

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from HYRUM CITY, dated September 3rd, 2009, complying with Section 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 HYRUM CITY, located in Cache County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 23rd day of November, 2009 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Greg Bell".

GREG BELL
Lieutenant Governor

ORDINANCE 09-11

(M. Miller Annexation)

WHEREAS, the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land area within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said property is undeveloped and covers an area that is equivalent to less than five percent (5%) of the total land mass of all private real property within Hyrum City; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on May 21, 2009, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, the City Council published and mailed notice of the certification as required by law; and

WHEREAS, no timely protests have been filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, on August 20, 2009, the City Council held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated 1953, as amended, the City Council of Hyrum City, Utah, hereby adopts, passes, and publishes the following:

Received

NOV 18 2009

**Greg Bell
Lieutenant Governor**

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (M. MILLER PROPERTY).

BE IT ORDAINED, by the City Council of Hyrum City, Cache County, State of Utah, as follows:

SECTION 1. That certain real property, more particularly described in Section 2 below is hereby annexed to Hyrum City, Utah, under the conditions of the attached Annexation Agreement and the corporate limits of said city are hereby extended accordingly.

SECTION 2. That the real property which is the subject of this Ordinance is described as follows:

A parcel of ground located in the Northwest Quarter of Section 9, Township 10 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point located South $02^{\circ}27'09''$ West (south by record) 300.30 feet from the Southeast Corner of Lot 8, Block 11, Plat "B" of the Hyrum City Survey and thence following an existing fence the following two courses, (south by record), 1) South $02^{\circ}27'09''$ West 120.02 feet; 2) thence South $02^{\circ}52'55''$ West 559.03 feet; thence North $58^{\circ}19'18''$ West (North $60^{\circ}48'$ West by record) 206.54 feet to an existing BLM aluminum cap; thence North $37^{\circ}44'18''$ West (Northwesterly by record) 463.65 feet to a BLM aluminum cap; thence North $32^{\circ}29'45''$ West (Northwesterly by record) 273.29 feet; thence South $87^{\circ}32'51''$ East (East by record) 640.20 feet to the point of beginning. Containing 252,527 square feet or 5.79 acres, more or less.

SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 Zone in accordance with the provisions of Section 17.20.030 of the Hyrum City Municipal Code and the zoning map of Hyrum City shall be amended to include the real property described above.

SECTION 4. A certified copy of this ordinance, an original plat describing the property, and the annexation agreement shall be filed with the Cache County Recorder within thirty (30) days after the date this ordinance is adopted.

SECTION 5. This ordinance shall become effective upon the posting of three (3) copies in each of three (3) public places within the corporate limits of Hyrum City.

ADOPTED AND PASSED by the Hyrum City Council this 3rd day
of September, 2009.

HYRUM CITY

BY: W. Dean Howard
W. Dean Howard
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

Posted: September 8, 2009

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of October, 2009, by and between Hyrum City, a Utah municipal corporation, and Mark Miller, James Miller, and Kris Miller, owners of real property adjacent to the municipal limits of Hyrum City and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of five and 79/100 (5.79) acres of real property, which property bears Cache County Tax Number 01-067-0049 and is more particularly described hereafter; and

WHEREAS, on April 27, 2009, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on May 7, 2009, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on May 21, 2009, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on August 20, 2009, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT PROPERTY.** The subject property of this

annexation agreement is described as follows:

A parcel of ground located in the Northwest Quarter of Section 9, Township 10 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point located South 02°27'09" West (south by record) 300.30 feet from the Southeast Corner of Lot 8, Block 11, Plat "B" of the Hyrum City Survey and thence following an existing fence the following two courses, (south by record), 1) South 02°27'09" West 120.02 feet; 2) thence South 02°52'55" West 559.03 feet; thence North 58°19'18" West (North 60°48' West by record) 206.54 feet to an existing BLM aluminum cap; thence North 37°44'18" West (Northwesterly by record) 463.65 feet to a BLM aluminum cap; thence North 32°29'45" West (Northwesterly by record) 273.29 feet; thence South 87°32'51" East (East by record) 640.20 feet to the point of beginning. Containing 252,527 square feet or 5.79 acres, more or less.

2. **DEVELOPMENT.** Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. **ZONING.** Zoning of subject property shall be Residential Multi-Family R-2.

4. **WATER SHARES/IRRIGATION SERVICE.** As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070. The total of all water provided by APPLICANT will comply with the CITY'S current requirement of three (3) acre-feet per gross acre of land, which requirement must be met upon annexation. Hyrum City further reserves the right to limit the area served by the municipal piped irrigation system to the amount of land that can be watered by water represented by the shares of Hyrum Irrigation Company stock, if any. All other outside watering may be restricted to service provided through the municipal culinary distribution system.

5. **CULINARY WATER SERVICE.**

A. APPLICANT and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future

development.

- B. APPLICANT agrees to be subject to the normal and customary impact and connection fees assessed for connections of this type to the municipal culinary water distribution system.

6. WASTEWATER COLLECTION SERVICE.

- A. APPLICANT and/or developers of the site will be responsible to install sewer mains extending from a point of junction with the main line to the property at a depth and size to be specified by the City necessary to serve future development.
- B. APPLICANT agrees to be subject to the normal and customary impact and connection fees assessed for connections of this type to the municipal wastewater collection system.

- 7. **STORMWATER.** Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

- 8. **UTILITY SERVICE EXTENSION AND IMPACT FEES.** With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

- 9. **TRANSPORTATION.** Not applicable.

- 10. **AGREEMENT.** The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

- 11. **GOVERNING LAW.** This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

- 12. **AMENDMENTS.** This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

13. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

14. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

15. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

16. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By W. Dean Howard
W. Dean Howard
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANTS:

Jan Miller
Witness

Roberta Lauce
Witness

A.E. Lauce
Witness

Mark Miller

James Miller

Kris Miller

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF HYRUM CITY, CACHE COUNTY, STATE OF UTAH:

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Hyrum 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, 1953, as amended (UCA);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City and the annexation thereof will not leave or create an unincorporated island or peninsula;
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. covers 100% of the private land area within the area proposed for annexation, if the area is within an agriculture protection area created under Title 17, Chapter 41, Agriculture Protections Area;
 - d. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - e. is described as follows:

LEGAL DESCRIPTION

A PARCEL OF GROUND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 02°27'09" WEST (SOUTH BY RECORD) 300.30 FEET FROM THE SOUTHEAST CORNER OF LOT 8, BLOCK 11, PLAT "B" OF THE HYRUM CITY SURVEY AND THENCE FOLLOWING AN EXISTING FENCE THE FOLLOWING TWO COURSES, (SOUTH BY RECORD), 1) SOUTH 02°27'09" WEST 120.02 FEET; 2) THENCE SOUTH 02°52'55" WEST 559.03 FEET; THENCE NORTH 58°19'18" WEST (NORTH 60°48' WEST BY RECORD) 206.54 FEET TO AN EXISTING BLM ALUMINUM CAP; THENCE NORTH 37°44'18" WEST (NORTHWESTERLY BY RECORD) 463.65 FEET TO A BLM ALUMINUM CAP; THENCE NORTH 32°29'45" WEST (NORTHWESTERLY BY RECORD) 273.29 FEET; THENCE SOUTH 87°32'51" EAST (EAST BY RECORD) 640.20 FEET TO THE POINT OF BEGINNING. CONTAINING 252,527 SQUARE FEET OR 5.79 ACRES, MORE OR LESS.

4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated "contact sponsor", with the mailing address of each sponsor being indicated;
5. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;

6. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 UCA or a petition under Section 10-2-125 UCA if:

- a. the request or petition was filed before the filing of the annexation petition; and
- b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;

7. That the petitioners have caused an accurate plat of the above described property to be made by a competent, licensed surveyor, which plat is filed herewith; and

8. That the petitioners request the property, if annexed, be zoned R-2.

9. That the petitioners agree to pay the City upon request and before the annexation process is completed for all expenses it has incurred due to the annexation. The petitioners understand if payment has not been made to the City by specified dates it could delay the annexation process.

WHEREFORE, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this 27 day of April, 2009.

Petitioner:

JEFF JACKSON 435-764-3355

Address:

Jan W. Miller
Contact Sponsor
Phone Number 8512-0098

560 South 200 East
Hyrum UT 84319

[Signature]
Sponsor

P.O. Box E
Hyrum UT 84319

[Signature]
Sponsor

P.O. Box E
Hyrum UT 84319

