

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 HYRUM CITY, dated November 21, 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 HYRUM 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 27th day of November 2019 at Salt Lake City, Utah.



A handwritten signature in black ink, appearing to read "Spencer J. Cox".

SPENCER J. COX
Lieutenant Governor



HYRUM CITY

60 West Main • Hyrum, Utah 84319
Phone (435) 245-6033

Stephanie Miller, Mayor

Council Members

Stephen G. Adams
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen

City Administrator

Ron W. Salvesen

Recorder

Stephanie B. Fricke

Treasurer

Todd Perkins

November 20, 2019

Lt. Governor
State of Utah
Capitol Complex Building
PO Box 142325
Salt Lake City, UT 84114-2325

Honorable Lt. Governor,

Please find attached a copy of certain acreage in unincorporated Cache County that was recently annexed into the City of Hyrum, titled "Northern Addition To Hyrum City Annexation – West Point Dairy, and et al.". All the requirements have been met according to Utah Code Title 10 Utah Municipal Code Part 4 Annexation.

Thank you,

Stephanie Fricke
City Recorder

ORDINANCE 19-11

(NORTHERN ADDITION TO HYRUM CITY ANNEXATION - *West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark, and Union Pacific Railroad - approximately 19.712 acres.*)

WHEREAS, the owners of certain real property, described below, desire to annex such real property to the corporate limits of Hyrum City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land area within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said property is undeveloped and covers an area that is equivalent to less than five percent (5%) of the total land mass of all private real property within Hyrum City; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on September 5, 2019, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

WHEREAS, the City Council published and mailed notice of the certification as required by law; and

WHEREAS, no timely protests have been filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the City Council on October 17, 2019 held the required public hearing after giving notice as required by

law, and has determined annexation of said property is appropriate and desirable.

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated 1953, as amended, the City Council of Hyrum City, Utah, hereby adopts, passes, and publishes the following:

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (*NORTHERN ADDITION TO HYRUM CITY - (West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark, and Union Pacific Railroad - approximately 19.712 acres).*)

BE IT ORDAINED, by the City Council of Hyrum City, Cache County, State of Utah, as follows:

SECTION 1. That certain real property, more particularly described in Section 2 below is hereby annexed to Hyrum City, Utah, and the corporate limits of said city are hereby extended accordingly.

SECTION 2. That the real property which is the subject of this Ordinance is described as follows:

A Part of the Southwest Quarter of Section 32, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (The Basis of Bearings is the Utah Coordinate System 1983 North Zone)

Beginning at the Intersection of the Existing Corporate Boundaries of Hyrum City and the East Boundary Line of Tax Parcel Number 03-060-0015 at a Point Located 412.58 Feet North 88°30'56" East and 313.52 Feet North 01°04'21" East from the Hyrum City Monument at the Intersection of 400 North and 400 West Street and Running Thence Along said Existing Hyrum City Corporate Boundary the Following Six (6) Courses: (1) North 88°12'23" West 1055.54 Feet; (2) North 01°27'58" East 114.23 Feet; (3) North 53°57'52" East 54.81 Feet; (4) North 00°56'07" East 295.53 Feet; (5) South 88°27'24" East 348.35 Feet; (6) North 00°15'09" East 565.51 Feet to the South Right-of-Way Line of 4600 South Street; Thence North 88°34'53" West 670.08 Feet Along said South Right-of-Way Line to the Intersection with the East Right-of-Way Line of Hyrum City 500 West Street; Thence South 00°56'07" West 931.66 Feet Along said East Right-of-Way Line to the intersection with said

Existing Hyrum City Corporate Boundary; Thence North 89° 03'53" West 16.50 Feet to the Center Line of said Hyrum City 500 West Street; Thence North 00°56'07" East 940.06 Feet to the Intersection with the Center Line of said 4600 South Street; Thence Along said Center Line of 4600 South Street the Following Two (2) Courses: (1) South 88°34'53" East 686.48 Feet; (2) South 88°27'23" East 663.48 Feet; Thence South 00°15'09" West 858.79 Feet to the North Right-of-Way Line of the Oregon Short Line Rail Road; Thence South 08°20'43" West 33.29 Feet to the South Right-of-Way Line of said Rail Road; Thence South 01°04'21" West 129.77 Feet to the Point of Beginning. Containing 19.712 Acres.

SECTION 3. That the real property described in Section 2 above shall be zoned Manufacturing M-2 as specified in each annexation agreement with special conditions as set forth in the annexation agreement; and the zoning map of Hyrum City shall be amended to include the real property described above.

SECTION 4. A certified copy of this ordinance, an original plat describing the property, and the annexation agreement shall be filed with the Cache County Recorder within thirty (30) days after the date this ordinance is adopted.

SECTION 5. This ordinance shall become effective upon the posting of three (3) copies in each of three (3) public places within the corporate limits of Hyrum City.

ADOPTED AND PASSED by the Hyrum City Council this 7th day of November, 2019.

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

Posted:

WEST POINT DAIRY ANNEXATION
AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2019, by and between Hyrum City, a Utah municipal corporation, West Point Dairy, Hyrum, Utah, by President Trevor J. Wuethrich, owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of fifteen and 378/100 (15.378) acres of real property, which property bears Cache County Tax Numbers 03-060-0003, 03-060-0085, 03-060-0005, 03-060-0006, 03-060-0007 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019 APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

03-060-0007 BEG ON S LN OF 4600 S ST AT PT 676.5 FT W & 363.0 FT S OF CENTER OF SEC 32 T 11N R 1E & TH S 0*15'09" W 850.52 FT TO N R/W LN OF OSL RR TH N 89*04'16" W 149.97 FT ALG N LN TH N 0*15'09" E 852.13 FT TO S R/W LN TH S 88*27'23" E 150.0 FT ALG S LN TO BEG CONT 2.931 AC

03-060-0003 BEG IN S LN OF FIELD ST 363.0 FT S & 826.5 FT W OF CENTER OF SEC 32 T 11N R 1E & TH S 0*15'09" W 683.2 FT TO CL OF DITCH TH ALG CL IN 3 COURSES: N 87*57'47" W 11.49 FT, S 72*42'52" W 169.32 FT, S 80*17'31" W 121.32 FT TH N 0*15'09" E 761.43 FT TO S LN OF ST TH S 88*27'23" E 292.5 FT TO BEG CONT 4.869 AC SUBJ TO BNDRY LN AGREEMENT W/PARCEL 0007 ENT 1124723 BEING THE W LN OF SD PARCEL 0007 ALSO: BEG IN S LN OF FIELD ST 363.0 FT S & 1119.0 FT W OF CENTER OF SEC 32 & TH S 0*15'09" W 745.81 FT TO N BANK OF CANAL TH ALG CANAL IN 3 COURSES: S 76*07'45" W 49.13 FT, N 89*09'07" W 82.97 FT S 78*02'37" W 92.41 FT TO BNDRY LN AGREEMENT ENT 516438 TH N 0*15'09" E 781.45 FT ALG SD LN TO PT S 88*34'53" E 670.08 FT FROM S LN OF FIELD ST TH S 88*27'23" E 220.98 FT TO BEG CONT 3.867 AC CONT 8.736 AC IN ALL

03-060-0006 BEG ON N BANK OF CANAL AT PT BR 191.4 FT N & 23.1 FT W OF CL OF SW/4 OF SEC 32 T 11N R 1E & TH ALG SD CANAL IN 3 COURSES: N 78*02'37" E 92.41 FT, S 89*09'07" E 82.97 FT, N 76*07'45" E 49.13 FT TH S 0*15'09" W 15.62 FT TO CL OF SD CANAL TH ALG CL IN 3 COURSES: N 80*57'41" E 121.32 FT, N 72*42'52" E 169.32 FT, N 87*57'47" E 11.49 FT TO PT BR 825.0 FT W & 1089.0 FT S OF NE COR OF SD SW/4 TH S 0*15'09" W 168.94 FT TO N R/W LN OF OSLRR TH N 89*04'16" W 513.39 FT ALG S R/W LN TH N 0*15'09" E 76.19 FT TO BEG CONT 1.338 AC M/B

03-060-0005 BEG ON S BANK OF CANAL AT PT BR 1303.5 FT E & 1128.6 FT S OF NW COR OF SW/4 OF SEC 32 T 11N R 1E & TH S 0*15'09" W 52.5 FT TO N LN OF OSL RR R/W TH N 89*01'05" W 195.59 FT ALG N LN TO SD S BANK TH ALG S BANK N 67*37'10" E 47.51 FT & N 78*26'36" E 155.01 FT TO BEG CONT 0.134 AC M/B ALSO: BEG ON S BANK OF CANAL AT PT 1303.5 FT E & 1128.6 FT S OF NW COR OF SW/4 OF SEC 32 T 11N R 1E & TH ALG S BANK S 78*26'36" W 155.01 FT TH S 67*37'10" W 47.51 FT ALG S BANK TO INTERSEC OF N LN OF OSL RR TH N 8*01'05" W 36.90 FT ALG R/W TO N LN OF CANAL & E LN OF RECORD 2008-0110 TH ALG SD SVY E LN & N LN OF CANAL IN 3 COURSES: N 27*47'41" E 12.78 FT, N 60*26'36" E 51.25 FT, N 78*56'34" E 185.7 FT TH S 0*15'09" W 23.69 FT TO BEG CONT 0.129 AC CONT 0.263 AC IN ALL

03-060-0085 2.11 AC OF THE FOLLOWING OUTSIDE HYRUM CORP LIMITS:
BEG AT NW COR SW/4 SEC 32 T 11N R 1E & TH E 9.75 CHS TH S 330 FT
TH S 0*40'59" W 563.94 FT TO TRUE POB TH S 0*40'59" W 260.17 FT
ALG E LN OF 1500 W ST TO N LN OF OSL RR R/W TH ALG R/W S 89*17'
E 290 FT TH S 33.5 FT TH S 89*17' E 159.7 FT ALG R/W TH N
73*23'34" E 240.13 FT ALG N BANK OF IRRIG CANAL TH N 0* E 215.95
FT TH N 88*45'20" W 676.83 FT TO TRUE POB

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be Manufacturing Medium to Heavy M-2.

4. WATER SHARES. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, or submit payment in lieu thereof as allowed by law at the City's sole discretion.

Hyrum City's current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by the City Council based on projected and/or use for manufacturing, commercial business, and/or housing, etc.

The Hyrum City Council has agreed to accept 1.5 acre feet of water per acre of ground. West Point Dairy will turn in 24.00 acre feet of water in irrigation shares (15.976 acres x 1.5 = 24.00 acre feet of water) upon annexation with the condition that if more than 24.00 acre feet of water is used annually, Applicant/Developer/Landowner will be required to buy water rights or turn in additional water shares to Hyrum City at the amount deemed necessary to cover the amount of water being used.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban, commercial, manufacturing, and residential uses and APPLICANT/DEVELOPER/LANDOWNER should be aware of associate odors, noises, traffic with large equipment, dust, etc. The APPLICANT/DEVELOPER/LANDOWNER hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on commercial and manufacturing areas and residential neighborhoods.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

8. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by

Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

The Applicant and Hyrum City will coordinate future electric demands with the City to cost share for system improvements to meet future City demand.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development and/or further development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

APPLICANT agrees that upon development of property that a road dedication from parcels 03-060-0003 along 4600 South will be required to be widened to 78' (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

Transportation improvements in the vicinity of Applicants plant are to be master planned as part of the development process; with the construction schedule to be evaluated at five year intervals, upon development of transportation corridor(s), or upon additional industrial development in the area.

13. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation,

no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

14. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

15. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

16. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

17. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

18. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

19. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:
Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:
Trevor Wuethrich
Trevor Wuethrich
President West Point Dairy

Witness:
Leon H Gregorich
Leon H Gregorich

LARRY L. SHOOP & MARYETTE SHOOP ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, Larry L. Shoop & Maryette Shoop, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of zero and 42/100 (.42) acres of real property, which property bears Cache County Tax Number 03-060-0058 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT PROPERTY.** The subject property of this annexation agreement is described as follows:

03-060-0058 - BEG N 0*35' W 313.5 FT OF PT 1848 FT E & 1006.5 FT N OF SW COR SEC 32 11N R 1E W 143.8 FT N 35'W 124.6 FT N 88*31'E 143.8 FT S 35'E 132.3 FT TO BEG CONT 0.42 acres

2. **DEVELOPMENT.** Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. **ZONING.** Zoning of subject property shall be Residential R-2.

4. **WATER SHARES.** Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation, as required by Section 16.20.070 of the Hyrum City Municipal Code. Hyrum City will not require any water rights and/or irrigation shares to be submitted by the landowner, however, if the property is further developed and/or a culinary water and/or irrigation connection is necessary the property owner will be required to pay impact fees and connection fees for such connection.

5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of existing associated odors, flies, traffic, noises, and other activities affecting the environment.

6. **UTILITY SERVICE EXTENSION AND IMPACT FEES.** With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. **CULINARY WATER.** APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size

and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon

development and/or further development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:

Witness:

Larry Shoop
Larry Shoop

Witness:

J. Rhee

Maryette Shoop
Maryette Shoop

BENJAMIN ANDREW CLARK & ISABELLA CHANDRA CLARK ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, Benjamin Andrew Clark & Isabelle Chandra Clark, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of zero and 38/100 (.38) acres of real property, which property bears Cache County Tax Number 03-060-0020 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

#03-060-0020 - 0.38 AC OF THE FOLLOWING OUTSIDE HYRUM CITY
LIMITS: BEG 150 FT N 0*35' W OF PT BR IN N LN OF 400 N ST 1422.7
FT E & 1006.5 FT N OF SW COR SEC 32 T 11N R 1E & TH S 88*30' W
140 FT MEAS (W IN N LN OF 400 N ST 140 FT BR) TH N 0*35' W 287
FT TO S LN OF OSL RR R/W TH N 88*30' E IN SD RR R/W 140 FT TH S
0*35' E 281 FT M/L TO BEG WITH R/W: BEG 1422.7 FT E & 1006.5 FT
N OF SW COR SD SEC 32 & TH W 140 FT TO TRUE POB TH N 0*35' W 150
FT TH N 88*30' E 20 FT TH S 0*35' E 150 FT TH W 20 FT TO BEG03-
060-0058 - BEG N 0*35' W

2. **DEVELOPMENT.** Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. **ZONING.** Zoning of subject property shall be Residential R-2.

4. **WATER SHARES.** Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation, as required by Section 16.20.070 of the Hyrum City Municipal Code. Hyrum City will not require any water rights and/or irrigation shares to be submitted by the landowner, however, if the property is further developed and/or a culinary water and/or irrigation connection is necessary the property owner will be required to pay impact fees and connection fees for such connection.

5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of existing associated odors, flies, traffic, noises, and other activities affecting the environment.

6. **UTILITY SERVICE EXTENSION AND IMPACT FEES.** With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. **CULINARY WATER.** APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development and/or further development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another

party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By: Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:

Witness:

Benjamin Andrew Clark
Benjamin Andrew Clark

Witness:

Isabella Chandra Clark
Isabella Chandra Clark

NATIONAL EQUIPMENT SERVICES LC

ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, National Equipment Services LC, Craig N. Thornley owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of one and 07/100 (1.07) acres of real property, which property bears Cache County Tax Number 03-060-0022 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 3, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT PROPERTY.** The subject property of this annexation agreement is described as follows:

03-060-0022 - 1.07 AC OF THE FOLLOWING OUTSIDE HYRUM CORP LIMITS: BEG IN E LN OF 1500 W ST (2 RD FIELD ROAD) AT PT N 150.5 FT FROM N LN OF 400 N ST BEING S 0°38'11" W 1171.23 FT MEAS FROM PT BR E 9.75 CHS & S 5 CHS FROM NW COR SW/4 SEC 32 T 11N R 1E & TH N 83°54' E 269 FT TH N 18 FT TH N 83°54' E 404.8 FT TH N 191 FT TO S LN OF OSL RR R/W TH ALG R/W W 223.8 FT & S 89°17' W 443.16 FT TO E LN OF 1500 W ST TH S 0°38'11" W 275.07 FT ALG ST TO BEG NET 1.07 AC M/

2. **DEVELOPMENT.** Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. **ZONING.** Zoning of subject property shall be Manufacturing M-2.

4. **WATER SHARES.** As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, or submit payment in lieu thereof as allowed by law at the City's sole discretion.

Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation. The City before and upon any development of this property requires APPLICANT/Developer/Landowner to submit water rights, irrigation shares, and/or purchase water, if available, from Hyrum City at the rate established at that time of development. Hyrum City's current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by the City Council based on projected use for a manufacturing, and/or commercial business, housing, etc.

5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of associated odors, flies, traffic, noises, and other activities affecting the environment.

The APPLICANT hereby agrees to include a statement on the recorded plat as well as provide any other documents necessary to give actual notice to any potential buyers of these conditions and their impact on residential neighborhoods.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by

Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to

install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development and/or further development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. **ENTIRE AGREEMENT.** This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. **FURTHER INSTRUMENTS.** The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. **ASSIGNMENT.** No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. **ATTORNEY FEES.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with or without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

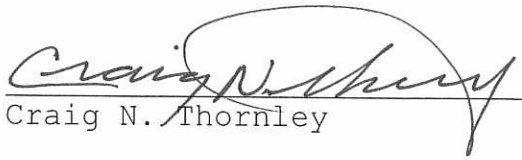
BY Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke

City Recorder

APPLICANT:


Craig N. Thornley

Witness:



MATTHEW THORNLEY AND TESSA L. BODRERO THORNLEY ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, Matthew Thornley and Tessa L. Bodrero Thornley, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of zero and 40/100 (.40) acres of real property, which property bears Cache County Tax Number 03-060-0017 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. SUBJECT PROPERTY. The subject property of this annexation agreement is described as follows:

03-060-0017 - BEG N 0*35' W 313.5 FT FROM A PT 1552.7 FT E & 1006.5 FT N OF SW COR OF SEC 32 T 11N R 1E N 0*35' W 124.6 FT N 88*30' E 151.5 FT S 0*35' W 124.6 FT W 151.5 FT TO BEG

2. DEVELOPMENT. Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. ZONING. Zoning of subject property shall be Residential R-2.

4. WATER SHARES. Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation, as required by Section 16.20.070 of the Hyrum City Municipal Code. Hyrum City will not require any water rights and/or irrigation shares to be submitted by the landowner, however, if the property is further developed and/or a culinary water and/or irrigation connection is necessary the property owner will be required to pay impact fees and connection fees for such connection.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of existing associated odors, flies, traffic, noises, and other activities affecting the environment.

6. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. CULINARY WATER. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development and/or further development of this property that the applicant and/or developers will be responsible, including all

costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. ANIMAL RIGHTS. The subject properties #03-060-0016 along with property #03-060-0017 have currently six animal units on the property. In addition to the six animal units, such property owners also have a pig. Hyrum City acknowledges and grandfathers six animal units on the property plus a pig. Upon the current property owners sale or division of either of the two parcels a pig will no longer be allowed on those parcels. If and when the two parcels #03-060-0016 and #03-060-0017 are no longer owned by the same property owner the animal rights will no longer be grandfathered and such property will have to comply with current city ordinances that regulates animal rights.

15. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

16. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

17. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

18. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

19. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

20. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

21. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:


Witness:

Matthew Thornley
Matthew Thornley

Witness:



Tessa L. Bodrero Thornley



EDMUND A. NASH & DOROTHY A. NASH ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, Edmund A. Nash and Dorothy A. Nash, owners of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of zero and 43/100 (.43) acres of real property, which property bears Cache County Tax Number 03-060-0019 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT PROPERTY.** The subject property of this annexation agreement is described as follows:

03-060-0019 - BEG N 0*35' W 163.5 FT OF A PT 1552.7 FT E & 1156.5 FT N OF SW COR SEC 32 T 11N R 1E W 130 FT N 0*35' W 141.5 FT N 88*30' E 130 FT S 0*35' E 144.5 FT TO BEG

2. **DEVELOPMENT.** Upon annexation, the subject property shall become part of Hyrum City and all development or improvements of any nature shall comply with the applicable ordinances, standards, regulations, procedures, and policies established by Hyrum City.

3. **ZONING.** Zoning of subject property shall be Residential R-2.

4. **WATER SHARES.** Hyrum City is not requiring any water rights and/or irrigation shares to be provided to the City upon annexation, as required by Section 16.20.070 of the Hyrum City Municipal Code. Hyrum City will not require any water rights and/or irrigation shares to be submitted by the landowner, however, if the property is further developed and/or a culinary water and/or irrigation connection is necessary the property owner will be required to pay impact fees and connection fees for such connection.

5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of existing associated odors, flies, traffic, noises, and other activities affecting the environment.

6. **UTILITY SERVICE EXTENSION AND IMPACT FEES.** With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, extension of lines to the end of the property line, and other fees currently in effect or as amended.

7. **CULINARY WATER.** APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size

and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon

development and/or further development of this property that the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. **ATTORNEY FEES.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:

Edmund A. Nash
Edmund A. Nash

Witness:

Witness:

Dorothy A. Nash
Dorothy A. Nash

DEBORAH J. FELLOWS TRAIL ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this 10/10/19 day of October, 2019, by and between Hyrum City, a Utah Municipal Corporation, Deborah J. Fellows Trail, owner of real property adjacent to the municipal limits of Hyrum City, and sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of zero and 21/100 (.21) acres of real property, which property bears Cache County Tax Number 03-060-0015 and is more particularly described hereafter; and

WHEREAS, on August 14, 2019, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on August 15, 2019, said petition was accepted by Resolution 19-18 of the Hyrum City Council; and

WHEREAS, on September 5, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 17, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and that annexation of said property will not leave or create an unincorporated island or peninsula; and

WHEREAS, the Hyrum City Council has also determined that this annexation will not adversely impact the community and creates an opportunity for the city to increase its tax base and provide municipal utility services to said property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **SUBJECT PROPERTY.** The subject property of this annexation agreement is described as follows:

applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the culinary water main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

8. WASTEWATER COLLECTION. APPLICANT and/or developers upon his/her need, expansion, and/or development of property will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the sewer main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

9. IRRIGATION. Hyrum City reserves the right to limit the area served by the Municipal Piped Irrigation System and has the right to restrict outside watering to service provided through the municipal culinary distribution system.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install pressurized irrigation water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the pressurized irrigation main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

10. STORMWATER. Applicant and/or developers of the site agree to comply with Hyrum City's regulations governing stormwater runoff.

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing development on this property to the municipal distribution lines.

Applicant and/or developers of the site upon his/her need, expansion, and/or development of property will be responsible to install electrical distribution lines extending from a point of junction with the main line to the property as specified by the City necessary to serve future development.

Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.

If the Applicant and/or developer extends the electrical main line along the frontage of another owner's property the applicant and/or developer can ask the City for a recovery of cost agreement to help the applicant and/or developer recoup a portion of the line extension cost at such time the property owner connects. This agreement must be approved by the City Council before the line extension occurs.

12. TRANSPORTATION. Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer. APPLICANT agrees that upon development and/or further development of this property that the applicant and/or developers will be responsible, including all

costs for improving, widening, or building roads to Hyrum City's specifications.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

14. AGREEMENT. The parties hereto acknowledge that they have both participated in the preparation of this AGREEMENT and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any party hereto with respect to the drafting hereof.

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

16. AMENDMENTS. This AGREEMENT may be amended at any time upon mutual agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

17. ENTIRE AGREEMENT. This AGREEMENT, and the exhibits thereto, constitute and represent the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this AGREEMENT.

18. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

19. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in the AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound. Hyrum City and APPLICANT each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

20. **ATTORNEY FEES.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:

Deborah J. Fellows Trail
Deborah J. Fellows Trail

Witness:

John 10-9-19



HYRUM CITY

60 West Main • Hyrum, Utah 84319
Phone (435) 245-6033

Stephanie Miller, Mayor
Council Members
Stephen G. Adams
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
City Administrator
Ron W. Salvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

September 6, 2019

To Whom It May Concern;

A Petition for Annexation has been filed in the office of the Hyrum City Recorder for the purpose of requesting annexation of several parcels of land belonging to West Point Dairy West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark, and Union Pacific Railroad (to be known as the West Point Dairy Northern Annexation) more specifically described as follows:

A Part of the Southwest Quarter of Section 32, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (The Basis of Bearings is the Utah Coordinate System 1983 North Zone)

Beginning at the Intersection of the Existing Corporate Boundaries of Hyrum City and the East Boundary Line of Tax Parcel Number 03-060-0015 at a Point Located 412.58 Feet North 88°30'56" East and 313.52 Feet North 01°04'21" East from the Hyrum City Monument at the Intersection of 400 North and 400 West Street and Running Thence Along said Existing Hyrum City Corporate Boundary the Following Six (6) Courses: (1) North 88°12'23" West 1055.54 Feet; (2) North 01°27'58" East 114.23 Feet; (3) North 53°57'52" East 54.81 Feet; (4) North 00°56'07" East 295.53 Feet; (5) South 88°27'24" East 348.35 Feet; (6) North 00°15'09" East 565.51 Feet to the South Right-of-Way Line of 4600 South Street; Thence North 88°34'53" West 670.08 Feet Along said South Right-of-Way Line to the Intersection with the East Right-of-Way Line of Hyrum City 500 West Street; Thence South 00°56'07" West 931.66 Feet Along said East Right-of-Way Line to the intersection with said Existing Hyrum City Corporate Boundary; Thence North 89° 03'53" West 16.50 Feet to the Center Line of said Hyrum City 500 West Street; Thence North 00°56'07" East 940.06 Feet to the Intersection with the Center Line of said 4600 South Street;

Thence Along said Center Line of 4600 South Street the Following Two (2) Courses: (1) South 88°34'53" East 686.48 Feet; (2) South 88°27'23" East 663.48 Feet; Thence South 00°15'09" West 858.79 Feet to the North Right-of-Way Line of the Oregon Short Line Rail Road; Thence South 08°20'43" West 33.29 Feet to the South Right-of-Way Line of said Rail Road; Thence South 01°04'21" West 129.77 Feet to the Point of Beginning. Containing 19.712 Acres.

The Hyrum City Council received the Notice of Certification on September 5, 2019. The complete annexation petition is available for inspection at the office of the Hyrum City Recorder. I have enclosed a copy of the Notice of Certification, the Resolution accepting the Annexation Petition, and the Annexation Petition.

Hyrum City may grant the petition and annex the area described in the petition unless a written protest to the annexation is filed with the Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321 and a copy of the protest delivered to the Hyrum City Recorder by October 7, 2019. A protest to the annexation petition may be filed by the legislative body or governing board of an affected entity. Should you have any questions regarding this, please contact Hyrum City Recorder Stephanie Fricke at 435-245-6033 or sfricke@hyrumcity.com.


Stephanie Fricke
City Recorder

cc: Nibley City
Cache County
Cache County School District
Cache County Mosquito Abatement District
Cache Valley Transit District

NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Section 10-2-406, U.C.A., Hyrum City, Utah, hereby gives notice as follows:

1. On August 14, 2019 a petition proposing the annexation of real property located between 700 North (4600 South County address) to 450 North between 350 West and 485 West approximately 19.712 acres has been filed by West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark, and Union Pacific Railroad.
2. On August 15, 2019, the Hyrum City Council approved Resolution 19-18 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On September 5, 2019, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.
4. The area proposed for annexation in the petition is described as follows:

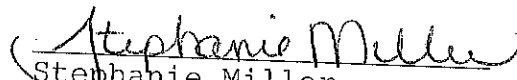
A Part of the Southwest Quarter of Section 32, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (The Basis of Bearings is the Utah Coordinate System 1983 North Zone)

Beginning at the Intersection of the Existing Corporate Boundaries of Hyrum City and the East Boundary Line of Tax Parcel Number 03-060-0015 at a Point Located 412.58 Feet North $88^{\circ}30'56''$ East and 313.52 Feet North $01^{\circ}04'21''$ East from the Hyrum City Monument at the Intersection of 400 North and 400 West Street and Running Thence Along said Existing Hyrum City Corporate Boundary the Following Six (6) Courses: (1) North $88^{\circ}12'23''$ West 1055.54 Feet; (2) North $01^{\circ}27'58''$ East 114.23 Feet; (3) North $53^{\circ}57'52''$ East 54.81 Feet; (4) North $00^{\circ}56'07''$ East 295.53 Feet; (5) South $88^{\circ}27'24''$ East 348.35 Feet; (6) North $00^{\circ}15'09''$ East 565.51 Feet to the South Right-of-Way Line of 4600 South Street; Thence North $88^{\circ}34'53''$ West 670.08 Feet Along said South Right-of-Way Line to the Intersection with the East Right-of-Way Line of Hyrum City 500 West Street; Thence South

00°56'07" West 931.66 Feet Along said East Right-of-Way Line to the intersection with said Existing Hyrum City Corporate Boundary; Thence North 89° 03'53" West 16.50 Feet to the Center Line of said Hyrum City 500 West Street; Thence North 00°56'07" East 940.06 Feet to the Intersection with the Center Line of said 4600 South Street; Thence Along said Center Line of 4600 South Street the Following Two (2) Courses: (1) South 88°34'53" East 686.48 Feet; (2) South 88°27'23" East 663.48 Feet; Thence South 00°15'09" West 858.79 Feet to the North Right-of-Way Line of the Oregon Short Line Rail Road; Thence South 08°20'43" West 33.29 Feet to the South Right-of-Way Line of said Rail Road; Thence South 01°04'21" West 129.77 Feet to the Point of Beginning. Containing 19.712 Acres.

5. The complete Annexation Petition is available for inspection and copying at the Hyrum City Recorder's Office, 60 West Main, Hyrum, Utah Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m.
6. Hyrum City may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321, by an authorized protestor (10-2-407 Utah Code), and a copy of the protest is delivered to the Hyrum City Recorder at the address noted above. Any protest must be filed as herein stated by no later than Monday, October 7, 2019.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, October 17, 2019 at 6:30 p.m. in the Hyrum City Council Chambers 60 West Main, Hyrum, Utah to consider a request to annex this property.

Hyrum City


Stephanie Miller
Mayor

Publication dates: September 7, 14, and 21, 2019

CERTIFICATION OF ANNEXATION PETITION
AND NOTICE TO CITY COUNCIL
CONTACT SPONSOR AND
CACHE COUNTY COUNCIL

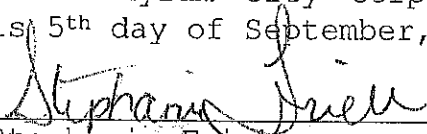
STATE OF UTAH)
 : SS.
County of Cache)

I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on August 14, 2019, receive the Petition for Annexation and attached Plat which was filed with the city by Contact Sponsor Clinton G. Hansen for West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, Benjamin and Isabelle Clark, and Union Pacific Railroad which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 19-18 adopted and passed by the City Council on August 15, 2019.

I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathon Jenkins have reviewed the referenced Petition for Annexation and have determined that the Petition meets the requirements of Subsections 10-2-403 (3), (4), and (5) of the Utah Code and I hereby give Notice to the Hyrum City Council, and the Contact Sponsor for said Petition Clinton G. Hansen, and the Cache County Council, of my Certification of said Petition as meeting the requirements of the referenced subsections of State law.

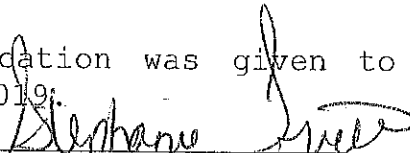
IN WITNESS WHEREOF, I have hereunto set my signature and affixed the official seal of Hyrum City Corporation in Cache County, State of Utah, this 5th day of September, 2019.



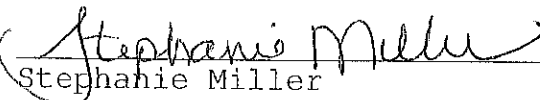


Stephanie Fricke
City Recorder

The foregoing Certification was given to the Hyrum City Council on September 5th, 2019.



Stephanie Fricke
City Recorder



Stephanie Miller
Mayor

RESOLUTION 19-18

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTION 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED (*West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark - approximately 19.712 acres*).

WHEREAS, on August 14, 2019, the owners of certain real property (petitioners) filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

WHEREAS, said petition contains the signatures of the owners of private real property that is: 1) located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; 3) covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation; 4) covers 100% of the private land area within the area proposed for annexation if the area is within an agriculture protection area, or a migratory bird protection area; and 5) is equal in value to at least one-third of the value of all the private real property within the area proposed for annexation; and

WHEREAS, the petitioners certify that said property proposed for annexation lies contiguous to the present boundaries of Hyrum City as provided in the legal description and does not lie within the boundaries of any other incorporated municipality; and

WHEREAS, the petitioners have caused an accurate plat of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat with the city recorder; and

WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that the annexation petition, attached hereto as Exhibit "A", is hereby accepted for consideration under the provisions of Utah State annexation law and is hereby referred to the municipal attorney and city recorder for review pursuant to Section 10-2-405, Utah State Code Annotated, 1953, as amended.

BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 15th day of August, 2019.

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF HYRUM CITY, CACHE COUNTY, STATE OF UTAH:

We, the undersigned owner of certain real property lying contiguous to the present municipal limits of Hyrum City hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City;
3. That the signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
 - d. covers 100% of the private land area within the area proposed for annexation if the area is within:
 1. an agriculture protection area; or
 2. a migratory bird protection area; and
 - e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
 - f. is described as follows:

LEGAL DESCRIPTION:

A Part of the Southwest Quarter of Section 32, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (The Basis of Bearings is the Utah Coordinate System 1983 North Zone)

Beginning at the Intersection of the Existing Corporate Boundaries of Hyrum City and the East Boundary Line of Tax Parcel Number 03-060-0015 at a Point Located 412.58 Feet North 88°30'56" East and 313.52 Feet North 01°04'21" East from the Hyrum City Monument at the Intersection of 400 North and 400 West Street and Running Thence Along said Existing Hyrum City Corporate Boundary the Following Six (6) Courses: (1) North 88°12'23" West 1055.54 Feet; (2) North 01°27'58" East 114.23 Feet; (3) North 53°57'52" East 54.81 Feet; (4) North 00°56'07" East 295.53 Feet; (5) South 88°27'24" East 348.35 Feet; (6) North 00°15'09" East 565.51 Feet to the South Right-of-Way Line of 4600 South Street; Thence North

88°34'53" West 670.08 Feet Along said South Right-of-Way Line to the Intersection with the East Right-of-Way Line of Hyrum City 500 West Street; Thence South 00°56'07" West 931.66 Feet Along said East Right-of-Way Line to the Intersection with said Existing Hyrum City Corporate Boundary; Thence North 89°03'53" West 16.50 Feet to the Center Line of said Hyrum City 500 West Street; Thence North 00°56'07" East 940.06 Feet to the Intersection with the Center Line of said 4600 South Street; Thence Along said Center Line of 4600 South Street the Following Two (2) Courses: (1) South 88°34'53" East 686.48 Feet; (2) South 88°27'23" East 663.48 Feet; Thence South 00°15'09" West 858.79 Feet to the North Right-of-Way Line of the Oregon Short Line Rail Road; Thence South 08°20'43" West 33.29 Feet to the South Right-of-Way Line of said Rail Road; Thence South 01°04'21" West 129.77 Feet to the Point of Beginning. Containing 19.712 Acres.

4. That the signer of this petition have designated, Clint Hansen, professional land surveyor, as the one of whom is designated as "the contact agent".
5. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
6. That this petition does not propose annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 UCA or a petition under Section 10-2-125 UCA if:
 - a. the request or petition was filed before the filing of the annexation petition; and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
7. That the petitioner have caused an accurate plat of the above described property to be made by a competent, licensed surveyor, which plat is filed herewith; and
8. That the petitioner request the property North of the Rail Road, if annexed, be zoned M2.
9. That the Greenwood Acres, LLC (West Point Dairy) agrees to pay the City upon request and before the annexation process is completed for all expenses it has incurred due to the annexation. The petitioner understands if payment has not been made to the City by specified dates it could delay the annexation process.

WHEREFORE, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

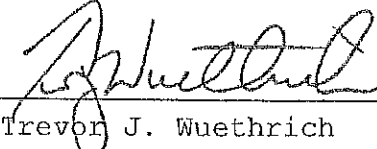
CONTACT AGENT INFORMATION:

Clinton G. Hansen, PLS
Advanced Land Surveying, Inc.
1770 Research Parkway #111
North Logan UT 84341
435-770-1953

Petitioner's Signatures:

PETITIONER INFORMATION:

Trevor J. Wuethrich
PO Box 236
Greenwood, WI 54437
Parcels #'s:
03-060-0003 03-060-0074 03-060-0005 03-060-0006
03-060-0007 03-060-0084 03-060-0085



Trevor J. Wuethrich

PETITIONER INFORMATION:

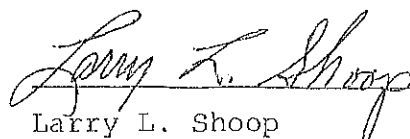
Deborah J. Fellows Trail
350 W 400 N Hyrum UT 84319
Parcel # 03-060-0015



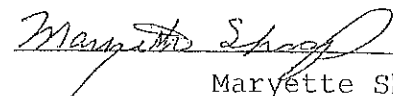
Deborah J. Fellows Trail

PETITIONER INFORMATION:

Larry L. Shoop & Maryette Shoop a.k.a. Maryette M. Shoop
PO Box 316 Hyrum UT 84319
Parcel # 03-060-0058



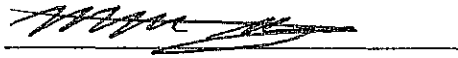
Larry L. Shoop



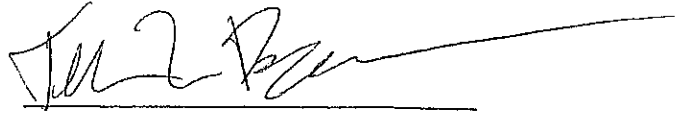
Maryette Shoop

PETITIONER INFORMATION:

Matthew Thornley & Tessa L. Bodrero
390 W 400 N Hyrum UT 84319
Parcel # 03-060-0016



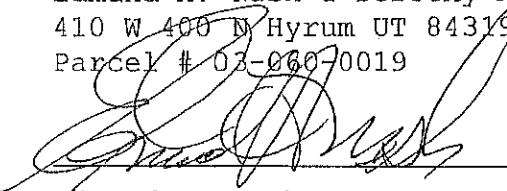
Mathew Thornley



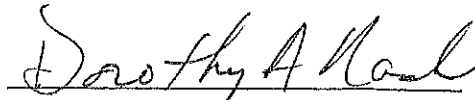
Tessa L. Bodrero

PETITIONER INFORMATION:

Edmund A. Nash & Dorothy A. Nash
410 W 400 N Hyrum UT 84319
Parcel # 03-060-0019



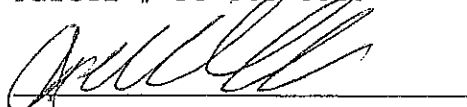
Edmund A. Nash



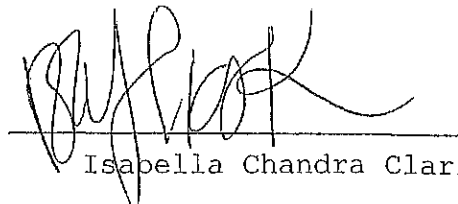
Dorothy A. Nash

PETITIONER INFORMATION:

Benjamin Andrew Clark & Isabella Chandra Clark
450 W 400 N Hyrum UT 84319
Parcel # 03-060-0020



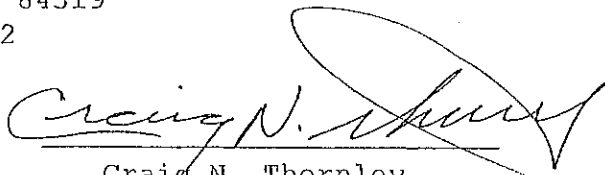
Benjamin Andrew Clark



Isabella Chandra Clark

PETITIONER INFORMATION:

National equipment Sales
PO Box 145 Hyrum UT 84319
Parcel # 03-060-0022



Craig N. Thornley

WHEREFORE, the Petitioner hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

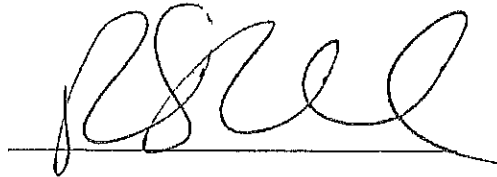
CONTACT AGENT INFORMATION:

Clinton G. Hansen, PLS
Advanced Land Surveying, Inc.
1770 Research Parkway #111
North Logan UT 84341
435-770-1953

Petitioner's Signature:

PETITIONER INFORMATION:

Union Pacific Railroad
1400 Douglas St.
Omaha, NE 68179

A handwritten signature in black ink, appearing to read 'RSC', is written over a horizontal line.

Union Pacific Railroad
Representative Signature

Rodney S. Carroll
General Director - Real Estate

Printed Name



HYRUM CITY

60 West Main • Hyrum, Utah 84319
Phone (435) 245-6033

Stephanie Miller, Mayor
Council Members
Stephen C. Adams
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
City Administrator
Ron W. Silvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

CERTIFICATE

I, Stephanie Fricke, duly appointed and acting recorder for Hyrum City, Cache County, State of Utah, hereby certify that the Petition for Annexation attached hereto, August 15, 2019 and signed by West Point Dairy Trevor Wuethrich, Deborah J Fellows Trail, Larry and Maryette Shoop, Matthew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, Benjamin and Isabelle Clark, National Equipment Craig Thornley, Union Pacific Railroad Rodney S. Carroll together with the annexation plat map pertaining thereto, was delivered to me personally by JD Rhea this 15th day of August 15, 2019, at the Hyrum City Office, 60 West Main, Hyrum, Utah.

A handwritten signature in cursive script, appearing to read "Stephanie Fricke".

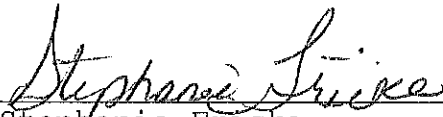
Stephanie Fricke
Hyrum City Recorder

CERTIFICATE

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the this 15th day of August, 2019 which appears of record in the City Recorder's office. I further certify that a quorum was present and acting throughout said meeting and that this Resolution is in full force and effect in the form so adopted and that it has not been subsequently modified, amended or rescinded.

In witness whereof, I have hereto set my hand this 16th day of August, 2019.



Stephanie Fricke
City Recorder

(SEAL)

Resolution 19-18

A resolution accepting a petition for annexation of certain real property under the provisions of Section 10-2-405, Utah Code Annotated, 1953 as amended. (West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry &

Maryette Shoop, Mathew Thornley
and Tessa Bodrero, Edmund and
Dorothy Nash, and Benjamin and
Isabelle Clark - approximately
19.712 acres).

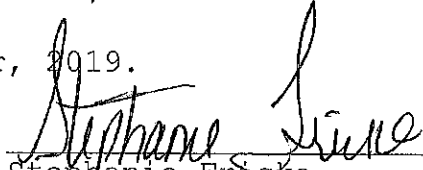
CERTIFICATE OF POSTING

STATE OF UTAH)
 : SS
COUNTY OF CACHE)

I, Stephanie Fricke, duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that a copy of the foregoing is a true, complete, and correct copy of an Ordinance adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 7th day of November, 2019, which appears of record in the City Recorder's office. A quorum was present and acting throughout said meeting and this Ordinance is in full force and effect in the form so adopted and has not been subsequently modified, amended or rescinded. I further certify that I, on the 13th day of November, 2019 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum Civic Center	60 W. Main	Hyrum, Utah
Ridleys Grocery Store	780 E. Main	Hyrum, Utah
Hyrum Library	58 W. Main	Hyrum, Utah

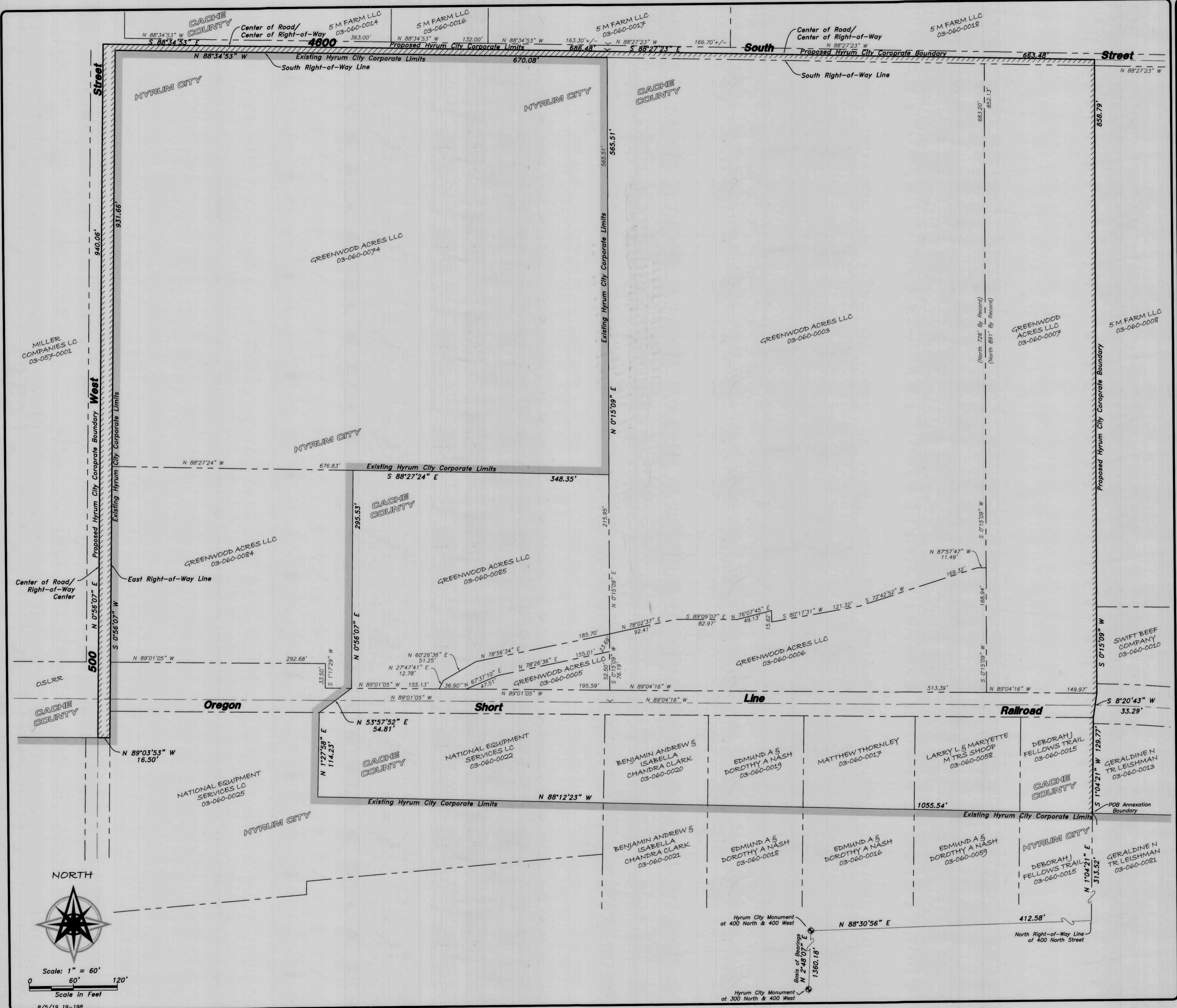
In witness whereof, I have hereto set my hand this 13th day of November, 2019.



Stephanie Fricke
City Recorder

(SEAL) Ordinance 19-11

(NORTHERN ADDITION TO HYRUM CITY ANNEXATION - West Point Dairy, National Equipment, Deborah J. Fellows Trail, Larry & Maryette Shoop, Mathew Thornley and Tessa Bodrero, Edmund and Dorothy Nash, and Benjamin and Isabelle Clark, and Union Pacific Railroad - approximately 19.712 acres.)



NORTHERN ADDITION TO THE CORPORATE LIMITS OF
Hyrum City
 CACHE COUNTY, UTAH
 August 5th, 2019 Anno Domini

ANNEXATION BOUNDARY DESCRIPTION
 A Part of the Southwest Quarter of Section 32, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (The Basis of Bearings is the Utah Coordinate System 1983 North Zone)

Beginning at the Intersection of the Existing Corporate Boundaries of Hyrum City and the East Boundary Line of Tax Parcel Number 03-060-0015 at a Point Located 412.58 Feet North 88°30'56" East and 313.52 Feet North 01°04'21" East from the Hyrum City Monument at the Intersection of 400 North and 400 West Street and Running Thence Along said Existing Hyrum City Corporate Boundary the Following Six (6) Courses: (1) North 88°12'23" West 1055.54 Feet; (2) North 01°27'58" East 114.23 Feet; (3) North 53°57'52" East 54.81 Feet; (4) North 00°56'07" East 295.53 Feet; (5) South 88°27'24" East 348.35 Feet; (6) North 00°15'09" East 565.51 Feet to the South Right-of-Way Line of 4600 South Street; Thence North 88°34'53" West 670.08 Feet Along said South Right-of-Way Line to the Intersection with the East Right-of-Way Line of Hyrum City 500 West Street; Thence South 00°56'07" West 931.66 Feet Along said East Right-of-Way Line to the Intersection with said Existing Hyrum City Corporate Boundary; Thence North 89°03'53" West 16.50 Feet to the Center Line of said Hyrum City 500 West Street; Thence North 00°56'07" East 940.06 Feet to the Intersection with the Center Line of said 4600 South Street; Thence Along said Center Line of 4600 South Street the Following Two (2) Courses: (1) South 88°34'53" East 686.48 Feet; (2) South 88°27'23" East 663.48 Feet; Thence South 00°15'09" West 858.79 Feet to the North Right-of-Way Line of the Oregon Short Line Railroad; Thence South 08°20'43" West 33.29 Feet to the South Right-of-Way Line of said Railroad; Thence South 01°04'21" West 129.77 Feet to the Point of Beginning. Containing 19.712 Acres.

ACCEPTANCE BY LEGISLATIVE BODY
 This is to certify that we, the city council of Hyrum City, Cache County, Utah have received a petition signed by a majority of the owners and the owners of at least one third in value of real property shown, requesting that said areas be annexed to Hyrum City, Cache County, Utah and that a copy of the ordinance or resolution has been prepared for filing herewith in accordance with the provisions of Utah Code and that we have examined and do hereby approve and accept the annexation of the areas as shown as a part of Hyrum City.

Witness my hand and official seal this 1 day of November, 2019.

Approved: Stephanie Miller Mayor
Deborah J Fellows Trail City Recorder

SURVEYOR'S CERTIFICATE
 I, Clinton G. Hansen, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and I have completed a Survey of the Property described on this Plat, created August 2019, in accordance with Section 17-23-17 and have verified all measurements, and have placed monuments as represented on this Plat, and that this is a true and accurate map of the tract of land to be annexed to Hyrum City, Cache County, Utah.

Signed this 5th day of August, 2019.

Clinton G. Hansen P.L.S.
 Utah Land Surveyor Licence No. 7881387

LEGEND	NARRATIVE
Proposed Corporate Boundary	The purpose of this survey was to annex the boundary described into Hyrum City. The survey was ordered by JD Rhea of West Point Dairy. The control used to establish the property corners was Survey Records 2015-0124 & 2015-0087 located in the Southwest Quarter of Section 32, Township 11 North, Range 1 East, Salt Lake Base & Meridian. The basis of bearing is a line from Hyrum City Monument at 400 North and 400 West to the Hyrum City Monument at 300 North and 400 West which bears North 02°48'07" East, "Utah Coordinate System 1983 North Zone."
Existing Corporate Boundary	
Property Line	
Fence Line	
Section Corner	
Found Survey Point	

ADVANCED LAND SURVEYING INC
 1770 Research Park Way #111
 Logan Utah 84341
 (P) 435-770-1585 (F) 435-514-5883
 www.advancedlsi.com

COUNTY RECORDER'S NUMBER
 State of Utah, County of Cache, Recorded and Filed at the Request of _____
 Date _____ Time _____ Fee _____
 Abstracted _____
 Index _____
 Filed in: File of Plats _____
 County Recorder _____

