain Healthcare Property by Intermountain Healthcare for purposes of the Approved Uses (as further defined below, the "**Intermountain Healthcare Development**");

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WHEREAS, Intermountain Healthcare believes that entering into this Development Agreement with the City is in the best interests of Intermountain Healthcare and the Development, and the City believes that entering into this Development Agreement with Intermountain Healthcare is in the best interests of the City, will otherwise facilitate and further the City Benefits and Other Considerations, and will promote the health, welfare, safety, quality of life and care, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of the Approved Zoning Modification in effect as of the Effective Date, as shown in the Applicable City Ordinances attached as **Exhibit "C,"** Approved Uses and the Intermountain Healthcare Development pursuant to the terms and conditions of this Development Agreement; and

WHEREAS, the terms and conditions of this Development Agreement, including without limitation the Approved Zoning Modification, the Approved Uses and the Chappel Drive Vacation, are contemplated under, consistent with, and authorized in accordance with, and by, the General Plan, the Land Use Code and Applicable City Ordinances, and, further, are intended to protect the Intermountain Healthcare Property from the adverse effects, if any, of any future changes in zoning regulations, land use

restrictions or approvals, and other rules, regulations or policies of the City due to the change of conditions, attitudes or sentiments, private, public or governmental;

NOW, THEREFORE, to these ends and for and in consideration of the terms and conditions of this Development Agreement, together with the mutual benefits to be derived from this Development Agreement, the Parties acknowledge, covenant and agree as follows:

ARTICLE I DEFINITIONS

Except as otherwise defined in this Development Agreement, the following terms have the meaning and content set forth in this Article I, wherever used in this Development Agreement:

1.1 “**Applicable City Ordinances**” shall mean the Approved Zoning Modification, the “**City Construction Standards**” (as defined below), the provisions of the Land Use Code applicable to the Business Park Zone (BP), copies of which, inclusive of the Approved Uses, are attached as **Exhibit “CD,”** and which provide, among other things, that there are no minimum or maximum density requirements, limitations or restrictions applicable to the Intermountain Healthcare Property or the Intermountain Healthcare Development, and together with all other applicable City rules, regulations, standards, requirements and ordinances -which govern the development of land and construction of improvements upon, and within the vicinity of, the Intermountain Healthcare Property, which are currently adopted and effective as of the Execution Date of this Development Agreement.

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1.2 “**Bridge Improvements**” shall have the meaning set forth in Section 4.4(b), below.

1.3 “**Chappel Drive**” shall mean the public roadway by that name located in Spanish Fork, Utah County, Utah, as shown and described in attached **Exhibit “BC-1.”**

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1.4 “**Chappel Drive Temporary License**” shall mean the temporary access license evidenced by the “Chappel Drive Temporary License Agreement” (as defined below) over the portion of Chappel Drive located on the Intermountain Healthcare Property.

1.5 “**Chappel Drive Temporary License Agreement**” shall mean a temporary license agreement between Intermountain Healthcare and the City, to be recorded in the “**Official Records**” (as defined below) immediately following, or concurrently with, the Effective Date, confirming a license in favor of the City over the portion of Chappel Drive located on the Intermountain Healthcare Property (a copy of the form of which is attached as **Exhibit “L”**), which Chappel Drive Temporary License Agreement shall be effective until such time as the portion of the Public Roadways and Related Improvements to be constructed on the Intermountain Healthcare Property located, in substantial part, to the west of the current location of Chappel Drive, as shown, together with the other Public Roadways, on attached **Exhibit “D,”** has been constructed and, subject to the applicable one-year warranty period therefor, accepted by the City.

1.6 “**Chappel Drive Vacation**” shall have the meaning set forth in the Recitals hereto.

1.7 “**Chappel Drive Vacation Ordinance**” shall mean, as specified in the Recitals hereto, City Ordinance No. 14-13, as the ordinance approved and adopted by the City for the Chappel Drive Vacation, a fully-executed, approved and adopted copy of which is attached as **Exhibit “B-C-2.”**

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1.8 “City” shall mean Spanish Fork City, a body corporate and politic of the State of Utah, and “City Staff” shall mean all employees of the City. The principal office of the City is located at 40 South Main Street, Spanish Fork, Utah 84660.

1.9 “City Benefits and Other Considerations” shall have the meaning set forth in the Recitals hereto.

1.10 “City ~~Construction~~ Standards” shall mean, except as and to the extent modified by this Development Agreement, the City’s development requirements and standards for the Intermountain Healthcare Development as currently adopted and effective as of the Execution Date.

1.11 “City’s Undertakings” shall mean the obligations of the City set forth in Article IV.

1.12 “Intermountain Healthcare Development” shall mean the development of the Intermountain Healthcare Property, subject to the terms and conditions of this Development Agreement, the Approved Uses and the Applicable City Ordinances, with the understanding that the legal division of the Intermountain Healthcare Property as of the Effective Date pursuant to the plat therefor, a copy of which is attached as Exhibit “~~AB~~” (the “Project Subdivision Plat”), shall not limit or preclude any further legal division of the Intermountain Healthcare in connection with, in furtherance of, and as reasonably necessary or appropriate for, in Intermountain Healthcare’s reasonable judgment, the Intermountain Healthcare Development, subject to the terms and conditions of this Development Agreement and the Applicable City Ordinances.

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1.13 “Effective Date” shall mean the date of (a) this Development Agreement, the Chappel Drive Vacation Ordinance, the Project Subdivision Plat, the Applicable City Ordinances, and the Intermountain Healthcare Water Rights, (b) the execution and delivery of this Development Agreement by the City and Intermountain Healthcare, (c) the consummation and effectiveness of the Exchange, and (d) the satisfaction of the terms and conditions set forth in Section 2.1, below.

1.14 “Escrow Agreement” shall have the meaning set forth in Section 4.6, below.

1.15 “Escrow Funds” shall have the meaning set forth in Section 4.6, below.

1.16 “Exchange” shall have the meaning set forth in the Recitals hereto.

1.17 “Intermountain Healthcare” shall mean IHC Health Services, Inc. The principal mailing address for Intermountain Healthcare is listed in Section 7.2, below.

1.18 “Intermountain Healthcare’s Undertakings” shall mean the obligations of Intermountain Healthcare set forth in Article III.

1.19 “Intermountain Healthcare Water Rights” shall have the meaning set forth in Section 4.5, below.

1.20 “Land Use Code” shall mean Title 15 of the City’s Municipal Code, as the same may be amended, and the Applicable City Ordinances necessarily applicable to the Development and the Intermountain Healthcare Property.

1.21 “Official Records” shall mean the official real estate records of the Utah County, Utah, Recorder’s Office.

1.22 “**Permit Maintenance Obligation**” shall have the meaning set forth in Section 4.4(c), below.

1.23 “**Project Subdivision Plat**” shall have the meaning set forth in Section 1.12, above.

1.24 “**Public Roadways**” shall mean the public thoroughfares to be dedicated to the City by the recording of the “**Public Roadways Dedication Plat**” (as defined below), as shown on attached ~~as~~ **Exhibit “DE.”**

1.25 “**Public Roadways Dedication Plat**” shall mean the public roadway dedication plat by which the Public Roadways shall be conveyed to the City, a copy of the form of which is attached as **Exhibit “E.”**

1.26 “**Public Roadways and Related Improvements**” shall mean those certain roadway improvements, including, without limitation, driveways, curb cuts, gutters, sidewalks, bridges (specifically including the “**Bridge Improvements**,” as defined above), and related improvements, required under Applicable City Ordinances and this Development Agreement for the construction and installation of certain roadways or portions thereof, depicted on attached **Exhibit “D,”** and to be constructed by Tenedor within and, as and to the extent necessary to access and use the Public Roadways and/or cross the Wetlands Mitigation Area, near or adjacent to the Public Roadways; provided that, subject to Applicable City Ordinances, except as otherwise agreed by the City and Intermountain Healthcare, and except as otherwise specified in this Development Agreement, the Public Roadways and Related Improvements generally shall be consistent with the Wetlands Mitigation Permit, the City Construction Standards, and the City’s ~~standard~~ right-of-way/roadway cross-sections as shown on attached **Exhibit “F.”** ~~(the “City’s Standards”).~~

1.27 “**Public Roadways and Utilities Warranty Period**” shall have the meaning set forth in Section 4.3, below.

1.28 “**Public Roadways Plans and Specifications**” shall mean the plans and specifications for the design, construction and installation of all or any portion of the Public Roadways and Related Improvements, which plans shall be substantially as shown in attached **Exhibit “D”** and, otherwise, shall be prepared in compliance with Applicable City Ordinances and this Development Agreement and approved by the City, which approval, subject to the terms and conditions of this Development Agreement and Applicable City Ordinances (specifically including Section 2.2, below), and consistent with the City’s Standards, shall not be unreasonably withheld, conditioned or delayed.

1.29 “**Public Utility Easements**” shall have the meaning set forth in Section 3.3, below, and shall include, without limitation, those easements listed and described in attached **Exhibit “H.”**

1.30 “**Signage Rights**” shall have the meaning set forth in Section 3.2, below, as further depicted and described in attached **Exhibit “G-1.”**

1.31 “**Signage Rights Easement Agreement**” shall have the meaning set forth in Section 3.2, below, a copy of the form of which is attached as **Exhibit “G-2.”**

1.32 “**Intermountain Healthcare Property**” shall have the meaning set forth in the Recitals hereto. The Intermountain Healthcare Property is described on attached **Exhibit “A.”**

1.33 “**Temporary Utility Easement**” shall have the meaning set forth in Section 4.3, below.

1.34 “*Temporary Utility Easement Agreement*” shall have the meaning set forth in Section 4.3, below, a copy of the form of which is attached as *Exhibit “M.”*

1.35 “*Tenedor*” shall mean Tenedor, L.L.C., a Utah limited liability company, as set forth in the Recitals hereto.

1.36 “*Tenedor Development*” shall have the meaning set forth in the Recitals hereto.

1.37 “*Tenedor Property*” shall have the meaning set forth in the Recitals hereto.

1.38 “*Transportation and Circulation Plan*” shall have the meaning set forth in Section 4.3, below.

1.39 “*Utilities*” shall have the meaning set forth in Section 4.3, below, as generally described and shown on attached *Exhibit “I”* (as further defined below, the “*Utility Plan*”).

1.40 “*Utility Easement Agreement*” shall have the meaning set forth in Section 4.3, a copy of the form of which is attached as *Exhibit “N-2.”*

1.41 “*Utility Easement Property*” shall have the meaning set forth in Section 4.3, below, as depicted and described in attached *Exhibit “N-1.”*

1.42 “*Utility Plan*” shall mean the plans and specifications for the design, construction and installation of Utilities within or under the Utility Easement Property and/or the Public Roadways, as the case may be, as shown on attached *Exhibit “I.”*

1.43 “*Vested Rights*” shall mean, for and in consideration of the City Benefits and Other Considerations, the Approved Uses, the Signage Rights and, inclusive of the Approved Zoning Modification, the Applicable City Ordinances as of the Effective Date, all as specified in this Development Agreement.

1.44 “*Water Rights*” shall have the meaning set forth in Section 4.5, below.

1.45 “*Wetlands Mitigation Area*” shall have the meaning set forth in the Recitals hereto, as generally shown in attached *Exhibit “J.”*

1.46 “*Wetlands Mitigation Permit*” shall have the meaning set forth in the Recitals hereto.

1.47 “*Approved Zoning Modification*” shall have the meaning set forth in the Recitals hereto.

ARTICLE II CONDITIONS PRECEDENT AND APPROVED USES

2.1. **Conditions Precedent.** The following are conditions precedent to Intermountain Healthcare’s obligations under this Development Agreement, including, without limitation, Intermountain Healthcare’s Undertakings in Article III (collectively, as set forth below, the “*Conditions Precedent*”):

(a) the full execution and delivery of this Development Agreement by the City and Intermountain Healthcare, together with the recording in the Official Records of a notice of this Development Agreement;

(b) the City shall have taken, or caused to have been taken, such actions as may be necessary to confirm the Intermountain Healthcare Water Rights to the satisfaction of Intermountain Healthcare, as specified in Section 4.5, below;

(c) the full execution, delivery and, then, recordation in the Official Records of the Public Roadways Dedication Plat and the Project Subdivision Plat;

(d) the full execution, delivery and, then, recordation in the Official Records of the Chappel Drive Vacation Ordinance and, concurrently therewith, the Chappel Drive Temporary License Agreement;

(e) the full execution, delivery and, then, recordation in the Official Records of a Temporary Utility Easement Agreement for each Temporary Utility Easement;

(f) the full execution, delivery and, then, recordation in the Official Records of each Signage Rights Easement Agreement;

(g) the consummation of the Exchange and written notice thereof from Intermountain Healthcare to the City; and

(h) the full execution, delivery and, then, recordation in the Official Records of a City ordinance confirming the vacation and termination of each of the "**Public Utility Easements**" (each as defined in Section 3.3, below).

In the event that the Conditions Precedent have not been satisfied on or before the 31st day of December, 2013, Intermountain Healthcare or the City, upon ten (10) business days' written notice to the other and, then, unless any and all such Conditions Precedent shall be satisfied within any such ten (10) business day period, shall have the right, at such Party's option, to terminate this Development Agreement.

2.2. **Reserved Legislative Powers.** Nothing in this Development Agreement shall limit the future exercise of police power of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Development Agreement; provided that, notwithstanding the retained power of the City to enact such legislation under the police powers, excluding ordinances or resolutions of the City relating to impact, development, connection or permit fees, such legislation shall only be applied, if at all, to modify the Vested Rights described in this Development Agreement based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Further, except as and to the extent of any such policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah and, then, necessarily applicable only to the Intermountain Healthcare Property, any proposed change affecting the vested rights under this Development Agreement shall be of general application to all development activity in the City and, unless the City declares an emergency, Intermountain Healthcare shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the

Intermountain Healthcare Property under the compelling, countervailing public policy exception to the vested rights doctrine.

2.3. **Approved Uses.** The Approved Uses include, in addition to any existing uses of the Intermountain Healthcare Property, healthcare facilities, hospitals, clinics, and related improvements, together with any and all uses ancillary, incidental or related thereto, and all uses permitted or otherwise allowed under the Land Use Code in the Business Park Zone (BP), as described in attached *Exhibit “CD”* or in any other Applicable City Ordinances, or such other zoning ordinance as may then be applicable to the Intermountain Healthcare Property (collectively, the “*Approved Uses*”). The Approved Uses are approved by the City as being permitted uses consistent with the uses contemplated in the Land Use Code and, except as and to the extent required by public health, safety or welfare, any subsequent adoption of, or amendment to, any Applicable City Ordinances from and after the date of this Development Agreement shall not adversely affect the Approved Uses vested in the Intermountain Healthcare Property and confirmed by the City under this Development Agreement.

**ARTICLE III
INTERMOUNTAIN HEALTHCARE’S UNDERTAKINGS AND RIGHTS; APPROVED USES;
VESTED RIGHTS; RELATED MATTERS**

After the Effective Date and, except as otherwise specified below, conditioned upon (a) the satisfaction of the Conditions Precedent, (b) the City’s performance of its undertakings set forth in Article IV, below, and (c) provided this Development Agreement has not been terminated pursuant to Section 7.9, below:

3.1. **Zoning and Land Use – Approved Uses; Conflicts.** The Approved Uses are vested in the Intermountain Healthcare Property consistent with the Approved Zoning Modification and the Applicable City Ordinances attached as *Exhibit “CD”*, and notwithstanding any other or future City standards, laws, rules, requirements, regulations or ordinances to the contrary. Further, except as and to the extent existing (and, thus, grandfathered) and, otherwise, subject to, and as allowed under, the terms and conditions of this Development Agreement and the Applicable City Ordinances, Intermountain Healthcare shall have the vested right to preliminary and final subdivision, use and site plan approval to develop the Intermountain Healthcare Property for purposes of the Approved Uses specified in, and contemplated under, this Development Agreement, ~~with a minimum density of not less than _____ (_____) usable square feet, in the aggregate, for the entire Intermountain Healthcare Property~~ **[NO LIMITS – INCLUDE CONCEPT WITHIN DEFINITION OF APPLICABLE CITY ORDINANCES]**. Accordingly, except as otherwise required by Applicable City Ordinances or otherwise specified in this Development Agreement, each and every term and provision of this Development Agreement, including, without limitation, the Vested Rights, shall govern in the event of any conflict between the provisions of this Development Agreement and any Applicable City Ordinances, whether now existing **[CONFIRM COMPLIANT WITH CURRENT APPLICABLE CITY ORDINANCES INSTEAD]** or hereafter adopted or in effect, or any other City laws, rules or regulations.

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3.2. **Signage Rights.** Without otherwise affecting, or limiting, Intermountain Healthcare’s right and option to design, construct and install signage, monument, pylon or otherwise, upon the Intermountain Healthcare Property or any improvements to be constructed thereon, subject to Applicable City Ordinances, Intermountain Healthcare shall have the right and option to design, construct and install signage, substantially as shown in attached *Exhibit “G-1”* and at one or both of the locations shown in attached *Exhibit “G-1”* (as applicable, the “*Signage*”), and, to that end, the City shall, and hereby agrees to, grant such access and easement rights as may be reasonably necessary or appropriate therefor to Intermountain Healthcare (the “*Signage Rights*”); provided that, the Signage generally shall be designed and constructed consistent with the drawings and materials as shown in attached *Exhibit “G-1”*; and

provided, further, that, in connection with the design, construction and installation of any such Signage, the City shall have the right to display City identification and directional information on any such Signage consistent with the Signage described in attached *Exhibit "G-1."* The Signage and the Signage Rights for each such location shall be evidenced by a Sign Easement Agreement substantially in the form attached as *Exhibit "G-2"* (the "*Signage Rights Easement Agreement*"), which provides, in relevant part, that Intermountain Healthcare shall have no responsibility for any such City identification or directional information and the City shall share proportionately in the cost and expense incurred in connection with the ongoing maintenance and repair of any such Signage.

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3.3. **Disclaimer of Interest.** Except for the Public Roadways, the Public Roadways and Related Improvements, the Chappel Drive Temporary License Agreement, each Temporary Utility Easement Agreement, and except as otherwise specified herein (including, without limitation, by the Public Roadways Dedication Plat), a matter of public record as of the Effective Date, or otherwise agreed by Intermountain Healthcare, in writing, the City, by the execution hereof and as of the Effective Date, disclaims any and all right, title or interest in and to the Intermountain Healthcare Property, inclusive of all roadways, parking areas, waterways or ditches, utility lines, conduits, surface or other fixtures and/or improvements, storm drainage systems, sidewalks, parks and other facilities, street lighting, signage and other similar elements within, on or about the Intermountain Healthcare Property. In this connection, the City agrees to execute and deliver such instruments as Intermountain Healthcare may reasonably request evidencing the City's disclaimer of interest in and to the Intermountain Healthcare Property and its vacation and termination of any and all of the public utility easements within the Intermountain Healthcare Property, including without limitation, those easements described in attached *Exhibit "H"* (collectively, the "*Public Utility Easements*").

3.4. **Not Considered Approvals; Further Legal Division.** Except as otherwise provided herein, the terms and conditions of this Development Agreement shall not be considered, or deemed, preliminary and final subdivision, use or site plan approval to develop the Intermountain Healthcare Property for purposes of the Approved Uses specified in, and contemplated under, this Development Agreement or otherwise, as any required approval process consistent with Applicable City Ordinances must be pursued independent hereof; provided that, notwithstanding the legal division of the Intermountain Healthcare Property as of the Effective Date pursuant to the Project Subdivision Plat, Intermountain Healthcare shall have the right and option to further subdivide the Intermountain Healthcare Property in connection with, in furtherance of, and as reasonably necessary or appropriate for, in Intermountain Healthcare's reasonable judgment, the Intermountain Healthcare Development.

ARTICLE IV CITY'S UNDERTAKINGS; CITY APPROVALS; VESTED RIGHTS; RELATED MATTERS

After the Effective Date and, except as otherwise specified below, conditioned upon (a) the satisfaction of the Conditions Precedent, and (b) provided this Development Agreement has not been terminated pursuant to Section 7.9, below:

4.1 **Approval of Zoning Modification; Vested Rights.** In furtherance of the Conditions Precedent set forth in Section 2.1, above, the City, by the execution hereof, hereby ratifies and confirms the approval of this Development Agreement, including, without limitation, the Chappel Drive Vacation Ordinance, the Applicable City Ordinances, the Signage Rights, the Vested Rights, and the Approved Zoning Modification, all as contemplated by, and consistent with, this Development Agreement. By the execution hereof, the City further acknowledges and confirms that the Approved Uses are approved by the City as being permitted uses consistent with the BP Zone regulations under the Land Use Code and, further, that the Approved Uses are vested under, and on the terms and conditions of, this Development Agreement. The City further acknowledges and confirms that, subject to the terms and conditions of this

Development Agreement and compliance with the Applicable City Ordinances, Intermountain Healthcare shall have the vested right to preliminary and final subdivision, use and site plan approval to develop the Intermountain Healthcare Property pursuant to this Development Agreement.

4.2 **Other City Approvals; Further Vested Rights.** Any subdivision, use permit or site plan applications for all or part of the Intermountain Healthcare Property shall be reviewed by the City in accordance with this Development Agreement and all Applicable City Ordinances; provided that, except as and to the extent required by public health, safety or welfare, any amendment to any such Applicable City Ordinances, from and after the Effective Date of this Development Agreement shall not adversely affect the Approved Uses and/or any part or all of any Vested Rights under this Development Agreement.

4.3 **Development and Maintenance of Public Roadways; Related Matters.** Pursuant to the terms and conditions of this Development Agreement:

(a) **Road Locations; Responsibility to Construct Improvements.** The Parties acknowledge and agree that, in planning and developing the Intermountain Healthcare Property, Intermountain Healthcare may rely on the road locations, access points and circulation plans shown in the Public Roadways Dedication Plat, the Public Roadways Plans and Specifications, or otherwise approved by the City and/or contained in any transportation and circulation plan adopted by the City (if applicable) (the “*Transportation and Circulation Plan*”) and, further, any road dimensions, traffic data and projections and other standards contained in any Applicable City Ordinances (or, if available, the Transportation and Circulation Plan). Further, as and to the extent that any part or all of the Public Roadways shall be located without the Tenedor Property or the Intermountain Healthcare Property, the City shall provide such easements and access, at no additional cost or expense to Intermountain Healthcare or Tenedor, as may be reasonably necessary or appropriate for the construction of the Public Roadways and Related Improvements. Except as otherwise specified in this Development Agreement, in connection with the acquisition, ownership, use or development of the Intermountain Healthcare Property (including without limitation in connection with, or by reason of, the issuance or approval of any building or other development permit for the Intermountain Healthcare Property), Intermountain Healthcare shall have no responsibility to construct any transportation or other improvements located within or outside of the boundaries of the Intermountain Healthcare Property, to further expand, improve, modify or reconfigure any part or all of the Public Roadways and Related Improvements, or to dedicate land or otherwise implement the Transportation and Circulation Plan (if applicable). Further, except as otherwise agreed by the City and until such time as any such Public Roadways and Related Improvements shall be dedicated to, and accepted by, the City, the City shall not have any obligation or liability, cost or otherwise, for the Public Roadways and Related Improvements.

(b) **Public Roadways and Related Improvements.** Subject to Section 6.2, below, the City shall cause Tenedor, at Tenedor’s sole cost and expense (subject to Section 4.6, below), by no later than _____ **[DEADLINE TO BE CONFIRMED]**, to undertake and, consistent with the Public Roadways Plans and Specifications for the Public Roadways and Related Improvements, complete the planning, design, engineering, and construction of the Public Roadways and Related Improvements.

(c) **Installation of Utilities within the Public Roadways; Related Utilities and Easements.** Subject to Section 6.2, below, in connection with the design and construction of the Public Roadways and Related Improvements, the City shall cause Tenedor, at Tenedor’s sole cost and expense (subject to Section 4.6, below), by no later than _____ **[DEADLINE TO BE CONFIRMED]**, to design, construct and install, in accordance with the Utility Plan and Applicable City Ordinances, utility infrastructure and improvements, including, without limitation, electric, telecommunication, natural gas (with the understanding that natural gas service will not be provided by the City), water, waste water, storm water and other utilities and related facilities and equipment, together with any surface or, provided

that the same shall not be within any areas intended to be accessible by, and designated for travel by, vehicles (including without limitation any roadways, driving lanes or parking areas), above-ground improvements reasonably necessary for the use, operation and maintenance thereof (collectively, the “*Utilities*”), over, across, upon and under (i) the applicable portions of the Public Roadways (as depicted and described in the Public Roadways Plans and Specifications) and (ii) such other portions of the Intermountain Healthcare Property (as depicted and described in attached *Exhibit “N-1”*) (collectively, the “*Utility Easement Property*”), and, concurrently with the dedication of the Public Roadways, as the case may be, the Utilities, then, owned, operated, maintained, repaired and replaced by the applicable utility service provider or the City, as the case may be; provided that, as and to the extent that any such Utilities shall be outside of the Public Roadways, the Utilities shall be subject to, and evidenced by a utility easement agreement substantially in the form attached as *Exhibit “N-2”* (the “*Utility Easement Agreement*”); provided further that, as and to the extent that any such Utilities shall not be provided by the City (e.g., natural gas service), Tenedor shall be required to provide lines, conduits, piping, wiring, valves, manholes and other appurtenant devices and otherwise provide for all such Utilities and, further, coordinate the installation of all such Utilities with the provider thereof in connection with the design, constructions and installation of the Public Roadways and Related Improvements and the Utilities; provided further that, as and to the extent that any part or all of the Utilities are located without the Tenedor Property or the Intermountain Healthcare Property, the City shall provide such easements and access, at no additional cost or expense to Intermountain Healthcare or Tenedor, as may be reasonably necessary or appropriate therefor and substantially in the form of the Utility Easement Agreement; and provided that, as and to the extent shown on the Project Subdivision Plat and granted pursuant to a utility easement agreement (substantially in the form of the Utility Easement Agreement) from Intermountain Healthcare to the City, Intermountain Healthcare shall provide such easements, at no additional costs or expense to the City, as may be reasonably necessary or appropriate for the Utilities.

(d) **Utilities/Components Underground.** Except (i) as specified in the Utility Plan, (ii) specified in a Temporary Utility Easement Agreement or Utility Easement Agreement, or (iii) to the extent that, due to engineering, regulatory or safety requirements and as otherwise approved, in advance and in writing, by Intermountain Healthcare, with respect to the Intermountain Healthcare Property, and Tenedor, with respect to the Tenedor Property, which approval shall not be unreasonably withheld, conditioned or delayed, certain of the Utilities’ components must be located at surface level, at various intervals, within the Public Roadways in order for any such Utilities to function properly, any and all of the Utilities, and the components therefor, shall be located underground (as required by any Applicable City Ordinances or City Construction Standards) within the Public Roadways. Any and all work related to the Utilities, including the installation, inspection, maintenance, and operation thereof and of any components therefor shall be performed in accordance with any and all Applicable City Ordinances, the City Construction Standards and any other applicable laws, rules and regulations, including, without limitation, the Wetlands Mitigation Permit or other laws, rules or regulations related to sensitive lands and wetlands, and building, fire, sanitary, safety and other relevant matters, in a good and workmanlike manner. Further, except as otherwise agreed by the City and until such time as any such Utilities shall be dedicated to, and accepted by, the City, the City shall not have any obligation or liability, cost or otherwise, for the Utilities.

(e) **Entrances and Exits.** Intermountain Healthcare shall be entitled to have as many entrances and exits to the Public Roadways, including, without limitation, bridges over and across the Wetlands Mitigation Area, from each lot or parcel within the Intermountain Healthcare Property as may be reasonably necessary to ensure the use and enjoyment of each such lot or parcel; provided that (i) such entrances and exits shall be designed and placed in locations permitted in accordance with any Applicable City Ordinances and the City Construction Standards; and (ii) such entrances and exits shall not materially adversely affect the use, development or occupancy of any other lot or parcel adjacent or

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contiguous to the Public Roadways; provided, that, the Bridge Improvements shall be generally where shown on attached *Exhibit "D."*

(f) **Warranty Period.** Upon completion of the Public Roadways and Related Improvements and the installation of the Utilities, and acceptance thereof by the City, and through the period that is one (1) year after such completion (the "**Public Roadways and Utilities Warranty Period**"), the City shall cause Tenedor, at Tenedor's sole cost and expense, to keep and maintain such improvements in good order, condition and repair, other than routine maintenance (e.g., snow removal, sweeping and trash removal) of the Public Roadways and Related Improvements, which shall be the responsibility, cost or otherwise, of the City.

(g) **City's Acceptance of Dedication.** From and after the expiration of the City Roadways and Utilities Warranty Period, the City shall accept the dedication of the Public Roadways and, to the extent within the Public Roadways and to be provided by the City, the Utilities and, at the City's sole cost and expense, keep and maintain the Public Roadways and Related Improvements, and any such Utilities, thereafter in good order, condition and repair.

4.4 **Wetlands Mitigation.** With respect to the Wetlands Mitigation Area, including, without limitation, that part of the Wetlands Mitigation Area within the Intermountain Healthcare Property:

(a) **Construction.** Subject to Section 6.2, below, in connection with the design and construction of the Public Roadways and Related Improvements and the Utilities, the City shall cause Tenedor, at Tenedor's sole cost and expense (subject to Section 4.6, below), by no later than _____ **[DEADLINE TO BE CONFIRMED]**, to undertake and complete the planning, design, engineering and construction of the Wetlands Mitigation Area in accordance with the terms and conditions of the Wetlands Mitigation Permit and any other applicable requirements or standards of the State of Utah and/or the USACE, and generally as shown in and, in relevant part, attached as *Exhibit "J."*

(b) **Ownership and Maintenance.** As and to the extent, following the completion of the planning, design, engineering, and construction of the Wetlands Mitigation Area, the City shall own those portions of the Wetlands Mitigation Area that cross or are adjacent to the Intermountain Healthcare Property (excluding any bridges and associated improvements providing access to and from the Intermountain Healthcare Property and any Public Roadways or other roadways adjacent to or in the vicinity of the Wetlands Mitigation Area (the "**Bridge Improvements**")), as identified on attached *Exhibit "J,"* except as otherwise agreed by the City, Intermountain Healthcare and Tenedor, the City shall assume, other than the "**Permit Maintenance Obligation**" defined below, responsibility to maintain the Wetlands Mitigation Area at the City's sole cost and expense (excluding any Bridge Improvements, the maintenance of which, subject to any warranty obligations of Tenedor following construction thereof, shall be the responsibility of Intermountain Healthcare); provided that, other than the Bridge Improvements, in the event the City, pursuant to the "**Permit Maintenance Obligation**" (as defined below), shall fail to maintain any such part of the Wetlands Mitigation Area, then, upon thirty (30) days written notice from Intermountain Healthcare to the City, which shall reasonably detail the nature and extent of any such failure, and except in the event the City shall remediate any such failure within any such thirty (30) day period or such other, longer period as may be reasonably necessary or appropriate therefor (not to exceed ninety (90) days in any event), Intermountain Healthcare shall have the right, but not the obligation, to take or cause to be taken such actions as may be required to remediate any such failure and, then, shall be reimbursed for the reasonable costs and expenses therefor within thirty (30) days following written demand to the City, together with reasonably satisfactory evidentiary documentation of any such costs and expenses. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to and not in lieu of any other rights or remedies to which Intermountain Healthcare may be entitled under this Development Agreement or otherwise, the City shall

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pay interest on any such unpaid amounts at a rate of eighteen percent (18%) per annum until all such amounts are paid in full.

(c) **Wetlands Mitigation Permit Maintenance Requirements.** Notwithstanding any other term or conditions of this Development Agreement, the City and Intermountain Healthcare understand, acknowledge and agree that, _____ [POST-CONSTRUCTION MAINTENANCE OBLIGATION OF TENEDOR UNDER PERMIT TO BE CONFIRMED] (the “Permit Maintenance Obligation”).

4.5 **Water Rights.** Concurrently with the execution hereof, the City shall accept from Tenedor and, then, bank for the benefit of the Intermountain Healthcare Property certain water shares and water rights, including, without limitation, shares in Wash Creek Irrigation Co. and the New Northeast Irrigation Co., as identified on attached *Exhibit “K”* (collectively, the “*Water Rights*”), including, without limitation, those specific Water Rights as identified on attached *Exhibit “K”* as the “*Intermountain Healthcare Water Rights*.” The Intermountain Healthcare Water Rights shall be freely transferrable and useable in connection with the Intermountain Healthcare Development or, in the event of any surplus water rights over and above the needs of the Intermountain Healthcare Development, by any other future development within the City; provided that, except as and to the extent utilized in connection with the Intermountain Healthcare Development or, as determined by Intermountain Healthcare, any other development within the City, the City, ~~as~~ at the sole cost and expense of the City, shall be responsible to ensure that the Intermountain Healthcare Water Rights are maintained and put to beneficial use so that the Intermountain Healthcare Water Rights are available for use in connection with the Intermountain Healthcare Development or, as determined by Intermountain Healthcare, any other development within the City [SUBJECT TO FURTHER REVIEW AND CONFIRMATION AND, AS NECESSARY, DOCUMENTATION]

4.6 **Performance Assurances; Escrow.** Concurrently with the execution of this Development Agreement, Intermountain Healthcare, the City and Tenedor shall enter into an escrow deposit agreement (the “*Escrow Agreement*”), a copy of the form of which is attached as *Exhibit “O”*, which provides, among other things, that (a) in addition to any other amounts payable under the terms and conditions of the Escrow Agreement, the funds (the “*Escrow Funds*”) required to complete the planning, design, engineering, and construction of the Public Roadways and Related Improvements, the Utilities and the Wetlands Mitigation Area (collectively, the “*Tenedor Obligations*”) shall be deposited into an escrow account subject to release upon conditions to be agreed upon by the parties; (b) in the event Tenedor fails to complete all or any portion of the Tenedor Obligations within the time periods required hereunder, Intermountain Healthcare shall have the right, upon written notice to the City within thirty (30) days following the expiration of any applicable deadline for the completion of all or any part of the Tenedor Obligations, to complete the Tenedor Obligations using the Escrow Funds; provided, however, that (i) in the event Intermountain Healthcare undertakes to complete the Tenedor Obligations, Intermountain Healthcare shall be entitled to an administrative fee, payable out of the Escrow Funds, equal to fifteen percent (15%) of the actual costs incurred by Intermountain Healthcare in connection therewith, and (ii) in no event shall Intermountain Healthcare be liable for any penalties, fees or other charges incurred by Tenedor in furtherance of, or in connection with, the Tenedor Obligations or pursuant to any other agreement to which Tenedor is a party or, further, as a result of Tenedor’s failure to timely complete the Tenedor Obligations; and (iii) unless otherwise agreed to, in writing, by Intermountain Healthcare, in no event shall Intermountain Healthcare be deemed or construed as the successor or assignee of Tenedor under that certain Canyon Creek Development Agreement, dated as of the ____ day of _____, 2013, by and between Tenedor and the City; and (c) in the event Tenedor fails to complete all or any portion of the Tenedor Obligation and Intermountain Healthcare declines to timely exercise its right to complete said Tenedor Obligations, the City shall have the right to complete the applicable Tenedor obligations using the Escrow Funds; provided, however, that, in no event shall the

City be liable for any penalties, fees or other charges incurred by Tenedor in furtherance of, or in connection with the Tenedor Obligations or pursuant to any other agreement to which Tenedor is a party or, further, as a result of as a result of Tenedor's failure to timely complete the Tenedor Obligations. Notwithstanding anything to the contrary set forth herein, neither Intermountain Healthcare nor the City shall have any obligation to expend funds in excess of the Escrow Funds in connection with the Tenedor Obligations.

4.7 **Limitations; Reimbursement Rights.** Except as and to the extent otherwise agreed by Intermountain Healthcare, Intermountain Healthcare shall not have any liability or obligation, cost or otherwise, for any improvements or facilities as and to the extent any such improvements or facilities do not serve, in whole or in part, the Intermountain Healthcare Property, or are not otherwise required by this Development Agreement (if any, the "**Excess Improvements and Facilities**"). In the event, however, Intermountain Healthcare shall pay any part or all costs or expenses for any such Excess Improvements and Facilities, Intermountain Healthcare shall be entitled to, and eligible for, payment, reimbursement or credit therefor (as applicable, "**Excess Costs**") pursuant to the Land Use Code or under Applicable City Ordinances, as and to the extent then in effect or otherwise agreed to by the City; provided, however, that, without obligating or otherwise making Intermountain Healthcare liable therefor and as and to the extent practicable, any such Excess Improvements and Facilities shall be specified and determined to the reasonable satisfaction of the City and Intermountain Healthcare, in writing, prior to the commencement of any design, engineering, construction and installation of any such Excess Improvements and Facilities and the incurrence of any such Excess Costs. Intermountain Healthcare shall be entitled to, eligible for and/or receive any such payments, credits and/or reimbursements as and to the extent allowed under, consistent with, and subject to Applicable City Ordinances; provided that, aAs and to the extent that Intermountain Healthcare shall not be entitled to, eligible for and/or receive any such payments, credits and/or reimbursements within twelve (12) months following Intermountain Healthcare's incurrence of any such Excess Costs, together with interest thereon at the statutory rate allowed under Applicable City Ordinances or the prime rate published by Wells Fargo Bank, N.A., from the date incurred until the date paid in full, then Intermountain Healthcare shall be entitled to, and expressly reserves, any other rights or remedies to which Intermountain Healthcare may be entitled, at law or in equity by reason thereof, including without limitation the right to recover reasonable costs and expenses, including attorney's fees, incurred in the collection of the Excess Costs and, in that connection, the enforcement of the terms and conditions of this Development Agreement; provided, however, that, notwithstanding any other term or condition of this Development Agreement, in the event (and to the extent) any such payment, reimbursement or credit depends on payment or reimbursement by third parties, the City does not guarantee any such payment or reimbursement to Intermountain Healthcare.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 **Issuance of Permits - Intermountain Healthcare.** Except for the undertakings that are the responsibility of a Third Party, Intermountain Healthcare shall have the sole responsibility for obtaining all necessary permits, approvals and authorizations for Intermountain Healthcare's Undertakings and, further, shall make application for such permits, approvals and authorizations directly to the appropriate departments and agencies having authority to issue such permits in connection with the performance of Intermountain Healthcare's Undertakings. As and to the extent any such permits, approvals or authorizations will be issued by, under or through the City, the City shall not unreasonably withhold, condition or delay the issuance or granting of any such permits, approvals or authorizations.

5.2 **Access to the Intermountain Healthcare Property.** For the purpose of assuring compliance with the terms and conditions of this Development Agreement relating to the Public Roadways and Related Improvements for the Public Roadways or to the Wetlands Mitigation Area, so

long as they comply with all safety and/or security rules, procedures and policies of, or under, Intermountain Healthcare as may be established from time to time, representatives of the City shall have the right of access to the Intermountain Healthcare Property without charges or fees during the period of performance of Intermountain Healthcare's Undertakings; provided that reasonable, advance notice of any such exercise of right of access shall be provided to Intermountain Healthcare. The City shall indemnify, defend and hold Intermountain Healthcare harmless from and against all liability, loss, damage, costs or expenses (including, without limitation, attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Intermountain Healthcare Property arising from the exercise by the City, its agents, representatives or employees of its rights granted in this Section, which obligations shall survive the expiration or other termination of this Development Agreement.

ARTICLE VI REMEDIES

6.1 **Remedies for Breach.** In the event of any default or breach of this Development Agreement or any of its terms or conditions, the defaulting Party shall, upon written notice from the other, proceed promptly and in a commercially reasonable and diligent manner to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice; provided that, in the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner; provided that, in any event, the periods set forth herein shall be subject to, and limited by the terms and conditions of Article IV, above. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings, as may be necessary or appropriate, at law or in equity, to cure or remedy any such default or breach, including, but not limited to, proceedings for damages or to compel specific performance by the Party in default or breach of its obligations.

6.2 **Enforced Delay Beyond Parties' Control.** For the purpose of any other provisions of this Development Agreement, neither the City nor Intermountain Healthcare, as the case may be, shall be considered in breach or default of its obligations with respect to its construction, maintenance or repair obligations pursuant to this Development Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors; provided that any such unforeseeable causes shall not include the financial inability of either of the Parties to perform under the terms of this Development Agreement.

6.3 **Extension.** Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Development Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Development Agreement nor any other default or breach of this Development Agreement.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 **Successors and Assigns of Intermountain Healthcare.** This Development Agreement shall be binding upon Intermountain Healthcare and its successors and assigns, and where the term “*Intermountain Healthcare*” is used in this Development Agreement it shall mean and include the successors and assigns of Intermountain Healthcare. Subject to the terms and conditions of this Development Agreement, Intermountain Healthcare shall be entitled to transfer all, or any portion, of the Intermountain Healthcare Property without the consent of the City. In the event of any transfer of all, or a portion of the Intermountain Healthcare Property, then, except as required by Applicable City Ordinances or, in connection with any such transfer, otherwise required by Intermountain Healthcare in connection with, or by reason of, any such transfer (including, without limitation, any restrictions on the use of the land transferred), the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land, and Intermountain Healthcare shall be relieved from further obligation under that portion of the Development Agreement for which the assignment was made. Intermountain Healthcare shall remain responsible for all obligations under this Development Agreement with respect to the remainder of the Intermountain Healthcare Property. Further, Intermountain Healthcare shall be entitled to assign the Intermountain Healthcare Property, or any part thereof, and/or any or all of its rights and obligations under this Development Agreement to wholly-owned subsidiaries or affiliates owned, controlled or under common control by or with Intermountain Healthcare upon notice to, but without the consent of, the City.

7.2 **Term of Development Agreement; Continuing Approved Uses.** The term of this Development Agreement shall commence as of the later of the Effective Date or satisfaction of the Conditions Precedent and, then, shall terminate as of the earlier of the date that is _____ *[TERMINATION DATE TO BE CONFIRMED]* thereafter or upon the written agreement of the parties; provided that any and all accrued reimbursement, offset or credit rights shall survive any such termination. Further, notwithstanding the termination of this agreement for any reason, (a) any rights or obligations for subdivisions or site plans that have been given final approval prior to the end of the term of this Development Agreement shall survive the termination of this Development Agreement, (b) the Approved Uses and the Vested Rights specified in this Development Agreement shall survive the termination of this Development Agreement, and (c) any portion of the Subject Area that is improved in accordance with this Development Agreement shall be entitled to be used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Development Agreement. In addition, notwithstanding the termination of this Development Agreement for any reason, any portion of the Subject Area that is the subject of a pending or approved application for preliminary or final site plan, subdivision, or construction approval shall be entitled to be processed, approved or not approved, used and improved, and any improvements located or permitted to be located thereon at the time of termination shall be entitled to be constructed, used, remodeled and reconstructed in accordance with the provisions of this Development Agreement and the Applicable City Ordinances. Further, subject to Intermountain Healthcare’s compliance with Section 2.4, above, any uses, structures and/or other improvement allowed, conditionally or otherwise, within the Subject Area under this Development Agreement shall be permitted following any such termination of this Development Agreement, regardless of when an application for a building permit is submitted for any such uses, structures and/or other improvements.

7.3 **Notices.** All notices, demands and requests required or permitted to be given under this Development Agreement (collectively, the “*Notices*”) must be in writing and must be delivered personally (receipted), sent by nationally recognized overnight courier, sent by facsimile (confirmed), or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties

at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Intermountain Healthcare:

IHC HEALTH SERVICES, INC.
36 South State Street, 22nd Floor
Salt Lake City, Utah 84111
Attn: Corporate Real Estate Director

With a copy to:

STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attn: Guy P. Kroesche, Esq.

To the City:

SPANISH FORK CITY
40 South Main Street
Spanish Fork, Utah 84660
Attn: City Manager

With a copy to:

SPANISH FORK CITY ATTORNEY
40 South Main Street
Spanish Fork, Utah 84660

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof.

7.4 **Third Party Beneficiaries.** Any claims of third party benefits under this Development Agreement are expressly denied, except with respect to permitted assignees and successors of Intermountain Healthcare.

7.5 **Precedence of this Development Agreement; Conflicts; Further Approvals.** By the execution hereof, the City confirms that this Development Agreement, including without limitation Section 2.3, above, complies with any and all Applicable City Ordinances of any kind or nature, including, without limitation, any City staff memoranda relating to the Intermountain Healthcare Property, with the effect that this Development Agreement shall take precedence over any contrary provisions of any other or future City standards, laws, rules, requirements, regulations or ordinances. Accordingly, except as otherwise required by Applicable City Ordinances or otherwise specified in this Development Agreement, the Vested Rights set forth in this Development Agreement shall govern in the event of any conflict between the provisions of this Development Agreement and any other or future City standards, laws, rules, requirements, regulations or ordinances. Except as otherwise provided in this Development Agreement, the terms and conditions of this Development Agreement are not to be

construed as approvals of any particular development on the Intermountain Healthcare Property, or any part thereof, as, subject to the foregoing, any required approval process therefor must be pursued independent of the terms and conditions of this Development Agreement.

7.6 **Governing Law; Integration Clause.** It is mutually understood and agreed that this Development Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Development Agreement or any provision thereof shall be instituted only in the courts of the State of Utah. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and Intermountain Healthcare.

7.7 **Recitals and Exhibits Incorporated.** Each recital set forth above, and each exhibit attached to and referred to in this Development Agreement, is hereby incorporated by reference.

7.8 **Attorneys' Fees.** In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Development Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.9 **Termination.** Except as otherwise expressly provided herein, the obligations of the Parties shall terminate upon the satisfaction of the following conditions:

- (a) With regard to Intermountain Healthcare's Undertakings, performance of Intermountain Healthcare of Intermountain Healthcare's Undertakings as set forth herein;
- (b) With regard to the City's Undertakings, performance by the City of the City's Undertakings as set forth herein; and
- (c) Otherwise, upon the request of either Party and the written agreement and acknowledgement of each Party of the termination of this Development Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

7.10 **Recordation.** Notice of this Development Agreement will be recorded against the Intermountain Healthcare Property in the Official Records.

7.11 **Recording Amendments.** Notice of any subsequent amendment to this Development Agreement may be recorded as agreed by the Parties; provided, that, neither Party shall have any obligations to amend this Development Agreement solely by reason of this paragraph.

7.12 **Severability; Counterparts.** In the event that any provision of this Development Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Development Agreement. This Development Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.13 **Jury Trial Waiver.** EACH PARTY TO THIS DEVELOPMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS DEVELOPMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO

BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

7.14 **No Joint Venture; Interpretation; No Dedication.** The provisions of this Development Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. The provisions of this Development Agreement shall be construed as a whole and not strictly for or against any party. Nothing contained in this Development Agreement shall be deemed to be a gift or dedication of all or any portion of the Intermountain Healthcare Property for the general public or for any other public purpose whatsoever, it being the intention of Intermountain Healthcare and the City that this Development Agreement be strictly limited to the purposes expressed herein.

7.15 **Exhibits.** The following exhibits are attached to and, by this reference, incorporated in and part of this Development Agreement:

- ~~Exhibit "A" - Description and Depiction of Intermountain Healthcare Property; Copy of Project Subdivision Plat~~
- ~~Exhibit "B" - Copy of Project Subdivision Plat~~
- ~~Exhibit "BC-1" - Chappel Drive~~
- ~~Exhibit "C-2" - and Chappel Drive Vacation Ordinance~~
- ~~Exhibit "CD" - Approved Zoning Modification, City Construction Standards and Applicable City Ordinances~~
- ~~Exhibit "D" - Description and Depiction of Public Roadways and Related Improvements; Public Roadways Plans and Specifications~~
- Exhibit "E" - Public Roadways Dedication Plat
- Exhibit "F" - City Standards - Right-of-Way/Public Roadways Cross-Sections
- Exhibit "G" - Signage Rights and Locations; Signage Rights Easement Agreement
- Exhibit "H" - Public Utility Easements Summary
- Exhibit "I" - Utility Plan
- Exhibit "J" - Description and Depiction of Wetlands Mitigation Area
- Exhibit "K" - Water Rights
- Exhibit "L" - Form of Chappel Drive Temporary License Agreement
- Exhibit "M" - Form of Temporary Utility Easement Agreement
- Exhibit "N" - Form of Utility Easement Agreement; Description and Depiction of Utility Easement Property
- Exhibit "O" - Form of Escrow Agreement

7.16 **Injunctive Relief.** It is agreed and understood that in the event a Party shall fail to perform its obligations under this Development Agreement, the other Party may not have an adequate remedy at law for the breach or threatened breach and, as such, the Parties agree that each Party may, in addition to the other remedies which may be available to it hereunder, together with the right to recover reasonable attorneys' fees and costs, file a suit in equity to enjoin the other party from such breach or threatened breach and/or for the specific performance of this Development Agreement.

7.17 **Authorizations and Approvals.** Each of the persons executing this Development Agreement on behalf of the City or Intermountain Healthcare, as the case may be, warrants and represents that the City or Intermountain Healthcare, as the case may be, is a duly organized and validly existing entity under the laws of the State of Utah, that the City or Intermountain Healthcare, as the case may be, has full right and authority to enter into this Development Agreement and the persons signing on behalf of the City or Intermountain Healthcare, as the case may be, are authorized to do so and have the power to bind the City or Intermountain Healthcare, as the case may be, to this Development Agreement. Each party shall provide the other party upon request with evidence reasonably satisfactory to the other party confirming the foregoing representations; provided, however, that the execution and delivery of this Development Agreement by either Party shall be conclusive evidence of such Party's receipt of all approvals and authorizations required for and in connection with this Development Agreement, including, without limitation, the City's approval of the Chappel Drive Vacation Ordinance and the Approved Zoning Modification.

[signatures and acknowledgments on following page(s)]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: _____
Print Name: _____
Its: _____

SPANISH FORK CITY, a Utah municipal corporation

By: _____
G. Wayne Andersen, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Kent R. Clark, City Recorder

By: _____
S. Junior Baker, City Attorney

Dated this __ day of _____, 2013

Dated this __ day of _____, 2013

ACKNOWLEDGED, ACCEPTED AND AGREED TO, FOR PURPOSES OF SECTIONS 4.4(C), 4.6 AND 7.17 HEREOF, AS OF THE EFFECTIVE DATE BY:

TENEDOR L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation
Its Manager

By: _____
Jeffrey K. Woodbury, Vice President

Dated this ____ day of _____, 2013.

By: _____
O. Randall Woodbury, President

Dated this ____ day of _____, 2013.

By: _____
Richard L.K. Mendenhall, Manager

Dated this ____ day of _____, 2013.

EXHIBIT "A"

| ***(Description and Depiction of Intermountain Healthcare Property; ~~Copy of Project Subdivision Plat~~)***
(attached)

EXHIBIT "B"

(Copy of Project Subdivision Plat)

(attached)

Formatted: Font: Bold, Italic

EXHIBIT "BC-1"

(Chappel Drive ~~Vacation and Chappel Drive Vacation Ordinance~~)

EXHIBIT "C-2"
(Chappel Drive Vacation Ordinance)

EXHIBIT “CD”

(Approved Zoning Modification; Applicable Provisions of Land Use Code)

EXHIBIT "D"

(Description and Depiction of Public Roadways; Public Roadways Plans and Specifications)

|

EXHIBIT "E"
(Public Roadways Dedication Plat)
(attached)

EXHIBIT "F"

| (~~City Standards~~ *Right-of-Way/Public Roadways Cross-Sections*)

(attached)

EXHIBIT "G"

(Signage Rights and Locations; Form of Signage Rights Easement Agreement)

(attached)

EXHIBIT "H"
(Summary of Public Utility Easements)
(attached)

EXHIBIT “I”
(Utility Plan)
(attached)

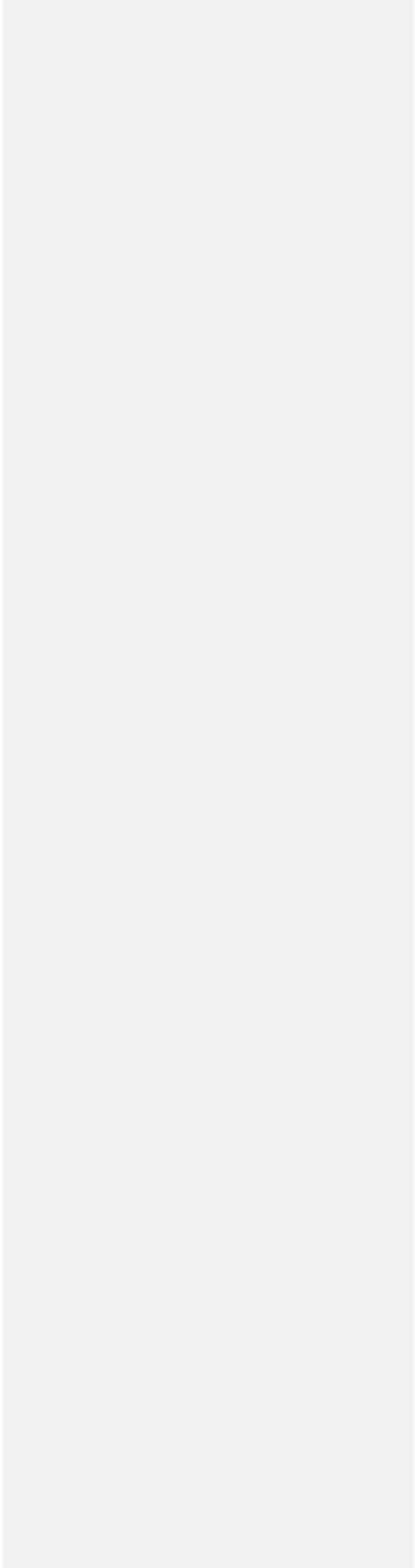


EXHIBIT “J”
(Description and Depiction of Wetlands Mitigation Area)
(attached)

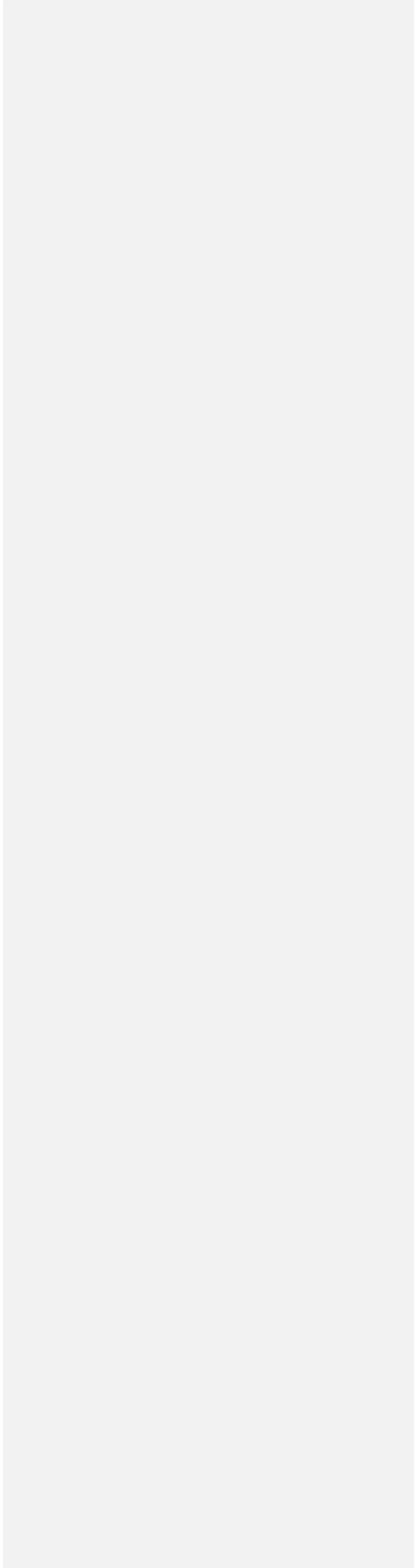


EXHIBIT "K"

(Water Rights)

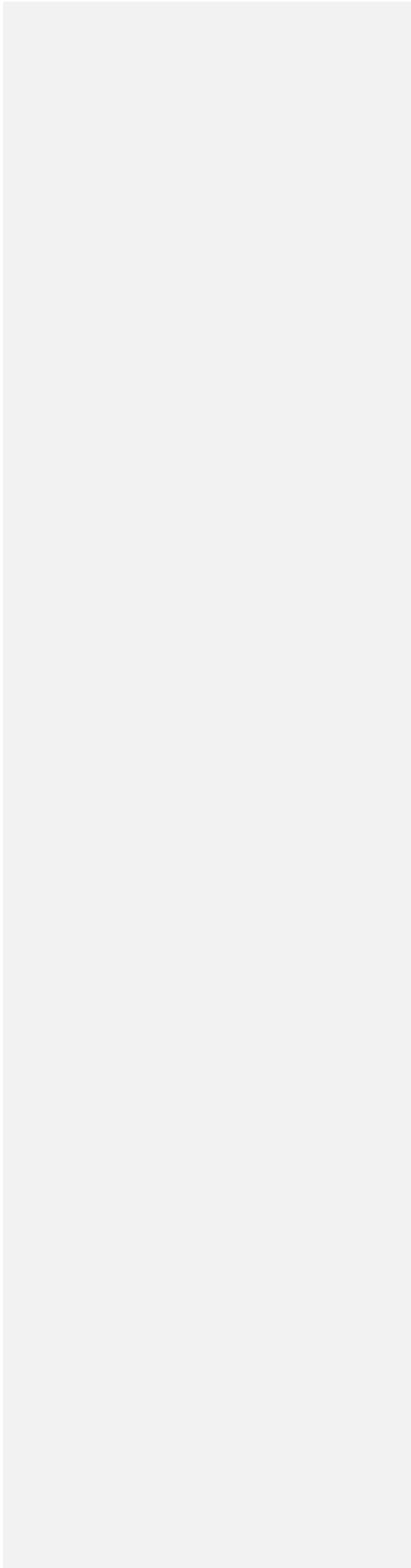


EXHIBIT "L"
(Form of Chappel Drive Temporary License Agreement)
(attached)

EXHIBIT "M"
(Form of Temporary Utility Easement Agreement)
(attached)

EXHIBIT "N-1"
(Description and Depiction of Utility Easement Property)
(attached)

EXHIBIT "N-2"
(Form of Utility Easement Agreement)
(attached)

EXHIBIT "O"
(Form of Escrow Agreement)
(attached)



TO: Honorable Mayor, Esteemed City Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: September 17, 2013

RE: Proposed GSBS Contract for Consulting Services, Impact Fee Facilities Plan and Impact Fee Analysis

Accompanying this memorandum is a proposal and contract provided by Christine Richman with GSBS Richman Consulting to prepare adoptable drafts of Impact Fee Facilities Plans and Impact Fee Analyses.

Several of you will recall that Spanish Fork City had contracted with TischlerBise to complete this work. In short, staff believes it is now in the best interest of the City to utilize the work completed by TischlerBise to develop drafts of the required documents so as to allow the City Council to adopt updated impact fees. Staff believes that with the assistance of GSBS, this project can be completed in a few months. Staff is concerned that this project could drag on much, much longer without the help of Ms. Richman.

Staff therefore recommends that the attached contract be approved and that work with GSBS commence immediately. We believe it is more important to get this project right than it is to complete it quickly. Nonetheless, I believe this project has been in progress far too long and that we need to complete it as quickly as is reasonably possible.

attachment: proposal and contract



August 27, 2013

Dave Anderson, AICP
Community & Economic Development Director
Spanish Fork City
370 North Main Street.
Spanish Fork, UT 84660

Dear Dave:

Thank you for the opportunity to submit this scope and fee to review and revise Spanish Fork's draft impact fee facilities plans and impact fee analyses for power, public safety, pressure irrigation, storm water, parks, drinking water, waste water and transportation.

GSBS Richman Consulting will review Spanish Fork's current draft impact fee facilities plans and analyses as well as related capital facilities plans to identify missing data and information. Following receipt of all missing data and information GSBS Richman will provide Spanish Fork complete and implementable Impact Fee Facilities Plans and Impact Fee Analysis ("IFA") for each public infrastructure type. The analysis will appropriately establish the nexus between the cost of required public facilities investments and the impacts of new development by clearly identifying:

- the current level of service,
- the impact of projected growth on service levels,
- the cost of maintaining the current level of service for the growing community, and
- the proportional impact of growth on existing and future development.

As part of fulfilling the scope, GSBS Richman, working with Spanish Fork City staff, will establish the current growth projections, level of service, and the impact of projected growth on services levels. Each IFFP will clearly identify the:

- demands placed on existing facilities by new development activity,
- capital facilities required to meet the demands and maintain the current level of service for the period 2013 – 2023,
- cost associated with each new or expanded capital facility, the revenue sources (including dedication of system improvements) to finance the required improvements, and
- proportional cost attributable to growth.

Each IFFP will identify the key inputs to the statutorily required components of the Impact Fee Analysis including any existing excess capacity or service level deficiencies in current facilities and the historical cost of current facilities.

GSBS Richman will provide Spanish Fork with an impact fee analysis in accordance with 11-36a-304 of the Impact Fees Act. Using the IFFP developed for each public facility type, GSBS Richman will:

- identify the level and rate of new development that will consume any identified excess capacity;
- calculate the revised level of service if new development occurs as projected without investment in new or expanded system facilities;

- demonstrate the relationship between required investment in new or expanded facilities and new development;
- identify all sources of funding to pay for public facilities including the proportionate share contributed to each source by new development;
- calculate the impact fee, by land use type, necessary to allocate the proportional share of the cost of new and expanded public facilities to new development.

The scope will be completed through the following tasks:

Task 1 Evaluation of Draft IFFP, IFA and current CFP

GSBS Richman will evaluate the work completed to date and current capital facilities plans previously completed for the following public facilities:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

The review will take four weeks and identify the elements requiring additional data and information in order to comply with the requirements of the Impact Fees Act. At the completion of this task, Christine Richman will meet with Spanish Fork City representatives to review the findings and finalize the data plan for Task 2. At this point in the project one or more of the facilities types may be removed from the scope of services.

Task 2 Data and Information Gathering/Generation

GSBS Richman will provide and oversee implementation of a data and information plan to Spanish Fork City that identifies the data and information needed to complete impact facilities plans and impact fee analysis in accordance with the Utah Impact Fees Act.

Task 3 Impact Fee Facilities Plans

Eight weeks after completion of the data and information plans, GSBS Richman will provide Spanish Fork City with draft Impact Fee Facilities Plans for the public facilities advanced through the data and information gathering phase to include at a maximum:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

Each IFFP will **establish the current level of service** provided to existing residents and businesses. In some instances this level of service may differ from the master planned level of service. Each IFFP will identify the where, what type and how much for existing development. The formula to determine level of service is straightforward:

$$\frac{\text{Existing facilities (less excess capacity)}}{\text{Number served}}$$

The IFFP level of service must be based on current service levels, this is the maximum level of service that may be recouped through impact fees.

Each IFFP will include an **inventory of existing facilities** including the *designed capacity* of the facility and *current utilization* of capacity. The inventory will be used to identify any *existing excess capacity or service level deficiencies*. If existing excess capacity is identified the *historical cost of construction or purchase* of the facility and *method of financing* the original purchase or construction will be obtained. Using the original cost and available ERUs the per unit cost will be calculated for inclusion in the Impact Fee Analysis. If an existing service level deficiency is identified the required investment to correct the deficiency will be clearly identified to ensure that the cost of improving facilities to meet the required level of service for current users is NOT included in the impact fee analysis.

Each IFFP will identify when, where and what type of future growth is projected within the next 10 years. The following questions should be asked concerning each facility type and projected growth:

- Is there an impact?
- What will be needed and how much will it cost?
- When will it be needed?

New development will be evaluated for the following factors:

- Land use type
- Intensity
- Function
- Location
- Occupancy
- Size
- Design considerations

Each of these factors may have an impact on the proportional impact of new development on the need for and cost of new or expanded public facilities.

Each IFFP will also meet statutory requirements relating to the identification and allocation of *school needs*. If differing levels of service are determined to be appropriate for different areas of the City, service areas will be established and clearly explained. The identification of *service areas* is a requirement of the Impact Fee Enactment.

Each IFFP must identify the capacity, timing and cost of additional public facilities needed within the 10 year planning window. Each IFFP will also indicate the source of the impact on required new facilities (new development, increased utilization from existing development or correction of existing deficiencies) and the most appropriate source of financing the improvements. Sources of financing may include any appropriate combination of the following:

- Dedications
- User fees
- General fund
- Other funds
- Grants
- Impact fees
- Bonding

Task 4 Calculate Maximum Allowable Impact Fee and Proposed Impact Fee Schedule

The Impact Fee Analysis will calculate the **maximum allowable impact fee** for each of the facility types advanced for analysis to include the following public facility types:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

The fee calculation will clearly identify the source of the inputs and the methodology used to calculate the fee. The Analysis will identify anticipated impact on or consumption of existing capacity, anticipated impact on system improvements and describe how anticipated impacts are related to anticipated development. The analysis will also estimate **proportionate share** of identified costs attributable to new development including costs for existing capacity recouped through the impact fee and costs of new or expanded facilities reasonably related to new development activity. The analysis will clearly identify how each impact fee was calculated.

The proportionate share analysis will identify the historical cost of each facility with excess capacity to serve new development, the cost of system improvements and other sources of financing. The analysis will also identify the relative extent that new development will contribute to excess capacity/system improvements through sources other than impact fees and the relative extent to which new development will contribute to existing facilities/system improvements in future. This analysis will allow the consultants to determine the extent to which development activity is entitled to a **credit**. The analysis will also identify any extraordinary costs associated with services to new development and the time-price differential for costs borne in the past and to be borne in the future.

The fee calculation may include the construction contract price; the cost of acquiring land, improvements, materials and fixtures; the cost for planning, surveying, and engineering services provided for and directly related to construction of system improvements; and debt service charges. To the extent that actual costs are not available the calculation may be based on realistic estimates. GSBS Richman Consulting will ensure that all assumptions underlying any estimates are clearly and completely disclosed in the analysis.

GSBS Richman Consulting will propose an impact fee schedule that proportionally allocates the cost of required new improvements and/or the “buy-in” to existing excess capacity by land use and intensity. The proposed fee schedule will clearly identify the methodology used to calculate the fee to allow Spanish Fork City to respond to unique situations and questions from developers and applicants.

Task 5 Report Results

Once our analysis is complete, GSBS Richman Consulting will prepare a draft report summarizing the results of our work and providing a recommended fee structure. The draft report will meet the requirements of Chapter 11-36a of Utah Code Annotated and contain specific information concerning the basis and methodology of the recommended fee structure. The report will include an Executive Summary, understandable to a lay person that identifies the level of service, source of data and information and recommended fee structure for each public facility type.

All recommendations will be clearly presented and supported by analysis and comparison with statutory requirements.

Task 6 Notifications

Spanish Fork City will be responsible for all statutorily required notices.

Task 7 Presentation and Public Hearing

GSBS Richman Consulting will be available during the adoption process for the presentation of the analysis to the City's Administration and, during the statutorily required public hearing(s) to the City Council and Mayor. Any publicly available presentations will be reviewed and approved by Spanish Fork City staff prior to presentation.

Proposed Fee:

GSBS Richman proposes to complete the analysis as identified in the scope above for a total of \$59,580. Exhibit A details the basis of the cost estimate.

Please let me know if you would like to additional adjustments to the proposed scope and fee.

Sincerely,



Christine C. Richman

Exhibit A

Fee Proposal		
Task	Type	Total
CFP/draft IFFP & IFA Review	Power	\$1,800
	Public Safety	\$1,800
	Pressure Irrigation	\$1,800
	Stormwater	\$1,800
	Parks and trails	\$1,800
	Drinking Water	\$1,800
	Waste Water	\$1,800
	Transportation	\$1,800
	<i>Total Review</i>	<i>\$14,400</i>
Data Plan Development/Implementation	All	\$3,600
	<i>Total Data Plan</i>	<i>\$3,600</i>
IFFP	Power	\$2,700
	Public Safety	\$1,800
	Pressure Irrigation	\$1,800
	Stormwater	\$2,700
	Parks and trails	\$1,800
	Drinking Water	\$2,700
	Waste Water	\$2,700
	Transportation	\$1,800
	<i>Total IFFP Review</i>	<i>\$18,000</i>
Impact Fee Analysis	Power	\$2,700
	Public Safety	\$1,800
	Pressure Irrigation	\$1,800
	Stormwater	\$1,800
	Parks and trails	\$1,800
	Drinking Water	\$2,700
	Waste Water	\$2,700
	Transportation	\$1,800
	<i>Total Impact Fee Analysis</i>	<i>\$17,100</i>
Report	All	\$5,400
Presentation	All	\$1,080
	Total Estimated Fee	\$59,580

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into the — day of September, 2013 by and between GSBS, PC dba GSBS Richman Consulting, a Utah company hereinafter referred to as ‘Consultant’ and Spanish Fork, a Utah municipality. hereinafter referred to as “Client.”

1. Services.

- a. Consultant will provide to Client the services described in Exhibit “A” – Scope of Work. All work shall be performed to generally accepted industry standards.
- b. Consultant is an independent Consultant. This agreement shall not be deemed to create a relationship of employment, partnership or joint venture between Consultant and Client.
- c. Term: This agreement shall be in effect from September 3, 2013 through August 31, 2014, or completion of the Scope of Services which is earlier, and shall be deemed automatically renewed on a month-to-month basis thereafter until it is terminated by either party upon at least ten business days’ prior written notice to the other party.
- d. Amendments: This agreement can only be modified or amended in writing. Any change in this Agreement shall be mutually agreed upon by the Client and the Consultant and shall be set forth only in written amendments to this Agreement.

2. Fees and Expenses.

- a. Compensation: Consultant shall complete the Scope of Work identified in Exhibit “A” for a fee of \$59,580 billed on an hourly basis in accordance with the rate schedule included in Exhibit A.
- b. Invoices shall be sent to Dave Anderson, Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660.
- c. Payment terms: Invoices shall be 30 days payable to GSBS Richman Consulting. For invoices not paid after 60, interest at the rate of 12% per annum shall accrue on any delinquent balance.

3. Authorized Representatives.

- a. Each party shall name an individual, specified in Sections 3b and 3c, as its authorized representative for purposes of representation and notices.
- b. The Client designates:
Dave Anderson
40 South Main Street
Spanish Fork, Utah 84660
danderson@spanishfork.org
- c. The Consultant designates:
Christine Richman, Project Manager
375 West 200 South, Suite
Salt Lake City, Utah 84101
CRichman@gsbsrichmanconsulting.com

4. Indemnification.

The Consultant agrees and covenants to hold harmless and indemnify the Client from any claims, losses, injury, expenses and attorneys’ fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the

Consultant, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

The Client agrees and covenants to hold harmless and indemnify the Consultant from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Client, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

5. Successors.

The Consultant and Client agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors and agents.

6. Termination.

This contract may be terminated by either party upon notice to the designated representative. At the time of termination, Consultant will provide to Client all work completed or in process as of the date of termination. Within 30 days of termination, Client will make payment to Consultant for all authorized fees and expenses outstanding.

7. Confidentiality of Data

Consultant shall treat all data that it receives from or through Client, or is otherwise exposed to within the course of completing the scope of work, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations.

Consultant acknowledges that it may be provided or come into contact with Confidential Information of the Client or of Client's client(s) or other related parties (collectively, "Client's Confidential Information"). In recognition of the foregoing, Consultant covenants and agrees that

- It will keep and maintain the Client's Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- It will use and disclose the Client's Confidential Information solely for the purposes for which such information, or access to it, is provided, and Consultant will not use or disclose Client's Confidential Information for its own purposes or for the benefit of anyone other than the Client or Client's clients or related parties;
- It will not directly or indirectly disclose any of the Client's Confidential Information to any third party, except with the Client's prior written consent or as otherwise provided herein;
- It will not directly or indirectly use any of the Client's Confidential Information to gain an unfair business advantage;
- It shall, upon the earlier of (i) completion of discussions between the parties or any engagement of Consultant by Client, (ii) determination that it has no need for the Client's Confidential Information, or (iii) at any time the Client may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the Client's Confidential Information that Consultant may then possess or control. Disposal shall be achieved through prompt delivery of the records to the Client or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, Consultant shall, upon request of the Client, promptly certify in writing, in a form acceptable to the Client and executed by an authorized officer of

Consultant, that all of Client's Confidential Information has been destroyed or returned.

8. Consultant's Insurance

Consultant shall procure and maintain, with insurance companies authorized to do business in the State of Utah, insurance requirements according to Exhibit B – Insurance Requirements. All coverage required hereunder shall be kept in full force and effect for the term of this Agreement,. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

9. Entire Agreement

This Agreement including Exhibit "A" contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings commitments, proposals or agreements whether oral or written and may only be modified or amended in writing or executed by authorized individuals of Client and Consultant.

10. Jurisdiction

This Agreement shall be governed by the laws of the State of Utah.

11. Signatures.

GSBS, PC

By: _____
Kevin Miller, CEO

Spanish Fork City..:

By: _____
G. Wayne Andersen, Mayor

EXHIBIT A TO AGREEMENT FOR CONSULTING SERVICES

Scope of Services

GSBS Richman Consulting will provide Spanish Fork City with Impact Fee Facilities Plans and Impact Fee Analysis for power, public safety, pressure irrigation, stormwater, parks, drinking water, waste water and transportation by completing the following tasks:

Task 1 Evaluation of Draft IFFP, IFA and current CFP

GSBS Richman will evaluate the work completed to date and current capital facilities plans previously completed for the following public facilities:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

At this point in the project one or more of the facilities types may be removed from the scope of services.

Task 2 Data and Information Gathering/Generation

GSBS Richman will provide and oversee implementation of a data and information plan to Spanish Fork City that identifies the data and information needed to complete impact facilities plans and impact fee analysis in accordance with the Utah Impact Fees Act.

Task 3 Impact Fee Facilities Plans

Eight weeks after completion of the data and information plans, GSBS Richman will provide Spanish Fork City with draft Impact Fee Facilities Plans for the public facilities advanced through the data and information gathering phase to include at a maximum:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

Task 4 Calculate Maximum Allowable Impact Fee and Proposed Impact Fee Schedule

The Impact Fee Analysis will calculate the **maximum allowable impact fee** for each of the facility types advanced for analysis to include the following public facility types:

- Power
- Public Safety
- Pressure Irrigation
- Storm drainage
- Parks and Trails
- Drinking Water
- Waste Water and
- Transportation.

GSBS Richman Consulting will propose an impact fee schedule that proportionally allocates the cost of required new improvements and/or the “buy-in” to existing excess capacity by land use and intensity. The proposed fee schedule will clearly identify the methodology used to calculate the fee to allow Spanish Fork City to respond to unique situations and questions from developers and applicants.

Task 5 Report Results

GSBS Richman Consulting will prepare a draft report summarizing the results of our work and providing a recommended fee structure. The draft report will meet the requirements of Chapter 11-36a of Utah Code Annotated and contain specific information concerning the basis and methodology of the recommended fee structure. The report will include an Executive Summary, understandable to a lay person that identifies the level of service, source of data and information and recommended fee structure for each public facility type.

All recommendations will be clearly presented and supported by analysis and comparison with statutory requirements.

Task 6 Presentation and Public Hearing

GSBS Richman Consulting will be available during the adoption process for the presentation of the analysis to the City’s Administration and, during the statutorily required public hearing(s) to the City Council and Mayor. Any publicly available presentations will be reviewed and approved by Spanish Fork City staff prior to presentation.

EXHIBIT B TO AGREEMENT FOR CONSULTING SERVICES
Insurance Requirements

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

A. MINIMUM LIMITS OF INSURANCE. The Consultant shall maintain limits no less than:

1. Professional Liability: \$1,000,000 combined single limit per occurrence.
2. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the Labor Code of the State of Utah and Employer's Liability limits of \$1,000,000 per accident, \$1,000,000 for disease – policy limit, and \$1,000,000 disease – each employee.
3. Commercial General Liability: \$1,000,000 per occurrence, with \$2,000,000 annual aggregate.

B. NOTICE OF INCIDENT OR ACCIDENT. The Consultant shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

C. OTHER INSURANCE PROVISIONS. The policies shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

D. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

E. VERIFICATION OF COVERAGE. The Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

F. SUBCONTRACTORS. The Consultant shall obtain, and furnish to City on request, separate certificates and endorsements from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 11, 2013
Re: Engineering and Substation Bid for the Expansion of Woodhouse Substation

Staff Report

RECOMMENDED ACTION

Acceptance of Codale Electric's bid for the Engineering and Substation Expansion of the Woodhouse Substation for \$512,256.00.

BACKGROUND

The Woodhouse Substation is located at the end of 1100 East behind Kmart next to the city compost site. It has become necessary to expand this substation to accommodate commercial growth in the area and create needed redundancy in the system. The city council approved the purchase of the transformer for this substation expansion on August 20, 2013.

DISCUSSION

Proposals were obtained from engineering firms to design the expansion of the substation. The lowest proposal was from Codale Electric for \$37,135.00. This cost was significantly lower than the other proposals because they would provide a pre-fabricated substation.

The engineering is cheaper for pre-fabricated substations because it does not need to be completely redone for each substation. We have a prefabricated substation at 2550 East and US 6 which works really well. There are great features built into these prefabricated substations which allow us to work on them without shutting off the power to parts of the city.



Prefabricated substations are designed and constructed much quicker than custom designed ones. We were able to get a very good price on the transformer because we were willing to take delivery in November, which is very fast for a transformer lead time. Constructing a prefabricated substation will allow us to fully utilize the capacity and redundancy of that transformer much sooner and well before the commercial development is in place that requires.

ALTERNATIVES

We could accept ECI's proposal of \$64,898.00 for the engineering to design a custom substation. We estimate that the custom substation would then cost an additional \$625,000 based on similar bidding that the city has done in the past.

Attached: bids

SPANISH FORK CITY
WOODHOUSE SUBSTATION EXPANSION

September 9, 2013
 Bid Tabulation

				Codale	ECI	Salient	ICPE	Spectrum	AVG
NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE				
1	Engineering Woodhouse sub. expansion	1	LS	\$37,135.00	\$64,898.00	\$75,000.00	\$78,990.00	\$134,781.00	\$78,160.80
GRAND TOTAL:				\$37,135.00	\$64,898.00	\$75,000.00	\$78,990.00	\$134,781.00	

PROJECT ID	PROJECT TITLE	QUOTE ID	TOTAL	EXPIRES	REVDATE
130826C01	WOODHOUSE SUBSTATION- SFP (2nd XFMR EXPANSION)	130826Q01	\$475,121	9/9/2013	9/3/2013

PROJECT SCOPE:

PREFAB: Low profile open air substation, per attached one line drawing 1211081L01 Rev1. The scope includes design, procurement, assembly, and installation supervision. All items described in the BOM summary, unless refined during the final approval process, are included. Design HS bus, by-pass / switching structure, transformer pad, LS main/transfer structures for 4 reclosers, and controls. Provide commissioning support.

OPTIONAL ADDERS TO TOTAL \$ AMOUNT:

1) Electrical Contractor to install equipment on site as described below. \$72,000

SITE CONTRACT MATERIAL & SERVICES ALLOWANCE SCOPE PROVIDED BY PARTNER CONTRACTOR:

Material & Services are as follows- Anything below TOC (except ground grid material), installation of the ground grid, erection of high side steel, static wire on static masts, install bus work within substation fence, fence, Connecting get-a-ways to tandem disconnect switches on low side bus. Install conduit from high voltage equipment to skids and/or control building. Low voltage terminations in control building from skids and high voltage equipment. Set high voltage equipment on foundations and structures.

MATERIAL & SERVICES PROVIDED BY OTHERS:

Material & Services are as follows- Crane services to set power transformer. Bucket truck to set small structures & install hardware. Backfill and crushed rock. Licensing or permitting for the site. All conduit. Intall xfmr panel in control building and wiring everything external to panel. Testing and commissioning.

OTHERWISE NOTED TERMS AND CONDITIONS: FOB Site/Foundation(s), excluding taxes, delivery 20-23 Weeks ARO.

NOTES/EXCEPTIONS:

FROM:

Richard Evans, P.E.
 Director of Utility Engineering Services and Technical Sales
 5225 W. 2400 S.
 Salt Lake City, UT 84120
 Direct (801) 975-5556
 Cell (801) 750-4121
 FAX (801) 975-2876
 E-mail: richarde@codale.com

QTY	UM	DESCRIPTION	SI
APPARATUS			
9.0	Ea	ARRESTER,SRG,10KV,STA CLASS,8.4KV MCOV	3300070
3.0	Ea	ARRESTER,SRG,39KV,STA CLASS,31.5KV MCOV	1004075
3.0	Ea	CUTOUT,NON-LDBRK,15KV,100A,110kV BIL,UNIV	5608401
3.0	Ea	FUSE,LINK,23",1T AMP,HIGH SURGE,UNIVERSAL	5729108
CONDUCTORS			
369.4	Ft	BUS,AL,RND,1",SCH40	2646107
535.3	Ft	BUS,AL,RND,2",SCH40	2646404
233.5	Ft	BUS,AL,RND,3",SCH40	2646602
2.0	Ea	BUS,BAR,GROUND,CU,3/4"W X 1/4" T X 8-1/4"	9700000
1,535.0	Ft	CABLE,CONTROL,12 COND,#10 CLASS C,XLPE,E2,SHLD,CPE JKT,600V	1002229
1,735.0	Ft	CABLE,CONTROL,4 COND,#10 CLASS C,XLPE,E2,SHLD,CPE JKT,600V	1002226
240.0	Ft	CABLE,CONTROL,4 COND,#14 CLASS C,XLPE,E2,UNSHLD,CPE JKT,600V	1002246
63.0	Ft	CONDUCTOR,ACSR,1272 kCMIL,45/7STR,BITTERN	4510707
18.0	Ft	CONDUCTOR,ACSR,4/0,6/1STR,PENGUIN	4509006
155.5	Ft	CONDUCTOR,ACSR,477 kCMIL,26/7STR,HAWK	4500047
500.0	Ft	CONDUCTOR,CU,#14,41STR,SWITCHBOARD,GRAY,SIS	1160135
22.0	Ft	CONDUCTOR,CU,#6,SOLID,BARE,SD	4518007
412.0	Ft	CONDUCTOR,CU,4/0,BARE,19STR,SD	4519401
CONNECTORS			
10.0	Ea	BLOCK,TERM,12-PT,NONSHORTING,EB25	2108207
9.0	Ea	BLOCK,TERM,4-PT,SHORTING,EB27	3230010
9.0	Ea	CONN,COMPRESSION,2" BUS TERM CTR,AL,BITTERN COND	3299981
3.0	Ea	CONN,COMPRESSION,2" BUS TERM CTR,AL,HAWK COND	3300053
12.0	Ea	CONN,COMPRESSION,2H 45DEG,AL,HAWK COND	3300036
9.0	Ea	CONN,COMPRESSION,2H 90DEG,2" BUS,AL	3300051
18.0	Ea	CONN,COMPRESSION,2H CTR FORMED,1" BUS,AL	3300008
21.0	Ea	CONN,COMPRESSION,2H CTR FORMED,AL,HAWK COND	3300020
24.0	Ea	CONN,COMPRESSION,4H 45DEG,1" BUS,AL	3300009

QTY	UM	DESCRIPTION	SI
9.0	Ea	CONN,COMPRESSION,4H 90DEG,AL,BITTERN COND	3299983
12.0	Ea	CONN,COMPRESSION,4H 90DEG,AL,HAWK COND	3300022
12.0	Ea	CONN,COMPRESSION,4H CTR FORMED,1" BUS,AL	3300014
3.0	Ea	CONN,COMPRESSION,4H CTR FORMED,2" BUS,AL	3300024
9.0	Ea	CONN,COMPRESSION,4H CTR FORMED,AL,PENGUIN COND	3299982
3.0	Ea	CONN,COMPRESSION,4H EXP JOINT,3" BUS,AL	3300028
6.0	Ea	CONN,COMPRESSION,4H SIDE FORMED,2" BUS,AL	3300019
3.0	Ea	CONN,COMPRESSION,4H TEE CABLE RUN,AL,HAWK COND	3300025
12.0	Ea	CONN,COMPRESSION,CORONA BELL,2" BUS,AL	3300054
12.0	Ea	CONN,COMPRESSION,CORONA BELL,3" BUS,AL	3300055
3.0	Ea	CONN,COMPRESSION,ELBOW 90DEG,2" BUS TO 2",AL	3300043
6.0	Ea	CONN,COMPRESSION,EXP JOINT BUS TO BUS,2" BUS,AL	9700109
3.0	Ea	CONN,COMPRESSION,GRD STIRRUP,2" BUS,AL	3300042
3.0	Ea	CONN,COMPRESSION,SPLICE,2" BUS TO 2",AL	3300057
9.0	Ea	CONN,COMPRESSION,SPLIT-A FRAME 30DEG,1" LEG TO 2" BUS,AL	3299989
9.0	Ea	CONN,COMPRESSION,STR TEE REDUCER,2" BUS,AL,PENGUIN COND	3299980
3.0	Ea	CONN,COMPRESSION,STR TEE REDUCER,3" BUS,AL,HAWK COND	3300016
18.0	Ea	CONN,COMPRESSION,TEE 15DEG,1" LEG TO 2" BUS,AL	3299988
3.0	Ea	CONN,COMPRESSION,TEE 90DEG,1" LEG TO 1" BUS,AL	3300037
24.0	Ea	CONN,COMPRESSION,TEE 90DEG,1" LEG TO 3" BUS,AL	3300002
53.0	Ea	CONN,GRD,BRZ,#4-300 CU,1 COND TO 1/2" FL	4641155
11.0	Ea	CONN,GRD,BRZ,#4-300 CU,2 COND TO 1/2" FL	3300100
12.0	Ea	CONN,STUD 1"-12,2H 45DEG,TIN PLATED	3300046
12.0	Ea	CONN,STUD 1"-12,2H 90DEG,TIN PLATED	3300045
8.0	Ea	LUG,TERM,2H OFFSET,LEAD,1/4x1,CU,TIN	5060049
1.0	Ea	MOLD,4/0 TO 1/4x1 LUG,2H OFFSET,90WM,L160	5060041
1.0	Ea	MOLD,4/0 TO 4/0,TEE HORIZ CONN,150WM,L160	5060006
31.0	Ea	WELD METAL,CONTAINER 150,PLUS,DARK BLUE	5060122
8.0	Ea	WELD METAL,CONTAINER 90,PLUS,GRAY	5060120
		DISPOSABLES	
9.0	Ea	NAMEPLATE & LABELS PER TYPICAL PANEL,BLK W/ WHT, VARIOUS	9700600
		FOUNDATIONS & SOILS	
89.2	Ea	CONCRETE,1 CY,4KPSI,TYPE II CEMENT	3290601
48.4	Ea	CONCRETE,REBAR IN 1 CY,FIELD ASSEMBLED	3290613
40.8	Ea	CONCRETE,REBAR IN 1 CY,PIER CAGE	3290612
34.5	Ft	CONCRETE,SONOTUBE,30" DIAMETER	3290626
		HARDWARE & FASTENERS	
8.0	Ea	ANCHOR BOLT,BENT,7/8"X18"X4"X6",HDG,ASTM F1554 GRADE 36	9700150
92.0	Ea	ANCHOR BOLT,HEADED,1"X2'-6",HDG,ASTM F1554 GRADE 36	9700149
504.0	Ea	BOLT,MACH,1/2" X 1",12NC,HDG,ASTM A325	6224980
24.0	Ea	BOLT,MACH,1/2" X 1-1/2",12NC,HDG,ASTM A325	6236509
48.0	Ea	BOLT,MACH,1/2" X 2",12NC,HDG,ASTM A325	6200190
672.0	Ea	BOLT,MACH,1/2" X 2-1/2",12NC,HDG,ASTM A325	6224983
288.0	Ea	BOLT,MACH,1/2" X 3 1/2",12NC,HDG,ASTM A325	6224981
96.0	Ea	BOLT,MACH,3/4" X 2",10NC,HDG,ASTM A325	1510714
132.0	Ea	BOLT,MACH,3/4" X 2-1/2",10NC,HDG,ASTM A325	1510715
72.0	Ea	BOLT,MACH,5/8" X 1-1/4",11NC,HDG,ASTM A325	6238505
144.0	Ea	BOLT,MACH,5/8" X 2",11NC,HDG,ASTM A325	6237101
120.0	Ea	BOLT,MACH,5/8" X 2-1/2",11NC,HDG,ASTM A325	6237200
96.0	Ea	BOLT,MACH,7/8" X 3",9NC,HDG,ASTM A325	6238901

QTY	UM	DESCRIPTION	SI
12.0	Ea	BUS SUPPORT,BOLTED,OP BASE ,AL 1" BUS,3"NBC	3300031
15.0	Ea	BUS SUPPORT,BOLTED,OP BASE ,AL 2" BUS,3"NBC	3300035
36.0	Ea	BUS SUPPORT,BOLTED,OP BASE ,AL 3" BUS,3"NBC	3300030
18.0	Ea	BUS SUPPORT,BOLTED,PED TYPE ,AL 2" BUS,3"NBC	3300034
236.0	Ea	NUT,HEX,1",8NC,HDG,ASTM A563A	1005391
1,032.0	Ea	NUT,HEX,1/2",13NC,HDG,ASTM A563A	1005388
228.0	Ea	NUT,HEX,3/4",10NC,HDG,ASTM A563A	1005177
264.0	Ea	NUT,HEX,5/8",11NC,HDG,ASTM A563A	1005389
112.0	Ea	NUT,HEX,7/8",9NC,HDG,ASTM A563A	1005390
36.0	Ea	NUT,SPRING,#10-32,FOR P7000 CHANNEL	1003299
6.0	Ea	STRAP,CND,6",BOLT MTG,W/2BOLTS & NUTS	1705605
16.0	Ea	WASHER,FLAT,1",PLAIN,STD CUT,USS,STL	0844712
1,536.0	Ea	WASHER,LOCK,1/2" BOLT,?/?",HDG,ASTM F436	6273809
228.0	Ea	WASHER,LOCK,3/4" BOLT,?/?",HDG,ASTM F436	6274005
336.0	Ea	WASHER,LOCK,5/8" BOLT,?/?",HDG,ASTM F436	6273908
96.0	Ea	WASHER,LOCK,7/8" BOLT,?/?",HDG,ASTM F436	0778845
144.0	Ea	WASHER,RND,1" BOLT,1-1/16"ID,2"OD,5/32"T,HDG,ASTM F436	9790000
2,208.0	Ea	WASHER,RND,1/2" BOLT,17/32"ID,1-1/16"OD,1/8"T,HDG,ASTM F436	6275101
228.0	Ea	WASHER,RND,3/4" BOLT,13/16"ID,1-15/32"OD,5/32"T,HDG,ASTM F436	6275309
336.0	Ea	WASHER,RND,5/8" BOLT,11/16"ID,1-5/16"OD,5/32"T,HDG,ASTM F436	6275200
104.0	Ea	WASHER,RND,7/8" BOLT,15/16"ID,1-3/4" OD,5/32"T,HDG,ASTM F436	6271150
INSULATORS			
60.0	Ea	INSULATOR,STATION POST,150kV BIL,14",TR208,STD,3"BC,23kV	5827506
9.0	Ea	INSULATOR,STATION POST,250kV BIL,22",TR214,STD,3"BC,46kV	5827214
LIGHTING			
1.0	Ea	LIGHT,FLOOD,METAL HALIDE,400W,120/208/240/277V,SF,PS	3302000
METERS & RELAYS			
1.0	Ea	CONTACT BLOCK,SWITCH,OIL-TIGHT,NORMALLY CLOSED,GE	1008627
2.0	Ea	CONTACT BLOCK,SWITCH,OIL-TIGHT,NORMALLY OPEN,GE	1008628
1.0	Ea	LAMP,INDICATING,125VDC,GREEN,CAP,COMPLETE TYPE ET-16 KIT	9800002
1.0	Ea	LAMP,INDICATING,125VDC,RED,CAP,COMPLETE TYPE ET-16 KIT	9800001
1.0	Ea	NAMEPLATE,SW,OIL-TIGHT,"OFF"- "ON",GE	2028642
1.0	Ea	RELAY,CURRENT,DPU2000R,DISTR PROT,70-280 VDC,DNP3.0	7880964
1.0	Ea	RELAY,DIFFERENTIAL,TRANSFORMER,TPU 2000R,70-280 VDC,DNP3.0	7880946
1.0	Ea	RELAY,LOCKOUT,LORER,125VDC,RESET & OPR,10NO 10NC	3002135
1.0	Ea	SWITCH,CONTROL,ROTARY,TRIP CLOSE,SERIES 24,PISTOL GRIP	9800032
SERVICE			
8.0	Ea	MISCELLANEOUS 10	0000010
1.0	Ea	MISCELLANEOUS 14	0000014
200.5	Hr	SERVICE,CMAD	9710998
302.0	Hr	SERVICE,CONTRACT,CONCRETE	9711008
12.0	Hr	SERVICE,CONTRACT,FABRICATION	9711004
1.0	Lot	SERVICE,CONTRACT,GEOTECH	9711002
20.0	Hr	SERVICE,CONTRACT,TECHNICIAN	9711009
23.0	Hr	SERVICE,EQUIPMENT,AUGER TRUCK,2 MAN CREW,PER HR	9711170
9.0	Hr	SERVICE,EQUIPMENT,BACKHOE,2 MAN CREW,PER HR	9711159
48.0	Hr	SERVICE,EQUIPMENT,BUS TOOL (DMC SWAGING SYSTEM),PER HR	9711175
7.0	Lot	SERVICE,EQUIPMENT,CMAD CREW,1 MAN,PERDIEM/DAY	9711151
12.0	Lot	SERVICE,EQUIPMENT,CMAD VAN PER UNIT	9711150
2,700.0	Lot	SERVICE,EQUIPMENT,CMAD VEHICLE PER \$/MILE	9711149

QTY	UM	DESCRIPTION	SI
8.0	Hr	SERVICE,EQUIPMENT,CRANE,28 TON	9711105
39.0	Lot	SERVICE,EQUIPMENT,MOB & DEMOB PER UNIT	9711100
1.0	Lot	SERVICE,PANEL SHOP,24" PANEL,LIGHT	9711025
1.0	Lot	SERVICE,PANEL SHOP,24" PANEL,STANDARD	9711026
179.0	Hr	SERVICE,PRINCIPLE ENGINEER	9710991
17.0	Ea	SERVICE,SHIPPING & HANDLING FROM SLC	0000004
32.0	Hr	SERVICE,SR. ADMINISTRATIVE	9710996
66.0	Hr	SERVICE,SR. DESIGNER	9710993
71.0	Hr	SERVICE,SR. DRAFTER	9710995
1.0	Hr	SERVICE,SR. ENGINEER	9710990

STEEL

31,576.6	Ea	GALVANIZING STEEL PER POUND, SINGLE DIP,SST's,WFB's,ANGLES	3299000
298.6	SqFt	GRATE 1"H x 3/16"W x ?L BEARING BAR	3290719
10.7	Ft	HRF 1" x 4"	3272261
1.7	Ft	HRF 1/2" x 2"	3272256
41.1	Ft	HRF 1/2" x 3"	3272257
27.4	Ft	HRF 1/2" x 4"	3281879
91.5	Ft	HRF 1/2" x 6"	3272258
17.0	Ft	HRF 1/2" x 8"	3272259
9.3	Ft	HRF 3/4" x 8"	3272269
30.2	SqFt	HRP 3/4" x 16" x 16"	3272262
12.0	Ft	MSC 12" at 31.00Lbs/Ft	3272254
161.1	Ft	MSC 6" at 16.30Lbs/Ft	3272249
2.0	Ea	PANEL,STEEL,24"W X 90"H,PUNCHED	1001423
3.0	Ea	PANEL,STEEL,WING,15"W X 84-1/2"H,WITH UNISTRUT	3230338
99.8	Ft	PIPE 2" SCHED 40	3272263
67.2	Ft	SA 3 1/2" x 3 1/2" x 1/4"	3271893
94.5	Ft	SA 3" x 2" x 1/4"	3271891
3.8	Ft	SA 4" x 4" x 1/2"	3281669
13.0	Ft	SA 5" x 5" x 1/2"	3281670
2.7	SqFt	SHEETS, CRS 20 Ga. Mesh	3290900
171.9	Ft	SST 6" x 6" x 0.375" at 27.48Lbs/Ft	3271857
185.3	Ft	SST 8" x 8" x 0.375" at 37.69Lbs/Ft	3272253
10.1	Ft	UMP 1/2" x 12"	3272260
3.0	Ft	UNISTRUT 13/16" D x 1-5/8" W	3290901
15.0	Ft	UNISTRUT 1-5/8" D x 1-5/8" W	3290902
57.7	Ft	WFB 12" at 50Lbs/Ft	3272252
301.0	Ft	WFB 6" at 15Lbs/Ft	3271842
69.9	Ft	WFB 8" at 35Lbs/Ft	3272251

STRUCTURES & SUPPORTS

2.0	Ea	OPERATOR GROUNDING PLATFORM (OGP)	3270000
2.0	Ea	015KV DOUBLE BAY RECLOSER STRUCTURE (DBR_)	3270311
2.0	Ea	015KV HIGH BUS SUPPORT STRUCTURE (HBSS)	3270335
1.0	Ea	015KV HIGH GOABS STRUCTURE (HGS_)	3270319
3.0	Ea	015KV UG CABLE TERMINATION STRUCTURE (UCT)	3270390
1.0	Ea	048KV BREAKER,GOABS,SW,ARRESTER STRUCTURE (BGSA)	3270905
3.0	Ea	48KV LOW BUS 45 STRUCTURE (LB4S)	3270933
30.0	Ft	CONDUIT,RIGID,6",HDG,THREADED,WITH COUPLING	5300111
2.0	Ea	DUCT,WIRING,PVC,TYPE G WIDE SLOT,3.25"Wx2.12"Hx6'L	3230160
2.0	Ea	DUCT,WIRING,PVC,TYPE G WIDE SLOT,COVER,3"Wx6'L	3230162

QTY	UM	DESCRIPTION	SI
SWITCHES			
1.0	Ea	BREAKER,POWER CIRCUIT,48KV,1200A,40kA,?kV BIL,125VDC	1004477
4.0	Ea	RECLOSER,ELECTRONIC,15KV,630A,12.5kA,110kV BIL,3 POLE,VACUUM,I	3300081
1.0	Ea	SWITCH,GOABS,27KV,2000A,150kV BIL,VERT BRK	1003936
1.0	Ea	SWITCH,GOABS,46KV,600A,VERT BRK	1009059
12.0	Ea	SWITCH,HOOK OPR,DISCONNECT,27KV,1200A,150kV BIL,TR208	3300060
12.0	Ea	SWITCH,HOOK OPR,DISCONNECT,27KV,1200A,150kV BIL,TR208,TANDE	3300061
6.0	Ea	SWITCH,HOOK OPR,DISCONNECT,48KV,600A,250kV BIL,TR214	3300058
7.0	Ea	SWITCH,KNIFE,10 POLE,10 POT,CLEAR,8"EXT	3300176
7.0	Ea	SWITCH,KNIFE,10 POLE,2 POTENTIAL,8 CURRENT,CLEAR,8"EXT	3300177
TRANSFORMERS			
3.0	Ea	XFMR,INSTRUMENT,VOLTAGE,15KV,60:1,1 BUSH,125kV BIL,700VA	9603325

QTY**UM****DESCRIPTION****SI****TERMS OF PAYMENT**

Terms of payment offered are 20% Net 30 days with the submittal of Approval Drawings, 60% Net 30 days from date of receipt of equipment, 15% Net 30 days from installation and testing of equipment in the field, 5% Net 30 days after submittal of final contract documents (As-built drawings & instruction books).

** Pricing is good for items specifically listed in the above / attached bills of material only!*

**Discrepancies between the drawings/specifications, and this bill of material is the responsibility of the contractor!*

**Sales tax is not included unless specifically noted! Sales tax, unless a certificate of exemption is expressly provided to Codale from the buyer at the time of purchase, shall be added to the bid amount and shall be paid by the buyer.*

**Standard freight included on all items. Freight is fob origin. Freight is pre-paid & allowed unless otherwise noted.*

**Nonstock items are non-returnable and may be non-cancelable once they are released! Stock items in new condition and in the original box may be returned with a restocking fee to be determined by Codale.*

**Liquidated Damages & back-charges will not be accepted by Codale or it's manufacturers under any condition.*

**Manufacturer's Terms and Conditions are passed on to the buyer. For complete terms, please request these from your salesman via email.*

**Codale disclaims any warranty express or implied. The buyer agrees that replacing materials that are determined to be defective is to be resolved between the buyer and the manufacturer.*

**Codale standard terms & conditions also apply. Please refer to your credit application or www.codale.com for details.*

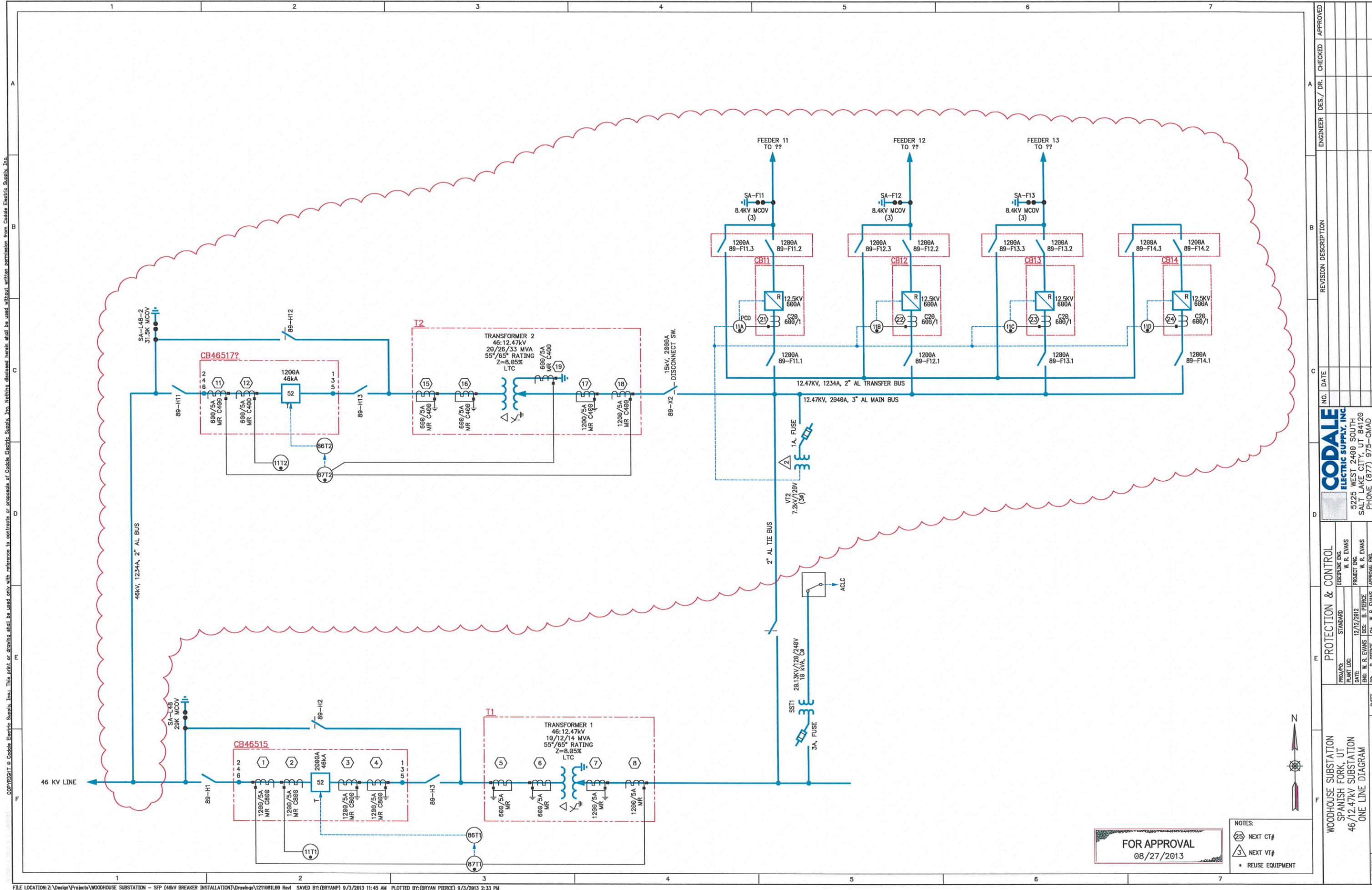
**Quote pricing expires 30-days from date above unless noted otherwise.*

**PVC & wire pricing good for 1-day. Quoted PVC or wire must be released the day of the quote.*

**Prices are based on quantities shown on attached quote, any change in quantities may result in a price change.*

**No materials will be released until this quote is signed and returned to Codale or a Purchase Order with mutually agreeable terms is issued from the buyer.*

**Current shipping schedules note on attached quote are solely those in effect at time of this quotation.*



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NO.	DATE	REVISION DESCRIPTION	ENGINEER	DES./DR.	CHECKED	APPROVED

PROTECTION & CONTROL PROD/PC: STANDARD PLANT LOC: W. R. EVANS DATE: 12/12/2012 DRG: W. R. EVANS DES: B. PIERCE CDR: W. R. EVANS SCALE: AS SHOWN		DISCIPLINE ENG. W. R. EVANS PROJECT ENG. W. R. EVANS APPROVAL ENG. W. R. EVANS	
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WOODHOUSE SUBSTATION SPANISH FORK, UT 46/12.47KV SUBSTATION ONE LINE DIAGRAM	SHEET 1 OF 1
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REVISION 1	1211081L01
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FOR APPROVAL
 08/27/2013

- NOTES:
- ⊕ NEXT CT#
 - ⊕ NEXT VT#
 - * REUSE EQUIPMENT

