

STATE OF UTAH

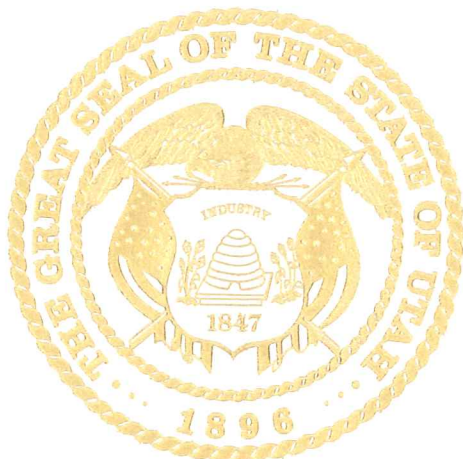


OFFICE OF THE LIEUTENANT GOVERNOR

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 EPHRAIM CITY, dated July 1st, 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 EPHRAIM CITY, located in Sanpete County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 6th day of October, 2009 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Greg Bell".

GREG BELL
Lieutenant Governor

COUNCIL MEMBERS

Kim Cragun
Terry Lund
David Parrish
Elaine Reid
David Warren

MANAGER

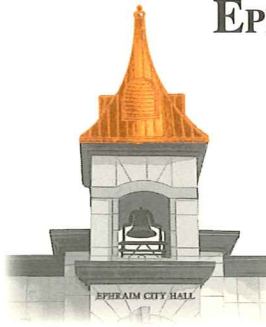
Richard Anderson

PLANNER

Bryan Kimball

RECORDER

Leigh Ann Warnock



EPHRAIM CITY CORPORATION

Cliff Birrell, **MAYOR**

5 South Main • Ephraim, Utah 84627

435-283-4631

www.ephraimcity.org

PUBLIC WORKS DIRECTOR

Chad Parry

TREASURER

Penny Kittelsrud

BILLING CLERK

Shaneen Wintch

POLICE CHIEF

Ron Rasmussen

POWER SUPERINTENDENT

Alma Lund

September 1, 2009

Lt. Governors Office

Re: Annexations

Utah State Capitol Complex

P.O. Box 142325

Salt Lake City, Utah 84114-2325

Dear Lt. Governor,

Enclosed is a plat map and Annexation Ordinance ECO 09-01 for the Ephraim City Northwest Annexation. Ephraim City verifies all requirements for this annexation have been met according to Utah Municipal Code, Section 10-2-425.

Sincerely,

A handwritten signature in purple ink that reads "Leigh Ann Warnock".

Leigh Ann Warnock,
Ephraim City Recorder

Encl.

Received

SEP 9 2009

Map sent 9/9

**Greg Bell
Lieutenant Governor**

SEP/14/2009/MON 04:25 PM Ephraim city

FAX No. 4352834867

P. 002

**EPHRAIM CITY ORDINANCE
ECO-09-01**

NORTHWEST ANNEXATION

**AN ORDINANCE DECLARING ANNEXATION OF
TERRITORY AND EXTENSION OF THE CORPORATE
LIMITS OF EPHRAIM CITY KNOWN AS THE
NORTHWEST ANNEXATION**

WHEREAS, a petition has been filed with the City of Ephraim for annexation of property into its boundaries; and

WHEREAS, it is found that this petition is in compliance with the City's adopted annexation policy;

NOW THEREFORE BE IT ORDAINED by the City Council of Ephraim that the following real property is annexed into the corporate limits of Ephraim City and the corporate limits of Ephraim City are extended accordingly. Said property is located in Sanpete County, State of Utah, and is more particularly described as follows, to-wit:

Beginning East 566.94 feet along the Section line from the Southwest Corner of Section 33, Township 16 South, Range 3 East, Salt Lake Base and Meridian; Thence as follows: North 580.80', S88°22'02" East, 694.88' South, 1.18' S87°59'44" East, 615.30' N00°07'42" East, 660.05' N87°27'47" East, 80.61' N00°07'42" East, 466.62', S89°52'18" East, 55.21', 'N01°01'43" East, 157.76', S89°52'18" East, 1192.33' to the west line of a railroad right of way N24°43'58" East, 199.05' along said west line, S88°49'21" East, 320.99' to the east right of way line of US Highway 89, thence along said right of way on a curve to the left 1185.44' (with a chord bearing and distance of S10°27'36" West, 1183.28' and a radius of 5659.70') thence along said right of way on a curve to the left 199.67' (with a chord bearing and distance of S03°26'57" West 199.66' and a radius of 5659.70') S07°32'08" West, 123.14' along said right of way, N88°49'21" West, 109.90' to the northeast corner of Christensen Tract II Annexation, N 89°19'30" West, 576.62' along said Annexation, N25°49'58" East, 160.89' along said Annexation, N88°29'57" West, 109.75' along said Annexation, S25°49'58" West, 165.74' along said Annexation, N89°17'21" West, 326.70' along said Annexation, S01°24'39" West, 524.40' along said Annexation to the Section Line West, 1666.30' to the Point of Beginning. Containing 67.888 Acres.

Approval is given on conditions set forth on the Agreement herein attached as Attachment A.

This ordinance shall take effect immediately upon posting, as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

SEP/14/2009/MON 04:25 PM Ephraim city

FAX No. 4352834867

P. 003

APPROVED, PASSED, and ADOPTED this 21st day of January, 2009. This Ordinance becomes effective July 1, 2009.

By *Cliff Birrell*
Cliff Birrell, Mayor

ATTEST:

Richard Anderson
Richard Anderson, City Recorder

COUNCIL VOTE

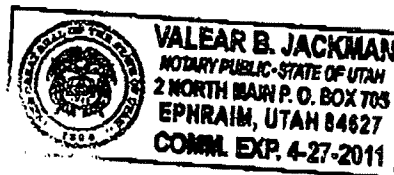
Terry Lund	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Kim Cragun	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Elaine Reid	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
David Parrish	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Dave Warren	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

State of Utah
County of Sanpete } s.s.

On The 1st Day of July, 2009 personally appeared before me the signers of the foregoing document who duly acknowledged to me that they did execute the same.

My Commission Expires 9-27-11

Notary Public *Valear B. Jackman*
(see seal below)



SEP/14/2009/MON 04:26 PM Ephraim city

FAX No. 4352834867

P. 004

When Recorded, Please Return to:
Ephraim City Recorder
5 South Main, Ephraim, UT 84627

ATTACHMENT A:

**ANNEXATION AGREEMENT
NORTHWEST ANNEXATION**

This Annexation Agreement (“**Agreement**”) is made by and between Ephraim City (hereinafter the “**City**”) and Chad J Parry, Rex A. Nielsen, Steven Butterfield, Doris Nielson Larsen, and the G. Stanley and Ruby B. Black Living Revocable Trust dated April 19, 1986 (hereinafter collectively the “**Petitioners**” and each, severally a “**Petitioner**”) to set forth the terms and conditions under which the City will agree to annex the land owned by Petitioners which is more particularly described in **Exhibit A (“Annex Land”)** into the corporate limits of the City and extend municipal services to a portion of the Annex Land.

This Agreement is made under authority of Utah Code Annotated 10-2-407 (1953, as amended), and shall serve as a supplement to the Annexation Policy Declaration when executed by all parties. In consideration of City’s agreement to annex Petitioners (the “**Annex Land**”) and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. **Annex Land:** The Annex Land to be annexed make up approximately 67.888 acres, depicted on the official plat shown as **Exhibit A**.
2. **Zoning:** Upon annexation, the Annex Land will be zoned as Commercial (C2), provided however, any existing uses of the Annex Land, or any portion thereof, whether agricultural or otherwise, may continue in accordance with the applicable provisions of the Ephraim City Code 10-3-11 and the Utah State Code 10-9A-511 until such time as the use of the Annex Land changes, provided, however, any change in the use of any portion of the Annex Land by an individual Petitioner shall not effect a change in the use or tax status of any other portion of the Annex Land or any other Petitioner.
3. **Future Development of the Annex Land:** The Petitioners understand and agree that annexing into the City does not vest them, jointly or severally, with the future rights to any specific development activity, use or density on their portion of the Annex Land. The Petitioners understand and agree that each Petitioner shall have the right to apply under, and develop their portion of the Annex Land in accordance with the City ordinances in existence at the time they may make a specific application for a specific development approval.
4. **Municipal Services:** Nothing in this Agreement obligates the City to extend the municipal services of culinary water, sanitary sewer, power, or roads to the Annex Land; however, in the event, and only in the event, that any Petitioner requests such services, the Petitioner(s) requesting such services, and only the requesting Petitioners will be responsible to bear all costs, fees, and assessments then associated with such services.

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FAX No. 4352834867

P. 005

- i. Petitioners agree that in the event, and only in the event, that a municipal sanitary sewer main line is installed within 300 feet of each principal residence or commercial building on a portion of the Annex Land any Petitioner(s) so affected, but only the Petitioner(s) so affected, shall connect to the municipal sanitary sewer line and shall pay all installation costs, assessments and fees associated with the connection thereto.
 - ii. Any municipal services not listed above will be provided in accordance with City policies and ordinances.
5. **Water Rights:** There is no requirement for Petitioners to dedicate water rights to the City as a condition of this annexation and each Petitioner shall retain all water rights they now own or hold or shall later acquire that are associated with their portion of the Annex Land. Nothing herein shall be construed to terminate such rights or prevent any Petitioner from hereafter severing, transferring, selling, alienating or hypothecating such water rights.
6. **Compliance with City Ordinances:** Petitioners understand and agree that the Annex Land, except as set forth herein, shall be subject to all City codes, rules, regulations and ordinances.
7. **Limited Approval.** Nothing herein shall be deemed to be Petitioners consent, approval, permission or authorization for the creation, construction or development of any road, pathway, easement, right of ingress or egress or other access to, or across, any portion of the Annex Land.
8. **Full Agreement:** This Agreement contains the full and complete agreement of the parties regarding the Annexation and there are no other agreements in regard to the annexation of the Annex Land. This Agreement may be amended only by a written instrument signed by all parties hereto.

This Agreement shall take effect immediately upon approval.

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**Northwest Annexation Agreement
Signature Page**

CHAD PARRY, Petitioner

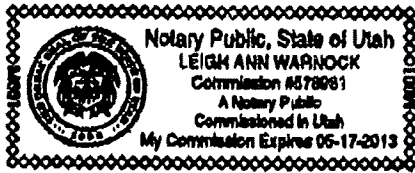
Chad Parry

STATE OF UTAH)

: SS

COUNTY OF SANPETE)

On the 18 day of June, 2009, **CHAD PARRY** personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein.



Leigh Ann Warnock

NOTARY PUBLIC

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P. 007

**Northwest Annexation Agreement
Signature Page**

REX NIELSEN, Petitioner

Rex Nielsen _____

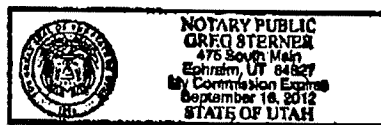
STATE OF UTAH)

: SS

COUNTY OF SANPETE)

On the 17th day of June, 2009, **REX NIELSEN** personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein.

[Signature] _____



NOTARY PUBLIC

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P. 008

**Northwest Annexation Agreement
Signature Page**

STEVEN BUTTERFIELD, Petitioner

Steven Butterfield

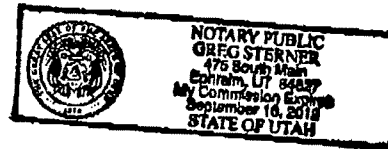
STATE OF UTAH)

: SS

COUNTY OF SANPETE)

On the 12th day of June, 2009, **STEVEN BUTTERFIELD** personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein.

[Signature]



NOTARY PUBLIC

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**Northwest Annexation Agreement
Signature Page**

DORIS N. LARSEN, Petitioner

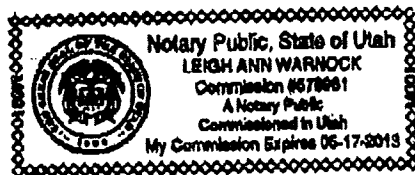
Doris N. Larsen _____

STATE OF UTAH)
 : SS
COUNTY OF SANPETE)

On the 16 day of June, 2009, **DORIS N. LARSEN** personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein.

Lizh Ann Warnock _____

NOTARY PUBLIC



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G. Stanley and Ruby B. Black ~~Living~~ Revocable Trust dated April 19, 1986 Petitioner

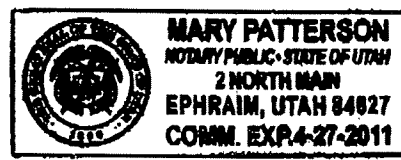
[Handwritten signatures and initials over the trust name]

STATE OF UTAH)
: SS
COUNTY OF SANPETE)

On the 10th day of July, 2009, RUBY B. BLACK personally appeared before me and duly acknowledged that he executed the foregoing instrument for the purposes stated therein.

[Handwritten signature of Mary Patterson]

NOTARY PUBLIC

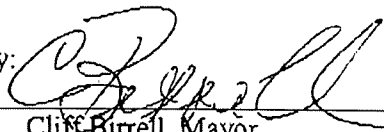


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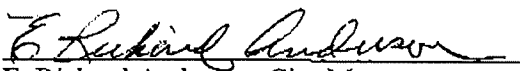
FAX No. 4352834867

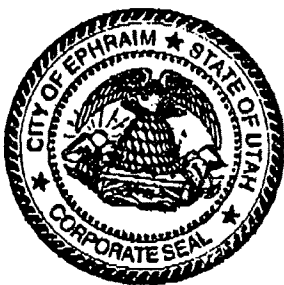
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Northwest Annexation Agreement
Signature Page

By: 
Cliff Birrell, Mayor

ATTEST:


E. Richard Anderson, City Manager



Ephraim City Seal

