

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

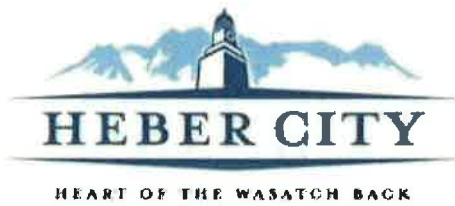
I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from HEBER CITY, dated June 25, 2019, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

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 8th day of July, 2019 at Salt Lake City, Utah.



SPENCER J. COX
Lieutenant Governor



**NOTICE OF IMPENDING BOUNDARY ACTION
BEEHIVE ANNEXATION**

June 25, 2019

To the Lieutenant Governor, State of Utah:

I am the City Recorder for Heber City, Utah. This is a Notice of Impending Boundary Action regarding the Beehive Annexation. This annexation was accepted by the adoption of Ordinance 2019-14, which was passed by the Heber City Council on June 4, 2019.

I hereby certify all applicable legal requirements for this boundary action have been met.

You should have received a copy of Ordinance 2019-14 and a copy of the final local entity plat.

Please contact me at 435-657-7886 if you have any questions.

Signed:

Trina Cooke
Heber City Recorder
75 North Main Street
Heber City, Utah 84032

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

Subscribe and sworn before me on this 25th day of June, 2019, by Trina Cooke.

NOTARY PUBLIC

ORDINANCE NO. 2019-14

AN ORDINANCE APPROVING THE BEEHIVE ANNEXATION.

BE IT ORDAINED by the City Council of Heber City, Utah, the 13.08 acres +/- annexation known as the Beehive Annexation, described in Exhibit 2 and further illustrated in Exhibit 3, is hereby annexed into Heber City, consistent with the General Plan and Annexation Policy Plan.

This Ordinance shall take effect immediately upon passage, but not prior to the execution of the Annexation Agreement illustrated in Exhibit 1.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 4 day of June 2019.

	AYE	NAY	ABSENT	ABSTAIN
Jeffery M. Bradshaw	<u>X</u>	_____	_____	_____
Jeffrey Smith	<u>X</u>	_____	_____	_____
Ronald R. Crittenden	_____	<u>X</u>	_____	_____
Heidi Franco	<u>X</u>	_____	_____	_____
Wayne Hardman	<u>X</u>	_____	_____	_____

APPROVED:

Kelleen L. Potter
Mayor Kelleen L. Potter



ATTEST:

Irma W. Coole Date: 6/4/2019
RECORDER

EXHIBIT 1: ANNEXATION AGREEMENT

When recorded return to:
Beehive Storage LC
3282 Sunset Hollow Dr.
Bountiful, UT 84010

**BEEHIVE ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND**

THIS AGREEMENT (“Agreement”) entered into this 4th day of June, 2019 (“Effective Date”), by and between Heber City (“City”) and Beehive Storage LC (“Petitioners”).

RECITALS

WHEREAS, Petitioners are the owner of approximately 12.86 acres of undeveloped and developed land situated in unincorporated Wasatch County and contiguous to the current boundaries of the City, as such property is described and depicted on Exhibit 2 attached hereto (“Property”);

WHEREAS, Petitioners desire to continue to use and extend an existing connection to Heber City’s culinary water system to provide the required fire protection on the property necessary for the construction of future storage sheds;

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

NOW THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are material to this Agreement and are incorporated and made a part of this Agreement as though they were fully set forth herein.

2. **ANNEXATION.** As soon as is practicable after the Effective Date, City agrees to annex the Property into the City, in accordance with all the terms and provisions of this Agreement and the exhibits attached hereto, and to do all things necessary or appropriate to cause the Property to be validly annexed to the City.

3. **ZONING.** The annexation shall be zoned as I-1 Industrial, consistent with the City’s General Plan Future Land Use Map, as depicted in Exhibit 4.

4. **SITE PLAN.** The City will recognize the site plan shown in Exhibit 6 including any amendments for development of the site for two (2) years after the Beehive Annexation is recorded, with up to three (3) one (1) year extensions.

Petitioner shall be permitted to discharge its retention pond water into the municipally owned canal directly north of the property at all phases of development. Should the City not purchase the Bypass property (See paragraph 6 below) the retention pond may be moved further north on the property to allow for additional construction.

Petitioner shall be permitted to connect to the City water line and water in order to complete its proposed phase development of storage units, along with any applicable fees.

5. **WATER RIGHTS.** Petitioner shall provide water rights for any future development of the property that necessitates water rights, consistent with Heber City's Water Policy.

6. **FUTURE HIGHWAY BYPASS.** Petitioner agrees to keep the northernmost 135 feet of property free of buildings for a period of five (5) years from the date of recording the Beehive Annexation Plat. Should the City or another government entity acquire state or federal approval and funding to build the Heber Valley Bypass Road within this five (5) year period of time, and the path of the Bypass road intersects Petitioner's property, Petitioner will sell this portion of property to the City or the other government entity for its fair market value. The exact dimensions of property to be sold shall be determined by the approved project.

7. **INDUSTRIAL PARK RIGHT OF WAY.** If property fronting Industrial Park Way within the Beehive Storage site is redeveloped with a different use, the Industrial Park Right of Way frontage shall be improved to current City standards for a 72 foot width Major Collector, as illustrated in Exhibit 5.

8. **PROPERTY ADJOINING HVSSD.** Unoccupied uses shall be placed within 300 feet of the western boundary of the property. Petitioners shall obtain written consent from the Heber Valley Special Service District (HVSSD) for any occupied uses within this area.

9. **BINDING EFFECT.** The provisions contained herein shall be deemed to run with the Property, and a copy of this Agreement or a notice thereof must, within ten (10) days after the last party executes this Agreement, be recorded in the office of the Wasatch County Recorder. This agreement shall be binding upon Petitioner and the City and their respective successors and assigns.

10. **SEVERABILITY.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is invalid or unenforceable under such law, such provision will be ineffective only to the extent of such invalidity, without invalidating the remaining provisions of this Agreement.

11. **DEFAULT.** In the event either party fails to perform its obligations hereunder or to comply with the terms hereof, and such failure remains uncured for sixty (60) days after receiving written notice of default, then the non-defaulting party may pursue such remedies as may be available hereunder; provided that (i) if such failure cannot reasonably be cured within such 60-day period and (ii) the defaulting party shall have commenced to cure such failure within such 60-day period and thereafter uses reasonable efforts to cure the same, such 60-day period shall be extended for so long as it shall require the defaulting party in the exercise of reasonable efforts to cure such failure, but in no event to exceed 120 days in the aggregate. In addition to all other lawful remedies available to it, the City shall not be obligated to consider or grant any applications for approvals by Petitioners when in default; provided, however, that

termination of this Agreement shall not be a remedy of the City for a default under this Agreement.

12. **REMEDIES** . In the event of any party's default under this Agreement the nondefaulting party or parties may, in addition, but not limited to any and all other remedies afforded them by local, state or federal law, or in the Agreements referenced and mentioned above herein, or this Agreement, sue for injunctive relief and/or damages. The prevailing party or parties shall recover their costs and attorney's fees.

13. **MISCELLANEOUS.**

(a) **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and the remaining provisions of this Agreement shall continue in full force and effect so long as the remainder of the Agreement substantially provides the relative benefits and burdens bargained for by the parties in this Agreement.

(b) **Construction of Agreement.** This Agreement shall be construed as if collectively drafted. The rights and obligations of the parties set forth in this Agreement do not create any rights in or obligations to any other persons or entities except as expressly stated herein. Time is expressly made of the essence with respect to the performance of each and every obligation of this Agreement. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties.

(c) **Amendment.** This Agreement may be amended only in a writing executed by the parties. No amendment, change, or modification of any provision contained in this Agreement shall be effective unless fully set forth in a writing signed by both City and Petitioners. Notwithstanding any conflicting preference or precedent established by statute, common law or in equity, the parties waive all defenses to the enforcement of this provision, together with the right to claim that this Agreement was amended, changed or modified in any way by reason of the parties' course of dealing, industry standard, promise, representation, statement, reliance, passage of time, or other theory.

(d) **Non-Liability of City Officials and Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Petitioners, or any successor in interest or assignee of Petitioners, in the event of any default or breach by the City, or for any amount which may become due Petitioners, or their successors or assignees, or for any obligation arising under the terms of this Agreement.

(e) **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires or other casualties; or other causes beyond the control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph shall notify the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

(f) **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the

Property, contain the entire agreement of the parties with respect to the subject matter hereof and supersede any other prior promises, representations, warranties, inducements, or understandings among the Parties.

(g) Notice. All notices, requests and demands to be made hereunder to the Parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) certified or registered mail, postage prepaid, return receipt requested; or (c) courier or delivery service. Any notice, demand or request sent pursuant to this Agreement shall be deemed received three (3) days following deposit in the mail.

If to the City, to: Heber City, Utah
Trina Cooke
75 N. Main St
Heber 84032

If to Petitioner, to: Beehive Storage LC
3282 S. SUNSET Hollow Drive
Bountiful, Utah 84010

Any party may change its address for notice under this Agreement by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the City and Petitioners have executed this Agreement by and through their respective duly authorized representatives as of the day and year first herein above written.



Trina Cooke

HEBER CITY, UTAH

By: Kelleen Potter

Name (Print): Kelleen Potter

Its: Mayor

STATE OF UTAH)
) :ss
COUNTY OF WASATCH)



On June 24, 2019 personally appeared before me, a Notary Public, Kelleen Potter and Trina Cooke, the Mayor and City Recorder, respectively, of HEBER CITY, UTAH personally known or proved to me to be the persons whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of HEBER CITY, UTAH.

Kelly Rogers

Notary Public

S
E
A
L

BEEHIVE STORAGE LC

By: Carolyn White

Name (Print): Carolyn white

Its: Manager

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

On June 17, 2019 personally appeared before me, a Notary Public, Carolyn White, the MANAGER of Beehive Storage LC, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Beehive Storage LC.

Douglas F. White
Notary Public

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A
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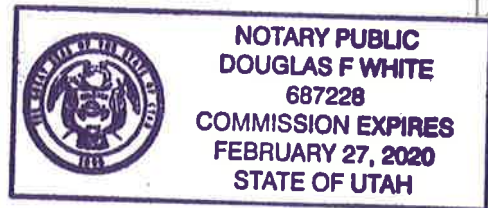


EXHIBIT 2: LEGAL DESCRIPTION

Parcel Numbers: 00-0009-1038, 00-0009-1046

LEGAL DESCRIPTION

(Parcel 1)

Beginning at a point located West 33.92 feet and South 866.46 feet from the North quarter corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being a point on an existing fence line and the Grantor's West property line and running thence along said fence and West line North 0°35'11" West 432.37 feet to an existing fence line and the Grantor's North property line thence along said fence and North line and the arc of a 598.78 foot radius curve to the left 207.45 feet (chord bears South 80°14' 44" East 206.41 feet); thence continuing along said fence North 89°49' 46" East 9.07 feet to an existing fence and the Grantor's East property line; thence along said fence and East line South 01° 31'50" West 395.12 feet to a fence corner; thence along an existing fence South 89°17' 44" West 197.42 feet more or less to the point of beginning.

(Parcel 2)

Beginning at a point located West 33.92 feet and South 866.46 feet from the North quarter corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being a point on an existing fence line and the Grantor's North and West property line and running thence along said fence and North line North 89°17' 44" East 196.64 feet to an angle point in the fence; thence along said fence North 89°48'10" East 608.09 feet to the Grantor's East property line and an existing fence corner; thence along said fence and East line South 0°28'49" West 427.36 feet to a fence corner; thence along said fence North 89°35'54" East 327.16 feet to the Grantor's East property line; thence South 16.50 feet to an existing fence line and the Grantor's South property line, thence along said fence and South line South 89° 51'55" West 1124.07 feet to an existing fence and the Grantor's West property line; thence along said fence and West line North 0°35'11" West 439.47 feet to the point of beginning.

(Parcel 3)

COMMENCING at a point having State Plane Rectangular Coordinates of X:2022468,388 and Y:785263,50 (based on the Lambert Conformal Projection, Utah Central Zone) said point also being South 1308.52 feet and West 1425.45 feet from the Northeast Corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 49°49'22" West 18.07 feet; thence South 89°35'54" West 433.62 feet; thence North 0°28'49" East 427.07 feet; thence North 88°28'38" East 93.2 feet; thence South 40°12'30" East 543.19 feet to the point of beginning.

EXCEPTING therefrom the North 50 feet of Parcel 3, which was deeded to Heber City Corporation June 14, 1983, as Entry no. 129492, in Book 156, at Page 535-536.

(PARCEL 4)

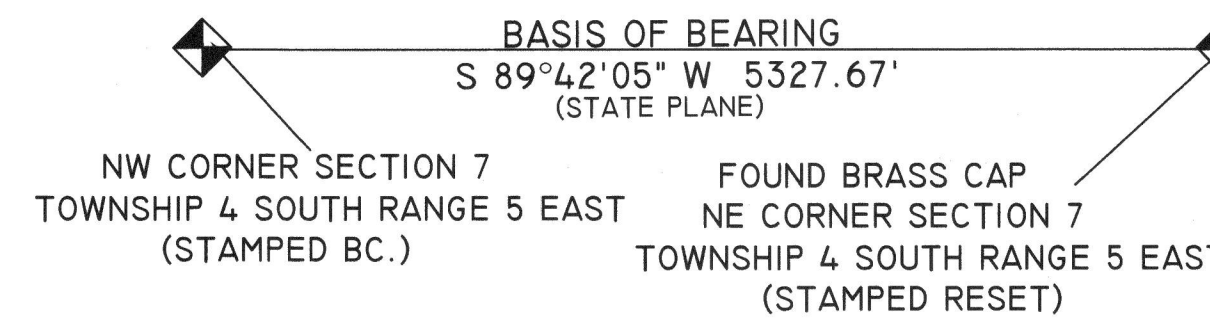
Beginning at a fence corner on the grantors' South and East fence lines, which is West 2466.83 feet and South 457.99 feet from the brass capped Northeast corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian (said fence corner having Utah State Plane coordinates of X = 2,021,527.61 and Y 786,113.27, Utah Central Zone); thence South 89 degrees 49'46" West 9.08 feet; thence Northwest 208.19 feet along the arc of a 553.78 foot radius curve to the right whose chord bears North 79 degrees 24'03" West 206.96 feet, to the grantors' West fence line, intersecting said fence line at a point South 0 degrees 10' East 54.29 feet from a fence corner; thence South 0 degrees 10' East 48.10 feet along said fence line; thence southeasterly 207.45 feet along the arc of a 598.78 foot radius curve to the left whose chord bears South 80 degrees 14'44" East 206.41 feet; thence North 89 degrees 49'46" East 9.07 feet to the grantors' east fence line; thence North 0 degrees 10' West 45.00 feet long said fence line to the Point of Beginning. Area: 0.224 acres, more or less.

BEEHIVE STORAGE ANNEXATION MAP

RECORD OF SURVEY

1484 SOUTH INDUSTRIAL PARKWAY
WASATCH COUNTY, UTAH

LOCATED IN THE NE. QUARTER SECTION 7
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
HEBER CITY, UTAH



RECORD OF SURVEY

BEEHIVE STORAGE ANNEXATION MAP

1484 SOUTH INDUSTRIAL PARKWAY
LOCATED IN THE NE. QUARTER SECTION 7
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
HEBER CITY, UTAH

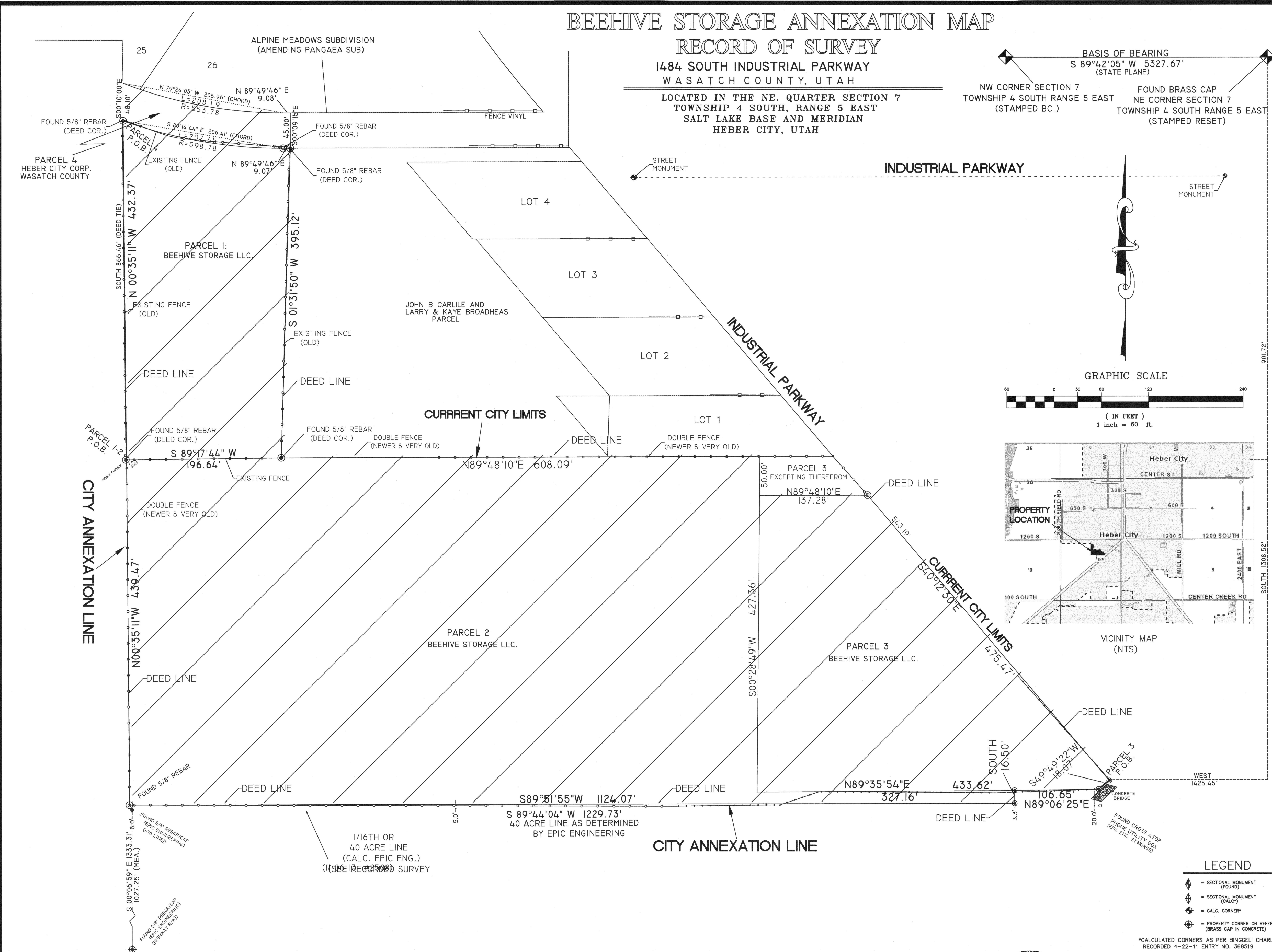
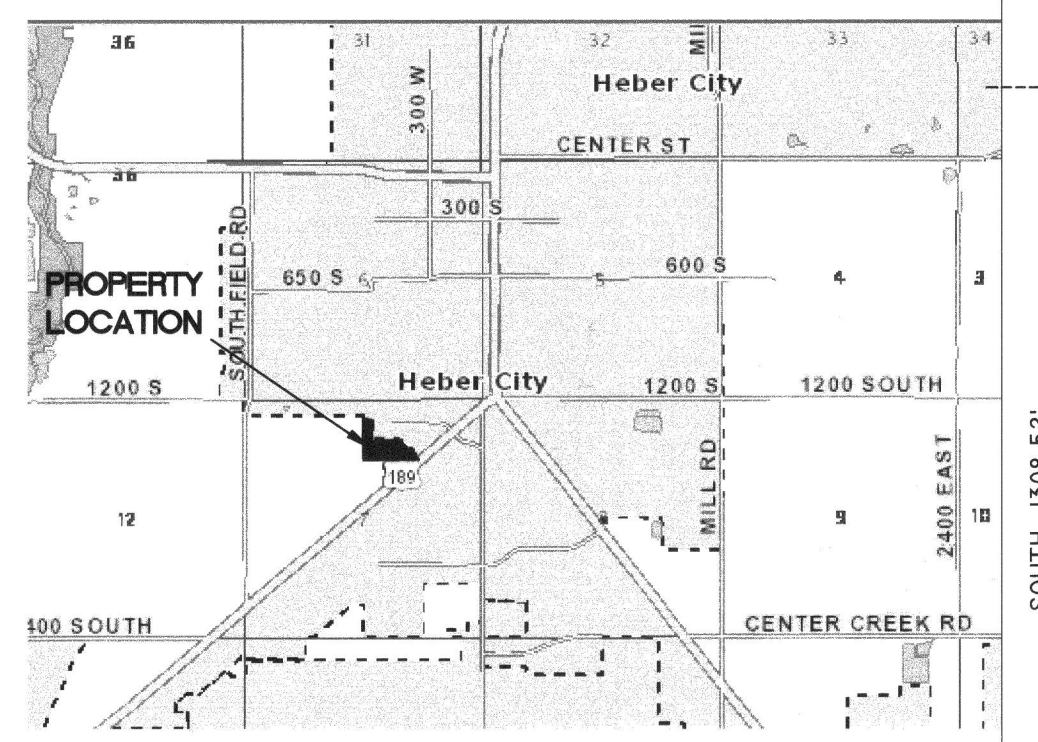
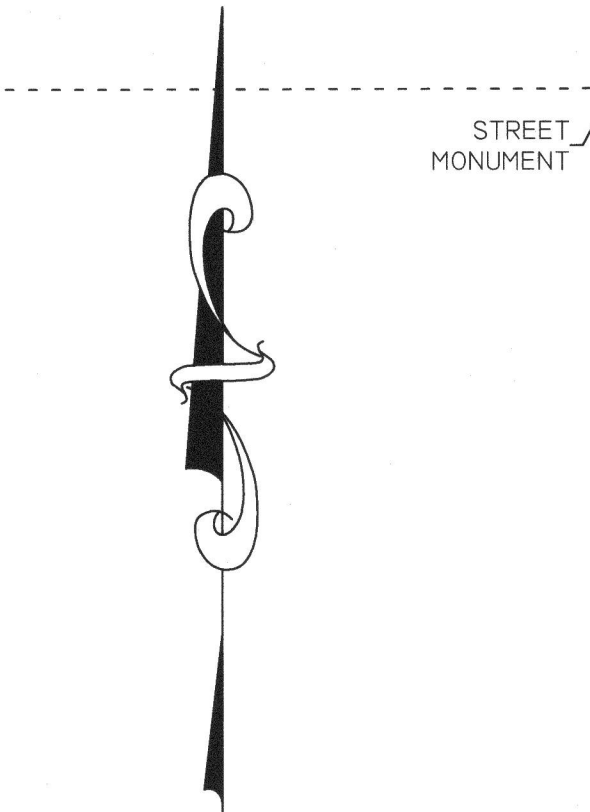
LEGAL DESCRIPTION

(Parcel 1)
Beginning at a point located West 33.92 feet and South 866.46 feet from the North quarter corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being a point on an existing fence line and the Grantor's West property line and running thence along said fence line and West line North 0°35'11\"/>

(Parcel 2)
Beginning at a point located West 33.92 feet and South 866.46 feet from the North quarter corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being a point on an existing fence line and the Grantor's North and West property line and running thence along said fence and North line North 89°17'44\"/>

(Parcel 3)
COMMENCING at a point having State Plane Rectangular Coordinates of X:2022468.388 and Y:785263.50 (based on the Lambert Conformal Projection, Utah Central Zone) said point also being South 1308.52 feet and West 1425.45 feet from the Northeast Corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence South 49°49'22\"/>

(Parcel 4)
Beginning at a fence corner on the grantors' South and East fence lines, which is West 2466.83 feet and South 457.99 feet from the brass capped Northeast corner of Section 7, Township 4 South, Range 5 East, Salt Lake Base and Meridian (said fence corner having Utah State Plane coordinates of X = 2,021,527.61 and Y 786,113.27, Utah Central Zone); thence South 89 degrees 49'46\"/>



LEGEND

- ◆ SECTIONAL MONUMENT (FOUND)
- ◆ SECTIONAL MONUMENT (CALC)
- ◆ CALC. CORNER*
- ◆ PROPERTY CORNER OR REFERENCE POINT (BRASS CAP IN CONCRETE)

*CALCULATED CORNERS AS PER BINGGOLI CHARLESTON ANNEXATION RECORDED 4-22-11 ENTRY NO. 368519

SCALE:	AS SHOWN
DATE:	SEPT 03, 2014
DRAWN BY:	CFB/RKJ
SURVEY BY:	RKJ/SM
REVISED:	JUNE 20, 2019
JOB #:	R-14-005-B

PROPERTY DESIGN LLC
P O BOX 701168
SALT LAKE CITY UT 84170
OFFICE: (801) 495-2541
FAX: (801) 606-2752
propertydesignllc@gmail.com

CITY OF HEBER ACCEPTANCE

I HEREBY CERTIFY THAT THIS PLAT OF ADDITION TO THE CORPORATE LIMITS OF THE CITY OF HEBER ACCEPTED BY THE MAYOR AND CITY COUNCIL OF HEBER, WASATCH COUNTY, UTAH BY AN ORDINANCE PASSED ON THE 4th DAY OF June 2019

IN WITNESS WHEREOF I HEREBY UNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF THE CITY OF HEBER.

APPROVED THIS 21st DAY OF June 2019

William R. Smith MATOR
Trina W. Cooke CITY RECORDER

COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS 24th DAY OF June 2014

Jack Hansen
COUNTY SURVEYOR

WASATCH COUNTY RECORDER FEE: _____

ENTRY NO. _____ BOOK _____ PAGE _____
STATE OF UTAH, COUNTY OF WASATCH

DATE _____ TIME _____

RECORDED AND FILED AT THE REQUEST OF: _____
WASATCH COUNTY RECORDER