

mail to
Santaquin City

ENT 97996:2000 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 11 3:12 pm FEE 0.00 BY SB
RECORDED FOR SANTAQUIN CITY

ANNEXATION AND DEVELOPMENT AGREEMENT

This Agreement is made and entered into this 18th day of October, 2000, by and between Santaquin City, a municipality and political subdivision of the State of Utah, (hereinafter "the City" and Warren L. Ahlin and Thelma Ahlin, as Managers of Ahlin A Bar Ranch, L.C., a Utah Limited Liability Company, Edwin T. Ahlin and Colleen S. Ahlin, as Managers of Ahlin Farms, L.C., a Utah Limited Liability Company, Warren L. Ahlin, individually, Edwin T. Ahlin, individually, Colleen S. Ahlin, individually, Thelma Ahlin, individually, Warren L. Ahlin, as Trustee of the Warren L. Ahlin Family Trust, Thelma Ahlin, as Trustee of the Thelma Ahlin Family Trust, Edwin T. Ahlin, as Trustee of the Edwin T. Ahlin Family Trust, Colleen S. Ahlin, as Trustee of the Colleen S. Ahlin Family Trust, Ted S. Ahlin, individually, Mark E. Ahlin, individually, and Warren L. Ahlin and Edwin T. Ahlin as Managers of Ahlin Real Estate, L.C., a Utah Limited Liability Company, and their successors and assigns, (hereinafter the "Applicant").

WHEREAS, the State of Utah has enacted legislation which requires municipalities to adopt an annexation policy declaration as a condition precedent to annexing unincorporated territory having more than five acres; and,

WHEREAS, the City desires to annex territory on its boundaries; and,

WHEREAS, urban development should occur within cities and the City desires to encourage urban development within its boundaries rather than allowing urban development on the City's periphery; and,

WHEREAS, the City is authorized to inter annexation and development agreements in appropriate circumstances in order to promote orderly development of property within its boundaries and to provide other benefits in connection with such developments; and,

WHEREAS, it is further understood and agreed that the performance of the obligations set forth herein are independent of and in addition to compliance by the Applicant with all applicable laws, ordinances, requirements and regulations of the City.

NOW THEREFORE, in consideration of the foregoing goals and objectives and the covenants and promises set forth below, the parties agree as follows:

1. **PURPOSE OF THIS AGREEMENT** The purpose of this agreement is to provide for the annexation of certain real property into the City, to designate the zoning that will attach to the property upon its annexation, and to provide for the development of the Annexation within the boundaries of the City in accordance with the development plan approved by the City Planning Commission and the City Council.

2. **ANNEXATION** The City, pursuant to a petition filed by a majority of the

land owners within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt a resolution/ordinance of annexation and thereby to annex the area described on the annexation plat which is attached hereto and incorporated herein by this reference into Santaquin City. The area to be annexed is part of the unincorporated area of Utah County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State Law.

3. **DESCRIPTION OF LAND** The property to be annexed is located in Utah County, State of Utah and is described in Exhibit "A" attached hereto.

4. **ZONING AND DENSITY CLASSIFICATION** The City hereby agrees that this property shall be zoned R-15 and may be included in the Planned Unit Development Ordinance and may have a density of 3.56, or less, as per those respective ordinances. The concept is that the Applicant shall have a mixed use of single family, town homes and other uses consistent with the submitted concept plan and within the approved density shall be allowed as may be approved by the City. There is approximately 37 acres of commercial property that shall be zoned C-1. (All uses that are customarily accessory and incidental to both zoning designations shall apply and both zoning designations will be subject to the requirements as prescribed in that section of the Zoning Ordinance of Santaquin City.) Upon annexation the Property will become subject to all ordinances, regulations, mater plans, subdivision regulations and land use regulations of the City. The density and master plan will be determined in light of the master plan, open space and entry corridor policies of the City. The Applicant shall record prior to the sale of any lots, any necessary deed, covenants, conditions and restrictions that will preclude the re-subdivision and further density development of this property. In addition, the Applicant, will use its best efforts to grant to the City a scenic easement in the open space property which encumbrance will exist in perpetuity and preclude the further development of this land.

5. **DEVELOPMENT TO CONFORM TO APPROVED PLAN** All development shall be subject to and in accordance with the approved plans to be submitted to the Council. The development shall comply with all applicable building, subdivision, sewer, water and other ordinances as may be established from time to time by the City. All required bonds shall be in place in the approved amounts prior to the commencement of any development work on the property.

6. **ROADS** All roads shall be designed to the City's standards and in accordance with the applicable zoning designation, including adequate provision for ingress and egress and construction traffic as determined by the City. All roads shall be approved by the City Engineer. The Applicant shall provide collector roads in conformity with the Master Plan and shall provide a frontage corridor, including all right-of-way, along the east side of I-15 to the Santaquin South exit of I-15. The Applicant shall also be responsible to comply with requirements imposed by UDOT and to obtain any necessary right-of ways and permits required by UDOT or Santaquin City.

7. **SURFACE WATER RUN-OFF CONTROL** The Applicant shall detain all surface water run-off on site. At such time as the Master Plan for Surface Water Run-Off is approved by the City, the applicant shall be required to comply with the requirements and standards set forth in the Master Plan. Applicant understands that it may be required to install dry pipe to comply with said Master Plan. All storm drainage will be handled through detention and infiltration. The Applicant shall perform percolation tests for each proposed detention area to ensure that drainage meets the City Engineers approval. The spring flood run-off, coming from the Basin at the mouth of Santaquin Canyon, which crossed this property must also be discussed and plans made to provide for the protection of the future property owners in this development. (This plan should include all parties to the original agreement to establish the flood control basin. Clyde Naylor, Utah County Engineer, should be contacted regarding the plan.) Prior to the sale of any commercial lot and prior to the issuance of a building permit for a commercial lot, the developer shall obtain the City Engineer's approval for said lot to ensure that the storm drainage will be contained and infiltrated.

8. **SEWER** The Applicant will be required to connect into the City Sewer System and to install the necessary sewer line at the Applicant's sole expense. The size of the sewer line shall be sufficient to carry the flow from the property to the sewer lagoons as determined by the City Engineer. The City Engineer and the Applicant shall also decide on the placement of the sewer line previous to its installation. Should the Applicant be required to oversize the sewer line such that it provides more flow and capacity for the City than that actually used by the property, (i.e if the infrastructure and facilities installed by Applicant are able to service other properties than that of the Applicant), Applicant shall be entitled to reimbursement as provided in Santaquin City Subdivision Ordinance; or as may be agreed upon by the City and Applicant through a credit or reimbursement of impact fees collected by the City. The Applicant may work in concert with the Summit Ridge Development Group and install a joint sewer system. The Applicant shall obtain the necessary permits from all applicable authorities for the boring and placement of the sewer pipe under roads, free-ways, ditches or other obstructions for installation of a trunk line to an existing facility or to new facilities which go all the way to the sewer lagoons.

9. **WATER SYSTEM IMPROVEMENTS AND EXTENSIONS** The Applicant shall install all culinary water system improvements and on-site improvements as may be necessary to provide adequate pressure and flow as determined by the City Engineer. In order to provide adequate pressure and flow it may be necessary for Applicant to make improvements to the existing system, including, a water tank, spring development, drill a well or major distribution lines and pump stations. Applicant shall be entitled to reimbursement as provided in Santaquin City Subdivision Ordinance; or as may be agreed upon by the City and Applicant through a credit or reimbursement of impact fees collected by the City. The reimbursement shall be determined by the City Engineer and the Applicant based upon an analysis by the City Engineer as to the impact of the above stated infrastructure on the Santaquin City water system as a whole. (i.e if the

infrastructure and facilities installed by Applicant are able to service other property beside that of the Applicant.)

10. WATER EXACTION FEE The Applicant shall provide the required water shares and or make payment in lieu of said water shares to Santaquin City. The water share exaction or payment in lieu of shall be computed as set forth in Exhibit "B" attached hereto. Santaquin City Water Ordinances. The total water shares for the annexed property shall be jointly held in escrow jointly owned by Applicant and Santaquin City. Applicant may continue to use the water for its intended purpose. Prior to the recording of each plat within the annexed property, the Applicant shall convey that portion of the water to the total acreage of the recorded plat to the City. In the event that the Applicant fails to develop the property as set forth in this Agreement and by reason of any substantial breach of this Agreement, the Applicant shall convey the remaining water rights held in escrow to the City. In the event that it is necessary for the Applicant to transfer water rights, the Applicant shall provide along with the conveyance of water an engineers permanent change application. In the event that the Applicant, or any agents or assignees of the Applicant apply for any additional acreage to be annexed, the water right or equivalent will be transferred to the City. It is also agreed that all such water rights conveyed to the City shall be used for the water exaction for that annexation. This paragraph shall not limit the City to require additional water rights as defined in the water ordinances for any future annexation. The parties agree and understand that the amount of water conveyed to Santaquin City shall be considered as of the point of delivery to Santaquin City's existing system.

11. UTILITY & GAS LINES The Applicant agrees to install natural gas, electrical lines, cable television, telephone lines for development of the property.

12. CITY FEES Upon annexation, the Property is for all purposes part of the City, and is fully subject to all of its policies, ordinances, regulations, and tax levies, including levies for previously issued bonds. Except as set forth in this Agreement, all subdivisions and building fees, building permits, engineering inspection and general impact fees will be imposed on the annexed property in the same manner that they are applied elsewhere in the City.

13. FULL DEVELOPMENT The Applicant shall use due diligence to develop the property upon the execution of this agreement and shall immediately commence the engineering and layout of the property so that the first phase can be approved within one year from the date of this Agreement. Failure on the part of the Applicant to meet the schedule set out above will cause the annexation to become null and void.

14. INTEGRATION The foregoing constitutes the full and complete agreement by and between these parties and shall supersede all prior oral or written agreements, representations or discussions. This agreement shall be binding on the successors and assigns of the parties hereto.

15. **AMENDMENT OF AGREEMENT** This agreement may be amended only in writing and signed by the parties hereto or their successors and assigns.

16. **ASSIGNMENT** This agreement may not be assigned by the Applicant without the express written approval of the City. The City shall require the assigned to be able to demonstrate financial ability to complete the development.

17. **SEVERABILITY** If any portion, part or paragraph of this agreement shall be held or deemed to be illegal, unconstitutional, inoperative or otherwise unenforceable, the same shall not affect any other section, paragraph, provision or provisions contained herein, nor shall it render the same invalid, inoperative or unenforceable to any extent whatsoever.

18. **AGREEMENT TO RUN WITH THE LAND** This agreement shall be recorded against the Property and shall be deemed to run with the Property. This Agreement shall be binding upon and inure to the benefit of all successors in interest to the Property.

19. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

This Annexation and Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

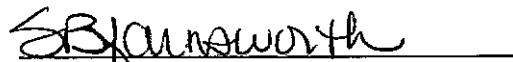
20. **ATTORNEY FEES AND COSTS** In the event of a breach of this Agreement, the breaching party shall pay to the enforcing party all reasonable costs of enforcement, with or without suit, including a reasonable attorney's fee, together with such other legal cost as may be authorized by law.

This annexation agreement has been authorized by a resolution, duly adopted by the Mayor and City Council of Santaquin, Utah at a regularly scheduled meeting of that body, pursuant to public notice thereof, held on the 18 day of October, 2000. A true and correct copy of the resolution is attached hereto and incorporated herein by this reference.

CITY OF SANTAQUIN

ATTESTED BY


MAYOR


CITY RECORDER

Warren L Ahlin
WARREN L. AHLIN, AS MANAGER OF
AHLIN A BAR RANCH, L.C., A UTAH
LIMITED LIABILITY COMPANY

Thelma Ahlin
THELMA AHLIN, AS MANAGER OF
AHLIN A BAR RANCH, L.C., A UTAH
LIMITED LIABILITY COMPANY

Edwin T Ahlin
EDWIN T. AHLIN, AS MANAGER OF
AHLIN FARMS, L.C., A UTAH
LIMITED LIABILITY COMPANY

Colleen S Ahlin
COLLEEN S. AHLIN, AS MANAGER OF
AHLIN FARMS, L.C., A UTAH
LIMITED LIABILITY COMPANY

Warren L Ahlin
WARREN L. AHLIN, INDIVIDUALLY

Edwin T Ahlin
EDWIN T. AHLIN, INDIVIDUALLY

Colleen S Ahlin
COLLEEN S. AHLIN, INDIVIDUALLY

Thelma Ahlin
THELMA AHLIN, INDIVIDUALLY

Warren L Ahlin
WARREN L. AHLIN, AS TRUSTEE OF
THE WARREN AHLIN FAMILY TRUST

Thelma Ahlin
THELMA AHLIN, AS TRUSTEE OF
THELMA AHLIN FAMILY TRUST

Edwin T Ahlin
EDWIN T. AHLIN, AS TRUSTEE OF
THE EDWIN T. AHLIN FAMILY TRUST

Colleen S Ahlin
COLLEEN S. AHLIN, AS TRUSTEE OF
COLLEEN S. AHLIN FAMILY TRUST

Ted S Ahlin
TED S. AHLIN, INDIVIDUALLY

Mark E Ahlin
MARK E. AHLIN, INDIVIDUALLY

Warren L Ahlin
WARREN L. AHLIN, AS MANAGER OF
AHLIN REAL ESTATE, L.C., A UTAH
LIMITED LIABILITY COMPANY

Edwin T Ahlin
EDWIN T. AHLIN, AS MANAGER OF
AHLIN REAL ESTATE, L.C., A UTAH
LIMITED LIABILITY COMPANY

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

ENT 97996:2000 PG 7 of 9

On the 19 day of October, 2000 personally appeared before me Warren L. Ahlin and Thelma Ahlin, as Managers of Ahlin A Bar Ranch, L.C., a Utah Limited Liability Company, Edwin T. Ahlin and Colleen S. Ahlin, as Managers of Ahlin Farms, L.C., a Utah Limited Liability Company, Warren L. Ahlin, individually, Edwin T. Ahlin, individually, Colleen S. Ahlin, individually, Thelma Ahlin, individually, Warren L. Ahlin, as Trustee of the Warren L. Ahlin Family Trust, Thelma Ahlin, as Trustee of the Thelma Ahlin Family Trust, Edwin T. Ahlin, as Trustee of the Edwin T. Ahlin Family Trust, Colleen S. Ahlin, as Trustee of the Colleen S. Ahlin Family Trust, Ted S. Ahlin, individually, Mark E. Ahlin, individually, and Warren L. Ahlin and Edwin T. Ahlin as Managers of Ahlin Real Estate, L.C., a Utah Limited Liability Company, who being duly sworn did sign and execute the same.

Susan B. Farnsworth
NOTARY PUBLIC

Residing at: *Santaquin*
My commission expires *11-29-01*

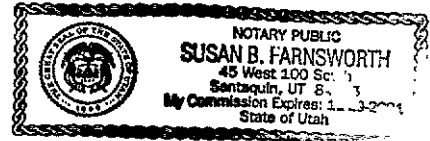


TABLE 2
SANTAQUIN CITY
WATER REQUIRED FOR ANNEXATION
AND USERS OUTSIDE OF THE CITY

1 ACRE REQUIREMENT

According to the study:

1. The City will require 3 acre feet of water for every acre that can be developed within the annexation (this computation excludes the streets.)
2. The City is basing the cost analysis on the current value of Summit Creek Irrigation Company water shares, and the relationship of Summit Creek Water to the requirement above.
3. Each share of Summit Creek Water is equivalent to 1.8 Acre Feet.
4. Each acre of land that can be developed would require 1.67 shares of Summit Creek Water.
5. If the land to be annexed meets the criteria stated in the ordinance of the requirements for "unwatered" land, then an assessment of \$1650. per acre foot will be levied. This computes to \$4950.00 per acre of land that can be developed in lieu of water (this computation will exclude the streets.)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO SANTAQUIN CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING SANTAQUIN CITY BOUNDARY LINE, SAID POINT BEING LOCATED N00°05'18"W ALONG THE SECTION LINE 687.54 FEET AND EAST 1354.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, S.L.B.&M.; THENCE ALONG THE FOLLOWING COURSES & DISTANCES:

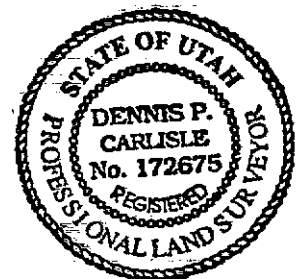
COURSE	DISTANCE	REMARKS
EAST	176.15	
ALONG AN ARC	L= 2448.06	R=11.579.03 $\Delta=12^{\circ}06'49''$ CH: N41°06'08"E 2,443.50
N47°09'30"E	232.62	
S89°19'56"W	685.13	
N00°39'00"W	136.04	
S64°22'49"E	144.63	
S89°32'00"E	200.00	
N25°23'00"E	180.00	
N89°32'00"W	201.34	
N25°37'11"E	1842.86	
N88°43'53"E	622.76	
N00°22'17"E	85.20	
N00°22'21"E	181.30	
N88°21'11"E	612.79	
S02°53'49"E	11.54	
N88°57'52"E	61.05	
S02°07'34"E	57.62	
S88°59'58"W	65.05	
S02°28'43"E	653.65	
N46°59'53"E	507.42	
S00°04'32"E	1788.84	
S00°04'33"E	2624.08	
S88°48'41"W	2620.56	
S89°19'21"W	1869.47	
N61°03'41"E	202.73	
ALONG AN ARC	L= 363.54	R=1,223.24 $\Delta=17^{\circ}01'40''$ CH: N42°41'14"E 362.20
N36°23'31"E	262.97	
NORTH	102.31	
		CONTAINS: 286.44 ACRES
BASIS OF BEARING: ALONG THE SECTION LINE AS SHOWN HEREON		

Dennis P. Carlisle

PROFESSIONAL LAND SURVEYOR

Nov. 15, 2000

DATE



SURVEYOR'S SEAL