

Resolution 02-02-2012

A Resolution of the Santaquin City Council pertaining to a Cooperative Agreement with Qwest Corporation, d/b/a/ CenturyLink QC

WHEREAS, Santaquin has entered into franchise agreements with various public utility companies and authorizes such companies to have, install, construct, modify, operate, and maintain their respective utilities within designated City rights-of-way so long as the public health, safety, and welfare are maintained or improved; and

WHEREAS, Qwest Corporation, d/b/a CenturyLink QC, is a public utility company and has a franchise agreement with Santaquin City; and

WHEREAS, CenturyLink QC desires, in the exercising of its franchise agreement rights, to cooperate with Santaquin City and comply with all applicable Santaquin City construction and development standards to the satisfaction of the City; and

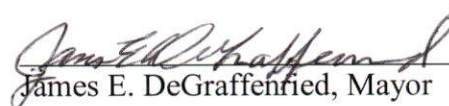
WHEREAS, Santaquin City and CenturyLink desire now to enter into a Cooperative agreement to address work and performances due, by both parties, for past construction projects within the public right-of-way, and provide for future work to be conducted in the public right-of-way.

NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL THAT:

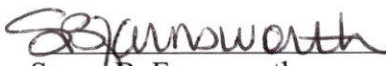
1. The Santaquin City Council authorizes the Mayor to sign a cooperative agreement between Santaquin City and CenturyLink, which outlines right-of-way restoration procedures, and compensation measures for work performed on the Santaquin Main Street Project a copy of which agreement is attached hereto as Exhibit A and incorporated herein.
2. The Santaquin City Council authorizes the Mayor to complete and sign all documents necessary for granting CenturyLink utility easements along the 900 East corridor. Such easements are illustrated in Exhibit B and incorporated herein.
3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this ~~1st~~ ^{1st} day of ~~December~~ ^{February, 2012}, 2011.




James E. DeGraffenried, Mayor

ATTEST:


Susan B. Farnsworth
Santaquin City Recorder

COOPERATIVE AGREEMENT

For work to be performed within Santaquin public right-of-way

THIS COOPERATIVE AGREEMENT, made and entered into this 18th day of February, 2012 by and between **Qwest Corporation, d/b/a/ CenturyLink QC**, hereinafter referred to as “CenturyLink,” and **SANTAQUIN CITY**, a municipal corporation of the State of Utah created, hereinafter referred to as the “CITY”,

WITNESSETH:

WHEREAS, CenturyLink has constructed a utility project (Project) within the Santaquin public right-of-way. The plans for such Project being attached hereto and by this reference made part of this agreement, and;

WHEREAS, the CITY has determined that the restoration of surface materials and public infrastructure, which was disturbed by the Project, does not comply with City adopted right-of-way standards or which are reasonably expected to occur when right-of-way areas are disturbed by construction activities; and

WHEREAS, CenturyLink desires to cooperate with the CITY and comply with all applicable Santaquin City construction and development standards to the satisfaction of the City; and

WHEREAS, the CITY also desires to maintain a good working relationship with CenturyLink and facilitate the orderly expansion of public utilities for the benefit of its citizens.

THIS COOPERATIVE AGREEMENT is written to outline measures to complete the Project to the satisfaction of the CITY and also address other cooperative efforts between the parties.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Completion of Work in the Project

- A. CenturyLink shall restore that work area as shown on Exhibit ‘A’ (the Project Area), which is attached hereto and by this reference made part hereof, and all areas associated with the Project Area, to meet all applicable community development and right-of-way construction standards (Standards) as set forth by Santaquin City.
- B. Santaquin City shall conduct appropriate inspections of work associated with the Project Area, to determine compliance with Santaquin Standards, and will require Centurylink to provide evidence of compliance with City Standards. Upon completion of said inspections, Santaquin City will notify CenturyLink, via an itemized letter, as to any necessary changes or modifications to construction and/or surface restoration in the Project Area. Said itemized letter shall also include a City Engineer’s estimate of cost to complete the work.

- C. CenturyLink will conduct all testing required by Santaquin City within the Project Area, and provide the results of such test to Santaquin City.
- D. CenturyLink shall have 120 days from the date said itemized letter is mailed to CenturyLink, by which to complete and perform, to the satisfaction of Santaquin City, all items included in said letter.
- E. Upon satisfactory completion of all construction and restoration by CenturyLink, Santaquin City shall issue a written certification to CenturyLink, hereby accepting the construction and restoration efforts of CenturyLink in the Project Area.
- F. If all work is not completed to Santaquin's satisfaction, within the stipulated 120 day period, CenturyLink will pay Santaquin City the City Engineer's estimated cost to complete the work, plus 20% contingency.

2. Compensation for work performed on the Santaquin Main Street Project

- A. As part of the Santaquin Main Street Project work, CenturyLink was asked to relocate a communication pedestal. Santaquin agrees to pay \$XXXX.XX to CenturyLink for the cost of such relocation.
- B. CenturyLink desires to use conduit installed by the CITY in the Santaquin Main Street Project. CenturyLink agrees to pay \$XXXX.XX to the CITY for use of such conduit.

3. Future Right-of-Way construction. Both parties agree that this agreement does not amend or alter the current Santaquin franchise agreement held by CenturyLink, but that all future construction and restoration work within the Santaquin right-of-way will be consistent with Santaquin construction standards and approval processes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

SANTAQUIN CITY, a municipal corporation of the State of Utah

By: _____

By: James E. DeHoffman

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Qwest Corporation, d/b/a CenturyLink QC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A CenturyLink Project Area

CenturyLink
Project Area



To: Santaquin City (Community Development)

Please review the following proposed cable route and easement documents for new CenturyLink cable. Enclosed is a rough schematic of the proposed route. Route will cross four different parcels owned by Santaquin city where CenturyLink telephone would like to get easement. Parcels affected are numbers 32-004-0107, 32-004-0106, 35-391-0018, and 35-449-0020. If any questions or concerns come up, please call Rob Vigel in the R/W department at 801 974 8143 or Korby Whiting at 801 592-5166.

Thanks for your time.

Korby Whiting

Contract Engineer

CenturyLink

801-592-5166



1st one

QUIT CLAIM DEED



ENT 37651:2010 PG 1 of 1
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 May 07 12:31 pm FEE 10.00 BY EO
RECORDED FOR QUALITY TITLE
GRANTOR

22-004-0107

Woodriver Development, Inc.,
Of: _____

HEREBY QUIT CLAIMS TO

Santaquin City, GRANTEE
Of: 20 West 100 South Santaquin, UT 84655

For the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah to-wit:

Commencing North 1396.79 feet and West 2.37 feet from the Southeast Corner of Section 1, Township 10 South, Range 1 East Salt Lake Base and Meridian; thence North 0 deg. 5' 50" West 342.25 feet; thence West 38.75 feet; thence South 0 deg. 5' 51" East 323.99 feet; thence South 89 deg. 59' 57" West 6 feet; thence South 0 deg. 5' 51" East 18.26 feet; thence East 44.75 feet to the point of beginning.

4 In Witness whereof, the Grantor has caused it's name to be hereunto affixed on this day of May, 2010.

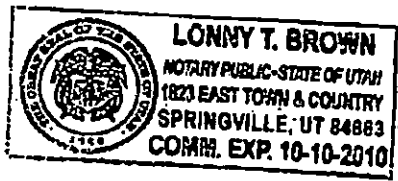
Woodriver Development, Inc.,

Michael G. Carter, President

County of Utah)
: ss.
State of Utah)

On the 4 day of May, 2010, personally appeared before me Michael G. Carter, President of Woodriver Development Inc., the signor of the within instrument who duly acknowledged before me that he executed the same, in behalf of said Woodriver Development Inc.

NOTARY PUBLIC



When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

R/W # _____

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, d/b/a CenturyLink QC, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A 6.00 foot wide easement situated in the Southeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, with said easement being described as the West 6.00 feet of the following described property:

Commencing North 1396.79 feet and West 2.37 feet from the Southeast Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°05'50" West 342.25 feet; thence West 38.75 feet; thence South 00°05'51" East 323.99 feet; thence South 89°59'57" West 6.00 feet; thence South 00°05'51" East 18.26 feet; thence East 44.75 feet to the point of beginning. (as shown on Deed recorded May 7, 2010, Entry No. 37651:2010)

Parcel: 32-004-0107

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

22

QUIT CLAIM DEED



ENT 37652:2010 PG 1 of 1
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 May 07 12:31 pm FEE 10.00 BY EO
RECORDED FOR QUALITY TITLE

32-004-0106

Woodriver Development, Inc.,
Of: _____

GRANTOR

HEREBY QUIT CLAIMS TO

Santaquin City,

GRANTEE

Of: 20 West 100 South Santaquin, Ut 84653

For the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah to-wit:

Commencing North 1326.58 feet and West 4.63 feet from the Southeast Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence West 42.37 feet; thence North 0 deg. 5' 51" West 70.21 feet; thence East 42.25 Feet; thence South 0 deg. 12' 00" East 70.21 feet to the point of beginning.

4 In Witness whereof, the Grantor has caused it's name to be hereunto affixed on this day of May, 2010.

Woodriver Development, Inc.,

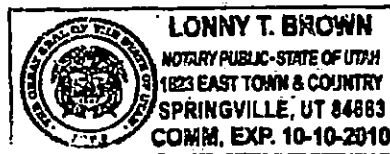
Michael G. Carter, President

County of Utah)

: ss.

State of Utah)

On the 4 day of May, 2010, personally appeared before me Michael G. Carter, President of Woodriver Development Inc., the signor of the within instrument who duly acknowledged before me that he executed the same, in behalf of said Woodriver Development, Inc.

NOTARY PUBLIC

When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

R/W # _____

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, d/b/a CenturyLink QC, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A 6.00 foot wide easement situated in the Southeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, with said easement being described as the West 6.00 feet of the following described property:

Commencing North 1326.58 feet and West 4.63 feet from the Southeast Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence West 42.37 feet; thence North 00°05'51" West 70.21 feet; thence East 42.25 feet; thence South 00°12'00" East 70.21 feet to the point of beginning. (as shown on Deed recorded May 7, 2010, Entry No. 37652:2010)

Parcel: 32-004-0106

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.



3

PROPERTY INFORMATION

Serial Number: 35:391:0018

Serial Life: 2002...

Property Address:

Mailing Address: 45 W 100 S SANTAQUIN, UT 84655-8009

Acreage: 0.338

Last Document: 93819-2001

Legal Description: BONNEVILLE SHORELINE TRAIL, PLAT A, BLACK HAWK HILLS SUBDV. AREA 0.107 AC. ALSO BONNEVILLE SHORELINE TRAIL, PLAT A, BLACK HAWK HILLS SUBDV. AREA 0.155 AC. ALSO BONNEVILLE SHORELINE TRAIL, PLAT A, BLACK HAWK HILLS SUBDV. AREA 0.076 AC. TOTAL AREA .338 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
2002... SANTAQUIN CITY						
2002NV WOODRIVER DEVELOPMENT INC						

Additional Information

Main Menu

- [Comments or Concerns on Value/Appraisal - Assessor's Office](#)
- [Documents/Owner/Parcel Information - Recorder's Office](#)
- [Address Change for Tax Notice](#)

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When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

R/W # _____

EASEMENT AGREEMENT

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A 6.00 foot wide easement situated in the Southeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, AND the Southwest Quarter of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian with said easement abutting the East line of 900 East Street and being further described as the West 6.00 feet of the following described property:

Bonneville Shoreline Trail, Plat "A", Black Hawk Hills Subdivision

Parcel: 35-391-0018

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.



PROPERTY INFORMATION

Serial Number: 35:449:0020 Serial Life: 2005...

Property Address:

Mailing Address: 45 W 100 S SANTAQUIN, UT 84655-8009

Acreage: 0.152

Last Document: [78716-2004](#)

Legal Description: PUBLIC TRAIL, PLAT B, BLACK HAWK RIDGE PD SUBDV. AREA 0.076 AC. ALSO PUBLIC TRAIL, PLAT B, BLACK HAWK RIDGE PD SUBDV. AREA 0.076 AC. TOTAL AREA .152 AC.

Owner Names	Value History	Tax History	Location	Photos	Documents	Exp Legal
2005... SANTAQUIN CITY 2005NV WOODRIVER DEVELOPMENT INC						

[Additional Information](#)

[Main Menu](#)

[Comments or Concerns on Value/Appraisal - Assessor's Office](#)
[Documents/Owner/Parcel information - Recorder's Office](#)
[Address Change for Tax Notice](#)

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When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

R/W # _____

EASEMENT AGREEMENT

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A 6.00 foot wide easement situated in the Southwest Quarter of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian with said easement abutting the East line of 900 East Street and being further described as the West 6.00 feet of the following described property:

Public Trail, Bonneville Shoreline Trail, Plat "B", Black Hawk Hills Subdivision

Parcel: 35-449-0020

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

