



**CITY COUNCIL MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, December 4, 2012 7:00 p.m.**

NOTICE is hereby given that the City Council of the City of Cedar Hills, Utah, will hold a **City Council Meeting on Tuesday, December 4, 2012, beginning at 7:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting and anyone is invited to attend.

COUNCIL MEETING

1. Call to Order, Invocation and Pledge
2. Approval of Meeting's Agenda
3. Public Comment: Time has been set aside for the public to express their ideas, concerns and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

PUBLIC HEARINGS

4. Amendments to the City Code, Title 5, Chapter 1, Article C-5 regarding Kennel or Cattery

CONSENT AGENDA

5. Minutes from the October 2, 2012 City Council Meeting

CITY REPORTS AND BUSINESS

6. City Manager
7. Mayor and Council

SCHEDULED ITEMS

8. Recognition of the Golf Course Financial Advisory Committee Members
9. Review/Action on an Ordinance amending Title 5, Chapter 1, Article C-5 regarding Kennel or Cattery
10. Review/Action on a Resolution authorizing the Maximum Amount of General Obligation Refunding Bonds to be Approved by The Pricing Committee
11. Review/Action on an Ordinance setting the Time and Place of the City Council Meetings for 2013
12. Review/Action on authorizing the Mayor to sign an Easement Exchange Agreement with the Metropolitan Water District of Salt Lake and Sandy
13. Review/Action on the Golf Cart Lease Agreement
14. Review/Action on the Non-Golf Related Activities Policy for the Golf Course
15. Review/Action on Options for the Community Recreation Center Basement
16. Discussion on preparing a Resolution Recognizing and Declaring a Paige Osmond Day in Cedar Hills

ADJOURNMENT

17. Adjourn

Colleen A. Mulvey, City Recorder

Posted this 30th day of November, 2012

- Supporting documentation for this agenda is posted on the City's Web Site at www.cedarhills.org.
- In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.
- The order of agenda items may change to accommodate the needs of the City Council, the staff, and the public.
- This meeting may be held electronically via telephone to permit one or more of the council members to participate.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Chandler Goodwin, Assistant City Manager
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Review/Action on amendments to the City Code, Title 5, Chapter 1, Article C, Section 5, Kennel or Cattery.
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Scott McMahon, Code Enforcement Officer

BACKGROUND AND FINDINGS:

The City was contacted by a resident requesting to board cats in a residential zone as a home occupation business.

The Utah County Health Department, Humane Society of Utah and the North Utah Valley Animal Shelter were contacted by Scott McMahon for input on the proposed changes to the code.

The Planning Commission made recommendations on the proposed code amendments on October 25, 2012. On November 14, 2012 the Planning Commission reviewed the revised code proposal and recommended it be sent to the City Council for consideration.

Changes to existing code would allow for a kennel or cattery to be located in a residential zone; additionally, restrictions would be placed on the number of animals that would be allowed, minimum cage sizes, sanitation requirements, and how the animals are to be boarded.

PREVIOUS LEGISLATIVE ACTION:

City Code 5-1C-5, last updated prior to codification in 2006

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Proposed code changes to 5-1C-5: Kennel or Cattery.

RECOMMENDATION:

Staff recommends the City Council approve the proposed ordinance as prepared.

MOTION:

To approve / not approve Ordinance No. _____, an ordinance amending City Code 5-1C-5, Kennel or Cattery.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE OF THE CITY OF CEDAR HILLS, UTAH, REGARDING KENNEL OR CATTERY, RELATING TO DEFINITIONS, REQUIREMENTS, FACILITIES, AND ZONING APPLICABILITY.

WHEREAS, the City Council of the City of Cedar Hills has determined that it is in the best interest of the City of Cedar Hills and the residents thereof to enact certain amendments to Title 5 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, STATE OF UTAH:

**PART 1
AMENDMENTS**

SECTION 1: Title 5, Chapter 1C-5, of the City Code entitled Kennel or Cattery, is hereby amended by adding/amending the following:

A. Definitions:

ANIMAL ROOM: An indoor area wherein dogs or cats are housed.

CAGES: Individual, portable facilities for containing dogs/cats. A structure or enclosure that does not contain space for an animal to exercise

CATTERY: See section 5-1A-1 of this chapter.

EXERCISE AREA: An indoor area wherein dogs or cats are allowed to run and exercise.

EXERCISE YARD: An area enclosed by a fence of at least six feet (6') in height wherein dogs are allowed to run and exercise. Every portion of an exercise yard fence shall be separate and removed from any property boundary fence.

FENCING: Unless otherwise authorized, shall mean a good grade commercial chain link, carried on solid posts set in concrete; suggested minimum is 11-gauge wire, two inch (2") steel posts set on no greater than ten foot (10') spans.

INDOOR CATTERY OR KENNEL: A lot, building, structure, enclosure or premises where upon or wherein four (4) or more dogs or cats over four (4) months of age are kept or maintained for any purpose, including boarding, breeding, buying, grooming, letting for hire, training for fee, or selling. An indoor area used to house cats or dogs, which contain an animal room and an exercise area, run or exterior exercise yard.

KENNEL: See section 5-1A-1 of this chapter.

KENNEL BUILDING: A permanent structure designed, intended or used exclusively for the housing of dogs.

KENNEL RUN (INSIDE): The separated area inside a kennel building used for the interior housing of dogs. A structure or enclosure that contains an exercise area for an animal(s).

KENNEL RUN (OUTSIDE): An area adjacent to a kennel building and enclosed by a fence at least six feet (6') in height. A structure or enclosure that contains an exercise area for an animal(s).

B. Requirements:

1. Each kennel/cattery must have a current city business license as well as valid license to operate a kennel/cattery. Such licenses are required to be displayed and readily available for inspection by any authorized person;

a. Business License:

Contact the City Planner regarding your request prior to filing an application for a Home Occupation Business License for a cattery or kennel business.

Submit a completed Home Occupation Business License Application and all of the following materials to the Cedar Hills City Planner:

A diagram showing the dimensions, layout and location of the cattery or kennel.

The maximum number of cats or dogs you are requesting approval to board.

A list of owner names, mailing addresses, and property identification numbers of all property owners within 300 feet of the subject property. Property owner information may be obtained from the Utah County Recorder's office located at 100 E Center Street Suite 1300 Provo, Utah 84606 or online at <http://maps.co.utah.ut.us:8080/ParcelMap/ParcelMap.jsp>

Self-adhesive mailing labels, typed or machine printed with each property owner's name and address as identified above (no hand written labels please). Note: Duplicate listings should be omitted.

Plain white envelopes (size 10 business envelope measuring 4" x 9½") with postage for each property owner. Note: Labels should not be placed on envelopes.

An administrative fee of \$29.00 dollars to cover the cost of verifying property owner's names and addresses and mailing the planning commission public hearing notice.

After the application is received, the matter will be scheduled for a public hearing before the Cedar Hills Planning Commission. During the scheduled public hearing, the applicant, and all other members of the public who desire to ask questions, state concerns or provide oral

testimony either for or against the application are invited to do so. Members of the public that want to make comments, but are unable to attend the public hearing can forward their comments to the zoning administrator prior to the hearing date. All comments are recorded and considered by the Planning Commission.

2. Kennel/cattery records must be kept available for inspection. Such record to show: name, current address, a telephone number of the owner of the dog/cat, the date the dog/cat entered the kennel/cattery, the reason for it being in the kennel/cattery, i.e., for boarding, sale, breeding, grooming, etc., the description of the dog/cat (age, breed, sex, color, etc.). On any dog/cat over four (4) months of age, a current valid rabies certificate shall be maintained as a part of this record, as long as the dog/cat is maintained in the kennel/cattery;
3. Each cat or dog in the cattery or kennel shall have current and proper immunizations from disease according to species and age;
4. Be operated in such a manner as not to constitute a nuisance;
5. Keep all boarded animals caged or under control of the owner or operator of the kennel or cattery;
6. Care for all animals in the kennel or cattery, whether or not owned by the kennel or cattery, and comply with all the requirements of this title for the general care of animals;
7. Comply with all applicable federal, state and local laws and all regulations respecting kennels and catteries which are adopted by the city;
8. Comply with all sections of 3-1B-1: Home occupations requirements and conditions.
9. Kennels/catteries shall not be left unattended for a period in excess of twenty four (24) hours. All animals shall be supplied with sufficient good wholesome food as feeding habits of such animals require. Clean (potable) water shall be continuously available unless otherwise recommended and documented by a licensed veterinarian
10. Information Posted: An emergency name, address and phone number must be posted in a conspicuous place at the front of the property for use by authorized persons.

C. Physical Facilities: The basic intent of these regulations is to see that all animals receive proper care, that they are being treated kindly, properly fed, and that their surroundings are being kept in a sanitary condition

1. Indoor facilities:

- a. Cage: A structure or enclosure that does not contain space for an animal to exercise.

Minimum Size Requirements:

Cage length and width shall exceed the animal's length from the base of the tail to the tip of the animal's nose by at least four inches (4"). Cage height shall exceed the animal's height from the bottom of the foot to the top of the shoulder by at least four inches (4"). Cages shall allow an animal to stand, sit, lie, and turn about freely and comfortably.

Communal cages for cats or dogs more than four months old shall be as long and wide as the total for all cages if the cats or dogs had been housed separately.

All animals kept in a communal cage or run shall be either from the same litter or belong to the same owner, unless written permission is given by the owners of each of the animals in a communal cage or run.

Cages shall be so constructed and be of such material as to be maintained in a sanitary condition. All cages must be cleaned and sanitized daily, animal droppings, spoiled food, and other wastes shall be removed no less frequently than daily to prevent odors, attraction and breeding of insects and rodents, and other nuisances. All cages shall have bedding, feeding bowl, and water container that are easily sanitizable and in the case of cats, litter boxes or trays that are easily sanitizable.

Animals shall be removed from cages and be provided with an exercise area or exercise yard for their daily use for such periods as determined by the size, age and condition of the animal. Diseased animals must be maintained apart from healthy animals in suitable and separate quarters.

b. Run: A structure or enclosure that contains an exercise area for an animal(s).

Minimum Size Requirements:

Each size is a minimum requirement per animal:

Dogs over 50 pounds (22.7 kilograms) in weight shall not be kept in runs with floor space less than 32 square feet (2.93 square meters).

Dogs 15 to 50 pounds (6.8 to 22.7 kilograms) in weight shall not be kept in runs with floor space less than 24 square feet (2.23 square meters).

Dogs less than 15 pounds (6.8 kilograms) in weight shall not be kept in runs with floor space less than 12 square feet (1.11 square meters).

Cats shall not be kept in runs with less than 4 square feet (.37 square meters) of floor space and less than 2 feet (.61 meters) in height.

All runs must be cleaned and sanitized daily, animal droppings, spoiled food, and other wastes shall be removed no less frequently than daily to prevent odors, attraction and breeding of insects and rodents, and other nuisances. All runs shall have bedding, feeding bowl, and water container that are easily sanitizable and in the case of cats, litter boxes or trays that are easily sanitizable.

Diseased animals must be maintained apart from healthy animals in suitable and separate quarters.

c. General: Walls, ceilings and floors shall be constructed of materials which are resistant to the absorption of moisture and odors or such surfaces shall be treated with a sealant or with paint, when such materials are not originally resistant to moisture or odors. The room shall be properly screened and insect and vermin proof. It shall be properly ventilated to prevent drafts and to assist in the removal of foul and obnoxious odors. Heating and cooling shall be provided as required. Animal rooms shall be sufficiently heated or cooled to protect such animals from

temperatures to which they are not normally acclimated. Have sufficient light (preferably natural) to allow observation of animals and sanitation.

- d. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- e. Cages and kennels shall not occupy more than 50% of the business area floor space.
- e. Provision shall be made to effectively collect, treat, and dispose of animal liquid and solid wastes. Solid waste shall be stored, collected, and disposed of in such a manner as will minimize vermin infestation, odor or other health hazards. No solid or liquid waste shall be washed into adjoining properties, gutters, storm drains, irrigation ditches or canals.
- f. Inspection: All areas of indoor housing, cages, runs, exercise areas and food storage shall be subject to inspection by authorized persons. The animal control officer, the code enforcement officer, the zoning administrator, or their designees, shall have the authority to enter the premises of any person to inspect and assure compliance with the cattery / kennel license requirements and conditional use permit requirements.

2. Outdoor Facilities:

a. Area: Shall be provided with windbreaks, roofing and shelter adequate to protect the animals from the weather. They shall be adequately drained and maintained in a sanitary manner. Adequate and sanitary means of disposing of droppings shall be provided. All animal droppings, spoiled food, and other wastes shall be removed no less frequently than daily to prevent odors, attraction and breeding of insects and rodents, and other nuisances.

b. All outside kennel runs shall be fenced (chain link or welded wire), such fence to be separate and apart from property boundary fence. Kennel runs must be a minimum of 20 feet from the property line. Kennel runs shall have a minimum free and clear area of ten (10) square feet per dog. Indoor shelter, except where animals are caged, shall have a minimum of six (6) square feet per animal. When the minimum area is provided, it should be supplemented with exercise yards for dogs that are maintained for extended periods. Kennels/catteries shall not be left unattended for a period in excess of twenty four (24) hours. All animals shall be supplied with sufficient good and wholesome food as the feeding habits of such animals require. Clean (potable) water shall be continuously available unless otherwise recommended and documented by a licensed veterinarian.

- c. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- d. Provision shall be made to effectively collect, treat, and dispose of animal liquid and solid wastes. Solid waste shall be stored, collected, and disposed of in such a manner as will minimize

vermin infestation, odor or other health hazards. No solid or liquid waste shall be washed into adjoining properties, gutters, storm drains, irrigation ditches or canals.

e. Exercise yard: An area enclosed by a fence of at least six feet (6') in height wherein dogs are allowed to run and exercise. Every portion of an exercise yard fence shall be separate and removed from any property boundary fence. Exercise yards shall be used for the exercising of dogs housed in indoor rooms or kennels. The following restrictions shall apply to the use of exercise yards. Exercise yards are not to be used as outdoor kennels for the housing of dogs or cats.

f. Dogs or cats may only be placed in an exercise yard while a representative of the indoor kennel is on the premises. Dogs shall be exercised individually and not during the hours of 8:00 pm until 9:00 am. Care should be taken to minimize the unreasonable noises and odors from the use of an exercise yard so as not to create a nuisance for residents of adjoining properties.

g. Indoor catteries and kennels shall not house or board any animals in outbuildings, kennel buildings or outside kennel runs.

h. Inspection: All areas of kennel runs, yards, food storage and auxiliary buildings shall be subject to inspection by authorized persons. The animal control officer, the code enforcement officer, the zoning administrator, or their designees, shall have the authority to enter the premises of any person to inspect and assure compliance with the cattery / kennel license requirements and conditional use permit requirements.

D. Zoning Applicability: This section shall not be construed or interpreted as permitting the establishment or maintenance of a kennel/cattery in violation of the city zoning regulations. The provisions of this section regulating kennels/catteries shall be applicable only in those locations within the city wherein kennels/catteries are (may be) used under the terms of the city zoning regulations. (2004 Code)

1. In addition to obtaining a business license required by this chapter, all catteries and kennels within the city shall comply with all zoning requirements.

All licensed indoor cattery or kennel businesses shall limit the maximum number of dogs or cats over the age of four months based on:

a. The zoning classification and lot size of the property where the cattery or kennel is located.

b. The location and size of the area where the animals are housed or kenneled.

The maximum allowable number of boarded cats or dogs in a licensed indoor cattery or kennel shall not exceed a combined total of four animals.

PART II PENALTY AND ADOPTION

A. CONFLICTING PROVISIONS

Whenever the provisions of this Ordinance conflict with the provisions of any other Ordinance, resolution or part thereof, the more stringent shall prevail.

B. PROVISIONS SEVERABLE

This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

C. AMENDMENT TO BE ADDED TO CITY CODE

The City Council hereby authorizes and directs that insert pages reflecting the provisions enacted hereby shall be made and placed in the City Code, Title 5.

D. PENALTY

Hereafter these amendments shall be construed as part of the Public Safety and Traffic Regulations of the City Code of the City of Cedar Hills, Utah, to the same effect as if originally a part thereof, and all provisions of said regulations shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

E. EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS DAY OF OCTOBER, 2012.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Resolution Authorizing the Pricing Committee to Approve Final Terms of General Obligation Refunding Bonds
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

It is proposed that the City Council authorize the Pricing Committee, comprised of The Mayor, City Manager and Finance Director, to approve the final terms of the general obligation refunding bonds and execute all documents relating to the issuance of the bonds. The bond issues shall not exceed \$5,725,000 as set forth in the Parameters Resolution. It is anticipated that due to declining interest rates, the new bond terms will yield interest cost savings in excess of the cost of issuance. Marc Edminster of Lewis Young Robertson & Burningham will consult with the City regarding full term savings estimated to be in excess of \$400,000 net present value (NPV).

PREVIOUS LEGISLATIVE ACTION:

The City Council approved the parameters resolution anticipating the bond refunds on May 15, 2012.

FISCAL IMPACT:

The final cost savings will not be calculated until the final terms are complete, but the anticipated savings will be approximately \$400,000 NPV less issuance costs of approximately \$70,000.

SUPPORTING DOCUMENTS:

Authorizing Resolution and Final Bond Resolution.

RECOMMENDATION:

Staff recommends the City Council approve the Resolution authorizing the Pricing Committee to approve final terms of the general obligation refunding bonds.

MOTION:

To approve/not approve Resolution # _____, authorizing the Pricing Committee to approve the final terms of the General Obligation Refunding Bonds not to exceed \$5,725,000, and execute required documents relating to the issuance of the bonds.

**CITY OF CEDAR HILLS, UTAH
GENERAL OBLIGATION REFUNDING BONDS**

**AUTHORIZING RESOLUTION
DECEMBER 4, 2012**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAXIMUM AMOUNT OF \$5,725,000 GENERAL OBLIGATION REFUNDING BONDS, PURSUANT TO A RESOLUTION TO BE APPROVED BY THE MAYOR, THE CITY MANAGER AND FINANCE DIRECTOR AS THE PRICING COMMITTEE, TO SAVE MONEY BY REFUDNING THE CITY'S GENERAL OBLIGATION REFUNDING BONDS, SEREIS 2005; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of City of Cedar Hills, Utah County, Utah (the "Issuer") desires (i) to save money by refinancing its General Obligation Refunding Bonds, Series 2005 (the "Series 2005 Bonds") maturing after February 1, 2016 (the "Refunded Bonds"), and (ii) to pay the costs associated with that financing, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, on May 15, 2012, the Issuer adopted a parameters resolution setting forth the maximum aggregate principal amount, interest rate, maturity, and discount for bonds related to the Refunded Bonds; and

WHEREAS, in order to accomplish those purposes the Issuer desires to issue its General Obligation Refunding Bonds in the aggregate principal amount of not to exceed \$5,725,000 (the "Bonds") pursuant to this Resolution, and a Master Resolution(s) (the "Master Resolution") attached as Exhibit B; and

WHEREAS, the Act provides that the Issuer may, by resolution, delegate to one or more officers of Issuer the authority to: (i) in accordance with and within the parameters set forth in the May 15, 2012 parameters resolution, approve the final interest rate or rates, price, principal amount, maturity or maturities, redemption features, and other terms of the Bond(s); and (ii) approve and execute all documents relating to the issuance of the Bond(s).

WHEREAS, the Bonds shall be payable solely from the Net Revenues and other moneys pledged therefor in the Master Resolution(s), and shall not constitute or give rise to a general obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers; and

WHEREAS, the Issuer desires to delegate to its Mayor, City Manager and Finance Director (together, the "Pricing Committee") the authority, in accordance with the May 15, 2012 parameters resolution and this Resolution, the authority to approve the

final interest rate or rates, price, principal amount, maturity or maturities, redemption features, the preliminary official statement, the final official statement, and other terms of the Bonds; and (ii) approve and execute all documents relating to the issuance of the Bonds, all in one or more series, in accordance with the Master Resolution:

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of City of Cedar Hills, Utah County, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the Issuer directed toward the issuance and sale of the Bonds, in one or more series, are hereby ratified, approved and confirmed. The Series 2005 Bonds were authorized at a special bond election held on June 28, 2005.

Section 3. The Master Resolution attached hereto as Exhibit B is authorized and approved, with such changes thereto as shall be approved by the Pricing Committee, as authorized by Section 11-27-3 of the Act, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in May 15, 2012 parameters resolution of \$5,725,000 aggregate principal amount of its Bonds, to bear interest at a rate or rates of not to exceed 4.25% per annum, to mature in not more than 25 years from their date or dates, and to be sold at a price not less than 98.0% of the total principal amount thereof, for the purpose of saving money by refunding the Issuer's Refunded Bonds.

Section 4. The Mayor, City Manager and Finance Director are hereby appointed to be the Pricing Committee with respect to the Bonds and are further authorized and directed, and the power is hereby delegated to them, to execute and deliver the Bonds and the Master Resolution and all documents relating to the issuance of the Bonds on behalf of the Issuer, including the Preliminary Official Statement and the Official Statement, with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 5. For the purposes set forth in the Master Resolution the Issuer authorizes the issuance of the Bonds which shall be designated "City of Cedar Hills, Utah County, Utah General Obligation Refunding Bonds", in the total aggregate principal amount of not to exceed \$5,725,000. The Bonds shall bear interest, shall be dated, shall be issued as fully registered Bonds, and shall mature as provided in the Master Resolution, as shall be approved by the Pricing Committee.

Section 6. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and

number shall be as set forth in the Master Resolution, as shall be approved by the Pricing Committee. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Bonds and to deliver the Bonds upon payment therefore. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Finance Director of the Issuer is authorized and directed to execute and deliver the written order of the Issuer for authentication and delivery of the Bonds in accordance with the provisions of the Master Resolution.

Section 8. The Bonds shall be sold to the Purchaser(s) on the terms to be agreed upon by the Pricing Committee, provided that the principal amount, interest rate or rates, maturity and discount shall not exceed the maximums set forth in May 15, 2012 parameters resolution of \$5,725,000 aggregate principal amount of its Bonds, to bear interest at a rate or rates of not to exceed 4.25% per annum, to mature in not more than 25 years from their date or dates, and to be sold at a price not less than 98.0% of the total principal amount thereof, for the purpose of saving money by refunding the Issuer's Refunded Bonds.

Section 9. Upon their issuance, the Bonds will constitute general obligations of the Issuer for which the full faith and credit of the Issuer is pledged, payable from ad valorem property taxes to be levied, without limitation as to rate or amount, on all of the taxable property in the Issuer, fully sufficient to pay the Series 2012 Bonds as to both principal and interest as set forth in the Bonds and the Master Resolution.

Section 10. The Pricing Committee and other appropriate officials of the Issuer are authorized and directed to execute, seal and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to carry out the matters and documents authorized by this Resolution.

Section 11. After the Bonds are delivered to the Purchaser(s), and upon receipt of payment therefor, the Master Resolution, as shall be approved by the Pricing Committee, shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 12. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of that section, clause or provision does not affect the remaining sections, clauses or provisions of this Resolution.

Section 13. All resolutions, orders and regulations or parts previously adopted or passed which are in conflict with this Resolution are, to the extent of such conflict, repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 14. The City Recorder is directed to complete the attached Record of Proceedings.

Section 15. This Resolution shall take effect immediately upon its approval and adoption. This Resolution is deemed and shall constitute the legislative action of the City Council with respect to the approval of the Bonds, and no further legislative action is anticipated at this time. The approval and execution of the Master Resolution by the Pricing Committee, as authorized and delegated herein, is deemed and shall constitute an administrative action.

PASSED, APPROVED AND ADOPTED this December 4, 2012.

Gary R. Gygi, Mayor

ATTEST:

Colleen A. Mulvey, City Recorder

(S E A L)

RECORD OF PROCEEDINGS

The City Council (the "Council") of City of Cedar Hills, Utah County, Utah (the "Issuer"), met in public session at the regular meeting place of the Council in Cedar Hills, Utah, on December 4, 2012, at the hour of 7:00 p.m., or as soon thereafter as feasible, with the following Councilmembers of the Council being present:

Gary R. Gygi	Mayor
Stephanie Martinez	Councilmember
Jenney Rees	Councilmember
Scott Jackman	Councilmember
Trent Augustus	Councilmember
Daniel Zappala	Councilmember

Also present:

Colleen A. Mulvey	City Recorder
David Bunker	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 4, 2012 meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the Recorder in the official records of City of Cedar Hills, Utah County, Utah.

Other business not pertinent to the foregoing ordinance appears in the minutes of the Meeting. Upon the conclusion of all the business on the agenda and upon motion duly made and seconded, the Meeting was adjourned

CERTIFICATE OF RECORDER

I, Colleen A. Mulvey, the undersigned and duly qualified and acting Recorder of the Issuer do hereby certify:

The attached Resolution is a true, accurate and complete copy thereof adopted by the City Council of the Issuer at a lawful public meeting duly held and conducted by the City Council in Cedar Hills, Utah, on December 4, 2012, commencing at the hour of 7:00 p.m., or as soon thereafter as feasible (the "Meeting"), as recorded in the regular official book of the proceedings of the Issuer kept in my office. The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. Attached hereto is an affidavit of publication of the foregoing ordinances or a summary thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer, this December 4, 2012.

Recorder

(S E A L)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Colleen A. Mulvey, the undersigned Recorder of the Issuer do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the December 4, 2012, public meeting held by the Issuer as follows:

(i) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the Issuer's principal offices at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(ii) By causing a copy of the Meeting Notice to be delivered to a newspaper of general circulation in the Issuer at least twenty-four (24) hours prior to the convening of the meeting.

(iii) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 4, 2012.

City Recorder

(S E A L)

(Attach Meeting Notice and Notice of 2012 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

EXHIBIT B

FORM OF MASTER RESOLUTION

(See Transcript Document No. ____)

PRICING COMMITTEE OF
THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH

Resolution Authorizing the
Issuance and Sale of
\$ _____
General Obligation Refunding Bonds
Series 2012

Adopted _____, 2012

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* * * * *

WHEREAS, at a special bond election (the "Election") duly and lawfully called and held in the City of Cedar Hills, Utah County, Utah (the "Issuer") on June 28, 2005, the following proposition was submitted to a vote of the qualified registered electors of the Issuer:

BALLOT PROPOSITION

SHALL THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH BE AUTHORIZED TO ISSUE GENERAL OBLIGATION BONDS IN THE AMOUNT NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) (THE "BONDS") FOR THE PURPOSE OF REFINANCING THE COSTS OF ACQUISITION AND CONSTRUCTION OF THE CEDAR HILLS GOLF COURSE AND RELATED IMPROVEMENTS ORIGINALLY FINANCED BY THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF CEDAR HILLS AND LEASED TO THE CITY AND FOR PAYMENT OF EXPENSES REASONABLY INCURRED IN CONNECTION WITH SAID REFINANCING AND THE AUTHORIZATION AND ISSUANCE OF THE BONDS; SAID BONDS TO HAVE A FINAL MATURITY DATE OF NOT TO EXCEED THIRTY (30) YEARS FROM ISSUANCE?

The balloting results on the above Proposition were as follows:

Total votes cast	<u>2,289</u>
Total persons challenged and issued provisional ballot	<u>75</u>
Total provisional ballots counted	<u>50</u>
Total persons challenged who did not vote	<u>25</u>
Total votes cast in favor of issuing \$7,000,000 General Obligation Bonds	<u>1,872</u>
Total votes cast against issuing \$7,000,000 General Obligation Bonds	<u>417</u>

WHEREAS, based upon the canvass of returns by the Council sitting as a Board of Canvassers, said Council declared the bond proposition set forth above for all of the above described projects and purposes to have carried; and

WHEREAS, the cost of acquisition and construction of the Cedar Hills golf course was originally financed with temporary financing through Lease Revenue Bonds issued by the Municipal Building Authority of Cedar Hills, Utah; and

WHEREAS, the Issuer retired and refunded, as a current refunding, the Lease Revenue Bonds by issuing its \$6,250,000 General Obligation Refunding Bonds, Series 2005; and

WHEREAS, the Issuer desires to obtain a debt service savings by refunding the Refunded Bonds through the issuance of its General Obligation Refunding Bonds, Series 2012; and

WHEREAS, on December 4, 2012, the City Council of the Issuer adopted an Authorizing Resolution wherein it appointed the Mayor, City Manager, and Finance Director as a Pricing Committee to authorize the final amount, interest rate, maturity, discount and other aspects of the Series 2012 Bonds; and

WHEREAS, electronic bids have been received for the purchase of \$ _____ aggregate principal amount of the City of Cedar Hills, Utah County, Utah General Obligation Refunding Bonds, Series 2012; and

WHEREAS, the bid of _____ (“Underwriter”) has been determined to be the best and most advantageous bid for the purchase of said Bonds, said bid being in full as follows:

[Insert Copy of Bid]

WHEREAS, in the opinion of the Pricing Committee, it is in the best interest of the Pricing Committee that said bid be accepted and sale of said Bonds to Underwriter be confirmed; and

WHEREAS, pursuant to the Election, and the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), the Issuer has authority to issue, and desires to issue, its General Obligation Refunding Bonds, Series 2012, in the aggregate principal amount of \$_____ (the "Bonds") for the purpose of (i) refunding the Refunded Bonds, and (ii) paying costs and expenses reasonably incurred in connection with the authorization and issuance of the Bonds; and

WHEREAS, the Issuer authorized the issuance of the Bonds for the aforementioned purposes subject to certain parameters by its resolution adopted on May 15, 2012 (the "Parameters Resolution") and by its resolution adopted on December 4, 2012 appointing this Pricing Committee; and

WHEREAS, the Issuer has caused a Notice of Bonds to be Issued with respect to the Bonds to be published pursuant to the Act and the Parameters Resolution; and

WHEREAS, the Issuer does hereby find and determine it to be advisable and in the best interests of the Issuer and its inhabitants to issue Bonds for the purpose of providing funds which will be sufficient to refinance the Refunded Bonds, and to pay costs and expenses reasonably incurred in connection with the issuance of the Bonds:

NOW, THEREFORE, be it resolved by the Pricing Committee of the City of Cedar Hills, Utah County, Utah as follows:

Section A The bid of the Underwriter for the purchase of \$_____ City of Cedar Hills, Utah County, Utah General Obligation Refunding Bonds, Series 2012, which bid is set out in full in the preamble hereto, is hereby accepted, it being hereby found, determined and declared, after public advertisement for bids for the purchase of said Bonds, that said bid is the best and most advantageous bid received and that said Bonds, when issued at the interest rates stated in the bid, will bear interest at the lowest rate now obtainable.

Section B. Said Bonds shall be delivered to the Underwriter following the adoption of this final Master Resolution, pursuant to due payment therefor in accordance with the terms of sale.

ARTICLE I

DEFINITIONS; AUTHORITY

1.1. Definitions As used in this Master Resolution, unless the context shall otherwise require, the terms defined or described in the hereinafter defined Parameters Resolution shall have the same meanings when used in this Master Resolution, and the following terms shall have the following meanings:

“Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Bond Fund” means the fund established under Section 4.2 hereof.

“Bondowner”, “Owner” “Bondholder” “Holder” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the Issuer kept by the Bond Registrar.

“Bond Registrar” means each Person appointed by the Issuer as registrar and agent for the transfer, exchange and authentication of the Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar is U.S. Bank National Association, Salt Lake City, Utah, or its successors.

“Master Resolution” means, collectively, this Resolution of the Issuer adopted on _____, 2012, and the Parameters Resolution authorizing the issuance and sale of the Bonds.

“Bonds” means the \$_____ General Obligation Refunding Bonds, Series 2012, of the Issuer authorized by this Master Resolution.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

“City Recorder” means the City Recorder of the Issuer or any duly authorized deputy.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form of Exhibit “C” hereto.

“Council” means the City Council of the Issuer.

“DTC” means The Depository Trust Company as securities depository for the Bonds, or its successors.

“Election” means the special bond election held in the Issuer on June 28, 2005.

“Government Obligations” means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Issuer” means the City of Cedar Hills, Utah County, Utah or any successor.

“Mayor” means the Mayor of the Issuer or any Acting Mayor.

“Official Notice of Bond Sale” means the Official Notice of Bond Sale of the Issuer with respect to the Bonds.

“Original Issue Date” means _____, 2012, the date the Bonds are originally dated.

“Parameters Resolution” means that certain resolution adopted by the Issuer on March 20, 2012, authorizing the issuance and sale of the Bonds subject to certain parameters.

“Paying Agent” means each Person appointed by the Issuer as paying agent with respect to the Bonds pursuant to Section 2.5 hereof. The initial Paying Agent is U.S. Bank National Association, Salt Lake City, Utah, or its successors or assigns.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Pricing Committee” means the committee consisting of the Mayor, City Manager, and Finance Director appointed pursuant to the Authorizing Resolution of the Issuer adopted on December 4, 2012.

“Project” means the refinancing of the acquisition and construction of the Cedar Hills golf course as originally financed through the Municipal Building Authority of the City of Cedar Hills by the issuance of its Lease Revenue Bonds, Series 2001.

“Record Date” means (a) with respect to each interest payment date, the fifteenth day immediately preceding such interest payment date, and (b) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall be not less than 15 calendar days before the mailing of such notice of redemption.

“Refunded Bonds” means the outstanding General Obligation Refunding Bonds, Series 2005, which currently refunded the Lease Revenue Bonds, Series

2001 issued by the Municipal Building Authority of Cedar Hills, Utah to provide temporary financing of the costs of acquisition and construction of the Cedar Hills Golf Course.

“Underwriter” means _____, .

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Master Resolution, refer to this Master Resolution in its entirety.

1.2. Authority for Master Resolution This Master Resolution is adopted pursuant to the Election and the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Master Resolution, a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of \$_____. Such series of bonds shall be designated "City of Cedar Hills, Utah County, Utah, General Obligation Refunding Bonds, Series 2012." The Bonds shall be issued in fully registered form only, without coupons, and initially in book-entry form.

The Bonds shall be general obligations of the Issuer for the payment of which the full faith, credit and taxing power of the Issuer are hereby pledged, and the Issuer hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Bonds as they fall due and payable and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

2.2. Purpose. The Bonds are hereby authorized to be issued for the purpose of (a) refunding the Refunded Bonds, and (b) paying issuance expenses incurred in connection with the issuance of the Bonds.

2.3. Bond Details. The Bonds shall mature on the dates and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date with interest payable beginning _____, 20__, and semiannually thereafter on _____ and _____ in each year and with principal payable on _____, 20__ payable as follows:

Maturity (_____)	<u>Principal Amount</u>	<u>Interest Rate</u>
---------------------	-------------------------	----------------------

- 2012
- 2013
- 2014
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020

2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035

Each Bond shall accrue interest from the interest payment date next preceding the date on which it is authenticated, unless (a) it is authenticated before the first interest payment date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (b) it is authenticated upon an interest payment date, in which case interest shall accrue from such interest payment date; provided that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Bonds shall bear interest on overdue principal at the aforesaid respective rates.

2.4. Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof. The Bonds shall be numbered with the letter prefix “R” and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5. Paying Agent and Bond Registrar. The Issuer hereby appoints U.S. Bank National Association to act as Paying Agent and Bond Registrar under the terms and conditions of this Master Resolution. The Issuer may remove any Paying Agent and any Bond Registrar, and appoint a successor or successors thereto. The Issuer shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Master Resolution by executing and delivering to the Issuer a written acceptance thereof.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond

shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

2.6. Redemption.

a. Optional Redemption. The Bonds maturing on or before _____, 20__, are not subject to redemption prior to maturity. The Bonds maturing after _____, 20__, are subject to redemption prior to maturity in whole or in part on any Business Day on or after _____, 20__, at the option of the Issuer, from such maturities or parts thereof as may be selected by the Issuer, upon not less than thirty (30) days' prior notice, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

b. Mandatory Redemption. The Bonds are subject to mandatory redemption in whole or in part on any date if the Project or any portion thereof is sold or otherwise alienated by the Issuer or any other action occurs after the issue date to cause either the private business tests or the private loan financing test as defined by the Code to be met and the Bonds or any portion thereof may be deemed to be nonqualifying bonds and the Bonds may be so redeemed at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date upon not less than thirty (30) days' prior notice.

If fewer than all of the Bonds of any maturity are called for redemption, the Bonds to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate, each \$5,000 of principal amount to the Bonds being counted as one Bond for this purpose. If a portion of a Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

2.7. Notice of Redemption.

(a) In the event any Bonds are to be redeemed, the Issuer shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by registered or certified mail, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to each Registered Owner of the Bonds to be redeemed, at the address shown on the registration books of the Issuer maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and

the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds; (ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed and, if less than all of any Bond, the principal amount of each Bond that is to be redeemed; and (ix) that the interest on the Bonds or portion of Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds or portions of Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar, at least two (2) business days in advance of the mailed notice to Registered Owners of Bonds to be redeemed, by registered or certified mail or overnight delivery service to the Underwriter and to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company of New York, New York; and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania), and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds (such as Financial Information, Inc.'s Financial Daily Called Bond Service, Kenny Information Service's Called Bond Service, Moody's Municipal and Government, and Standard & Poor's Called Bond Record). Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

Each notice may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a

reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

2.8. Partially Redeemed Bonds. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bonds by \$5,000.

2.9. Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (b)(ii) of this Section 2.9, "DTC"). Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the Issuer kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Bonds, (ii) the

delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, any of the Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or Redemption Price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or Redemption Price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph b(i) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or Redemption Price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Issuer, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Bonds or the Issuer; and the Issuer shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Bonds upon receipt by the Issuer, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds to the effect that: (1) DTC is

unable to discharge its responsibilities with respect to the Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Bonds.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Issuer and the Bond Registrar addressed to DTC with respect to the Bonds.

(v) In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution by the Issuer or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

2.10. Sale of Bonds.

(a) The Bonds are hereby sold to the Underwriter at an aggregate price of \$ _____ (the total principal amount of the Bonds, less a net original issue discount of \$ _____, less an Underwriter's discount of \$ _____), plus accrued interest, if any, on the Bonds from the Original Issue Date to the date of delivery of and payment for the Bonds, on the terms and conditions set forth in the Underwriter's bid to purchase the Bonds upon the basis of the representations therein set forth.

(b) The final form of Official Statement of the Issuer in substantially the form attached hereto as Exhibit “D”, with such changes, insertions and revisions as the Mayor shall approve, is hereby authorized and the Mayor shall execute and deliver such final Official Statement to the Underwriter for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by said Mayor's execution of the final Official Statement. The Issuer has previously deemed, and does hereby deem final the Preliminary Official Statement within the meaning and for the purposes of Paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds.

2.11. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested by the City Recorder (the signatures of said Mayor and City Recorder being either manual and/or by facsimile) and the corporate seal of the Issuer or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of said Mayor and City Recorder and such facsimile of the seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation and sealing of the Bonds by said officials. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Master Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Master Resolution and that the Holder thereof is entitled to the benefits of this Master Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (a) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be certified as registered by the same Bond Registrar, and (b) the date of authentication of the Bond is inserted in the place provided therefore on the Certificate of Authentication.

The Mayor and City Recorder of the Issuer are authorized to execute, attest and seal from time to time, in the manner described above, Bonds (the “Exchange Bonds”) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate (if applicable) and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided that any Exchange Bonds registered, authenticated (if

applicable) and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

2.12. Delivery of Bonds; Application of Proceeds. The Bonds shall be delivered to the Underwriter at such time and place as provided in the Official Notice of Bond Sale. The City Recorder of the Issuer is hereby instructed to make delivery of the Bonds to the Underwriter and to receive payment therefore in accordance with the terms of the Official Notice of Bond Sale.

2.13. Further Authority. The Mayor, the City Recorder, the City Manager and the Finance Director of the Issuer and other officers of the Issuer, as may be required, are hereby authorized and directed to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds.

2.14. Redemption of Golf Course Bonds. The Issuer authorizes the redemption of the Lease Revenue Bonds, Series 2001 of the Municipal Building Authority of Cedar Hills, directs its officers to take all actions needful and helpful to call redeem such bonds and ratifies all actions taken to call and redeem such bonds.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

3.1. Transfer of Bonds.

(a) Any Bond, may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.11 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any interest payment date after the Record Date to and including such interest payment date or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The Issuer shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Bondholder, at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.8 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

3.2. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered

Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.8 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

3.3. Bond Registration Books. This Master Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

3.4. List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

3.5. Duties of Bond Registrar. The obligations and duties of the Bond Registrar hereunder include the following:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to pay costs of issuance in accordance with a certificate to be signed by the Mayor or his designee;

(c) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(d) to give notice of redemption of Bonds as provided herein;

(e) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(f) to furnish the Issuer at least annually a certificate with respect to Bonds canceled and/or destroyed; and

(g) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

4.1. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds, and all recitals and representations in this Master Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the Council, are the covenants, statements, representations and agreements of the Issuer.

4.2. Levy of Taxes. The Issuer covenants and agrees to establish a Bond Fund to pay the interest falling due on the Bonds as the same becomes due and also to provide for the payment of the principal of the Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the Issuer in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Master Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Auditor of Utah County, Utah in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The Issuer shall transfer from the Bond Fund to the Paying Agent at least one day prior to the principal and/or interest payment date on the Bonds, sufficient moneys to pay all principal, premium, if any, and interest falling due on said payment or redemption date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Fund by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Fund shall be depleted at least once each year by the Issuer except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Fund or one-twelfth of the annual debt service on the Bonds.

4.3. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, a copy of which is attached hereto as Exhibit "C". In the event the Issuer fails to comply with the Continuing Disclosure Certificate, any Bondholder may take the remedial actions set forth therein.

4.4. Bonds in Registered Form. The Issuer recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon shall be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

4.5. Tax Covenants. The Issuer further covenants and agrees to and for the benefit of the Bondholders that the Issuer (1) will not take any action that would cause interest on the Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the exemption from federal income taxation of interest on the Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer further represents and covenants that no bonds or other evidences of indebtedness of the Issuer payable from substantially the same source of revenue as the Bonds have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the delivery of the Bonds.

4.6. Designation of Issue for Tax Purposes. In accordance with Section 265 of the Code, the Issuer hereby designates the Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of qualified tax-exempt obligations [other than private activity bonds, as defined in Section 141 of the Code (a qualified 501(c)(3) bond, as defined in Section 145 of the Code, not being treated as a private activity bond for this purpose)] which will be issued by the Issuer and by any aggregated issuer (an issuer and all subordinate issuers being treated as a single issuer) during the current calendar year will not exceed \$10,000,000. The total amount of obligations designated by the Issuer and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

4.8. Arbitrage Rebate. The Issuer hereby covenants to fully comply with the provisions of Section 148(f) of the Code and to pay the United States the amounts required thereunder.

ARTICLE V

FORM OF BONDS

5.1 Form of Bonds. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF BOND]

Registered

Registered

UNITED STATES OF AMERICA
STATE OF UTAH
CITY OF CEDAR HILLS
UTAH COUNTY
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2012

Number R- _____

\$ _____

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

INTEREST		ORIGINAL	
<u>RATE</u>	<u>MATURITY DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>
		_____ 0,	
		2012	

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Cedar Hills, Utah County, Utah (the "Issuer"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the interest rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months) (the "Interest Rate"), which interest shall be payable on _____, 20__, and thereafter in each year on the 1st day of _____ and _____, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter mentioned Master Resolution with respect to redemption prior to maturity may become applicable hereto.

Interest on this Bond shall accrue from the _____ or _____ (each an "Interest Payment Date") next preceding the date on which it is authenticated, unless (a) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (b) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on this Bond shall be in default, interest on the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the office of U.S. Bank National Association, as Paying Agent, and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Master Resolution.

This Bond is one of the General Obligation Refunding Bonds, Series 2012 of the Issuer (the "Bonds") limited to the aggregate principal amount of \$_____, issued pursuant to (i) authorization given by the majority of the qualified registered electors of the Issuer voting at a special bond election held in the Issuer on June 28, 2005; (ii) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), and (iii) resolutions of the Issuer adopted on March, 2012, and _____, 2012 (collectively, the "Master Resolution"). The purpose of the Bonds is to (a) refund the outstanding General Obligation Refunding Bonds, Series 2005, and (b) pay issuance expenses incurred in connection with the issuance of the Bonds.

U.S. Bank National Association is the initial bond registrar and paying agent with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Issuer covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal thereof as the same falls due; provided, however, that the Issuer may apply other funds available to the Issuer to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond

Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Master Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Issuer is not required to transfer or exchange any Bond (i) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

Optional Redemption. The Bonds maturing on or before _____, 20__, are not subject to redemption prior to maturity in whole or in part. The Bonds maturing after _____, 20__, are subject to redemption prior to redemption in whole or in part on any Business Day on or after _____, 20__, at the option of the Issuer, from such maturities or parts thereof as may be selected by the Issuer, upon not less than thirty (30) days' prior notice, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption. The Bonds are subject to mandatory redemption in whole or in part on any date if the Project or any portion thereof is sold or otherwise alienated by the Issuer or any other action occurs after the issue date to cause either the private business tests or the private loan financing test as defined by the Code to be met and the Bonds or any portion thereof may be deemed to be nonqualifying bonds and the Bonds may be so redeemed at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date upon not less than thirty (30) days' prior notice.

If fewer than all the Bonds of any maturity are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of

the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bonds by \$5,000.

Any redemption of Bonds under the preceding paragraph shall be made as provided in the Resolution upon not less than thirty (30) nor more than forty-five (45) days' notice by mailing a copy of the redemption notice by registered or certified mail, postage prepaid, to the Registered Owners thereof at the address shown on the bond registration books of the Issuer kept by the Bond Registrar on such Record Date for such redemption as is specified on such notice, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing on or prior to such Record Date.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Master Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH COUNTY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and attested by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused the facsimile of its corporate seal to be printed hereon, and said officials by the execution hereof do adopt as and for their own proper signatures their facsimile signatures, if any, appearing on each of the Bonds.

(Do Not Sign)

Mayor

ATTEST:

(Do Not Sign)

City Recorder

(S E A L)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Master Resolution and is one of the \$_____ General Obligation Refunding Bonds, Series 2012 of the City of Cedar Hills, Utah County, Utah.

U.S. Bank National Association, as Bond Registrar

Date of Authentication: _____, 2012

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15.

ARTICLE V

MISCELLANEOUS

5.1. Changes to Forms The forms of Bonds and Official Statement authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor and/or City Recorder, whose execution or approval thereof on behalf of the Issuer shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

5.2. Notice of Bonds to be Issued In accordance with the provisions of Section 11-27-4 of the Act, the City Recorder of the Issuer has caused a “Notice of Bonds to be Issued” to be published one time in the New Utah, a newspaper having general circulation in the Issuer, and has caused a copy of this Master Resolution to be kept on file in the office of said City Recorder for public examination during regular business hours at least thirty (30) days from and after the date hereof. The notice is hereby reaffirmed and approved.

5.3. Ratification All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including but without limitation, the preparation and distribution of the Preliminary Official Statement, which the Issuer had prior to such use and distribution deemed, and does hereby deem, final for purposes of Paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Council, subject to completion thereof with the information established at the time of the sale of the Bonds on the date thereof.

5.4. Severability It is hereby declared that all parts of this Master Resolution are severable, and if any section, paragraph, clause or provision of this Master Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Master Resolution.

5.5. Conflict All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Master Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

5.6. Captions The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Resolution.

5.7. Certification of Fulfillment of Conditions The Council hereby finds and certifies that all conditions precedent to the issuance of the Bonds have been satisfied and fulfilled.

5.8. Maintenance of Records; Copies A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Bonds shall be kept on file with the City Recorder at the City Offices in the Issuer where the same shall be made available for inspection by any Registered Owner of the Bonds, or his, its or their agents for so long as any of the Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Bonds.

5.9. Effective Date This Master Resolution shall take effect immediately upon its approval and adoption by the Pricing Committee.

ADOPTED AND APPROVED this _____, 2012.

CITY OF CEDAR HILLS, UTAH
COUNTY, UTAH

Mayor

City Manager

Finance Director

ATTEST:

City Recorder

[SEAL]

EXHIBIT "A"

RESERVED

EXHIBIT "B"

CONTINUING DISCLOSURE UNDERTAKING

[See Transcript Document No. __]

EXHIBIT "C"

OFFICIAL STATEMENT

[See Transcript Document No. ___]



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	Colleen Mulvey, City Recorder
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Setting the Time and Place of City Council Meetings for 2013
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	David Bunker
BACKGROUND AND FINDINGS: In accordance with UCA 10-3-502, the City is required to set by ordinance the time and place for holding its regular Council meetings.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: n/a	
SUPPORTING DOCUMENTS: Proposed Ordinance and 2013 Public Notice/Schedule of regular City Council meetings.	
RECOMMENDATION: To approve the proposed 2013 City Council meeting schedule.	
MOTION: To adopt Ordinance No. _____, an Ordinance setting the time and place of the regular meetings of the City Council of the City of Cedar Hills, Utah.	

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH.

WHEREAS, §10-3-502 UCA requires that the time and place of regular City Council meetings be set by ordinance, which meetings shall be held once each month, and

WHEREAS, §52-4-202 UCA requires the City to adopt and give notice of its annual meeting schedule.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH:

**SECTION I
ESTABLISHMENT OF TIME AND PLACE OF COUNCIL MEETINGS**

The regular meetings of the City Council of the City of Cedar Hills for the year 2013 shall be held according to the attached schedule, commencing at 7:00 p.m. The location of said council meetings shall be the Cedar Hills Community Recreation Center at 10640 N Club House Drive, Cedar Hills, Utah.

**SECTION II
CONFLICTING ORDINANCES REPEALED**

All other ordinances that are in conflict herewith are hereby repealed.

**SECTION III
EFFECTIVE DATE**

This ordinance shall take effect upon its passage and posting.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILLS, UTAH, THIS 4TH DAY OF DECEMBER, 2012.

APPROVED:

ATTEST:

Gary R. Gygi, Mayor

Colleen A. Mulvey, City Recorder



PUBLIC NOTICE OF REGULAR MEETINGS FOR THE CITY COUNCIL 2013

The City of Cedar Hills, Utah, hereby gives notice that the City Council will hold its regular meetings beginning at 7:00 p.m. at the Community Recreation Center, 10640 N Clubhouse Drive, on Tuesdays according to the following schedule:

MONTH	DATES	TIME
January	8 and 22	7:00 p.m.
February	5 and 19	7:00 p.m.
March	5 and 19	7:00 p.m.
April	9 (conferences)	7:00 p.m.
May	7 and 21	7:00 p.m.
June	4 and 18	7:00 p.m.
July	2 and 16	7:00 p.m.
August	6 and 20	7:00 p.m.
September	3 and 17	7:00 p.m.
October	1 and 15	7:00 p.m.
November	19 (election canvass)	7:00 p.m.
December	3 (holiday schedule)	7:00 p.m.

Posted this 10th day of December, 2012

Colleen A. Mulvey, City Recorder



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, Acting City Manager
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Metropolitan Water District Easement Modification
APPLICANT PRESENTATION:	Ammon Allen, P.E.
STAFF PRESENTATION:	David Bunker

BACKGROUND AND FINDINGS:

In July 2012, Ammon Allen from the Metropolitan Water District of Salt Lake and Sandy presented the current easement issues along the District pipeline. Mr. Allen presented a proposal to modify the current location of the District right-of-way to shift it to the east, out of the rear yards of the homes on Silver Lake Drive, portions of Canyon Heights Drive and Clubhouse Drive. The District has finalized the easement alterations and wishes to finalize the easement exchange.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

District documents showing easement and right-of-way locations, proposed changes to said easements and corresponding agreements.

RECOMMENDATION:

Staff recommends the City Council consider the Easement modifications and authorize the Mayor to execute an easement exchange with the Metropolitan Water District of Salt Lake and Sandy.

MOTION:

To approve/not approve a mutually beneficial easement exchange with the Metropolitan Water District of Salt Lake and Sandy and authorize the Mayor to execute the necessary easement exchange documents as approved by the City attorney and City Engineer.

WHEN RECORDED RETURN TO:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Parcel Nos.: 140060701, 140070501, 368400002, 368400003, 368400004, 368400066, 368400067, 368400068, 368400069, 368400070, 368400071, 368400072, 368400073, 368400074, 368400083, 368400084, 368400085, 368400086, 368400087, 368400088, 368400089, 368400090, 368400091, 368400092, 368400093, 368400500, 368760004, 368760005, 368760006, 368760007, 368760008, 368760009, 368760010, 368760011, 368760012, 368760013, 368760014, 368760015, 368760016, 368760017, 368760018, 368760019, 368760020, 368760021, 368760022, 368760023, 368760024, 368760025, 368760026, 368760027, 368760028, 368760029, 368760050, 368760850, 369030105, 369030111, 369030117, 369030133, 369030134, 369030143, 369140014, 369140015, 369140016, 369140041, 369140042, 369140043, 369140044, 369140049, 369140050, 369140051, 369140052, 369140055, 369140056, 369140057, 369140059, 369140060, 369140061, 369140063, 369140064, 369140065, 369140066, 369140076, 369140500, 369340028, 369340029, 369340053, 369340054, 369340074, 369390001, 369390002, 369390003, 369390004, 369390005, 369390006, 369390007, 369390008, 369390009, 369730001, 369730002, 369730003, 369730004, 369730005, 369730006, 369730007, 369730023, 369730026, 369870032, 369880032, 369880033, 369880034, 369880036, 369880037, 369880039, 369880040, 369880041, 369880043, 369880044, 369880045, 369880046, 369880047, 369880048, 369880049, 369880050, 369880051, 369880052, 369880053, 369880054, 369880055, 369880056, 369880057, 369880058, 369880059, 369880060, 369880061, 369880062, 369880063, 369880064, 369880065, 369880066, 369880073, 513280001, 513280002, 513280003, 513280004, 513280005, 513280006, 513280007, 513280008, 513280009, 513280010, 514370041, 650260001, 651320016, 651660004, 651660005, 651660006, 651660007, 651660008, 651660009, 651660010, 651660032, 651660033, 651660034, 651660038, 651660039, 651660040, 651660051, 651660052, 651660056, 651660057, 651660058, 651660059

EASEMENT EXCHANGE

This EASEMENT EXCHANGE (Agreement) is entered into effective the ____ day of _____, 2012, by and between METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah Metropolitan Water District with its principal offices located in Cottonwood Heights, Utah (District) and CITY OF CEDAR HILLS, a Utah municipal corporation with its principal offices located in Cedar Hills, Utah (City).

PURPOSES

The Salt Lake Aqueduct (SLA) is a mostly 69 inch inside diameter, steel reinforced concrete pipe that extends approximately 42 miles from the toe of Deer Creek Dam in Wasatch County to approximately the mouth of Parleys Canyon in Salt Lake County. The SLA was designed and constructed by the United States Department of the Interior, Bureau of Reclamation (USBR), and was completed in 1951. The SLA is a critical source of drinking water for a significant portion of the Salt Lake Valley.

District received title to the SLA, including the SLA Corridor and related access road and blow-off easements, in October, 2006, pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382. District is in the process of reviewing and surveying the SLA Corridor, licensing acceptable non-District uses of the SLA Corridor, and clearing unacceptable non-District uses and conflicts where possible. District has statutory regulatory authority to protect District facilities, District water and District operations.

The SLA passes through City boundaries. The portions of the SLA that pass through City were constructed by USBR primarily on easement reserved by patent. The act of Congress commonly referred to as the "Canal Act of 1890," Act of August 30, 1890, 26 Sta. 391 reserved to the United States and its contractors an easement for water facilities on all lands patented west of the 100th Meridian after the date of the Act.

District believes that a number of approved subdivision plats for parcels within City depict the SLA Corridor in a manner that is inconsistent with USBR records and recorded USBR documents, resulting in the SLA Corridor easement encumbering certain residential lots in City. For example, in some areas the SLA Corridor extends seventy-five (75) feet from the SLA center line to the west boundary of the SLA Corridor, and fifty (50) feet from the SLA center line to the east boundary of the SLA Corridor according to the recorded USBR documents. Certain recorded subdivision plats depict the SLA Corridor essentially flipped, with the west side being fifty (50) feet wide and the east side being seventy-five (75) wide. In another area the subdivision plat lot line bearing was apparently rotated relative to the SLA Corridor, resulting in some residential lots being encumbered by the SLA Corridor.

Portions of two deeded SLA roadway easements also encumber certain residential lots and City streets. These easements are no longer required by District, as District has access to the SLA via City streets.

City and District desire to clear certain residential lots and certain City streets of any SLA easement. As described in this Agreement, District abandons certain portions of SLA easements. As described in this Agreement, City grants, without warranty or representation, to District certain SLA easements on, over and under certain City-owned open lands and golf course lands adjacent to the existing SLA Corridor to make the described District abandonments possible.

The SLA easements granted by City are compatible with City uses of the described City lands. Clearing the subject City streets and residential lots of SLA easement will benefit City and the public it serves by reducing conflicts which would likely require the attention and time of City personnel, and otherwise require expenditure of limited City resources. Similarly, clearing the subject City streets and residential lots of SLA easement will benefit District and the public it serves by reducing conflicts which would likely require the attention and time of District personnel, and otherwise require expenditure of District resources.

AGREEMENT

NOW, THEREFORE, in consideration of the abandonments and conveyances described here, the parties agree as follows:

1. District Abandonment of Portions of Tract 302 (USBR designation) SLA Corridor Easement. District hereby abandons its easement to the extent it overlaps or encumbers the following parcels:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29, inclusive, of Canyon Heights at Cedar Hills, Plat B, according to the records of the Utah County Recorder; and

Lots 61, 62, 63, 64 and 65, inclusive, of Canyon Heights at Cedar Hills, Plat A, according to the records of the Utah County Recorder.

The history of the District's interest in Tract 302 SLA Corridor easement is as follows:

a. The act of Congress commonly referred to as the "Canal Act of 1890," Act of August 30, 1890, 26 Stat. 391 reserved to the United States and its contractors an easement for water facilities on all lands patented west of the 100th Meridian after the date of the Act. USBR exercised that easement for the SLA prior to 1951.

b. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

2. District Abandonment of Portions of Tract 302 Roadway Easement. District hereby abandons a portion of a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or south side and Twenty-five (25.0) feet on the left or north side of the following described center line, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at a point in the East Half of Southeast Quarter (E½SE¼) of Section Eight (8), Township Five (5) South, Range Two (2) East, Salt Lake Base & Meridian, from which point the Southeast corner of said Section 8 lies East Thirteen Hundred Forty-three and Five-tenths (1343.5) feet and South One Thousand Twenty-nine and Three-tenths (1029.3) feet, more or less; thence South 67°57' East Three Hundred Fifty-six and Two-tenths (356.2) feet; thence South 63°16'30" East Six Hundred Thirty-nine and One-tenth (639.1) feet; thence South 74°39'30" East One Hundred Three and Two-tenths (103.2) feet, more or less, to the west line of the Salt Lake Aqueduct right of way, from which point the Southeast corner of said Section 8 lies South Five Hundred Eighty and Seven-tenths (580.7) feet and East Three Hundred Forty-five and Seven-tenths (345.7) feet, more or less; Containing 1.26 acres, more or less.

Less and excepting that portion of Tract 302* Road Easement, more particularly described as follows:

Beginning at the intersection of the southerly line of Tract 302* (Road Easement) and the westerly line of the Salt Lake Aqueduct, which point lies North 00°19'21" West, a distance of 545.84 feet along the East line of the Southeast Quarter of Section 8, Township 5 South, Range 2 West, Salt Lake Base and Meridian and South 89°40'39" West, a distance of 309.83 feet from the Southeast Quarter of said Section 8; and running thence along said southerly line the following two courses: 1. North 74°58'51" West, a distance of 146.95 feet; thence 2. North 63°35'51" West, a distance of 92.73 feet; thence North 24°37'22" West, a distance of 5.50 feet to the southerly end of North Fork Drive (a public street) and point on a non-tangent curve to the left of which the radius point lies North 15°12'24" East, a radial distance of 50.00 feet; thence northeasterly along said North Fork Drive and arc, through a central angle of 75°55'39", a distance of 66.26 feet to the northerly line of said Tract 302* (Chord bears North 67°14'35" East, 61.52 feet); thence along said northerly line the following two courses: 1. South 63°35'51" East, a distance of 51.79 feet; thence 2. South 74°58'51" East, a distance of 96.47 feet to said westerly line of the Salt Lake Aqueduct; thence South 27°16'59" East, a distance of 67.60 feet along said westerly line to the Point of Beginning. Contains 9,423 square feet or 0.216 acres, more or less.

The history of the District's interest in the easement is as follows:

- a. On February 2, 1940 Richard D. Wadley and Mary Ellen Wadley conveyed by "Warranty Deed of Easement" to the Metropolitan Water District of Salt Lake City ("MWDSL"), recorded as Entry No. 873, Book 348, Page 628 on February 5, 1940 in the offices of the Utah County Recorder, a 50' wide perpetual easement "to construct, operate and maintain a road or roads."
 - b. On December 19, 1949 MWDSL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.
 - c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.
3. District Interest in Tract 303 SLA Corridor. District retains all of its right title and interest in and to a 0.09-acre, more or less, property described as follows:

A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section Eight (8), Township Five (5) South, Range Two (2) East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point from which point the east quarter corner of said Section 8 bears East Thirteen Hundred Twenty (1320.0) feet, more or less; thence South One Hundred Three and Eight-tenths (103.8) feet; thence North 36°09'30" West One Hundred Twenty-eight and Six-tenths (128.6) feet; thence East Seventy-five and Nine-tenths (75.9) feet to the point of beginning.

The history of the District's interest is as follows:

- a. On September 19, 1939 R. E. Caldwell and Estelle Neff Caldwell conveyed the property by "Warranty Deed" to MWDSLCL, recorded as Entry No. 9860 on October 15, 1939 in the offices of the Utah County Recorder.
- b. On December 19, 1949 MWDSLCL quitclaimed an interest in and to the parcel to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.
- c. On October 2, 2006 USBR quitclaimed an interest in and to the parcel, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

4. District Abandonment of Portions of Tract 303 Roadway Easement. District hereby abandons a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or south side and Twenty-five (25.0) feet on the left or north side of the following described center line, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at a point in the West Half of Southeast Quarter (W½SE¼) of Section Eight (8), Township Five (5) South, Range Two (2) East, Salt Lake Base & Meridian, from which point the south quarter corner of said Section 8 bears South 0°57'30" East Thirteen Hundred Eighty-eight and Nine-tenths (1388.9) feet, more or less; thence North 81°20'30" East Three Hundred Seventy-five and Four-tenths (375.4) feet; thence South 67°57' East Nine Hundred Eighty-seven and Three-tenth (987.3) feet, more or less, from which point the Southeast corner of said Section 8 lies East Thirteen Hundred Forty-three and Five-tenths (1343.5) feet and South One Thousand Tenty-nine and Three-tenths (1029.3) feet, more or less; Containing 1.55 acres, more or less.

The history of District's interest in the Tract 303 roadway easement is as follows:

- a. On September 19, 1939 R. E. Caldwell and Estelle Neff Caldwell conveyed by "Warranty Deed of Easement" to MWDSLCL, recorded as Entry No. 9861 on October 15, 1939 in the offices of the Utah County Recorder, a 50' wide perpetual easement "to construct, operate and maintain a road or roads."
- b. On December 19, 1949 MWDSLCL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.
- c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

5. District Abandonment of Portions of Tract 304 Roadway Easement. District hereby abandons a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land 50 feet wide and included between two lines extended to the property lines and everywhere distant 25 feet on the right or to the south and 25 feet on the left or to the north of the following described center line, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at a point on the east line of the American Fork Canyon Highway right of way in the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 8, Township 5 South, Range 2 East, S.L.B. and M., from which point the south quarter (S $\frac{1}{4}$) corner of said Section 8 lies East 217.3 feet and South 1596.6 feet, more or less; thence North 83°11' East 32.2 feet; thence South 37°43'30" East 267.6 feet, more or less, from which point the south quarter (S $\frac{1}{4}$) corner of said Section 8 bears South 0°57'30" East 1388.9 feet, more or less; containing 0.34 acre, more or less.

The history of District's interest in the Tract 304 roadway easement is as follows:

- a. On October 20, 1939 Julia Ann Allen, Byard N. Allen, Erevah D. Allen, Merrill Allen, Maurine C. Allen, and Elva Allen conveyed by "Warranty Deed of Easement" to MWDSLCL, recorded as Entry No. 2419 on March 28, 1942 in the offices of the Utah County Recorder, a 50' wide perpetual easement "to construct, operate and maintain a road or roads."

b. On March 5, 1951 MWDSLCL quitclaimed an interest in and to the easement to USBR, recorded as Entry No. 6964, Book 606, Page 603-606 on July 2, 1952 in the offices of the Utah County Recorder.

c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

6. District Abandonment of Portions of Tract 305 SLA Corridor Easement. District hereby abandons its easement to the extent it overlaps or encumbers the following parcels:

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 inclusive, of Canyon Heights at Cedar Hills, Plat B, according to the records of the Utah County Recorder; and

Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, and 65 inclusive, of Canyon Heights at Cedar Hills Plat D, according to the records of the Utah County Recorder.

The history of the District's acquisition of the Tract 305 SLA Corridor easement is as follows:

a. The act of Congress commonly referred to as the "Canal Act of 1890," Act of August 30, 1890, 26 Sta. 391 reserved to the United States and its contractors an easement for water facilities on all lands patented west of the 100th Meridian after the date of the Act. USBR exercised that easement for the SLA prior to 1951.

b. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

7. District Abandonment of Portions of Tract 306 SLA Corridor Easement. District hereby abandons its easement to the extent it overlaps or encumbers the following parcels:

Lots 49, 50, and 51 inclusive, of Canyon Height at Cedar Hills Plat D, according to the records of the Utah County Recorder.

The history of the District's interest in the Tract 306 SLA Corridor easement is as follows:

a. On May 10, 1960 USBR, recorded as Entry No. 3565, Book 899, Pages 594-595 on March 13, 1962 in the offices of the Utah County Recorder, a notice of right-of-way

pursuant to reservation or right-of-way of the Act of August 30, 1890 (26 Stat. 391) or the 1905 Session Laws of Utah, Page 176.

b. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

8. District Abandonment of Portions of Tract 307 SLA Corridor Easement. District hereby abandons its easement to the extent it overlaps or encumbers the following parcels:

Lots 39, 40, 41, 43, 44, 45, 46, 47, 48, and 49 inclusive, of Canyon Height at Cedar Hills Plat D, according to the records of the Utah County Recorder.

The history of the District's interest in the Tract 307 SLA Corridor easement is as follows:

a. The act of Congress commonly referred to as the "Canal Act of 1890," Act of August 30, 1890, 26 Sta. 391 reserved to the United States and its contractors an easement for water facilities on all lands patented west of the 100th Meridian after the date of the Act. USBR exercised that easement for the SLA prior to 1951.

b. Quitclaim deed from the State of Utah to Ernest L. Thayne and George A. Monson, recorded as Entry 2764, Pages 62-64, on February 21, 1957 in the offices of the Utah County Recorder, states in part "rights of way for canals, ditches, tunnels, telephone, and transmission lines constructed by authority of the United States are hereby reserved. U.S. Act Aug. 30, 1890 26 Stat. 391) 86-2-3, Utah Code Annotated 1943."

c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

9. District Abandonment of Portions of Tract 307 Roadway Easement. District hereby abandons a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the east or the right side and Twenty-five (25.0) feet on the west or left side of the following described center line, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at a point in the East Half of the Southwest Quarter (E½SW¼) of Section Five (5), Township Five (5) South, Range Two (2) East, Salt Lake Base & Meridian, from which point the south quarter corner of said Section 5 lies East Thirteen Hundred Twenty-six and Eight-tenths (1326.8) feet and South Twenty-five (25.0) feet, more or less; thence East One Hundred Three and Six-tenths (103.6) feet; thence North 25°07'15" East Sixty-seven and Nine-tenths (67.9) feet; thence North 35°42'15" East One Thousand Ninety-seven and Six-tenths (1097.6) feet to a point on the west line of the Salt Lake Aqueduct right of way, from which point the South quarter corner of said Section 5 lies South Nine Hundred Eighty-two and Three-tenths (982.3) feet and East Five Hundred Fifty and Seven-tenths (550.7) feet, more or less; Containing 1.49 acres, more or less.

The history of District's interest in the Tract 307 roadway easement is as follows:

- a. On March 3, 1938 the State of Utah conveyed by Deed of Easement to MWDSLCL, recorded as Entry No. 7837, Book 348, Page 410 on August 24, 1939 in the offices of the Utah County Recorder, a 50' wide perpetual easement "to construct, operate and maintain a road or roads."
 - b. On December 19, 1949 MWDSLCL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.
 - c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.
10. Prior Abandonment of Tract 309-A SLA Blow-off Easement. District acknowledges the abandonment of Tract 309-A as described in a Subdivision Agreement between the United States of America, MWDSLCL, and Jim Yates dated December 10, 1998 (USBR Contract No. 8-LM-41-10290).

District hereby retains the 30' wide and 10' wide blow-off easements granted by Jim Yates to USBR and MWDSLCL on May 11, 1999, recorded as Entry 55769, Book 5083, Page 812 on May 13, 1999 in the offices of the Utah County Recorder.

11. District Abandonment of Portions of Tract 311 SLA Corridor Easement. District hereby abandons its easement to the extent it overlaps or encumbers the following parcels:

Lots 14, 15, 16, 49, and 50 inclusive of the Cedars at Cedar Hills Plat D subdivision according to the records of the Utah County Recorder; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 inclusive of the Cedars at Cedar Hills Plat F subdivision according to the records of the Utah County Recorder.

The history of District's interest in the Tract 311 SLA Corridor easement is as follows:

- a. On August 21, 1939 Junius J. Hayes and Genevieve S. Hayes conveyed by "Deed of Easement" to MWDSL, recorded as Entry No. 7904, Book 348, Page 419 on August 29, 1939 in the offices of the Utah County Recorder, a 100' wide perpetual easement "to construct, reconstruct, operate and maintain a pipeline, aqueduct, or conduit, and a road or roads."
- b. On December 19, 1949 MWDSL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.
- c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

12. District Abandonment of Portions of Tract 311 Roadway Easement. District hereby abandons a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-one (31), Township Four (4) South, Range Two (2) East, Salt Lake Base and Meridian, Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the north or right side and Twenty-five (25.0) feet on the south or left side of the following described center line, measured at right angles thereto:

Beginning at a point from which the east quarter corner of said Section 31 bears North Twenty-five (25.0) feet, more or less; thence West Nine Hundred Sixty-eight and Four-tenths (968.4) feet; thence South 51°36' West Twelve Hundred Ninety and Eight-tenths (1290.8) feet, more or less, to a point on the East line of the Salt Lake Aqueduct right of way, from which point the east quarter corner of said Section 31 lies East Nineteen Hundred Eighty (1980.0) feet and North Eight Hundred Twenty-six and Eight-tenths (826.8) feet, more or less; Containing 2.6 acres, more or less.

The history of District's interest in the Tract 311 roadway easement is as follows:

a. On August 21, 1939 Junius J. Hayes and Genevieve S. Hayes conveyed by "Deed of Easement" to MWDSLCL, recorded as Entry No. 7904, Book 348, Page 419 on August 29, 1939 in the offices of the Utah County Recorder, a 50' wide perpetual easement "to construct, reconstruct, operate and maintain a road or roads."

b. On December 19, 1949 MWDSLCL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.

c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

13. District Abandonment of Portions of Tract 312 Roadway Easement. District hereby abandons a 50 ft wide perpetual easement for the construction and operation of roads across the following described lands:

A strip of land in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirty-two (32), Township Four (4) South, Range (2) East, Salt Lake Base and Meridian, Fifty (50.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the north or right side and Twenty-five (25.0) feet on the south or left side of the following described center line, measured at right angles thereto. Said center line is more particularly described as follows:

Beginning at a point on the west line of the American Fork Canyon Highway right of way, from which point the west quarter corner of said Section 32 lies West Six Hundred Four and Two-tenths (604.2) feet and North Twenty-five (25.0) feet, more or less; thence West Six Hundred Four and Two-tenths (604.2) feet to a point on the West line of the Grantor's property, from which point the West quarter corner of said Section 32 bears north Twenty-five (25.0) feet, more or less; Containing 0.69 of an acre, more or less.

The history of District's interest in the Tract 312 roadway easement is as follows:

a. On June 29, 1939 Leslie D. Spilsbury and Cora May Spilsbury conveyed by "Warranty Deed of Easement" to MWDSLCL, recorded as Entry No. 9858, Book 350, Page 136 on October 19, 1939 in the offices of the Utah County Recorder, a 50' wide perpetual easement.

b. On December 19, 1949 MWDSLCL quitclaimed an interest in and to the easement to USBR, recorded as Entry 401, Book 545, Pages 131-149 on January 13, 1950 in the offices of the Utah County Recorder.

c. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to District, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

14. City Grant of Replacement SLA Corridor Easements. City hereby grants to District, without warranty or representation, permanent easements on, in, over and under the following parcels of City lands. City recognizes District's prior easement interest reserved by patent and as conveyed to District by USBR on October 2, 2006, Entry No. 130076:2006 in the offices of the Utah County Recorder. District's rights to construct and reconstruct, operate and maintain underground pipelines and appurtenant structures as pertain to the unabandoned portions of the SLA Corridor remain in full effect.

For those areas of replacement easement located outside of District's prior easement interest, said easements will be limited to temporary uses (not to exceed 12 months duration) from time to time for the construction, reconstruction, maintenance, repair, replacement and improvement of the SLA and related or replacement facilities and equipment, including, but not limited to excavation, staging, access, storage of spoils, materials and equipment.

The replacement easement is described as follows:

A tract of land located in the SE1/4SW1/4 of Section 5, and portions of Section 8, all in Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 8; and running thence South 89°28'31" West, a distance of 84.29 feet along the south line of said Section 8; thence North 05°45'55" West, a distance of 206.32 feet to a point of curve to the left having a radius of 300.00 feet and a central angle of 14°34'29"; thence northerly along the arc a distance of 76.31 feet to the south line of Lot 65, Canyon Heights at Cedar Hills, Plat A on file in the office of the Utah County Recorder (Chord bears North 13°03'09" West, 76.11 feet); thence along the southerly and easterly boundary of said Lot 65 the following five courses: 1. North 58°11'45" East, a distance of 29.77 feet; thence 2. North 33°12'10" East, a distance of 25.50 feet to the southeasterly corner of said Lot 65; thence 3. North 27°13'33" West, a distance of 267.95 feet; thence 4. South 62°45'16" West, a distance of 99.03 feet; thence 5. North 40°22'42" West, a distance of 83.34 feet to the southerly line of a 30 foot wide Drainage/Trail Easement and Public Utility Easement as shown on said Canyon Heights at Cedar Hills, Plat A; thence along said southerly line South 65°18'49" West, a distance of 70.21 feet to the westerly line of a 30 foot wide common driveway

easement as shown on said Canyon Heights at Cedar Hills, Plat A; thence along said westerly line the following two courses: 1. North $00^{\circ}55'40''$ East, a distance of 1.04 feet to a point on a non-tangent curve to the left having a radius of 35.00 ft. and a central angle of $49^{\circ}04'27''$; thence 2. northwesterly along the arc a distance of 29.98 feet to the northerly line of said 30 foot wide Drainage/Trail Easement and Public Utility Easement (Chord bears North $23^{\circ}36'33''$ West, 29.07 feet); thence along said northerly line North $65^{\circ}18'49''$ East, a distance of 60.78 feet to said easterly line of Lot 65; thence along said easterly line North $40^{\circ}22'42''$ West, a distance of 67.29 feet to the south line of Lot 64 of said Canyon Heights at Cedar Hills, Plat A; thence along said south line South $78^{\circ}49'07''$ East, a distance of 179.16 feet to the southeast corner of said Lot 64; thence North $27^{\circ}13'27''$ West, a distance of 1955.23 feet along the easterly line of Lots 64 through 61 of said Canyon Heights at Cedar Hills, Plat A and the easterly line of Lots 29 through 17 of Canyon Heights at Cedar Hills, Plat B on file in the office of the Utah County Recorder to a point on the easterly line of said Lot 17; thence North $36^{\circ}01'33''$ West, a distance of 262.24 feet along the easterly line of Lots 17 through 15 of said Canyon Heights at Cedar Hills, Plat B to the northeast corner of said Lot 15; thence South $53^{\circ}56'48''$ West, a distance of 58.31 feet along the northerly line of said Lot 15 to the southerly corner of Metropolitan Water District of Salt Lake and Sandy Tract 303; thence North $00^{\circ}44'00''$ West, a distance of 108.87 feet along the east line of said Tract 303 to the northeast corner of said Tract 303; thence South $89^{\circ}31'09''$ West, a distance of 75.93 feet along the north line of said Tract 303 to the Northwest corner of said Tract 303; thence North $53^{\circ}39'19''$ East, a distance of 55.06 feet to a southeasterly corner of Lot 13 of said Canyon Heights at Cedar Hills, Plat B; thence North $36^{\circ}20'12''$ West, a distance of 757.86 feet along the easterly line of Lots 13 through 6 of said Canyon Heights at Cedar Hills, Plat B to a point on the easterly line of said Lot 6; thence North $26^{\circ}00'59''$ West, a distance of 301.24 feet along the easterly line of Lots 6 through 4 of said Canyon Heights at Cedar Hills, Plat B to the northeast corner of said Lot 4; thence along the northerly line of said Lot 4 South $64^{\circ}15'51''$ West, a distance of 17.92 feet; thence North $25^{\circ}44'16''$ West, a distance of 121.40 feet to the southerly line of Lot 65 of Canyon Heights at Cedar Hills, Plat D on file in the office of the Utah County Recorder, said point also being on the north line of Timpanogos Cove (9340 North) and point on a non-tangent curve to the left having a radius of 152.00 ft. and a central angle of $08^{\circ}37'41''$; thence easterly along the arc a distance of 22.89 feet (Chord bears North $68^{\circ}45'23''$ East, 22.87 feet) to the southeast corner of said Lot 65; thence along the easterly line of Lots 65 through 50 of said Canyon Heights at Cedar Hills, Plat D North $25^{\circ}38'55''$ West, a distance of 1,683.99 feet to the northeast corner of said Lot 50; thence South $64^{\circ}16'44''$ West, a distance of 36.95 feet; thence North $26^{\circ}58'49''$ West, a distance of 49.87 feet to the southerly line of Lot 49 of said Canyon Heights at Cedar Hills, Plat D; thence along said southerly line North $56^{\circ}07'06''$ East, a distance of 38.51 feet to the southeast corner of said Lot 49; thence North $25^{\circ}38'55''$ West, a distance of 196.83 feet to the southeast corner of Lot 47 of said Canyon Heights at Cedar Hills, Plat D and point on a curve to the right having a radius of 450.01 ft. and a central angle of $14^{\circ}59'59''$; thence northerly along the arc a distance of 117.81 feet (Chord bears North $18^{\circ}08'56''$ East, 117.48 feet) to a point on the easterly line of Lot 46 of said Canyon Heights at Cedar Hills, Plat D; thence along the easterly line of Lots 46 to 43 of said Canyon Heights at Cedar Hills, Plat D North $10^{\circ}38'56''$ West, a distance of 574.10 feet to the point of curve of a non tangent

curve to the left, of which the radius point lies South 79°21'05" West, a radial distance of 150.00 feet; thence northwesterly along the arc, through a central angle of 40°30'21", a distance of 106.04 feet to the northerly corner of said Lot 43 (Chord bears North 30°54'06" West, 103.85 feet); thence along the westerly line of said Lot 43 South 19°21'58" West, a distance of 52.85 feet to a point on a non-tangent curve to the left having a radius of 100.00 ft. and a central angle of 26°42'19"; thence westerly along the arc a distance of 46.61 feet (Chord bears North 39°41'17" West, 46.19 feet) to the easterly line of Lot 41 of said Canyon Heights at Cedar Hills, Plat D; thence along said easterly line North 19°21'58" East, a distance of 37.27 feet to the Northeast corner of said Lot 41; thence North 64°23'41" West, a distance of 120.52 feet to the Northwest corner of said Lot 41 and point on a non-tangent curve to the left, of which the radius point lies South 55°10'29" East, a radial distance of 271.00 feet; thence southwesterly along the westerly line of said Lot 41 and arc, through a central angle of 07°30'22", a distance of 35.50 feet (Chord bears South 31°02'20" West, 35.48 feet; thence North 64°27'59" West, a distance of 58.38 feet to the easterly line of Lot 40 of said Canyon Heights at Cedar Hills, Plat D and point on a non-tangent curve to the right, of which the radius point lies South 63°00'34" East, a radial distance of 326.83 feet; thence northeasterly along said easterly line of Lot 40 and arc, through a central angle of 06°13'50", a distance of 35.54 feet to the Northeast corner of said Lot 40 (Chord bears North 30°05'02" East, 35.52 feet; thence along the northerly line of said Lot 40 and Lot 39 of said Canyon Heights at Cedar Hills, Plat D North 64°23'41" West, a distance of 210.88 feet to the northwest corner of said Lot 39; thence North 16°04'26" East, a distance of 152.10 feet to the easterly line of said Canyon Heights at Cedar Hills, Plat D; thence along said easterly line and easterly line extended the following four courses: 1. South 64°23'41" East, a distance of 421.52 feet to a point of curve to the right having a radius of 300.00 feet and a central angle of 53°44'45"; thence 2. southeasterly along the arc a distance of 281.41 feet (Chord bears South 37°31'18" East, 271.21 feet); thence 3. South 10°38'56" East, a distance of 613.60 feet; thence 4. South 25°39'03" East, a distance of 903.41 feet to the northerly line of Lot 6, Canyon Heights at Cedar Hills, Plat G on file in the office of the Utah County Recorder; thence North 76°15'23" West, a distance of 32.39 feet along said northerly line to the northwest corner of said Lot 6; thence South 25°38'56" East, a distance of 1,125.31 feet along the westerly line and westerly line extended of said Canyon Heights at Cedar Hills, Plat G; thence North 64°15'44" East, a distance of 27.25 feet; thence South 25°44'16" East, a distance of 389.40 feet; thence South 36°06'06" East, a distance of 1,134.63 feet; thence South 27°17'00" East, a distance of 689.00 feet; thence North 63°17'53" East, a distance of 50.00 feet; thence South 27°17'00" East, a distance of 1,396.85 feet to the east line of said Section 8; thence South 00°19'21" East, a distance of 598.44 feet along said east line to the Point of Beginning.

Containing 1,164,606 square feet or 26.731 acres, more or less.

For those areas of replacement easement located outside of District's prior easement interest, District uses shall not include the permanent placement of District facilities or equipment on, in, over or under the described City lands. District will cause

any disturbed areas to be reasonably restored, including grade, replacement of soils, and restoration of vegetation and any irrigation system.

City will not grant or purport to grant rights to use the described easement parcels which might conflict with the described District easements or make the District's enjoyment of the described easements more expensive, more time consuming, or less convenient. City acknowledges and agrees that the non-District uses of District lands and interests in lands will be managed by District consistent with District policies, procedures and regulations and the same may from time to time be amended.

15. City Grant of Access Easements. City hereby grants to District, without warranty or representation, a permanent easement for District and its employees, contractors and licensee for reasonable ingress and egress to the SLA and related facilities across portions of Parcel 369060001 as shown on Exhibit A.

16. Conforming Survey. District will cause a survey depicting the SLA Corridor as reflecting the described District abandonments and City grants of easement to be prepared and recorded by a licensed land surveyor.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates written below:

Date: _____ METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

By: _____
Michael L. Wilson, General Manager

Date: _____ CITY OF CEDAR HILLS

By: _____
Gary Gygi, Mayor

Colleen Mulvey, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ___ day of _____, 2012, personally appeared before me Michael L. Wilson, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Easement Exchange Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Easement Exchange Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy for the purposes stated therein.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

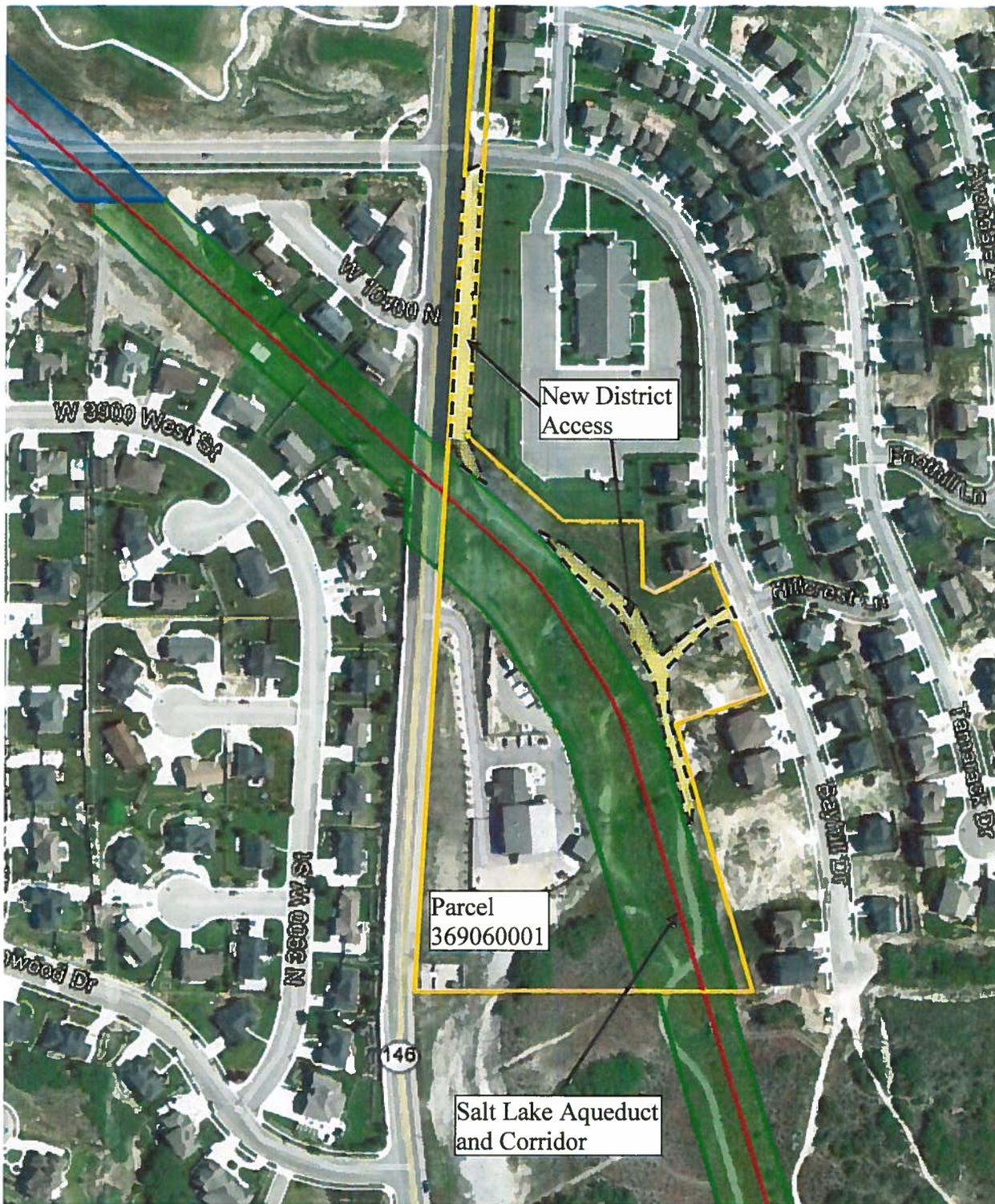
On the _____ day of _____, 2012, personally appeared before me Gary Gygi and Colleen Mulvey, and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of The City of Cedar Hills, Utah, and that they have been duly authorized through an affirmative vote of the City Council of The City of Cedar Hills to execute the above Easement Exchange Agreement for and on behalf of The City of Cedar Hills, Utah, for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A
Access Easement

Exhibit B
Drawings

Exhibit B
District access





CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Engineer
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Golf Car Lease Agreement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Wade Doyle, Golf Operations Manager
BACKGROUND AND FINDINGS: Following City Council discussion on 11-15-12, staff has solicited bids from golf car distributors and have received bids to replace the existing golf car fleet. The recommended low responsive bid was received from RMT Equipment for the E-Z GO RXV. The cars have a four year bumper to bumper warranty and a 25,000 amp hour warranty which the other suppliers did not match. The lease agreement will provide that RMT Equipment pays off all existing lease payments.	
PREVIOUS LEGISLATIVE ACTION: The council previously discussed the golf car details on 11-15-12. No action was taken at that time.	
FISCAL IMPACT: The proposed monthly lease agreement for an 80 cart fleet is \$6,200. The annual cost increase over the current lease commitments is approximately \$20,424.	
SUPPORTING DOCUMENTS: Proposed lease specifications.	
RECOMMENDATION: Staff recommends the City Council approve the low responsive bid from RMT Equipment in the amount of \$6,200 per month.	
MOTION: To approve/not approve the proposed lease agreement with RMT Equipment, which submitted the lowest responsive bid, for 80 E-Z Go RXV Cars to replace the existing fleet.	



A Textron Company

GOLF CAR PROPOSAL

Cedar Hills Golf Course
Attn: Wade Doyle

November 20, 2012

Goal

- Replace existing golf car fleet with (80) E-Z-GO RXV golf cars complete with windshield, hubcaps, sand and seed bottle, ball and club washer, and canopy
- Provide the safest golf car on the market to your customers as E-Z-GO RXV golf car has a fail-safe braking system which requires no latching to set parking brake
- Greatly reduce maintenance expenses on golf car fleet as new cars will be under four year bumper to bumper warranty and the E-Z-GO RXV golf car requires no maintenance or lubrication of suspension and brake components
- Eliminate need for massive battery replacement on existing golf car fleet as new cars will come complete with new batteries with 25,000 amp hour warranty
- Conserve energy/electricity used by E-Z-GO RXV golf car with AC drive power and regenerative braking (up to 30% more efficient than competing vehicles)

Purchase Proposal

- (80) E-Z-GO RXV electric golf cars in Ivory or Forest Green complete with canopy, windshield and hubcaps standard. Price to include a driver's side ball & club washer and sand & seed bottle on each car.
 - \$4,369.29 each or \$349,543.20 total and Cedar Hills City is responsible for payoff of all existing leases

Lease Proposal

- (80) E-Z-GO RXV electric golf cars in Ivory or Forest Green complete with canopy, windshield and hubcaps standard. Price to include a driver's side ball & club washer and sand & seed bottle on each car.
 - \$6,200 per month for 48 months and RMT Equipment pays off balance of all existing leases

Prices are good for 30 days and include freight and set-up.

4225 South 500 West – Salt Lake City, Utah 84123 – ph. 801.261.2100 – fax 801.262.9740

SLC – Boise – St. George – Portland – Ogden



A Textron Company

By signing this proposal Cedar Hills Golf Course agrees to the purchase price listed on this proposal or the lease agreement listed and places (80) E-Z-GO RXV golf cars on order with RMT Equipment and accepts responsibility for any and all costs associated with cancellation charges that could be incurred.

Signing Officer- Title

Date

4225 South 500 West - Salt Lake City, Utah 84123 - ph. 801.261.2100 - fax 801.262.9740

SLC - Boise - St. George - Portland - Ogden



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, Acting City Manager
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Golf Course Winter Use Policy
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Brian Cloud

BACKGROUND AND FINDINGS:

During the work session on 11-15-12 City Council meeting, Brian Cloud, golf course superintendent presented information regarding winter activities on the golf course. Based on his recommendations, it is proposed that the City adopt the following policy for winter activities on the golf course.

GOLF COURSE WINTER ACTIVITY USE

Winter activities on the Cedar Hills Golf Course, including sledding, snowboarding, ice skating, cross country skiing, snow mobile use, and snow shoeing and related activities are not permitted on the City of Cedar Hills golf course properties. Winter activities are encouraged for use in City parks or private properties. Non-permitted entrance and prohibited use of golf course properties shall be subject to trespassing regulations. We encourage visitors to obey the rules, regulations and posted signs as requirement of entrance to course properties.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

N/A.

RECOMMENDATION:

Staff recommends the City Council consider the proposed policy for Golf Course winter activity use.

MOTION:

To approve/not approve the proposed Golf Course Winter Activity Use policy.



CITY OF CEDAR HILLS

TO:	Mayor and City Council
FROM:	David Bunker, City Manager
DATE:	12/4/2012

City Council Agenda Item

SUBJECT:	Authorization to Receive Construction Bids for the Recreation Center Basement
APPLICANT PRESENTATION:	N/A
STAFF PRESENTATION:	Greg Gordon
BACKGROUND AND FINDINGS:	
<p>In order to finalize costs associated with the completion of the Recreation Center Basement and associated improvements, staff wishes to receive authorization from City Council to complete construction plans, specifications and bid documents, and proceed for advertisement for the improvements of the basement finish package. Initial estimates to complete construction of the basement are approximately \$250K to \$300K. Programming equipment (workout or recreation equipment etc., will not be included in the scope of the bid documents)</p> <p>After bids are received, the City Council would then evaluate the responsive bids and determine if an award of the project is prudent and within the scope of funding available.</p>	
PREVIOUS LEGISLATIVE ACTION:	
None.	
FISCAL IMPACT:	
Completion of final bid documents and plans & specifications is estimated to be approximately \$10,000 to \$15,000.	
SUPPORTING DOCUMENTS:	
Current basement layout.	
RECOMMENDATION:	
Staff recommends the City Council authorize the completion of construction plans, specifications and bid documents and proceed for advertisement to receive construction bids for the Recreation Center Basement.	
MOTION:	
To approve/not approve the completion of construction plans, specifications and bid documents and proceed for advertisement to receive construction bids for the Recreation Center Basement project.	