



ENT 66545-2023 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Oct 10 10:54 AM FEE 0.00 BY AR
RECORDED FOR PAYSON CITY

WHEN RECORDED RETURN TO:
Payson City Recorder
439 West Utah Avenue
Payson, Utah 84651

Space above for County Recorder's use only

PARCEL I.D. # 30:073:0087

**AGREEMENT TO DELAY AND DEFER COMPLETION OF CERTAIN UTILITY AND
INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT is made this 4th day of October, 2023.

PARTIES

“APPLICANT”: MICHAEL CHAD STAHELI, as property owner, subject of this agreement, located at 1614 E Ranch Lane, Payson, Utah herein referred to as “APPLICANT”, whose address is the same.

“CITY”: PAYSON CITY, a municipal corporation, herein referred to as “CITY”, whose address is 439 West Utah Avenue, Payson, Utah 84651.

RECITALS

WHEREAS, APPLICANT desires the following permits, approvals or agreements:

APPLICANT has received a building permit (BP2021-089) for a single-family dwelling on Utah County Parcel 30:073:0087 located at 1614 E Ranch Lane, Payson, Utah, and the construction of the dwelling and improvement of the property necessitates the completion of required improvements as outlined in Payson City Municipal Code, and

APPLICANT is requesting to delay the required performance guarantee and installation of some on-site and off-site improvements, including installation of curb, gutter, and sidewalk along Ranch Lane, and the installation of public utilities and municipal services to serve the subject parcel.

The legal description of land where the public improvements described herein are to be installed and/or constructed is more particularly described in Exhibit A.

WHEREAS, new dwellings on lots of record in the MH-2, Mountain and Hillside Zone may connect to on-site systems (well, septic tank) or private systems if city utilities are not readily available. Due to the distance the subject parcel and the existing city utilities, CITY has determined the dwelling may be served by an on-site septic system and connected to Gooseneck Water System until such time city utilities are available. APPLICANT is required to obtain all necessary permits and approvals from the agencies that

regulate these systems.

WHEREAS, the terms of the issuance of said approvals or agreements require APPLICANT to install and complete the following public improvements:

All required off-site and on-site public improvements, including but not limited to all legally required performance guarantees, permits, utility and infrastructure improvements including streets, curbs, gutters, and sidewalks, the disconnection of any existing on-site utilities (i.e. wells, septic tanks) or connections to private systems, and the installation, completion of, and connection to the City utilities, services and infrastructure (i.e. culinary water, pressurized irrigation, sewer, etc.).

WHEREAS, CITY cannot grant approval of a permit and delay the installation of said legally required public improvements, and delay legally required performance guarantees until APPLICANT agrees to the conditions set forth hereunder regarding the above-described public improvements.

WHEREAS, APPLICANT is the Manager of Payson Properties, LLC which has provided an easement to the CITY recorded January 3, 2023 affecting parcels 30:073:0198, 30:073:0247, 30:073:0248 and 30:073:0249 a copy of which is attached hereto as Exhibit B (the "City Easement Agreement") in which certain water infrastructure will be provided by the CITY to APPLICANT when such services are made available.

NOW THEREFORE, in consideration of the premises, the parties agree as follows where not in conflict with the City Easement Agreement referenced above:

1. CITY agrees to permit APPLICANT to defer completion of the above referenced public improvements until:
 - a. the property owner and/or APPLICANT submits a land use application for a more intense use of the property (i.e. zone change, subdivision, conditional use permit), and/or other properties along Ranch Lane construct the improvements adjacent to this property;
 - b. the City utilities and services are within 300 feet of the parcel;
 - And at such time as written notice is sent to APPLICANT demanding installation and/or completion of any or all the public improvements, or
 - such time as written notice is sent to APPLICANT to reimburse CITY for CITY's installation and/or completion of the public improvements.
 - c. Notwithstanding the foregoing, roadway improvements (streets, curbs, gutters, etc.) will not be required unless Ranch Lane is extended or improved to provide access to additional parcels in the area.
2. Installation of the public improvements by the APPLICANT shall commence within 30 days of the date of the written notice or such other time as mentioned in paragraph 1 above, and shall be completed within 90 days of the written notice unless otherwise agreed to in writing by CITY and APPLICANT.
3. The cost of the public improvements and their installation and completion shall be completely and wholly borne by APPLICANT.

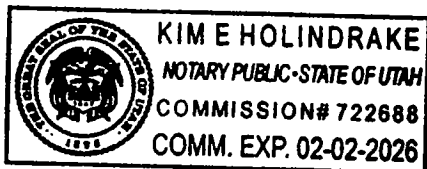
4. APPLICANT shall not be relieved from the obligation to install the public improvements until such installation has been performed to the satisfaction of CITY.
5. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above, an applicant applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred public improvements to be installed at the same time approval is given to develop the adjacent property.
6. The parties expressly agree that CITY may at any time, at its option, install and/or complete the public improvements for the property described above. CITY shall provide notice to APPLICANT a minimum of 30 days prior to exercising its option to install or complete the public improvements. APPLICANT shall reimburse to CITY, within 30 days of the completion date of said installation and/or completion.
7. APPLICANT expressly agrees that should APPLICANT fail to install and complete the public improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY for the costs to install and complete the public improvements, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT agrees and recognizes CITY's right to recover the costs necessary to install the public improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above or obtain reimbursement therefore through any lawful means, including through foreclosure proceedings on the property described above.
8. Parties agree that the property described above is located in the MH-2 Zone, and access is provided via Ranch Lane (private) and Rim Rock Canyon Drive (public).
9. APPLICANT agrees a performance guarantee, which can be in the form of a letter of credit, shall be provided prior to commencement of any construction.
10. This Deferral Agreement shall be signed by the owners of property and recorded in the office of the Utah County Recorder.
11. The deferral process does not waive or modify any other regulations or requirements of the Payson City Municipal Code or the Municipal Land Use Development and Management Act, Utah Code Annotated, 10-9a-101 et seq.
12. If APPLICANT sells or leases the property or any portion of the property described above, and the buyer or lessee applies to CITY for approval to develop or improve the property, CITY may require the public improvements to be installed at the same time approval is given to develop the property.
13. If a special assessment area is proposed, which would in whole or in part finance the installation of any or of all the public improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special assessment area or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any public improvements which are the subject of this Agreement, but are not or will not be installed as part of the special assessment area, shall not be affected by said assessment area.
14. Any and all of the obligations of APPLICANT 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.

15. This Agreement contains the complete Agreement concerning the arrangement between the parties with respect to the posting of an infrastructure performance guarantee and/or completion of any or of all the public improvements for the infrastructure described herein, and shall supersede all other agreements between the parties, written or oral. All recitals and exhibits are incorporated herein by this reference. This agreement does not waive other conditions of approval for the building permit.
16. 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.
17. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
18. 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.
19. 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.
20. In the event CITY commences legal action to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, court costs, and any other costs in connection with said action.
21. APPLICANT agrees to indemnify, protect, and save and hold harmless CITY, its employees and agents, from and against all losses, damages, injuries, claims, demands, and expenses, including attorneys' fees and court costs of whatsoever nature, arising out of the non-posting of a performance guarantee and/or delay of completion of any or of all the public improvements.
22. This Agreement shall be binding upon any and all successors and assigns of all or any portion of the Property. This Agreement may not be assigned to someone other than a purchaser of the Property without written authorization by CITY.

[Signature]
Michael Chad Staheli, Property Owner

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this 7th day of October, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Michael Chad Staheli, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person, whose name is subscribed to this instrument, and acknowledged that he is the same.

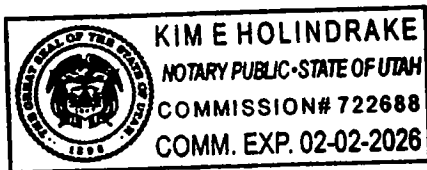


[Signature]
Notary Public

[Signature]
William R. Wright, Mayor
Payson City

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On this 4th day of October, 2023, personally appeared before me, a Notary Public in and for the State of Utah, William R. Wright, Mayor of Payson City, and the signer of this instrument, who duly acknowledged that he executed the same.



[Signature]
Notary Public

EXHIBIT A
(Legal Description)

COM N 1320 FT & E 748.3 FT FR SW COR SEC 22, T9S, R2E, SLM; E 1891.7 FT; S 1287.12 FT; S 89 DEG 28'56"W 737.16 FT; N 41 DEG 44'44"W 1734.04 FT TO BEG.

AREA 38.98 ACRES.

EXHIBIT B
(City Easement Agreement)



ENT 66545 = 2023 PG 8 of 10

EASEMENT AGREEMENT

Line No. _____
ROW No. _____

County of Utah State of
Utah

~~ENT 397:2023 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jan 03 4:39 pm FEE 0.00 BY TM
RECORDED FOR PAYSON CITY~~

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned PAYSON PROPERTIES LLC ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby listed and acknowledged, hereby grants, conveys, bargains, sells, and warrants unto Payson City Corporation ("Grantee"), a municipal corporation whose address is 439 West, Utah Avenue, Payson, Utah 84651, its successors and assigns, a perpetual easement, right-of-way, and right on, over, under, above and across a parcel of land located in the County of Utah, State of Utah, and said right-of-way being described as follows:

A STRIP OF LAND, SITUATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE MERIDIAN, UTAH COUNTY, UTAH; BEING 10.00 FEET RIGHT AND 10.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP, RUNNING THENCE NORTH 45° 24' 09" EAST A DISTANCE OF 3731.52 FEET TO THE TRUE POINT OF BEGINNING WHICH LIES ON THE SOUTHERLY LINE OF THE GOOSENEST DRIVE RIGHT OF WAY LINE; THENCE ALONG THE SAID CENTERLINE THE FOLLOWING (7) SEVEY COURSES:

1. SOUTH 00° 36' 31" EAST A DISTANCE OF 1668.88 FEET;
2. SOUTH 73° 18' 21" EAST A DISTANCE OF 282.67 FEET;
3. NORTH 84° 37' 17" EAST A DISTANCE OF 461.76 FEET;
4. NORTH 72° 58' 04" EAST A DISTANCE OF 618.25 FEET TO A POINT ON EASTERLY LINE OF THE PAYSON PROPERTIES LLC PROPERTY, PARCEL #30:073:0249 AND THE POINT OF TERMINUS, SAID POINT LIES NORTH 52° 00' 56" WEST A DISTANCE OF 1706.08 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, T 9 S, R 2 E, S.L.B.M., A FOUND BRASS CAP.

THE TOTAL LENGTH OF A POWER & WATER EASEMENT ACROSS THE PAYSON PROPERTIES LLC PROPERTY, PARCEL #30:073:0198 #30:073:0247 #30:073:0248 #30:073:0249, AS DESCRIBED ABOVE IS 3031.56 FEET OR 183.73 RODS OR 0.57 MILES AND CONTAINS 60,631.20 SQ FT OR 1.39 ACRES MORE OR LESS.

Utah County Parcel Numbers: 30:073:0198, 30:073:0247,
30:073:0248 and 30:073:0249

Additional compensation for the grant of easement includes the following:

The connection of five homes to the water system as designated by Payson Properties, LLC and the provision of sufficient water rights to service the culinary water requirements of the five homes, which include limited water use for lawn and plants, once the main water trunk line is installed and conveying water from Payson City's system;

Three fire hydrants shall be installed located near 2050 South Rimrock Canyon Drive, 1614 East Ranch Lane, and one other location designated by Payson Properties, LLC.

Payson Properties, LLC shall prepare the homes to be connected to the water system by extending water lines from the homes to the main trunk line and providing water meters for each home. Payson Properties, LLC shall also pay the cost of the three fire hydrants.

Payson City shall connect the homes and fire hydrants to the system on or before one year after the main water trunk line is installed and in service and shall not charge impact connection fees for the five homes.

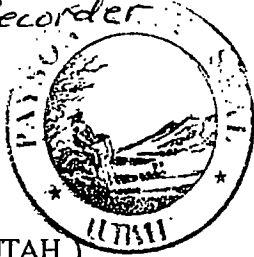
The right-of-way easement is conveyed in purpose to construct, enlarge, reconstruct, re-phase, repair, operate, maintain, place, relocate and/or replace electric transmission and/or electric distribution lines and/or electric systems and/or communications systems and/or water pipelines and such other equipment and appurtenances as may be necessary and/or convenient for such operations; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and/or other plants and to clear the easement of all structures, obstructions and/or other objects within 25 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby releases and waives all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower and/or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and/or water pipelines and all equipment and appurtenances associated with such above ground facilities installed on the above described lands at the Grantee's expense shall remain the property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of the real property described and that said realty is free and clear of all encumbrances and liens of whatsoever character. Grantor shall have the right to fully use the surface of the easement, except for the purpose of erecting buildings and/or structures within, or starting or maintaining fires within the right-of-way easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. Grantee may release this grant of easement and right-of-way at any time by filing a release of same with the appropriate County Recorder. Grantee shall also pay to Grantor all reasonable damages to growing crops, landscaping driveways, fences or improvements occasioned in laying, repairing or removing the original and all additional electric transmission and/or distribution lines and/or electric systems and/or communication systems, water pipelines and all equipment and appurtenances associated with such facilities. If Grantor and/or Grantee are unwilling to agree upon the amount of such damages, such damages shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee and the third by the two so appointed and the mutual determination of any two of said three persons as to the amount of such damages shall be final and conclusive. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, all prior or contemporaneous agreements, if any, whether verbal or written, being included herein. Grantor further agrees that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and the words used in the masculine gender shall be construed to read in feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, the Grantor has personally caused its name to be hereunder affixed this 29th day of December 2022

ATTEST:

Kimi E. Holindrake
Kimi E. Holindrake
City Recorder



William R. Wright
William R. Wright, Mayor
By Michael Staheli
Michael Staheli, Manager.
Payson Properties LLC

ACKNOWLEDGEMENT

STATE OF UTAH)

)ss

COUNTY OF UTAH)

On the 29 day of Dec, 2022 personally appeared before me Michael Staheli, the signer of the foregoing instrument, who duly acknowledged to me that they are the Manager of PAYSON PROPERTIES LLC, and is authorized to execute the foregoing agreement in its behalf and that they executed it in such capacity.

NOTARY PUBLIC _____

NOTARY FULL NAME Kinda Hooser A NOTARY COMMISSIONED IN UTAH

COMMISSION NUMBER 726784 MY COMMISSION EXPIRES 9/20/26.

