

# STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation for the SMITH FAMILY ANNEXATION, located in BEAVER CITY, dated MAY 3, 2022, 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 the SMITH FAMILY ANNEXATION, located in BEAVER COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 3<sup>rd</sup> day of May, 2022 at Salt Lake City, Utah.



A handwritten signature in black ink that reads 'Deidre M. Henderson'.

DEIDRE M. HENDERSON  
Lieutenant Governor



*" To promote responsible growth and economic development while maintaining a small town  
May 4, 2022Country atmosphere, high moral values, a positive lifestyle, and a clean attractive community."*

Lt. Governor  
State of Utah  
Capitol Complex Building  
PO Box 142325  
Salt Lake City, UT 84114-2325  
[annexations@utah.gov](mailto:annexations@utah.gov)

RE: NOTICE OF IMPENDING BOUNDARY ACTION

Honorable Lt. Governor:

Please find in the notice the legal description of a proposed annexation from Beaver County to Beaver City entitled the "Smith Annexation". All of the requirements have been met according to Utah Code Title 10 Utah Municipal Code Part 4 Annexation.

Sincerely,

Anona S. Yardley  
Beaver City Recorder

Annexation Legal Description:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 7 WEST, SLB&M, THENCE N. 89°35'30" E. ALONG THE 1/4 SECTION LINE 1374.73 FEET, THENCE S. 9°26'48" W. 67.41 FEET, THENCE N. 83°42'00" E. 247.36 FEET, THENCE N. 0°03'35" W. 20.51 FEET, THENCE N. 89°56'25" E. 459.69 FEET, THENCE S.0°03'00"E. 421.83 FEET, THENCE S.30°06'20"W. 40.19 FEET, THENCE S.36°42'58"W. 40.86 FEET, THENCE S.36°37'11"W. 72.36 FEET, THENCE S.33°31'34"W. 37.25 FEET, THENCE S.27°53'08"W. 46.42 FEET, THENCE S.26°48'56"W. 27.69 FEET, THENCE N.88°22'44"W. 291.77 FEET, THENCE S.69°26'39"W. 120.06 FEET, THENCE S. 59°21'41" W. 1258.68 FEET, THENCE N. 0°42'51" W. 837.13 FEET, THENCE S. 89°42'35" W. 429.46 FEET TO THE WEST LINE OF SAID SECTION 23, THENCE N. 0°00'37" W. ALONG THE SECTION LINE 493.24 FEET TO THE POINT OF BEGINNING.  
CONTAINS 37.76 ACRES OF LAND.



*"To promote responsible growth and economic development while maintaining a small town Country atmosphere, high moral values, a positive lifestyle, and a clean and attractive community."*

**Smith Family Annexation Ordinance  
ORDINANCE NO. 9-28-2021**

**An ordinance amending the Beaver City Boundary and incorporating the below described properties to Beaver City. The Annexation is shown as "The Smith Family Annexation."**

**WHEREAS**, Beaver City was petitioned by the property owners for utility services, which required annexation of properties within the described area, and

**WHEREAS**, Beaver City has complied with all Utah Codes regarding annexation; has notified each property owner and has held the required Public Meetings, and

**WHEREAS**, Beaver City has received no protests from affected entities;

**NOW, THEREFORE**, it is ordained by the City Council of Beaver City, Utah;

Section 1. TERRITORY ANNEXED. The territory located in Beaver County, State of Utah and described below and in the Petition for Annexation of Property and the Beaver, Utah Annexation Map – Smith Family Annexation addition is hereby declared annexed to the municipality:

A LEGAL DESCRIPTION FOR THE PURPOSE OF ANNEXATION OF REAL PROPERTY LOCATED IN SECTION 23 TOWNSHIP 29 SOUTH, RANGE 7 WEST SSLB7M AS DESCRIBED FROM A SURVEY OF SECTION 23 BY ROBERT B. PLATT AND THE OWNERSHIP PLAT OF SECTION 23 ALONG WITH THE TAX ROLL MASTER RECORD AS PROVIDED BY BEAVER COUNTY RECORDERS OFFICE.

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 7 WEST, SLB&M, THENCE N. 89°35'30" E. ALONG THE 1/4 SECTION LINE 1374.73 FEET, THENCE S. 9°26'48" W. 67.41 FEET, THENCE N. 83°42'00" E. 247.36 FEET, THENCE N. 0°03'35" W. 20.51 FEET, THENCE N. 89°56'25" E. 459.69 FEET, THENCE S. 0°03'00" E. 421.83 FEET, THENCE S. 30°06'20" W. 40.19 FEET, THENCE S. 36°42'58" W. 40.86 FEET, THENCE S. 36°37'11" W. 72.36 FEET, THENCE S. 33°31'34" W. 37.25 FEET, THENCE S. 27°53'08" W. 46.42 FEET, THENCE S. 26°48'56" W. 27.69 FEET, THENCE N. 88°22'44" W. 291.77 FEET, THENCE S. 69°26'39" W. 120.06 FEET, THENCE S. 59°21'41" W. 1258.68 FEET, THENCE N. 0°42'51" W. 837.13 FEET, THENCE S. 89°42'35" W. 429.46

FEET TO THE WEST LINE OF SAID SECTION 23, THENCE N. 0°00'37" W. ALONG THE SECTION LINE 493.24 FEET TO THE POINT OF BEGINNING. CONTAINS 37.76 ACRES OF LAND.

Section 2. TERMS AND CONDITIONS: The above property is annexed subject to the terms, conditions and provisions of that certain ANNEXATION POLICY PLAN FOR THE SMITH FAMILY ANNEXATION – BEAVER, UTAH.

Section 3. ZONING DESIGNATED. The above-described property annexed into the municipal boundaries of Beaver City is hereby zoned as follows:

R-R-1 – Rural Residential 1 under the Beaver City Uniform Zoning Ordinance.

Section 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon publication.

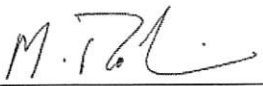
Passed by the City Council of Beaver, Utah this 28<sup>th</sup> day of September, 2021 by the following vote:

Voting:

Robin Bradshaw	Yea <u>  X  </u>	Nay _____
Tyler Schena	Yea <u>  X  </u>	Nay _____
Alison Webb	Yea <u>  X  </u>	Nay _____
Hal Murdock	Yea <u>  X  </u>	Nay _____
Lance Cox	Yea <u>  X  </u>	Nay _____

Signed:

Attest:

  
\_\_\_\_\_  
Matt Robinson, Mayor

  
\_\_\_\_\_  
Anona Yardley, Recorder

**ANNEXATION AGREEMENT  
BEAVER CITY**

**(SMITH FAMILY ANNEXATION)**

**SECTION ONE**

For the consideration herein, Beaver City agrees to accept Applicant's Petition for Annexation of the real property contained in Exhibit A, (which annexation has been posted in the appropriate paper of general circulation) on condition of an acceptable annexation agreement.

**SECTION TWO**

**MAP ANNEXATION LOCATION PLOT**

A map of the unincorporated territory into which Beaver City Corporation anticipates or favors expansion of the boundaries and accompanies this annexation agreement is marked Exhibit B and is attached hereto and incorporated by this reference. The map evidences the following:

1. The proposed annexation plat is contiguous to the boundaries of Beaver City;
2. The property lies within the area projected for municipal expansion set forth in this Annexation Agreement;
3. The property does not increase the nature of the current peninsula within the boundaries of Beaver City and marginally reduces the same;
4. The City Council accepted and certified the annexation as meeting all the requirements for annexation; and
5. The annexation will bring in a home that is already being serviced with water outside City boundaries, and will also service two additional homes under construction at the present time, and will include an extended waterline to help provide fire protection in the area deficient with fire protection.

All the requirements of U.C.A. 10-2-403 and 405 are met by the Petitioner.

## SECTION THREE

### CONDITIONS FOR ANNEXATION

In consideration for Beaver City's acceptance of Petitioner's request to annex certain property into the municipal boundaries of Beaver City, Petitioner and Petitioner's successors-in-interest agree to comply with the following pre and/or post requisites imposed by the City in this Agreement. Pre-requisite and post requisite conditions shall be completed by Petitioner or Petitioner's successors-in-interest in accordance with the schedule and demands of Beaver City, as set forth hereafter, and failure to comply with the same constitutes a breach of this Agreement:

1. The property to be annexed will be zoned Rural Residential 1.
2. Each parcel lot meets the minimum of one (1) acre and are significantly larger.
3. The annexation application fee was paid in full, plus costs incurred by the City for payment of professional services, including but not limited to copying, mailing, clerk/staffing, publishing, legal, engineering, and surveying costs. A one (1) acre foot of water or an equivalent water acquisition fee has been or will be provided for each lot/parcel serviced with water by Beaver City, said water right shall predate 1955 unless already transferred to the City.
4. The Petitioner or Successors in Interest shall ensure that there is adequate access to the property for emergency vehicles, said adequacy to be determined by the Beaver Fire District #1 or other emergency authority, at the time City provides its first utility service to any lot. Due to the nature and size of the lots, the City will not provide any road services or maintenance to access any of the residences directly from any public or private roads which are not dedicated as a public road. Petitioner shall provide a minimum 80' turn around at the end of any private access to accommodate an emergency response vehicle. Access roads and private roads must be a minimum of 25' wide at all times. All private lanes or accesses shall be maintained by the Petitioner. City must approve any future dedication of a public road, which will only be approved if roads are brought to City engineering standards at the time of the request.
5. Petitioner shall obtain all necessary easements and right-of-ways for installation and maintenance of all utility expenses provided by the City, as applicable, including but not limited to electric, water, sewer, telephone, cable, gas, and any other public utilities, as requested by Petitioner and agreed to by the City. Petitioner and Petitioner's Successors in-interest agree not to construct permanent structures on said easements and acknowledges notice by Beaver

City that in the event Petitioner, or any Successors in interest, construct on the easements, the structures may be removed at the sole cost of Petitioner, or Successors in interest. All granted easements shall be a minimum of 20' wide, 10' from each centerline.

6. Culinary water sources are currently located near the subject property and will be extended by Petitioners and Petitioner's sole costs as necessarily required to service the respective properties. There is also currently an existing fire hydrant some distance from the property, and Petitioner shall extend and install a fire hydrant within 250 feet of each residence to insure adequate fire protection to the subject residences. Due to the size (acreage) of Petitioner's property, City will not provide fire protection to any out-building or property not located within 250 feet of the fire hydrant. All future water development and improvement upgrade servicing Petitioner's property shall be paid by Petitioner or their Successors in interest, insofar as it services are required for Petitioner's property.
7. Petitioner or Successors in interest have paid or shall pay all required power connection fees, impact fees, and be responsible for any additional costs to run power to any part of Petitioner's property requested by Petitioner. Certain properties within the annexation are or will be serviced by Rocky Mountain Power, but in the sole discretion of City, should it elect to service the Petitioner's residences or parts of Petitioners' property in the future, Petitioners shall be responsible for all costs of connection to City power, including but not limited to installation costs, impact fees, materials and labor.
8. All installation of utilities shall be under the control and direction of Beaver City and shall be in accordance with Beaver City engineering standards.

#### **SECTION FOUR**

##### **NO WAIVER**

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any branch or any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

## **SECTION FIVE**

### **GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

## **SECTION SIX**

### **ATTORNEY FEES AND COSTS**

In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and legal costs.

## **SECTION SEVEN**

### **EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision, except as set forth below. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision, unless it materially alters the rights of the parties in which case this agreement shall be of no effect and the parties shall be restored to their first and former estates.

## **SECTION EIGHT**

### **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. In the event other documents or actions are necessary to implement the transfer of properties and completion of the transaction as herein set forth, the parties agree to execute such documents and take such action and to use best efforts to carry out the intent of the parties as herein set forth.



**SECTION NINE**

**MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by either party or authorized representative of each party.

**SECTION TEN**

**ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party.

**SECTION ELEVEN**

**RECORDATION**

This Agreement shall be recorded in the offices of the Beaver County Recorder as against the property described in Exhibit "A".

DATED this 20<sup>th</sup> day of January, 2022.

BEAVER CITY:

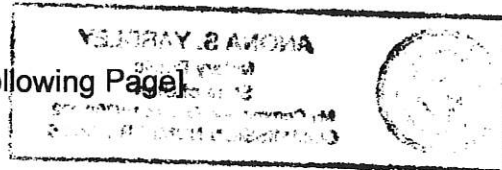
M. T. C.

Matthew N. Robinson, Mayor

ATTEST:

Anona D. Yardley  
Anona Yardley, Clerk

[Petitioners' Signatures and Dates on Following Page]



PETITIONERS:

Roger Smith Paula Smith 1/10/22

Roger Smith and Paula Smith, Date

Lance Smith Jamie Smith 1/10/22  
Lance Smith and Jamie Smith, Date

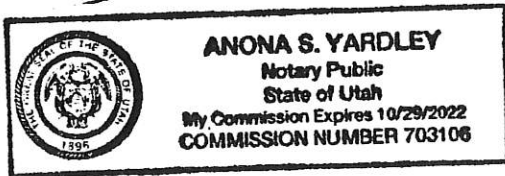
Rhett Smith Melissa Smith 1/10/22  
Rhett Smith and Melissa Smith, Date

State of Utah )

ss.

County of Beaver )

Dated and Subscribed and Sworn before, Lance Smith, Jamie Smith, Rhett Smith, Melissa Smith, Roger Smith and Paula Smith me on this 10<sup>th</sup> day of January, 2022.

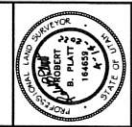


Anona S. Yardley  
Notary Public



DATE	DESCRIPTION

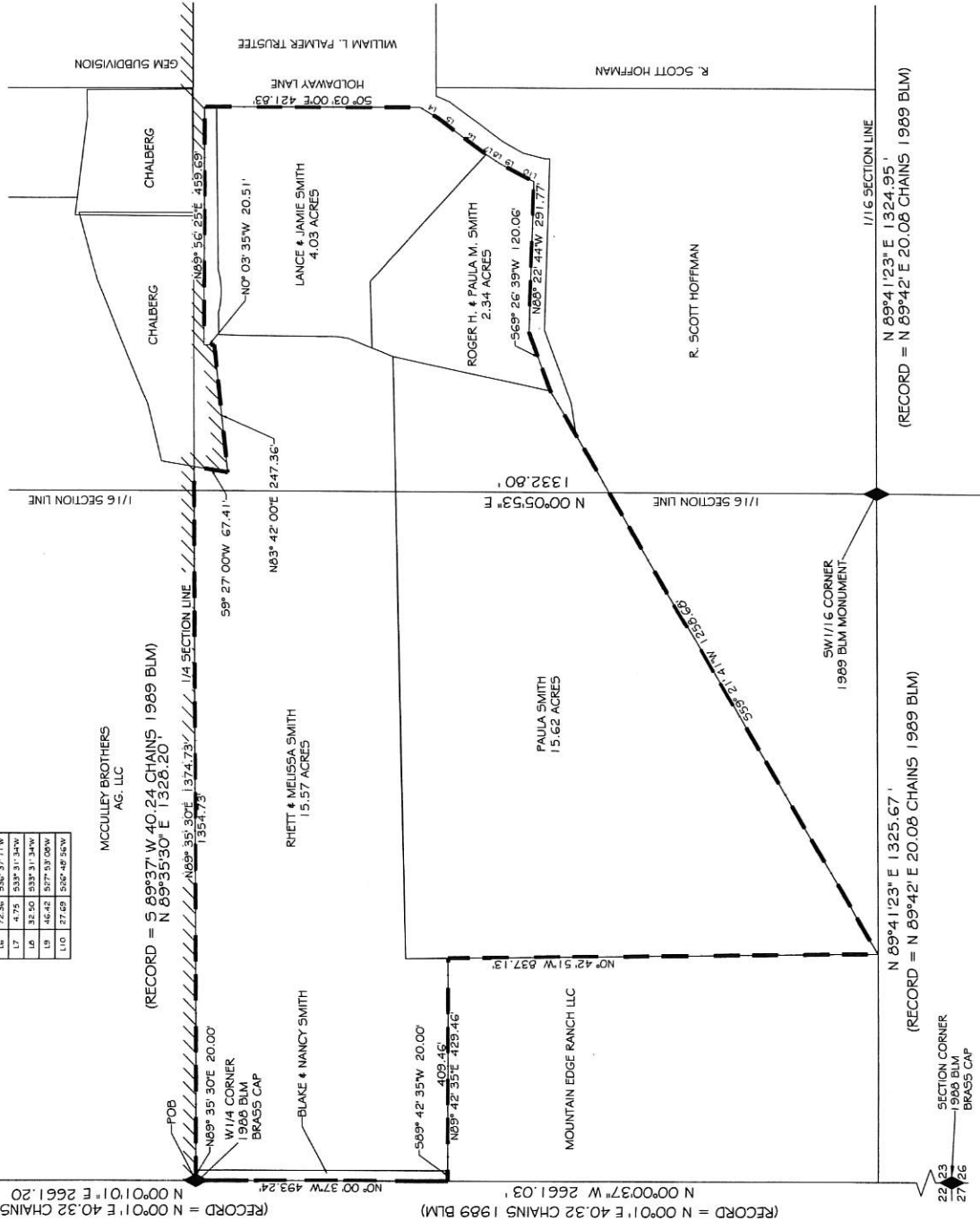
ANNEXATION PLAT OF  
**THE SMITH FAMILY ANNEXATION**  
 WITHIN SECTION 23, T. 29 S., R. 7 W., S10M, BEAVER COUNTY, UTAH



ANNEXATION PLAT OF  
 THE SMITH FAMILY ANNEXATION  
 BEAVER CITY, UTAH

Parcel Line Table

Line #	Length	Direction
L4	40.13	S87°00'20"W
L5	40.62	S85°47'55"W
L6	72.35	S82°37'11"W
L7	4.75	S39°31'34"W
L8	35.50	S53°31'34"W
L9	46.42	S77°58'08"W
L10	37.69	S26°48'56"W



**SURVEYORS' CERTIFICATE**  
 I, ROBERT B. PLATT, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 14401, CERTIFY THAT THIS ANNEXATION PLAT OF THE SMITH FAMILY ANNEXATION HAS BEEN PREPARED UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE ANNEXATION BOUNDARIES PROPOSED TO BE ADOPTED BY THE BEAVER CITY COUNCIL.  
 DATE: 4-14-2022  
 SIGNATURE: *Robert B. Platt*  
 UTAH P.L.S. # 14401

**PLANNING COMMISSION APPROVAL**  
 I, Robert B. Platt, CHAIRMAN OF THE BEAVER CITY PLANNING COMMISSION DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS APPROVED BY SAID COMMISSION ON THE 11 DAY OF April, 2022.  
 SIGNATURE: *Robert B. Platt*  
 UTAH P.L.S. # 14401

**CITY ATTORNEY APPROVAL**  
 I, JUSTIN WAINWRIGHT, CITY ATTORNEY FOR BEAVER CITY CORPORATION, CERTIFY THAT I HAVE REVIEWED THIS ANNEXATION PLAT OF THE SMITH FAMILY ANNEXATION AND RECOMMEND IT TO THE BEAVER CITY COUNCIL FOR APPROVAL ON THIS THE 11 DAY OF April, 2022.  
 SIGNATURE: *Justin Wainwright*  
 BEAVER CITY ATTORNEY

**CERTIFICATE OF ACCEPTANCE**  
 I, MATTHEW ROBINSON, MAYOR OF BEAVER CITY CORPORATION, CERTIFY THAT THIS ANNEXATION MAP HAS BEEN REVIEWED AND RECORDED IN THE OFFICE OF THE BEAVER COUNTY RECORDER ON THIS THE 11 DAY OF April, 2022.  
 SIGNATURE: *Matthew Robinson*  
 BEAVER CITY RECORDER

**BEAVER COUNTY SURVEYORS' APPROVAL**  
 I, STEVEN BRINT WOODRUFF, BEAVER COUNTY DEPUTY SURVEYOR, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVE THIS ANNEXATION PLAT OF THE SMITH FAMILY ANNEXATION.  
 DATE: 4-14-2022  
 SIGNATURE: *Steven Brint Woodruff*  
 BEAVER COUNTY DEPUTY SURVEYOR

**LEGAL DESCRIPTION OF THE SMITH FAMILY ANNEXATION**  
 BEGINNING AT THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 7 WEST, S10M, THENCE N. 89°30' E. ALONG THE 1/4 SECTION LINE, 174.73 FEET, THENCE S. 51°00' W. 40.13 FEET, THENCE S. 85°47'55" W. 40.62 FEET, THENCE S. 82°37'11" W. 72.35 FEET, THENCE S. 39°31'34" W. 4.75 FEET, THENCE S. 53°31'34" W. 35.50 FEET, THENCE S. 77°58'08" W. 46.42 FEET, THENCE S. 26°48'56" W. 37.69 FEET, THENCE S. 87°00'20" W. 40.13 FEET, THENCE S. 85°47'55" W. 40.62 FEET, THENCE S. 82°37'11" W. 72.35 FEET, THENCE S. 39°31'34" W. 4.75 FEET, THENCE S. 53°31'34" W. 35.50 FEET, THENCE S. 77°58'08" W. 46.42 FEET, THENCE S. 26°48'56" W. 37.69 FEET, TO THE WEST LINE OF SAID SECTION 23, THENCE N. 00°00'37" W. ALONG THE SECTION LINE, 493.24 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 217.6 ACRES OF LAND.

**NOTE:**  
 PLANS OF BOUNDARIES FOR THIS ANNEXATION PLAT IS 1/4 CORNER OF SECTION 23, TOWNSHIP 29 SOUTH, RANGE 7 WEST, S10M, AT THE SOUTH WEST CORNER OF SECTION 23, T. 29 S., R. 7 W., S10M, TO THE BLM BRASS CAP AT THE WEST 1/4 CORNER OF SECTION 23, T. 29 S., R. 7 W., S10M.

**LEGEND**  
 --- PROPOSED ANNEXATION BOUNDARY  
 --- EXISTING CITY BOUNDARY

**WITNESSES:**  
 I, ROBERT B. PLATT, BEAVER COUNTY DEPUTY SURVEYOR, UTAH P.L.S. # 14401, DO HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THIS ANNEXATION PLAT OF THE SMITH FAMILY ANNEXATION.  
 SIGNATURE: *Robert B. Platt*  
 UTAH P.L.S. # 14401

**CERTIFICATE OF RECORDS**  
 I, CANDY PETERSON, COUNTY RECORDER OF BEAVER COUNTY, UTAH, DO HEREBY CERTIFY THAT I HAVE REVIEWED AND RECORDED THIS ANNEXATION PLAT OF THE SMITH FAMILY ANNEXATION, WAS FILED FOR RECORD IN MY OFFICE ON THIS THE 11 DAY OF April, 2022.  
 COUNTY RECORDER

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
 ENTRY NO: \_\_\_\_\_ FEET: \_\_\_\_\_  
 RECORDED AT THE REQUEST OF: \_\_\_\_\_