



## AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a **work session at 5:15 p.m.**, preceding its 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 August 19, 2014.**

### 5:15pm WORK SESSION:

1. Business Inspections

### 6:00pm AGENDA ITEMS:

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

- a. Motivational/Inspirational Message
- b. 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: VIP Program

#### 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 – [August 5, 2014](#)
- b. \* [Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with Allied Waste Services of Utah County](#)
- c. \* [Crab Creek Water Rights Statement of Claims](#)
- d. \* [Nebo, Canyon, Flonette Subdivision Rebuild Change Order #2](#)
- e. \* [Utah County Citizenserve License](#)

#### 6. PUBLIC HEARING:

- a. \* [Ordinance 13-14 Making Various Amendments to the Land Use Ordinance of Spanish Fork City](#)

#### 7. NEW BUSINESS:

- a. Library Board Appointment
- b. \* [Preliminary Plat re-approval for White Rail, a residential subdivision located at 800 North State Road 51.](#)
- c. \* [FAA Grant Agreement for Airport Runway Extension Phase III](#)

\* 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.

- d. \* Airport Master Developer RFP approval, the RFP would request proposals for a developer that would develop some 10 acres located adjacent to 300 West on the Airport

**8. CLOSED SESSION:**

- a. Property Transaction
- b. Legal

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

**ADJOURN:**

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**Tentative Minutes**  
**Spanish Fork City Council Meeting**  
**August 5, 2014**

Elected Officials Present: Mayor Steve Leifson, Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon, Mike Mendenhall.

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: Gayle Peterson, Bob Warner, Lance Wilson, Danielle Huff, Joseph Huff, Cary Hanks, Rebecca Prout, Aiden Prout, Doug Ford.

**5:15pm WORK SESSION:**

1. URMMA Basics –Seth Perrins

*Discussion took place regarding the item(s) listed above; no formal actions are taken in a work session.*

**6:00pm CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION:**

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

Motivation/Inspirational Message given by Lance Wilson.

Councilman Mendenhall led in the pledge of allegiance.

**PUBLIC COMMENTS:**

Doug Ford presented Dave Oyler with a plaque and said the Fiesta Days Rodeo was great and thanked all those involved.

**Agenda Request –Bob Warner**

Mr. Warner reviewed some of his life history and that led to purchasing a home in Spanish Fork from Ivory Homes on the east bench. The home was a model home never lived in and noticed after a short time, some issues with the foundation. Mr. Warner reviewed the process of the warranty with Ivory Homes and fixing the cement. Mr. Warner has not been satisfied with the warranty with Ivory Homes. Mr. Warner said that his question is can the City add more requirements for concrete, landscaping, backfill and compaction of the landscaping. Mr. Warner has met with the Chief Building Official John Little and had him look at the situation. Mr. Warner said that Mr. Little explained the code and that the home owner will just need to fix it. Mr. Warner did some research of the dirt in his area and most of it is clay. Mr. Warner presented statistics of asking his neighbors if they had concrete or settling issues and 70-80% had problems.

Mr. Warner reviewed the following of what he would like to see added:

- more standards for back fill so there is not 15 inches of settling
- a compaction technique and an inspection for backfill
- rebar used in sidewalk cement
- temperature conditions for cement laying
- inspections for all cement flat work

49 Mr. Warner made the comment that it costs less to do it right the first time. And the warranty  
50 with the developer just delays things and makes things more costly. Mr. Warner said that if  
51 these things are implemented it makes potential owners know that they are getting a good  
52 product and gives the city a good reputation.

53  
54 Councilman Davis said that the City does not have inspectors that can do all that is being asked.  
55 Councilman Davis reviewed some of what our city inspectors currently inspect. But what Mr.  
56 Warner is requesting should be done by the contractor or engineer.

### 57 58 COUNCIL COMMENTS:

59 Councilman Gordon said that the SUVSWD is still working to find a piece of property that can be  
60 agreed upon among the members for a new location for a new transfer station. The animal  
61 shelter board is discussing and researching a no kill option. Councilman Gordon thanked all those  
62 that were involved with Fiesta Days and it was great.

63  
64 Councilman Davis said that Fiesta Days was awesome and every year it just gets better and  
65 better. Councilman Davis thanked the committee, volunteers and employees. The planning for  
66 2015 Fiesta Days has already started and they have names of potential vice chairs for 2015.  
67 Councilman Davis gave a big thank you to the grand marshals and Spanish Fork for a great  
68 Fiesta Days.

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70 Councilman Dart agreed with all comments on Fiesta Days. Councilman Dart thanked Chris  
71 Thompson the Public Works Director for the hard work on the construction projects.

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73 Councilman Scoubes gave an update on the Veteran's Council meeting and commented that the  
74 flag retirement ceremony for Fiesta Days was great.

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76 Councilman Mendenhall agreed with all comments on Fiesta Days and thanked Councilman Davis  
77 for the great job that he does. The farmers market is every Saturday from 8am-1pm at the City  
78 Office parking lot and to come and support your local farmers and buy fresh produce.

79  
80 Mayor Leifson echoed what has been said about Fiesta Days and thanked everyone.

81  
82 SPANISH FORK 101: Summer Construction Projects –Chris Thompson

### 83 84 CONSENT ITEMS:

85 *Department Directors gave a brief summary of their items listed below:*

- 86 a. Minutes of Spanish Fork City Council Meeting – July 15, 2014
- 87 b. Bureau of Reclamation Easement Encroachment Agreement for Sterling Hollow Waterline
- 88 c. Wollenzien Spanish Fork River Trail Property Exchange Agreement
- 89 d. SelectHealth Contracts
- 90 e. Utah State Department of Workforce Services HEAT Program Contract

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92 Councilman Gordon made a **Motion** to **approve** the consent items.  
93 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor.

94  
95 NEW BUSINESS:  
96 Planning Commission Appointments

97 Mayor Leifson appointed Bruce Fallon to a 2<sup>nd</sup> three year term and Brad Tanner to his 1<sup>st</sup> three  
98 year term to the Planning Commission.  
99

100 Councilman Davis made a **Motion** to **approve** the Mayor's appointment of Bruce Fallon to a 2<sup>nd</sup>  
101 three year term and Brad Tanner to his 1<sup>st</sup> three year term to the Planning Commission.  
102 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.  
103

104 Mayor Leifson thanked the outgoing planning commissioners George Gull and Richard Heap for  
105 their service.  
106

107 **Nebo, Flonette, and Canyon Subdivision Rebuild Change Order #1**

108 Chris Thompson thanked Councilman Dart for his patience with this project considering this is his  
109 neighborhood. Mr. Thompson explained that the water main pipes in this area are old cast iron  
110 pipe and need to be replaced. This change order is to replace all the drinking water lines in this  
111 area before rebuilding the streets.  
112

113 Councilman Dart made a **Motion** to **approve** the Nebo, Flonette, and Canyon Subdivision Rebuild  
114 Change Order #1.

115 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.  
116

117 **ADJOURN:**

118 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Property  
119 Purchase/Sale and Litigation.

120 Councilman Mendenhall **Seconded** and the motion **Passed** all in favor at 7:15 p.m.  
121

122 ADOPTED:

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Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: August 19, 2014  
Re: Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with Allied Waste Services of Utah County

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## Staff Report

### RECOMMENDED ACTION

Approval of the Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with Allied Waste Services of Utah County.

### BACKGROUND

This is the same agreement approved earlier this year with a couple revisions. The agreement has been modified to accommodate a phased roll out of opt-out recycling. It also has been modified to allow for the moving of the transfer station up to 2 miles without a change in price.

Attached: agreement



# RESIDENTIAL SOLID WASTE & OPT-OUT RECYCLING COLLECTION & DISPOSAL AGREEMENT

The Contractual Agreement is executed this 21<sup>st</sup> day of July, 2014 by and between Spanish Fork City, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 40 South Main, Spanish Fork, Utah, 84660, hereinafter referred to as the "CITY" and Allied Waste Services of North America, LLC a Delaware limited liability company d/b/a Allied Waste Services of Utah County and Republic Services of Utah authorized to do business in the State of Utah, with its principal offices located in Phoenix, Arizona and its local office located at 643 W. 700 S., Pleasant Grove, Utah, 84062, hereinafter referred to as the "CONTRACTOR".

## Recitals

WHEREAS, the CITY has considered contract extension options with the CONTRACTOR; and

WHEREAS, the CITY has elected to enter into a 4-year extension on the trash collection services and a 5-year extension on the recycling collection services so that this agreement encompasses both services; and

WHEREAS, the CITY has elected to change its recycling services program from an opt-in program to an opt-out program

## Covenants

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and the CONTRACTOR hereby agree as follows:

1. **Term and Effective Date:** The term of this agreement shall be from July 1, 2014 superseding the current trash agreement with the expiration date of June 30, 2015, through June 30, 2019, whereas both services will, as of July 1, 2014, work under this agreement and conclude on the same date, June 30, 2019. The CITY retains the right to renew this agreement for an additional 5-year term. Any additional term

extensions beyond the additional 5-year term may be put into place if it is deemed that they are in the best interest of both the CITY and the CONTRACTOR.

2. **Waste Collection in General:** CONTRACTOR agrees to furnish all labor, fuel, trucks, equipment, administration, and all other needs required to complete the services defined hereunder except for the garbage and recycling containers of which the CITY will provide. The following guidelines shall apply to all types of approved waste and recyclables collected by CONTRACTOR pursuant to this Agreement.

a. Trash Disposal Site: All collected Municipal Solid Waste (MSW) shall be hauled to and disposed of at the South Utah Valley Solid Waste District Transfer Station located at 2450 West 400 South, Springville, Utah, 84663. In the event the location of the Transfer Station changes sites, City will give notice as provided in section 11 hereinafter. If the location is more than two miles from the existing Transfer Station, any associated increases/decreases in fees, and hauling savings/costs, will be directly given/taken to/from the CITY. CONTRACTOR will not charge City for any increased cost if the Transfer Station is changed by City to another location within two miles from existing Transfer Station.

i. Nature of MSW Waste: CONTRACTOR shall collect and dispose of any waste normally categorized as MSW. Without limiting the generality of the previous statement, CONTRACTOR shall collect the following types of acceptable waste:

1. All waste associated with purchasing, handling, preparing, consuming, and disposing of food in a residential unit.
2. All waste associated with household and yard management, including packaging, debris from minor house repairs, minimal yard waste (e.g. grass clippings, small limbs, etc.), discarded clothing, shoes, disposable diapers, paper, broken, or discarded household items, etc., as long as the items fit in the garbage receptacle allowing the lid to the receptacle to be closed.
3. Waste associated with household pets, including pet waste and carcasses of dead household pets or portions thereof 10 pounds or smaller.
4. All waste normally associated with the types of CITY facilities being serviced by CONTRACTOR.
5. Other sundry waste items or debris as long as they can be reasonably accommodated in the garbage receptacles and can be handled without damaging the CONTRACTOR'S collection vehicles.

6. Waste and recyclable materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste (“Excluded Waste”). Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act, and including future amendments thereto, and any other applicable law.
- ii. **Non-acceptable waste** the CONTRACTOR can refuse to collect includes:
    1. Waste that is hazardous by Federal or State definition.
    2. Waste that is of such volume, weight, and/or composition that it cannot be reasonable accommodated by the collection vehicles, including waste that is stacked/placed into the garbage receptacle in a way where the lid to the receptacle cannot be closed fully.
    3. Waste that poses a danger to the truck and/or operator (e.g. hot ashes, ammunition, hazardous or toxic chemicals or chemical agents, heavy or jagged metal, oversized concrete or rock material, large sumps, large accumulations of human or liquid waste (as from RV holding tanks), sod or dirt or other items that cause a fine dust/particles that is a hazard to the driver and his/her ability to breathe.
    4. Waste that is industrial according to the Federal or State definition, or is of such a volume and composition so as to indicate obvious commercial activities rather than normal residential activities.
    5. CONTRACTOR may, in its sole discretion, reject any Excluded/Non-Acceptable Waste provided by CITY. CITY, upon receiving a notice of rejection from CONTRACTOR, shall immediately remove such Unacceptable Waste from CONTRACTOR’S collection vehicle or premises.
  - b. **Recycling Disposal Site:** All collected Recycling (Curbside all-in-one recycling) shall be hauled to the South Utah Valley Solid Waste District Transfer Station located at 2450 West 400 South, Springville, Utah, 84663 or another recycling drop-off location or Materials Recovery Facility (MRF) authorized by the CITY. If CITY chooses to move the drop-off location for recycling to another location, there will be no additional charges provided such location is within two miles of South Utah Valley Solid Waste District Transfer Station. However, if the location is further than two miles, both parties will negotiate a fair cost increase to the CITY for any additional cost(s).

- i. **Nature of Recyclables:** CONTRACTOR shall collect and haul to the approved drop-off location, recyclables that are generally approved recyclables under this Agreement. They are to include:
    - 1. Corrugated cardboard, magazines, catalogs, newspapers, plastics 1-7, office paper, paperboard, phone books, aluminum, small metal and steel cans, junk mail, paper bags, and plastic grocery bags that are bound in a ball or tied in another bag.
  - ii. **Non-acceptable items** that should NOT be placed in the recycling receptacle include:
    - 1. GLASS
    - 2. Styrofoam
    - 3. Large or heavy steel/metal items (like a swing set or bike)
    - 4. Yard waste including leaves, limbs, etc.
    - 5. Food Waste
  - iii. **Contamination of Recyclables:** CONTRACTOR is not responsible for the collection or disposal of contaminated items in the recycling stream. If items delivered to the MRF/recyclable drop-off location are rejected and must be disposed of as trash, the CITY is responsible for the disposal of these items.
- c. **Compliance with Law:** CONTRACTOR agrees to strictly comply with all applicable federal, state, and local laws and regulations while performing this Agreement, and agrees to pay particular attention to complying with those laws and regulations governing health, safety, collection, removal, storage, and disposal of solid waste. CONTRACTOR shall be in compliance with all federal, state, and local laws and regulations prior to entering and executing this Agreement and hereby certifies the same upon execution.
- d. **City Ordinance Requirements:** CONTRACTOR shall comply with the CITY'S solid waste ordinance requirements.
- e. **Records:** CONTRACTOR shall, upon request of the CITY, and in a reasonable timeframe, make all records relating to the collection, removal, and disposal of solid waste and recycling pursuant to this Agreement available to the CITY for inspection and copying. If records requests are proprietary and should not be made available to the public, CONTRACTOR shall provide, with the record or records requiring protection, a written claim of business confidentiality and concise statement of reasons supporting the claim of business confidentiality as required by U.C.A. §63-2-308 (1953 , as amended). The CITY shall classify such records as "private".

- f. Title of Waste: Title to all waste collected pursuant to this Agreement shall pass to CONTRACTOR upon collection except that of hazardous/unacceptable waste which must remain with the generator of the waste. This provision shall not be interpreted to relieve the CONTRACTOR of its obligation to dispose of all solid waste collected pursuant to this Agreement at the location stated in 2.a. of this Agreement.
- g. Independent Contractor: The CONTRACTOR acts as an independent contractor in performing its duties pursuant to the Agreement. No employee, officer, or agent of the CONTRACTOR shall represent that they or the CONTRACTOR is an employee or agent of the CITY.
- h. Collection Days: CONTRACTOR and CITY will coordinate collection days and schedules that is in the best interest of the CITY and its residents and doable by the CONTRACTOR. Any change in collection days/schedule must be approved by the CITY at least 60 days prior to implementation.

3. **Residential Solid Waste and Recycling Collection:** The CITY hereby grants CONTRACTOR an exclusive license and privilege to collect, remove and dispose of curbside residential solid waste (weekly) and recyclables (every other week) in the corporate limits of Spanish Fork City. CONTRACTOR hereby contractually agrees to collect, remove and dispose of residential solid waste and recyclables from residences in the CITY according to the terms set forth in this Agreement and any ordinances enacted or amended by the CITY. CONTRACTOR agrees to continue operating automated collection vehicles for CITY'S residential pick-up services.

- a. Residential Solid Waste: CONTRACTOR shall collect, remove and dispose of residential solid waste weekly. Residential solid waste includes waste (see 2.a.i.1-6) produced by single family dwellings, duplexes, four-plexes, townhomes, and apartments, and several small businesses. The defining feature of the residential solid waste and recycling service is that it is left for collection in the receptacles designed and provided to the residents for their intended use and is collected by CONTRACTOR'S automated collection vehicles. CONTRACTOR acknowledges that most commercial establishments in the CITY contract separately for solid waste and/or recycling services. Some business will continue to be serviced pursuant to this Agreement, some will not. In case of conflict, the CITY'S solid waste ordinance shall govern.
- b. Residential Accounts: CONTRACTOR shall collect residential solid waste for every account designated by the CITY. Each account may have one (1) or more garbage/recycling receptacles, up to a maximum of (4) total. The location where the receptacles are to be picked up shall be referred to as a

“residential unit” regardless of the types of unit (single family, duplex, business, etc.). Each residential unit shall be charged the fees per the fee schedule pursuant to this Agreement. Multi-family units shall be billed per individual unit. For example, a duplex will be billed as two residential units. CONTRACTOR will bill CITY per the “House Count” number CITY provides to CONTRACTOR each month for the month prior. For example, February’s bill will be for January’s house count.

- c. Garbage and Recycling Receptacles: The CITY shall provide both trash and recycling receptacles to its residents. CITY will also maintain, replace, and repair all receptacles in the CITY. *(CONTRACTOR will provide, maintain, repair - if damage is caused due to CONTRACTOR’S sole negligence or willful misconduct except normal wear and tear - , and replace all commercial containers pursuant to this Agreement of which it services for the CITY).*
- i. Prior to the implementation date of the Opt-out recycling program, CITY agrees to purchase all existing residential recycling receptacles that are currently in the CITY at residential units. The total cost for these is \$78,098. After completing the purchase of these receptacles, the CITY is in full possession ownership of receptacles and will take over maintenance, repair, and replacement of these receptacles as necessary.
- d. Billing: All customer billing for services pursuant to this Agreement shall be handled by the CITY. The CITY shall assess solid waste and recycling fees through its utility billing accounts. Any additional charges the CITY elects to collect from its residents for fees, postage, billing personnel, and other expenses is at the discretion of the CITY and all charges shall be retained by and shall be the sole property of the CITY. CONTRACTOR and CITY reserve the right to question and clarify any discrepancies related to residential units serviced by the CONTRACTOR and utility billing accounts identified by the CITY.
- e. Charges & Fees:
- Starting July 1, 2014, the CITY shall pay CONTRACTOR the sum of Three-dollars and Ninety-Six Cents (\$3.96) per residential unit per month for the first trash receptacle basic service and the sum of Two-dollars and Five Cents (\$2.05) each for the second or more trash receptacles until CPI goes into effect on July 1, 2015.
  - Starting September 1, 2014, CITY will pay CONTRACTOR the rate equal to the tiered pricing below for recycling pickup, plus the related standard fuel fee for the first recycling containers, for the associated participation percentage related to the CITY’S quadrant roll-out

program. Pricing will be adjusted according to the tiered pricing schedule for October, November, and December when all quadrants will be participating in the program. On January 1, 2015, the pricing will be set according to participation in the program throughout the city and in accordance with the pricing schedule below.

### **Tiered pricing:**

#### 0-49% participation

1<sup>st</sup> can - \$5.22

2<sup>nd</sup> can - \$1.50

#### 95% – 100% participation

1<sup>st</sup> can - \$2.10

2<sup>nd</sup> can - \$1.50

#### 85% - 94% participation

1<sup>st</sup> can - \$2.44

2<sup>nd</sup> can - \$1.50

#### 75% - 84% participation

1<sup>st</sup> can - \$2.81

2<sup>nd</sup> can - \$1.50

#### 65% - 74% participation

1<sup>st</sup> can - \$3.24

2<sup>nd</sup> can - \$1.50

#### 50% - 64% participation

1<sup>st</sup> can - \$3.77

2<sup>nd</sup> can - \$1.50

- f. Price Adjustments: Beginning on July 1<sup>st</sup> of each year, starting July 1, 2015, an annual CPI (based on U.S. Department of Labor CPI index data) increase will be assessed on all first trash and first recycling receptacles.
- g. Fuel Adjustment: A fuel surcharge will be assessed monthly, using the U.S. Energy Information Administration statistic on diesel cost, for all first trash and first recycling receptacles. The assessed surcharge will be cut in half for the participating recycling residential units. (Example: \$.48 cents for trash for March per residential unit = \$.24 for recycling per participating residential unit for March)

## Fuel Surcharge Table

Monthly Avg. \$/Gallon	\$ increase per 1st Container	Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$2.39 or less	\$ -	\$ 4.00	\$ 0.51
\$ 2.40	\$ 0.03	\$ 4.10	\$ 0.54
\$ 2.50	\$ 0.06	\$ 4.20	\$ 0.57
\$ 2.60	\$ 0.09	\$ 4.30	\$ 0.60
\$ 2.70	\$ 0.12	\$ 4.40	\$ 0.63
\$ 2.80	\$ 0.15	\$ 4.50	\$ 0.66
\$ 2.90	\$ 0.18	\$ 4.60	\$ 0.69
\$ 3.00	\$ 0.21	\$ 4.70	\$ 0.72
\$ 3.10	\$ 0.24	\$ 4.80	\$ 0.75
\$ 3.20	\$ 0.27	\$ 4.90	\$ 0.78
\$ 3.30	\$ 0.30	\$ 5.00	\$ 0.81
\$ 3.40	\$ 0.33		
\$ 3.50	\$ 0.36		
\$ 3.60	\$ 0.39		
\$ 3.70	\$ 0.42		
\$ 3.80	\$ 0.45		
\$ 3.90	\$ 0.48		

- h. Tipping Fee: The CITY shall pay all tipping fees for solid waste directly to SUVSWD (disposal site). In order to ensure the accuracy of the tipping fees paid by the CITY, CONTRACTOR agrees that it will not commingle solid waste from the CITY with solid waste from other locations or with any other type of waste. If requested by CITY, CONTRACTOR shall provide the CITY with reports showing the tonnage amounts collected in both trash and recycling. CITY shall be liable to pay any additional costs pursuant to change in the location of the disposal site, provided the new location is further than two miles from the existing location.
- i. Recycling Commodity Rebates: The CITY shall receive 100% of the commodity rebate received by the CONTRACTOR for all recycling material hauled from CITY to the recycling drop-off location.

- j. Payment: The CITY shall pay CONTRACTOR the basic fee and additional receptacle fee(s) thirty days after receipt of billing. CONTRACTOR shall have the ability to charge interest on late payment in the event CITY does not pay CONTRACTOR on time. If CITY has concerns over the amount it is being billed by CONTRACTOR, CONTRACTOR and CITY will work together to eliminate the concern(s). If CONTRACTOR provides an invoice that does not match the level of service it provided, CITY may withhold payment upon determination of facts until a resolution to the problem has been reached. CITY shall withhold payment if CONTRACTOR mixes CITY residential waste with waste from outside of city limits.

#### **4. Other Services**

- a. Under this Agreement, the CITY reserves the right to initiate discussions and contract with CONTRACTOR for other waste/recycling programs within the CITY as is in the best interest of the CITY without the need to go out to bid or notify other CONTRACTORS.
- b. Recharges, Go-backs, and Special Services: CONTRACTOR shall provide same day go-back services for residential units that were missed as long as CONTRACTOR is notified of the miss prior to 3 pm on the regularly scheduled pick-up day. If notified after 4 pm, CONTRACTOR will pick-up residential unit the next business day or allow for residential unit to place up to 3 sealed bags of MSW next to receptacle for CONTRACTOR to remove on next scheduled pick-up day. CONTRACTOR will attempt to collect trash from residential units that were not out ready for pick-up prior to 7 am the same day if CONTRACTOR is notified by 3 pm.

#### **5. Customer Service:** CONTRACTOR acknowledges that it is critical to the CITY that current service levels enjoyed by Spanish Fork City residents be maintained or improved. To that end, the following service requirements shall be considered material provisions of this Agreement.

- a. Regular Collection: MSW will be collected from each residential unit weekly; recycling will be collected from each participating residential unit every other week. CONTRACTOR shall establish a regular collection schedule so that each unit will have its solid waste and recycling collected on the same day each week. Exceptions shall be allowed for weeks having holidays or for severe weather or unforeseen circumstances. CONTRACTOR will contact CITY for authorization to alter or change pick-up days or schedule.
- b. Basic Service Requirements: CONTRACTOR shall...

- i. Collect MSW and recycling in the city during allowable collection hours. Allowable hours are 7 am to 8 pm.
  - ii. Maintain collection trucks in safe operating condition.
  - iii. Maintain collection trucks so as to prevent waste from leaking out or spilling out onto the city streets.
  - iv. Maintain collection trucks so as to prevent hydraulic or other oil spills or leakage.
  - v. Pick-up any waste that is in the receptacle upon pick-up and falls/spills out during collection.
  - vi. Cover or sufficiently contain all waste/recycling collected so as to prevent it from blowing during transport. CONTRACTOR'S drivers are responsible to ensure blown waste is collected and properly disposed of.
  - vii. Obtain and pay for Spanish Fork business license.
  - viii. Ensure trucks are in good repair. The CITY may require that a collection truck be replaced if the truck is greater than 5-years old and it is deemed by the CITY to be in bad repair. This will be assessed by the CITY as to spills, leaks, excess noise pollution, or the vehicle's overall poor appearance.
  - ix. Clean up all spills or leaks caused by CONTRACTOR immediately whether or not spill/leak occurred on public or private property.
  - x. Add additional trucks and drivers as needed to handle increase in residential units, trash/recycling volume, increase in the difficulty of the service, or other services required and contracted with the CITY. All services in the CITY should be completed within a 5-day work week.
- c. Force Majeure: Neither CONTRACTOR nor CITY shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, labor disputes, storms, riots, flooding, terrorism, fires or acts of God (a "Force Majeure Event"). No contingency under this section shall excuse CITY from its obligation to make prompt payment of monies due and owing for services rendered. During any period when performance of a party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The party claiming inability to perform shall notify the other party as soon as practical upon the beginning and ending of the Force Majeure Event. The parties may make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. If CONTRACTOR is reasonably willing or able to provide some level of the Services during a period of a Force Majeure Event,

CONTRACTOR'S reasonable performance under the circumstances shall be sufficient, and partial performance shall not be considered a breach of performance or Event of Default. If CONTRACTOR is required to incur additional expenses in performing its obligations during a Force Majeure Event or thereafter as a result of damages caused by the Force Majeure Event, CONTRACTOR may pass through those expenses to the CITY. CONTRACTOR and/or CITY may terminate this Agreement if a Force Majeure event continues for more than sixty (60) days.

- d. Publication of Collection Schedule: CONTRACTOR shall provide the CITY with a schedule of collection days and scheduled holiday adjustments for all neighborhoods and areas on an annual basis.
- e. Schedule Adjustments: CONTRACTOR shall submit information to the CITY at least 60 days in advance of any adjustment of collection schedule, outside of holidays. CITY will allow CONTRACTOR to use the CITY's newsletter to inform residents of pick-up information and recycling education.
- f. Customer Service Representative: CONTRACTOR shall provide and maintain a customer service representative at a local access telephone number who shall be available to the CITY and its residents during CONTRACTOR'S normal business hours and on Saturday's when holidays require Saturday collection. CONTRACTOR may use automated answering devices during off hours. CONTRACTOR shall make a good faith effort to resolve customer concerns within seven days after notification.
- g. Accounts: The CITY shall provide a daily (regular working days) list of account closures and new accounts to CONTRACTOR for the purpose of collecting waste. Notification may be made by fax or e-mail, whatever is in the best interest of the CITY.
- h. Problem Accounts: CONTRACTOR shall ensure that a CONTRACTOR representative is able to meet with residents and CITY officials regarding any residential unit that is determined to be a "difficult stop". CONTRACTOR and CITY will work together to determine the best way to safely service these customers.
- i. Receptacle Collection: CONTRACTOR will make every possible attempt to safely service all residential units. If a receptacle is blocked, overloaded, filled with non-acceptable debris, or placed in a bad collection location, driver will take measures to safely dump the receptacle (unless it contains non-acceptable items that cannot be collected at that time – e.g. hot ashes, rocks, etc) then tag the can informing the resident of the issue. If the same

issue persists, driver will leave the receptacle and tag the can indicating why the receptacle was not dumped. Prolonged issues will be handled by CONTRACTOR'S representative by contacting the resident to explain the issue and getting the CITY officials/supervisors involved where needed. CONTRACTOR may receive written notice from the CITY approving the CONTRACTOR to skip a residential unit if the stop is deemed by the CITY to be unsafe/uncollectable.

- j. Radio Communication: CONTRACTOR shall maintain two-way radio communication between the collection vehicles and its central office to permit rapid deployment of crews to assist with problems and/or misses as needed.
- k. Insurance: CONTRACTOR shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees, or subcontractors.
  - i. Coverage Limits shall be at least:
    1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be \$3,000,000.
    2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
    3. Worker's Compensation and Employers Liability: Workers' Compensation limits as required by Utah State law and Employers Liability limits of \$1,000,000 per accident.

**6. Indemnification:**

By CONTRACTOR. CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature (collectively, "Losses"), to the extent alleged and resulting from (i) the sole negligence or willful misconduct of CONTRACTOR and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the services under this Agreement, or (ii) the breach of this Agreement by CONTRACTOR.

By CITY. CITY agrees to indemnify, defend and hold harmless CONTRACTOR, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all Losses to the extent alleged and resulting from (i) the negligence or willful misconduct of City and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors in connection with the performance of their obligations under this Agreement, (ii) the breach of this Agreement by City, or (iii) any Excluded Waste contained in the waste or recyclable material.”

7. **Discontinuation of Service:** The parties acknowledge the important public health and safety issues involved in regularly collecting municipal solid waste/recycling. Therefore, if CONTRACTOR is unable to perform any of its collection obligations set forth in the Agreement for any reason, including “force majeure”, for seven (7) consecutive days or more, the CITY may arrange for the collection and disposal of the waste by any alternative means until such time as CONTRACTOR can continue the service. CONTRACTOR agrees to allow the CITY to use its equipment at no charge in the event of such a contingency.
8. **Default:** Either party shall be considered in default if it fails to comply with any of the requirements of this Agreement. The parties shall be entitled to avail themselves of any remedy available in the State of Utah for any default or other failure to perform that is not specifically provided for in this Agreement.
  - a. Performance Bond: CONTRACTOR shall post an irrevocable letter of credit, or a corporate surety bond, in the form acceptable to the CITY in the amount of Two-hundred Thousand dollars (\$200,000) on or before the effective date of this Agreement. If CONTRACTOR fails to perform pursuant to this Agreement, the CITY may collect on the bond. The performance bond will be renewed annually.
9. **Termination of Agreement:** Either party may terminate this agreement for cause with 30-day written notification after the other party has had a chance to rectify and fix indicated problems (cause).
  - a. Cure Period and Remedy: The party desiring to terminate the Agreement based on cause, shall first give the other party a written notice of the default. If the default is cured within thirty (30) days, the Agreement shall stand in full force and effect. If the default is not cured within thirty (30) days, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. The termination shall not be effective until Ninety (90) days after written notice is given and both parties shall continue to perform respective obligations pursuant to this Agreement until Agreement is fully terminated.

- b. **Change of Laws:** If any federal or state laws are enacted, or if any court cases are decided, that invalidate or disapprove of the types of activities set forth in this Agreement, the parties shall renegotiate the terms of the Agreement relating to the type of activity that is no longer appropriate. If the parties are unable to renegotiate terms, then either party may terminate the Agreement by giving ninety (90) days written notice.

10. **Dispute Resolution:** Both parties desire to resolve disputes short of litigation, if possible. Therefore, before commencing legal action, the parties shall attempt to negotiate a solution, and if unsuccessful, consider mediation or other means of resolving dispute without litigation. If a mediator is used, both parties agree to equally split the cost of the mediator and to select a neutral mediator acceptable to both parties.

11. **Notices:** In the event notice is required to be given by the terms of this agreement, it shall be sufficient if mailed, United States Postal Service, first class mail, addressed as follows:

If to City:

Spanish Fork City

Attn: Public Works Director

40 S. Main

Spanish Fork, Utah 84660

if to Contractor:

Allied Waste Services of Utah County

Attn:

643 W. 700 S.

Pleasant Grove, Utah 84062

12. **Lawful Agreement:** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

13. **Exclusive Agreement:** Both parties understand this Agreement to be an exclusive Agreement between CITY and CONTRACTOR with CONTRACTOR obligated and contracted to provide all municipal solid waste and municipal recycling collection in the CITY.

14. **Utah Law:** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

15. **Amendments or Addendums:** Either party has the right to amend or add an Addendum to this Agreement if is in agreed upon in writing by both parties.
16. **No Presumptions:** Should any provisions of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly applied against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
17. **Binding Agreement:** This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
18. **No Assignment:** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party. CITY's written consent should not be unreasonably withheld, delayed or modified and no consent is required for transfers to affiliates in connection with the sale or purchase of a business.

Spanish Fork City by

\_\_\_\_\_  
Steve Leifson, Mayor

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

and

Allied Waste Services of North America, LLC a Delaware limited liability company d/b/a Allied Waste Services of Utah County and Republic Services of Utah

\_\_\_\_\_  
David Price, General Manager

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



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: August 4, 2014  
Re: Crab Creek Water Rights Statement of Claims

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## Staff Report

### RECOMMENDED ACTION

Approval of the Crab Creek water right statement of claims and authorize the Mayor's signature.

### BACKGROUND

This is water we obtained with the Bow Valley purchase. It has been in various names and this will consolidate it into the City's name. In the future we will submit a change of diversion to take this water at our Crab Creek springs.

Attached: claims



L. WARD WAGSTAFF, No. 5554  
MICHAEL M. QUEALY, No. 2667  
EMILY E. LEWIS, No. 13281  
Assistant Attorneys General  
JOHN E. SWALLOW, No. 5802  
UTAH ATTORNEY GENERAL  
Attorneys for the State Engineer  
1594 West North Temple, Suite 300  
Salt Lake City, Utah 84116  
Telephone: (801) 538-7227

---

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

---

IN THE MATTER OF THE GENERAL  
DETERMINATION OF RIGHTS TO THE  
USE OF WATER, BOTH SURFACE AND  
UNDERGROUND, WITHIN THE  
DRAINAGE AREA OF THE UTAH LAKE  
AND JORDAN RIVER IN UTAH, SALT  
LAKE, DAVIS, SUMMIT, WASATCH,  
SANPETE, AND JUAB COUNTIES IN  
UTAH

Utah County Division  
Birdseye Subdivision  
(Area 51 Book 5)

**SUMMONS**

Civil No. 360057298 (51-5)

Judge Kate A. Toomey

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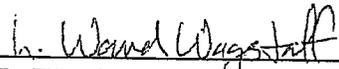
The State of Utah to the said defendant:

You are hereby summoned to appear and defend the above entitled action which is brought for the purpose of making a general determination of the water rights of the Birdseye Subdivision of the Utah County Division. Upon the service of this summons upon you, you will thereafter be subject

to the jurisdiction of the entitled court and it shall be your duty to follow further proceedings in the above entitled action and to protect your rights therein. When the state engineer has completed the survey you will be given a further written notice, either in person or by mail, sent to your last-known address, that you must file a water users claim in this action setting forth the nature of your claim, and said notice will specify the date upon which your water users claim is due and thereafter you must file said claim within the time set and your failure so to do will constitute a default in the premises and a judgment may be entered against you declaring and adjudging that you have no right in or to the waters of described water source.

Dated this 14<sup>th</sup> day of February, 2013.

JOHN E. SWALLOW  
Utah Attorney General

  
L. Ward Wagstaff  
Michael M. Quealy  
Emily E. Lewis  
Assistant Attorneys General

ATTORNEYS FOR UTAH STATE ENGINEER  
1594 West North Temple, Suite 300  
Salt Lake City, UT 84116



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. Based on a review of the records of the Division of Water Rights and a field investigation, it is recommended that the water right listed be DISALLOWED. (See attached memo.)

For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your right. The Staff of the Division of Water Rights has prepared the enclosed form DISALLOWING the water right listed, which you may sign and return if you agree, or you may obtain a blank form upon request.

If you intend to file a Statement of Water User's Claim, you must file it with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-35  
(OWNER/Dis)

-----> D I S A L L O W E D <-----

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 35

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME: Spanish Fork City  
ADDRESS: 40 South Main  
Spanish Fork UT 84660
- B. TYPE OF RIGHT: Diligence Claim No. D269, Disallowed
- C. PRIORITY DATE: 1896

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER: 0.4724 cfs OR 342.0 acre-feet
- B. DIRECT SOURCE: Crab Creek
- C. POINT(S) OF DIVERSION -- SURFACE:  
(1) N 1,601 feet W 1,394 feet from SE corner, Section 2, T 10S, R 3E, SLBM  
DIVERTING WORKS: Crab Creek Ditch  
SOURCE OF POD: Crab Creek
- D. COUNTY: Utah

3. EXPLANATORY:

This water right has been disallowed because the beneficial use is covered by other water rights.

4. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

5. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: 



GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

Division of Water Rights

KENT L. JONES  
State Engineer/Division Director

## MEMORANDUM

**To:** File

**From:** Lindsey Carrigan *lc*

**Date:** July 23, 2014

**Re:** Water Right 51-35

Water right 51-35 was field reviewed on September 19, 2012 by Division of Water Rights staff. Its use is covered by other water rights with earlier priority dates.

Section 73-1-4, Subsection (2)(a) of the "Utah Code Annotated" states:

*"When an appropriator or the appropriator's successor in interest abandons or ceases to use all or a portion of a water right for a period of seven years, the water right or the unused portion of that water right is subject to forfeiture in accordance with Subsection (2)(c), unless the appropriator or the appropriator's successor in interest files a nonuse application with the state engineer."*

Based on this review, it is recommended that water right 51-35 be **DISALLOWED** on the basis of Forfeiture due to non-use described under Section 73-1-4 of the Utah Code.





GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

### Division of Water Rights

MICHAEL R. STYLER  
Executive Director

KENT L. JONES  
State Engineer/Division Director

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-36  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 36

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: Spring

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on spring located:  
South 2,046 feet West 1,065 feet from the NE corner, Sec 14, T10S, R3E, SLBM

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):



6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(~~Owner~~ or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Cuejra



GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

### Division of Water Rights

MICHAEL R. STYLER  
Executive Director

KENT L. JONES  
State Engineer/Division Director

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-259  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 259

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: House Spring #1

C. POINT(S) OF DIVERSION -- SURFACE:  
(1) S 1,453 feet W 490 feet from NE corner, Section 14, T 10S, R 3E, SLBM  
SOURCE OF POD: House Spring #1

D. COUNTY: Utah

3. WATER USE INFORMATION: (The following data is divided into groups according to uses which have supplemental water rights in common.)

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 0.0 units of the Group Total of 725.0000

\*\*\*\*\*

Supplemental Group No. 229002. Water Rights Appurtenant to the following use(s):  
 51-259

DOMESTIC: from JAN 1 to DEC 31. SOLE SUPPLY: Unevaluated families of the Group Total of 1.0000

PLACE OF USE: (which includes all or part of the following legal subdivisions:)

SC	TOWN	RANG	BS	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section	Totals	
				NW	NE	SW	SE															
14	10S	3E	SL				*					X	*				*					0.0000
																					Group Total:	0.0000

\*\*\*\*\*

4. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

5. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant),  by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Caughey



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-302  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 302

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 South Main
Spanish Fork UT 84660
INTEREST: 100%
B. TYPE OF RIGHT: Diligence Claim
C. PRIORITY DATE: 1901

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER: 0.015 cfs
B. DIRECT SOURCE: Dixon Spring
C. POINT OF DIVERSION -- OTHER:
(1) Stockwatering directly on spring located:
North 1,710 feet East 220 feet from the NW corner, Sec 01, T10S, R3E, SLBM.
SOURCE: Dixon Spring
D. COUNTY: Utah
E. STORAGE. Water is to be diverted for storage into:

(1) Unnamed Reservoir, from JAN 1 to DEC 31.  
 CAPACITY: 3.000 acre-feet. INUNDATES: 0.15 acres.  
 Area inundated includes all or part of the following legal subdivisions:

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 10S 3E 01				***					***			X	***			

**3. WATER USE INFORMATION:** (The following data is divided into groups according to uses which have supplemental water rights in common.)

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):  
 51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

Supplemental Group No. 229462. Water Rights Appurtenant to the following use(s):  
 51-302

DOMESTIC: from JAN 1 to DEC 31. SOLE SUPPLY: 1.0000 families

OTHER: from JAN 1 to DEC 31. FISH CULTURE:  
 The Acre Foot SOLE SUPPLY contributed by 51-302 for FISH CULTURE use in this group is 0.369.

Sole supply for fish culture of 0.369 acre-foot is evaporation based on "Consumptive Use of Irrigated Crops in Utah," Research Report 145, Utah Agricultural Experiment Station, Utah State University, Logan, Utah, October 1994, Table 25, "Moroni Station."

**PLACE OF USE:** (which includes all or part of the following legal subdivisions:)

SC TOWN RANG BS	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section Totals
	NW	NE	SW	SE													
01 10S 3E SL				*					*	X			*				0.0000
Group Total:																0.0000	

**4. PLACE OF USE (Stockwatering):** (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 10S 3E 01				***					***			X	***			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23rd day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Aragon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
Executive Director      State Engineer/Division Director

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-303  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 303

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM:

(Printed: 07/23/2014)

Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.

\*\*\*\*\*  
1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%
- B. TYPE OF RIGHT: Diligence Claim
- C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER:
- B. DIRECT SOURCE: Crab Creek
- C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on stream  
from a point:  
North 1,142 feet East 2,619 feet from the SW corner, Sec 1, T10S, R3E, SLBM,  
to a point:  
North 852 feet East 4 feet from the SW corner, Sec 06, T10S, R4E, SLBM.  
SOURCE: Crab Creek
- D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):  
 51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 75.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN	RANG	SEC	NORTH-WEST¼				NORTH-EAST¼				SOUTH-WEST¼				SOUTH-EAST¼							
			NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE				
SL	10S	3E	01					***					***					***			X	X
			12					***		X			***					***				

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
 Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Carizon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. Based on a review of the records of the Division of Water Rights and a field investigation, it is recommended that the water right listed be DISALLOWED. (See attached memo.)

For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your right. The Staff of the Division of Water Rights has prepared the enclosed form DISALLOWING the water right listed, which you may sign and return if you agree, or you may obtain a blank form upon request.

If you intend to file a Statement of Water User's Claim, you must file it with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-371  
(OWNER/Dis)

-----> D I S A L L O W E D <-----

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.



STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 371

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%
- B. TYPE OF RIGHT: Diligence Claim, Disallowed
- C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER: 0.025 cfs
- B. DIRECT SOURCE: Spring
- C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
South 510 feet West 1,500 feet from the NE corner, Sec 2, T10S, R3E, SLBM.  
SOURCE: Spring
- D. COUNTY: Utah

3. EXPLANATORY:

This water right has been disallowed because no identifiable point of diversion was found during the staff evaluation and field investigation. The

beneficial use is covered by other water rights.

4. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

5. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Anizon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. Based on a review of the records of the Division of Water Rights and a field investigation, it is recommended that the water right listed be DISALLOWED. (See attached memo.)

For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your right. The Staff of the Division of Water Rights has prepared the enclosed form DISALLOWING the water right listed, which you may sign and return if you agree, or you may obtain a blank form upon request.

If you intend to file a Statement of Water User's Claim, you must file it with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-374  
(OWNER/Dis)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 374

Civil No. 360057298

\*\*\*\*\* HOW TO USE THIS FORM: (Printed: 07/23/2014) Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court. \*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%

B. TYPE OF RIGHT: Diligence Claim, Disallowed

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.025 cfs

B. DIRECT SOURCE: Spring

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on spring located:  
South 580 feet West 1,085 feet from the NE corner, Sec 02, T10S, R3E, SLBM.  
SOURCE: Spring

D. COUNTY: Utah

3. EXPLANATORY:

This water right has been disallowed because no identifiable point of diversion was found during the staff evaluation and field investigation. The

beneficial use is covered by other water rights.

4. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

5. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Canyon



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Water Rights

KENT L. JONES  
State Engineer/Division Director

## MEMORANDUM

To: File

From: Lindsey Carrigan *Le*

Date: July 23, 2014

Re: Water Rights 51-371 and 51-374

Water rights 51-371 and 51-374 were field reviewed on September 19, 2012, by Division of Water Rights staff. No identifiable points of diversion or evidence of beneficial use were observed during the staff evaluation and field investigation. The beneficial use is covered by other water rights.

Section 73-1-4, Subsection (2)(a) of the "Utah Code Annotated" states:

*"When an appropriator or the appropriator's successor in interest abandons or ceases to use all or a portion of a water right for a period of seven years, the water right or the unused portion of that water right is subject to forfeiture in accordance with Subsection (2)(c), unless the appropriator or the appropriator's successor in interest files a nonuse application with the state engineer."*

Based on this review, it is recommended that water rights 51-371 and 51-374 be **DISALLOWED** on the basis of Forfeiture due to non-use described under Section 73-1-4 of the Utah Code.





GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-539  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 539

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: South Field Spring #1

C. POINT OF DIVERSION -- OTHER:
(1) Stockwatering directly on spring located:
North 1,741 feet East 132 feet from the SW corner, Sec 13, T10S, R3E, SLBM.
SOURCE: South Field Spring #1

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 30.0000 units of the Group Total of 725.0000

**4. PLACE OF USE (Stockwatering):** (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST ¼				NORTH-EAST ¼				SOUTH-WEST ¼				SOUTH-EAST ¼			
	NW	NE	SW	SE												
SL 10S 3E 13					***				***	X			***			

**5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:**

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
 Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: *L. Cauffman*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-540  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 540

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: South Field Spring #2

C. POINT OF DIVERSION -- OTHER:
(1) Stockwatering directly on spring located:
North 580 feet East 811 feet from the SW corner, Sec 13, T10S, R3E, SLBM.
SOURCE: South Field Spring #2

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 10S 3E 13				***					***			X	***			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
 Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Cannon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-541  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 541

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: South Field Spring #3

C. POINT OF DIVERSION -- OTHER:
(1) Stockwatering directly on spring located:
North 702 feet East 214 feet from the SW corner, Sec 13, T10S, R3E, SLBM.
SOURCE: South Field Spring #3

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):



6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Cauffman



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-542  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 542

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: South Field Spring #4

C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
North 1,985 feet West 1,199 feet from the SE corner, Sec 14, T10S, R3E, SLBM  
SOURCE: South Field Spring #4

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

**4. PLACE OF USE (Stockwatering):** (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST ¼				NORTH-EAST ¼				SOUTH-WEST ¼				SOUTH-EAST ¼			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 10S 3E 14					***					***				***		X

**5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:**

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [  ] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Quinn



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-543  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 543

Civil No. 360057298

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HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
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1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.004 cfs

B. DIRECT SOURCE: Upper Spring

C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
South 2,405 feet East 201 feet from the NW corner, Sec 13, T10S, R3E, SLBM.  
SOURCE: Upper Spring

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN	RANG	SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4						
			NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE			
SL	10S	3E	13		X		***					***					***				

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carney



GARY R. HERBERT  
*Governor*  
 SPENCER J. COX  
*Lieutenant Governor*

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
 TO WATER USER  
 OF  
 COMPLETION OF SURVEY  
 AND  
 DIRECTION TO FILE  
 STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
 (51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
 State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-544  
 (OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 544

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: Middle Spring

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on spring located:

South 2,574 feet East 1,088 feet from the NW corner, Sec 13, T10S, R3E, SLBM

SOURCE: Middle Spring

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN	RANG	SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4			
			NW	NE	SW	SE												
SL	10S	3E	13		X		***				***				***			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: L. Cavigon



GARY R. HERBERT  
*Governor*  
 SPENCER J. COX  
*Lieutenant Governor*

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
 TO WATER USER  
 OF  
 COMPLETION OF SURVEY  
 AND  
 DIRECTION TO FILE  
 STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
 (51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
 State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-545  
 (OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 545

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.011 cfs

B. DIRECT SOURCE: Lower Spring

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on spring located:

South 2,574 feet East 1,818 feet from the NW corner, Sec 13, T10S, R3E, SLBM
SOURCE: Lower Spring

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4						
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE			
SL 10S 3E 13				X	***					***					***				

LIMITATION(S) -- WATER RIGHT 51 - 545 is limited to:  
an annual diversion for STOCKWATERING of 0.4833 acre-feet.

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: *L. Carignan*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-565  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 565

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

- A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%
- B. TYPE OF RIGHT: Diligence Claim
- C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER: 0.025 cfs
- B. DIRECT SOURCE: Spring
- C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
South 184 feet West 2,086 feet from the NE corner, Sec 1, T10S, R3E, SLBM.
- D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 30.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST¼	NORTH-EAST¼	SOUTH-WEST¼	SOUTH-EAST¼
	NW NE SW SE			
SL 10S 3E 01	LOT 2			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: *K. L. Jones*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-630  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 630

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.025 cfs

B. DIRECT SOURCE: Spring

C. POINT OF DIVERSION -- OTHER:
(1) Stockwatering directly on spring located:
South 2,344 feet East 1,726 feet from the NW corner, Sec 36, T9S, R3E, SLBM.

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29, 30, 36, 259, 299, 300, 302, 303, 344, 356, 371(Disallowed), 374(Disallowed),  
539, 540, 541, 542, 543, 544, 545, 565, 578, 627, 630, 636, 637, 646, 666, 679, 3429, 4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 30.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4						
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE			
SL 9S 3E 36				X	***					***					***				

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_  
(Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carign



GARY R. HERBERT  
*Governor*  
 SPENCER J. COX  
*Lieutenant Governor*

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
 TO WATER USER  
 OF  
 COMPLETION OF SURVEY  
 AND  
 DIRECTION TO FILE  
 STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
 (51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
 State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-646  
 (OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 646

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM:

(Printed: 07/23/2014)

Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.

\*\*\*\*\*  
1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660  
INTEREST: 100%

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER:

B. DIRECT SOURCE: Anderson Hollow

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on stream  
from a point:

North 294 feet East 1 feet from the SW corner, Sec 10, T10S, R3E, SLBM,  
to a point:

South 1,402 feet East 2,067 feet from the NW corner, Sec 15, T10S, R3E, SLBM  
SOURCE: Anderson Hollow

D. COUNTY: Utah

**3. WATER USE INFORMATION:**

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):  
 51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 20.0000 units of the Group Total of 725.0000

\*=====\*

**4. PLACE OF USE (Stockwatering):** (which includes all or part of the following legal subdivisions:)

BASE	TOWN	RANG	SEC	NORTH-WEST $\frac{1}{4}$		NORTH-EAST $\frac{1}{4}$		SOUTH-WEST $\frac{1}{4}$		SOUTH-EAST $\frac{1}{4}$					
				NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL	10S	3E	10	LOT 4											
			15	LOT 3											
			15	LOT 4											

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carizon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-666  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 666

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/23/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660  
INTEREST: 100%

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.025 cfs

B. DIRECT SOURCE: Spring

C. POINT(S) OF SPRING:  
(1) N 506 feet E 103 feet from SW corner, Section 31, T 9S, R 4E, SLBM

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Disallowed),374(Disallowed),  
539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 20.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4	NORTH-EAST 1/4	SOUTH-WEST 1/4	SOUTH-EAST 1/4
	NW NE SW SE			
SL 9S 4E 31	LOT 9			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carignan



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: APRIL 17, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-3429  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 3429

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM:

(Printed: 07/23/2014)

Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.

\*\*\*\*\*  
1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.009 cfs

B. DIRECT SOURCE: Spring

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on spring located:  
North 663 feet East 1,557 feet from the SW corner, Sec 31, T9S, R4E, SLBM.

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29, 30, 36, 259, 299, 300, 302, 303, 344, 356, 371(Disallowed), 374(Disallowed),  
 539, 540, 541, 542, 543, 544, 545, 565, 578, 627, 630, 636, 637, 646, 666, 679, 3429, 4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 20.0000 units of the Group Total of 725.0000

4. PLACE OF USE (Stockwatering): (which includes all or part of the following legal subdivisions:)

BASE TOWN RANG SEC	NORTH-WEST 1/4				NORTH-EAST 1/4				SOUTH-WEST 1/4				SOUTH-EAST 1/4			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL 9S 4E 31				***					***			X	***			

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
 Selby O. Dixon (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Notary's Signature

## 6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carignan



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Water Rights

KENT L. JONES  
State Engineer/Division Director

## MEMORANDUM

**To:** File

**From:** Lindsey Carrigan *lc*

**Date:** July 23, 2014

**Re:** Water Right 51-3429

Spanish Fork City desired to update title to water right 51-3429 which was previously published in a Proposed Determination under ownership of Selby O. Dixon; however, records show that the original Water User's Claim was filed by Don S. Oberhansly. The chain of title of the property reported by Spanish Fork City does not show Selby O. Dixon at any time. It appears that Selby O. Dixon was published as the water right owner by error. Since a new proposed determination is forthcoming, petitioning the court to amend the previous Proposed Determination will be forgone and Spanish Fork City will have the opportunity to submit a Water User's Claim as owner and will be published as the owner of record in the new Proposed Determination. The chain of title as reported by Spanish Fork City is attached and is summarized below.

- 1971 Warranty Deed from Don S. Oberhansly to Howard and Larry Francis (Book 1804, Page# 528), West 1/2 of section 31, T 9S, R 4E SLBM
- 1990 Quit Claim Deed from Larry Francis to Bow Valley Development (Book 2673, Page# 433) all of section 31, T 9S, R 4E SLBM (only West 1/2 highlighted in deed)
- 1990 Quit Claim Deed from Howard Francis to Bow Valley Development (Book 2673, Page# 430), all of section 31, T 9S, R 4E SLBM (only West 1/2 highlighted in deed)
- 1991 Warranty Deed from Bow Valley Development to Spanish Fork City (Book 2792, Page# 567), all of section 31, T 9S, R 4E SLBM





GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 23, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-4219  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 4219

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/23/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.015 cfs

B. DIRECT SOURCE: Spring

C. POINT(S) OF SPRING:
(1) N 1,890 feet E 1,754 feet from NW corner, Section 36, T 9S, R 3E, SLBM

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):



6. CERTIFICATE OF SERVICE:

I hereby certify that on the 23<sup>rd</sup> day of July, 2013,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: *L. Canyon*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-220  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM  
Water Right No. 51 - 220  
Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/29/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1900

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 1.0 cfs FULL SUPPLY EQUIVALENCE: 19.4%

B. DIRECT SOURCE: Crab Creek

C. POINT(S) OF DIVERSION -- SURFACE:  
(1) N 1,671 feet W 1,394 feet from SE corner, Section 2, T 10S, R 3E, SLBM  
DIVERTING WORKS: Crab Creek Ditch  
SOURCE OF POD: Crab Creek  
(2) S 1,485 feet W 1,984 feet from NE corner, Section 21, T 10S, R 3E, SLBM  
DIVERTING WORKS: Sunny Slope Ditch  
SOURCE OF POD: Bennie Creek

D. COUNTY: Utah

**3. WATER USE INFORMATION:** (The following data is divided into groups according to uses which have supplemental water rights in common.)  
 Supplemental Group No. 228514. Water Rights Appurtenant to the following use(s): 51-220  
 IRRIGATION: from APR 1 to OCT 31. SOLE SUPPLY: 33,7300 acres  
 PLACE OF USE: (which includes all or part of the following legal subdivisions:)

Section	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				
Totals	NM	NE	SM	SE													
11 10S 3E SL				*				*					*				X
Group Total:	33,7300																

Supplemental Group No. 230191. Water Rights Appurtenant to the following use(s): 51-220,263,3964  
 IRRIGATION: from APR 1 to OCT 31. SOLE SUPPLY: 1,9200 acres  
 of the Group Total of 51,9200  
 PLACE OF USE: (which includes all or part of the following legal subdivisions:)

Section	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				
Totals	NM	NE	SM	SE													
13 10S 3E SL	X							*					*				
14 10S 3E SL								*					*				
Group Total:	51,9200																

**4. EXPLANATORY:**  
 LIMITATION(S) -- WATER RIGHT 51 - 220 is limited to:  
 the sole IRRIGATION requirements of 35.6500 acres.

This water right is based on a diligence claim that was not included in the McCarty Decree. Water is available for this water right when the Spanish Fork River stage is at or above 344.5 cfs and all of the water rights decreed in the McCarty Decree are being met. Water has rarely, if ever, been available under this water right, because of the right's late priority date (1900 or later). In effect, water has historically been delivered to the land described in this right by spreading it from water rights and lands described in the McCarty Decree.  
 The following water right was renumbered and consolidated into this water right: 51-3965.

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 19<sup>th</sup> day of July, 2014, a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City

(Owner or Claimant), [X] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By:

*J. Caughn*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-263  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 263

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/29/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree
on which the following Change Application(s) have been filed:
Change Application No. a38709, Approved

C. PRIORITY DATE: 1879

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.2 cfs FULL SUPPLY EQUIVALENCE: 39.5%

B. DIRECT SOURCE: Bennie Creek

C. POINT(S) OF DIVERSION -- SURFACE:

- (1) S 2,549 feet E 140 feet from NW corner, Section 14, T 10S, R 3E, SLBM
DIVERTING WORKS: Sunny Slope Ditch
SOURCE OF POD: Anderson Hollow
(2) S 1,506 feet E 2,358 feet from NW corner, Section 14, T 10S, R 3E, SLBM
SOURCE OF POD: Keith's Draw Stream
(3) S 1,411 feet W 113 feet from NE corner, Section 21, T 10S, R 3E, SLBM
DIVERTING WORKS: Sunny Slope Ditch
SOURCE OF POD: West Mahogany Ridge Stream
(4) S 1,485 feet W 1,984 feet from NE corner, Section 21, T 10S, R 3E, SLBM
DIVERTING WORKS: Sunny Slope Ditch
SOURCE OF POD: Bennie Creek

(5) S 79 feet W 2,445 feet from NE corner, Section 22, T 10S, R 3E, SLBM  
 DIVERTING WORKS: Sunny Slope Ditch  
 SOURCE OF POD: East Mahogany Ridge Stream  
 (6) S 1,685 feet E 503 feet from NW corner, Section 22, T 10S, R 3E, SLBM  
 DIVERTING WORKS: Sunny Slope Ditch  
 SOURCE OF POD: Middle Mahogany Ridge Stream

D. COUNTRY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 230191. Water Rights Appurtenant to the following use(s):  
 51-220,263,3964

IRRIGATION: from APR 1 to OCT 31. SOLE SUPPLY: 7.0000 acres of the Group Total of 51.9200

PLACE OF USE: (which includes all or part of the following legal subdivisions):

-----Northwest Quarter-----*-----												-----Northeast Quarter-----*-----												-----Southwest Quarter-----*-----												-----Southeast Quarter-----*-----											
SC TOWN	RANG	BS	NW	NE	SW	SE	* NM	NE	SW	SE	* NM	NE	SW	SE	* NM	NE	SW	SE	* NM	NE	SW	SE	* NM	NE	SW	SE	Totals																				
13	10S	3E	SL	X						*					*					*							25.3200																				
14	10S	3E	SL					X		*					*					*							26.6000																				
Group Total:																								51.9200																							

LIMITATION(S) -- WATER RIGHT 51 - 263 is limited to:  
 the sole IRRIGATION requirements of 7.0000 acres.

4. EXPLANATORY:

This water right is a Second Class McCarty Decree right. Second Class water is available at two different levels depending upon the stage of the Spanish Fork River. When the river stage is greater than 253.5 cfs, all of the Second Class rights cannot exceed 2% of the river flow. When the river stage is greater than 118.4 cfs and less than 253.5 cfs, all of the Second Class rights cannot exceed 1% of the river flow. The availability and the acre-foot amount of water delivered to the irrigated land under this Second Class water right are limited by the priority date (1879 or later).

The following water rights were renumbered and consolidated into this water right: 51-622, 51-623, 51-624, 51-625, and 51-626.

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

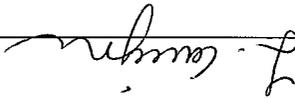
I hereby certify that on the 29th day of July, 2014, a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By:





GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

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The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-578  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 578

Civil No. 360057298

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HOW TO USE THIS FORM: (Printed: 07/29/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 South Main  
Spanish Fork UT 84660  
INTEREST: 100%

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 0.025 cfs

B. DIRECT SOURCE: Spring

C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
North 1,566 feet West 1,518 feet from the SE corner, Sec 1, T10S, R3E, SLBM.

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 228992. Water Rights Appurtenant to the following use(s):

51-29,30,36,259,299,300,302,303,344,356,371(Distal1owed),374(Distal1owed),  
 539,540,541,542,543,544,545,565,578,627,630,636,637,646,666,679,3429,4218,  
 4219

STOCKWATER: from JAN 1 to DEC 31. SOLE SUPPLY: 11.0000 units of the Group Total of 725.0000

=====\*

**4. PLACE OF USE (Stockwatering):** (which includes all or part of the following legal subdivisions:)

NORTH-WEST%	NORTH-EAST%	SOUTH-WEST%	SOUTH-EAST%
NW NE SW SE	NW NE SW SE	NW NE SW SE	NW NE SW SE
***	***	***	***
			X
BASE TOWN RANG SEC	SL 10S 3E 01		

**5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:**

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH

)  
 ) SS  
 )  
 COUNTY OF \_\_\_\_\_

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation  
 Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Caizn



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-622  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 622

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/29/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree
on which the following Change Application(s) have been filed:
Change Application No. a38709, Approved

C. PRIORITY DATE: 1879

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-263

1. EXPLANATORY:

This water right was renumbered to water right 51-263.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH  
)  
) SS  
)  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Spanish Fork City, a Municipal Corporation  
Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Cavign



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-623  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM  
Water Right No. 51 - 623  
Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/29/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree  
on which the following Change Application(s) have been filed:  
Change Application No. a38709, Approved

C. PRIORITY DATE: 1879

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-263

1. EXPLANATORY:

This water right was renumbered to water right 51-263.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
) SS )  
) \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation  
Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [  ] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Canison



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-624  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 624

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/29/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree
on which the following Change Application(s) have been filed:
Change Application No. a38709, Approved

C. PRIORITY DATE: 1875

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-263

1. EXPLANATORY:

This water right was renumbered to water right 51-263.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH  
)  
) SS  
)  
\_\_\_\_\_  
COUNTY OF

The undersigned swears on oath that they make and certify this water user's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Spanish Fork City, a Municipal Corporation  
Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [  ] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Cawign



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-625  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 625

Civil No. 360057298

\*\*\*\*\*

HOW TO USE THIS FORM:

(Printed: 07/29/2014)

Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.

\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree  
on which the following Change Application(s) have been filed:

Change Application No. a38709, Approved

C. PRIORITY DATE: 1879

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-263

1. EXPLANATORY:

This water right was renumbered to water right 51-263.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH

)  
) SS  
)  
\_\_\_\_\_ )  
COUNTY OF

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

Spanish Fork City, a Municipal Corporation  
Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Carigan



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-626  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 626

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/29/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim  
on which the following Change Application(s) have been filed:  
Change Application No. a38709, Approved

C. PRIORITY DATE: 1879

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-263

1. EXPLANATORY:

This water right was renumbered to water right 51-263.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH  
)  
) SS  
)  
\_\_\_\_\_ )  
COUNTY OF )

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Spanish Fork City, a Municipal Corporation  
Title: \_\_\_\_\_ (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: *L. Carignu*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

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If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-627  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 627

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/29/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

A. QUANTITY OF WATER:

B. DIRECT SOURCE: Aggie Creek

C. POINT OF DIVERSION -- OTHER:

(1) Stockwatering directly on stream
from a point:

South 1,362 feet East 1,765 feet from the NW corner, Sec 13, T10S, R3E, SLBM

to a point:

North 2,134 feet West 2,408 feet from the SE corner, Sec 13, T10S, R3E, SLBM

SOURCE: Aggie Creek

D. COUNTY: Utah



6. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of Water Users Claim was served on  
Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Aragon



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The State Engineer's investigation shows you may be a claimant of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form, except for name and address, will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning the water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

Signing and submitting the Statement of Water User's Claim form will not update ownership of the water right with the Division of Water Rights. If title to a water right needs to be updated, you must prepare and file a separate Report of Water Right Conveyance. Unless a valid Report of Water Right Conveyance has been filed with the State Engineer, water rights in the Proposed Determination will be recognized in the name of the owner identified in the records of the Division of Water Rights.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-679  
(CLAIM/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 679

Civil No. 360057298

\*\*\*\*\*

HOW TO USE THIS FORM: (Printed: 07/29/2014)

Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.

Signing and returning this form will not update ownership with the Division of Water Rights. If title to a water right needs to be updated, you must prepare and file a separate Report of Water Right Conveyance.

\*\*\*\*\*

1. WATER RIGHT AND CLAIMANT INFORMATION:

- A. NAME: High Desert Enterprises LLC (et al)  
ADDRESS: c/o Mike Moore  
21387 E Excelsior Av  
Queen Creek AZ 85142
  
- NAME: Spanish Fork City  
ADDRESS: 40 South Main  
Spanish Fork UT 84660

- B. TYPE OF RIGHT: Diligence Claim
- C. PRIORITY DATE: 1850

2. SOURCE INFORMATION:

- A. QUANTITY OF WATER: 0.025 cfs
- B. DIRECT SOURCE: Spring
- C. POINT OF DIVERSION -- OTHER:  
(1) Stockwatering directly on spring located:  
North 2,384 feet East 1,765 feet from the SW corner, Sec 31, T9S, R4E, SLBM.
- D. COUNTY: Utah



High Desert Enterprises LLC (et al) Title: (Individual or Office)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_, 20 \_\_\_

Notary's Signature

Spanish Fork City Title: (Individual or Office)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_, 20 \_\_\_

Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 29th day of July, 2014, a true and correct copy of this statement of water users claim was served on

High Desert Enterprises LLC (et al)

Spanish Fork City

(Owner or Claimant), [X] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: f. [Signature]



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-3964  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 3964

Civil No. 360057298

\*\*\*\*\*
HOW TO USE THIS FORM: (Printed: 07/29/2014)
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation
ADDRESS: 40 S. Main
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Decree
on which the following Change Application(s) have been filed:
Change Application No. a38709, Approved

C. PRIORITY DATE: 1890

2. SOURCE INFORMATION:

A. QUANTITY OF WATER: 1.0 cfs FULL SUPPLY EQUIVALENCE: 19.4%

B. DIRECT SOURCE: Bennie Creek

C. POINT(S) OF DIVERSION -- SURFACE:
(1) S 1,485 feet W 1,984 feet from NE corner, Section 21, T 10S, R 3E, SLBM
DIVERTING WORKS: Sunny Slope Ditch
SOURCE OF POD: Bennie Creek

D. COUNTY: Utah

3. WATER USE INFORMATION:

Supplemental Group No. 230191. Water Rights Appurtenant to the following use(s):  
51-220,263,3964

IRRIGATION: from APR 1 to OCT 31. SOLE SUPPLY: 43.0000 acres of the Group Total of 51.9200

PLACE OF USE: (which includes all or part of the following legal subdivisions):

Section	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter			
Totals	NW	NE	SW	SE	* NW	* NE	* SW	* SE	* NW	* NE	* SW	* SE	* NW	* NE	* SW	* SE
13 10S 3E SL	X								*							
14 10S 3E SL																*
Group Total:	51.9200															

LIMITATION(S) -- WATER RIGHT 51 - 3964 is limited to:  
the sole IRRIGATION requirements of 43.0000 acres.

4. EXPLANATORY:

This water right is a Third Class McCarty Decree right. Third Class water is available when the Spanish Fork River stage is at or above 344.5 cfs. The availability and the acre-foot amount of water delivered to the irrigated land under this Third Class water right are limited by the priority date (1890 or later).

5. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation (Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

6. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014, a true and correct copy of this statement of Water Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [ ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By:

*J. Gwynn*



GARY R. HERBERT  
Governor  
SPENCER J. COX  
Lieutenant Governor

**State of Utah**  
**DEPARTMENT OF NATURAL RESOURCES**  
**Division of Water Rights**

MICHAEL R. STYLER      KENT L. JONES  
*Executive Director*      *State Engineer/Division Director*

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

NOTICE  
TO WATER USER  
OF  
COMPLETION OF SURVEY  
AND  
DIRECTION TO FILE  
STATEMENT OF WATER USER'S CLAIM

CIVIL NO. 360057298  
(51 - 5)

\*\*\*\*\*

The records of the State Engineer show that you are an owner of a right to the use of water within Area 51, Book 5. You are hereby notified that the State Engineer has completed a hydrographic survey of all water sources, conveyance facilities, and water uses within the area covered by Area 51, Book 5. This information will be the basis for the State Engineer's report, recommendation, and proposed determination to the court as to how the water rights should be recognized. For each water right you claim, Title 73, Chapter 4 of the Utah Code requires you to file a written Statement of Water User's Claim, signed and verified on oath, setting forth the facts relating to your rights. The Staff of the Division of Water Rights has prepared the enclosed form you may use to make your claim, or you may obtain a blank form upon request. At this time, it is anticipated that the information shown on the enclosed form will be included in the Proposed Determination of Water Rights as the State Engineer's recommendation concerning your water right.

You must file the Statement of Water User's Claim with the Division of Water Rights within ninety (90) days after the date this notice is sent to you. After the Proposed Determination has been completed, the Division of Water Rights will file all claims with the District Court.

The Statement of Water User's Claim form you have received represents the water right of record with the Division of Water Rights. IF YOU CLAIM OTHER RIGHTS TO THE USE OF WATER IN THIS AREA 51, BOOK 5, FAILURE TO FILE A CLAIM FOR SUCH RIGHTS WITHIN THE TIME ALLOWED WILL FOREVER BAR AND ESTOP YOU FROM SUBSEQUENTLY ASSERTING THOSE RIGHTS, AND THEY SHALL BE HELD TO HAVE BEEN FORFEITED.

If you have any questions, please contact LINDSEY CARRIGAN AT (385)-226-7805.

DATED: JULY 29, 2014

KENT L. JONES, P.E.  
State Engineer/Division Director

Enclosure: Statement of Water User's Claim Form No. 51-3965  
(OWNER/1)

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF ALL THE WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF THE UTAH LAKE & JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT, WASATCH, AND SANPETE COUNTIES.

STATEMENT OF WATER USER'S CLAIM

Water Right No. 51 - 3965

Civil No. 360057298

\*\*\*\*\*  
HOW TO USE THIS FORM: (Printed: 07/29/2014)  
Review the information on this form carefully. This Statement of Water User's Claim form is important to you in asserting your water rights in the pending judicial adjudication described above. Under Utah law, unless you file a written Statement of Water User's Claim in a timely manner, your water rights may not be recognized and you cannot assert them further. The State Engineer has made a hydrographic survey of this area, which includes your water right and uses. Your receipt of this form constitutes notice to you that the survey is completed. Your signed and verified Statement of Water User's Claim must be filed within 90 days after service of this notice to you. If you agree with the information and accept it as your Statement of Water User's Claim, sign the form and return it to the Division of Water Rights. The Division of Water Rights is authorized to receive your Statement of Water User's Claim for the clerk of the court and will file it with the District Court.  
\*\*\*\*\*

1. WATER RIGHT AND OWNERSHIP INFORMATION:

A. NAME: Spanish Fork City, a Municipal Corporation  
ADDRESS: 40 S. Main  
Spanish Fork, UT 84660

B. TYPE OF RIGHT: Diligence Claim

C. PRIORITY DATE: 1900

D. STATUS: RENUMBERED. This Water Right was renumbered to Water Right: 51-220

1. EXPLANATORY:

This water right was renumbered to water right 51-220.

2. CERTIFICATION OF CLAIM AND WAIVER OF SUMMONS:

The undersigned hereby enters their appearance in this water adjudication proceeding, waives service of summons or other process and acknowledges service of the notice of completion as required by Sections 73-4-3 and 73-4-4 of the Utah Code, and consents to receipt of an electronic copy of the State Engineer's proposed determination of water rights.

STATE OF UTAH

)  
) SS  
)  
COUNTY OF \_\_\_\_\_

The undersigned swears on oath that they make and certify this Water User's Claim either as the claimants themselves or as the duly-authorized agent of the claimant, that they have read and know the contents of the claim, that they sign the same, and that the information supplied therein is true to the best of their knowledge and belief.

\_\_\_\_\_ Title: \_\_\_\_\_  
Spanish Fork City, a Municipal Corporation  
(Individual or Office)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary's Signature

3. CERTIFICATE OF SERVICE:

I hereby certify that on the 29<sup>th</sup> day of July, 2014,  
a true and correct copy of this Statement of ~~Water~~ Users Claim was served on

Spanish Fork City, a Municipal Corporation

(Owner or Claimant), [] by mail to the address shown, or [  ] in person.

KENT L. JONES, P.E., State Engineer of the State of Utah

By: J. Auger



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: August 19, 2014  
Re: Nebo, Canyon, Flonette Subdivision Rebuild Change Order 2

---

## Staff Report

### RECOMMENDED ACTION

Approval of the Nebo, Canyon, Flonette Subdivision Rebuild Change Order 2 for the amount of \$4,725.

### BACKGROUND

The gas laterals will need to be replaced to 5 homes in order install the storm water trunkline in Canyon Drive. Questar will pay to install these new lines but we will need to pay the contractor for additional excavation to facilitate in their installation.

Attached: agreement



# Spanish Fork City

## Contract Change Order

**Change Order Number: 2**

Contract for	Nebo/Canyon/Flonette Rebuild 2014	Date	8/7/2014
Owner	Spanish Fork City		
To	KK&L		

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Excavation for Gas Services - 5 services @ \$945.00 each		\$4,725.00
<b>TOTALS :</b>	\$-	\$4,725.00
<b>NET CHANGE IN CONTRACT PRICE :</b>		\$4,725.00

**JUSTIFICATION**

The existing gas services in Canyon Drive will need to be looped under the proposed storm drain line. The existing gas services are metal and will need to be replaced with poly. This will require additional excavation. This is an unforeseen condition that has to be fixed.

The amount of the contract will be increased by the sum of : Four Thousand Seven Hundred Twenty Five and 00/100 Dollars  
Dollars \$4,725.00

The contract total including this and previous change orders will be : One Million Five Hundred Seventy Eight Thousand Four Hundred Sixty Two & 20/100 Dollars \$1,578,462.20

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

No time will be added to the deadline on this contract

Recommended: \_\_\_\_\_  
Engineering Division Manager

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

Approved: \_\_\_\_\_  
Public Works Director

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

Approved: \_\_\_\_\_  
Mayor

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

Accepted: \_\_\_\_\_  
Contractor

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







**TO:** Spanish Fork City Mayor and Council

**FROM:** Dave Anderson, Community and Economic Development Director

**DATE:** August 16, 2014

**RE:** Utah County Citizenserve License

Spanish Fork City contracts with Citizenserve to provide electronic application services to the City's Community Development Department. As a courtesy to Utah County, Spanish Fork City has provided Utah County with a license to use the City's Citizenserve system as long as Utah County reimburses the City for the cost of the license.

The accompanying contract has been prepared by Utah County, staff understands the County would like to formalize the current agreement relative to access to Citizenserve. While staff has no concerns with the attached contract, staff also doesn't necessarily see a need for it, at least as far as Spanish Fork is concerned. In short, if Utah County reimburses Spanish Fork City for a Citizenserve license then we would provide them with a license. If Utah County were to stop reimbursing Spanish Fork for a license, then the license would be dropped, the cost to the City would be reduced and their access to Citizenserve would cease.

Nonetheless, staff believes it is appropriate to approve the attached contract.

attachment: proposed contract



**AGREEMENT**

This Agreement is made, and entered this \_\_\_\_ day of August, 2014, by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as County; and Spanish Fork City, Utah, with its principal place of business at 40 South Main Street, Spanish Fork City, UT 84660, hereinafter referred to as City.

**RECITALS**

Whereas, Online Solutions, LLC (“CitizenServe”) with its principal place of business at 1101 East Warner, Suite 160, Tempe, AZ 85284, and City entered into a Service Agreement for the use of certain CitizenServe software services (the “Service Agreement”); and

Whereas, City desires to allow County to use one of the user subscriptions held by City pursuant to the Service Agreement; and

Whereas, CitizenServe has consented to the use by the County of one of the user subscriptions held by City pursuant to the Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**1. DESCRIPTION OF SERVICES**

City agrees that County is entitled to the full use of one of the CitizenServe user subscriptions held by City pursuant to the Service Agreement.

**2. COMPENSATION AND PAYMENT**

The County shall pay to the City the pro rata amount (per subscription amount) paid by the City to CitizenServe for one user subscription (the current amount is \$1,200.00 per year).

The City shall invoice County on an annual basis after the City has paid CitizenServe for the use of the CitizenServe user subscription. Invoices shall be mailed to the Utah County Auditor, 100 East Center Street #3600, Provo, UT 84606. Invoices shall be due and payable within 30 days after receipt of invoice.

**3. TERM**

The term of this Agreement is from August 1, 2014 until July 31, 2015, and shall automatically renew for additional terms of one year each, unless notice of termination is provided as described in paragraph 7.

**4. INDEPENDENT CONTRACTOR**

- a. City states and affirms that it is acting as an independent contractor, and that this Agreement is not exclusive of other agreements, contracts or opportunities.
- b. The compensation provided for herein shall be the total compensation payable hereunder by County.

**5. GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

**6. SUCCESSORS AND ASSIGNMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto. Neither City nor County shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

**7. TERMINATION**

This Agreement may be terminated for any reason by either party at the end of the then current term, upon thirty (30) days advance written notice to the other party.

**8. MODIFICATIONS**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or any authorized representative of each party.

**9. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

**10. INTERPRETATION**

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders and business entities. The Recitals are incorporated herein, as a part of this Agreement. The paragraph and section headings are for convenience only and do not constitute a part of the provisions hereof. Waiver by either party of any provision or term of this Agreement shall not be construed by the other party as a waiver of any subsequent breach of the same provision or term.

**11. NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

**12. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,  
UTAH COUNTY, UTAH

\_\_\_\_\_  
GARY J. ANDERSON, Chairman

ATTEST:  
BRYAN E. THOMPSON  
Utah County Clerk/Auditor

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JEFFREY R. BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy Utah County Attorney

SPANISH FORK CITY

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder



**TO:** Spanish Fork City Mayor and City Council  
**FROM:** Dave Anderson, Community and Economic Development Director  
**DATE:** August 19, 2014  
**RE:** Amendments to Title 15

The correspondence is provided relative to proposed amendments to Title 15.

One change pertains to raising the maximum height for principal buildings in most residential zones. At present, the maximum allowed height in most residential zones is 30'. It is proposed that the maximum allowed height be raised to 35' for principal dwellings in all residential zones.

A second change would make Solid Waste Transfer Facilities a permitted use in the Public Facilities Zone while removing it as a permitted use in the Industrial 3 zone. This change would also modify the definition of a Solid Waste Transfer Facility to clarify that it must be a fully-enclosed operation.

The specific text modifications and proposed ordinance are attached to this report.

The Development Review Committee has reviewed these proposed changes and recommends that they be approved. The Planning Commission has also recommended that the proposed changes be approved. Draft minutes from the Planning Commission's meeting read as follows:

**Title 15 Height Restriction**

**Applicant:** Kyle Robinson

**General Plan:** City Wide

**Zoning:** City Wide

**Location:** City Wide

Dave Anderson addressed the Commission stating occasionally there are unintended consequences when revisions of the Municipal Code are made. One of the changes that was done in March of 2014 changed the way the City measured the height of primary residential buildings. When the change was implemented, the maximum height of a primary residential building changed to 30'. The applicant caught this error when he was preparing to submit building plans for his home, which is similar to the home that is built across the street, and realized the plans no longer meet the City's primary residential building height by a few feet.



Chairman Gonzales asked if there was a clause about antennas or auxiliary structures that would be used to measure the height. Dave Anderson stated that it will be the height of the physical roof.

Chairman Gonzales opened the hearing for public comment.

There were no comments.

Chairman Gonzales closed the hearing for public comment.

There were no comments from the Commission.

Commissioner Tagg **moved** to recommend that the City Council approve the Title 15 Height Restriction Zone Text Amendment for residential structures changing the maximum height from 30 feet to 35 feet in all residential zones.

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

### **Title 15 Transfer Station Amendment**

**Applicant:** Spanish Fork City

**General Plan:** City Wide

**Zoning:** City Wide

**Location:** City Wide

There is currently a Transfer Station in Springville next to Love's Truck Stop. This is the type of use that this language envisions and is talking about. Dave Anderson read the proposed new definition of a Solid Waste Transfer Station. This facility will only be able to be conducted by a public facility.

Chairman Gonzales asked about how the City will police the policy of not having debris outside the building like the Transfer Station in Springville has. Dave Anderson stated the facility in Springville would not qualify under this new proposed Zone Text Change as all products must be delivered into the building, and nothing is to be stored outside the building.

Commissioner Gonzales asked why it is important to have this facility in Spanish Fork. Dave Anderson stated the City is part of a district and the district realizes the current location is not going to function well over time. As a member of the district, as well as having the transfer station close to the residents of Spanish Fork, the City has some skin in the game by working to keep waste management costs down for residents. Another benefit is by pulling utilities, sewer and water, out to the proposed site it could potentially help encourage other developments to be constructed.

Commissioner Tanner asked if recycling and green waste or compost would be allowed uses for this facility. Commissioner Fallon asked if the composting process would be required to be outside for weathering. Dave Anderson said that it would not be an allowed use if it was stored outside. The way the proposal has been described to Dave Anderson, the new Transfer Station is supposed to be a better neighbor than what is currently being utilized in Springville.

Dave Anderson stated that the current green waste station has outgrown the area of where it is and needs to be relocated and this would be a great solution once the district constructs a new Transfer Station.

Commissioner Tagg clarified that the Planning Commission is not deciding on a building that is to be constructed but more making sure that if a building is built these are the requirements that must be met. Dave Anderson confirmed Commissioner Tagg was right.

Chairman Gonzales stated he believes that the regulations will be hard to impose and monitor.

Chairman Gonzales opened the hearing for public comment.

There were no comments.

Chairman Gonzales closed the hearing for public comment.

There were no comments from the Commission.

Commissioner Tagg **moved** to recommend that the City Council approve the Title 15 Transfer Station Zone Text Amendment.

Chairman Gonzales **seconded** and the motion **passed** all in favor.

~~Transfer Facility: A publicly owned facility for the drop-off and temporary holding of refuse. The facility is to be self enclosed and completely fenced.~~

**Solid Waste Transfer Facility: a publicly owned facility for the drop off and temporary holding of refuse, green waste, compost, recyclables, and similar materials.**

#### 15.3.16.160. Public Facilities (P-F)

This district is intended to provide for structures and uses that are owned, leased, or operated by a governmental entity for the purpose of providing governmental services to the community. Allowed uses will be necessary for the efficient function of the local community or may be desired services which contribute to the community's cultural or educational enrichment. Other allowed uses will be ancillary to a larger use that provides a direct governmental service to the community.

##### A. Permitted Uses:

1. Child care centers.
2. Offices.
3. Public safety facilities.
4. Court buildings and related facilities.
5. Government owned nurseries and tree farms.
6. Municipal facilities required for local service.
7. Golf courses and related facilities.
8. Public parks and recreational facilities.
9. Libraries.
10. Public art galleries.
11. Transit centers and related facilities.
12. Government maintenance shops and related facilities.
13. Campgrounds.
14. Government storage buildings.
15. Government storage yards.
16. Museums.
17. Theaters.
18. Publicly owned zoos.
19. Temporary office and construction trailers.
20. Cemeteries.
21. Publicly owned stadiums and arenas.
22. Gun clubs and firing ranges.
23. Parking structures.
24. Automotive repair.
25. Lube Centers.
26. Car wash (self or full service).
27. Wireless communication facilities on light stanchions in public parks, playgrounds, schools, golf courses and related facilities (so long as the structure height does not exceed 20 feet above the existing structure and is a monopole).

**28. Solid waste transfer facilities provided all operating aspects of the facility are fully enclosed within a building and the grounds are completely fenced.**

#### 15.3.16.140. I-3 Heavy Industrial

This district is intended to provide for employment related uses including heavy manufacturing, assembling, warehousing, and wholesale activities.

Residential uses are not allowed.

A. Permitted Uses:

1. Manufacturing and assembly of finished products.
2. Wholesale trade businesses except explosives or automobile wrecking or salvage yards.
3. Lumber and building material yards.
4. Contractor warehouse and storage yards.
5. Trucking and warehousing.
6. Research, development, and testing services.
7. Municipal facilities required for local service.
8. Offices incidental to an industrial use.
9. Impound yard.
10. Outdoor storage area.
11. Manufacture of concrete products.

B. Uses Subject to Conditions:

1. Rock Crushers with Surface Mining Overlay approval. (see '15.4.20.040)
2. Large Wind Energy Systems. (15.3.24.090 (H))

C. Uses Subject to Conditional Use Permit (see '15.3.08.060):

1. Telecommunication towers taller than sixty (60) feet.
2. Self-storage warehouses and/or recreational vehicle storage.

~~3. Transfer facilities.~~

TABLE 1 - Residential Development Standards

District	Base Density	Minimum Lot Area	Minimum Width	Minimum Depth	Minimum Setback				Max. Building Height <sup>5</sup>	
					Front <sup>6</sup>	Rear <sup>7</sup>	Side	Corner	Principal Bldg	Accessory Bldg <sup>1</sup>
A-E	N/A	40 acres	400'	400'	50'	50'	50'	50'	35'	35'
R-R	N/A	5 acres	200'	200'	50'	50'	25'	50'	35'	35'
R-1-80	.4 units per acre	80,000 sf	180'	200'	40'	80'	20'	30'	<del>30</del> 35'	20'
R-1-60	.54 units per acre	60,000 sf	160'	200'	40'	60'	20'	30'	<del>30</del> 35'	20'
R-1-40	.81 units per acre	40,000 sf	140'	200'	30'	40'	20'	30'	<del>30</del> 35'	20'
R-1-30	1.07 units per acre	30,000 sf	130'	150'	40'	40'	15'	25'	<del>30</del> 35'	20'
R-1-20	1.61 units per acre	20,000 sf	125'	150'	30'	30'	15'	25'	<del>30</del> 35'	15'
R-1-15	2.15 units per acre	15,000 sf	100'	125'	20-25 <sup>2</sup>	25'	10'	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-1-12	2.69 units per acre	12,000 sf	100'	100'	20-25 <sup>2</sup>	25'	10'	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-1-9	3.58 units per acre	9,000 sf	85'	90'	20-25 <sup>2</sup>	25'	10'	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-1-8	4.03 units per acre	8,000 sf	75'	90'	20-25 <sup>2</sup>	25'	10'	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-1-6	5.37 units per acre	6,000 sf	50'	90'	20-25 <sup>2</sup>	25'	5-10 <sup>3</sup>	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-3	5.37 units per acre	6,000 sf	50'	90'	20-25 <sup>2</sup>	25'	5-10 <sup>3</sup>	15-25 <sup>4</sup>	<del>30</del> 35'	15'
R-O	N/A	6,000 sf	50'	90'	20-25 <sup>2</sup>	25'	5-10 <sup>3</sup>	15-25 <sup>4</sup>	<del>30</del> 35'	15'

1 - Refer to 15.3.24.090(A) for accessory buildings  
 2 - 20 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of a side entry garage.  
 3 - 5 feet on one side, 10 feet on the other for single family dwellings; 10 feet for non-residential uses;  
 4 - 15 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of the side entry garage.  
 5 - Flagpoles are limited to the height of principal buildings in residential zones  
 6 - Maximum setback is 250 feet, with an all-weather driveway, capable of supporting a fire truck, and with adequate turn around space for a fire truck at the end of the drive. Greater distances may be allowed if a fire hydrant is installed within 250 feet of the principal building.  
 7 - On corner lots, the setback is reduced by 5 feet

# ORDINANCE No. 13-14

## ROLL CALL

VOTING	YES	NO
STEVE LEIFSON <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>		
MIKE MENDENHALL <i>Council member</i>		
KEIR A. SCUBES <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

## ORDINANCE No. 13-14

### AN ORDINANCE MAKING VARIOUS AMENDMENTS TO THE LAND USE ORDINANCE OF SPANISH FORK CITY

WHEREAS, Spanish Fork City has enacted a land use ordinance to regulate the development of land within the City, establish zoning to protect property values, and establish administrative rules concerning land use; and

WHEREAS, amendments to the land use ordinance need to be made from time to time in order to remain compliant with state and federal law, become more efficient, and to keep standards in line with best construction and safety practices; and

WHEREAS, there have been various requests by residents and recommendations by staff to amend portions of the land use ordinance, which have been reviewed by the DRC and the Planning Commission; and

WHEREAS, a public hearing was held before the Planning Commission on Wednesday, the 6th day of August, 2014, whereat public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 19th day of August, 2014, whereat additional public comment was received;

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

I.

Spanish Fork Municipal Code §15.1.04.020, Definitions, is hereby amended by adding definitions as follows:

**15.1.04.020 Definitions**

Solid Waste Transfer Facility: a publicly owned facility for the drop off and temporary holding of refuse, green waste, compost, recyclables, and similar materials.

II.

Spanish Fork Municipal Code §15.3.16.160, Public Facilities, is hereby amended by adding Solid Waste Transfer Facilities as follows:

**15.3.16.160 Public Facilities (P-F)**

A. Permitted Uses

1 – 27 [unchanged]

28. Solid waste transfer facilities, provided all operating aspects of the facility are fully enclosed within a building and the grounds are completely fenced.

III.

Table 1- Residential Development Standards found in Title 15, Part 3, Chapter 16 is hereby amended as follows:

TABLE 1 - Residential Development Standards

District	Base Density	Minimum Lot Area	Minimum Width	Minimum Depth	Minimum Setback				Max. Building Height <sup>5</sup>	
					Front <sup>6</sup>	Rear <sup>7</sup>	Side	Corner	Principal Bldg	Accessory Bldg <sup>1</sup>
A-E	N/A	40 acres	400'	400'	50'	50'	50'	50'	35'	35'
R-R	N/A	5 acres	200'	200'	50'	50'	25'	50'	35'	35'
R-1-80	.4 units per acre	80,000 sf	180'	200'	40'	80'	20'	30'	35'	20'
R-1-60	.54 units per acre	60,000 sf	160'	200'	40'	60'	20'	30'	35'	20'
R-1-40	.81 units per acre	40,000 sf	140'	200'	30'	40'	20'	30'	35'	20'
R-1-30	1.07 units per acre	30,000 sf	130'	150'	40'	40'	15'	25'	35'	20'
R-1-20	1.61 units per acre	20,000 sf	125'	150'	30'	30'	15'	25'	35'	15'
R-1-15	2.15 units per acre	15,000 sf	100'	125'	20-25 <sup>2</sup>	25'	10'	15-25 <sup>4</sup>	35'	15'
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R-O	N/A	6,000 sf	50'	90'	20-25 <sup>2</sup>	25'	5-10 <sup>3</sup>	15-25 <sup>4</sup>	35'	15'

- 1 - Refer to 15.3.24.090(A) for accessory buildings
- 2 - 20 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of a side entry garage.
- 3 - 5 feet on one side, 10 feet on the other for single family dwellings; 10 feet for non-residential uses;
- 4 - 15 feet to living areas, 25 feet to garages or carports, and 20 feet to the front of the side entry garage.
- 5 - Flagpoles are limited to the height of principal buildings in residential zones
- 6 - Maximum setback is 250 feet, with an all-weather driveway, capable of supporting a fire truck, and with adequate turn around space for a fire truck at the end of the drive. Greater distances may be allowed if a fire hydrant is installed within 250 feet of the principal building.
- 7 - On corner lots, the setback is reduced by 5 feet

IV.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 19th day of August, 2014.

\_\_\_\_\_  
STEVE LEIFSON, Mayor

Attest:

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



# PRELIMINARY PLAT

## REPORT TO THE CITY COUNCIL WHITE RAIL PRELIMINARY PLAT REAPPROVAL

**Agenda Date:** August 19, 2014.

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

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

**Request:** Dave Simpson is requesting that that the Preliminary Plat be reapproved for an 87-lot subdivision located in the R-1-6 Zone. The approval for this project expired on May 21, 2014.

**Zoning:** R-1-6.

**General Plan:** High Density Residential.

**Project Size:** 26.14 acres.

**Number of lots:** 87.

**Location:** approximately 800 North State Road 51.

### Background Discussion

This proposal involves reapproving the Preliminary Plat for White Rail, a development containing 87 residential lots. No significant changes are proposed from the City's most recent approval.

As currently proposed, the project meets the City's requirements for standard subdivisions in the R-1-6 Zone. As such, City staff has recommended that the proposed development be approved. The Planning Commission has also recommended that the Plat be approved.

### Development Review Committee

The Development Review Committee reviewed this request in their July 23, 2014 meeting and recommended that it be approved. Minutes from that meeting read as follows:

White Rail Subdivision  
Applicant: LEI  
General Plan: High Density Residential  
Zoning: R-1-6  
Location: 980 South Highway 51

Junior Baker entered at 10:05 a.m.

There was discussion of the landscaping along the railroad right-of-way and the park strip along Highway 51. The subject of what will happen if the HOA neglects to maintain the park strips and railroad right-of-way was discussed. Junior Baker pointed out that according to code, if a proposed development is submitted, and meets the requirements for the application, then the DRC cannot withhold approval of the project. HOAs work best in town home settings.

Dave Anderson moved to recommend approval to the Planning Commission of the White Rail Subdivision Preliminary Plat, located at 980 South Highway 51. Seth Perrins seconded and the motion passed all in favor.



## Planning Commission

The Planning Commission reviewed this request in their August 6 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

### White Rail Subdivision

**Applicant:** LEI

**General Plan:** High Density Residential

**Zoning:** R-1-6

**Location:** 980 South Highway 51

The application is before the Planning Commission due to the original application losing their approval. The project has not changed from the original Preliminary Plat that was approved over a year ago. Staff recommends that the Preliminary Plat be approved.

Commissioner Fallon asked Dave Anderson if the Preliminary Plat meets the current standards. Jered Johnson stated the Final Plats have been reviewed and will be approved based on the current standards.

The development will not interfere with a road that was at one time proposed to go through the development. It will remain a public access road. There are no concerns about the proposed development butting up against neighboring developments.

Commissioner Fallon asked if the development is multi-family or single family homes. Dave Anderson confirmed they are single family homes.

Commissioner Fallon **moved** to recommend that the City Council approve the White Rail Subdivision Preliminary Plat based on the finding that the plat meets the City's R-1-6 requirements. Commissioner Tagg **seconded** and the motion **passed** all in favor.

## Budgetary Impact

There is no immediate budgetary impact anticipated with the approval of this plat.

## Recommendation

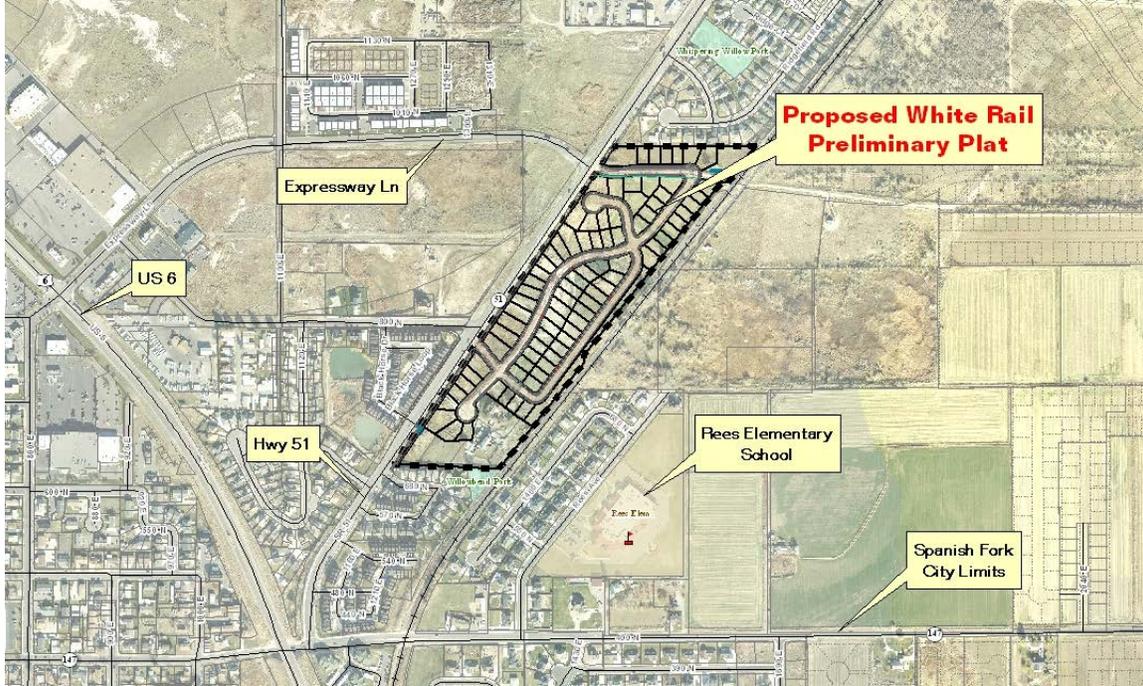
Staff recommends that the proposed Preliminary Plat be approved based on the following findings and subject to the following conditions:

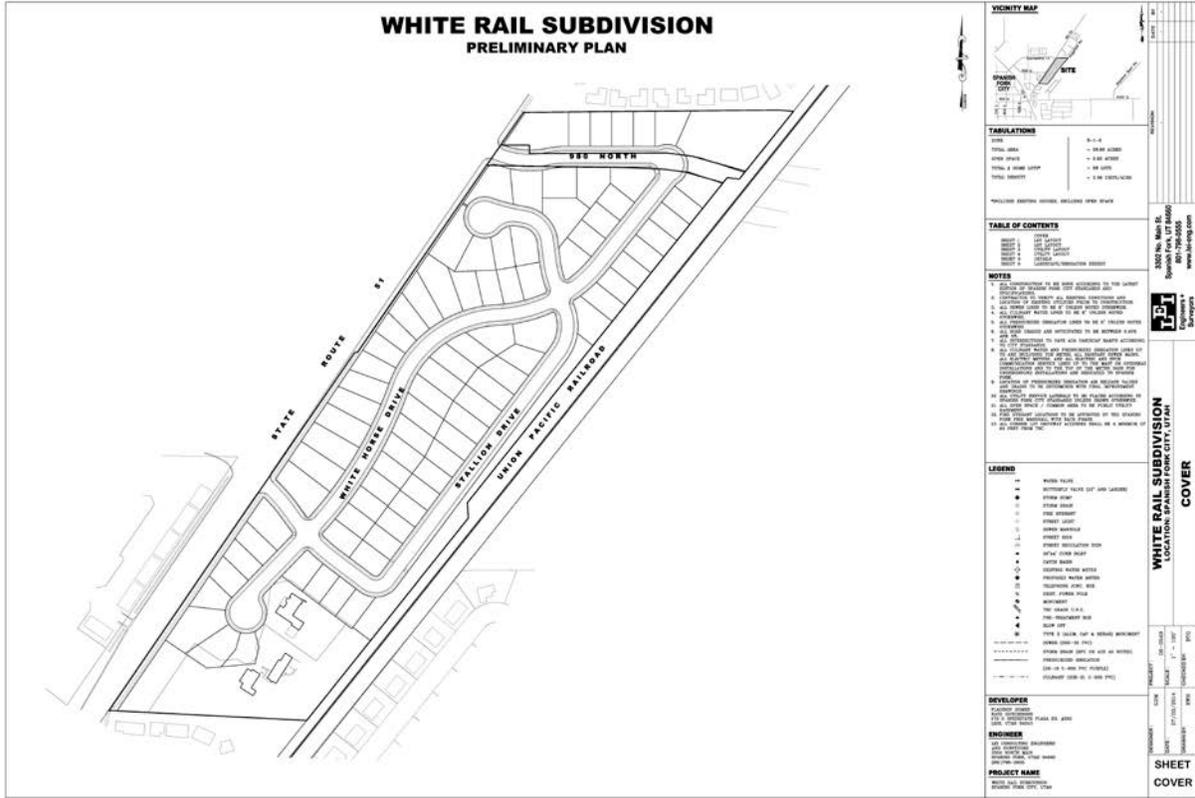
## Findings

1. That the proposed Preliminary Plat conforms to the City's zoning standards for the R-1-6 Zone.

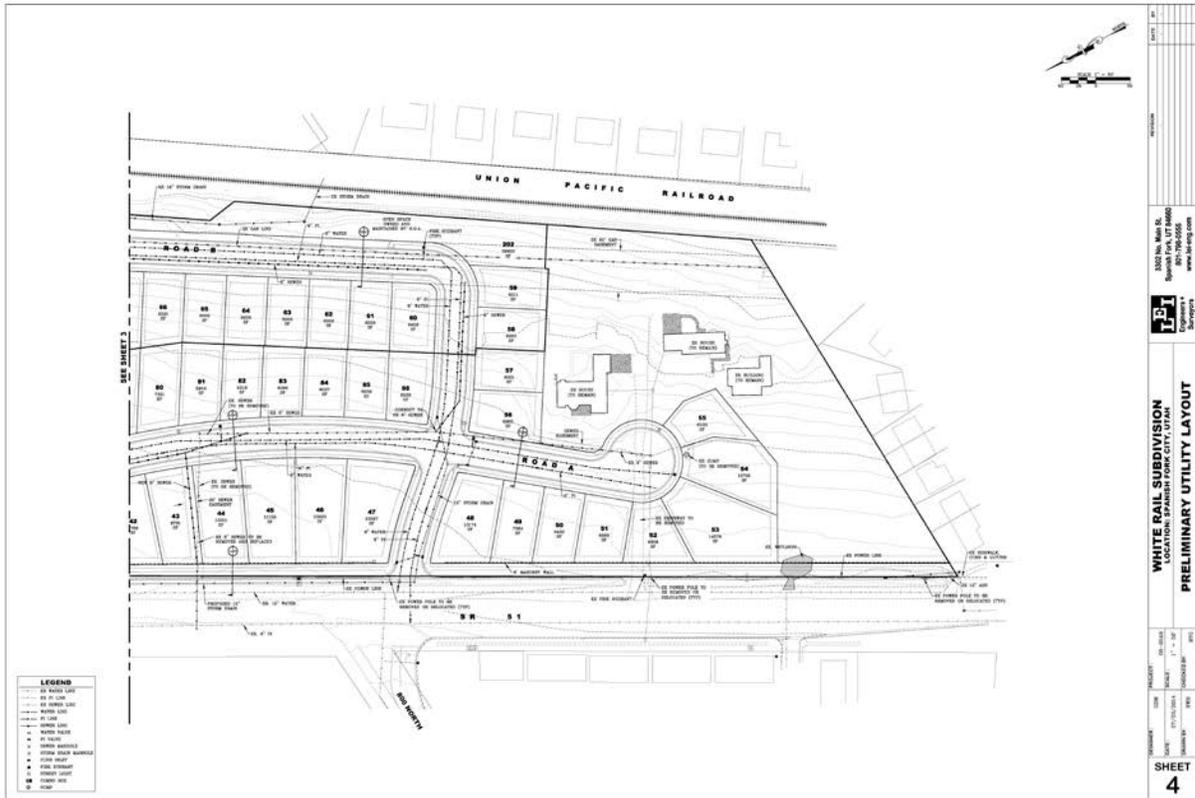
## Conditions

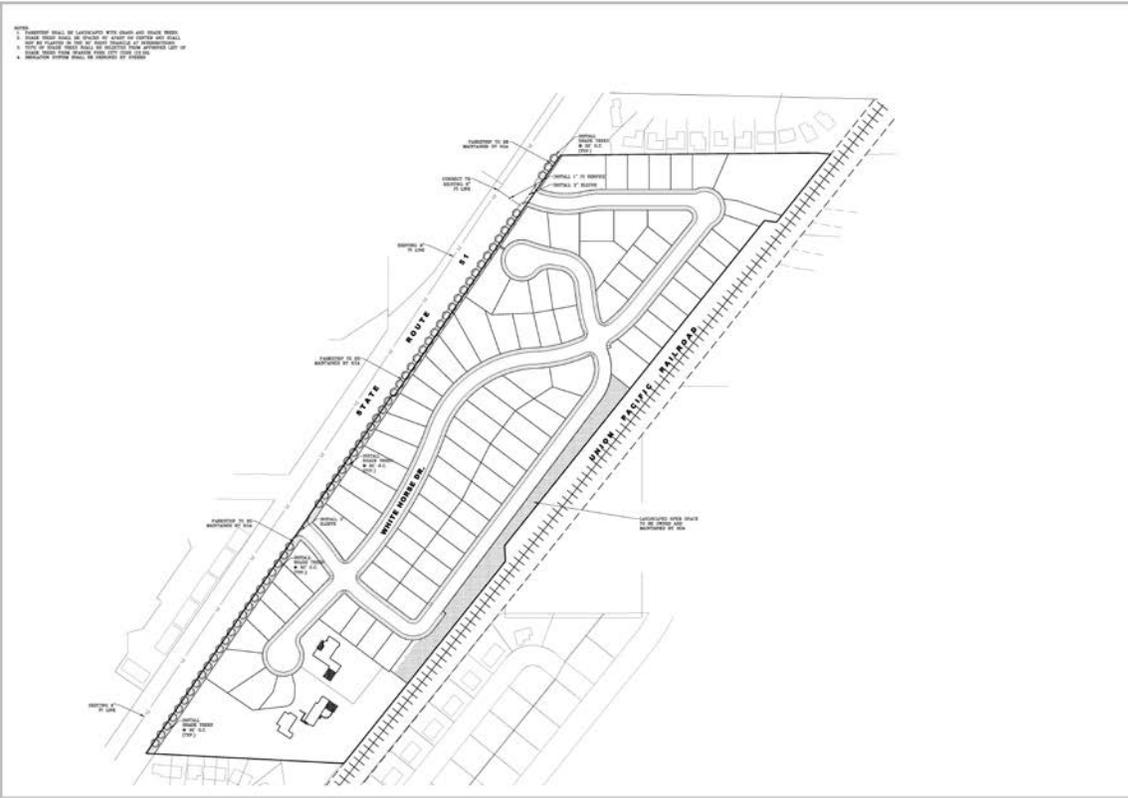
None.











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 www.lei-engineers.com

**WHITE RAIL OVERLOOK**  
 SPANISH FORK, UTAH  
**OVERALL LANDSCAPE/IRRIGATION EXHIBIT**

DATE	2004-04-24
PROJECT	2004-0489
SCALE	AS SHOWN
DRAWN BY	JKS
CHECKED BY	JKS
DATE	2004-04-24



## SPANISH FORK-SPRINGVILLE AIRPORT

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

August 18, 2014

### Staff Report

**To:** Honorable Mayors and City Councils

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

**Subject:** Grant Offer and Construction Contract Phase 3 Runway Shift

**Recommended Motion:** Once Staff has approved the final draft of each of the following documents the City Council authorizes the Mayor to execute the same.

- 1) Grant Offer Agreement with the FAA. (Draft agreement attached)
- 2) The Grant agreement with the State of Utah for the State contribution to the project.
- 3) Bid Award to Goran Construction. (Bid tabulation attached)
- 4) Construction Contract with Goran Construction.
- 5) Notice to Proceed to Goran Construction.

### Background/Discussion:

Attached find the FAA Grant Offer and the project bid tabulation. This Grant Offer is for approximately 1.35 Million dollars with the usual City Match of 5% and a State match of 5% bringing the total projected cost for Phase 3 to roughly 1.5 million. The matching funds from the two cities are available and are included in the Airport Capital Improvement Budget. The bid opening was on Tuesday and the winning bid was roughly 1.4 million for the work. In addition to this there will be some engineering and survey costs. The bids were broken down into schedules and the scope of work can be adjusted if necessary to meet the funds available with a possible small balance of work being done next year in the next grant cycle.

The Airport Board has unanimously approved the above recommendation to the City Councils. The vote was taken by phone and email. I certify that I personally received confirmation from each board member listed below:

Doug Ford  
Brian Park

Dean Olsen  
Matt Taylor

Clair Anderson  
Keir Scoubes

**Alternatives:** Re-evaluate the completion schedule for the Runway Shift Project.

**Fiscal Impact:** This will require the use of Approximately \$75,000.00 from the Airport Capital Improvement Fund to cover the Sponsor's match on this grant.

Respectfully submitted by:

Cris Child  
Airport Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

Date of Offer	<u>August 18, 2014</u>
Airport/Planning Area	<u>Spanish Fork-Springville-Woodhouse Field</u>
AIP Grant Number	<u>3-49-0034-022-2014 (Contract No. DOT-FA14NM-1064)</u>
DUNS Number	<u>073105488</u>

**TO:** Cities of Spanish Fork and Springville, Utah  
(herein called the “Sponsor”)

**FROM:** **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 13, 2014, for a grant of Federal funds for a project at or associated with Spanish Fork-Springville-Woodhouse Field, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for Spanish Fork-Springville-Woodhouse Field (herein called the “Project”) consisting of the following:

**Extend Runway 12/30 (Phase II Paving and Phase III Grading), Install Runway Lighting,  
Construct Taxiway, and Install Taxiway Lighting**

which is more fully described in the Project Application.

**NOW THEREFORE**, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014 and revised on April 3, 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 90.63 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,355,913.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$0 for planning

\$1,355,913 for airport development or noise program implementation

\$0 for land acquisition.

**Multi-Year Grant.** This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is \$1,470,380, and the project is planned to be funded in Fiscal Years 2014-2015. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2014 or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial

reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
  - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the

Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit “A” Incorporated with Grant.** The existing Exhibit “A” dated July 2, 2012, will be updated as part of this grant project.

**21. Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

### SPECIAL CONDITIONS

**22. Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects, dated March 20, 2014, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

**24. Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - 1) location of all runways, taxiways, and aprons;
    - 2) dimensions;
    - 3) type of pavement, and;
    - 4) year of construction or most recent major rehabilitation.
  - b. Inspection Schedule.

- 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
  - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. inspection date;
  - b. location;
  - c. distress types; and
  - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**25. Projects Which Contain Paving Work in Excess of \$250,000:** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - 4) Qualifications of engineering supervision and construction inspection personnel.
  - 5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

26. **Agency Agreement:** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
27. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
28. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
29. **Update Approved Exhibit "A" Property Map For Land In Project:** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

\_\_\_\_\_  
*(Signature)*

**John P. Bauer**

\_\_\_\_\_  
*(Typed Name)*

**Manager, Denver Airports District Office**

\_\_\_\_\_  
*(Title)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF SPANISH FORK, UTAH**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF SPRINGVILLE, UTAH**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Printed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

Office: (970) 242-0101 Fax: (970) 241-1769

SPANISH FORK - SPRINGVILLE AIRPORT  
 AIP NO. 3-49-0034-022-2014  
 ACI # 146215

BID DATE: August 12, 2014 1:00 P.M. MDT

**BID TABULATION**

**SCHEDULE I – RUNWAY 12 END SAFETY AREA GRADING**

	<u>ITEM</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>ENGINEER'S ESTIMATE</u>		<u>GORAN</u>		<u>STAKER</u>	
				<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	Mobilization	1	L.S.	\$45,000.00	\$ 45,000.00	\$ 24,099.62	\$ 24,099.62	\$ 32,692.13	\$ 32,692.13
2	Remove Wire Fence	6,915	L.F.	\$1.50	\$ 10,372.50	\$ 0.56	\$ 3,872.40	\$ 0.54	\$ 3,734.10
3	Remove Concrete Ditch	220	L.F.	\$15.00	\$ 3,300.00	\$ 11.55	\$ 2,541.00	\$ 7.00	\$ 1,540.00
4	Remove Large Tree Area	1	Each	\$2,500.00	\$ 2,500.00	\$ 1,951.88	\$ 1,951.88	\$ 6,600.00	\$ 6,600.00
5	Remove Small Tree Area	2	Each	\$200.00	\$ 400.00	\$ 323.34	\$ 646.68	\$ 1,650.00	\$ 3,300.00
6	Remove Corral	2	Each	\$1,500.00	\$ 3,000.00	\$ 1,128.57	\$ 2,257.14	\$ 800.00	\$ 1,600.00
7	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
8	Off-Site Untreated Base Course (4 Inch Thick)	3100	S.Y.	\$15.00	\$ 46,500.00	\$ 8.76	\$ 27,156.00	\$ 4.84	\$ 15,004.00
9	Relocate Existing Ground Water Well Service	1	Each	\$1,500.00	\$ 1,500.00	\$ 3,578.22	\$ 3,578.22	\$ 2,600.00	\$ 2,600.00
10	Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
11	Embankment	1100	C.Y.	\$40.00	\$ 44,000.00	\$ 14.57	\$ 16,027.00	\$ 34.00	\$ 37,400.00
12	Unclassified Excavation	50	C.Y.	\$40.00	\$ 2,000.00	\$ 6.06	\$ 303.00	\$ 24.00	\$ 1,200.00
13	Fencing	10960	L.F.	\$9.00	\$ 98,640.00	\$ 2.06	\$ 22,577.60	\$ 2.00	\$ 21,920.00
14	Tube Swing Gate (16 Foot)	5	Each	\$1,200.00	\$ 6,000.00	\$ 892.10	\$ 4,460.50	\$ 900.00	\$ 4,500.00
15	Tube Swing Gate (20 Foot)	1	Each	\$1,500.00	\$ 1,500.00	\$ 1,045.10	\$ 1,045.10	\$ 1,000.00	\$ 1,000.00
16	30 Inch HDPE Pipe	2726	L.F.	\$65.00	\$ 177,190.00	\$ 25.80	\$ 70,330.80	\$ 51.00	\$ 139,026.00
17	15 Inch HDPE Pipe	24	L.F.	\$60.00	\$ 1,440.00	\$ 40.12	\$ 962.88	\$ 58.00	\$ 1,392.00
18	Concrete Irrigation Structure	8	Each	\$5,500.00	\$ 44,000.00	\$ 3,964.71	\$ 31,717.68	\$ 3,900.00	\$ 31,200.00
19	Hydraulic Seeding and Mulching	1	Acre	\$2,500.00	\$ 2,500.00	\$ 1,308.75	\$ 1,308.75	\$ 1,300.00	\$ 1,300.00
<b>TOTAL SCHEDULE I</b>				<b>\$ 489,842.50</b>		<b>\$ 214,836.25</b>		<b>\$ 306,008.23</b>	

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

SPANISH FORK - SPRINGVILLE AIRPORT  
 AIP NO. 3-49-0034-022-2014  
 ACI # 146215  
 BID DATE: August 12, 2014 1:00 P.M. MDT

**BID TABULATION**

**SCHEDULE II – EXTENSION ON RUNWAY 12 END**

	ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	1	L.S.	\$61,000.00	\$ 61,000.00	\$ 75,000.00	\$ 75,000.00	\$ 116,900.00	\$ 116,900.00
2	Remove Asphalt Mat (Full Depth)	700	S.Y.	\$4.50	\$ 3,150.00	\$ 6.87	\$ 4,809.00	\$ 9.00	\$ 6,300.00
3	Remove Runway/Taxiway Lights (Edge Lights and Threshold Lights)	6	Each	\$65.00	\$ 390.00	\$ 56.43	\$ 338.58	\$ 533.00	\$ 3,198.00
4	Remove REIL	1	Each	\$1,000.00	\$ 1,000.00	\$ 880.48	\$ 880.48	\$ 3,300.00	\$ 3,300.00
5	Remove PAPI	1	Each	\$1,000.00	\$ 1,000.00	\$ 908.57	\$ 908.57	\$ 3,900.00	\$ 3,900.00
6	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
7	Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
8	Bituminous Surface Course (50 Blow) (1.5 Inch Thick)	2,410	Ton	\$80.00	\$ 192,800.00	\$ 93.51	\$ 225,359.10	\$ 92.60	\$ 223,166.00
9	Bituminous Material (PG 64 -28)	170	Ton	\$800.00	\$ 136,000.00	\$ 93.51	\$ 15,896.70	\$ 6.00	\$ 1,020.00
10	Bituminous Tack Coat	4,190	Gallon	\$5.00	\$ 20,950.00	\$ 1.71	\$ 7,164.90	\$ 0.03	\$ 125.70
11	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
12	Temporary Pavement Marking	19,990	S.F.	\$1.00	\$ 19,990.00	\$ 0.60	\$ 11,994.00	\$ 0.26	\$ 5,197.40
13	Temporary Pavement Marking Removal	2,865	S.F.	\$3.00	\$ 8,595.00	\$ 6.08	\$ 17,419.20	\$ 1.00	\$ 2,865.00
14	Permanent Pavement Marking	17,125	S.F.	\$1.00	\$ 17,125.00	\$ 1.02	\$ 17,467.50	\$ 0.37	\$ 6,336.25
15	Permanent Pavement Marking Removal	14,200	S.F.	\$4.50	\$ 63,900.00	\$ 1.45	\$ 20,590.00	\$ 1.00	\$ 14,200.00
16	Bare Counterpoise Wire, Installed in Trench,	615	L.F.	\$2.50	\$ 1,537.50	\$ 2.75	\$ 1,691.25	\$ 2.00	\$ 1,230.00
17	No. 4 THWN-2 CU Cable, Installed in Conduit	13,770	L.F.	\$1.50	\$ 20,655.00	\$ 2.21	\$ 30,431.70	\$ 1.50	\$ 20,655.00
18	No. 6 Insulated Equipment Ground, Installed in Conduit	6,885	L.F.	\$1.50	\$ 10,327.50	\$ 2.21	\$ 15,215.85	\$ 1.00	\$ 6,885.00
19	Connect Runway Lighting Circuit	1	L.S.	\$1,000.00	\$ 1,000.00	\$ 9,350.01	\$ 9,350.01	\$ 1,500.00	\$ 1,500.00
20	Connect REIL System	1	L.S.	\$750.00	\$ 750.00	\$ 6,050.01	\$ 6,050.01	\$ 1,500.00	\$ 1,500.00
21	2 Inch PVC Conduit	615	L.F.	\$5.00	\$ 3,075.00	\$ 14.22	\$ 8,745.30	\$ 7.33	\$ 4,507.95
22	Splice Base with Extension	2	Each	\$600.00	\$ 1,200.00	\$ 704.00	\$ 1,408.00	\$ 1,300.00	\$ 2,600.00
23	Uncover and Connect Lighted Sign	6	Each	\$100.00	\$ 600.00	\$ 528.00	\$ 3,168.00	\$ 240.00	\$ 1,440.00
24	L-880 Precision Approach Path Indicator (PAPI-4) System	1	Each	\$45,000.00	\$ 45,000.00	\$ 18,700.00	\$ 18,700.00	\$ 37,600.00	\$ 37,600.00
<b>TOTAL SCHEDULE II</b>					<b>\$ 610,045.00</b>		<b>\$ 492,588.15</b>		<b>\$ 464,426.30</b>

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

SPANISH FORK - SPRINGVILLE AIRPORT  
AIP NO. 3-49-0034-022-2014  
ACI # 146215  
BID DATE: August 12, 2014 1:00 P.M. MDT

**SCHEDULE III – TAXIWAY LIGHTING**

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$38,000.00	\$ 38,000.00	\$ 11,398.79	\$ 11,398.79	\$ 10,000.00	\$ 10,000.00
2 Remove Retroreflective Edge Markers	64	Each	\$ 40.00	\$ 2,560.00	\$ 22.00	\$ 1,408.00	\$ 160.00	\$ 10,240.00
3 Remove Lighted Guidance Sign Foundation, Salvage Sign	2	Each	\$ 250.00	\$ 500.00	\$ 176.00	\$ 352.00	\$ 200.00	\$ 400.00
4 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 Trenching for Direct-Buried Counterpoise Wire	14,725	L.F.	\$ 2.25	\$ 33,131.25	\$ 1.11	\$ 16,344.75	\$ 6.30	\$ 92,767.50
7 Bare Counterpoise Wire, Installed in Trench, Including Grounding Rods and Ground Connectors	14,725	L.F.	\$ 2.50	\$ 36,812.50	\$ 2.77	\$ 40,788.25	\$ 1.40	\$ 20,615.00
8 No. 8 AWG L-824C Cable, Installed in Conduit	18,140	L.F.	\$ 2.90	\$ 52,606.00	\$ 1.43	\$ 25,940.20	\$ 1.40	\$ 25,396.00
9 2-Inch PVC Conduit (Direct Earth Burial)	15,265	L.F.	\$ 5.50	\$ 83,957.50	\$ 4.70	\$ 71,745.50	\$ 9.00	\$ 137,385.00
10 4-Way (4/4/4/4 Inch) PVC Duct (Concrete Encased)	45	L.F.	\$ 50.00	\$ 2,250.00	\$ 36.05	\$ 1,622.25	\$ 152.00	\$ 6,840.00
11 3-Inch AWWA C202 Jacked Steel Duct	56	L.F.	\$ 125.00	\$ 6,937.50	\$ 115.54	\$ 6,412.47	\$ 54.00	\$ 2,997.00
12 Base Mounted Medium Intensity Taxiway Edge Light (L-861T)	136	Each	\$ 800.00	\$ 108,800.00	\$ 759.02	\$ 103,226.72	\$ 1,350.00	\$ 183,600.00
13 Splice Base	4	Each	\$ 750.00	\$ 3,000.00	\$ 550.00	\$ 2,200.00	\$ 1,240.00	\$ 4,960.00
14 Modify Taxiway Edge Lights to be 24 Inches Tall	17	Each	\$ 150.00	\$ 2,550.00	\$ 77.01	\$ 1,309.17	\$ 110.00	\$ 1,870.00
15 New Retroreflective Edge Markers	7	Each	\$ 90.00	\$ 630.00	\$ 110.56	\$ 773.92	\$ 202.00	\$ 1,414.00
<b>TOTAL SCHEDULE III</b>				<b>\$ 371,734.75</b>		<b>\$ 283,522.02</b>		<b>\$ 498,484.50</b>

**SCHEDULE IV - RELOCATE RUNWAY 30 END**

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$26,000.00	\$ 26,000.00	\$ 16,611.46	\$ 16,611.46	\$ 41,000.00	\$ 41,000.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Remove Asphalt Mat (Full Depth)	12,182	S.Y.	\$4.00	\$ 48,728.00	\$ 2.24	\$ 27,287.68	\$ 2.00	\$ 24,364.00
4 Remove Concrete Encased Duct	132	L.F.	\$60.00	\$ 7,920.00	\$ 4.41	\$ 582.12	\$ 16.00	\$ 2,112.00
5 Remove Lighted Guidance Sign Foundation, Unclassified Excavation	6	Each	\$300.00	\$ 1,800.00	\$ 176.01	\$ 1,056.06	\$ 210.00	\$ 1,260.00
6 Temporary Pavement Marking	2,320	C.Y.	\$35.00	\$ 81,200.00	\$ 5.94	\$ 13,780.80	\$ 16.70	\$ 38,744.00
7 Temporary Pavement Marking Removal	2,865	S.F.	\$1.00	\$ 2,865.00	\$ 0.59	\$ 1,690.35	\$ 0.26	\$ 744.90
8 Permanent Pavement Marking Removal	2,865	S.F.	\$3.00	\$ 8,595.00	\$ 1.49	\$ 4,268.85	\$ 1.00	\$ 2,865.00
9 Relocated Lighted Guidance Sign Panel	16,940	S.F.	\$4.50	\$ 76,230.00	\$ 1.45	\$ 24,563.00	\$ 1.00	\$ 16,940.00
10 Relocated Lighted Guidance Sign	7	Each	\$150.00	\$ 1,050.00	\$ 61.72	\$ 432.04	\$ 250.00	\$ 1,750.00
11 Hydraulic Seeding and Mulching	2	Each	\$5,000.00	\$ 10,000.00	\$ 1,210.48	\$ 2,420.96	\$ 4,500.00	\$ 9,000.00
12 Hydraulic Seeding and Mulching	1.2	Acre	\$2,500.00	\$ 3,000.00	\$ 1,318.38	\$ 1,582.06	\$ 1,300.00	\$ 1,560.00
<b>TOTAL SCHEDULE IV</b>				<b>\$ 267,388.00</b>		<b>\$ 94,275.38</b>		<b>\$ 140,339.90</b>

146215  
Spanish Fork - Springville Airport  
Spanish Fork - Springville, UT

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

SPANISH FORK - SPRINGVILLE AIRPORT  
 AIP NO. 3-49-0034-022-2014  
 ACI # 146215  
 BID DATE: August 12, 2014 1:00 P.M. MDT

**SCHEDULE V – TAXIWAY A1**

	ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	1	L.S.	\$19,000.00	\$ 19,000.00	\$ 24,216.21	\$ 24,216.21	\$ 25,400.00	\$ 25,400.00
2	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3	Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4	Embankment	1,788	C.Y.	\$ 35.00	\$ 62,580.00	\$ 14.58	\$ 26,069.04	\$ 33.00	\$ 59,004.00
5	Subbase Course (13.5 Inch Thick)	1,178	S.Y.	\$ 15.00	\$ 17,670.00	\$ 8.76	\$ 10,319.28	\$ 17.20	\$ 20,261.60
6	Stabilization Fabric	1,178	S.Y.	\$ 5.00	\$ 5,890.00	\$ 2.06	\$ 2,426.68	\$ 1.00	\$ 1,178.00
7	Crushed Aggregate Base Course (6 Inch Thick)	1,178	S.Y.	\$ 20.00	\$ 23,560.00	\$ 5.76	\$ 6,785.28	\$ 8.30	\$ 9,777.40
8	Bituminous Surface Course (50 Blow) (4 Inch Thick)	271	Ton	\$ 80.00	\$ 21,680.00	\$ 93.50	\$ 25,338.50	\$ 96.00	\$ 26,016.00
9	Bituminous Material (PG 64 -28)	20	Ton	\$ 800.00	\$ 16,000.00	\$ 93.50	\$ 1,870.00	\$ 1.00	\$ 20.00
10	Bituminous Prime Coat	355	Gallon	\$ 5.50	\$ 1,952.50	\$ 4.95	\$ 1,757.25	\$ 6.00	\$ 2,130.00
11	Bituminous Tack Coat	180	Gallon	\$ 5.00	\$ 900.00	\$ 1.71	\$ 307.80	\$ 0.03	\$ 5.40
12	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
13	Temporary Pavement Marking	470	S.F.	\$ 1.00	\$ 470.00	\$ 0.59	\$ 277.30	\$ 0.26	\$ 122.20
14	Permanent Pavement Marking	470	S.F.	\$ 2.00	\$ 940.00	\$ 0.74	\$ 347.80	\$ 0.37	\$ 173.90
15	24 Inch Reinforced Concrete Pipe	110	L.F.	\$ 75.00	\$ 8,250.00	\$ 57.77	\$ 6,354.70	\$ 72.00	\$ 7,920.00
16	24 Inch Concrete Pipe FES	2	Each	\$ 1,250.00	\$ 2,500.00	\$ 613.90	\$ 1,227.80	\$ 1,200.00	\$ 2,400.00
17	Underdrain	480	L.F.	\$ 15.00	\$ 7,200.00	\$ 34.78	\$ 16,694.40	\$ 23.00	\$ 11,040.00
18	Lighted Guidance Sign (3 Module)	2	Each	\$ 4,500.00	\$ 9,000.00	\$ 3,850.00	\$ 7,700.00	\$ 6,000.00	\$ 12,000.00
19	Hydraulic Seeding and Mulching	0.3	Acre	\$ 2,500.00	\$ 750.00	\$ 1,307.90	\$ 392.37	\$ 1,300.00	\$ 390.00
<b>TOTAL SCHEDULE V</b>				<b>\$ 198,342.50</b>		<b>\$ 132,084.41</b>		<b>\$ 177,838.50</b>	

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

SPANISH FORK - SPRINGVILLE AIRPORT  
AIP NO. 3-49-0034-022-2014  
ACI # 146215  
BID DATE: August 12, 2014 1:00 P.M. MDT

**SCHEDULE VI - MODIFY RUNWAY LIGHTING**

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$12,000.00	\$ 12,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,700.00	\$ 4,700.00
2 Remove Runway/Taxiway Lights Including Edge Lights and Threshold Lights	48	Each	\$80.00	\$ 3,840.00	\$ 55.00	\$ 2,640.00	\$ 550.00	\$ 26,400.00
3 Remove REIL	1	Each	\$1,000.00	\$ 1,000.00	\$ 880.00	\$ 880.00	\$ 3,300.00	\$ 3,300.00
4 Remove PAPI	1	Each	\$1,000.00	\$ 1,000.00	\$ 880.00	\$ 880.00	\$ 3,800.00	\$ 3,800.00
5 Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
6 No. 8 AWG L-824C Cable, Installed in Conduit	2,310	L.F.	\$ 2.90	\$ 6,699.00	\$ 1.39	\$ 3,210.90	\$ 1.44	\$ 3,326.40
7 No. 6 Insulated Equipment Ground, Installed in Conduit	1,310	L.F.	\$ 1.50	\$ 1,965.00	\$ 2.20	\$ 2,882.00	\$ 1.00	\$ 1,310.00
8 No. 8 THWN-2 CU Cable, Installed in Conduit	2,620	L.F.	\$ 1.50	\$ 3,930.00	\$ 1.65	\$ 4,323.00	\$ 1.00	\$ 2,620.00
9 2-Inch PVC Conduit (Direct Earth Burial)	1,585	L.F.	\$ 5.50	\$ 8,717.50	\$ 4.21	\$ 6,672.85	\$ 7.30	\$ 11,570.50
10 3-Way (4/4/4 Inch) PVC Duct (Concrete Encased)	100	L.F.	\$ 45.00	\$ 4,500.00	\$ 33.00	\$ 3,300.00	\$ 150.00	\$ 15,000.00
11 Base Mounted Medium Intensity Threshold Light (L-861SE)	8	Each	\$ 800.00	\$ 6,400.00	\$ 776.60	\$ 6,212.80	\$ 1,900.00	\$ 15,200.00
12 Splice Base	2	Each	\$ 750.00	\$ 1,500.00	\$ 555.71	\$ 1,111.42	\$ 1,200.00	\$ 2,400.00
13 L-880 Precision Approach Path Indicator (PAPI-4) System	1	Each	\$45,000.00	\$ 45,000.00	\$ 18,861.92	\$ 18,861.92	\$ 38,000.00	\$ 38,000.00
14 L-849 I, Style C REIL System	1	Each	\$16,000.00	\$ 16,000.00	\$ 11,095.25	\$ 11,095.25	\$ 15,000.00	\$ 15,000.00
<b>TOTAL SCHEDULE VI</b>				<b>\$ 112,551.50</b>		<b>\$ 67,570.14</b>		<b>\$ 142,626.90</b>

**BID ALTERNATE A - PAVEMENT MAINTENANCE ON EXISTING RUNWAY SECTION**

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$22,000.00	\$ 22,000.00	\$ 19,250.00	\$ 19,250.00	\$ 26,000.00	\$ 26,000.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Crack Seal	10	Ton	\$ 4,500.00	\$ 45,000.00	\$ 3,520.00	\$ 35,200.00	\$ 3,300.00	\$ 33,000.00
4 Fog Seal	70,080	S.Y.	\$ 0.90	\$ 63,072.00	\$ 1.08	\$ 75,686.40	\$ 1.06	\$ 74,284.80
5 Temporary Pavement Marking	26,020	S.F.	\$ 1.00	\$ 26,020.00	\$ 0.59	\$ 15,351.80	\$ 0.24	\$ 6,244.80
6 Permanent Pavement Marking	26,020	S.F.	\$ 2.00	\$ 52,040.00	\$ 0.74	\$ 19,254.80	\$ 0.30	\$ 7,806.00
7 Permanent Pavement Marking Removal	5,015	S.F.	\$ 4.50	\$ 22,567.50	\$ 1.45	\$ 7,271.75	\$ 1.00	\$ 5,015.00
<b>TOTAL SCHEDULE A</b>				<b>\$ 230,699.50</b>		<b>\$ 172,014.75</b>		<b>\$ 152,350.60</b>

ARMSTRONG CONSULTANTS, INC.  
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SPANISH FORK - SPRINGVILLE AIRPORT  
 AIP NO. 3-49-0034-022-2014  
 ACI # 146215  
 BID DATE: August 12, 2014 1:00 P.M. MDT

**BID ALTERNATE B - PAVEMENT MAINTENANCE ON EXISTING RUNWAY SECTION**

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		GORAN		STAKER	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Mobilization	1	L.S.	\$22,000.00	\$ 22,000.00	\$ 16,500.00	\$ 16,500.00	\$ 19,700.00	\$ 19,700.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Crack Seal	10	Ton	\$ 4,500.00	\$ 45,000.00	\$ 3,520.00	\$ 35,200.00	\$ 3,300.00	\$ 33,000.00
4 Coal Tar Pavement Sealer	70,080	S.Y.	\$ 1.20	\$ 84,096.00	\$ 1.16	\$ 81,292.80	\$ 1.13	\$ 79,190.40
5 Temporary Pavement Marking	26,020	S.F.	\$ 1.00	\$ 26,020.00	\$ 0.59	\$ 15,351.80	\$ 0.24	\$ 6,244.80
6 Permanent Pavement Marking	26,020	S.F.	\$ 2.00	\$ 52,040.00	\$ 0.74	\$ 19,254.80	\$ 0.30	\$ 7,806.00
7 Permanent Pavement Marking Removal	5,015	S.F.	\$ 4.50	\$ 22,567.50	\$ 1.45	\$ 7,271.75	\$ 1.00	\$ 5,015.00
<b>TOTAL SCHEDULE B</b>				<b>\$ 251,723.50</b>		<b>\$ 174,871.15</b>		<b>\$ 150,956.20</b>



**TO:** Springville and Spanish Fork Cities' Mayors and City Councils

**FROM:** Dave Anderson, Community and Economic Development Director

**DATE:** August 14, 2014

**RE:** Proposed Airport Request for Proposals

Accompanying this memorandum is a proposed Request for Proposals (RFP) to investigate the prospect of Springville and Spanish Fork Cities partnering with a developer to improve a 10-acre portion of the airport. The subject site is best described on exhibits attached to the RFP.

In recent years, the concept of having the cities potentially partner with a private developer to install infrastructure and other improvements on the airport has been discussed. The goal of this RFP is to identify a capable developer who would develop the subject 10 acres therefore enhancing the functionality of the airport. The developer would gain the benefit of having an exclusive opportunity to develop these 10 acres and may also benefit from having some of the value of improvements applied toward lease payments.

Staff understands that an acceptable response may not be submitted and the cities have the ability to reject all proposals. As such, staff believes publishing this RFP could be helpful in identifying ways to enhance the airport without creating a liability for the cities. The Airport Board has reviewed the RFP and has recommended that it be published.

attachment: proposed RFP



**REQUEST FOR PROPOSALS (RFP)  
FOR A MASTER DEVELOPER FOR TEN (10) ACRES OF LAND, MORE OR LESS,  
SOUTH HANGAR DEVELOPMENT AT SPANISH FORK-SPRINGVILLE AIRPORT**

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Issued By:

THE CITY OF SPANISH FORK AND THE CITY OF SPRINGVILLE  
April 2014

**ONE (1) ORIGINAL AND FOUR (4) COPIES OF THE PROPOSAL SHALL BE SUBMITTED**

All Proposals shall be addressed and sent to:

Spanish Fork-Springville Airport  
Attn: Cris Child  
50 South Main Street  
Springville, Utah 84663

The outside of each envelope or package must be labeled:

“RFP for Master Developer for Spanish Fork-Springville Airport Land”

[Name and Address of Proposer]

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M.  
MOUNTAIN TIME ON  
[Date TBD]**

**A PRE-PROPOSAL MEETING (NOT MANDATORY) WILL BE HELD AT [TBD] MOUNTAIN  
TIME ON [TBD] IN THE [TBD] AT THE SPRINGVILLE CITY OFFICE LOCATED AT 50  
SOUTH MAIN STREET, SPRINGVILLE, UTAH 84663**

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Proposals shall be submitted in sealed envelope(s) or package(s) at the time and date specified for receipt.

**REQUEST FOR PROPOSALS (RFP)  
FOR A MASTER DEVELOPER FOR TEN (10) ACRES OF LAND, MORE OR LESS,  
AT SPANISH FORK-SPRINGVILLE AIRPORT**

---

**GENERAL INVITATION**

The Cities of Spanish Fork and Springville (“Sponsor”) are soliciting statements of qualifications and proposals for a master developer for ten (10) acres of land, more or less, located on the grounds of the Spanish Fork-Springville Airport (“Airport”) from interested parties that meet the minimum qualifications set forth in this RFP.

One (1) original containing original signature(s) and four (4) copies of the proposal must be enclosed in sealed envelope or package, addressed and received by the Airport Manager by the date set forth in this RFP.

A pre-proposal meeting (not mandatory) will be held at [TBD] Mountain Time on [TBD] in the [TBD] at the Springville City Office located at 50 South Main Street, Springville, Utah, 84663. If proposer’s representative does not attend the meeting, please provide contact information (name, e-mail and fax) so that any addendums resulting from the pre-proposal meeting may be provided directly to proposer.

Results of the selection process will be announced to the proposers at a day and time to be determined by the Sponsor. The Sponsor reserves the right to rescind this RFP at its sole discretion at any time prior to the due date of the proposals.

**CAUTION: LATE PROPOSALS – Proposers are responsible for delivery of proposals before the due date and time. If delivery is delayed beyond the date and hour set for the receipt, proposals thus delayed may not be considered and may be returned unopened.**

No agreement shall be binding upon the Sponsor until authorization is received from the City Council and the necessary officials of the Sponsor sign an agreement.

Any false statement(s) made by proposer will void the proposal and eliminate proposer from further consideration. Verbal responses to inquiries shall not be binding; only written addenda to this RFP will modify its terms.

## **I. THE OPPORTUNITY**

The Sponsor desires to have a qualified person(s), firm or combinations of firms to serve as a master developer for ten (10) acres, more or less, (“the site”) located on the grounds of the airport. An aerial photograph of the general area identifying the project location is attached as **Exhibit A**.

### **A. SPANISH FORK-SPRINGVILLE AIRPORT**

The Airport is located west of Main Street in Spanish Fork City, Utah approximately ½-mile north from the Interstate 15 interchange. An aerial photograph of the general area identifying the airport location in relation to nearby access roads is attached as **Exhibit B**. The Airport is co-owned and operated by the City of Spanish Fork and the City of Springville.

The Airport facilities include a 5,700 by 75 foot asphalt runway (Runway 12/30) with Precision Approach Path Indicators (PAPIs). Runway 12/30 is served by a full length parallel taxiway. Additional facilities include 17 T-hangars, 67 box hangars and 40 aircraft tiedowns. Based aircraft at the Airport include 81 single-engine powered aircraft, 12 multi-engine powered aircraft, two jet powered aircraft, 15 helicopters, two gliders and two ultra lights. Total annual operations at the Airport are 27,264 which include 15,412 local general aviation operations, 11,752 itinerant general aviation operations and 100 military operations.

The Airport is currently in the process of extending Runway 12/30 to a length of 6,570 feet and future development of a non-precision instrument approach procedures to enhance the Airport’s safety and utility to local and transient aircraft.

### **B. MASTER DEVELOPMENT OPPORTUNITY**

The Airport is located within the fast-growing Utah County and Provo-Orem Metropolitan Statistical Area (“MSA”), which includes the nearby cities of Orem, Payson, Provo, Spanish Fork and Springville. The Provo-Orem MSA experienced a 39.8 percent growth in population between 2000 and 2010. The United States Census Bureau estimated an additional 9.4 percent growth in population between 2010 and 2013. The forecasts for aviation activity at the Airport project 203 based aircraft and 79,170 total annual operations by 2030.

The Sponsor desires to utilize the ten (10) acres of developable land for aviation activities including aircraft storage facilities and/or Specialized Aviation Service Operators (SASO). Additional details regarding the Master Development Opportunity are discussed in the Minimum Expectations section.

## II. PROPOSER INFORMATION

### A. QUALIFICATIONS

The Sponsor is seeking proposals from qualified person(s) or firms interested in the Opportunity described above. Proposers must demonstrate a successful track record for similar projects.

### B. BACKGROUND

The Airport is obligated by federal grants received for the development and operation of the Airport. Due to these and other obligations, the Sponsor will not sell the land, but will enter into a long-term lease for land. The Federal Aviation Administration (“FAA”) also limits the height of structures on the Airport. The maximum structure height on the site is estimated to be approximately 35 feet, but such height is subject to FAA approval. Local zoning codes may further restrict the height of structures. Building materials may not interfere with navigational aids. The Airport Layout Plan (“ALP”) is attached as **Exhibit C**.

The Sponsor will provide engineering services through the Sponsor’s on-call airport engineer for airside development including, but not limited to taxiways, taxilanes, aircraft parking aprons, signage, pavement markings and airfield lighting to ensure that FAA Design Standards are met. The successful proposer will reimburse the Sponsor for those airside engineering service costs. The configuration of these facilities will be based on the proposer’s development plan, pursuant to verification of meeting required FAA geometry and consistency with the current ALP. A conceptual configuration is attached as **Exhibit D**, but should not be deemed to establish a required configuration. Individualized development concepts are encouraged.

The proposer shall avoid wetland impacts to the maximum extent practicable. Unavoidable wetland impacts shall be minimized and mitigated in accordance with applicable permit requirements. A map depicting the locations of existing wetlands is attached as **Exhibit E**.

The successful proposer would also be responsible for making street frontage improvements along Third West Street as set forth by Spanish Fork City, as well as, the development of utilities and access infrastructure to the site.

### C. MASTER DEVELOPMENT AGREEMENT

The successful proposer will be required to enter into a Master Development Agreement (“Master Agreement”) and one or more, Ground Lease Agreements (“Lease Agreement”) and Aeronautical Service Agreements. The Lease Agreement(s) shall be for a term of fifteen (15) years with a potential of mutually agreed upon renewal(s) all contingent on concurrence by the FAA as to term of all such Lease Agreements and any renewals.

Ground lease payments for, all or portions, of the site shall be based on the market value of the land area(s) for the proposed use(s) as determined by the developer with the approval of the Sponsor, and with FAA concurrence.

In addition to payments required under the Agreements, transaction, sales and other taxes at the rate provided by law, shall be paid by Lessee in addition to any taxes imposed on Lessee's business activities conducted at this location.

#### **D. MINIMUM EXPECTATIONS**

The successful proposer is expected to deliver a development project that encompasses the ten (10) acre site with ground lease payments to commence no less than twelve (12) months from execution of the Master Agreement. The lease will be based on the market value of the acreage for the proposer's intended use(s) of the parcel. A specific development proposal for the ground lease site is required. As each development project within the Master Agreement and the development plan moves to inception, the uses must be clearly defined along with the quantification of project area(s) and specific, market-based ground rents.

The successful proposer would hold the Master Agreement to the land to be used specifically for aircraft storage facilities (i.e. apron, conventional hangars, sunshades and/or "T-hangars") and/or SASOs which may include but are not limited to flight instruction schools, flight simulator facilities, avionics sales, repair and installation specialists, aircraft manufacturers and/or repair stations, piston and/or turbine engine overhaulers, aircraft cleaning and/or detailing providers, parts fabrication, composite fabrication or aviation supply stores. Vehicle parking, access control, fencing, gates and landscaping should also be included. Residential uses of any type are precluded from inclusion in the Master Development Opportunity.

Proposers are encouraged to include estimates of underlying ground lease rates and/or percentage of gross sales they are prepared to pay subject to final negotiation with the Sponsor, which shall have the final authority in establishing ground lease and other payment rates. Proposers may include predevelopment and construction lease rate(s) in their proposal, subject to final negotiation with the Sponsor. Ground lease rates shall be adjusted from time-to-time based on a schedule to be negotiated with the Sponsor; however, the ground lease rate(s) shall never be less than the initial, post-construction, lease rate(s) concluded after negotiation with the Sponsor. Investments in access and utility infrastructure improvements made by the developer will be considered during lease rate negotiations.

If the developer defaults on any of their predevelopment and/or construction work in progress, the Sponsor shall be held harmless for any of the developer's costs incurred and/or all liens for materials and labor furnished to the site and any liability resulting from the developer's default.

## **E. PERFORMANCE GUARANTEE**

It is anticipated that the successful bidder will deliver an irrevocable letter of credit in the amount of \$1.5 million, from a financial institution suitable to the Sponsor in its sole discretion, as a guarantee of performance on the initial ground lease area. A letter of credit for less than \$1.5 million may be accepted at the discretion of the Sponsor. This letter of credit must remain in place until released by the Sponsor at the completion of the initial project and commencement of payments under the initial ground lease.

## **III. SELECTION PROCESS**

The Sponsor will review all proposals and may select one or more proposers to discuss their proposal, and may enter into negotiations for the Agreement. Upon conclusion of successful negotiations, an Agreement will be provided to one successful proposer and a recommendation will be made to the Sponsor for approval of the Agreement with the successful proposer. The Sponsor, in its sole discretion, reserves the right to accept any proposal and/or any part of parts thereof and/or reject any or all proposals.

Proposers are encouraged to be creative in providing a conceptual development plan that meets the Sponsor's preferences, identified above, while complying with the planned uses of the land.

## **IV. PROPOSAL REQUIREMENTS**

Proposals must be organized so that each element (identified under Proposal Content) is addressed in the order indicated. Proposers must answer all questions completely and accurately. Proposers must also furnish all required information/documents – failure to do so may result in disqualification.

Responses to the information requested in the Proposal Information section of the Invitation for Proposals (and the Proposal Statement and Proposal Affidavit) must be typed on the forms provided. Proposals that contain omissions, erasures, or alterations may be rejected.

Proposals must be typewritten using no smaller than 11-point font (the size used in this Invitation for Proposals) on standard 8 ½" by 11" paper. Page sizes up to 11" by 17" are acceptable for graphics, drawings or visual aids. Proposals, excluding exhibits, must not exceed 60 pages single sided.

## **V. PROPOSAL CONTENT**

1. Cover Letter

Each Proposer(s) must submit a cover letter identifying the proposing entity(ies) and the name of the proposed business. An authorized representative of the proposing entity must sign the cover letter.

2. Executive Summary

Each proposal must contain an Executive Summary that summarizes the key elements of the proposal. In addition, the Executive Summary should include a statement that explains why the proposer(s) is qualified to develop, operate, manage, and market the proposed facilities/services and why the proposer(s) would be the best selection.

3. Proposer(s) Information Form

Each proposer(s) must complete the proposer(s) information form and attach all required information and/or documentation.

4. Development Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A description of the proposed facilities, improvements, and associated amenities.
- b. Preliminary drawings (including a site plan) and a rendering of the proposed facilities and improvements.
- c. A cost estimate and schedule for the development of the proposed facilities and improvements.
- d. An overview of the background, experience, qualifications, capabilities, and role of each member of the design/construction team.
- e. Contact information and a minimum of three references for each member of the design/construction team.
- f. Evidence of the ability to obtain performance bond.
- g. Identify the proposed date for the commencement of operations.

5. Financial Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A demonstrated financial capacity to initiate the proposed development and provide working capital.
- b. A statement of financial responsibility from a qualified financial institution or from such other source as may be readily verified through normal channels.
- c. A three (3) year historical financial (profit and loss) statement.
- d. A three (3) year historical balance sheet.
- e. A five (5) year financial (profit and loss) projection.
- f. A cash flow statement.

6. Operating Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. A description of the proposed products and services.
- b. A description of the policies and procedures that will be utilized by the proposer(s) to include safety, emergency procedures, incident/accident prevention and reporting, environmental, security, communications and customer service.
- c. A description of the level, quality and manner in which the proposed products and services will be provided and facilities will be maintained.
- d. Evidence of the ability to obtain the insurance coverage.
- e. Copies of all applicable licenses, permits and operating certificates.

7. Management Plan

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. Statements of the proposer(s) mission, vision, and values.
- b. A chart depicting the proposer(s) organizational chart.
- c. Resumes (and a description of the roles and responsibilities) for the proposer(s) principals, managers (including general manager) and other key personnel.
- d. Proposed staffing levels (including management and operating level employees) that will be necessary to provide the proposed products and services and maintain the proposed facility.
- e. Five business references.
- f. Five financial references.

8. Qualifications and Experience

Proposer(s) must provide (and proposals will be evaluated based upon) the following:

- a. Descriptions of the proposer(s) experience qualifications, and capabilities pertaining to the development, operation and management of aviation business.

**VI. GROUNDS FOR DISQUALIFICATION**

The Sponsor may deny or disqualify any proposal for any one or more of the following reasons:

1. The proposer(s), for any reason, does not fully meet the qualifications, standards, and requirements established by the Sponsor. The burden of proof shall be on the proposer(s) and the standard of proof shall be by clear and convincing evidence.
2. The proposer(s) proposed activities and/or improvements will create a safety hazard at or on the Airport.
3. The acceptance of the proposal will require the Sponsor to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or improvements that the Sponsor is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the Sponsor.
4. The proposer(s) has either intentionally or unintentionally misrepresented or omitted material facts in the proposal or in supporting documentation.
5. The proposer(s) has failed to make full disclosure in the proposal or in supporting documentation.
6. The proposer(s) (or an officer, director, agent, representative, shareholder, or employee of Proposer(s) has a record of violating the regulatory measures of any other airport, FAA, or any other regulatory measure applicable to the Airport or the Proposer(s)'s proposed activity.
7. The proposer(s) (or an officer, director, agent, representative, shareholder or employee of Proposer(s)) has defaulted in the performance of any lease, sublease or other agreement at the Airport or at any other airport.
8. The proposer(s) does not exhibit adequate financial responsibility or capability to undertake the proposed activity.
9. The proposer(s) cannot provide a performance bond or applicable insurance in the type and amounts required by the Sponsor for the proposed activity.
10. The proposer(s) (or an officer or director of Proposer(s)) has been convicted of a felony.
11. The proposer(s) seeks terms and conditions which are inconsistent with Sponsor policies, the Invitation for Proposals) or are not in the best interest of the Sponsor.

## VII. AIRPORT SPONSOR NON-NEGOTIABLE LEASE TERMS

The following items are non-negotiable terms for a potential Lease Agreement. The list is not intended to be all-inclusive but shall provide the Proposer with terms that may be of prime importance when developing its proposal.

1. The Lease Agreement shall be for a term of fifteen (15) years with a potential of mutually agreed upon renewal(s) all contingent on concurrence by the FAA as to the terms of such Lease Agreement and any renewals.
2. Non-Discrimination Covenants:
  - a. Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise on the Premises described in this Lease Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended, superseded or modified.
  - b. Tenant, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
    - i. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.
    - ii. In the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
    - iii. Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended, superseded or modified.
  - c. In the event of breach of any of the above non-discrimination covenants, the Sponsor shall have the right to terminate this Lease Agreement and to re-enter and repossess the Premises and facilities thereon and hold the same

as if said Lease Agreement had never been made or issued. Notwithstanding the foregoing, it is specifically agreed that nothing in this Article shall prevent Tenant from exhausting all administrative and/or judicial remedies available to Tenant in resisting or defending against any claims or claim of breach or default or noncompliance hereunder.

3. Subordination of Lease Agreement to private sector financing may be permitted subject to the execution of a Subordination Lease Agreement with the Airport Sponsor which shall contain the following caveats:
  - a. No such subordination shall be construed as granting a fee interest in the Sponsor's real property.
  - b. All proceeds of any financing shall be used for Developer's project on the property.
  - c. Developer or Lender shall provide the Sponsor with notice of any successor mortgagee together with the name and address of such mortgagee. Such successor mortgagee along with the Lender is collectively referred to herein as the "Lender".
  - d. Lender may rely on all provisions of the Lease Agreement between the Sponsor and Developer and this Lease Agreement.
  - e. When giving notice of default of any term of the Lease Agreement, the Sponsor agrees to provide a copy of such notice to the Lender.
  - f. If Developer fails to cure any default within the period provided in the Lease Agreement, the Sponsor shall give notice to that effect to the Lender. Lender shall then have the right, but not obligation, to cure or cause to be cured any such default within ten (10) days from the date of the Sponsor's notice to Lender. The Sponsor shall accept such cure by Lender as though Developer had performed the same.
  - g. If Lender fails or elects to not cure any default by Developer within the 10-day period provided in subsection (f) above and if the Lender desires to prevent the exercise of the Sponsor's remedies by virtue of Developer's default, the Lender must initiate foreclosure proceedings or other appropriate legal action within ninety (90) days after the expiration of the 10-day period provided in subsection (f) above. Lender or its successor-in-interest shall diligently prosecute such action. If the Lender is successful in such foreclosure or other legal action, Lender shall immediately cure the default and, upon cure, Lender will acquire the Interest. During the periods set forth in this subsection (g) and subsection (f) above, the Sponsor will not exercise its right to terminate the Lease Agreement with respect to the particular default.
  - h. In the event Lender acquires the Interest, Lender may:
    - i. Enter into a new Lease Agreement with the Sponsor with respect to the Leased Premises, with said agreement containing the same terms and conditions as provided in the Lease Agreement and for a period not to exceed the remaining term of the Lease Agreement.

- ii. Transfer the Interest so acquired, subject to execution by the transferee or an agreement with the Sponsor with respect to the Leased Premises, with said agreement containing the same terms and conditions as provided in the Lease Agreement for a period not to exceed the remaining term of the Agreement.
- 4. The following federal requirements shall be included in the Lease Agreement between the Sponsor and Developer:
  - a. Sponsor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Developer and without interference or hindrance.
  - b. The Sponsor reserves the right, but shall not be obligated to the Developer, to maintain and keep in repair the landing area of the Airport and all publically-owned facilities of the airport, together with the right to direct and control all activities of the Developer in this regard.
  - c. The Lease Agreement shall be subordinate to the provisions and requirements of any existing or future agreements between the Sponsor and the United States, relative to the development, operation or maintenance of the Airport.
  - d. Developer agrees to comply with the notification and review requirements covered in 14 CFR Part 77 (FAA Form 7460-1) in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
  - e. The Sponsor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off or operation on the Airport.
  - f. Developer expressly agrees for itself, its successors and assigns that it will not construct, nor permit to stand, on said Premises any building, structure, poles, trees or other objects whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace.
  - g. The Sponsor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real property herein conveyed to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 CFR Part 77 standards and requirements regarding obstructions in navigable airspace. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other objects that may at anytime project or extend above said surfaces.

- h. Developer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as it makes it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering or aircraft.
- i. Developer expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffers the use of the Premises in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

### **VIII. PROPOSAL GUARANTEE**

Each proposal must be accompanied by a cashier's check made payable to the order of Spanish Fork-Springville Airport in the sum of \$5,000. The proposal guarantee shall be returned to all proposers within five working days after the successful proposer has been selected. Notwithstanding the previous sentence, if the successful proposer fails to agree to the terms and conditions of the Master Agreement to be issued as an addendum to this Invitation to Proposals, and any subsequent addenda, its proposal guarantee will not be returned.

### **IX. REQUIRED ATTACHMENTS**

The following attachments are required for consideration:

1. Cashiers, certified check or bid bond in the amount of Five Thousand Dollars (\$5,000.00) which serves as the Proposal Guarantee. Security is to be made payable to: Spanish Fork-Springville Airport;
2. One (1) original plus four (4) copies of the proposal (containing all forms and other required information);
3. Proposer Information Form;
4. Proposal Statement;
5. Proposal Affidavit

### **PLEASE NOTE:**

All proposals shall conform to the instructions given in the RFP. Careful attention should be given to the information requirements. Failure to adhere to these minimum

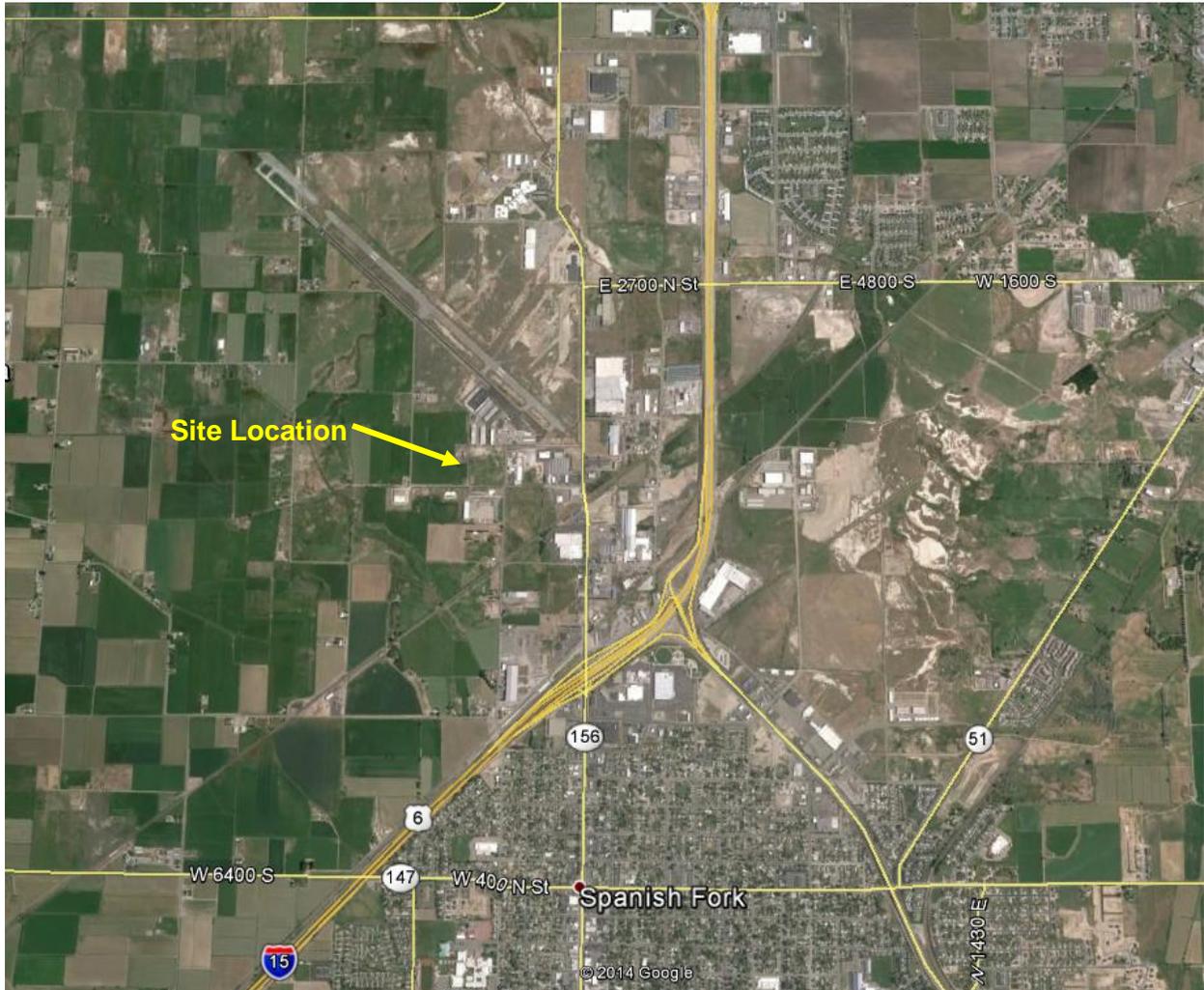
requirements may result in disqualification of proposal. Any false claims made in the Proposal are a basis for termination of any Agreement.

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EXHIBIT A – AERIAL PHOTOGRAPH WITH SITE LOCATION



**EXHIBIT B – LOCAL AREA AERIAL PHOTOGRAPH**





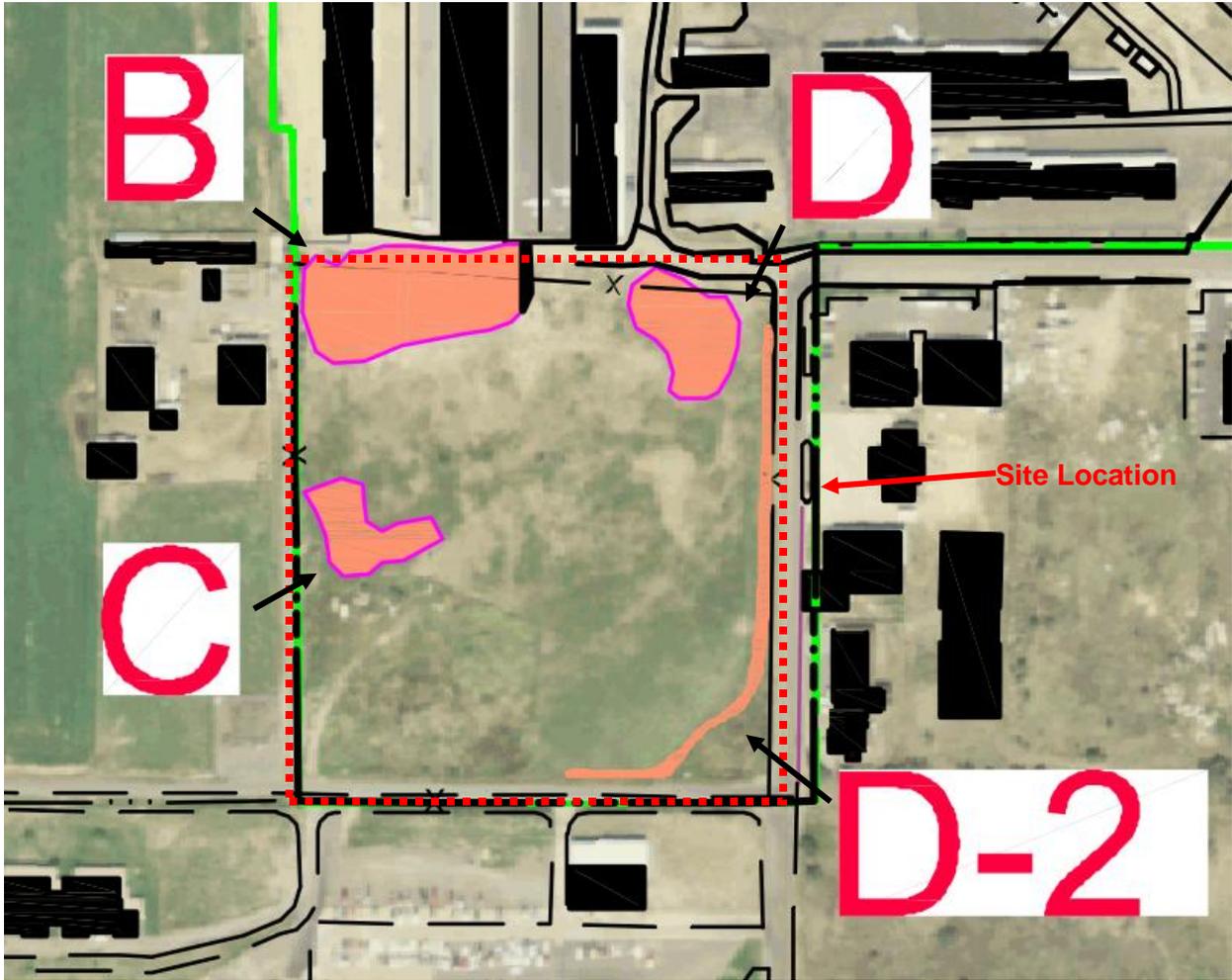
**EXHIBIT D – CONCEPTUAL LAYOUT DRAWING**



<u>Legend</u>	
Blue	= Future Hangars and/or Buildings
Yellow	= Future Taxilanes and Vehicle Parking
Gray	= Existing Roadways
Red	= Existing Wetlands or Ditch

**Note:** Conceptual configuration is for reference only. Individualized proposal concepts are encouraged.

EXHIBIT E – EXISTING WETLANDS AT SITE LOCATION



<u>Legend</u>	
B	Wetland
C	Wetland
D	Wetland
D-2	Water of the United States

NOTE: Will require coordination with U.S. Army Corps of Engineers prior to development.