



***NOTICE OF A WORK SESSION WITH STAFF,
A PUBLIC HEARING AND A REGULAR MEETING
OF THE VINEYARD TOWN COUNCIL
July 27, 2016 at 6:00 PM***

Public Notice is hereby given that the Vineyard Town Council will hold a Work Session with Staff at 6:00 pm, a Public Hearing and Regular Session following the Work Session, on Wednesday, July 27, 2016, in the Vineyard Town Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AGENDA

6:00 PM WORK SESSION WITH STAFF

1. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL: Planning Commission Chair Chris Judd

2. MONTHLY BUILDING ACTIVITY REPORT – Building Official George Reid

3. COUNCILMEMBERS' REPORTS

Dale Goodman – Mayor Pro-tem – July - September

- Public works – Park/Trails/Roads/Buildings
- Timpanogos Special Service District - Board Member

Tyce Flake – Mayor Pro-tem – October - December

- Planning and Zoning
- ULCT Legislative Policy Committee

Nate Riley – Mayor Pro-tem – January - March

- Economic Advisory Committee
- Utah Lake Technical Committee

Julie Fullmer – Mayor Pro-tem – April - June

- Youth Council
- Branding Committee
- Town Special Events
- Orem Community Hospital Board

4. MAYOR'S REPORT

- North Pointe Solid Waste Special Service District - Board Member
- Mountainland Association of Governments
- Council of Governments
- Utah Lake Commission

5. ITEMS REQUESTED FOR FUTURE AGENDAS

(Requests for future agenda items are to be submitted to the Town Clerk/Recorder the Friday before a Town Council meeting. If there will be a cost to the town, project and event requests must be submitted with a fiscal impact analysis or report.)

- *A Resolution declaring the need for The Housing Authority of Utah County to operate within the City of Vineyard*
- *UDOT – Geneva Road Bike Lane Coordination and on street parking enforcement*
- *Garden and Parkside subdivision property line discussion*
- *Preliminary and Final Plat Approval – Vineyard Park Place Subdivision located at 275 South Holdaway Road (Planning Commission recommended approval on July 20. This is scheduled for the August 10 Town Council Meeting.)*

6. AGENDA REVIEW

Time permitting, the Mayor and Town Council will review the items on the agenda.

REGULAR SESSION

1. CALL TO ORDER/PRAAYER

2. CONSENT ITEMS:

- a) Approval of the July 13, 2016 meeting minutes

3. STAFF REPORTS

- Public Works Director /Engineer– Don Overson
- Attorney – David Church
- Utah County Sheriff's Department – Deputy Collin Gordon
- Community Development Director – Morgan Brim
- Finance Director – Jacob McHargue
- Town Clerk/Recorder – Pamela Spencer
- Building Official – George Reid

4. OPEN SESSION: Citizens' Comments (Please see note below)

(15 minutes)

5. BUSINESS ITEMS:

5.1 7:30 PM -- PUBLIC HEARING – Rezone – 720 South Geneva Road

The applicant is requesting an amendment to the zoning of a 1.40 acre parcel at 720 South Geneva Road from R&C-1 to Business Park (BP). The Town Council will hear public comment on this item. Citizens, property owners, and all other members of the public are encouraged to attend and participate.

5.2 7:30 PM -- PUBLIC HEARING – Rezone – 275 South Holdaway Road

The applicant is requesting an amendment to the zoning of a 2.41 acre parcel located at 275 South Holdaway Road from A-1 and R-2-15,000 to R-2-15,000. The Town Council will hear public comment on this item. Citizens, property owners, and all other members of the public are encouraged to attend and participate.

5.3 DISCUSSION AND ACTION – Planning Commission By-laws *(15 minutes)*

The policies and procedures of the By-laws, as amended, are designed and adopted for the purpose of providing guidance and direction to members of the Town of Vineyard Planning Commission in performing their duties. The Mayor and Town Council will take appropriate action.

5.4 DISCUSSION AND ACTION – Public Safety Building Change Order *(15 minutes)*

Town Engineer Don Overson will present the Change Order Request. The Mayor and Town Council will take appropriate action.

5.5 DISCUSSION AND ACTION – Heritage Commission *(15 minutes)*

Planning Commissioner Tim Blackburn will give an update on the Heritage Commission and the Mayor and Town Council will act to approve the Commission members.

5.6 DISCUSSION – Property Exchange Agreement with Union Pacific Railroad Company *(15 minutes)*

Town Attorney David Church will present changes to the property exchange agreement.

6. CLOSED SESSION

The Mayor and Town Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

7. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

Next regularly scheduled meeting is August 10, 2016.

NOTE: “**Open Session**” is defined as time set aside for citizens to express their views. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

The Public is invited to participate in all Town Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Town Clerk at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for the Town of Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard Town Hall, the Vineyard Town website, the Utah Public Notice website, delivered electronically to Town staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: July 26, 2016

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, TOWN CLERK/RECORDER



COMMUNITY DEVELOPMENT

MEETING DATE: July 27, 2016
FROM: Morgan Brim, Community Development Director
TO: Town Council
ITEM: 720 S. Geneva Road Zoning Map Amendment
LOCATION: 720 S. Geneva Road
APPLICANT: Victoria and Pedro Etchebest represented by Mark Greenwood

Introduction:

The applicant has applied for a zoning map amendment to rezone a 1.36-acre parcel from Regional Commercial #1 (R&C-1) district to Business Park (BP) district. The applicant indicates a desire to construct an office building with associated warehouse space. The BP district permits office uses and allows warehouses through the provision of a conditional use permit. If this application is approved the applicant plans to submit the applicable conditional use permit. The commission held a public hearing on July 6th and recommended approval on July 20th.

Statutory Requirements:

The Town of Vineyard is authorized under Utah State Code, Municipal Land Use, Development, and Management Act (MLUDMA); section 10-9a-501 to enact a zoning map. The commission is required to review and provide a recommendation to the council concerning all zoning ordinance amendments, the adoption of a zoning map and any subsequent modifications. The council shall, following consideration of all pertinent information provided by the applicant, town staff, the public and commission, to approve, approve with modifications or deny rezoning requests.

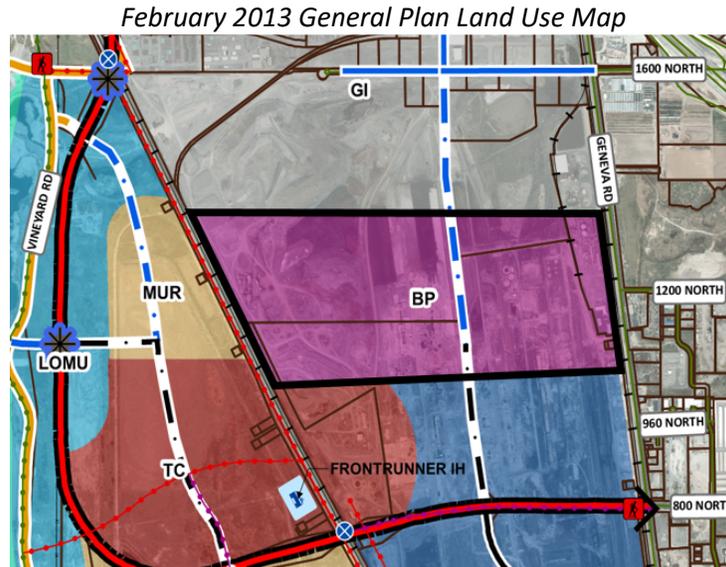
Procedurally, section 507 of town code goes above the minimum requirements of MLUDMA by requiring the commission and council to vote in a separate meeting following the public hearing. In other words, following the public hearing of this application, the application will be required to come back to the council for a final decision in a future meeting as determined by the council.

General Plan Analysis:

The general plan is an advisory guide for land use decisions and its weight and impact are determined by ordinance (MLUDMA Sec 10-9a-405). Town code requires amendments to the zoning ordinance to be in compliance with general plan: *"No amendment to any Land Use Ordinances, Zoning Districts Maps, or other Official Maps may be recommended by the Commission, or approved by the Council, unless such amendment is found to be consistent with the General Plan (Chapter 5, Zoning Ordinance)."*

The general plan was originally adopted in 2004 to provide guidance for future development to accommodate growth through land use, transportation, capital facilities, open space & trails and moderate income residential planning. Staff has identified inconsistencies with this plan as it relates to land use and other plan elements. Town records indicate that the latest land use map was adopted in February of 2013. This map designates the subject property as commercial. The proposed rezoning of the property to BP does not fully comply with the general plan designation of a commercial land use.

However, the current general plan is not updated to a high level of accuracy and not reflective of current land use and development patterns within the town’s municipal boundaries. The general plan designates approximately 220 acres of property west of the future commuter rail station and north of 800 North as Business Park. Currently this area is under remediation efforts and may not be suitable for a business park style development and may provide a better fit for a light industrial or flex office development product. Beyond this area there are no other properties in the town designated for business park developments.



Comparison of Uses:

The following table provides a comparison of uses between the R&C-1 and BP districts. There are 28 uses with similar cross allowances between the two districts and 43 uses, indicated in yellow, with different allowances. Most significantly, the R&C-1 district allows for a large range of retail whereas the BP district is geared more towards office and professional services uses, which includes warehousing. The BP district also always for light manufacturing which is not an allowed use in the R&C-1 district.

Use	R&C-1	BP
ACCESSORY BUILDING	P-2	P-1
ACCESSORY USE	P-1	P-1
AGRICULTURE	P-1	P-1
AGRICULTURAL BUILDING	P-1	P-1
ANIMAL HOSPITAL (VETERINARY CLINIC) WITHOUT OUTDOOR HOLDING OR BOARDING FACILITIES	C	
BANK, CREDIT UNION OR OTHER FINANCIAL INSTITUTION	C	C
CAR WASH	C	
CHURCH	C	P-2
CLASS A RETAIL BEER LICENSE - OFF PREMISES CONSUMPTION	C	C
CLASS B RETAIL BEER LICENSE - OFF PREMISES CONSUMPTION	C	C

CLASS D BEER LICENSE - TEMPORARY	T	
CLASS E RETAIL BEER LICENSE - OFF PREMISES CONSUMPTION	C	
CLASS A LIQUOR LICENSE - PRIVATE CLUB	C	
CLASS B LIQUOR LICENSE - RESTAURANTS	C	C
CLASS C LIQUOR LICENSE - TEMPORARY	T	
COMMERCIAL DAYCARE/PRESCHOOL CENTER	C	C
COMMERCIAL PLANT NURSERY	P-1	
COMMERCIAL RECREATION (INDOOR)	C	C
COMMERCIAL RECREATION (OUTDOOR)	C	
COMMUTER AND LIGHT RAIL FACILITIES AND STATION	C	C
CONSTRUCTION SALES AND SERVICE	C	
CONVENIENCE STORE	P-1	
DISTRIBUTION CENTER		C
DRIVE-THROUGH/DRIVE-UP FACILITY	C	
EARTH STATION (SATELLITE DISH FARM)		C
EDUCATIONAL FACILITY (PUBLIC OR PRIVATE)	C	P-1
ENVIRONMENT REMEDIATION ACTIVITIES		C
EMERGENCY CARE FACILITY	C	C
FARMERS' MARKET	C	C
FUNERAL HOME/MORTUARY	C	C
GYMNASIUM/HEALTH AND FITNESS CLUB	P-2	C
HELIPORT		C
HOSPITAL	C	C
HOTEL	C	C
LAUNDRY LOCAL SELF SERVE, AND DRY CLEANING	P-2	P-2
LIQUOR STORE (STATE OWNED)	C	
MANUFACTURING (LIGHT)		P-1
MEDICAL AND DENTAL CLINIC	P-2	P-1
MEDICAL OR DENTAL LABORATORY	C	P-1
MOTEL	C	
MUSEUM	C	C
NIGHT CLUB	C	
NURSING CARE FACILITY	C	C
OFFICE	P-2	P-1
OPEN/OUTDOOR DISPLAY OF PRODUCTS OR MERCHANDISE	C	
PARK AND RIDE FACILITY	C	C
PAWN SHOP	C	
PERSONAL CARE SERVICE	P-2	
PERSONAL INSTRUCTION SERVICE	P-2	C
PRIVATE CLUB	C	C
PUBLIC USES	C	C

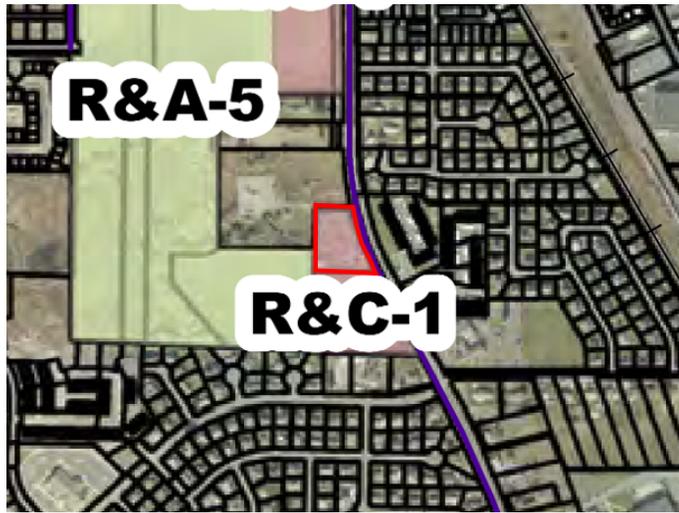
PUBLIC UTILITY (MAJOR)	C	C
PUBLIC UTILITY (MINOR)	C	P-1
RECEPTION HALL; RECEPTION CENTER	C	C
RECYCLING COLLECTION CENTER	P-2	C
RESTAURANT	P-2	P-2
RETAIL SALES AND SERVICES	P-1	
RETAIL SALES AND SERVICES (COMMUNITY COMMERCIAL)	P-1	
RETAIL SALES AND SERVICES (REGIONAL)	P-1	
SEASONAL USE	T	T
SIGN-TEMPORARY	T	T
TEMPORARY USE	T	T
THEATRE(INDOOR PICTURE)	P-2	
TRANSIT PASSENGER HUB (INTERMODAL)	C	C
VEHICLE AND EQUIPMENT SALE AND RENTAL - NEW OR USED (HEAVY)	C	
VEHICLE AND EQUIPMENT SALE AND RENTAL - NEW OR USED (LIGHT)	C	
VEHICLE AND EQUIPMENT REPAIR (MINOR)	C	
WAREHOUSE		C
WAREHOUSE CLUB	C	
WHOLESALE DISTRIBUTION		C
WIRELESS TELECOMMUNICATIONS SITE/FACILITY		C

Characteristics and Location:

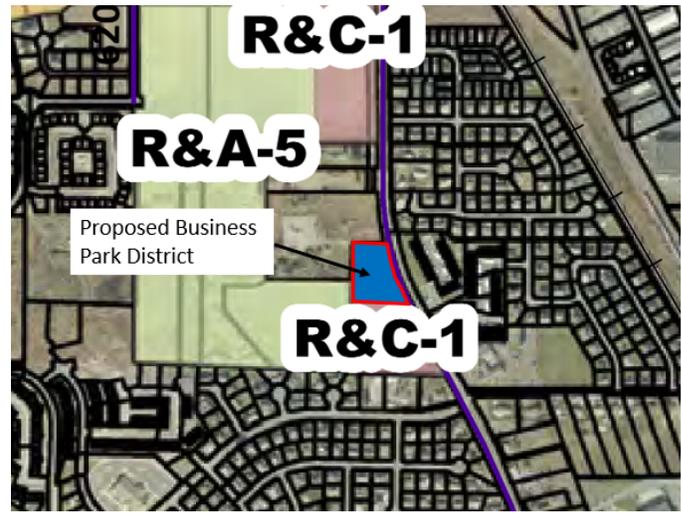
The property is located on the west side of Geneva Road between 575 South and Springwater Drive (800 South). It appears recent right-of-way improvements have been completed; upgrading sidewalk and parking strip infrastructure. This property abuts the Orem City boundary line. To the north, within Orem City, sits an existing substation and to the north beyond the substation, a new Telos School is currently under construction. Agricultural and nursery uses are located west and south of the property. Single-family and townhouse residential neighborhoods are located across Geneva Road on the east. The properties to the south are zoned R&C-1 and the properties to the west are zoned R&A-5.

Proposed Zoning Maps:

Existing Zoning Map



Proposed Zoning Map



FINDINGS:

Staff has found the current general plan and associated land use map are not up to date nor representative of all amendments that have been approved by the town council. Additionally, the land use map, accurate or not, is limited in its application for new or expanding office development. The subject property, located on Geneva Road, is well suited for office development which would provide a significant upgrade over the existing use of the property as a contractor yard with outdoor storage.

RECOMMENDATION:

- Staff recommends approval of the proposed 720 South Geneva Road Zoning Map Amendment request to rezone the subject property from R&C-1 district to BP district. Staff further recommends that the town update the general plan to allow more flexibility for office developments, which includes the subject property.
- The commission recommended approval of the 720 South Geneva Road Zoning Map Amendment on July 20, 2016.

PROPOSED MOTION:

"I move to close the public hearing for the 720 South Geneva Road Zoning Map Amendment and schedule the application for further consideration by the town council on (Council to insert meeting date)."

ATTACHMENTS:

- Application
- Ordinance



LAND USE ORDINANCE & ZONING DISTRICT AMENDMENT

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: 5-25-2016

APPLICANT(S): MATIA ETCHEBEST : Mark Greenwood (Agent)

ADDRESS OF APPLICANT: 2230 N. University Parkway # 60D, Provo, UT 84604

BUSINESS PHONE #: 801-374-6262 CELL PHONE #: 801-376-6262

EMAIL ADDRESS: MGreenwood@AULonline.com FAX NUMBER: 801-374-0085

CURRENT ZONING DISTRICT DESIGNATION: R&C-1

NUMBER OF PROPOSED NEW LOTS: 1 lot (Rezone to Business Park Zone)

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 720 South Geneva Road

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 1.40 Acres

NAME OF PROPERTY OWNER(S): Etchebest, Pedro & Victoria Mercedes

CHECK APPLICABLE PERMIT ATTACHMENT:

	CONDITIONAL USE PERMIT	FINAL PLAT
<input checked="" type="checkbox"/>	GENERAL MAP/PLAT AMENDMENT	LAND DISTURBANCE PERMIT
	MINOR PLAT AMENDMENT	PERMITTED USE SITE PLAN
	PRELIMINARY SUBDIVISION	ROAD CUT PERMIT
	TEMPORARY USE PERMIT	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

 5/25/2016
 Applicant Signature Date

 Co-Applicant Signature Date

OFFICE USE ONLY

DATE RECEIVED		DATE OF APPROVALS	
Initial Submittal 5/25/2016	Complete Submittal 5/25/2016	Planning Commission	Town Council
Type of Request Zoning Amendment	Staff Comments:		
PAYMENT INFORMATION			
Amount Due \$500.00	Date Paid 5/25/2016	Amount Paid \$500.00	Check # 6800

Only fully completed submittals may be accepted in office. If the submittal is incomplete in any way, it must be returned to the applicant.

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
COUNTY OF UTAH}

I, MATIAS ETCHEBEST, the undersigned and owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge. I also acknowledge I have received written instructions regarding the process for which I am applying, and the Vineyard Planning Staff have indicated they are available to assist me in making this application.



[Signature]
(Property Owner)

(Property Owner)

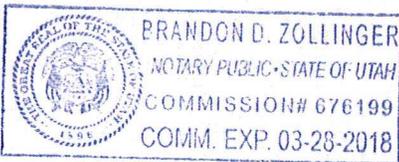
Subscribed and sworn before me, Brandon D. Zollinger, a Notary Public, on this 15th day of April, 20 16.

[Signature]
(Notary Public)

My commission expires: 03-28-2018

AGENT AUTHORIZATION AFFIDAVIT

I, MATIAS ETCHEBEST, the undersigned and owner(s) of the real property described in the attached application, do authorize Mark S. Greenwood, as agent(s) and designated representative(s) regarding the attached application, to appear on my behalf before any administrative or legislative body in the Town of Vineyard considering this application, and to act in all respects as agent(s) in matters pertaining to the attached application.



[Signature]
(Property Owner)

(Property Owner)

Dated this 15th day of April, 20 16, personally appeared before me Matias A. Etchebest, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

[Signature]
(Notary Public)

My commission expires: 03-28-2018

Land Use Ordinance or Zoning District Map Amendment Application Requirements

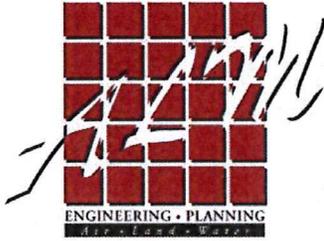
- The Land Use Ordinance or Zoning District Map Amendment Application and Property Owner Affidavit shall provide all required information and be accompanied by payment of all application fees.
- Provide a map of the location of property showing all property boundaries on a minimum size of 8.5" x 11" sheet.
- Provide a legal description of the subject property.
- Show the location and dimensions of any structures on the subject property and on adjacent properties.
- Provide a written narrative describing how the proposed amendment will enhance the existing goals, objectives, and policies of the General Plan, including but not limited to: 1) the effect of the proposed amendment to advance the public health, welfare, and safety of residents of the Town, 2) the effect of the proposed amendment on the interests of Vineyard and its residents, 3) the compatibility of the proposed uses with nearby and adjoining properties, and 4) identify the community benefits of the proposed amendment.

Procedures for Amending the Land Use Ordinance or Zoning Districts Map

1. **Amendments to Vineyard Town Land Use Ordinance or Zoning Districts Map.** An Application for an amendment to the Land Use Ordinance or Zoning Districts Map shall be filed with the Town by presenting an application to the Town Planner.
2. **Determination of Application Completeness.** A Land Use Ordinance or Zoning Districts Map Amendment Application shall be reviewed and considered by the Town Planner for application completeness.
3. **Commission Public Hearing Required.** Prior to recommending the adoption, rejection or revision of any Land Use Ordinance or Zoning Districts Map Amendment Application, the Planning Commission shall hold a public hearing in accordance with the procedures in Chapter 9 of the Vineyard Town Zoning Ordinance and shall provide a minimum of ten (10) days' notice of such hearing.
4. **Commission Recommendation.** Following the close of the public hearing, and at a subsequent meeting(s), the Planning Commission shall formulate a recommendation on the Land Use Ordinance or Zoning Districts Map Amendment Application to Council.
5. **Commission Recommendation Transmitted to Council.** After the Planning Commission has considered the application and made its recommendation, the Planning Commission shall transmit to Council a copy of the Planning Commission's recommendation, the meeting minutes, and all other relevant materials of the proceedings before the Planning Commission. Following receipt of a copy of the Land Use Ordinance or Zoning Districts Map Amendment recommendation from the Planning Commission and all other materials, the Town Clerk/Designee shall schedule a Public Hearing with Council to consider the Planning Commission's recommendation of the Land Use Ordinance or Zoning Districts Map Amendment Application.
6. **Council Public Hearing Required.** The Council shall consider the Land Use Ordinance or Zoning Districts Map Amendment Application recommendation of the Planning Commission at a public hearing by providing a minimum of ten (10) days' notice for the required Council Public Hearing, as required by Chapter 9 of the Vineyard Town Zoning Ordinance.
7. **Council Action.** At a subsequent meeting(s) following the public hearing, the Council may: a) approve the Land Use Ordinance or Zoning Districts Map Amendment application, as presented, b) revise the proposed Land Use Ordinance or Zoning Districts Map Amendment application and approve the amendment, as revised, or c.) reject the proposed Land Use Ordinance or Zoning Districts Map Amendment application. If Council approves the proposed amendment as submitted, or as revised, then Council shall adopt the Land Use Ordinance or Zoning Districts Map Amendment by Ordinance.

Effect of Land Use Ordinance or Zoning Districts Map Amendment

The approval of a Land Use Ordinance or Zoning Districts Map Amendment application shall not authorize the development of land. If a Land Use Ordinance or Zoning Districts Map Amendment application is approved by Council, no development shall occur until the required approvals, permits and licenses have been issued by the Town, consistent with the applicable Land Use Ordinances, adopted Building Codes, and all other applicable Ordinances and requirements.



A.L.M. & Associates, Inc.
Engineering • Planning • Surveying • Development

2230 North University Parkway, Bldg. 6-d
Provo, Ut. 84604
(801) 374-6262
Fax (801) 374-0085

May 25, 2016

Project Name: 720 South Geneva Road, Vineyard
Project No.: 845-1783

Narrative describing how the proposed amendment will enhance the existing goals, objectives, and policies of the General Plan, including but not limited to:

- 1) The effect of the proposed amendment to advance the public health, welfare, and safety of residents of the Town

The proposed rezone will allow a successful functioning business and employer within the City of Vineyard. The economic benefits provided as a result of this proposal will increase taxes and therefore monies available for public improvements in the city.

- 2) The effect of the proposed amendment on the interests of Vineyard and its residents

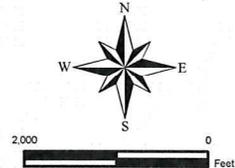
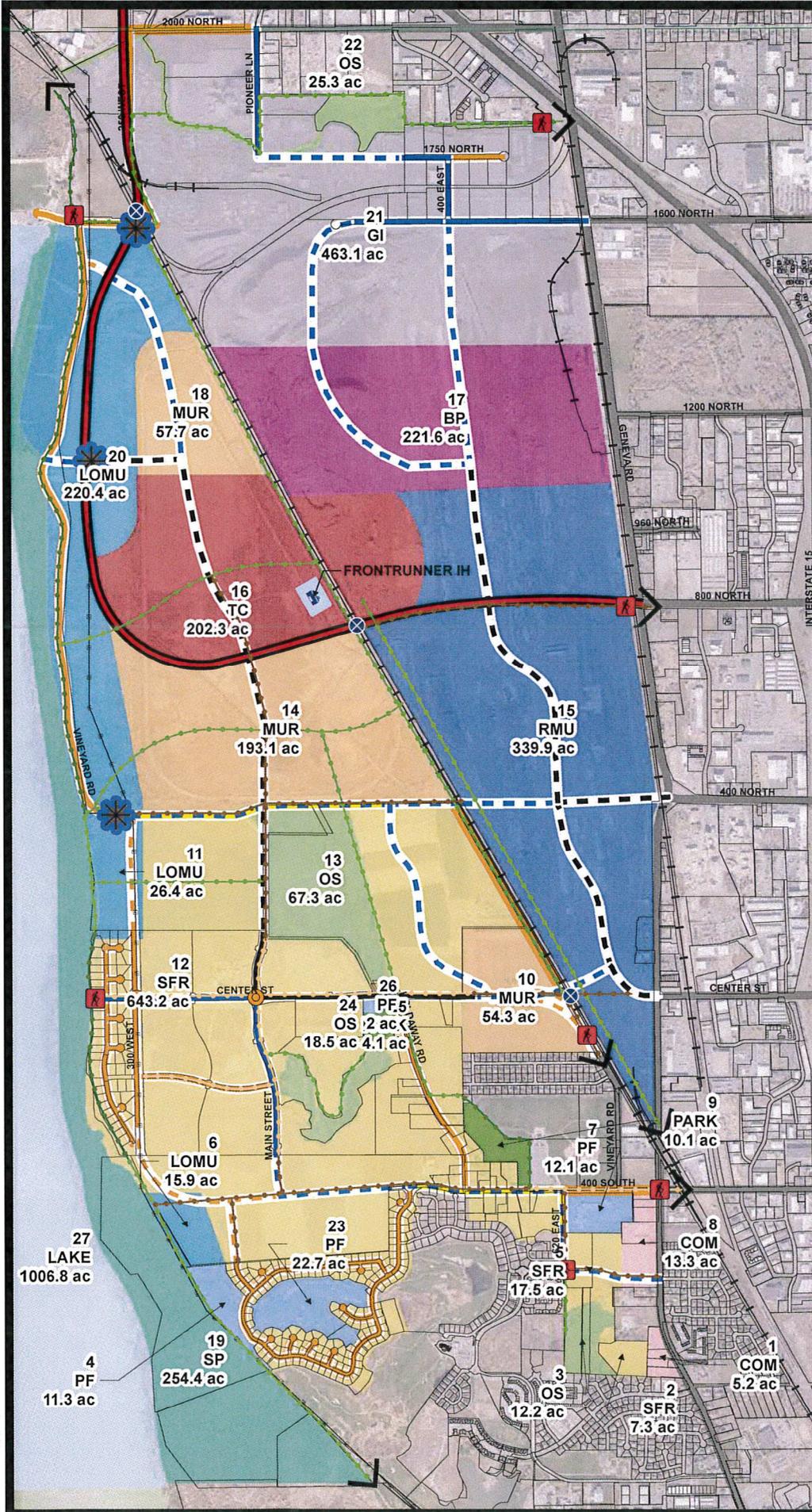
The proposed amendment is inline with the desires and plans of the community of Vineyard. Adds to the development of Geneva Road and removes the vacant site. It also, provides additional jobs and economic opportunities.

- 3) The compatibility of the proposed uses with nearby adjoining properties

The proposed amendment has merit and value for Vineyard in that it will more accurately reflect the existing uses of the parcels that area along Geneva Road and will correspond better to the existing adjacent land uses.

- 4) identify the community benefits of the proposed amendment.

The proposed amendment follows the General Plan for Commercial uses. Fosters and strengthens the growth of other vacant adjacent properties that are planned for commercial development. Provide additional jobs and economic opportunities.



LANDUSE

- LAKE ACTIVITY AREAS
- BP - BUSINESS PARK
- COM - COMMERCIAL
- GI - GENERAL INDUSTRIAL
- LAKE
- LOMU - LAKE ORIENTED MIXED USE
- MUR - MIXED USE RESIDENTIAL
- OS - OPEN SPACE
- PARK
- PF - PUBLIC FACILITY
- RMU - REGIONAL MIXED USE
- SP - SHORELINE PROTECTION
- SFR - SINGLE FAMILY RESIDENTIAL
- TC - TRANSIT CENTER

TRANSPORTATION

- ROUNDABOUTS
- GRADE-SEPARATED RR CROSSING
- TRAIL ACCESS
- FRONTRUNNER INTERMODAL HUB

TRAILS

- DEDICATED EXISTING
- DEDICATED FUTURE
- ON STREET EXISTING
- ON STREET FUTURE
- Power Lines
- RAILROAD
- VINEYARD CONNECTOR

ARTERIAL

- EXISTING
- FUTURE

COLLECTOR

- EXISTING
- FUTURE
- RECONSTRUCT

LOCAL

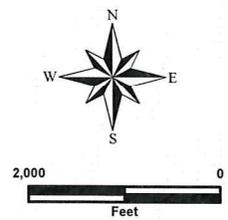
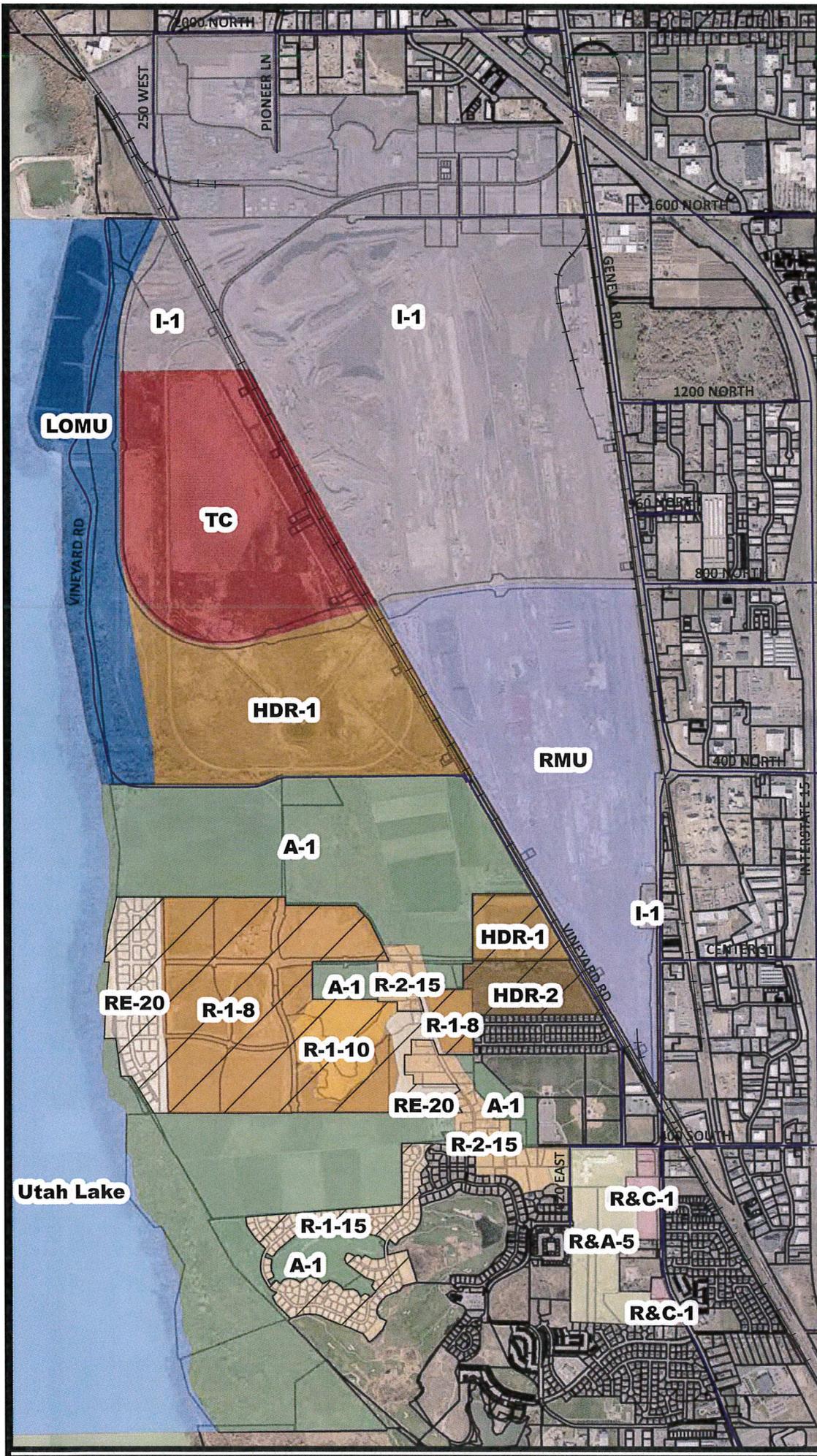
- EXISTING
- FUTURE

**TOWN OF VINEYARD
GENERAL PLAN**



ADOPTED 26 NOV 08





LEGEND

ZONES

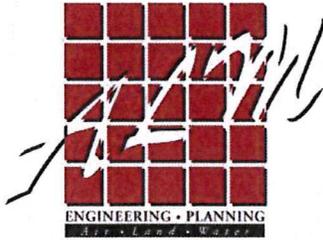
	A-1
	R&A-5
	RE-20
	R-1-15
	R-2-15
	R-1-10
	R-1-8
	HDR-1
	HDR-2
	I-1
	R&C-1
	RMU
	TC
	LOMU
	Utah Lake
	PD Overlay

TOWN OF VINEYARD

ZONING MAP



ADOPTED JUNE 2009



A.L.M. & Associates, Inc.
Engineering • Planning • Surveying • Development

2230 North University Parkway, Bldg. 6-d
Provo, Ut. 84604
(801) 374-6262
Fax (801) 374-0085

May 23, 2015

Project Name: 720 S Geneva Road Vineyard
Project No.: 845-1783

Etchebest Parcel - Site Boundary Description:

Commencing at a point located North $00^{\circ}30'38''$ West 481.67 feet and East 86.33 feet from the East Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $88^{\circ}42'18''$ West along the southerly deed line of Etchebest (Entry 89362 Year 2001) and existing fence line 264.89 feet to a point on an existing fence line; thence North $01^{\circ}43'56''$ East along an existing fence line 115.83 feet to a point on a boundary line agreement (Entry 16697 Year 1985); thence North $02^{\circ}36'03''$ East along said boundary line agreement 199.73 feet; thence South $89^{\circ}39'09''$ East along said boundary line agreement and along an existing curb 131.37 feet to the westerly right of way of Geneva Road (UDOT) and a right of way marker; thence along the westerly right of way Geneva Road a UDOT road the following three (3) calls: an arc of a 1250.00 foot radius curve to the left 297.05 feet (chord bears South $22^{\circ}11'13''$ East 296.35 feet), South $61^{\circ}54'05''$ West 8.15 feet, South $28^{\circ}05'55''$ East 34.32 feet to the point of beginning.

Area = 60,900.39 Square Feet / 1.40 Acres

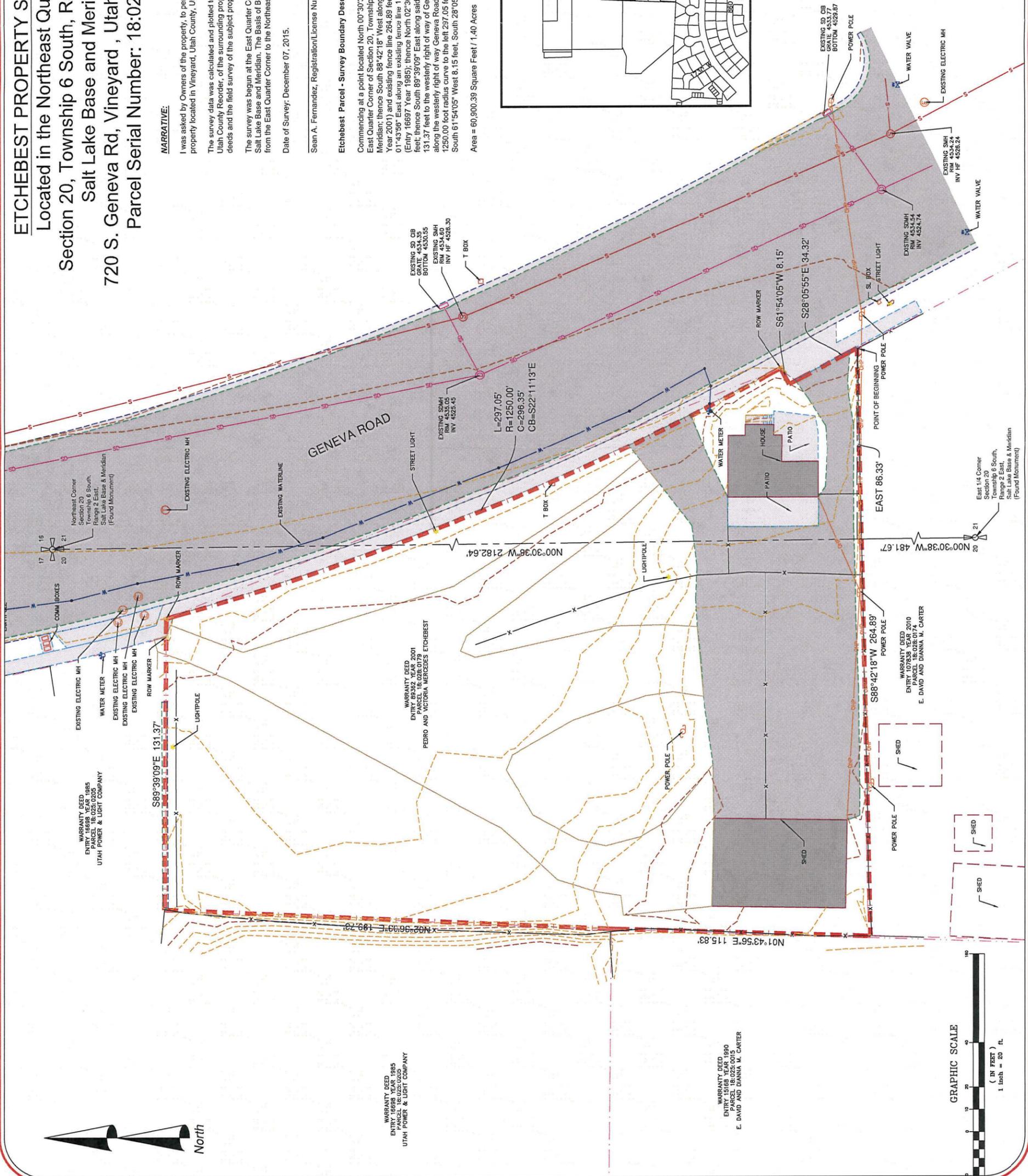
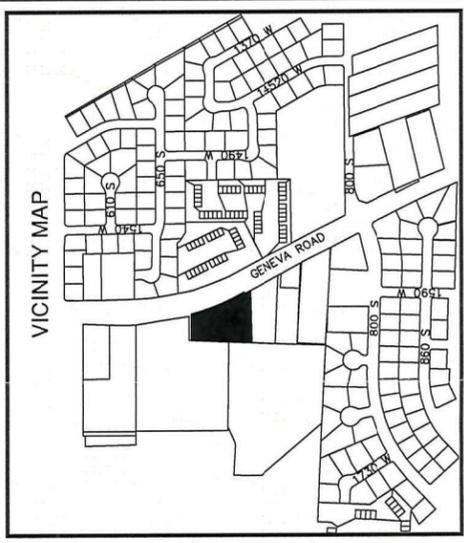
ETCHEBEST PROPERTY SURVEY
 Located in the Northeast Quarter of
 Section 20, Township 6 South, Range 2 East,
 Salt Lake Base and Meridian
 720 S. Geneva Rd, Vineyard, Utah County, Utah
 Parcel Serial Number: 18:028:0179

MARRATIVE:
 I was asked by Owners of the property, to perform a Boundary and Topographic Survey of the property located in Vineyard, Utah County, Utah, to meet a requirement for site development.
 The survey data was calculated and plotted together with the deeds and plats on record at the Utah County Recorder, of the surrounding properties to show any gaps or overlaps between the deeds and the field survey of the subject property.
 The survey was begun at the East Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian. The Basis of Bearing being North 00°30'38" West along the Section from the East Quarter Corner to the Northeast Corner of said Section.
 Date of Survey: December 07, 2015.

Sean A. Fernandez, Registration/License Number 312775

Etchebest Parcel - Survey Boundary Description:

Commencing at a point located North 00°30'38" West 481.67 feet and East 86.33 feet from the East Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°42'18" West along the southerly deed line of Etchebest (Entry 89362 Year 2001) and existing fence line 264.89 feet to a point on an existing fence line; thence North 01°43'38" East along an existing fence line 115.03 feet to a point on a boundary line agreement (Entry 16697 Year 1985); thence North 02°36'03" East along said boundary line agreement 195.73 feet; thence South 89°39'09" East along said boundary line agreement and along an existing curb 131.37 feet to the westerly right of way of Geneva Road (UDOT) and a right of way marker; thence along the westerly right of way Geneva Road a UDOT road the following three (3) calls: an arc of a 1250.00 foot radius curve to the left 297.05 feet (chord bears South 22°11'13" East 296.35 feet), South 61°54'05" West 8.15 feet, South 28°05'55" East 34.32 feet to the point of beginning.
 Area = 60,900.39 Square Feet / 1.40 Acres

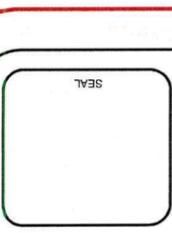
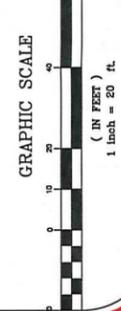


WARRANTY DEED
 ENTRY 15168 YEAR 1990
 PARCEL 18:025:0015
 E. DAVID AND DIANNA M. CARTER

WARRANTY DEED
 ENTRY 89362 YEAR 2001
 PARCEL 18:028:0179
 PEDRO AND VICTORIA MERCEDES ETCHEBEST

WARRANTY DEED
 ENTRY 16698 YEAR 1985
 PARCEL 18:025:0205
 UTAH POWER & LIGHT COMPANY

WARRANTY DEED
 ENTRY 10739 YEAR 2010
 PARCEL 18:028:0179
 E. DAVID AND DIANNA M. CARTER



A.L.M. & Associates, Inc.
 Engineering · Surveying · Development · Planning
 2230 North University Parkway, Building 6D, Provo, Utah 84604 ph: (801) 374-6262

720 S GENEVA ROAD
ETCHEBEST
SITE SURVEY

No.	Revision	Date

OF 1 SHEETS
 1
 Proj # 845-1783

UTAH COUNTY RECORDER'S OFFICE
 1100 WEST CENTER STREET, SUITE 200, PROVO, UTAH 84601
 (801) 733-7000
 www.utahcountyclerks.com

ORDINANCE NO. 2016-__

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF VINEYARD, UTAH, AMENDING THE TOWN OF VINEYARD ZONING DISTRICT MAP

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the Town of Vineyard Planning Commission (the "Commission") and the Council of the Town of Vineyard (the "City Council") were given in the time, form, substance and manner provided by Utah Code; and

WHEREAS, the Commission held a public hearing on this Ordinance on July 6, 2016; and

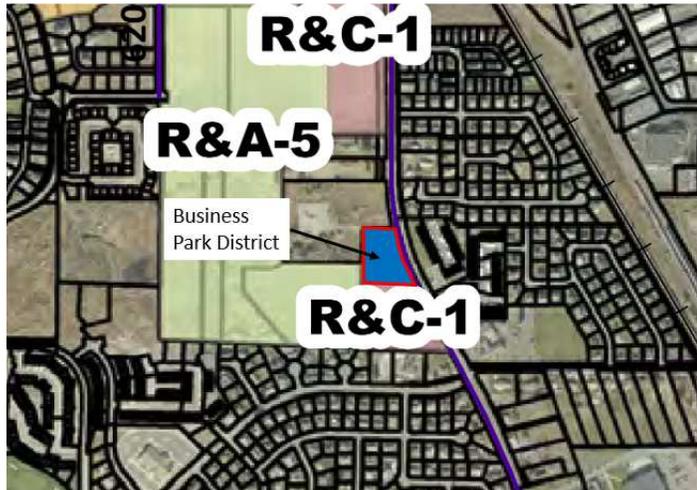
WHEREAS, on July 20, 2016 the Commission recommended to the Town Council that this Ordinance be approved; and

WHEREAS, the Town Council held a public hearing on this Ordinance on _____, 2016; and

WHEREAS, the Town Council found the proposed zoning district map amendment is in compliance with the Town's General Plan Land Use Map and in harmony with existing land uses of the neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF VINEYARD as follows:

SECTION 1. That the Town of Vineyard Zoning District Map is hereby amended as follows:



SECTION 2. That the Mayor, the City Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the Town of Vineyard, _____, 2016.

Randy Farnworth, Mayor

ATTEST:

Pam Spencer, Town Clerk



COMMUNITY DEVELOPMENT

MEETING DATE: July 27, 2016
FROM: Morgan Brim, Community Development Director
TO: Town Council
ITEM: Vineyard Park Place Zoning Map Amendment
LOCATION: 275 Holdaway Road
APPLICANT: Derek Whetten

Introduction:

The applicant has applied for a zoning map amendment to rezone a currently split-zoned 2.4-acre parcel from Agriculture (A-1) and Residential (R-2-15,000) to fully R-2-15,000. Currently, the eastern portion of the lot is zoned A-1 and the west is zoned R-2-15,000. The purpose of this application is to establish one contiguously zoned parcel to accommodate a six lot subdivision serviced by a cul-de-sac style street off Holdaway Road. The commission held a public hearing for this application on July 6th and recommended approval on July 20th.

Statutory Requirements:

The Town of Vineyard is authorized under Utah State Code, Municipal Land Use, Development, and Management Act (MLUDMA); section 10-9a-501 to enact a zoning map. The commission is required to review and provide a recommendation to the council concerning all zoning ordinance amendments, the adoption of a zoning map and any subsequent modifications. The council shall, following consideration of all pertinent information provided by the applicant, town staff, the public and commission, to approve, approve with modifications or deny rezoning requests.

Procedurally, section 507 of town code goes above the minimum requirements of MLUDMA by requiring the commission and council to vote in a separate meeting following the public hearing. In other words, following the public hearing of this application, the application will be required to come back to the council for a final decision in a future meeting as determined by the council.

General Plan Analysis:

The general plan is an advisory guide for land use decisions and its weight and impact is determined by ordinance (MLUDMA Sec 10-9a-405). Town code requires amendments to the zoning ordinance to be in compliance with general plan: *"No amendment to any Land Use Ordinances, Zoning Districts Maps, or other Official Maps may be recommended by the Commission, or approved by the Council, unless such amendment is found to be consistent with the General Plan (Chapter 5, Zoning Ordinance)."*

The general plan was originally adopted in 2004 to provide guidance for future development to accommodate growth through land use, transportation, capital facilities, open space, trails and moderate income residential planning. Staff has identified inconsistencies with this plan as it relates to land use and other plan elements. Town records indicate that the latest land use map was adopted in February of 2013. This map designates the subject property as single family residential.

The general plan establishes two planning districts: Southern Residential/Commercial District and North Side District. The subject property is located in the southern district off Holdaway Road. The southern district indicates residential development should contain a maximum density of 1.75 units per acre. The current proposal to rezone the western portion of the property to R-2-15,000 would allow for single family dwellings as a by-right use and two-family dwellings as a conditional use. The R-2-15,000 district requires a minimum lot size of 15,000 square feet per single family home and 12,500 square feet per unit for two-family dwellings. The maximum potential density of this application, accurately represented in the proposed preliminary plat, is 2.48 units per acre. This density is higher than delineated in the general plan but is consistent with development to the south of the subject property.

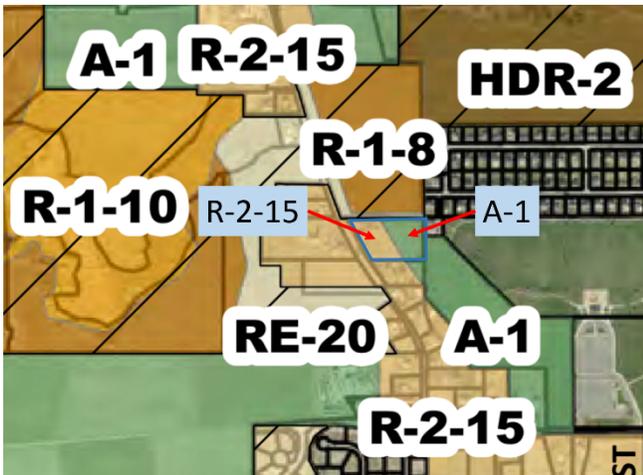
The “Residential” land use category is very general and as default would include all single family residential zoning districts. The plan does not designate, through the provision of specific land use categories, a clear delineation between residential densities. Therefore, it is staff’s finding that this application, on the whole, is consistent with the town’s general plan.

Characteristics and Location:

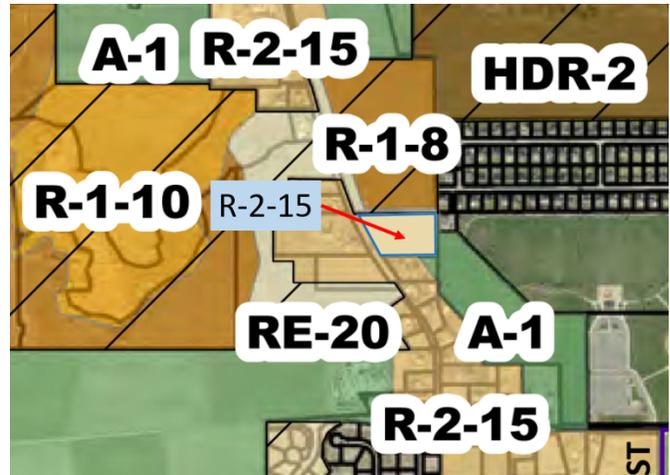
The surrounding neighborhood to the south and across Holdaway Road to the west consists of single family residential. The adjacent property to the north is vacant but programmed for townhome units. Holdaway Road does not contain sidewalks and development accessed from Holdaway Road, like the subject application, are exempt from sidewalk requirements. A trail is proposed on the north side of the property to provide a connection from the surrounding neighborhood to Lakeside Sports Park. Adjacent properties to the west and south are currently zoned R-2-15,000.

Proposed Zoning Maps:

Existing Zoning Map



Proposed Zoning Map



FINDINGS:

Staff finds that on the whole the proposed Vineyard Park Place zoning map amendment is in compliance with the general plan and consistent with surrounding land use patterns.

RECOMMENDATIONS:

- Staff recommends approval of the Vineyard Park Place Zoning Map Amendment request.

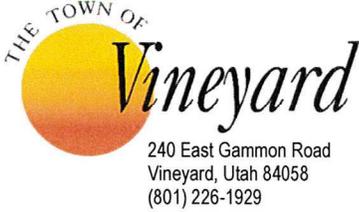
- The commission recommended approval of the Vineyard Park Place Rezone finding that on the whole the request is in compliance with the general plan.

PROPOSED MOTION:

“I move to close the public hearing for the Vineyard Park Place Zoning Map Amendment and schedule the application for further consideration by the town council on (Council to insert meeting date).”

ATTACHMENTS:

- Application
- Ordinance



LAND USE ORDINANCE & ZONING DISTRICT AMENDMENT

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: _____
 APPLICANT(S): Michael & Natalie Holdaway
 ADDRESS OF APPLICANT: 2451 N. 1100 E Lehi UT 84043

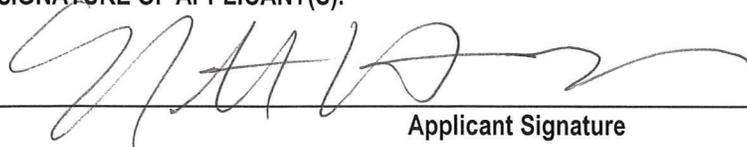
BUSINESS PHONE #: 801-427-8904 CELL PHONE #: 801-427-8904
 EMAIL ADDRESS: extremeflava@msn.com FAX NUMBER: _____

CURRENT ZONING DISTRICT DESIGNATION: A-1
ZONE
 NUMBER OF PROPOSED NEW LOTS: R-2-15
 LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 275 S. Holdaway Road

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 2.41
 NAME OF PROPERTY OWNER(S): Michael & Natalie Holdaway

CHECK APPLICABLE PERMIT ATTACHMENT:

CONDITIONAL USE PERMIT	FINAL PLAT
GENERAL MAP/PLAT AMENDMENT	LAND DISTURBANCE PERMIT
MINOR PLAT AMENDMENT	PERMITTED USE SITE PLAN
PRELIMINARY SUBDIVISION	ROAD CUT PERMIT
TEMPORARY USE PERMIT	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):
 Applicant Signature 4, 29, 2016
Date
 Co-Applicant Signature 4, 29, 2016
Date

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
COUNTY OF UTAH}

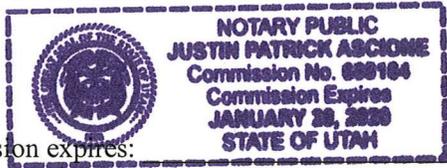
I, Michael Holdaway Natalie Holdaway, the undersigned and owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge. I also acknowledge I have received written instructions regarding the process for which I am applying, and the Vineyard Planning Staff have indicated they are available to assist me in making this application.

[Signature]

(Property Owner)
[Signature]

(Property Owner)

Subscribed and sworn before me, JUSTIN ASCIONE, a Notary Public, on this 29TH day of APRIL, 20 16.



My commission expires:

[Signature]

(Notary Public)

AGENT AUTHORIZATION AFFIDAVIT

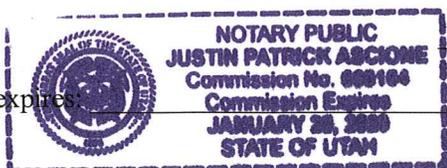
I, Michael Holdaway Natalie Holdaway, the undersigned and owner(s) of the real property described in the attached application, do authorize _____, as agent(s) and designated representative(s) regarding the attached application, to appear on my behalf before any administrative or legislative body in the Town of Vineyard considering this application, and to act in all respects as agent(s) in matters pertaining to the attached application.

[Signature]

(Property Owner)
[Signature]

(Property Owner)

Dated this 29TH day of APRIL, 20 16, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.



My commission expires:

[Signature]

(Notary Public)

PARKSIDE PLACE SUBDIVISION

PRELIMINARY PLAT

VINEYARD, UTAH

-INDEX OF PLAN SHEETS-

SHEET	DESCRIPTION
1	COVER SHEET & NOTES
1-3	PRELIMINARY PLAT
2-3	PRELIMINARY GRADING
3-3	DETAILS

GENERAL

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE LONDON CITY PUBLIC WORKS DEPARTMENT.
2. A PRE CONSTRUCTION CONFERENCE WILL BE HELD A MINIMUM OF 3 WORKING DAYS PRIOR TO START OF WORK. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS, LONDON CITY PUBLIC WORKS AND CITY'S ENGINEER SHOULD BE PRESENT.
3. ALL LOT DIMENSIONS, EASEMENTS AND CERTAIN OFF SITE EASEMENTS ARE TO BE TAKEN FROM THE SITE PLAN OF TRI CITY MEDICAL CENTER.
4. ALL CONSTRUCTION STAKES MUST BE REQUESTED A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO PLANNED USE.
5. CERTAIN CONTROL POINTS WILL BE SET BY THE ENGINEER, OR HIS REPRESENTATIVE, WHICH ARE CRITICAL TO THE CONSTRUCTION STAKING OF THE PROJECT. THESE POINTS WILL BE DESIGNATED AT THE TIME THEY ARE SET, AND THE CONTRACTOR SO NOTIFIED. DESTRUCTION OF THESE POINTS BY THE CONTRACTOR SHALL BE AT HIS OWN RISK. CONTRACTORS SHALL BE GROUNDS FOR CHARGING THE CONTRACTOR FOR REESTABLISHING SAID POINTS.

ROADWAY/STORM DRAIN

1. ALL ROADWAY CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF LONDON CITY'S TECHNICAL SPECIFICATIONS OR AS APPROVED IN THE PLANS HEREIN.
2. WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
3. STORM DRAIN PIPES MUST BE RCP CLASS III. PIPES SHALL BE INSTALLED ACCORDING TO PERTINENT LONDON CITY STANDARDS.

SEWER

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST LONDON CITY DESIGN STANDARDS & PUBLIC IMPROVEMENT SPECIFICATIONS DRAWINGS OF LONDON CITY.
2. FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION WILL BE BY LONDON CITY.
3. UPON THE COMPLETION OF WORK, THE CONTRACTOR SHALL SUBMIT 3 SETS OF RECORD DRAWINGS TO LONDON CITY & (1) SET TO NORTHERN ENGINEERING, INC.
4. HORIZONTAL AND VERTICAL SEPARATION OF CULINARY WATER AND SEWER SHALL BE IN COMPLIANCE WITH LONDON CITY STANDARDS.

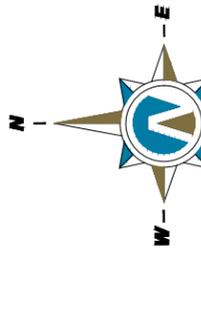
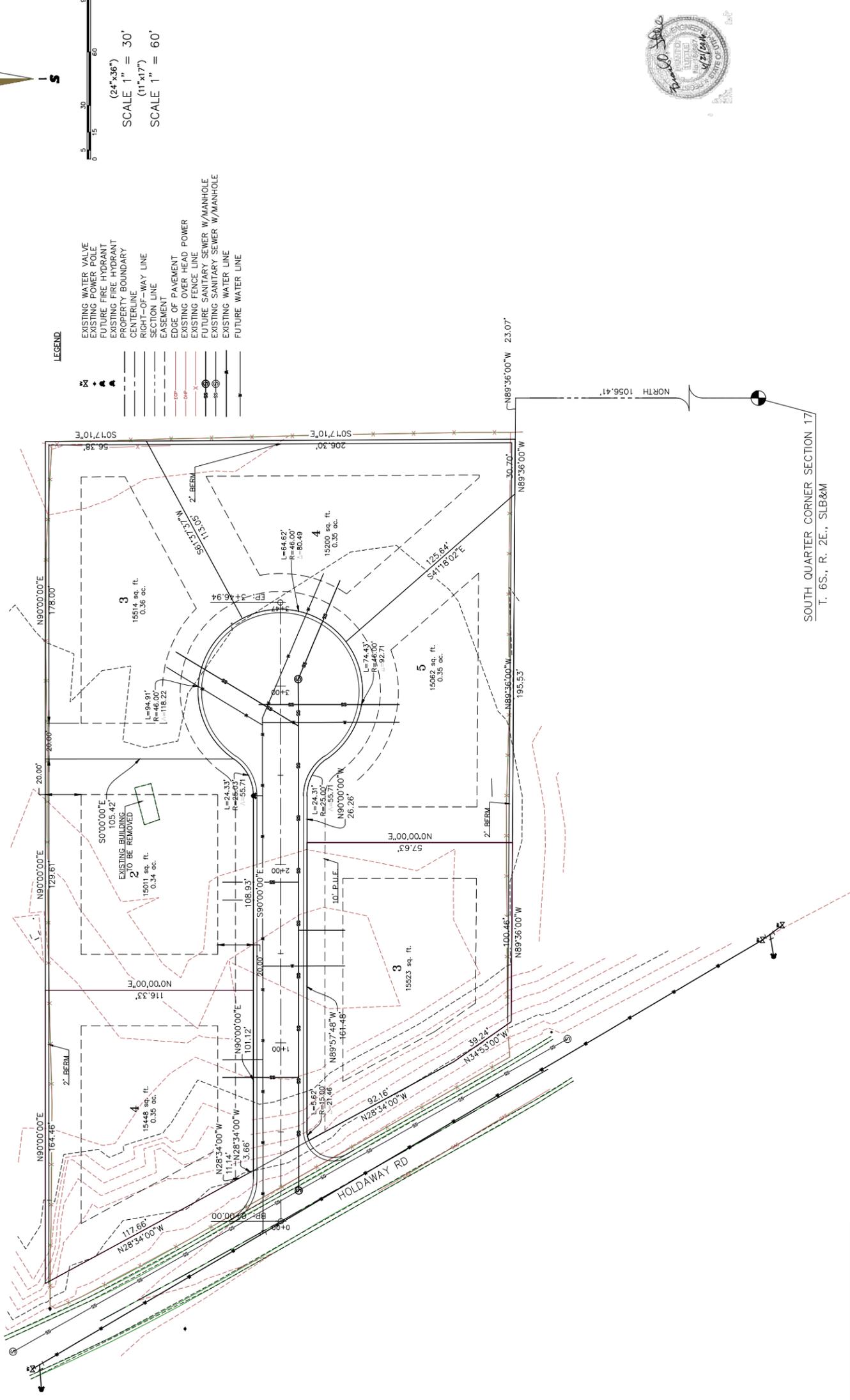
WATER

1. THE WATER SYSTEM SHALL BE CONSTRUCTED TO CONFORM WITH THE STANDARDS SET FORTH IN THE LONDON CITY DESIGN STANDARDS & PUBLIC IMPROVEMENT SPECIFICATIONS AND DRAWINGS.
2. CONTRACTOR SHALL NOTIFY NORTHERN ENGINEERING, INC. THREE (3) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS AND SHALL ALSO REQUEST LONDON CITY ENGINEERING DEPARTMENT INSPECTION OF WATER LINES AND APPURTENANCES TWENTY-FOUR (24) HOURS IN ADVANCE OF BACKFILLING.
3. CONTRACTOR TO FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ASSURE THAT SAID LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL WETER LID ELEVATIONS TO MATCH AN EXTENSION OF THE SIDEWALK GRADE.
4. UPON THE COMPLETION OF WORK, THE CONTRACTOR SHALL SUBMIT 3 SETS OF RECORD DRAWINGS TO LONDON CITY & (1) SET TO NORTHERN ENGINEERING, INC.
5. WATER VALVE LIDS ARE TO BE LABELED "WATER" FOR CULINARY VALVES.
6. HORIZONTAL AND VERTICAL SEPARATION OF CULINARY WATER AND SEWER SHALL BE IN COMPLIANCE WITH LONDON CITY STANDARDS.
7. WATERLINES TO BE BEDDED IN GRANULAR MATERIAL, A MIN. OF 8" COVER OVER TOPS OF PIPE IS REQUIRED TO AVOID PENETRATION OF SUB BASE FROM ABOVE. THE OVERALL COVER OF THE CULINARY PIPE NEEDS TO BE NO LESS THAN 4 FEET.
8. ALL CULINARY WATERLINES SHALL BE POLY WRAPPED DUCTILE IRON.



PARKSIDE PLACE
PRELIMINARY PLAT
LOCATED IN SECTION 17
T.6S., R.2E., S.L.B.&M.

BOUNDARY DESCRIPTION
A PARCEL OF LAND LOCATED IN THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 17,
THENCE NORTH A DISTANCE OF 1056.41 FEET; THENCE N 89°36'00"W, A DISTANCE OF 23.07 FEET TO
THE REAL POINT OF BEGINNING.
THENCE N 89°36'00"W, A DISTANCE OF 326.70 FEET; THENCE N 34°53'00"W, A DISTANCE OF 39.24 FEET;
THENCE N 28°34'00"W, A DISTANCE OF 2598.84 FEET; THENCE EAST A DISTANCE OF 472.07 FEET;
THENCE S 00°17'10"E, A DISTANCE OF 262.68 FEET TO THE REAL POINT OF BEGINNING.
2.41 acres OF LAND MORE OR LESS.



LEGEND

- EXISTING WATER VALVE
- EXISTING POWER POLE
- FUTURE FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- EDGE OF PAVEMENT
- EXISTING OVER HEAD POWER
- EXISTING FENCE LINE
- FUTURE SANITARY SEWER W/MANHOLE
- EXISTING SANITARY SEWER W/MANHOLE
- EXISTING WATER LINE
- FUTURE WATER LINE

SCALE 1" = 30'
(24"x36")
SCALE 1" = 60'
(11"x17")

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD MAYOR

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD PLANNING COMMISSION CHAIR

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD ENGINEER

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD TOWN PLANNER

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD ATTORNEY

APPROVED AS TO FORM
THIS _____ DAY OF _____, A.D. 20____
APPROVED _____
TOWN OF VINEYARD FIRE MARSHALL

NOTES:
1. GENERAL GRADING OF ALL LOTS TO SLOPE TO THE WEST FOLLOWING NATURAL GROUND SLOPE.
2. ALL BUILDING SETBACKS TO BE AS PER TOWN OF VINEYARD ZONING ORDINANCE.
DEVELOPER:
DEREK WHETTEN
VINEYARD, UTAH
801-358-6362



THESE DRAWINGS OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

NO.	REVISIONS	BY	DATE	REV. COSO FILE
5				
4				
3				
2				
1				

DESIGNED BY: _____ DATE: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED: _____ DATE: _____
COSO FILE: _____ DATE: _____
REV. COSO FILE: _____ DATE: _____

NO. 13-16-025-00 WHETTEN 6 LOT SUB/CAD DESIGN BASE 6-17-16.DWG 6/21/2016 4:41 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT



1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

PARKSIDE PLACE
SUBDIVISION

PRELIMINARY SUBDIVISION PLAT
VINEYARD, UTAH

JOB NO. 16-025
SHEET NO. 1-3

ENGINEER:
NORTHERN ENGINEERING INC.
BRANT D. TUTTLE
NO. 164687

SOUTH QUARTER CORNER SECTION 17
T. 6S., R. 2E., SLB&M

ORDINANCE NO. 2016-__

AN ORDINANCE OF THE COUNCIL OF THE TOWN OF VINEYARD, UTAH, AMENDING THE TOWN OF VINEYARD ZONING DISTRICT MAP

WHEREAS, all due and proper notices of public hearings on this Ordinance held before the Town of Vineyard Planning Commission (the "Commission") and the Council of the Town of Vineyard (the "City Council") were given in the time, form, substance and manner provided by Utah Code; and

WHEREAS, the Commission held a public hearing on this Ordinance on July 6, 2016; and

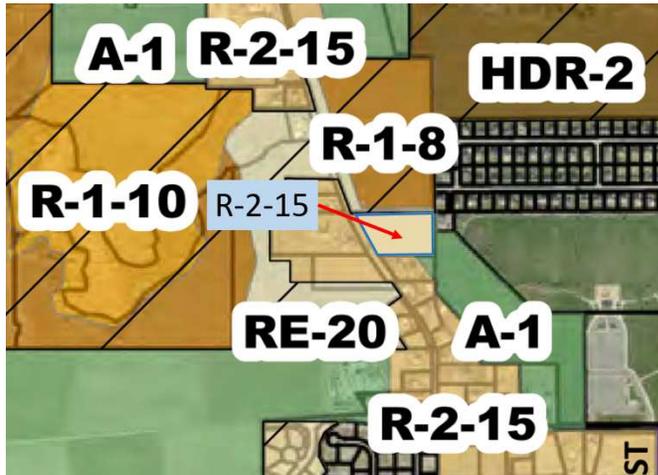
WHEREAS, on July 20, 2016 the Commission recommended to the Town Council that this Ordinance be approved; and

WHEREAS, the Town Council held a public hearing on this Ordinance on _____, 2016; and

WHEREAS, the Town Council found the proposed zoning district map amendment is in compliance with the Town's General Plan Land Use Map and in harmony with existing land uses of the neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF VINEYARD as follows:

SECTION 1. That the Town of Vineyard Zoning District Map is hereby amended as follows:



SECTION 2. That the Mayor, the City Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose of this Ordinance.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Council of the Town of Vineyard, _____, 2016.

Randy Farnworth, Mayor

ATTEST:

Pam Spencer, Town Clerk

1 **Town of Vineyard Planning Commission**

2 **Bylaws**

3 Adopted: *(Insert date of Town Council approval)*

4 **ARTICLE 1:**

5 **Purpose:**

6 These policies and procedures, as amended, are designed and adopted for the purpose of providing
7 guidance and direction to members of the Town of Vineyard Planning Commission in performing their
8 duties.

9 **Name:**

10 The Planning Commission shall be known as the Town of Vineyard Planning Commission, hereinafter
11 referred to as the "Commission".

12 **Planning Commission Powers and Duties:**

13 The Commission shall make recommendations (and make decisions within delegated authorities) to the
14 Mayor and Town Council for:

- 15 A. A General Plan and amendments to the General Plan;
- 16 B. Land use ordinances, zoning maps, plats, official maps, and amendments;
- 17 C. Conditional uses, commercial and residential site plans and subdivisions; and
- 18 D. Other similar procedures, documents, processes.

19 **ARTICLE 2:**

20 **Membership, Appointment, Compensation, and Attendance**

- 21 A. Membership: The Commission shall be comprised of five (5) members and 1-3 alternate members.
22 These members are appointed by the Mayor with the advice and consent of the Town Council from
23 among residents of Vineyard. These members serve at "the pleasure" of the Mayor. Each member
24 has full voting rights regarding matters brought before the Commission for recommendation and/or
25 decision. Alternate members temporarily fill in for a member when the member is not in
26 attendance. Alternate members only exercise their right to vote when acting in the place of a
27 member
- 28 B. Appointment: Members of the Commission shall serve for a term of four years, or until their
29 successor is appointed. Members may serve a maximum of two consecutive terms. Alternate

30 members shall serve no more than two consecutive terms, however, an alternate member who
31 subsequently becomes a member shall not be prevented from serving two consecutive terms in that
32 newly appointed capacity. Vacancies shall be filled for the remainder of any unexpired term. Being
33 appointed to an unexpired term shall not be counted towards the maximum number of years or
34 terms.

35 C. Compensation: Members of the Commission, including alternates, shall serve without compensation
36 except for reimbursement for duly approved and authorized expenses and/or per diem for each
37 meeting attended.

38 D. Attendance: Members shall attend all meetings except in such circumstances such as illness,
39 vacations, work-related travel, and other approved absences. The Chair may excuse a member for
40 up to three regular Commission meetings. If a member is absent more than three consecutive times
41 and has failed to notify the Commission Chair in advance, to obtain approval for said absences, such
42 absences may be considered non-performance of duty and can place the member subject to being
43 removed and replaced, upon recommendation of the Chair to the Mayor.

44 **ARTICLE 3:**

45 **Meetings:**

46 A. Regularly scheduled Commission meetings will be held on the first and third Wednesdays of each
47 month (unless such date is a recognized holiday), and will regularly be convened at the Vineyard
48 Town Hall, unless otherwise designated, in advance, by the Commission Chair. A meeting so
49 convened, may be reconvened (moved) by the Commission to another place for the purpose of
50 accommodating more attendees, investigating some particular matter of business at a specific site,
51 etc.

52 B. In order to conduct official business a quorum of members needs to be present. A quorum is
53 considered to be at least half of the members and/or alternate members present. A quorum is
54 necessary to vote, make decisions and or recommendations and other transactions assigned to the
55 Commission. If, on occasion, a member recuses him/herself from a matter under consideration, and
56 the result is a number of members less than a majority, a quorum shall be deemed to exist.
57 Members may participate and be counted as present by electronic means.

58 C. Regular Meetings: A regular meeting is a scheduled meeting in which the normal business of the
59 Commission is conducted. A regular meeting is open to the public, proceedings are recorded and
60 minutes are taken.

61 1. Workshops: A workshop is a meeting where the Commission can discuss various or specific
62 issues and/or conduct training, but where no decisions/recommendations shall be made
63 regarding any item or issue. The workshop meeting is open to the public, however no public
64 comments are taken. Proceedings shall be recorded and minutes shall be taken.

65 2. Special Meetings: A special meeting is a meeting where business of the Commission is
66 conducted outside the regular meeting time/schedule. Notice is given to each Commission
67 member and alternate at least 24 hours prior to such meeting. Special meetings are open to
68 the public, proceedings shall be recorded and minutes shall be taken.

- 69 3. Closed Meetings: Closed Commission meetings may be held as part of a regular meeting or
70 as part of a special meeting to discuss matters of a confidential nature. The Commission
71 must have a roll call vote to enter into and out of a closed meeting. The closed meeting is
72 not open to the public. Proceedings of this meeting are recorded and must strictly comply
73 with the Utah Code Title 52, Chapter 4, Sections 204-206.
- 74 4. Field Trips: When site inspections/visits are deemed advisable, field trips may be held at a
75 convenient time determined by the majority of the Commission. The time/dates of the field
76 trip shall be posted. Only Commission Members (and/or alternates) and pertinent staff shall
77 be allowed to visit the specific site in question. The public shall be allowed at the general
78 sites of the field trip but are encouraged to present their case at the Commission meeting,
79 not during the field trip. Field trips are for the purpose of gathering information, not for
80 making decisions or for addressing specific issues of public concern.

81 **ARTICLE 4:**

82 **Organization and Officers:**

- 83 A. Chair, Vice Chair and Chair Pro-Temp: The Commission, at its first regularly scheduled meeting in
84 January of each year, shall elect a Chair and Vice Chair. The Chair shall preside at all meetings of the
85 Commission and shall provide general Commission guidance, order and direction. The Chair will also
86 be recognized as the head of the Commission for all administrative and ceremonial purposes and as
87 such will interface with the Mayor and Town Council to conduct the business of the Commission. It
88 is the duty of the Chair to enforce observance of the rules of procedure, to decide all questions of
89 order, to offer for consideration all motions properly made, to assign specific duties to the members
90 of the Commission, to call all special meetings, to appoint all necessary committees and perform
91 such other duties as the office may require. Under normal circumstances, the Chair will make no
92 motion or amendment to a motion. No member shall serve as Chair for more than two consecutive
93 years. In the absence of the Chair, the Vice Chair shall preside over the meeting and assume all of
94 the regularly assigned duties of the Chair. In a case where the Chair becomes unable to continue in
95 the role as Chair, the Vice Chair shall succeed to the office of Chair for the remainder of the current
96 term. In the case that the Vice Chair becomes no longer a member of the Commission or succeeds to
97 the office of Chair, a special election shall be held at the next regularly scheduled Commission
98 meeting to fill that vacancy. In the absence of the Chair and Vice Chair, prior to the meeting, the
99 Chair shall appoint a member of the Commission to serve as Chair Pro-Temp. If a Chair Pro-Temp has
100 not been appointed prior to the meeting, a Member, by a majority vote of the Commission
101 Members present shall be appointed to serve as Chair Pro-Temp. The Chair Pro-temp shall perform
102 all the duties of the Chair for that particular meeting only.
- 103 B. Secretary: The Commission will have a staff secretary, who as part of his/her other Town Staff duties
104 will notify Commission members, alternates and the public of all scheduled meetings; attend all
105 Commission meetings; prepare all correspondence of the Commission; record the proceedings of all
106 hearings and meetings; prepare the minutes of the Commission; assure all documents of the
107 Commission are ready for signature; and perform other duties as specified by the Commission.

- 108 C. Town Planner: The Town Planner shall advise the Planning Commission regarding planning,
109 regulations of development, development and re-development. He/She shall also prepare all
110 documents for presentation to the Planning Commission, with observations, options and
111 recommendations. The Planner will assist the Planning Commission Chair and/or Vice-Chair in the
112 exercise of their duties. The Planner will prepare an agenda for each of the regularly scheduled
113 Commission meetings. The agenda and all required materials will be posted on the Town of
114 Vineyard website and made available to the Commission members with adequate time for review.
115 Duties performed by the Planner may performed by his/her designee.
116 D. Legal Counsel: The Town Attorney or his/her designee shall provide applicable legal counsel for the
117 Planning Commission and its committees.

118 **ARTICLE 5:**

119 **Committees:**

120 As necessary the Chair, with the concurrence of the majority of the Commission, may organize
121 special committees for a particular purpose or when an issue at hand is seen to be so complex and
122 time consuming that it cannot be reasonably handled at a Commission meeting. These special
123 committees shall consist of at least one, but not more than two Commission members, appointed by
124 the Chairperson and may include members from the public at-large, but in no case shall include a
125 majority of sitting Commission members. All committees so formed are considered temporary in
126 nature and serve at the will of the Commission.

127 **ARTICLE 6:**

128 **Conflict of Interest:**

- 129 A. No member of the Commission shall actively participate in any aspect of the decision-making
130 process or discuss any case in which he/she, or anyone closely associated with him/her, may have a
131 perceived or real financial or personal interest in any action brought before the Commission. A
132 Commission Member must declare a potential/real conflict of interest regarding any specific agenda
133 item. After a conflict of interest is determined, a Commission Member may not participate in the
134 discussion and/or vote on any matter where it is perceived or real that a conflict exists. Commission
135 members must comply with the provisions of the Municipal Officers and Employees Ethics Act –
136 Utah Code 10-3-1301 et.seq.

137 **ARTICLE 8:**

138 **Rules of Order, Procedures and Meeting Conduct:**

- 139 A. Rules of order not specified by statute, ordinance or resolution shall be governed by Robert's Rules
140 of Order. The Town Planner shall serve as parliamentarian, and as such shall advise the Commission

- 141 Chair as to correct rules of procedure or questions of specific rule application. The Chair shall decide
142 all points of procedure and order, unless otherwise directed by the majority of the Commission
143 members in attendance.
- 144 B. Any member of the Commission shall have the right to express dissent from, or protest against any
145 recommendation, resolution or decision of the Commission and have the reason therefore entered
146 into the minutes.
- 147 C. During all meetings and hearings, persons providing testimony or comment shall proceed without
148 interruption. All comments, arguments and pleadings shall be addressed to the Chair. There shall be
149 no debate or argument between individual citizens. The Chair shall maintain order and decorum.
150 The Chair may determine a specific time limit of speakers at the beginning of any public meeting.
- 151 D. Upon review of the public record on a request and due deliberation by members of the Commission,
152 any member of the Commission, except the Chair, may make a motion and/or second a motion.
153 Motions should state findings at the beginning of the motion followed by the recommendation to
154 the appropriate body, and should conclude with any conditions of approval. The motion may simply
155 refer to the staff report for the detail of the findings. Each motion of the Commission must be
156 seconded, except for motions to amend a motion and motions to adjourn the Commission meeting.
157 If there is no second to a motion it will be considered dead without further action. After a motion is
158 made it may be withdrawn by the author of the motion prior to the vote. When a motion is pending
159 before the Commission, any member may suggest an amendment to the motion without a second,
160 at any time prior to the Chair putting the motion to a vote. The amendment must be accepted by
161 the author of the original motion and the second of the motion in order for it to move forward to
162 amend the stated motion.
- 163 E. Notice of action taken or decision made by the Commission shall be given by the Commission Chair
164 and/or Town Planner to the applicant, petitioner or any party making a written request for such
165 action.
- 166 F. Any and all materials submitted to the Commission for consideration or regarding a request for
167 action shall become property of the Town and be entered into the public record. All notices,
168 agendas, requests, agency or consultant letters or reports, staff reports, minutes of meetings, and
169 resolutions or record shall constitute the documents of the Commission and shall be indexed as
170 public record.
- 171 G. The specific conduct of Hearings and Public Comment meetings is contained in Attachments one (1)
172 and two (2).

173 **ARTICLE 9:**

174 **Amendments to the By-Laws:**

175 These bylaws may be periodically amended by a majority vote of the Commission except where such
176 amendment would be contrary to the requirements of State Law or Town Ordinance. An amendment
177 may be proposed at any meeting of the Commission. Commission members shall receive a copy of the
178 proposed or amended by-laws not less than five (5) working days prior to the meeting at which said
179 proposed changes shall be heard. Recommended amendments shall be forwarded to the Town Council

180 for final approval. There shall be an annual review of these bylaws, typically during January each year. A
181 legend of all amendments proposed/adopted shall be kept as an attachment to the bylaws indicating
182 the specific amendment proposed, the date of said action and the action(s) taken.

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Attachment 1

Hearing Procedures:

- A. The Chair is responsible for opening and closing all hearings and comment periods. All persons wishing to make public comment must be recognized by the Chair. The Chair will stipulate the amount of time allocated for each person permitted to speak.
- B. Each person recognized by the Chair to speak will first state his/her name, street of residence and then present his/her remarks. They may also leave a copy of written remarks to be entered in the public record. Public comments will be limited to those listed as agenda items.
- C. General Order of Business:
 - 1. The Chair shall introduce the item/topic for consideration,
 - 2. The applicant or petitioner shall outline the nature of the request and present supporting evidence. Commission members may ask questions of the applicant or staff for clarification,
 - 3. Staff shall give the Commission a brief presentation and explanation of relevant details related to the item, and make recommendations including unique or important aspects requiring particular attention by the Commission. Commission members may ask clarifying questions,
 - 4. The Chair shall open the public comment portion of the hearing and briefly outline how the meeting will be conducted, including time limits for presenters,
 - 5. After presenters have been heard (or allotted time expired), the Chair will close the public comment portion of the hearing,
 - 6. The Chair will allow the applicant or petitioner to address issues or topics raised during the public comment portion,
 - 7. The Chair will invite Commission members to discuss the matter and ask questions of the applicant or petitioner and/or staff and have an open discussion among themselves,
 - 8. The Chair, unless the item is continued to a future meeting date, shall call for a motion to close the public hearing. The motion shall be seconded and voted upon by the Commission,
 - 9. Decision: The Chair will call for a motion, second and vote by the Commission on the application or petition. If the vote is positive, the request is approved and then, if required by code, submitted to the Town Council for final consideration. If substantial public comment was received and there is a need for further study on the part of the Commission, the Chair may receive a motion to continue the item to allow the Commission more time to further review the public comment.
 - 10. Final action is announced by the Commission Chair.

238 **Public Meeting and Public Hearing Etiquette:**

- 239 A. All public meetings are recorded. All attendees will be asked to silence all of their electronic devices
240 as a condition of attendance.
- 241 B. Those wishing to address the Commission must sign in beforehand, giving their name, street of
242 residence and if applicable the specific agenda item they wish to address. Anyone who fails to sign
243 in shall not be permitted to address the Commission until all those who did sign in have been given
244 the opportunity to be heard. The Chair may establish specific comment time limits (such as from
245 two to three (2-3) minutes for individual participants and from three to five (3-5) minutes for those
246 representing groups or neighborhoods) to facilitate the hearing, give all an equal opportunity to be
247 heard and otherwise control the hearing. The Chair may add additional procedures on a case-by-
248 case basis.
- 249 C. All participants must be recognized by the Chair, will stand (if able), present themselves at a central
250 location (podium or microphone). Accommodation will be made for those not able to stand or
251 present themselves at the podium.
- 252 D. Those addressing the Commission will give their name and street of residence.
- 253 E. Comments will be addressed to the Commission. No disruptions or comments from the audience
254 will be permitted or tolerated. Conversations and dialogue among or between audience members
255 will not be permitted during the comment period as the recording is very sensitive and picks up
256 sidebar conversations, complicating the recording for the public record.
- 257 F. There should be no verbal approval or dissatisfaction expressed from the audience regarding the
258 ongoing comment(s), i.e., applauding, booing, etc., thereby allowing comments to stand on their
259 own merits.
- 260 G. If an individual fails to follow the above rules (or others as stipulated) after being warned once, the
261 Commission may bar that individual from further participation during that meeting. Those
262 participants or attendees not conforming to the above guidelines will be determined to be “out of
263 order” and may be asked to leave the hearing.
- 264 H. Exhibits (photos, petitions, studies, etc.) given to Commission become the property of the Town and
265 incorporated into the public record.
- 266 I. At the discretion of the Chair, the Chair may appoint a meeting facilitator and time keeper (who will
267 normally be members of the Commission or staff) to help manage the meeting.

Public Safety Building Change Order Costs

Basement	\$62,864.29
Upstairs	<u>\$18,125.71</u>
Total	\$80,990.00

SYMBOL	TYPE	DESCRIPTION
	A	5/8" GYP BD PAINTED FINISH
	B	HARDI SOFFIT PLANKS, SMOOTH FINISH
	C	EXPOSED TO METAL DECK
	D	ACT- 2X4 ACOUSTICAL CEILING TILE

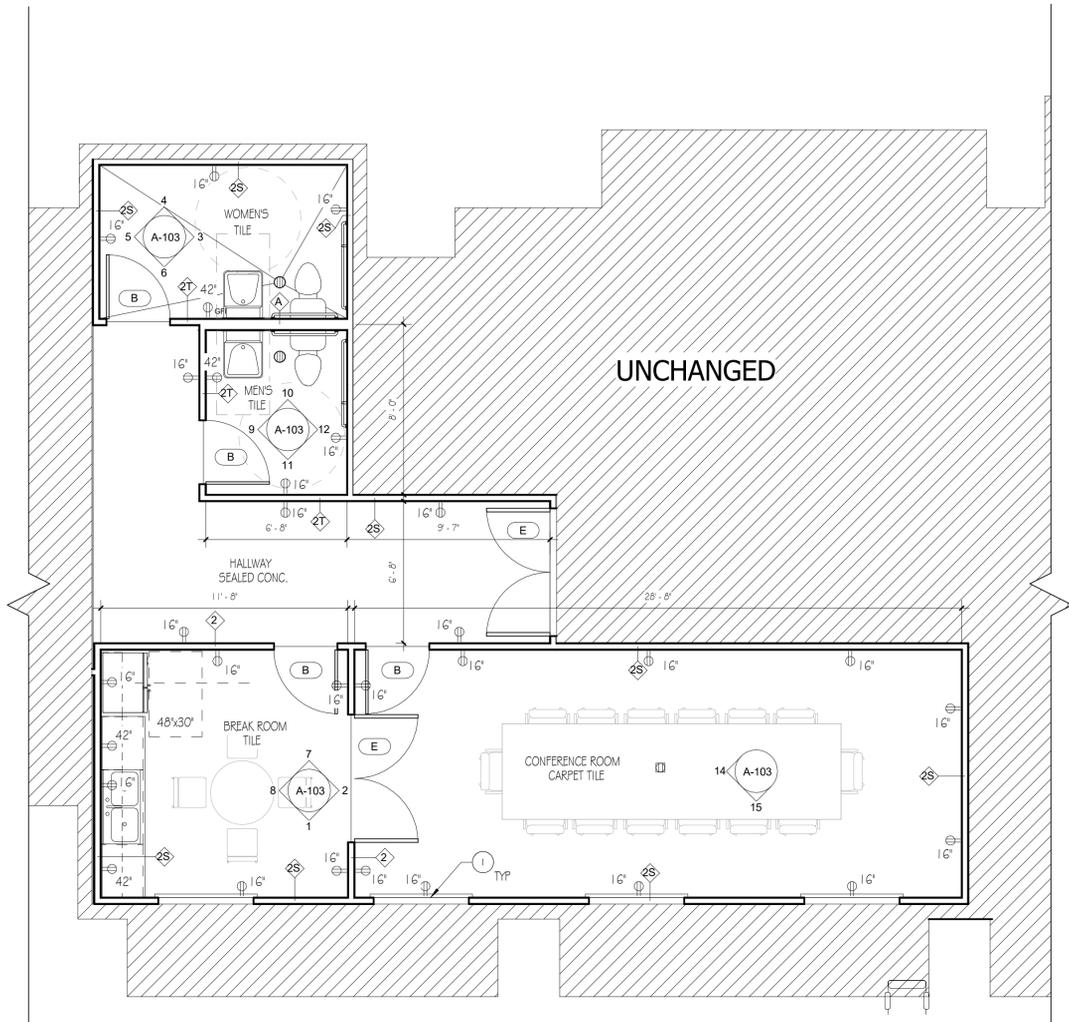
KEYED NOTES:

① SOLID SURFACE WINDOW SILLS.

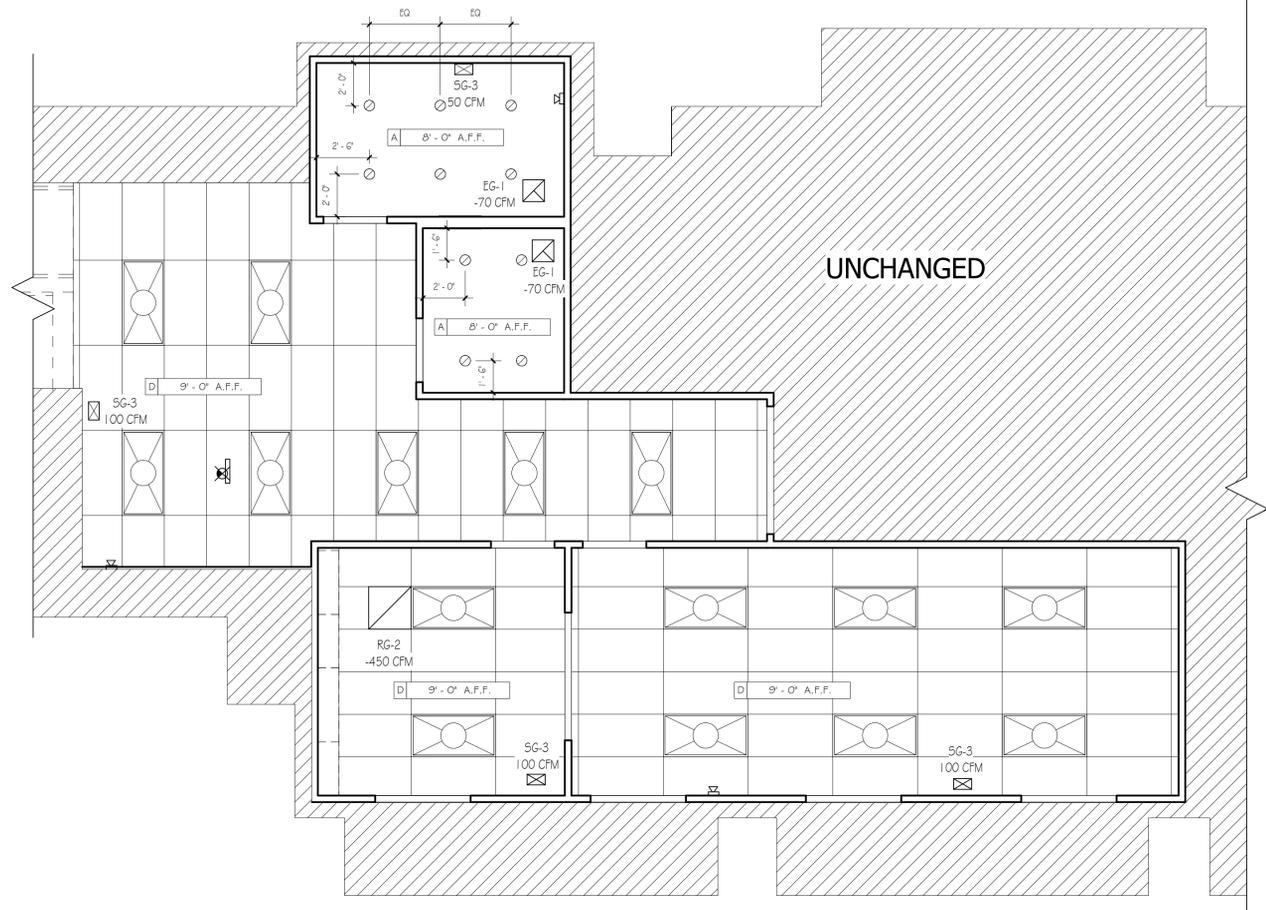
RFP GENERAL NOTES

1. DIMENSIONS ARE APPROX. AND FOR REFERENCE ONLY. CONTRACTOR TO VERIFY.

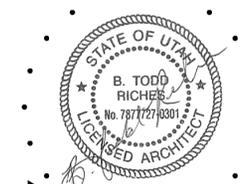
2. UTILITY LOCATIONS SHOWN ARE APPROX. CONTRACTOR TO VERIFY.



① BASEMENT FLOOR
1/4" = 1'-0"
PROJECT NORTH



② BASEMENT FLOOR RCP
1/4" = 1'-0"
PROJECT NORTH



**VINEYARD PUBLIC SAFETY
BUILDING**
240 EAST GAMMON ROAD
VINEYARD, UT. 84058
VINEYARD

1201 MARINWOOD AVE
TAYLORSVILLE
UTAH 84123
TEL 801.205.4928



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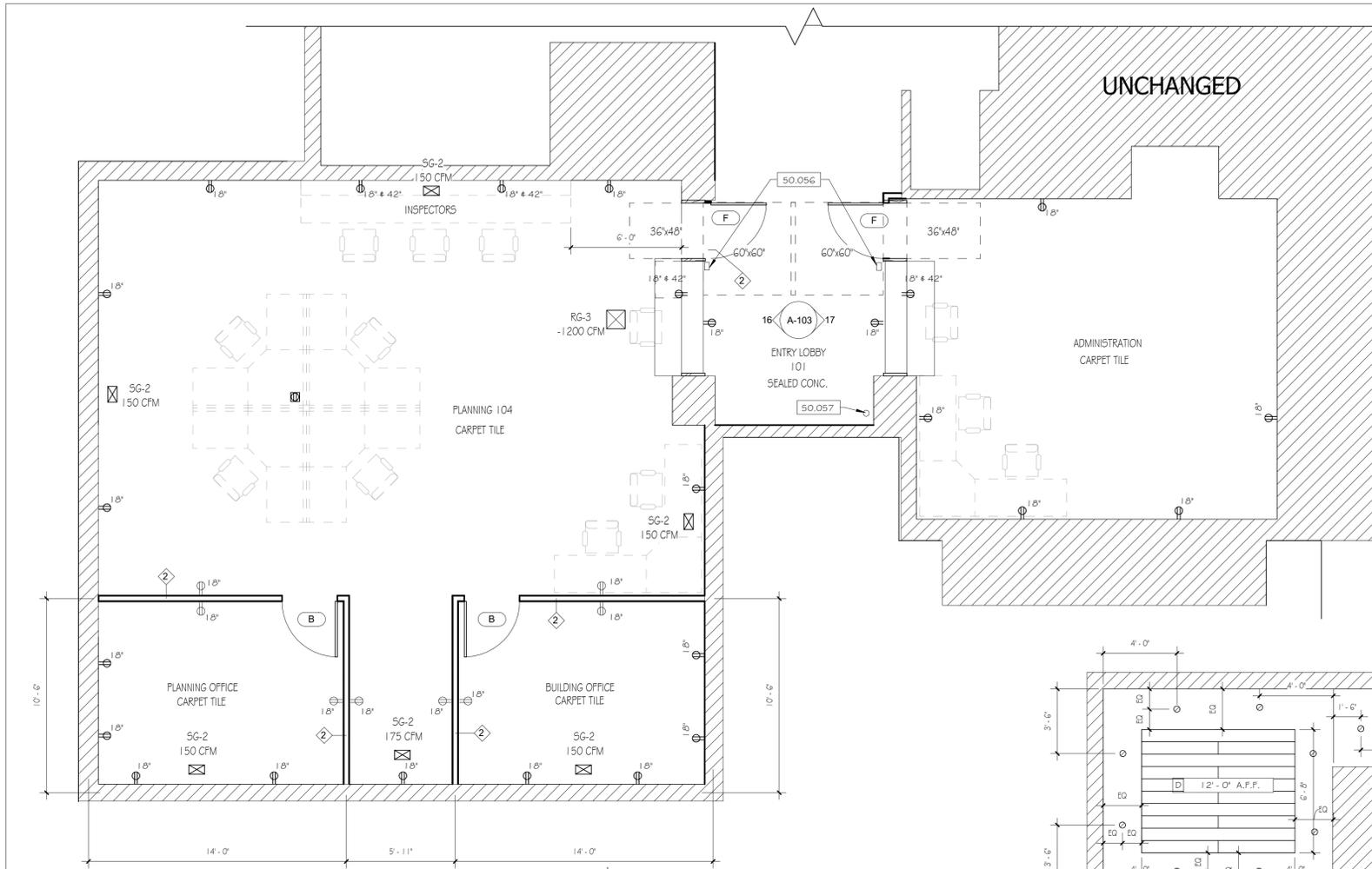
**BASEMENT
FLOOR PLAN &
RCP**

JOB NO.	Project Number
Description	Date

Issue Date

A-101

7/14/2016 9:02:07 AM

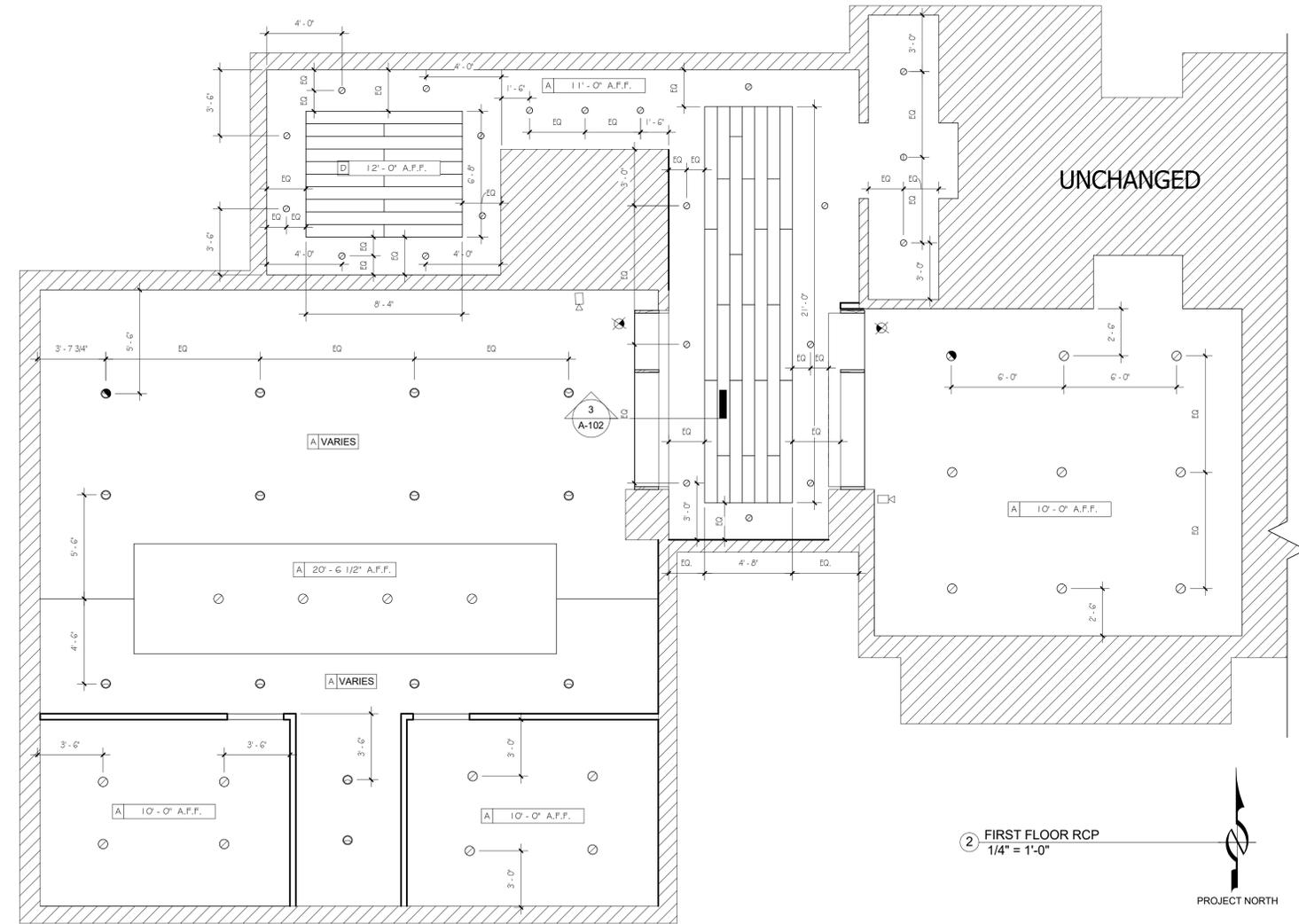


LEGEND

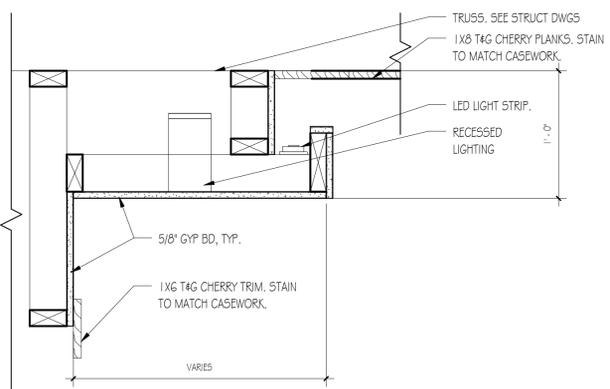
	UNCHANGED
	DUPLEX OUTLET LOCATION
	FLOOR MOUNTED QUAD OUTLET LOCATION
	HORNSTROBE ALARM
	RECESSED CAN EMERGENCY LIGHT
	RECESSED CAN LIGHT FIXTURE
	EXIT SIGN

GENERAL NOTES:

- ALL DASHED FURNITURE TO BE SUPPLIED BY OWNER.
- INTERIOR FINISHES TO MATCH ORIGINAL FINISH SCHEDULE:
 - A. BASE TRIM
 - B. DOOR TRIM
 - C. WALL FINISHES
 - D. FLOORING
 - E. OUTLET & SWITCHES, COVERS, ETC.

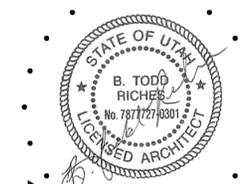


1 FIRST FLOOR
1/4" = 1'-0"
PROJECT NORTH



3 CEILING DETAIL
1 1/2" = 1'-0"

2 FIRST FLOOR RCP
1/4" = 1'-0"
PROJECT NORTH



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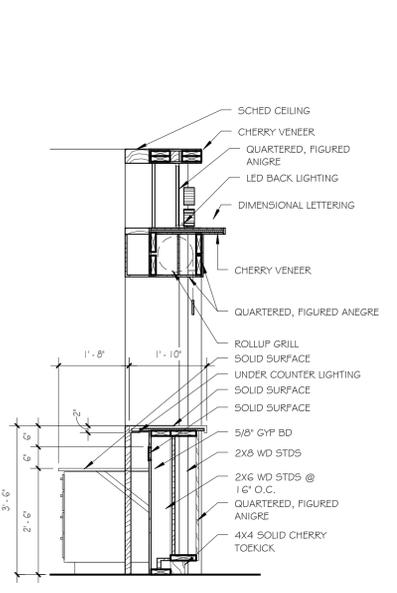
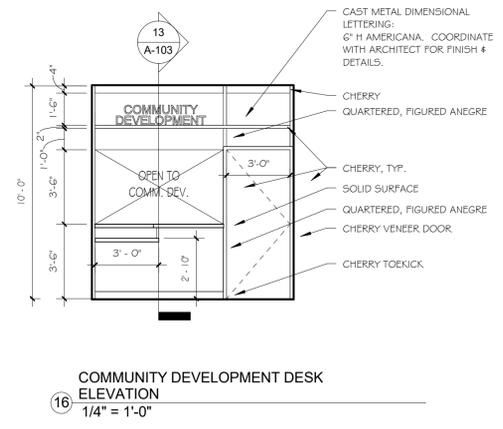
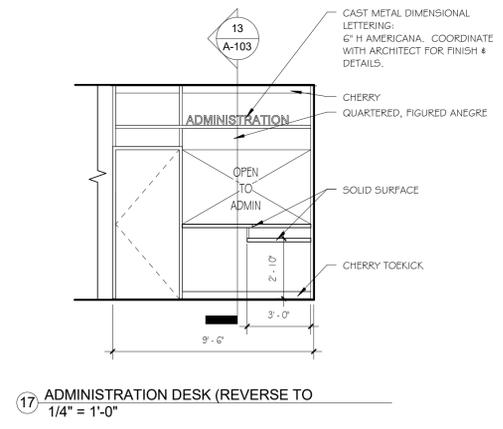
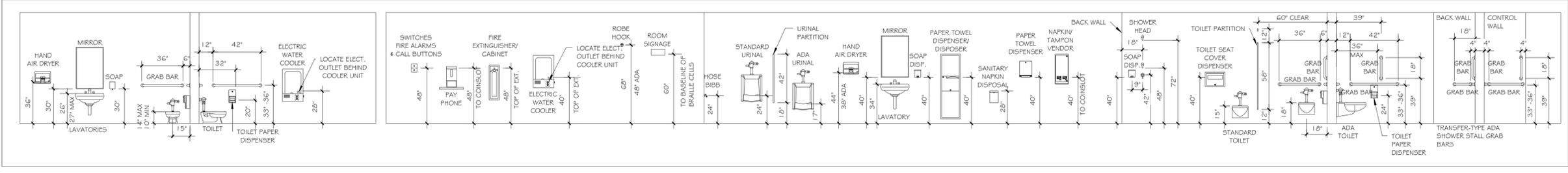
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FIRST FLOOR PLAN & RCP

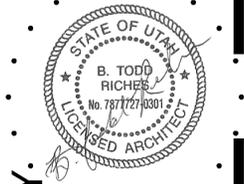
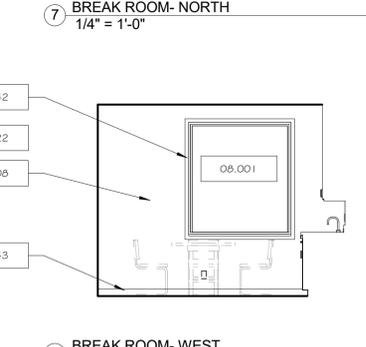
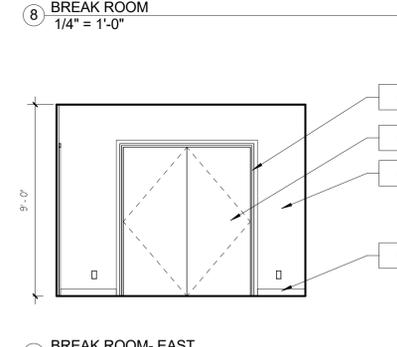
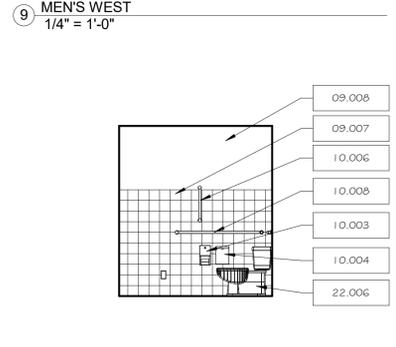
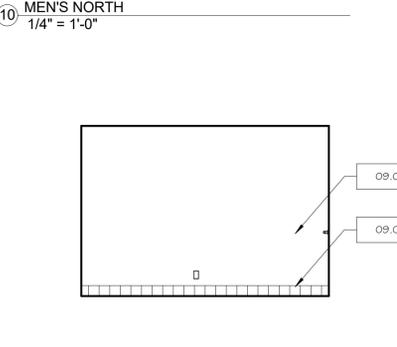
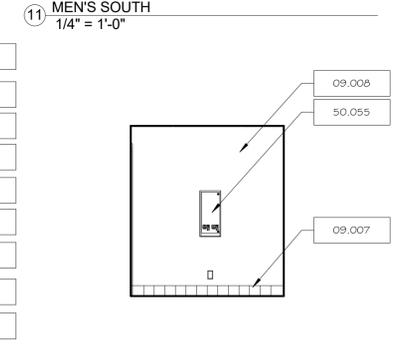
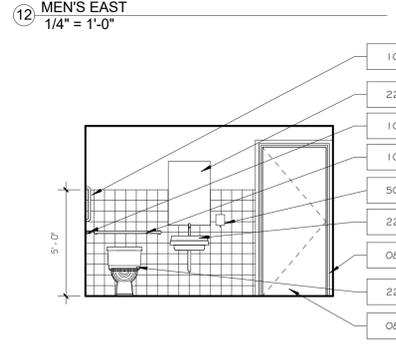
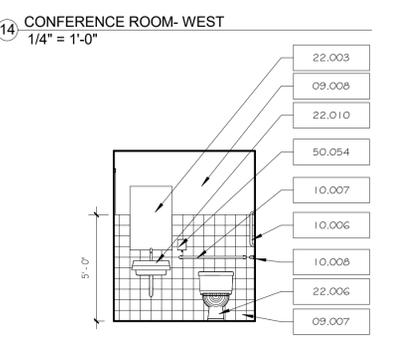
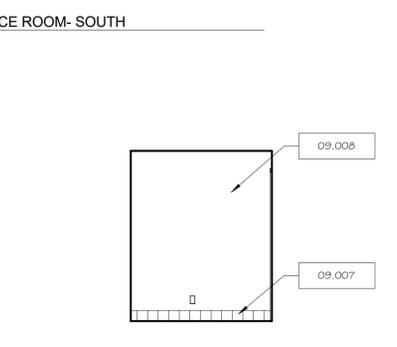
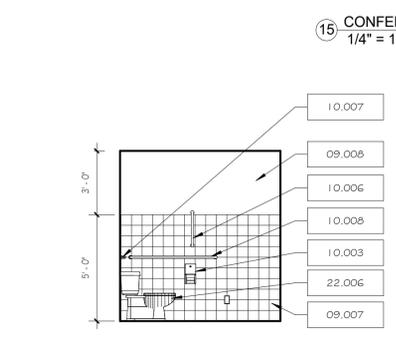
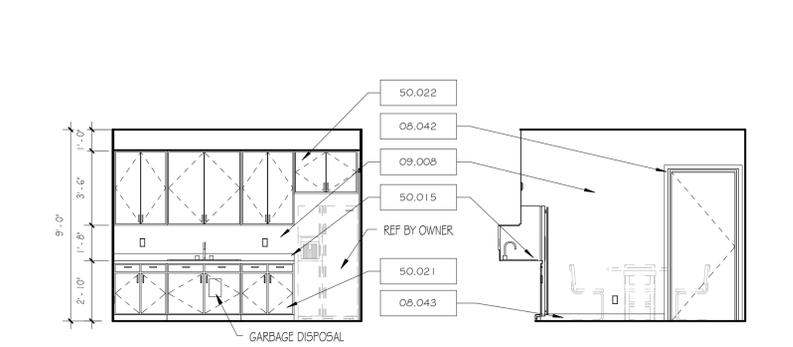
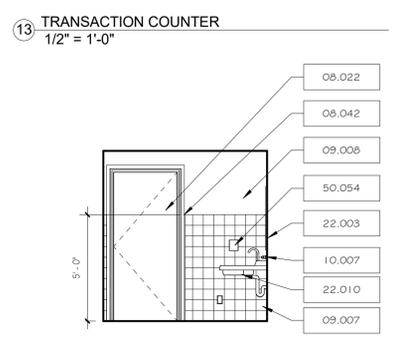
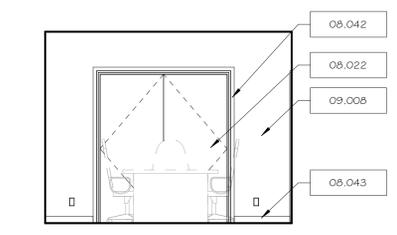
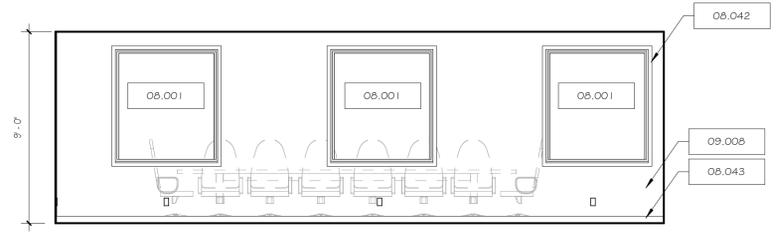
Job No.	Project Number

Issue Date
A-102

7/14/2016 9:02:08 AM



NUMBER	DESCRIPTION
08.001	WINDOW, REFER TO WINDOW SCHEDULE
08.022	DOOR, REFER TO DOOR SCHEDULE
08.042	1X4 HARDWOOD TRIM, STAIN; COORDINATE COLOR W/ ARCHITECT
08.043	1X4 HARDWOOD BASEBOARD, STAIN; COORDINATE COLOR W/ ARCHITECT
09.007	6" CERAMIC WALL TILE
09.008	5/8" GYP BOARD, PAINTED
09.030	MAPLE WOOD VENEER, STAIN
10.002	PAPER TOWEL DISPENSER
10.003	TOILET TISSUE DISPENSER
10.004	SANITARY NAPKIN DISPOSAL UNIT
10.006	18" VERTICAL GRAB BAR
10.007	36" GRAB BAR
10.008	42" GRAB BAR
22.003	24" X 36" WALL MOUNTED MIRROR
22.006	TOILET
22.010	LAVATORY
50.015	COUNTERTOP, MOLDED RESIN
50.021	BASE CABINETS, MAPLE WOOD VENEER, STAINED
50.022	UPPER CABINETS, MAPLE WOOD VENEER, STAINED
50.054	AUTOMATIC SOAP DISPENSER
50.055	NAPKIN/TAMPON VENDOR



VINEYARD PUBLIC SAFETY BUILDING
 240 EAST GAMMON ROAD
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 VINEYARD

1201 MARINWOOD AVE
 TAYLORSVILLE
 UTAH 84123
 TEL 801.205.4928



URBAN LEGEND STUDIOS

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INTERIOR ELEVATIONS & FINISHES

JOB NO.	Project Number
Description	Date

A-103

7/14/2016 9:02:15 AM

PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement (this "Agreement") is entered into this _____ day of _____, ~~201~~2016 (the "Execution Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("UPRR"), and **TOWN OF VINEYARD**, a municipal corporation of the State of Utah, whose address is 240 East Gammon Road, Vineyard, Utah 84058 ("Vineyard"). UPRR and Vineyard are sometimes collectively referred to as the "Acquiring Parties" and individually as an "Acquiring Party".

RECITALS:

A. UPRR is the owner of or has an easement interest in certain real property located in Orem, Utah County, Utah crosshatched and shown in red on **Exhibit "A"** attached hereto and made a part hereof, extending from Milepost 758.98 to Milepost 761.30 on UPRR's Provo Industrial Lead and consisting of an estimated 30 acres (the "Provo Lead ROW"). The portion of the Provo Lead ROW shown in red on **Exhibit "A-1"** (the "1875 Act of Congress ROW") was granted to UPRR by the United States federal government under the 1875 Act of Congress. The remainder of the Provo Lead ROW is shown in green on **Exhibit "A-1"** (the "Fee ROW").

B. Vineyard is or will be the owner of certain real property located in Orem, Utah County, Utah shown in orange on **Exhibit "A"**, extending from near Milepost 761.35 on UPRR's Provo Industrial Lead and running in a southwesterly direction to the point of connection with UPRR's Provo Subdivision Main Line right-of-way, consisting of an estimated 6.847 acres (the "Vineyard Property").

C. UPRR acknowledges that the Vineyard Property was the subject of a Verification Investigation Work Plan ("VIWP") under the federal Resource Conservation and Recovery Act ("RCRA"), and a permit (herein the "Permit") issued by the Utah Department of Environmental Quality ("UDEQ"). Under the VIWP and the Permit, Anderson Geneva, LLC and Ice Castle Retirement Fund L.L.C. (collectively, herein referred to as "Anderson") were required, along with a prior land owner, U.S. Steel Corporation, (collectively, the "Permittees"), to investigate and remediate environmental conditions on the Vineyard Property.

D. Anderson has provided environmental remediation for the Vineyard Property based on the existing known conditions on the Vineyard Property and further based on the anticipated industrial and commercial use of the Vineyard Property. Any remediation performed for the Vineyard Property was based on industrial and commercial use of the Vineyard Property. Anderson has created and recorded Environmental Covenants (as defined by Utah law) on the Vineyard Property which limit use of the Vineyard Property to commercial or industrial uses only and which prohibit use of the Vineyard Property for habitation, day-care, schools or similar purposes. The Environmental Covenants also prohibit the use of groundwater on the Vineyard Property.

E. Pursuant to the terms of this Agreement, Vineyard will own an easement interest in certain real property owned by the Utah Department of Transportation ("UDOT") located in

2463-28

Orem, Utah County, Utah shown in pink on **Exhibit "A"** (the "UDOT Easement Area"), for purposes of connecting the Relocated Lead (as defined in Section 5(g) below) to the remainder portion of UPRR's existing Provo Industrial Lead (the "UDOT Easement").

F. Pursuant to the terms of this Agreement, Vineyard will own easement interests in certain real property owned by Martin Snow ("Snow") and certain real property owned by Anderson Geneva Development, Inc. ("Anderson Development"), respectively, located in Orem, Utah County, Utah shown in blue on **Exhibit "A"** (collectively, the "GN Easement Area"), for purposes of constructing, reconstructing, operating, repairing, maintaining and removing a new spur track connecting UPRR's Provo Industrial Lead to UPRR's existing customer Geneva Nitrogen (the "GN Easement").

G. It is intended that UPRR and Vineyard will, on or before the end of the Feasibility Review Period described herein, enter into a Construction and Maintenance Agreement (the "C&M Agreement"), substantially in the form attached as **Exhibit "B"** and by reference made a part hereof, whose terms and conditions govern, inter alia, the construction and maintenance work that will be performed for the relocation of the Provo Lead ROW to the Vineyard Property.

H. The Provo Lead ROW and the Vineyard Property are sometimes referred to as the "Exchange Properties" and individually as an "Exchange Property".

I. UPRR and Vineyard desire to exchange the Provo Lead ROW and the Vineyard Property, or in the alternative exchange the Provo Lead ROW for an exclusive perpetual easement interest in the Vineyard Property, as provided in this Agreement, and to set forth the terms and conditions under which such exchange shall be made.

AGREEMENT:

Section 1. Unequal Exchange of Property; Trackage.

(a) Exchange of Properties. UPRR and Vineyard agree to exchange the Provo Lead ROW and the Vineyard Property, or in the alternative, at UPRR's election, to exchange the Provo Lead ROW for an exclusive perpetual easement interest in the Vineyard Property. UPRR and Vineyard acknowledge that a portion of the Provo Lead ROW is a portion of UPRR's federally granted railroad right of way, and that the proposed exchange will be made pursuant to the provisions of 43 U.S.C. § 913, which authorizes the transfer of such portion of federally granted right of way to certain governmental entities for use as a public highway or street.

(i) Provo Lead ROW. Vineyard agrees to pay to UPRR for the Provo Lead ROW the purchase price (the "Provo Lead Purchase Price") of SIX MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100th DOLLARS (\$6,760,000.00).

(ii) ~~UPRR Election to Acquire Easement Interest in Vineyard Property. If UPRR elects to acquire an easement interest only in the Vineyard Property as set forth in Section 3(a) below, Vineyard agrees to pay to UPRR the sum of~~
~~_____ AND NO/100th DOLLARS.~~

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~~(\$ _____) (the "Easement Purchase Price") as compensation for the reduced value of the interest to be acquired by UPRR in the Vineyard Property, calculated on the basis of _____ Dollars (\$ _____) per gross square foot, and subject to upward or downward adjustment on such basis in the event the survey to be secured by Vineyard pursuant to Section 5(b) shall disclose that the total gross square footage of the Vineyard Property is less than or greater than 298,255 gross square feet.~~ (iii) Acquisition of Vineyard Property or Easement Interest in the Vineyard Property and Payment of Purchase Price. Prior to commencement of construction of the Relocated Lead pursuant to the C&M Agreement, Vineyard, at UPRR's sole cost and expense (payable at Closing as described in the following sentence), shall purchase from Anderson, as the current owners of the Vineyard Property, the Vineyard Property or, at its election as described herein, an easement interest in the Vineyard Property in the amount of ONE MILLION THREE HUNDRED FORTY THOUSAND AND 00/100th DOLLARS (\$1,340,000.00) (the "Vineyard Property Purchase Price"). ~~UPRR~~ UPRR shall reimburse Vineyard the Vineyard Property Purchase Price at Closing.

(~~iv~~iii) Vineyard Property. In exchange for Vineyard's willingness to negotiate the acquisition of and to acquire the Vineyard Property on behalf of UPRR, Vineyard's assignment to UPRR of the UDOT Easement, Vineyard's assignment to Geneva Nitrogen of the GN Easement, Vineyard's satisfaction of its obligations under the C&M Agreement, Vineyard's conveyance of the Vineyard Trackage referred to in Section 3(b) below to UPRR and Vineyard's payment of the UPRR Total Purchase Price (as defined in subparagraph (c) below) to UPRR, UPRR agrees to the relocation of the Provo Lead ROW from its current location to the Vineyard Property, and agrees to the closing of the following public and private road crossings over the Provo Lead ROW (collectively, the "Provo Lead Road Crossings"):

<u>Approx. Street Location</u>	<u>Type</u>	<u>Hist. MP Reference</u>	<u>Owner Status</u>
1750 N.	Private	761.30	Fee
1600 N.	Public	761.08	N2 Fee; S2 1875 ROW ⁺
1150 N.	Private	760.48	Fee
1075 N.	Private	760.42	Fee
1025 N.	Private	760.36	Fee
960 N.	Private	760.28	Fee
815 N.	Private	760.123	Fee
814 N.	Private	760.123	Fee
805 N.	Private	760.10	Fee
700 N.	Public	859.85	1875 ROW (spur crosses to east side of Geneva Road)
400 N.	Public	759.56	1875 ROW
Center Street	Public	759.05	1875 ROW

(~~v~~iv) Public and private crossings will be established at no charge. Vineyard agrees to use, or to require Anderson (or the current owner(s) of Anderson's development property shaded blue on **Exhibit "A"**) to use UPRR's then-current, standard utility agreement

⁺~~This crossing will no longer be necessary for the Provo Industrial Lead but will remain a public crossing for a service line to Geneva Nitrogen or its successors.~~

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forms available on UPRR's website at http://www.up.com/real_estate and to obtain UPRR's approval of any new utility or road access crossing agreement that may be entered into after execution of this Agreement before entering into such agreement with a third party. The final locations of the public and private crossings will be determined during the design period of the Relocated Lead. UPRR's review and consideration for approval of any public or private crossings shall be subject to UPRR's applicable review standards for evaluating road crossings, and such determination shall be made in UPRR's sole discretion.

(b) UPRR Loss of Trackage Capacity. Vineyard agrees to pay UPRR the sum of One Hundred Forty-Three Thousand and No/100th Dollars (\$143,000.00) ("Loss of Trackage Capacity Cost") which is the differential between the railroad trackage located on the Provo Lead ROW and the trackage to be located on the Vineyard Property (a difference of approximately 1,460 linear feet).

(c) Total Purchase Price. The Provo Lead Purchase Price ~~or the Easement Purchase Price (if applicable)~~, and the Loss of Trackage Capacity Cost, shall hereafter sometimes collectively be referred to as the "UPRR Total Purchase Price."

Section 2. Payment of the UPRR Total Purchase Price.

The UPRR Total Purchase Price shall be paid by Vineyard to UPRR at the time of Closing in cash or by certified or cashier's check drawn on a financial institution acceptable to UPRR, or by confirmed wire transfer of immediately available funds ("Good Funds"), to be deposited with Integrated Title Services, 6925 S. Union Park Center, Suite 160, Midvale, Utah 84047-4142 ("Title Company").

Section 3. Conveyance of Vineyard Property, Vineyard Trackage, UDOT Easement and GN Easement.

(a) Conveyance of Vineyard Property. At Closing, Vineyard will, at UPRR's election, either (i) convey the Vineyard Property to UPRR by Warranty Deed in the form marked **Exhibit "D"** attached hereto (the "Vineyard Warranty Deed"), or (ii) grant to UPRR an exclusive perpetual easement for railroad right-of-way and communication purposes by Easement Deed in the form marked **Exhibit "E"** attached hereto (the "Vineyard Easement Deed"). UPRR will notify Vineyard in writing within thirty (30) days after UPRR's review of Vineyard's Phase II environmental assessment on the Vineyard Property referred to in Section 5(c) below of its election to accept either fee title to or an easement interest in the Vineyard Property. If UPRR elects to have fee title conveyed to it at Closing, the Vineyard Warranty Deed shall convey good and marketable fee title to UPRR free and clear of all claims, liens, easements, restrictions and encumbrances, except those matters set forth in Section 7.

(b) Vineyard Trackage. At Closing, Vineyard will transfer to UPRR all of Vineyard's right, title and interest in and to all railroad tracks, ties, ballast, culverts, bridges and appurtenances thereto constructed on the Vineyard Property pursuant to the C&M Agreement (collectively the "Vineyard Trackage"), pursuant to the Vineyard Warranty Deed and by a duly executed Bill of Sale in the form marked **Exhibit "F"** attached hereto and if UPRR elects to

obtain an easement interest only in the Vineyard Property, by a duly executed Trackage Quitclaim Deed in the form marked **Exhibit "K"** attached hereto.

(c) UDOT Easement. At Closing, Vineyard will assign, and UPRR will assume, all of Vineyard's right, title and interest in and to the UDOT Easement for matters after Closing by a duly executed Assignment and Assumption of Easement in the form marked **Exhibit "L"** attached hereto (the "Easement Assignment").

(d) GN Easement. At Closing, Vineyard will assign to Geneva Nitrogen (or at UPRR's election to UPRR) all of Vineyard's right, title and interest in and to the GN Easement by a duly executed Easement Assignment.

Section 4. Transfer of Provo Lead ROW.

At Closing, UPRR will quitclaim and transfer to Vineyard all of UPRR's right, title and interest in and to the Provo Lead ROW by Quitclaim Deed, in the form marked **Exhibit "G"** attached hereto (the "Provo ROW Quitclaim"). UPRR's quitclaim and transfer of the Provo Lead ROW shall be subject to all outstanding rights, easements, restrictions, reservations and conditions (whether recorded or unrecorded) and open and obvious on the ground.

EXCEPTING from the transfer of the Provo Lead ROW and RESERVING unto UPRR, its successors and assigns, forever, the following:

(i) All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered under the Fee ROW, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to UPRR, its successors and assigns, but without entering upon or using the surface of the Provo Lead ROW, and in such manner as not to damage the surface of the Provo Lead ROW or to interfere with the use thereof by Vineyard, its successors or assigns.

(ii) Exclusive PERPETUAL UNDERGROUND EASEMENTS ten feet (10') in width measured from the centerline of the Fiber Optic Improvements (as defined below), under and across a portion of the Provo Lead ROW ("Fiber Optics Easement Property"), in which areas UPRR (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optics Improvements"). UPRR does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Provo Lead ROW, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed on the Fiber Optics Easement Property shall remain the personal property of UPRR (or the grantee under any

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applicable agreement). UPRR shall be entitled to all revenues derived from all current and future agreements to which UPRR is a party affecting the Fiber Optics Easement Property. No permanent building or structure and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved.

Notwithstanding the foregoing reservation of easements and rights, Vineyard shall have the right to construct roadways, paths, walkways, parking, landscaping (excluding trees or shrubs over the Fiber Optics Easement Property), and fences (so long as they do not obstruct access to the Fiber Optics Easement Property) over the surface of the Fiber Optics Easement Property, subject to the approval of UPRR and the grantee under the applicable fiber agreement, which approval will not be unreasonably withheld or delayed. Vineyard or its assigns will notify UPRR and the grantee under the applicable fiber agreement of any proposed surface improvements at least thirty (30) days prior to any construction. If UPRR or the grantee under the applicable fiber agreement fails to object to any such surface improvements within the 30-day period, then they shall be deemed approved. To the extent that any user of the Fiber Optics Easement Property causes damage to any such surface improvements, the party causing such damage will repair the surface improvements to the condition existing prior to the disturbance.

Section 5. Conditions Precedent to Exchange.

(a) Title Review. Within thirty (30) days after the Execution Date, Vineyard, at its sole cost and expense, shall obtain from Title Company preliminary title reports on the Exchange Properties, the UDOT Easement Area and the GN Easement Area and legible copies of all documents referred to therein ("Title Reports"), and furnish the Title Reports to UPRR. UPRR and Vineyard each will have thirty (30) days after receipt of the Title Report and the survey referred to in subparagraph (b) below to the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area) in which to approve or disapprove any defects in the title or any liens, encumbrances, covenants, rights of way, easements or other outstanding rights disclosed by such Title Report and survey. Disapproval must be by written notice given by an Acquiring Party to the other party setting forth the specific item or items disapproved. If no such notice of disapproval is given by an Acquiring Party within such thirty (30) day period, it will be conclusively presumed that such Acquiring Party approves of the Title Report and survey to the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area). If an Acquiring Party disapproves of any item or items contained in or disclosed by the Title Report and survey to the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area), the other party will have thirty (30) days after receipt of such Acquiring Party's notice of disapproval to eliminate any disapproved items from the policy of title insurance to be issued in favor of an Acquiring Party. If any such disapproved item is not eliminated within such thirty (30) day time period, then either party may terminate this Agreement unless the Acquiring Party who delivered such notice of disapproval elects to waive its prior disapproval in writing on or before the end of the Feasibility Review Period; provided, however, that the other party is in all events required to cure, at or before Closing, monetary liens of a definite and ascertainable amount that may be cured by the payment of money. In the event

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of termination due to any such uncorrected defect in title, this Agreement will terminate and be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement. Neither party will be in default if the Agreement is terminated under the terms of this Section 5(a).

(b) Surveys. Within sixty (60) days after the Execution Date, Vineyard, at its sole cost and expense, shall obtain ALTA surveys of the Exchange Properties, the UDOT Easement Area and the GN Easement Area, prepared and certified by a public surveyor registered in the State of Utah, and furnish the surveys to UPRR and Title Company. The survey of the Provo Lead ROW, as approved by Vineyard and UPRR as set forth in subparagraph (a) above, shall be used by UPRR and Vineyard as the basis for preparation of the descriptions of the Provo Lead ROW and the Fiber Optics Easement Property. The survey of the Vineyard Property, as approved by UPRR and Vineyard as set forth in subparagraph (a) above, shall be used by UPRR and Vineyard as the basis for preparation of the description of the Vineyard Property, ~~and to the extent that UPRR elects to obtain only an easement interest in the Vineyard Property, for final calculation of the Easement Purchase Price.~~

(c) Feasibility Studies. Upon execution of this Agreement, each Acquiring Party, and their agents and contractors, are granted the privilege for a period to and including the date which is six (6) months after the Execution Date (as may be extended, the "Feasibility Review Period") of entering upon the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area) for the purpose of performing environmental audits, soil tests, engineering and feasibility studies as the Acquiring Party may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area). Either Acquiring Party may elect to extend the Feasibility Review Period for one additional period of sixty (60) days by delivering written notice of extension to the other Acquiring Party on or before the expiration of the initial Feasibility Review Period. Vineyard, at its sole cost and expense, shall coordinate with Anderson and UDOT to allow UPRR to access the Vineyard Property and the UDOT Easement Area, respectively, during the Feasibility Review Period for purposes of performing any and all feasibility studies on such properties. Vineyard, at its sole cost and expense, shall also coordinate with both Anderson Development and Snow to allow UPRR to access the GN Easement Area during the Feasibility Review Period for purposes of performing any and all feasibility studies on such property. The following feasibility studies may be conducted by either Acquiring Party in regard to the Exchange Properties (and the UDOT Easement Area and the GN Easement Area, as applicable):

(i) Phase II Studies on Vineyard Property. Vineyard, at Vineyard's sole cost and expense, shall cause to be completed a Phase II environmental assessment of the Vineyard Property and provide a copy of such report to UPRR. Vineyard (A) shall require Anderson to make available all information reasonably available or known to Anderson in order for UPRR to determine whether, and to what extent, environmental contamination exists as a condition on or under the Vineyard Property and (B) shall provide copies of all environmental sampling previously performed for the Vineyard Property, and if required by UPRR, will obtain independent additional sampling for the benefit of UPRR. Vineyard shall give UPRR advance notice of any environmental

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sampling of the Vineyard Property so that UPRR or its consultants will have the opportunity to be present. Any environmental sampling shall be conducted in accordance with generally acceptable professional standards. Vineyard shall provide UPRR, for UPRR's review and approval, with a copy of Vineyard's Phase II environmental assessment and sampling plan prior to carrying out such plan, and shall deliver to UPRR a copy of the report on such environmental assessment promptly after Vineyard's receipt thereof. The exchange of the Exchange Properties is subject to review and approval by UPRR of Vineyard's Phase II environmental assessments of the Vineyard Property. Notice of approval or disapproval shall be given by UPRR to Vineyard within thirty (30) days after receipt by UPRR of Vineyard's Phase II environmental assessment, and failure to give such notice shall be deemed notice of disapproval. If, within such 30-day period Vineyard's Phase II environmental assessment of the Vineyard Property is not approved by UPRR, in its sole discretion, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement. In the event of termination of this Agreement, UPRR shall return to Vineyard all copies of the Phase II environmental assessment, and shall retain no copies of such assessment for its records.

Vineyard shall deliver to UPRR within five (5) days after the Execution Date a full and complete copy of the Site Management Plan for the Vineyard Property, which is administered through Utah Department of Environmental Quality, Solid and Hazardous Waste Division, and UPRR shall, during the period of review of environmental studies above, review the Site Management Plan and determine whether it can accept the Site Management Plan and comply in its future use of the Vineyard Property. If UPRR, in its sole discretion, determines that the Site Management Plan is not acceptable to UPRR, then UPRR may give Vineyard notice of termination of this Agreement on or before the end of the Feasibility Review Period. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement.

(ii) Phase I and Phase II Studies on Provo Lead ROW. Vineyard, at Vineyard's sole cost and expense, may cause to be completed a Phase I and Phase II environmental assessment of the Provo Lead ROW. Any environmental sampling shall be conducted in accordance with generally acceptable professional standards. Vineyard shall provide UPRR with a copy of Vineyard's Phase II environmental assessment and sampling plan prior to carrying out such plan, and shall deliver to UPRR a copy of the Phase I report and Phase II report (as applicable) on such environmental assessments promptly after Vineyard's receipt thereof. Vineyard shall coordinate its entry onto the Provo Lead ROW with UPRR such that there will at all times be a UPRR employee present during any periods that Vineyard or its employees, agents or contractors are present to perform the Phase I and Phase II environmental assessments (as applicable) on the Provo Lead ROW. The exchange of the Exchange Properties is subject to review and approval by Vineyard of Vineyard's Phase I and Phase II environmental assessments (as applicable) of the Provo Lead ROW. Notice of approval or disapproval shall be given by Vineyard to UPRR on or before the later of: (A) thirty (30) days after receipt by Vineyard

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of its Phase I environmental assessment of the Provo Lease ROW and (B) if Vineyard elects to proceed with a Phase II environmental assessment, thirty (30) days after receipt by Vineyard of its Phase II environmental assessment of the Provo Lead ROW, and failure to timely give such notice shall be deemed notice of disapproval. If, within such 30-day period Vineyard's Phase I or Phase II, as applicable, environmental assessment of the Provo Lead ROW is not approved by Vineyard, in its sole discretion, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement. In the event of termination of this Agreement, Vineyard shall deliver to UPRR all copies of the Phase I and Phase II environmental assessments for the Provo Lead ROW, and shall retain no copies of such assessment for its records.

(iii) Subsurface Utility Engineering (SUE) Work. Vineyard, at Vineyard's sole cost and expense, shall complete or cause to be completed Subsurface Utility Engineering (SUE) work on the Vineyard Property, the UDOT Easement Area and the GN Easement Area to identify and locate subsurface utilities. The SUE work shall be performed in accordance with the guidelines set forth in the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02, as may be amended from time to time. Vineyard shall provide UPRR with a copy of any and all reports or files prepared or generated in connection with the SUE work promptly after Vineyard's receipt thereof, including, but not limited to, computer-aided design and drafting (CADD) files, plan sheets, data sheets, test hole summary sheets or other data sheets. Vineyard shall give UPRR advance notice of any SUE work being performed on the Vineyard Property, the UDOT Easement Property and the GN Easement Property so that UPRR or its consultants will have the opportunity to be present. The exchange of the Exchange Properties is subject to review and approval by UPRR of the SUE assessment of the Vineyard Property, the UDOT Easement and the GN Easement Property. Notice of approval or disapproval shall be given by UPRR to Vineyard within thirty (30) days after receipt by UPRR of Vineyard's SUE assessment, and failure to give such notice shall be deemed notice of disapproval. If, within such 30-day period, Vineyard's SUE assessment of the Vineyard Property, the UDOT Easement Area and/or the GN Easement Area is not approved by UPRR, in its sole discretion, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement. In the event of termination hereunder, UPRR shall return to Vineyard all copies of the SUE assessment of the Vineyard Property the UDOT Easement Area and the GN Easement Area, and shall retain no copies of such assessment for its records.

(iv) Other Tests. The Acquiring Parties may conduct any other audits, tests, studies or environmental due diligence of any Exchange Property being acquired (and the UDOT Easement Area and the GN Easement Area). The audits, tests, studies or other environmental due diligence that may be performed under this Section 5(c)(iii) shall include without limitation, any audits, tests, studies or environmental due diligence that UPRR may elect to perform, in its sole and absolute discretion, on the Vineyard Property

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(in addition to the Phase II performed by Vineyard pursuant to Section 5(c)(i)), the UDOT Easement Area and/or the GN Easement Area. If the results of any such audits, tests, studies or other environmental due diligence conducted under this Section 5(c)(iii) are unacceptable to an Acquiring Party, then such Acquiring Party may, at its sole election, terminate this Agreement by giving the other party written notice of termination before expiration of the Feasibility Review Period. If no such written notice of termination is given by an Acquiring Party to the other party before expiration of the Feasibility Review Period, the Exchange Property being acquired (and with respect to UPRR, the UDOT Easement Area and the GN Easement Area) will be deemed suitable for such Acquiring Party's purposes. In the event of such termination by an Acquiring Party, then each Acquiring Party shall surrender to the other party copies of all audits, soils, engineering and any other reports prepared for them pertaining to the Exchange Property being acquired and such reports will become the sole property of the other party without cost or expense of the other party (and the contents of such reports shall be kept confidential by the Acquiring Party and its consultants), this Agreement will terminate and be without any further force and effect and without further obligation of either party to the other except as expressly stated in this Agreement. Regardless of whether this Agreement is terminated, each Acquiring Party shall promptly furnish the other party with a copy of any and all reports on environmental assessments of the Exchange Property being acquired performed for the benefit of the Acquiring Party.

(d) Entry on Exchange Property. Any entry on the Exchange Property under subparagraph (c) above is subject to the following terms and conditions:

(i) Each Acquiring Party agrees, to the extent it may lawfully do so, to indemnify and save harmless the other party, their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises during the Feasibility Review Period in connection with or incident to the occupation or use of the Exchange Property being acquired by, or the presence thereon of the Acquiring Party, its agents or contractors;

(ii) Each Acquiring Party covenants and agrees to pay in full for all materials joined or affixed to the Exchange Property being acquired, and to pay in full all persons who perform labor upon such Exchange Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against such Exchange Property being acquired for any work done or materials furnished at the insistence or request or on behalf of the Acquiring Party; and each Acquiring Party agrees, to the extent it may lawfully do so, to indemnify and hold harmless the other party against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished before Closing;

(iii) If this Agreement is terminated, each Acquiring Party shall, as soon as possible and at each Acquiring Party's sole expense, restore the Exchange Property that

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was to be acquired to the same condition it was in immediately prior to the time the Acquiring Party entered such Exchange Property, failing in which the other party may perform the work of restoration and the Acquiring Party shall reimburse the other party for the cost and expense of restoration within thirty (30) days after rendition of a bill by the other party; and

(iv) Notwithstanding any provisions in this Agreement to the contrary, in the event this Agreement is terminated for any reason whatsoever, UPRR and Vineyard nevertheless will be obligated to comply with the provisions of this Section 5(d).

(e) Pending Lawsuit Affecting 1875 Act of Congress ROW. UPRR hereby discloses, and Vineyard hereby acknowledges, ~~that there is a lawsuit titled~~ that UPRR has recently been involved in three separate legal actions regarding UPRR's right to enforce its interest in some or all of the property interests being conveyed by UPRR hereunder. Vineyard acknowledges that these three cases are (1) Union Pacific Railroad Company v. R.W. Investments, L.C., Case Number 120401904, Fourth Judicial District Court of Utah County, State of Utah (the "R.W. Litigation") (2) Union Pacific Railroad Company v. Skip Dunn Investments, L.C. and Skip Dunn & Sons Excavating, Inc., Case Number 120401793, Fourth Judicial District of Utah County, State of Utah (the "Skip Dunn Litigation") and (3) L.K.L. Associates, Inc. & Heber Rentals, LC v. Union Pacific Railroad Company, (Case No. 2:15-cv-00347-TC) currently pending in the United States District Court, District of Utah, Central Division (the "L.K.L. Lawsuit"). The L.K.L. Lawsuit affects a portion of the 1875 Act of Congress ROW and may not be resolved on or before Closing removed to federal court after the plaintiffs filed the civil action in the Fourth Judicial District Court of Utah County, State of Utah, Case No. 150400540) (the "LKL Litigation"). Vineyard acknowledges that the R.W. Litigation and the Skip Dunn Litigation were resolved through negotiated settlements between the parties. Vineyard further acknowledges that the settlements reached in the R.W. Litigation and the Skip Dunn Litigation were evidenced by dismissal orders entered in each case. Vineyard acknowledges that the order entered in the R.W. Litigation was recorded in the office of the Utah County Recorder on April 28, 2015 with Entry Number 35659:2015 (the "R.W. Order"). Vineyard acknowledges that the order entered in the Skip Dunn Litigation was recorded in the office of the Utah County Recorder on November 20, 2015 with Entry Number 104935:2015 ("Skip Dunn Order"). Vineyard agrees that, with respect to the portion of the property being conveyed by UPRR that is affected by the R.W. Order and the Skip Dunn Order, Vineyard will take title to such property subject to the R.W. Order and the Skip Dunn Order. Vineyard acknowledges that the LKL Litigation is pending and Vineyard agrees that, with respect to the portion of the property being conveyed by UPRR that is affected by the LKL Litigation, Vineyard will take title to such property subject to the outcome of such legal proceeding, whether reached in settlement or by court order or verdict. If Vineyard, in its sole discretion, determines not to proceed with the transaction due to the ~~L.K.L. Lawsuit~~ lawsuits described in this Section, then Vineyard may give UPRR notice of termination of this Agreement on or before the end of the Feasibility Review Period. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement.

(f) UPRR's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with UPRR's Management Policy Statement. Notice of

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approval or disapproval shall be given by UPRR to Vineyard within sixty (60) days after UPRR's receipt of Vineyard's Phase II environmental assessment of the Vineyard Property, and failure to give such notice shall be deemed notice of disapproval. If, within such sixty (60) day period the terms of this Agreement are not approved for any reason in accordance with UPRR's Management Policy Statement, then this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement.

(g) C&M Agreement. Before expiration of the Feasibility Review Period, the Acquiring Parties shall enter into the C&M Agreement substantially in the form of **Exhibit "B"**, whose terms and conditions govern (i) the design, construction and maintenance work that will be performed for the relocation of the Provo Lead ROW, including, without limitation, the design of the relocated Provo Lead (the "Relocated Lead"), (ii) the connection and maintenance of the Pipecoater Service Spur, a/k/a Track 750, shown in purple on **Exhibit "A"** to the Relocated Lead (including connecting Track 750 to side tracks but excluding the construction or reconstruction of any of those side tracks to Track 750), (iii) the design, construction and maintenance work that will be performed for the relocation of the Geneva Nitrogen spur track shown in blue on **Exhibit "A"** to provide a new connection for UPRR's customer, Geneva Nitrogen, to the Provo Industrial Lead, (iv) the design, construction and maintenance work that will be performed for a track siding ("Track 405") to be located in the western half of the Relocated Lead as shown in green on **Exhibit "A"**, and (v) the cost estimates and bids from engineers and contractors for the construction of the Relocated Lead, connection of the Pipecoater Service Spur, construction of the Geneva Nitrogen spur track, and construction of Track 405. Pursuant to the C&M Agreement, Vineyard shall construct the Relocated Lead, the Geneva Nitrogen spur track and Track 405 and perform the Pipecoater Service Spur connection work, as more particularly described above (collectively, the "Vineyard Rail Improvements"), and UPRR, at Vineyard's sole cost and expense, shall construct any relocated rail improvements within UPRR's right-of-way, including without limitation, making any and all track connections to the Provo Industrial Lead, the Provo Subdivision Main Line and the Relocated Lead and shall perform any and all signal work (collectively, the "UPRR Rail Improvements" and together with the Vineyard Rail Improvements, collectively, the "Rail Improvements"). Vineyard shall be responsible, at its sole cost and expense, for (1) acquiring all rights necessary from Geneva Nitrogen to access Geneva Nitrogen's property in connection with the construction of the relocated Geneva Nitrogen spur track and, (2) shall create a new connection from the north end of the Relocated Lead to the relocated Geneva Nitrogen spur track. At the time of execution of this Agreement by Vineyard, Vineyard shall provide evidence to UPRR that funding has been or will be provided to Vineyard for payment of the Rail Improvements.

(h) Term. Vineyard will have to and including the date that is one (1) year after the expiration date of the Feasibility Review Period (the "Term") in which to complete construction of the Vineyard Rail Improvements pursuant to the terms and conditions of the C&M Agreement (excepting only the UPRR Rail Improvements). Vineyard may extend the Term for one (1) year to complete construction of the Vineyard Rail Improvements by giving UPRR written notice of such extension at least sixty (60) days before the end of the Term.

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(i) Easement Agreements for UDOT Easement and GN Easement. Prior to expiration of the Feasibility Review Period, Vineyard, at its sole cost and expense, shall obtain easement interests from UDOT in the UDOT Easement Area and from Snow and Anderson Development in the GN Easement Area, respectively. The terms and conditions of such easement grants, the legal descriptions for such easement areas and the form of easement agreements by and between Vineyard and the respective grantor shall be approved by UPRR (and in the case of the GN Easement, Geneva Nitrogen), in its sole and absolute discretion. In the event that such terms and conditions of the UDOT Easement agreement, the GN Easement agreement with Anderson Development and/or the GN Easement agreement with Snow are unacceptable to UPRR (or Geneva Nitrogen with respect to the GN Easement), then UPRR may give Vineyard notice of termination of this Agreement on the later of: (i) the date that the Feasibility Review Period expires; and (ii) the date that is ten (10) after UPRR's receipt of the final versions of the UDOT Easement agreement and the GN Easement agreements. In the event of such termination, this Agreement shall be without further force and effect, and without further obligation of either party to the other except as expressly stated in this Agreement. Geneva Nitrogen shall be a third-party beneficiary for purposes of this Section.

(j) UPRR Environmental Remediation of the Provo Lead ROW. Within thirty (30) days after UPRR commences railroad operations on the Vineyard Property and delivers written notice that the Vineyard Rail Improvements are acceptable, UPRR, at its sole cost and expense, shall commence environmental remediation of the ballast and contaminated surface soil located on the Provo Lead ROW as required in this subsection and as determined by UPRR in its sole discretion (collectively, the "UPRR Remedial Work"). As part of the UPRR Remedial Work, UPRR shall submit an application to UDEQ for a Voluntary Cleanup Plan (VCUP) together with such other documents and/or results that may be required by UDEQ and shall perform the UPRR Remedial Work pursuant to the VCUP approved by UDEQ in furtherance of obtaining a Certificate of Completion from UDEQ. The completion of the UPRR Remedial Work and obtaining a Certificate of Completion from UDEQ shall be conditions precedent to UPRR proceeding with Closing. Upon UPRR obtaining a Certificate of Completion from UDEQ, Vineyard acknowledges and agrees that UPRR shall have no further environmental liability with respect to the Provo Lead ROW.

Section 6. Escrow.

(a) Escrow. Upon execution of this Agreement by both parties, either party may establish an escrow with Title Company to hold documents or proceeds in accordance with the provisions of this Agreement.

(b) Vineyard Deliveries to Escrow. On or before the date of Closing, Vineyard shall execute and have acknowledged, as applicable, and shall deposit into escrow the following:

(i) The UPRR Total Purchase Price (as adjusted depending on whether UPRR elects to obtain fee interest or an easement interest in the Vineyard Property);

(ii) Either the Vineyard Warranty Deed or the Vineyard Easement Deed;

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- (iii) The Bill of Sale, and if UPRR elects to obtain an easement interest in the Vineyard Property instead of a fee interest, the Trackage Quitclaim Deed, for the Vineyard Trackage;
- (iv) Two (2) counterparts of the Assignment and Assumption Agreement referred to in Section 8(b);
- (v) Two (2) counterparts of the Easement Assignment for the UDOT Easement;
- (vi) Two (2) counterparts of the Easement Assignment for the GN Easement;
- (vii) One (1) counterpart of the Provo ROW Quitclaim; and
- (viii) Two (2) counterparts of the Assignment and Assumption Agreement referred to in Section 8(a).
- (c) UPRR Deliveries to Escrow. On or before the date of Closing, UPRR shall execute and have acknowledged, as applicable, and shall deposit into escrow the following:
- (i) One (1) counterpart of the Provo ROW Quitclaim;
- (ii) Two (2) counterparts of the Assignment and Assumption Agreement referred to in Section 8(a);
- (iii) Two (2) counterparts of the Easement Assignment for the UDOT Easement;
- (iv) Two (2) counterparts of the Easement Assignment for the GN Easement executed and acknowledged by Geneva Nitrogen;
- (v) Two (2) counterparts of the Assignment and Assumption Agreement referred to in Section 8(b);
- (vi) Certificate of Non-Foreign Status; and
- (vii) The Vineyard Property Purchase Price.
- (d) Title Company. The Title Company will be instructed that when it is in a position to issue (i) a title insurance policy insuring title to the Provo Lead ROW in Vineyard, (ii) a title insurance policy insuring fee title to or an easement interest in the Vineyard Property in UPRR, as elected by UPRR, and (iii) a title insurance policy insuring an easement interest in the UDOT Easement Area in UPRR, subject only to the items set forth in Section 7, then Title Company shall:

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- (1) record the Provo ROW Quitclaim and deliver the recorded Provo ROW Quitclaim to Vineyard;
- (2) record either the Vineyard Warranty Deed or the Vineyard Easement Deed and deliver the recorded Vineyard Warranty Deed or Vineyard Easement Deed, as applicable, to UPRR;
- (3) record the Trackage Quitclaim Deed, as applicable, and deliver the recorded Trackage Quitclaim Deed and the Bill of Sale for the Vineyard Trackage to UPRR;
- (4) deliver executed counterparts of each of the Assignment and Assumption Agreements referred to in Sections 8(a) and 8(b), respectively, to each of Vineyard and UPRR;
- (5) deliver executed counterparts of the Easement Assignment for the UDOT Easement to each of Vineyard and UPRR;
- (6) deliver executed counterparts of the Easement Assignment for the GN Easement to each of Vineyard and Geneva Nitrogen;
- (7) deliver the Certificate of Non-Foreign Status to Vineyard;
- (8) deliver to UPRR the UPRR Total Purchase Price;
- (9) deliver to Vineyard the Vineyard Property Purchase Price; and
- (10) issue and deliver to each of UPRR and Vineyard its respective title insurance policy(ies).

(e) Extended Coverage. Vineyard and UPRR, at their respective options and sole cost and expense, shall have the right to obtain ALTA extended coverage; provided, however, that the failure to obtain such extended coverage shall not be a condition to nor delay the Closing beyond the date of Closing set forth in Section 9 below, and that neither Acquiring Party will be required to assume any obligations or liabilities in addition to its obligations and liabilities under this Agreement.

(f) At Closing, Vineyard shall pay the following costs:

- (i) All escrow fees;
- (ii) Vineyard's pro rata share of real estate taxes (whether general or special) assessed against the Vineyard Property and due and payable for the year of Closing;

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- (iii) Vineyard's pro rata share of real estate taxes (whether general or special) assessed against the Provo Lead ROW and due and payable for the year of Closing;
 - (iv) The Utah State real estate excise tax for the Provo Lead ROW, if any;
 - (v) The Utah State real estate excise tax for the Vineyard Property, if any;
 - (vi) The cost of the required state revenue stamps, if any;
 - (vii) The premium for the issuance of the title insurance policy for the Provo Lead ROW, if any;
 - (viii) The premium for the issuance of the title insurance policy(ies) for the Vineyard Property and the UDOT Easement Area to the extent it does not exceed the cost of a standard owner's policy of title insurance;
 - (ix) The cost of recording the Provo ROW Quitclaim and, as applicable, the Trackage Quitclaim Deed; and
 - (x) The cost of recording either the Vineyard Warranty Deed or the Vineyard Easement Deed.
- (g) At Closing, UPRR shall pay the following costs:
- (i) UPRR's pro rata share of real estate taxes (whether general or special) assessed against the Provo Lead ROW and due and payable for the year of Closing;
 - (ii) UPRR's pro rata share of real estate taxes (whether general or special) assessed against the Vineyard Property and due and payable for the year of Closing; and
 - (iii) To the extent that UPRR elects to obtain ALTA extended coverage for the title insurance policy(ies) for the Vineyard Property and/or the UDOT Easement Area, any premium for the issuance of the title insurance policy(ies) for such properties in excess of the cost of a standard owner's policy of title insurance.

(h) Real Property Taxes. If the real property taxes on the Provo Lead ROW are assessed as part of UPRR's unitary assessment in Utah County, Utah, then UPRR may collect from Vineyard at Closing Vineyard's share of such real property taxes from the date of Closing through the period ending on June 30 after the January 1 following the date of Closing, and UPRR shall then pay when due UPRR's unitary assessment. For example, if Closing occurs on June 1, 2017, then UPRR may collect real property taxes from June 1, 2017 to and including

June 30, 2018, or if Closing occurs on January 10, 2017, then UPRR may collect such taxes from January 10, 2017 through and including June 30, 2018.

Section 7. Title.

Title to the Exchange Properties and the easement interests in the UDOT Easement Area and GN Easement Area, respectively, will be insurable as free and clear of all liens, encumbrances, exceptions, and reservations other than the following:

- (a) Non-delinquent real property taxes (whether general or special);
- (b) As to the Provo Lead ROW, the reservations set forth in Section 4 above;
- (c) As to the Provo Lead ROW, the covenant set forth in Section 10 below;
- (d) As to the Provo Lead ROW, the UPRR Licenses referred to in Section 8(a);
- (e) As to the Vineyard Property, the Vineyard Licenses set forth in Section 8(b);
- (f) Standard printed exceptions in the applicable title policy (unless the Acquiring Party elects to obtain extended coverage insurance); and
- (g) Except for monetary liens in a definite and ascertainable amount that may be cured by the payment of money, items disclosed in the Title Report for the Exchange Property being acquired and approved or waived by the Acquiring Party under Section 5(a).

Section 8. Assignment of Leases and Licenses.

(a) Upon Closing, UPRR shall assign to Vineyard, and Vineyard shall assume, all of UPRR's right, title and interest in and to the licenses and other agreements (the "UPRR Licenses") listed on **Exhibit B to Exhibit "H"** attached hereto and hereby made a part hereof, but only to the extent the UPRR Licenses affect the Provo Lead ROW. Such assignment and assumption shall be by duly executed Assignment and Assumption Agreement in the form attached hereto as **Exhibit "H"**.

(b) Upon Closing, Vineyard shall assign to UPRR, and UPRR shall assume, all of Vineyard's right, title and interest in and to the license and other agreements (the "Vineyard Licenses") listed on **Exhibit B to Exhibit "I"** attached hereto and hereby made a part hereof, but only to the extent the Vineyard Licenses affect the Vineyard Property. Such assignment and assumption shall be by duly executed Assignment and Assumption Agreement in the form attached hereto as **Exhibit "I"**.

Section 9. Closing; Possession.

Closing shall occur within thirty (30) days after UPRR receives a Certificate of Completion from UDEQ for the UPRR Remedial Work as contemplated under Section 5(j) above. Upon Closing, the Relocated Lead will be owned, controlled, dispatched and maintained solely by UPRR, and UPRR shall have no obligations to grant to others the right to use the Relocated Lead.

Section 10. Post-Sale Covenant.

The Provo Lead ROW will be quitclaimed by UPRR to Vineyard subject to the following covenant, condition and restriction which Vineyard by the acceptance of the Quitclaim Deed shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. Vineyard, its successors and assigns, may use the Provo Lead ROW for industrial, office, and retail-oriented commercial business (for example, shopping center, restaurant) purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Provo Lead ROW must not be used for any of the following purposes: (A) residential, (B) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (C) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks).

The foregoing covenant, condition and restriction shall run with the Provo Lead ROW, the burden of which will be binding on the successors and assigns of Vineyard, and the benefits of which will inure to the successors and assigns of UPRR. A breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of UPRR, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Section 11. Intentionally Deleted.

Section 12. As Is; Release and Indemnity.

(a) As Is. (i) Each Exchange Property is to be transferred to and accepted by the Acquiring Party in an "as is" condition (as of Closing) with all faults; (ii) UPRR makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Provo Lead ROW; in particular, but without limitation, UPRR makes no representations or warranties with respect to the use, condition, title, occupation or management of the Provo Lead ROW, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record); (iii) Vineyard makes no representations or warranties of any kind whatsoever, either express or implied, with respect to Vineyard Property; in particular, but without limitation, Vineyard makes no representations or warranties with respect to the use, condition, occupation or management of the Vineyard Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record); and (iv) each Acquiring Party acknowledges that it is entering into this Agreement on the basis of its own

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investigation of the physical and environmental conditions of the Exchange Property it is acquiring, including the subsurface conditions, and each Acquiring Party assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Each Acquiring Party acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Acquiring Parties with respect to the exchange of the Exchange Properties and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release by Vineyard. VINEYARD, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH VINEYARD NOW HAS OR WHICH VINEYARD MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROVO LEAD ROW (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROVO LEAD ROW BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(c) Indemnity by Vineyard. FROM AND AFTER CLOSING, VINEYARD SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROVO LEAD ROW (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROVO LEAD ROW BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY

NEGLIGENCE OR STRICT LIABILITY OF UPRR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

(d) General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Provo Lead ROW, from and after Closing, Vineyard, at no cost to UPRR, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Provo Lead ROW suitable for Vineyard's use of the Provo Lead ROW.

(e) Additional and Independent Consideration. The release, indemnity and general allocation of environmental responsibility by Vineyard are additional and independent consideration to UPRR for the exchange of the Exchange Properties, without which UPRR would not exchange and sell the Provo Lead ROW for the Provo Lead ROW Purchase Price.

(f) Vineyard Property - Environmental Covenants and Limited Indemnity. By proceeding to Closing, UPRR expressly acknowledges that the Vineyard Property is encumbered by the Environmental Covenants and agrees to abide by the terms of the Environmental Covenants in connection with UPRR's use of the Vineyard Property.

Pursuant to the Environmental Covenants, Vineyard shall have the right to obtain access to the Vineyard Property to perform remediation activities on the Vineyard Property and to conduct monitoring and investigations required by the Environmental Covenants. To the extent there are any environmental conditions or contamination on the Vineyard Property which require remediation under the Permit after Closing, and which conditions exceed the use standards for industrial and commercial use, Vineyard will, within a reasonable time, conduct and complete the remediation to the standards required for commercial and industrial use and shall hold UPRR harmless from the costs and expenses and disposal of materials removed from the Vineyard Property. If improvements in the railroad tracks, ties, ballast, structures supporting such improvements or signal devices are damaged during the course of such remediation, Vineyard shall replace any such improvements.

Vineyard hereby agrees to indemnify UPRR from any environmental conditions discovered after Closing to the extent that such environmental conditions existed on the Vineyard Property prior to Closing and exceed the parameters of the Environmental Covenants.

The provisions of this Section 12(f) shall survive the Closing.

Section 13. Loss by Fire, Other Casualty or Condemnation.

(a) Notwithstanding any other provision in this Agreement, until Closing, UPRR is solely responsible for all risk of casualty or other loss or damage to the Provo Lead ROW, and Vineyard is solely responsible for all risk of casualty or other loss or damage to the Vineyard Property.

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(b) If all or any portion of an Exchange Property is destroyed or materially damaged or if condemnation proceedings are commenced or threatened, then the Acquiring Party may elect to either (i) terminate this Agreement, in which event this Agreement will be of no further force and effect and without further obligation of either party to the other except as expressly stated in this Agreement; or (ii) treat this Agreement as being in full force and effect, in which event all condemnation awards or proceeds of insurance payable to the other party will be paid or assigned to the Acquiring Party. Notice of the Acquiring Party's election must be given to the other party within thirty (30) days after the date the Acquiring Party receives written notice of the destruction, damage or condemnation proceedings. Failure of an Acquiring Party to make such election within said period shall be deemed an election under clause (ii) above.

Section 14. Notices.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

UPRR:	UNION PACIFIC RAILROAD COMPANY ATTN: Sue Hronek, Manager-Real Estate 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179 Telephone: (402) 544-8645
With copy to:	UNION PACIFIC RAILROAD COMPANY ATTN: Christopher B. Kelly, General Attorney 1400 Douglas Street, Mail Stop 1580 Omaha, Nebraska 68179 Telephone: (402) 544-4035
Vineyard:	TOWN OF VINEYARD ATTN: Mayor 240 East Gammon Road Vineyard, Utah 84058 Telephone: (801) 226-1929
Title Company:	INTEGRATED TITLE SERVICES ATTN: _____ 6925 S. Union Park Center, Suite 160 Midvale, Utah 84047-4142 Telephone: (801) 307-0160

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service. Copies of

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all notices to UPRR or Vineyard shall be given to Title Company, and copies of all notices to Title Company shall be given to the other party to this Agreement.

Section 15. Assignment.

Vineyard shall not transfer or assign this Agreement, or any interest therein, without the consent in writing of UPRR, which consent shall not be unreasonably withheld or delayed, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, upon written notice and opportunity to cure, at the option of UPRR, terminate this Agreement.

Section 16. Waiver of Breach.

A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

Section 17. Time of the Essence.

Time is of the essence of this Agreement.

Section 18. Law Governing.

This Agreement shall be governed in all respects by the laws of the State of Utah.

Section 19. Merger.

The terms, provisions, covenants and conditions contained in this Agreement shall merge into the Deeds to be delivered at Closing and shall not survive the Closing, except for the provisions of Section 5(d), 10, 11, 12, 20 and 22.

Section 20. No Brokers.

The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 21. Successors and Assigns.

Subject to the provisions of Section 15, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Section 22. Special Provision.

UPRR, Federal ID No. 94-6001323, is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Vineyard. A certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached as **Exhibit "J"**.

Section 23. Not An Offer.

The submission of this Agreement to the Acquiring Parties for review or signature does not constitute an offer to exchange or sell the Exchange Properties, or the granting of an option or other rights with respect to the Exchange Properties to the other Acquiring Party. No agreement with respect to the exchange of the Exchange Properties shall exist, and this writing shall have no binding force or effect, until executed and delivered by both UPRR and Vineyard.

Section 24. Severability.

In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 25. Entire Agreement.

It is understood and agreed that all understandings and agreements, whether written or oral, heretofore between the parties are merged in this Agreement, together with all Exhibits and schedules, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first herein written.

UPRR:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Name: _____

Title: _____

VINEYARD:

**TOWN OF VINEYARD, a municipal
corporation of the State of Utah**

By: _____

Name: _____

Title: _____

EXHIBIT A

**PRINT OF PROVO LEAD ROW, VINEYARD PROPERTY, UDOT EASEMENT AREA,
GN EASEMENT AREA, PIPECOATER SERVICE SPUR, TRACK 405 AND GENEVA
NITROGEN SPUR TRACK**

(see attached)

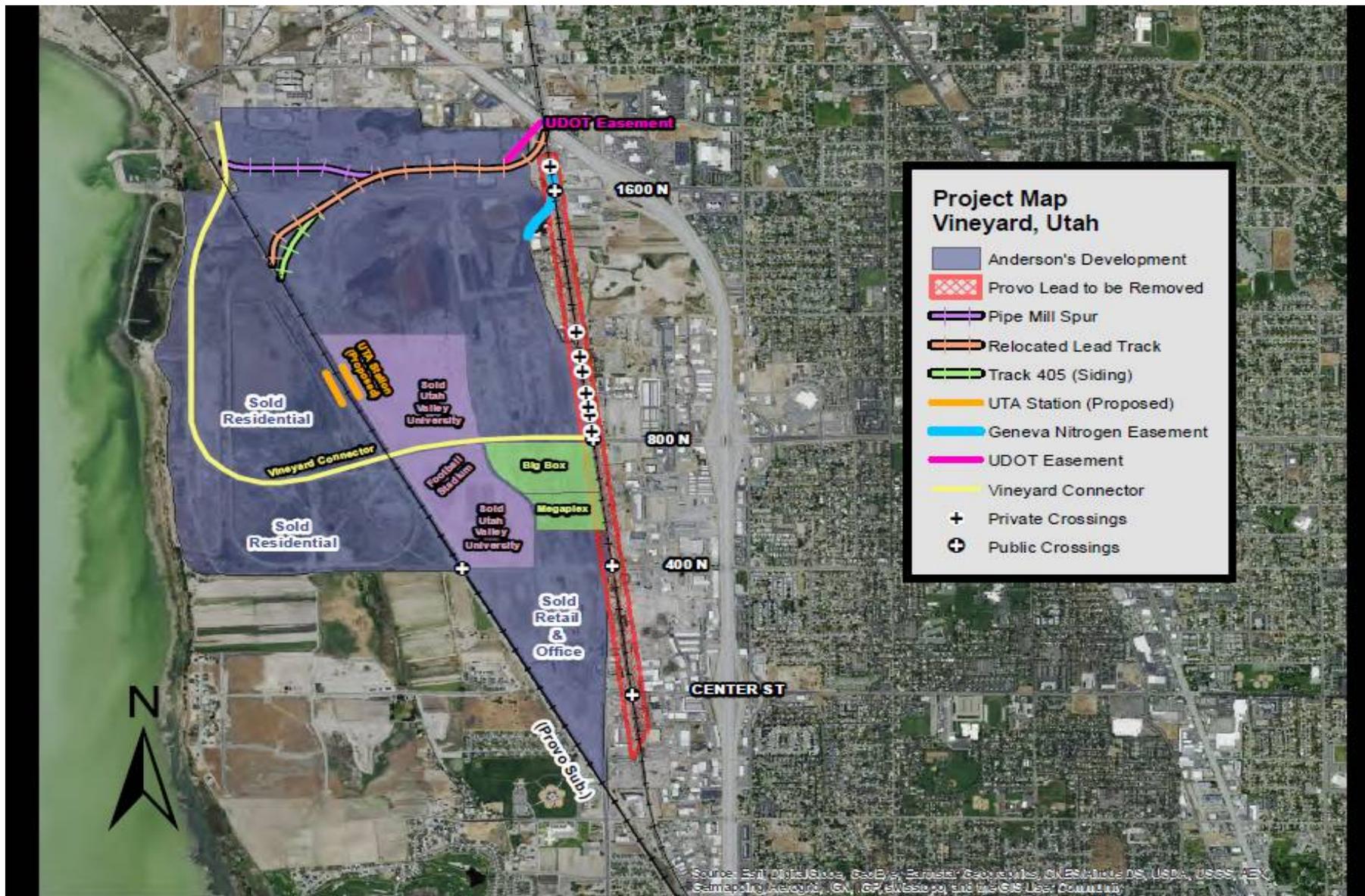


EXHIBIT A-1

**PRINT OF PROVO LEAD 1875 ACT OF CONGRESS ROW AND
PROVO LEAD FEE ROW**

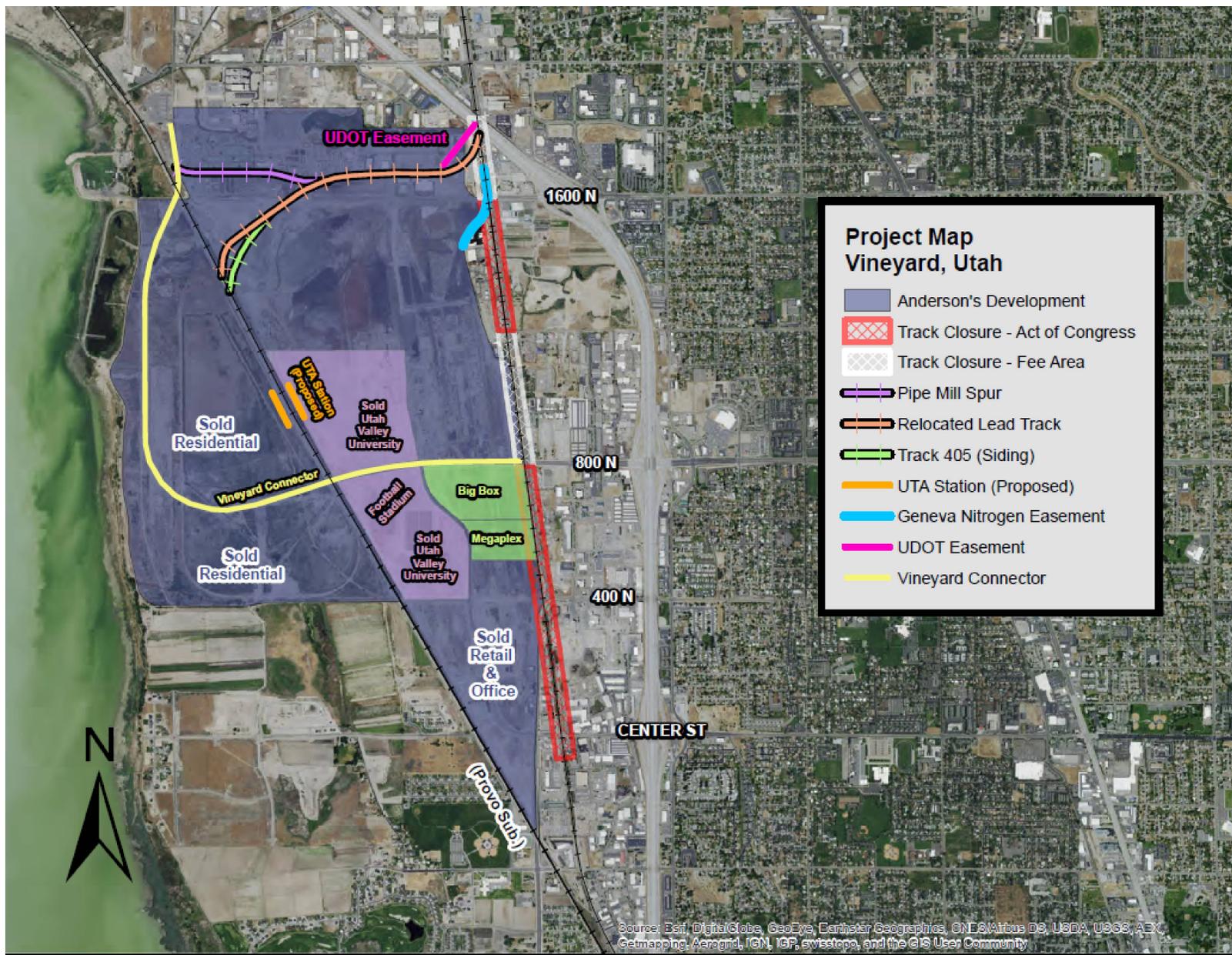


EXHIBIT B

**FORM OF C&M AGREEMENT
TO BE ATTACHED**

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D**WARRANTY DEED
FROM VINEYARD TO UPRR FOR VINEYARD PROPERTY****RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

UNION PACIFIC RAILROAD COMPANY
 ATTN: Assistant Vice President-Real Estate
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

MAIL TAX STATEMENTS TO:

UNION PACIFIC RAILROAD COMPANY
 ATTN: Property Tax Department
 1400 Douglas Street, MS 1640
 Omaha, Nebraska 68179

Space Above Line for Recorder's Use Only

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WARRANTY DEED

TOWN OF VINEYARD, a Utah municipal corporation, Grantor, whose address is _____, _____, Utah County, Utah _____, conveys and warrants to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, Grantee, whose principal address is 1400 Douglas, MS 1690, Omaha, Nebraska 68179, for the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, the following described tract of land (the "Property") in Utah County, Utah:

See **Exhibit A** attached hereto

SUBJECT TO all easements, restrictions, covenants, rights, conditions or reservations existing of record or enforceable in law or equity.

ALSO SUBJECT TO the following notice and use limitations pursuant to the Environmental Covenant described therein:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED DECEMBER 17, 2007, RECORDED WITH THE UTAH COUNTY RECORDER ON DECEMBER 1, 2007, AS ENTRY NO. 173989:2007 AND CONTAINS ACTIVITY AND USE LIMITATIONS SET FORTH IN THE ENVIRONMENTAL COVENANT. SUCH COVENANT IS SUBJECT TO THE RIGHTS OF GRANTOR TO AMEND OR MODIFY THE COVENANT IN ACCORDANCE WITH THE REQUIREMENTS OF UTAH DIVISION OF ENVIRONMENTAL QUALITY.

Witness the hand of Grantors this ____ day of _____, 201__.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of the Town of Vineyard, a Utah municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT D
WARRANTY DEED

**LEGAL DESCRIPTION OF VINEYARD PROPERTY
TO BE ATTACHED**

EXHIBIT E**EASEMENT DEED
FROM VINEYARD TO UPRR****RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

UNION PACIFIC RAILROAD COMPANY
 ATTN: Assistant Vice President-Real Estate
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

MAIL TAX STATEMENTS TO:

UNION PACIFIC RAILROAD COMPANY
 ATTN: Property Tax Department
 1400 Douglas Street, MS 1640
 Omaha, Nebraska 68179

Space Above Line for Recorder's Use Only

2463-28

EASEMENT DEED

THIS Easement Deed is made this _____ day of _____, 201_, between **TOWN OF VINEYARD**, a Utah municipal corporation ("Grantor"), whose address is 240 East Gammon Road, Vineyard, Utah County, Utah 84058, and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee").

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration paid to it, grant and convey to Grantee, its successors and assigns, an EXCLUSIVE PERPETUAL EASEMENT ("Easement") in, to, over, along, upon, under, and across the property in Utah County, Utah, described in **Exhibit A**, attached and by reference made a part of this Easement Deed (the "Property"), for the construction, maintenance, operation, repair, renewal, reconstruction and use of railroad trackage and trackage appurtenances and communication purposes.

Grantor, for itself, its successors and assigns, covenants with Grantee, its successors and assigns, that Grantor has the full power and lawful authority to grant and convey the Easement. Grantor also covenants with Grantee that Grantor will warrant and defend Grantee's title to the Easement in the Property against the claims of all persons.

SUBJECT TO the following notice and use limitations pursuant to the Environmental Covenant described therein:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED DECEMBER 17, 2007, RECORDED WITH THE UTAH COUNTY RECORDER ON DECEMBER 1, 2007, AS ENTRY NO. 173989:2007 AND CONTAINS ACTIVITY AND USE LIMITATIONS SET FORTH IN THE ENVIRONMENTAL COVENANT. SUCH COVENANT IS SUBJECT TO THE RIGHTS OF GRANTOR TO AMEND OR MODIFY THE COVENANT IN ACCORDANCE WITH THE REQUIREMENTS OF UTAH DIVISION OF ENVIRONMENTAL QUALITY.

Grantor has duly executed this Easement as of the date first herein written.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On _____, 201 ____, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of the Town of Vineyard, a Utah municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT E
EASEMENT DEED

**LEGAL DESCRIPTION OF VINEYARD PROPERTY
TO BE ATTACHED**

EXHIBIT F

**BILL OF SALE
VINEYARD TO UPRR FOR VINEYARD TRACKAGE**

TOWN OF VINEYARD, a Utah municipal corporation ("Seller"), for and in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby sell, grant, transfer and deliver unto **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation with its principal place of business being 1400 Douglas Street, Omaha, Nebraska 68179 ("Buyer"), its successors and assigns, the following described personal property, to-wit:

[Description of Vineyard Trackage] which is more particularly described and shown on **Exhibit A**, attached hereto and made a part hereof.

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE BUYER IS PURCHASING THE PERSONAL PROPERTY DESCRIBED ABOVE (HEREINAFTER THE "PROPERTY") ON AN "AS IS" AND "WHERE IS" BASIS WITH ALL FAULTS.

Seller represents and warrants: (1) that Seller has good, sufficient and marketable title in and to, and is the sole owner of, the Property; (2) that Seller has authority to sell and convey the Property without breach of any other agreement; (3) that the Property is free and clear of all liens and encumbrances, and that no person or entity has or claims any security interest or lien in or to the Property including, but not limited to, any mortgage, deed of trust, pledge or assignment; (4) that there are no mechanic's or materialmen's liens of any kind or nature existing against the Property and that no work has been done on the Property or material furnished therewith that has not been paid for that would be the basis of any mechanic's or materialmen's liens to be enforced against the Property and (5) that it will defend title to and sale of the Property unto the Buyer against any claims and demands of all and every person, persons or entity whatsoever.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed as of the ____ day of _____, 201__.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____

Name: _____

Title: _____

EXHIBIT A TO EXHIBIT F
BILL OF SALE

**DESCRIPTION AND PRINT SHOWING LOCATION
OF VINEYARD TRACKAGE**

EXHIBIT G**QUITCLAIM DEED
FROM UP TO VINEYARD FOR UPRR PROPERTY****RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Town of Vineyard
 Attn: _____
 240 East Gammon Road
 Vineyard, Utah 84058

Space Above Line for Recorder's Use Only

2463-28

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **TOWN OF VINEYARD**, a Utah municipal corporation, whose post office address is 240 East Gammon, Vineyard, Utah 84058 ("Grantee"), its successors and assigns, forever, all its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in the County of Utah, State of Utah, more particularly described in **Exhibit A** and **Exhibit A-1** attached hereto and hereby made a part hereof (collectively, the "Property"). This Quitclaim of the Property includes all rights in after-acquired title to the Property. Grantor and Grantee acknowledge that the portion of the Property described in **Exhibit A-1** is a portion of Grantor's federally granted railroad right of way, and that the proposed sale will be made pursuant to the provisions of 43 U.S.C. § 913, which authorizes the transfer of a portion of such right of way to certain governmental entities for use as a public highway or street.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, the following:

- (i) All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered under the portion of the Property described in **Exhibit A**, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of

said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property or to interfere with the use thereof by Grantee, its successors or assigns.

(ii) Exclusive to the extent permitted by applicable law, exclusive PERPETUAL UNDERGROUND EASEMENTS ten feet (10') in width measured from the centerline of the Fiber Optics Improvements (as defined below), in, under and across a portion of the Property ("Fiber Optics Easement Property"), in which areas Grantor (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optics Improvements"). Grantor does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Property, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed on the Fiber Optics Easement Property shall remain the personal property of Grantor (or the grantee under any applicable agreement). Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Fiber Optics Easement Property. No permanent building or structure and no material or obstruction of any kind or character shall be stored or maintained on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of the grantee under the applicable agreement.

Notwithstanding the foregoing reservation of easements and rights, Grantee shall have the right to construct roadways, paths, walkways, parking, landscaping (excluding trees or shrubs over the Fiber Optics Easement Property), and fences (so long as they do not obstruct access to the Fiber Optics Easement Property) over the surface of the Fiber Optics Easement Property, subject to the approval of Grantor and the grantee under the applicable fiber agreement, which approval will not be unreasonably withheld or delayed. Grantee or its assigns will notify Grantor and the grantee under the applicable fiber agreement of any proposed surface improvements at least thirty (30) days prior to any construction. If Grantor or the grantee under any applicable fiber agreement fail to object to any such surface improvements within the 30-day period, then they shall be deemed approved. To the extent that any user of the Fiber Optics Easement Property causes damage to any such surface improvements, the party causing such damage will repair the surface improvements to the condition existing prior to the disturbance. **[NOTE: Fiber reservation with respect to the 1875 Act of Congress ROW under review by UPRR.]**

The Property is quitclaimed by Grantor to the Grantee subject to the following covenant, condition and restriction which the Grantee by the acceptance of this Quitclaim Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. Grantee, its successors and assigns, may use the Property for industrial, office, and retail-oriented commercial business (for example, shopping center, restaurant) purposes only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (A) residential, (B) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (C) cultural, educational, recreational or child-care facilities (including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks).

The foregoing covenant, condition and restriction shall run with the Property, the burden of which will be binding on the successors and assigns of Grantee, and the benefits of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the ____ day of _____, 201__.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Title: _____

(Seal)

Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this _____ day of _____, 201__.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of the Town of Vineyard, a Utah municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO EXHIBIT G
QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY
(Fee)
TO BE ATTACHED

EXHIBIT A-1 TO EXHIBIT G
QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY
(1875 Act of Congress Grant)
TO BE ATTACHED

EXHIBIT H

**ASSIGNMENT AND ASSUMPTION AGREEMENT
UPRR TO VINEYARD**

FOR VALUE RECEIVED, **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to **TOWN OF VINEYARD**, a Utah municipal corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described in **Exhibit A**, which Licenses are listed in **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 201__.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Name: _____
Title: _____

**TOWN OF VINEYARD, a Utah municipal
corporation**

By: _____
Name: _____
Title: _____

EXHIBIT A TO EXHIBIT H

**LEGAL DESCRIPTION OF UPRR PROPERTY
TO BE ATTACHED**

EXHIBIT B TO EXHIBIT H

**LIST OF LICENSES AFFECTING
THE UPRR PROPERTY TO BE ASSIGNED**

EXHIBIT I

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(VINEYARD TO UPRR)**

FOR VALUE RECEIVED, **TOWN OF VINEYARD**, a Utah municipal corporation ("Assignor"), ASSIGNS AND TRANSFERS to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on **Exhibit A**, which Licenses are listed on **Exhibit B**.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 201__.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____
Name: _____
Title: _____

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A TO EXHIBIT I

**LEGAL DESCRIPTION OF VINEYARD PROPERTY
TO BE ATTACHED**

EXHIBIT B TO EXHIBIT I

**LIST OF LICENSES AFFECTING THE
VINEYARD PROPERTY TO BE ASSIGNED**

EXHIBIT J**CERTIFICATION OF NON-FOREIGN STATUS**

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferees, **TOWN OF VINEYARD**, a Utah municipal corporation, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferees if it becomes a foreign person at any time during the three-year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferees and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Title: _____
Date: _____

EXHIBIT K

**QUITCLAIM DEED FROM VINEYARD TO UPRR
FOR VINEYARD TRACKAGE**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

UNION PACIFIC RAILROAD COMPANY
ATTN: Assistant Vice President-Real Estate
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

Space Above Line For Recorder's Use Only

(Real Estate File Folder)

TRACKAGE QUITCLAIM DEED

TOWN OF VINEYARD, a Utah municipal corporation, whose address is 240 East Gammon, Vineyard, Utah 84058, "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, "Grantee", its successors and assigns, all of Grantor's right, title, interest, estate, claim and demand both at law and in equity of, in and to the railroad trackage and appurtenances thereto only (hereinafter the "Trackage") situated in Orem, Utah County, State of Utah, as such Trackage is located on property more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 201_.

TOWN OF VINEYARD, a Utah municipal corporation

By: _____
Name: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of Town of Vineyard, a Utah municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO
TRACKAGE QUITCLAIM DEED

**LEGAL DESCRIPTION OF PROPERTY UPON WHICH
THE TRACKAGE IS LOCATED**

EXHIBIT L

FORM OF EASEMENT ASSIGNMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

ATTN: _____

MAIL TAX STATEMENTS TO:

ATTN: _____

Space Above Line for Recorder's Use Only

2463-28

ASSIGNMENT OF EASEMENT RIGHTS

THIS ASSIGNMENT OF EASEMENT RIGHTS (this "Assignment") is made as of the ____ day of _____, 201_ (the "Effective Date") by and between TOWN OF VINEYARD, a municipal corporation of the State of Utah ("Assignor") and _____, a _____ ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Property Exchange Agreement dated as of _____, 201_.

B. Pursuant to the terms of such Property Exchange Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights and obligations under that certain _____ by and between Assignor and _____, dated as of _____, 201_ and recorded with the office of the Clerk and Recorder for Utah County, Utah ("Clerk and Recorder's Office") as Entry No. _____ (the "Easement Agreement"), encumbering that certain real property legally described and depicted on Exhibit A attached hereto and made apart hereof (the "Easement Area").

AGREEMENT

For and in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally grants, transfers, conveys, bargains, sells, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Easement Area in order to expressly confer upon Assignee all of the benefits and burdens of a successor, assignee or nominee of Assignor under the Easement Agreement.

2. Assumption. Assignee hereby accepts and assumes the rights and obligations of Assignor under the Easement Agreement that arise, accrue or are otherwise attributable to periods from and after the Effective Date.

3. Entire Agreement. This Assignment constitutes the entire agreement of the parties hereto pertaining to the subject matter, and supersedes all prior or contemporaneous agreements, undertakings and understandings of the parties in connection with the subject matter hereof.

4. Captions. The headings of the sections and paragraphs of this Assignment are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Utah.

6. Severability. If any provisions of this Assignment shall be held in valid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provisions of this Assignment, and there shall be substituted for the affected provisions a valid and enforceable provision as similar as possible to the affected provision.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed and original but together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Assignor:

TOWN OF VINEYARD, a Utah municipal corporation

By: _____

Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of Town of Vineyard, a Utah municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

EXHIBIT A TO
ASSIGNMENT OF EASEMENT RIGHTS

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

Document comparison by Workshare Compare on Wednesday, July 06, 2016
2:30:15 PM

Input:	
Document 1 ID	PowerDocs://DEN/80382/5
Description	DEN-#80382-v5-UP/_Town_of_Vineyard_PSA
Document 2 ID	PowerDocs://DEN/80382/6
Description	DEN-#80382-v6-UP/_Town_of_Vineyard_PSA
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	41
Deletions	39
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	80