

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

THIS AGREEMENT entered into this 26th day of JANUARY, 2017, by and between Heber City, hereinafter referred to as "City" and the undersigned petitioners, as "Petitioner".

WHEREAS, the Petitioners have proposed annexation of 30.80 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 C-2 Commercial and Planned Community Mixed Use (PCMU), consistent with the Heber City General Plan Land Use Map;
- b) As properties develop or redevelop along Highway 40, the developer shall be responsible to bring all street frontages to current city standards for landscaping as required by the C-2 & C-4 Design Criteria, including the planting of street trees;
- c) As properties develop or redevelop along Mill Road, the developer shall be responsible to bring all street frontages to current city standards for landscaping as required by the C-2 & C-4 Design Criteria and PCMU zone, including the planting of street trees;
- d) As properties develop or redevelop along 2400 South, the developer shall be responsible to bring all street frontages to current city standards for landscaping as required by the C-2 & C-4 Design Criteria, including the planting of street trees;

2. **WATER RIGHTS**

- a) Developers 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) Developers are responsible for acquiring and paying for any necessary offsite easements, dedications, or right of way; satisfying any reimbursement agreements; and constructing 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 Developer'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 may be suitable for existing uses. However, the health department may require connection to sewer and water systems if septic tanks or wells fail, or as those services are expanded. As properties develop or redevelop, connection to the City's or Twin Creeks Special Service District's (TCSSD) sewer and Heber City's water systems will be required, as directed by the City;
- 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. **EXISTING STREET FRONTAGE**

- a) As properties develop or redevelop, Petitioners shall improve their respective property's existing street frontage along Mill Road, Center Creek Road (aka 2400 South) and Highway 40 to current standards, including right of way dedication, curb and gutter, storm drain system, sidewalk, asphalt widening, underground utilities, and the patching and installation of a 2-inch asphalt overlay over the existing road asphalt;

5. **CULINARY WATER**

- a) At the time of development or redevelopment of the properties, Petitioners shall extend an 8-inch culinary water line, identified on Exhibit D, and if required loop any additional onsite or offsite water lines needed to adequately serve their developments;
- b) Upon the request of the City, properties fronting Highway 40 shall dedicate a 20-foot utility easement to the City for water/sewer extension;

6. **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 E;
- b) At the time of development or redevelopment of the properties, Developers shall extend the 10-inch sewer line identified as S-028 in the plan, and construct any onsite or offsite sewer lines needed to serve their developments and connect to existing facilities;
- c) Alternately, Petitioners may connect individual sewer services fronting Mill Road that can gravity flow to the TCSSD Sewer Line located in Mill Road (1200 East), if TCSSD authorizes such sewer connections in writing;
- d) Upon the request of the City, properties fronting Highway 40 shall dedicate a 20-foot utility easement to the City for water/sewer extension;

7. **STREETS**

- a) The Heber City Capital Facility Plan identifies future street locations needed to serve properties within the annexation as shown in Exhibit F. Petitioners shall extend the Minor Collector road identified as T-051 in the plan. Required street dedications and construction shall include all surface and subsurface improvements, storm drain facilities, as well as all underground utilities;
- b) At the time of development or redevelopment of the **Vizion** and **Lew Giles** properties, Petitioners shall dedicate and improve the property's Mill Road street frontage to the 72-foot minimum right of way, Major Collector Standard, identified as T-040 on Exhibit F.
 - (1) As part of the improvements the **Vizion** properties shall construct the said improvements along the Cummings and McCormick property frontages, **parcels 00-0009-1962 and 00-0013-5363**;
 - (2) As part of the improvements the **Lew Giles** properties shall obtain, dedicate, and construct the said Right of Way and improvements along the **Robert Giles** property

frontage, **parcel 00-0017-0451;**

- (3) All improvements along the frontage of parcels not specifically mentioned shall be completed by the property owner or developer upon development.
- c) At the time of development or redevelopment of the **Lew Giles** property, Developer, at the discretion of the City, shall dedicate and improve the property's 2400 South street frontage to the 66-foot right of way, Minor Collector Standard, identified as T-050 on Exhibit F.
- (1) As part of improvements the developer shall participate, to the extent of the property frontage, in the realignment of the 2400 South and Highway 40 Intersection as Shown on Exhibit F.1. Said intersection shall be located at least 660 feet from the planned alignment of Wheeler Road and Highway 40 Intersection to the north as shown on Exhibit F.1;

8. **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 G;
- b) At the time of development or redevelopment of the **Vizion** and **Lew Giles** properties, Petitioners shall dedicate and construct along their respective Mill Road street frontages, a minimum 10-foot wide concrete off-street trail within a minimum 30-foot wide landscaped berm area along Mill Road, from back of curb, though the City may consider a narrower width for the landscaped area for localized hardship situations;
 - (1) As part of the improvements the **Lew Giles** property shall also obtain, dedicate, and construct the said improvements along the **Robert Giles** property frontage, **parcel 00-0017-0451;**
 - (2) As part of the improvements the **Vizion** properties shall construct the said improvements along the **Cummings and McCormick** property frontages, **parcels 00-0009-1962 and 00-0013-5363;**

- (3) The City will accept, at a minimum, a 5-foot park strip and 8-foot concrete trail through the frontage of **parcels 00-0017-0451, 00-0009-1962, and 00-0013-5363, .**
- (4) All improvements along the frontage of parcels not specifically mentioned shall be completed by the property owner or developer upon development.

c) At the time of development or redevelopment of the **Lew Giles** property, Petitioner shall dedicate and construct along their respective 2400 South street frontages, the trail identified as P-054 on Exhibit G.

9. **PRESSURIZED IRRIGATION**

- a) Developer shall construct onsite or offsite pressurized irrigation lines needed to serve their developments and connect to existing facilities.
10. 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;
 11. 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;
 12. 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.

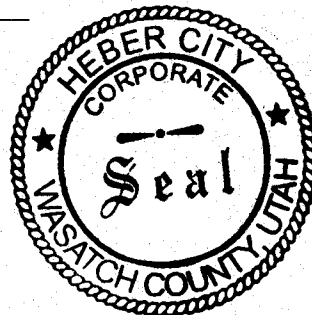
DATED this 30 day of JAN, 2017.

HEBER CITY:

By: *Alan McDonald*
Alan McDonald, Mayor

ATTEST:

Michelle Y. Alvarado
Heber City Recorder



OWNER, _____

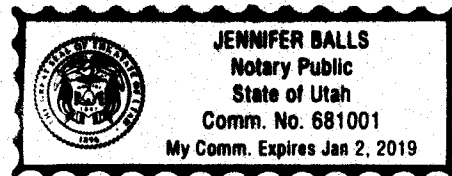
By: Lewis C. Giles
Lewis C. Giles

By: Leisa M. Giles
Leisa M. Giles

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

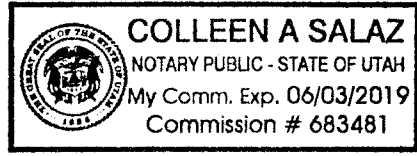
On this 30 day of JANUARY, 2017, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Jennifer Balls
NOTARY PUBLIC



OWNER, Dorothea Verbrugge, Trustee

By: *Dorothea Verbrugge* Trustee
Vizion Family Limited Partnership, Trustee/Executor



STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 24 day of January, 2017, 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.

Colleen A. Salaz
NOTARY PUBLIC

EXHIBIT A: PROPOSED ANNEXATION PLAT

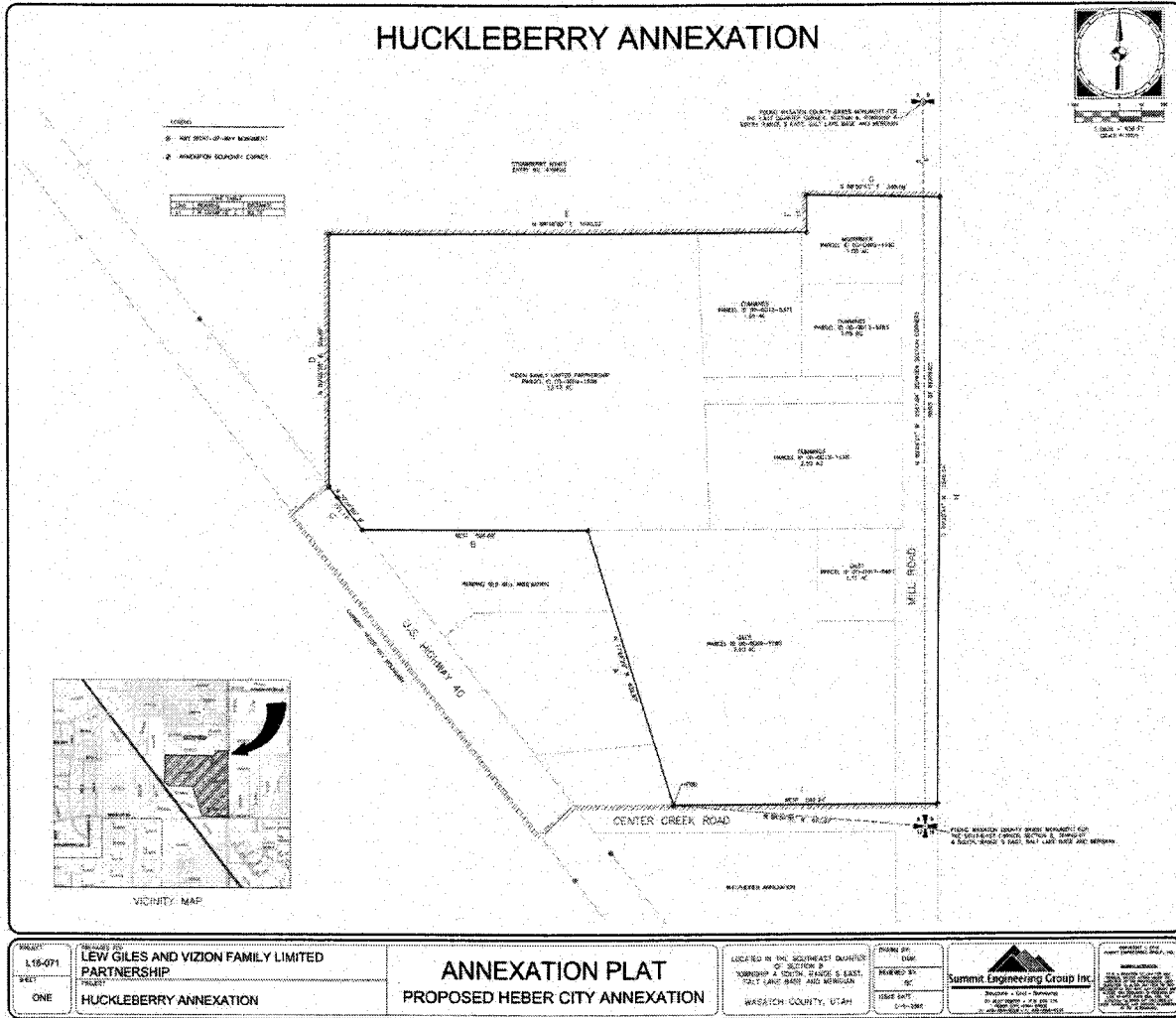


EXHIBIT B: LEGAL DESCRIPTION

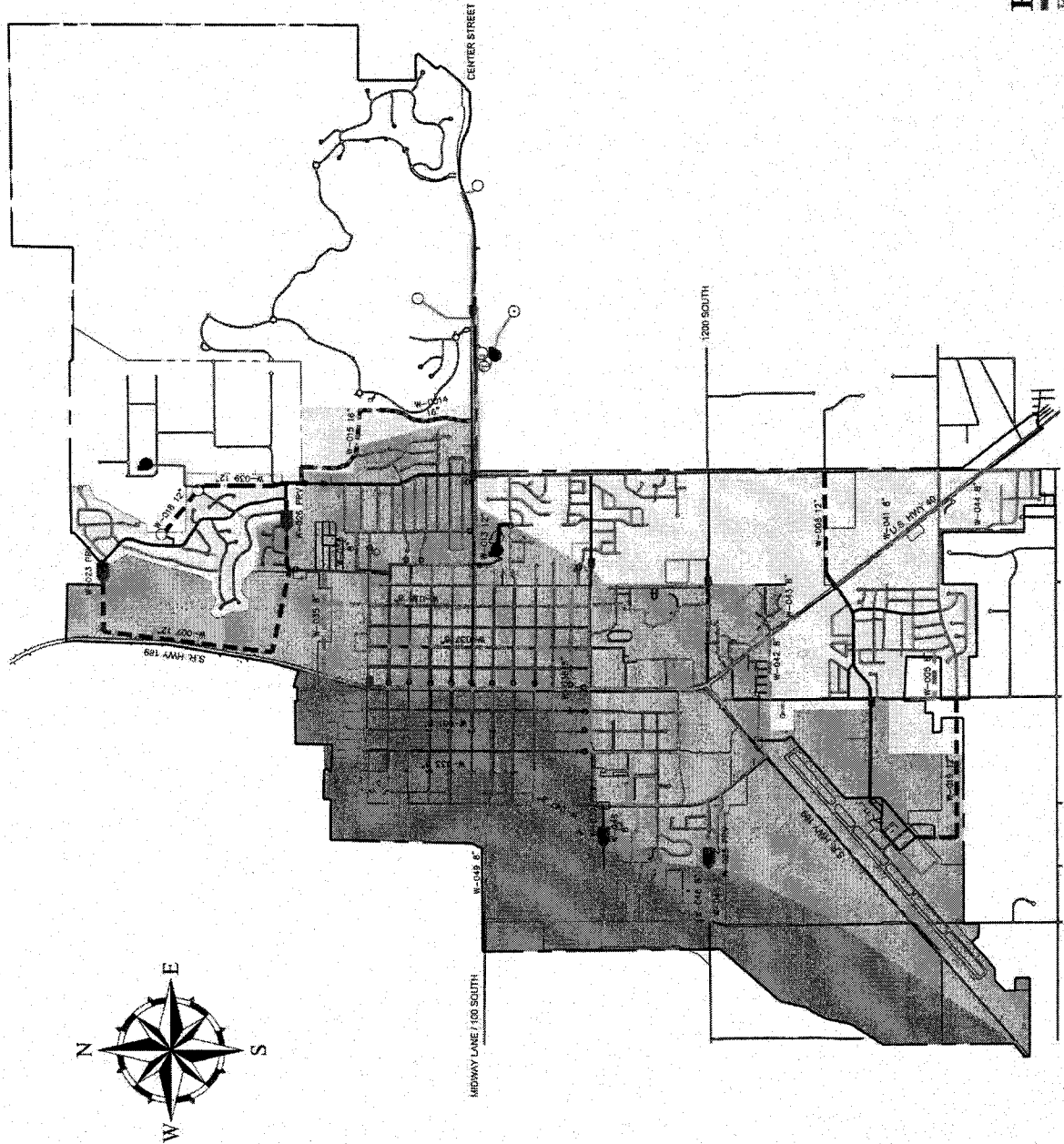
BEGINNING AT A POINT THAT IS NORTH 84°57'55" WEST 567.07 FEET FROM THE WASATCH COUNTY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE NORTH 17°20'29" WEST 639.57 FEET ALONG THE EAST BOUNDARY OF THE OLD MILL ANNEXATION;
 THENCE WEST 506.88 FEET ALONG THE NORTH BOUNDARY OF SAID ANNEXATION TO A POINT ON THE EASTERLY LINE OF HWY 40;
 THENCE NORTHWESTERLY ALONG SAID APPARENT RIGHT-OF-WAY LINE NORTH 37°50' WEST 121.11 FEET;
 THENCE NORTH 00°05'58" EAST 559.69 FEET ALONG PART OF THE EAST BOUNDARY OF THE STRAWBERRY ANNEXATION;
 THENCE NORTH 89°48'00" EAST 1070.92 FEET ALONG PART OF THE SOUTH BOUNDARY FOR SAID STRAWBERRY ANNEXATION;
 THENCE NORTH 00°09'19" EAST 82.78 FEET ALONG PART OF THE EAST BOUNDARY FOR SAID STRAWBERRY ANNEXATION;
 THENCE SOUTH 88°50'45" EAST 300.09 FEET ALONG PART OF THE SOUTH BOUNDARY OF SAID STRAWBERRY ANNEXATION TO A POINT OF THE EASTERLY RIGHT-OF-WAY LINE FOR MILL ROAD;
 THENCE SOUTH 00°20'41" WEST 1346.34 FEET ALONG SAID RIGHT-OF-WAY LINE;
 THENCE WEST 592.24 FEET ALONG THE NORTH BOUNDARY OF THE WITT/HEINER ANNEXATION TO THE POINT OF BEGINNING.

EXHIBIT C: PROPERTY SERIAL NUMBERS

<u>Property Owner</u>	<u>Property Serial No.</u>
Vizion Family Limited Partnership	OWC-1616-0-008-045
Jay B. Cummings II Trust	OWC-1616-4-008-045
Jay B. Cummings II Trust	OWC-1616-3-008-045
Wade & Julie McCormick, H/W (JT)	OWC-1616-1-008-045
Jay B. Cummings II Trust	OWC-1616-2-008-045
Robert Lewis & Samantha Giles, H/W (JT)	OWC-1633-2-008-045
Lewis C & Leisa M. Giles, H/W (JT)	OWC-1633-0-008-045

EXHIBIT D: CULINARY WATER

FIGURE 4-1
HEBER CITY
FUTURE CULINARY WATER SYSTEM



- LEGEND**
- ULTRAVIOLATED BUILDOUT BOUNDARY
 - HEBER CITY BOUNDARY
 - EXISTING ROADS
 - ACTIVE PRV
 - INACTIVE PRV
 - WELL PUMP
 - ACTIVE BOOSTER PUMP
 - INACTIVE BOOSTER PUMP
 - SPRING
 - TANK
 - CLOSED VALVES

EXISTING WATER LINES

PIPE SIZE (inches)	PIPE COLOR
4	Blue
6	Blue
8	Blue
10	Blue
12	Blue
16	Blue
18	Blue
20	Blue

FUTURE WATER LINES

PIPE SIZE	PIPE COLOR
8	Blue
12	Blue

- EAST ZONE (LINDSAY HGL. 5990)
- CENTRAL ZONE (V.L.Y. HILLS & MCNAUGHTON HGL. 5900)
- WEST ZONE (BROADHEAD HGL. 8735)

HORROCKS
ENGINEERS

728 WEST 1100 SOUTH #2
HEBER CITY, UTAH 84032
(435) 864-2228

EXHIBIT E: SEWER

FIGURE 5-1
HEBER CITY
FUTURE
SEWER SYSTEM

LEGEND

- ULTIMATE BUILDOUT BOUNDARY
- HEBER CITY BOUNDARY
- EXISTING ROADS

EXISTING SEWER LINES

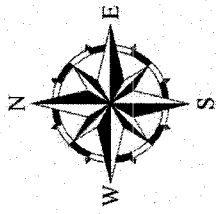
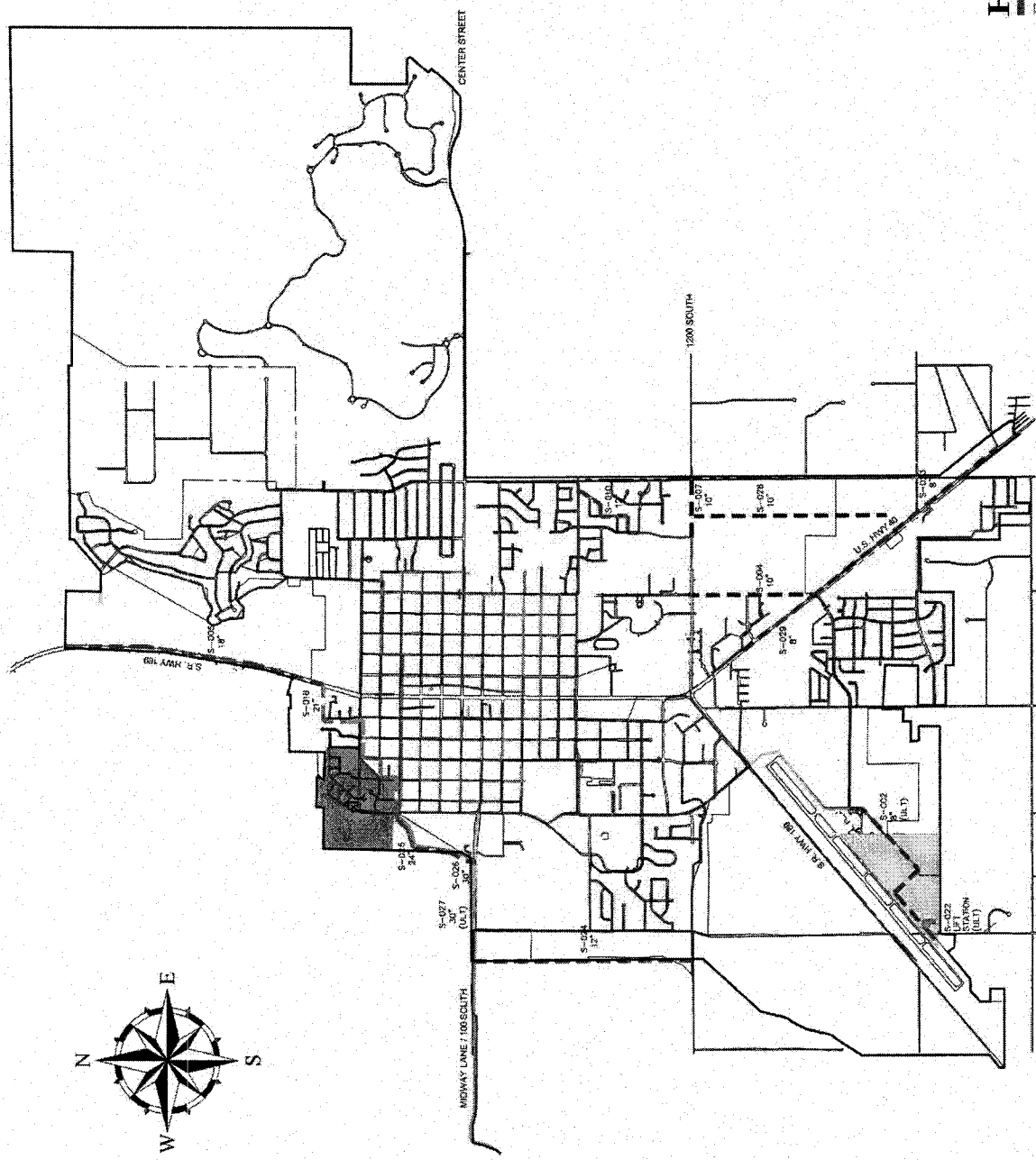
PIPE SIZE (inches)	PIPE COLOR
8	Blue
10	Blue
12	Blue
15	Blue
18	Blue
24	Blue
30	Blue
36	Blue

♠ FORCED MAIN
 □ LIFT STATION
 ▭ LIFT STATION AREA

FUTURE SEWER LINES

PIPE SIZE	PIPE COLOR
8	Blue
10	Blue
12	Blue
15	Blue
18	Blue
21	Blue
24	Blue
30	Blue
36	Blue

♠ LIFT STATION
 ▭ LIFT STATION AREA



HORROCKS
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724 WEST 100 SOUTH
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EXHIBIT F: STREETS

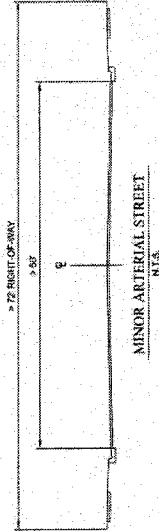
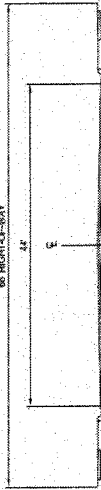
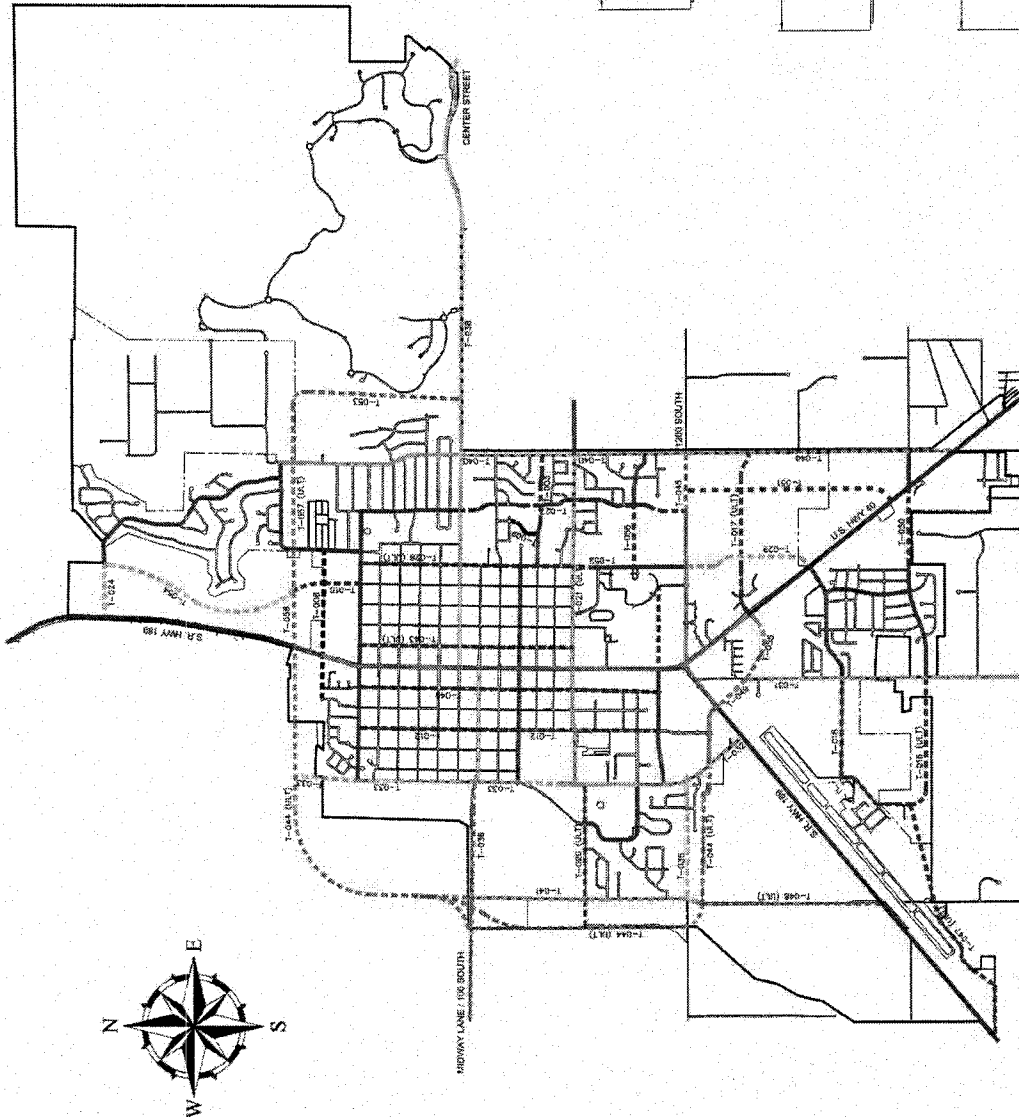
FIGURE 6-1 - AMENDMENT 1

HEBER CITY

STREET SYSTEM MASTER PLAN

LEGEND

- UTILITY BULKHEAD BOUNDARY
- HEBER CITY BOUNDARY
- EXISTING LOCAL STREET
- EXISTING MINOR COLLECTOR
- EXISTING MAJOR COLLECTOR
- EXISTING MINOR ARTERIAL
- EXISTING MAJOR ARTERIAL
- NEW OR UPGRADED LOCAL STREET
- NEW OR UPGRADED MINOR COLLECTOR
- NEW OR UPGRADED MAJOR COLLECTOR
- NEW OR UPGRADED MINOR ARTERIAL
- NEW OR UPGRADED MAJOR ARTERIAL
- NEW OR UPGRADED PRINCIPAL INTERVAL



HORROCKS
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224 WEST 100 SOUTH #2
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EXHIBIT F.1: HIGHWAY 40 INTERSECTIONS



EXHIBIT G: PARKS AND TRAILS

FIGURE 9-1

HEBER CITY

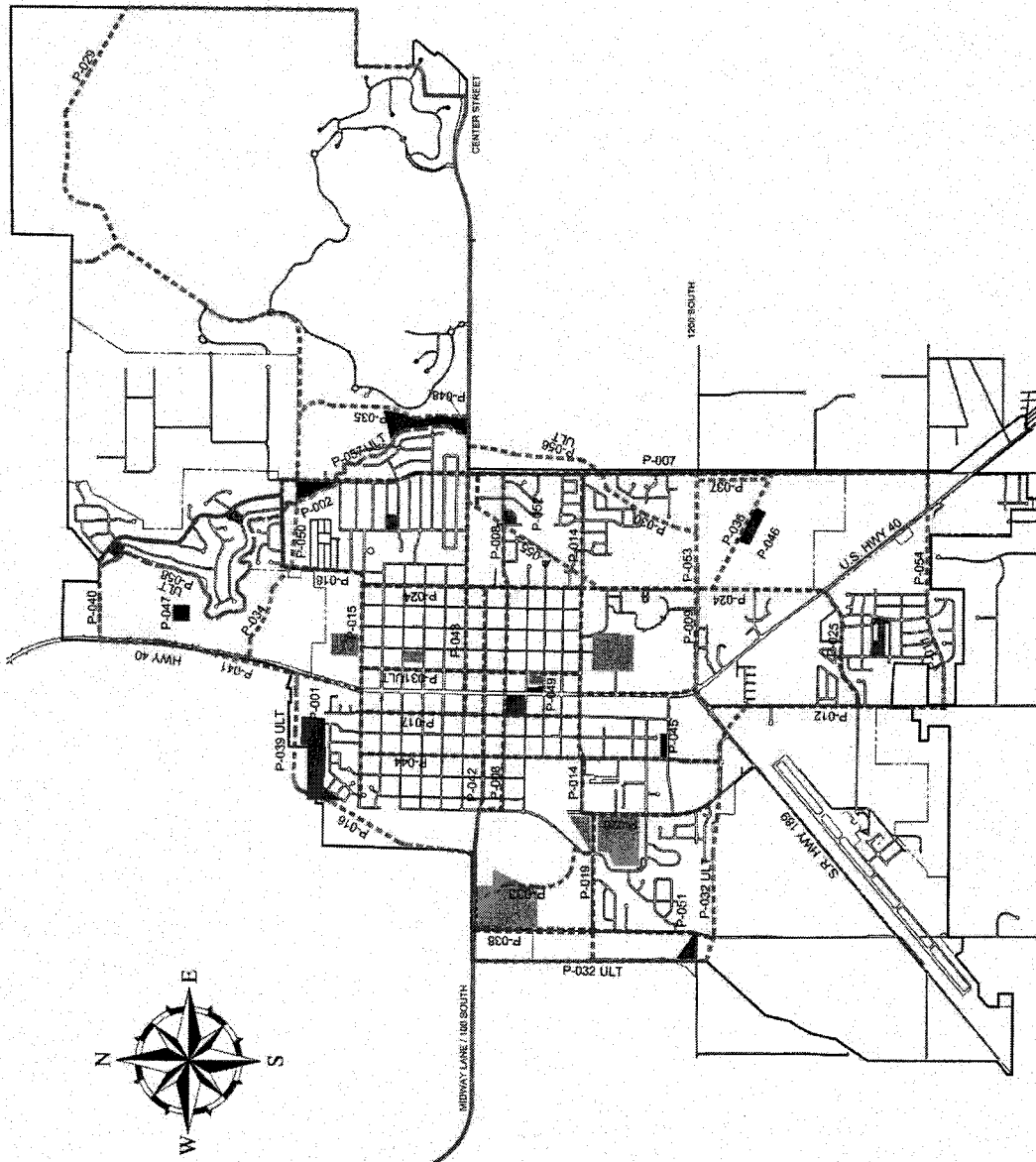
HEBER CITY

FUTURE PARK AREAS

& BIKE/WALK TRAILS

LEGEND

- ULTIMATE BUILDOUT BOUNDARY
- HEBER CITY BOUNDARY
- EXISTING LOCAL STREET
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED ONE LANE
- EXISTING BIKE LANE
- EXISTING CITY PARKS
- PROPOSED PARKS
- OTHER EXISTING RECREATION SPACE



HORROCKS
ENGINEERS

REGISTERED PROFESSIONAL ENGINEERS
HEBER CITY, UTAH 84002
(435) 864-2228