

SPANISH FORK SOUTH IRRIGATION COMPANY

Application Packet

Guide to Obtaining an Encroachment Agreement with the
SPANISH FORK SOUTH IRRIGATION COMPANY (SFSIC)

Spanish Fork South Irrigation Company

This packet is intended to assist Applicants in working with Spanish Fork South Irrigation Company (SFSIC). All entities or persons proposing projects within the SFSIC corridor or affecting SFSIC facilities must obtain permission from SFSIC prior to performing work.

This permission is usually granted with an encroachment agreement. In an encroachment agreement, SFSIC grants permission for the Applicant to encroach on its real property interests. An encroachment agreement is (1) a license, (2) a conditioned right to encroach upon SFSIC lands, and (3) a collection of contractual rights and responsibilities. It is **not** an easement or other real property interest. An encroachment agreement, or other agreement, must be signed **before** the site preparation or construction begins.

Franson Civil Engineers (Franson Civil) is the engineer for SFSIC. Neither SFSIC nor Franson Civil are responsible for design or construction of encroaching project facilities. SFSIC and FCE review project designs and applications in a brief fashion for the purposes of protecting the operation and maintenance of the SFSIC facilities only. SFSIC duties regarding encroachment run only to its shareholders. Franson Civil's duties run only to SFSIC. Once an encroachment agreement is executed, limited field review may be provided by Franson Civil to observe that construction appears to be in accordance with the design drawings and the encroachment agreement. The person or entity constructing an encroaching project, and their project engineers and contractors, maintain all responsibility for design and construction. No review or approval waives or modifies any encroachment agreement terms or gives SFSIC or Franson Civil any responsibility for design or construction, workers on site, or the public. It is the responsibility of the Applicant to provide SFSIC and Franson Civil with accurate information so a reasonable determination can be made if the project will meet SFSIC standards and will not adversely affect SFSIC facilities.

This review process can be expedited by ensuring the first submittal to Franson Civil meets SFSIC standards following careful review of the checklist that is provided in this packet. The following is a guideline of the typical steps for the application, review, and encroachment agreement process, though projects may vary:

- Franson Civil receives the **application, application fees, and drawings**. The review process will **not** begin until these items have been received. The application must be submitted with sufficient time to review the drawings, write and execute the agreement, and construct the facilities before April 1st. Franson Civil reserves the right to decline applications or delay construction if they (or SFSIC) believe the construction may interfere with delivery of water.
- Franson Civil will **review** the drawings. A meeting will be held as needed with Franson Civil, SFSIC, and the Applicant to discuss the project. A redline comment letter will be sent to the Applicant with a checklist of items that must be addressed. The reviews will repeat as explained above until all items from the checklist have been addressed and plans are to SFSIC standards. This typically takes 2 – 3 rounds of reviewing.
- An **encroachment agreement** will be prepared between the Applicant and SFSIC once all of the mentioned items above have been completed. An encroachment agreement is a legal document that details the responsibilities of the Applicant and SFSIC. Three copies of the agreement will be sent to the Applicant for signature.

- It is the responsibility of the Applicant to procure all signatures and distribute the agreements to the SFSIC president, Franson Civil, and the Applicant.
- Once the agreement has been executed by all parties, permission has been granted to the Applicant to begin the construction phase of the project, in accordance with the agreement. All installation and construction activity must take place between October 15th and April 1st. Failure to comply may result in agreement termination and monetary fines.
- The Applicant is required to notify SFSIC and Franson Civil at least 24 hours before beginning construction on SFSIC facilities.
- Franson Civil and SFSIC may perform limited field reviews to observe that construction appears to be in accordance with the design drawings and the encroachment agreement. It is the responsibility of the Applicant to perform adequate construction review to ensure the facilities are constructed to SFSIC standards and in accordance to their design drawings attached to the encroachment agreement.
- After construction is complete, the Applicant is required to schedule a **final walkthrough** that will be attended by Franson Civil and SFSIC (at its option) to identify any final items that need to be completed before construction is accepted. A **punch list** will be prepared and sent to the Applicant listing items required.

The appropriate application can be obtained at www.fransoncivil.com/canal-applications.

Enclosed in this packet are:

- Large Subdivisions – Application Type 1
- Small Subdivisions (2 Lots) – Application Type 2
- City or Utility Crossing (Bore, Overhead, Etc.) – Application Type 3
- Ditch Modifications (Homeowner, One Lot) – Application Type 4
- Turnout/Weir – Application Type 5
- Development Design Checklist (assist Applicant in designing plans to SFSIC standards)

The Design Checklist is updated periodically, so downloading the most recent version of the packet for each new application is recommended.

Any questions regarding the application process can be directed to Kyle DeVaney, P.E., at Franson Civil. The office phone number is 801-756-0309.

SPANISH FORK SOUTH IRRIGATION COMPANY

LARGE SUBDIVISIONS – APPLICATION TYPE 1

Application for Agreement to Encroach and Construct within
Spanish Fork South Irrigation Company (SFSIC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

Email: _____

2. Legal Name of Owner for Agreement: _____

Owner Mailing Address: _____

Signatory Name: _____

Telephone Number: _____

Email: _____

3. Contact Person (if different than #2): _____

Mailing Address: _____

Telephone Number: _____

Email: _____

4. Engineering Company: _____

Mailing Address: _____

Telephone Number: _____

Contact Person: _____

Email: _____

5. Brief Description of Proposed Construction (include location and subdivision name, if applicable): _____

6. Submit one digital PDF copy of the plans to encroachment@fransoncivil.com. Plans shall be drawn to SFSIC standards. A Design Checklist is available to assist engineers in designing to SFSIC standards.

7. Attach a check for \$9,000 for the application and review fee. The application fee will be used by SFSIC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses.

Please make all checks payable to: **Spanish Fork South Irrigation Company.**

8. Send application, plans, and application fee by mail or email to:

Franson Civil Engineers
Attn: Canal Reviews
1276 South 820 East, Suite 100
American Fork, UT 84003
Email: encroachment@fransonicivil.com

9. The following persons are available for consultation:

SFSIC Office	(801) 376-4295	
John Ludlow	(801) 836-8894	SFSIC President
Kyle DeVaney, P.E.	(801) 756-0309	Franson Civil Engineers

NOTES:

1. The review process will not begin until the application fee is paid.
2. The SFSIC bonding requirements are as follows: Bonding will be 100% of the total estimated cost of the project. Upon completion of construction, approval by SFSIC, and successful delivery of water through the system, 60% of the bond will be released. One year after the project has been accepted and approved by SFSIC, and pending no problems with the facilities, the remaining 40% of the bond will be released. All bond releases are subject to approval by SFSIC.
3. Easements for SFSIC must be recorded with the Utah County Recorder. The recorded document, or a signed statement stating the easement will be recorded, must be provided to Franson Civil Engineers prior to the Encroachment Agreement being released for signatures.
4. Starting construction without prior written approval in the form of an Encroachment Agreement from SFSIC may result in an additional fee assessment of \$10,000 and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
5. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
6. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. If the Encroachment Agreement is not signed within this period, the Applicant may be required to submit a new application. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
7. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided, and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

_____	_____	_____
Signature of Applicant	Printed	Date

SPANISH FORK SOUTH IRRIGATION COMPANY

SMALL SUBDIVISIONS (2 LOTS) – APPLICATION TYPE 2

Application for Agreement to Encroach and Construct within
Spanish Fork South Irrigation Company (SFSIC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____
Mailing Address: _____
Contact Person: _____
Telephone Number: _____
Email: _____

2. Legal Name of Owner for Agreement: _____
Owner Mailing Address: _____
Signatory Name: _____
Telephone Number: _____
Email: _____

3. Contact Person (if different than #2): _____
Mailing Address: _____
Telephone Number: _____
Email: _____

4. Engineering Company: _____
Mailing Address: _____
Telephone Number: _____
Contact Person: _____
Email: _____

5. Brief Description of Proposed Construction (include location and subdivision name, if applicable): _____

6. Submit one digital PDF copy of the plans to encroachment@fransoncivil.com. Plans shall be drawn to SFSIC standards. A Design Checklist is available to assist engineers in designing to SFSIC standards.

7. Attach a check for \$8,500 for the application and review fee. The application fee will be used by SFSIC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses.

Please make all checks payable to: **Spanish Fork South Irrigation Company.**

8. Send application, plans, and application fee by mail or email to:

Franson Civil Engineers
Attn: Canal Reviews
1276 South 820 East, Suite 100
American Fork, UT 84003
Email: encroachment@fransonicivil.com

8. The following persons are available for consultation:

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John Ludlow	(801) 836-8894	SFSIC President
Kyle DeVaney, P.E.	(801) 756-0309	Franson Civil Engineers

NOTES:

1. The review process will not begin until the application fee is paid.
2. The SFSIC bonding requirements are as follows: Bonding will 100% of the total cost of irrigation facilities. Upon completion of construction, approval by SFSIC, and successful delivery of water through the system, 60% of the bond will be released. One year after the project has been accepted and approved by SFSIC, and pending no problems with the facilities, the remaining 40% of the bond will be released. All bond releases are subject to approval by SFSIC.
3. Easements for SFSIC must be recorded with the Utah County Recorder. The recorded document, or a signed statement stating the easement will be recorded, must be provided to Franson Civil Engineers prior to the Encroachment Agreement being released for signatures.
4. Starting construction without prior written approval in the form of an Encroachment Agreement from SFSIC may result in an additional fee assessment of \$10,000 and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
5. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
6. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. If the Encroachment Agreement is not signed within this period, the Applicant may be required to submit a new application. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
7. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided, and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

Signature of Applicant

Printed

Date

SPANISH FORK SOUTH IRRIGATION COMPANY

CITY OR UTILITY CROSSING (BORE, OVERHEAD, ETC) – APPLICATION TYPE 3

Application for Agreement to Encroach and Construct within
Spanish Fork South Irrigation Company (SFSIC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____
Mailing Address: _____
Contact Person: _____
Telephone Number: _____
Email: _____

2. Legal Name of Owner for Agreement: _____
Owner Mailing Address: _____
Signatory Name: _____
Telephone Number: _____
Email: _____

3. Contact Person (if different than #2): _____
Mailing Address: _____
Telephone Number: _____
Email: _____

4. Engineering Company: _____
Mailing Address: _____
Telephone Number: _____
Contact Person: _____
Email: _____

5. Brief Description of Proposed Construction (include location and subdivision name, if applicable): _____

6. Submit one digital PDF copy of the plans to encroachment@fransoncivil.com. Plans shall be drawn to SFSIC standards. A Design Checklist is available to assist engineers in designing to SFSIC standards.

7. Attach a check for \$4,500 for the application and review fee. The application fee will be used by SFSIC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses.

Please make all checks payable to: **Spanish Fork South Irrigation Company.**

8. Send application, plans, and application fee by mail or email to:

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9. The following persons are available for consultation:

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John Ludlow	(801) 836-8894	SFSIC President
Kyle DeVaney, P.E.	(801) 756-0309	Franson Civil Engineers

NOTES:

1. The review process will not begin until the application fee is paid.
2. The SFSIC bonding requirements are as follows: Bonding will 100% of the total cost of irrigation facilities. Upon completion of construction, approval by SFSIC, and successful delivery of water through the system, 60% of the bond will be released. One year after the project has been accepted and approved by SFSIC, and pending no problems with the facilities, the remaining 40% of the bond will be released. All bond releases are subject to approval by SFSIC.
3. Easements for SFSIC must be recorded with the Utah County Recorder. The recorded document, or a signed statement stating the easement will be recorded, must be provided to Franson Civil Engineers prior to the Encroachment Agreement being released for signatures.
4. Starting construction without prior written approval in the form of an Encroachment Agreement from SFSIC may result in an additional fee assessment of \$10,000 and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
5. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
6. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. If the Encroachment Agreement is not signed within this period, the Applicant may be required to submit a new application. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
7. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided, and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

Signature of Applicant

Printed

Date

SPANISH FORK SOUTH IRRIGATION COMPANY

DITCH MODIFICATIONS (HOMEOWNER, ONE LOT) – APPLICATION TYPE 4
Application for Agreement to Encroach and Construct within
Spanish Fork South Irrigation Company (SFSIC) Right-of-Way or Easement

1. Applicant for Encroachment Agreement (Applicant): _____

Mailing Address: _____
Contact Person: _____
Telephone Number: _____
Email: _____

2. Legal Name of Owner for Agreement: _____
Owner Mailing Address: _____
Signatory Name: _____
Telephone Number: _____
Email: _____

3. Contact Person (if different than #2): _____
Mailing Address: _____
Telephone Number: _____
Email: _____

4. Engineering Company: _____
Mailing Address: _____
Telephone Number: _____
Contact Person: _____
Email: _____

5. Brief Description of Proposed Construction (include location and subdivision name, if applicable): _____

6. Submit one digital PDF copy of the plans to encroachment@fransoncivil.com. Plans shall be drawn to SFSIC standards. A Design Checklist is available to assist engineers in designing to SFSIC standards.

7. Attach a check for \$4,500 for the application and review fee. The application fee will be used by SFSIC for purposes of administration, coordination, engineer review, preparation of agreements, construction review, legal guidance, and any other expenses it incurs related to this application. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses.

Please make all checks payable to: **Spanish Fork South Irrigation Company.**

8. Send application, plans, and application fee by mail or email to:

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9. The following persons are available for consultation:

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John Ludlow	(801) 836-8894	SFSIC President
Kyle DeVaney, P.E.	(801) 756-0309	Franson Civil Engineers

NOTES:

1. The review process will not begin until the application fee is paid.
2. The SFSIC bonding requirements are as follows: Bonding will 100% of the total cost of irrigation facilities. Upon completion of construction, approval by SFSIC, and successful delivery of water through the system, 60% of the bond will be released. One year after the project has been accepted and approved by SFSIC, and pending no problems with the facilities, the remaining 40% of the bond will be released. All bond releases are subject to approval by SFSIC.
3. Easements for SFSIC must be recorded with the Utah County Recorder. The recorded document, or a signed statement stating the easement will be recorded, must be provided to Franson Civil Engineers prior to the Encroachment Agreement being released for signatures.
4. Starting construction without prior written approval in the form of an Encroachment Agreement from SFSIC may result in an additional fee assessment of \$10,000 and a project cease and desist letter. This fee may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
5. If costs incurred by SFSIC are greater than the application fee, the Applicant will be responsible to reimburse SFSIC for the remainder of the expenses. These additional costs may be taken from the bond if the Applicant does not pay within 30 days upon receipt of a written invoice.
6. This application is valid for 6 months from the date it is submitted. The Encroachment Agreement must be signed within this 6-month period. If the Encroachment Agreement is not signed within this period, the Applicant may be required to submit a new application. Once the Encroachment Agreement is signed, the Applicant has one year to complete work on irrigation facilities.
7. This application cannot be sold to other parties. If the Applicant chooses to sell the property associated with this application, the application is voided, and the new owner is required to begin the application process again.

I have read, understood, and agree to the terms of this application.

Signature of Applicant

Printed

Date

SPANISH FORK SOUTH IRRIGATION COMPANY

TURNOUT/WEIR – APPLICATION TYPE 5

Application for Agreement to Encroach and Construct within
Spanish Fork South Irrigation Company (SFSIC) Right-of-Way or Easement

This document must be completed in conjunction with the Application for Encroachment Agreement when modifying or constructing a turnout and/or weir within the SFSIC Corridor.

NEW TURNOUT/WEIR

1. Number of Shares Being Moved to Proposed Turnout/Weir: _____

Owner(s) of Shares: _____

Certificate Number(s): _____

MODIFYING EXISTING TURNOUT/WEIR

Number of Shares Remaining in Existing Turnout/Weir: _____

Owner(s) with Remaining Shares in Existing Turnout/Weir: _____

Certificate Number(s): _____

SIGNATURE REQUIRED

The Applicant(s) acknowledge that no refund will be given if the work is not completed to the satisfaction of SFSIC. Also, irrigation share(s) listed above are subject to additional assessments if the work is not completed to the satisfaction of SFSIC.

(Signature)

(Title)

(Date)