



## CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on November 19, 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: Business License Renewal-Dave Anderson

#### 5. CONSENT ITEMS:

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

- a. \* Minutes of Spanish Fork City Council Meeting – November 5, 2013
- b. \* Hansen & Hanson Real Estate Purchase Agreement for the 2013 Runway Expansion Phase II
- c. \* Maple Mountain High School Resource Officer Interlocal Cooperation Agreement

#### 6. PUBLIC HEARING:

- a. \* Ordinance #Z09-13 Changing the Zoning Designation & Amending the Official Zoning Map of Spanish Fork City for Ludlow Farms. The proposal also involves approving a Preliminary Plat for a parcel located at 475 West 100 South to allow for the development of ten twin home units.

#### 7. NEW BUSINESS:

- a. 2013 Canvass of General Municipal Election
- b. \* Reagan Billboard Settlement Agreement
- c. \* Ordinance #Z08-13 Changing the Zoning Designation & Amending the Official Zoning Map of Spanish Fork City for Cerna

#### 8. 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*

- a. Land Acquisition
- b. Litigation

### ADJOURN:

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

Notice is hereby given that:

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

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

**Tentative Minutes  
Spanish Fork City Council Meeting  
November 5, 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; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: Daria Healey, Rachellene Talbot, Gabe Oldham, Gavon Oldham, Parker Smith, Andres Cerna, Cara Cerna, Ashley Mitchell, Joseph Mitchell, Nancy Wilson, Weston Murch, Ralph Jex, Jeannie Jex, Carrie Bringham, Melissa Oldham, Bryn Clark, Kendell Clark, Brooke Clark, Theresa Johnson, Jasmine Johnson, Chantelle Harris, Jennifer Parcell, Jennifer Brower, Allie Parcell, Ashley Parcell, Aubrie Brower, Makayla Wilson, Katie Manwill, Sheila Manwill, Kooper Barton, Randi Barton, unknown, Josh Anderson, Diana Anderson, Jens Nielson, Carl Johnston, Mike Mendenhall, Brad Tanner, Cary Hanks, Sarah Stern, Lena Stern, Courtney Frost, Heather Russell, Jana Russell, Keri Meservey, Tina Magley, Rachel Meservey, Briggs Anderson, Caleb Money, Ben Crockett, Davy Crockett, Nick Dart, Sarah Rasmussen, Debbie Brandon, Kris Robison, Brittan Robison, Chelsi Crockett, Ryan Crockett, Jaxsyn Crockett, Ashlynn Crockett, Corinne Ivie, Summer Ivie, Aubrey Yoachum, Paul Yoachum, Ally Yoachum, Lacie Gardner, Sissy Hansen, Natalie Knotts, Amy Shumway, Segi Worthen, Naomi Phillips, Krystal Nielsen, Kinsley Nielsen, Brooke Burnham, Jamie Burnham, Taylor Baum, Mylie Baum, Jamie Baum, Valerie Fisher, Heather Van Ausdal, Cynthia Keeno, Michell Hew-Len, Reny Hew-Len, David Orton, Jessica Orton, Erik Andersson, Kennedy Andersson, Braxton, Smithson, Andrew Knophus, Julia Knaphus, Emily Ruth Averett, Alyssa Hall, Daniel Hall, Rick Brandon, Israel Anderson.

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

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

Chief Adams led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Cary Hanks Director Spanish Fork Area Chamber of Commerce encouraged citizens to get out and vote tonight. Ms. Hanks thanked all those that came to the Main Street Trick or Treat and also thanked the police department for helping the children cross the streets. Ms. Hanks announced the winners of the scarecrow contest: Dirty Jo Punster's, South Utah Valley Animal Shelter, and Maple Mountain High School FFA. Ms. Hanks thanked all those that participated.

**COUNCIL COMMENTS:**

Councilman Gordon thanked Cary Hanks and the Chamber of Commerce for a successful year at the Farmers Market.

Councilman Leifson reminded the citizens to get out and vote. Councilman Leifson also thanked the Chamber of Commerce for Main Street Trick or Treat.

49 Councilman Dart read a letter from an Olive Annie J. Bowman donating \$2,000 to the library to  
50 purchase educational books for children's department. Councilman Dart presented the check to  
51 Pam Jackson the Library Director. Councilman Dart also reminded the citizens that November is  
52 foods for fines month at the Library.

53  
54 Pam Jackson, Library Director expressed her thanks for the donation.

55  
56 Councilman Scoubes recognized that a Spanish Fork teacher was honored for her debate class.  
57 Councilman Scoubes said the Post 68 Legion visits elementary schools each year for Veterans  
58 Day and thanked them for that service.

59  
60 Mayor Andersen announced that on November 12<sup>th</sup> the Capital Christmas tree that will be  
61 displayed at the Capital in Washington DC will be traveling through Spanish Fork and will make a  
62 stop at City Park with a small program at 7:00pm.

63  
64 **SPANISH FORK 101: Storm Drain Presentation –Chris Thompson**

65  
66 **CONSENT ITEMS:**

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

- 68 a. **Minutes of Spanish Fork City Council Meeting – October 15, 2013**
- 69 b. **Tractor Trade Agreement with M&R Equipment**
- 70 c. **River Bottoms 300 East Property Strawberry Water Dedication Agreement**
- 71 d. **Miscellaneous Concrete Site 1, 300 West Project Change Order 1**
- 72 e. **Woodhouse Substation Expansion 2013 Project Change Order 1**
- 73 f. **Master Agreement for Professional Services with Project Engineering Consultants,**  
74 **Ltd(PEC)**
- 75 g. **Spanish Fork River Trail MAG Grant, Contract Modification 1 for Engineering &**  
76 **Environmental Work**
- 77 h. **UDOT Enhancement Agreement for Improvements at US 6 Chappel Drive**

78  
79 Councilman Leifson made a **Motion** to **approve** the consent items.  
80 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

81  
82 **NEW BUSINESS:**

83 **Alan Bird Easement Agreement for Butler Springs Pond**

84 This item was removed from the agenda.

85  
86 **UTA License Agreement for the Industrial Substation to Leland Distribution Line**

87 Chris Thompson said this agreement is for the west distribution line to be able to go under the  
88 UTA Railroad track. It will help create redundancy in the electric system. Staff recommends  
89 approval at the cost of \$1,140.44.

90  
91 Councilman Dart made a **Motion** to **approve** the UTA License Agreement for the Industrial  
92 Substation to Leland Distribution Line.

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

94  
95 **Proposed Amendment to the City's Home Occupation Requirements Re: Dance Studios**

96 Dave Anderson expressed that staff has struggled to find a solution for this applicant. Over the  
97 course of a couple months we have discussed ways the City might make changes to assist in the

98 applicant's position. Staff has not been able to come to a comfortable solution and staff  
99 recommends the City Council not allow this property to be used as a dance studio.

100  
101 Mr. Anderson explained that the proposal would need to increase the number of patrons at a  
102 home occupation from 2 patrons up to 20 patrons at one time, and also to allow employees who  
103 are not members of the household.

104  
105 Mr. Anderson said that many of Home Occupations that currently exist in the City can be  
106 conducted without being noticed. Given the amount of activity that the applicant is proposing it  
107 would seem that the Home Occupation would become the main use of the property.

108  
109 Mr. Anderson said the applicant submitted a permit for an accessory building, describing it as a  
110 detached garage. The building was inspected as that and is up to code for that use. If the  
111 building is going to be used for a dance studio, it is not up to code. Staff has informed the  
112 applicant of the other requirements that would need to be done for the building to be used as a  
113 dance studio.

114  
115 Mr. Anderson reviewed the options if the City Council were to allow a dance studio at the  
116 location.

- 117  
118 1. *Approve the proposal as presented.*  
119 2. *Approve a modified version of the applicant's proposal.*  
120 3. *Deny the applicant's proposal.*  
121 4. *Permit the Dance Studio by making Dance Studios an allowed use in the R-1-8 zone.*  
122 5. *Permit the Dance Studio by changing the zoning of the subject property to C-2 or C-1.*  
123 6. *Develop an agreement to allow and amortize Dance Studio so as to allow the applicant an*  
124 *opportunity to recoup some of their investment before terminating its use.*

125  
126 *With several of these options UDOT and Building Code issues still need to be addressed.*  
127

128 Jens Nielsen, attorney for the applicant, explained that he is helping the Anderson's with this  
129 issue. They have met with staff and would like to propose changing the definition to allow dance  
130 studios. Mr. Nielsen explained that the property is unique & quite large. It also has Canyon Road  
131 on one side and Sterling Drive on the other, with a total of 3 driveways.

132  
133 Diana Anderson explained that her business, Devotion Dance Company started in 2011. Ms.  
134 Anderson said it was their dream to have a dance studio at home. Ms. Anderson pointed out on  
135 the map the location and layout of her residential property. Ms. Anderson's property fronts  
136 Sterling Drive and the back of the lot, where the accessory building was constructed, is adjacent  
137 to Canyon Road. On September 3, 2013 the City sent a letter to us addressing the requirements  
138 for Home Occupations and that the business would not meet the requirements. The dance  
139 classes would be taught starting approximately one hour after school is dismissed and go to  
140 about 9:00pm. Ms. Anderson spoke of the ways that their dance company gives back to the  
141 community. Ms. Anderson researched other cities and what they allow for their communities  
142 regarding dance studios.

143  
144 Councilman Dart expressed that there are some neighbors that are not in favor of this dance  
145 studio.

146  
147 Councilman Davis asked what was put on the permit when the applicant applied.

148  
149 Dave Anderson said the applicant applied for the residential accessory building and it said  
150 detached garage. Based on occupancy for a dance studio, it goes from a residential to assembly

151 occupancy. As the building was applied for it meets the requirements, if it is going to be used as  
152 a dance studio there are more requirements under the building code. Mr. Anderson has spoken  
153 with UDOT because they will need an access permit from UDOT for Canyon Road.  
154  
155 Councilman Davis asked when the City found out that the building was going to be a dance  
156 studio.  
157  
158 Dave Anderson said when the City electrician was inspecting the building and asked what the  
159 building was being used for; he was told that it would be a dance studio. That is when the city's  
160 letter was sent to the applicant.  
161  
162 Councilman Leifson said the problem is that it was not addressed on the building permit that it  
163 was going to be a dance studio. And when we approve a unique situation like this then it creates  
164 precedence for others.  
165  
166 Councilman Davis asked Ms. Anderson why she did not address it as a dance studio at the first.  
167  
168 Ms. Anderson said she knows that there are other dance studios that run their businesses out of  
169 their homes and just didn't know what she was getting into. Ms. Anderson thought that with  
170 their unique property and being located on Canyon Road, that it would be fine.  
171  
172 Councilman Davis suggested having a public hearing to hear what the public wants and that  
173 might also help find some solutions.  
174  
175 Councilman Dart asked if they would be using the Sterling Drive driveway.  
176  
177 Ms. Anderson said they would not like to, that they would use the two driveways on Canyon  
178 Road.  
179  
180 Mayor Andersen said Ms. Anderson first needs to contact UDOT to see if they can even get a  
181 permit to use Canyon Road as an access. Also, with wanting 20 patrons it doesn't seem to have  
182 enough room for parking.  
183  
184 Mayor Andersen expressed to Ms. Anderson that this whole issue could have been avoided if it  
185 would have been presented at the very first what the use of the building would be. Mayor  
186 Andersen said that it is not fair to move forward without doing your homework. It's just too bad  
187 that it has gotten this far and we are not sure what the outcome will be.  
188  
189 Councilman Gordon asked what happens if UDOT denies Ms. Anderson.  
190  
191 Mayor Andersen said if they deny the access permit then the City's hands might be tied.  
192  
193 Jens Nielsen clarified that the Council is asking Ms. Anderson to contact UDOT for an access  
194 permit and then have a public hearing for a zone change. Mr. Nielsen asked again for clarification  
195 for what was proposed tonight.  
196  
197 Councilman Scoubes addressed that the proposal on the agenda is to approve or deny a text  
198 amendment and to allow dance studios. Councilman Scoubes expressed his concern about the  
199 traffic that it would bring.  
200  
201 Dave Anderson stressed that the UDOT permit needs to be addressed first to see if things can  
202 move forward.

203  
204  
205  
206  
207  
208  
209  
210  
211  
212

**ADJOURN:**

Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Purchase & Litigation.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:54p.m.

ADOPTED:

---

Angie Warner, Deputy Recorder



## SPANISH FORK-SPRINGVILLE AIRPORT

*Cris Child/Manager*  
2050 N 300 W  
Spanish Fork, Utah 84660  
(801) 420-8888

November 8, 2013

### Staff Report

**To:** Honorable Mayors and City Councils

**From:** Cris Child Airport Manager on behalf of the Spanish Fork/Springville Airport Board

**Subject:** Land Acquisition for Runway Shift and Extension. (Rick Hansen home and Land) along with the (Hanson Family Land)

**Recommended Motion:** Approval

#### **Background/Discussion:**

The purchase of these 2 parcels is integral to the completion of the Runway Shift and Extension. Negotiations have been underway with Rick Hansen for several years. We have now reached a point where details have been worked out with the Owners and these two purchases can move forward to closing.

The Airport Board has unanimously approved a recommendation to the Mayors and City Councils that they execute the Purchase Agreements and complete the purchase of these parcels

**Alternatives:** Revise the schedule for construction of the project..

**Fiscal Impact:** All Parcels are being purchased in accordance with FAA requirements. Satisfactory Appraisals and Review Appraisals have been completed validating Market Value for these purchases. Funding for roughly 95% of the cost of these acquisitions is included in the Federal and State Grants related to this project. The other 5% is being held in the Airport Capital Improvement Account. Grant Funding is available to close these transactions promptly.

Respectfully submitted by:

Cris Child  
Airport Manager



# Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting:
	Recommend to the City Councils that they proceed with the purchase agreements and closings on the Hansen home and the Hanson North land acquisition.	

Motion by: <u>Dean</u>	Second by: <u>Brian</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL: <u>None</u>			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian York</u>	<u>Yes</u>		
<u>Matthew Taylor</u>	<u>✓</u>		
<u>Sean Olsen</u>	<u>Yes</u>		
<u>Jan Carlson</u>	<u>Yes</u>		
<u>Greg Ford</u>	<u>/</u>		
<u>RICHARD DAVIS</u>	<u>/</u>		

Matthew Taylor  
Chair

11/07/2013  
Date

## PURCHASE CONTRACT ADDENDUM

Date: November \_\_\_\_\_, 2013

**Lender:** Freddie Mac 1st Loan No.:**0030625651**

**Lender:** Chase Bank 2nd Loan No.:**00416020109011**

**Seller:** Ricky Hansen

**Buyer:** The City of Spanish Fork

**Seller** Connie Hansen

**Buyer:** The City of Springville

**Source of funds:** (FAA)

This Addendum to the Purchase Contract is entered into and is effective as of November \_\_\_\_\_, 2013 by and between Seller(s) and Buyer(s) (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract dated November \_\_\_\_\_, 2013 by and between Seller(s) and Buyer(s) (the "Purchase Contract"). Attached are the Settlement Agreements of Freddie Mac (CENLAR) (holder of the first Mortgage), Chase Bank (holder of the second or line of credit against the property) , and the attorney's lien.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers and Buyers hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "as-is" condition.

2. The parties acknowledge that this is a government sale inasmuch as Freddie Mac and Chase Bank have agreed to take less than the total amount of the balance owing on their loans against the property in exchange for a cash out settlement. *See* copy of that settlement as attached.

3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's-Length" Transaction. "Arm's-length" means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, is a business associate or shares a business interest with the mortgagor (Sellers).

4. The Parties acknowledge and agree that neither the Buyers nor the Sellers nor who are without Real Estate Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Government Sale transaction. The seller will not retain a direct or indirect ownership or possessory interest in the property and/or has a formal or informal option to obtain such an interest in the future as this is a sale to the government in lieu of a taking for the purpose of expansion of the Spanish Fork/Springville Municipal Airport.

5. Seller agrees to vacate the subject property within 365 days after closing subject to terms as shown on the Purchase Contract.

6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction and only settlement payments to Freddie Mac in the amount of \$134,870, to Chase Bank for \$57,130 and to the attorney's lien of \$128,000 shall be disbursed from the proceeds.

7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment/Assignee and/or Option to purchase.

8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing.

9. The Parties acknowledge and agree that, upon the Banks request, the Parties shall provide all material documents involved in the payoff transaction, including but not limited to the Buyer(s') and Seller(s') HUD-1 Settlement Statements.

10. The Parties acknowledge and agree that this Government Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.

11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce Banks, an Investor or a Mortgage Insurer to agree to the terms of a less than amount owed payoff that would not have been approved had all facts been known, constitutes Sales Fraud and may subject the responsible Party to civil and/or criminal liability.

12. The Parties acknowledge and agree that this Addendum, together with the Sales Contract, and attached Settlement Statements with the two lenders and lien holder, shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts or other matters, whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Government Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alterations, modifications or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor and/or mortgage holder hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below:

Seller: Ricky Hansen Dated 11-4-13  
Sign name: Ricky Hansen

Seller: Connie Hansen Dated 11-4-2013  
Sign name: Connie Hansen

Buyer: \_\_\_\_\_ Dated \_\_\_\_\_  
Sign for City of Spanish Fork

Buyer: \_\_\_\_\_ Dated \_\_\_\_\_  
Sign for City of Springville

**SETTLEMENT AND RELEASE  
FOR FREDDIE MAC  
PURCHASE CONTRACT ADDENDUM**

Date: November 4, 2013

Lender: Freddie Mac (CENLAR) 1st Loan No.: **0030625651**

Property Address: 4661 South 800 West, Spanish Fork, UT 84660

Seller: Ricky Hansen

Buyer: The City of Spanish Fork

Seller: Connie Hansen

Buyer: The City of Springville

Source of funds: (FAA)

In consideration of the sum of \$134,870 (one hundred thirty four thousand eight hundred and seventy dollars) pursuant to the conditions of the Contract for Sale and the Purchase Contract Addendum thereto, given that the subject property located at 4661 South 800 West, Spanish Fork, UT 84660 was about to be partially condemned in the public interest for the expansion of the Spanish Fork/Springville Airport runway, which partial taking would have left the balance of the property subject to the noise and pollution attributable to such an expansion creating a "turnabout" for aircraft which would have affected the balance of the property, pursuant to policies and procedures of the Federal Aeronautics Administration (FAA) protocol involving property that is subject to waste due to partial acquisition, the FAA agreed to grant the buying cities the funds to purchase the entire property. Appraisals were completed that established a fair market value before the expansion of \$320,000. This became the agreed upon price and a Real estate Purchase Contract was prepared by the City of Spanish Fork acting on behalf of the Airport. The actual indebtedness of the property exceeded the fair market value so a sale for less than actual debt owed was necessary.

Freddie Mac, operating through its contracted representative CENLAR, accepts as payment in full for the obligation owed against the subject property the sum of \$134,870 and upon receipt thereof releases the property from all further financial obligations or liens. No further claims will be made against the property, and the sellers Ricky and Connie Hansen are henceforth released from the debt. Freddie Mac by this settlement agreement releases the property and conveys it to the Sellers for the sole purpose of completing the sale to the Buyers and receiving the agreed payment.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Settlement and Release Addendum as evidenced by the signatures appearing below:

Borrower: Ricky Hansen Dated 11-4-13  
Sign name: Ricky Hansen

Borrower: Connie Hansen Dated 11-4-2013  
Sign name: Connie Hansen

Lender: Mankey L Dated 10/31/13  
Sign for Freddie Mac (CENLAR)

**SETTLEMENT AND RELEASE  
FOR CHASE BANK  
PURCHASE CONTRACT ADDENDUM**

Date: November \_\_\_\_\_, 2013

**Lender:** Lender: Chase Bank 2nd Loan No.:00416020109011

**Property Address:** 4661 South 800 West, Spanish Fork, UT 84660

**Seller:** Ricky Hansen

**Buyer:** The City of Spanish Fork

**Seller** Connie Hansen

**Buyer:** The City of Springville

**Source of funds:** (FAA)

In consideration of the sum of \$ 57,130 (fifty seven thousand one hundred and thirty dollars) pursuant to the conditions of the Contract for Sale and the Purchase Contract Addendum thereto, given that the subject property located at 4661 South 800 West, Spanish Fork, UT 84660 was about to be partially condemned in the public interest for the expansion of the Spanish Fork/Springville Airport runway, which partial taking would have left the balance of the property subject to the noise and pollution attributable to such an expansion creating a "turnabout" for aircraft which would have affected the balance of the property, pursuant to policies and procedures of the Federal Aeronautics Administration (FAA) protocol involving property that is subject to waste due to partial acquisition, the FAA agreed to grant the buying cities the funds to purchase the entire property. Appraisals were completed that established a fair market value before the expansion of \$320,000. This became the agreed upon price and a Real Estate Purchase Contract was prepared by the City of Spanish Fork acting on behalf of the Airport. The actual indebtedness of the property exceeded the fair market value so a sale for less than amount owed was necessary.

Chase Bank accepts as payment in full for the obligation owed against the subject property the sum of \$57,130 and upon receipt thereof releases the property from all further financial obligations or liens. No further claims will be made against the property, and the sellers Ricky and Connie Hansen are henceforth released from the debt. Chase Bank by this settlement agreement releases the property and conveys it to the Sellers for the sole purpose of completing the sale to the Buyers and receiving the agreed settlement payment.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Settlement and Release Addendum as evidenced by the signatures appearing below:

Borrower: *Ricky Hansen* Dated 11-4-13  
Sign name: Ricky Hansen

Borrower: *Connie Hansen* Dated 11-4-2013  
Sign name: Connie Hansen

Lender: \_\_\_\_\_ Dated \_\_\_\_\_  
Sign for Chase Bank

# REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this \_\_\_\_\_ ("Offer Reference Date") the City of Spanish Fork and Springville, Utah ("Buyer") offers to purchase from Rick and Connie Hansen ("Seller") the Property described below and  delivers to the Buyer's Brokerage with this offer, or  agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ N/A in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: N/A Phone: \_\_\_\_\_  
 Received by: N/A on N/A (Date)  
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

**1. PROPERTY:** 4661 South 800 West also described as: Parcel #24-001-0029 of Spanish Fork, County of Utah, State of Utah, Zip 84660 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

**1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

**1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box):  washers  dryers  refrigerators  water softeners  microwave ovens  other (specify) None

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

**1.3 Excluded Items.** The following items are excluded from this sale: None

**1.4 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: None

**2. PURCHASE PRICE.** The purchase price for the Property is \$320,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ 0.0 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.  
 \$ 0.0 (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.  
 \$ 0.0 (c) **Seller Financing** (see attached Seller Financing Addendum)  
 \$ 320,000. (d) **Balance of Purchase Price in Cash at Settlement**  
 \$ 320,000. **PURCHASE PRICE. Total of lines (a) through (d)**

## 3. SETTLEMENT AND CLOSING.

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been

completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:  Seller  Buyer  Split Equally Between Buyer and Seller  Other (explain) \_\_\_\_\_ . The provisions of this Section 3.3 shall survive Closing.

**3.4 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

**3.5 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

**4. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows:  Upon Closing;  \_\_\_ Hours after Closing;  \_\_\_ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent N/A, represents  Seller  both Buyer and Seller as a Limited Agent; Seller's Brokerage N/A, represents  Seller  both Buyer and Seller as a Limited Agent; Buyer's Agent N/A, represents  Buyer  both Buyer and Seller as a Limited Agent; Buyer's Brokerage N/A, represents  Buyer  both Buyer and Seller as a Limited Agent.

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;

- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.**

Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence; however, Seller agrees to correct, or pay for the correction of any and all objections not exceeding a total cost of \$1,500.00.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property:  IS  IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property:  IS  IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

**(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously canceled by Buyer as provided

in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer:  WILL  WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$\_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There  ARE  ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference:  Addendum No. \_\_\_\_\_  Seller Financing Addendum  FHA/VA Loan Addendum  Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law)  Other (specify) \_\_\_\_\_

**10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

**10.1 Home Warranty Plan.** A one-year Home Warranty Plan  WILL  WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by  Buyer  Seller and shall be issued by a company selected by  Buyer  Seller. The cost of the Home Warranty Plan shall not exceed \$ N/A and shall be paid for at Settlement by  Buyer  Seller.

**10.2 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.3 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

**11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.**

**11.1 Walk-Through Inspection.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing:  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost.

of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.





# A. Settlement Statement (HUD-1)

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.						
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.," were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower: City of Spanish Fork 40 South Main Street, Spanish Fork, UT 84660 City of Springville 50 South Main Street, Springville, UT 84663			E. Name & Address of Seller: Ricky and Connie Hansen 4661 South 800 West Spanish Fork, UT 84660		F. Name & Address of Lender: Cash Transaction - taking by government for airport expansion		
G. Property Location: 4661 South 800 West Spanish Fork, UT 84660			H. Settlement Agent: Justin D. Heideman, Attorney at Law Place of Settlement: Spanish Fork, UT		I. Settlement Date: 10-30-2013		

### J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$320,000.00
102. Personal property	\$0.00
103. Settlement charges to borrower (line 1400)	\$0.00
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	
200. Amount Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	
302. Less amounts paid by/for borrower (line 220)	( )
303. Cash: <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$320,000.00

### K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$320,000.00
402. Personal property	\$0.00
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	\$134,870.00
505. Payoff of second mortgage loan	\$57,130.00
506. Attorney Lien	\$128,000.00
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
620. Total Reduction Amount Due Seller	
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amounts due seller (line 520)	( )
603. Cash: <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$320,000.00

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

I. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement				\$0.00	
704.					
<b>800. Items Payable in Connection with Loan</b>					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE #A)		
804.	Appraisal fee to		(from GFE #3)		
805.	Credit report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification to		(from GFE #3)		
808.					
809.					
810.					
811.					
<b>900. Items Required by Lender to be Paid in Advance</b>					
901.	Daily interest charges from	to	@ \$ /day	(from GFE #10)	
902.	Mortgage insurance premium for	months to		(from GFE #3)	
903.	Homeowner's insurance for	years to		(from GFE #11)	
904.					
<b>1000. Reserves Deposited with Lender</b>					
1001.	Initial deposit for your escrow account			(from GFE #9)	
1002.	Homeowner's insurance	months @ \$	per month \$		
1003.	Mortgage insurance	months @ \$	per month \$		
1004.	Property Taxes	months @ \$	per month \$		
1005.		months @ \$	per month \$		
1006.		months @ \$	per month \$		
1007.	Aggregate Adjustment		\$		
<b>1100. Title Charges</b>					
1101.	Title services and lender's title insurance			(from GFE #4)	\$0.00
1102.	Settlement or closing fee	\$			
1103.	Owner's title insurance			(from GFE #5)	\$0.00
1104.	Lender's title insurance	\$			
1105.	Lender's title policy limit \$				
1106.	Owner's title policy limit \$				
1107.	Agent's portion of the total title insurance premium to	\$			
1108.	Underwriter's portion of the total title insurance premium to	\$			
1109.					
1110.					
1111.					
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges					
1202.	Deed \$	Mortgage \$	Release \$	(from GFE #7)	\$0.00
1203. Transfer taxes					
1204.	City/County tax/stamps	Deed \$	Mortgage \$	(from GFE #8)	\$0.00
1205.	State tax/stamps	Deed \$	Mortgage \$		
1206.					
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for					
1302.		\$		(from GFE #6)	\$0.00
1303.		\$			
1304.					
1305.					
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>					



## WARRANTY DEED

Ricky D. Hansen and Connie B. Hansen, Grantors, hereby CONVEY and WARRANT to the City of Springville and the City of Spanish Fork, municipalities in the State of Utah, with the general offices located respectfully at 40 South Main Street, Spanish Fork, Utah 84660 and 50 South Main Street, Springville, Utah, Grantees for the sum of TEN DOLLARS (\$10) and other good and valuable consideration, the following described tract of land in Utah County, State of Utah:

Serial No. 24:001:0014

COM N 851.62 FT FR SW COR SEC 1, T8S, RSE, SLM, N 150 FT; E 511.5 FT; S 150 FT, W 511.5 FT TO BEG. ALSO CON N 1001.62 FT FR SW COR SD SEC 1, N 318.38 FT; E 209.87 FT, N 47 DEG 32'09" E 408.88 FT; S 42.34 FT, W 511.5 FT TO BEG. AREA 4.54 ACRES.

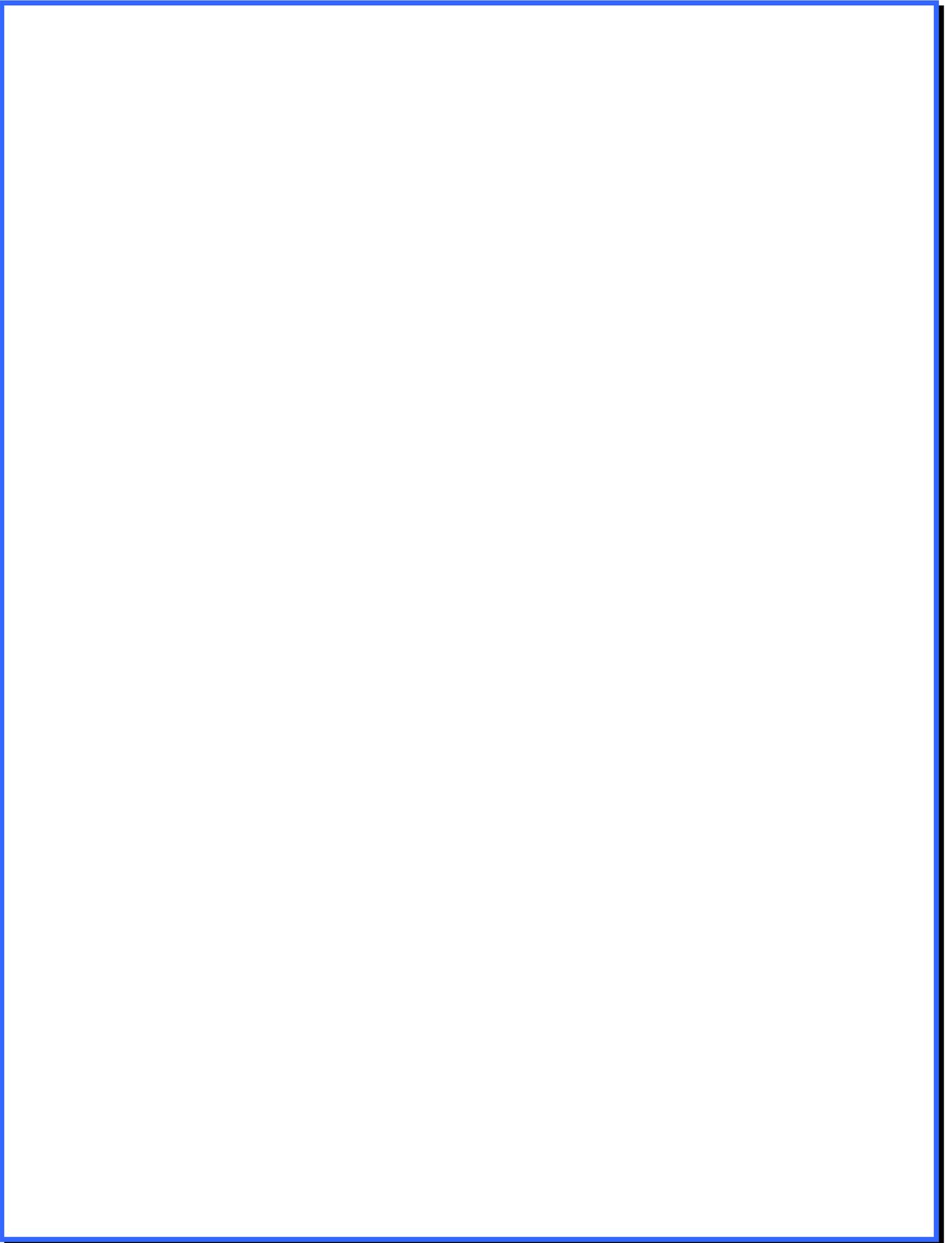
Witness the hand of the Grantors, this \_\_\_ day of November, 2013.

\_\_\_\_\_  
Ricky D. Hansen

\_\_\_\_\_  
Connie B. Hansen

Subscribed and sworn to before me this \_\_\_\_\_ day of November, 2013.

\_\_\_\_\_  
Notary



**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT  
LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING**

**VACANT LAND / FARM AND RANCH  
CONTRACT TO BUY AND SELL REAL ESTATE**

September 18, 2013

- 1. PARTIES AND PROPERTY.** The Cities of Spanish Fork and Springville, Utah, Buyer agrees to buy, and the undersigned Seller agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Utah, State of Utah, to wit:

A portion of that real property described by Deed Entry No. 11760:1987 being located in the Northeast Quarter of in Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian, described as follows: Beginning at a point located West 1419.00 feet and North 403.67 feet from the East 1/4 Corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing = S0°26'26"E along the Section Line from the East 1/4 Corner to the Southeast Corner of said Section 2); thence North 414.32 feet; thence N42°28'13"E 187.77 feet; thence S41°49'09"E 281.09 feet; thence S42°27'48"W 465.41 feet to the point of beginning. Contains: ±2.10 Acres

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements, and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

Access to the seller's remaining parcel and the existing concrete irrigation ditch to the south shall be maintained until those items create a detrimental effect to the Airport. At that time, the access and the irrigation ditch may be modified as required, but access to the property and access to the irrigation ditch will be maintained at the expense of the buyer. Portions of the taking that can be grazed without causing a detrimental effect to the Airport will be leased back to the seller.

- 2. INCLUSIONS/EXCLUSIONS.** The purchase price includes the following items:

- |                               |  |
|-------------------------------|--|
| (a) Water Well.               | N/A  |
| (b) Water and Mineral Rights. | N/A  |
| (c) Growing Crops.            | Seller to retain any growing crops until 10/15/13. |

- 3. PURCHASE PRICE AND TERMS.** The purchase price shall be Eighty Six Thousand Dollars (\$86,000.00), payable in U.S. dollars by Buyer at closing.

- 4. NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

- 5. EVIDENCE OF TITLE.** Buyer shall obtain at Buyer's expense either a current commitment for owner's title insurance policy in an amount equal to the purchase price or an abstract of title certified to a current date.

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the Clerk and Recorder of the designated County or Counties. The title insurance commitments, together with any copies or abstracts furnished pursuant to this Section 5, constitute the title documents (Title Documents). Seller must furnish Buyer, in writing, copies or abstracts of instruments listed in the schedule of exceptions no later than 14 calendar days after being requested.

- 6. TITLE.**

(a) **Title Review.** Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

**(b) Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, with this signed document, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be cleared by Seller. The Buyer, at its option may accept title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

**(c) Right to Cure.** If Buyer receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

**7. DATE OF CLOSING.** The date of closing shall be no later than July 30, 2014. The hour and place of closing shall be as designated by Buyer.

**8. TRANSFER OF TITLE.** Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Warranty Deed to Buyer, at closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing. Title shall be conveyed free and clear of all liens, including any for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a), those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b), inclusion of the Property within any special taxing district, and (iii) subject to building and zoning regulations.

**9. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

**10. CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer shall pay, in Good Funds (consisting of a certified check, cashier's check, or wire transfer), closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

**11. PRORATIONS.** General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, shall be prorated by date of closing.

**12. POSSESSION.** Possession of the Property shall be delivered to Buyer immediately upon the effective date of the acceptance of this Contract by both parties, that being the latter of the date in which this Contract is signed by both the SELLER and the BUYER.

**13. CONDITION OF AND DAMAGE TO PROPERTY.** Except as otherwise provided in this contract, the Property and Inclusions (listed in Paragraph 2) shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of possession by Buyer, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

**14. TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

**(a) IF BUYER IS IN DEFAULT:** Seller may elect to treat this contract as cancelled, in which case all payment and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover



# Memo

Date: November 12, 2013  
To: Mayor and City Council  
From: Chief Steve Adams

Regarding: Maple Mountain High School Resource Officer Inter-local  
Cooperation Agreement

This Inter-local cooperation agreement is similar if not the same as the agreement we are in with Spanish Fork High School. Junior Baker has reviewed this prior to my sending to you for approval.

In basic MMHS will pay for one half of the salary and benefits of the SRO as we dedicate more time to their school and the junior high that feeds into MMHS.

This has proven to be an advantageous relationship for the schools, our youth and the police department.

I therefore submit this agreement for your review and potential approval.

**MAPLE MOUNTAIN HIGH SCHOOL RESOURCE OFFICER  
INTERLOCAL COOPERATION AGREEMENT**

THIS MAPLE MOUNTAIN HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 350 South Main, Spanish Fork, Utah, 84660, and SPANISH FORK CITY (the "City"), a political subdivision of the State of Utah, 40 South Main, Spanish Fork, Utah, 84660.

**WITNESSETH**

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer serve at Maple Mountain High School in Spanish Fork, Utah;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede the Maple Mountain High School Resource Officer Interlocal Cooperation Agreement approved and executed in October of 2009 by the School District and the City.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

**SECTION ONE  
EFFECTIVE DATE AND DURATION**

This Interlocal Cooperation Agreement shall be effective as of December 1, 2013, and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided herein.

**SECTION TWO  
ADMINISTRATIVE ENTITY**

The City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

**SECTION THREE**  
**PURPOSE**

This Agreement is established for the purpose of jointly providing for a School Resource Officer to serve at Maple Mountain High School in Spanish Fork, Utah.

**SECTION FOUR**  
**MANNER OF FINANCING**

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the School Resource Officer. The City shall send an invoice to the School District on an annual basis following the completion of the school year for payment of one-half (1/2) of the said Officer's salary and benefits. The invoice shall be paid within thirty (30) days of receipt by the School District.

**SECTION FIVE**  
**ADMINISTRATOR**

Pursuant to Utah Code Annotated, Section 11-13-101, et seq., the parties agree that Spanish Fork City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District.

**SECTION SIX**  
**FILING OF AGREEMENT**

A copy of this Agreement shall be placed on file in the Office of the City Recorder of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

**SECTION SEVEN**  
**DESCRIPTION OF ARRANGEMENT**

The City agrees to employ and provide a full-time police officer at Maple Mountain High School ("School Resource Officer"). It is clearly understood, acknowledged, and agreed to by the parties that the School Resource Officer is an employee of the City. The School Resource Officer shall be expected to attend and participate in applicable school meetings, teach law enforcement classes at the school, and to communicate and coordinate with the school principal and other appropriate school officials concerning the needs of the school and its students. The City and the School District agree to equally divide the costs associated with the payment of the School Resource Officer for salary and benefits. The City shall be responsible for all other costs and matters associated with employing and maintaining the School Resource Officer (i.e., accounting, automobile, training, uniforms, etc.). If this Agreement is terminated in the middle of the budget year, the City and the School District agree to divide the costs associated with the payment of the School Resource Officer for salary and benefits as of the time of termination.

**SECTION EIGHT**  
**NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

**SECTION NINE**  
**RIGHTS AND REMEDIES**

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. In addition, in the event the School District breaches this Agreement and fails to make corrections as set forth in Section Eight above, the City may terminate this Agreement and cease providing a School Resource Officer to Maple Mountain High School.

**SECTION TEN**  
**GOVERNING LAW, JURISDICTION, AND VENUE**

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Utah County, State of Utah.

**SECTION ELEVEN**  
**COSTS OF ENFORCEMENT**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, courts fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

**SECTION TWELVE**  
**NOTICE**

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the City Mayor at the above address. Either party may notify the other to designate a different address for mailing.

**SECTION THIRTEEN**  
**TERMINATION**

Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same.

**SECTION FOURTEEN**  
**GENERAL PROVISIONS**

**A. Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**B. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

**C. Amendments.** This Agreement may be modified only by a writing signed by each of the parties hereto.

**D. Covenants and Conditions.** Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

**E. Not Assignable.** This Agreement is specific to the parties hereto and is therefore not assignable.

**F. Binding Effect.** This Agreement shall bind the parties and their respective successors and assigns.

**G. Captions.** The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

**H. Time.** Time is of the essence of each term, provision, and covenant of this Agreement.

**I. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**J. Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

**K. Waiver or Forbearance.** No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

**L. No Partnership, Joint Venture, or Third-Party Rights.** Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third-parties.

**- SIGNATURES ON FOLLOWING PAGE -**

IN WITNESS WHEREOF, the parties have signed and executed this MAPLE MOUNTAIN HIGH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

DATED this \_\_\_\_ day of November, 2013.

**SPANISH FORK CITY**

By: \_\_\_\_\_  
G. WAYNE ANDERSON, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
S. JUNIOR BAKER,  
Spanish Fork City Attorney

DATED this \_\_\_\_ day of November, 2013.

**BOARD OF EDUCATION OF  
NEBO SCHOOL DISTRICT**

By: \_\_\_\_\_  
RICK B. AINGE, Board President

**ATTEST:**

By: \_\_\_\_\_  
TRACY D OLSEN, Business Administrator

**APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:**

\_\_\_\_\_  
REED B. PARK,  
Nebo School District Legal Counsel



# MAP AMENDMENT AND PERLIMINARY PLAT

## REPORT TO THE CITY COUNCIL

### LUDLOW FARMS PRELIMINARY PLAT AND INFILL OVERLAY APPROVAL REQUEST

**Agenda Date:** November 19, 2013.

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

**Reviewed By:** Development Review Committee, Planning Commission.

**Request:** To approve a Preliminary Plat and Infill Overlay for a twinhome development on a two-acre parcel located at 475 West 100 South.

**Zoning:** R-3 with Infill Overlay proposed.

**General Plan:** Mixed Use.

**Location:** 475 West 100 South.

#### Background Discussion

In March of 2013, the City Council approved a Zone Change to potentially permit the project that is now proposed to be approved. The plans that accompany this report are consistent with what was presented to the City in March.

The applicant held a neighborhood meeting for the development on November 1, 2013. According to notes provided from that meeting, no significant issues or concerns arose from that discussion.

#### Development Review Committee

The Development Review Committee reviewed this proposal in their October 23, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Ludlow Subdivision

Applicant: Richard Edwards  
 General Plan: Mixed Use  
 Zoning: R-3  
 Location: 475 West 100 South

Discussion was held regarding elevations for the buildings. Mr. Anderson told the applicant that an elevation plan would need to be submitted before the November Planning Commission meeting.

Discussion was held regarding the sidewalk, handicap ramps and driveway space. It was determined that the applicant would need to construct the sidewalk around the inside of the entire circumference of the cul-de-sac. The curb will need to be a mountable curb and gutter.

Mr. Anderson explained that the City will require trees to be planted along 100 South. They will need to be an ornamental tree so as not to interfere with the overhead power lines. One tree for every 30 feet of street frontage is required.

Mr. Richard Edwards expressed that they intend to put a fence along 100 South and asked how it would affect the City trail and if the trail would remain.



Mr. Anderson explained that the trail would remain where it is.

Mr. Robinson said that the Parks and Recreation Department requested that a landscape plan be submitted.

Mr. Anderson expressed that he did not feel that the City needed a landscape plan as much as an understanding of who would maintain it.

Mr. Pierce explained that all of the green space within the project was common area and that they would have an HOA.

Mr. Anderson explained that the applicant would need to maintain the space along 100 South and that they would need to let the City know how they are going to maintain the area.

Discussion was held regarding maintaining frontage and the standards that need to be followed.

Mr. Thompson explained that he would like to require as large of a detention area as possible. He would like the detention area to have two sumps and an outlet for the overflow into the City's storm drain.

Discussion was held regarding the detention area and storm drain.

Mr. Anderson told the applicant that it would be good for them to be ready to tell the Planning Commission what kind of fence they are proposing to put up. Pictures are helpful. He asked the applicant if they would like the City to work with their Engineer or with them. It was determined that the City would work with the Engineer and the applicant.

Mr. Thompson expressed that he would like to see a swale along 100 South. Mr. Pierce explained that it could be possible. Mr. Anderson expressed that it could be addressed with the Final Plat.

Discussion was held regarding a swale along 100 South and minimizing what goes into the City's storm drain.

Mr. Peterson explained where the applicant would tie into the City's power.

Mr. Anderson **moved to approve** the Ludlow Subdivision Preliminary Plat as an InFill Overlay

project based on the finding and subject to the conditions:

### Finding

1. That the proposed density is allowed in the R-3 zone with the Infill Overlay approval.

### Conditions

1. That the applicant modify the design for the sidewalk to show it running around the inside edge of the proposed cul-de-sac.
2. That the applicant provide a detention basin south of the cul-de-sac.
3. That the applicant provide a design for a swale along 100 South with their Final Plat submittal.
4. That the applicant provide some type of a landscape plan for the park strip on 100 South with their Final Plat submittal.
5. That the applicant provide elevations for the proposed twinhome buildings for the Planning Commission.

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

### Planning Commission

The Planning Commission reviewed this proposal in their November 6, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

#### Ludlow Farms

Applicant: Richard Edwards

General Plan: Mixed Use

Zoning: R-3 existing, R-3 with Infill Overlay proposed

Location: 475 West 100 South

Mr. Anderson explained where the proposal was located and that the proposal was in two parts. One is the Preliminary Plat approval for 10 lots for the construction of twin homes and the other is the Zone Change. The only way to build anything other than a single family home in an R-3 zone is for an applicant to apply for the Infill Overlay Zone. He explained the conditions that the Development Review Committee recommended. He said that City staff recommended that the Plat and Zone Change be approved. He held up drawings of the elevations of the dwelling units.

Chairman Gonzales invited public comment. There was none.

Richard Edwards

Mr. Edwards introduced himself to the Commission. Chairman Gonzales asked if there was an opportunity for RV parking on site. Mr. Edwards said no. Chairman Gonzales asked about open space. Mr. Edwards said that there was not much room for any other open space.

Chairman Gonzales asked who was responsible for lighting. Mr. Pierce said that it was something that the City designs and constructs.

Commissioner Swenson asked what type of fencing they were proposing.

Mr. Edwards said a wall similar to the one south of the church and north of their project.

Commissioner Swenson asked who would be responsible to care for the property along 100 South. Mr. Edwards explained that the City told him that the property owners were responsible for the maintenance.

Commissioner Fallon asked if the City had a landscape ordinance. Mr. Anderson explained the City's ordinance relative to park strips and that the City did not have a particular design that was required.

Commissioner Fallon expressed concern with the end units and whether or not the entrances could be on 475 West. He asked if City staff had any concerns with the end units relative to the street. Mr. Anderson said that it had not been brought up and explained that as a rule of thumb he believes it is generally a good thing to try and accomplish.

Chairman Gonzales asked if there would be patios on the end units. Mr. Edwards said that it was an option.

Discussion was held regarding the entrance to the homes on the end fronting 465 West and one of the DRC conditions not being met.

Commissioner Fallon **moved** to recommend **approval** of the Ludlow Preliminary Plat and Infill Overlay Zone subject to the following condition:

#### **Condition**

1. Submit a landscape plan as part of the Final Plat submittal.

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

#### **Budgetary Impact**

Staff does not anticipate any significant budgetary impact with either approving or not approving the proposed amendment.

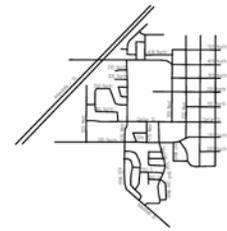
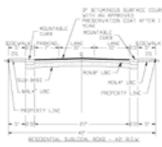
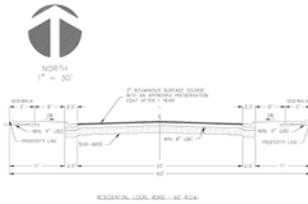
#### **Recommendation**

Staff recommends that the proposed Preliminary Plat and Infill Overlay be approved.



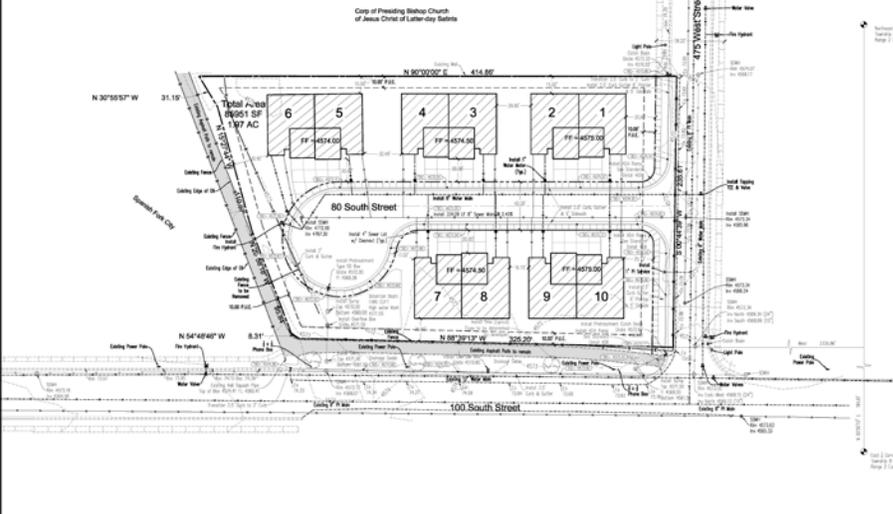
# Ludlow Farm Condominiums

Spanish Fork Utah



Dudley and Associates, Inc.  
Engineers, Planners, Land Surveyors  
1000 West 1000 South  
Salt Lake City, Utah 84143  
801-224-1232

**Preliminary Plat**



Property Description  
Commencing at a point located North 07°07'07" East along the Section 16a 8848' feet and West 22°28'08" East from the East-Southwest corner of Section 24, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 88°31'07" West 205.20 feet; thence North 54°48'46" West 83.31 feet; thence North 27°21'14" West 32.68 feet; thence North 122°14'44" West 112.87 feet; thence North 32°03'07" West 31.10 feet; thence East 414.88 feet; thence South 22°04'04" West 228.01 feet to the point of beginning.  
AREA = 85,825 sq. ft. or 1.97 acres

Notes of bearing North 22°07'07" East along the Section line.  
All construction is to conform to Spanish Fork City standards.  
Statements are only allowed to be if below the natural grade per the recommendation in the geotechnical report.

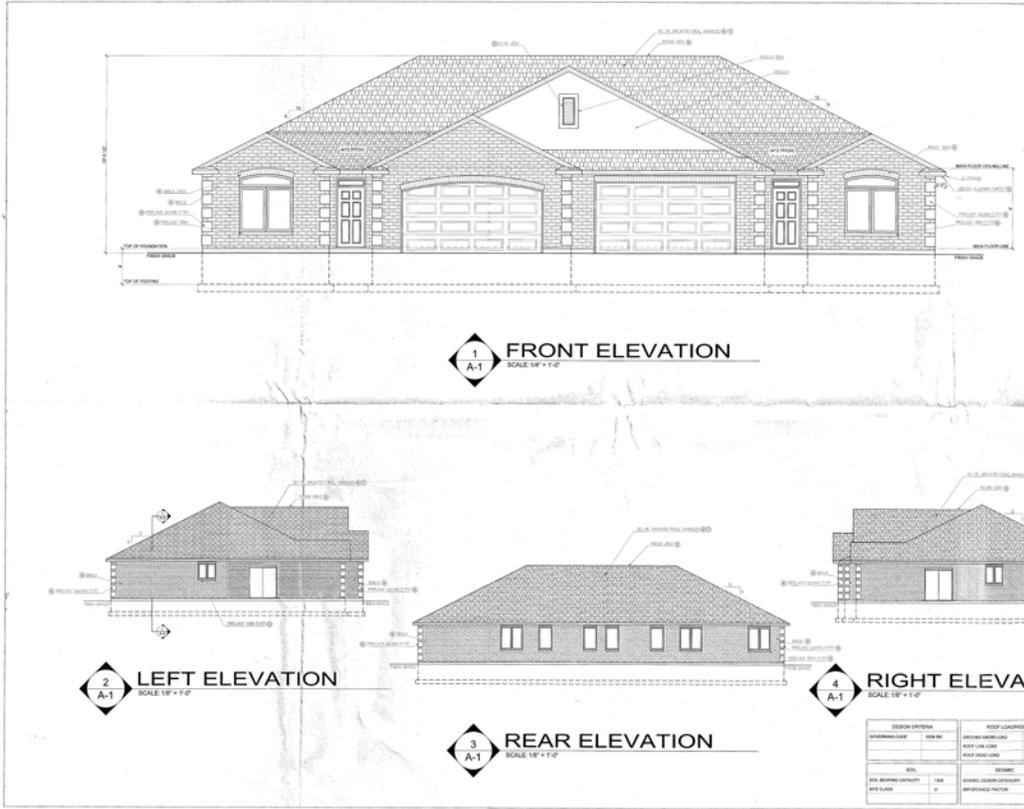
Owner:  
Richard Edwards  
100 South West Street  
Spanish Fork  
801-486-2889

Engineer:  
Dudley and Associates, Inc.  
213 East 1000 South  
Salt Lake City, Utah  
801-224-1232

Site Data:  
Zone = R8  
Total Area = 1.97 Acres  
Total number of lots = 10  
Average Density = 5.12 lots per acre

TYPE	AREA	PERCENT
LOT AREA	85,825	100
IMPROVEMENT AREA	10,000	11.65
PAVED AND UNPAVED AREA	10,000	11.65
PAVED AREA	8,000	9.33
UNPAVED AREA	2,000	2.32

TABLE 1.0 - SUMMARY TABLE



DATE	SCALE	NOTED	BY
OCTOBER 30, 2013	AS SHOWN		

DESIGNED FOR:  
**RICHARD EDWARDS**  
LOCATED AT LOT 100, SECTION 16A, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.

DESIGNED BY:  
**JOE CARRICK DESIGN**  
ARCHITECTURE & INTERIOR DESIGN  
1000 WEST 1000 SOUTH, SALT LAKE CITY, UT 84143  
801-224-1232

**JCD**

SHEET  
**A-1**

DESIGN CRITERIA	DESIGN VALUE	ROOF LOADINGS	FLOOR LOADINGS
MINIMUM WIND SPEED	80	ROOF DEAD LOAD	FLOOR DEAD LOAD
ROOF WIND UPLIFT	15	ROOF LIVE LOAD	FLOOR LIVE LOAD
ROOF SNOW LOAD	0	ROOF DEAD LOAD	FLOOR DEAD LOAD
ROOF WIND UPLIFT	15	ROOF LIVE LOAD	FLOOR LIVE LOAD

# ORDINANCE NO. Z09-13

## 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. Z09-13

### AN ORDINANCE CHANGING THE ZONING DESIGNATION AND AMENDING THE OFFICIAL ZONING MAP OF SPANISH FORK CITY FOR LUDLOW FARMS

WHEREAS, Ludlow Farms is located at approximately 475 West 100 South.

WHEREAS, it is desirable to change the zone of the hereinafter described property from R-3 to R-3 with the In-fill Overlay Zone; and

WHEREAS, the proposed zone change has been referred to the Planning Commission for consideration in accordance with law; and

WHEREAS, the Planning Commission held a public hearing on the 6<sup>th</sup> day of November, 2013, wherein public comment was received; and

WHEREAS, the Planning Commission has recommended that the zone change be approved; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on the 19<sup>th</sup> day of November, 2013, wherein public comment was received and conditions to the zoning considered;

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

I.

That the property outlined in red on Exhibit A is hereby zoned R-3 with the In-fill Overlay.

II.

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

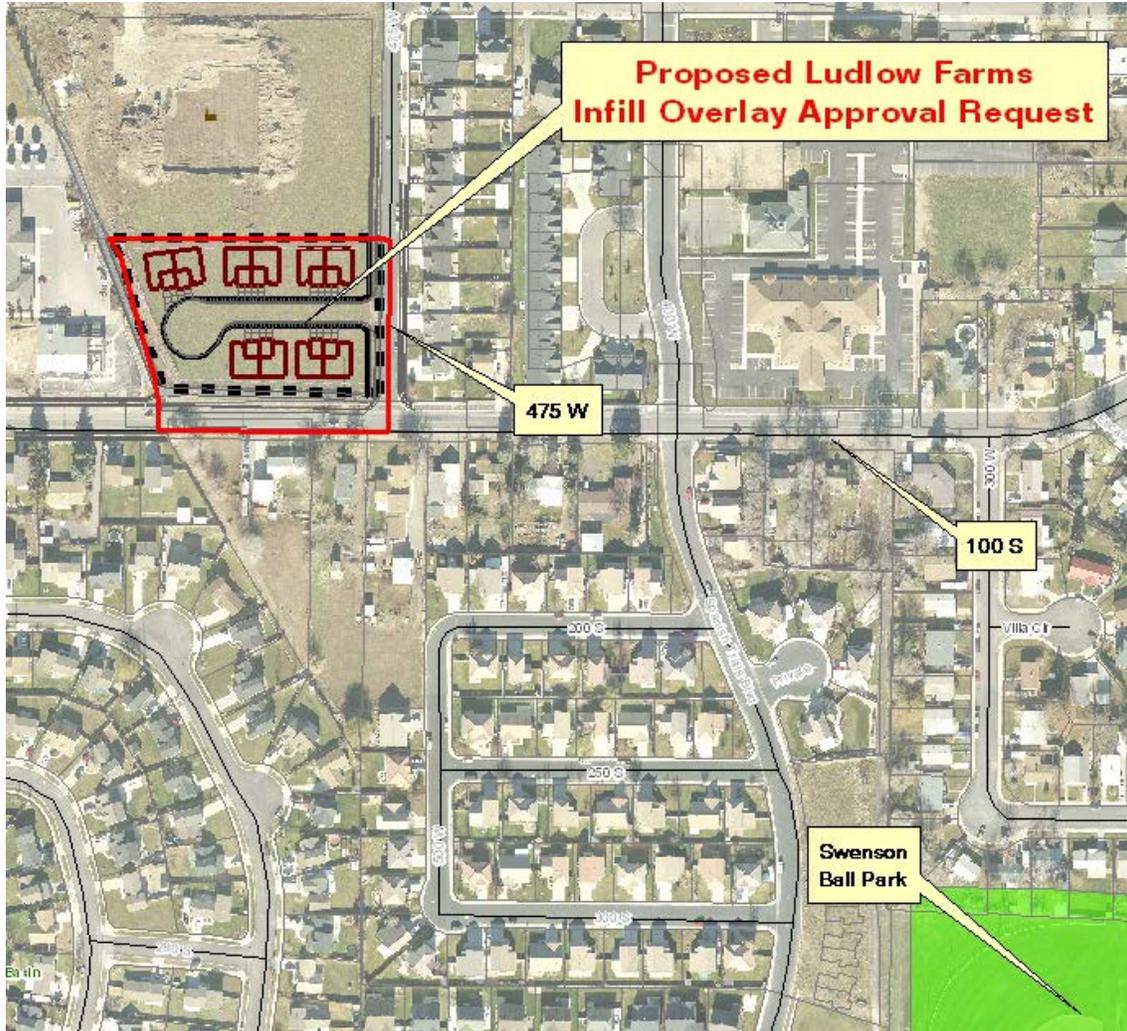
PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 19<sup>th</sup> day of November, 2013.

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

Attest:

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

Exhibit A



**SETTLEMENT AGREEMENT  
AND GENERAL RELEASE OF ALL CLAIMS**

**ROA General, Inc.**, a Utah corporation, **dba Reagan Outdoor Advertising** (“Reagan”), and **Spanish Fork City**, a municipality and political subdivision of the State of Utah (“City”), hereby enter into this Settlement Agreement and General Release of All Claims (the “Agreement”) as of this \_\_\_\_ day of \_\_\_\_\_, 2013, for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the considerations set forth below.

1. Intent of the Parties. There is a dispute between the parties to this Agreement regarding the application of the City’s ordinances and regulations with respect to a request submitted to the City by Reagan to relocate two nonconforming signs or billboards previously located at 5838 South Highway 5 and 5862 South Highway 5 in the City (the “Subject Billboards”), which resulted in the filing of a lawsuit currently pending in the Fourth Judicial District Court for Utah County, State of Utah, Civil No. 130400695 (the “Litigation”). Without waiving or conceding their respective positions in the Litigation with respect to the Subject Billboards, it is the intent and purpose of the parties of this Agreement to fully settle, compromise and resolve all claims and controversies between them arising out of or in any way referring or relating to the Subject Billboards and the Litigation.

2. Issuance of Sign Permit. The City hereby agrees to issue a permit to Reagan authorizing the construction of one (1) off-premise outdoor advertising sign or billboard subject to compliance with the terms and conditions of this Agreement and the conditions set forth below:

a. One (1) sign to be located on property located at 689 North Lynbrook Drive, with a copy area or face no larger than 14 feet by 48 feet; and a height which does not exceed twenty-five (25) feet above the sound wall adjacent to the property (the “Replacement Billboard”).

b. The Replacement Billboard shall be constructed in compliance with the provisions of §5.36.070 of the City’s Municipal Code.

c. The Replacement Billboard shall have only one static display and no animated or digital media of any type.

d. The Replacement Billboard shall not be illuminated between the hours of 11:00 p.m. to 7:00 a.m.

3. Removal and Relinquishment of Rights with Respect to the Subject Billboards. As part of this Agreement, Reagan shall remove the Subject Billboards and relinquish all rights with respect to the Subject Billboards including, but not limited to, the right to seek relocation of such billboards to any other location within the City.

4. Dismissal of Litigation. The parties hereby agree that a stipulation, motion and order of dismissal will be executed by counsel for Reagan and the City and filed in the Fourth Judicial District Court for Utah County in Civil No. 130400695, dismissing the Litigation with prejudice and upon the merits with all parties to bear their own costs and attorney's fees.

5. Mutual General Release of All Claims. As part of this Agreement, Reagan and the City, for and on behalf of themselves and their respective owners, officers, employees, agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge each other, together with their officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way connected with the Subject Billboards and the Litigation. It is the intent of Reagan and the City to fully and completely release each other from any and all claims in any way related to the Subject Billboards and subject matter of the Litigation.

6. Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

8. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

9. Time of Essence. Time is the essence of this Agreement and every provision hereof.

10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

11. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

12. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified.

13. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related



By \_\_\_\_\_  
Mayor G. Wayne Andersen

Attest:

\_\_\_\_\_  
Kent Clark, Spanish Fork City Recorder

273483.1

# ORDINANCE NO. Z08-13

## ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. Z08-13

### AN ORDINANCE CHANGING THE ZONING DESIGNATION AND AMENDING THE OFFICIAL ZONING MAP OF SPANISH FORK CITY FOR CERNA

WHEREAS, Cerna is located at approximately 689 East Lynnbrook Drive.

WHEREAS, it is desirable to change the zone of the hereinafter described property from R-1-6 to C-2; and

WHEREAS, the proposed zone change has been referred to the Planning Commission for consideration in accordance with law; and

WHEREAS, the Planning Commission held a public hearing on the 2<sup>nd</sup> day of October, 2013, wherein public comment was received; and

WHEREAS, the Planning Commission has recommended that the zone change be approved; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on the 15<sup>th</sup> day of October, 2013, wherein public comment was received and conditions to the zoning considered;

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

I.

That the property outlined in red on Exhibit A is hereby zoned C-2.

II.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 19<sup>th</sup> day of November, 2013.

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

Attest:

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

