



**ANNEXATION AGREEMENT
FOR THE OBERG ANNEXATION**

ENT 108549:2022 PG 1 of 40
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Oct 10 2:34 pm FEE 0.00 BY JG
RECORDED FOR SPANISH FORK CITY CORPORATI

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into as of Sept. 7, 2022, by and between ACJ INVESTMENTS LLC, RDG LLC, AM SF 1 LLC, AM SF 2 LLC, AM SF 3 LLC, AM SF 4 LLC, M SF 1 LLC, M SF 2 LLC, M SF 3 LLC, M SF 4 LLC, M SF 5 LLC, M SF 6 LLC, M SF 7 LLC, M SF 8 LLC, M SF 9 LLC, M SF 10 LLC, M SF 11 LLC, M SF 12 LLC, HILDYARD SF LLC, SF 5 MILE LLC, SF HDEV LLC, SF HDEVLP LLC, SF HDEVEH LLC, SF HDEVNH LLC, SF DOT I LLC, SF DOT II LLC, LUSO SF I LLC, ACRE SPANISH FORKI LLC, TP 1 SF LLC, TP 2 SF LLC, TP 3 SF LLC, RB SF LLC, SFGEFT LLC, SF KBAUER LLC, MBH SF LLC, TD SF LLC, SF FTJ82 LLC, B7 FTJ DEV LLC, SB FTJ DEV LLC, FTJDEVLP LLC, FTJDEVEH LLC, FTJDEVNH LLC, LUSO SF II LLC, ACRE SPANISH FORK II LLC; ("Owners"), and Spanish Fork City ("City"), (individually a "Party" or collectively, the "Parties").

RECITALS

A. WHEREAS Owners have filed a Petition with City (the "Petition"), formally requesting the annexation of approximately 70.75 acres of property in the vicinity of 5550 South 650 West, Utah County (1000 North 900 West, Spanish Fork) (hereinafter collectively referred to as the "Annexed Area"), which Property is more particularly described in **Exhibit A**;

B. WHEREAS Daniel and Karrie Birchett, the owners of Parcel No. 24:048:0008 located at 5688 South 650 West ("Birchett Parcel"), have consented to be included in the Annexed Area and have requested the Rural Residential (R-R) zoning designation;

C. WHEREAS the Owners of the remaining parcels in the Annexed Area have requested the Light Industrial (I-1) zoning designation;

D. WHEREAS, the Parties intend to enter into this Agreement to allow Owners and City to agree on issues such as utilities, public infrastructure, and other development objectives prior to development of the Annexed Area. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost-effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Development Standards of City; and

E. WHEREAS, approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Owners expressly acknowledge that nothing in this agreement shall be deemed to relieve Owners from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15) in effect on the date a complete application is properly submitted. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition that provides the most restrictive development latitude shall prevail.

- 1.1 **Annexed Area** means approximately 70.75 acres being annexed into Spanish Fork City, known as the Oberg Annexation, defined in **Exhibit A**.
- 1.2 **Buildout** means the completion of all of the development of the land in the Project Area in accordance with this Agreement.
- 1.3 **City** means Spanish Fork City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.
- 1.4 **Construction Standards** means the standards set forth in Spanish Fork City Policy 4, as created by the Public Works Division of the Engineering Department.
- 1.5 **Development Standards** means those the Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code.
- 1.6 **Owners** means the Owners as that term is defined above, and incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.7 **Project Area** means the property within the Annexed Area owned or controlled by Owners, defined in **Exhibit A**.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Owners accept and agree to comply with the impact, connection, and building fees of the City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest or bring a judicial action seeking to avoid payment of such fees or to seek reimbursement outside of City's adopted reimbursement process.

2.1.2 **Subsequent Applications Under Future Development Code.** All development features shown on the preliminary plat are vested through final plat. Development Standards existing at the time of each final plat or site plan shall be followed for that plat. In the event an application or plat expires, the version of the Development Standards existing at the time of re-application shall apply.

2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards.** Owners expressly acknowledge

that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Project Area in effect at the time of development application, or re-application in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of City that are in place at the time of application.

2.3 **Recording.** City or Owners may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 **Municipal Utilities**

3.1.1 **Obligations of Owners.**

3.1.1.1 **Installation and Design Criteria.** The Annexed Area has inadequate access to the City's road network and inadequate utilities to serve any sort of development. Prior to development within the Annexed Area, certain road improvements and utility improvements will be required. The initial right-of-way (ROW) dedications and improvements, as well as the needed utility infrastructure shall be as determined by the City Engineer, in accordance with existing City ordinances and standards, at the time an application for development activity is submitted. The City provides the following utilities, which need to be brought to the Project by Owners, at no cost to City: Electric Power, Telecommunications, Culinary Water, Pressurized Irrigation Water, Sewer, and Storm Drain. City also provides fiber internet to properties that request it. Owners shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project Area. A map illustrating the Owners' obligation to install utilities is attached as **Exhibit B**. Included with the obligations outlined in Exhibit B is the following:

- 1900 North to the extent such dedication and connection is adjacent to the Property shall be developed as a standard 108-foot right-of-way
- 1150 West shall be developed as a standard 95-foot right-of-way
- 1600 North shall be developed to a minimum 77-foot right-of-way
- Prior to development, dedicate the necessary right-of-way and connect 900 West to 1900 North around the Annexed Area, to the extent that those dedication and connections are adjacent to the Property. The initial right-of-way width is negotiable, but a ribbon road is the minimum. The minimum right-of-way width at buildout shall be 95 feet.
- Drinking water, pressurized irrigation, power and sewer shall be sized to accommodate the current projected growth in the Annexed Area.

Improvements shall be upsized at the direction of the City Engineer, in accordance with existing City ordinances and standards, to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to

provide adequate utility services installed by Owners within the Project Area, upon acceptance by the City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Development Standards shall be the responsibility of Owners. Owners or their successors or assigns shall be responsible for such infrastructure until such time as City accepts the improvements.

3.1.1.2. **Utility Capacities.** Owners acknowledge and understand that City does not reserve utility or other infrastructure (such as streets) capacity until a final plat is submitted and a performance guarantee is provided. Owners agree that they are not vested with utility or infrastructure capacity until a final plat is submitted and a performance guarantee is provided and that City may decline to approve any plat submitted if it determines that capacities do not exist. Owners acknowledge and understand that utility and infrastructure capacity is determined on a first-come-first-served basis, based upon the submission of a final plat.

3.1.1.3 **Easements.** Owners shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Project Area as City determines to be necessary to adequately and properly serve the Project Area. Owners may request the City to consider condemnation of easements which they cannot obtain. City retains its discretion to proceed with condemnation or not.

3.1.1.4 **Master Plan Utility Infrastructure Sizing.** Owners shall design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction Standards. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer, in accordance with existing City ordinances and standards.

3.1.1.5 **Satisfaction of Water Rights Requirement.** Owners hereby assert that they have read and are familiar with Spanish Fork Municipal Code §15.4.16.080 and hereby agree that prior to either recording of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project Area, the owner of the subject parcel shall dedicate water rights to City in sufficient amounts to serve the water needs of that final plat, or otherwise comply with the provisions of the City Code. City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.1.1.6 **Irrigation Companies.** Owners shall coordinate with any irrigation companies delivering water to or through the Annexed Area, to assure the delivery of irrigation water to agricultural users is not disrupted during construction or development of the Project Area. Owners shall meet irrigation company standards (so long as they are legally permissible) for the relocation, lining, fencing, or piping of any ditch within the Project Area, or which is impacted by development within the Project Area.

3.1.1.7 **SESD.** As a condition of approving the annexation, Owners shall be obligated to pay the cost of inventory and facility transfer of South Utah Valley Electric Service District

(“SESD”) facilities located within the Annexed Area, as such inventory and facilities are described in an agreement between SESD and the City. If the agreement expires before inventory and transfer of SESD facilities is complete, Owners shall be obligated to pay the cost for the inventory and facility transfer pursuant to Utah Code Ann. § 10-2-421 or applicable judicial decree. Owners shall also pay the reimbursement amount of the SESD electrical facilities which may exist in the Annexed Area that are transferred to the City. Alternatively, Owners may pay the adopted rate per SESD customer within the annexation area and new development shall pay the connection fees as adopted at the time of payment.

3.1.1.8 Local Stub Roads. Owners shall design, build, and dedicate to City local roads and stub them to adjacent properties. Utilities shall be located within the local road right-of-way in accordance with existing City ordinances and standards. Specifically, Owners shall stub a road eastward from 650 West and another southward from 1600 North to the boundary line of property owned by Lynn & Millie Abplanalp, Utah County Parcel Nos. 24:048:0049 and 24:048:0050 (“Abplanalp Property”). The timing of construction of these stub roads shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer, in accordance with existing City ordinances and standards.

3.1.2 Obligations of City.

3.1.2.1 City Service Obligations. Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of impact fees, connection fees, and any other applicable fees by Owners, City shall provide all of the Project Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

3.1.2.2 Reimbursement.

A. The cost of the culinary water, pressurized irrigation water, electric power, telecommunications, storm drain, sewer, or streets infrastructure, except as set forth hereafter, shall be borne by Owners without reimbursement. Reimbursement for the costs incurred, above the minimum sizes required by the City Engineer, in accordance with existing City ordinances and standards, to service the Project Area, for the culinary water lines, pressurized irrigation water lines, storm drain lines and basins, sewer lines, electrical lines and related equipment, and streets shall be made to Owners. The minimum sizes required to service the Project Area will be determined by the City Engineer at the time of final plat approval, when all grades and other factors which affect size are fully known. These reimbursements shall come from impact fees. A separate agreement shall be entered when the actual cost of those improvements is known. The method and timing of reimbursement from impact fee accounts will take place as set forth in City ordinances. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer in accordance with existing Utah state law, City ordinances and standards.

B. In addition to the reimbursements to be made by reimbursement agreement, as set forth in paragraph A, Owners shall be entitled to pioneering agreements consistent with City's ordinances and policies concerning pioneering agreements.

3.2 **Transportation and Pedestrian Improvements**

3.2.1 **Owners' Obligations.** Owners agree to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by the Project.

3.2.1.1 **Street Dedication and Improvements.** Owners agree to provide dedicated public right-of-way and to improve public streets to serve the Project Area, according to **Exhibit B**. The exact location shall be designated by the City Engineer, but otherwise substantially in accordance with Exhibit B. Public streets shall be constructed to and through the parcel being developed, including the required landscaping, as shown in City Construction Standards. Construction of master-planned facilities shall be in accordance with City's Transportation Master Plan. City will reimburse Owners, from Transportation impact fees, the cost difference, except for the land cost dedicated for the street, between the local road standard and the master-planned facility.

3.3 **City Obligations.**

3.3.1 **Dedication.** City shall accept the dedication and maintenance of all streets, trails and open spaces in the Project Area, so long as such streets, trails, and open spaces are constructed to City specifications and standards, and are dedicated free of all liens and encumbrances, provided that any warranty periods as established by City ordinance or Construction and Development Standards shall be the responsibility of Owners.

3.4 **TIFF Financing.** Owner intends to seek TIFF or other tax credit or incentive financing to assist in financing Owner's infrastructure obligations.

SECTION IV. ZONING

4.1 **Initial Zoning Designation.** The initial zoning designation for the Annexation Area shall be set by the City Council in the ordinance approving the annexation. Thereafter, Owners may seek to amend the zoning designation by applying to amend the zoning map by following the established procedure. The zoning designation for each parcel is intended as follows:

4.1.1 Birchett Parcel: Rural Residential (R-R)

4.1.2 All Other Parcels: Light Industrial (I-1)

SECTION IV. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and insure to the benefit of each of the Parties

hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title, or which would apply to Owners through whom the interest was acquired. Such titleholder is not a third-party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

5.2 **Transfer of Property.** Owners shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. In the event of an assignment, the transferee shall succeed to all of Owners' rights and obligations under this Agreement.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Owners; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Owners.

5.4 **Consent.** In the event this Agreement provides for consent from City or Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

5.5 **Legal Challenges.** In the event that any third party challenges this Agreement, Owners agree to accept responsibility for all legal fees, including attorneys' fees, expert witness expenses, and court costs incurred by City in defending this Agreement, upon presentation to Owners of an itemized list of costs, expenses, and fees. City shall not be required to make any reimbursements contemplated herein if the source of impact fee funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Exhibits and Headings.** All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive; "may not" is not permissive.

6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good

faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by the Owners to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.7.2 Default Litigation. If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

SPANISH FORK CITY
Attn: City Manager
40 S. Main St.

Spanish Fork, Utah 84660

With a copy to:
Spanish Fork City Attorney
789 W. Center Street
Spanish Fork, Utah 84660

If to Owners to:

SF Manager LLC
407 N. Main Street.
Springville, UT 84663

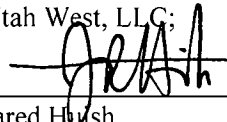
With a copy to:

Dentons Durham Jones Pinegar
Attn; Brent N. Bateman
3301 North Thanksgiving Way, Ste 400
Lehi, Utah 84043

6.9 **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Legal description and map of the Annexed Area
Exhibit B Owners' Obligation to Install Utilities

6.10. **Owner Contact.** City shall contact SF Manager LLC for communications with Owner. Contacting SF Manager LLC will be considered to have contacted all owners.

Utah West, LLC:


Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ___ day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of _____.

My Commission Expires: _____ Notary Public

Residing at: _____

Palmyra 800, LLC

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ___ day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of _____.

My Commission Expires: _____ Notary Public

Residing at: _____

ACRE Spanish Fork I LLC by:

Jared Huish

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of ACRE Spanish Fork I LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



ACRE Spanish Fork II LLC by:

Jared Huish

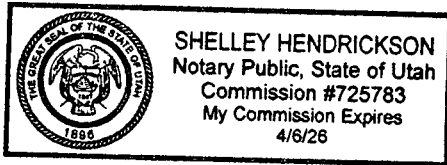
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of ACRE Spanish Fork II LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



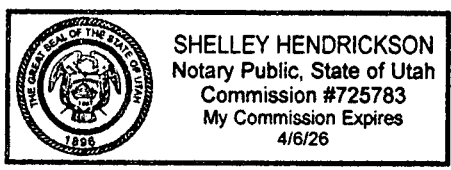
AM SF 1 LLC by:

Jared Huish
Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of AM SF 1 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



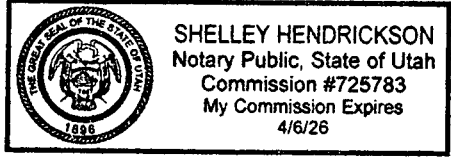
AM SF 2 LLC by:

Jared Huish
Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of AM SF 2 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



AM SF 3 LLC by:

Jared Huish

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of AM SF 3 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



AM SF 4 LLC by:

Jared Huish

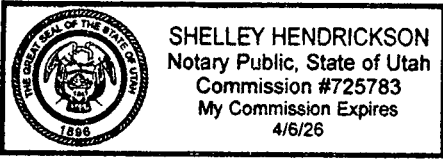
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of AM SF 4 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



B7 FTJ Dev LLC by:

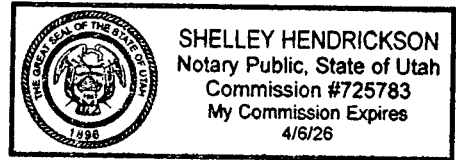
JRH

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of B7 FTJ Dev LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



FTJDevEH LLC by:

JRH

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of FTJDevEH LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



FTJDevEP LLC by:

JRH

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)

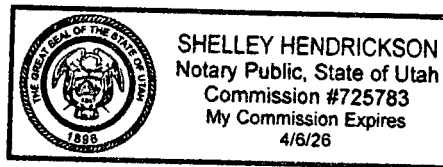
:SS.

COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of FTJDevEP LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public

Residing at: Utah County



FTJDevNH LLC by:

JRH

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)

:SS.

COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of FTJDevNH LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public

Residing at: Utah County



Hildyard SF LLC by:

[Handwritten Signature]

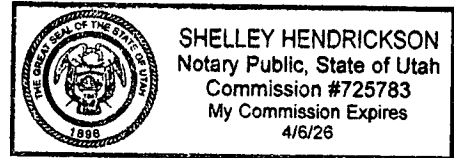
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of Hildyard SF LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



LUSO SF I LLC by:

[Handwritten Signature]

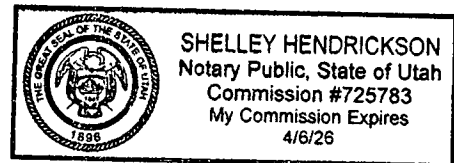
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of LUSO SF I LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



LUSO SF II LLC by:

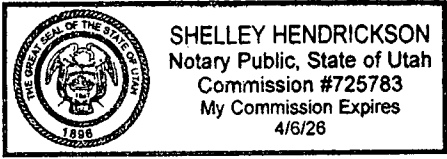
[Handwritten Signature]

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of LUSO SF II LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



M SF I LLC by:

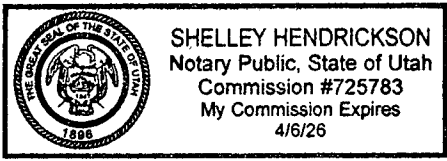
[Handwritten Signature]

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF I LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



M SF 10 LLC by:

Jared Huish

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 10 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 11 LLC by:

Jared Huish

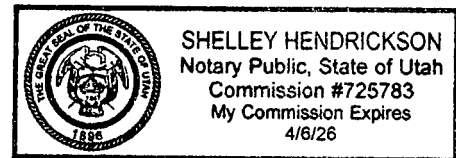
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 11 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 12 LLC by:

Jared Huish

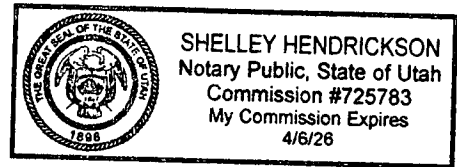
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 12th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 12 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 2 LLC by:

Jared Huish

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 12th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 2 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 3 LLC by:

Jared Huish

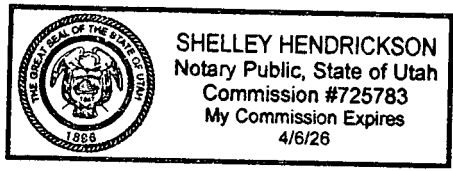
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 3 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



M SF 4 LLC by:

Jared Huish

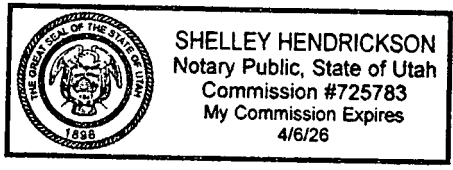
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 4 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



M SF 5 LLC by:

Jared Huish

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 5 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 6 LLC by:

Jared Huish

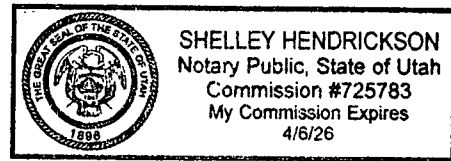
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 6 LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



M SF 9 LLC by:

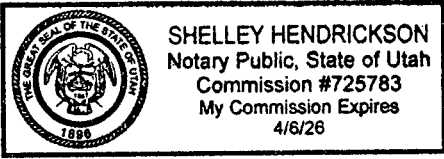
[Handwritten Signature]

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 17th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of M SF 9 LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



MBH SF LLC by:

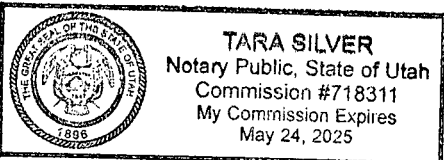
[Handwritten Signature]

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 19 day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of MBH SF LLC.

[Handwritten Signature]
My Commission Expires: 5/24/2025 Notary Public
Residing at: Utah County



RB SF LLC by:

Jared Huish

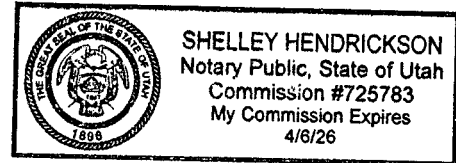
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of RB SF LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



SB FTJ Dev LLC by:

Jared Huish

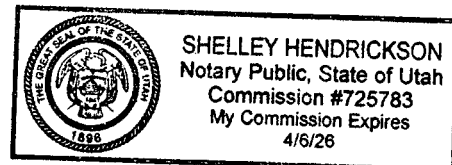
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of SB FTJ Dev LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



SF Geft LLC by:

Jared Huish

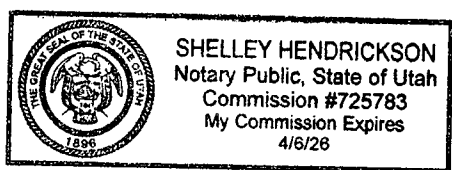
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of SF Geft LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



SF Hdev LLC by:

Jared Huish

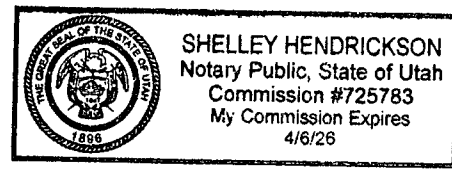
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 9th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of SF Hdev LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



SF HdevEH LLC by:

[Handwritten Signature]

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of SF HDEV EH LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



SF HdevEP LLC by:

[Handwritten Signature]

Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of SF HDEV EP LLC.

[Handwritten Signature]
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah county



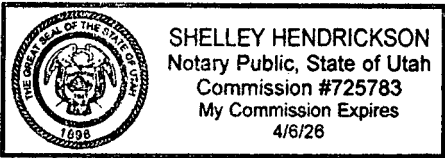
TD SF LLC by:

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of TD SF LLC.

My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



TP 1 SF LLC by:

Jared Huish
Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of TP 1 SF LLC.

My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



TP 2 SF LLC by:

Jared Huish

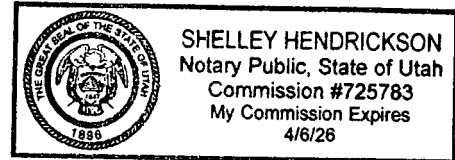
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of TP 2 SF LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



TP 3 SF LLC by:

Jared Huish

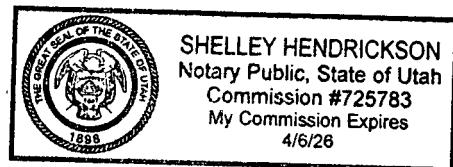
Jared Huish

Its: Manager & Authorized Signer

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 7th day of September, 2022, personally appeared before me Jared Huish, the Manager & Authorized Signer, who being duly sworn did say and acknowledge to me that he/she executed and signed the above foregoing instrument for and on the behalf of TP 3 SF LLC.

Shelley Hendrickson
My Commission Expires: 4/6/26 Notary Public
Residing at: Utah County



RDG, LLC by:

Rich Day
Its: Manager & Authorized Signer

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me, _____
,The _____ who being duly sworn did say and acknowledge to me that he/she
executed and signed the above foregoing instrument for and on the behalf of _____.

My Commission Expires: _____ Notary Public

Residing at: _____

ACJ Investments, LLC by:

David R. Simpson
Dave Simpson DAVID R. SIMPSON
Its: Manager & Authorized Signer MANAGER

STATE OF UTAH)
)
) :ss.
COUNTY OF Utah)

On the 7th day of September, 2022, personally appeared before me, David R. Simpson
,The manager who being duly sworn did say and acknowledge to me that he/she
executed and signed the above foregoing instrument for and on the behalf of ACJ Investments, LLC.

Shelley Hendrickson
My Commission Expires: 485783-4/6/26 Notary Public

Residing at: Utah County

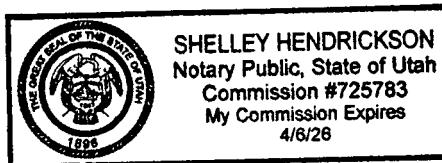
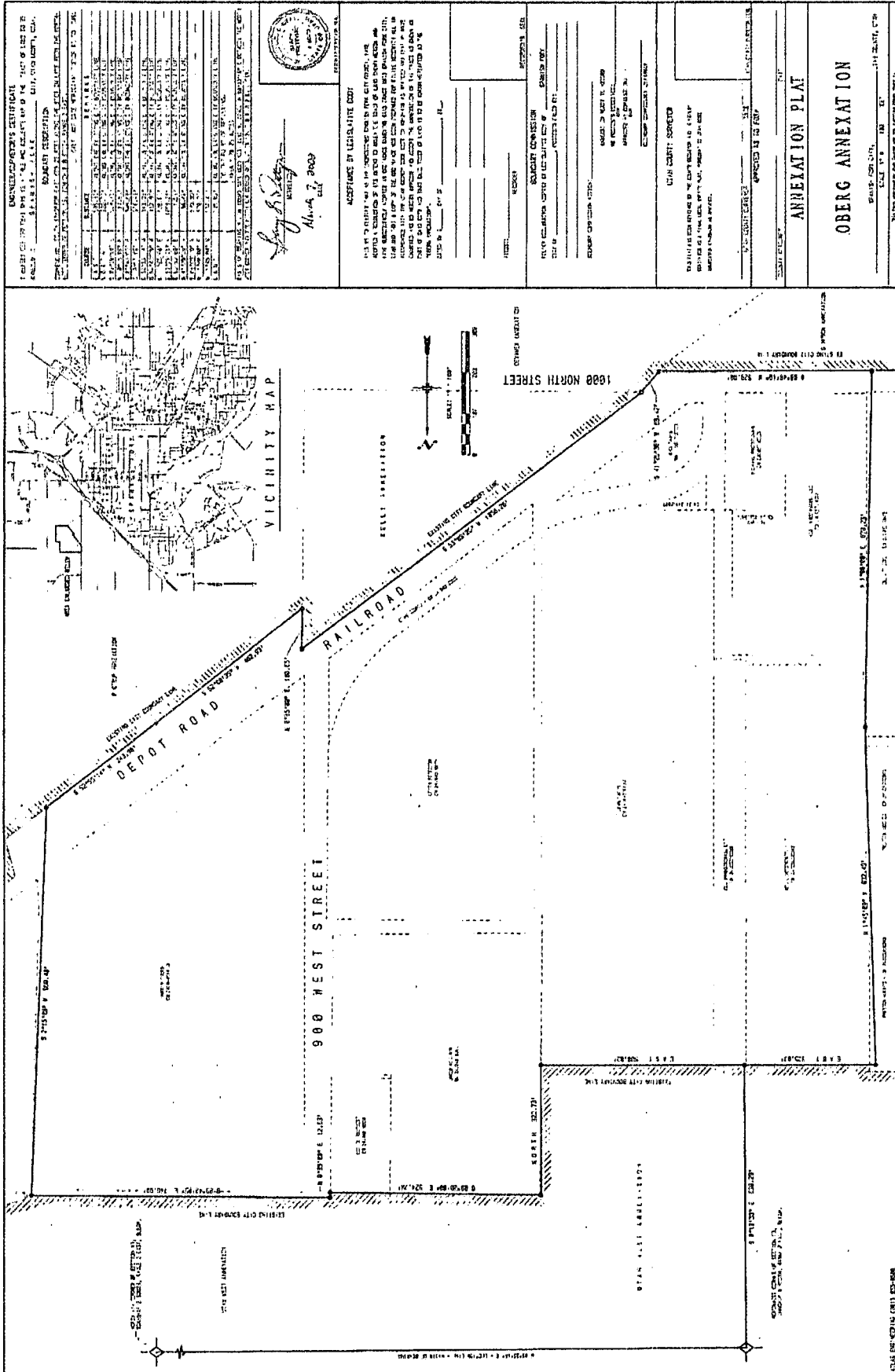


EXHIBIT A**ANNEXED AREA
LEGAL DESCRIPTION AND MAP**

Beginning at a point on the existing Spanish Fork City Boundary, which point lies South 0°19'39" East 698.29 feet along the Section Line from the Northwest Corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence along the existing city boundary the following five courses to wit: (1) East 506.82 feet, (2) North 322.73 feet, (3) South 89°20'00" East 524.70 feet, (4) North 0°35'00" East 12.63 feet, (5) South 89°42'05" East 746.98 feet; thence South 2°15'00" West 960.48 feet to a point on the existing Spanish Fork City Boundary; thence along said city boundary the following seven courses to wit: (1) South 52°55'14" West 343.98 feet, (2) South 52°08'35" West 462.93 feet, (3) North 0°35'00" East 100.65 feet, (4) South 53°09'26" West 1056.26 feet, (5) South 89°30'00" East 1.53 feet, (6) South 41°25'36" West 66.42 feet, (7) South 89°48'19" West 529.98 feet; thence North 1°00'00" East 878.23 feet; thence North 1°45'00" West 832.49 feet to the existing city boundary line; thence East 325.83 along said city boundary line to the point of beginning.

Containing 70.75 acres.



ENGINEER'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT, AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO, ILLINOIS.

APPLICANT'S CERTIFICATE
 I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO ME BY THE APPLICANT, AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF CHICAGO, ILLINOIS.

Signature
 May 7, 2003

ACCEPTANCE BY LEGISLATIVE BODY
 THE BOARD OF COMMISSIONERS OF THE CITY OF CHICAGO HAS REVIEWED THE ABOVE AND HAS APPROVED THE SAME AS SHOWN ON THE ATTACHED MAPS AND PLANS.

REMARKS
 THIS PLAN IS SUBJECT TO THE CITY OF CHICAGO'S ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE APPLICANT.

APPROVED BY THE CITY ENGINEER
 [Signature]
 City Engineer

ANNEXATION PLAN
OBERG ANNEXATION
 SCALE: 1" = 100'
 DATE: MAY 7, 2003

