



**AGENDA FOR THE WORK / STUDY MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JANUARY 06, 2015 – 5:15 P.M.**

**MAYOR AND COUNCIL DINNER – 4:45 P.M.**

*The Mayor and Council will meet in the Council Work Room for informal discussion and dinner. No action will be taken on any items.*

**CALL TO ORDER- 5:15 P.M.**

**COUNCIL BUSINESS**

1. Calendar

- January 13 – Work/Study Meeting 5:15 p.m.
- January 19 – Martin Luther King Day (City Offices Closed)
- January 20 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- February 3 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- February 5 – City Council Retreat 8:00 a.m.
- February 10 – Work/Study Meeting 5:15 p.m.

2. Discussion on this evening's Regular Meeting agenda items

- a) Invocation – Councilmember Sorensen
- b) Pledge of Allegiance – Councilmember Olsen
- c) Consent Agenda
  1. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
  2. Approval of Minutes – July 15, 2014; August 05, 2014; August 19, 2014 Regular City Council Meeting, August 22, 2014 Mid-Year Retreat
  3. Approval of a Resolution adopting the 2015 Annual Meeting Schedule – Kim Rayburn, City Recorder
  4. Approval of a Resolution adopting the Aquatic Activity Center Ad Hoc Committee
  5. Approval of appointment to the Aquatic Activity Center Ad Hoc Committee – Alan Bird, Devin Bird, Mark Brewer, Kathryn Crandall, Jack Daybell, Marcie Harris, Jose' Inclan, Ben Jolley, Julie Park, Mike Stansfield, Colleen Tingey and Jane Thorpe

**CERTIFICATE OF POSTING**

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on December 31, 2014 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes) on the Utah Public Notice Website at <http://www.utah.gov/pmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body  
/s/ Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24-HOURS NOTICE

**3. DISCUSSIONS/PRESENTATIONS**

- a) Major Projects for Springville 2015 – Troy Fitzgerald, City Administrator
- b) Training – John Penrod, Assistant City Administrator/City Attorney

**4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

**5. CLOSED SESSION**

*The Springville 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*

**ADJOURNMENT**

**CERTIFICATE OF POSTING**

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**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
JANUARY 06, 2015 – 7:00 P.M.**

**CALL TO ORDER  
INVOCATION AND PLEDGE  
APPROVAL OF THE MEETING'S AGENDA  
MAYOR'S COMMENTS**

**PUBLIC COMMENT:** *Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.*

**CONSENT AGENDA\***

1. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
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5. Approval of the appointments to the Aquatic Activity Center Ad Hoc Committee – Alan Bird, Devin Bird, Mark Brewer, Kathryn Crandall, Jack Daybell, Marcie Harris, Jose' Inclan, Ben Jolley, Julie Park, Mike Stansfield, Colleen Tingey and Jane Thorpe

**REGULAR AGENDA**

6. Consideration of an Easement Dedication from David D. and Jan C. Harrison; PI Pipeline Phase 2B – Brad Stapley, Public Works
7. Consideration of an Easement Dedication from Rulon S. and Geraldine Y. Francis; PI Pipeline Phase 2B – Brad Stapley, Public Works
8. Consideration of Public Utilities Easements for the Meadowbrook Elementary School – John Penrod, Assistant City Administrator/City Attorney
9. Consideration of a Development Agreement with Nebo School District for the Meadowbrook Elementary School Project – John Penrod, Assistant City Administrator/City Attorney

This meeting was noticed in compliance with Utah Code 52-4-202 on December 31, 2014. Agendas and minutes are accessible through the Springville City website at [www.springville.org/agendasminutes](http://www.springville.org/agendasminutes). Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website.

- Kim Rayburn, City Recorder

The next regular Council Meeting will be held on January 20, 2015 at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, Springville, unless otherwise noticed. In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

\*The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

## **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

### **CLOSED SESSION**

10. *The Springville 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*

### **ADJOURNMENT**

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**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
July 15, 2014 – 7:00 P.M.**

8

10 The following are the minutes of the Regular Meeting of the Springville City Council.  
11 The meeting was held on **Tuesday, July 15, 2014, at 7:00 p.m.** in the Springville City Civic  
12 Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this  
13 meeting, as required by law, was posted in the Civic Center and on the City's website, and  
14 delivered to members of the Council, media, and interested citizens.

14

15 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were  
16 present: Councilmember Rick Child, Councilmember Christopher Creer, Councilmember Dean  
17 Olsen, Councilmember Craig Conover, Councilmember Chris Sorensen, City Administrator Troy  
18 Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City  
19 Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn. Also present  
20 were: Public Safety Director Scott Finlayson, Administrative Services Manager Rod Oldroyd,  
21 Buildings and Grounds Director Alex Roylance, Museum of Art Director Dr. Rita Wright, Matt  
22 Hancock, Power Department Director Leon Fredrickson, and Noah Gordon,

24 **CALL TO ORDER**

25 Mayor Clyde welcomed those present and called the meeting to order at 7:05 p.m.

26

27 **INVOCATION AND PLEDGE**

28 Councilmember Creer offered the invocation and, Councilmember Conover led the  
29 Pledge of Allegiance

30

31 **APPROVAL OF THE MEETING'S AGENDA**

32 COUNCILMEMBER CREER MOVED TO APPROVE THE MEETING'S AGENDA  
33 STRIKING ITEM #3 ON THE CONSENT AGENDA, COUNCILMEMBER CONOVER  
34 SECONDED THE MOTION. ALL VOTED IN FAVOR OF THE MOTION. THE MOTION  
35 PASSED UNANIMOUSLY.

36

37 **MAYOR'S COMMENTS**

38 Mayor Clyde welcomed the Council, staff and audience. He observed scouts in the  
39 audience and asked them to stand and introduce themselves. Scouts from Troop #1620 and #77  
40 were recognized.

41 **PUBLIC COMMENT**

42 Mayor Clyde introduced the Public Comment section of the agenda. He asked if there  
43 were any requests.

44

45 There was none.

46

48 **CONSENT AGENDA**

- 50 1. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
- 52 2. Approval of Minutes – April 01, 2014 Word/Study meeting.
- 54 3. ~~Consideration of amending Springville City’s power rate Resolution to establish a rate and charges for renewable energy sold and delivered through the Springville City municipal electric power system—Leon Fredrickson, Power Department Director~~
- 56 4. Consideration of a **Resolution #2014-15** for the Historic Community Plan – Fred Aegerter, Community Development Director

58 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN

60 COUNCILMEMBER SORENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE, COUNCILMEMBER CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY

64

66 **REGULAR AGENDA**

- 68 **5. Approval of the award of the 900 South Sewer Replacement Contract to the lowest responsible bidder, Condie Construction, in the amount of \$665,147.00 – Brad Stapley, Public Works Director**

70 City Staff Engineer, Noah Gordon gave a summary of the 900 South Sewer Replacement project. Mr. Gordon explained there are two existing sewer main pipelines in 900 South between 72 800 East and 1450 east. Both are old, concrete pipes that carry significant wastewater flows. One of the two sewer main pipelines is undersized, and has been in need of replacement due to sags in the 74 pipeline for some time. The project will allow for two lanes of traffic to be open and they will start the project after the 1300 East Roundabout is completed.

76 Mr. Gordon reviewed that pipe bursting process and noted it was determined to be the preferred method versus traditional open cut installation for the cost savings, reduced 78 construction time and reduced traffic impacts.

80 Councilmember Sorensen asked if the leftover concrete would damage the pipe. Mr. Gordon responded the pipe is so old it will compact and reduce potential of damage.

82 Councilmember Conover requested the high school be notified about the impact.

84 COUNCILMEMBER CONOVER MOVED TO APPROVE THE AWARD OF THE 900 SOUTH SEWER REPLACEMENT CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, CONDIE CONSTRUCTION, IN THE AMOUNT OF \$665,147.00.

86 COUNCILMEMBER OLSEN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE. THE MOTION PASSED UNANIMOUSLY

88

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

90 City Attorney John Penrod updated the Mayor and Council regarding the Reagan Sign company wanting to move their billboard from the old Strong property at approximately 1500 92 North Main to the Rick Salisbury property at approximately 900 North Main. Regan Signs would like to increase the height of the billboard from 30 feet to 45 feet. Mr. Penrod explained Staff is 94 not agreeable to that height. The property owner, Mr. Salisbury asked if it could be raised to 35

96 feet to accommodate for development of their property. By consensus the Council did not  
approve the increase in height.

98 **6. CLOSED SESSION**

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

No Closed Session.

104 **ADJOURNMENT**

106 COUNCIL MEMBER CHILD MOVED TO ADJOURN THE REGULAR CITY  
COUNCIL MEETING AT 7:26 P.M. COUNCIL MEMBER CONOVER SECONDED THE  
MOTION, AND ALL PRESENT VOTED AYE.

108



**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
AUGUST 05, 2014 – 7:00 P.M.**

8

10 The following are the minutes of the Regular Meeting of the Springville City Council.  
12 The meeting was held on **Tuesday, August 05, 2014, at 7:00 p.m.** in the Springville City Civic  
14 Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this  
16 meeting, as required by law, was posted in the Civic Center and on the City's website, and  
18 delivered to members of the Council, media, and interested citizens.

14

16 Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were  
18 present: Councilmember Rick Child, Councilmember Christopher Creer, Councilmember Dean  
20 Olsen, Councilmember Craig Conover, Councilmember Chris Sorensen, City Administrator Troy  
22 Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City  
24 Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn.

20 Also present were: Public Safety Director Scott Finlayson, Administrative Services  
22 Manager Rod Oldroyd, Buildings and Grounds Director Alex Roycastle, Museum of Art Director  
24 Dr. Rita Wright, Community Development Director Fred Aegerter, Matt Hancock Power  
26 Generation Superintendent, Leon Fredrickson Power Director.

24

**CALL TO ORDER**

26 Mayor Clyde welcomed those present and called the meeting to order at 7:04 p.m.  
28 Mayor Clyde welcomed members from the Youth City Council and noted they will be  
30 participating in tonight's meeting. Mayor Clyde invited Tyler Wright, Youth City Council  
32 Mayor, to conduct the meeting.

30

**INVOCATION AND PLEDGE**

32 Youth City Councilmember Meg Longhurst offered the invocation and, Youth City  
34 Councilmember Roxie Chambers led the Pledge of Allegiance

34

**APPROVAL OF THE MEETING'S AGENDA**

36 COUNCILMEMBER CONOVER MOVED TO APPROVE THE MEETING'S  
38 AGENDA AS WRITTEN. COUNCILMEMBER CHILD SECONDED THE MOTION. ALL  
40 VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

**MAYOR'S COMMENTS**

42 Tyler Wright, Youth City Mayor welcomed the Council, staff and audience. He observed  
scouts in the audience and asked them to stand and introduce themselves. Scouts from  
Troop#1464 were recognized.

44

**PUBLIC COMMENT:**

46 Mayor Clyde introduced the Public Comment section of the agenda. He asked if there  
were any requests.

48 There were none.

50 **CEREMONIAL AGENDA**

1. Presentation to Brent Packard – Planning Commission Recognition  
Continued to August 19, 2014

54 **CONSENT AGENDA\***

2. Approval of all City purchase orders properly signed (Springville City Code §2-10-110(5))
3. Approval of Minutes – April 08, 2014 Work/Study Meeting
- 58 4. Consideration of approval to allow for the construction of a partial street width on 950  
West for the development of the Ashford of Springville Subdivision located at 333 South  
60 950 West – Fred Aegerter, Community Development Director
- 62 5. Consideration of amending Springville City’s power rate **Resolution #2014-14** to  
establish a rate and charges for renewable energy sold and delivered through the  
64 Springville City municipal electric power system – Leon Fredrickson, Power Department  
Director

66 COUNCILMEMBER CREER MOVED TO APPROVE THE CONSENT AGENDA AS  
WRITTEN

68 COUNCILMEMBER CONOVER SECONDED THE MOTION. THE VOTE IS  
RECORDED AS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE,  
70 COUNCILMEMBER CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND  
COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY

72

**PUBLIC HEARING**

- 74 6. **Public Hearing to consider ORDINANCE #17-2014 amending various sections of  
the Springville City Title 11 Sign Ordinance to allow for an electronic pole sign to be  
76 located at the Springville Junior High School and other school sites located in  
Springville City**– Fred Aegerter, Community Development Director

78 Director Aegerter addressed the Mayor and Council. He explained Nebo School District  
would like to install an electronic changeable copy pole sign at the new Junior High location at  
80 189 South 1470 East in the R1-10 Single Family Residential Zone. Mr. Aegerter acknowledged

82 the Planning Commission recommends the sign be turned off from 10:00 p.m. to 6:00 a.m. and  
no pulsing or flashing images.

84 MAYOR CLYDE OPENED THE PUBLIC HEARING AND ASKED THE YOUTH  
CITY COUNCILMEMBERS IN ATTENDANCE THEIR THOUGHTS.

86 Julia Gonzalez questioned the square footage. Director Aegerter explained it will allow  
for a 20ft high pole, to have a larger message sign and the square footage of sign to be larger.  
88 Ms. Gonzalez stated she agrees it is important for the schools.

89 Carmen Payne agreed it should be allowed and noted having the pole sign higher is easier  
90 to see and read what is going on at school.

91 Tyler Wright stated he agrees with the change, he feels it will be good for students and  
92 parents to get information. He said he is in favor of a bigger and higher sign.

94 COUNCILMEMBER CONOVER MOVED TO CLOSE THE PUBLIC HEARING.  
COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED IN  
96 FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

98 Councilmember Conover stated it hasn't been done for businesses, but its okay for a  
school. He understands why they are doing it, but why not for businesses.

100 Councilmember Creer stated by doing it for schools doesn't mean it cannot be changed  
for businesses.

102 Councilmember Sorensen stated his personal experience as a principal at Art City  
Elementary, parents requested a sign and it's still there. He agrees they are helpful, and agrees  
104 they should have them off during the evening to save energy.

105 Mayor Clyde noted he lives by the high school and feels it is important to have them  
106 turned off in later evenings and he likes to be able to drive by and know what is going on at the  
high school.

108 Councilmember Conover asked for clarification on flashing lights, does that only apply to  
schools. Director Aegerter replied it is specific to schools because they are in the residential  
110 zone.

111 Councilmember Sorensen asked about the moving direction of text. Director Aegerter  
112 replied it only applies to pulsing or flashing.

114 COUNCILMEMBER SORENSEN MOVED TO APPROVE ADOPTING  
**ORDINANCE #17-2014** AMENDING SECTIONS 11-6-301, LAND USE MATRIX OF  
116 SPRINGVILLE CITY CODE, 1991 PERTAINING TO RESIDENTIAL RELATED USES.

117 COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS  
118 RECORDED AS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE,  
COUNCILMEMBER CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND  
120 COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY

122 7. **Public Hearing to consider amending the General Plan from Commercial to**  
124 **Residential and to rezone the property located at 103 East 700 North from CC –**  
**Community Commercial to RMF -2, Residential Multi-Family zone.** – Fred Aegerter,  
Community Development Director

126 Director Aegerter described the property located at 103 East 700 North, also known as  
Lot 3 of the Art City Commercial Subdivision, that was developed in 2002. Since that time it has  
128 remained vacant. An application to rezone the property to multi-family, similar to the Willows  
housing in the area has been submitted. The general plan discussions have noted a need for more  
130 residential zoning. Director Aegerter explained in looking at Springville’s multi-family zoning  
compared to other communities, Springville is in the middle.

132 Councilmember Olsen commented everything to the east of the property is  
condominiums and the development would blend in with what is there.

134 Director Aegerter remarked balancing this with the general plan strategies and goals this  
would be appropriate to consider and asked the Council to consider the amendment.

136 Mayor Clyde explained to the Youth City Council the zoning changes requested.

138 **MAYOR CLYDE OPENED THE PUBLIC HEARING AND ASKED THE YOUTH**  
**CITY COUNCIL MEMBERS IF THEY WOULD LIKE TO COMMENT.**

140  
Roxie Chambers stated it is a great idea to put residential housing in this area it is next to  
142 similar housing and close to Main Street.

144 Meg Longhurst commented she doesn’t have a preference on type of use she thinks by  
putting the fields to use will be good for the community.

146 Mayor Clyde noted the public hearing was open and invited anyone interested to  
comment. There was no further comment.

148 **COUNCILMEMBER CONOVER MOVED TO CLOSE THE PUBLIC HEARING.**  
**COUNCILMEMBER CREER SECONDED THE MOTION. ALL PRESENT VOTED IN**  
150 **FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY**

152 Councilmember Creer commented it would be very useful changing the zoning and  
putting it to good use.

154 Councilmember Sorensen stated to look to the future uses and see if we need to leave a  
right of way, complete landscaping and give another egress for the property.

156 Mayor Clyde remarked it is a good transition for use of the property.

158 **COUNCILMEMBER CHILD MOVED TO APPROVE ADOPTING ORDINANCE**  
**#18-2014 REZONING THE PROPERTY AT 103 EAST 700 NORTH FROM THE CC-**  
160 **COMMUNITY COMMERCIAL ZONE TO RMF-2 MULTI-FAMILY RESIDENTIAL ZONE;**

AND AMENDING THE OFFICIAL ZONING MAP.

162 COUNCILMEMBER CONOVER SECONDED THE MOTION. THE VOTE IS  
RECORDED AS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE,  
164 COUNCILMEMBER CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND  
COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY.

166  
COUNCILMEMBER CREER MOVED TO APPROVE ADOPTING **ORDINANCE**  
168 **#19-2014** AMENDING THE LAND USE ELEMENT OF THE GENERAL PLAN THAT  
RECLASSIFIES THE PARCEL LOCATED AT 103 EAST 700 NORTH FROM  
170 COMMERCIAL TO MEDIUM HIGH DENSITY RESIDENTIAL.

COUNCILMEMBER CHILD SECONDED THE MOTION. THE VOTE IS  
172 RECORDED AS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE,  
COUNCILMEMBER CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND  
174 COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY

176 **REGULAR AGENDA**

178 **8. Consideration of a contract between J. Lyne Roberts and Sons and  
Springville City for CM/GC Services for the development of the Wayne Bartholomew  
Family Park Phase II – Alex Roylance, Building and Grounds Director**

180 Director Roylance explained the secondary irrigation pond construction is completed at  
Wayne Bartholomew Family Park and now the City needs to develop the park so that it can be  
182 enjoyed. The pond is currently drained and repairs are being done on the Westside of the pond.

Director Roylance commented they have secured the services of Logan Simpson Design  
184 Inc. for architectural and design services. In order to speed up the process of constructing the  
park, and to save the City time and money in the process, the City submitted an RFP for  
186 Construction Management/General Contractor services for the project. He explained seven  
attended the walk through and they only received two bids. Director Roylance noted  
188 Construction Manager/ General Contractor (CM/GC) is on board and will be part of the process  
and explained part of the advantages of going with CM/GC is they will give a not to exceed  
190 number on the contract and will only build up to that point versus a design to build model. He  
recounted the Splash Pad was built through a CM/GC contract and was completed in a shorter  
192 amount of time and saved money.

Director Roylance explained J. Lyne Roberts and Sons Inc. came in with the lowest bid  
194 and GEL Inc. submitted the second bid that was much higher. He stated the City has had a good  
experience with J. Lyne Roberts and staff feels they will provide a high quality product for the  
196 City.

Councilmember Conover asked about the time frame. Director Roylance responded  
198 depending on the weather approximately May 1, 2015. Mayor Clyde stated he would like to get  
a more realistic deadline.

200

202 COUNCILMEMBER CONOVER MOVED TO APPROVE ENTERING INTO A  
CONTRACT BETWEEN J. LYNE ROBERTS AND SONS AND SPRINGVILLE CITY FOR  
CM/GC SERVICES IN THE AMOUNT OF \$189,750.00

204 COUNCILMEMBER SORENSEN SECONDED THE MOTION. ALL PRESENT  
VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

206

208 **9. Consideration of approval entering into a Basis of Design Agreement between the  
City, JSRIP, the Dept. of the Interior, CUWCD, and URMCC for Hobble Creek and  
Community Park – Alex Roylance, Building and Grounds Director**

210 Director Roylance gave a follow up from the last Council meeting regarding this item and  
explained the project would be from I-15 to 400 West along Hobble Creek and part of the  
212 proposed project would occur in the area of the City’s Community Park. The goal of the project  
is to improve flows in Hobble Creek, to widen the creek channel, to improve habitat for fish, and  
214 to make Hobble Creek a more usable asset.

216 Director Roylance addressed changes that came about from the last Council meeting. The  
City would like to see as little impact on the overall concept of the park as possible. The City and  
JSRIP have discussed options of design that would ultimately result in little or no loss of soccer  
218 fields or other amenities. Some amenities of the park would be developed in different locations  
of the park during future construction projects. Both parties would work toward mitigating  
220 wetlands into the creek widening project. If necessary, negotiations for compensation of City  
properties used for the project would be discussed prior to any construction. The proposed basis  
222 of design agreement will be for design purposes only. The project would not move in to the  
construction phase until all parties agreed with the design.

224 Director Roylance reviewed a new map showing soccer fields not affected. Mayor Clyde  
expressed the need to keep the same number of parking spaces. Director Roylance commented a  
226 restroom and playground will need to be constructed in other areas of park.

228 COUNCILMEMBER OLSEN MOVED TO APPROVE ENTERING INTO A BASIS  
OF DESIGN AGREEMENT BETWEEN THE CITY, JSRIP, THE DEPT. OF THE INTERIOR,  
230 CUWCD, AND URMCC FOR DESIGN WORK OF A POSSIBLE FUTURE PROJECT  
INVOLVING HOBBLE CREEK AND THE COMMUNITY PARK, AND TO ALLOW THE  
232 MAYOR TO SIGN SAID AGREEMENT

234 COUNCILMEMBER CHILD SECONDED THE MOTION. ALL PRESENT VOTED  
IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY

236 Councilmember Sorensen confirmed there is no financial obligation.

238 Councilmember Olsen commented approximately 5000 June Sucker fish were recently  
planted in Utah Lake.

240

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

242           There was none.

244   **CLOSED SESSION**

246           10. *The Springville City Council may temporarily recess the regular meeting and convene in*  
248           *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*

248           There was no closed session.

250

**ADJOURNMENT**

252           COUNCILMEMBER CHILD MOVED TO ADJOURN THE CITY COUNCIL  
              MEETING AT 7:59 P.M. COUNCILMEMBER OLSEN SECONDED THE MOTION, AND  
254           ALL VOTED AYE.



**MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
COUNCIL CHAMBERS, 110 SOUTH MAIN STREET  
AUGUST 19, 2014 – 7:00 P.M.**

8           The following are the minutes of the Regular Meeting of the Springville City Council.  
The meeting was held on **Tuesday, August 19, 2014, at 7:00 p.m.** in the Springville City Civic  
10 Center Council Chambers, 110 South Main Street, Springville, Utah. Adequate notice of this  
meeting, as required by law, was posted in the Civic Center and on the City’s website, and  
12 delivered to members of the Council, media, and interested citizens.

14           Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were  
present: Councilmember Rick Child, Councilmember Christopher Creer, Councilmember Dean  
16 Olsen, Councilmember Craig Conover, Councilmember Chris Sorensen, City Administrator Troy  
Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City  
18 Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Administrative Services  
20 Manager Rod Oldroyd, Buildings and Grounds Director Alex Roycastle, Museum of Art Director  
Dr. Rita Wright, Public Works Director Brad Stapley, Library Director Pam Vaughn,  
22 Community Development Director Fred Aegerter, Power Director Leon Fredrickson and  
Recreation Director Charles Keeler.

24

**CALL TO ORDER**

26           Mayor Clyde welcomed those present and called the meeting to order at 7:04 p.m.

28 **INVOCATION AND PLEDGE**

Councilmember Sorensen offered the invocation, and Boy Scout, Richie Leavenworth led  
30 the Pledge of Allegiance.

32 **APPROVAL OF THE MEETING’S AGENDA**

COUNCILMEMBER CONOVER MOVED TO APPROVE THE MEETING’S  
34 AGENDA AS WRITTEN. COUNCILMEMBER CREER SECONDED THE MOTION, AND  
ALL VOTED AYE.

36

**MAYOR’S COMMENTS**

38           Mayor Clyde welcomed scouts from Troop #1744. He gave instructions on giving public  
comment.

40

**CEREMONIAL AGENDA**

- 42           1. **Presentation to Brent Packard for his years of service on the Planning Commission.**

44 Mayor Clyde asked Mr. Brent Packard to the podium. He recognized Mr. Packard for his  
service on the Planning Commission. Community Development Director Fred Aegerter and  
46 Councilmember Child presented the award to Mr. Packard and thanked him for his contribution  
and hard work with the Planning Commission.

48 **PUBLIC COMMENT:**

There was none.

50

**CONSENT AGENDA\***

- 52 2. Approval of all City purchase orders properly signed (Springville City Code §2-10-  
110(5))
- 54 3. Approval of Minutes – April 15, 2014 Work/Study Meeting
- 56 4. Approval of the Appointments of Patrick Monney and Elizabeth Crandall to the Power  
Board
- 58 5. Approval of Springville and Spanish Fork Cities partnering with a developer to improve a  
10-acre portion of the airport – Bruce Riddle, Assistant City Administrator/Finance  
Director
- 60 6. Approval of the Spanish Fork/Springville Airport FAA Grant Offer and Construction Bid  
– Bruce Riddle, Assistant City Administrator/Finance Director

62

COUNCILMEMBER OLSEN MOVED TO APPROVE THE CONSENT AGENDA.  
64 COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

66 **PUBLIC HEARING**

- 68 7. **Public Hearing to consider an amendment to Title 11, Chapter 6, Section 114 (4)(e)**  
**regarding cross access requirements on abutting commercial properties** – Fred  
Aegerter, Community Development Director

70 Director Aegerter reported the proposed amendment was created in response to direction  
from the City Council to consider options for a site on 400 South that was concerned about the  
72 requirement to provide cross access between their property and the property located directly to  
the west. Director Aegerter noted the Commission has expressed concern over the development  
74 of site-specific ordinance language and its unintended consequences. Staff has tried to follow the  
direction of the City Council to provide language for their consideration that addresses their  
76 specific concerns and has limited application.

78 Director Aegerter referred to the direction of the Council on July 1, 2014 asking for  
consideration to amend the zoning ordinance and to not require cross access for Zion's Bank  
located at 400 South 550 West. He explained in an effort to be more business friendly Staff was  
80 directed by the Council to create an ordinance specifically addressing that issue for the City  
Council's consideration.

82 Discussion was raised regarding whether Zion's Bank would locate in Springville and if  
the cross access was a deterrent. Mr. Aegerter noted in his talks with Zion's Bank property

84 management, they stated because of current economic conditions they would not be in favor of  
85 building bank at this time.

86 Director Aegerter noted the change in the Ordinance would apply city wide not just for  
87 the bank property.

88  
89 MAYOR CLYDE OPENED THE PUBLIC HEARING AND ASKED IF THERE  
90 WERE ANY COMMENTS.

THERE WAS NONE.

92 COUNCILMEMBER SORENSEN MOVED TO CLOSE THE PUBLIC HEARING.  
93 COUNCILMEMBER CHILD SECONDED THE MOTION, AND ALL VOTED AYE.

94  
95 Councilmember Conover expressed that had this been considered a year ago the bank  
96 would be built in Springville and not Lehi.

97 Councilmember Creer stated he didn't think the bank based their decision on cross access  
98 alone, that other factors were involved.

99 Mayor Clyde stated he talked with a representative from the Bank and they understood  
100 and the cross access would not have been an issue. Mayor Clyde asked if the Planning  
101 Commission said no and Council approved what language would be used in the Ordinance.  
102 Director Aegerter stated the wording could be changed to reflect what the Planning Commission  
103 recommends or Council can make their changes.

104  
105 COUNCILMEMBER CONOVER MOVED TO APPROVE ADOPTING ORDINANCE  
106 #20-2014 AMENDING MULTIPLE SECTIONS OF SPRINGVILLE CITY CODE, 1991,  
107 TITLE 11, CHAPTER 6, SECTION 114(4)(e) REGARDING CROSS ACCESS  
108 REQUIREMENTS ON ABUTTING COMMERCIAL PROPERTIES. ALLOWING THE  
109 PLANNING COMMISSION OR CITY COUNCIL TO MODIFY REQUIREMENT.

110  
111 COUNCILMEMBER SORENSEN SECONDED THE MOTION. THE VOTE IS  
112 RECORDED AS FOLLOWS: COUNCILMEMBER CHILD-AYE, COUNCILMEMBER  
113 OLSEN-NAY, COUNCILMEMBER CREER-NAY, COUNCILMEMBER CONOVER-AYE,  
114 AND COUNCILMEMBER SORENSEN-AYE. THE MOTION PASSED THREE TO TWO

115  
116 **8. Public Hearing to consider proposal to amend Springville City Development Code**  
117 **§11-6-413(c) in regards to the allowable size of an accessory structure in conjunction**  
118 **with a wireless facility** – Fred Aegerter, Community Development Director

119 Director Aegerter reported Staff researched the minutes from the meeting the current  
120 ordinance was considered by the Planning Commission (12/05/2006), to understand where the  
121 maximum 240 square foot limit originated and found the number was based on an estimated 12'  
122 x 20' structure. In the last eight years since the ordinance was adopted, no new tower facilities  
123 have been constructed. In discussions with Verizon this size of building doesn't allow for all of  
124 their equipment inside of an accessory structure. The Planning Commission inquired if the

126 building they are requesting would be large enough. Verizon replied their company usually has  
the largest accessory structure and the request for 312 square feet would be sufficient for them  
and their competitors.

128 Director Aegerter noted Staff recommends approval of the proposed amendments finding  
the increased shelter size would be keeping up with the industry standard and is in keeping with  
130 the General Plan and meets Springville City Code.

132 MAYOR CLYDE OPENED THE PUBLIC HEARING AND ASKED IF THERE WERE  
ANY COMMENTS.

134 Pete Simmons a representative with Verizon Wireless stated in reviewing the code,  
Verizon has not seen a size of 240 square feet. They use a 12x26, 312 square foot standard for  
136 equipment shelter and are able to keep everything inside. He noted they are also required to keep  
a backup generator for the site and this will allow them to keep it in the shelter.

138 COUNCILMEMBER CHILD MOVED TO CLOSE THE PUBLIC HEARING.  
140 COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

142 COUNCILMEMBER CREER MOVED TO APPROVE ADOPTING **ORDINANCE**  
**#21-2014** AMENDING SECTION 11-6-413(c) OF SPRINGVILLE CITY DEVELOPMENT  
144 CODE, INCREASING THE MAXIMUM SIZE OF AN ACCESSORY BUILDING FOR  
WIRELESS FACILITIES

146 COUNCILMEMBER CONOVER SECONDED THE MOTION. COUNCILMEMBER  
148 SORENSEN SECONDED THE MOTION. THE VOTE IS RECORDED AS FOLLOWS:  
COUNCILMEMBER CHILD-AYE, COUNCILMEMBER OLSEN-AYE, COUNCILMEMBER  
150 CREER-AYE, COUNCILMEMBER CONOVER-AYE, AND COUNCILMEMBER  
SORENSEN-AYE. THE MOTION PASSED UNANIMOUSLY

152  
154 **9. Public Hearing to consider Springville City's sale of approximately 9.2 acres of  
property located at approximately 1300 West 1650 North in Springville, Utah – John  
Penrod, Assistant City Administrator/City Attorney**

156 **PUBLIC HEARING WILL BE CONTINUED ON SEPTEMBER 2, 2014**

158 City Attorney John Penrod informed the Council he had been in contact with the  
purchaser and there were some concerns about wetlands. Attorney Penrod asked to continue the  
public hearing until September 2, 2014 in order to have a better understanding of wetlands issue

160 COUNCILMEMBER CHILD MOVED TO APPROVE CONTINUING THE PUBLIC  
162 HEARING UNTIL SEPTEMBER 2, 2014. COUNCILMEMBER OLSEN SECONDED THE  
MOTION, AND ALL VOTED AYE.

164  
**REGULAR AGENDA**

166 **10. Consideration of a bid award and contract for the 2600 West street reconstruction**  
168 **from 600 south to the City limits to the lowest responsible bidder, Johnston and**  
168 **Phillips, Inc., in the amount of \$412,743.08 – Brad Stapley, Public Works Director**

170 Mayor Clyde commented the roundabout at 1300 East is working. Director Stapley  
170 provided photos of the roundabout taken by GIS Planner Mike Philp, prior to the opening of the  
172 roundabout. Director Stapley noted the photos were taken from a “quad copter” and shows the  
172 roundabout functions how it was modeled, it is clearing and working very well.

174 Director Stapley noted traffic is going very fast down Canyon Road towards the  
174 roundabout and they are looking at ways to slow it down. He explained there is no parking along  
the church in that area because the road narrows.

176 Councilmember Sorensen suggested a resident south of the fire station is known for his  
snow sculptures it would be nice to have him do them in the roundabout. City Administrator  
178 Fitzgerald informed the Council, the individual has contacted the City about being able to have a  
place for his snow sculptures and Staff is working on what will go in the middle of the  
180 roundabout.

182 Director Stapley described to the Council, 2600 West is an extension of Spanish Fork  
182 Main Street and is a regionally important roadway. It is shown as a regional arterial on the City’s  
functional classification map in the general plan. The scope of work involves 600 feet of road  
184 way from Spanish Fork north. Bid results were fairly close and Johnston Philips was the low  
bidder. Director Stapley noted a lump-sum \$20,000 bonus will be paid for final completion on or  
186 before Friday, October 17, 2014 at 5:00 pm MDT. Liquidated damages have been set at \$1,000  
per day.

188 Councilmember Sorensen asked if the property owners are responsible for road. Director  
Stapley explained the road is an impact fee eligible road and they are paying impact fees for the  
190 roadway. City Administrator Fitzgerald explained a developer will put in onsite roads and impact  
fee eligible roads will receive reimbursement.

192 City Attorney Penrod commented the City will be re-evaluating impact fee roads and the  
Council will be able to review. Past Council has chosen to go one way. In the next few months a  
194 new approach will be up for review with the Council. City Attorney Penrod explained the City  
can only require what is proportionate to the development. Mayor Clyde asked the purpose for  
196 doing a small section. City Attorney Penrod replied it is part of the development agreement. City  
Administrator Fitzgerald noted impact fees need to be used within six years.

198  
200 COUNCILMEMBER CREER MOVED TO APPROVE A BID AWARD AND  
200 CONTRACT FOR THE 2600 WEST STREET RECONSTRUCTION FROM 600 SOUTH TO  
202 THE CITY LIMITS TO THE LOWEST RESPONSIBLE BIDDER, JOHNSTON AND  
202 PHILLIPS, INC., IN THE AMOUNT OF \$412,743.08

204 COUNCILMEMBER CONOVER SECONDED THE MOTION, AND ALL VOTED  
204 AYE. THE MOTION CARRIED UNANIMOUSLY.

206 Mayor Clyde declared a conflict, his company bid on the project, although he did not  
207 vote on the motion.

208

209 **11. Consideration of selling 0.0078 acres located immediately West of I-15, Utah Serial**  
210 **No.23:02710053 to Bad Barley LLC** – John Penrod, Assistant City Administrator/City  
211 Attorney

212 City Attorney Penrod explained the City currently owns approximately 0.0078 acres, or  
213 340 square feet, of property that is located west of I-15 and south of Days Inn. Brad Tew of Bad  
214 Barley LLC has recently submitted an offer to the City to purchase the property for \$750.00.  
215 Bad Barley LLC owns approximately 0.173 acres of property adjacent to the City’s property.  
216 Mr. Tew plans to combine the two properties and build an art studio on the property. An  
217 appraisal has not been done on the property, noting an appraisal would cost more than the  
218 property.

220 COUNCILMEMBER CONOVER MOVED TO APPROVE SELLING 0.0078 ACRES  
221 LOCATED IMMEDIATELY WEST OF I-15, UTAH SERIAL NO.23:02710053 TO BAD  
222 BARLEY LLC FOR \$750.00.

223 COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.  
224 THE MOTION CARRIED UNANIMOUSLY.

225 **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

226 Councilmember Conover asked about the status of the 950 West 400 South traffic lights.  
227 Director Stapley replied they are waiting UDOT (Utah Department of Transportation) to get the  
228 poles.

229 Mayor Clyde asked for a status on the railroad crossing at 950 West. Director Stapley  
230 stated he is working with the Railroad. Director Stapley received a letter from citizens regarding  
231 the railroad crossings in the area. City Administrator Fitzgerald noted citizens have asked about  
232 quite zones within the City. The area in question has been relatively quiet over the last few years  
233 and citizens have asked if the crossings could be updated so the trains will not need to blow there  
234 whistle. He noted each of the crossings would be about \$500,000.00 and there are at least 17  
235 crossings within the City, this area would have four crossings. City Administrator Fitzgerald  
236 stated he mailed a response out to citizens today.

237 Councilmember Conover asked when the detour sign at the roundabout will be coming  
238 down. Director Stapley replied they have chosen to leave the sign up for one more day to keep  
239 big trucks from driving on the concrete and give it more time to cure. Director Stapley noted if  
240 the concrete were to be damaged they would have to close the road down and take the concrete  
241 out to repair. Consensus of the Council was to leave the detour sign in place for another day and  
242 allow it more time to cure. Councilmember Conover asked if it would be removed in the  
243 morning or afternoon. Director Stapley replied as soon as we can get crews out it will be taken  
244 down.

245 Councilmember Sorensen asked if the City would be interested in the old Grant School  
246 building. City Administrator Fitzgerald replied there may be an interest in the property not the

248 building, the cost of demolition is an issue. Director Fitzgerald explained the City meets  
regularly with the Nebo School District and continue to discuss options.

250 Councilmember Conover asked about the mosquito problem on the west side. Building  
and Grounds Director Roylance stated he has talked to the County Mosquito Abatement office  
and they have sprayed and have Springville and Provo on their upcoming calendar.

252

254 **CLOSED SESSION**

256 *12. The Springville 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*

258 No Closed Session.

260 **ADJOURNMENT**

262 COUNCILMEMBER CHILD MOVED TO ADJOURN THE CITY COUNCIL  
MEETING AT 8:07 P.M. COUNCILMEMBER OLSEN SECONDED THE MOTION, AND  
ALL VOTED AYE.

264



**MINUTES OF THE MID-YEAR RETREAT  
OF THE CITY COUNCIL  
OF THE CITY OF SPRINGVILLE, UTAH  
AUGUST 22, 2014 – 12:00 P.M.**

6

The following are the minutes of the Mid-Year Retreat of the Springville City Council. The meeting was held on **Friday, August 22, 2014 at 12:00 p.m.** in the Springville City Civic Center Multipurpose Room, 110 South Main Street, Springville, Utah. Adequate notice of this meeting, as required by law, was posted in the Civic Center and on the City’s website, and delivered to members of the Council, media, and interested citizens.

12

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer, Councilmember Dean Olsen, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City Administrator/City Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle, and City Recorder Kim Rayburn.

18

Also present were: Public Safety Director Scott Finlayson, Administrative Services Manager Rod Oldroyd, Buildings and Grounds Director Alex Roylance, Museum of Art Director Dr. Rita Wright, Public Works Director Brad Stapley, Library Director Pam Vaughn, Community Development Director Fred Aegerter, Power Director Leon Fredrickson and Recreation Director Charles Keeler, Sonny Braun, Craig Norman

24

**LUNCH**

The Mayor and Council met in the Multi-Purpose Room for informal discussion and lunch. No action was taken on any items.

28

**WELCOME AND INTRODUCTION**

12:45p.m.

30

City Administrator Fitzgerald welcomed everyone and opened the meeting. He asked the Council what they would like staff to accomplish and said they will get it done. The forecast tends to be a best case scenario. Also a review of the new pond at Bartholomew Park will be discussed.

34

**RECREATION CENTER DISCUSSION – City Administrator, Troy Fitzgerald**

36 Administrator Fitzgerald reviewed with the Council the available funds and asked what  
38 they would like for Pool options, what they want to build, what is the budget and when to move  
forward.

Mayor Clyde remarked to start working on land sales now because they can be uncertain.  
40 Councilmember Sorensen stated he has discussed with the Nebo School District, the property  
that may be available. He commented the school district would very much like a facility as  
42 would the City.

Councilmember Conover noted he had talked to others and they are more than happy to  
44 discuss a facility. A property that was suggested was the old Suntana Raceway property, with the  
option of an off ramp. Mayor Clyde noted a possible off ramp could be a problem.  
46 Administrator Fitzgerald explained there are other school properties in the area. Councilmember  
Sorensen asked if it was prohibited because of sewer. Administrator Fitzgerald said the sewer is  
48 in however, to setup a special services district would take a whole different approach.

Councilmember Conover commented it may be worth having a conversation with other  
50 cities. Administrator Fitzgerald stated other cities have been open to a shared facility, Spanish  
Fork more so, Mapleton not so much. Councilmember Sorensen will schedule a meeting with  
52 other cities and the school district to discuss possibilities.

Councilmember Creer will arrange a meeting with Mayor Clyde, City Administrator  
54 Fitzgerald, Councilmember Sorensen and other City Councils to discuss options. City  
Administrator Fitzgerald will notice the meeting. Administrator Fitzgerald noted if the facility is  
56 regionally located more will be open to participate. Councilmember Sorensen stated there needs  
to be a conversation with other cities and to see where we go from here.

58 Mayor Clyde asked the Council and staff if closing the pool for two years should be an  
option. Councilmember Creer stated it would not be a good idea. Discussion of donors towards  
60 the facility was made as well as a possible RAP tax. Mayor Clyde expressed he would like to see  
what it looks like on paper and what it would cost citizens. He said there should be a way to  
62 come up with funds and build the entire facility with a more basic concept without a tax.  
Councilmember Sorensen stated we need to get it done. Mayor Clyde advised even if it is a  
64 smaller facility it needs to be nice with a competitive pool and leisure outside pool area.

Councilmember Conover commented the location needs to be decided before going out to  
66 bond. Discussion of areas to consider ensued with the following options, Arts Park, old Grant  
School property, old Westside School and property on 400 south. By consensus of the Council it  
68 was stated a committee of citizens would be needed to give their feedback of where to locate the  
facility.

70 Mayor Clyde asked if it would be possible to rearrange the property at the Arts Park to  
accommodate a facility. Administrator Fitzgerald replied staff has reviewed an aerial map of the  
72 Arts Park and high school area. Councilmember Creer asked for a clarification if it would

74 include a competition pool with a recreation portion. Mayor Clyde replied yes, with an outdoor element. Councilmember Creer agrees it needs to have a recreational element.

76 Councilmember Creer asked about branding rights from a corporation. Administrator Fitzgerald said it could be looked into. Administrator Fitzgerald noted there have been two paths discussed, public bonding and private partnership. Mayor Clyde commented the City should go 78 with public bonding along with funds from the budget for the facility, keep the current pool going until the new facility is complete.

80 Councilmember Sorensen expressed the importance of having an exact calendar of days needed to be done for Council. He also stated the importance to conform to finance rules. He 82 discussed using public relation articles, videos and mailers. Include the tax payer association. He noted the Council will need to be committed for a facility. He asked when the architect would be 84 ready. Administrator Fitzgerald replied he will look into an architect the deadline is coming up to have it ready in a year.

86 Councilmember Conover remarked to involve the boards and have them involved. Mayor Clyde advised to talk to those opposed and get their viewpoint. Administrator Fitzgerald 88 reviewed a calendar of the process, and the possible risks.

90 Administrator Fitzgerald explained Finance Director Riddle has received information about refunding the bond on the Community Park that would save the City a considerable amount in interest. Administrator Fitzgerald and staff will give a written plan to Council.

92 Mayor Clyde asked the Council and staff to recommend names for committee.

94 **GOLF COURSE DISCUSSION** – Assistant City Administrator/Finance Director, Bruce Riddle

96 Finance Director Riddle reported the Hobble Creek Golf Course is facing some challenges and they are working very hard for promotions and marketing in light of the downturn in the industry. Director Riddle asked for direction from the Council going forward. He reported 98 the golf industry is down, courses are closing and players are leaving the sport. Players between the ages of 18-34 have gone down 13% due to other popular more active sports. Director Riddle 100 reviewed the national golf rounds played report, showing a decrease in rounds played. He noted most of the country is experiencing these challenges.

102 Director Riddle stated this year rounds played at Hobble Creek are currently flat. He reviewed revenue over the last five years. March 2014, was the biggest in five years, due in part 104 to heavy promotions; April was down some, May was flat, June was flat and July was down. The projected revenue for the remainder of the season is no different than from five years ago. 106 Director Riddle explained the Hobble Creek forecast in revenue has been overly optimistic. He showed a graph of historic operating results, noting there is no significant change in looking 108 forward and is not likely to increase over the next few years.

110 Director Riddle reviewed numbers from Hobble Creek compared to other courses in the  
County. He noted most are losing money or breaking even and some courses have spent money  
112 on improvements and the debt shows as a loss while others are having a hard time covering  
debts.

114 Director Riddle explained the current budget for FY 2015 at about \$920,000.00 in  
revenues and \$912,000.00 in expenditures. He detailed a change in regard to staffing effective  
116 January 2015; retirement of the Head Pro, replacement at a lower grade; Assistant Pro position to  
a non-benefitted seasonal position, reduction of one full time benefitted employee in golf  
118 maintenance operations; hours replaced with a seasonal employee. He noted this would be a  
drastic change and still not hitting the needed budget.

120 Director Riddle reported the projected revenue for the current fiscal year is about  
\$865,000.00 and noted by doing everything that has been budgeted for it will be in the negative  
122 \$52,000.00. Director Riddle went on to explain in FY2016 having done all this with the forecast  
for golf, Hobble Creek will not see a dramatic change.

124 Mayor Clyde asked with other courses in the County do they have administrative and  
transfer costs. Director Riddle replied the transfers are real costs he didn't have numbers for  
126 other cities, he did understand some cities charge for hard costs like utilities.

128 Director Riddle remarked having done all we can to this point it does not include Capital  
improvements. He noted the clubhouse is showing its age and at some point irrigation on the  
back nine will need to be addressed. Mayor Clyde stated years ago when he was on the Council  
130 they voted to increase golf fees to replace the irrigation on back nine. Golf Director Braun  
replied that was only a portion of what was needed each year. City Administrator Fitzgerald  
132 stated the funds helped pay for some of the irrigation on the front nine.

134 Director Riddle asked to have some dialogue about a possible new revenue source from  
traditional uses to non-traditional uses. He stated it is important to do what we do better, increase  
136 marketing and customer service. Another option is non-traditional, other courses are changing  
how they operate their courses. Director Riddle posed the question why is it people are leaving  
the game. Some alternative ideas have been to focus on nine holes, or offer ala carte golf and pay  
138 by the hole. He asked do we want to offer something another course is offering such as Foot  
Golf, where a soccer ball is kicked around the course and they pay greens fees.

140 Administrator Fitzgerald in addition noted Jolley's Ranch is one of the best disc golf  
courses in the state, it's busy every Saturday and it's free. He wanted the Council to keep in mind  
142 the demographic is changing.

144 Director Riddle reviewed the personnel question facing the golf course stating if the  
budget model is not followed there will be a gap needing to be filled. He explained come the end  
of December there will be a need to take action and asked the Council for their input. He went on

146 to explain Capital improvements are needed, do we further delay them or are we willing to issue  
debt. He noted it is not a palpable change and reviewed optional business models.

148 The Mayor and consensus of the Council agreed it is difficult when employees have  
given so much time to the City to be faced with reductions. Administrator Fitzgerald agreed and  
noted that had been the case with other departments within the last three years and they have laid  
150 off city employees.

152 Director Riddle clarified that the Council wants to follow through on the current budget  
model with consideration of existing employees and revisit at the end of the year.

154 Administrator Fitzgerald commended Director Braun for doing a good job with the  
dollars he has received. Mayor Clyde concurred and stated the City is well run and the directors  
are doing a great job providing services to the citizens.

156 Councilmember Olsen asked why there is not fee to play disc golf at Jolley's Ranch.  
Mayor Clyde replied in order to do that the City would need to provide personnel and a way to  
158 monitor the activity. Mayor Clyde asked the Council how they feel about disc golf at the golf  
course. Councilmember Conover and Creer stated in the later afternoon's use of nine holes could  
160 be an option. Administrator Fitzgerald said he would look into it further.

162 3:00 p.m. **Break**

A break was called at 2:57 p.m. The meeting was reconvened at 3:09 p.m.

164 **CANYON WATER ISSUES** - Assistant City Administrator/City Attorney, John Penrod

166 Attorney Penrod addressed the issue of water up left hand fork in Hobbles Creek Canyon.  
He explained in the 1980's and 1990's the State Engineers office passed applications and issued  
168 water shares giving more water shares than they should have. Springville Irrigation Company  
(SIC) protested and the City protested but nothing has happened until recently. The State  
170 Engineer started checking water shares up left hand fork in Hobbles Creek Canyon. One property  
owner has come to an agreement and others are expected to in the near future. Because of this  
172 process the Springville Irrigation Company has asked the State Engineers office to review all  
water rights. Attorney Penrod reviewed with the Council the amount of water shares the City has  
174 and what is used.

176 Councilmember Child explained Springville is unique with how water is distributed. He  
went on to say the State of Utah owns all the water in the state and back in the 1800's Springville  
as a city put all of their water rights into one company Springville Irrigation, and they issue water  
178 shares. Springville is in a good situation because the water is attached to an area not a property.

180 Attorney Penrod explained the shares were divided into canyon shares and valley shares  
and one cannot be used for the other. He showed a map illustrating Upper Bartholomew has 267  
shares (4cfs) (cubic feet per second) based on irrigation season or 1068 acre feet with (7cfs)

182 power right-return. Attorney Penrod noted the City needs to start measuring what is used up the  
canyon.

184 Attorney Penrod detailed other shares owned by the City; 67 SIC water shares, Jurg  
Springs has (1cfs) only getting 53 gpm (gallons per minute), Jolley's Springs at 8.5 acre feet. He  
186 explained the water use in those areas and noted about 71 acres are unmetred.

Councilmember Sorensen asked if the City has any water rights in Upper Whitimore.  
188 Attorney Penrod replied the City does not.

Attorney Penrod explained they are currently figuring the total water used versus water  
190 needed and a rough estimate is the City is short approximately 700 acre feet of water. Attorney  
Penrod outlined possible solutions. He explained the first would be to move water, that would  
192 include 420 acre feet of water from Highline (city interest only), SIC (Springville Irrigation  
Company) Valley Shares, this would require a takeover of SIC and move a portion of the 2,000  
194 acre feet not being used from Plat A Irrigation and move it up the canyon. Second would be to do  
nothing and turn the wells on more often, however that would involve more power costs; or third  
196 fight for more water rights in the Canyon. Attorney Penrod explained back in the 1940's and  
60's the City leased the water and recently the City was reprimanded for doing so, however  
198 individuals have been using the water since the 1940's-60. The State Engineers Office has asked  
the City to work with the individuals so they can continue to use the water that is owned by  
200 Springville City.

Attorney Penrod explained an evaluation needs to happen to see the amount of water used  
202 and how much is needed. Administrator Fitzgerald noted the City does not use all of the valley  
water shares, and there have been discussions with the Springville Irrigation Company to use  
204 water in other areas.

206 **RIVERS SUBDIVISION CANAL** – Assistant City Administrator/City Attorney, John Penrod

Attorney Penrod discussed the canal near the Rivers Subdivision and whether to pipe the  
208 canal or keep it open. He went on to explain the Citizens would like to keep the canal open and  
Springville Irrigation Company who owns it would like to pipe the canal. Attorney Penrod  
210 explained if the canal is left open the City will have to maintain the canal and take liability. He  
asked the Council what they would like to do with the canal and noted by piping the canal it  
212 would eliminate the greenery and trees in the area.

Consensus of the Council is to keep the canal open.  
214

216 **BOARDS AND COMMISSIONS** – City Administrator, Troy Fitzgerald

Administrator Fitzgerald reviewed the costs of boards and commissions and summarized  
218 the resources going towards them. He provided the Council with a list of the current  
commissions for the Council's review and asked if there was any that have fulfilled their

responsibilities and disband them. Administrator Fitzgerald noted about 5000 hours are being used to support all City boards and commissions. He noted it does not include Council time, doing staff reports or attending council retreats.

Mayor Clyde asked to go through the list and discuss it with the Council. It was noted the Museum of Art Association is not a board of the City but is using a lot of staff time. It was suggested that the Museum Director negotiate with the Association the amount of staff time needed. Mayor Clyde expressed the Economic Advisory Commission needs to find a direction, Councilmember Conover stated he would like to give it more time and try to keep it going. Chief Finlayson noted the Emergency Preparedness Board is a value to the community. Funds going towards The Arts Commission were discussed and will be evaluated at a later date. Director Keeler stated it is growing and is good for the community. Communities That Care, Mayor Clyde asked how the Council feels and if they want to keep the program. Attorney Penrod noted they are working with the County to better understand the model and get more people involved. Councilmember Child expressed the Water Board has some very knowledgeable members and are doing a good job.

Administrator Fitzgerald asked that Directors to get involved with the various boards and be in tune with the City Council and help create communication between the boards and Council.

Museum Director Wright commented City personnel are working with departments and boards in consolidating efforts and it is making a difference.

**ECONOMIC DEVELOPMENT DISCUSSION – City Administrator, Troy Fitzgerald**

Administrator Fitzgerald commented the City only has so much in money and resources and asked the Council to give direction on economic development for the City. He asked the Council what results they would like to see and the staff will come back to the Council with some ideas.

Administrator Fitzgerald explained there is a new generation, the millennials, (those who are 18 to 33 years old, born 1981–1996). A majority of their purchases are online and traditional store models are changing, moving from a point of sale to a space to experiment, be interactive and try the products. He asked the Council to discuss what type of results the City wants.

Mayor Clyde stated sometimes we chase the businesses to get sales tax, spend money on businesses to keep them working but it does not always provide sales tax. Mayor Clyde gave examples of options that may work; retail convenient for citizens, develop economic growth, bigger tax base; create jobs so individuals can live in the community; offer a local university to have a satellite site within the City.

Councilmember Sorensen stated the City needs to engineer an area for economic development, it has been in pieces. He explained to be proactive in creating a retail space. For example the industrial park the City created.

256 Councilmember Creer remarked bring in companies and businesses that others are  
finding elsewhere and bring them to Springville.

258 Mayor Clyde commented try to make downtown more vibrant, walkable, and revitalize  
houses. Look at options to change the look and feel.

260 Administrator Fitzgerald recited information received from the Economic Advisory  
Commission. He stated they see Springville as an “Americana Lifestyle.” They would like to  
262 build on the strengths and improve the downtown feel, protect the downtown; develop a small  
business incentive, work on the old main street motels, expand downtown lighting (funding  
264 needed).

Various ideas were discussed amongst the Council and staff with a consensus to continue  
266 working with the Economic Development Commission, develop a plan to look at the corridor  
along 400 South, with examples or concepts of restaurants, theaters and businesses and have  
268 something to give to people and show them a plan and a vision.

270 **WRAP UP/QUESTIONS AND CONCERNS**

There were none.

272

**ADJOURN**

274 COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL  
MID-YEAR RETREAT MEETING AT 5:32 P.M. COUNCILMEMBER CREER SECONDED  
276 THE MOTION, AND ALL VOTED AYE.



## STAFF REPORT

**DATE:** January 06, 2015  
**TO:** Honorable Mayor and City Council  
**FROM:** Kim Rayburn, City Recorder  
**SUBJECT:** 2015 ANNUAL MEETING SCHEDULE

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### **RECOMMENDED MOTION**

Motion to APPROVE RESOLUTION NO \_\_\_\_\_ ADOPTING THE 2015 ANNUAL MEETING SCHEDULE FOR SPRINGVILLE CITY'S COUNCIL, AGENCIES, AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES AS ATTACHED IN EXHIBIT A

### **BACKGROUND**

U.C.A. §52-4-202 requires all public entities to adopt and publish an Annual Meeting Schedule if they hold regular meetings scheduled in advance over the course of a year. U.C.A. §10-3-502 requires cities to hold regular monthly meetings based on their population. Springville City is a third class city (30,000 to 65,000 population) required to hold at least one meeting per month.

Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, unless there is a holiday or election day. The Mayor may hold the meeting as scheduled, or cancel or reschedule the meeting so that at least one meeting is held per month. Regular Work/Study meetings are also scheduled accordingly.

### **DISCUSSION**

Please see the attached Exhibit A. All meetings will be held on their regular schedule, including Work/Study meetings. Special or Emergency Meetings may be held at the call of the Mayor or with the consent of two Council Members upon three hours notice.

The Redevelopment Agency and Municipal Building Authority will hold regularly scheduled meetings to present and adopt their budgets in May and June. Other meetings may be held as necessary at the call of the Chairman and will be posted as required with 24 hours minimum notice.

Each of the other boards, commissions and committees have adopted their meetings as noted. They have anticipated holidays that fall on their regular meeting days and either cancelled or rescheduled their meetings accordingly.

Arts Commission meetings are scheduled for the second Tuesday at 7:00 p.m.  
Board of Adjustment meetings are scheduled for the third Wednesday at 7:00 p.m.  
Communities That Care meetings are scheduled for the fourth Tuesday at 12:00 p.m.  
Development Review Committee meetings are scheduled for the first & third Thursdays at 9:00 a.m.  
Economic Advisory Board meetings are scheduled for the second Tuesday at 7:00 p.m.  
Emergency Preparedness Committee meetings are scheduled for the third Thursday at 5:30 p.m.  
Golf Committee meetings are scheduled for the third Thursday at 7:00 p.m.  
Landmarks Preservation Commission meetings are scheduled for the first Thursday at 4:30 p.m.  
Library Board of Trustees meetings are scheduled for the second Thursday at 7:00 p.m.  
Parks and Recreation Committee meetings are scheduled for the fourth Thursday at 6:30 p.m.  
Planning Commission meetings are scheduled for the second and fourth Tuesdays at 7:00 p.m.  
Power Board meetings are scheduled for the second Wednesday at 6:30 a.m.  
Spanish Fork/Springville Airport Board meetings are scheduled for the first Thursday at 4:00 p.m.  
Water Board meetings are scheduled for the second Tuesday at 6:30 a.m.

### **ALTERNATIVES**

The Council may schedule, reschedule, or cancel meetings they wish as long as one meeting per month is held.

### **FISCAL IMPACT**

None.

Kim Rayburn  
City Recorder

Attachments – Resolution and Annual Meeting Schedule

cc:

**RESOLUTION #2015-01**

**A RESOLUTION OF THE CITY COUNCIL OF SPRINGVILLE CITY,  
UTAH ADOPTING A MEETING SCHEDULE FOR 2015**

**WHEREAS**, The Utah State Legislature has declared that cities of the third, fourth or fifth class shall hold meetings at least once a month in the Utah State Code §10-3-502

**WHEREAS**, Springville City has reached the classification of a third class city by attaining a population between 30,000 and 65,000 as defined in the Utah State Code §10-2-301

**WHEREAS**, The Springville City Code §2-4-102 requires regular meetings to be held on the first and third Tuesdays of each month, except these meetings may be held as scheduled, cancelled, or rescheduled as directed by the mayor due to holidays or election days. In no case shall any less than one meeting per month be held in accordance with U.C.A. §10-3-502.

**WHEREAS**, The Utah State Legislature, in Utah State Code §52-4-202, has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Springville City, Utah, on this 6<sup>th</sup> day of January, 2015, to adopt the attached meeting schedule (“Exhibit A”) as the official City Council, Agencies, Authorities, Boards, Commissions, and Committees meeting schedules for the calendar year 2015;

**AND FURTHERMORE RESOLVE** to authorize its publication and posting according to U.C.A. 52-4-202.

\_\_\_\_\_  
Wilford W. Clyde, Mayor

ATTEST:

\_\_\_\_\_  
Kim Rayburn, City Recorder

## SPRINGVILLE CITY ANNUAL MEETING SCHEDULE FOR 2015

### ANNUAL MEETING SCHEDULE FOR THE CITY COUNCIL

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule of the City Council of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	6 – 13 – 20
February.....	3 – 10 – 17
March.....	3 – 10 – 17
April.....	7 – 14 – 21
May.....	5 – 12 – 19
June.....	2 – 9 – 16
July.....	7 – 14 – 21
August.....	4 – 11 – 18
September.....	8 – 15 – 22
October.....	6 – 13 – 20
November.....	3 – 10 – 17
December.....	8 – 15 – 22

Regular meetings of the City Council are held in the Council Chambers of the Civic Center Building, 110 South Main Street, Springville, Utah commencing at 7:00 p.m. on the first and third Tuesday of each month. Work Meetings begin at 5:15 p.m. in the Council Chambers and are held on the first and third Tuesday of each month. The second Tuesday is scheduled as the Directors’ Meeting and begins at 5:15 p.m. in the Multipurpose Room. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

### ANNUAL MEETING SCHEDULE FOR THE MUNICIPAL BUILDING AUTHORITY

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Municipal Building Authority of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
May.....	5
June.....	2

Regular meetings begin at 6:40 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours’ notice. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

### ANNUAL MEETING SCHEDULE FOR THE REDEVELOPMENT AGENCY

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Redevelopment Agency of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
May.....	5
June.....	2

Regular meetings begin at 6:50 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street. Other meetings may be held as necessary at the call of the chairman and will be posted as required with a minimum of 24-hours’ notice. Call the City Offices at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

### ANNUAL MEETING SCHEDULE FOR THE PLANNING COMMISSION

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule of the Planning Commission is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	13 – 27
February.....	10 – 24
March.....	10 – 24
April.....	14 – 28
May.....	12 – 26
June.....	9 – 23
July.....	14 – 28
August.....	11 – 25
September.....	8 – 22
October.....	13 – 27
November.....	10 – 24
December.....	8 – 22

Meetings may be cancelled due to holidays or lack of agenda items. Regular meetings begin at 7:00 p.m. and convene in the Civic Center Council Chambers, 110 South Main Street, as posted. Study session before the first meeting of the month begins at 6:30 p.m. in the Council Chambers. The second meeting each month is a study session and begins at 6:00 p.m. in the Civic Center Council Chambers. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) for more information.

Exhibit A

**ANNUAL MEETING SCHEDULE FOR THE BOARD OF ADJUSTMENT**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule of the Board of Adjustment is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	21
February.....	18
March.....	18
April.....	15
May.....	20
June.....	17
July.....	15
August.....	19
September.....	16
October.....	21
November.....	18
December.....	16

Meetings will be held on the above dates only if there are agenda items. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) to verify a scheduled meeting. All meetings will begin at 7:00 p.m. in the Civic Center Council Chambers, 110 South Main Street, as posted.

**ANNUAL MEETING SCHEDULE FOR THE DEVELOPMENT REVIEW COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Development Review Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	8 – 22
February.....	5 – 19
March.....	5 – 19
April.....	2 – 23
May.....	7 – 21
June.....	4 – 18
July.....	2 – 23
August.....	6 – 20
September.....	3 – 17
October.....	1 – 22
November.....	5 – 19
December.....	3 – 17 – 31

Regular meetings begin at 9:00 a.m. on Thursday of the week following the Planning Commission meeting unless otherwise scheduled, and convene in the Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours’ notice. Call the Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE LANDMARKS PRESERVATION COMMISSION**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Landmarks Preservation Commission of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
February.....	5
March.....	5
April.....	2
May.....	7
June.....	4
July.....	2
August.....	6
September.....	3
October.....	1
November.....	5
December.....	3

Meetings will be held on the above date only if there are agenda items. Call Community Development at 801-491-7861 or check [www.springville.org](http://www.springville.org) to verify a scheduled meeting. All meetings will begin at 4:30 p.m. in the Civic Center Room #217, 110 South Main Street, as posted.

**ANNUAL MEETING SCHEDULE OF THE ARTS COMMISSION**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Arts Commission of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	13
February.....	10
March.....	10
April.....	14
May.....	12
June.....	9
July.....	14
September.....	8
October.....	13
November.....	10

Regular meetings begin at 7:00 p.m. on the second Tuesday of the month and convene in the Community Services Building, 443 South 200 East. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours’ notice. Call the Community Services Office at 801-489-2730 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE SPANISH FORK/SPRINGVILLE AIRPORT BOARD**  
**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Spanish Fork/Springville Airport Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	8
February.....	5
March.....	5
April.....	2
May.....	5
June.....	4
July.....	2
August.....	6
September.....	3
October.....	1
November.....	5
December.....	3

Regular meetings begin at 4:00 p.m. on the first Thursday of the month and convene in the Civic Center Multipurpose Room #101A, 110 South Main Street. Meetings may be cancelled for holidays or a lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the City at 801-489-2700 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE LIBRARY BOARD OF TRUSTEES**  
**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Library Board of Trustees of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	8
February.....	12
March.....	12
April.....	16
May.....	14
June.....	11
July.....	9
August.....	13
September.....	10
October.....	8
November.....	12
December.....	10

Regular meetings begin at 7:00 p.m. on the second Thursday of the month and convene in the Springville Library Meeting Room, 45 South Main Street. Meetings may be cancelled due to holidays, or lack of a quorum or agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Library at 801-489-2720 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE PARKS AND RECREATION BOARD**  
**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Parks and Recreation Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	22
February.....	26
March.....	26
April.....	23
May.....	28
June.....	25
July.....	30
August.....	27
September.....	24
November.....	5

Regular meetings begin at 6:30 p.m. on the fourth Thursday of the month unless otherwise noticed and convene in the Springville Community Services Building at 443 South 200 East, Springville, Utah. The July meeting is held at Jolley's Ranch (3 miles from the mouth of Hobble Creek Canyon). Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Teresa Tipton, Parks & Cemeteries Secretary at 801-489-2770 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE POWER ADVISORY BOARD**  
**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Power Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	14
February.....	11
March.....	11
April.....	8
May.....	13
June.....	10
July.....	8
August.....	12
September.....	9
October.....	14
December.....	9

Regular meetings begin at 6:30 a.m. on the second Wednesday of the month and convene at the Springville Electric Operations Center at 777 North 400 West, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Kami Craudell, Planner/Inventory Secretary at 801-489-2772 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE WATER ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Water Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	13
February.....	10
March.....	10
April.....	14
May.....	12
June.....	9
August.....	11
September.....	8
October.....	13
November.....	10
December.....	8

Regular meetings begin at 6:30 a.m. on the second Tuesday of each month and convene in Civic Center Conference Room #217, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Marcie Clark, Public Works Secretary at 801-491-2780 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE COMMUNITIES THAT CARE**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Communities That Care (CTC) program of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	27
February.....	24
March.....	24
April.....	28
May.....	26
June.....	30
July.....	28
August.....	25
September.....	22
October.....	27
November.....	24
December.....	29

Regular meetings begin at Noon on the fourth Tuesday monthly and convene in the Civic Center Multi-Purpose Room, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Shannon Acor, CTC Coordinator at 801-491-7823 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE EMERGENCY PREPAREDNESS COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	15
February.....	19
March.....	19
April.....	16
May.....	21
June.....	18
July.....	16
August.....	20
September.....	17
October.....	15
November.....	19
December.....	17

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Marcy Duke, Executive Secretary at 801-491-5521 or check [www.springville.org](http://www.springville.org) for more information.

**ANNUAL MEETING SCHEDULE OF THE HOBBLE CREEK GOLF COURSE COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Hobbble Creek Golf Course Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	15
February.....	19
March.....	19
April.....	16
May.....	21
June.....	18
July.....	16
August.....	20
September.....	17
October.....	15
November.....	19
December.....	17

Regular meetings begin at 7:00 p.m. on the third Thursday monthly and convene in the Hobbble Creek Golf Course Clubhouse on Hobbble Creek Canyon Drive. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Pat Bird, Chair at 801-491-0246 or check [www.springville.org](http://www.springville.org) for more information.

Exhibit A

**ANNUAL MEETING SCHEDULE OF THE  
ECONOMIC ADVISORY BOARD**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Economic Advisory Board of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	13
February.....	10
March.....	10
April.....	14
May.....	12
June.....	9
July.....	14
August.....	11
September.....	8
October.....	13
December.....	8

Regular meetings begin at 7:00 p.m. on the second Tuesday monthly and convene in the Civic Center Multipurpose Room, 110 South Main Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Rod Oldroyd, staff support, at 801.491.7864 or check [www.springville.org](http://www.springville.org) for more information.

Springville City Civic Center  
110 South Main Street  
Springville, UT 84663

Springville Fire Station #41  
75 West Center Street  
Springville, UT 84663

Springville Public Library  
45 South Main Street  
Springville, UT 84663

Springville City Community Services  
443 South 200 East  
Springville, UT 84663

Springville Electric Operations Center  
777 North 400 West  
Springville, UT 84663

Jolley's Ranch  
3 miles east in Hobbles Creek Canyon

Hobbles Creek Golf Course Clubhouse  
Hobbles Creek Canyon Road

**Emergency Preparedness Committee review, make any changes and approve meeting schedule for 2015. Do you want a meeting in December? I would like to submit the approved schedule to the City Recorder before the November 18, 2014, council meeting.**

Thanks, Marcy

← *Approved at November 20, 2014 meeting* →

**ANNUAL MEETING SCHEDULE OF THE EMERGENCY PREPAREDNESS COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2014 Annual Meeting schedule for the Emergency Preparedness Committee of Springville, Utah is as follows:

<b>REGULAR MEETING</b>	<b>DATE</b>
January.....	15
February.....	19
March.....	19
April.....	16
May.....	21
June.....	18
July.....	16
August.....	20
September.....	17
October.....	15
November.....	19
December.....	17

Regular meetings begin at 5:30 p.m. on the third Thursday of each month and convene in the Public Safety Training Room in the Springville Fire Station #41, 75 West Center Street. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call Marcy Duke, Executive Secretary at 801-491-5521 or check [www.springville.org](http://www.springville.org) for more information.





# Letter of Recommendation to City Council

Springville City Board Name: Parks & Recreation Board

Applicant:	Request:	Date of Meeting: <u>Nov. 6, 2014</u>
<p>Approve the annual meeting schedule for the Parks and Recreation Board</p>		

Motion by: <u>Lyn Bartholomew</u>	Second by: <u>Lisa Willey</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
<p>CONDITIONS OF APPROVAL:</p> <p>January - 22          February - 26          March - 26          April - 23          May - 28          June - 25          July - 30          August - 27          September 24          November - 5</p>			

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
<u>Julie Kappas</u>	X		
<u>Gary Hooper</u>	X		
<u>Lisa Willey</u>	X		
<u>Katie Sosa</u>	X		
<u>Marks Penrod</u>	X		
<u>Lyn Bartholomew</u>	X		

Gary Hooper  
Chair

11/5/14  
Date



Letter of Recommendation to City Council
Springville City Planning Commission

Springville

Applicant: Springville City Planning Commission
Request: Approval of the 2015 Planning Commission Meeting Schedule.
Date of Meeting: November 12, 2014

Motion by: Michael Clay
Second by: Genevieve Baker

PC RECOMMENDATION [x] APPROVE [ ] DISAPPROVE [ ] OTHER: [ ]

CONDITIONS OF APPROVAL:
Move to approve the 2015 Planning Commissioner Meeting Schedule as corrected for the July dates.

Table with 3 columns: YES, NO, ABSTAIN. Rows for Craig Huff, Carl Clyde, Genevieve Baker, Joyce Nolte, Brad Mertz, Michael Clay, Frank Young.

APPROVE 6 DENY ABSTAIN

Harlene Gray
Planning Commission Secretary

November 12, 2014
Date



**Springville**

**ANNUAL MEETING SCHEDULE OF THE  
PLANNING COMMISSION**

**PUBLIC NOTICE** is hereby given that the 2015 Annual Meeting Schedule for the Planning Commission of Springville, Utah is as follows:

**REGULAR MEETING**

JANUARY 13  
FEBRUARY 10  
MARCH 10  
APRIL 14  
MAY 12  
JUNE 9  
JULY 14  
AUGUST 11  
SEPTEMBER 8  
OCTOBER 13  
NOVEMBER 10  
DECEMBER 8

**WORK SESSION**

JANUARY 27  
FEBRUARY 24  
MARCH 24  
APRIL 28  
MAY 26  
JUNE 23  
JULY 28  
AUGUST 25  
SEPTEMBER 22  
OCTOBER 27  
NOVEMBER 24  
DECEMBER 22

Meetings will be held on the above date if there are agenda items. Please contact the Community Development Department at 801.491.7861 or check [www.springville.org](http://www.springville.org) to verify a scheduled meeting.

Regular meetings will begin at 7:00 p.m. and Work Sessions will begin at 6:00 p.m. in the Civic Center Council Chambers located at 110 South Main Street as posted.

**ANNUAL MEETING SCHEDULE OF THE  
SPRINGVILLE CITY POWER ADVISORY BOARD**

PUBLIC NOTICE is hereby given that the 2015 Annual Meeting Schedule for the Power Advisory Board of Springville, Utah is as follows:

<b><u>REGULAR MEETING</u></b>	<b><u>DATE</u></b>
January .....	14
February .....	11
March .....	11
April .....	8
May .....	13
June .....	10
July .....	8
August .....	12
September .....	9
October .....	14
November .....	None
December .....	9

Regular meetings begin at 6:30 a.m. on the second Wednesday of the month and convene at the Springville City Whitehead Power Plant at 450 West 650 North, Springville, Utah. Meetings may be cancelled due to holidays or lack of agenda items. Other meetings may be held as necessary at the call of the chair and will be posted as required with a minimum of 24-hours' notice. Call the Board secretary, Kami Craudell, at (801) 491-7843 or check [www.springville.org](http://www.springville.org) for more information.



# Letter of Recommendation to City Council

Springville City Board Name: Airport

<b>Applicant:</b> <i>Airport Board</i>	<b>Request:</b> <i>2015 Meeting Schedule</i>	<b>Date of Meeting:</b> <i>11-6-2014</i>
---	---	--

<b>Motion by:</b> <i>Keir Scoubes</i>	<b>Second by:</b> <i>Dean Olsen</i>
--	--

<b>RECOMMENDATION</b>	<b>APPROVE</b>	<b>DISAPPROVE</b>	<b>OTHER:</b>
<p>Meeting schedule for 2015 will be the first Thursday of each month at 4:00 pm as follows:          January 8, since January 1<sup>st</sup> is a Holiday          February 5          March 5          April 2          May 5          June 4          July 2          August 6          September 3          October 1          November 5          December 3</p>			

### Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<i>Dean Olsen</i>	✓		
<i>Matthew Taylor</i>	✓		
<i>Song Ford</i>	✓		
<i>Keir Scoubes</i>	✓		

*Keir Scoubes*  
Chair

*11/06/2014*  
Date



# Letter of Recommendation to City Council

Springville City Board Name: Water Advisory Board

<b>Applicant:</b>	<b>Request:</b>	<b>Date of Meeting:</b>
	<p style="text-align: center;">2015</p> <p>Approve the Annual Meeting Schedule for the <del>Airport</del> <sup>Water</sup> Board</p> <p>November 4, 2014</p>	

<b>Motion by:</b> Rod Andrew	<b>Second by:</b> Nile Hatch
------------------------------	------------------------------

<b>RECOMMENDATION</b>	<input checked="" type="checkbox"/> <b>APPROVE</b>	<input type="checkbox"/> <b>DISAPPROVE</b>	<input type="checkbox"/> <b>OTHER:</b>
-----------------------	--	--	--

**CONDITIONS OF APPROVAL:**

Second Tuesday of each month at 6:30 a.m. as follows:

REGULAR MEETING	DATE
January.....	13
February.....	10
March.....	10
April.....	14
May.....	12
June.....	9
July.....	No meeting
August.....	11
September.....	8
October.....	13
November.....	10
December.....	8

**Voting Record:**

Member Name	APPROVE	DENY	ABSTAIN
Rollin Hotchkiss			✓
Alton Beck	✓		
Rod Andrew	✓		
Nile Hatch	✓		
Bernell Hutchings	✓		
Calvin Crandall	✓		

Rolling Hotchkiss, Chair	11/4/2014
Chair	Date



## STAFF REPORT

**DATE:** December 30, 2014  
**TO:** Honorable Mayor and City Council  
**FROM:** Troy Fitzgerald, City Administrator  
**SUBJECT:** AQUATIC ACTIVITY CENTER EXPLATORY COMMITTEE

---

### **RECOMMENDED MOTION**

A Motion to APPROVE Resolution \_\_\_\_\_ creating an ad hoc committee to explore an Aquatic Activity Center for Springville.

### **GOALS, OBJECTIVES AND STRATEGIES AT ISSUE**

Strategy 6A for Parks, Trails and Recreation is to “Work towards construction of a new recreation center that is designed to meet the needs of potential users in a fiscally responsible manner.”

### **DISCUSSION**

The attached resolution establishes an Ad Hoc Committee to explore both a Recreation Center or an Aquatic Center. The Committee will be comprised of 7 to 15 members and will be charged with the following responsibilities:

- (1) Review the need for an Aquatic Center in the community;
- (2) Review the need for a Recreation Center in the community;
- (3) Recommend the size, budget and location for an appropriate facility, if any;
- (4) Recommend the manner of financing and/or paying for such a facility, if any; and
- (5) Recommend prioritized alternatives.

The responsibilities may be changed based upon the discussion at the work session on January 6, 2015.

### **ALTERNATIVES**

The Council may assign any responsibilities it desires from the committee.

**FISCAL IMPACT**

The Council has budgeted about \$30,000 to explore a new facility. The Committee will be assisted by a retained architect and staff. Staff time will cost an estimated \$10,000.

*Troy Fitzgerald*  
Troy Fitzgerald  
City Administrator

Attachments

cc:

Resolution No. \_\_\_\_\_

**A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO EXPLORE AN AQUATIC ACTIVITY CENTER.**

**WHEREAS**, there has been substantial community interest in a recreation center or aquatic activity center for years; and

**WHEREAS**, the Mayor desires to have this issue thoroughly studied;

**NOW, THEREFORE**, be it resolved by the City Council of Springville City that the following Ad Hoc Committee be established as directed.

**1: Ad Hoc Committee Established.** There is hereby established an Ad Hoc Committee entitled Aquatic Activity Center Exploratory Committee which shall have between seven (7) and fifteen (15) members from the general public appointed by the Mayor, with the approval of the City Council. Members of the Committee shall serve without compensation, except that the City may make provision for payment of necessary expenses incurred by them in carrying out the duties specified in this Resolution.

One (1) or two (2) members of the City Council to be designated by the Mayor shall be assigned to attend the Committee meetings. City Council members shall serve as non-voting members of the Committee. In addition, selected staff members shall attend committee meetings.

**2: Term of Office.** Each member of the Committee, except the City Council members who serve on the Board, shall serve until their duties are completed and recommendations are submitted to the City Council for consideration.

**3: Organization.** The Committee shall elect its own chair and may adopt rules and regulations for the conduct of its business. The Committee should meet as often as necessary to conduct necessary business. Written minutes shall be kept of each meeting and the minutes shall be forwarded to the City Council for their review.

**4: Powers and Duties.** The Ad Hoc Committee shall be an advisory board only.

Duties of the Aquatic Activity Center Exploratory Committee shall include the following:

- (1) Review the need for an Aquatic Center in the community;
- (2) Review the need for a Recreation Center in the community;
- (3) Recommend the size, budget and location for an appropriate facility, if any;
- (4) Recommend the manner of financing and/or paying for such a facility, if any;
- (5) Recommend prioritized alternatives; and
- (6) Perform any other duties deemed appropriate and assigned by the Mayor.

Passed by the City Council of Springville City this \_\_\_\_\_ day of \_\_\_\_\_, 2015. This resolution becomes effective on the day following the date of adoption.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Kim Rayburn, City Recorder



**STAFF REPORT**

**DATE:** December 31, 2014  
**TO:** Mayor and City Council  
**FROM:** Bradley D. Stapley, Director of Public Works  
**SUBJECT: EASEMENT DEDICATION FROM DAVID D. & JAN C. HARRISON – PI PIPELINE PHASE 2B**

**RECOMMENDED ACTION**

Motion to authorize payment in the amount of \$\_\_\_\_\_ to David D. & Jan C. Harrison in return for the granting of a Public Utility and a Temporary Construction easement to Springville City as outlined in Exhibit “A.”

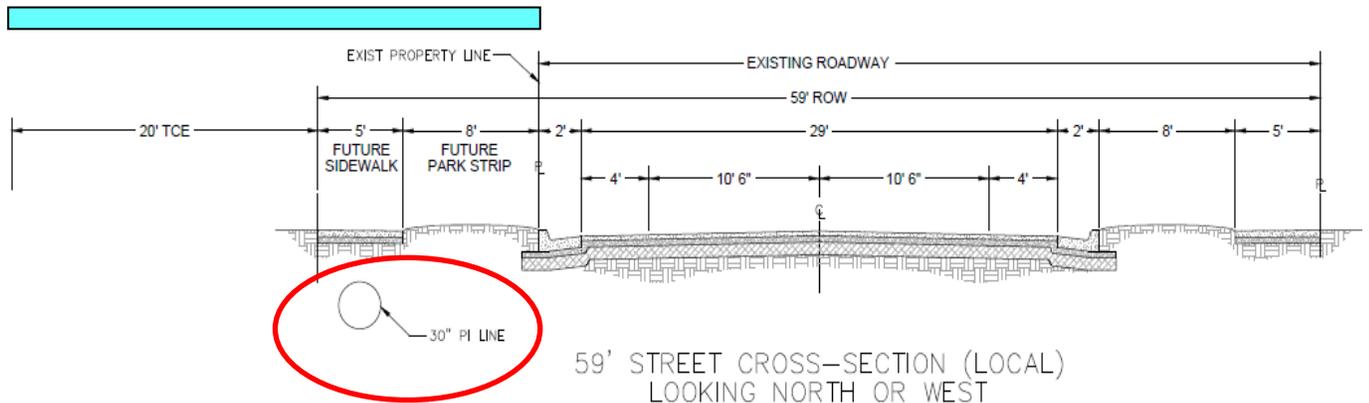
**SUMMARY OF ISSUES/FOCUS OF ACTION**

On December 16, 2014, the City Council awarded a contract to VanCon, Inc. for the construction of Phase 2B of the City’s thirty (30) inch diameter pressurized irrigation transmission pipeline within 700 South between 950 West and 100 East.

The pipeline route will pass through the northerly boundary of the property owner’s parcel, hence the need for a Public Utilities easement (PUE) and a Temporary Construction easement (TCE).

**DISCUSSION**

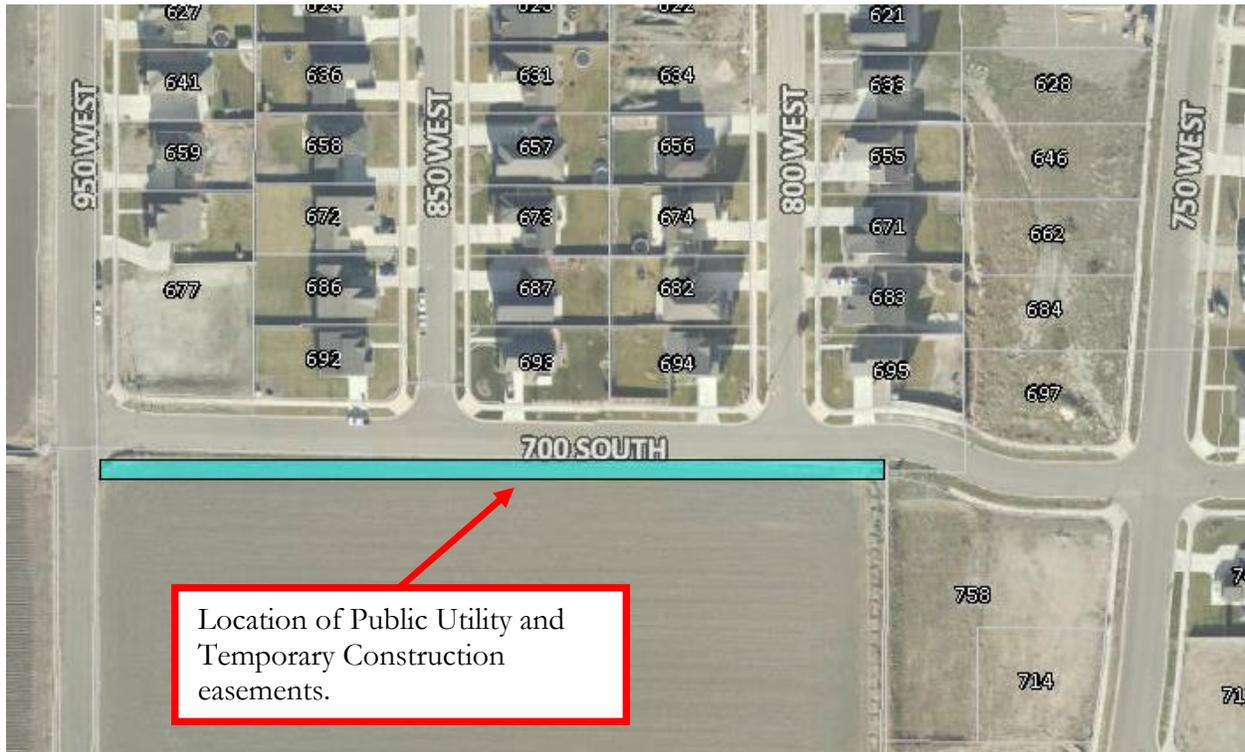
The design alignment will place the 30-inch pressurized irrigation transmission pipeline in the future park strip of the northerly side of the property owner’s parcel as shown below.



***CITY COUNCIL AGENDA***

*June 3, 2014*

The 13-foot PUE and 20-foot TCE are located on the northerly boundary of the parcel as shown in the photograph below.



### **ALTERNATIVES**

A “Before & After” appraisal was conducted on the Harrison parcel by Lang Appraisal Services, Inc. Lang recommended the City pay \$7,500 for the 13-foot PUE and the 20-foot TCE (see Exhibit “B”).

### **ALTERNATIVES**

Option #1: Staff recommends acceptance of the Public Utility Easement and Temporary Construction easement from the property owner.

Option #2: No action (not recommended).

### **FISCAL IMPACT**

The City will pay the property owner for the Public Utility Easement and Temporary Construction easement using Central Utah Water Conservancy District (CUWCD) grant monies associated with the City’s Pressurized Irrigation Project.

### **CITY COUNCIL AGENDA**

# Exhibit "A"

When recorded, return to:  
SPRINGVILLE CITY  
110 SOUTH MAIN  
SPRINGVILLE, UT 84663

## PUBLIC UTILITY EASEMENT

DAVID D. HARRISON and JAN C. HARRISON, CO-TRUSTEES OF THE D&J HARRISON 1998 TRUST, their heirs, executors, administrators, and assigns, all of which hereinafter are collectively referred to as Grantor, grant and convey to SPRINGVILLE CITY, a municipal corporation of the State of Utah, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged and intended to be legally binding, the following:

A Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns.

Said easement is described as follows:

BEGINNING AT A POINT LOCATED SOUTH 88°34'56" WEST ALONG THE SECTION LINE 316.35 FEET AND SOUTH 618.44 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 88°36'14" EAST 673.33 FEET TO THE CRYSTAL SPRINGS PLAT "A" SUBDIVISION AS ON RECORD AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°16'01" WEST 13.16 FEET ALONG SAID SUBDIVISION; THENCE NORTH 88°35'57" WEST 673.47 FEET; THENCE NORTH 00°53'30" EAST 13.10 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 8,842 SQ. FT. or 0.20 ACRE

This easement is executed, delivered, and granted upon the following conditions and considerations:

1. The easement herein described shall be extended or foreshortened to meet Grantor's actual property if different than that above described.
2. The easement is limited to use for construction of public utilities. No other use may be made of the easement or the land encumbered by the easement, unless the easement is broadened by Grantor, their heirs, or successors in interest.
3. Within said easement, City shall repair and/or replace all of Grantor's infrastructure, including, but not limited to, ditches, fences, trees, and landscaping plants that the City damages as a result of installing public utility improvements. The City shall only be required to repair and/or replace any damaged infrastructure to the same condition that the infrastructure was in prior to it being damaged.

## **CITY COUNCIL AGENDA**

IN WITNESS WHEREOF, Grantor has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
DAVID D. HARRISON

\_\_\_\_\_  
JAN C. HARRISON

STATE OF UTAH        )  
                              : SS.  
COUNTY OF UTAH    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me,

\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me the execution of the same.

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

When recorded, return to:  
SPRINGVILLE CITY  
110 SOUTH MAIN  
SPRINGVILLE, UT 84663

### TEMPORARY CONSTRUCTION EASEMENT

DAVID D. HARRISON and JAN C. HARRISON, CO-TRUSTEES OF THE D&J HARRISON 1998 TRUST, their heirs, executors, administrators, and assigns, all of which hereinafter are collectively referred to as Grantor, grant and convey to SPRINGVILLE CITY, a municipal corporation of the State of Utah, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged and intended to be legally binding, the following:

A temporary easement for installation and construction of public utilities and the appurtenant parts thereof, and the right to reasonable access to Grantor's land for the above described purposes.

Said easement is described as follows:

BEGINNING AT A POINT LOCATED SOUTH 88°34'56" WEST ALONG THE SECTION LINE 316.55 FEET AND SOUTH 631.54 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 88°35'57" EAST 673.47 FEET TO THE CRYSTAL SPRINGS PLAT "A" SUBDIVISION AS ON RECORD AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°16'01" WEST 17.00 FEET ALONG SAID SUBDIVISION; THENCE NORTH 88°35'57" WEST 673.66 FEET; THENCE NORTH 00°53'30" EAST 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,450 SQ. FT. OR 0.26 ACRE

This easement is executed, delivered, and granted upon the following conditions and considerations:

1. The easement herein described shall be extended or foreshortened to meet Grantor's actual property if different than that above described.
2. The easement is limited to use for construction of public utilities. No other use may be made of the easement or the land encumbered by the easement, unless the easement is broadened by Grantor, their heirs, or successors in interest.
3. Within said easement, City shall repair and/or replace all of Grantor's infrastructure, including, but not limited to, ditches, fences, trees, and landscaping plants that the City damages as a result of installing public utility improvements. The City shall only be required to repair and/or replace any damaged infrastructure to the same condition that the infrastructure was in prior to it being damaged.
4. The temporary easement granted herein will terminate on October 2016, or at the conclusion of the construction of the improvements and associated warranty period, whichever comes first.

IN WITNESS WHEREOF, Grantor has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
DAVID D. HARRISON

\_\_\_\_\_  
JAN C. HARRISON

STATE OF UTAH            )  
                                  : SS.  
COUNTY OF UTAH        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me,

\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me the execution of the same.

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

# Exhibit "B"



December 19, 2014

Bradley D. Stapley, P.E.  
Springville City / Public Works  
110 South Main Street  
Springville, Utah 84663

**RE: Appraisal of the Harrison property located at Approximately 850 West 700 South, Springville, Utah.**

Dear Mr. Stapley,

At your request we have completed an appraisal report of the property currently within the public utility easement area required to install a 30-inch pressurized pipeline. The property rights appraised are the fee simple estate. The definition of market value follows in the attached report.

This appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable standards.

This appraisal report provides a brief description of the steps taken to complete the valuation including analysis of data, the reasoning and conclusions made. The purpose of this valuation is to determine the market value of the property rights to be acquired for the subject easement area as of December 9, 2014.

The intended use is for the acquisition of a perpetual easement and a temporary construction easement along the north property border of the subject ownership. Springville City is the client. The client, and their assigns, are the intended users of this appraisal report. There are no other intended users of this report.

As a result of our research and analyses, an appraisal report has been prepared summarizing our reasoning and conclusions. The market value of the easements acquired is \$7,500.00 as of the valuation date.

**SEVEN THOUSAND FIVE HUNDRED DOLLARS**

There are no extraordinary assumptions in this appraisal report. The hypothetical condition of this valuation is that the project influence, positive or negative, is ignored in the before condition. Also, the valuation in the after condition is based on the project being completed.

We hope that this information will be useful to you in your negotiations. Please call on us if we can be of further assistance or answer any questions.

Sincerely,



John W. Lang

Utah State Certified General Appraiser  
Certificate # 5491466-CG00 Expires – December 31, 2015



Darren M. Morgan

Utah State Certified General Appraiser  
Certificate # 5970483-CG00 Expires – June 30, 2016



**STAFF REPORT**

**DATE:** December 31, 2014  
**TO:** Mayor and City Council  
**FROM:** Bradley D. Stapley, Director of Public Works  
**SUBJECT: EASEMENT DEDICATION FROM RULON S. & GERALDINE Y. FRANCIS – PI PIPELINE PHASE 2B**

**RECOMMENDED ACTION**

Motion to authorize the granting of a Public Utility and a Temporary Construction easement to Springville City by Rulon S. & Geraldine Y. Francis at no cost to the City as shown in Exhibit "A."

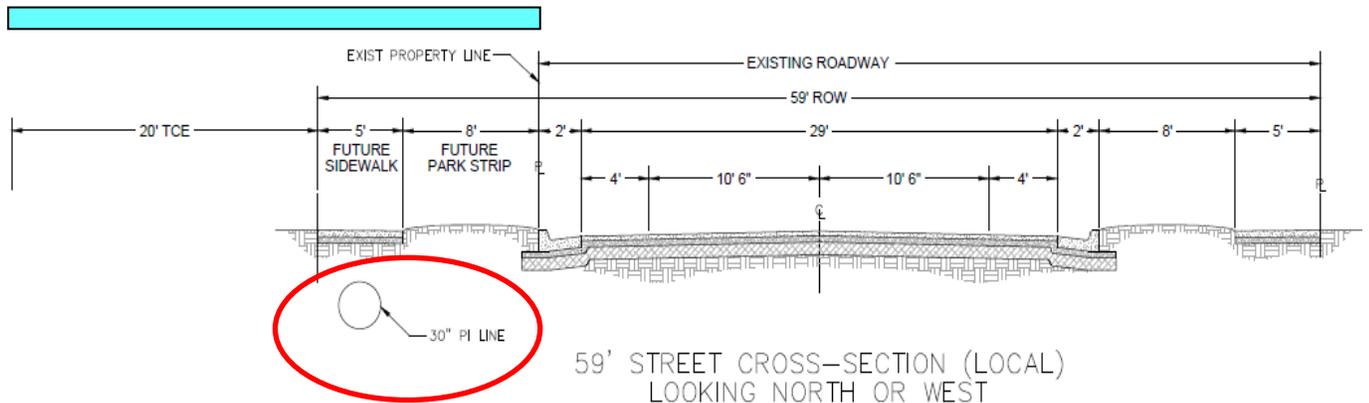
**SUMMARY OF ISSUES/FOCUS OF ACTION**

On December 16, 2014, the City Council awarded a contract to VanCon, Inc. for the construction of Phase 2B of the City’s thirty (30) inch diameter pressurized irrigation transmission pipeline within 700 South between 950 West and 100 East.

The pipeline route will pass through the northerly boundary of the property owner’s parcel, hence the need for a Public Utilities easement (PUE) and a Temporary Construction easement (TCE).

**DISCUSSION**

The design alignment will place the 30-inch pressurized irrigation transmission pipeline in the future park strip of the northerly side of the property owner’s parcel as shown below.



***CITY COUNCIL AGENDA***

*June 3, 2014*

The 13-foot PUE and 20-foot TCE are located on the northerly boundary of the parcel as shown in the photograph below.



## **ALTERNATIVES**

Option #1: Staff recommends acceptance of the Public Utility Easement and Temporary Construction easement from the property owner.

Option #2: No action (not recommended).

## **FISCAL IMPACT**

The City accepts the donation of the Public Utility Easement and Temporary Construction easement from the property owner.

## **CITY COUNCIL AGENDA**

# Exhibit "A"

When recorded, return to:  
SPRINGVILLE CITY  
110 SOUTH MAIN  
SPRINGVILLE, UT 84663

## PUBLIC UTILITY EASEMENT

RULON S. FRANCIS and GERALDINE Y. FRANCIS, TRUSTEES, and any successor trustees of THE RULON & GERALDINE FRANCIS FAMILY TRUST, their heirs, executors, administrators, and assigns, all of which hereinafter are collectively referred to as Grantor, grant and convey to SPRINGVILLE CITY, a municipal corporation of the State of Utah, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged and intended to be legally binding, the following:

A Public Utility Easement, in perpetuity for installation, maintenance, repair, and replacement of public utilities, and appurtenant parts thereof and the right to reasonable access to grantor's land for the above described purposes. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns.

Said easement is described as follows:

BEGINNING AT A POINT LOCATED SOUTH 01°01'45" EAST ALONG THE SECTION LINE 749.67 FEET AND WEST 298.47 FEET FROM THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°36'59" WEST 15.06 FEET; THENCE NORTH 89°30'12" WEST 1,327.15 FEET TO THE CRYSTAL SPRINGS PLAT "A" SUBDIVISION AS ON RECORD AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 00°14'32" EAST 15.20 FEET ALONG SAID SUBDIVISION; THENCE SOUTH 89°29'50" EAST 1,327.25 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 20,075 SQ. FT. or 0.46 ACRE

This easement is executed, delivered, and granted upon the following conditions and considerations:

1. The easement herein described shall be extended or foreshortened to meet Grantor's actual property if different than that above described.
2. The easement is limited to use for construction of public utilities. No other use may be made of the easement or the land encumbered by the easement, unless the easement is broadened by Grantor, their heirs, or successors in interest.
3. Within said easement, City shall repair and/or replace all of Grantor's infrastructure, including, but not limited to, ditches, fences, trees, and landscaping plants that the City damages as a result of installing public utility improvements. The City shall only be required to repair and/or replace any damaged infrastructure to the same condition that the infrastructure was in prior to it being damaged.

## **CITY COUNCIL AGENDA**

IN WITNESS WHEREOF, Grantor has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rulon S Francis

\_\_\_\_\_  
Geraldine Y. Francis

STATE OF UTAH        )  
                          : SS.  
COUNTY OF UTAH    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me,

\_\_\_\_\_  
the signer(s) of the foregoing instrument, who duly acknowledged to me the execution of the same.

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

When recorded, return to:  
SPRINGVILLE CITY  
110 SOUTH MAIN  
SPRINGVILLE, UT 84663

### TEMPORARY CONSTRUCTION EASEMENT

RULON S. FRANCIS and GERALDINE Y. FRANCIS, TRUSTEES, and any successor trustees of THE RULON & GERALDINE FRANCIS FAMILY TRUST, their heirs, executors, administrators, and assigns, all of which hereinafter are collectively referred to as Grantor, grant and convey to SPRINGVILLE CITY, a municipal corporation of the State of Utah, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged and intended to be legally binding, the following:

A temporary easement for installation and construction of public utilities and the appurtenant parts thereof, and the right to reasonable access to Grantor's land for the above described purposes.

Said easement is described as follows:

BEGINNING AT A POINT LOCATED SOUTH 01°01'45" EAST ALONG THE SECTION LINE 764.73 FEET AND WEST 298.91 FEET FROM THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°36'59" WEST 17.00 FEET; THENCE NORTH 89°30'12" WEST 1,327.04 FEET TO THE CRYSTAL SPRINGS PLAT "A" SUBDIVISION AS ON RECORD AT THE UTAH COUNTY RECORDER'S OFFICE; THENCE NORTH 00°14'32" EAST 17.00 FEET ALONG SAID SUBDIVISION; THENCE SOUTH 89°30'12" EAST 1,327.15 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 22,561 SQ. FT. or 0.52 ACRE

This easement is executed, delivered, and granted upon the following conditions and considerations:

1. The easement herein described shall be extended or foreshortened to meet Grantor's actual property if different than that above described.
2. The easement is limited to use for construction of public utilities. No other use may be made of the easement or the land encumbered by the easement, unless the easement is broadened by Grantor, their heirs, or successors in interest.
3. Within said easement, City shall repair and/or replace all of Grantor's infrastructure, including, but not limited to, ditches, fences, trees, and landscaping plants that the City damages as a result of installing public utility improvements. The City shall only be required to repair and/or replace any damaged infrastructure to the same condition that the infrastructure was in prior to it being damaged.
4. The temporary easement granted herein will terminate on October 2016, or at the conclusion of the construction of the improvements and associated warranty period, whichever comes first.

IN WITNESS WHEREOF, Grantor has signed this document this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rulon S. Francis

\_\_\_\_\_  
Geraldine Y. Francis

STATE OF UTAH        )  
                              : SS.  
COUNTY OF UTAH    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014 personally appeared before me,

\_\_\_\_\_,  
the signer(s) of the foregoing instrument, who duly acknowledged to me the execution of the same.

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



## STAFF REPORT

**DATE:** December 30, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING EASEMENT AGREEMENTS, CONSIDERATION AGREEMENTS, AND A DEDICATION QUITCLAIM DEED WITH PROPERTY RESERVE, INC., AND SUBURBAN LAND RESERVE, INC. FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS FOR THE MEADOW BROOK ELEMENTARY SCHOOL.**

### RECOMMENDED ACTION

Motion to Approve the execution of two Permanent Drainage and Temporary Construction Easement Agreements, one Temporary Construction Easement Agreement, two Consideration Agreements, and a Dedication Quitclaim Deed with Property Reserve, Inc. or Suburban Land Reserve, Inc. for the installation of public improvements for the Meadow Brook Elementary School, contingent upon the City Attorney's final review of the documents and Nebo School District entering into a development agreement with Springville City wherein the school district will assume all of the City's responsibilities and liabilities associated with the easements and improvements until the improvements are accepted by the City.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

The Nebo School District has received site plan approval to move forward with the construction of the Meadow Brook Elementary School that will be located at approximately 750 South 950 West in Springville. In order to move forward with the project, the District needs to obtain easements for offsite sewer and storm drain lines. The needed easements are located on properties owned by Property Reserve, Inc. and Suburban Land Reserve, Inc. (the "Grantors"). For several months, both the City and the District have been in negotiating with the Grantors to obtain the needed easements for the District's new school. The Grantors are willing to provide the easements but want to deed the temporary construction and permanent easements directly to the City.

The easements are located in areas that the City and the Grantors have identified as the best location for the future 700 South and 1200 West streets. As such, as long as future development

### CITY COUNCIL AGENDA

happens as planned, the easements and public infrastructure located in the easements will eventually be located within the City's right-of-way.

Easements. The three proposed easement agreements contain substantially the same provisions. The following are some of the most significant provisions in the agreements:

1. Easement. The agreements grant the City a perpetual easement for constructing, installing, operating, inspecting, maintaining, repairing and replacing sewer storm drain pipelines and related infrastructure.
2. Cost. The City will receive the easements free of charge. The sewer and storm drain lines will help the Grantors with developing portions of their remaining property.
3. Temporary Construction Easements. Each easement provides temporary construction areas for the contractor to utilize for the installation of the improvements.
4. Grantors' Use of Easements. The grantors reserve the right to use the easement for any use not inconsistent with the City's permitted use of installing and maintaining the sewer and storm drain infrastructure. The grantors may relocate the infrastructure and easements at the grantors' cost and expense.
5. Grantors' Rights to Connect. The grantors shall have the right to connect to the sewer line for future development. The agreements do not limit the City's ability to collect impact fees for the connection.
6. Restoration. The City is required to restore the easement areas to a condition that is clean, free of debris and hazards that may be caused by the installation of the infrastructure. The City is required to keep the infrastructure in good repair and to perform proper maintenance.
7. Condition of Easement Area. The City is accepting the easement area in an "as is," "where is" condition without warranties and "with all faults."
8. Insurance. The City is required to obtain liability insurance for damages caused by the infrastructure line and to obtain workers' compensation and automobile insurance policies.
9. Indemnification. The City is required to indemnify, release, defend and hold harmless the grantors for any damages caused by the infrastructure, during the construction and post-construction time periods. Eventually the infrastructure will be located within future roads. With the infrastructure located underground within the location of future roads, the risk of future damages should be minimal.

Consideration Agreements. The consideration agreements allow the Grantors to connect certain stub-outs to the infrastructure and require the City to pay for crop loss. The crop-loss is based upon a formula that takes into account crop-loss for this upcoming year and diminished crop-loss over the next three years.

Dedication Quitclaim Deed. The dedication quitclaim deed is a street dedication for the street that will be located to the north of the District's new school. The deed does reserve the mineral rights 500 feet below the surface of the future road.

The Agreements contain additional provisions besides those outlined above. This report attempts to highlight the main provisions.

The recommended motion is also contingent on the District entering into a development agreement wherein the District will assume all responsibilities and liabilities of the City until such time that the City accepts the improvements. As such, the District will pay for all crop-loss, insurance coverage, damages that may occur during construction, and any other issues involved with the District moving forward with its project.

### **FISCAL IMPACT**

The City should not incur any costs for the easements and street dedication. The City could be responsible for future damages caused by the infrastructure should something happen after the City approves and accepts the infrastructure.

Attachments: Proposed Agreements

When Recorded, Mail To:  
City of Springville, Utah  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With A Copy To:  
Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 600  
Salt Lake City, Utah 84111

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(space above for Recorder's use only)

**PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This PERMANENT DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, (the "**Effective Date**") by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation, ("**Grantor**"), and SPRINGVILLE CITY, a Utah municipal corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. Grantor is the owner of certain real property located in Utah County, Utah more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**Grantor's Property**").

B. Grantee desires a perpetual, non-exclusive drainage easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Drainage Easement Area**"), for the purposes set forth in this Agreement.

C. Grantee also desires a temporary, non-exclusive construction easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit C, attached hereto and incorporated herein by this reference, (the "**Temporary Easement Area**," and, together with the Drainage Easement Area, the "**Easement Areas**"), for the purposes set forth in this Agreement.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

## A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

### 1. Grant of Easements.

1.1. Grant of Easement. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the “**Drainage Easement**”) on, over, across, under and through the Drainage Easement Area for the purposes of (i) constructing, operating, repairing, altering, protecting, restoring, and maintaining an underground drainage line and related facilities (the “**Improvements**”).

1.1. Grant of Temporary Easement. Grantor hereby conveys to Grantee, without warranty, a temporary, non-exclusive construction easement (the “**Temporary Easement**,” and, together with the Drainage Easement, the “**Easements**”) on, over, across, under and through the Temporary Easement Area for the purposes of facilitating the design, installation, and construction of the Improvements. The Temporary Easement will automatically terminate upon the earlier of (i) the completion of the Improvements; or (ii) one (1) year after the Effective Date.

2. Condition of the Easement Areas. Grantee accepts the Easement Areas and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Easement Areas at its sole risk and hazard. Grantee and its successors and assigns, hereby release, waive and forever discharge Grantor from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Easement Areas and the entry upon the Easement Areas by Grantee and Grantee’s invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors (“**Grantee’s Agents**”).

Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Areas, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easements granted herein are made without warrant whatsoever and subject to: (i) any state of facts which an accurate ALTA survey (with all Table A items) and/or physical inspection of the Easement Areas might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee shall not disturb or interfere with any existing ~~or future~~ utility service or the rights of the beneficiaries of any existing ~~or future~~ easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers.

If Grantor interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

### **3. Use of Easement Areas.**

3.1. Use of Easement Areas. Grantee may use the Easement Areas solely for the purposes stated in Section 1. Grantee will use diligent and good faith efforts to complete the Improvements on the Easement Areas as soon as possible after initiation of work thereon.

3.2. Conditions and Restrictions on Use; Access. Grantee shall take all necessary actions and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Areas. Grantee may not change the grade of the Easement Areas, except to the extent necessary to install the Improvements so long as the grade of the Easement Areas is restored to its original grade. Grantee shall design and construct the Improvements in a professional manner by licensed professional engineers and contractors, using good workmanship, and in accordance with all applicable laws and industry standards. Grantee shall use reasonable efforts to prevent and minimize the discharge of dust, dirt and debris from the Easement Areas. If any dirt, dust or mud is discharged onto any adjacent streets, roads or highways, Grantee shall cause such dirt, dust or mud to be promptly removed.

Grantee shall not perform any construction, maintenance or other work on the Easement Areas on Sundays, except in the case of an emergency. Notwithstanding the above, Grantee will address any complaints by neighboring property owners and promptly respond to any such complaints directly to the property owner. Grantee shall not use, generate, store, place or maintain any fuel, petroleum, or any hazardous materials on the Easement Areas. If any irrigation system is disturbed by Grantee, Grantee shall immediately repair such irrigation system.

3.3. Non-Permitted Uses. The Parties hereby acknowledge and agree that the Easements granted to Grantee to use the Easement Areas are solely limited to the purposes of the terms of Section 3.1 above, and thus, does not include any of the following rights or activities, and the Parties hereby agree that the following uses and activities are prohibited on the Easement Areas: (i) any waste or damage to the Easement Areas; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration or disturbances or increases the risk of fire, explosion or radioactive hazards on the Easement Areas; (iii) any action that defaces, damages or harms the Easement Areas, except to the extent such action is expressly authorized herein; and (iv) connecting any lights, apparatus, trailers, machinery or other equipment servicing the Easement Areas and the structures thereon to any utility service provided to the Easement Areas or Grantor's adjacent property.

3.4. Reservation by Grantor. Other than the rights granted to Grantee pertaining to the Easement Areas, neither Grantee nor anyone claiming by, through, or under Grantee has any rights, title or interest in any other portion of Grantor's Property. It is understood and agreed that the Easements granted hereby are non-exclusive and Grantor, and its successors and assigns, reserve and retain the right to use the Easement Areas in any manner whatsoever not inconsistent with Grantee's permitted use, including, but not limited to, the right

(i) for pedestrian and vehicular ingress and egress between Grantor's Property and the Easement Areas; (ii) for the placement and maintenance of landscaping, trees, shrubs, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes, and related appurtenances, fences, asphalt roadways, parking lots and driveways, and other site improvements; (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Areas to third parties; and (iv) to require the relocation of the Improvements at any time (or from time to time) at Grantor's cost and expense. If any of the Improvements are relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the Easements in its previous location and to grant the easement in the new location. Notwithstanding the foregoing, if the roots of any trees, shrubs or landscaping interferes with any utility line, Grantee may remove such trees, shrubs or landscaping.

3.5 Connectivity to stub-outs. Grantee hereby agrees to grant access and use rights to and for the benefit of the remaining portions of Grantor's Property and Grantor and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. Grantor, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Improvements, provided that the location stub-outs meets city standards and specifications.

**4. Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future, and, without exception, Grantee hereby agrees to conduct any and all such work on days other than Sunday. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

**5. Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Areas in good order and condition. Grantee shall promptly repair any damage to Grantor's Property and any of Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore in a workmanlike manner Grantor's Property and the improvements to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to, leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by the Grantee's activities, and subject to neither environmental hazards nor liens caused by the Grantee's activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on the Easement Areas, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Areas and (ii) except in the case of an emergency, perform such work on days other than Sunday.

**6. Termination.** This Agreement will be automatically terminated upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Easement Areas and gives Grantor written notice thereof, or (ii) Grantee does not actually use the Easement Areas for

a consecutive period of twenty-four (24) months. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement and the Easement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

**7. Indemnification and Release.** Grantee shall indemnify, release and defend with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Areas and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Areas and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Areas and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Areas and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Areas or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**8. Insurance.**

8.1. **Grantee's Insurance.** Grantee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Areas: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident (\$100,000.00 each accident); (b) bodily injury by disease (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate.

Grantee's liability insurance policy or policies shall include broad form contractual liability coverage.

8.2. Evidence of Insurance. Before commencement of any work on the Easement Areas or entry upon Grantor's Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form or equivalent listing Grantor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

9. Use of Easement Areas by Grantor. Grantor reserves the right to use the Easement Areas for an alternative use and to convey the Easement Areas to an entity controlling, controlled by or under common control with Grantor, Corporation of the Presiding Bishopric of The Church of Jesus Christ of Latter-day Saints, or Suburban Land Reserve. Grantor also reserves the right to sell, transfer or convey the Easement Areas and other portions of Grantor's Property to other entities.

10. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

11. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee at the following addresses (or at such other address as Grantor or Grantee or the person receiving copies may designate in writing given in accordance with this Section):

GRANTOR: Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 600  
Salt Lake City, Utah 84111  
Phone: (801) 321-7536  
Email: [dwright@pripd.com](mailto:dwright@pripd.com)

WITH A  
COPY TO: Kirton McConkie  
Attn.: Jessica Rancie  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 323-5967  
Email: [jrancie@kmclaw.com](mailto:jrancie@kmclaw.com)

GRANTEE: Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**12. No Public Use/Dedication.** Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

**13. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GRANTOR:**

PROPERTY RESERVE, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: Authorized Agent

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Signature and notarization to follow]*

**GRANTEE:**

**SPRINGVILLE CITY,**  
a Utah municipal corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **SPRINGVILLE CITY**, a Utah municipal corporation, who acknowledged before me that he/she signed the foregoing instrument as \_\_\_\_\_ for **SPRINGVILLE CITY**, a Utah municipal corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

**EXHIBIT A**

[Legal Description of Grantor's Property]

**EXHIBIT B**

[Legal Description of the Drainage Easement Area]

**EXHIBIT C**

[Legal Description of the Temporary Easement Area]

When Recorded, Mail To:  
City of Springville, Utah  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With A Copy To:

Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 600  
Salt Lake City, Utah 84111

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(space above for Recorder's use only)

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, (the "**Effective Date**") by and between **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, ("**Grantor**"), and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

### RECITALS

A. Grantor is the owner of certain real property located in Utah County, Utah ("**Grantor's Property**"), more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee is the owner of certain real property located in Utah County, Utah ("**Grantee's Property**"), more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires a temporary, non-exclusive construction easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit C, attached hereto and incorporated herein by this reference, (the "**Easement Area**") for the purposes set forth in this Agreement.

D. Grantor is willing to grant a temporary easement to Grantee, subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

**1. Grant of Temporary Easement.** Grantor hereby conveys to Grantee, without warranty, a temporary, non-exclusive construction easement (the "**Easement**") on, over, across,

under and through the Easement Area for the purpose of facilitating the construction of a public right-of-way and related facilities on the Grantee's Property (the "**Improvements**"). The Easement will automatically terminate upon the earlier to occur of (i) the completion of the Improvements; or (ii) one (1) year after the Effective Date.

**2. Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Easement Area at its sole risk and hazard. Grantee and its successors and assigns, hereby release, waive and forever discharge Grantor from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors ("**Grantee's Agents**").

Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the easement granted herein is made without warrant whatsoever and subject to: (i) any state of facts which an accurate ALTA survey (with all Table A items) and/or physical inspection of the Easement Area might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee shall not disturb or interfere with any existing or future utility service or the rights of the beneficiaries of any existing or future easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers. If Grantor interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

**3. Use of Easement Area.**

3.1. Use of Easement Area. Grantee may use the Easement Area solely for the purposes stated in Section 1. Grantee will use diligent and good faith efforts to complete the Improvements on the Grantee's Property as soon as possible after initiation of work thereon.

3.2. Conditions and Restrictions on Use; Access. Grantee shall take all necessary actions and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Area. Grantee may not change the grade of the Easement Area. Grantee shall use reasonable efforts to prevent and minimize the discharge of dust, dirt and debris from the Easement Area. If any dirt, dust or mud is discharged onto any adjacent streets, roads, highways or property, Grantee shall cause such dirt, dust or mud to be promptly removed.

Grantee shall not make use of or perform any work or maintenance on the Easement Area on Sundays, except in the case of an emergency. Notwithstanding the above, Grantee will address any complaints by neighboring property owners and promptly respond to any such complaints directly to the property owner. Grantee shall not use, generate, store, place or maintain any fuel, petroleum, or any hazardous materials on the Easement Area. If any irrigation system is disturbed by Grantee, Grantee shall immediately repair such irrigation system.

3.3. Non-Permitted Uses. The Parties hereby acknowledge and agree that the easement granted to Grantee to use the Easement Area is solely limited to the purposes of the terms of Section 3.1 above, and thus, does not include any of the following rights or activities, and the Parties hereby agree that the following uses and activities are prohibited on the Easement Area: (i) any waste or damage to the Easement Area; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration or disturbances or increases the risk of fire, explosion or radioactive hazards on the Easement Area; (iii) any action that defaces, damages or harms the Easement Area, except to the extent such action is expressly authorized herein; and (iv) connecting any lights, apparatus, trailers, machinery or other equipment servicing the Easement Area and the structures thereon to any utility service provided to the Easement Area or Grantor's and Grantor's affiliates' adjacent properties.

3.4. Reservation by Grantor. Other than the rights granted to Grantee pertaining to the Easement Area, neither Grantee nor anyone claiming by, through, or under Grantee has any rights, title or interest in any other portion of Grantor's Property. It is understood and agreed that the Easement granted hereby is non-exclusive and Grantor, and its successors and assigns, reserve and retain the right to use the Easement Area in any manner whatsoever not inconsistent with Grantee's permitted use, including, but not limited to, the right (i) for pedestrian and vehicular ingress and egress between Grantor's Property and the Easement Area; (ii) for the placement and maintenance of landscaping, trees, shrubs, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes, and related appurtenances, fences, asphalt roadways, parking lots and driveways, and other site improvements; and (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Area to third parties.

3.5 Connectivity to stub-outs. Grantee hereby agrees to grant access and use rights to and for the benefit of the remaining portions of Grantor's Property and Grantor and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. Grantor, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Improvements.

**4. Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Easement Area in good order and condition. Grantee shall promptly repair any damage to Grantor's Property and any of Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.)

caused by Grantee and/or Grantee's Agents, and shall restore in a workmanlike manner Grantor's Property and Grantor's improvements to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to, leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by the Grantee's activities, and subject to neither environmental hazards nor liens caused by the Grantee's activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Areas and (ii) except in the case of an emergency, perform such work on days other than Sunday.

**5. Indemnification and Release.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Area in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**6. Insurance.**

6.1. **Grantee's Insurance.** Grantee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Area: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the

greater of (a) bodily injury by accident (\$100,000.00 each accident); (b) bodily injury by disease (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate. Grantee's liability insurance policy or policies shall include broad form contractual liability coverage.

1.1. Evidence of Insurance. Before commencement of any work on the Easement Areas or entry upon Grantor's Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form or equivalent listing Grantor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

7. Use of Easement Area by Grantor. Grantor reserves the right to use the Easement Area for an alternative use and to convey the Easement Area to an entity controlling, controlled by or under common control with Grantor, Corporation of the Presiding Bishopric of The Church of Jesus Christ of Latter-day Saints, or Suburban Land Reserve, Inc. Grantor also reserves the right to sell, transfer or convey the Easement Area and other portions of Grantor's Property to other entities.

8. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

9. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee at the following addresses (or at such other address as Grantor or Grantee or the person receiving copies may designate in writing given in accordance with this Section):

GRANTOR:	Property Reserve, Inc. Attn.: Daniel D. Wright 79 S. Main St., Ste. 600 Salt Lake City, Utah 84111 Phone: (801) 321-7536 Email: <a href="mailto:dwright@pripd.com">dwright@pripd.com</a>
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WITH A  
COPY TO:

Kirton McConkie  
Attn.: Jessica Rancie  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 323-5967  
Email: [jrancie@kmclaw.com](mailto:jrancie@kmclaw.com)

GRANTEE:

Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**10. No Public Use/Dedication.** Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

**11. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may

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

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GRANTOR:**

PROPERTY RESERVE, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: Authorized Agent

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Signature and notarization to follow]*

**GRANTEE:**

**SPRINGVILLE CITY,**  
a Utah municipal corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **SPRINGVILLE CITY**, a Utah municipal corporation, who acknowledged before me that he/she signed the foregoing instrument as \_\_\_\_\_ for **SPRINGVILLE CITY**, a Utah municipal corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

**EXHIBIT A**

[Legal Description of the Grantor's Property]

**EXHIBIT B**

[Legal Description of the Grantee's Property]

**EXHIBIT C**

[Legal Description of the Easement Area]

## CONSIDERATION AGREEMENT

THIS CONSIDERATION AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation (“**SLR**”), and SPRINGVILLE CITY, a Utah municipal corporation (“**Springville**”). The parties hereto are individually referred to as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

- A. SLR is the owner of certain property located in Utah County, Utah (the “**Property**”).
- B. The Parties have concurrently herewith entered into a Permanent Sewer and Temporary Construction Easement Agreement (collectively, the “**Construction Documents**”). Pursuant to the Construction Documents, SLR has granted to Springville certain rights on, over, and across portions of the Property for the development and construction of an underground sewer line (collectively, the “**Facilities**”). Copies of the Construction Documents are attached hereto and incorporated herein by this reference as Exhibit A.
- B. The Parties are desirous to enter into this Agreement in order to set forth certain additional terms and conditions pertaining to the Construction Documents.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Consideration for the Construction Documents. As consideration for the Construction Documents granted by SLR to Springville, Springville hereby agrees to grant access and use rights to and for the benefit of the remaining portions of the Property and SLR and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. SLR, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Facilities, provided that the stub-outs meet city standards and specifications.

2. Crop-Loss Compensation. Springville, at its sole cost and expense, shall fully compensate SLR for any damage to or loss of any crops on the Property resulting directly or indirectly from Springville’s activities on the Property according to the following formula:  
\_\_\_\_\_.

3. Payments. All payments due hereunder shall be made and delivered to Suburban Land Reserve, Inc., Attn: Jace McQuivey, 79 S. Main Street, Suite 700, Salt Lake City, Utah 84111.

4. No Recordation. Neither party shall record this Agreement.

5. Attorney’s Fees. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), is instituted by either party against the other party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys’

fees. For purposes of this Paragraph, the term “prevailing party” shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

6. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to SLR:

Suburban Land Reserve, Inc.  
Attn.: Jace McQuivey  
79 S. Main St., Ste. 700  
Salt Lake City, Utah 84111  
Phone: (801) 243-7895  
Email: mcquiveyj@slreserve.com

If to SPRINGVILLE:

Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

7. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

8. Applicable Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute only one instrument.

10. Definitions. All capitalized terms used herein and which are not herein otherwise defined shall have the meanings set forth in the Construction Documents.

EXECUTED as of the Effective Date.

**SLR:**

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: Authorized Agent

**SPRINGVILLE:**

SPRINGVILLE CITY, a Utah municipal  
corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

[Copies of the Construction Documents]

When Recorded, Mail To:  
City of Springville, Utah  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With A Copy To:  
Suburban Land Reserve, Inc.  
Attn.: Jace L. McQuivey  
79 S. Main St., Ste. 500  
Salt Lake City, Utah 84111

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(space above for Recorder's use only)

**PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT**

This PERMANENT SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, (the "**Effective Date**") by and between **SUBURBAN LAND RESERVE, INC.**, a Utah corporation, ("**Grantor**"), and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. Grantor is the owner of certain real property located in Utah County, Utah ("**Grantor's Property**") more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Sewer Easement Area**"), for the purposes set forth in this Agreement.

C. Grantee also desires a temporary, non-exclusive construction easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit C, attached hereto and incorporated herein by this reference, (the "**Temporary Easement Area**," and, together with the Sewer Easement Area, the "**Easement Areas**"), for the purposes set forth in this Agreement.

D. Grantor is willing to grant such easements to Grantee, subject to the terms and conditions set forth in this Agreement.

## A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

### 1. Grant of Easements.

1.1. Grant of Sewer Easement. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the “**Sewer Easement**”) on, over, across, under and through the Sewer Easement Area for the purposes of (i) constructing, operating, repairing, altering, protecting, restoring, and maintaining an underground sewer line and related facilities (the “**Improvements**”).

1.2. Grant of Temporary Easement. Grantor hereby conveys to Grantee, without warranty, a temporary, non-exclusive construction easement (the “**Temporary Easement**,” and, together with the Sewer Easement, the “**Easements**”) on, over, across, under and through the Temporary Easement Area for the purposes of facilitating the design, installation, and construction of the Improvements. The Temporary Easement will automatically terminate upon the earlier of (i) the completion of the Improvements; or (ii) one (1) year after the Effective Date.

2. Condition of the Easement Areas. Grantee accepts the Easement Areas and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Easement Areas at its sole risk and hazard. Grantee and its successors and assigns, hereby release, waive and forever discharge Grantor from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Easement Areas and the entry upon the Easement Areas by Grantee and Grantee’s invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors (“**Grantee’s Agents**”).

Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Areas, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the easement granted herein is made without warrant whatsoever and subject to: (i) any state of facts which an accurate ALTA survey (with all Table A items) and/or physical inspection of the Easement Areas might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee shall not disturb or interfere with any existing ~~or future~~-utility service or the rights of the beneficiaries of any existing ~~or future~~-easements and shall comply with any

applicable terms and conditions in any such easements or of any such utility service providers. If Grantor interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

**3. Use of Easement Areas.**

3.1. Use of Easement Areas. Grantee may use the Easement Areas solely for the purposes stated in Section 1. Grantee will use diligent and good faith efforts to complete the Improvements on the Sewer Easement Area as soon as possible after initiation of work thereon.

3.2. Conditions and Restrictions on Use; Access. Grantee shall take all necessary actions and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Areas. Grantee may not change the grade of the Easement Areas, except to the extent necessary to install the Improvements so long as the grade of the Easement Areas is restored to its original grade. Grantee shall design and construct the Improvements in a professional manner by licensed professional engineers and contractors, using good workmanship, and in accordance with all applicable laws and industry standards. Grantee shall use reasonable efforts to prevent and minimize the discharge of dust, dirt and debris from the Easement Areas. If any dirt, dust or mud is discharged onto any adjacent streets, roads or highways, Grantee shall cause such dirt, dust or mud to be promptly removed.

Grantee shall not perform any construction, maintenance or other work on the Easement Areas on Sundays, except in the case of an emergency. Notwithstanding the above, Grantee will address any complaints by neighboring property owners and promptly respond to any such complaints directly to the property owner. Grantee shall not use, generate, store, place or maintain any fuel, petroleum, or any hazardous materials on the Easement Areas. If any irrigation system is disturbed by Grantee, Grantee shall immediately repair such irrigation system.

3.3. Non-Permitted Uses. The Parties hereby acknowledge and agree that the easement granted to Grantee to use the Easement Areas is solely limited to the purposes of the terms of Section 3.1 above, and thus, does not include any of the following rights or activities, and the Parties hereby agree that the following uses and activities are prohibited on the Easement Areas: (i) any waste or damage to the Easement Areas; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration or disturbances or increases the risk of fire, explosion or radioactive hazards on the Easement Areas; (iii) any action that defaces, damages or harms the Easement Areas, except to the extent such action is expressly authorized herein; and (iv) connecting any lights, apparatus, trailers, machinery or other equipment servicing the Easement Areas and the structures thereon to any utility service provided to the Easement Areas or Grantor's adjacent property.

3.4. Reservation by Grantor. Other than the rights granted to Grantee pertaining to the Easement Areas, neither Grantee nor anyone claiming by, through, or under Grantee has any rights, title or interest in any other portion of Grantor's Property. It is understood and agreed that the Easements granted hereby are non-exclusive and Grantor, and its successors and assigns, reserve and retain the right to use the Easement Areas in any manner

whatsoever not inconsistent with Grantee's permitted use, including, but not limited to, the right (i) for pedestrian and vehicular ingress and egress between Grantor's Property and the Easement Areas; (ii) for the placement and maintenance of landscaping, trees, shrubs, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes, and related appurtenances, fences, asphalt roadways, parking lots and driveways, and other site improvements; (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Areas to third parties; and (iv) to require the relocation of the Improvements at any time (or from time to time) at Grantor's cost and expense. If any of the Improvements are relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the Easement in its previous location and to grant the easement in the new location. Notwithstanding the foregoing, if the roots of any trees, shrubs or landscaping interferes with any utility line, Grantee may remove such trees, shrubs or landscaping.

3.5 Connectivity to stub-outs. Grantee hereby agrees to grant access and use rights to and for the benefit of the remaining portions of Grantor's Property and Grantor and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. Grantor, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Improvements provided that the location stub-outs meets city standards and specifications.

4. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future, and, without exception, Grantee hereby agrees to conduct any and all such work on days other than Sunday. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Areas in good order and condition. Grantee shall promptly repair any damage to Grantor's Property and any of Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore in a workmanlike manner Grantor's Property and the improvements to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to, leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by the Grantee's activities, and subject to neither environmental hazards nor liens caused by the Grantee's activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on the Easement Areas, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Areas and (ii) except in the case of an emergency, perform such work on days other than Sunday.

6. Termination. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Sewer Easement Area

and gives Grantor written notice thereof, or (ii) Grantee does not actually use the Sewer Easement Area for a consecutive period of twenty-four (24) months. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

**7. Indemnification and Release.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Areas and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Areas and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Areas and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Areas and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Areas or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**8. Insurance.**

8.1. Grantee's Insurance. Grantee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Areas: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident (\$100,000.00 each accident); (b) bodily injury by disease (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and



WITH A  
COPY TO:

Kirton McConkie  
Attn.: Jessica Rancie  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 323-5967  
Email: [jrancie@kmclaw.com](mailto:jrancie@kmclaw.com)

GRANTEE:

Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**12. No Public Use/Dedication.** Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

**13. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may

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

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GRANTOR:**

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: Authorized Agent

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of **SUBURBAN LAND RESERVE, INC.**, a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for **SUBURBAN LAND RESERVE, INC.**, a Utah corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Signature and notarization to follow]*

**GRANTEE:**

**SPRINGVILLE CITY,**  
a Utah municipal corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **SPRINGVILLE CITY**, a Utah municipal corporation, who acknowledged before me that he/she signed the foregoing instrument as \_\_\_\_\_ for **SPRINGVILLE CITY**, a Utah municipal corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

**EXHIBIT A**

[Legal Description of the Grantor's Property]

**EXHIBIT B**

[Legal Description of the Sewer Easement Area]

**EXHIBIT C**

[Legal Description of the Temporary Easement Area]

## CONSIDERATION AGREEMENT

THIS CONSIDERATION AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”), by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation (“**PRI**”), and SPRINGVILLE CITY, a Utah municipal corporation (“**Springville**”). The parties hereto are individually referred to as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. PRI is the owner of certain property located in Utah County, Utah (the “**Property**”).

B. The Parties have concurrently herewith entered into the following agreements over portions of the Property: i) a Permanent Drainage and Temporary Construction Easement Agreement, ii) a Permanent Sewer and Temporary Construction Easement Agreement, iii) a Temporary Construction Easement, and iv) a Dedication Quitclaim Deed (collectively, the “**Construction Documents**”). Pursuant to the Construction Documents, PRI has granted to Springville certain rights on, over, and across portions of the Property for the development and construction of an underground drainage line, an underground sewer line facility, and a public right of way and related facilities (collectively, the “**Facilities**”). Copies of the Construction Documents are attached hereto and incorporated herein by this reference as Exhibit A.

B. The Parties are desirous to enter into this Agreement in order to set forth certain additional terms and conditions pertaining to the Construction Documents.

### TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Consideration for the Construction Documents. As consideration for the Construction Documents granted by PRI to Springville, Springville hereby agrees to grant access and use rights to and for the benefit of the remaining portions of the Property and PRI and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. PRI, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Facilities provided that the location stub-outs meets city standards and specifications.

2. Crop-Loss Compensation. Springville, at its sole cost and expense, shall fully compensate PRI for any damage to or loss of any crops on the Property resulting directly or indirectly from Springville’s activities on the Property according to the following formula:

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3. Payments. All payments due hereunder shall be made and delivered to Property Reserve, Inc., Attn: Daniel Wright, 79 S. Main Street, Suite 700, Salt Lake City, Utah 84111.

4. No Recordation. Neither party shall record this Agreement.

5. Attorney’s Fees. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), is instituted by either party against the

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4825-4356-2784.v2

4825-4356-2784.v1

other party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Paragraph, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

6. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to PRI:

Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 700  
Salt Lake City, Utah 84111  
Phone: (801) 321-7536  
Email: [dwright@pripd.com](mailto:dwright@pripd.com)

If to SPRINGVILLE:

Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

7. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

8. Applicable Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute only one instrument.

10. Definitions. All capitalized terms used herein and which are not herein otherwise defined shall have the meanings set forth in the Construction Documents.

EXECUTED on the day and year set forth above.

**PRI:**

PROPERTY RESERVE, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: Authorized Agent

**SPRINGVILLE:**

SPRINGVILLE CITY, a Utah municipal  
corporation

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

[Copies of the Construction Documents]

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When Recorded, Mail To:  
City of Springville, Utah  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With A Copy To:  
Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 600  
Salt Lake City, Utah 84111

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(space above for Recorder's use only)

**PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT**

This PERMANENT SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, (the "**Effective Date**") by and between **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, ("**Grantor**"), and **SPRINGVILLE CITY**, a Utah municipal corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

**RECITALS**

A. Grantor is the owner of certain real property located in Utah County, Utah ("**Grantor's Property**") more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Sewer Easement Area**"), for the purposes set forth in this Agreement.

C. Grantee also desires a temporary, non-exclusive construction easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit C, attached hereto and incorporated herein by this reference, (the "**Temporary Easement Area**," and, together with the Sewer Easement Area, the "**Easement Areas**"), for the purposes set forth in this Agreement.

D. Grantor is willing to grant such easements to Grantee, subject to the terms and conditions set forth in this Agreement.

|

## A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

### 1. Grant of Easements.

1.1. Grant of Sewer Easement. Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the “**Sewer Easement**”) on, over, across, under and through the Sewer Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, and maintaining an underground sewer line and related facilities (the “**Improvements**”).

1.2. Grant of Temporary Easement. Grantor hereby conveys to Grantee, without warranty, a temporary, non-exclusive construction easement (the “**Temporary Easement**,” and, together with the Sewer Easement, the “**Easements**”) on, over, across, under and through the Temporary Easement Area for the purposes of facilitating the design, installation, and construction of the Improvements. The Temporary Easement will automatically terminate upon the earlier of (i) the completion of the Improvements; or (ii) one (1) year after the Effective Date.

2. Condition of the Easement Areas. Grantee accepts the Easement Areas and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects, and the existence of hazardous materials, if any, and shall enter upon the Easement Areas at its sole risk and hazard. Grantee and its successors and assigns, hereby release, waive and forever discharge Grantor from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, relating to the condition of the Easement Areas and the entry upon the Easement Areas by Grantee and Grantee’s invitees, guests, agents, servants, employees, consultants, contractors, and subcontractors (“**Grantee’s Agents**”).

Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Areas, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the easement granted herein is made without warrant whatsoever and subject to: (i) any state of facts which an accurate ALTA survey (with all Table A items) and/or physical inspection of the Easement Areas might show, (ii) all land use and zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee shall not disturb or interfere with any existing ~~or future~~ utility service or the rights of the beneficiaries of any existing ~~or future~~ easements and shall comply with any

applicable terms and conditions in any such easements or of any such utility service providers. If Grantor interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

**3. Use of Easement Areas.**

3.1. Use of Easement Areas. Grantee may use the Easement Areas solely for the purposes stated in Section 1. Grantee will use diligent and good faith efforts to complete the Improvements on the Sewer Easement Area as soon as possible after initiation of work thereon.

3.2. Conditions and Restrictions on Use; Access. Grantee shall take all necessary actions and precautions to prevent any loss, damage, harm, or injury to any person or property on the Easement Areas. Grantee may not change the grade of the Easement Areas, except to the extent necessary to install the Improvements so long as the grade of the Easement Areas is restored to its original grade. Grantee shall design and construct the Improvements in a professional manner by licensed professional engineers and contractors, using good workmanship, and in accordance with all applicable laws and industry standards. Grantee shall use reasonable efforts to prevent and minimize the discharge of dust, dirt and debris from the Easement Areas. If any dirt, dust or mud is discharged onto any adjacent streets, roads or highways, Grantee shall cause such dirt, dust or mud to be promptly removed.

Grantee shall not perform any construction, maintenance or other work on the Easement Areas on Sundays, except in the case of an emergency. Notwithstanding the above, Grantee will address any complaints by neighboring property owners and promptly respond to any such complaints directly to the property owner. Grantee shall not use, generate, store, place or maintain any fuel, petroleum, or any hazardous materials on the Easement Areas. If any irrigation system is disturbed by Grantee, Grantee shall immediately repair such irrigation system.

3.3. Non-Permitted Uses. The Parties hereby acknowledge and agree that the easement granted to Grantee to use the Easement Areas is solely limited to the purposes of the terms of Section 3.1 above, and thus, does not include any of the following rights or activities, and the Parties hereby agree that the following uses and activities are prohibited on the Easement Areas: (i) any waste or damage to the Easement Areas; (ii) any public or private nuisance, including, but not limited to, any use that creates objectionable noises, odors, dust, smoke, gases, light, vibration or disturbances or increases the risk of fire, explosion or radioactive hazards on the Easement Areas; (iii) any action that defaces, damages or harms the Easement Areas, except to the extent such action is expressly authorized herein; and (iv) connecting any lights, apparatus, trailers, machinery or other equipment servicing the Easement Areas and the structures thereon to any utility service provided to the Easement Areas or Grantor's adjacent property.

3.4. Reservation by Grantor. Other than the rights granted to Grantee pertaining to the Easement Areas, neither Grantee nor anyone claiming by, through, or under Grantee has any rights, title or interest in any other portion of Grantor's Property. It is understood and agreed that the Easements granted hereby are non-exclusive and Grantor, and its successors and assigns, reserve and retain the right to use the Easement Areas in any manner

whatsoever not inconsistent with Grantee's permitted use, including, but not limited to, the right (i) for pedestrian and vehicular ingress and egress between Grantor's Property and the Easement Areas; (ii) for the placement and maintenance of landscaping, trees, shrubs, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes, and related appurtenances, fences, asphalt roadways, parking lots and driveways, and other site improvements; (iii) to grant other non-exclusive easements, licenses and rights within or on the Easement Areas to third parties; and (iv) to require the relocation of the Improvements at any time (or from time to time) at Grantor's cost and expense. If any of the Improvements are relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the Easement in its previous location and to grant the easement in the new location. Notwithstanding the foregoing, if the roots of any trees, shrubs or landscaping interferes with any utility line, Grantee may remove such trees, shrubs or landscaping.

3.5 Connectivity to stub-outs. Grantee hereby agrees to grant access and use rights to and for the benefit of the remaining portions of Grantor's Property and Grantor and its successors and assigns, for connectivity to utility stub-outs and other related improvements. The Parties agree to reasonably cooperate with each other in order to grant permits and approvals, and take all other commercially reasonable actions necessary to carry out the intent hereof. Grantor, in its sole and absolute discretion, reserves the right to determine the location of the stub outs and other connectivity improvements to the Improvements provided that the stub-out location meets city standards and specifications.

4. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future, and, without exception, Grantee hereby agrees to conduct any and all such work on days other than Sunday. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Easement Areas in good order and condition. Grantee shall promptly repair any damage to Grantor's Property and any of Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore in a workmanlike manner Grantor's Property and the improvements to the same or better condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to, leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by the Grantee's activities, and subject to neither environmental hazards nor liens caused by the Grantee's activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on the Easement Areas, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Areas and (ii) except in the case of an emergency, perform such work on days other than Sunday.

6. Termination. This Agreement will be automatically terminated upon the earlier to occur of the following: (i) Grantee decides that it will no longer use the Sewer Easement Area

and gives Grantor written notice thereof, or (ii) Grantee does not actually use the Sewer Easement Area for a consecutive period of twenty-four (24) months. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

**7. Indemnification and Release.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Areas and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Areas and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Areas and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Areas and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Easement Areas or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**8. Insurance.**

8.1. Grantee's Insurance. Grantee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the Easement Areas: (i) Workers Compensation Insurance satisfying any statutory limits; (ii) Employers Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident (\$100,000.00 each accident); (b) bodily injury by disease (\$500,000 policy limit); and (c) bodily injury by disease (\$100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars (\$2,000,000.00) annual general aggregate, and

Two Million Dollars (\$2,000,000.00) products and completed operations annual aggregate. Grantee's liability insurance policy or policies shall include broad form contractual liability coverage.

1.1. Evidence of Insurance. Before commencement of any work on the Easement Areas or entry upon Grantor's Property, Grantee will provide evidence of insurance to Grantor by delivering to Grantor a Certificate of Insurance, on ACORD 25-S (1/95) Form or equivalent listing Grantor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder names to the left." Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent.

**9. Use of Easement Areas by Grantor.** Grantor reserves the right to use the Easement Areas for an alternative use and to convey the Easement Areas to an entity controlling, controlled by or under common control with Grantor, Corporation of the Presiding Bishopric of The Church of Jesus Christ of Latter-day Saints, or Suburban Land Reserve, Inc. Grantor also reserves the right to sell, transfer or convey the Easement Areas and other portions of Grantor's Property to other entities.

**10. Liens.** Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

**11. Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Grantor or Grantee at the following addresses (or at such other address as Grantor or Grantee or the person receiving copies may designate in writing given in accordance with this Section):

GRANTOR: Property Reserve, Inc.  
Attn.: Daniel D. Wright  
79 S. Main St., Ste. 700  
Salt Lake City, Utah 84111  
Phone: (801) 321-7536  
Email: [dwright@pripd.com](mailto:dwright@pripd.com)

WITH A  
COPY TO:

Kirton McConkie  
Attn.: Jessica Rancie  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Phone: (801) 323-5967  
Email: [jrancie@kmclaw.com](mailto:jrancie@kmclaw.com)

GRANTEE:

Springville City  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**12. No Public Use/Dedication.** Grantor's Property is and shall at all times remain the private property of Grantor. The use of Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

**13. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may

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

*[Signatures and notarizations to follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**GRANTOR:**

PROPERTY RESERVE, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: Authorized Agent

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

*[Signature and notarization to follow]*

**GRANTEE:**

**SPRINGVILLE CITY,**  
a Utah municipal corporation

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **SPRINGVILLE CITY**, a Utah municipal corporation, who acknowledged before me that he/she signed the foregoing instrument as \_\_\_\_\_ for **SPRINGVILLE CITY**, a Utah municipal corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the  
State of Utah

**EXHIBIT A**

[Legal Description of the Grantor's Property]

**EXHIBIT B**

[Legal Description of the Sewer Easement Area]

**EXHIBIT C**

[Legal Description of the Temporary Easement Area]



## STAFF REPORT

**DATE:** December 30, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT FOR THE MEADOW BROOK ELEMENTARY SCHOOL.**

### RECOMMENDED ACTION

Motion to Approve the execution of a development agreement for the Meadow Brook Elementary School, contingent upon the City Attorney's final review of the agreement.

### GOALS, OBJECTIVES AND STRATEGIES AT ISSUE

General Plan Goal - To provide functionally effective community facilities and services to support a safe, healthy, and vibrant community life.

### BACKGROUND

The Nebo School District has received site plan approval to move forward with the construction of the Meadow Brook Elementary School that will be located at approximately 750 South 950 West in Springville. The proposed development agreement is for the construction of the off-site public improvement associated with the District's new school. The agreement covers a number of provisions required by City ordinances for site plan developments and also includes the requirement for the District to assume the City's responsibilities and liabilities under certain easement and other consideration agreements between the City and Property Reserve, Inc. and the City and Suburban Land Reserve, Inc.

The agreement, amongst several other provisions, contains the following provisions:

Construction Plans. The District is required to follow all City regulations with respect to installing public improvements that have been approved and shown in the site plan construction plans for the new school.

Impact Fees. The District is required to pay all required impact fees prior to starting construction of the public improvements. The storm water impact fees may be offset by upsized storm water infrastructure that the District will be installing.

Street Trees. The District will pay \$315.00 per street tree shown on the approved landscape plan. The City will then be responsible to purchase, install and maintain street trees for the first two years after planting.

### CITY COUNCIL AGENDA

Materials and Labor. The District will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the public improvement, except for power infrastructure.

Improvement Warranty. The District will not be required to bond for the public improvements. However, prior to City's acceptance of the public improvements, the District will be required to provide the City with a warranty bond to warranty the improvements for a period of one (1) year.

Insurance. The District will obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, during construction of the Project.

Inspections. The District shall ensure that all inspections necessary for the public improvements under the City Code are timely requested. The District's failure to request a proper inspection may result in the District removing and replacing public improvement at its sole cost and expense.

Line Extension. The District is willing to provide off-site utility extensions in order to move forward with the project at this time. This includes extending sewer, storm water and electrical services (the District will pay an electrical extension fee) to the project. After the improvements are extended to the project, the District will dedicate the improvements to the City.

Ownership. The District will own the improvements and be responsible for all liabilities associated with the improvements until the improvements are approved and received by the City.

Storm Drain Reimbursement. The City is requiring the installation of a larger sized storm drain line than what the project needs. The larger size is for surrounding development and will be paid for by impact fees. The District will receive a credit towards the cost of its impact fees for installing the upsized storm drain line. If the credit does not cover the upsizing costs, the City will pay the District the difference.

Easements. As part of constructing and installing the public improvements, the District is required to obtain and maintain easements for the public improvements until such time that City approves and accepts the public improvements. The District will assume all of the City's responsibilities, obligations, and liabilities, as grantee under and party to the Easements.

Water Shares. Prior to beginning the project, the District will tender 4.57 shares of Springville Irrigation Company water shares to the City. The 4.57 shares is the amount of water the City's engineer has determined the new school will use based upon similar school water uses.

Indemnity. The District will indemnify, release, defend, and hold the City harmless from claims and damages caused by the District's work on the public infrastructure, during construction and for a period of one year after the improvements are completed.

The Agreements contain additional provisions besides those outlined above. This report attempts to highlight the main provisions.

**FISCAL IMPACT**

The City should not incur any fiscal impact.

Attachments: Proposed Development Agreement

**DEVELOPMENT AGREEMENT**  
**Meadow Brook Elementary School**

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 (“City”), and the **NEBO SCHOOL DISTRICT**, a political subdivision of the State of Utah, located at 350 South Main, Spanish Fork, Utah 84660 (“Developer”).

**RECITALS**

- A.** Developer is developing property located at \_\_\_\_\_ in Springville City, Utah County, Utah, as shown on the site plan attached as Exhibit “A” (the “Property”).
- B.** Developer plans to construct the Meadow Brook Elementary School on the property in the form, design and plan set forth in the site plan (the “Project”).
- C.** Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- D.** Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City’s general plan, zoning and development regulations, as more fully set forth below.
- E.** City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.
- F.** The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City agree to the following:

- 1. Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

**2. Plans, Permits and Approvals; Impact Fees.**

A. Plans. Developer has prepared detailed construction plans, drawings and specifications (collectively, the “Construction Plans”) for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.

B. Permits and Approvals; Documents. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the “Approvals”) for performance of the Project and City agrees to cooperate with Developer, as may be necessary, in such efforts.

C. Impact Fees. Developer agrees to pay any “Impact Fees” in accordance with the applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under Section 6 (Reimbursable Costs) below.

D. Documents. Developer agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

**3. Manner of Performance.**

A. Compliance with Plans and Laws; Exception for Street Trees. Developer shall pursue the Project to completion (the “Work”) (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the “City Code”), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

B. Street Trees. Developer agrees to provide street trees in accordance with the approved landscaping plan. In lieu of the Developer installing, maintaining and providing a warranty on the trees, Developer desires to pay \$315.00 per street tree shown on the approved landscape plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will be planted during the appropriate planting season after the completion of the Project.

C. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein, excluding primary power infrastructure, which is to be provided by the City.

D. Improvement Warranty. Prior to City’s acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) warranty bond in accordance with Section 14-5-205 of the City Code.

E. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.

F. Inspections. Developer shall ensure that all inspections necessary for the Public Improvements under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Public Improvements at the sole cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

**4. Off-site Work and Additional Fees and Costs.**

A. Line Extension. The parties understand that certain off-site improvements to extend the City utilities infrastructure may be needed in order for Developer to commence the Work and/or complete the Project and that Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install any such off-site improvements to extend City utilities to the Property, at Developer's sole cost. Developer will dedicate these utility improvements to the City (in relation to the Project) after substantial completion of the same in accordance with pertinent plans and City inspection and approval. The City agrees to accept such dedication upon substantial completion of such utility improvements, as contemplated above.

B. Electrical Extension Fees. Developer agrees to pay an electrical extension fee to City in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_), as calculated by City and reflected on Exhibit B attached hereto.

**5. Ownership of Improvements; Acceptance and Dedication.** Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the Public Improvements prior to final acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer substantially in accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

**6. Reimbursable Costs - Upsized Public Improvements.**

A. Storm Drain Pipeline. City is requiring the installation of a \_\_\_\_\_ inch (\_\_\_\_") storm drain pipeline for a distance of approximately \_\_\_\_\_ feet along the north side the Project, while only \_\_\_\_\_ inches (\_\_\_\_") inches of the storm drain pipeline will service the Property. Therefore, in accordance with the cost estimate of City's engineer set forth on Exhibit C, the parties agree that the cost of upsizing the storm drain pipeline, as contemplated above, and the amount reimbursable by City to Developer is \_\_\_\_\_ dollars (\$\_\_\_\_\_).

B. Manner of Reimbursement. Developer shall be reimbursed for the storm drain pipeline upsizing cost (as set forth in Section 6A above) through a credit towards the storm drain impact fees (addressed generally in Section 2(C) above). In the event such impact fees do not exceed

the reimbursable amount herein, the remaining balance shall be paid by City to Developer within thirty (30) days after City's final acceptance of the Public Improvements.

**7. Easements.** As part of constructing and installing the Public Improvements, Developer agrees and acknowledges that it is required to obtain and maintain easements for the Public Improvements until such time that City approves and accepts the Public Improvements. The land that Developer is required to obtain easements across and under for off-site Public Improvements is owned by Property Reserve, Inc. and Suburban Land Reserve, Inc. (the "Grantors"). The Grantors desire to grant all necessary easements, including temporary construction easements and consideration agreements, directly to City. Copies of the easements and consideration agreements that Grantors will grant to City are attached as Exhibit D and include the following:

- A. Permanent Drainage and Temporary Construction Easement Agreement, between Property Reserve, Inc. and Springville City, dated \_\_\_\_\_;
- B. Permanent Sewer and Temporary Construction Easement Agreement, between Suburban Land Reserve, Inc. and Springville City, dated \_\_\_\_\_;
- C. Permanent Sewer and Temporary Construction Easement Agreement, between Property Reserve, Inc. and Springville City, dated \_\_\_\_\_;
- D. Temporary Construction Easement Agreement, between Property Reserve, Inc. and Springville City, dated \_\_\_\_\_;
- E. Consideration Agreement, between Suburban Land Reserve, Inc. and Springville City, dated \_\_\_\_\_; and
- F. Consideration Agreement, between Property Reserve, Inc. and Springville City, dated \_\_\_\_\_.

(The above listed and attached easements and consideration agreements are collectively referred herein as the "Easements"). Until such time that City approves and accepts the Public Improvements, Developer shall assume, carry out, and perform any and all of City's responsibilities, obligations, and liabilities, as grantee under and party to the Easements, including, but not limited to:

- A. Paying any and all crop loss costs and fees;
- B. Indemnifying, releasing, and defending the Grantors as required under sections entitled "Indemnification and Release" of the various permanent and temporary construction easements;
- C. Providing all required insurance;
- D. Working and operating within the conditions, restrictions, and permitted and non-permitted uses granted under the Easements; and
- E. Maintaining and restoring the Grantors' properties to a condition that is acceptable to the Grantors.

**8. Water Shares.** Prior to beginning the Work on the Project, Developer shall tender to City 4.57 shares of Springville Irrigation Company water shares, or its equivalent, for the Project.

**9. Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (*e.g.* FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.

**10. Indemnity.** Developer agrees to indemnify, release and defend with Counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents, (ii) any claim or action related to or breach of the Easements, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City, as contemplated in Section 4 above; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

**11. Authority and Authorization.** Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer. City hereby represents and warrants to Developer that the execution and delivery of this Agreement on the part of the City by its Mayor and the performance of the terms hereof by City, have been duly authorized by the governing body of City and, upon full execution hereof, this Agreement will be binding on and enforceable against City.

**12. Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

**13. Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

**14. Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

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

**16. Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

**17. Severability.** Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

**18. Modification.** Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

**SPRINGVILLE CITY**

By: \_\_\_\_\_  
Wilford W. Clyde, Mayor

Attest:

\_\_\_\_\_  
CITY RECORDER

**NEBO SCHOOL DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

# Exhibit “A”

# Exhibit “B”

# Exhibit “C”

# Exhibit “D”