

# 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 NEPHI CITY, dated June 18, 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 NEPHI CITY, located in Juab County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 2<sup>nd</sup> day of July 2019 at Salt Lake City, Utah.



SPENCER J. COX  
Lieutenant Governor



# NEPHI CITY

21 East 100 North Nephi, UT 84648

Phone: 435-623-0822

Fax: 435-623-5443

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June 18, 2019

Spencer Cox  
Lieutenant Governor of Utah  
350 N State Street, Suite 220  
PO Box 142325  
Salt Lake City, UT 84114-2325

Dear Lt. Governor Cox:

I have examined the petition from Russell Jones, Diane W. Jones, Wesley A. Lynn, Gayle W. Lynn, Bryce M. Lynn, and Marian W. Lynn requesting that certain property be annexed into Nephi City. The requested boundary action of annexation is contiguous to the existing city limits and does not create or leave an unincorporated island or peninsula.

The petition contains the signatures of the owners of at least 51% of the private land area within the area proposed for annexation. The land owned by the signers of the petition contains at least 33 1/3 percent of the value of all private real property located with the area proposed.

The accompanying plat or map (which has been prepared by a licensed surveyor) of the area proposed has been received and named the Jones Annexation.

Our records indicate there are no previously filed annexation petition requests on this property.

This letter certifies and is official notification that the annexation request complies with the legal requirements and that all the steps necessary for municipality annexation outlined by state statute have been followed. I am requesting certification of this boundary action.

Sincerely,

Lisa E. Brough  
Nephi City Recorder

Published  
6/5/19

**ORDINANCE 05-21-2019**

**AN ORDINANCE ANNEXING CERTAIN PROPERTIES TO NEPHI CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.**

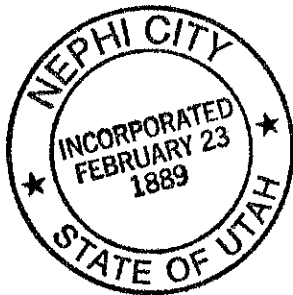
**BE IT ORDAINED BY THE CITY COUNCIL OF NEPHI CITY, UTAH:**

**SECTION I.** That the following described real property be, and the same is hereby annexed to Nephi City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of Nephi City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of Nephi City be amended to include the following property to-wit:

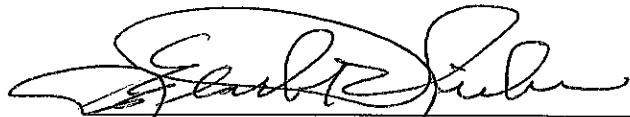
Jones I Annexation  
See Exhibit A

**SECTION II.** That the territory annexed under Section I above, is hereby classified into the R1-H Zones as shown on Exhibit B and subject to the terms and conditions of the Jones I Annexation agreement as provided in Exhibit C.

**SECTION III.** Passed by the City Council of Nephi City, this 21st day of May, 2019.



NEPHI CITY

  
\_\_\_\_\_  
GLADE R. NIELSON, Mayor

ATTEST:

  
\_\_\_\_\_  
LISA E. BROUGH, City Recorder

## EXHIBIT A

### BOUNDARY DESCRIPTION

Beginning at a point being N 00°32'03" W 1471.09 feet along the section line and S 89°15'28" E 526.10 feet from the West Quarter Corner of Section 33, Township 12 South, Range 1 East, Salt Lake Base and Meridian, said point being the same point of beginning on the Nephi North Industrial Park Annexation; thence N 00°20'37" E 673.58 feet along the existing City Boundary, thence N 88°49'15" W 100.01 feet along the existing City Boundary to the West side of highway; thence N 00°20'37" E 518.74 feet along the West side of the highway to the north line of Section 33; thence N 89°46'35" E 1305.77 feet along said North line; thence S 00°00'52" E 569.09 feet; thence N 89°42'54" E 1043.81 feet. Thence S 00°39'55" E 757.52 feet to the existing City boundary and 1/16 section line; thence S 89°42'54" W 2265.66 feet along said 1/16 line and existing City boundary to the East line of the highway; thence N 00°00'39" W 133.18 feet along the East side of the highway to the point of beginning.

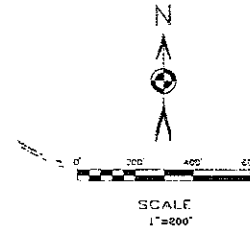
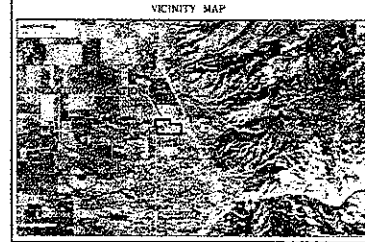
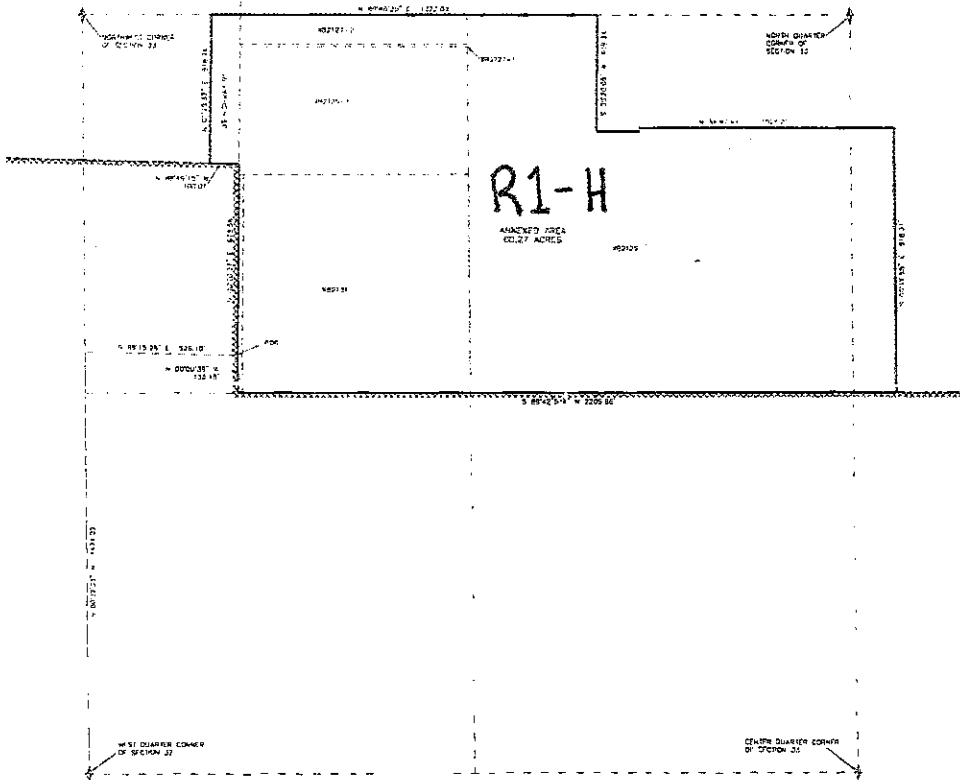
Containing 56.28 acres

Affecting parcels XB2127-2, XB2127-1, XB2129-1, XB2131 in Section 33

Basis of Bearing = N 00°32'03" W along the West line of the Northwest Quarter of Section 33 as shown on the Nephi North Industrial Annexation.

# EXHIBIT B

## JONES ANNEXATION PART OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 1 EAST



- LEGEND
- SECTION CORNER
  - LAND OWNER FIELD DESCRIPTION LINE
  - SECTION LINE
  - DESCRIBED BOUNDARY
  - CHURCH CITY BOUNDARY

### SURVEYOR'S CERTIFICATE

I, DAVID M. BEHND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, AND THAT I HOLD CERTIFICATE NO. 5181877 AS INCORPORATED UNDER TITLE 36, CHAPTER 25, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACTING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND ANNEXED TO THE CITY OF NERPA, JARVIS COUNTY, UTAH.

### MONUMENT DESCRIPTION

Supporting at a point below N 89°49'27" E 147.00 feet along the section line and S 89°49'27" E 326.17 feet from the West Quarter Corner of Section 33, Township 12 S., Range 1 E., there is a 1/4" diameter iron pipe 10 feet long, set in concrete, and marked 'Twp 12 S., R. 1 E., Sec. 33, Jones Annexation, Mon. N 89°49'27" E 673.59 feet north the section line bearing, corner N 89°49'27" E 100.00 feet along the section line, corner of the west, half of US 89°49'27" E, corner N 89°49'27" E 618.24 feet to the north line of said Section 33, corner N 89°49'27" E 326.17 feet along said section line, corner S 89°49'27" E 608.34 feet, corner N 89°49'27" E 102.67 feet, corner S 89°49'27" E 618.24 feet to the section line, corner and 1/4" diameter iron pipe, corner N 89°49'27" E 326.17 feet along said 1/4" iron pipe and section line, corner N 89°49'27" E 102.67 feet to the east of beginning.

Witness my hand and seal of office at NERPA, UTAH, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

DAVID M. BEHND  
SURVEYOR

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Exhibit B

APPROVED BY ALLEGATOR BUD:

THIS IS TO CERTIFY THAT WE, THE MEMBERS OF THE NERPA CITY COUNCIL, HAVE RECEIVED IN WRITING BY A MAJORITY OF DIVISION, OR HAY, SAID RESOLUTION FOR THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF NERPA AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE, ANNEXED TO UTAH CODE AS REVISED, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY, AND SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE JONES ANNEXATION.

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

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Approved in compliance with Section 17-21-20 of the Utah Code this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

**ANNEXATION PLAT**

**JONES ANNEXATION**

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\_\_\_\_\_

**ANNEXATION AGREEMENT  
(Jones Annexation)**

This Agreement, made and entered by and between The City of Nephi, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Russell K. Jones, Diane Jones, Russell K. Jones Farms, LLC, Bryce Lynn, Marian Lynn, Wesley Lynn, and Gayle Lynn or their assigns (hereafter referred to collectively as "Applicant").

**RECITALS**

**WHEREAS**, Applicant is the owner of parcels of privately owned real property constituting the entirety of the Jones Annexation. The real property that is the subject of the Jones Annexation is located within the unincorporated territory of Juab County and contiguous to the corporate boundary of the City. Pursuant to Utah Code Ann. §10-2-403, Applicant has filed with the City a Request to Annex (*See Exhibit "1" attached hereto and incorporated herein by reference*) together with a map of the proposed annexation area (*See Exhibit 2 attached hereto and incorporated herein by reference*);

**WHEREAS**, pursuant to Utah Code Ann. §10-2-405, on March 16, 2019, in a regularly scheduled council meeting, the Nephi City Council accepted the Jones Annexation Request for further consideration;

**WHEREAS**, on April 16, 2019, in accordance with Utah Code Ann. §10-2-405, the Nephi City Recorder certified that the Jones Annexation Request met the statutory requirements; and

**WHEREAS**, since the certification of the request by the City Recorder, all other notifications and requirements have been satisfied; and

**WHEREAS**, the City Council has determined that annexation of the real property described in Exhibit 2 is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Juab County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

**TERMS**

**NOW THEREFORE**, based on the above recitals, the parties covenant and agree as follows:

**SECTION 1 – Incorporation of Recitals:** The recitals set forth above are incorporated into the terms of this Agreement.

**SCANNED**

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**SECTION 2 – Applicability of Agreement:** The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Exhibit 2 and referred to herein as the “Annexation Property.”

**SECTION 3 – Annexation a benefit to Applicant:** Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the Annexation Property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement. Applicant also agrees that the terms of this Agreement and the conditions of development set forth in City Code including, but not limited to, the Subdivision, Zoning, and Impact Fee provisions, do not constitute a taking as defined pursuant to the terms of Utah Code Ann. §10-9a-103(6), 1953, as amended.

**SECTION 4 – Authority of Applicant:** Applicant hereby affirms they are the owners of the Jones Annexation parcels and have complete authority to enter into this Agreement and bind the property hereto.

**SECTION 5 – Compatibility with Land Use Plan and Initial Zone Classification:** Applicant intends to develop the Annexation Property for residential uses. Upon being annexed into the City, the Annexation Property will be in the R-1H Residential Zone or the CC Central Commercial Zone as designated on the zoning map attached hereto as Exhibit 3 and shall comply with all requirements of those zones as applicable. Applicant represents that it is familiar with the requirements of the City’s R-1H Residential Zone and CC Central Commercial Zone.

**SECTION 6 – City Approval of Street Plan within the Annexed Property, Payment of Road Improvements:** The location and size of the streets shall be determined by mutual agreement of the City and the party who develops the Annexation Property. If the City and developer cannot agree on the location and size of streets, then no development of the Annexation Property shall occur or be approved. Although the size and location of the streets in the Annexation Property do not have to comply exactly with the City’s Master Street Plan, generally the streets in the Annexation Property shall be in conformance with the City’s Master Street Plan. Nothing in this section should be interpreted as waiving any of the street requirements set forth in City Code and other applicable laws and regulations. The developer of the Annexation Property is responsible for all costs and expenses associated with the construction of roads in the Annexation Property.

**SECTION 7 – Payment of Public Utility Extensions:** The developer of the Annexation Property is responsible for all costs and expenses associated with extending City public utility lines, including, water, gas, electricity, and sewer, from the Annexation Property boundaries to and throughout the Annexation Property. The City in its sole discretion shall determine where and how the developer of the Annexation Property connects to City public utilities.

**SECTION 8 – Impact Fees:** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successors may have for the payment of impact fees required as a condition of connection to the

City public utilities or development of the Annexation Property or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 9 – Default:** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney’s fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

**SECTION 10 – Entire Agreement:** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

\*\*\* The Remainder of Page Intentionally Left Blank \*\*\*



IN WITNESS WHEREOF, the parties have signed this Annexation Agreement on the date identified.

**APPLICANT:**

NEPHI CITY

JONES FARMS, LLC



By: Russell K. Jones

Its: Manager

Dated: May 20, 2019



RUSSELL JONES

Dated: May 20, 2019



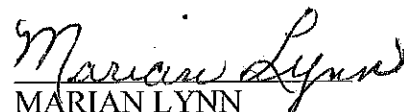
DIANE JONES

Dated: May 20, 2019



BRYCE LYNN

Dated: May 20, 2019



MARIAN LYNN

Dated: May 20, 2019



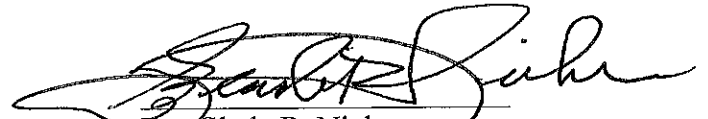
GAYLE LYNN

Dated: May 20, 2019



WESLEY LYNN

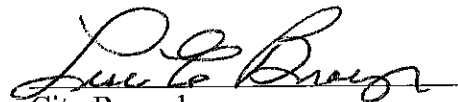
Dated: May 20, 2019



By: Glade R. Nielson

Dated: May 28, 2019

ATTEST:

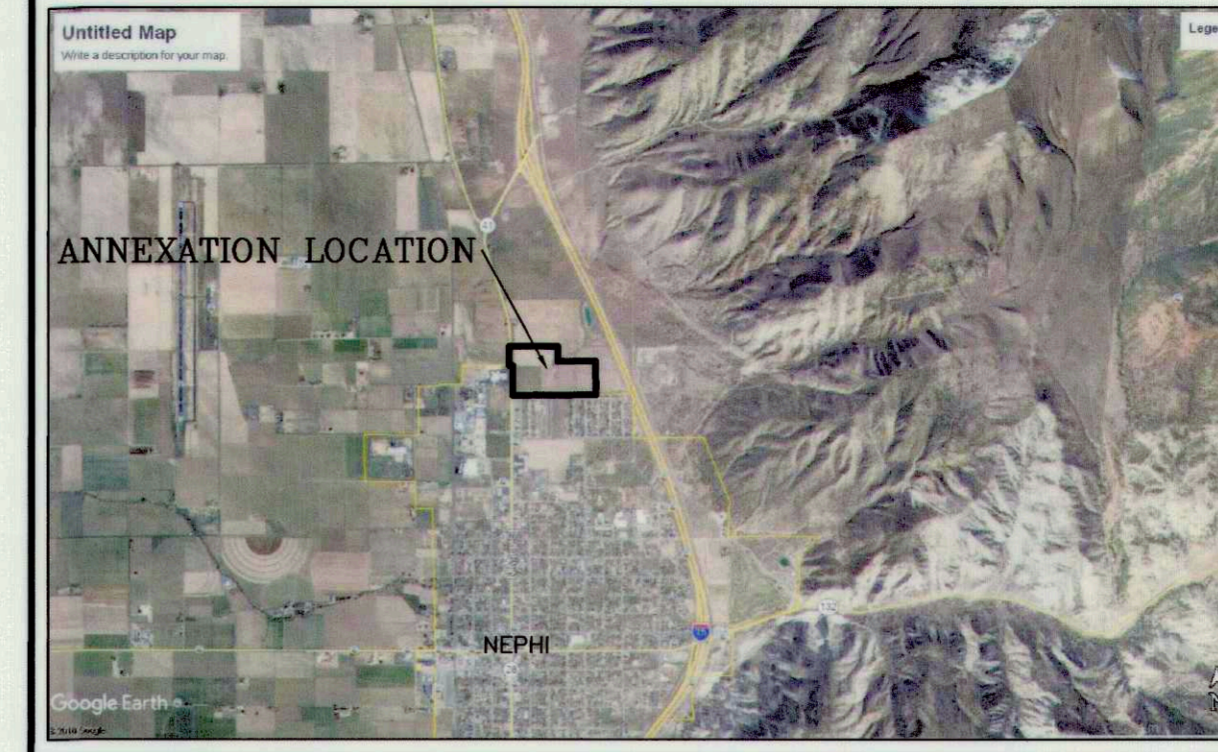


City Recorder

# JONES ANNEXATION

## PART OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 1 EAST

VICINITY MAP



**SURVEYOR'S CERTIFICATE**

I, DARYL N. PENROD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, AND THAT I HOLD CERTIFICATE NO. 5331527 AS PRESCRIBED UNDER TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND ANNEXED TO THE CITY OF NEPHI, JUAB COUNTY, UTAH.

**BOUNDARY DESCRIPTION**

Beginning at a point being N 00°32'03" W 1471.09 feet along the section line and S 89°15'28" E 526.10 feet from the West Quarter Corner of Section 33, Township 12 South, Range 1 East, Salt Lake Base and Meridian, said point being the same point of beginning on the Nephi North Industrial Park Annexation; thence N 00°20'37" E 673.58 feet along the existing City Boundary; thence N 89°49'15" W 100.01 feet along the existing City Boundary to the West side of highway; thence N 00°20'37" E 518.74 feet along the West side of the highway to the North line of Section 33; thence N 89°46'35" E 1305.77 feet along said North line; thence S 00°00'52" E 569.09 feet; thence N 89°42'54" E 1043.81 feet; thence S 00°39'55" E 757.52 feet to the existing City boundary and 1/16 section line; thence S 89°42'54" W 2265.66 feet along said 1/16 line and existing City boundary to the East line of the highway; thence N 00°00'39" W 133.18 feet along the East side of the highway to the point of beginning.

Containing 56.28 acres.

Affecting parcels XB2127-2, XB2127-1, XB2129-1, XB2131 in Section 33.

BASIS OF BEARING = N 00°32'03" W along the West line of the Northwest Quarter of Section 33 as shown on the Nephi North Industrial Park Annexation.



June 18, 2019  
DATE

DARYL N. PENROD

**ACCEPTANCE BY LEGISLATIVE BODY**

THIS IS TO CERTIFY THAT WE, THE MEMBERS OF THE NEPHI CITY COUNCIL HAVE RECEIVED A PETITION BY A MAJORITY OF OWNERS, OR HAVE MADE RESOLUTION FOR THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF NEPHI; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 10-2-401 ET SEQ. AS REVISED; AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY; AND SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE JONES ANNEXATION.

This 18 day of June A.D. 2019.

*Glenn Johnson*  
MAYOR, Glenn Johnson

*Larry Ostler*  
Council, Larry Ostler

*Kent W. Jones*  
Council, Kent W. Jones

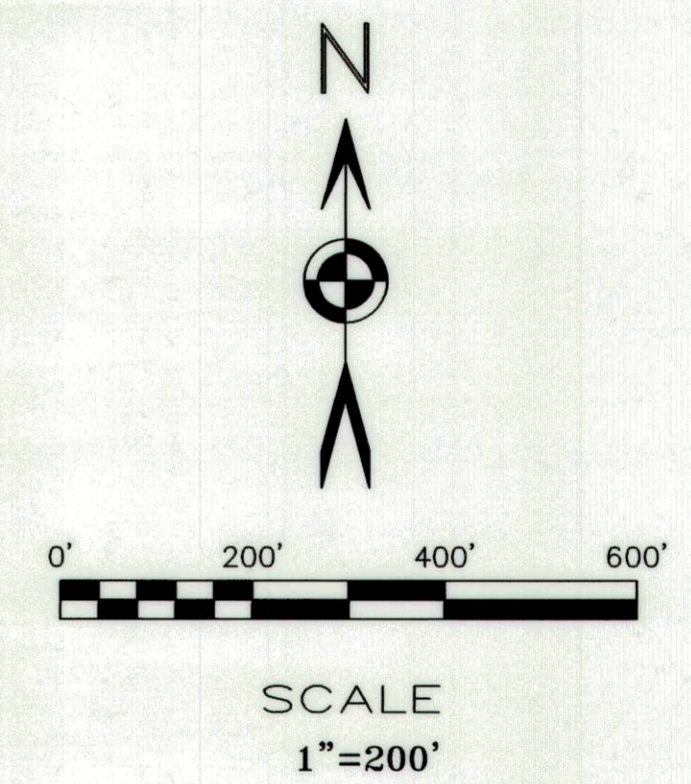
*Justin Seely*  
Council, Justin Seely

*Nathan Memmott*  
Council, Nathan Memmott

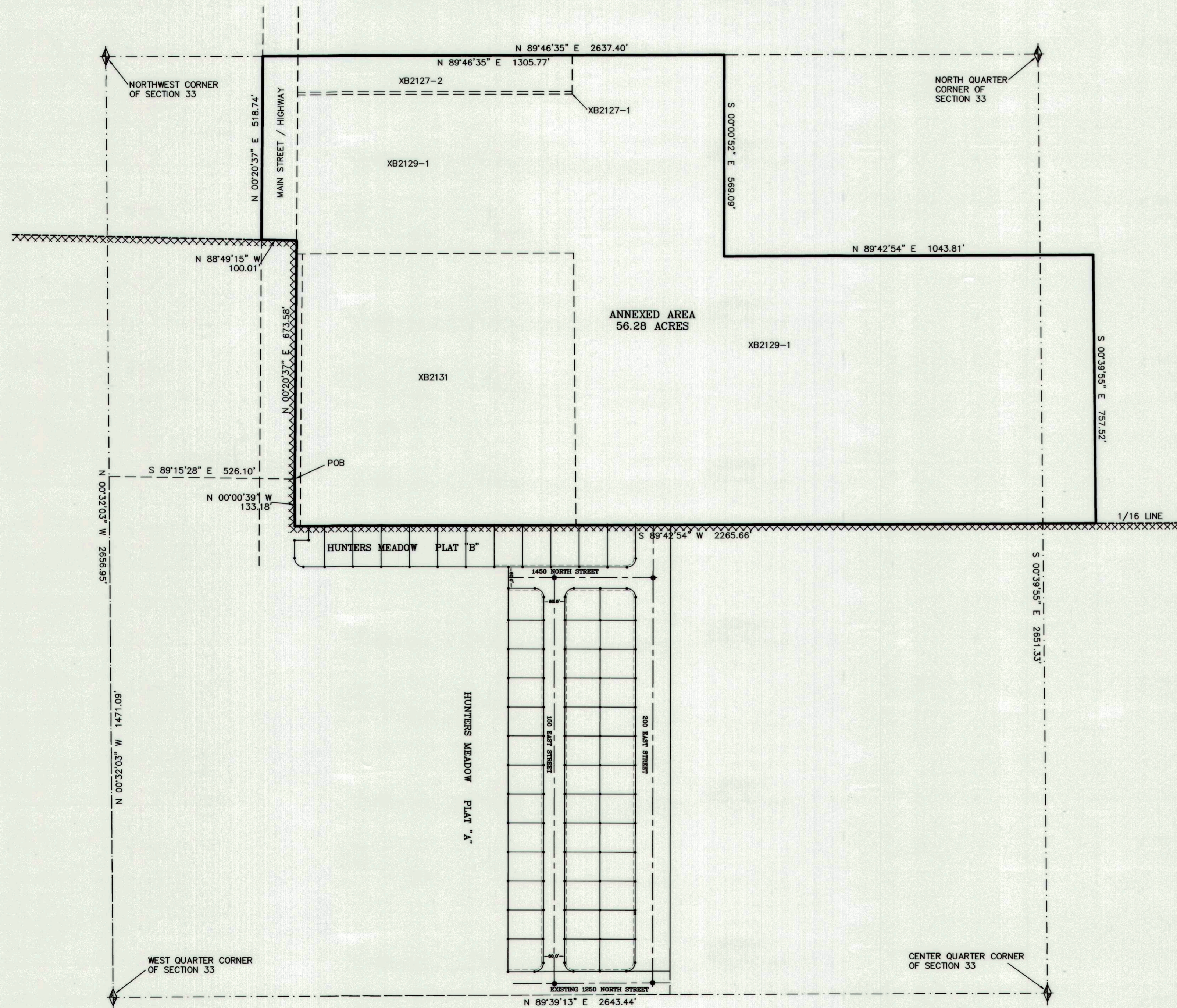
*SKP F. Worwood*  
Council, SKP F. Worwood

*Kasey L. Wright*  
APPROVED CITY ATTORNEY  
Kasey L. Wright

*Lisa Brough*  
ATTEST CLERK-RECORDER  
Lisa Brough

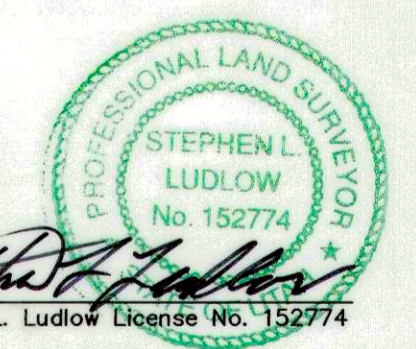


- LEGEND**
- = SECTION CORNER
  - = LAND OWNER DEED DESCRIPTION LINE
  - = SECTION LINE
  - = DESCRIBED BOUNDARY
  - = CURRENT CITY BOUNDARY



**COUNTY SURVEYOR**

Approved, in compliance with Section 17-23-20 of the Utah Code this 20<sup>th</sup> day of June, 2019.



Craig J. Sperry, Juab County Surveyor, By Stephen L. Ludlow License No. 152774

**ANNEXATION PLAT**

# JONES ANNEXATION

CITY OF NEPHI, JUAB COUNTY, UTAH

SCALE 1" = 200 FEET

COUNTY RECORDER