

ANNEXATION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
(STRAWBERRY ANNEXATION)

THIS AGREEMENT entered into this 6<sup>th</sup> day of August, 2015,  
by and between Heber City, hereinafter referred to as "City" and the undersigned petitioners, as  
"Petitioner".

WHEREAS, the Petitioner has proposed annexation of 56.93 acres into Heber City; and

WHEREAS, the Planning Commission has reviewed the proposed annexation and has  
recommended approval of the proposed annexation with conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. **ZONING**

- a) Properties within the annexation area shall be zoned consistent with the Heber City General Plan Land Use Map as shown in Exhibit D, which includes the Planned Community Mixed Use Zone (PCMU) and the C-2 Commercial Zone;
- b) **OPEN SPACE.** For properties located within the PCMU Zone, Petitioner may provide offsite Open Space to meet the Civic Space requirements of the PCMU ZONE found in Section 18.62.020 F. 2. e.
  1. Notwithstanding this option, each development shall provide at least 15 percent of its required Civic Space onsite;
  2. Any offsite Open Space dedication shall be on an acre per acre equivalent, or on a land value equivalent, whichever is the greater area of land, in the amount of acreage specified by the PCMU Zone;
  3. Such Open Space shall be obtained through a development right purchase (property shall remain privately owned) for properties located within the Sending Area (North Fields) identified on Exhibit J;
  4. Such Open Space shall be preserved in perpetuity as agricultural land through a Conservation Easement held by a third party, such as Utah Open Lands;
  5. Such land shall not have been used to meet the requirements for Open Space in another development; and
  6. Such Open Space shall have adequate water rights retained with the land to maintain it in agricultural production, as evidenced by a deed restriction on said property.
- c) As properties develop or redevelop along Highway 40, the street frontage shall be brought to current city standards for landscaping as required by the C-2 & C-4

Design Criteria, including the planting of trees.

**2. WATER RIGHTS**

- a) Petitioners shall, at the time of development, transfer to the City any required diversion water rights necessary for development of their property;

**3. EXISTING UTILITIES**

- a) Petitioner is responsible for acquiring and paying for any necessary offsite easements, dedications, or right of way; and construct any offsite utilities required to connect to existing utilities and service the development of their property, including: sewer, water, secondary irrigation, electricity, gas, cable television, etc.;
- b) At Petitioner's expense, existing utilities shall be relocated into future right of ways as needed at the time of development to avoid conflict with proposed development;
- c) Existing wells and septic tanks are suitable for existing uses. As properties develop or redevelop, connection to the City's sewer and water systems will be required. The health department may require connection to sewer and water systems if septic tanks or wells fail, or as those services are expanded;
- d) At the time of development, above ground utilities along the street frontage shall be placed underground, unless the City determines that burial is unfeasible;

**4. REIMBURSEMENT**

- a) Petitioners fronting Mill Road will be required to reimburse the original developer that installed the existing 16-inch Mill Road Water Line for their proportionate share of the construction cost. Details for reimbursement are available from the Heber City Engineer;

5. **EXISTING STREET FRONTAGE**

- a) As properties develop or redevelop, Petitioners shall improve their respective property's existing street frontage along Mill Road and Highway 40 to current standards, including right of way dedication, curb and gutter, storm drain system, sidewalk, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;

6. **CULINARY WATER**

- a) The Heber City Capital Facility Plan identifies future culinary water line approximate locations needed to service properties within the annexation as shown in Exhibit F.
- b) At the time of development or redevelopment of the **Thurgood, Lane Jensen, Loren Jensen 1, and Shingledecker** properties, Petitioners shall construct within their respective properties, the 12-inch culinary water line connecting from East Airport Road east to Mill Road, identified as W-008 on Exhibit F. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the water line from 8-inches to 12-inches. Also, Petitioners shall construct and loop any additional onsite or offsite water lines needed to serve their developments and bring water from existing facilities.
- c) At the time of development or redevelopment of the **Loren Jensen 2 and Shingledecker** properties, Petitioners shall construct along their street frontage, an 8-inch culinary water line along Highway 40. Also, any additional onsite water lines needed to serve their developments.

7. **SEWER**

- a) The Heber City Capital Facility Plan identifies future sewer line approximate locations needed to serve properties within the annexation as shown in Exhibit G.
- b) At the time of development or redevelopment of the **Melhoff and TRV** properties, Petitioners shall construct within their respective properties, the 10-inch sewer line running north to south, identified as S-028 on

Exhibit G. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer line from 8-inches to 10-inches. Also, Petitioners shall construct any additional onsite or offsite sewer lines needed to serve their developments and connect sewer to existing facilities.

- c) At the time of development or redevelopment of the **Thurgood, Lane Jensen, Loren Jensen 1 & 2, and Shingledecker** properties, Petitioners shall construct any additional onsite or offsite sewer lines needed to serve their developments and connect sewer to existing facilities, including the 10-inch sewer line identified as S-004 on Exhibit G.

## 8. STREETS

- a) The Heber City Capital Facility Plan identifies future street locations needed to serve properties within the annexation as shown in Exhibit H. Required street construction and dedication includes all surface and subsurface improvements, storm drain facilities, as well as all underground utilities;
- b) At the time of development or redevelopment of the **Melhoff, TRV, and Earnshaw** properties, Petitioners shall dedicate and improve their respective property's Mill Road street frontage to the 72 foot right of way, Major Collector Standard, identified as T-040 on Exhibit H. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the asphalt width from 36-feet to 50-feet. As part of the improvements these properties shall also patch and install a 2-inch overlay over the existing Mill Road asphalt, east of the same said frontages;
- c) At the time of development or redevelopment of the **Shingledecker, and Loren Jensen 2** properties, Petitioners shall dedicate and improve their respective property's Highway 40 street frontage to the standard adopted by UDOT including right of way dedication, curb and gutter, storm drain facilities, sidewalk, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;
- d) At the time of development or redevelopment of the **Melhoff and TRV** properties, Petitioners shall dedicate

and improve within their respective properties, the 66 foot right of way Minor Collector, at the approximate alignment of 900 East, identified as T-051 on Exhibit H. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the asphalt width from 36-feet to 44-feet;

- e) At the time of development or redevelopment of the **Shingledecker and Loren Jensen 1** properties, Petitioners shall dedicate and improve within their respective properties, the 72-foot wide Major Collector at approximately 500 East, identified as T-029 on Exhibit H. Heber City will participate in said construction with Impact Fees to pay for the construction cost of upsizing the asphalt width from 36-feet to 50-feet;

## 9. **PARKS AND TRAILS**

- a) The Heber City Capital Facility Plan identifies future park and trail locations needed to serve properties within the annexation as shown in Exhibit I.
- b) At the time of development or redevelopment of the **Melhoff, TRV, and Earnshaw** properties, Petitioners shall dedicate and construct along their respective Mill Road street frontages, a minimum 10-foot wide concrete off-street trail (or equivalent to match connecting the trail to the north) within a minimum 20 to 30-foot wide landscaped berm area along Mill Road, though the City may consider a narrower width for the landscaped area for localized hardship situations;

## 10. **PRESSURIZED IRRIGATION**

- a) Petitioners shall construct onsite or offsite pressurized irrigation lines needed to serve their developments and connect to existing facilities.
- 11. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties;
  - 12. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder;

13. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 15 day of MARCH, 2010.

HEBER CITY:

By: Alan McDonald  
Alan McDonald, Mayor



ATTEST:

Michelle Y. Lincoln  
Heber City Recorder

OWNER, \_\_\_\_\_

By: \_\_\_\_\_  
Trent Melhoff

STATE OF UTAH     )  
: ss.

**STRAWBERRY ANNEXATION AGREEMENT ADDENDUM**

This addendum is intended to clarify the ANNEXATION AGREEMENT AND COVENANT RUNNING WITH THE LAND (STRAWBERRY ANNEXATION), particularly with regard to the Marion Shingledecker (Wasatch Rentals) and Loren Jensen properties and the requirements specified in 6b), 6c), 7c), 8c), and 8e) of said Strawberry Annexation Agreement.

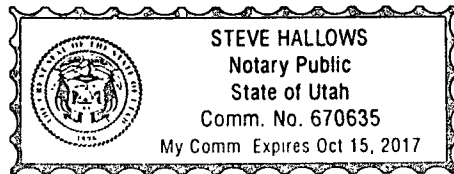
The required property improvements specified in 6b), 6c), 7c), 8c), and 8e) of the Annexation Agreement, shall be installed pursuant to the city's development code that is currently in effect at the time of development or redevelopment of those respective properties.

At the time of development or redevelopment of their respective properties, Petitioners specifically agree to dedicate a perpetual right of way if deemed necessary by the City Council for the development and improvement of 500 East.

OWNER,   
Blake Allen

By:   
Wasatch Rentals LLC

STATE OF UTAH            )  
  : ss.  
COUNTY OF WASATCH    )



On this 5<sup>th</sup> day of March, 2016, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

  
NOTARY PUBLIC

OWNER, *[Signature]*

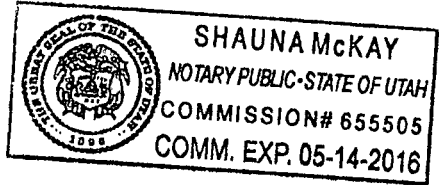
Ent 425299 Bk 1160 Pg 1557

By: Brad A. Jensen  
RidgePoint Holdings, LLC

STATE OF UTAH            )  
  : ss.  
COUNTY OF WASATCH    )

On this 24<sup>th</sup> day of August, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

*[Signature]*  
NOTARY PUBLIC





: ss.  
COUNTY OF WASATCH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

\_\_\_\_\_  
NOTARY PUBLIC

OWNER, GARY Thurgood

By: Gary Thurgood  
Gary Thurgood

STATE OF UTAH )  
: ss.  
COUNTY OF WASATCH )

On this 2 day of November, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Diann Greer  
NOTARY PUBLIC



OWNER, \_\_\_\_\_

By: \_\_\_\_\_  
Edith Thurgood

OWNER,

Lane F. Jensen

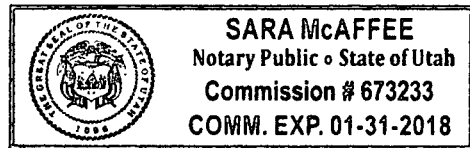
Ent 425299 Bk 1160 Pg 1559

By: \_\_\_\_\_  
Lane F. Jensen

STATE OF UTAH            )  
  : ss.  
COUNTY OF WASATCH    )

On this 25th day of September, 2015, personally  
appeared before me the above named Owner, who duly acknowledged  
to me that he is the owner in fee and executed the same as such.

Sara McAfee  
\_\_\_\_\_  
NOTARY PUBLIC



OWNER, \_\_\_\_\_

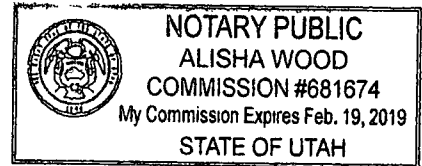
Ent 425299 Bk 1160 Pg 1560

By: Phyllis Jensen  
Phyllis Jensen

STATE OF UTAH            )  
  : ss.  
COUNTY OF WASATCH    )

On this 25<sup>th</sup> day of September, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Alisha Wood  
NOTARY PUBLIC



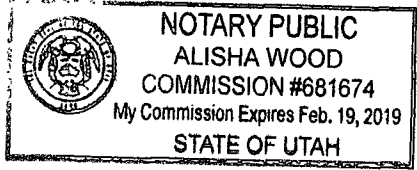
OWNER, \_\_\_\_\_

By: *Loren Jensen*  
Loren Jensen

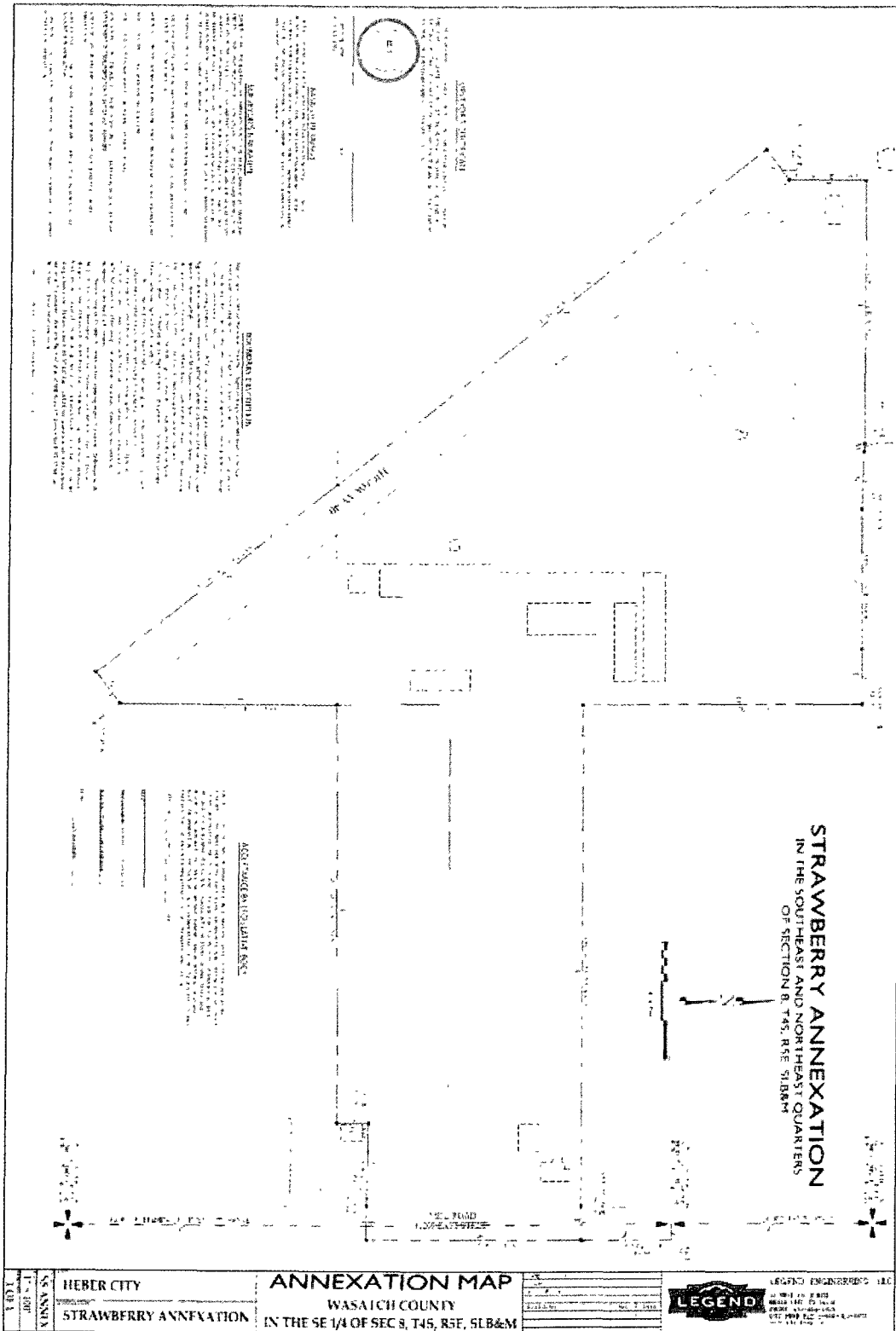
STATE OF UTAH            )  
                                      : ss.  
COUNTY OF WASATCH    )

On this 25<sup>th</sup> day of September, 2015, personally  
appeared before me the above named Owner, who duly acknowledged  
to me that he is the owner in fee and executed the same as such.

*Alisha Wood*  
NOTARY PUBLIC



# EXHIBIT A: PROPOSED ANNEXATION PLAT



## **EXHIBIT B: LEGAL DESCRIPTION**

### **BOUNDARY DESCRIPTION**

Beginning at a point on the apparent easterly Right-of-Way line of Mill Road (1200 East Street), said point lying South 0°15'53" East 716.88 feet and East 39.32 feet from the Wasatch County Survey Monument for the East Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian;

And running thence South 0°7'25" East 554.76 feet along the apparent Easterly Right-of-Way of said street; thence North 89°00'04" West 87.84 feet to a fence corner on the apparent Westerly Right-of-Way line of Mill Road; thence North 89°00'04" West 212.25 feet along a fence line; thence South 82.78 feet; thence South 89°38'41" West 1070.92 feet along a fence line; thence South 0°03'21" East 559.69 feet along a fence line; thence South 52°00'41" West 100.81 feet to the West Right-of-Way line of Highway 40; thence North 37°59'19" West 785.75 feet along said Right-of-Way to the present City boundary of Heber City as evidenced by the Hult Annexation;

Thence North 37°59'19" West 1398.62 feet along said Hult Annexation to the present City boundary of Heber City as evidenced by the Clyde-Bethers Annexation;

Thence along said Clyde-Bethers annexation the following three (3) courses: (1) North 51°59'06" East 99.97 feet; (2) thence North 0°14'22" East 196.60 feet; (3) thence South 89°57'52" East 674.23 feet along a fence line to the present Heber City boundary as evidenced by the Boldav Annexation;

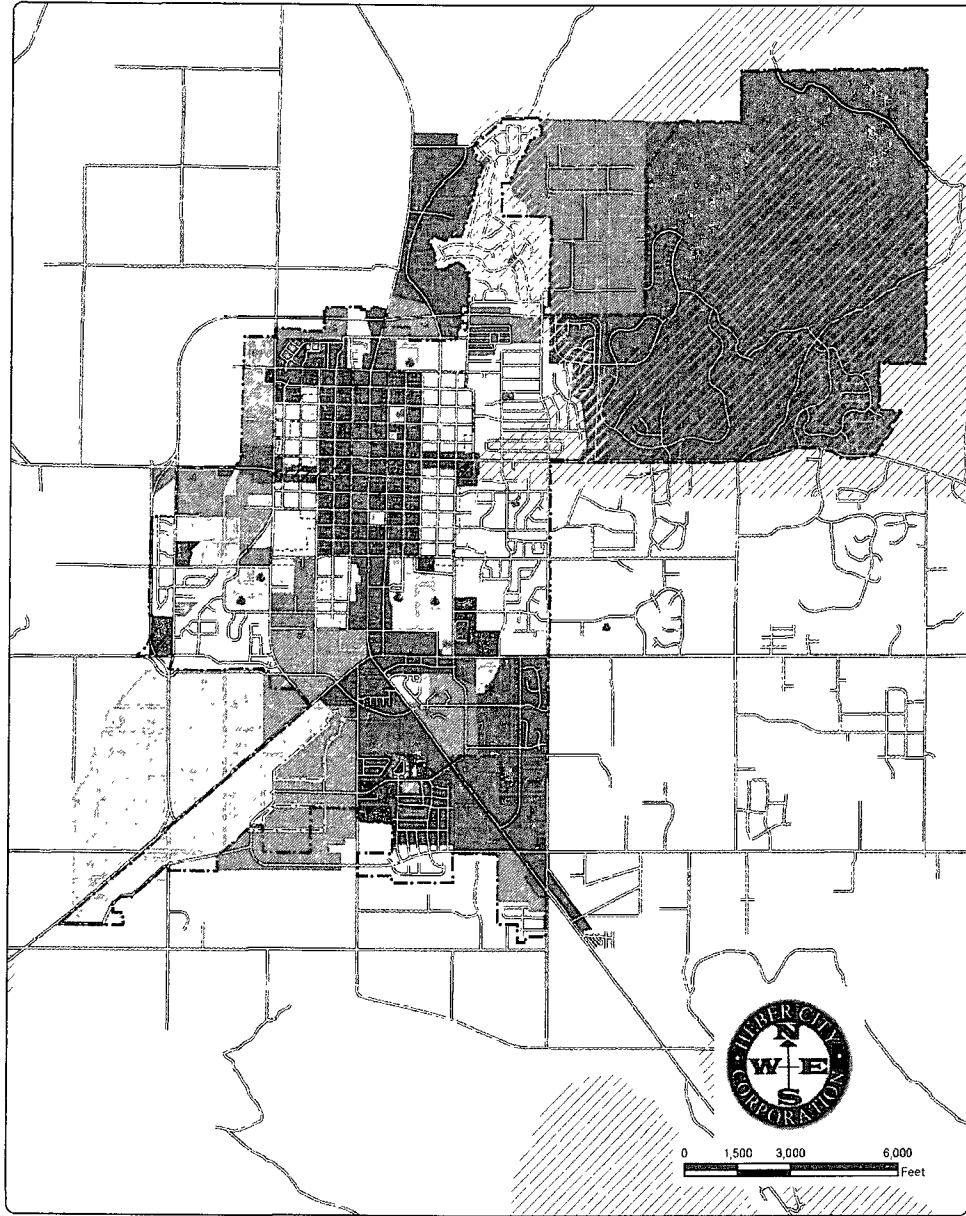
Thence along said Boldav Annexation the following seven (7) courses: (1) thence South 84°13'15" East 20.67 feet along a fence line; (2) thence South 88°30'41" East 147.10 feet along a fence line; (3) thence North 89°40'38" East 358.40 feet along a fence line; (4) thence North 89°08'17" East 142.26 feet along a fence line; (5) thence South 0°3'21" East 720.60 feet along a fence line; (6) thence North 89°50'44" East 1283.58 feet along a fence line to a fence corner at the apparent Westerly Right-of-Way of Mill Road; (7) thence North 89°50'44" East 86.79 feet to the point of beginning.

Contains 56.930 Acres or 2,479,890 square feet, more or less.

## **EXHIBIT C: PROPERTY SERIAL NUMBERS**

OWC-1622-0-008-045  
OWC-1619-0-008-045  
OWC-1620-0-008-045  
OWC-1630-0-008-045  
OWC-1628-0-008-045  
OWC-1629-2-008-045  
OWC-1629-1-008-045  
OWC-1629-4-008-045

# **EXHIBIT D: GENERAL PLAN LAND USE MAP**



Heber City, Utah  
June 16, 2015

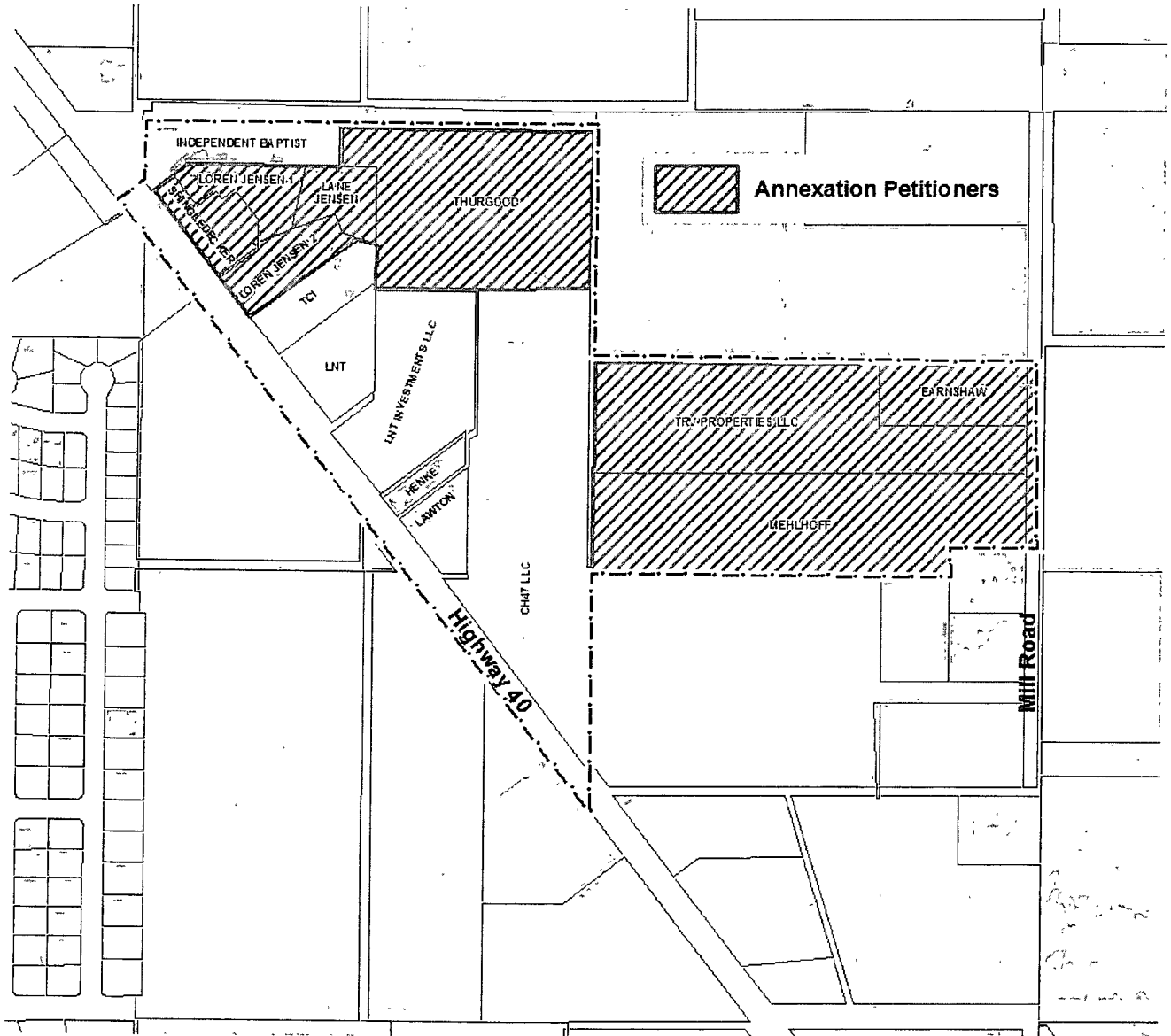
Attest: Heber City Recorder

Current Boundary	Research and Technology
Infill Overlay District	Institutional
RC Residential Commercial Overlay Zone	Mixed Use
Drinking Water Source Protection	Highway Commercial
Hillside Protection Area	Downtown Commercial
Sexually Oriented Business District	High Density Residential
Civic	Moderate Density Residential
Park/Future Park	Low Density Residential
School	Residential Agriculture
Industrial	RA-5 Residential Agriculture
Economic Development	Planned Community
Manufacturing & Business Pk	Open Space

# General Plan Land Use Map



# EXHIBIT E: STRAWBERRY ANNEXATION PROPERTIES



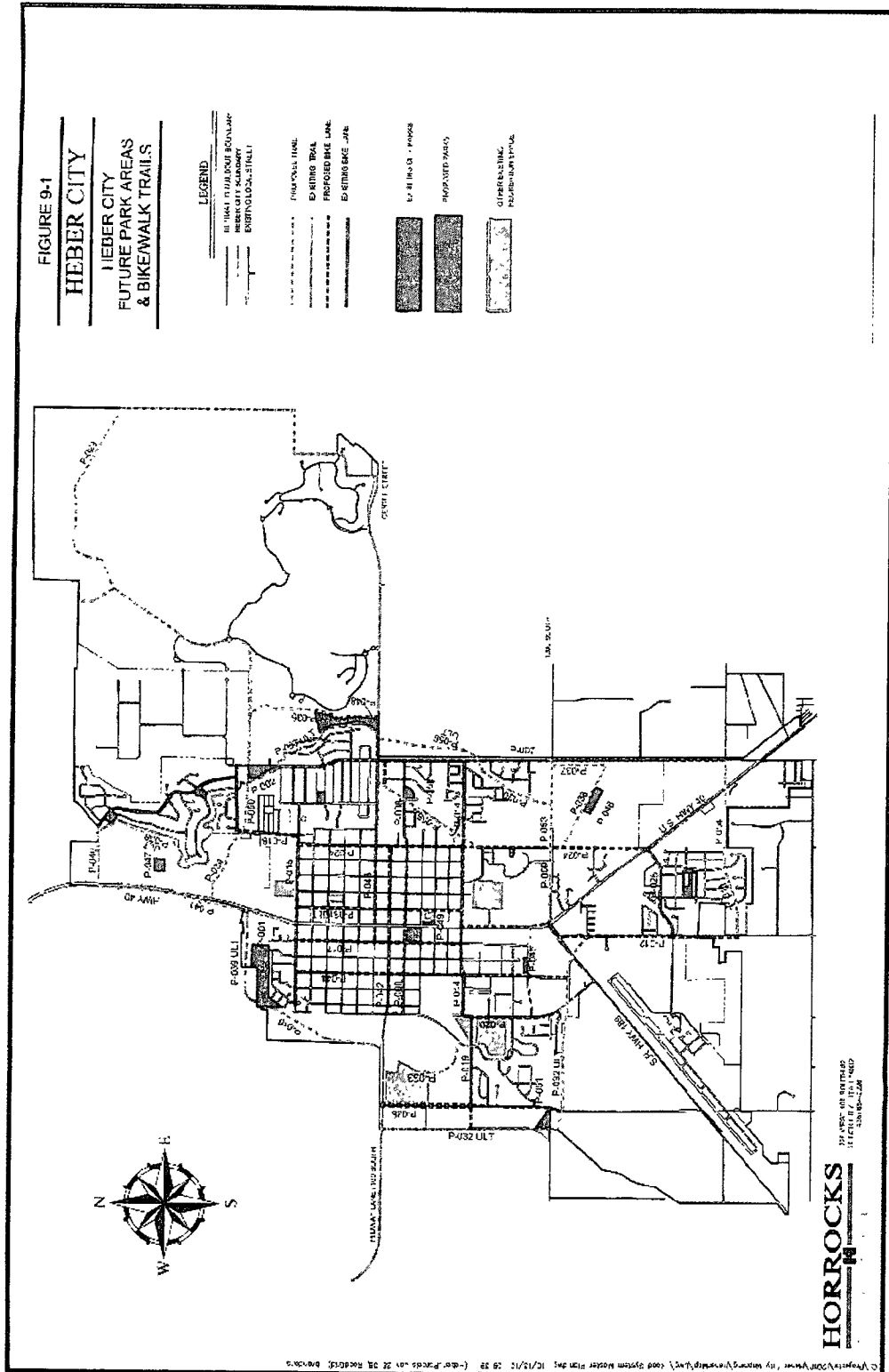
## **EXHIBIT F: CULINARY WATER**







# EXHIBIT I: PARKS AND TRAILS



# EXHIBIT J: SENDING ZONE

