

# **Santaquin City Resolution 11-02-2023**

## **A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE A PARTIAL RELEASE OF RESTRICTIVE COVENANT**

**WHEREAS**, Santaquin City ("City") is a political subdivision of the State of Utah and has responsibility to provide for the health, safety, and welfare of the City and its residents; and

**WHEREAS**, Central Utah Water Conservancy District ("CUWCD") is in the process of constructing water distribution facilities in Santaquin City that will deliver water to the City and surrounding areas; and

**WHEREAS**, a portion of the aforementioned CUWCD water distribution facilities will be constructed on real property owned by Sorenson Brother Orchards, LLC, that is subject to a Restrictive Covenant pertaining to the placement of certain materials on the property, which restrictive covenant predates the annexation of said property into Santaquin City; and

**WHEREAS**, CUWCD has requested said restrictive covenant be partially released in order to facilitate the construction and maintenance of its water distribution facilities; and

**WHEREAS**, the Santaquin City Council finds that the partial release of the restrictive covenant is in the best interests of the City and its residents.

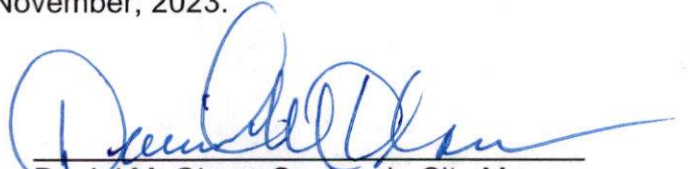
**NOW THEREFORE, BE IT RESOLVED**, by the City Council of Santaquin City, Utah as follows:

**Section 1.** The attached document titled: Partial Release of Restrictive Covenant ("Partial Release"), is hereby adopted and approved.

**Section 2.** The Mayor is hereby authorized to execute said Partial Release and to take actions necessary to implement the terms and conditions thereof.

**Section 3.** This Resolution shall take effect on the date it is adopted by the Santaquin City Council.

Approved and adopted this 7<sup>th</sup> day of November, 2023.

  
Daniel M. Olson, Santaquin City Mayor

Attest:

  
Amalie R. Ottley, Santaquin City Recorder



Councilmember Art Adcock	Voted	<u>yes</u>
Councilmember Elizabeth Montoya	Voted	<u>yes</u>
Councilmember Lynn Mecham	Voted	<u>yes</u>
Councilmember Jeff Siddoway	Voted	<u>yes</u>
Councilmember David Hathaway	Voted	<u>yes</u>

RETURN RECORDED DOCUMENT TO:

Central Utah Water Conservancy District  
Attn. Mark A. Breitenbach  
1426 East 750 North, Suite 400  
Orem, Utah 84097

## **PARTIAL RELEASE OF RESTRICTIVE COVENANT**

THIS PARTIAL RELEASE OF RESTRICTIVE COVENANT is executed this 7th day of November, 2023, by Santaquin City, Utah ("City").

WHEREAS, a Restrictive Covenant ("Covenant") was recorded in the office of the Utah County Recorder on April 8, 2005 as Entry No. 36902:2005 burdening a parcel of real property (Utah County Assessor Parcel No. 30:092:0013) owned by Sorenson Brothers Orchards, LLC, a copy of said Covenant is attached hereto as Exhibit A: and

WHEREAS, the Covenant provides in relevant part that "It shall not apply to any portion of the property (1) which, because of annexation or incorporation, lies within the boundaries of an incorporated municipality and has received a written waiver of this covenant from said city officials"; and

WHEREAS, the parcel of real property burdened by the Covenant was annexed as a part of the Northeast Santaquin Annexation recorded in the office of the Utah County Recorder on July 21, 2009 as Entry No. 79503:2009; and

WHEREAS, City has agreed to this Partial Release thereby waving and releasing a portion of the burdened parcel of real property from the Covenant as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, City hereby waives and releases the following described portion of the parcel of real property burdened by the Covenant:

Parcel SFS-1 36(P)

Commencing at the Northwest Comer of Section 31, Township 9 South, Range 2 East, Salt Lake Base & Meridian, thence South 136.96 feet; thence East 839.53 feet to a point on the westerly boundary of that certain real property as described in Entry 130428:2004 as recorded by the Utah County Recorder, the True Point of Beginning; thence North 70.30 feet to a point on the Union Pacific Railroad boundary; thence along said Railroad boundary 92.03 feet along the arc of a 1005.67 foot radius curve to the left, chord bears North 41°19'36" East 92.00 feet; thence leaving said Railroad boundary East 120.86 feet; thence South 04°12'51" West 35.36 feet; thence North 89°43'00" East 70.00 feet to a point in the boundary of Interstate 15; thence South 04°12'51" West 15.12 feet; thence West 163.50 feet; thence 123.00 feet along the arc of a 1055.67 foot radius curve to the right, chord bears South 43°21'30" West 122.93 feet, to the point of beginning.

Said Parcel SFS-136(P) contains an area of 0.27 acres, more or less.

Parcel SFS-136(T)

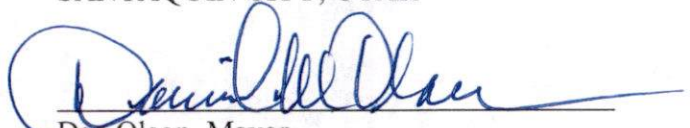
Commencing at the Northwest Comer of Section 31, Township 9 South, Range 2 East, Salt Lake Base & Meridian, thence South 136.96 feet; thence East 839.53 feet to the True Point of Beginning; thence 123.00 feet along the arc of a 1055.67 foot radius curve to the left, chord bears North 43°21'30" East 122.93 feet; thence East 163.50 feet; thence South 04°12'51" West 30.08 feet; thence West 147.42 feet; thence 140.38 feet along the arc of a 1085.67 foot radius curve to the right, chord bears South 44°27'59" West 140.28 feet; thence North 40.73 feet to the point of beginning.

Said Parcel SFS-136(T) contains an area of 0.20 acre, more or less.

Except for that portion of the parcel of real property described above, all of the remaining real property burdened by the Covenant shall remain burdened by and subject to all of the terms and provisions of the Covenant.

Dated this 7th day of November, 2023.

SANTAQUIN CITY, UTAH

  
Dan Olson, Mayor

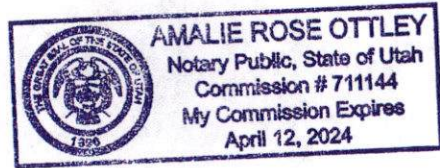
ACKNOWLEDGMENT

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH )

On the 7<sup>th</sup> day of November, 2023, personally appeared before me Dan Olson, who duly acknowledged to me that he is the Mayor of Santaquin City, Utah and that he has executed the foregoing Partial Release of Restrictive Covenant.

*Amalie Rose Ottley*  
NOTARY PUBLIC

ATTEST:  
Amalie Ottley  
City Recorder



By: *Amalie Rose Ottley*

APPROVAL AS TO FORM:

By: *[Signature]*  
Attorney for City

EXHIBIT A, page 1 of 2  
(Restrictive Covenant)

RESTRICTIVE COVENANT

ENT 36902; 2005 Pg 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Apr 08 9:39 AM FEE 0.00 BY RM  
RECORDED FOR UTAH COUNTY ATTORNEY

TO THE PUBLIC

We, Steven L. Sorenson, Paul R. Sorenson, and Lowell F. Sorenson, individually, and as members of Sorenson Brothers Orchards, LLC, a Utah limited Liability company, and owners of real property at 12811 South, 4625 West, adjoining 1-15, in Utah County, State of Utah, which property is more particularly described as follows:

Commencing 318 feet West from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 31, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence as follows, all in Utah County, State of Utah:  
South 04 deg. 12 min. 51 sec. West 35.36 feet;  
North 89 degrees 43 minutes East 70 feet;  
South 04 deg. 12 min. 51 sec. West 629.70 feet along the state highway;  
West 202.73 feet, more or less;  
North 627 feet to the railroad right of way;  
Following said right of way on a curve 65 feet to a point 124.36 feet West of the point of beginning.  
East 124.36 feet, more or less, to the point of beginning;

have the intent to meet the requirements of Utah County for the placement of fill material, including broken up blocks of concrete, rocks, tree limbs, and other fill material on the subject property.

We do hereby covenant that neither we, individually or collectively, nor our heirs, executors, administrators, or assigns, will ever use the subject property or construct any structure thereon – except for vehicular parking and fences – without first preparing an engineered grading plan, obtaining a permit from Utah County (or its successor governmental entity, if any); removing the blocks of concrete, rocks, organic matter, and other fill material; and replacing the material with standard construction-grade fill which has been compacted to meet the requirements of the adopted Building Code; or removing the subject blocks of concrete, rocks and other fill material, and replacing it with standard construction-grade fill which has been compacted to meet the requirements of the Building Code.

This covenant shall run with the land and shall be binding upon all persons or entities owning, leasing, or otherwise using the afore-described property. It shall not apply to any portion of the property (1) which, because of annexation or incorporation, lies within the boundaries of an incorporated municipality and has received a written waiver of this covenant from said city officials; or (2) which is excavated and has the subject concrete, rocks, or other fill material removed, and the land is rehabilitated and approved as being in compliance with the ordinances for grading (as evidenced by a "Certificate of Occupancy" or other appropriate document signed by the Utah County Building Official).

Invalidation of any of these covenant provisions by judgment or court order shall not affect any

EXHIBIT A, page 2 of 2  
(Restrictive Covenant)

ENT 36902:2005 PG 2 of 2

of the other provisions which shall remain in full force and effect.

If an owner or owners of the afore-described real property or any portion thereof, or the agents, heirs, or assigns, shall violate or attempt to violate any of the covenants above set forth, Utah County or its successor governmental entity, if any, or any other person owning or leasing a portion thereof, may enjoin the activities or uses occurring in violation of the terms of this covenant by action for injunction brought in any court of equity jurisdiction, may withhold the approval of building permits, or may pursue any other remedy at law or equity to enforce the terms of this covenant. All costs and all expenses of such proceeding shall be declared by the court to constitute a lien against the real estate wrongfully used or built upon. Such lien may be enforced in such manner as the court may order.

Change, amendment, or revocation of this covenant may be effected only if such is in compliance with the laws and ordinances of the State of Utah and Utah County. This covenant shall be recorded with the Utah County Recorder. Any change or amendment without approval by Utah County or its successor local governmental entity shall be null and void.

Date: Mar 29, 05

Signed: <u><i>Steven L. Sorenson</i></u> Steven L. Sorenson, Sorenson Brothers Orchards, LLC	<u><i>Steven L. Sorenson</i></u> Steven L. Sorenson
<u><i>Paul R. Sorenson</i></u> Paul R. Sorenson, Sorenson Brothers Orchards, LLC	<u><i>Paul R. Sorenson</i></u> Paul R. Sorenson
<u><i>Lowell F. Sorenson</i></u> Lowell F. Sorenson, Sorenson Brothers Orchards, LLC	<u><i>Lowell F. Sorenson</i></u> Lowell F. Sorenson

State of Utah )  
                          ) ss  
County of Utah )

Subscribed and sworn/affirmed before me this 29<sup>th</sup> day of March, 2005

*Suzanne H. Baranowsky*  
Notary Public

Residing at: *Salt Lake City*  
My Commission expires: *11/11/2008*



Utah County Building Official

By: *Bruce Raza*

October 18, 2023

**Exploratory Test Pits on SFS 136, Sorenson Brothers Orchards, LLC**

**Santaquin Reach Pipeline Station 746+50 to Station 749+00**

On October 18, 2023 a trackhoe was hired to excavate exploratory test pits to the invert elevation of the planned Santaquin Reach Pipeline (typically 10 feet) or to a depth of 6 feet where material was obviously native. A total of 8 test pits were excavated by Strawberry High Line Canal Company staff who had been hired to perform the field work as shown on the attached map. Jay Staheli excavated Holes 1-4 and \_\_\_\_\_ Burnie excavated Holes 5-8. Paul Sorenson, landowner, was present at the planned start time of 9 am, however the trackhoe did not arrive until 11:15 am and Paul had to leave before it arrived. In summary, only surface or near-surface concrete and rebar was found within the proposed federal easements. This material will be removed and disposed outside the federal ROW by the Santaquin Reach Pipeline contractor before starting field work in this area.

Dominion Gas had blue staked the 24-inch-high pressure gas line but further had requested to be notified when the trackhoe would arrive so they could have a representative present before digging started. Kevin with Dominion arrived at 11:20 am and asked that I go over the planned pipeline with him and help him measure the distance from the HP gas line to the closest test pits for his field notes. I informed Kevin that our centerline is generally 43 feet (measured) from the HP gas line and the closest edge of the slide rail shoring would therefore be about 37 feet during construction. Kevin then gave permission to excavate the test pits. The HP gas line is about 8 feet north of the fence line that is offset about a rod south from the section line (likely a remnant of a County trail that may have existed before the railroad was relocated to its current location in about 1914). I informed Kevin that our construction contractor will be required to coordinate the relocation of the HP gas test station riser post in the fence line of Feilds east of the interstate because the fence is being removed and relocated about 13 feet to the property line during construction.

Two test pits were excavated on the pipeline centerline to 10 feet deep (Hole 1 - invert elevation 4748 near Station 747+00, rising to Hole 2 invert elevation 4749 near Station 747+75). The material was uniform fine native tan sandy silt the full depth of the pit without visible gravel. This material appeared the same as typically encountered for nearly the entire length of Salem Reach 1, Salem Reach 2, and the Payson Spring Lake reaches. The pits were on the north side slope of the original borrow pit likely excavated for the interstate. The pits were photographed and filled.

Holes 3 and 4 were excavated where there were surface concrete chunks with some rebar and metal gate posts embedded in concrete. These holes are shown on the attached diagram and were excavated near Station 746+75 and Station 747+00 about 20 feet left of centerline (10 feet outside the perpetual



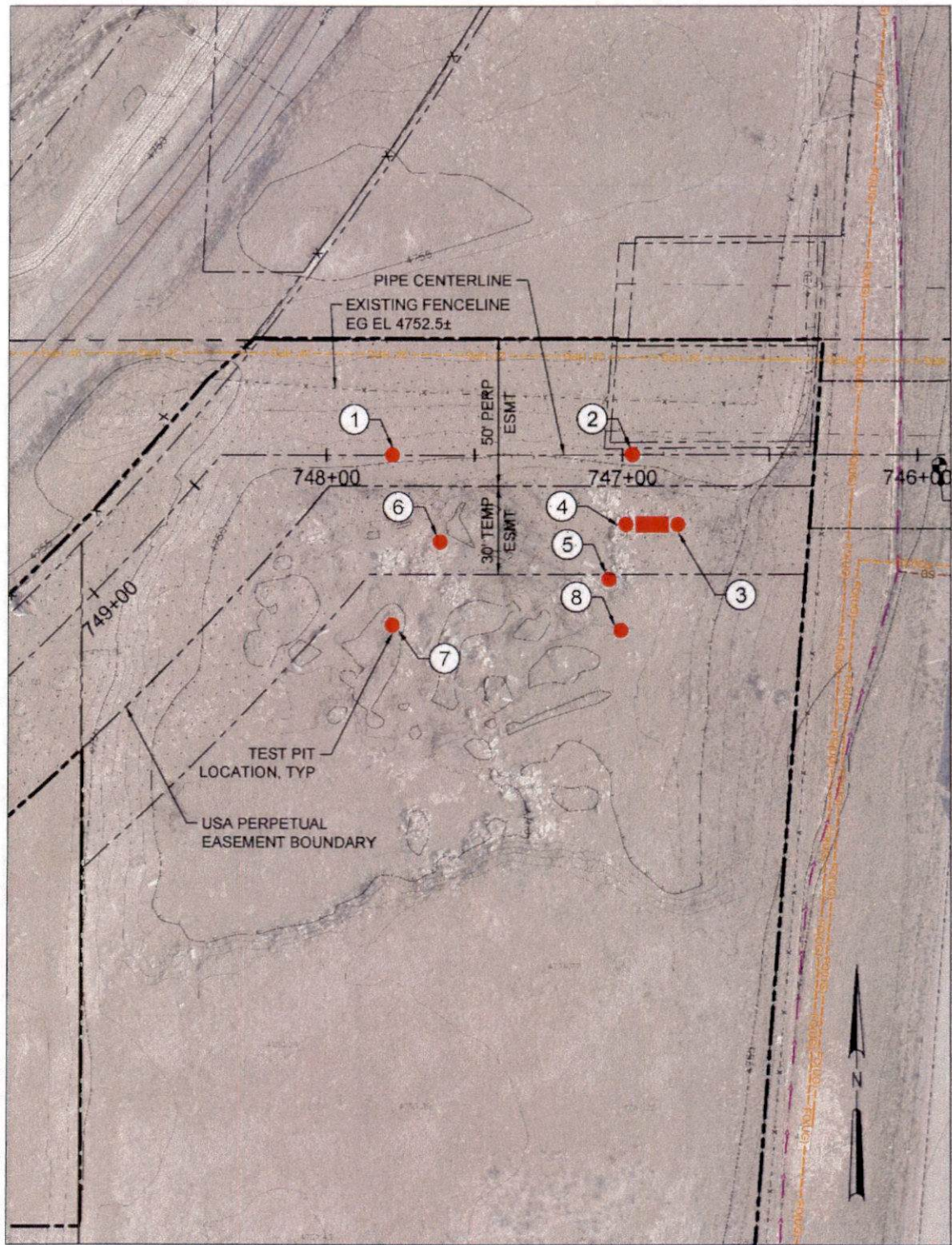
easement but within the adjoining 30-foot-wide temporary federal easement). These holes were excavated 7 feet deep to about Elevation 4749 and contained the same native tan sandy silt underlying concrete and rebar debris only in the upper 15 inches. Only native soil material was encountered below 15 inches of depth from the surface.

Hole 5 was dug a short distance south at the south edge of the temporary easement at Station 747+00 (about 40 feet south of the Santaquin Pipeline planned centerline). After scraping some surface concrete slab debris, the hole yielded a darker light brown silt that broke into shards rather than the more friable material in the other holes. The hole excavation was stopped at 6 feet of depth when it was apparent that there was no debris below the surface.

Hole 6 was dug near Station 747+65 about 25 feet left of pipeline centerline where there were small piles of soil material dumped to probe a pile. Two large concrete chunks about 5-6 feet long were exposed but the same silty native soil was encountered below the near surface concrete.

Hole 7 was dug outside the federal easements near Station 747+80 and about 55 feet to the left of centerline (about 15 feet south and outside of the temporary easement) where there was a higher ridge of imported material. The hole yielded brown topsoil the full depth that had apparently been stored for future spreading. No debris was found in the hole.

Hole 8 was dug near Station 747+00 and also was about 55 feet left of centerline and 15 feet south of the temporary federal easement. Hole 8 had compacted material with numerous 3-inch-minus cobbles embedded and looked different from the other holes. One small 12-inch-long chunk of concrete slab and one green plastic strap were located in the pit confirming the material was not native. No debris of concern however was found and only the two items described were encountered in the hole.





Hole 1 on Pipeline Centerline. Uniform sandy silt to 10 feet deep (pipeline invert)



Looking East with Hole 1 filled in foreground and Hole 2 in background on pipe centerline. No surface or subsurface debris within the 50-foot perpetual easement. The edge of the trees are just outside the perpetual easement and within the adjacent 30-foot temporary easement area.



Unsure which hole.



Looking south at trench between Hole 3 and Hole 4. Surface concrete and rebar pile scraped to side to dig down 10 feet and verify that there is not something buried below the surface piles.



Looking south at trench between Hole 3 and 4. Note some rebar and metal gate post embedded. All material scraped at surface.



Hole 5 looking northwest. Tighter silt.





Filling trench between Holes 3 and 4. All surface debris left on surface for construction contractor to remove.



Looking west-northwest at the start of Hole 5. Trench between Holes 2 and 3 that are backfilled is shown.



Looking west-southwest at Hole 7 location on higher filled ground south of federal easement determined to be imported topsoil. Holes 3, 4 and 5 in mid area of photo with surface debris in temporary easement scraped in piles.