

ORDINANCE NO. 2000-6

**AN ORDINANCE OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH COUNTY, UTAH, ANNEXING SPECIFIC PROPERTY KNOWN AS THE "GROVE CREEK EAST ANNEXATION" TO PLEASANT GROVE CITY; AMENDING THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Pleasant Grove, Utah, said owners, James G. E. Smith and Dorothy Smith, being the owners of at least one-third (1/3) in value of said real property as shown by the last assessment roll; and

WHEREAS, said real property consists of approximately 48.26 acres and lies contiguous to the corporate boundaries of Pleasant Grove, Utah; and

WHEREAS, said owners have caused a petition to be filed with the City Recorder together with an accurate plat of the real property which was made under the supervision of a licensed surveyor; and

WHEREAS, Pleasant Grove City Council accepted the petition for annexation; and within 30 days the City Recorder reviewed the petition and certified that the petition meets the requirements for annexation as provided by Utah State Law (Subsections 10-2-403 (2), (3), and (4)); and

WHEREAS, on December 14, 1999, the Pleasant Grove City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, a notice was published once a week for three successive weeks, beginning no later than ten days after receipt of the notice of certification, in a newspaper of general circulation within the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation as provided by Utah State Law (Subsection 10-2-406) ; and

WHEREAS, within 20 days of receipt of the notice of certification, written notices were mailed to the affected entities as provided by Utah State Law (Subsections 10-2-406 (1) (b)); and

WHEREAS, no protests to the annexation petition were filed during the period specified;

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code, the City Council of Pleasant Grove City, Utah, hereby adopts and passes the following:

BE IT ORDAINED by the City Council of Pleasant Grove, Utah as follows:

1. The real property more particularly described in Paragraph 2, below, is hereby annexed to Pleasant Grove, Utah, and the corporate limits of Pleasant Grove, Utah are hereby extended accordingly.
2. The real property which is the subject of this Ordinance is described as follows:

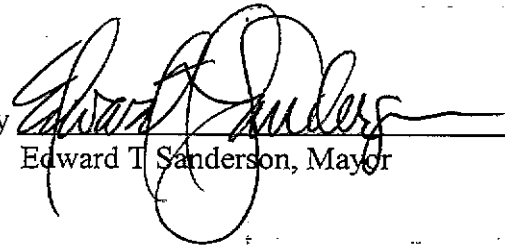
Commencing at the Northeast corner of Section 21, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence as follows: East 2405.10 feet, South 20°33'22" West 137.43 feet, South 45°00'00" West 155.56 feet, South 39°33'35" West 149.16 feet, South 65°59'47" West 194.79 feet, South 67°21'44" West 78.00 feet, South 20°19'16" West 67.14 feet, South 35°31'17" West 70.53 feet, South 58°35'32" West 57.46 feet, South 29°01'10" West 77.74 feet, South 60°26'54" West 56.97 feet, South 25°21'36" West 94.31 feet, South 35°33'12" West 82.45 feet, South 76°22'39" West 73.14 feet, South 41°09'18" West 87.83 feet, South 25°31'46" West 71.28 feet, South 51°31'43" West 76.29 feet, North 24°59'36" West 272.87 feet, North 89°12'22" West 1108.55 feet, North 00°10'12" West 49.38 feet, along the arc of a 50.00 foot radius curve to the right 22.22 feet (chord bears North 12°33'39" East 22.04 feet), North 25°17'30" East 79.70 feet, North 23°55'01" East 125.04 feet, North 25°17'30" East 140.26, East 130.66 feet, North 200.00 feet, West 200.01 feet, South 200.01 feet, East 36.16 feet, South 25°17'30" West 126.08 feet, South 35°43'03" West 127.10 feet, South 25°17'30" West 79.70 feet, along the arc of a 106.00 foot radius curve to the left 47.11 feet (chord bears South 12°33'39" West 46.72 feet), South 00°10'12" East 48.44 feet, North 89°12'22" West 103.34 feet, North 01°14'06" East 93.78 feet, South 89°52'07" West 696.50 feet, North 00°02'52" West 699.71 feet, East 684.48 to the point of beginning. Contains approx. 48.26 Acres

3. The zoning map of Pleasant Grove City shall be amended to include the real property described above in Paragraph 2.
4. The real property described in Paragraph 2 above, shall be classified as being in the A-1 zone.
5. The real property described in Paragraph 2 above, is hereby annexed subject to the conditions set forth in the annexation agreement which is attached hereto and incorporated herein as Exhibit "A."
6. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Utah County, Utah, by the City Recorder.
7. This Ordinance shall take effect immediately upon its passage and after being posted or published as required by law. A copy of the Ordinance and plat shall be deposited in the Office of the City Recorder.

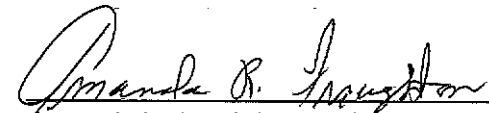
PASSED, ADOPTED, AND ORDERED PUBLISHED BY THE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH, this 15 day of February, 2000.

PLEASANT GROVE CITY CORPORATION



By   
Edward T. Sanderson, Mayor

ATTEST:

  
Amanda R. Fraughton, City Recorder

(SEAL)

Publication Date: Feb. 23, 2000

**ANNEXATION AGREEMENT FOR PROPERTY  
KNOWN AS "GROVE CREEK EAST ANNEXATION"**

This Annexation Agreement is made by and between Pleasant Grove Municipal Corporation ("Pleasant Grove") and James G.E. Smith, president of Cornerstone Group Investments, Inc., whose address is 108 East Center Street, Pleasant Grove, Utah 84062 ("Applicant") to set forth the terms and conditions under which Pleasant Grove agrees to annex real property owned by Applicant and extend certain municipal services to that property. This Agreement is made under authority of Utah Code Annotated, § 10-2-403 (1953, as amended). In consideration of Pleasant Grove's agreement to annex Applicant's real property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

**RECITALS**

WHEREAS, the Applicant is in the process of developing a tract of land located east and northeast of the current 1100 East 500 North area of Pleasant Grove, Utah; and

WHEREAS, Applicant desires to annex said property into the City of Pleasant Grove and Pleasant Grove City under the conditions and terms outlined below is agreeable thereto.

**TERMS**

1. Property. The property to be annexed, generally known as the "Grove Creek East Annexation" and referred to herein as the "Property" is described in Exhibit "A" attached hereto and incorporated herein. The Property is located in Utah County and is contiguous to an existing Pleasant Grove boundary.
2. Zoning. Upon annexation the Property will become subject to the Pleasant Grove Zoning and Land Use Development Code, Subdivision Regulations, Sensitive Lands Ordinance and other City ordinances and building regulations. Generally the area will be zoned A-1; and the density and master plan will be determined in light of the sensitive lands, open space, and very low density residential policies of Pleasant Grove, and in consideration of the requirements of the Pleasant Grove Sensitive Lands Ordinance and in consideration of the policies and conditions set forth on Exhibit "B" attached hereto and incorporated herein, which policies and conditions are hereby agreed to by applicant.
3. Roads. All roads in the proposed development shall be designed and constructed to meet Pleasant Grove City standards or recognized national standards for residential streets, including adequate provision for construction traffic. If said roads are to become public in the future, any defects must be remedied by bringing the street into compliance with the street standards in effect at the time the request for dedication is made prior to City's acceptance. The City is under no obligation to accept the roads. Any future requests for dedication will be

evaluated on the merits at the time of the request.

4. Access.

- (a) Canyon Access. Applicant guarantees that open access to the canyon will be maintained for the benefit of the public.
- (b) Salt Lake Aqueduct Access. Applicant will be responsible for obtaining a license agreement from the Salt Lake City Metropolitan Water District in favor of Pleasant Grove City for the necessary utilities and street crossings of the Salt Lake Aqueduct.

5. Culinary Water.

- (a) Water system (including water tank, pump station and water lines). The parties understand and agree that the City does not have the capability to provide municipal water services to all of the annexed area. Applicant will be responsible to design, construct, and bear the cost of a 200,000 gallon water tank, a pump station and the necessary water lines to service any proposed development in the area east of the Salt Lake Aqueduct and if necessary, any lots in the proposed Plat "B" of Mahogany Ridge at Grove Creek for which it is determined that applicant must provide water services.
- (b) Front Foot Fee Waived. Pursuant to the agreement executed between the parties previously. City reaffirms its agreement to waive the front foot fee for the culinary water service for all proposed lots fronting on the existing water line. Specifically proposed lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, on plat "A" and lots 4B and 3B on plat "B" of the Mahogany Ridge development.
- (c) Pump Station and Water Tank. Applicant agrees to design pump station and water tank to include the appropriate telemetry equipment that is compatible with the city's existing telemetry system.
- (d) Pump Station. The Applicant shall install a pumping station to service any proposed development in the areas identified in paragraph 5(a) above. The Applicant shall also provide, construct and install said pumping station to provide adequate culinary, irrigation and fireflow water capacity, consistent with the Utah State Drinking Water Standards, the Uniform Fire Code, the Uniform Building Code, the National Electrical Code and the American Water Works Association for residential construction. Said pumping station shall be capable of supplying state water supply to the project.

- (e) Maintenance of Water System. The city will agree to accept ownership and the responsibility to maintain the water system after construction only if designed and constructed according to the State of Utah Administrative Rules for Public Drinking Water Systems and accepted by the City Engineer. Applicant accepts all responsibility for obtaining the proper approvals and final operating permits from the State of Utah Division of Drinking Water. The city will agree to own, operate and maintain the water system after acceptance, however the property owners shall be responsible to pay for the increased costs of operating and maintaining the system for those home receiving water from the pump station.
6. Water Rights: Applicant specifically reserves the water rights associated with the Springs which feed the pond located on the property to be gifted to the City for the park. No water rights will be transferred with the deed to the park property.
7. Open Space and Trails. Applicant will provide a trail space in conjunction with the proposed development pursuant to the requirements of the Bonneville Shoreline Trail Committee. Said trail shall be open for public use.
8. Annexation Fees. Applicant agrees to pay Pleasant Grove's costs associated with the processing of the annexation petition, including publication fees and any special or extraordinary costs associated with the annexation.
9. City Fees. Upon annexation, the property is for all purposes part of Pleasant Grove, and is fully subject to all of its policies, ordinances, regulations, and tax levies, including levies for previously issued bonds. All subdivision and building related fees, building permit, engineering inspection and general impact fees will be imposed on the annexed property in the same manner that they are applied elsewhere within Pleasant Grove.
10. City Services. City services provided to other properties in Pleasant Grove will be provided to the annexed property on the same basis as they are provided to other similarly situated properties, except for water pumps and water system as set forth in paragraphs 5 (a)-(e).
11. Donation of Land for Park: Applicant hereby agrees to grant to Pleasant Grove City a charitable gift of approximately 7.4 acres of land for the purpose of establishing a city park. The City agrees to give a written statement to the applicant that said grant of land is a charitable gift and not a building concession. Timing of delivery of the deed will be effectuated by agreement between the parties.
12. Governing Law. The Agreement shall be governed by the laws of the State of Utah.

- 13. Development. City's acceptance of Applicant's Annexation Petition does not guarantee any development approvals. All development applications shall go through the required process pursuant to the Utah State Code and the Pleasant Grove Municipal Code.
- 14. Full Agreement. This Agreement contains the full and complete agreement of the parties regarding the annexation and there are no other agreements in regard to the annexation of the Property. This Agreement may be amended only by a written instrument signed by all parties hereto.

DATED this 15 day of February, 2000.



PLEASANT GROVE CITY

*Edward T. Sanderson*  
Edward T. Sanderson, Mayor

ATTEST:

*Amanda Fraughton*  
Amanda Fraughton  
City Recorder

DATED this 16 day of February, 2000.

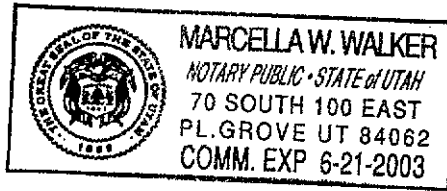
APPLICANT(S):

*James G.E. Smith*  
James G.E. Smith, Property Owner  
President, Cornerstone Group Investmens, Inc.

State of Utah )  
ss: )  
County of Utah)

Subscribed and sworn to before me a Notary Public, in and for the State of Utah,  
this 23 day of February, 2000.

*Marcella W. Walker*  
NOTARY PUBLIC



*Dorothy Smith*  
Dorothy Smith, Property Owner

State of Utah )  
ss: )  
County of Utah)

Subscribed and sworn to before me a Notary Public, in and for the State of Utah,  
this 23 day of February, 2000.

*Marcella W. Walker*  
NOTARY PUBLIC

