



ENT 80768:2020 PG 1 of 10
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2020 Jun 11 4:16 pm-FEE 0.00-BY-MA
 RECORDED FOR SPANISH FORK CITY CORPORAT

WHEN RECORDED, RETURN TO,
 AND SEND TAX NOTICES TO:

Spanish Fork City
 Attn: Steve Leifson, Mayor
 40 South Main Street
 Spanish Fork, Utah 84660

Tax Id: _____

**SPECIAL WARRANTY DEED
 FEE SIMPLE DETERMINABLE WITH A POSSIBILITY OF REVERTER**

SPRINGVILLE CITY, a municipal corporation of the State of Utah ("Grantor"), hereby GRANTS AND CONVEYS to SPANISH FORK CITY, a municipal corporation of the State of Utah ("Grantee"), whose mailing address is as first stated above, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described tracts of land in Utah County, Utah, to wit:

See Exhibit A attached hereto and incorporated herein by reference (the "Property");

SUBJECT TO all taxes and assessments, reservations in patents, rights-of-way, covenants, conditions, restrictions, easements, other matters as may appear of record or enforceable in law and equity, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose;

RESERVING UNTO GRANTOR A RIGHT OF REVERTER, ALLOWING THE PROPERTY TO BE USED ONLY FOR the purpose of operating, maintaining, and regulating the Spanish Fork Airport (the "Airport") and other uses incidental to the operation of the Airport by Grantee (collectively, the "Permitted Use"). In the event the Property, or any portion thereof, ceases to be used for the Permitted Use by Grantee:

(1) all of Grantor's current right, title, and interest in the Property, or any such portion, as applicable, shall automatically revert, and reinstate fee simple absolute title, to the Grantor, without the necessity for execution or recordation of any deed or other instrument with respect thereto, and at no cost to the Grantor. Although not necessary to accomplish such automatic reversion to Grantor of the fee simple title to the Property, Grantee shall immediately convey title to the Property to Grantor by special warranty deed reasonably acceptable to Grantor to confirm the reverter of title and record the same with the Utah County Recorder's Office. Grantor's right of reverter ("Reverter Right") described in this Special Warranty Deed Fee Simple Determinable with a Possibility of Reverter (this "Deed") shall be binding upon and effective against any owner of the Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. If only a portion of the Property ceases to be used for the Permitted Use by Grantee, the remainder of the Property shall remain subject to the Reverter Right;

(2) in the event that the Grantor's right, title and interest in the Property is reinstated pursuant to the Reverter Right, the parties shall meet and confer concerning the best option for moving forward as joint owners of the Property. At any time after the Reverter Right is exercised, either party may require the Property to be sold by providing a written notice to the other party of the party's desire to sell the Property. The proceeds of the sale of the Property shall first be used to pay off any State or Federal aviation grant payback obligations that were obtained and/or used for airport improvements on the Property, and after the

grant payback obligations are paid, all remaining proceeds of the sale shall be equally distributed between the Grantee and Grantor. The proceeds of the sale shall not be used to payback any State or Federal aviation grant payback obligations for grants used (1) to purchase airport property after July 1, 2017 or (2) for airport improvements that are not installed on the Property. Any such grant payback obligations shall be the sole responsibility of the Grantee.

(i) If a party exercises its right to have the property sold and the parties cannot determine the procedure for valuing and selling the Property, the Property shall be valued and sold as follows:

- a. The party that desires to sell the Property shall provide the other party with a written notice of the party's desire to sell the Property and include in the notice a determination of the Property's Fair Market Value ("FMV"), which shall be based on the best use of the Property. If the party that receives the notice to sell the Property disagrees with the proposed FMV, then the parties shall jointly select a MAI appraiser with at least five (5) years experience in appraising properties similar to the Property. If the parties cannot agree upon an appraiser, each party shall select a valuation or appraisal firm with experience in the valuation of properties similar to the Property ("Appraisal Firm") who shall be a qualified and impartial person licensed in the State of Utah as an MAI appraiser with at least five (5) years of experience in appraising the type of properties for which they are called on to appraise hereunder in Utah County, Utah. All fees and expenses of each such Appraisal Firm shall be the responsibility of the party that engaged such Appraisal Firm. The two Appraisal Firms shall in good faith make their own determinations of the Property's FMV. If after receiving both of the appraisals from the Appraisal Firms, the parties cannot determine the FMV of the Property, the parties shall agree that the FMV will be the average of the two appraisals;
- b. Once the FMV is determined, the parties shall list the Property for sale and use the parties' best efforts to sell the Property within a reasonable time and for an amount that is equal or greater than the determined FMV.

(ii) The parties may mutually agree at any time to sell the Property under a different process than outlined above or to stop the sale of the Property.

AND Grantor hereby binds itself and its successors to warrant and defend the title to the Property, as against all acts of Grantor herein and none other, subject to the matters above set forth in this Deed.

Grantor's rights under this Deed, including, without limitation, the Reverter Right, shall not be subordinate to any mortgages, deeds of trusts or other security interests unless and until Grantor, Grantee and the holder thereof execute and deliver to one another a subordination, non-disturbance and attornment agreement in favor of Grantor which shall be acceptable to Grantor in its sole and absolute discretion. No subsequent liens, encumbrances, or actions of Grantee or third parties with respect to the Property shall operate to defeat, render invalid, or impair the priority and seniority of Grantor's rights under this Deed, including, without limitation, the Reverter Right, created under this Deed.

If by operation of the Reverter Right, title to the Property reverts to Grantor, Grantor shall not be:

- (A) Liable for any act or omission of or any claims against any prior owner of the Property, including Grantee, which claim or cause of action arose subsequent to the date of July 1, 2017; or
- (B) Subject to any offsets or defenses which any party might have against any prior owner of

the Property, including Grantee, which offsets or defenses arose subsequent to the date of July 1, 2017; or

- (C) Liable for any sum that any prior owner of the Property, including Grantee, owed with respect to the Property, which debt arose subsequent to July 1, 2017; or
- (D) Liable for any monetary, construction, or other obligation of any prior owner of the Property, including Grantee, including any obligation under any liens, mortgages, deeds of trust or other encumbrances recorded against or affecting the Property from and after the date of this Deed; Grantee shall remain responsible to satisfy all of such liens and encumbrances; or
- (E) Liable for any breach of representation or warranty of any prior owner of the Property, including Grantee, which breach arose subsequent to July 1, 2017; or
- (F) Liable for any or a portion of State or Federal aviation grant payback obligations for grants that were obtained and/or used for airport improvements subsequent to July 1, 2017.

If by operation of the Reverter Right, title of the Property reverts to Grantor, Grantor and Grantee agree that any proceeds from the sale of the Property, or any portion thereof, shall first be used to pay for any outstanding State or Federal aviation grant payback obligations for grants that were obtained and/or used for airport improvements on the Property. The Grantee shall be solely responsible for any State and Federal aviation grant payback obligations related to grants that were used for airport improvements on property other than the Property.

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee further agree as follows:

1. Covenant to Comply with Title 49. In the event facilities are constructed, maintained or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("CFR"), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21), and Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

2. Covenant to Comply with Title VI of Civil Rights Act of 1964.

2.1 No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Airport.

2.2 In the construction of any improvements on, over or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, color or national origin.

2.3 Grantee shall use the Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21.

The Property is hereby conveyed "AS-IS, WHERE-IS" and with all faults, and, except as otherwise provided by law, without warranty or representation, express or implied or deemed made by statute or otherwise, or arising by operation of law with respect to the Property, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability, or fitness for a particular purpose of the Property, or any soil conditions related thereto or any improvements thereon.

All of the conditions and restrictions in this Deed, including, without limitation, the Reverter Right, shall be deemed covenants running with the land and binding upon the Property, Grantee and its successors and assigns. Any assignee of Grantee's rights hereunder is hereby given notice of the terms hereof. By accepting any transfer of Grantee's rights hereunder, such assignee agrees to be bound by the terms of this Deed as if executed and delivered by such assignee.

If any provision of this Deed is found to be invalid or unenforceable, such portion shall be stricken from and construed not to constitute a part of this Deed, and the remaining portion shall remain in full force and effect and shall constitute the entire Deed. To the extent that any provision of this Deed would otherwise be invalid or unenforceable due to a violation of the rule against perpetuities, the same shall be construed and interpreted *ut res magis valeat quam pereat* (so that it shall have effect rather than be destroyed), as though it were expressly stated that the happening of any contingency or event must take place, if at all, within the maximum period permitted therefor in order not to violate said rule.

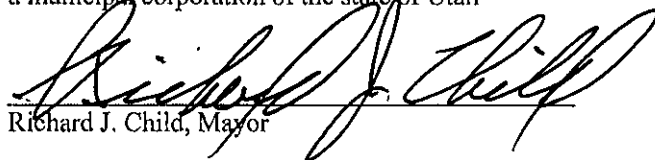
Grantee and its successors and assigns agree to indemnify and hold harmless the Grantor and its successors and assigns from any claims, demands, judgments, and expenses, including, without limitation, attorney's fees, related to the performance of this Deed, including, without limitation, Grantee's breach of any of the covenants, conditions, or restrictions in this Deed, but not including any acts of the Grantor itself.

By acceptance of this Deed or by the acquiring of any right, title or interest in or to the Property, or any portion thereof, Grantee and each subsequent owner and other person or entity acquiring such an interest, for itself, its heirs, personal representatives, successors, transferees, grantees, and assigns also accept all of the covenants, conditions, restrictions and other provisions imposed on the Property by this Deed, and shall be deemed to have agreed to keep, observe, comply with and perform the obligations, covenants, conditions, restrictions and other provisions set forth herein with respect to the Property or portion thereof so acquired.

WITNESS the hands of said Grantor and Grantee as of this 11 day of ~~August, 2018.~~ ^{June, 2020}

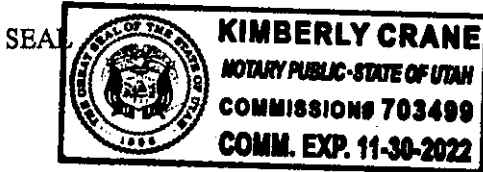
GRANTOR:

SPRINGVILLE CITY,
a municipal corporation of the state of Utah


Richard J. Child, Mayor

STATE OF UTAH)
)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 11 day of June, ²⁰²⁰~~2018~~, by Richard J. Child, Mayor of Springville City.



[Signature]
NOTARY PUBLIC

GRANTEE:

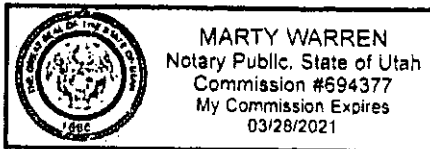
SPANISH FORK CITY,
a municipal corporation of the state of Utah

[Signature]
Steve Leifson, Mayor

STATE OF UTAH)
)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 23 day of August, 2018, by Steve Leifson, Mayor of Spanish Fork City.

SEAL



[Signature]
NOTARY PUBLIC

EXHIBIT A
Legal Description of the Property

That certain real property located in Utah County, Utah, more particularly described as follows:

[]

Tax Id.: _____

SPANISH FORK MUNICIPAL AIRPORT PROPERTY DESCRIPTION

LOCATED IN SECTIONS 1, 2 & 12 OF TOWNSHIP 8 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE & MERIDIAN

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 2 EAST, OF THE SALT LAKE BASE & MERIDIAN;

THENCE, S 00° 00' 05" W FOR A DISTANCE OF 2674.47 FEET TO A POINT ON A LINE.

THENCE, N 90° 00' 00" E FOR A DISTANCE OF 15.87 FEET TO A POINT ON A LINE.

THENCE, S 00° 00' 00" W FOR A DISTANCE OF 300.09 FEET TO A POINT ON A LINE.

THENCE, S 89° 28' 29" W FOR A DISTANCE OF 1119.57 FEET TO A POINT ON A LINE.

THENCE, N 00° 36' 11" E FOR A DISTANCE OF 21.90 FEET TO A POINT ON A LINE.

THENCE, S 89° 58' 44" W FOR A DISTANCE OF 239.59 FEET TO A POINT ON A LINE.

THENCE, S 00° 04' 33" W FOR A DISTANCE OF 22.53 FEET TO A POINT ON A LINE.

THENCE, S 89° 35' 39" W FOR A DISTANCE OF 28.85 FEET TO A POINT ON A LINE.

THENCE, S 00° 35' 07" W FOR A DISTANCE OF 323.40 FEET TO A POINT ON A LINE.

THENCE, N 89° 39' 03" E FOR A DISTANCE OF 45.70 FEET TO A POINT ON A LINE.

THENCE, S 00° 00' 20" E FOR A DISTANCE OF 301.43 FEET TO A POINT ON A LINE.

THENCE, N 89° 21' 33" W FOR A DISTANCE OF 743.24 FEET TO A POINT ON A LINE.

THENCE, N 00° 25' 59" W FOR A DISTANCE OF 878.36 FEET TO A POINT ON A LINE.

THENCE, S 89° 55' 00" W FOR A DISTANCE OF 27.99 FEET TO A POINT ON A LINE.

THENCE, N 00° 08' 00" E FOR A DISTANCE OF 387.11 FEET TO A POINT ON A LINE.

THENCE, N 89° 48' 04" W FOR A DISTANCE OF 528.57 FEET TO A POINT ON A LINE.

THENCE, N 00° 27' 27" E FOR A DISTANCE OF 450.32 FEET TO A POINT ON A LINE.

THENCE, N 90° 00' 00" W FOR A DISTANCE OF 511.84 FEET TO A POINT ON A LINE.

THENCE, N 00° 09' 53" W FOR A DISTANCE OF 1134.62 FEET TO A POINT ON A LINE.

THENCE, N 46° 01' 23" W FOR A DISTANCE OF 10.80 FEET TO A POINT ON A LINE.

THENCE, S 00° 00' 00" W FOR A DISTANCE OF 24.82 FEET TO A POINT ON A LINE.

THENCE, N 47° 32' 12" W FOR A DISTANCE OF 947.92 FEET TO A POINT ON A LINE.

THENCE, N 00° 00' 00" E FOR A DISTANCE OF 56.30 FEET TO A POINT ON A LINE.

THENCE, N 80° 58' 32" W FOR A DISTANCE OF 75.36 FEET TO A POINT ON A LINE.

THENCE, N 47° 32' 13" W FOR A DISTANCE OF 1146.73 FEET TO A POINT ON A LINE.

THENCE, N 00° 01' 32" W FOR A DISTANCE OF 65.37 FEET TO A POINT ON A LINE.

THENCE, N 90° 00' 00" W FOR A DISTANCE OF 511.34 FEET TO A POINT ON A LINE.

THENCE, N 00° 00' 00" W FOR A DISTANCE OF 468.23 FEET TO A POINT ON A LINE.

THENCE, N 87° 43' 29" W FOR A DISTANCE OF 10.16 FEET TO A POINT ON A LINE.

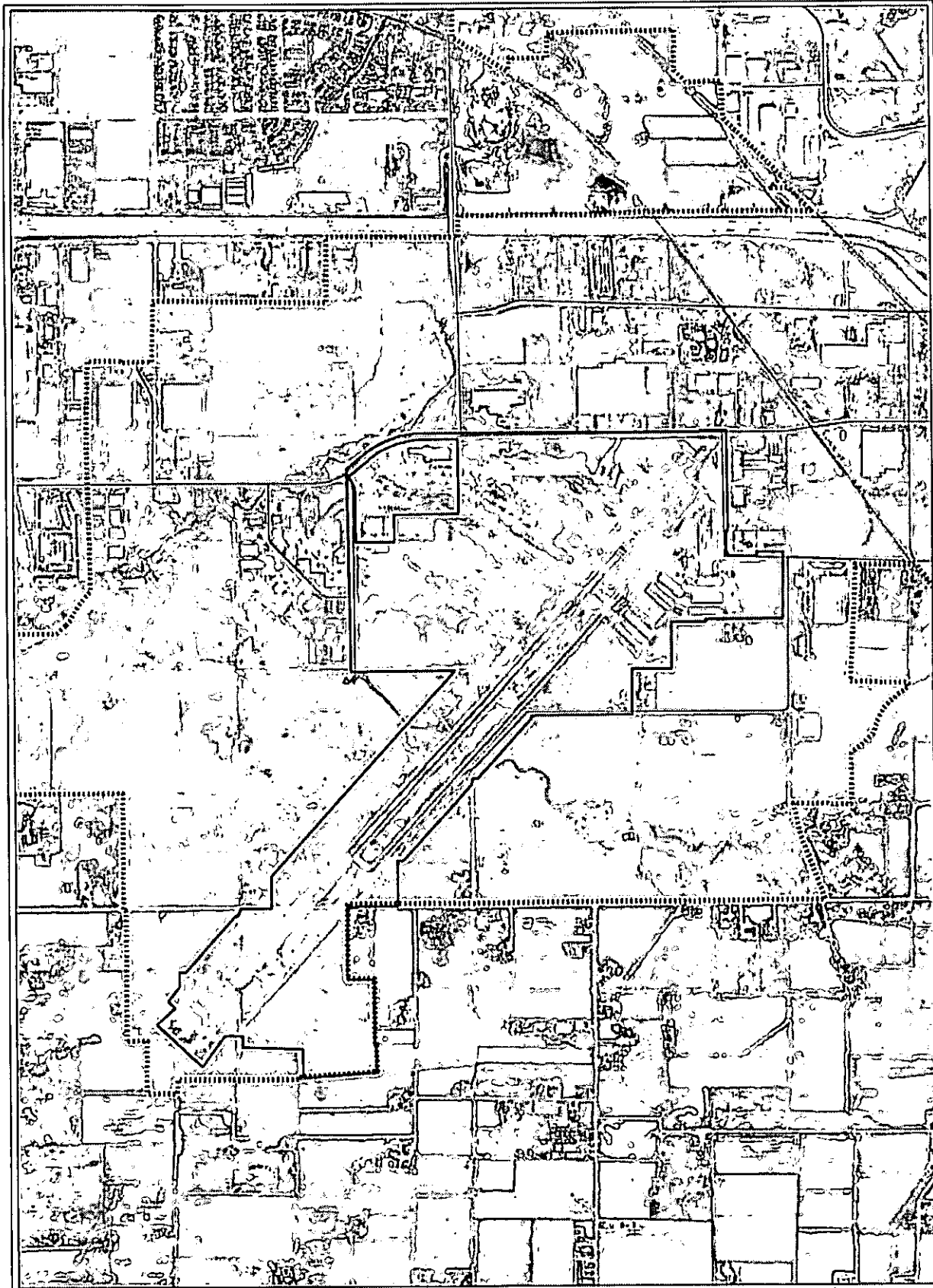
THENCE, N 00° 42' 49" W FOR A DISTANCE OF 106.01 FEET TO A POINT ON A LINE.

THENCE, N 89° 47' 21" W FOR A DISTANCE OF 796.85 FEET TO A POINT ON A LINE.
THENCE, S 00° 00' 00" W FOR A DISTANCE OF 299.91 FEET TO A POINT ON A LINE.
THENCE, S 89° 43' 07" W FOR A DISTANCE OF 744.78 FEET TO A POINT ON A LINE.
THENCE, S 00° 00' 28" E FOR A DISTANCE OF 12.08 FEET TO A POINT ON A LINE.
THENCE, S 88° 48' 22" W FOR A DISTANCE OF 304.75 FEET TO A POINT ON A LINE.
THENCE, N 04° 03' 00" W FOR A DISTANCE OF 837.17 FEET TO A POINT ON A LINE.
THENCE, N 89° 13' 00" E FOR A DISTANCE OF 326.44 FEET TO A POINT ON A LINE.
THENCE, N 01° 54' 00" E FOR A DISTANCE OF 685.59 FEET TO A POINT ON A LINE.
THENCE, S 88° 38' 00" E FOR A DISTANCE OF 128.76 FEET TO A POINT ON A LINE.
THENCE, N 00° 00' 03" E FOR A DISTANCE OF 204.29 FEET TO A POINT ON A LINE.
THENCE, N 53° 14' 25" W FOR A DISTANCE OF 431.58 FEET TO A POINT ON A LINE.
THENCE, N 42° 28' 15" E FOR A DISTANCE OF 699.79 FEET TO A POINT ON A LINE.
THENCE, S 41° 49' 09" E FOR A DISTANCE OF 281.01 FEET TO A POINT ON A LINE.
THENCE, N 42° 27' 29" E FOR A DISTANCE OF 106.10 FEET TO A POINT ON A LINE.
THENCE, S 50° 58' 30" E FOR A DISTANCE OF 206.71 FEET TO A POINT ON A LINE.
THENCE, N 90° 00' 00" E FOR A DISTANCE OF 162.97 FEET TO A POINT ON A LINE.
THENCE, S 00° 00' 01" E FOR A DISTANCE OF 68.67 FEET TO A POINT ON A LINE.
THENCE, S 47° 31' 47" E FOR A DISTANCE OF 853.91 FEET TO A POINT ON A LINE.
THENCE, S 42° 27' 51" W FOR A DISTANCE OF 12.93 FEET TO A POINT ON A LINE.
THENCE, S 47° 32' 09" E FOR A DISTANCE OF 49.98 FEET TO A POINT ON A LINE.
THENCE, N 42° 27' 26" E FOR A DISTANCE OF 12.94 FEET TO A POINT ON A LINE.
THENCE, S 47° 31' 39" E FOR A DISTANCE OF 23.59 FEET TO A POINT ON A LINE.
THENCE, N 90° 00' 00" E FOR A DISTANCE OF 25.13 FEET TO A POINT ON A LINE.
THENCE, S 00° 27' 02" E FOR A DISTANCE OF 361.42 FEET TO A POINT ON A LINE.
THENCE, N 89° 59' 48" E FOR A DISTANCE OF 358.55 FEET TO A POINT ON A LINE.
THENCE, S 47° 37' 50" E FOR A DISTANCE OF 3116.16 FEET TO A POINT ON A LINE.
THENCE, N 00° 23' 04" W FOR A DISTANCE OF 1172.12 FEET TO A POINT ON A LINE.
THENCE, N 89° 11' 47" E FOR A DISTANCE OF 2262.62 FEET TO A POINT ON A LINE.
THENCE S 38° 13' 07" E A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 32° 16' 33.9", HAVING A RADIUS OF 1150.0000 FEET, (CHORD BEARS S22° 04' 49"E FOR A DISTANCE OF 639.29 FEET) TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE, S 00° 17' 57" E FOR A DISTANCE OF 546.51 FEET TO A POINT ON A LINE. TO THE POINT OF BEGINNING

LESS PARCELS 24:004:0016, 24:004:0007, AND 24:004:0012 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES N0°18'49"W ALONG THE SECTION LINE 65.107 FEET AND WEST 66.0 FEET FROM THE SOUTH EAST CORNER OF SECTION 1, TOWNSHIP 8 SOUTH RANGE 2 EAST SALT LAKE BASE & MERIDIAN;

THENCE S89°41'11"W 828.64 FEET; THENCE N0°18'49"W 730.80 FEET; THENCE S89°19'18"W 299.60 FEET; THENCE N0°18'47"W 435.98 FEET; THENCE N89°19'18"E 299.59; THENCE N89°19'06"E 232.29 FEET; THENCE N89°19'30"E 8.79 FEET; THENCE ALONG THE ARC OF A 240 FOOT RADIUS CURVE TO THE LEFT 136.29 FEET, THROUGH A CENTRAL ANGLE OF 32°32'16"(CHORD BEARS: N73°02'59"E 134.47 FEET); THENCE N56°46'53"E 63.30 FEET; THENCE ALONG THE ARC OF A 2.5 FOOT RADIUS CURVE TO THE RIGHT 3.712 FEET, THROUGH A CENTRAL ANGLE OF 85°03'49" (CHORD BEARS: S80°43'44"E 3.38 FEET); THENCE S38°14'19"E 263.00 FEET; THENCE S37°54'29"E 18.087 FEET; THENCE ALONG THE ARC OF A 516.70 FOOT NON-TANGENT CURVE TO THE RIGHT 136.08 FEET, THROUGH A CENTRAL ANGLE OF 15°05'23"(CHORD BEARS: S38°04'10"E 135.69 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC OF A 1078.73 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, 568.646 FEET, THROUGH A CENTRAL ANGLE OF 30°12'11"(CHORD BEARS: S15°25'15"E 562.08 FEET); THENCE S0°19'37"E 369.25 FEET TO THE POINT OF BEGINNING.



SF Airport Property Description

1" = 1,000 FT



Legend

- Airport_Less
- Airport_Legal
- Addresses
- Major Roads
- Railroads
- Spanish Fork Boundary
- Spanish Fork Poly

Print Date: 12/4/2019



Spanish Fork City GIS
40 South Main St
Spanish Fork, UT 84660
GIS Phone Numbers:
(801) 804-4571 (Administrator)
(801) 804-4570 (Intern)
(801) 804-4572 (Intern)

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