



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on October 1, 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: SFCN vs. iProvo & UTOPIA - John Bowcut

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 17, 2013
- b. * Misc. Concrete Sites 4 & 5, Change Order 1

6. PUBLIC HEARING:

- a. Fiscal Year 2014 Budget Revision #1

7. NEW BUSINESS:

- a. * Ordinance Prohibiting Beer in Parks

8. DISCUSSION ITEMS:

- a. * Cell Tower Lease Extension

9. CLOSED SESSION:

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.

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Tentative Minutes
Spanish Fork City Council Meeting
September 17, 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; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Ken Jensen, Lance Wilson, Bruce Fallon, Chad Argyle, Bret S., Paul Christensen, Judd Hunter, Nathan Wright, Holden Hunter, Chance Simons, Richard Mendenhall.

CALL TO ORDER, PLEDGE, RECOGNITION:

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

Councilman Davis led in the pledge of allegiance.

PUBLIC COMMENTS:

Ken Jensen with the Spanish Fork Arts Council invited everyone to their performance of "The Foreigner" that will be September 19, 20, 23, 27, 28, 30 at the Spanish Fork High School.

Lance Wilson, a local business owner, is representing a committee to improve Memorial Square on 200 North Main Street. They would like the City Council's support and help in this project. Mr. Wilson presented a rendition of the remodel and said they will be able to raise some of the funds.

Mayor Andersen said it sounds that the public is in favor of making changes to memorial square. Mayor Andersen asked Mr. Wilson to get an estimate of what it is going to cost, then the City Council will see if it can be worked into the budget or not.

COUNCIL COMMENTS:

Councilman Scoubes announced the Harvest Moon Hurrah is this Saturday, September 21, 2013 at the City Park from 3-9pm. There will be crafts for the kids, vendors, and entertainment.

Councilman Leifson thanked the city employees for their hard work during the bad rain storm. Councilman Leifson said the City Council & staff attended the ULCT Conference last week that provided great classes & training.

Councilman Davis said the Fiesta Days Committee is already starting to organize the 2014 Fiesta Days. The chair members are Kris & Lemont Leavitt and the committee is working on finding the vice chair members. Councilman Davis asked Chris Thompson to give an update on the airport expansion phase two.

Chris Thompson pointed out on the map the improvements and changes.

49 Councilman Davis had citizens complimenting the great work of the city workers.

50

51 Councilman Gordon gave condolences for a classmate from Spanish Fork he knew who was killed
52 on his bicycle in St. George recently. Councilman Gordon asked the citizens with the increased
53 number of cyclists & runners, to please share the road. Councilman Gordon also agreed with
54 Councilman Leifson on the efforts of city staff in the rain storm. Councilman Gordon reminded
55 everyone that the Farmer's Market is still going Saturday's from 8am-1pm.

56

57 **SPANISH FORK 101:** Spanish Fork River Trail Project Open House, Tuesday September 24th at
58 5:30pm, City Office Council Room.

59

60 **CONSENT ITEMS:**

61 Department Directors gave a brief summary of their item(s) below:

62

a. **Minutes of Spanish Fork City Council Meeting – September 3, 2013**

63

b. **Temporary License & Easement Agreements with IHC for Access & Utilities in Chappel Drive**

64

c. **Temporary License & Easement Agreements with Tenedor for Access & Utilities in Chappel Drive**

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66

d. **Escrow Agreement with Tenedor & IHC**

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e. **Sign Easement Agreement with IHC**

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f. **Swenson Purchase Agreement**

69

g. **Task Order to Epic Engineering to Assist in the Preparation of the Storm Water Management Plan**

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h. **Runway Extension Phase II Bid Award**

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74 Councilman Davis made a **Motion** to **approve** the consent items.

75

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

77

78 **PUBLIC HEARING:**

79 **Ordinance #16-13 Abandoning Sewer & Electric Easements in Canyon Creek Commercial Development**

80

81 Junior Baker said at the last council meeting the City vacated Chappel Drive with the utilities.

82

83 The City also needs to abandon sewer and power easements outside the street to be able to
84 construct the project road. Mr. Baker pointed out on the map the new design of the road, where
85 the sewer line will be relocated and the location where the electric line will be relocated.

86

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

88

89 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:51p.m.

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91

92 Mayor Andersen welcomed public comment.

93

94 There was none.

95

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

97

98 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:52p.m.

99

100 Councilman Leifson made a **Motion** to **approve** the Ordinance #16-13 Abandoning Sewer &
Electric Easements in Canyon Creek Commercial Development.

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

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Proposed Wright Annexation, it is proposed that some 18 acres at approximately 3400 North 1500 West be annexed into Spanish Fork City

Dave Anderson said this property is located north west of the airport. The Development Review Committee & Planning Commission recommends approval with the zoning to be Light Industrial I-1.

Councilman Davis made a **Motion** to move into Public Hearing.
Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:55p.m.

Mayor Andersen welcomed public comment.

There was none.

Councilman Scoubes made a **Motion** to move out of Public Hearing.
Councilman Leifson **Seconded** and the motion **Passed** all in favor at 6:56p.m.

Councilman Scoubes asked if there is concern about the connection of utilities to that property.

Dave Anderson said there is nothing in the vicinity of this property and that it would take many years for development to happen in this area.

Councilman Dart made a **Motion** to **approve** the Ordinance#17-13 Wright Annexation, 18 acres at approximately 3400 North 1500 West with the Zoning of Light Industrial I-1.
Councilman Davis **Seconded** and the motion **Passed** all in favor with a roll call vote.

Proposed Stone In-fill Overlay development that would include one three-unit structure

Dave Anderson said this proposal is located at 880 East 600 North and is a ¼ acre corner lot. The only way that this project can move forward is with a zone change to the in-fill overlay. The Development Review Committee & the Planning Commission recommend approval with the following 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.*

Councilman Scoubes made a **Motion** to move into Public Hearing.
Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:08p.m.

Mayor Andersen welcomed public comment

There was none.

147 Councilman Gordon made a **Motion** to move out of Public Hearing.
148 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:09p.m.

149
150 Councilman Dart asked about condition 8, the garage and parking.

151
152 Dave Anderson explained the discussion that planning commission had at their meeting.

153
154 Councilman Davis asked about the citizens that commented at planning commission

155
156 Mr. Anderson said their comments were that there are already enough attached houses in the
157 area.

158
159 Councilman Scoubes asked to clarify the zoning because he thought that R-3 and R-6 you could
160 have attached housing.

161
162 Dave Anderson explained that the City no longer allows attached housing in R-6 and the only way
163 you can in the R-3 zone is with the in-fill overlay.

164
165 Councilman Dart made a **Motion** to **approve** the Proposed Stone In-fill Overlay development that
166 would include one three-unit structure including the following conditions:

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

177 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

178
179 **NEW BUSINESS:**

180 **IHC Development Agreement, to accommodate the future construction of a hospital**

181 Junior Baker said the City Council approved a development agreement with Tenedor at the last
182 meeting and now this one is with IHC. They have plans within 5-10 years to construct a hospital.

183 Mr. Baker went through some issues that this agreement addresses: road dedications &
184 easements, wetlands, water rights, lift station, and finances.

185 Mr. Baker explained the Escrow Agreement between the City & Tenedor & IHC. The City will hold
186 a cash bond, greater than typically required with an earlier call date.

187
188 Councilman Gordon made a **Motion** to **approve** the IHC Development Agreement, to
189 accommodate the future construction of a hospital and allow minor adjustments.

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

191
192 **Proposed GSBS Contract for Consulting Services, Impact Fee Facilities Plan & Impact Fee**
193 **Analysis**

194 Dave Anderson said this contract is prepare the Impact Fee Facilities Plan and Impact Fee
195 Analysis to allow the City Council to adopt updated impact fees. In the past the City has used

196 TischlerBise and now staff recommends to work with GSBS and the approval of the contract.
197
198 Councilman Scoubes made a **Motion** to **approve** the Proposed GSBS Contract for Consulting
199 Services, Impact Fee Facilities Plan & Impact Fee Analysis.
200 Councilman Dart **Seconded** and the motion **Passed** all in favor.

201
202 **Engineering & Substation Bid for the Expansion of Woodhouse Station**

203 Chris Thompson said the city was able to purchase a transformer that will be coming in
204 November for the Woodhouse Station located at 1100 East behind Kmart. This bid is for the
205 engineering & construction of the location. Staff recommends the bid be awarded Codale Electric
206 for the engineering & the substation expansion in the amount of \$512,256 & #37,135.

207
208 Councilman Leifson made a **Motion** to **award** the bid to Codale Electric for the Engineering &
209 Substation for the Expansion of Woodhouse Station in the Amount of \$512,256 & \$37,135.
210 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

211
212 Dave Oyler presented pictures of Mr. Creer's property by the river and expressed his concerns
213 about keeping it cleaned out.

214
215 **ADJOURN:**

216 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Personnel.
217 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 7:49p.m.

218
219 ADOPTED:

220
221 _____
Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 27, 2013
Re: Misc. Concrete Sites 4 & 5, Change Order 1

Staff Report

RECOMMENDED ACTION

Ratification of the Misc. Concrete Sites 4 & 5, Change Order 1 for the amount of \$25,810.00.

BACKGROUND

This change order will replace the previously approved change order at 200 East and 100 North. There are multiple corrugated metal culverts through this intersection and the intersection to the north that need to be replaced before new pedestrian ramps and road surface can be completed. This change order is replace all these culverts so the new road will not need to be dug up in the near future.

DISCUSSION

These culverts have been installed throughout town for when the city delivered surface irrigation water to the blocks area. They now provide drainage for storm events without the need to construct costly storm drain lines and cross gutters. It is our recommendation that we preserve these systems until we actually install storm drain in the blocks area. We will likely not need storm drain pipe ever in the much of the blocks area if these culverts are well maintained and replaced when needed.

ALTERNATIVES

Not replace the culverts and hope the existing ones last. The boxes on each corner would continue to be a nuisance to drivers.

Attached: change order



Spanish Fork City

Contract Change Order

Change Order Number: 1

Contract for	Misc Concrete Sites 4 & 5	Date	9/27/2013
Owner	Spanish Fork City		
To	RB Construction		

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Installation of 7 Curb inlet boxes and 213 feet of 12" pipe as per plans		\$21,240.00
Loop the existing 8" PI Line that conflicts with proposed storm drain		\$3,770.00
Loop the existing Gas line that conflicts with proposed storm drain		\$800.00
TOTALS :	\$-	\$25,810.00
NET CHANGE IN CONTRACT PRICE :		\$25,810.00

JUSTIFICATION

The Engineering Division recommends that we replace the storm drain in these two intersections at during the reconstruction of the ADA Ramps. We also plan to overlay the street next year so we would like to have the strom drain replaced before we overlay the street.

The amount of the contract will be increased by the sum of : Twenty Five Thousand Eight Hundred Ten and 00/100 Dollars
Dollars \$25,810.00

The contract total including this and previous change orders will be : Sixty One Thousand Five Hundred Two and 50/100 Dollars
Dollars \$61,502.50

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

Recommended: _____
Engineering Division Manager

Date: _____

Approved: _____
Public Works Director

Date: _____

Approved: _____
Mayor

Date: _____

Accepted: _____
Contractor

Date: _____



Spanish Fork City

Misc concrete 2013

Change order #1

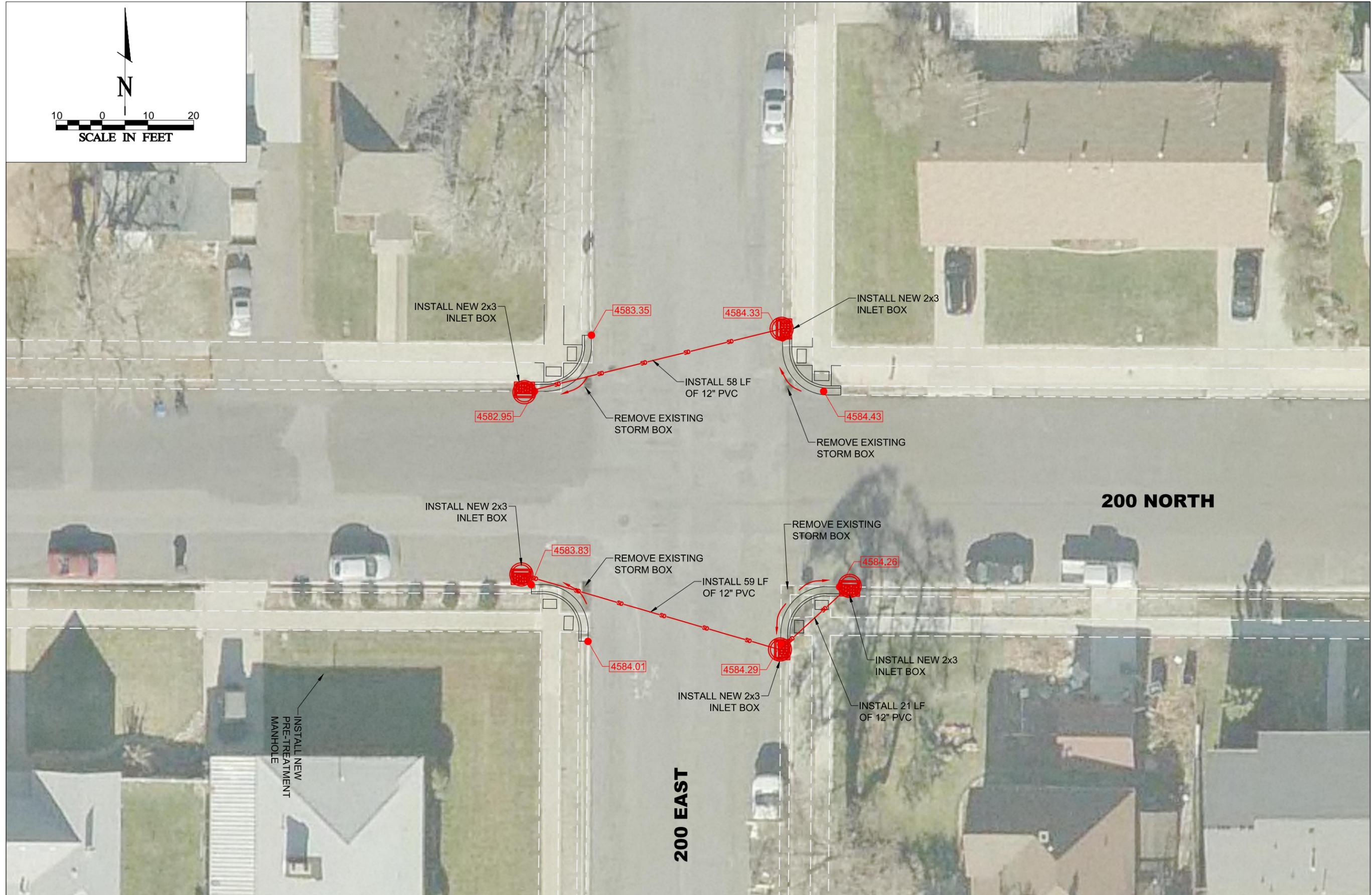
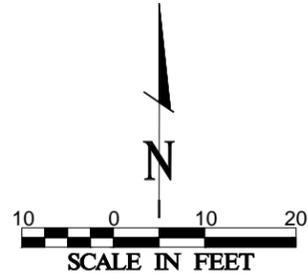
Remove existing boxes

Install 7 new curb boxes (supplied by city), 213' of 12" pvc pipe (supplied by city)
extra curb and gutter to tie in new boxes, all saw cutting and haul off

Total price: \$21,240.00

8" PI loop \$3770.00

Gas loop helping questar \$800.00



SPANISH FORK CITY
ENGINEERING & SURVEYING
40 SOUTH MAIN STREET
SPANISH FORK, UTAH 84660
(801) 804-4550

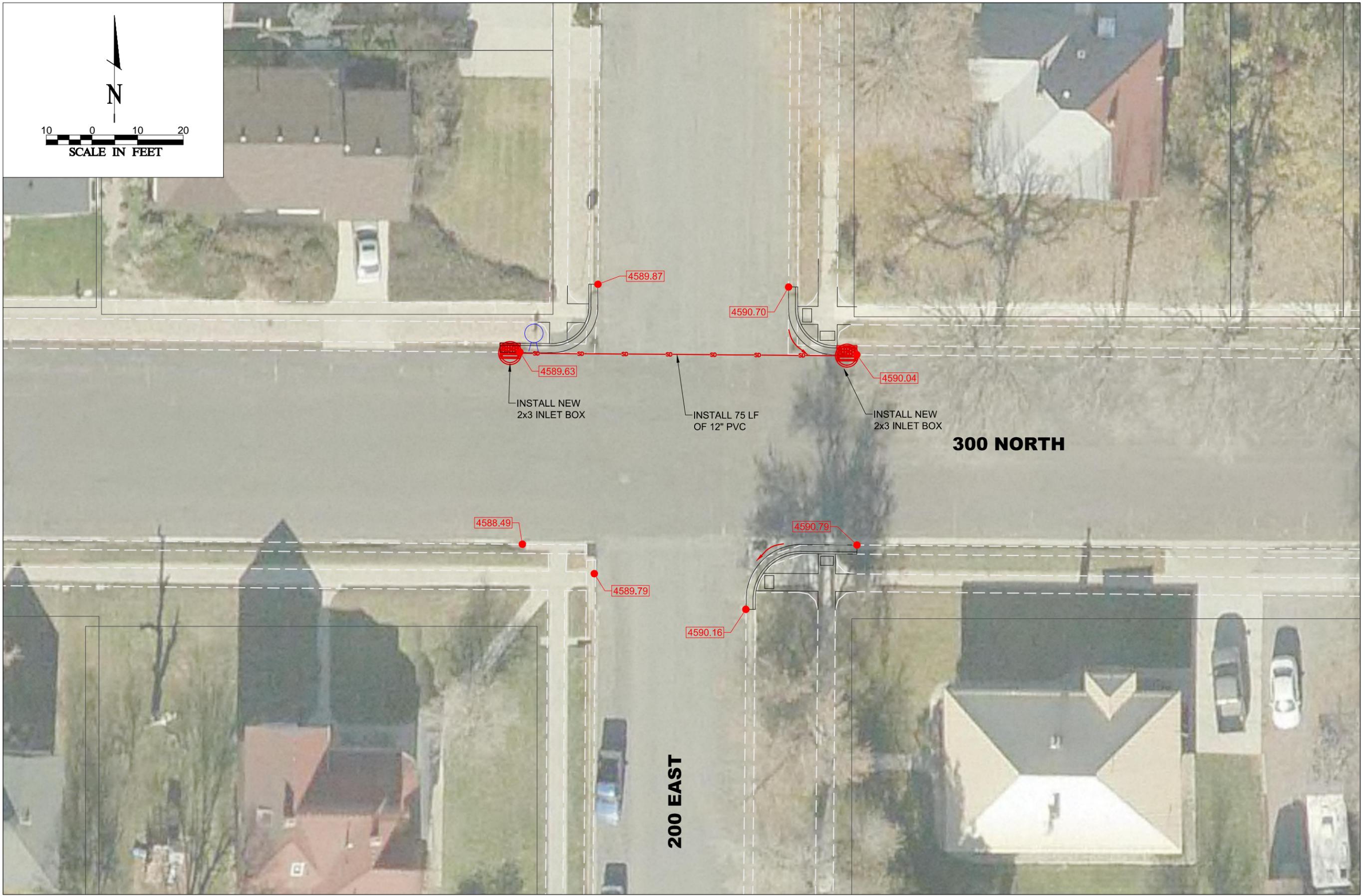
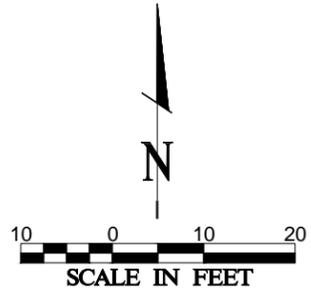


SITE 4
200 EAST, 200 NORTH
MISC. CONCRETE

DRAWN:	TRA	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	CMT			
DATE:		9/23/2013		

SCALE: 1"=20'

DRAWING #: 1



SPANISH FORK CITY
 ENGINEERING & SURVEYING
 40 SOUTH MAIN STREET
 SPANISH FORK, UTAH 84660
 (801) 804-4550



SITE 5
 200 EAST 300 NORTH
 MISC. CONCRETE

DRAWN:	TRA	REVISION	BY	DATE
DESIGN:	LCS			
CHECK:	CMT			
DATE:	9/23/2013			

SCALE: 1"=20'
 DRAWING #: 1

ORDINANCE NO. _____

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: _____
City Council member

I SECOND the foregoing motion: _____
City Council member

ORDINANCE _____

AN ORDINANCE AMENDING THE SPANISH FORK MUNICIPAL CODE TO PROHIBIT THE POSSESSION OR CONSUMPTION OF BEER IN PARKS

WHEREAS, Spanish Fork City has adopted the state law which, heretofore, prohibited the possession or consumption of alcoholic beverages in parks; and

WHEREAS, the State has recently amended the state code to prohibit the possession or consumption of liquor in parks; and

WHEREAS, the State definition of liquor specifically excludes beer as a liquor; and

WHEREAS, the parks in Spanish Fork are designed for families, children, and young adults; and

WHEREAS, beer consumption is inconsistent with the City purpose of providing recreation opportunities in parks for families, children, and young adults; and

WHEREAS, the Spanish Fork City Council finds that keeping beer out of city parks is a benefit to the residents of the community and provides a wholesome location for families, children, and young adults to recreate;

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

I.

Spanish Fork Municipal Code §9.04.030 is hereby amended as follows:

9.04.030 Alcohol Regulations

- A. The criminal provisions of Title 32B of Utah Code Annotated, as it may be amended from time to time, are hereby adopted by reference and are made a part of the ordinances of Spanish Fork City as fully as if set out in the body of the Municipal Code and shall take effect and be controlling within the limits of the City.
- B. For purposes of unlawful consumption of liquor as set forth in U.C.A. ' 32B-4-421, the following definitions shall apply:
 - 1. A public building shall have that meaning set forth in U.C.A. ' 32B-1-102(82);
 - 2. Park shall mean publicly owned property dedicated to relaxation and/or recreational activities, including any parking lots or parking areas associated with such park. Park shall include areas designated as a park by the City, public fairgrounds, ball fields or other recreational fields, publicly owned gun clubs or related facilities, publicly owned Agreen spaces,@ and public trails, including jogging paths, bicycle, and horse trails. Parks shall also include any buildings, pavilions, or other structures located in such areas. Parks shall not include golf courses or designated over-night camping areas;
 - 3. Stadium means a structure with tiers of seats for spectators.

II.

Spanish Fork Municipal Code Title 9, Chapter 48 entitled "Beer Regulations" is hereby enacted as follows:

Chapter 9.48 Beer Regulations

9.48.010 Restrictions on the Sale, Possession, and Consumption of Beer

- A. It is unlawful for any person to sell beer, light beer, malt liquor, malted beverage, or other alcoholic beverages through a drive up window.
- B. It is unlawful for any person to possess or consume beer in any public building, public park or public stadium. Public building, park and stadium shall have the meanings defined in §9.04.030.
- C. It is a Class B Misdemeanor to violate any provision of this Chapter.

III.

This ordinance shall be effective twenty days after passage and publication.

Dated this 1st day of October, 2013

G. WAYNE ANDERSEN, Mayor

Attest:

KENT R. CLARK, City Recorder

LEASE AMENDMENT

This **LEASE AMENDMENT** ("**Amendment**") is made effective as of the latter signature date hereof ("**Effective Date**") by and between Spanish Fork City, a municipal Corporation of the State of Utah ("**Landlord**") and American Towers LLC ("**Tenant**").

RECITALS

WHEREAS, Landlord, or its predecessor in interest, and Tenant, or its predecessor in interest, entered into that certain ground lease (as amended, the "**Lease**"), whereby Tenant leases a portion of the real property owned by Landlord (the "**Parent Parcel**") such portion being defined and/or described in the Lease and including access and utilities easements and if applicable, guy wire/guy anchor easements (collectively the "**Leased Premises**").

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. One-time Payment:** Tenant shall pay to Landlord a one-time payment in the amount of \$1,000.00, payable within ten (10) business days of the last to occur of the following; a) Tenant's receipt of this Amendment, Memorandum of Lease (a copy of which is attached hereto) by Landlord and any applicable forms needed to record the Memorandum of Lease (such forms to be supplied by Tenant) executed by Landlord by October 1st, 2013, (b) Tenant's confirmation that Landlord is the sole owner of the Parent Parcel, that the entire Leased Premises is located on the Parent Parcel and that Landlord has the sole authority to execute this Amendment; and (c) Tenant's receipt of any other documents required by Tenant to confirm ownership and/or sole authority of Landlord to execute this Amendment and to facilitate the payment under this paragraph.
- 2. Lease Term Extended:** Tenant shall have the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and collectively the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and collectively the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary in the Lease, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease no less than sixty (60) days prior to the expiration of the then current term. Landlord's termination rights in the Lease are hereby deleted and no longer in effect except that Landlord shall have the right to terminate the Lease in the event of an uncured material default of the Lease by Tenant if such cure is not accomplished within (60) days of notice thereof unless Tenant has diligently commenced cure during such 60 day period and requires additional reasonable time thereafter to complete the cure. The rent and all scheduled increases thereto shall continue and remain in effect through each New Renewal Term.
- 3. Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions therein, including all amendments thereto, remain in full force and effect and are ratified and affirmed. The parties agree that no defaults exist under the Lease. To the extent Tenant needed consent from Landlord for any of Tenant's activities at the Parent Parcel prior to this Amendment, Landlord's execution of this Amendment shall be considered consent for all such activities. Tenant shall not need consent from Landlord for any future activities at the Leased Premises, which shall include without limitation; subleasing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, or assigning Tenant's interest in this Lease. Landlord agrees to sign building permit applications and other forms required for Tenant's use of the Leased Premises. This Amendment may be executed in multiple counterparts and an electronically reproduced fully executed copy of this Amendment shall be considered an original. Tenant shall have the right to replace the descriptions of the Leased Premises with descriptions obtained from an as-built survey conducted by Tenant.
- 4. Right of First Refusal.** If Landlord receives an offer or desires to offer to; (i) sell or convey any interest (including but not limited to leaseholds or easements) in any real property of which the Leased Premises is a part or (ii) assign Landlord's interest in the Lease or any portion thereof Tenant shall have the right of first refusal to purchase the real property or interest being offered by Landlord on the same terms and conditions.

5. **Landlord Statements.** Landlord hereby represents and acknowledges that: (i) Landlord (and/or the persons signing this Amendment on behalf of Landlord) has the authority to enter into this Amendment; (ii) Landlord is the sole owner of the Parent Parcel; (iii) there are no other agreements, liens or encumbrances on the Parent Parcel that may conflict with or prohibit Landlord from entering into this Amendment; and (iv) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The statements of Landlord made in this section shall survive the execution of this Amendment and Landlord hereby agrees to indemnify Tenant for any damages, costs or charges of any kind incurred by Tenant as a result of the breach of the representations made herein or if any of the representations made herein prove to be untrue.

6. **Confidentiality.** Landlord agrees that all terms of this Amendment and any information furnished to Landlord by Tenant in connection with this Amendment shall be and remain confidential. Except for Landlord's attorney, accountant or broker, if any, or if otherwise required by law, or in connection with the fee simple sale of the Parent Parcel, Landlord shall not disclose any such terms or information without the prior written consent of Tenant.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein. To Landlord at: Spanish Fork City, 40 S. Main St., Spanish Fork, UT 84660, to Tenant at: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA. 01801 with copy to 116 Huntington Avenue, Boston MA 02116.

*SIGN &
DATE*

LANDLORD
Spanish Fork City, a Municipal Corporation of
the State of Utah

TENANT
American Towers LLC

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

*SIGN &
DATE*

LANDLORD 2
Spanish Fork City, a Municipal Corporation of
the State of Utah

Signature: _____
Print Name: _____
Title: _____
Date: _____