

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from HEBER CITY, dated July 6th, 2017, 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 HEBER CITY, located in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 26th day of July, 2017 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor

Mayor: Alan W. McDonald
Council: Jeffery M. Bradshaw
Heidi Franco
Kelleen L. Potter
Jeffrey W. Smith
Ronald R. Crittenden

HEBER CITY CORPORATION

75 North Main
Heber City, Utah 84032

Phone (435) 654-0757
Fax (435) 657-2543

July 17, 2017

Spencer Cox, Lieutenant Governor
Lieutenant Governor's Office
Utah State Capitol Complex, Suite 200
350 North State Street
Salt Lake City, UT 84114

Re: Three String Holdings, LLC Annexation

Dear Lieutenant Governor Cox:

The legislative body of Heber City Corporation is filing the following documents with the Lieutenant Governor for the above-reference annexation:

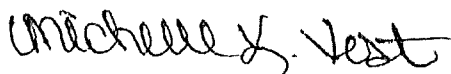
1. a notice of an impending boundary action, as defined in Section 61-1a-6.5, that meets the requirements of Subsection 67-1a-6.5(a); and
2. a copy of an approved final local entity plat, as defined in Section 67-1a-6.5.

As per instructions from your office, the local entity plat has been reduced in size, and we have also attached a copy of Ordinance No. 2017-15, dated July 6, 2017 annexing the area.

We understand that within ten days, as per Subsection 61-1a-6.5(2), you will issue the annexation certificate if you determine the notice of the impending boundary action meets the requirements of Subsection 67-1a-6.5(3), and the notice is accompanied by an approved local entity plat.

If you are unable to issue the annexation certificate, please notify us as soon as possible.

Best regards,
HEBER CITY CORPORATION



Michelle Vest
City Recorder

Attachments: Ordinance 2017-15; Annexation Agreement; Signed Plat; Boundary Description

ORDINANCE 2017-15

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE THREE STRING HOLDINGS, HIGHWAY 189 ANNEXATION LOCATED AT 1568 SOUTH HWY 189, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

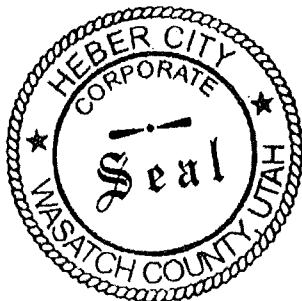
BE IT ORDAINED BY THE CITY COUNCIL OF HEBER CITY, UTAH:

Section 1. That the 18.55 +/- acres, described in the attached Exhibit A of this Ordinance is hereby assigned to the I-1 Industrial Zone, consistent with the Heber City General Plan, County of Wasatch, State of Utah.

Section 2. This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, (c) a short summary of it has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City, (d) the execution and recording of an annexation Agreement and Covenant Running With the Land in substantially the form attached hereto as Exhibit C, and (e) the respective changes have been properly noted and attested to in the official zone map as required per Section 18.20.010 of the Heber City Municipal Code.

ADOPTED AND PASSED by the City Council of Heber City, Utah, this 6th day of July, 2017, by the following vote:

	AYE	NAY
Council Member Jeffery M. Bradshaw	<u>X</u>	_____
Council Member Heidi Franco	<u>X</u>	_____
Council Member Kelleen L. Potter	<u>X</u>	_____
Council Member Jeffrey Smith	<u>X</u>	_____
Council Member Ronald R. Crittenden	<u>X</u>	_____



APPROVED:

Alan McDonald
Alan McDonald, Mayor

ATTEST:

Michelle L. Vest
RECORDER
(Seal)

Date of First Publishing: July 19, 2017 - 2nd time

EXHIBIT B: ANNEXATION AGREEMENT

ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(Three String Holdings, Hwy 189 Annexation)

THIS AGREEMENT entered into this 5th day of June, 2017, by and between Heber City, hereinafter referred to as "City" and the undersigned petitioners, as "Petitioner".

WHEREAS, the Petitioners have proposed annexation of 18.55 acres into Heber City; and

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended approval of the proposed annexation with conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. ZONING

- a) Properties within the annexation area shall be zoned I-1 Industrial, consistent with the Heber City General Plan Land Use Map;
- b) Uses on the property and building height shall be compatible with the Transition Surface defined by the Federal Aviation Administration (FAA).
- c) Occupied uses shall front the property along Highway 189.
- d) Unoccupied uses should be placed within 300 feet of the western boundary of the property. Developers shall obtain written consent from the Heber Valley Sewer District for any occupied uses within this area.

2. WATER RIGHTS

- a) Developers shall, at the time of development, transfer to the City any required diversion water rights necessary for development of their property;

3. EXISTING UTILITIES

- a) Developers are responsible for acquiring and paying for any necessary offsite easements, dedications, or right of way; satisfying any reimbursement agreements; and constructing any offsite utilities required to connect to existing utilities and service the development of their property, including: sewer, water, pressurized irrigation, power, gas, fiber, etc.;
- b) At Developer's expense, existing utilities shall be relocated into future right of ways, as needed and as directed by the City, at the time of development to avoid conflicts with proposed development;
- c) Existing septic tanks may be suitable for existing uses. However, the health department may require connection to sewer if septic tanks fail, or as those services

are expanded. Developers shall comply with all requirements of the health department. As properties develop or redevelop, connection to the City's sewer system will be required, as directed by the City;

- d) At the time of development, above ground utilities along the street frontage shall be placed underground, unless the City determines that burial is unfeasible;

4. **CULINARY WATER**

Developer shall construct onsite or offsite culinary water lines needed to serve their developments and connect to existing facilities per City standards. A water line shall be extended, adjacent to Hwy 189 in a 20-foot easement dedicated to the City, to the southwest corner of the property.

5. **SEWER**

Developer shall construct onsite or offsite sewer lines needed to serve their developments and connect to existing facilities per City standards. All onsite sewer, and any onsite or offsite pumping facilities shall be private and the responsibility of the Developer.

6. **PRESSURIZED IRRIGATION**

Developer shall construct onsite or offsite pressurized irrigation lines needed to serve their developments and connect to existing facilities per City standards. All onsite landscaping shall use pressurized irrigation.

- 7. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties;
- 8. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder;
- 9. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 13th day of JUNE, 2017.

HEBER CITY:

By: Alan McDonald
Alan McDonald, Mayor



ATTEST:

Michael Vost
Heber City Recorder

OWNER, Three Strings Holdings, LLC

By: Riley Probst
Riley Probst

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this 5th day of June, 2017, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Kelly Rogers
NOTARY PUBLIC

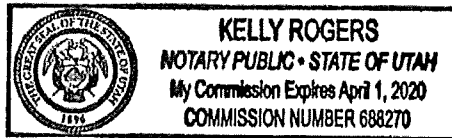


EXHIBIT B: LEGAL DESCRIPTION

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN THENCE:

SOUTH 89°46'23" WEST 2668.36 FEET TO THE SOUTH WEST CORNER OF THE NORTH EAST QUARTER OF THE SECTION.

NORTH 0°09'28" WEST 304.88 FEET ALONG THE WEST BOUNDARY OF THE NORTH EAST QUARTER TO THE NORTH HIGHWAY RIGHT-OF-WAY LINE AND POINT OF BEGINNING.

NORTH 0°09'28" WEST 1035.00 FEET ALONG THE WEST BOUNDARY OF THE NORTH EAST QUARTER TO A POINT ON THE SOUTHWEST CORNER OF THE BEEHIVE ANNEXATION PLAT

ALONG THE SOUTH BOUNDARY OF THE BEEHIVE ANNEXATION PLAT THE NEXT FOUR COURSES:

NORTH 89°51'55" EAST 1124.56 FEET; NORTH 16.50 FEET; NORTH 89°06'25" EAST 106.65 FEET; NORTH 49°49'22" EAST 13.92 FEET TO A POINT ON THE WEST LINE OF THE MONROE ANNEXATION (SEE ENTRY NO. 343294),

SOUTH 40°12'30" EAST 111.57 FEET ALONG THE MONROE WEST BOUNDARY TO A POINT ON THE NORTH PROPERTY BOUNDARY LINE OF THE HEBER CITY AIRPORT ANNEXATION (SEE ENTRY NUMBER 205688),

THENCE FOLLOWING SAID NORTH PROPERTY LINE OF SAID AIRPORT SOUTH 49°24'55" WEST 1632.91 FEET;

THENCE LEAVING SAID NORTHWEST AIRPORT PROPERTY LINE NORTH 40°35'06" WEST 108.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 189 TO THE POINT OF BEGINNING.

CONTAINS 18.55 ACRES MORE OR LESS

EXHIBIT C: PROPERTY SERIAL NUMBERS

Owner: Three String Holdings LLC

Serial: OWC-1578-0-007-045

EXHIBIT B: LEGAL DESCRIPTION

BEGINNING AT THE EAST QUARTER SECTION CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN THENCE:

SOUTH 89°46'23" WEST 2668.36 FEET TO THE SOUTH WEST CORNER OF THE NORTH EAST QUARTER OF THE SECTION.

NORTH 0°09'28" WEST 304.88 FEET ALONG THE WEST BOUNDARY OF THE NORTH EAST QUARTER TO THE NORTH HIGHWAY RIGHT-OF-WAY LINE AND POINT OF BEGINNING.

NORTH 0°09'28" WEST 1035.00 FEET ALONG THE WEST BOUNDARY OF THE NORTH EAST QUARTER TO A POINT ON THE SOUTHWEST CORNER OF THE BEEHIVE ANNEXATION PLAT

ALONG THE SOUTH BOUNDARY OF THE BEEHIVE ANNEXATION PLAT THE NEXT FOUR COURSES:

NORTH 89°51'55" EAST 1124.56 FEET; NORTH 16.50 FEET; NORTH 89°06'25" EAST 106.65 FEET; NORTH 49°49'22" EAST 13.92 FEET TO A POINT ON THE WEST LINE OF THE MONROE ANNEXATION (SEE ENTRY NO. 343294),

SOUTH 40°12'30" EAST 111.57 FEET ALONG THE MONROE WEST BOUNDARY TO A POINT ON THE NORTH PROPERTY BOUNDARY LINE OF THE HEBER CITY AIRPORT ANNEXATION (SEE ENTRY NUMBER 205688),

THENCE FOLLOWING SAID NORTH PROPERTY LINE OF SAID AIRPORT SOUTH 49°24'55" WEST 1632.91 FEET;

THENCE LEAVING SAID NORTHWEST AIRPORT PROPERTY LINE NORTH 40°35'06" WEST 108.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 189 TO THE POINT OF BEGINNING.

CONTAINS 18.55 ACRES MORE OR LESS

EXHIBIT C: PROPERTY SERIAL NUMBERS

Owner: Three String Holdings LLC

Serial: OWC-1578-0-007-045

