

STATE OF UTAH



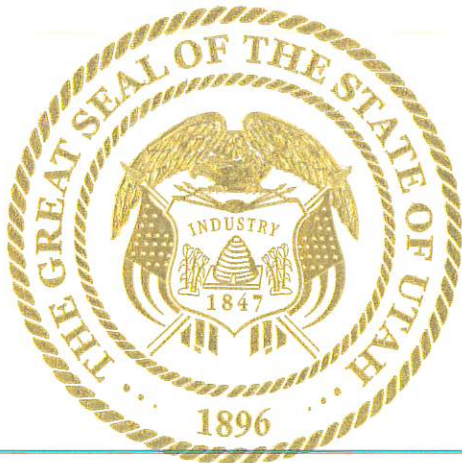
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation known as the DANDI ANNEXATION, located in HIGHLAND CITY, dated JULY 3, 2024, complying with §10-2-425, Utah Code Annotated, 1953, as amended.

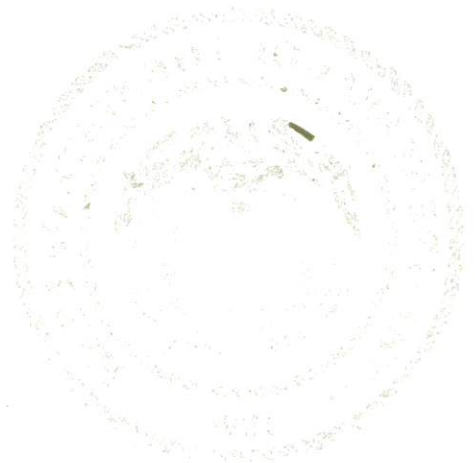
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the DANDI ANNEXATION, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 15th day of July, 2024 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor



Highland City
5400 W Civic Center Dr., Ste 1
Highland, UT 84003
(801) 756-5751
www.highlandcity.org

Sent Via Email
annexations@utah.gov

Submitted via
entityregistry.ut.gov

**NOTICE OF IMPENDING BOUNDARY ACTION
HIGHLAND CITY, UTAH**



July 3, 2024

Utah State Lt. Governor's Office
Utah State Capitol Complex #220
PO Box 142325
Salt Lake City, UT 84114-2325

RE: Annexation with Highland City in Utah County (Dandi Annexation)

Honorable Lt. Governor:

Pursuant to UCA 10-2-425, Highland City as the Local Entity hereby gives notice to the Lieutenant Governor of its intent to annex territory into the boundaries of Highland City and requests the issuance of a Certificate of Annexation.

I, Stephannie Cottle, City Recorder for Highland City, hereby certify that Highland City, Utah complied with all requirements applicable for annexation of territory. Ordinance No. O-2024-06 and the Annexation Plat are attached.

If approved, please send the Certificate of Annexation to:

Highland City
Stephannie Cottle, City Recorder
5400 W Civic Center Dr, Ste 1
Highland, UT 84003

If you have any questions, please feel free to contact me at (801) 772-4505 or scottle@highlandcity.org.

Sincerely,



Stephannie Cottle
City Recorder

ORDINANCE NO: O-2024-06

**AN ORDINANCE GRANTING THE DANDI PETITION FOR ANNEXATION,
APPROVING THE ANNEXATION OF CERTAIN PROPERTY, AND
AMENDING HIGHLAND CITY'S MUNICIPAL BOUNDARIES**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property into a municipality's boundaries and jurisdiction;

WHEREAS, Highland City has received a petition from Amanda Meyer, representing Chris Anderson, ("Property Owners"), owner or principal of the owner of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as shown in the map attached as Exhibit A ("Property");

WHEREAS, the Property Owners desire to have their Property annexed into the corporate limits of Highland City as outlined in the attached map;

WHEREAS, the Highland City Council has determined that the Property is within the Highland City Annexation Policy Plan, is contiguous to the Highland City municipal boundaries, and is therefore eligible for annexation;

WHEREAS, the Highland City Council accepted the Property Owners' petition for annexation for further consideration on March 19, 2024, and directed City staff to publish notice and take all required steps related to the noticing of the protest period and the calling of a public hearing related to the potential approval of the petition for annexation in accordance with the Act;

WHEREAS, the City recorder certified the petition and provided notice thereof as required by the Act on March 28, 2024;

WHEREAS, the protest period required by the Act expired on April 29, 2024, without any protests being filed;

WHEREAS, a public hearing was held regarding the petition for annexation on May 7, 2024;

WHEREAS, all notices related to the protest period and public hearing were given as required by the Act;

WHEREAS, after considering all public comments, the information and comments submitted by the Property Owners, and other appropriate matters, the City Council finds that it will be to the benefit of Highland City to grant the petition and annex the Property on the conditions set forth herein.

NOW THEREFORE, BE IT ORDAINED by the Highland City Council as follows:

SECTION 1. The City Council approves the Property Owners' petition to annex the Property into the boundaries of the City ("Annexation"), subject to the following conditions:

- a. The Annexation shall not be effective unless and until Property Owners execute and record against title to the Property the annexation agreement in substantially the form attached hereto as Exhibit B;
- b. The Annexation shall not be effective unless and until the Property Owners pay all impact fees as required and described by the annexation agreement;
- c. Upon the execution and recordation of the annexation agreement and payment of impact fees, the City recorder shall file all necessary documents with the Lieutenant Governor's office to complete the Annexation as required by the Act.

SECTION 2. Upon completion of the Annexation, the Property shall be zoned R-1-20.

SECTION 3. The mayor and city staff are directed to take all actions necessary to complete the Annexation and carry out the annexation agreement as set forth herein.

SECTION 4. This ordinance shall take effect immediately upon its adoption and publication, as required by law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 7 day of May, 2024.


Kurt Ostler
Mayor

ATTESTED:


Stephannie Cottle
City Recorder



COUNCILMEMBER

Brittney P. Bills
Ron Campbell
Doug Cortney
Kim Rodela
Scott L. Smith

YES **NO**

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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EXHIBIT A
Map of Annexed Property

EXHIBIT B
Form of Annexation Agreement

**When Recorded, Return to:
Highland City
5400 W Civic Center Dr. Ste 1
Highland, UT 84003**



ENT 31887=2024 PG 1 of 10
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 May 15 09:06 AM FEE 0.00 BY AR
RECORDED FOR HIGHLAND CITY

ANNEXATION AGREEMENT

The parties HIGHLAND CITY (“the City”), a Utah municipality and a political subdivision of the State of Utah, and DAHLIA’S HOPE NON PROFIT, INC, a Utah non-profit corporation (the “Petitioner”), enter into this Annexation Agreement (this “Agreement”), effective as of the date it is executed by the parties following the approval of the City Council (the “Effective Date”).

RECITALS

A. Petitioner owns certain real property located within Utah County that is adjacent to the municipal boundaries of the City, described as Utah County parcel 12:058:0022 and more particularly described in **Exhibit A** attached hereto (the “Property”).

B. Petitioner has requested annexation of the Property, totaling approximately 2.56 acres, into the City (the “Annexation”), in order to access City utilities and facilities and to facilitate the development and use of the Property.

C. The approval and authorization of the Annexation is a legislative decision to be made by the appropriate city bodies and officials, to which approval Petitioner has no entitlement or vested right.

D. The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “City Code”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

E. The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific requirements that will apply to the development of the Property once it is annexed into the City.

AGREEMENT

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:

1. City Obligations. All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

1.1. Annexation Approval. The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition and annex the Property into the City, which approval is subject to and conditioned on Petitioner's execution of this Agreement and Petitioner's recordation of this Agreement against title to the Property.

1.2. Annexation Protest. If Annexation is protested and goes before the Utah County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

1.3. Zoning. Upon successful Annexation, the Property shall be zoned R-1-20.

2. Petitioner Obligations.

2.1. Recordation. Petitioner shall be required, as a condition of approval of the Annexation, to record this executed Agreement against title to the Property, as a covenant and obligation running with the land, and to ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

2.2. Existing Home. There is an existing home on the Property (the "Existing Home"), which is, as of the Effective Date, is connected to the City's culinary water system but is not connected to the other City utilities, namely the City's pressurized irrigation and sewer systems (collectively, "City Utilities"). If the Annexation is approved, Petitioner shall have the following obligations regarding the Existing Home and Property:

2.2.1. Utilities. Petitioner shall be required to connect the Existing Home to City Utilities as set forth herein.

2.2.1.1. Petitioner shall bear all costs and be responsible for the extension and connection of any utility mains, lines, and other facilities required to connect the Existing Home to City Utilities in conformance with the requirements of City Code.

2.2.1.2. Petitioner shall connect the Existing Home to the City Utilities prior to or at the time Petitioner seeks to develop the Property, meaning Petitioner's seeking of any land use approval for development, construction, or other use of the Property, such as a building permit related to the Property. Petitioner agrees that the City may withhold or revoke, if issued, any approval, permit, or license for development activity to enforce this requirement.

2.2.1.3. Culinary Water. Petitioner shall not be required to dedicate water shares or rights to the City or to pay a fee in lieu of such dedication in order to connect the Existing Home to the City's culinary water system.

2.2.1.4. Pressurized Irrigation. Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever comes first. The amount of shares to be provided shall be based on the total acreage of the Property. Any private sprinkler/irrigation system on the Property shall be disconnected from the culinary system and connected to the City's pressurized irrigation system.

2.2.1.5. Sewer. Petitioner shall be required to extend a sewer main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's sewer system. In all such work, Petitioner shall comply with City Code and any regulation, code, or standard adopted by the Timpanogos Special Service District regarding sewer facilities and connections.

2.2.2. Impact Fees. Prior to the effectiveness of the approval of the Annexation, Petitioner shall pay all impact fees for the Existing Home, as if the Existing Home were being built at the time of Annexation. If Petitioner fails to do so, the approval of the Annexation shall be void.

2.3. Stormwater/Storm Drainage. Petitioner shall provide stormwater facilities, such as storm drain inlets and sumps, in connection with all required street improvements and facilities, including those set forth in Section 2.4 *below*, as required by City Code.

2.4. Streets and Related Facilities. Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

2.4.1. 9600 North.

2.4.1.1. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 9600 North (collectively, "9600 Improvements"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 9600 North to comply with the City's 66-foot, two lane minor collector street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 9600 Improvements. The 9600 Improvements shall not be considered completed until accepted by the City after inspection for compliance with City Code.

2.4.1.2. Petitioner shall complete the 9600 Improvements prior to or at the time Petitioner seeks to develop the Property, meaning Petitioner's seeking of any land use approval for development, construction, or other use of the

Property, such as a building permit related to the Property, or within four (4) years from the Effective Date, whichever occurs first.

2.4.1.3. In the event that Petitioner fails to timely complete the 9600 Improvements, the City shall, in addition to any other remedy, be entitled to withhold or revoke any land use approval related to the Property until Petitioner completes the 9600 Improvements.

2.4.1.4. At any time, the City may elect to complete the 9600 Improvements. If the City does so elect, Petitioner shall be responsible to reimburse the City for the City's costs (including administrative, legal, engineering, labor, and material costs) related to the 9600 Improvements upon the City's issuance of a demand for reimbursement, which demand shall describe in reasonable detail the incurred costs. The City may also require such reimbursement in connection with any other fee or charge assessed against or levied upon Petitioner or the Property, and the City may also condition any future approval related to the Property or the Existing Home (including approval of utility connections, building permits, and other land use applications) on Petitioner's payment of such reimbursement costs.

2.5. American Fork Irrigation Ditch. Petitioner shall work with the American Fork Irrigation Company to pipe, remove, or fill the American Fork Irrigation ditch and ditch facilities located on the northwest corner of the Property ("Ditch"). The decision of what to do with the Ditch facilities shall be made by the irrigation company. Petitioner shall complete all work related to the Ditch in connection with the improvements to 9600 North, and Petitioner shall be subject to and shall comply with the conditions, timing, and reimbursement terms that apply to 9600 North described in Section 2.4.1 *above*.

2.6. Waiver of Rights. By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the utility, street, and Ditch improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code.

3. Fees. Petitioner agrees to pay all applicable fees of the City, Timpanogos Special Service District, American Fork Irrigation Company, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, construction and excavation permit fees, and application fees.

4. Infrastructure Costs and Standards. Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

5. Reserved Legislative Powers.

5.1. This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the zoning of the Property.

5.2. Both Parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall be voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

7. Covenants Running with the Land. The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement, which pertain to the portion of the Property to which the successor holds title.

8. No Agency, Joint Ventures or Partnership. City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

9. Representations. The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

10. 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.

11. Default and Remedies. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the Party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

11.1. Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the Party in default or breach of its obligations, or declaring a material breach by the Party; and/or

11.2. In the case of a material uncured breach by Petitioner, the City may change the zoning designation for the Development, as determined by the City Council, or withhold any land use application approval, including the approval of any building permit, certificate of occupancy, or subdivision plat, until the breach is cured. If the remedy of a zone change is pursued, the Petitioner agrees not to contest the City's action to rezone.

12. Other Miscellaneous Terms.

12.1. Certain Meanings. The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" and "must" are mandatory; "may" is permissive.

12.2. Severability. If any provision of this Agreement or 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 will continue in full force and effect.

12.3. Construction. This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

12.4. Further Assurances, Documents, and Acts. Each of the parties agrees to cooperate in good faith with the other, 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 will be carried out by each party as allowed by law.

12.5. Assignment. This Agreement shall run with the land as to the Property, and this Agreement, any portion of the Property, and any of the provisions, terms or conditions hereof cannot be assigned or transferred by Petitioner to any other party, individual or entity, without likewise assigning the obligations of the Petitioner under this Agreement to such Party. The rights of the City under this Agreement will not be assigned.

12.6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12.7. Attorney Fees. If any Party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party's costs and reasonable attorney's fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

12.8. Mediation. In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Highland City

Attn: Mayor and City Administrator
5400 W Civic Center Dr. Ste. 1
Highland, UT 84003

To the Petitioner:

Dahlia's Hope
Attn: Amanda Meyer
PO Box 850
Pleasant Grove, UT 84062

Dahlia's Hope
C/O Soulece
13961 Minuteman Dr. #101
Draper, UT 84020

13. Term. The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

IN WITNESS WHEREOF, this Annexation Agreement has been by the person duly authorized to execute the same for and on behalf of DAHLIA'S HOPE NON PROFIT, INC, and by persons duly authorized to execute the same for and on behalf of HIGHLND CITY, acting by and through its City Council, as of the Effective Date.

HIGHLAND CITY

By: [Signature]
Mayor Kurt Oster

ATTEST:

By: [Signature]
City Recorder
Stephanne B. Cottle

PETITIONER

DAHLIA'S HOPE NON PROFIT, INC

By: [Signature]
Printed Name: Christopher Anderson
Title: CFO

STATE OF UTAH)
: ss
County of Utah)

On the 9th day of May, 2024, personally appeared before me, Christopher Anderson, the CFO of Petitioner, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC



State of Utah

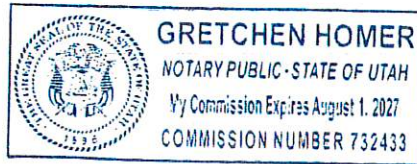
County of Utah

On this 14 day of May, in the year 2024, before me,
Gretchen Homer a notary public, personally
appeared Stephanie Cottle, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Gretchen Homer

Notary Signature



State of Utah

County of Utah

On this 14 day of May, in the year 2024, before me,
Gretchen Homer a notary public, personally
appeared Kurt Ostler, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

Gretchen Homer

Notary Signature

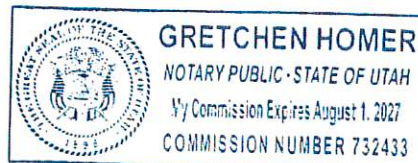


Exhibit A
Legal Description of the Property

Parcel: 12:058:0022

COMMENCING AT A POINT WHICH IS NORTH 89°48' EAST ALONG THE SECTION LINE 320.10 FEET FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°48' EAST 152.00 FEET; THENCE SOUTH 0°21' WEST 734.6 FEET; THENCE SOUTH 89°53' WEST 145.00 FEET; THENCE NORTH 0°12' WEST 734.5 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING N89°56'E 2675.85' (M) BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH; RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

AREA 2.56 ACRES.



