

STATE OF UTAH

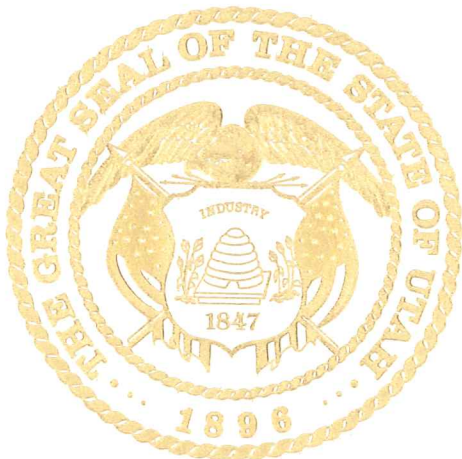


OFFICE OF THE LIEUTENANT GOVERNOR

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 COALVILLE CITY, dated January 26th, 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 COALVILLE CITY, located in Summit County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 21st day of September, 2009 at Salt Lake City, Utah.

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

GREG BELL
Lieutenant Governor

**COALVILLE CITY
ORDINANCE NO. 2009-1**

AN ORDINANCE FOR THE ANNEXATION TO COALVILLE CITY OF APPROXIMATELY 39.98 ACRES OF PROPERTY OWNED BY RAYMOND REES & SONS LIVESTOCK:

WHEREAS, Raymond Rees & Sons Livestock (herein "Petitioner") has filed its Petition (herein "the Petition") requesting that Coalville City annex 39.98 acres of real property owned by the Petitioner and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (herein "the Property"); and,

WHEREAS, the legal requirements for annexation as set forth in Title 10, Chapter 2, Part 4, Utah Code Annotated 1953, as amended, including the amendments made through the laws of 2007, have been fully complied with, including, without limitation, acceptance of the Petition by the Municipal Legislative Body, review consideration and recommendations by the Planning Commission, review and consideration of the Petition by the City Council and the conduct of all necessary public hearings; and,

WHEREAS, the Coalville City Council has heretofore approved the annexation subject to negotiation and execution of an annexation agreement which sets forth the terms and conditions for annexation; and,

WHEREAS, the City Council, after careful consideration of the issues relating to annexation of the Property, has determined that it is in the public interest and in furtherance of the public health, safety and welfare of the citizens of Coalville City, to grant the Petition and to annex the Property.

Received

SEP 08 2009

May Sna 9/8

Lieutenant Governor

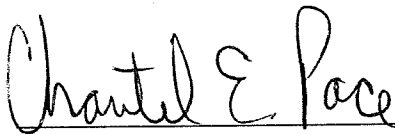
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF COALVILLE CITY AS FOLLOWS:

1. The Property, particularly described on Exhibit "A" attached hereto and by reference made a part hereof, is hereby annexed to Coalville City and the boundaries of the City are hereby adjusted in accordance with the annexation.
2. The annexation is subject to the terms and conditions set forth in the Annexation Agreement executed by the City and the Petitioner.
3. This Ordinance shall take effect on the date of publication of the same in the Summit County Bee.

DATED this 26th of January, 2009

ATTEST:

COALVILLE CITY:



City Recorder



Mayor

Councilmember Beames	Voted _____
Councilmember Boyer	Voted _____
Councilmember Crittenden	Voted _____
Councilmember Richins	Voted _____
Councilmember Scholes	Voted _____

When recorded please return to:
Coalville City Municipal Corporation
Attn: City Recorder
10 North Main Street
P.O. Box 188
Coalville, Utah 84017

ANNEXATION AGREEMENT FOR THE RAYMOND REES & SONS LIVESTOCK PROPERTY

This Annexation Agreement is made by and between Coalville City Municipal Corporation (the "City") and Tim C. Rees, Rebecca R. Ovard, Kathy Jean Kercher, Kerry Hull and Raymond Rees & Sons Livestock, (hereafter collectively referred to as "Petitioner") to set forth the terms and conditions under which Coalville City will annex land owned by Petitioner into the corporate limits of Coalville City and extend municipal services to that property. Coalville City's approval for annexation has been granted subject to execution and delivery of this Agreement by the parties hereto. In consideration of Coalville City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. Property – The Property to be annexed is approximately 40.43 acres, depicted on Exhibit "A" and more fully described on Exhibit "B", and incorporated herein by reference (hereafter referred to as the "Property") of which Petitioners are owners of record of approximately 32.814 acres. The annexation excludes any property lying west of Interstate 80.
2. Zoning – The Property to be annexed shall be zoned consistent with the criteria of the existing zone classifications within the City. The zone district classifications of the annexed Property shall be as described and depicted on Exhibits "A" and "B". The R-2 Zone shown on Exhibit A is bounded on the east by the Hoytsville Road right of way and the R-2 zone extends 500 feet west from the right of way. The AG zone covers the balance of the property to the west, to the Interstate Highway right of way.
3. Development Approval – Any and all development on the Property shall require compliance with Coalville City Development Code and all other ordinances, regulations and applicable provisions for development in Coalville City, including but not limited to Planning Commission and City Council approval. Density, roads, lot locations, open space, trails, infrastructure and other parameters of development of the Property that may be applicable shall be addressed during the development approval process.

4. Density – The total density consistent with the zoning classifications allowed for the entire Property at the time of annexation, as set forth on the zoning map attached hereto as Exhibit “A”, shall not exceed the maximum density available under the Coalville City Development Code.
5. Roads and Road Design – All streets, roads and trails that may be improved on the Property shall be constructed and maintained by the Petitioner in accordance with the City Engineering Standards and Specifications.
6. Sanitary Sewer – Any sanitary sewer connections shall be determined as part of a development approval process for the Property and/or in connection with building permit applications.
7. Water Rights – Petitioner agrees that as a condition to final approval of any development, Petitioner shall be required to reserve sufficient water rights to supply the requirements of the development. Petitioner shall submit evidence of ownership of sufficient water rights prior to final approval of any subdivision plat or development. Contemporaneous with final approval of any development, Petitioner shall convey to the City, free of all liens and encumbrances, all water rights required to serve the municipal and irrigation water requirements of the development. If the water requirements for either culinary or irrigation or both purposes cannot be met by water rights acquired by Petitioner with the Property, then Petitioner may meet the shortfall by providing Weber Basin Water Conservancy District water, so long as the Petitioner is and shall remain responsible for any additional and ongoing costs created by use of that water for the Development, including fees, costs and lease payments due Weber Basin. Additionally, should the City have surplus culinary water rights available, it may, in its sole discretion, provide such water rights to meet all or part of the culinary needs of a development upon the Petitioner’s payment to the City of the reasonable value of such water rights. In such event, the “in lieu payment” shall satisfy the Petitioner’s obligation to furnish culinary water to the extent the City shall provide and the Petitioner shall pay for the same. Petitioner, with the cooperation of the City, shall undertake the burden and expense of all change applications required to convert water rights to the City’s municipal use and for changing the points of diversion, nature of use and place of use of those rights as shall be reasonably required by the City. Petitioner shall be responsible for all administrative and legal expenses incurred in acquiring final approval of such change applications. The City shall not accept any water right which is not approved for diversion from a fully developed water source approved by the Utah Division of Water Rights, and, where necessary, by the Utah Division of Drinking Water, such as a well or spring owned by or to be conveyed to the City and which source is capable of delivering the water to be conveyed to the City. If the Petitioner fails to comply with the water rights requirements of this paragraph regarding any phase of the Development, the City may withhold all future development or building permits from that phase and any remaining phases of the Development until the Petitioner complies.

8. Water System – The water system, culinary and pressurized secondary for any development shall be designed and constructed in accordance with plans and specifications approved by the City and by any regulatory authority having jurisdiction.
9. Off-site Infrastructure Expansion and Extension - The Petitioners shall be responsible for the cost and installation of any enlargements, extensions or expansions of the City's existing infrastructure for municipal water, secondary water and sewer systems as shall be required to serve the Property, together with any cost or expense which may be incurred for the expansion of utilities services, including telephone, gas and other utilities resulting from the necessity to serve the Property. The City, at its sole discretion may up-size infrastructure systems to provide for additional capacity above and beyond the requirements of the annexed Property. The City shall be responsible for all additional costs incurred as a result of such up-sizing of infrastructure facilities.
10. Preliminary and Final Plats – Preliminary and final plats for any development of the Property shall follow a normal thorough planning process in accordance with the conditions of approval and consistent with the provisions of this Agreement and the Coalville City Development Code.
11. Planning Review Fees – Petitioner is responsible for any and all subdivision engineering, construction, inspection and other applicable fees required by the City at the time of application.
12. Impact and Building Fees – Petitioner shall pay all generally applicable impact, building permit and plan check fees or other applicable fees due for construction on the annexed land at the time of application or prior to issuance of building permits.
13. Snow Removal and Storage – The Developer may be responsible to remove or provide for the removal of snow from any private streets that are constructed on the Property.
14. Governing Law – The Petitioner will hold harmless, indemnify and defend the City, Mayor, members of the City Council and the employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees arising from or in any way connected with the annexation.
15. Compliance with Municipal and State Law – Petitioners and their agents shall be required to comply with all of the requirements of the Coalville City Development Code and all other municipal ordinances and regulations pertaining to the Property and to the development of the same and with all applicable laws, rules and regulations of the State of Utah and of its departments and agencies.

16. Full Agreement – This Agreement contains the full and complete agreement of the parties regarding the annexation. There are no other agreements in regard to the annexation of the Property. This Agreement may be amended only by a written instrument signed by all parties hereto.

17. Sensitive Land Development – Petitioner acknowledges that the Property may constitute an area that would be governed by the Coalville City Sensitive Land guidelines, including restrictions with respect to wet lands, expansive soils, hazardous materials and other applicable codes and provisions.

DATED this _____ day of June, 2009.

ATTEST:

COALVILLE CITY MUNICIPAL
CORPORATION:

Charrel E Pace
City Recorder

By: [Signature]
Its Mayor

PETITIONERS:

Tim C. Rees
Tim C. Rees

Rebecca R. Ovard
Rebecca R. Ovard

Kathy Jean Kercher
Kathy Jean Kercher

Kerry Ann Hull
Kerry Hull

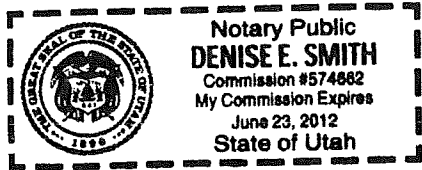
(signatures continued on subsequent page)

STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

On the 2ND day of July, 2009, personally appeared before me, Tim C. Rees, the signer of the within instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC

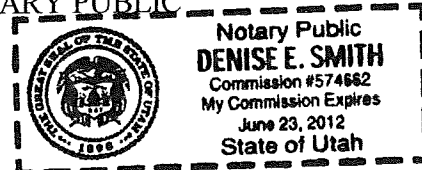
STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)




On the 2ND day of July, 2009, personally appeared before me, Rebecca R. Ovard, the signer of the within instrument, who duly acknowledged to me that she executed the same.


NOTARY PUBLIC

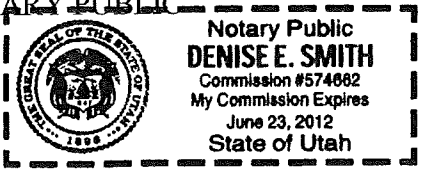
STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)



On the 2ND day of July, 2009, personally appeared before me, Kathy Jean Kercher, the signer of the within instrument, who duly acknowledged to me that she executed the same.

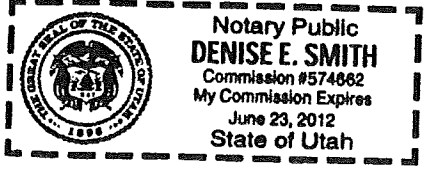

NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)



On the 2ND day of July, 2009, personally appeared before me, Kerry Hull ~~Rebecca R. Ovard~~, the signer of the within instrument, who duly acknowledged to me that she executed the same.

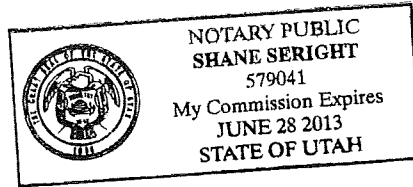

NOTARY PUBLIC



RAYMOND REES & SONS LIVESTOCK, a Utah Corporation

By: Rebecca R. Ovard
Its Secretary

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)



On the 8th day of July, 2009, personally appeared before me CHANTEL PACE and DUANE SCHMIDT, the city recorder and mayor respectively. DUANE SCHMIDT, being duly sworn did say that he is the mayor of Coalville City. CHANTEL PACE, being duly sworn did say that she is the city recorder of Coalville City. DUANE SCHMIDT and CHANTEL PACE did say, each for themselves, that the within and foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its city council and they duly acknowledged to me that the said municipal corporation executed the same.

Shane Seright
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the 2nd day of July, 2009, personally appeared before me, Rebecca R. Ovard, the Secretary of RAYMOND REES & SONS LIVESTOCK, the signer of the within instrument, who duly acknowledged to me that he/she executed the same in the capacity of Secretary of RAYMOND REES & SONS LIVESTOCK.

Denise E. Smith
NOTARY PUBLIC

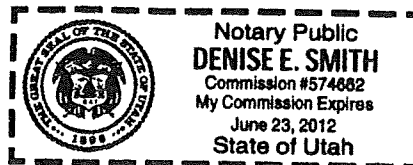


EXHIBIT A

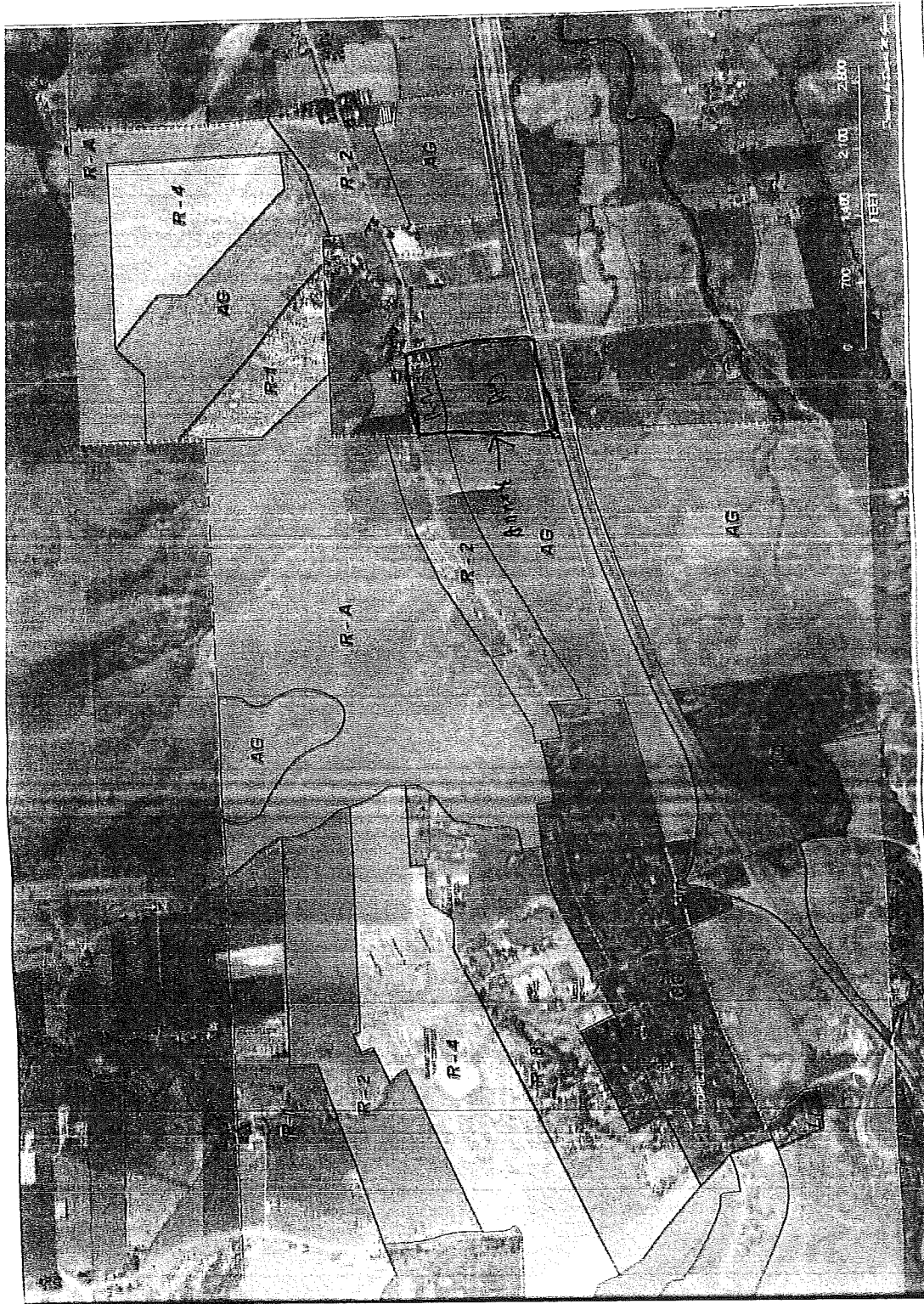


EXHIBIT APPROVED
BY THE BOARD OF CITY COMMISSIONERS
ON 11/15/2011
[Signature]
CITY CLERK

COALVILLE CITY MUNICIPAL CORPORATION
ZONING MAP

Map prepared by: [unclear]
Map dated: [unclear]
Map scale: [unclear]
Map title: [unclear]

EXHIBIT B:

FIRST PARCEL: Beginning 22 rods South of the Northwest corner of Section 21, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence North 86°0' East 112.2 rods; thence South 40 rods; thence South 86°0 West 112.2 rods; thence 40 rods to the point of beginning. Containing 28 acres. Less 3.47 acres to Highway I-80-4 (M5-485), less 0.79 acres Highway I-80-4 (M5-485, subject to easement for M5-485, less 0.20 acres M85-722 (NS- 490) QWD-264, less 0.10 acres 397-474 (NS-490), less 0.276 acres 397-476 (NS-490-A); leaving a remaining balance of 23.164 acres.

Excluding however any acreage of the foregoing lying west of Interstate 80.

And

SECOND PARCEL: Beginning at the North West corner of Section 21, Township 2 North, Range 5 East 26.47 chains, thence East 26.47 chains, thence South 11 degrees 30 minutes East 4 chains, thence South 86 degrees 0 minutes West 27.25 chains; thence North 5.37 chains to the point of beginning. Containing 12.43 acres, less 0.81 acres Rail Road Right-of Way, less 1.97 acres Highway Right -of Way 80-4 (M5-485) Subject to Easement BM5-485 SWD 620 M56-14; leaving a remaining balance of 9.65 acres.

Excluding however any acreage of the foregoing lying west of Interstate 80.

Certification of Annexation Petition

I, Chantel Pace, City Recorder, do hereby certify that the petition of annexation submitted to Coalville City by the Estate of Clifton R. Rees, for annexation of approximately 39.98 acres of land in Summit County, Utah which parcel is contiguous to the south west boundaries of Coalville City, complies with the legal requirements of the State Code 10-2-402 & 403 in that it:

- a. It is a contiguous area;
- b. It is contiguous to Coalville City;
- c. The area is within the proposed annexing expansion area of Coalville City;
- d. does not create an unincorporated island or peninsula;
- e. contains the signature of the owners of private property that hold more than 100% of the property and 1/3 the assessed value of the property;
- f. is accompanied by a plat which has been prepared by a licensed surveyor;
- g. and the petition contact has been named as the Estate of Clifton R. Rees, Representative Tim Rees whose mailing address is 658 S. Main Street, Coalville, UT 84017 and phone (435) 336-2279.

Chantel E. Pace
Chantel E. Pace, Coalville City Recorder

9/9/08
Date

Public Notice of Certification of Annexation Petition

Pursuant to Utah State Code Ann. 10-2-406 Coalville City hereby gives notice as follows:

1. A petition for Annexation has been received in the office of the Coalville City Recorder for the purpose of requesting the annexation of the following parcel of land. Said complete petition was received on September 11, 2007. The Coalville City Council heard the petition at their regularly scheduled meeting on September 8, 2008 and acted to accept the petition for consideration;
2. On September 9, 2008 the Coalville City Council received the required Notice of Certification for the City Recorder certifying that the petition satisfies the requirements of state law.
3. The area proposed for annexation is located west of the current municipal boundary, more specifically described as follows:

A tract of land in the Northwest Quarter of Section 21, T2N, R5E, SLB&M and having a Basis of Bearing taken as North between the Northwest Corner and West Quarter Corner of said Section 21 described as follows:

Beginning at the Northwest Corner of Section 21, T2N, R5E, SLB&M and running thence South 89 degrees 34'42" East 1750.37 feet along the section line more or less to the State Highway; thence South 11 degrees 30'00" East 229.13 feet to a point on the North Line of Parcel NS-488; the next (3) courses along said Parcel NS-488, thence North 86 degrees 00'00" East 51.61 feet; thence South 660.00 feet; thence South 86 degrees 00'00" West 1852.00 feet to a point on the West line of section 21; thence North 1023.00 feet along the Section Line to the POINT OF BEGINNING; said described tract containing 39.98 Acres, more or less.

4. The complete annexation petition is available for inspection at the office of the Coalville City Recorder, 10 North Main, Coalville, UT 84017.
5. Coalville City may grant the petition(s) and annex the areas described in the Petition(s) unless a written protest to the annexation petition(s) is filed with the Summit County Clerk at 60 N. Main, Coalville, UT 84017 and a copy delivered to the Coalville City Recorder at 10 N. Main, Coalville, UT 84017 on or before October 8, 2008. Protests to the annexation petition may be filed by the legislative body or governing board of an affected entity in accordance with State Code Section 10-2-407.

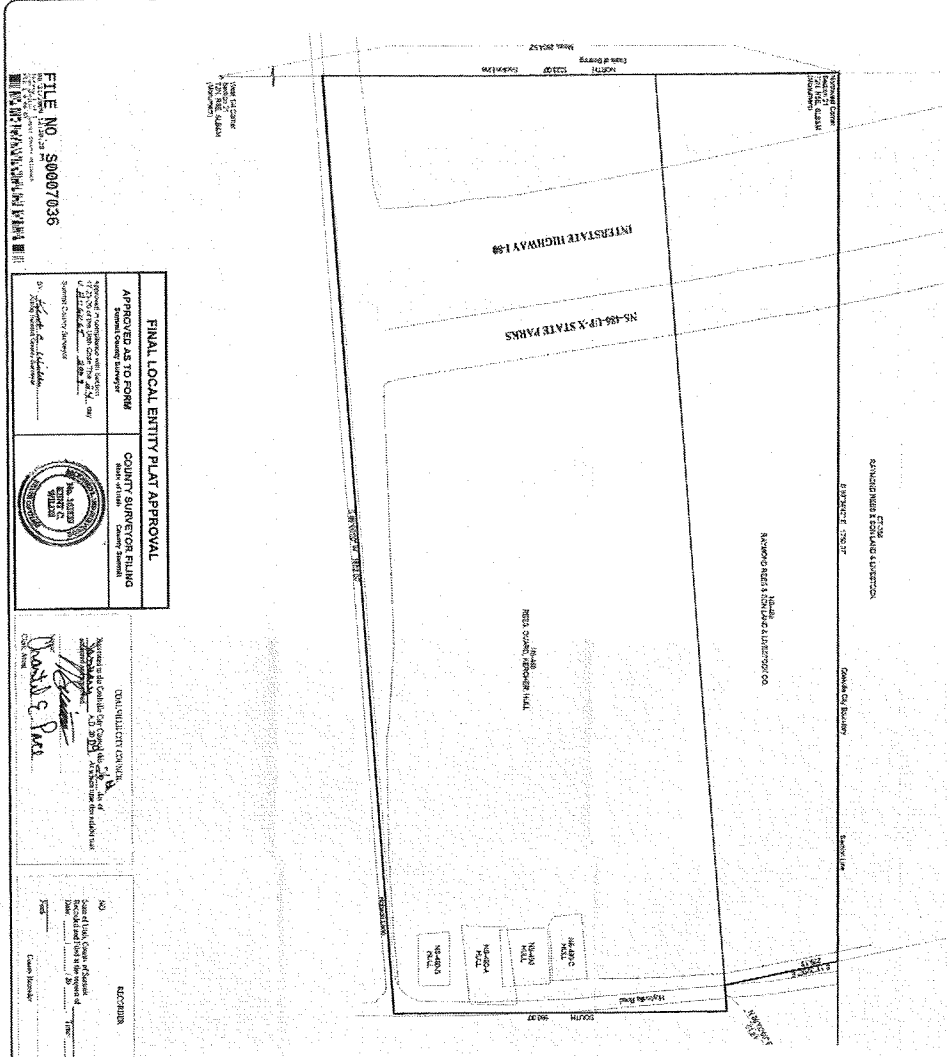
Chantel E. Pace, City Recorder

Published September 12, 2008; September 19, 2008; and September 26, 2008; in the Summit County News.



COALVILLE CITY ANNEXATION PLAT

PARCELS NS-489 & NS-488, NS-491, NS-491-A, NS-496 & NS-496-C
Part of Section 21, Township 3 South, Range 5 East, S13 East
Summit County, Utah

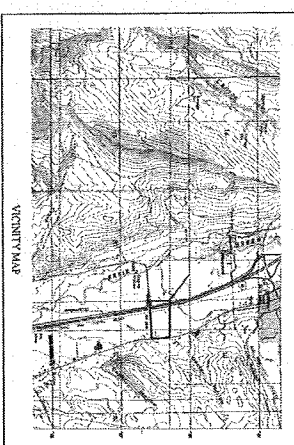


FILE NO. S0007036
 Surveyed by: [Name]
 Date: [Date]

FINAL LOCAL ENTITY PLAT APPROVAL APPROVED AS TO FORM Summit County Surveyor [Signature] [Date]	COUNTY SURVEYOR SIGNATURE [Signature] [Date]
---	---

DUAL-CHECKED BY: [Name]
 [Signature]
 [Date]

NO.	SECTION



Annexation Description

A plat of parcels NS-489, NS-488, NS-491, NS-491-A, NS-496 & NS-496-C, located in Section 21, Township 3 South, Range 5 East, S13 East, Summit County, Utah, is hereby annexed to the City of Coalville, Utah. The parcels are shown on the attached map and are being annexed to the City of Coalville, Utah, for the purpose of providing for the public use, safety, health, and general welfare of the community. The parcels are being annexed to the City of Coalville, Utah, for the purpose of providing for the public use, safety, health, and general welfare of the community.

Surveyor Certificate



S-7036

ANNEXATION MAP
 Prepared for: Becky Orard
 Parcels NS-489 & NS-488
 Part of Section: 21, T3N, R5E, S13E & M
 Coalville, Summit County, Utah

DATE	FILE	QUANTITY	FOOT

DATE	FILE	QUANTITY	FOOT

HIGH MOUNTAIN SURVEYING, LLC
 P.O. Box 415
 1325 South Howards Road
 Coalville, Utah 84017
 (435) 336-4210