

Ent 238605 Bk 0528 Pg 0523-0531  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2001 NOV 6 10:53am Fee No Fee MWC  
FOR HEBER CITY

ANNEXATION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
(SLI Annexation)

THIS AGREEMENT entered into this 20 day of September, 2001, by and between Heber City and the undersigned City Management LLC, HK Properties, LLC, Kent D. Shelton as "Owners" and Robert L. Harrington and Howard Kent individually as "Sureties."

WHEREAS, the Owners desire City services and desire annexation of the hereinafter described property into the City under its RA-2 Zoning; and

WHEREAS, the City is willing to so annex and provide City services at City rates upon certain conditions and subject to certain covenants;

NOW, THEREFORE, the parties hereby agree and represent as follows:

1. Heber City

(a) agrees to annex into the City under its RA-2 Zone the property described in the attached Exhibit A, and

(b) acknowledges that Owners, under the City's existing 10 year reimbursement policy, would be entitled to off-site reimbursement fees if Owners installed utilities that benefitted other properties.

2. "Owners"

(a) represent that they own (a) at least one-third the value and (b) a majority of the private land area of the Exhibit A property and that there are no liens against their respective parcels in excess of 60% of the parcel's assessed value;

(b) agree, with respect to the Exhibit A property, to transfer to the City sufficient water rights (a) to meet the needs of existing improvements that hereinafter connect to the City culinary system and (b) to meet the need of each development thereon, or any expansion of any existing improvements. The transfers to be made prior to any such development or expansion;

(c) agree to amend the plat so as to include all of 1200 East that abuts the annexed area;

(d) as to the abutting owners to the proposed 2400

South, agree to dedicate a sufficient strip of land along the proposed extension of 2400 South to provide for a 72 foot right-of-way along the section line; this might require the strip to be entirely along the north side of the section line;

- (e) agree to use reasonable efforts to obtain from the United States of America, Bureau of Reclamation, a sufficient strip of land for roadway purposes for the extension of 2400 South;
- (f) as to the abutting property owners to the proposed 2400 South, agree to improve the same to the center thereof to City standards at the time of the development of, or the expansion of the existing use of their property or any portion thereof that abuts 2400 South;
- (g) with respect to City services, agree at Owners' expense, to go to an adequate existing source with such line size as reasonably designated by the city as adequate to serve the projected development of the Exhibit A property, with the city having the option of electing to upsize the line by paying the increased cost. More specifically, at such time as development occurs on the property, the owners shall extend the 16" diameter water line located toward the northerly end of 1200 East (Mill Road) to the intersection of 1200 East and Highway 40, and from that intersection to their respective properties, as well as looping and connecting said line to the water line in East Airport Road, all in a course and manner acceptable to the city. With the installation of said water lines, the city agrees to fund the cost of materials and installation for any upsize of the pipe above 10" diameter; and
- (h) agree to pay any applicable off-site reimbursement fees wherein some third party developer has at his or its expense provided a service source that inures to the benefit of the Owners; (such City off-site reimbursement policy may also work to the benefit of Owners at some future date, see subparagraphs 1(b) and 2(g)).


3. This agreement shall be a covenant running with the land and ownership interests of the undersigned, and shall be binding upon the "Owners" and their assigns and successors in interest, with their interest in the above-described and Exhibit A parcels being pledged as security to secure performance of the agreements, terms and conditions herein stated. The division or subdivision of any existing parcel shall not relieve the entire

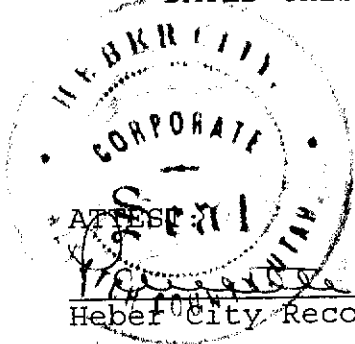
parcel or any portion thereof from the obligations set forth in this agreement.

4. Sureties Robert L. Harrington and Howard Kent individually agree that they are jointly and severally financially obligated to assure full compliance of the "Owners" obligations outlined in paragraph 2(g). Said sureties shall be released from their respective obligations as sureties if and once they (a) obtain the signatures of the underlying lien holders, such as the beneficiaries under a trust deed, have made their interests in the property subject to the terms and conditions of this annexation agreement or (b) the underlying lien holders are paid in full with their existing or future property interests in the property being made subject to the terms of this annexation agreement. Upon the occurrence of either of these events, Harrington and Kent shall no longer be personally obligated under the terms of this agreement.

DATED this 19 day of October, 2001.

HEBER CITY:

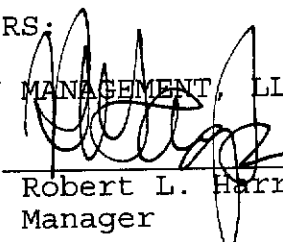
By:   
Lynn L. Adams, Mayor

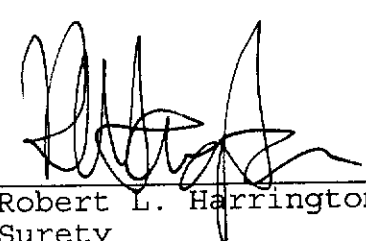


  
Heber City Recorder

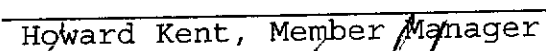
OWNERS:

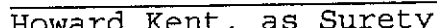
CITY MANAGEMENT, LLC

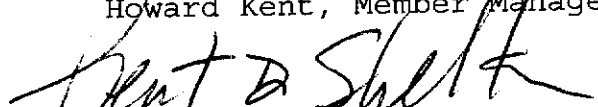
By:   
Robert L. Harrington, Member Manager

  
Robert L. Harrington, as Surety

HK PROPERTIES, LLC

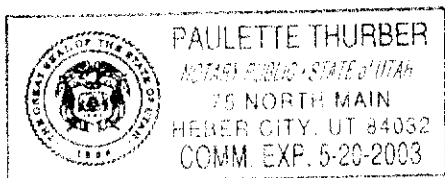
By:   
Howard Kent, Member Manager

  
Howard Kent, as Surety

  
Kent D. Shelton

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

On this 19 day of October, 2001,  
personally appeared before me Robert L. Harrington, who by me  
duly sworn, did say that he is the Member and Manager of City  
Management, LLC and that said document was signed by him in  
behalf of said City Management, LLC.



Paulette Thurber  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
personally appeared before me Howard Kent, who by me duly sworn,  
did say that he is the Member and Manager of HK Properties, LLC  
and that said document was signed by him in behalf of said HK  
Properties, LLC.

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

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

On this 19 day of October, 2001,  
personally appeared before me Kent D. Shelton, who acknowledged  
~~to me that he executed the foregoing.~~

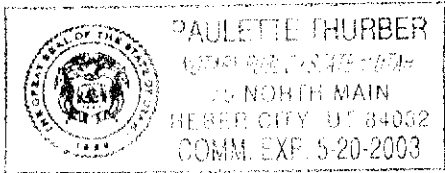


Paulette Thurber  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

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who acknowledged to me that he executed the same.



Paulette Thurber  
NOTARY PUBLIC

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WASATCH         )

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acknowledged to me that he executed the foregoing.

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

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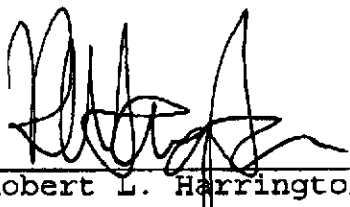
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

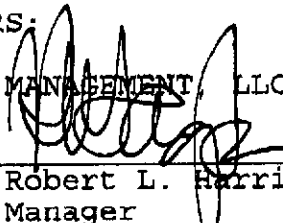
HEBER CITY:


By: \_\_\_\_\_  
Lynn L. Adams, Mayor

ATTEST:

\_\_\_\_\_  
Heber City Recorder

  
\_\_\_\_\_  
Robert L. Harrington, as Surety

OWNERS:  
CITY MANAGEMENT, LLC  
By:   
\_\_\_\_\_  
Robert L. Harrington, Member Manager

  
\_\_\_\_\_  
Howard Kent, as Surety

HK PROPERTIES, LLC  
By:   
\_\_\_\_\_  
Howard Kent, Member Manager

\_\_\_\_\_  
Kent D. Shelton

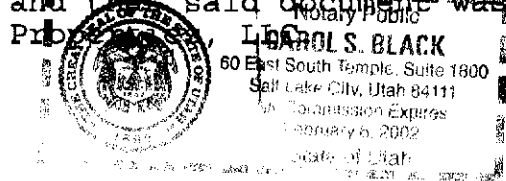
STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

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duly sworn, did say that he is the Member and Manager of City  
Management, LLC and that said document was signed by him in  
behalf of said City Management, LLC.

NOTARY PUBLIC

STATE OF UTAH )  
Salt Lake : ss.  
COUNTY OF WASATCH )

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personally appeared before me Howard Kent, who by me duly sworn,  
did say that he is the Member and Manager of HK Properties, LLC  
and that said document was signed by him in behalf of said HK  
Properties, LLC



Carol S. Black  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
personally appeared before me Kent D. Shelton, who acknowledged  
to me that he executed the foregoing.

NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
COUNTY OF WASATCH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
personally appeared before me Robert L. Harrington, as Surety,

who acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF UTAH )  
*Howard Kent* : ss.  
COUNTY OF WASATCH )

On this 19 day of Oct, 2001,  
personally appeared before me Howard Kent, as Surety, who  
acknowledged to me that he executed the foregoing.

*Carol S. Black*  
NOTARY PUBLIC

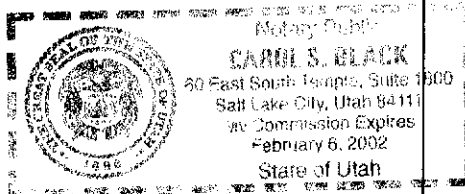




Exhibit A

Beginning at a point on the southwesterly line of U.S. Highway 40, South 89°52' West 875.75 feet along the section line from the Northeast corner of Section 17, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running:  
thence South 38°03'21" East 681.12 feet along said southwesterly line of U.S. Highway 40; thence South 37°52'23" East 775.14 feet along said southwesterly line of U.S. Highway 40 to the east right-of-way line of 1200 East Street (a 66 foot right-of-way);  
thence along the east right-of-way line South 0°50'45" East 1154.89 feet;  
thence North 89°22'13" West 621.29 feet;  
thence South 0°14'47" East 127.31 feet;  
thence South 89°53'02" West 241.46 feet to the east line of Giles Subdivision;  
thence the following six (6) courses along the boundary of said Giles Subdivision;  
thence North 0°28'05" West 495.41 feet, South 89°47'21" West 245.07 feet;  
thence northerly 15.49 feet along the arc of a 20 foot radius curve to the right (chord bears North 21°54'51" East 15.11 feet),  
thence 217.89 feet along the arc of a 50 foot radius curve to the left (center bears North 54°57'56" West), radius points are not tangent,  
thence southerly 15.45 feet along the arc of a 20 foot radius curve to the right (chord bears South 21°45'44" East 15.17 feet),  
thence South 89°47'21" West 262.35 feet to the east line of Daniels Estates Subdivision;  
thence North 0°12'55" East 1928.89 feet along said east line of Daniels Estates Subdivision to the North line of said Section 17;  
thence South 89°52' West 1270.07 feet along said north line of Section 17 to the east boundary of the Ray Hult Annexation Survey recorded as Entry Number 194157 in Book 347, Pages 764-723;  
thence North 0°04'27" East 1310.38 feet along said boundary of the Ray Hult Annexation Survey;  
thence North 89°43'20" East 767.31 feet along said boundary of the Ray Hult Annexation Survey to the said southwesterly line of U.S. Highway 40;  
thence South 38°03'21" East 1663.59 feet along said southwesterly line of U.S. Highway 40 to the point of beginning.  
Contains 97.78 acres.

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