



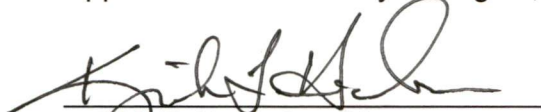
RESOLUTION 08-01-2018
A RESOLUTION APPROVING AN INFRASTRUCTURE
DEFERENTIAL AGREEMENT FOR THE MARK BEALS
2-LOT SUBDIVISION

BE IT HEREBY RESOLVED:

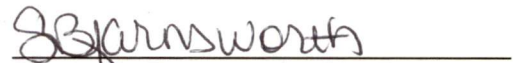
SECTION 1: The attached document represents the Infrastructure Deferral Agreement for the Mark Beals 2-lot Subdivision.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 1st day of August, 2018.



Kirk F. Hunsaker, Mayor



Susan B. Farnsworth, City Recorder

**MARK BEALS
SUBDIVISION**

BLOCK 48 PLAT B



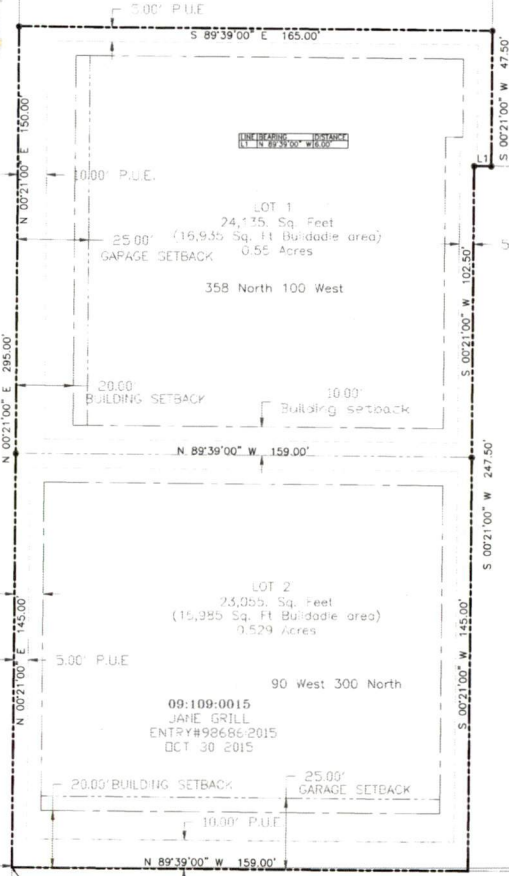
09:109:0012
JESSICA HARDING
ENTRY#43189-2017
MAY 04 2017
368 North 100 West

55 West 400 North

35 36
2 1
Northeast corner Section 2
T.10S., R.1E., S.1B. & M.



100 W. STREET



09:109:0008
RUBY HALLES
ENTRY#68329-2016
JUL 26 2016
76 West 300 North

76 West 300 North

APPROVAL BY OWNERS AND OPERATORS OF UNDERGROUND UTILITIES AND OTHER UTILITY FACILITIES

THE UNDERSIGNED OWNERS OR OPERATORS OF THE UNDERGROUND UTILITIES AND OTHER UTILITY FACILITIES LOCATED IN THIS PLAT HEREBY APPROVE THE BOUNDARY, CORNER, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD HEREBY APPROVE THE FACILITIES AND HEREBY APPROVE THE CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE DEVELOPMENT, AS

| COMPANY NAME | SIGNATURE | DATE |
|--------------|-----------|------|
| | | |
| | | |
| | | |
| | | |

DOMINION ENERGY
Dominion Energy, this plat for the confirming the plat contains public utility easements Dominion may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or commitments at any time contained in the plat, including those set forth in the owners dedication and the notes and does not constitute a guarantee of Dominion's terms of natural gas service. For further information, please contact Dominion Right of Way department at 1-800-323-5517.

DATED THIS _____ DAY OF _____, 20__

DOMINION ENERGY

- Set 5/8" Rebar and Cap
- Property Line
- Easement

Point of Beginning
Line S 09°21' E 897.70 feet
and 242.90 feet West from the
Northeast Corner

East & corner Section 2
T.10S., R.1E., S.1B. & M.

PREPARED FOR:
MARK BEALS
(801)-420-0772



SURVEYOR'S CERTIFICATE
I, CORY L. SQUIRE, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 5561206, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots, together with easements, hereafter to be known as the MARK BEALS SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

CORY L. SQUIRE
UTAH PLS NO. 5561206
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at the Southwest corner of Block 48, Plat B, Santaquin City Survey, said point also lies S 0°20'21" E 697.70 feet and 242.90 Feet West from the Northeast corner of Section 2, Township 10 South, Range 1 East Salt Lake Base and Meridian, thence along the East Right-of-Way line of 100 West N. 00°21'00" E. 295.00 feet, thence S. 89°39'00" E. 165.00 feet, thence S. 00°21'00" W. 47.50 feet, thence N. 89°39'00" W. 5.00 feet, thence S. 00°21'00" W. 247.50 feet to the North Right-of-Way line of 300 North street, thence N. 89°39'00" W. 159.00 along said North Right-of-Way Line feet to the point of beginning. The above described parcel of land contains 47,190 square feet in area or 1.083 acres more or less.

Surveyor's Narrative

It is the intent of this plat and the survey on which it is based to correctly represent the Boundary lines of the subject parcel requested by MARK BEALS. The basis of bearing for this survey is the Utah Coordinate System of 1983, Central Zone, surveyed on October 10 2017. The Parcel is located within Block 48, Plat B, Santaquin City Survey. As part of this survey, CIS has conducted field searches for physical Evidence of the original lot and block line. Found evidence and monuments are represented hereon. Every document of record reviewed and considered as part of this survey is noted hereon. There may exist other evidence, monuments or documents that could affect this survey. Any new evidence, monuments or documents contradictory to this survey should be presented to the surveyor for his review and consideration.

- All recorded documents referred to on this plat by Entry No. and/or Book and Page.
- Utah County Tie Sheets
- Code Surveying and Engineering survey plat (ENTRY NO. 08-160)

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots together with easements as set forth to be hereafter known as

MARK BEALS SUBDIVISION
and do hereby dedicate for the perpetual use of the public all easements, roadways and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, nonexclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

MARK BEALS
MARK BEALS
JANE B. GRILL

ACKNOWLEDGMENT

STATE OF UTAH } ss
COUNTY OF UTAH } ss
The foregoing instrument was acknowledged before me this _____ day of _____, 2018.
By _____ (Name and title) _____ (Signature)
Notary Public Full Name _____ Commission Number _____
My commission expires: _____ Date _____ A Notary Public Commissioned In Utah
(Notary Seal not required if all Notary information is provided above)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2018.
PLANNING COMMISSION CHAIR _____ COMMUNITY DEVELOPMENT DIRECTOR _____

MARK BEALS SUBDIVISION

BLOCK 48, PLAT B,
SANTAQUIN CITY, UTAH COUNTY, UTAH

| | | |
|-----------------|--------------------|----------------------|
| REGISTERED SEAL | CITY ENGINEER SEAL | CLERK / RECORDS SEAL |
| | | |

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the 4 day of September, 2018, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter ("City") and Mark and Nancy Beals and Jane B. Grill, hereinafter referred to as ("Property Owners").

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City has adopted certain land use ordinances, which govern the uses of real property and the construction of building and infrastructure improvements on real property within the municipal boundaries; and

WHEREAS, Property Owners own certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the "Property"), and has submitted an application to subdivide the Property in order to create new lots for single family homes on the Property (the "Application"); and

WHEREAS, City land use ordinances require the completion of infrastructure improvements along City streets and connection to City infrastructure in connection with the approval of any subdivision within the City; and

WHEREAS, Property Owners has requested that its obligation to complete certain infrastructure improvements be deferred pursuant to Santaquin City Ordinance No. 09-01-2015, which provides for deferral of the obligation to complete certain infrastructure improvements prior to final inspection or a certificate of occupancy, on lots or parcels meeting the criteria established in said ordinance; and

WHEREAS, the parties agree that the property proposed for subdivision by Property Owners meets the criteria set forth in Ordinance No. 09-01-2015; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of mutual covenants, agreements and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City shall review the Application in a timely manner and, upon the City's determination that the Application meets all of the requirements for a subdivision and that all appropriate fees have been paid, shall approve the Application and record the related subdivision plat, which was submitted with the Application, a copy of which is attached hereto as Exhibit B, (the "Plat"), in final form after review and approval.

2. Upon recordation of the Plat the City shall grant Property Owners' request for a deferral of the obligation to complete the following infrastructure improvements (the "Deferred Improvements"):

- a. Curb and Gutter along 100 West and 300 North;
- b. Sidewalk along 100 West and 300 North.
- c. ADA ramp at the corner of 100 West and 300 North.

- d. Extension of road base and asphalt paving between the Property lines and the existing paved surface of the adjacent street(s); and
- e. Landscaping within the public right-of-way along 100 West and 300 North.

3. City shall defer Property Owners' requirement to post an infrastructure performance guarantee bond for the completion of the Deferred Improvements until such time as notice is sent to Property Owners demanding installation and/or completion of any or all improvements; or, to reimburse the CITY for CITY'S installation and/or completion of the improvements at such time as CITY, through written notice to Property Owner, demands reimbursement.

4. Within ten years of the ~~issuance of the Building Permit~~ recordation of this agreement, the City shall adopt a plan for the construction of infrastructure improvements adjacent to the Property and shall notify Property Owners to commence construction of the Deferred Improvements.

5. Property Owners agrees and commits to the following terms and conditions regarding the construction of the Deferred Improvements:

a. Property Owners shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 3 above, and shall complete the Deferred Improvements within 90 days of said notice.

b. Deferred Improvements shall be constructed in accordance with the Santaquin City Development Standards in place at the time of construction of the improvements.

c. Property Owners shall assure that all Deferred Improvements are inspected and approved by the City in accordance with the City's requirements.

d. All costs and expenses associated with the Deferred Improvements shall be borne solely by Property Owners.

6. CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.

7. Property Owners shall not be relieved of the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.

8. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraphs 1 and 4 above, an applicant applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said Deferred Improvements to be installed at the same time as the improvements on the adjacent property.

9. If Property Owners sells or leases the Property or any property adjacent thereto and the buyer or lessee applies to CITY for approval to develop all or any portion of said property, the CITY may require the Deferred Improvements to be installed at the same time as the improvements on said adjacent properties.

10. Notwithstanding the provisions of this Agreement, the parties expressly agree that CITY may at any time, at its option, install and/or complete the Deferred Improvements. Should CITY exercise such option, Property Owners shall reimburse the City, within 30 days of an invoice from the City, for all costs resulting from said installation and/or completion.

11. Should Property Owners fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Property Owners recognizes City's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above, and shall not contest the same.

12. If an improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, Property Owners expressly agrees not to oppose the forming of the improvement district or any of the costs thereof. Property Owners expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but which are not or will not be installed as part of the improvement district, shall not be affected by the said installation of improvements by the improvement district.

13. Property Owners shall have the right to satisfy its responsibilities under the Agreement for guarantee of the Deferred Improvements by delivering to the City a bond that will assure the completion of and payment for all Deferred Improvements, which bond shall be in an amount equal to no less than 125% of the City Engineer's estimated cost of said Deferred Improvements, and which shall be held and released by the City in accordance with development guarantee ordinances adopted by the City.

14. Property Owners expressly acknowledges that nothing in this Agreement shall be deemed to relieve Property Owner from its obligations to comply with all applicable requirements of the City necessary for any use of the Property including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Furthermore, this Agreement does not imply nor guarantee that the City will approve a building permit on or development of the Property, except where provided by law.

15. Any and all of the obligations of Property Owners as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

16. This Agreement has been reviewed and revised by legal counsel for Property Owners and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

17. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

18. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is

23. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

24. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

25. This Agreement, performance hereunder and enforcement of the terms contained herein shall be construed in accordance with and pursuant to the laws of the State of Utah.

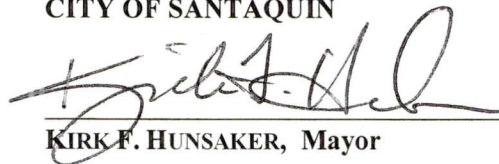
26. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

27. In the event that any person challenges this Agreement or any of the provisions herein, Property Owners agrees to indemnify the City for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation of an itemized list of costs, expenses, and fees.

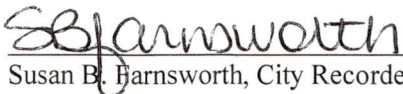
28. A Notice of Agreement shall be filed in the office of the Utah County Recorder.

IN WITNESS THEREOF, this Agreement has been executed by a person duly authorized by PROPERTY OWNERS to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of the 4 day of September, 2018.

CITY OF SANTAQUIN


KIRK F. HUNSAKER, Mayor

ATTEST:


Susan B. Farnsworth, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 4 day of September, 2018, personally appeared before me, Kirk F. Hunsaker who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Susan Barnsworth
Notary Public



PROPERTY OWNERS

Mark Beals
Mark Beals

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 30th day of August, 2018, personally appeared before me, Mark Beals, who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Kira Petersen
Notary Public



Nancy Beals
Nancy Beals

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 30th day of August, 2018, personally appeared before me, Nancy Beals who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Kira Petersen
Notary Public

Jane B. Grill
Jane B. Grill

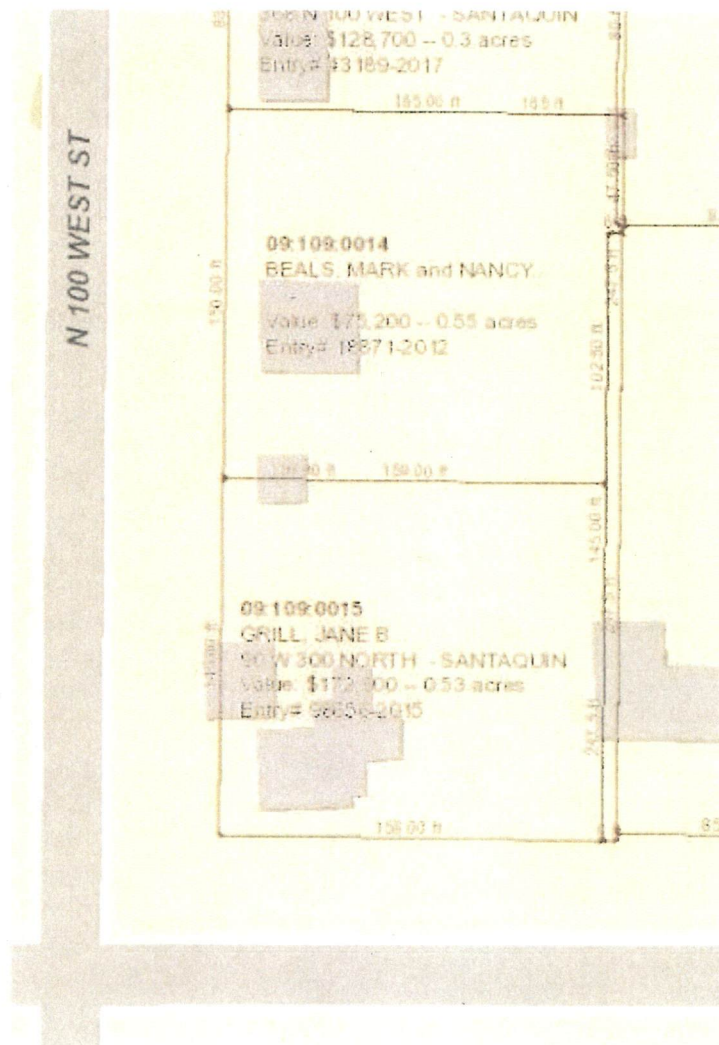
STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 4 day of September, 2018, personally appeared before me, Jane B. Grill who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Susan Bjarnsworth
Notary Public



Exhibit A: Property Identifier



The Property is identified by Utah County Recorder Parcel Serial Numbers 09:109:0014 and 09:109:0015 as depicted in the above figure.

Legal Description:

Utah County Serial Number 09:109:0014:

COM N 145 FT FR SW COR. LOT 3, BLK. 48, PLAT B, SANTAQUIN CITY SURVEY; N 150 FT; E 165 FT; S 47.5 FT; W 6 FT; S 102.5 FT; W 159 FT TO BEG. AREA 0.554 AC.

Utah County Serial Number 09:109:0015:

COM AT SW COR. LOT 3, BLK. 48, PLAT B, SANTAQUIN CITY SURVEY; N 145 FT; E 159 FT; S 145 FT; W 159 FT TO BEG. AREA 0.529 AC.