RESOLUTION NO. R-25-2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE BUTTERFIELD ANNEXATION AGREEMENT

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the proposed Butterfield Annexation Agreement as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

- 1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Butterfield Annexation Agreement, as set forth in Exhibit A.
- 2. The Butterfield Annexation Agreement is hereby approved as set forth more specifically in Exhibit A.
- 3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 17th day of November, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC

City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 17^{th} day of November, 2020.

Those voting aye:	Those voting nay:	Those excused:
Donna Burnham	□ Donna Burnham	□ Donna Burnham
Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
	Fionnual	a B. Kofoed, MMC
	City Rec	a Bakoroed, MIMC
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		20
Posted to City bulletin boards or	1 11/20/2020	by

Exhibit A

ANNEXATION AGREEMENT

This Annexation Agreement (the "Agreement") is made and entered into by and among Eagle Mountain City (the "City") and Scenic Development Group, LLC, a Utah limited liability company and Shirley Butterfield, Ltd., a Utah Limited Partnership (together "Owners"). (The City and Owners are collectively referred to herein as the "Parties.")

RECITALS

- A. Owners own or have an interest in approximately 163.22 acres real property designed as Utah County Parcel No. 58:044:0011 and approximately 41.47 acres real property designated at Utah County parcel No. 58:044:0012 (the "**Property**").
 - B. The Property is currently located in unincorporated Utah County, Utah.
- C. Owners have filed a Petition for Annexation with the City to annex the Property into the City.
- D. The City desires to annex the Property to the City, on the terms and conditions set forth herein.
- E. The City finds that the annexation of the Property will further the orderly growth of the City, increase its tax assessable values, and be in the best interest of the City.
- F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (Utah Code Ann. § 10-9a-101, et seq.) ("LUDMA"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed annexation of the Property, and, in the exercise of its legislative discretion, has determined to approve this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Owners and City hereby agree as follows:

1. AUTHORITY

a. The Eagle Mountain City Council ("Council") has found that annexing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, providing for the orderly growth of the City. The City Council finds that annexing the Property is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

b. The Owners represent that they are all of the owners of the Property and those signing in a representative capacity are authorized by the respective Owners to execute this agreement.

2. ANNEXATION

Owners have filed a petition for annexation with the City (the "Annexation Petition"), which was accepted by the City on or about __Jwly__16,__Www____. A copy of the annexation petition is attached hereto as Exhibit A. In accordance with Utah law, the City may grant the petition and annex the Property if no protests are filed by _AWMSt__14,__Www__. If one or more protests are filed during the designated protest period with respect to the Annexation Petition and the Owners determine to oppose the protest, then the City agrees to cooperate with the Owners and pursue opposition to the protest, and the Parties shall be responsible for their own costs and expenses to pursue such opposition.

3. ZONING OF PROPERTY

Pursuant to authority granted to the City by Utah Code Ann. §10-9a-506 (which authorizes the City to designate a land use zone for annexed property), the City agrees to approve a land use zone(s) for the Property as set forth on attached <u>Exhibit B</u>. The land use designation of the Property shall be part of or in conjunction with the Annexation Ordinance.

4. GENERAL PROVISIONS

- a. <u>Police Powers</u>. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by City of any fee which is of uniform or general application.
- b. <u>Partnership</u>. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Property Owners and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- c. <u>Cooperation</u>. In the event that the annexation of the Property or any portion thereof is voided by final action of any court, the City and Owners shall cooperate to cure the legal defect(s), and upon such cure, this Agreement shall be deemed to be an Agreement to annex the Property to City.
- d. <u>Amendment</u>. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

- e. <u>Term</u>. This Agreement shall terminate and expire one (1) year from the effective date of the annexation. Thereafter, so long as the Property is located within the municipal boundaries of City, it shall continue to be subject to the charter, ordinances, and rules and regulations of City. The parties agree that the zoning of the Property as establish in paragraph 3 shall survive termination of this Agreement.
- f. <u>Rights and Remedies</u>. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- g. <u>Severability</u>. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- h. <u>Exhibits</u>. All exhibits annexed to this Agreement and recitals are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits, writings, and recitals.
- i. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first executed below.

DATED this 19 day of November, 2020.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:		OR ORATE SE
By: Fionpuala B. K	L. B. Land Cofoed, City Recorder	EAGLE
Approved as to for City Attorney	rm:	STATE OF UTEN
DATED this	day of	
		SCENIC DEVELOPMENT GROUP, LLC
		By:
		Print Name:
		Title:
DATED this	day of	_, 2020.
		SHIRLEY BUTTERFIELD, LTD
		By:
		Print Name:
		Title:

ATTEST:	
By:Fionnuala B. Kofoed, City Recorder	
Approved as to form:	
City Attorney	
DATED this 7 day of Documber	2020.
	SCENIC DEVELOPMENT GROUP, LLC By: SANDERS ACHER Print Name: KIMEN RINOUSBACHER Title: Manager
DATED this day of	
	By: Jay Butterfield, LTD Print Name: Jay Butterfield Title: Trustee

Exhibit A



Eagle Mountain City Petition for Annexation

JUN 0 2 2020

CITY RECORDERS OFFICE

Annexation Name:		Butterfield Property
		est corner of the "North Benches" as shown in the Eagle
Mountain Annexation Area, Future Lan	d Use &	Transportation map
		58:044:0012
Total Acreage: 204.69		
Is any property within the proposed an	nexatio	n area:
Defined as rural real property:	⊠ No	☐ Yes – List Parcel Number(s):
Within an Agriculture Protection Area:	☑ No	☐ Yes – List Parcel Number(s):
Located in the Eagle Mountain City Ann	exation	Policy Plan: ☐ No ☑ Yes
Requested Zone: Agricultural/Rural Der	sity Tw	o
Percentage of private real property with	hin the I	proposed annexation area represented by the signatures
of the owners: 100%		
Percentage of the value of private real	proper	ty within the proposed annexation area represented by
the signatures of the owners: 100%		
Name of Annexation Contact Sponsor: S	Scenic D	evelopment Inc.
Mailing Address: 14572 South 790 W St	e A100	Bluffdale, Utah, 84065
Telephone: 801.253.1237; 801.864.295	2	Email: braiden@scenicdev.com
Name of Engineer or Licensed Land Surv	/eyor: Ja	ason Thompson
Company Name: JT Engineering		
Telephone: 801-866-7702		Email: jason@jtengpc.com

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Eagle Mountain City, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, as amended;

- 2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Eagle Mountain City, and the annexation thereof will not leave or create an unincorporated island or peninsula; and
- 3. That the signatures affixed hereto are those of the owners of private real property that:
 - a. Is located within the area proposed for annexation;
 - b. Covers a majority of the private land area within the area proposed for annexation;
 - c. Is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation, as shown by the latest tax assessment rolls of Utah County; and

	Boundary Line
	Land Use & Transportation map. Directly West of the Arrival Subdivision's North-West
	corner of the "North Benches" as shown in the Eagle Mountain Annexation Area, Future
d.	Is described as follows (describe approximate location): Adjacent to the North-west

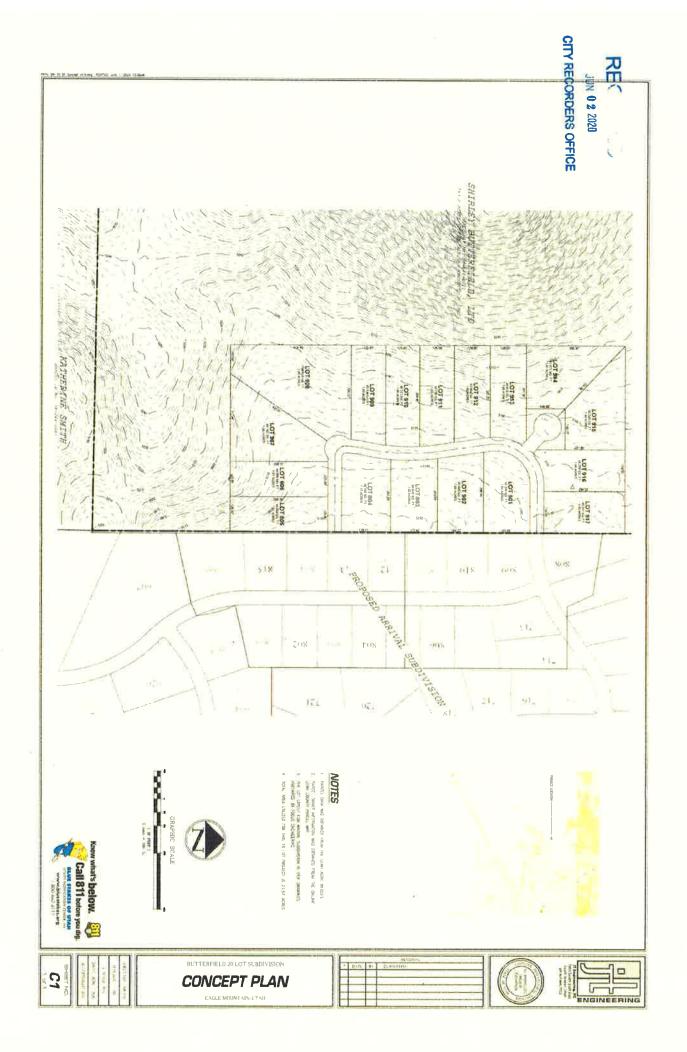
and is more specifically described in the included legal description.

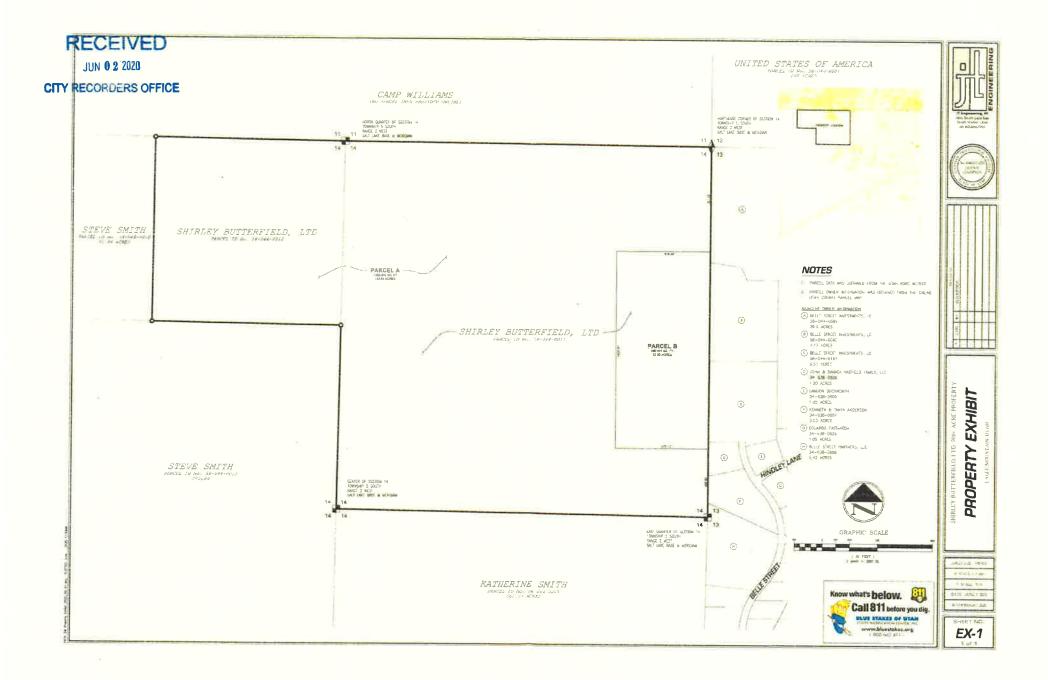
- 4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the Contact Sponsor, with the mailing address of each sponsor being indicated;
- 5. That the petition does not propose annexation of all or part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted; and
- 6. That this petition does not propose annexation of an area that includes all or part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103, Utah Code Annotated, or a petition under Section 10-2-125, Utah Code Annotated.

The petitioners further file herewith the following items:

- 1. An ownership plat map showing all property owners in Eagle Mountain City within five hundred (500) feet of the proposed annexation and one quarter (1/4) mile of the annexation in the unincorporated area of Utah County;
- 2. One 24" x 36" and one 11" x 17" of the accurate annexation plat map prepared by a licensed surveyor of the area proposed for annexation identifying each parcel and labeling each parcel with the owner's name, tax identification number, and acreage. NOTE: A mylar is required to be submitted following approval by the City Council; and
- 3. Legal description of the area proposed for annexation;

Sponsors	of Petition
Jay Butterfield	93/60
Jay Butterfield 12256 So 4000 W Reverto	My Signature Sycoge
Sponsor Address	
Kelly Butterfield	Kelly Butterfulet
Kelly Butlevfield Name 12256 S. 4000 W Riverton,	UT 84094 Signature
Sponsor Address	
Name	Signature
Sponsor Address	
Name	Signature
Sponsor Address	
Name	Signature Signature
Sponsor Address	
STATE OF UTAH)	
)ss:	
COUNTY OF UTAH) Webec	
On the 20 day of May Kelly Poster	, 20 30 , personally appeared before me
, , , , , , , , , , , , , , , , , , , ,	, the signers of the foregoing
locument, and acknowledged to me that they executed	the same. Michellona
MICHELLE LOVELAND	E 20 2020
Notary Public, State of Utah Commission # 689442	Notary Public
My Commission Expires On May 25, 2020	My commission expires: $\beta - \lambda \beta = \lambda 0.20$





Acknowledgment of Limited Power of Attorney

1 Tay Butterfield as a 1110 (Name)	of Shirley Butterfield LTD. (Title)
And	H
I Kelly Butlerfield as a 11. (Name)	of Shirley Butterfield LTD. (Title)
	t Inc. or its representatives have authority to act on cels currently located in the Unincorporated Area of
Parcel(s) Numbers: 58:044:0011; 58:044:0012	
Jay Butter Field	Kelly Butterfield
(Name)	(Name) Butterfield
(Signature)	(Signature)
(Date)	(Date)
STATE OF UTAH) ss: COUNTY OF UTAH)	
On the 20 day of My	, 20, personally appeared before
Tay Butterfield, Kelly Butter	
document, and acknowledged to me that they execut	, the signers of the foregoing ted the same.
MICHELLE LOVELAND Notary Public, State of Utah Commission # 689442 My Commission Expires On May 25, 2020	Notary Public My commission expires: 5 25 2020

My commission expires: 5 25 2020

Addresses within 500 ft of 40 acre Parcel

580440012 SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011 SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440010 SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440013 SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043

Addresses within 500 ft of 160 acre Parcel

346380633 EAGLE MOUNTAIN CITY	1650 E STAGECOACH RUN	EAGLE MOUNTAIN	UT	84005
346380606 JOHN D & DANACA HADFIELD FAMILLY LLC	1450 W 1850 N	LEHI	UT	84043
346380608 BELLE STREET PARTNERS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
346380605 DUCKWORTH - LANDON	1777 HIDDEN HILL RD	EAGLE MOUNTAIN	UT	84005
346380607 ANDERSON - KENNETH THERON & TANYA MARIE	9525 N BELLE ST	EAGLE MOUNTAIN	UT	84005
580440009 SMITH - KATHERINE LYNN & KATHERINE LYNN	9303 W 8800 N	LEHI	UT	84043
580440163 BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440001 UNITED STATES OF AMERICA	650 CAPITOL MALL	SACRAMENTO	CA	95814
580440012 SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440011 SHIRLEY BUTTERFIELD LTD	12256 S 4000 W	RIVERTON	UT	84096
580440013 SMITH - STEVEN GEORGE & STEVEN G	9200 W 8570 N	LEHI	UT	84043
580440089 BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005
580440090 BELLE STREET INVESTMENTS LLC	3688 E CAMPUS DR STE 100	EAGLE MOUNTAIN	UT	84005

Exhibit B

