

# ORDINANCE No. \_\_\_\_\_

## ROLL CALL

VOTING	YES	NO
<b>STEVE LEIFSON</b> <i>Mayor (votes only in case of tie)</i>		
<b>CHAD ARGYLE</b> <i>Council member</i>		
<b>STACY BECK</b> <i>Council member</i>		
<b>BRANDON B. GORDON</b> <i>Council member</i>		
<b>SHANE MARSHALL</b> <i>Council member</i>		
<b>MIKE MENDENHALL</b> <i>Council member</i>		

I MOVE this ordinance be adopted:

I SECOND the foregoing motion

ORDINANCE No.

**AN ORDINANCE AMENDING TITLE 15, CHAPTER 3, OF THE SPANISH FORK MUNICIPAL CODE RELATED TO TRANSFER OF DEVELOPMENT RIGHTS (TDR).**

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;

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;

WHEREAS the Spanish Fork City Council desires to enact provisions of the Spanish Fork Municipal Code, sections 15.3.20.080, Transfer of Development Rights (TDR) Sending Overlay, and 15.3.20.090, Transfer of Development Rights (TDR) Receiving Overlay, as tools to preserve the area known as the River Bottoms as perpetual open space and agricultural land and encourage the transfer of development rights to other parts of the City more suitable to development;

WHEREAS the City has held many focus groups, neighborhood meetings, and open houses to gather public input on the proposed ordinance;

WHEREAS a public hearing was held before the Planning Commission on \_\_\_\_\_, 2021, whereat public comment was received; and

WHEREAS a public hearing was held before the Spanish Fork City Council on \_\_\_\_\_, 2021, whereat additional public comment was received;

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

**Section 1. Amendment of Spanish Fork Municipal Code.** The Spanish Fork Municipal Code is hereby amended to enact and amend the sections as set forth below. Only the sections contained below are hereby enacted or amended. No other provision of the Spanish Fork Municipal Code is amended by this ordinance. The definitions listed below shall be placed in the section in alphabetical order.

**15.1.04.020 Definitions**

...

“Commercial Center” is a commercially focused center in which economic, social, cultural and administrative services of the city are concentrated. It is a complex of retail store and related facilities comprising at least 10 contiguous acres.

“**Conservation Easement**” means an easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.

“**Deed of Severance**” means an instrument executed by a property owner and Spanish Fork City by which TDRs are severed from a Sending Property. A Deed of Severance may be combined with a Conservation Easement. A Deed of Severance shall be in substantially the same form as shown in Exhibit \_\_\_\_.

“**Deed of Transfer**” means an instrument signed by the owner of a TDR transferring a TDR to a receiving property. A Deed of Transfer shall be in substantially the same form as shown in Exhibit \_\_\_\_

“**Determination of Eligibility**” means a process performed by the Community Development Director or designee that determines the number of TDRs possible to be eligible for transfer from a Sending Property or the number of TDRs eligible to be transferred to a Receiving Property.

“**Development rights**” mean the rights of the owner of a parcel of land, under the land development regulations in Part 3 of this Title as of [date ordinance becomes effective] or upon annexation, whichever is later, to place that parcel and the structures thereon to a particular use or to develop that land and the structures thereon to a particular area, density, bulk, or height.

“**Employment Center**” is an employment focused center in which economic, social, cultural and administrative services of the city are concentrated. It is a complex of office buildings and related facilities comprising at least 10 contiguous acres.

“**Posterity Home**” means a single-family dwelling to be constructed on property that has been owned by actual persons within a family or extended family or a family trust for more than one generation. To qualify for a Posterity Home ownership may not have been in a

corporation, limited partnership, limited liability company, or other business entity within the last two generations.

**“Major transit facility”** a public transportation boarding / deboarding facility which includes a shade structure and seating. Light rail, commuter rail, and bus rapid transit (BRT) shall be considered Major Transit Facilities.

**“Receiving area”** means an overlay zoning district established by Spanish Fork City and designated by the General Plan map as an area in which purchased development rights may be used.

**“Receiving property”** means a lot or parcel within a receiving area and within which development rights are increased pursuant to a transfer of development rights affixed to the property. A receiving property must be appropriate and suitable for development and must be sufficient, or made to be sufficient, to accommodate the transferable development rights of the sending property.

**“Sending area”** means one or more areas identified by this ordinance and designated by the General Plan map as an area from which development rights are authorized to be severed and transferred to a receiving area.

**“Sending property”** means a lot or parcel within a sending area from which development rights are authorized to be severed.

**“Severance of development rights”** means the process by which development rights from a sending property are severed pursuant to this ordinance.

**“Transfer of development rights”** means the process by which development rights from a sending property are affixed to one or more receiving properties.

**“Transferable development rights”** (TDR) means all or that portion of development rights that are transferred or are transferable.

**“Transfer of Development Rights Certificate”** or **“TDR Certificate”** means a certificate issued by the Spanish Fork City Community Development Director or designee that indicates a

number of Transferable Development Rights that have been generated from a Sending Property, which may be transferred to a Receiving Property.

“Transit station” means a dedicated rail, light-rail, bus rapid transit facility, or unmanned aerial vehicle facility.

### **15.3.20 Overlay District Regulations**

15.3.20.010 Airport Impact Overlay

15.3.20.020 Floodplain Hazard Overlay (Reserved)

15.3.20.030 Geologic Hazards Overlay (Reserved)

15.3.20.040 Surface Mining Overlay

15.3.20.050 Self Storage Overlay

15.3.20.060 Development Enhancement Overlay

15.3.20.070 Aggregate Transportation, Storage And Reclamation Overlay

15.3.20.080 Transfer of Development Rights Sending Overlay

15.3.20.090 Transfer of Development Rights Receiving Overlay

#### **15.3.20.080 Transfer of Development Rights Sending Overlay**

This district is intended to preserve the area known as the River Bottoms as agricultural land and perpetual open space. This goal will be achieved as development activity in the River Bottoms is limited. In order to limit development in the River Bottoms without unduly limiting the monetary value of properties in the River Bottoms, a Transfer of Development Rights (TDR) program has been established. This TDR program creates development rights and allows for the transfer of development rights in accordance with provisions contained in this Overlay. These provisions are not intended to increase development throughout the City but rather to shift existing development potential or rights to areas that are more appropriate for residential development.

The purposes of this Transfer of Development Rights Program, or TDR Program, include, but are not limited to:

1. Protect and enhance private property rights by enabling the transfer of development rights.
2. Improve the quality of life for the citizens of Spanish Fork City.

3. Promote the public health, safety, and general welfare of Spanish Fork City by establishing procedures, methods, and standards for the transfer of development rights within its jurisdiction.
4. Establish a procedure enabling Spanish Fork City and its landowners to voluntarily sever development rights from a sending property.
5. Establish a procedure for ownership of development rights that have been severed from a sending property and not yet attached to a receiving property.
6. Establish a procedure for attaching severed development rights to a receiving property in receiving areas that have adequate community facilities, including transportation, to accommodate additional development.
7. Establish certain incentives for attaching development rights to receiving properties.
8. Establish certain mechanisms for the purchase of severed development rights and conversion of development rights into residential density, and otherwise assist Spanish Fork City in the implementation of its General Plan.
9. Preserve open space, scenic views, and critical and sensitive area.
10. Conserve agricultural and riparian uses of land.
11. Protect lands, resources and structures of aesthetic, architectural, and historic significance.
12. Conserve and protect water resources and environmentally sensitive lands, waters, and other natural resources.
13. Assist in shaping the character and direction of the development of Spanish Fork City.

A. Permitted Uses:

1. Agriculture, including the production of food and fiber crops, and tree farms, grazing and animal husbandry of livestock and associated structures.
2. Agritainment.
3. Commercial horse riding, training and boarding stables.
4. Living quarters for agricultural employees employed on the premises.
5. One (1) Posternity Home per parcel.
6. Wholesale plant nurseries.
7. One (1) single-family dwelling on parcels with 40 or more acres.
8. Municipal facilities required for local service.
9. The creation and transfer of Development Rights in accordance with 15.3.20.080 E.
10. Restoration, maintenance, enhancement of native vegetation.

11. Publicly owned and operated parks and open space facilities.

B. Uses Subject to Conditions:

1. Home Occupations (as described in §5.40.010 et seq.).
2. Manufactured Homes (as described in §15.3.24.040 et seq.).
3. Seasonal fruit, vegetable, tree, and hay retail sales in structures of less than 500 square feet when at least some of the products being sold are raised on the premises. Subject to having access, parking, and any utility needs approved by the DRC.

C. Uses Subject to Conditions Use Permit (See §15.3.08.060):

1. Wireless communication facilities on existing structures, with the intent to make them “stealth” facilities, which are not noticeable to a degree greater than the structure to which it is attached; or new stealth facilities which are camouflaged into its surroundings.

D. Sending Areas Identified.

1. Sending areas shall be designated on the Land Use Map of the General Plan.
2. Where a property is partially contained within a Sending Area, only the portion of the property contained within the Sending Area may be used for the purposes of determining transferable development rights (TDRs).
3. A Deed of Severance and a Conservation Easement shall be recorded on the sending property from which development rights were severed, and the property can only be used as outlined in this section.
4. Any landowner within the Transfer of Development Rights Sending Overlay Zone may apply to have TDRs created for their property based on the Flood Zone designations and slope analysis of their property. For the property to be considered in this program, the entire contiguous property within the proposed River Bottoms Overlay District must be submitted at the time of application with the City.
5. All areas within the Floodway or with 30% slopes or greater will not be eligible for any TDR allocation.

E. Determination of Transferable Development Rights.

1. The Community Development Director shall establish and maintain a system for monitoring the determination, severance, ownership, assignment and transfer of TDRs.
2. A Determination of Eligibility Application for determining the number of TDRs available to be severed from a sending property shall be filed with the City. The following information must accompany the application:
  - a. A map that includes the following:
    - i. The boundary of the subject property.
    - ii. A legal description.
    - iii. Zoning.
    - iv. Areas that are in the Floodway.
    - v. Areas that are in the 100-year Floodplain.
    - vi. Areas that have slopes that exceed 30%.
    - vii. A data table that identifies how much acreage is in the subject property, how much is in the Floodway, how much is in the 100-year Floodplain, how much area has a slope of 30% or greater, and the number of TDRs that the property is eligible to obtain.
  - b. Title policy or title documentation.
  - c. Applicable fees.
  - d. Additional information required by Spanish Fork City to determine the number of TDRs being established.
3. A statement of the number of TDRs proposed to be transferred from the sending property, and calculations upon which the number is based. The number of TDRs shall be determined using the following formula, and rounded to the nearest whole number (see subsection (E)(3)(b) for clarification):
  - a.  $TDR = (A - F) \times B$  where:
    - i. "TDR" is Transferable Development Rights.
    - ii. "A" is the total area of the property.
    - iii. "F" is area of the property within the Floodway or with 30% slopes or greater.



iv. "B" is the base density, defined as follows:

1. 1 unit per acre for areas in the 100-year floodplain.
2. 2 units per acre for areas outside of the 100-year floodplain.

b. If the area of a property that has not been subdivided results in a calculated TDR of less than 0.5, and is outside of the floodway, the determination of one (1) TDR shall be available for severance.

F. Severance of Development Rights.

1. Any proposed severance of development rights may be initiated only upon application to the City by the record owners of the sending properties.
2. Spanish Fork City may not require property owners to sever development rights as a condition of the development of any property.
3. A severance of development rights occurs after the owner of the sending property receives a signed TDR Certificate with the number of allotted TDRs from the City and records a Deed of Severance. The Deed of Severance must transfer development rights to one or more parties, which may include the grantor, and may, but is not required to, affix development rights to one or more receiving properties.
4. The Deed of Severance must be executed by the property owners of the development rights being severed, and by any lien holders of such property.
5. No Deed of Severance may be recorded under this ordinance unless the Deed of Severance contains a copy of the TDR Certificate signed by the City indicating the number of TDRs being severed.
6. The Deed of Severance must contain a Conservation Easement, both of which shall run with the land and must assure that the prohibitions against the use and development of the sending property will bind the landowner and every successor in interest to the landowner.
7. The Deed of Severance and Conservation Easement shall be recorded in the office of the Utah County Recorder. Upon recordation of the Deed of Severance:
  - a. The TDRs are severed from the sending property.

- b. The conservation easement shall be in compliance with the permitted uses in the Transfer of Development Rights Sending Overlay.
8. The Deed of Severance shall be in a form substantially similar to the Deed of Severance attached as an exhibit to this ordinance and must otherwise comply with the requirements of this ordinance. Any changes to the deed attached as an exhibit in a particular case shall be in a form that is approved by the Spanish Fork City Attorney.

#### 15.3.20.090 Transfer of Development Rights Receiving Overlay

This district is intended to preserve the area known as the River Bottoms as perpetual open space and agricultural land. This goal will be achieved as development activity in the River Bottoms is limited. In order to limit development in the River Bottoms without unduly limiting the monetary value of properties in the River Bottoms, a Transfer of Development Rights (TDR) program has been established. This TDR program creates development rights and allows for the transfer of development rights in accordance with provisions contained in the Overlay. These provisions are not intended to increase development throughout the City but rather to shift existing development potential or rights to areas that are more appropriate for residential development.

The purposes of this Transfer of Development Rights Program, or TDR Program, include, but are not limited to:

1. Protect and enhance private property rights by enabling the transfer of development rights.
2. Improve the quality of life for the citizens of Spanish Fork City.
3. Promote the public health, safety, and general welfare of Spanish Fork City by establishing procedures, methods, and standards for the transfer of development rights within its jurisdiction.
4. Establish a procedure enabling Spanish Fork City and its landowners to voluntarily sever development rights from a sending property.
5. Establish a procedure for ownership of development rights that have been severed from a sending property and not yet attached to a receiving property.
6. Establish a procedure for attaching severed development rights to a receiving property in receiving areas that have adequate community facilities, including transportation, to accommodate additional development.
7. Establish a procedure for identifying sending areas and receiving areas.
8. Establish certain incentives for severing development rights from sending properties.

9. Establish certain incentives for attaching development rights to receiving properties.
  10. Establish certain mechanisms for the purchase of severed development rights and conversion of development rights into residential density, and otherwise assist Spanish Fork City in the implementation of its General Plan.
  11. Preserve open space, scenic views, and critical and sensitive area.
  12. Conserve agricultural and riparian uses of land.
  13. Protect lands, resources and structures of aesthetic, architectural, and historic significance.
  14. Conserve and protect water resources and environmentally sensitive lands, waters, and other natural resources.
  15. Assist in shaping the character and direction of the development of Spanish Fork City.
- A. Permitted Uses are limited to those uses which are permitted in the underlying zoning districts.
  - B. Uses Subject to Conditions are limited to those that are allowed in the underlying zoning districts.
  - C. Uses Subject to Conditions Use Permit (See §15.3.08.060) are limited to those that are allowed in the underlying zoning districts.
  - D. Receiving Areas Identified.
    1. Receiving areas shall be designated on the Land Use Map of the General Plan and shall function as overlay zones, such that all the provisions of the underlying zone shall apply, unless altered by the provisions of the overlay.
    2. Where a property is partially contained within a Receiving Area, only the portion of the property contained within the Receiving Area may be used for the purposes of applying transferable development rights (TDRs).
    3. The City Council may designate additional area as a Receiving Area. For future receiving area designations, the Planning Commission and City Council, in accordance with city code, shall consider the ability of the property, utilities, nearby roadways, proximity to transit and other multi-modal facilities, and other land use characteristics to accommodate additional density on the property.
    4. Whenever the governing body designates new receiving areas or amends its designations of receiving areas, the development rights permitted to be attached

in the receiving areas will be equal to or greater than the development rights permitted to be severed in the sending areas.

5. A receiving property may only use the development rights permitted in accordance with the zoning regulations applicable to the receiving property as shown in the table below:

Base Zoning	Base Density	Receiving Density	Density Multiplier	Density Increase	Maximum Density
R-1-12	2.61	2	1	2	4.61
R-1-9	3.48	2	1	2	5.48
R-1-8	3.92	2	1	2	5.92
R-1-6	5.23	2	1	2	7.23
R-3	12	2	3	6	18
R-4	20	4	4	16	36
R-5	18	4	2	8	26

6. The density multipliers above are based on the properties' abilities to accommodate added density. These abilities include proximity to:
  - a. An existing or future freeway interchange.
  - b. A lighted highway intersection.
  - c. A major transit facility.
  - d. Downtown Main Street.
  - e. An existing or future transit station.
  - f. An existing or future commercial center.
  - g. An existing or future employment center.
  - h. An existing or future mixed-use center.
7. No amendment to the Zoning Map, nor any amendments to the text of the zoning ordinance with respect to the zoning district applicable thereto initiated by the governing body, which eliminate, or materially restrict, reduce, or downzone the uses, or the density of uses permitted in the zoning district applicable to any property to which development rights have been transferred, shall be effective with respect to such property unless there has been mistake, fraud, or a material change in circumstances substantially affecting the public health, safety, welfare, or demographic necessity where otherwise no development could happen in or adjacent to Spanish Fork City.

E. Transfer of Development Rights to Receiving Properties.

1. Any proposed transfer of development rights may be initiated only upon application by the owners of the sending properties, holders of a TDR Certificate or owners of the receiving properties.
2. Spanish Fork City may not require property owners to transfer or receive a transfer of development rights as a condition of the development of any property.
3. An application for a determination of eligibility to determine the number of residential development rights available to be transferred and affixed to one or more receiving properties in compliance with this ordinance must include:
  - a. A completed determination of eligibility application.
  - b. A tax map, plat or site plan outlining the boundaries of the property for each lot, tract or parcel as described in the deed.
  - c. A zoning map of the property.
  - d. A title policy or other title documentation for the receiving property including a legal description of the receiving property.
  - e. A copy of a survey plat of the proposed receiving parcel prepared by surveyor licensed in the State of Utah.
  - f. A statement of the number of residential development rights proposed to be transferred and affixed as residential development rights to one or more receiving properties, and calculations upon which the number is based.
  - g. All applicable fees.
  - h. Any additional information required by Spanish Fork City as necessary to determine the number of residential development rights that qualify for transfer.
4. The City shall provide a written statement of the maximum number of TDRs available to be transferred and affixed to one or more receiving properties.
5. A transfer of development rights occurs when the owner of the development rights records a Deed of Transfer against the receiving property in the land records of Utah County.
6. The Deed of Transfer must be executed by the property owners of the development rights being transferred, and any lien holders of such property owners, and must identify the development rights being severed,

- and the sending properties and/or the receiving properties, as applicable.
7. No Deed of Transfer may be recorded among the land records of Utah County unless the Deed of Transfer contains a copy of the signed TDR Certificate by the Community Development Director indicating the number of residential development rights being transferred and/or affixed to one or more receiving properties.
  8. Upon recordation of the Deed of Transfer, the transferable development rights are conveyed to one or more parties and/or are affixed to one or more receiving properties stated in the Deed of Transfer.
  9. The Deed of Transfer must be in a form substantially similar to the Deed of Transfer attached as an exhibit to this ordinance and must otherwise comply with the requirements of this ordinance and any changes to the deed attached as an exhibit in a particular case shall be in a form that is approved by the Spanish Fork City Attorney.
  10. Any transfer of development rights to a receiving property pursuant to this ordinance only authorizes an increase in maximum residential density and does not alter or waive the regulations otherwise applicable to the receiving property in a particular zoning district.

**Section 2. Effective Date.** This ordinance shall be effective twenty days after passage and publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,  
UTAH: \_\_\_\_\_, 2021.

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STEVE LEIFSON, Mayor

Attest:

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Kent R. Clark, City Recorder

DEED OF SEVERANCE AND CONSERVATION EASEMENT



When Recorded, return to:  
Spanish Fork City  
Attn: Community Development Director  
40 South Main Street  
Spanish Fork, UT 84660

Affecting Parcel No(s). \_\_\_\_\_

### **Deed of Severance and Conservation Easement**

This Deed of Severance and Conservation Easement (“Deed”) is made this \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Grantor”) and Spanish Fork City, a Utah municipal corporation, (“Holder”).

#### **RECITALS**

WHEREAS Grantor is the sole owner in fee simple of certain real property, which is more particularly described in Exhibit A, attached hereto and incorporated by this reference (“Property”);

WHEREAS Grantor desires to sever the development rights from the Property, which rights may be transferred to other receiving property within Spanish Fork City pursuant to Sections 15.3.20.080 and 15.3.20.090 of the Spanish Fork Municipal Code (“TDR Program”);

WHEREAS Grantor desires to convey and dedicate a conservation easement created pursuant to Utah Code Ann. § 57-18-1 *et. seq.* on the Property to Holder; and

WHEREAS Holder desires to accept the dedication of conservation easement to further the stated goals of the TDR Program ;

NOW, THEREFORE, Grantor and Holder, for and in consideration of the foregoing do hereby agree as follows:



## **1. Severance of Transferable Development Rights**

The development rights associated with the Property are hereby severed and converted to Transferable Development Rights ("TDRs"). The TDRs severed from the Property are eligible to transfer to other places within Spanish Fork City consistent with the TDR Program and are evidenced by that certain Certificate of Transferable Development Rights No. \_\_\_\_\_. Further development of the Property is prohibited except as in accordance with the TDR Program.

## **2. Conservation Easement**

In consideration of the TDRs granted and the severance of the development rights from the Property, Grantor does hereby grant and convey, pursuant to and in accordance with Utah Code Ann. § 57-18-1 *et. seq.*, in perpetuity, to Holder, its assigns and successors in interest, a conservation easement in said real property of the Grantor of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantor, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors and assigns, with Holder and its assigns to do and refrain from doing, severally and collectively, upon the Grantor's said property, the various acts hereinafter mentioned.

The restrictions hereby imposed upon the use of said property of the Grantor, and the acts which said Grantor so covenants to do and refrain from doing upon its said property in connection therewith are and shall be as follows:

- a. The easement property herein described shall be kept in a manner consistent with the TDR Program.
- b. Except as allowed by the TDR Program, there shall be on or in the easement property no fillings, excavating, removal of topsoil, sand, gravel, rock, minerals or other materials nor any building of roads or

- change in the topography of the land in any manner, other than that caused by the forces of nature, or as reserved hereafter.
- c. Herbicides and pesticides can be sprayed, when it is necessary for the raising of crops. Fencing will be allowed where necessary for farming operations or confining livestock.
  - d. No power lines with voltage in excess of 12kV may be erected, nor any interest in the easement property shall be granted for this purpose. The Grantor reserves the right and easement on the real property to maintain and repair existing telephone, electric, water wells, or other utility lines or mains needed to provide for the needs of the Grantor, its successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.
  - e. The land shall at all times be kept free of garbage, trash, and inoperable machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon.
  - f. Each and every other activity or construction which might reasonably endanger the natural, agricultural, or scenic state of the easement property is forbidden.
  - g. Spanish Fork City reserves the right to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantor has not eliminated said violations, Spanish Fork City may remove or eliminate, at the expense of the landowner, any violation by Grantor of the easement. A Spanish Fork City authorized representative may enter upon said lands for the purpose of inspection with 48 hours' notice to the owner. This is not a public easement.
  - h. Spanish Fork City reserves the right to post or clearly mark the boundaries of said easement.

The conservation easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor which are expressly reserved hereunder.

1. Except as expressly limited herein, the Grantor reserves for itself, its heirs, successors and assigns, all rights as owner of the easement property, including the right to use the easement property for all ownership purposes not inconsistent with this easement or the TDR Program, including agricultural uses or other uses allowed by the TDR Program.
2. The right to build structures for agricultural use and occupancy subject to following applicable rules of the TDR Program, building codes, and setback regulations.

The lands of the Grantor, herein above referred to and to which the provisions of this instrument apply, are situated in Spanish Fork City, County of Utah, the State of Utah, and are more particularly described as follows:

See Attached "Exhibit A".

TO HAVE AND TO HOLD unto Spanish Fork City and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantor, its heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described land

IN WITNESS WHEREOF, the Grantor has hereunto set hand on the day and year first above written, Signed and acknowledged in the presence of GRANTOR:

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STATE OF UTAH            )

: ss

COUNTY OF UTAH        )

Before me, a notary public in and/or said county and state, personally appeared the above-named Grantor, who acknowledged that he/she did sign the forgoing instrument and that the same is her free act and deed whereof I hereunto set my hand and official seal this \_\_\_\_\_ day \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

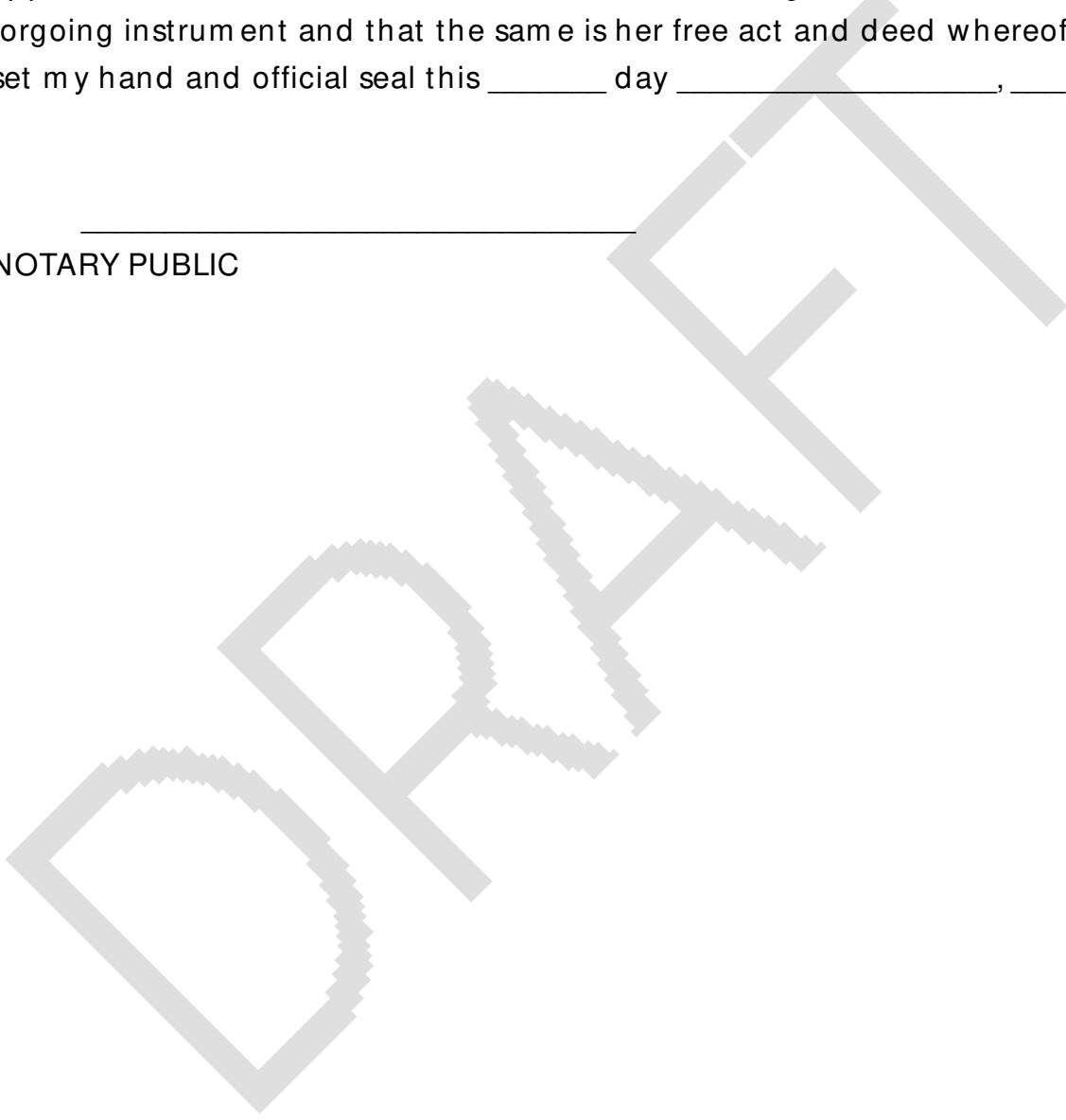


EXHIBIT A

PROPERTY DESCRIPTION



TRANSFERABLE DEVELOPMENT RIGHTS CERTIFICATE

DRAFT



## Certificate of Transferable Development Rights

TDR Certificate Number: 20.0001

This document certifies that:

1. Owners of real property located in Spanish Fork, Utah, have filed a Determination of Eligibility Application with the Spanish Fork City Community Development Department to determine whether the property is eligible for the creation of Transferable Development Rights.
2. The Spanish Fork City Community Development Department Director has determined that the property is eligible for the creation of Transferable Development Rights in accordance with 15.3.20.080 of the Spanish Fork City Municipal Code.
3. The Spanish Fork City Community Development Department Director has determined the number of Transferable Development Rights that the property is eligible for in accordance with 15.3.20.080 of the Spanish Fork City Municipal Code.
4. The owners of the property have signed a Deed of Severance and Conservation Easement.
5. This Certificate represents the creation of Transferable Development Rights that will become valid and enforceable in accordance with 15.3.20.080 and 15.3.20.090 of the Spanish Fork City Municipal Code upon the lawful and proper recordation of the Deed of Severance and Conservation Easement.
6. The following number of Transferable Development Rights are created and severed from the property identified by the Parcel ID Number below and further described by the attached legal description.
7. The Transferable Development Rights represented by this Certificate are eligible to be transferred to Receiving Areas in Spanish Fork City in accordance with Sections 15.3.20.080 and 15.3.20.090 of the Spanish Fork Municipal Code.

Transferable Development Rights granted: \_\_\_\_\_

Property from which Transferable Development Rights originated (Utah County Parcel ID Number): \_\_\_\_\_

\_\_\_\_\_  
Community Development Director

\_\_\_\_\_  
Date

EXHIBIT C

DEED OF TRANSFER

DRAFT



When Recorded, return to:  
Spanish Fork City  
Community Development Director  
40 South Main Street  
Spanish Fork, UT 84660

Affecting Parcel No. \_\_\_\_\_

### Deed of Transfer

Deed of Transfer Number: 20.0001

Owners:

This document certifies that:

1. Owners are the holders of a Certificate of Transferable Development Rights ("TDR Certificate") No. \_\_\_\_\_, which evidences transferable development rights ("TDRs") eligible for transfer to a receiving property consistent with Spanish Fork City pursuant to Sections 15.3.20.080 and 15.3.20.090 of the Spanish Fork Municipal Code ("TDR Program").
2. Owners have filed a Determination of Eligibility Application with the Spanish Fork City Community Development Department to determine whether the TDRs are eligible to be transferred to receiving property within Spanish Fork City.
3. The Spanish Fork City Community Development Department Director has determined, in accordance with 15.3.20.090 of the Spanish Fork City Municipal Code, that \_\_\_\_\_ (number) TDRs are eligible to be transferred to property

located at \_\_\_\_\_, County Parcel No(s). \_\_\_\_\_  
("Receiving Property").

4. This Certificate represents the transfer of TDRs that will become valid and enforceable in accordance with 15.3.20.080 and 15.3.20.090 of the Spanish Fork City Municipal Code upon the lawful and proper recordation of this Deed of Transfer.
5. Upon recordation of this Deed of Transfer, the TDRs associated with TDR Certificate No. \_\_\_\_\_ shall be extinguished. Holder of the TDR Certificate shall surrender the TDR Certificate before this Deed of Transfer is issued.

Transferable Development Rights:

Utah County Parcel ID Number:

\_\_\_\_\_  
Community Development Director

\_\_\_\_\_  
Date

Legal Description:

DRAFT