

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  
PROVIDENCE CITY, dated May 10<sup>th</sup>, 2011, 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 PROVIDENCE 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 29<sup>th</sup> day of  
June, 2011 at Salt Lake City, Utah.

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GREG BELL  
Lieutenant Governor



# Providence City

15 South Main Street  
Providence, UT 84332  
(435) 752-9441 • Fax: (435)753-1586

June 10, 2011

Utah Lt. Governor's Office  
Utah State Capitol Complex  
P.O. Box 142325  
Salt Lake City, Utah 84114-2325

RE: Impending Boundary Action  
Providence City, Cache County

Lt. Governor Bell:

On May 10, 2011, the Providence City Council adopted Ordinance No. 004-2011 an ordinance modifying the Providence City corporate limits by annexing approximately 6.8 acres. The legal description for the property is as follows:

Part of Lot 1, Block 3, Plat "D", Providence Farm Survey located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Beginning at the Southwest Corner of Lot 1, Block 3, Plat "D", Providence Farm Survey and running thence N01°34'33"E 660.01 feet along the west line of said Lot 1 (North 10.00 chains, By Record) to the Northwest Corner of said Lot 1; thence S88°05'59"E 485.65 feet; (East 7.07 chs, By Record) to the east bank of the Providence-Blacksmith Fork Ditch; thence along said east bank the next eight courses:

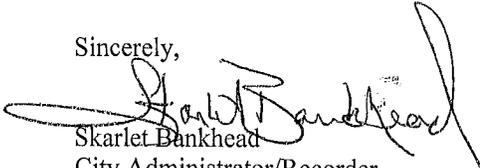
- 1) thence S29°43'30"W 103.92 feet;
- 2) thence S00°54'01"E 20.68 feet;
- 3) thence S12°33'22"E 93.78 feet;
- 4) thence S22°18'32"W 145.36 feet;
- 5) thence S08°28'19"W 150.44 feet;
- 6) thence S08°09'03"W 61.17 feet;
- 7) thence S15°24'00"W 114.85 feet;
- 8) thence S10°29'24"W 66.71 feet to the south right-of-way line of 2100 South Street; thence along said south right-of-way line N87°51'01"W 346.11 feet; thence N01°34'33"E 66.00 feet to the point of beginning, containing 6.8 acres, more or less.

This statement certifies that all requirements applicable to the boundary action have been met.

Also included with this statement is a copy of the annexing ordinance, the associated annexation agreement, and the approved final local entity plat.

If you need additional information, please contact me, email: [sbankhead@providence.utah.gov](mailto:sbankhead@providence.utah.gov) or voice: 435-752-9441 ext. 11.

Sincerely,

  
Skarlet Bankhead  
City Administrator/Recorder

## Received

JUN 22 2011  
My Sec 6/22  
Greg Bell  
Lieutenant Governor

**Ordinance Modification 004-2011**

**AN ORDINANCE MODIFYING THE PROVIDENCE CITY CORPORATE LIMITS.**

WHEREAS Skarlet Bankhead, the duly appointed and acting City Recorder of Providence City, Cache County, Utah did hereby receive a Petition for Annexation and Plat which was filed with the City by Dan Cox, Petition Sponsor; and

WHEREAS, the legal description for said property is as follows:

Part of Lot 1, Block 3, Plat "D", Providence Farm Survey located in the Northwest Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Beginning at the Southwest Corner of Lot 1, Block 3, Plat "D", Providence Farm Survey and running thence N01°34'33"E 660.01 feet along the west line of said Lot 1 (North 10.00 chains, By Record) to the Northwest Corner of said Lot 1; thence S88°05'59"E 485.65 feet; (East 7.07 chs, By Record) to the east bank of the Providence-Blacksmith Fork Ditch; thence along said east bank the next eight courses:

- 1) thence S29°43'30"W 103.92 feet;
- 2) thence S00°54'01"E 20.68 feet;
- 3) thence S12°33'22"E 93.78 feet;
- 4) thence S22°18'32"W 145.36 feet;
- 5) thence S08°28'19"W 150.44 feet;
- 6) thence S08°09'03"W 61.17 feet;
- 7) thence S15°24'00"W 114.85 feet;
- 8) thence S10°29'24"W 66.71 feet to the south right-of-way line of 2100 South Street; thence along said south right-of-way line N87°51'01"W 346.11 feet; thence N01°34'33"E 66.00 feet to the point of beginning, containing 6.8 acres, more or less.

and

WHEREAS, the Petition was accepted by the Providence City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 11-004 adopted and passed by the City Council on February 8, 2011; and

WHEREAS, Skarlet Bankhead did certify that the Petition met the requirements of Subsections 10-2-403 (2), (3), and (4) of the Utah Code and did give Notice to the Providence City Council March 8, 2011, the Contact Sponsor for said Petition, and the Cache County Council, of Certification; and

WHEREAS, pursuant to Section 10-2-406, UCA, Providence City, Utah, did give Notice of

Certification of Annexation Petition to Cache County Corporation, Cache Valley Transit District, Cache Mosquito Abatement District, Millville/Nibley Cemetery District, Millville City, and Nibley City; and

WHEREAS, the Notice of Annexation was published in the Herald Journal on March 28, April 4, and April 11, 2011 and

WHEREAS, a formal protest to the Petition has not been received; and

WHEREAS Providence City desires to preserve and/or enhance the general public health, safety, and welfare of its residents by following its Annexation Policy Plan; and

WHEREAS Providence City desires to annex the property because the property can be serviced by Providence City; and

WHEREAS the owner has requested that the property be annexed with a Single-Family Residential (SFR) zone; and

WHEREAS after being advertised in pursuant to Subsection 10-9a-205, UCA, on March 9, 2011 the Providence City Planning Commission held a public hearing to receive public comment on the SFR zone request; and

WHEREAS after the public hearing the Planning Commission took the following action:  
*Motion to recommend to the City Council that the request to zone approximately 6.8 acres of property (conditional on annexation of the property) located adjacent to the southwest boundary of the City from Agricultural to Single Family Residential be approved: C Kirk, L Frank second*  
*Vote: Yea: G Busch, S Flammer, C Kirk, L Frank*  
*Nay: R Sneddon*  
*Abstain: None*  
*Excused: R Gustaveson*

WHEREAS Providence City has the following specific conditions that apply to the development of said property:

1. The annexation of said 6.8 acres more or less shall be evidence that, the owners understand and agree that the City cannot and will not approve any development to proceed on said 6.8 acres until the owner transfers 6 irrigation water shares in the Blacksmith Fork Irrigation Company, with good and clear title, to the City.
2. The owners understand and agree that they will build and improve 2100 South (700 South – Providence City), including the installation of underground utilities such as: water and sewer, in accordance with Providence City Code, Providence City Public Works Standards and Specifications, and any other relevant regulations for the length of the above described

property.

- 3. The owners understand and agree that they will provide for a walking path to connect with Hampshire Park.
- 4. The owners understand and agree that development design will provide for gravity flow sewer to all lots within each proposed subdivision development.
- 5. See the attached annexation agreement between Providence City and Dan Cox, Sunrise Acres 2 LLC for details of the above 4 items and any additional conditions and/or requirements.

THEREFORE, BE IT ORDAINED that the Providence City Council grants the Petition of Annexation filed by Dan Cox expressly subject to the conditions listed above; and

THEREFORE, BE IT ORDAINED by the Providence City Council that the Providence City Corporate limits will be modified to include said property as described above; and

THEREFORE, BE IT ORDAINED by the Providence City Council that the annexed parcels shall be zoned as Single-Family Traditional (SFT); and

THEREFORE, BE IT ORDAINED by the Providence City Council that the Providence City Zoning Map shall also be changed to include the property as described and zoned above; and

THEREFORE, BE IT ORDAINED by the Providence City Council that this ordinance will become effective immediately upon passage and certification from the Lt. Governor's office.

Passed by vote of the Providence City Council this 10<sup>th</sup> day of May, 2011.

Council Vote:

Astle, Dale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Bagley, Bill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Calderwood, Don	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Low, David	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Signed by Mayor Ronald Liechty this 10 day of May, 2011.

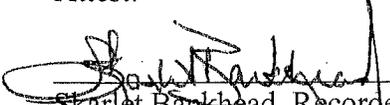
Providence City




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Ronald Liechty, Mayor

Attest:

  
Skarlet Bankhead, Recorder



**ANNEXATION AGREEMENT  
BETWEEN PROVIDENCE CITY, DAN COX AND SUN RISE ACRES 2, LLC**

This Annexation Agreement (“Agreement”), entered into by and between Dan Cox (“Cox”), Sun Rise Acres 2, LLC, entity number 7907018-0160 (“Sun Rise”) and Providence City, a municipal corporation of the State of Utah (“City”).

**RECITALS**

**WHEREAS**, Cox is the owner of one parcel of land located in unincorporated Cache County and contiguous to the City and referred to on the records of the Cache County Recorder as parcel numbers 02-117-0021 (“Parcel”);

**WHEREAS**, Sun Rise is the entity that intends to develop the Parcel;

**WHEREAS**, the parties intend to enter into this Agreement to establish annexation and development parameters for the Parcel;

**WHEREAS**, Cox has filed a petition with the City, dated December 29, 2010, (hereinafter “Petition”) requesting that the City Council annex the Parcel into the City and zoned Single Family Residential;

**WHEREAS**, the City has certified the Petition and held a public hearing in accordance with state code requirements;

**WHEREAS**, the City is willing to grant the Petition and adopt an ordinance annexing (“Annexation Ordinance”) the Parcel on the terms and conditions set forth herein;

**WHEREAS**, the parties intend for the terms and conditions contained herein to be restrictive covenants that run with the land;

**WHEREAS**, Cox and Sun Rise understand the terms and conditions set forth herein and is willing to be bound by the same as a condition of annexation.

**NOW THEREFORE**, in consideration of the foregoing recitals and the covenants and conditions expressed herein, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

**SECTION 1  
ANNEXATION OF PARCEL AND ZONING**

The City hereby agrees that the Parcel will be annexed into the City. Cox initially applied for the Parcel to be zoned Single Family Residential. However, following a public hearing held on April 26, 2011, Cox, Sun Rise and the City agree that the Parcel will be zoned Single Family Traditional.

**SECTION 2**  
**COX AND SUN RISE OBLIGATIONS**

Cox agrees to perform the conditions identified in subsections 2.1 and 2.2 before the final plat for the development of the parcel will be approved by the City.

- 2.1 Transfer of Water Shares.** Cox agrees to transfer 6 irrigation water shares in the Providence Blacksmith Fork Irrigation Company, with good and clear title, to the City before the City can approve a final plat for any development on the Parcel.
- 2.2 Conveyance of Property.** Cox agrees to convey to the City a fifteen foot (15') wide strip of property adjacent to and paralleling the south line of lot 31 in the Sunrise Acres Subdivision. This strip will extend from 330 West to the east line of the Parcel. The purpose of this conveyance to the City is to provide the City with ingress and egress to and from Hampshire Park as well as for any other lawful purpose for the City, including, but not limited to, the placement of underground utilities. Cox acknowledges and agrees that the conveyance of this property to the City is for annexation purposes and hereby waives any right to receive additional consideration under Utah Code Ann. § 10-9a-508(3)(a) if the City exercises its discretion to dispose of the property at some time in the future.

The parties agree that any development on the Parcel will meet the following conditions, in addition to compliance with all other lawful requirements and regulations:

- 2.3 Street Connection.** The parties agree that the road constructed in the Parcel to service future residential development will be a through street and will connect Providence City road 330 West to the road currently designated as Cache County Road 2100 South.
- 2.4 Gravity Flow Sewer.** The parties agree that all lots developed on the Parcel, regardless of the structure to be located on the respective lots, must gravity flow to the City sewer that will be installed by Sun Rise. The sewer that is installed by Sun Rise must gravity flow to the existing City sewer back to the north end of 330 West. This subsection shall not be interpreted to preclude the use of a pump or lift station from the basement of a structure on a lot to a higher level of that structure only.
- 2.5 Improve County Road 2100 South.** The parties agree that Sun Rise will improve County Road 2100 South in accordance with the developmental process and requirements provided for in the City Ordinances in effect at the time a complete application is filed and pursuant to Providence City Standards and Specifications Manual.
- 2.6 Development Must Comply with Other Ordinances and Requirements.** Cox and Sun Rise acknowledge and agree that nothing in this Agreement or the

Annexation Ordinance shall be interpreted to relieve Cox and/or Sun Rise of complying with any other ordinances, regulations, exactions or requirements necessary for approval and recordation of subdivision plans and site plans associated with the development of the Parcel.

**SECTION 3  
RIGHTS GRANTED BY AGREEMENT**

- 3.1 Rights Granted by Agreement.** The parties acknowledge and agree that this Agreement does not and cannot guarantee any particular development plan on the Parcel. State Law, City ordinances and the regular processes of law must be followed. This Agreement guarantees that that any proposed development plan will be given fair and legal consideration under the ordinances, regulations and rules in effect at the time completed applications for development are filed.
- 3.2 Reserved Legislative Powers.** The parties acknowledge and agree that this Agreement does not limit the future exercise of the City's legislative or police power to enact ordinances, standards or rules regulating development.
- 3.3 Vested Rights.** The parties acknowledge and agree that neither this Agreement nor the Annexation Ordinance vests rights in Cox or Sun Rise regarding any particular development plan or zoning of the Parcel; rather, the vesting rules located in Utah Code Ann. § 10-9a-509 govern vesting. The parties acknowledge and agree that pursuant to Utah Code Ann. § 10-9a-509, Cox's future application for development of the Parcel will be entitled to approval if the application is complete and conforms to the ordinances in place on the date it is submitted and all applicable fees are paid.
- 3.4 Covenants to Run with the Land.** This Agreement shall be recorded in the office of the Cache County Recorder as a restriction against the Parcel. The parties intend that this Agreement operate as a restrictive covenant that runs with the land.

**SECTION 4  
MISCELLANEOUS**

The parties agree and acknowledge that the following provisions are an integral part of this Agreement.

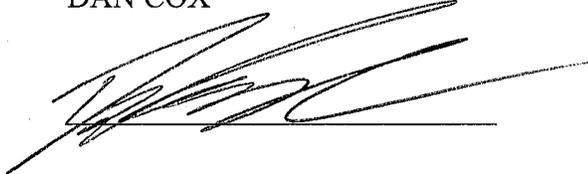
- 4.1 Representations.** The City, Cox and Sun Rise each represent and warrant that they are authorized to enter into this Agreement in their respective capacities as municipal corporation, owner of Parcel and developer and to carry out their respective obligations hereunder.
- 4.2 No Litigation Representation.** The City, Cox and Sun Rise each represent and warrant that there is no litigation or legal or governmental action, proceeding,

inquiry or investigation pending or threatened to which they are a party or to which any of its property is subject which if determined adversely to the party, would individually or in the aggregate (i) affect the validity or the enforceability of this Agreement, or (ii) otherwise materially adversely affect the ability of the parties to comply with their obligations under this Agreement or the transactions contemplated by this Agreement.

- 4.3 Assignment.** Neither the City, Cox nor Sun Rise may assign any interest herein without prior written consent of the other party to this Agreement. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the City, Cox or Sun Rise.
- 4.4 Entire Agreement.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.
- 4.5 Severability.** Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Agreement shall be held, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be severed, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Agreement frustrate the intended purpose of the parties, as expressed herein, such invalidity shall cause this Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo as though this Agreement had not been signed.
- 4.6 Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought in the District Court of Cache County, Utah, the parties expressly consenting to jurisdiction and venue in that district and county.

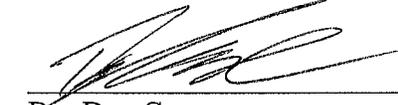
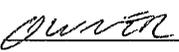
DATED this 26 day of May 2011

DAN COX



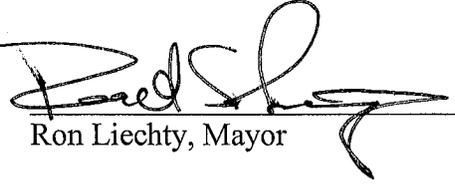
DATED this 26<sup>th</sup> day of May 2011

SUN RISE ACRES 2, LLC

  
\_\_\_\_\_  
By: Dan Cox  
Its:  \_\_\_\_\_

Approved by the Providence City Council the 10 day of May, 2011.



  
\_\_\_\_\_  
Ron Liechty, Mayor

Attest:

  
\_\_\_\_\_  
Skarlet Bankhead, Recorder

