

**ANNEXATION AGREEMENT
for
HASKELL DRYLAND ANNEXATION**

The following is a draft annexation agreement for purposes of discussion of the specific terms and conditions that may become part of the finalized agreement. Some specific details such as formal names and titles of associated parties and signature blocks are incomplete at this time. The overall acreage mentioned in this agreement is in dispute and will be verified or corrected by the final agreement. Text in red is for discussion or as a placeholder of items requiring verification or change.

This Annexation Agreement for Haskell Dryland Annexation, hereinafter referred to as "Agreement," is entered into this ____ day of _____ 20__, by and between the City of Elk Ridge, a Utah municipal corporation with its main office located at 80 East Park Drive, Elk Ridge, Utah 84651, hereinafter referred to as "City," and Lee F, Haskell Properties, LLC, a Utah Limited Liability Company with its principal office located at 901 West Gooseneck Drive, Elk Ridge, Utah 84651, hereinafter referred to as "~~Developer,~~" or (The application that was submitted is in Lee's name which is fine. If there is no corporation involved the reference will only be a sponsor) "Sponsor" and the undersigned Property Owners, hereinafter, "Petitioners" or collectively the "Parties", and/or the Parties' successors and assigns.

Included in the 45.48 acre property annexation are the following parcels identified by the Utah County Parcel number and the associated acreage: Parcel #1: 30-073-0224, 5.11 acres, Parcel #2: 30-073-0046, 2.75 acres, Parcel #3: 30-073-0045, 2.75 acres, Parcel #4: 30-073-0222, 5.99 acres, Parcel #5: 30-073-246, 16.36 acres, Parcel #6: 30-073-0230, 2.59 acres, Parcel #7: 30-073-0060, 1 acre, Parcel #8: 30-073-0226, 1.47 acres, Parcel #9: 30-073-0229, 2.48 acres, Parcel #10: 30-073-0228, 2.48 acres, Parcel #11: 30-073-0022, 2.5 acres.

RECITALS

WHEREAS, the Sponsor and Petitioners have submitted a petition for annexation to the City titled the Haskell Dryland Annexation; and

WHEREAS, on (Date) the Elk Ridge City Council passed a resolution expressing an intent to annex the parcels identified in the Annexation Plat for the Haskell Dryland Annexation; and

WHEREAS, the Elk Ridge City Council held a public hearing on (Date) at 7:00pm, for the purpose of receiving public input on the proposed Annexation; and

WHEREAS, the public hearing was preceded by the posting of a notice of public hearing in at least three (3) public places within the City limits of Elk Ridge, along with being published in the Provo Daily Herald Newspaper, a newspaper of general circulation within the city, at least 10 days prior to the Public Hearing (This needs to be corrected to match what actually occurred and also add that notices were sent to the property owners within the annexation area and within X feet of the annexation area); and

WHEREAS, the notice of hearing, which was posted and published, by the City Council contains specific advance notice that the proposed annexation, as set forth herein, would be considered and that copies thereof were available for inspection in the city offices; and

WHEREAS, on (Date) the Elk Ridge City Council passed an ordinance annexing the parcels identified in the Annexation Plat for the Haskell Dryland Annexation; and

WHEREAS, the City, the Sponsor and Petitioners have agreed to certain terms and conditions for the benefit of the annexation, as set forth herein;

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual promises, conditions contained and considerations in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Annexation Sponsor and associated Parties agree as follows:

EXHIBITS

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such; including:

Exhibit A – The Annexation Plat and Legal Description

Exhibit B – The Annexation Adopting Ordinance

Definitions

1. **Annexation** shall mean the process by which unincorporated property, the subject property of this Agreement, is brought into the municipal boundaries of the City of Elk Ridge, Utah.
2. **Annexation Area** shall mean the total amount of real property being annexed into the municipal boundaries of the City of Elk Ridge, Utah as depicted on the Annexation Plat found in Exhibit A and as described in the Legal Description found in Exhibit B.
3. **Petition of Annexation** is the formal written application requesting the City of Elk Ridge, Utah to incorporate the petitioners' unincorporated real property into the corporate limits of the City of Elk Ridge, Utah.
4. **Annexation Sponsor** is Lee F, Haskell Properties, LLC, represented by Lee F. Haskell and also representing the petitioners/property owners of the Petition of Annexation.
5. **Applicant** is a Corporation, LLC and an individual or group of individuals seeking approval of an activity regulated by the City of Elk Ridge Municipal Code, including but not limited to, the annexation of real property into the municipal boundaries of the City of Elk Ridge, Utah.
6. **City** means the City of Elk Ridge, Utah, a municipal corporation.
7. **Development** shall mean approval of a subdivision, issuance of a building permit, or approval of any other development related activity regulated by the City of Elk Ridge. Development does not mean the construction of ancillary agricultural facilities built to support agricultural uses.
8. **Petitioners** are the Corporation, LLC and individuals representing, via signature, the petition for annexation.
9. **Property Owner(s)** shall mean a holder, proprietor of land, or a group of owners of real property within the annexation area.

TERMS

1. **Zoning:** The annexed parcels shall be zoned Residential and Livestock 1-20,000 and all new development within the annexation shall comply with the requirements of the said zone. The Sponsor shall be allowed to develop up to 1.5 acres as an Assisted Living/Memory Care Facility within the residential zone.
2. **Streets and Services** to be located wholly within the Elk Ridge City: There shall be no shared utilities or streets crossing over the City boundary with unincorporated parcels located to the west of the annexation boundary.

3. **Connection to City Water and Sewer Services:** The owners of the 11 parcels within the annexation shall not be required to connect to Elk Ridge City culinary water or sanitary sewer until such time that the parcel is purchased by a different owner or an application for a building permit or other land use process signifying a change in use of the land or reconfiguration of the land or structures on the land is to occur. The existing land owners may at any time to request connection to the City culinary water and/or sanitary sewer services, provided adequate infrastructure is provided by the owners at their expense to connect onto the existing system, and paying the required fees including impact fees and in the case of culinary water providing the necessary water shares as is required of all property owners developing or building within the City.

MISCELLANEOUS PROVISIONS

1. **Compliance with Land Use and Development Ordinances and Regulations.** Nothing in this Annexation Agreement shall be deemed to relieve Petitioners, Property Owners, or Applicants from the obligation to comply with all applicable Federal, State, and local law and requirements of City necessary for approval of future development proposals. Development approval shall include the payment of applicable fees and be in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City of Elk Ridge, including but not limited to, the Elk Ridge Zoning and Development Ordinances, Subdivision Ordinances and Standard Specifications and Standard Plans.
2. **Waiver.** No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
3. **Complete Agreement.** This Agreement and all documents incorporated into it by reference represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement.
4. **Reserved Legislative Powers.** Nothing in this Annexation Agreement shall limit the future exercise of the police power by the 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.
5. **Agreement to Run with the Land.** This Annexation Agreement shall be recorded against the land included in the annexation to the City of Elk Ridge and shall run with the land and shall be binding on all successors and/or assigns of the land or development of any portion of phase of the property.
6. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

7. Assignment. Neither party may assign any interest in this Agreement without prior written consent of the other party. The terms of this Agreement will inure to the benefit of and be binding upon the respective representatives and successors of each of the parties. Any attempted assignment in violation of this Agreement shall be void.
8. Amendment. This Agreement may not be modified or amended except in writing, which writing must be signed by the authorized representatives of each of the parties.
9. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.
10. Representations. Developer represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder. The City also represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder.
11. Severability. In the event that any portion of this Agreement is determined to be unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, then such a decision shall not affect any other part of provision of this Agreement, except the specific provision determined unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
12. Default. Should the proponent of an annexation default on any provisions of the agreement, the City may pursue legal action to enforce the provisions of the agreement, including revocation of the annexation and disconnection from the City.
13. Dispute Resolution. Any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any determination of an issue of fact, shall be referred for resolution to a committee consisting of two individuals selected by each party.

If the dispute is not resolved by such committee within thirty (30) days after the dispute is referred to such committee, then the parties shall refer the dispute for resolution to a single mediator, agreed upon by the parties.

If the parties are unable to agree upon a single mediator, the matter shall be referred to a three member mediation panel. Each party shall select a mediator, and the two mediators so selected shall select a third mediator. Mediators shall be independent of the parties and shall be recognized and approved by the State and/or federal courts as qualified and experienced mediators/arbitrators, or otherwise satisfactory to the parties. Each party shall pay its own costs and fees. The parties shall jointly pay for the costs and fees of the selected mediator(s).

If the dispute cannot be resolved by the mediator or mediation panel within ninety (90) days from the date of final determination by the committee, the dispute may be brought before a court or other tribunal on the basis of a de novo review. A matter may only proceed to court after exhausting the above procedures.

14. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

15. Venue. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah.

EFFECTIVE DATE

16. The terms of this agreement shall become effective upon filing and recordation of the annexation ordinance, annexation plat and this Annexation Agreement in compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-4-425.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

ANNEXATION SPONSOR

CITY

Lee Haskell
President, Lee F. Haskell Properties, LLC
Sponsor (Verify)

Ty Ellis
Mayor, Elk Ridge, Utah

WITNESS:

_____ City Recorder

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ____ day of _____ 20__, personally appeared before me, a Notary Public in and for the State of Utah, Lee Haskell, who being by me duly sworn did say that he is the Sponsor ~~President of LEE F. HASKELL PROPERTIES, LLC a Utah Limited Liability Company~~, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company (this language will need to be corrected).

Notary Public

We are still trying to determine how the other petitioners' signatures should be addressed. There are three landowners that very likely will not sign as they are opposed to the annexation. We are working to determine how this should be addressed.

Exhibit A
Annexation Plat and Legal Description
(Draft is Attached)

SURVEYORS CERTIFICATE

I, BARRY PRETTYMAN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT, BASED ON UTAH COUNTY NAD27, OF LAND TO BE ANNEXED INTO ELK RIDGE CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE WEST LINE OF PAGE FARMS CROCKATT ANNEXATION N00°45'33"W 1993.35 FEET; THENCE S89°50'00"W 878.45 FEET; THENCE S00°10'00"E 125.00 FEET; THENCE N89°50'00"E 5.14 FEET; THENCE S00°34'27"E 219.71 FEET; THENCE S01°26'47"E 155.34 FEET; THENCE S89°50'00"W 10.18 FEET; THENCE S00°10'00"E 125.00 FEET; THENCE N89°50'00"E 12.97 FEET; S01°29'47"E 31.86 FEET; THENCE N89°34'45"W 549.67 FEET; THENCE SOUTH 445.44 FEET; THENCE ALONG THE WEST BOUNDARY OF VERNILE GASSER ANNEXATION THE FOLLOWING 3 COURSES TO WIT: (1) N74°45'00"E 516.74 FEET; (2) S00°10'00"E 1037.15 FEET; N89°27'38"E 937.38 FEET TO THE POINT OF BEGINNING. CONTAINS 46.14 ACRES 2,009,666 SQ. FT.

SURVEYOR _____ DATE _____

ACCEPTANCE BY THE CITY ENGINEER

CITY ENGINEER _____ DATE _____

ACCEPTANCE BY THE LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED ELK RIDGE CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO ELK RIDGE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH COUNTY CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE HASKELL DRYLAND ANNEXATION

DATED THIS _____ DAY OF _____, 20____

CLERK-RECORDER _____ DATE _____

ACCEPTANCE BY UTAH COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. 17-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR _____ DATE _____

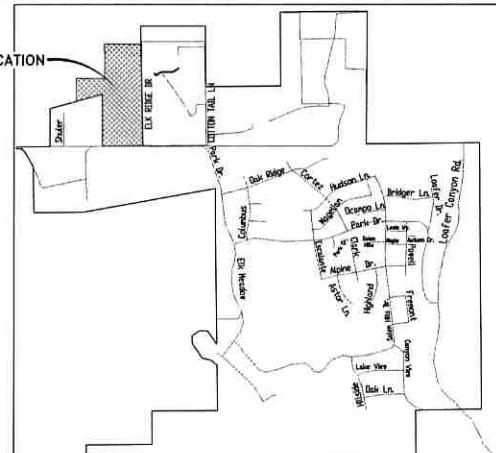
ANNEXATION PLAT

HASKELL DRYLAND

ANNEXATION

ELK RIDGE CITY, UTAH COUNTY, UTAH

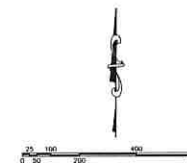
SITE LOCATION



VICINITY MAP

-NTS-

ANNEXATION LOCATION
EXISTING ELK RIDGE CITY BOUNDARY



(24"x36")
SCALE 1" = 200'
(11"x17")
SCALE 1" = 400'

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.15	N 89°50'00" E
L2	219.71	S 00°34'27" E
L3	155.34	S 01°26'47" E
L4	10.18	S 89°50'00" W
L5	125.00	S 00°10'00" E
L6	12.97	N 89°50'00" E
L7	31.86	S 01°29'47" E

EAST 1/4 CORNER
SECTION 22, TOWNSHIP
9 SOUTH, RANGE 2
EAST, SLB&M

UTAH COUNTY RECORDER SEAL	COUNTY SURVEYOR SEAL	SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
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Exhibit B
Annexation Ordinance
(Will be added once the ordinance is written and approved)