

A. LOUIS ZUNGUZE
DIRECTOR

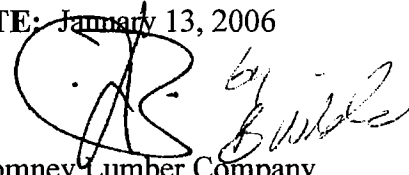
BRENT B. WILDE
DEPUTY DIRECTOR

SALT LAKE CITY CORPORATION
DEPT. OF COMMUNITY DEVELOPMENT
OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky Fluhart, Chief Administrative Officer **DATE:** January 13, 2006
FROM: Louis Zunguze, Community Development Director
RE: Petition #400-05-41: Parley's Pointe Annexation by Romney Lumber Company,
REVISED



STAFF CONTACT: Sarah Carroll, Associate Planner, at 535-6260 or
sarah.carroll@slcgov.com

RECOMMENDATION: That the City Council accept the resolution receiving the Parley's
Pointe Annexation petition for purposes of City Council review

DOCUMENT TYPE: Resolution

BUDGET IMPACT: None

DISCUSSION:

Issue Origin: The Romney property is being annexed as the result of a settlement agreement relating to a longstanding lawsuit. The settlement agreement states that the Romney property will be annexed into Salt Lake City within 120 days of receiving an application for annexation. The petition is that the City receive the proposed Parley's Pointe Annexation petition for purposes of City Council review as Petition #400-05-41 to consider annexing approximately 405.59 acres of unincorporated land into the corporate limits of Salt Lake City.

The annexation area is located in the vicinity of 2982 East Benchmark Drive (east of approximately 3000 East and from approximately 2100 to 2600 South) in the southeastern foothills adjacent to Salt Lake City. The petition was filed by Romney Lumber Company and Robert and Honora Carson, the property owners of a majority of property in the proposed annexation area. State law does not allow islands or peninsulas of unincorporated land to be created when an annexation occurs. Therefore, six other parcels of land will also be annexed with this proposal.

Analysis: The petition meets all of the State's criteria for annexation in that it is contiguous to the current City boundary, the petition has been signed by property owners representing a majority of real property and representing over one-third of the assessed valuation as listed in the current County Assessment rolls, and the area is included in the City's annexation policy

declaration. The revised annexation petition and annexation plat eliminate potentially isolated islands of un-incorporated territory and do not create any peninsulas of un-incorporated territory, both of which are prohibited by State Code.

Master Plan Considerations: This annexation petition will require an amendment to the Arcadia Heights Small Area Master Plan.

Subject Parcels: 16-23-226-004-4001, 16-23-226-004-4002, 16-23-201-013, 16-23-201-014, 16-23-201-016, 16-23-201-017, part of 16-23-201-018, 16-23-201-019 and 16-23-400-001

PUBLIC PROCESS:

The first step in the annexation process is for the City Council to either accept or deny a resolution to receive the proposed annexation for purposes of City Council review. If accepted, the City Recorder will certify the petition and a notice will be published describing the petition and indicating that the City may annex the subject property if no protest is filed within the statutory protest period of 30 days. The Planning Commission will also hold a Public Hearing to evaluate the annexation area and make recommendations to the City Council on the appropriate zoning for the property and to consider recommending amendments to the adopted land use Master Plan, if the area is annexed. Review and approval of the zoning recommendation and Master Plan amendment will follow the standard process.

RELEVANT ORDINANCE(S):

Section 10-2 Part 4 of the Utah Code outlines the process for annexation. State Law, Section 10-9a-24, Notice of public hearings and public meetings to consider general plan or modifications, outlines the criteria for noticing an amendment. Salt Lake City Ordinance 21A.50, Standards for general amendments, outlines the criteria for zoning map amendments.

Included in this transmittal are the following attachments:

1. Annexation Petition
2. Annexation Plat
3. Settlement and Annexation Agreement (without exhibits)
4. Vicinity Map
5. Resolution Accepting the Annexation with Exhibit of Legal Description of Annexation Area

Table of Contents

1. Annexation petition
2. Annexation plat
3. Settlement and Annexation Agreement
without exhibits
4. Vicinity map
5. Resolution accepting the annexation with
exhibit of legal description of annexation area

1. Annexation Petition

RECEIVED

JAN 11 2006

Amended

Annexation Application
Salt Lake City, Utah



OFFICE USE ONLY	
Petition No. 400-05-41	Amount:
Receipt No.	
Date Received:	
Reviewed By:	
Project Planner:	

SALT LAKE CITY PLANNING

Address or Area:

Primary Petitioner: Romney Lumber Company Phone: (801) 328-3200

Address of Primary Petitioner: 555 East 200 South, Suite 250, Salt Lake City, Utah 84102

E-mail Address of Primary Petitioner: mromney3@comcast.net Cell/Fax: (801) 328 1123

Second Petitioner: Dr. Robert and Honora Carson Phone: (650) 366-3149

Address of Secondary Petitioner: 558 Eleanor Drive, Woodside, California 94062

Email Address of Secondary Petitioner: bowalk3@aol.com Cell/Fax: (650) 363-8098

Please answer the following questions: Use back or additional sheets, if necessary

Is the subject area continuous to the current boundaries of Salt Lake City? Yes No

What is the current use of the land? As set forth in the Applicant's recent Settlement and Annexation agreement, (copy attached), the area is for 17 lots plus open space.

What services are currently provided by another municipality, county, or special district? N/A

Please identify any legal or factual barriers that would negatively effect the probability of annexation of the subject property?
N/A

Please include with the application:

1. Filing fee of \$1000.00, due at time of application. Completed "Petition for Annexation into the Corporate Limits of Salt Lake".
2. Three copies of the Annexation Plat. The plat should contain a complete legal description and total acreage of the area proposed for annexation and shall be prepared by a licensed land surveyor.
3. A current property plat (Sidwell map). Plat may be obtained from the Salt Lake County Recorder's Office, 2001 South State Street, Room N-1600.
4. The names and addresses of all property owners within four-hundred fifty (450) feet of the subject parcel(s)—exclusive of streets and alleys. The name, address, and a parcel number of each property owner must be typed or clearly printed on gummed mailed labels. Please include yourself and the appropriate Community Council Chair. **The cost of first class postage for each address is due at time of application. Please do not provide postage stamps.**
5. If a development is proposed, please attach a site plan of the proposed development.

If you have any questions regarding the requirements of this petition, please contact a member of the Salt Lake City Planning staff (535-7757) prior to submitting the petition.

File the complete application with: Salt Lake City Recorder, 451 South State Street, Room 415

Please Note: On the date this application is filed with Salt Lake City, a copy of the complete petition must also be filed with the Salt Lake County Clerk, 2001 South State Street, Room S-1100.

Received: Christina Meeker Date: 1/11/06
Salt Lake City Recorder

Amended

Petition for Annexation into the Corporate Limits of Salt Lake City

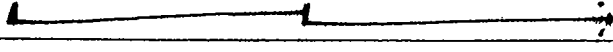
I, the undersigned petitioner(s) for annexation to and into the corporate limits of Salt Lake City, pursuant to UCA 10-2, Part 4, hereby certify by the signature(s) below that I am the owner(s) of real property shown on the attached annexation plat, which is located within territory which is contiguous to the corporate boundaries of Salt Lake City. Furthermore,

by the signature(s) below, I indicate my desire to have the real property I own located within said territory, annexed to and into the corporate limits of Salt Lake City and therefore do hereby submit this petition for annexation with the accompanying plat and legal description to Salt Lake City by the filing of same with the Salt Lake City Recorder.**

Dated this _____ day of _____,

Sidwell/Tax Parcel No. 16-23-226-004-0000

Printed Name of Petitioner Romney Lumber Company by Melbourne Romney III

Signature  president

Title President

Sidwell/Tax Parcel No. 16-23-226-004-0000

Printed Name of Petitioner Dr. Robert Carson

Signature 

Title _____

Sidwell/Tax Parcel No. 16-23-226-004-0000

Printed Name of Petitioner Honora Carson

Signature 

Title _____

Sidwell/Tax Parcel No. 16-23-201-013-0000, 16-23-201-014-0000

Printed Name of Petitioner Alan or Orlene Cohen

Signature _____

Title _____

Sidwell/Tax Parcel No. 16-23-201-016-0000

Printed Name of Petitioner Louis or Andrea Barrows

Signature _____

Title _____

** This Petition for Annexation is hereby filed and submitted pursuant to the terms and conditions in the Settlement and Annexation Agreement entered into by Romney Lumber Company, Dr. Robert and Honora Carson and Salt Lake City Corporation in Romney Lumber Company, et al v. Salt Lake City Corporation, et al, Case Number 2:00 CV 695 PGC.

Amended

Petition for Annexation into the Corporate Limits of Salt Lake City

I, the undersigned petitioner(s) for annexation to and into the corporate limits of Salt Lake City, pursuant to UCA 10-2, Part 4, hereby certify by the signature(s) below that I am the owner(s) of real property shown on the attached annexation plat, which is located within territory which is contiguous to the corporate boundaries of Salt Lake City. Furthermore,

by the signature(s) below, I indicate my desire to have the real property I own located within said territory, annexed to and into the corporate limits of Salt Lake City and therefore do hereby submit this petition for annexation with the accompanying plat and legal description to Salt Lake City by the filing of same with the Salt Lake City Recorder.**

Dated this _____ day of _____, _____

Sidwell/Tax Parcel No. 16-23-201-017-0000

Printed Name of Petitioner Benjamin Buehner

Signature _____

Title _____

Sidwell/Tax Parcel No. 16-23-201-019-0000

Printed Name of Petitioner Axxon Investment Company, LC

Signature _____

Title _____

Sidwell/Tax Parcel No. 16-23-201-018-0000

Printed Name of Petitioner Lynn Mabey

Signature _____

Title _____

Sidwell/Tax Parcel No. 16-23-400-001-0000

Printed Name of Petitioner Jack Jensen

Signature _____

Title _____

Sidwell/Tax Parcel No. _____

Printed Name of Petitioner _____

Signature _____

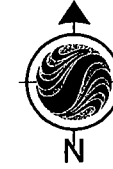
Title _____

** This Petition for Annexation is hereby filed and submitted pursuant to the terms and conditions in the Settlement and Annexation Agreement entered into by Romney Lumber Company, Dr. Robert and Honora Carson and Salt Lake City Corporation in Romney Lumber Company, et al v. Salt Lake City Corporation, et al, Case Number 2:00 CV 695 PGC.

2. Annexation Plat

PARLEY'S POINTE ANNEXATION PLAT

LOCATED IN SECTION 23,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

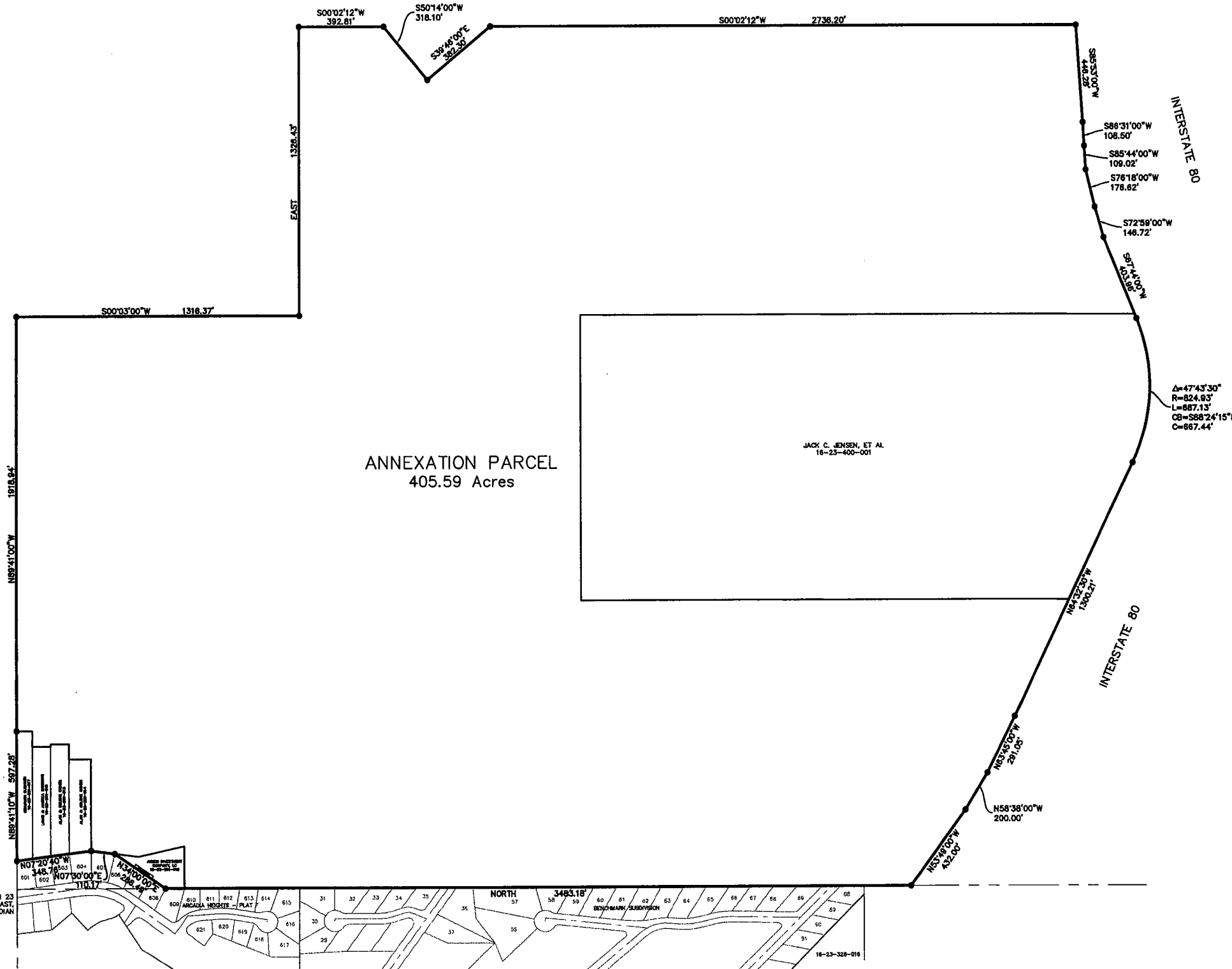


GRAPHIC SCALE



LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- ▲ SECTION CORNER FOUND



ANNEXATION PARCEL
405.59 Acres

JACK C. JENSEN, ET AL
16-23-400-001

Δ=47°43'30"
R=824.93'
L=887.13'
CB=S88°24'15"E
C=867.44'

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, a Professional Land Surveyor, licensed by the State of Utah, do certify that this plat of annexation is drawn to the designated scale and is a true and correct representation of data compiled from the best available records. This data has not been field verified.

Date _____ Evan J. Wood
P.L.S. No. 183395

BOUNDARY DESCRIPTION

Beginning at a point S89°41'10"E 130.00 along the North Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S89°41'10"E 597.28 feet along said North Section Line; thence S89°41'00"E 1918.94 feet to the Northwest Corner of Section 24, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S00°03'00"W 1316.37 feet along the West Line to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence East 1326.43 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence S00°02'12"W 392.81 feet along the East Line of the West Half of said Section 24 to the Northwest Corner of the Owenduff Lode Mining No. 5048 Claim; thence S50°14'00"W 318.10 feet along said claim; thence S39°46'00"E 382.30 feet along said claim to said East Line; thence S00°02'12"W 2736.20 feet to the Northern Right-of-Way Line of Interstate 80; thence the following eleven courses along said Northern Right-of-Way Line: S85°53'00"W 446.28 feet; thence S88°31'00"W 108.50 feet; thence S85°44'00"W 109.02 feet; thence S76°18'00"W 176.62 feet; thence S72°59'00"W 146.72 feet; thence S67°44'00"W 403.96 feet; thence Westerly 687.13 feet along the arc a 824.93 feet radius curve to the right, chord bears N68°24'15"W 687.13 feet; thence N64°32'30"W 1300.21 feet; thence N63°45'00"W 291.05 feet; thence N58°38'00"W 200.00 feet; thence N53°49'00"W 432.00 feet to the East Line of the Southwest Quarter; thence North 3483.18 feet along said East Line to Northeast Corner of Lot 609 of Arcadia Heights Plat F Subdivision, recorded as Entry No. 1840440 in Book Y at Page 39 in the Office of the Salt Lake County Recorder; thence the following three courses along the Easterly Boundary Line of said Arcadia Heights Plat F: N34°00'00"E 286.49 feet; thence N07°30'00"E 110.17 feet; thence N07°20'40"W 348.76 feet to the point of beginning. Contains 405.598 Acres.

Excepting therefrom:
Any part of the above described property lying within the Right-of-Way Limits of the Interstate 80.

PARLEY'S POINTE ANNEXATION PLAT

LOCATED IN SECTION 23,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

PROPERTY OWNER/AGENT
ROMNEY LUMBER COMPANY
430 EAST 400 SOUTH
SALT LAKE CITY, UTAH 84111



Project Number 86301271	PM RGE
Designed By RGE	Drawn By KFW
Checked By E/W	Date
No.	Revisions
By	Date

CITY PLANNING COMMISSION	
APPROVED THIS _____ DAY OF _____	A.D., 20____ BY THE SALT LAKE CITY PLANNING COMMISSION.
SALT LAKE CITY PLANNING DIRECTOR	DATE

COUNTY PLANNING & DEVELOPMENT SERVICES DIVISION	
I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE AND HEREBY APPROVED.	
CITY ENGINEER	DATE
CITY SURVEYOR	DATE

CITY PUBLIC UTILITIES DEPARTMENT	
APPROVED AS TO SANITARY SEWER AND WATER UTILITY DETAIL THIS _____ DAY OF _____	A.D., 20____
SALT LAKE CITY PUBLIC UTILITIES DIRECTOR	DATE

CITY ATTORNEY	
APPROVED AS TO FORM THIS _____ DAY OF _____	A.D., 20____
SALT LAKE CITY ATTORNEY	DATE

CITY APPROVAL	
PRESENTED TO THE SALT LAKE COUNTY THIS _____ DAY OF _____	A.D., 20____ AND IS HEREBY APPROVED.
SALT LAKE CITY MAYOR	SALT LAKE COUNTY RECORDER

RECORDED #	
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____	
DATE: _____ TIME: _____	BOOK: _____ PAGE: _____
FEE\$ _____	SALT LAKE COUNTY RECORDER

DATE: 12-10-10 BY: [illegible] CHECKED: [illegible] APPROVED: [illegible]

3. Settlement and Annexation Agreement without exhibits

RECORDED

OCT 21 2005

SETTLEMENT AND ANNEXATION AGREEMENT

CITY RECORDER

THIS SETTLEMENT AND ANNEXATION AGREEMENT ("Agreement") is between Salt Lake City Corporation ("City"), a Utah municipality, whose principal business address is 451 South State Street, Salt Lake City, Utah 84111, the Romney Lumber Company, a Utah corporation with its principal place of business at 555 East 200 South, #250, Salt Lake City, Utah 84102, and Mr. Robert W. Carson and Mrs. Honora M. Carson, husband and wife, of 558 Eleanor Drive, Woodside, California 94062. The Romney Lumber Company and Mr. and Mrs. Carson are hereinafter jointly referred to as "Romney/Carson".

RECITALS

WHEREAS, Romney/Carson are the owners of approximately 324 acres of undeveloped real property located in the foothills adjacent to Salt Lake City ("the Subject Property");

WHEREAS, Romney/Carson, as Plaintiffs, filed an amended petition for judicial review and complaint in the United States District Court for the District of Utah, Central Division, concerning the Subject Property, styled "ROMNEY LUMBER CO., Inc., a Utah corporation, ROBERT W. CARSON, an individual; and HONORA M. CARSON, an individual, Plaintiffs, v. SALT LAKE CITY CORPORATION and William T. Wright", Defendants, Case No. 2:00 CV 695 PGC, alleging 14 claims for relief (the "Litigation");

WHEREAS, the Defendants Salt Lake City Corporation and William T. Wright subsequently filed an answer to the amended petition for judicial review and complaint denying liability and alleging six affirmative defenses;

WHEREAS, subsequently on or about October 31, 2002, the Court entered its Memorandum Decision and Order dismissing Mr. Wright from the lawsuit with prejudice and granting the Plaintiffs' Motion for Summary Judgment on their fourth claim for relief;

WHEREAS, on April 20, 2004, the City and Romney/Carson participated in mediation presided over by Federal Magistrate Judge David Nuffer; and

WHEREAS, the parties reached an agreement which they mutually agreed to memorialize in a written settlement agreement.

NOW THEREFORE, in consideration of the promises, and the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Petition for Annexation. Within 30 days following the execution of this Agreement, Romney/Carson shall file a renewed petition for annexation requesting the annexation of the Subject Property into the corporate limits of the City, subject to the terms and conditions set forth in this Agreement. The annexation petition shall comply with all the State and City Requirements for such petition except that no filing or processing fees shall be charged to Romney/Carson.

2. Annexation Ordinance. Within 120 days following the filing of the renewed annexation petition, the City shall adopt an ordinance approving the annexation of the Subject Property into the corporate limits of the City, subject to the terms and conditions set forth in this Agreement. The City ordinance annexing the Subject Property shall state that the annexation of the Subject Property shall become effective in accordance with the procedures, terms, and conditions in the Agreement without the need for any further approval from the City Council.

3. Costs. The parties acknowledge that Romney/Carson has paid \$10,000.00 in planning and processing fees. Consequently, the City shall annex the Subject Property without additional charges to Romney/Carson. Notwithstanding the foregoing, the City may charge its customary impact and utility connection fees to those who build on subdivision lots within the Subject Property.

4. Subdivision Approvals. As a condition of annexation, Romney/Carson shall file an application for and shall obtain final plat approval from Salt Lake County for a 15 lot subdivision generally described as the Parley's Pointe Subdivision Phase I ("Phase I") substantially in the form shown on Exhibit 1 attached hereto. The Phase I Plat shall contain a "Notice to Lot Purchasers" explaining that lot purchasers will be responsible for paying any lawfully required impact fees and utility connection fees. The notice shall also explain that City sewer and storm water services will not be available until the subdivision is annexed into the City. Romney/Carson shall also file an application for and shall obtain final plat approval from Salt Lake County for a 4-lot subdivision generally described as Parley's Pointe Subdivision Phase II ("Phase II") substantially in the form shown on Exhibit 2 attached hereto. If the County refuses to grant approval for the Phase I subdivision and the private roadway substantially in the form proposed on Exhibit 1, the Litigation shall continue.

5. Alternative Phase II Subdivision Approval and Annexation. In the event that the County denies approval of the Phase II subdivision as proposed, Romney/Carson may apply to the City for approval and annexation of the Phase II subdivision. In such event, the City shall approve and annex the Phase II subdivision substantially in the form as shown on Exhibit 2 without additional charges or changes not approved by Romney/Carson.

6. Roadways and Trails. The road accessing Phase I lots 2-15 of the Parley's Pointe Subdivision shall be a private road with a gated access. However, pedestrian and bicycle access and access to trail heads shall be provided for as shown on Exhibits 1, 2 and 5. A public 80-foot-diameter cul-de-sac will be constructed at the end of Benchmark Drive. A gated private road stemming from the cul-de-sac will provide access to Parley's Pointe Subdivision Phase I lots 2-15. Bicycle access shall be limited to trails located on and below the public and private portions of Benchmark Drive as shown on Exhibits 1 and 2. The access shall also be shown on the applicable recorded subdivision plat(s). Romney/Carson shall not be required to grant any other access through the Phase I or Phase II subdivisions to the open space parcels, described in Paragraph 9.

7. Waterline Easement - Relocation. The parties knowledge that in 1979 Romney/Carson and/or their predecessors granted the City a waterline easement ("Easement") for a 16 inch diameter water pipeline. However, as shown on Exhibit 3, portions of the City's subsequently constructed waterline lie outside of the Easement. Consequently, the parties agree that following the execution of this agreement:

A. A portion of the City's 16" waterline will be relocated by Romney/Carson from the back of lots 5 and 6 and the front of lot 9 into the proposed private roadway within Phase I, as shown on Exhibit 4.

B. Prior to construction, Romney/Carson shall consult with the City to review the proposed construction drawings and specifications to assure that the relocation construction will be in accordance with mutually agreed to design standards and shall obtain the written approval of the City as to the proposed waterline.

C. Upon completion of the consultation and review, and after Romney/Carson has obtained all necessary approvals or permits, and upon receipt of written request from Romney/Carson, the City shall pay to Romney/Carson fifty thousand dollars (\$50,000.00) as its fair share of the relocation costs. However, if the replacement waterline has not been constructed and connected within one year following the date of payment from the City, Romney/Carson shall repay to the City the \$50,000 paid.

D. During relocation construction, the existing waterline as presently located shall continue in service until Romney/Carson's contractor is ready to connect the waterline to the relocated portion. The connection to the relocated portion of the waterline, shall only occur between October 1 and April 30, and at a specific time and date reasonably and mutually acceptable to the parties.

E. After the City's waterline is relocated, Romney/Carson shall promptly convey to the City an easement, for the full width of the private roadway, for the new waterline, and the City shall reconvey back to Romney/Carson those portions of the existing Easement not used by the City for its new waterline.

8. Utilities. As part of Romney/Carson's subdivision application, the City has submitted a letter, attached hereto as Exhibit 6, addressed to the Salt Lake County Board of Health and County Council committing the City to provide water, sewer and storm drain services in accordance with plans approved by the City's Department of Public Utilities to the Phase I and Phase II subdivisions upon final approval of the subdivision plats and annexation into the City. Annexation of the Subject Property is conditioned upon: (a) receiving final County approval of the Phase I subdivision; and either (b) construction of the public and private portions of the Phase

I Roadway and corresponding utility lines, or (c) obtaining and filing a bond with the City, in an amount and form reasonably acceptable to the City, for the roadway and corresponding utility lines. The parties acknowledge that City sewer and storm water facilities will not be made available to service the Subject Property until all applicable conditions of this Agreement have been satisfied and the annexation of the Subject Property has become effective.

9. Romney/Carson Open Space Donation. The parties acknowledge that Romney/Carson has always intended to donate or convey a substantial portion of their property for committed use as undeveloped open space. As a condition of annexation, Romney/Carson confirms that they will donate or sell at a discount from fair market value for use as perpetual open space lots 14a, 14b and 15 of the Parley's Point Subdivision Phase I together with approximately 260 acres of land located adjacent to and running from the proposed Phase I and Phase II Subdivisions to the border of adjacent United States Forest Service property, including all of the remainder of the Subject Property beyond what is designated as building lots, common areas, roadway and related roadway improvements in the Phase I and Phase II subdivision plats shown on Exhibits 1 and 2. The properties to be donated and dedicated as perpetual open space are identified on Exhibits 1 and 2 as lots 14a, 14b, and 15 and as Perpetual Open Space Parcels A, B and C. The donation or conveyance of these open space properties shall occur within twelve (12) months after final approval of each subdivision plat, unless the time for doing so is mutually extended by the parties. The contemplated conveyances will be made subject to a restrictive covenant requiring the preservation of the properties as perpetual open space to either the City, Salt Lake County, or a non-profit organization formed for the charitable purpose of promoting the environment and conserving undeveloped open space and which has been

organized as a public charity pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder. All parties further acknowledge that development of a substantial portion of the property to be donated or conveyed as described above may be problematic, that the City or Salt Lake County possesses the power to obtain such land by purchase or eminent domain in any event, and that the Agreement herein by Romney/Carson to make such a donation or bargain purchase for the purposes of preserving open space does not represent a concession or modification from their pre-existing intent and commitment to make such a conveyance for the benefit of the public. Under no condition may the conveyed open space be used for any type of residential, commercial or manufacturing uses by the City, County or other designated entity. The conveying document shall contain a reversionary clause providing that title to the property shall revert back to Romney/Carson, in accordance with their interest in the property prior to the conveyance for open space, if the land is ever used for a prohibited purpose.

10. Protection Against Further Foothills Development. In addition to the foregoing donation of open space, and as a condition of annexation and as a protection against further foothill development, Romney/Carson agrees to designate and donate to the City on the subdivision plats, a one-foot strip of property as shown on Exhibit 5.

11. Common Area Open Space Parcels. In addition to the Open Space Parcels described above, certain additional properties shall be designated as common area parcels to be owned by the Homeowners' Association and maintained as common area open space. Upon recordation of each of the subdivision plats, Romney/Carson shall grant to the City a conservation easement over the common area open space parcels, requiring that those common

area open space parcels be maintained as perpetual open space.

12. Dismissal of the Litigation. Within 30 days following the recording of the Phase I and Phase II subdivision plats and the City Council vote to annex the Subject Property, Romney/Carson shall file a Stipulation for Dismissal of the Litigation, with prejudice, in the form attached hereto as Exhibit 7. In the event that Salt Lake County does not grant final approval of the Phase I subdivision as set forth above in paragraph 4 within 4 months following the execution of this Agreement, (unless this deadline is mutually extended by a written amendment to this Agreement) the Litigation shall continue and the Romney/Carson property will not be annexed under the petition for annexation called for in paragraph 1 of this Agreement.

13. Joint Cooperation. Romney/Carson agrees to diligently pursue and use its best efforts to obtain the required approvals. The City agrees to cooperate and reasonably assist Romney/Carson in obtaining the required approvals. The City shall support Romney/Carson's Parley's Pointe Phase I and Phase II subdivision applications before Salt Lake County described in this Agreement and shall reasonably cooperate with Romney/Carson in securing the required County subdivision approvals.

14. Notice to Be Recorded. Contemporaneous with the execution of this Agreement, the parties shall also execute a Notice of Settlement and Annexation Agreement, in the form attached hereto as Exhibit 8. That notice shall be recorded against the Subject Property in the office of the Salt Lake County Recorder.

15. Agreement Not to Be Used as Evidence. In the event the settlement is not completed, this Settlement Agreement shall not be used as evidence in the Litigation or for any other purpose in the Litigation.

16. Remedies. In the event that the City fails to adopt an ordinance approving the annexation of the Subject Property as set forth herein, or if the County fails to approve the Phase I subdivision and roadway, the Litigation shall continue. Following the dismissal of the Litigation, the remedy for failure to perform as required in the terms of this Agreement shall be an action to enforce the terms of this Agreement including the right to specific performance. The parties agree that damages can only be awarded if a court of competent jurisdiction determines that remedy of specific performance is not feasible.

17. General Provisions. The following provisions are also integral parts of this Settlement Agreement:

A. Binding Agreement. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

B. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A facsimile transmittal bearing a photocopied signature shall be deemed an original.

C. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

D. Time of Essence. Time is the essence of this Agreement and every provision hereof.

E. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

F. Attorneys' Fees. If any action or proceeding is brought by any party to

enforce this Agreement, the prevailing party(s) shall be entitled to recover its related costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy proceeding.

G. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

H. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain the subdivision approvals, annexations, donation of open space, and dismissal of the Litigation described in this Agreement.

I. Assignment. Any party may assign or delegate its rights and obligations hereunder with the prior written consent of the other party, which consent shall not be unreasonably withheld.

J. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity specified.

K. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be

construed against the party drafting a document will not apply.

L. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

M. Exhibits Incorporated by Reference. Each exhibit identified in this Agreement is incorporated hereby by reference.

N. Representation regarding ethical standards for City officers and employees and former City officers and employees. Romney/Carson represent that they have not; (1) provided an illegal gift of payoff to the City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, other than bonafide employees or bonafide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promise that they will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City conflict of interest ordinance, Chapter 2.44, Salt Lake City Code. Romney/Carson discloses that at one time it hired a former City employee, Alan Johnson as a consultant. At the time of the consultation Mr. Johnson was not a City employee.

O. Effective date. This Agreement shall become binding and effective upon execution by all parties.

ROMNEY LUMBER CO.

By: _____
President

Date: _____

Mr. Robert W. Carson

Date: _____

Mrs. Honora M. Carson

Date: _____

SALT LAKE CITY

By: *[Signature]*
Mayor

Date: 10-21-05

ATTEST:

Beverly Jones
Salt Lake City Recorder (Deputy)



RECORDED
OCT 21 2005
CITY RECORDER

I:\LITIGATION\Romney Lumber Company, Inc\Settlement Agreement 2005-10-07 Final

APPROVED AS TO FORM
Salt Lake City Recorder's Office
Date 10-20-05
By *[Signature]*

4. Vicinity Map



FOOTHILL DR

I-80

I-215

5. Resolution accepting the annexation with exhibit of legal description of annexation area

**SALT LAKE CITY RESOLUTION
NO. _____ OF 2006
(Receiving the Parley's Pointe Annexation
Petition for Purposes of City Council Review)**

**A RESOLUTION ACCEPTING THE PARLEY'S POINTE ANNEXATION
PETITION FOR APPROXIMATELY 405.59 ACRES OF LAND LOCATED IN
THE VICINITY OF 2982 EAST BENCHMARK DRIVE (EAST OF
APPROXIMATELY 3000 EAST AND FROM APPROXIMATELY 2100 SOUTH
TO 2600 SOUTH) IN THE SOUTHEASTERN FOOTHILLS ADJACENT TO
SALT LAKE CITY, PURSUANT TO PETITION NO. 400-05-41, FOR
PURPOSES OF CITY COUNCIL REVIEW.**

WHEREAS, Salt Lake City has received petition #400-05-41 (the "Petition") by the Romney Lumber Company (the "Petitioner"), requesting the annexation of approximately 405.59 acres of unincorporated territory in Salt Lake County, which would extend the existing corporate limits of Salt Lake City, and said Petition is attached hereto as Exhibit "A"; and

WHEREAS, the Petition is signed by the owners of a majority of the real property and the owners of more than one-third in value of all real property within the territory to be annexed as shown by the last assessment rolls of Salt Lake County; and

WHEREAS, Petitioner has submitted to the City a plat for the territory proposed for the annexation; and

WHEREAS, the territory described in the Petition lies contiguous to the corporate limits of Salt Lake City and within an area projected for Salt Lake's municipal expansion, and otherwise initially appears to satisfy the standards and criteria applicable to annexations;

NOW, THEREFORE, BE IT RESOLVED BY THE SALT LAKE CITY
COUNCIL, STATE OF UTAH:

1. Petition Received for Study. The City Council hereby receives the Petition for the purposes of considering said annexation for the expansion of the City municipal limits.

2. Review by Planning Commission. This Petition shall be forwarded to the Salt Lake Planning Commission for review and analysis, taking into consideration Salt Lake City Council growth policies, applicable City master plans, the zoning of comparable areas, the requirements of the City's existing and proposed site development ordinance, and any additional requirements of the Salt Lake City Public Utilities Department and the City Transportation Division. After its review, the Planning Commission shall forward its recommendations to the City Council.

3. No Vested Rights. Nothing in this Resolution or in any other act, omission, or representation of the City shall be construed to vest Petitioner with rights to compel annexation of the said property, to bind the City Council to finally approve the Petitioner's annexation, to vest the Petitioner with rights to develop under particular zoning, subdivision, or development ordinances, or to require Salt Lake City to provide any municipal services or to exercise jurisdiction over the area, until such time as decisions to annex and extend the corporate limits have been made and all annexation formalities and documentation have been completed, including the preparation of the final annexation plat according to the City Engineer's specification, appropriate ordinances, annexation agreements,

and documentation verifying the sufficiency of the Petition. Nothing in this Resolution shall imply any approval of, or be deemed to approve, any development plans or projections contained in the Petition.

4. Settlement and Annexation Agreement. Notwithstanding the foregoing, the City Council acknowledges that the Petitioner and the City have executed a Settlement and Annexation Agreement dated October 24, 2005, which addresses the annexation and future development of this real property. The adoption of this Resolution is consistent with the terms of that Agreement.

PASSED AND ADOPTED by the Salt Lake City Council this ____ day of _____, 2006.

CHAIRPERSON

ATTEST:

Chief Deputy City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/10/06
By [Signature]

Exhibit "A"

BOUNDARY DESCRIPTION

Beginning at a point S89°41'10"E 130.00 along the North Section Line from the North Quarter Corner of Section 23, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence S89°41'10"E 597.28 feet along said North Section Line; thence S89°41'00"E 1918.94 feet to the Northwest Corner of Section 24, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence S00°03'00"W 1316.37 feet along the West Line to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence East 1326.43 feet to the Northeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 24; thence S00°02'12"W 392.81 feet along the East Line of the West Half of said Section 24 to the Northwesterly Line of the Gwennie Lode Mining No. 5048 Claim; thence S50°14'00"W 318.10 feet along said claim; thence S39°46'00"E 382.30 feet along said claim to said East Line; thence S00°02'12"W 2736.20 feet to the Northerly Right-of-Way Line of Interstate 80; thence the following eleven courses along said Northerly Right-of-Way Line: S85°53'00"W 446.28 feet; thence S86°31'00"W 108.50 feet; thence S85°44'00"W 109.02 feet; thence S76°18'00"W 176.62 feet; thence S72°59'00"W 146.72 feet; thence 67°44'00"W 403.96 feet; thence Westerly 687.13 feet along the arc a 824.93 feet radius curve to the right, cord bears N88°24'15"W 687.13 feet; thence N64°32'30"W 1300.21 feet; thence N63°45'00"W 291.05 feet; thence N58°38'00"W 200.00 feet; thence N53°49'00"W 432.00 feet to the East Line of the Southwest Quarter; thence North 3483.18 feet along said East Line to Northeast Corner of Lot 609 of Arcadia Heights Plat F Subdivision, recorded as Entry No. 1840440 in Book Y at Page 39 in the Office of the Salt Lake County Recorder; thence the following three courses along the Easterly Boundary Line of said Arcadia Heights Plat F: N34°00'00"E 286.49 feet; thence N07°30'00"E 110.17 feet; thence N07°20'40"W 348.76 feet to the point of beginning, Contains 405.598 Acres.

Excepting therefrom:

Any part of the above described property lying within the Right-of-Way Limits of the Interstate 80.