



**NOTICE OF A WORK SESSION AND REGULAR
MEETING OF THE VINEYARD TOWN COUNCIL
October 26, 2016 at 6:00 PM**

Public Notice is hereby given that the Vineyard Town Council will hold a Work Session and Regular Meeting at 6:00 pm, on Wednesday, October 26, 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

1. CALL TO ORDER

2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

3. OPEN SESSION – Citizens’ Comments

(15 minutes)

*“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.*

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

5. MONTHLY BUILDING ACTIVITY REPORT – Building Official George Reid

6. COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

Tyce Flake – Mayor Pro-tem – October - December

- ULCT Legislative Policy Committee

Nate Riley – Mayor Pro-tem – January - March

- Economic Advisory Committee
- Utah Lake Technical Committee
- Heritage Commission

Julie Fullmer – Mayor Pro-tem – April - June

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

Dale Goodman – Mayor Pro-tem – July - September

- Timpanogos Special Service District - Board Member

7. MAYOR’S REPORT

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

8. STAFF REPORTS

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

9. DISCUSSION

- 9.1 How to set up committees
- 9.2 Street Lighting Committee
- 9.3 City Administration

10. 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.

<i>Item</i>	<i>Requested By</i>
• 2017 Town Council Meeting Schedule	Town Clerk/Recorder Pamela Spencer
• Site plan, landscaping and architectural standards for commercial development on the potential Walmart site	Councilmember Julie Fullmer
• Library and potential sites	Councilmember Julie Fullmer
• 400 South completion	Councilmember Julie Fullmer

Items already discussed for future agendas, dates to be determined by staff:

• Budget Amendment	Town Clerk/Recorder & Finance Director Jacob McHargue
○ Public Hearing tentatively scheduled for 11/9	
• Board of Adjustments/Hearing Officer	Community Development Director Morgan Brim
• Geneva Road Access Management Plan	Public Work Director/Engineer Don Overson
• CWP Water Contracts	Public Work Director/Engineer Don Overson
• CWP/Orem/Vineyard Storage Plan Study	Public Work Director/Engineer Don Overson
• Zoning Map	Community Development Director Morgan Brim
• Traffic Warrant Study	Public Work Director/Engineer Don Overson
• Reroofing of the main pavilion	Public Work Director/Engineer Don Overson

- *OHV/ATV use within Town Limits* *Deputy Sheriff Collin Gordon*
 - *tentatively scheduled for discussion on 11/9*
- *Weapons/Firearms Discharge and Hunting within the Town Limits* *Deputy Sheriff Collin Gordon*
 - *tentatively scheduled for discussion on 11/9*

REGULAR SESSION

11. CONSENT ITEMS

- a) Approval of the October 12, 2016 meeting minutes

12. BUSINESS ITEMS

If there will be a cost to the town, project and event requests must be submitted with a fiscal impact analysis or report and cover sheet.

12.1 DISCUSSION AND ACTION – Amended Union Pacific Rail Spur Agreement

(15 minutes)

Town Attorney David Church will present the amended agreement with Union Pacific for the removal of the rail spur. The mayor and Town Council will take appropriate action.

12.2 DISCUSSION AND ACTION – New Logo

(15 minutes)

The mayor and Town Council will discuss with staff the look of the new logo that was approved at the Town Council meeting on September 28, 2016. The mayor and Town Council will take appropriate action.

12.3 DISCUSSION AND ACTION – Sewer System Management Plan

(15 minutes)

Water/Sewer Operator Sullivan Love will present the Sewer System Management Plan. The mayor and Town Council will take appropriate action.

13. 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

14. ADJOURNMENT

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

The next regularly scheduled meeting is November 9, 2016.

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: October 25, 2016

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, TOWN CLERK/RECORDER



VINEYARD TOWN COUNCIL STAFF REPORT

Date: 10.26.2016

Agenda Item: 9.3 City Administration

From: Julie Fullmer

Department: N/A

Subject: City Administration

Recommendation: To have all staff report to one person, who is a department head, who works in the City on a daily basis. This person would have oversight of all the departments. This person would report to the Council, and the Council members would report to the Mayor & Council. Either to just make the adjustment within staff or to hire a position. I believe if it stays in office it should be someone who is mostly filling the role.

Background/Discussion:

Staff has been discussing moving in this direction with the Mayor, and we have discussed this at several prior meetings—including the last council meeting where we decided to put it on the Agenda.

Alternatives:

In office or Hiring, etc.

Fiscal Impact:

See attachment by Finance Department

Attachments

Comparison Analysis

City	Preferred Title	Min Range	Max Range
SANTAQUIN	CITY MANAGER	\$ 80,529.00	\$ 120,341.00
MAPLETON	CITY ADMINISTRATOR	\$ 94,779.78	\$ 105,877.41
PAYSON	CITY MANAGER	\$ 92,300.00	\$ 138,257.00
EAGLE MOUNTAIN	CITY ADMINISTRATOR	\$ 91,289.00	\$ 134,539.00
CEDAR HILLS	CITY MANAGER/CITY ENGINEER	\$ 92,344.00	\$ 115,430.00
LINDON	City Administrator	\$ 91,270.00	\$ 136,656.00
SARATOGA SPRINGS	CITY MANAGER	\$ 85,971.00	\$ 126,206.00
SPANISH FORK	City Manager	\$ 99,552.00	\$ 149,328.00
AMERICAN FORK	City Administrator	\$ 111,713.00	\$ 161,984.00
SPRINGVILLE	CITY ADMINISTRATOR	\$ 89,610.17	\$ 135,852.02
PLEASANT GROVE	CITY ADMINISTRATOR	\$ -	\$ -
LEHI	CITYADMINISTRATOR	\$ 98,501.32	\$ 147,751.98
PROVO	CHIEF ADMINISTRATIVE OFFICER	\$ 114,013.00	\$ 159,618.00
OREM	CITY MANAGER	\$ 114,411.00	\$ 171,616.00
Average		\$ 89,734.52	\$ 128,818.31

Actual

\$ 97,305.00

\$ 94,779.78

\$ 104,832.00

\$ 115,357.00

\$ 138,516.00

\$ 116,729.00

\$ 121,500.00

\$ 129,314.00

\$ 131,329.12

\$ 132,185.90

\$ 134,832.00

\$ 135,806.74

\$ 148,468.00

\$ 159,011.00

\$ 125,711.82

PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement (this "Agreement") is entered into this _____ day of _____, 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

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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) 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

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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 shall reimburse Vineyard the Vineyard Property Purchase Price at Closing.

(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

(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 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

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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, 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 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

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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 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

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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.

(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 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

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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 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.

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(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 (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

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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 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 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

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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. and Heber Rentals, LC v. Union Pacific Railroad Company, Case No. 2:15-cv-00347-TC, United States District Court, District of Utah, Central Division (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 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 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

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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.

(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

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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;

(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

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(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:

(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;

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- (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;
- (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);

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- (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 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

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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.

(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

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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 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

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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.

Section 26. Eminent Domain.

Vineyard represents that, in the absence of this Agreement, it would institute eminent domain proceedings to acquire the Provo Lead ROW. The parties further acknowledge that UPRR intends to treat its transfers of property interests under this Agreement as made under imminent threat of condemnation pursuant to Section 1033 of the Internal Revenue Code of 1986, as amended.

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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)

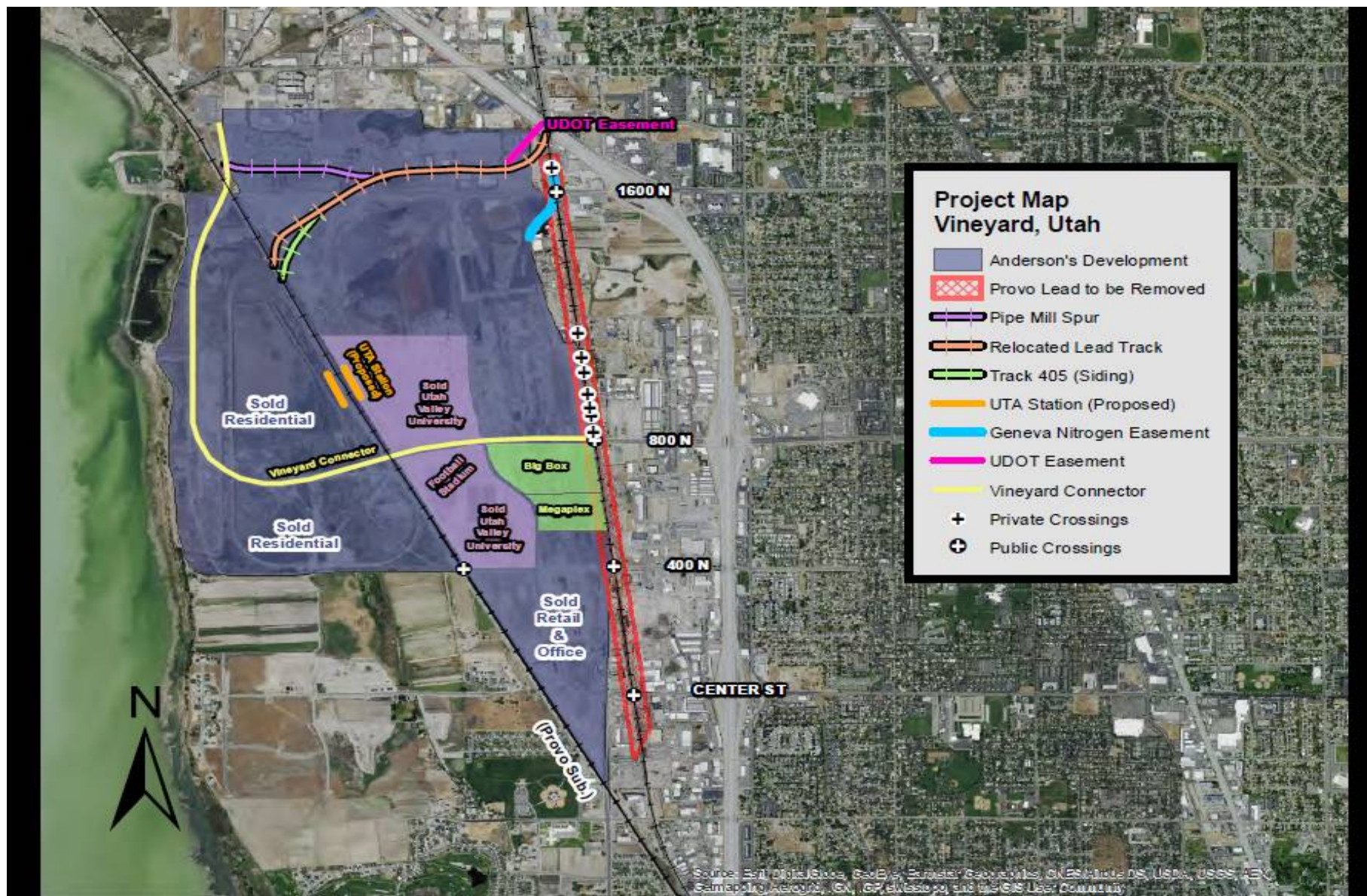


EXHIBIT A-1

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

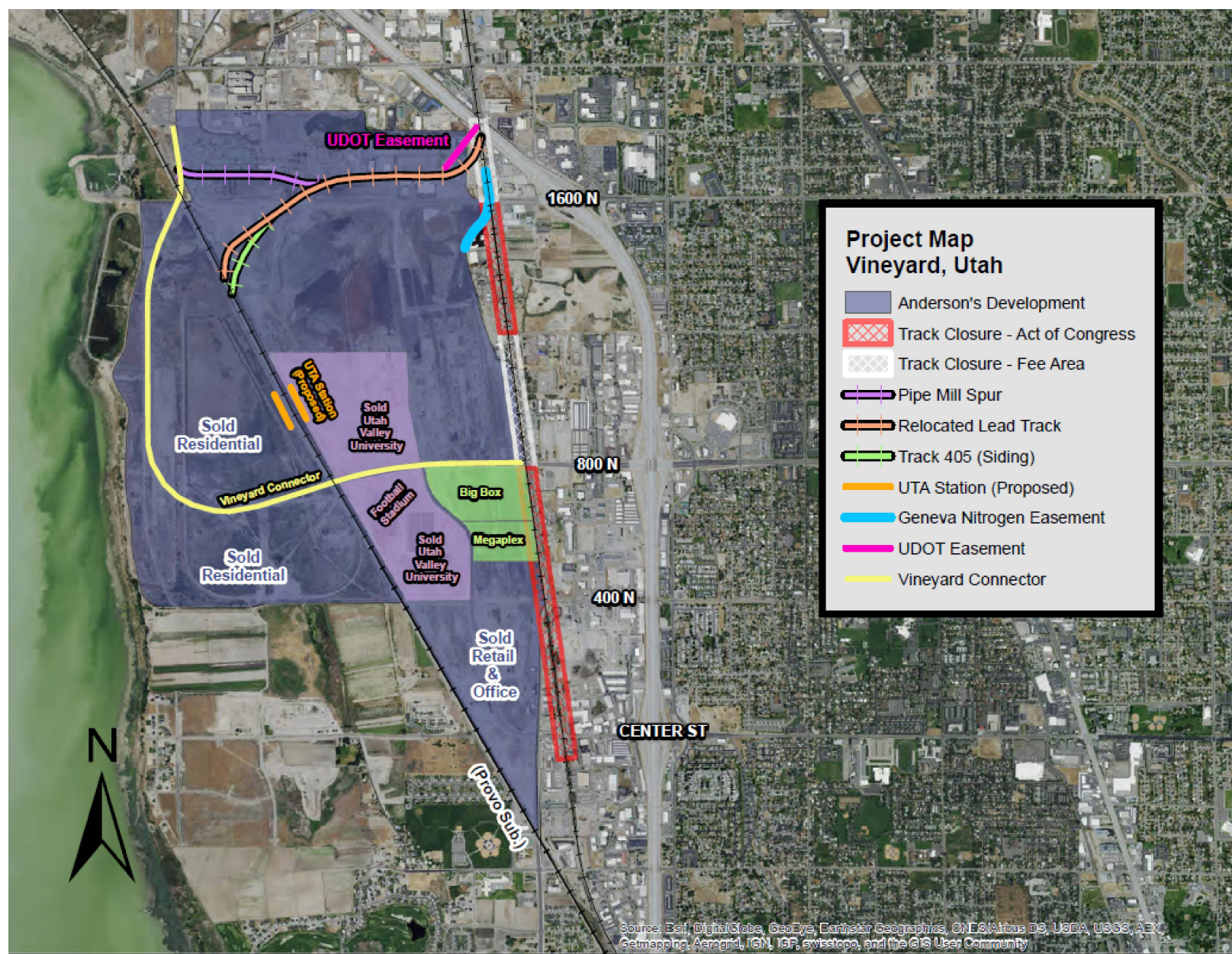


EXHIBIT B

**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

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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

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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) 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. **I**

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

(Seal)

By: _____
Title: _____

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)

Assignee:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On _____, 201__, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of _____, a _____, 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 Professional on Thursday, October 20, 2016 12:43:24 PM

Input:	
Document 1 ID	PowerDocs://DEN/80382/6
Description	DEN-#80382-v6-UP/_Town_of_Vineyard_PSA
Document 2 ID	PowerDocs://DEN/80382/7
Description	DEN-#80382-v7-UP/_Town_of_Vineyard_PSA
Rendering set	Standard

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

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	Count
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Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	14

Vineyard

Sanitary Sewer Management Plan

Introduction

Vineyard is a public entity established in Utah under the Utah State Code. Vineyard was established in 1989 and provides sewage collection for the residents of Vineyard. This Sewer System Management Plan (SSMP) manual has been established to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent sanitary sewer overflows (SSOs), as well as minimize impacts of any SSOs that occur. The Management for this entity recognizes the responsibility it has to operate the sewer system in an environmentally and fiscally responsible manner. As such, this manual will cover aspects of the collection system program necessary to provide such an operation. This manual may refer to other programs or ordinances and by reference may incorporate these programs into this manual.

Definitions

The following definitions are to be used in conjunction with those found in Utah Administrative Code R317. The following terms have the meaning as set forth:

- (1) "BMP" means "best management practice".
- (2) "CCTV" means "closed circuit television".
- (3) "CIP" means a "Capital Improvement Plan".
- (4) "DWQ" means "the Utah Division of Water Quality".
- (5) "FOG" means "fats, oils and grease". This is also referred to as a Grease Oil and Sand Program(GOSI).
- (6) "I/I" means "infiltration and inflow".

- (7) "Permittee" means a federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system or who is in direct responsible charge for operation and maintenance of the sewer collection system. When two separate federal or state agency, municipality, county, district, and other political subdivision of the state are interconnected, each shall be considered a separate Permittee.
- (8) "SECAP" means "System Evaluation and Capacity Assurance Plan".
- (9) "Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.
- (10) "SORP" means "Sewer Overflow Response Plan"
- (11) "SSMP" means "Sewer System Management Plan".
- (12) "SSO" means "sanitary sewer overflow", the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system.
- (13) "Class 1 SSO" (Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that:
 - (a) affects more than five private structures;
 - (b) affects one or more public, commercial or industrial structure(s);
 - (c) may result in a public health risk to the general public;
 - (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
 - (e) discharges to Waters of the State of Utah.

(14) "Class 2 SSO" (Non Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

(15) "USMP" means the "Utah Sewer Management Program".

General SSO Requirements

The following general requirements for SSO's are stipulated in R317-801 and are included here as general information.

- 1) The permittee shall take all feasible steps to eliminate SSOs to include:*
 - (a) Properly managing, operating, and maintaining all parts of the sewer collection system;*
 - (b) training system operators;*
 - (c) allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and,*
 - (d) providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.*
- (2) SSOs shall be reported in accordance with the requirements below.*
- (3) When an SSO occurs, the permittee shall take all feasible steps to:*
 - (a) control, contain, or limit the volume of untreated or partially treated wastewater discharged;*
 - (b) terminate the discharge;*
 - (c) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water; and,*
 - (d) mitigate the impacts of the SSO.*

SSO Reporting Requirements

R317-801 stipulates when and how SSO's are reported. Following are those reporting requirements as of October 1, 2016.

SSO REPORTING. SSOs shall be reported as follows:

(1) A Class 1 SSO shall be reported orally within 24 hrs and with a written report submitted to the DWQ within five calendar days. Class 1 SSO's shall be included in the annual USMP report.

(2) Class 2 SSOs shall be reported on an annual basis in the USMP annual report.

ANNUAL REPORT. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

Sewer Use Ordinance

Vineyard has a sewer ordinance that has been adopted by the governing body. This ordinance contains most of the items required by Utah State Code R317-801, however, the ordinance is under review and will be adjusted to include all the required elements of the above referenced code.

The following elements are included in this SSMP:

- General Information
- Operations and Maintenance Program
- Sewer Design Standards
- Sanitary Sewer Overflow Response Plan
- Grease, Oil and Sand Interceptor Management Program
- System Evaluation and Capacity Assurance Plan
- SSMP Monitoring and Measurement Plan
- Sewer System Mapping Program
- Basement Backup Program

This program is intended to be a guidance document and is not intended to be part of a regulatory requirement. As such, failure to strictly comply with documentation requirements is, in and of themselves, not a failure of the program's effectiveness. Documentation failures are intended to be identified during system self-audits and will be addressed as training opportunities. Significant system failures will be followed up with corrective action plans. This corrective action process will be implemented by all individuals involved in the SSMP program. Not all Vineyard employees will necessarily be involved in the collection system operations. As such, not all employees will receive program training. Finally, although not a part of this SSMP program, Vineyard is an active participant in the Blue Stakes of Utah Utility Notification system. This system, regulated under title 54-8A of the Utah State Code, stipulates utility notification of all underground operators when excavation takes place. The intent of this regulation is to minimize damage to underground facilities. Vineyard has a responsibility to mark their underground sewer facilities when notified an excavation is going to take place. Participation in the Blue Stakes program further enhances the protection of the collection system and reduces SSO's.

SSMP – General Information

This Sanitary Sewer Management Plan was adopted by the Vineyard Council on _____.

The responsible representative(s), position and phone number for the Town of Vineyard with regard to this SSMP are

Randy Farnworth	Mayor	801.226.1929
Don Overson	Town Engineer/Public Works Director	385.215.4060
G. Sullivan Love	Wastewater System Manager	801.376.0419
Rick Perea	Public Works Inspector	801.520.6982
Jacob Terry	Public Works Technician	208.226.4622
Blair Blonquist	T.S.S.D. Pretreatment Coordinator	801.763.5929
	Orem City Pretreatment Coordinator	801.229.7491

Description of Roles and Responsibilities

The following positions have the described responsibility for implementation and management of the specific measures as described in the SSMP.

Mayor

This individual coordinates effort with the Council and the Town Engineer/Public Works Director.

Town Engineer/Public Works Director

This individual is responsible for overall management of the sanitary sewer management plan. Responsibilities include working with governance to assure sufficient budget is allocated to implement the SSMP, development of a capital improvement program, development of the collection system design standards and general supervision of all staff.

Wastewater System Manager

This individual is responsible for daily implementation of the SSMP. This includes maintenance activities, review of system improvements, compliance with SORP requirements, monitoring and measurement reporting requirements, and maintenance of the SSMP documentation.

Public Works Inspector

This individual is responsible to ensure proper installation of wastewater system improvements, in cooperation with the Public Works Director, the Wastewater System Manager and others.

Public Works Technician

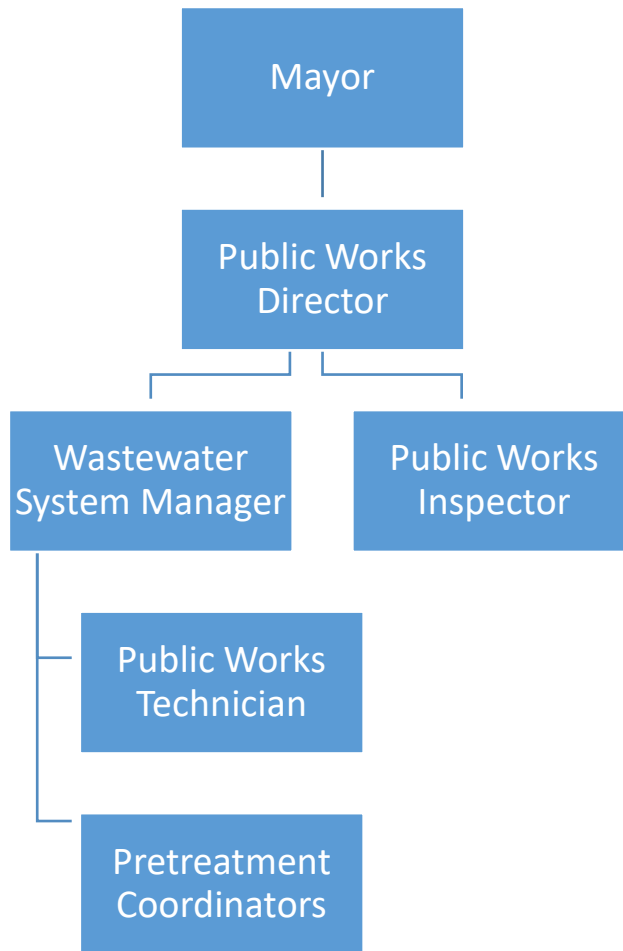
This individual is responsible for the maintenance of the collection system. He coordinates maintenance activities between the Wastewater Manager and Public Works Crews. He investigates, inspects, and maintains the sewer system. His activities are reported back to the Wastewater Manager and the Town Engineer/Public Works Director.

Pretreatment Coordinators

These individuals are responsible for the implementation of the pretreatment program, including the fats, oil and grease program. Wastewater treatment is provided by both Timpanogos Special Services District and Orem City. Each of these entities is responsible for the pretreatment program respective to their service area.

Organization Chart

Below is the organization chart associated with the SSMP:



Vineyard

Operations and Maintenance Program

Vineyard has established this sanitary sewer system operations and maintenance program to ensure proper system operations, to minimize any basement backups or SSOs, and to provide for replacement, refurbishment, or repair of damaged or deteriorated piping systems. The combined maintenance program should insure that the environment and health of the public are protected at a reasonable cost for the end users. To this end, the following areas are described and included in this maintenance program:

- System Mapping
- System Cleaning
- System CCTV Inspection
- Pump Station/Pressure Lines Inspection
- Manhole Inspection
- Defect Reporting
- Damage Assessment

System Mapping

An up to date map is essential for effective system operations. Vineyard has been and is currently gathering information and has retained Gateway Mapping to assist in preparing and creating a GIS map of the wastewater collection system. Vineyard has a digital copy of the as-built installations of the wastewater collection system, including the lift stations. These plans are available on the Vineyard's computer system.

Should any employee identify an error in the mapping, they should document the error on a defect report and give it to the Town Engineer.

System Cleaning

Sanitary sewer system cleaning is accomplished through various means and methods. Vineyard has established a goal to clean the entire system every five years. Based on experience over the past 20 years, this frequency significantly reduces the number of basement backups, controls grease problems and flushes any bellies in the system. In addition, Vineyard has a listing of identified hot spots which are maintained at a higher frequency. Systems which may have roots are mechanically rodded or hydraulically cut out. In areas where abnormal amounts of grease are found, the main lines are hydraulically

flushed with a combo flushing/vacuum jet truck. The following methods are employed to provide system cleaning:

Hydraulic Cleaning
Mechanical Rodding.
Chemical Root Control
Chemical FOG Control

Cleaning records are maintained at Vineyard's public works office, currently located at 240 East Gammon Rd. Contractors are required to provide cleaning records associated with their work. Cleaning history may also be entered into the GIS; however, this is not always necessary. Should the cleaning process identify a serious defect, the problem should be reported on a Defect Report Form. The Wastewater System Manager should be given the defect reports to coordinate further action with the Town Engineer/Public Works Director. The defect report should be specific as to location and type of problem. A copy of the Defect Report Form is included at the end of this narrative section. A summary of cleaning activities shall be prepared annually by the System Manager or designee.

This summary will normally be presented to the Town Engineer/Public Works Director.

System CCTV Inspection

Closed Circuit TV inspections of the sanitary sewer system are used to assess pipe condition and identify problems or possible future failures which need current attention. The CCTV process also identifies the piping condition to allow for replacement prior to failure. Generally Vineyard will conduct CCTV inspection with a contractor. Inspections of the system will occur whenever determined necessary by staff. This inspection frequency is based on the pipe aging process. As such, once the system has been inspected completely, change usually occurs gradually. CCTV will also be employed when a systems operation or capacity is questioned or when an SSO occurs. Any defects identified during the CCTV process should be reported on a Defect Report Form and the form should be given to the Town Engineer/Public Works director for possible repairs. Documentation of CCTV activities will be maintained at Vineyard offices. When contractors are employed to inspect the sanitary sewer system they will be required to submit records for their work. The System Manager will prepare an annual summary of CCTV completed for that calendar year.

Pump Station/Pressure Line Inspection

Staff inspects each pump station 3 – 4 times a week for correct operations. Included in this inspection is a visual observation of the pressure line alignment in order to insure there are no leaks. Vineyard is currently developing a Supervisory Control And Data Acquisition (SCADA) system to allow for remote monitoring. Operators inspecting the

pump stations will complete the included Pump Station Inspection Form. Should a problem be encountered that cannot be corrected during the inspection, a Defect Report Form should be completed and the form given to the System Manager. If the defect has the potential to cause a sanitary sewer overflow, immediate action should be taken to insure no overflow occurs. During the inspection of the pressure sewer alignment, operators should be looking for unusual puddling. If a potential leak is identified a Defect Report should be completed and given to the System Manager for further action. An evaluation will be made to determine if there is an actual leak and appropriate action taken.

Manhole Inspection

Vineyard schedules annual inspections of the sanitary sewer manholes (M/H). The M/H inspection involves the identification of foreign objects and surcharging that may be present. Crews inspecting the manholes will be given maps by the System Manager who will monitor the progress and completeness of the inspection process. When a potential defect is identified the manhole should be flagged. Flagged manholes should be checked by an operator within several days to determine further action. If, during the inspection process, the inspection crew believes a problem is imminent, they should immediately cease inspecting and inform the System Manager of the problem. A cleaning crew should be dispatched immediately to ensure correct system operations. All inspection records should be retained for documentation of work performed.

Defect Reporting

Defect Reports generated through the cleaning, CCTV inspection, pump station inspection or manhole inspection programs will be prioritized for correction by the Town Engineer/Public Works Director with input from the System Manager. Any defects which have the potential for catastrophic failure and thus create a sanitary sewer overflow should be evaluated immediately and discussed with the Town Engineer/Public Works Director for repair. Repair methods may include:

- Spot Excavation Repairs
- Spot Band Repairs
- Segment Excavation Replacements
- Segment Lining
- Manhole Rehabilitation

When a defect is not flagged for immediate repair, it should be considered for placement on the "hot spot" list. This will allow for vigilant maintenance to ensure failure and a subsequent sanitary sewer overflow do not take place. Defect reports should be used in the Budget process to determine what financial allocation should be made in the next

Budget year. The System Manager should include outstanding defects in the annual report.

Collection System Damage

Collection damage may occur as a result of multiple factors, some identified as a result of inspection activities and some identified as a result of damage by third parties such as contractors.

Damage Identification

The identification of system damage which may result in an SSO or basement backup is important to prevent environmental, public health, or economic harm. Identification of damage may be from either internal activities or external activities.

Internal activities which may result in the identification of damage include the following:

1. Collections Maintenance Activities
2. CCTV Inspection Activities
3. Manhole Inspection Activities

These three activities are discussed in this Maintenance Program and the identification of damage will result in the generation of a Defect Report. Generally, damage identification is an iterative and continuous process.

External activities which identify damages include:

1. Contractor Notification of Damage
2. Directional Drilling Notification of Damage
3. Public Damage Complaints

All three of these notifications generally require immediate response. Staff should respond and evaluate the seriousness of the damage and the effect on the environment. Damages which include a release to the environment should be handled in accordance with the SORP. Damages which cause a basement backup should trigger the Basement Backup program. Damages which remain in the trench should be de minimus and do not require more action than the repair of the damage.

Whatever the cause of collection system damage, the response should be expeditious to prevent environmental or economic harm. Vineyard staff should consider all damages an emergency until it is shown by inspection to be a lower priority.

Damage Response Actions

When damages occur in the collection system, the following actions help define the path staff should take. These action plans are not inclusive of all options available but are indicative of the types of response that may be taken.

Stable Damage

Inspection activities may show a system damage which has been there for an extended period of time. Such damage may not require immediate action but may be postponed for a period of time. When stable damage is identified and not acted upon immediately, a defect report should be prepared. If such a defect is identified and repaired immediately, a defect report is not needed. An example of stable damage could be a major crack in a pipeline or a severely misaligned lateral connection where infiltration is occurring.

Unstable Damage

Unstable damage is damage which has a high likely hood that failure will occur in the near future. Such damage may be a broken pipe with exposed soil or a line which has complete crown corrosion. In these cases, action should be taken as soon as there is a time, a contractor, materials and other necessary resources available. When such unstable damage is identified, if possible, consideration should be given to trenchless repairs which may be able to be completed quicker than standard excavation. Immediately after identification the Manager should be contacted to review and take care of budget considerations.

Immediate Damage

When a contractor or others damage a collection line such that the line is no longer capable of functioning as a sewer, this immediate damage must be handled expeditiously. Such damage allows untreated wastewater to pool in the excavation site, spill into the environment or possibly backup into a basement. Under such conditions priority should be given to an immediate repair. Since excavation damage may be a result of contractor negligence or it could be a failure of Vineyard to adequately protect the line by appropriately following the Damages to Underground Utilities Statute 54-

8A, priority should be given to effecting a repair and not to determining the eventual responsible party.

As can be determined from the above action plans, priority should always be preventing SSO's and attendant environmental damage, to prevent basement backups and financial impacts, and to prevent public health issues.

Vineyard
Sanitary Sewer System Defect Report

Date: _____

Time: _____

Location of Defect:

Identified by:

Description of Defect:

Urgency of Needed Corrective Action:

Immediate Action Required: ☐

Repair or Correct Soon: ☐

Problem Stable: ☐

No Immediate Action Needed: ☐

Recommended Remedial Action:

Vineyard

Sewer Design Standards

Sanitary Sewer design standards for Vineyard are contained within the Vineyard Design Criteria for Public Improvements and can be found on their website at <http://www.vineyard.utah.gov/standards-and-specifications.htm> . These design standards are intended to be used in conjunction with Utah Administrative Code R317-3. Where a conflict exists between these two standards, the Administrative Code shall prevail.

Vineyard

Sanitary Sewer Overflow Action Plan

Whenever sanitary sewage leave the confines of the piping system, immediate action is necessary to prevent environmental, public health or financial damage from occurring. In addition, quick action is normally needed to mitigate damage which may have already occurred. For the purpose of this section, the following are part of the emergency action plan.

1. Basement backups
2. Sanitary sewer overflows
3. Sanitary sewer breaks
which remain in the trench
4. Sewer lateral backups

All of the above conditions are likely to cause some damage. Each should be treated as an emergency, and corrective actions taken in accordance with Vineyard directions. Items 1 & 2 above should be reported immediately based on whether they constitute a Class 1 or Class 2 SSO. As stated in the definition section of the SSMP Introduction, a Class 1 SSO is an overflow which:

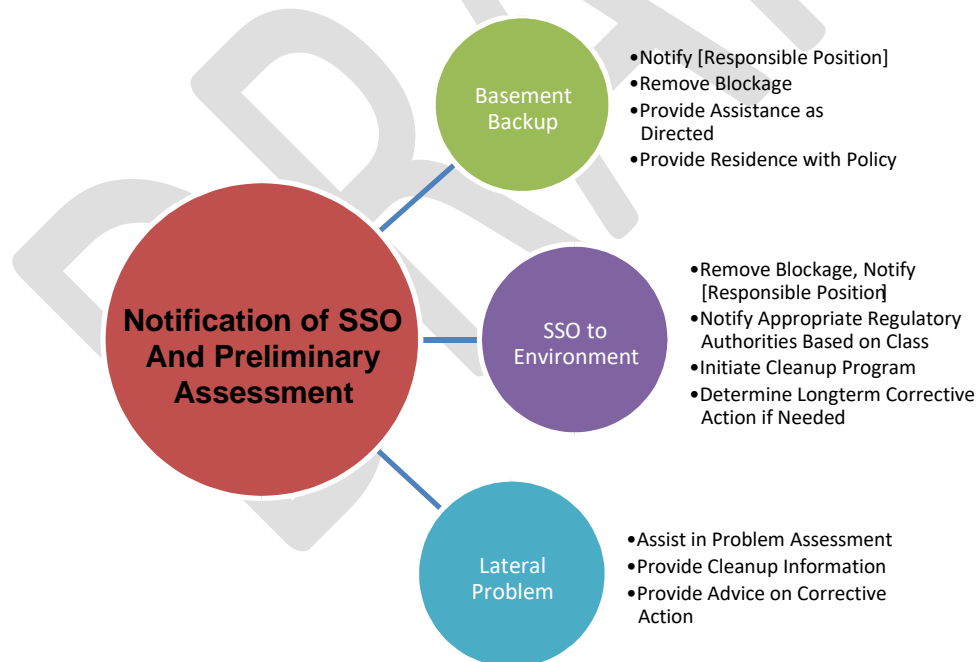
1. affects more than five private structures;
2. affects a public, commercial or industrial structure;
3. results in a significant public health risk;
4. has a spill volume more than 5,000 gallons;
5. or has reached Waters of the State.

All other overflows are Class 2 SSO's. All Class 1 SSO's should be reported immediately. Class 2 SSO's should be documented and reported in the annual SSMP report and included in the Municipal Wastewater Planning Program submitted to the State. Item 3 may be reported to the local health department if, in the opinion of the

responsible staff member there is potential for a public health issue. An example of where a public health issue may be present is when an excavator breaks both a sewer and a water line in the same trench. In such cases, the local health department representatives should be contacted and the situation explained. If the health representative requests further action on the part of Vineyard, staff should try and comply. If, in the opinion of the responsible staff member, the health department request is unreasonable, The Manager should be immediately notified. Care should always be taken to error on the side of protecting public health over financial considerations. When a basement backup occurs, the staff member responding should follow the Basement Backup Program procedures. Lateral backups, while the responsibility of the property owner, should also be treated as serious problems. Care should be taken to provide advice to the property owner in such cases, but the property owner is ultimately the decision maker about what actions should be taken.

Response Activities

There are specific steps that should be followed once a notification is received that an overflow may be occurring. The following figure outlines actions that could be taken when Vineyard receives notice that a possible overflow has or is occurring. The System Manager and the Town Engineer/Public Works Director are the “Responsible Position” to be notified.



General Notification Procedure

When a Class 1 SSO occurs specific notification requirement are needed. In such cases the following Notification procedure should be followed and documented. Failure to comply with notification requirements is a violation of R317-801.

Agency Notification Requirements

Both the State of Utah Division of Water Quality and the local health department should be immediately notified when an overflow is occurring. Others that may require notification include local water suppliers, affected property owners and notification may be required to Utah Division of Emergency Response and Remediation if hazardous materials are involved. The initial notification must be given within 24 hours. However, attempts should be made to notify them as soon as possible so they can observe the problem and the extent of the issue while the problem is happening. A notification form is provided to document notification activities. After an SSO has taken place and the cleanup has been done, a written report of the event should be submitted to the State DEQ within five days (unless waived). This report should be specific and should be inclusive of all work completed. If possible the report should also include a description of follow-up actions such as modeling or problem corrections that has or will take place.

Public Notification

When an SSO occurs and the extent of the overflow is significant and the damage cannot be contained the public may be notified through proper communication channels. Normally the local health department will coordinate such notification. Should Vineyard need to provide notification it could include press releases to the local news agencies, publication in an area paper, and leaflets delivered to home owners or citizens in the area of the SSO. Notification should be sufficient to insure that the public health is protected. When and if Federal laws are passed concerning notification requirements, these legal requirements are incorporated by reference in this document. In general, notification requirements should increase as the extent of the overflow increases.

Overflow Cleanup

When an overflow happens, care should be taken to clean up the environment to the extent feasible based on technology, good science and financial capabilities. Cleanup could include removal of contaminated water and soil saturated with wastewater and toilet paper, disinfection of standing water with environmentally adequate chemicals or partitioning of the affected area from the public until natural soil microbes reduce the hazard. Cleanup is usually specific to the affected area and may differ from season to season. As such, this guide does not include specific details about cleanup. The responsible staff member in conjunction with the State DEQ, the local health department and the owner of real property should direct activities in such a manner that they are all satisfied with the overall outcomes. If, during the cleaning process, the responsible staff member believes the State or the County are requesting excessive actions, the Manager should be contacted.

Corrective Action

All SSO's should be followed up with an analysis as to cause and possible corrective actions. An SSO which is the result of grease or root plug may be placed on the preventative maintenance list for more frequent cleaning. Serious or repetitive plugging problems may require the reconstruction of the sewer lines. An overflow that results from inadequate capacity should be followed by additional system modeling and either flow reduction or capacity increase. If a significant or unusual weather condition caused

flooding which was introduced to the sanitary sewer system incorrectly, the corrective action may include working with other agencies to try and rectify the cross connection from the storm sewer to the sanitary sewer or from home drainage systems and sump pumps. Finally, should a problem be such that it is not anticipated to reoccur, no further action may be needed.

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Vineyard Log of Contact with Other Agencies/People

Location of SSO: _____ Date of SSO: _____

Agency	Phone Number	Contact Made Yes/No	Time	Remarks
Utah DWQ	801-536-4300 or 801-231-1769			
Utah County Health Dept.				
Utah DERR	801-536-4123			
Utah County Sheriff				
City of Orem Fire				
US EPA Region VIII	Consult with DWQ			

Other Contacts:

Contact Made With	Phone Number	Contact Made Yes/No	Time	Remarks

Vineyard

Grease, Oil and Sand Management Program

Purpose:

The purpose of this program is to provide for the control and management of grease, oil and sand discharges to the District collection system. This program will provide a means to reduce interference with the collection system operation and pass through at the treatment plant.

Regulatory Authority:

Regulatory authority to implement this program is found in the Code of Federal Regulations in 40 CFR 403, General Pretreatment Regulations. State authority for the program is given in the Utah Administrative Code R317-8-8, Pretreatment.

Program Implementation:

Currently Vineyard does not have this program implemented. We do coordinate with TSSD and Orem City to ensure their guidelines are followed with regards to their pretreatment programs. This program will be implemented in such a manner as to minimize the impact on businesses which may be affected by this program. In all cases Vineyard will maintain a uniform decision making process. Vineyard will allow for appeals of program requirements in accordance with the appeal process established by Vineyard.

The following steps detail the procedure that Vineyard personnel shall follow in implementing this program.

Evaluation:

Vineyard staff will evaluate an industrial user (IU) discharge to determine if grease, oil or sand management is required at the following events:

1. Issuance of a construction or remodeling building permit.
2. When the collection line in front of the business is CCTV inspected as part of the sanitary sewer system preventative maintenance program.
3. When a downstream sanitary sewer pipeline plugs due to oil, grease or sand.

No further action will be taken if it is determined that no potential exists for significant enrichment of the wastewater with grease, oil or sand.

Enrichment is defined as a discharge with greater volume or concentration of grease, oil or sand than that discharged from a typical residential connection. For oil and grease, the typical residential discharge has less than 100 mg/L of oil and grease for any sample taken. Greater concentrations would be enrichment. Also, a significant buildup of oil and grease in the lateral would indicate enrichment. Sand and dirt is not typically discharged from a residential connection. Any potential for sand or dirt discharge would be enrichment.

Implementation:

IU's which are determined to enrich or have the potential to enrich the wastewater with grease, oil, or sand will be required to develop a management plan in accordance with the following tracks.

TRACK 1

This track is available for IU's which exist at the time of program implementation. However, not all existing IU's may be permitted to use it. Determination will be made on a case

by case basis. IU's on this track will be permitted to pay a contractor to clean the main sewer line from their place of business to the nearest trunk line. A trunk line is any sewer line which has an inside diameter of eighteen inches or larger or has been classified as a trunk line by Vineyard. Cleaning frequency will be determined by inspections performed by Vineyard.

TRACK 2

This track requires the IU to install and maintain a grease, oil and/or sand trap on their premises. Quarterly cleaning reports may be required at the discretion of Vineyard. Vineyard shall inspect and test the grease trap on a periodic basis. The following fees shall apply:

Inspection Fee - As approved by Vineyard Council

Testing Fee – As approved by Vineyard Council

Should the testing reveal grease and oil in excess of 100 mg/L, a fine – (As approved by Vineyard Council) for each pound of oil and grease discharged for the past reporting period shall be assessed. The pounds of grease and oil shall be determined by using the following equation:

$$(\text{Total Reporting Period water use in MG})(\text{mg/L O\&G} - 100)(8.34)$$

The IU will also be ordered to return to compliance immediately. Retesting will be done within thirty days if the

trap has not been cleaned and a cleaning report submitted. Another inspection and testing fee will be assessed. Should the test results still not comply with the 100 mg/L oil and grease limit, enforcement will be escalated in accordance with Vineyard's Enforcement Response Plan. In addition, an entity which is frequently violating the 100 mg/L limit may be issued a pretreatment permit in order to further regulate the IU

Should the testing reveal TSS in excess of 250 mg/L, a fine – (As approved by Vineyard Council) for each pound of TSS discharged for the past reporting period shall be assessed. The pounds of TSS shall be determined by using the following equation:

$$(\text{Total Reporting Period water use in MG})(\text{mg/L TSS} - 250)(8.34)$$

The IU will also be ordered to return to compliance immediately. Retesting will be done within thirty days if the trap has not been cleaned and a cleaning report submitted. Another inspection and testing fee will be assessed. Should the test results still not comply with the 250 mg/L TSS surcharge limit, the IU will be placed on a continuous inspection, testing and the surcharge schedule for TSS.

By following the steps discussed above, Vineyard hopes to maintain a collection system free from excessive backups and a treatment plant in compliance with UPDES discharge conditions.

List of Acceptable Entities That Recycle Oil and Grease

The following list of grease and oil recyclers should be given to all IU's who operate a grease trap. This list may not be all inclusive. Other recyclers may be used if it can be shown that they discharge of the waste appropriately.

Recycler	Phone Number	Address
Renegade Oil	801.973.7912	1141 S. 3200 West SLC, Utah 84104

Vineyard

System Evaluation and Capacity Assurance Plan

Vineyard believes that one of the keys to preventing sanitary sewer overflows is to evaluate system capacity and to monitor flows throughout the system in order to ensure that capacities are not exceeded. Should a collection sub-system exceed the capacity of the pipes, the system will be immediately re-evaluated and corrective action taken.

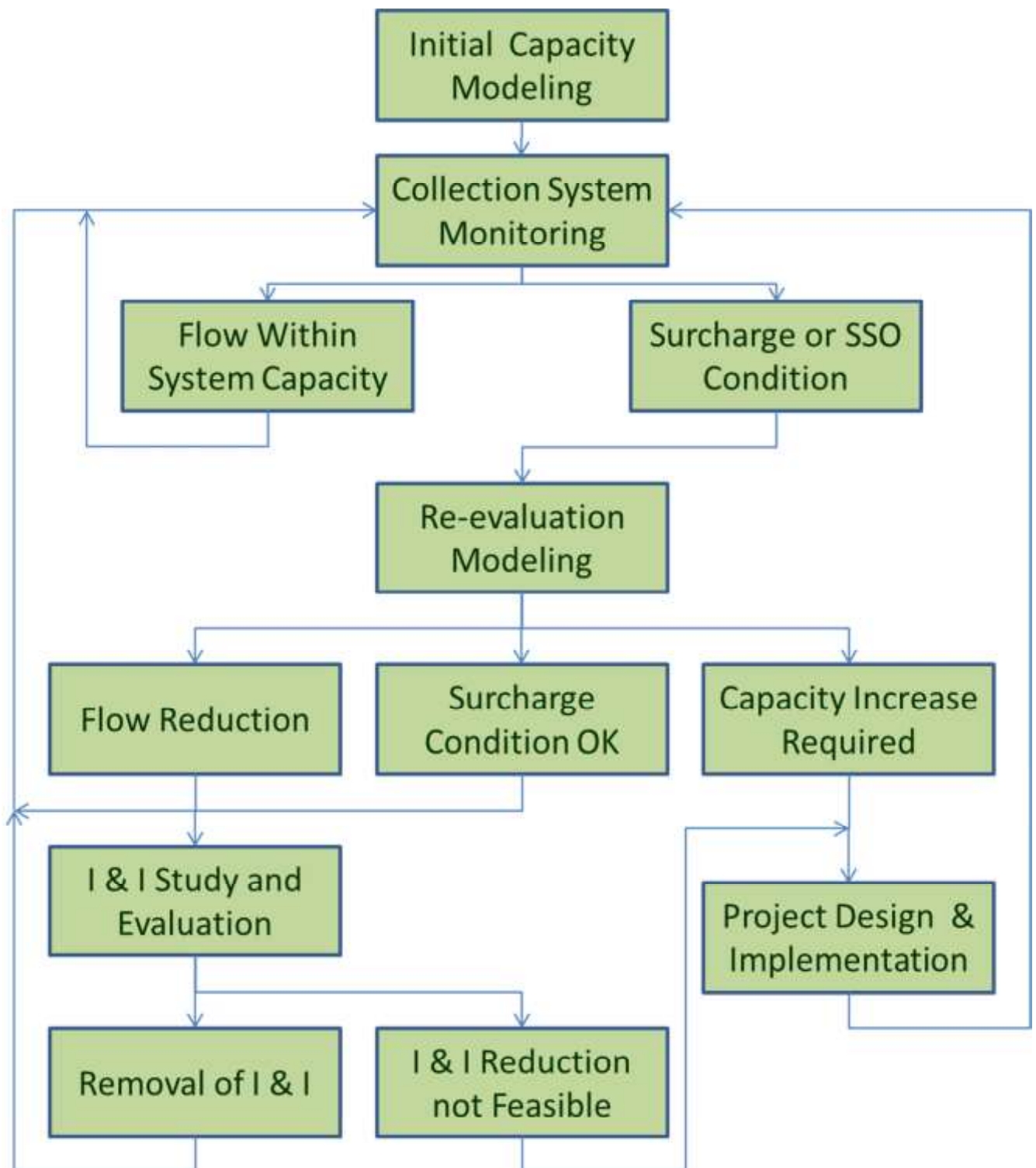
The following elements are all part of Vineyard's SECAP program.

1. Initial Capacity Modeling and Master Planning
2. Flow Monitoring
3. Surcharge Flow Analysis
4. Re-evaluation Modeling and Analysis
5. Flow Reduction Evaluation and Implementation
6. Capacity Increase Evaluation and Implementation

The actual implementation process associated with each of the elements above is shown in figure on the next page. This flow chart process forms the backbone of the SECAP.

Initial Capacity Evaluation

Vineyard has performed an analysis and modeling of each critical subsystem contained within its collection system. Subsystems are segregated based on the branching of the collection system. Trunk lines and collector lines are evaluated until the system reaches a point where less than 400 residential dwelling unit equivalents (RE) are upstream of that point in the system. The 400 RE point was chosen based on the minimum slope requirements of the State of Utah. An 8-inch pipe constructed on minimum slope will carry the flow from 400 RE based on 3.2 persons per dwelling unit, 75 gpcd and a peaking factor of 4. The RE equivalent is based typical Utah information and assumes the peaking factor will account for a reasonable amount of inflow and infiltration. If an area is known to have, or flow metering identifies, a significant amount of inflow and infiltration, additional evaluation will be needed. In these areas the capacity of an 8-inch pipe system may be significantly reduced below 400 RE.



SECAP Flow Chart

In addition to developing an equivalent flow for a residential unit, consideration should also be given to time of concentration in the collection system. Based on typical diurnal flow patterns, if the transit time in the branch system is less than 2 hours, time of concentration can be ignored.

Flow Monitoring

Vineyard currently monitors the discharge flow in each of the lift stations. Should the need arise to perform additional flow monitoring, contact will be made with Timpanogos Special Service District to arrange a portable meter.

Surcharge Flow Analysis

If any collection subsystem is identified as having any of the following problems the system will be evaluated to determine future action. These problems are:

1. Sanitary Sewer Overflow to the Environment
2. Sanitary Sewer Break Remaining in the Trench
3. Basement Backup
4. Observed Subsystem Surcharging.

The flow evaluation may result in multiple conclusions, some of which may require further action. Possible conclusions and their further action are listed below. This list is not inclusive nor does it require the specific action detailed. These are given as possible examples and will be used by the Town Engineer/Public Works Director to determine correct future action.

Flow Reduction Evaluation

Should excessive flows be identified during the surcharge analysis, the solution may be to proceed with an inflow and infiltration study with the ultimate goal of reducing flows. These flow reductions may be achieved by reconstruction of specific areas, internal spot repairs, removing illegal storm water or sump pump connections from homes or storm water systems, and system grouting. Tools used in flow reduction may include extensive in line camera inspection, smoke testing, dye testing, and increased inspection or flow monitoring.

Foreign Objects or Obstructions

There are multiple foreign objects which may be found in sewers. These may include objects knocked into sewers during construction, illegally placed in sewer

manholes, roots, grease and soaps, bellies in piping systems, etc. Each of these problems should be found during the backup investigation and a plan developed to insure the problem does not reoccur. Types of action may include increased cleaning frequency, spot repairs, greater pretreatment activity, lining of pipes, and other corrective actions which resolve the problem.

Allowable Surcharging

Some piping systems may be able to accept surcharges without creating problems. Such systems may be deep and surcharging occurs below the level of basements or manhole rims, or they may be in areas where there are no connections. In such cases the resolution of the observed surcharge may just be additional monitoring.

Revised System Modeling

Where piping system problems cannot be resolved in a less expensive way, the system may be further modeled to determine upgrade needs. Modeling should include known flow information and future projections. Since the system has been shown to have problems, further modeling should be more conservative in flow projections. Revised modeling should follow the guides given next.

Re-evaluation Modeling and Analysis

When a subsystem needs demonstrate unresolvable problems by less costly means, the subsystem should be re-modeled and required action determined. Revised modeling may show that flow reduction may still be viable or it may show that the system can allow current surcharge conditions. Most likely, however, the modeling will normally form the basis for construction to enlarge the subsystem capacity. Modeling for Vineyard has been done by JUB Engineers.

It is important to insure the modeling is comprehensive and includes all the potential flow sources. While the current area zoning and land use planning should be used in the model development, care should be taken to discuss possible changes with appropriate officials. Where possible zoning changes appear likely, the model should be re-run with the revised zoning alternatives. Once a resolution has been selected, the resulting project should be placed on the capital improvement plan (CIP).

Capacity Increase Evaluation and Implementation

The capacity evaluation should be expedited based on the impact of the problem on the environment and the possible repeat of the overflow/backup/surcharging. Details on prioritization are given in the next section.

Systems requiring additional capacity should be engineered for expansion by qualified staff or engineering consultants. Project design should be based on acceptable engineering standards and should comply with State of Utah regulations found in R317-3. Easements should be obtained, where needed and the design should include an analysis of other utilities in the vicinity. Design review should be done by the applicable regulatory agency, as appropriate. A design report should be prepared for each project. Where appropriate, the subsystem modeling may be substituted for the design report.

Finalized projects should be placed on the CIP.

System Improvement Prioritization

The priority for improvement should follow the following general guidelines:

High Priority Projects

When there is significant potential for sanitary sewer overflows, or frequent basement backups, the improvement should be considered a high priority and any available budget should be allocated to the project.

Medium Priority Projects

Where the problem is infrequent and the possibility exists that it may not repeat in the near future, the priority for correction is medium. Medium priority projects may be delayed until appropriate budget is available or the priority is adjusted to high priority. Should an SSO or basement backup repeat in the same area, the priority should be immediately revised.

Low Priority Projects

If the observed problem is infrequent, there is possibility that it may not repeat in the near future and the possibility that increased flow in the subsystem is low, the correct priority is low. Low priority projects will be placed in the budget process and evaluated against other needs. These projects will eventually be completed, but the work is not prioritized above plant and equipment needs.

Capital Improvement Plan

The CIP is part of Vineyard's budgeting process to insure sufficient revenue to address identified weaknesses in the sanitary sewer system. Items which have been identified as needing a structural fix are placed on the CIP list and the cost for each estimated. Sources of funding should be identified for all high priority projects so that SSO's or other failures do

not re-occur. Forecasts of available funding for medium and low priority projects should be made to facilitate future revenue needs.

Vineyard

SSMP Monitoring and Measurement Plan

The purpose of this plan is to provide appropriate monitoring and measurement of the effectiveness of the SSMP in its entirety.

Records Maintenance

Vineyard intends to maintain appropriate records on operations and maintenance of the sanitary sewer system to validate compliance with this SSMP. However, failure to meet standards set by State DWQ or other regulatory agency during an inspection does not constitute a violation of the SSMP. Rather, deficiencies identified during inspections should be viewed as an opportunity for improvement.

Operations Records

Operations records that should be maintained include the following:

- Cleaning records
- CCTV inspections records
- Manhole inspection records
- Hot spot maintenance list
 - Spot repairs
 - Major repairs
- System capacity information
- SSO or basement backup records including notification documents to appropriate agencies (call logs, etc.)
 - Capital Improvement Plan

Records will be maintained by the System Manger in a central location. Records may be maintained either on an electronic record or as a paper record. The extent of the record should be sufficient to demonstrate the activity recorded was completed appropriately.

Performance Measurement (Internal Audit)

Periodically, but not less than annually, Vineyard should assess and audit the effectiveness of the elements of this SSMP. All elements should be reviewed for effectiveness as well as all records should be reviewed for completeness. An internal audit report should be prepared preferably annually but no less than once every five years which comments on the following:

- Success of the operations and maintenance program
- Success of other SSMP elements
- Adequacy of the SECAP evaluations
- Discussion of SSO's and the effectiveness of the response to the event including corrective action
- Review of Defect reports and adequacy of response to eliminate such defects
- Opportunities for improvement in the SSMP or in SSO response and remediation

The annual audit report need not be extensive or long. It should, however be sufficient to document compliance with the standards set in the SSMP. The audit reports should be maintained in accordance with Vineyard's records retention schedule.

SSMP Updates

When a plan deficiency is identified through an audit, inspection or plan review, and the deficiency requires an SSMP update, the plan may be updated at the discretion of the System Manager. SSMP updates should be recorded in a revision index maintained by System Manager.

SSO Evaluation and Analysis

At least annually Vineyard will evaluate SSO trends based on frequency, location and volume. Trend evaluation will be empirical unless a large number occur sufficient to make a statistical analysis viable. If a trend is identified, a corrective action may be appropriate.

Public Communication and Outreach

Vineyard will reach out to the public about the development, implementation and performance of the SSMP. This communication may be accomplished by any of the following methods:

- Public hearings
- Public meetings
- Newsletters
- Direct mailing
- Leaflets
- Other effective methods

Vineyard will accept comments, either written or verbal and will review such comments for applicability.

Vineyard

Sanitary Sewer System Mapping

Vineyard currently maintains paper copies of the plans of all installed sewer lines, including sizes of main lines, invert elevations of flowlines, sizes of manholes and depths. Also included are maps and plans of all sewer lift stations. Furthermore, Vineyard is currently in the process of creating a GIS map, using GPS shots that have been collected during installation of the sewer lines.

Vineyard

Basement Backup Program

Basement backups are a serious impact on a home or business owner. As such, all reasonable efforts should be taken to prevent such backups from occurring. Sewer system backups are the result of several system problems. Such problems include any one or a combination of the following:

1. Laterals serving real properties are owned by the property owner and lateral maintenance is their responsibility. Roots, low points, structural failure, and grease are primary problems lateral owners face.
2. Backups caused by main line plugs are usually caused by roots, grease, low points, foreign objects and contractor negligence.
3. Piping system structural damage may cause basement backups. Such structural problems include age or deterioration damage, installation damage, excavation damage and trenchless technology damage.
4. Excess flow problems may surcharge a piping system and cause backups into homes. Excess flows usually occur when major storm waters inflow into sanitary sewers. Sanitary sewers are not designed for such flow. In addition, some homeowners may illegally connect foundation drains and sump pumps to the sanitary sewer system.

Basement Backup Response

When the Vineyard is notified about a basement backup, staff will log the complaint in a complaint log. The person receiving the call may log the backup complaint or may ask administrative staff to document the complaint. All backup complaints shall be investigated by staff. If the investigation determines that the case of the backup is only in the lateral, staff may offer technical information but should not take responsibility for cleanup or subsequent restoration.

When it is determined that the basement backup is the result of a mainline problem, Vineyard will take action to remedy the problem as quickly as possible. It should be noted that all action Vineyard takes are on a no-fault basis. Vineyard does not accept liability nor does it waive its governmental immunity.

Backup Prevention Design Standard

Vineyard promotes system designs which minimize backups and insure proper operations. To this end Vineyard has a design standard for all system construction. In addition, Vineyard complies with state design standards contained in R317-3. Finally for laterals, the following policy applies:

Policy on the Installation of Backflow Valves

Reference Regulatory Documents:

The following regulations are referenced in the establishment of this policy:

- Utah Code Title 15A-2-103(c). This code section adopts the 2009 edition of the International Plumbing Code.
- The 2009 International Plumbing Code, section 715 Sewage Backflow.

Vineyard Policy:

- The State of Utah has adopted the International Plumbing Code(IPC) as its plumbing building standard;
- Vineyard uses the IPC as their statute for plumbing construction and installation;

- And the IPC requires the installation of a sewage backwater valve “where the overflow rim of the lowest plumbing fixtures are below the next upstream manhole in the public sewer.”

Therefore, for new construction, Vineyard requires the installation of backwater valves as stipulated by the IPC already propagated for all new construction.

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