

# RESOLUTION 01-02-2015

## A RESOLUTION OF SANTAQUIN CITY APPROVING AN ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND ROWLEYS SOUTH RIDGE FARMS AND ROWLEYS SOUTH RIDGE FARMS INC

**WHEREAS**, on July 21<sup>st</sup>, 2009, Rowley's South Ridge Farms and Rowley's South Ridge Farms Inc (the "Petitioners"), who own certain real property adjacent to the City of Santaquin, petitioned to annex the real property described in Exhibit A (the "Property") to the City; and

**WHEREAS**, the area proposed for annexation lies within the City's current Annexation Policy Plan and General Plan areas, which outline goals and policies for protecting and supporting agriculture operations, such as those found on the Property; and

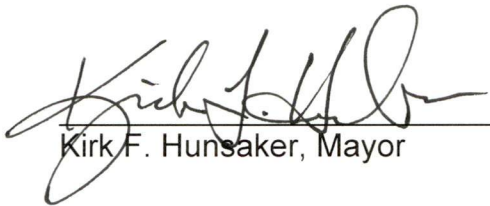
**WHEREAS**, Santaquin city recognizes the positive contribution the Petitioners make to the Santaquin City quality of life and community character through their agriculture operations; and


**WHEREAS**, Both Santaquin City and the Petitioners recognize a mutually beneficial opportunity to work together; and

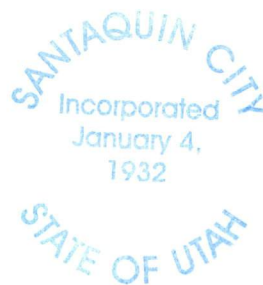
**WHEREAS**, the Parties desire now to enter into a development agreement to establish parameters for further development of the Property;

**THEREFORE, LET IT BE RESOLVED**, that the governing body of Santaquin City approves an agreement between Santaquin City and Rowley's South Ridge Farms and Rowley's South Ridge Farms Inc to establish development standards for their Property, which are attached hereto, and made part hereof, as Exhibit A.

Approved the 4<sup>th</sup> day of March, 2015.

  
Kirk F. Hunsaker, Mayor

  
Susan B. Farnsworth, City Recorder



## ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY, ROWLEYS SOUTH RIDGE FARMS, AND ROWLEYS SOUTH RIDGE FARMS INC

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the 4<sup>th</sup> day of March, 2015, by and between Rowleys South Ridge Farms and Rowleys South Ridge Farms, Inc. (**Current Owners of Record**), (hereinafter referred to as the “Petitioner”), and Santaquin City, a fifth class city of the State of Utah (hereinafter referred to as the “City”), (together, the “Parties”).

### RECITALS

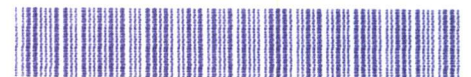
- A. WHEREAS, on July 31, 2009, Petitioner and other owners of real property filed a Petition with the City (the “Petition”), formally requesting the annexation of approximately 62.39 acres of property adjacent to the City (hereinafter collectively referred to as “the Property”), which is more particularly shown and described in Exhibit A.
- B. WHEREAS, on August 5, 2009, the City Council moved to accept the Petition.
- C. WHEREAS, on August 5, 2009, the City Recorder certified the Petition pursuant to the provisions of Utah Code Ann. § 10-2-405(2).
- D. WHEREAS, on September 16, 2009, the Santaquin City Council held a public hearing to receive public input concerning the proposed annexation, which public hearing was properly scheduled and noticed in accordance with Utah law.
- E. WHEREAS, notwithstanding Petitioner has no present plans to develop the Property, the Parties intend to enter into this Agreement to finalize the annexation and zoning of the Property, and to establish development parameters for the development of any Project in the event that Petitioner and any of their successors or assigns undertake such development.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter 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 that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **“After Acquired Property”** means any and all of the Property that has been or will be acquired by Petitioner after the date hereof.
- 1.2 **“Applicant”** means the person or entity that applies for the development of a Project.





- 1.3 **“Annexation Petition”** means that certain Petition for annexation to the City dated July 31, 2009 and certified by the City Recorder on August 5, 2009.
- 1.4 **“Design Guidelines”** means Santaquin City Standard Specifications and Drawings, adopted by Santaquin City on June 20, 2012, pursuant to Resolution No. 05-01-2012, together with any subsequent amendments thereto.
- 1.5 **“Existing Home Sites”** means the three existing residential dwellings on the Property which include a 1.5 acre site and two ½ acre sites as illustrated in Exhibit B of this agreement.
- 1.6 **“New Home Sites”** means three new building sites anticipated to be developed on the Property, none of which shall exceed ½ acre in size.
- 1.7 **“Owners”** means the owners of the Property, or any part thereof, as indicated on the tax records of Utah County.
- 1.8 **“Project”** means any portion of the Property proposed for development by the Petitioner or any successors or assigns thereof.

## **SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES.**

### **2.1 General Rights and Responsibilities of Petitioner**

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Petitioner accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, the City agreeing and representing that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Petitioner acknowledges that the development of any Project within the Property will require 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. Petitioner agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Construction Mitigation.** Prior to any development of the Property, Petitioner shall provide measures in accordance with City Design Guidelines and ordinances, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within the Property. Additional reasonable site-specific mitigation measures may be required.

2.1.3 **Subsequent Applications Under Future Development Code.** Without waiving any rights granted by this Agreement, Petitioner may, from time-to-time or at any time, choose to submit some or all of the Property for development under the version of the City’s Development Code in place at the time of the application.

2.1.4 **Vested Rights in Development.** Subject to the provisions of this Agreement, Petitioner shall have the vested right for a term of ten (10) years from the execution of this

Agreement, to develop three (3) new Home Sites on the Property, which shall be in addition to the Existing Home Sites on the Property. The New Home Sites shall comply with all City land use ordinances in effect on the date that a complete application is submitted to the City for their development. Land use regulations which are applicable to a future Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to applicable building codes, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

2.1.5 **After Acquired Property.** Petitioner agrees that its rights and obligations under this Agreement shall apply to any and all After Acquired Property as defined herein.

## 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 the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Petitioner's detriment may render the City liable to such remedies as may be available to Petitioner under such circumstances. The City acknowledges that a portion of the Owner's property is currently within an Agriculture Protection Area, which, so long as such designation remains in place, provides Owners certain legislative protections afforded under Title 17, Chapter 41 of the Utah State Code, as may be amended from time to time.

2.2.2 **Compliance with City Requirements and Standards.** Petitioner expressly acknowledges that nothing in this Agreement shall be deemed to relieve him of his obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project, in effect at the time of development approval, including the payment of unpaid 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 the City. Petitioner specifically acknowledges that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property, and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 **Power of Eminent Domain.** The City agrees that in the event that Petitioner needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Petitioner, may *consider* exercise of its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Petitioner so requesting.



2.2.4 **Property to Become a Part of Santaquin City.** Upon annexation, the Property shall become, for all purposes—including government, taxation, municipal services and protection, and consideration in all municipal matters—a part of Santaquin City. Development therein, and the residents and occupants thereof, shall be treated in all respects as is any other development, resident, or occupant of Santaquin City.

2.3 **Recording.** The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

### SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

#### 3.1 Water

##### 3.1.1 Petitioner's Obligations.

3.1.1.1 **Water System.** The Applicant for development of any Project, shall design, build and dedicate to the City an adequate water delivery system according to City specifications and standards, including all distribution lines, for the Project, including all fire flow and irrigation needs. All facilities necessary to provide a water system installed by Applicant within a Project, upon acceptance by the City, shall be owned, operated and maintained by the City unless such system is to be privately owned, operated and maintained. Should an Applicant for a Home Site choose to utilize a private water system, such system shall comply with City private water system standards, including, but not limited to, appropriate pipe sizing and fittings necessary to connect the private system to the Santaquin City water system in the future. The obligations of Applicant or its successors or assigns shall include the construction of water distribution lines outside any Project and outside the Property as necessary to connect to the existing Santaquin City water system. Applicant shall be similarly responsible for such infrastructure at such time as any portion of a Project is developed.

3.1.1.2 **Satisfaction of Water Rights Requirement.** Petitioner hereby asserts that it is familiar with Santaquin City Code §8-1-10 A.2 and hereby agrees that prior to either approval of a preliminary plat for, or issuance of a building permit on, the Parcel or any parcel of property that is included in a Project, the owner of the subject parcels shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. This water dedication requirement shall also apply to any existing residential, agriculture or commercial uses on the Property, which may desire to hookup to the City culinary or pressure irrigation systems. Hookups for existing uses will only be allowed after dedication of water, or money in lieu of water payments, equivalent to the area being serviced by the connection. For platted agriculture properties which will remain on private irrigation systems, but connect to the City culinary system, the amount of water to be dedicated shall be equivalent to state average residential indoor water usage until such time as the associated farming operations change use, are further developed/platted, or connection to the public irrigation system is made, at which point the full amount of water required per platted acre of development shall be turned over to the City. The City, in its sole discretion, shall

determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights for the remainder of the Property. The City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.1.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.1.1.2) and payment of impact fees, the City shall provide all use areas served by such infrastructure within a Project with water service at a level generally provided to other areas of the City.

### 3.2 **Sanitary Sewer Service and Facilities**

3.2.1 **Petitioner's Obligations.** In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of any Project, Petitioner voluntarily agrees as follows:

3.2.1.1 **Easements and Installation.** Petitioner shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities, located within the Project as the City determines to be necessary.

3.2.1.2 **Construction of Sewer Infrastructure.** Each Applicant for the development of a Project shall install, at its sole expense, all sewer lines and other infrastructure improvements which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements. The Parties acknowledge that the Home Sites may be beyond the 300 feet proximity standard necessitating connection to the city system at this time. The City will not be obligated to construct sewer facilities to any portion of the Property or any Project at any particular time; rather, timing of sewer system improvements shall be at the sole discretion of the City. Owner agrees to connect, at Owner's expense, each Home Site to any future public sewer system once such facilities are located within 300 feet of that Home Site.

3.2.1.3 **Payment of Sewer Impact Fees.** All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.2.2 **City Obligations.** Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Property, sanitary sewer service at a level generally provided to other areas of the City.

### 3.3 **Transportation and Traffic Mitigation**



3.3.1 **Applicant's Obligations.** Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.3.1.1 **Plans and Permits.** Prior to any development of a Project, the Applicant shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

3.3.1.2 **Roads Within a Project.** In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. Projects including, but not more than, the three New Home Sites, may utilize the City's rural private lane and rural public road standards for access. Prior to the construction of any of the improvements described herein, the Applicant shall obtain the City's written approval of all plans, drawings and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

3.3.1.4 **Sidewalk, Curb and Gutter.** Each Applicant for development of a Project shall construct, at its sole expense, all Curbing & Pedestrian Pathways that may be required by the City in connection with the approval of any final subdivision or development plat, or building permit. Recognizing that the Existing and New Home Sites may be located on private roads, owners of the Home Sites agree to pay for their proportionate amount of curb, gutter, sidewalk or other public road improvements, at such time that those improvements are constructed.

3.3.2 **City Obligations.**

3.3.2.1 **Dedication.** The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

3.4 **Utilities.**

3.4.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible for the provision of all utility infrastructure within the Project, including (but not necessarily limited to) the following:

3.4.1.1 As provided in § 3.1 hereof, culinary and secondary water systems, including all appurtenances;

3.4.1.2 As provided in § 3.2 hereof, sewer and sanitary systems;

3.4.1.3 Runoff and storm drainage;

3.4.1.4 Natural gas;

3.4.1.5 Electricity;

3.4.1.6 Street lighting; and

3.4.1.7 Telecommunications.

3.4.2 **Easements, Rights-of-Way, Etc.** Petitioner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.4.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in the Project.

3.4.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All such utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Applicant.

## SECTION IV. ZONING

### 4.1 Amendment of the Santaquin Zoning Map.

4.1.1 **Initial Zoning.** Upon Annexation of the Property, the Santaquin City Zoning Map shall be amended to include the Property in three different zones: Agriculture Zone, R-43 Zone, and R-20 Zone. The placement of these three zones shall be as depicted in Exhibit C of this Agreement.

4.1.2 **Agriculture Protection Area.** The City further recognizes that upon completion of the annexation process, the current Agriculture Protection Area designation will be reviewed by Utah County for continuance of such designation. The City will provide recommendations in support of Petitioners to retain such designation. In the event such designation is withdrawn by Utah County, the City will accept, at no cost, an application to create such Agriculture Protection Area within the boundaries of the City's jurisdiction, as allowed under City Code §10-7N, as may be amended from time to time.

## SECTION V. 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 inure 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 Property to which the successor holds title, or which would apply to the Petitioner 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 Property.

5.2 **Transfer of Property.** Petitioner shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in a Project or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Petitioner's rights 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) each Project is a private development; (ii) City and Petitioner hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Petitioner; and (iii) nothing contained herein shall be construed as creating any such relationship between City and Petitioner.

5.4 **Consent.** In the event this Agreement provides for consent from the City or the Petitioner, 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.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, upon request by Petitioner, or with notice to Petitioner and Petitioner's consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Petitioners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Petitioner of an itemized list of costs, expenses, and fees.

## SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is 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 Petitioners, and by legal counsel for the City, 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 a Petitioner to any other party, individual or entity without assigning the obligations as well as the rights under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 **Governing Law, and Dispute Resolution, and Attorneys' 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 or any other binding or adjudicative dispute resolution process. 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; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) 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 Utah County, State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. 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 legal counsel by reason of the default of another Party, the nondefaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration. 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 registered or certified mail, return receipt requested, or by facsimile. If given by registered or 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 registered or 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. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. 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 address set forth below:

If to City to:

*Santaquin City Recorder  
45 West 100 South  
Santaquin, UT 84655  
Facsimile: (801) 754-3526*

Copy to:

*Brett B. Rich, Esq.  
Nielsen & Senior  
15 W. South Temple, Suite 1700  
Salt Lake City, Utah 84101  
Email: bbr@ns-law.com*

If to Petitioners to:

Rowleys South Ridge Farms  
901 South 300 West  
Santaquin, UT

6.9 **Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twelve (12) pages, including notary acknowledgment forms, and one (1) additional exhibit, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Legal description of the Property
Exhibit B	Map of Existing Home Sites
Exhibit C	Map of Proposed Zoning

6.10 **Duration.** This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, but shall not exceed ten (10) years from the execution of this Agreement. In the

event that less than all obligations hereunder have been satisfied this agreement shall expire and any further development of the Property shall proceed in accordance with all applicable laws and ordinances in effect at the time of a completed application for a project, including the requirements for dedication of water rights.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the 4<sup>th</sup> day of March, 2015.

(Signature Page to Follow)



SANTAQUIN CITY



Kirk F. Hunsaker  
Kirk F. Hunsaker, Mayor

ATTEST:

Susan Farnsworth  
Susan Farnsworth, City Recorder

APPROVED AS TO FORM:

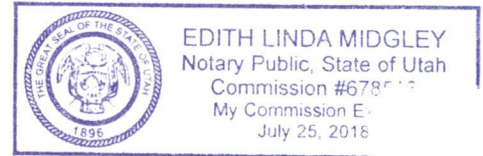
Brett B. Rich  
Brett B. Rich, City Attorney

**Petitioner: Rowleys South Ridge Farm**

Tod Rowley  
Print

[Signature]  
Signature

STATE OF UTAH )  
  :SS  
COUNTY OF UTAH )



On this 11 day of March, 2015, before me personally appeared (Petitioner Name) Tod Rowley, personally known to me, who after being duly sworn acknowledged to me that he executed this document. Witness my hand and official seal.

[Signature]  
Notary Public

**Petitioner: Rowleys South Ridge Farm Inc**

Tod Rowley  
Print

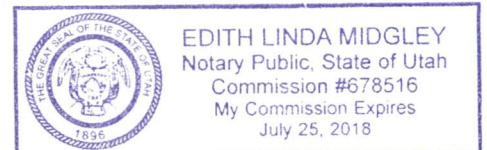
[Signature]  
Signature

STATE OF UTAH )  
  :SS  
COUNTY OF UTAH )

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On this 11 day of March, 2015, before me personally appeared (Petitioner Name) Tod Rowley, personally known to me, who after being duly sworn acknowledged to me that he executed this document. Witness my hand and official seal.

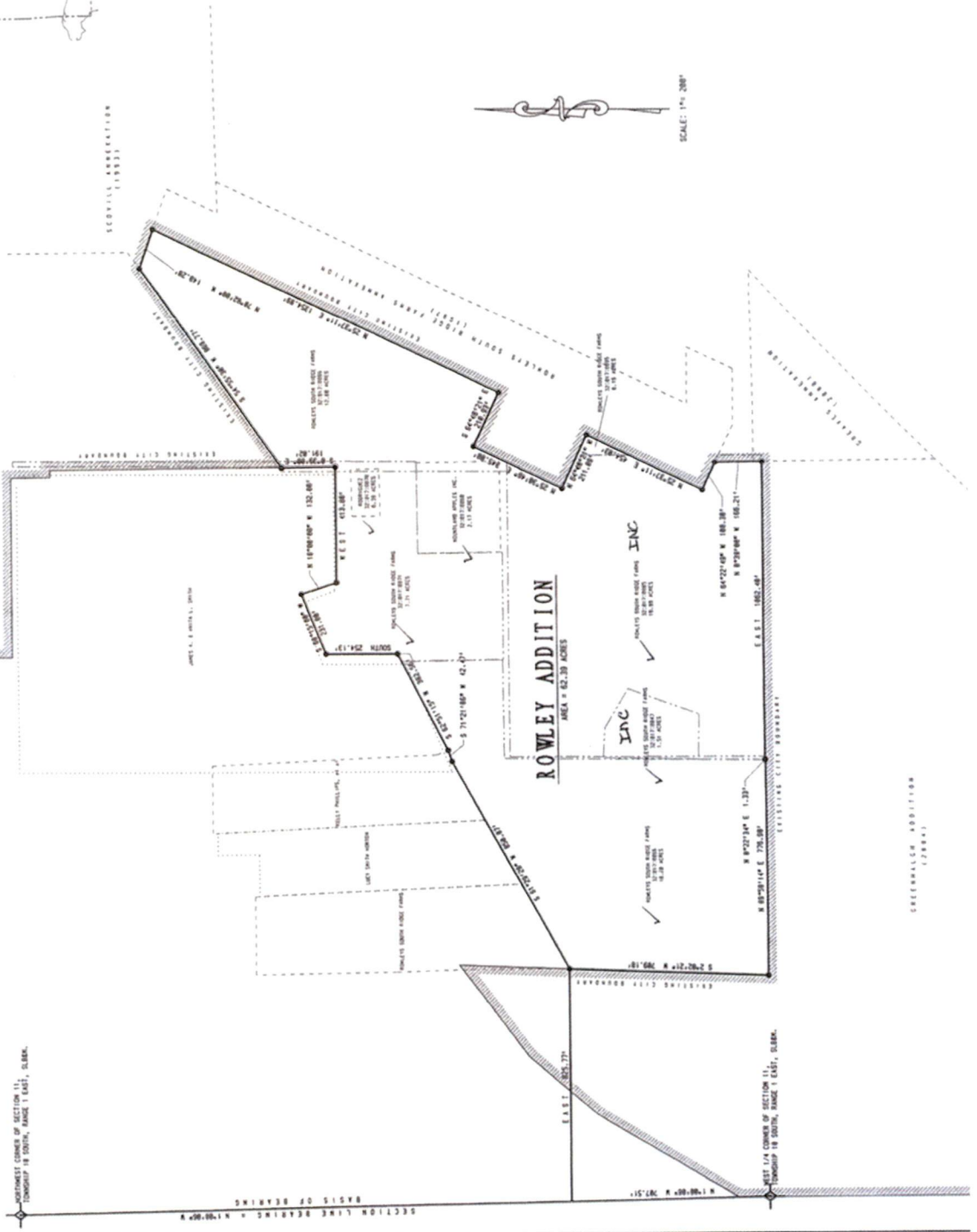
[Signature]  
Notary Public



# Exhibit A: Property Description

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## VICINITY MAP



SCALE: 1" = 200'

SECTION LINE BEARING = N 17° 00' 00" W  
 DISTANCE = 110.00 FT

SECTION LINE BEARING = N 17° 00' 00" W  
 DISTANCE = 110.00 FT

SECTION LINE BEARING = N 17° 00' 00" W  
 DISTANCE = 110.00 FT

GREENHAWK ADDITION  
 (2004)



Exhibit A: Property Description

**BOUNDARY DESCRIPTION**

COMMENCING NORTH 1°08'06" WEST 707.51 FEET ALONG THE SECTION LINE AND EAST 025.77 FEET FROM THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
S 2°02'21" W	709.10'	ALONG THE EXISTING CITY BOUNDARY LINE
N 89°58'14" E	776.90'	ALONG THE EXISTING CITY BOUNDARY LINE
N 0°22'34" E	1.33'	ALONG THE EXISTING CITY BOUNDARY LINE
E A S T	1062.40'	ALONG THE EXISTING CITY BOUNDARY LINE
N 0°39'00" W	166.21'	ALONG THE EXISTING CITY BOUNDARY LINE
N 64°22'49" W	100.30'	ALONG THE EXISTING CITY BOUNDARY LINE
N 25°37'11" E	454.03'	ALONG THE EXISTING CITY BOUNDARY LINE
N 64°48'21" W	211.09'	ALONG THE EXISTING CITY BOUNDARY LINE
N 25°38'46" E	345.00'	ALONG THE EXISTING CITY BOUNDARY LINE
S 64°48'21" E	210.93'	ALONG THE EXISTING CITY BOUNDARY LINE
N 25°37'11" E	1354.89'	ALONG THE EXISTING CITY BOUNDARY LINE
N 70°02'00" W	148.20'	ALONG THE EXISTING CITY BOUNDARY LINE
S 54°55'30" W	069.77'	ALONG THE EXISTING CITY BOUNDARY LINE
S 0°39'00" E	191.02'	
W E S T	413.00'	
N 18°00'00" W	132.00'	
S 68°15'00" W	231.00'	
S O U T H	254.13'	
S 62°51'15" W	382.56'	
S 71°21'06" W	42.47'	
S 61°29'28" W	050.07'	TO THE POINT OF BEGINNING.
		AREA = 62.39 ACRES

BASIS OF BEARING = UTAH COORDINATE BEARINGS, CENTRAL ZONE. N 1°08'06" W BETWEEN THE WEST 1/4 CORNER AND THE NORTHWEST CORNER OF SECTION 11, T 10 S, R 1 E, S.L.B. & H.

*Barry L. Prettyman*  
 SURVEYOR

*May 14, 2009*  
 DATE

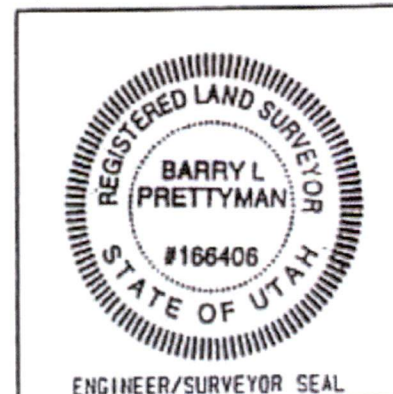




Exhibit B: Map of Existing Home Sites

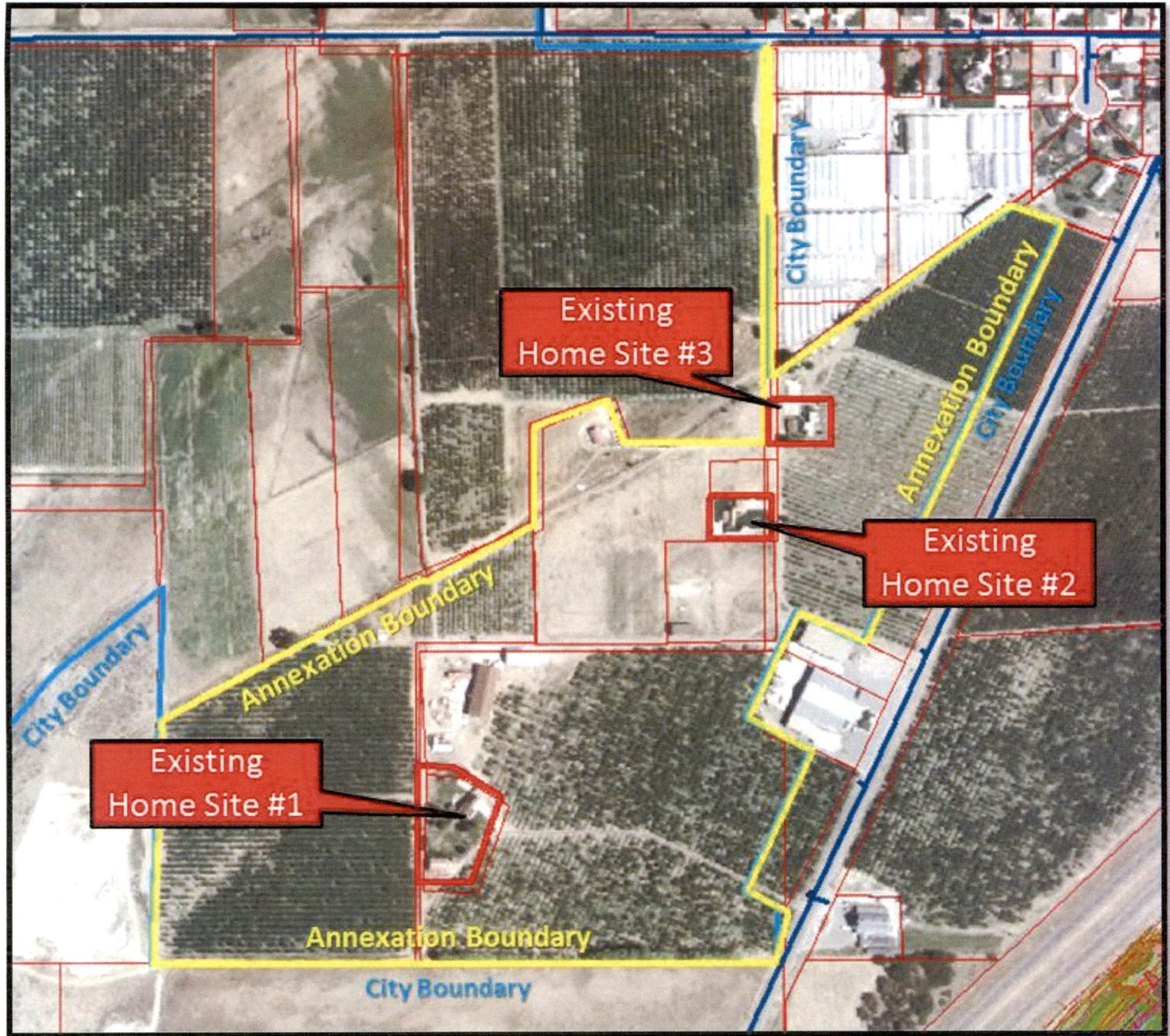
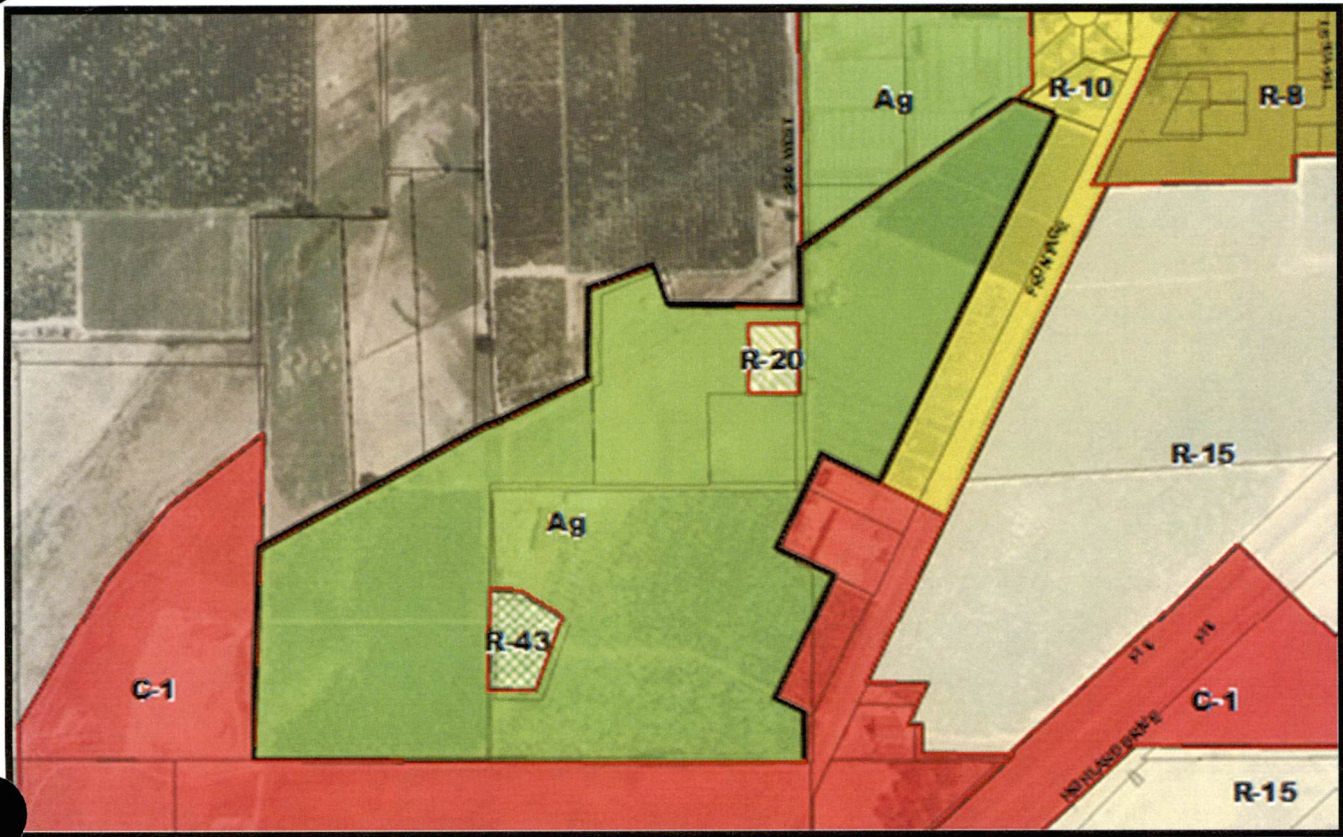




Exhibit C: Map of Proposed Zoning



Legal Descriptions for Zone Areas

**R-43 Zone**

Consisting of that property identified by Utah County serial number 32:017:0047.

**R-20 Zone**

A contiguous area generally consisting of

1. That property identified by Utah County serial number 32:017:0070; and
2. The following described portion of parcel serial number 32:017:0071:

Commencing 2658.97 feet west and 1316.06 feet south of the Northeast Quarter of Section 11, Township 10 South, Range 1 East, Salt lake base and Meridian; thence South 89°01'47" West 169.5 feet; thence South 1°01'16" East 131.42 feet; thence North 89°42'44" East 169.46 feet; thence North 1°01'16" West 133.43 feet to the point of beginning. Containing 0.5151 acres +/-.

**Ag Zone**

Consisting of that portion of property identified by Utah County serial number 32:017:0071 which is not included in the R-20 zone, as noted above, and those parcels identified by Utah County Serial numbers 32:017:0096, 32:017:0085, 32:017:0068, 32:017:0066. Any portion of the Property not previously described above.