

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 _____ day of _____, 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° 12'5 I" 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 ____ day of _____, 2023.

SANTAQUIN CITY, UTAH

Dan Olson, Mayor

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 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.

NOTARY PUBLIC

ATTEST:
Amalie Ottley
City Recorder

By: _____

APPROVAL AS TO FORM:

By: _____
Attorney for City

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(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 KM
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

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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:

Steven L. Sorenson
Steven L. Sorenson, Sorenson Brothers
Orchards, LLC

Steven L. Sorenson
Steven L. Sorenson

Paul R. Sorenson
Paul R. Sorenson, Sorenson Brothers
Orchards, LLC

Paul R. Sorenson
Paul R. Sorenson

Lowell F. Sorenson
Lowell F. Sorenson, Sorenson Brothers
Orchards, LLC

Lowell F. Sorenson
Lowell F. Sorenson

State of Utah)

ss

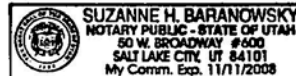
County of Utah)

Subscribed and sworn/affirmed before me this 29th 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: Bura Rose