

ORDINANCE 18-06

(Southeast - Max Wilkinson, Tim Wilkinson, Dane Wilkinson, Farrell D Petersen, Carol Dee Petersen, Janice Clawson, Corey W. Nielsen, Tracy Nielsen, Kayla Nielsen, James R. Nielsen, Claudia Evans, Dean Harrison, and Ruth Harrison Annexation)

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 January 18, 2018, 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, a protest was filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the Cache County Boundary Commission held a public hearing to consider such protest on March 22, 2018 and determined the proposed annexation complied with Utah Code 10-2-402 and 10-2-403 and voted in favor of the proposed annexation; and

WHEREAS, the City Council on April 5, 2018 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 (*SOUTHEAST ANNEXATION*).

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:

PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A DISTANCE OF 1259.89 FEET; (2) SOUTH 03°54'46" WEST, A DISTANCE OF 38.11 FEET; (3) SOUTH 53°02'16" WEST, A DISTANCE OF 93.08 FEET; (4) NORTH 89°31'49" WEST, A DISTANCE OF 612.28 FEET; (5) NORTH 00°10'51" EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH 89°45'09" WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004;

THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH $00^{\circ}33'59''$ WEST, A DISTANCE OF 793.29 FEET; (2) NORTH $89^{\circ}53'15''$ WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH $00^{\circ}57'03''$ EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH $89^{\circ}31'04''$ EAST, A DISTANCE OF 366.78 FEET; (2) NORTH $89^{\circ}11'18''$ EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH $63^{\circ}50'04''$ EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH $82^{\circ}17'03''$ EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH $01^{\circ}01'48''$ EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH $87^{\circ}25'07''$ EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH $00^{\circ}37'53''$ WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH $89^{\circ}58'35''$ WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH $00^{\circ}17'08''$ WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH $89^{\circ}52'54''$ WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH $00^{\circ}17'08''$ EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH $89^{\circ}58'41''$ WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH $00^{\circ}11'25''$ EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH $89^{\circ}40'45''$ WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) SOUTH $00^{\circ}31'18''$ WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH $89^{\circ}58'41''$ WEST, A DISTANCE OF 330.09 FEET; (3) NORTH $00^{\circ}39'02''$ EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH $89^{\circ}58'42''$ WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH $00^{\circ}36'54''$ EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH $89^{\circ}42'02''$ WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH $00^{\circ}36'22''$ WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH $89^{\circ}26'29''$ WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH $00^{\circ}36'22''$ WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH $89^{\circ}26'29''$ EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH $00^{\circ}39'03''$ WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH $89^{\circ}26'29''$ WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH $00^{\circ}39'25''$ EAST, A

DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST, A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING.
CONTAINING 239.31 ACRES.

SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 Zone (with special conditions as outlined in the attached annexation agreements) in accordance with the provisions of Section 17.20.030 of the Hyrum City Municipal Code 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 21st day of June, 2018.

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Ffiele
Stephanie Ffiele
City Recorder

Posted: July 12, 2018

SOUTHEAST ANNEXATION
CLAUDIA EVANS AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of June 2018, 2018 by and between Hyrum City, a Utah municipal corporation, and Claudia S. Evans, 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 ten (10.00) acres of real property, which property bears Cache County Tax Number 01-071-0005 and 01-071-0006, and is more particularly described hereafter; and

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WHEREAS, on January 23, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

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:

PARCEL 01-071-0005 - BEG AT A PT 1 RD S OF NE COR OF N/2 OF SW/4 SEC 10 T 10N R 1E, S 260.7 FT W 50 & 2/3 RDS N 260.7 FT E 50 & 2/3 RDS TO BEG. CONT. 5 AC. A1738

PARCEL 01-071-0006 - ALL THAT PART OF N/2 OF SW/4 OF SEC 10 T 10N R 1E: BEG 260.7 FT S OF A PT 1 RD S OF NE COR OF SW/4 SEC 10, S 260.7 FT W 50 & 2/3 RDS N 260.7 FT E 50 & 2/3 RDS TO BEG CONT 5 AC

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.

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3. **ZONING.** Zoning of subject property shall be Residential R-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 and rural uses and Applicant and future owners should be aware of associated odors, flies 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. **WASTEWATER COLLECTION.** Applicant and/or developers will be responsible to install sewer mains connecting development on this property to the municipal collection lines.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

7. **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 water distribution system.

8. **TRANSPORTATION.** Applicant and/or developers of the site will be required to have ingress/egress access locations as required by Hyrum City's engineer.

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9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 Miller
Stephanie Miller
City Recorder



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APPLICANTS:

Claudia S. Evans
Claudia S. Evans

Witness:

Lawrence Paul Evans

SOUTH EAST ANNEXATION
MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Max Wilkinson, Tim Wilkinson, and Dane Wilkson, 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 seventy four and 73/100 (74.73) acres of real property, which property bears Cache County Tax Numbers 01-074-0015, 01-080-0019, and 01-080-0016 and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

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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

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:

MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

Parcel 01-074-0015 - BEG AT SW COR SEC 10 T 10N R 1E & TH N 9.8 FT TH E 351.24 FT TO TRUE POB TH N 0*24'36" E 408.22 FT TH N 89*46'40" E 206.75 FT TH N 3*32'45" E 247.31 FT TH N 89*18'46" E 925.05 FT TH N 88*59' E 744.13 FT TH S 64*02'22" E 145.33 FT TH S 82*29'21" E 294.98 FT ALG S SIDE OF EAST CANAL TH S 1*14'06" E 50.42 FT TH S 87*37'25" E 64.34 FT TH S 0*25'35" W 536.52 FT TH N 89*43'13" W 2378.48 FT TO TRUE POB CONT 34.73 AC M/B SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

Parcel 01-080-0019 - E/2 OF E/2 OF LOT 26 SEC 16 T 10N R 1E CONT 10 AC

Parcel 01-080-0016 - THE W 3/4 OF LT 26 BEING W 3/4 OF NE/4 OF NE/4 OF SEC 16 T 10N R 1E CONT 30 AC

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.

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3. **ZONING.** Zoning of subject property shall be Residential R-2 with the following restrictions:

1. Property south of 6300 South must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and a minimum frontage of 99 feet; and
2. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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 and rural uses (including a mink ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, 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. All development in this area will conform with dark sky lighting regulations.

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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

MAX WILKINSON, TIM WILKINSON, AND DANE WILKINSON AGREEMENT

connecting development on this property to the municipal collections lines including lift stations if necessary.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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.

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Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along existing right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

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. 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 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.

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12. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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 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. 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.

[Cat 1200776 Bk 2031 Pg 550

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 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



Stephanie Ericke
Stephanie Ericke
City Recorder

APPLICANTS:

Max Wilkinson
Max Wilkinson

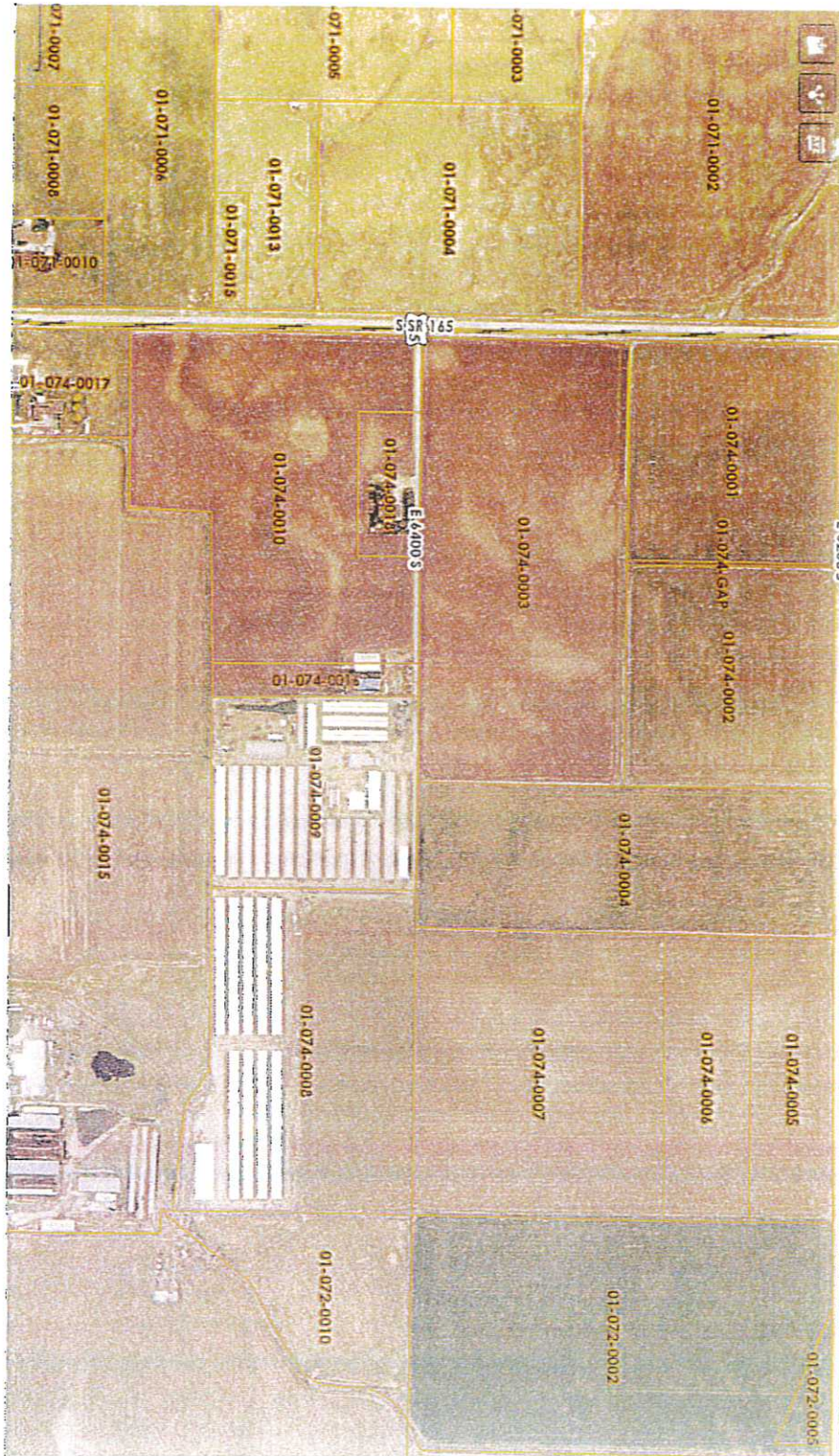
Tim Wilkinson
Tim Wilkinson

Dane Wilkinson
Dane Wilkinson

Witness:

Wendy H. Perkins

MAP OF EXISTING MINK RANCH SHEDS



SOUTHEAST ANNEXATION
JANICE CLAWSON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Janice J. Clawson, 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 ten (10.00) acres of real property, which property bears Cache County Tax Number 01-074-0001, and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

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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

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:

PARCEL 01-074-0001 0 BEG AT NW COR SW/4 SEC 10 T 19N R 1E, E 10
CHS S 10 CHS W 10 CHS N 10 CHS TO BEG 10 AC

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.** 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.

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5. **ENVIRONMENTAL CONCERNS.** Said real property lies proximate to a mixture of urban and rural uses and Applicant and future owners should be aware of associated odors, flies, 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, 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 to install sewer mains connecting development on this property to the municipal collection lines.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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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.

12. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

Ent 1200776 Bk 2031 Pg 556

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 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. 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

Int 1200776 Bk 2031 Pg 557

Attest:

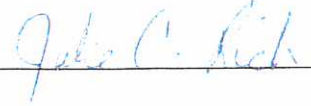
Stephanie Thicke
City Recorder

APPLICANT:



Janice L. Clawson

Witness:



SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Farrell D. and Carol Dee Petersen, husband and wife, 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 thirty-seven and 25/100 (37.25) acres of real property, which property bears Cache County Tax Number 01-071-0002, and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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WHEREAS, on April 5, 2018, 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

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:

SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

2

Parcel 01-071-0002 - BEG 110 RDS N OF SE COR SEC 9 T 10N R 1E W
120 RDS N 50 RDS E 120 RDS S 50 RDS TO BEG CONT 37.5 AC LESS:
BEG AT E/4 COR SEC 9 T 10N R 1E & TH S89*54'47''W 588.91 FT ALG
N LN OF SE/4 SEC 9 TO TRUE POB S37*23'54''W 13.65 FT TH
N89*50'39''W 1407.56 FT TH N0*11'38''E 4.86 FT TH N89*54'47''E
1415.83 FT ALG N LN OF SE/4 SEC 9 TO TRUE POB (PT 01-068-0003)
CONT 0.25 AC NET 37.25 AC

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.** 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.

Int. 1200776 W 2031 Pg 560

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 the city's municipal irrigation ponds, pump houses, and emergency diesel generator. 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, 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.

[Ent 1200776 Bk 2031 Pg 561

8. **WASTEWATER COLLECTION.** The direction of wastewater flow has not been determined at this point. Hyrum City will require sewer service from this property be connected to the main sewer line on 800 East, and may or may not allow connection at a different sewer line location.

APPLICANT and/or developers will be responsible to install sewer mains connecting development on this property to the municipal collections lines without the necessity of lift stations.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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.

Int 1200776 Bk 2031 Pg 562

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 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 understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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.

Ent 1200776 # 2031 Pg 563

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

SOUTH EAST ANNEXATION
FARRELL D. AND CAROL DEE PETERSEN AGREEMENT

By *Stephanie Miller*
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANTS:

Farrell D. Petersen
Farrell D. Petersen
Carol Dee Petersen
Carol Dee Petersen

Witness:

Maria P. Anderson

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Corey and Kayla Nielsen, husband and wife, 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 two and 00/100 (2.00) acres of real property, which property bears Cache County Tax Number 01-074-0018 and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

Ent 1200776 8k 2031 Pg 545

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

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:

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

2

Parcel 01-074-0018 - BEG AT PT 20 CHS N & 240 FT E OF SW COR SEC 10 T 10N R 1E & TH E 435.5 FT TH S 200 FT TH W 435.5 FT TH N 200 F M/L TO POB - SUBJ TO & WITH ROAD R/W ON N 1 RD OF PROP - ALSO R/W BEG AT PT 20 CHS N OF SW COR SEC 10 & TH E 240 FT TH S 16.5 FT TH W 240 FT TH N 16.50 FT TO POB CONT 2.0 AC

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 with the following restrictions:

1. This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and
3. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

Egt 1200776 Bk 2031 Pg 566

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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 and rural uses (including a milk ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, 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. All development in this area will conform with dark sky lighting regulations.

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.

Ent 1200776 Bk 2031 Pg 567

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.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

Applicant and/or developers of the site will be responsible to install wastewater mains extending from a point of junction with

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

4

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.

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

Est 1200776 Bk 2031 Pg 568

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. 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 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.

12. **TRANSPORTATION.** APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

Est 1200776 # 2031 Pg 569

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 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. **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.

SOUTH EAST ANNEXATION
COREY AND KAYLA NIELSEN AGREEMENT

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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.

Eng 1200776 Bk 2031 Pg 570

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

HYRUM CITY

ATTEST

Stephanie Miller
Stephanie Miller
City Recorder

By Stephanie Miller
Stephanie Miller
Mayor

APPLICANTS:

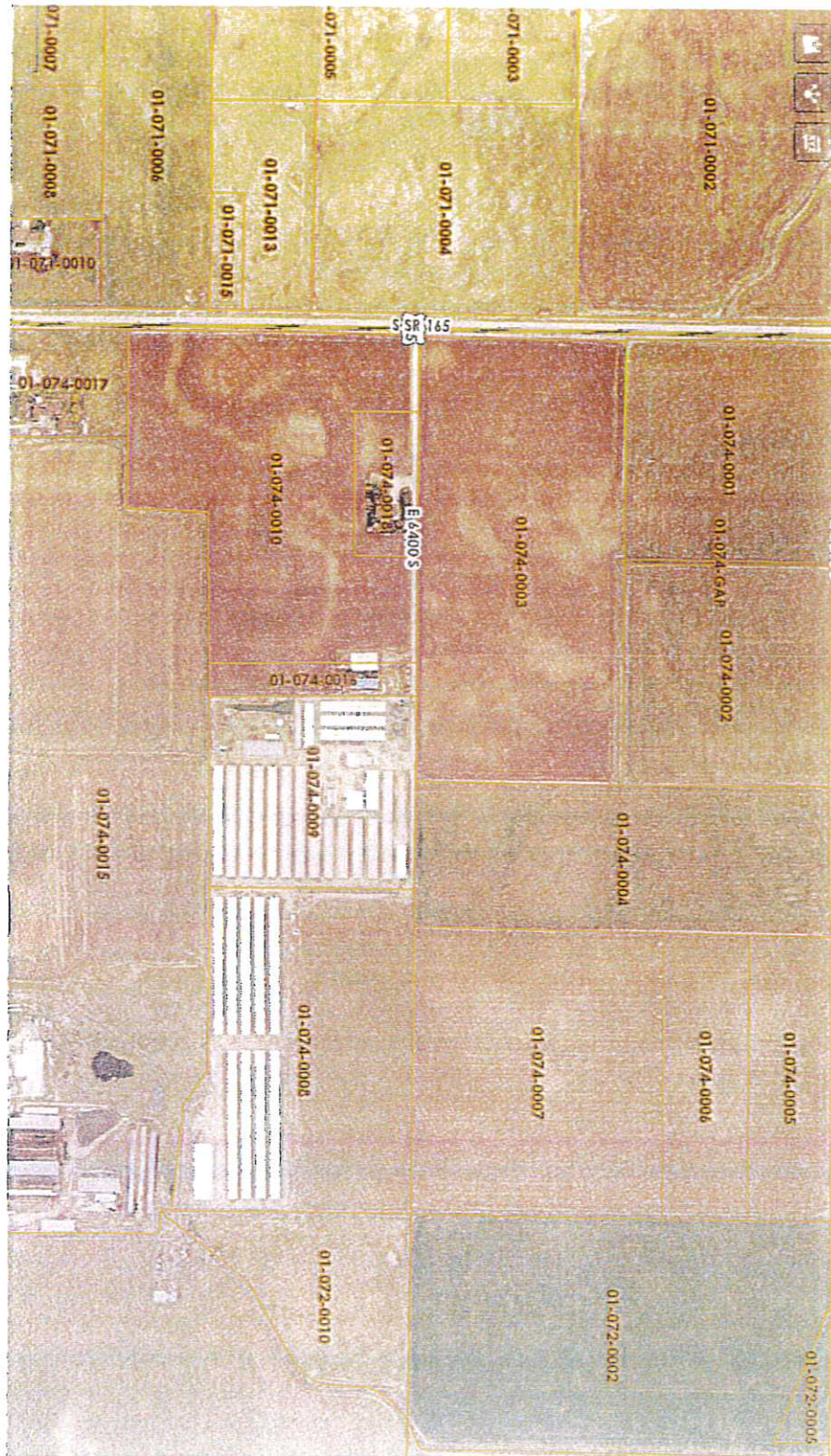
Corey W. Nielsen
Corey W. Nielsen

Kayla Nielsen, Trustee
Kayla Nielsen

Witness:

Kathryn Nielsen

MAP OF EXISTING MINK RANCH SHEDS



SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and Corey W. Nielsen and Tracy Nielsen, 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 seventy-eight and 94/100 (78.94) acres of real property, which property bears Cache County Tax Numbers 01-074-0004, 01-072-0005, 01-072-0002, 01-074-0003, 01-074-0016, 01-074-0010, and 01-079-0003, and is more particularly described hereafter; and

WHEREAS, on January 3, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

Est 1200776 BK 2031 Pg 573

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

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:

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

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

PARCEL 01-074-0004 - BEG 1 RD S & 83 RDS E OF THE NW CORN/2 SW/4 SEC 10 T 10N R 1E, E 26 1/3 RDS S 79 RDS W 26 1/3 RDS N 79 RDS TO BEG 13 AC A1740

PARCEL 01-072-0005 - BEG 15 RDS E OF NW COR SE/4 SEC 10 T 10N R 1E & TH E 25 RDS TH S 11 RDS TH NW'LY TO BEG CONT 0.86 AC SEE BNDRY LN DESC IN ENT 1077091 & 1080181: BEG AT SE COR SEC 10 T 10N R 1E & TH S89*46'24''W 2663.19 FT TH N0*00'46''W 1306.66 FT TO TRUE POB TH S89*44'07''E 612.55 FT TH N52*49'58''E 93.08 FT TH N3*42'28''E 38.11 FT TH N0*45'28''E 1259.86 FT TO END

PARCEL 01-072-0002 - BEG AT NW COR SE/4 SEC 10 T 10N R 1E S 20 CH E 10 CH N 69 RD TO OBRAY CANAL NWLY ALG CANAL TO PT 15 RD E OF BEG W 15 RD TO BEG CONT. 18.25 ACRES A1736 SEE BNDRY LN DESC IN ENT 1077091 & 1080181: BEG AT SE COR SEC 10 T 10N R 1E & TH S89*46'24''W 2663.19 FT TH N0*00'46''W 1306.66 FT TO TRUE POB TH S89*44'07''E 612.55 FT TH N52*49'58''E 93.08 FT TH N3*42'28''E 38.11 FT TH N0*45'28''E 1259.86 FT TO END

PARCEL 01-074-0003 - BEG 2 RDS E OF SW COR OF N/2 OF SW/4 SEC 10 T 10N R 1E, N 39.5 RDS E 81 RDS S 39.5 RDS W 81 RDS TO BEG 20 AC

PARCEL 01-074-0016 - BEG 20 CHS N & 23.35 CHS W OF SE COR OF SW/4 SEC 10 10N R 1E W 1.73 CHS S 9.25 CHS E 1.98 CHS TO BEG CONT 1.70 AC SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

Ent 1200776 & 2031 Pg 574

PARCEL 01-074-0010 - BEG 6.32 CHS N OF SW COR SEC 10 T 10N R 1E & TH N 13.68 CHS TH E 240 FT TH S 200 FT TH E 435.5 FT TH N 200 FT TH E 322.42 FT TH S 9.25 CHS TH W 8.38 CHS TO FORMER IRRIG CANAL TH S'LY ALG SD FORMER CANAL TO PT 7.88 CHS E OF BEG TH W 7.88 CHS TO BEG CONT 15.39 AC SUBJ TO R/W OVER THE N 1 RD THEREOF SEE BNDRY LN DESC IN ENT 1077088: BEG AT SW COR OF SEC 10 T 10N R 1E & TH N0*24'09''E 420.22 FT TO TRUE POB TH S89*54'20''E 558.43 FT TO N LN OF PARCEL 0015 TH ALG SD PARCEL IN 2 COURSES: N3*32'45''E 247.31 FT & N89*18'46''E 426.56 FT TO E LN OF PARCEL 0010 TH N89*18'46''E 131.71 FT TO E LN OF PARCEL 0016 TO END

PARCEL 01-079-0003 - BEG AT A PT 42 RDS E OF NW COR OF SEC 15 T
10N R 1E E 20 RDS S 80 RDSW 20 RDS N 80 RDS TO BEG 10 AC 10 AC
A1783

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 with the following restrictions:

1. Property north of 6300 North will have no additional restrictions but must comply with Hyrum City's Municipal Code for Residential R-2 Zoning;
2. Property south of 6300 North must comply with Hyrum City's Municipal Code for Residential R-2 Zoning- in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and a minimum frontage of 99 feet; and
3. All lots adjacent to the current existing boundaries of mink sheds must have a 100 foot buffer zone from the mink shed to the main dwelling (the right-of-way for the 6400 South road may be included in the 100' buffer zone).

PL 1200776 R 2031 Pg 575

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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 and rural uses (including a mink ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, 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. All development in this area will conform with dark sky lighting regulations.

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.

PL 1200776 # 2031 Pg 576

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.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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.

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along existing right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

Enr 1200776 Bk 2031 Pg 577

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. 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 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.

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

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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.

Ent. 1200776 Bk 2031 Pg 578

12. **TRANSPORTATION.** APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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 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. **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.

Ent 1200776 Bk 2031 Pg 579

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
City Recorder

APPLICANTS:

SOUTH EAST ANNEXATION
COREY W. NIELSEN AND TRACY NIELSEN AGREEMENT

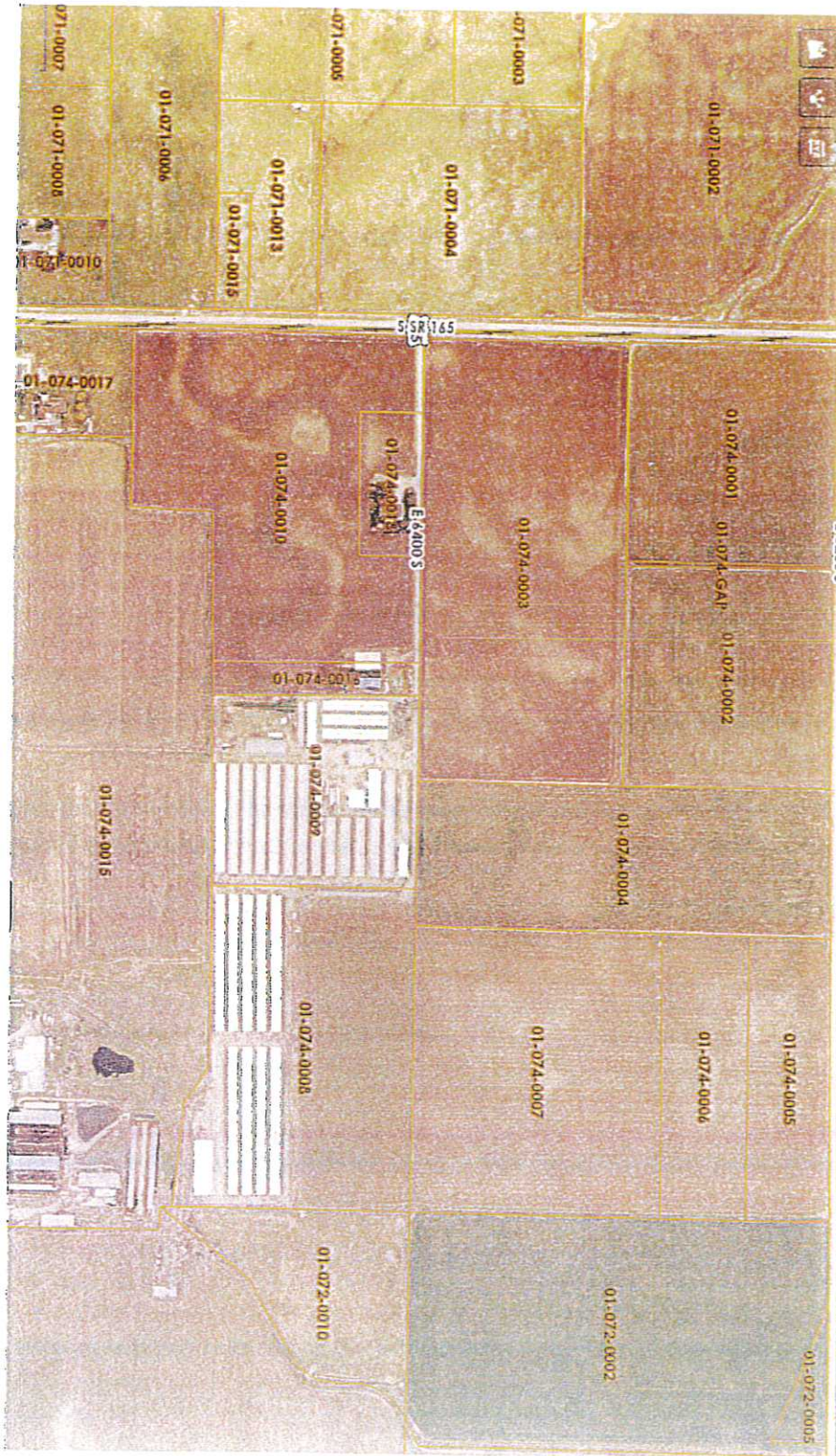
Corey W. Nielsen, Member
Corey W. Nielsen

Tracy Nielsen, Member
Tracy Nielsen

Witness:

Kathy Nielsen

MAP OF EXISTING MINK RANCH SHEDS



SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of June, 2018 by and between Hyrum City, a Utah municipal corporation, and R. Deane Harrison and Ruch C. Harrison, husband and wife, 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 ten and 00/100 (10.00) acres of real property, which property bears Cache County Tax Number 01-071-0006 and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

Ent 1200776 Bk 2031 Pg 582

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

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:

SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON AGREEMENT

2

PARCEL 01-071-0006 - BEG 20 RDS N OF SE COR SEC 9 T 10N R 1E, W
80 RDS N 20 RDS E 80 RDS S 20RDS TO BEG CONT 10 AC A1712

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 with the following restriction: This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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.

Ent 1200776 Bk 2031 Pg 583

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 and rural uses (including a mink ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, 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. All development in this area will conform with dark sky lighting regulations.

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.

Epl. 1200776 Bk 2031 Pg 584

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.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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.

SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON AGREEMENT

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Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

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. 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 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.

Ent 1200776 bk 2031 Pg 585

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.

12. TRANSPORTATION. APPLICANT understands and agrees that development on this property requiring access onto Highway 165 will need approval from the CMPO and UDOT to change land use on a state road and gain access to it. Section 16.20.150(G) of the Hyrum City Municipal Code prohibits backyards from facing Highway 165. APPLICANT understands that subdivisions must be planned so that houses face the highway.

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 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. 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.

Int 1200776 # 2031 Pg 586

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.

SOUTH EAST ANNEXATION
DEANE AND RUTH HARRISON 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 Fryckle
City Recorder

Ent 1200776 Bk 2031 Pg 587

APPLICANTS:

R. Deane Harrison
R. Deane Harrison

Ruth Harrison
Ruth Harrison

Witness:

[Signature]

SOUTH EAST ANNEXATION
JAMES R. NIELSEN AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of JUNE, 2018 by and between Hyrum City, a Utah municipal corporation, and James R. Nielsen, 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 eight and 00/100 (8.00) acres of real property, which property bears Cache County Tax Numbers 01-071-0007 and 01-071-0008 and is more particularly described hereafter; and

WHEREAS, on January 23, 2018, 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 January 4, 2018, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on January 18, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on April 5, 2018, 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

Enl 1200776 # 2031 Pg 588

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

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:

SOUTH EAST ANNEXATION
JAMES R. NIELSEN AGREEMENT

2.

PARCEL 01-071-0007 - BEG 40 RDS W OF SE COR SEC 9 T 10N R 1E &
TH W 40 RDS TH N 20 RDS TH E40 RDS TH S 20 RDS TO BEG CONT 5 AC

PARCEL 01-071-0008 - BEG 264 FT W OF SE COR SEC 9 T 10N R 1E &
TH W 396 FT TH N 20 RDS TH E396 FT TH S 20 RDS TO BEG CONT 3 AC

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 with the following restriction: This property must comply with Hyrum City's Municipal Code for Residential R-2 Zoning - in addition to meeting the requirements of the R-2 Zoning all lots must be a minimum size of 14,520 feet, and have a minimum frontage of 99 feet; and

Applicant and/or Developer may request variances or waivers of these restrictions from the Hyrum City Council.

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.

Int 1200776 Bk 2031 Pg 589

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 and rural uses (including a milk ranch and milk processing plant) and Applicant and future owners should be aware of associated odors, flies, 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. All development in this area will conform with dark sky lighting regulations.

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.

Ent 1200776 Bk 2031 Pg 590

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.

Sewage from this property ultimately will flow into the sewer main on 300 South. The city will analyze the potential capacity of the sewer main on 300 South to determine a timetable for enlargement and cost recovery measures. Development of this property will not be approved until the sewer main lines have been accurately assessed to determine the City's current and future needs.

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.

SOUTH EAST ANNEXATION
JAMES R. NIELSEN AGREEMENT

Only upon approval by the Hyrum City Council may the requirement for extension and connection to the sewer main line be waived. If the City Council agrees to waive the requirement for extension based upon distance of main line from the development the applicant and/or developer will still be required to install wastewater collection main and homes be plumbed with connection to the wastewater collection system. If development occurs within 300 feet of an active or installed collection system along exiting right-of-way the wastewater collection line must be installed and connected to existing piping. Impact fees for wastewater must be paid at the time a building permit is issued for a main residence on the building lot even though the connection is not available at that time.

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. 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 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.

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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.

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 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. **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.

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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

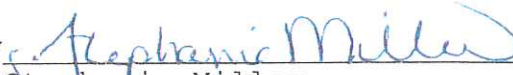
SOUTH EAST ANNEXATION
JAMES R. NIELSEN AGREEMENT

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
Mayor

Attest:



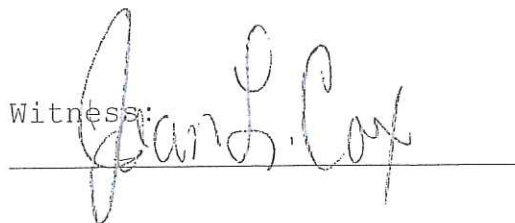
Stephanie F. White
City Recorder

Ent 1200776 BK 2031 Pg 593

APPLICANT:


James R. Nielsen

Witness:



RESOLUTION 18-02

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 (*Southeast Annexation - Wilkinson's Rosehill Dairy, JN Farms, Clawson, Nielsen, Harrison, Nielsen, Petersen, and Evans - 239.31 acres*).

WHEREAS, on January 3, 2018, 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

Int 1200776 Ik 2031 Pg 594

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

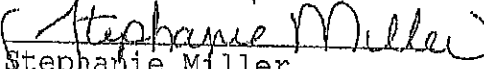
WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended.

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.

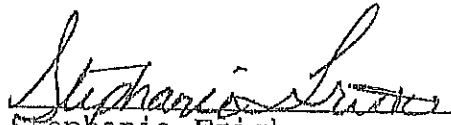
BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 4th day of
January, 2018.

HYRUM CITY

BY: 
Stephanie Miller
Mayor

ATTEST:


Stephanie Fricke
City Recorder

PETITION FOR ANNEXATION

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

We, the undersigned owners 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: Ent. 1200776 Bk 2031 Pg 596

A PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A DISTANCE OF 1259.89 FEET; (2) SOUTH 03°54'46" WEST. A DISTANCE OF 38.11 FEET; (3) SOUTH

53°02'16" WEST, A DISTANCE OF 93.08 FEET; (4) NORTH 89°31'49" WEST, A DISTANCE OF 612.28 FEET; (5) NORTH 00°10'51" EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH 89°45'09" WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°33'59" WEST, A DISTANCE OF 793.29 FEET; (2) NORTH 89°53'15" WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH 00°57'03" EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 89°31'04" EAST, A DISTANCE OF 366.78 FEET; (2) NORTH 89°11'18" EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH 63°50'04" EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH 82°17'03" EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH 01°01'48" EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH 87°25'07" EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH 00°37'53" WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°58'35" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 00°17'08" WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH 89°52'54" WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH 00°17'08" EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°58'41" WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°11'25" EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH 89°40'45" WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) SOUTH 00°31'18" WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH 89°58'41" WEST, A DISTANCE OF 330.09 FEET; (3) NORTH 00°39'02" EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°58'42" WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH 00°36'54" EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH 89°42'02" WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH 00°36'22" WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST,

A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING. CONTAINING 239.31 ACRES.

4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated "contact sponsor", with the mailing address of each sponsor being indicated;

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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 petitioners 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 petitioners request the property, if annexed, be zoned Residential R-2 Zone.

9. That the petitioners agree to pay the City upon request and before the annexation process is completed for all expenses it has incurred due to the annexation. The petitioners understand 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.

DATED this 3 day of January, 2018.

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation


CONTACT SPONSOR INFORMATION:

Parcel #'s: 01-074-0015
 01-080-0019
 01-080-0016

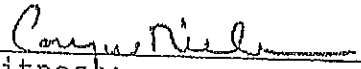
Acres: 34.73 acres
 10.00 acres
 30.00 acres

Total: 74.73

Tim Wilkinson
767 East 440 South
Hyrum, Utah 84319
435-881-1448



Signature: Tim Wilkinson



Witness:

SPONSORS:

Parcel #'s: 01-074-0015
 01-080-0019
 01-080-0016


Acres: 34.73 acres
 10.00 acres
 30.00 acres

Total: 74.73

Name: Rosehill Holdings, LLC
4110 West 5800 North
Morgan, Utah

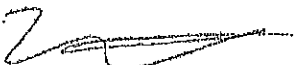
Ent 1200776 Bk 2031 Pg 599

Max Wilkinson
2571 West Highway 101
Wellsville, Utah 84319
435-512-9313




Signature: Max Wilkinson
Managing member

Tim Wilkinson
767 East 440 South
Hyrum, Utah 84319
435-881-1448



Signature: Tim Wilkinson

Dane Wilkinson
5684 Garnet Drive
Morgan, Utah 84050
801-791-8797



Signature: Dane Wilkinson

Signature:

Signature:

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

SPONSORS:

| | |
|-------------------------|--------------------|
| Parcel #'s: 01-074-0004 | Acres: 13.00 acres |
| 01-072-0005 | .86 acres |
| 01-072-0002 | 18.25 acres |
| 01-074-0003 | 20.00 acres |
| 01-074-0016 | 1.70 acres |
| 01-074-0010 | 15.39 acres |
| 01-079-0003 | 10.00 acres |
| | Total: 78.94 |

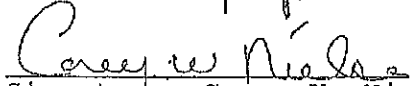
Name: JN Farms, LLC
P.O. Box 8
Hyrum, Utah 84319

Tracy Nielsen
152 East 200 South
Hyrum, Utah 84319
435-452-2272

Corey W. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277


Signature: Tracy Nielsen

co managing member


Signature: Corey W. Nielsen

managing members

Signature: _____

Signature: _____

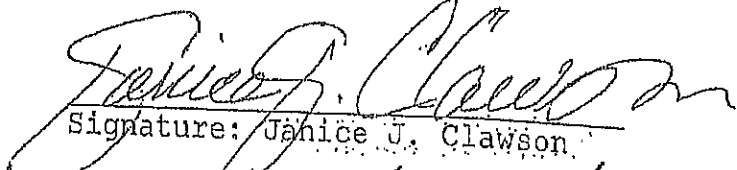

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #: 01-074-0001
Don R. & Janice J. TR. Clawson
661 East 100 South
Hyrum, Utah 84319
435-245-3686

Acres: 10 acres

Janice J. Clawson
661 East 100 South
Hyrum, Utah 84319
435-245-3686


Signature: Janice J. Clawson
Trustee and Individually

Signature:

Signature: _____

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #: 01-074-0018

Acres: 2 acres

Corey W. & Kayla M. Nielsen
C/O Trust Nielsen
P.O. Box 8
Hyrum, Utah 84319

Corey W. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277

Kayla M. Nielsen
P.O. Box 8
Hyrum, Utah 84319
435-757-4277

Corey Nielsen

Signature: Corey Nielsen

Co-Trustee and Individually

Kayla M. Nielsen

Signature: Kayla M. Nielsen

Co-Trustee and Individually

PETITIONERS:

Parcel #: 01-071-0006

Acres: 10 acres

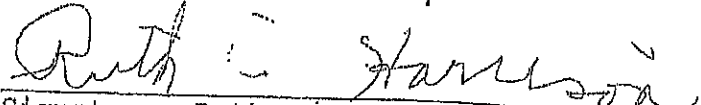
R. Deane & Ruth C. Tr. Harrison
248 South 400 East
Hyrum, Utah 84319

R. Deane Harrison
248 South 400 East
Hyrum, Utah 84319
435-258-8857



Signature: R. Deane Harrison
Co-trustee INDIVIDUALLY

Ruth C. Harrison
248 South 400 East
Hyrum, Utah 84319
435-258-8857



Signature: Ruth C. Harrison
Co-trustee INDIVIDUALLY

Signature: _____

Signature: _____

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

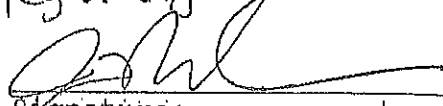
Parcel #'s: 01-071-0007
01-071-0008

Acres: 5 acres
3 acres

Total: 8 acres

James R. Suc Tr. Nielsen^e
7796 House Top Lane
Victor, Idaho 83455

*Must Be signed by all /
legal signers for trust*


Signature: JAMES R. NIELSEN
TRUSTEE

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Int 1200776 Bk 2031 Pg 604

Signature: _____

Signature: _____

Signature: _____

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, & Evan
Annexation

PETITIONERS:

Parcel #'s: 01-071-0005 Acres: 5 acres
01-071-0006 5 acres

Total: 10 acres

Claudia S. Tr. Evans
21407 North Palm Desert Drive
Sun City West, AZ. 85375-1832

All owners of the trust must sign

Claudia S. Evans
21407 North Palm Desert Drive
Sun City West, AZ. 85375-1832

Claudia S. Evans
Signature: Claudia S. Evans

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

RoseHill, JN Farms, Clawson, Nielsen, Harris, Nielson, Petersen, & Evan Annexation

PETITIONERS:

Parcel #'s: 01-071-0002 Acres: 37.25 acres

Total: 37.25 acres

Farrell D. Petersen TR,
654 East 200 South
Hyrum, Utah 84319

FARRELL D. PETERSEN

Farrell D. Petersen

Signature:

TRUSTEE - INDIVIDUALLY

CAROL DEE PETERSEN

Carol Dee Petersen

Signature:

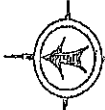
c/o TRUSTEE & INDIVIDUALLY

HYRUM SOUTHEAST ANNEXATION

TO

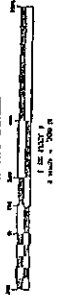
THE CITY OF HYRUM

A PART OF SECTIONS 9, 10, 15 AND 16
TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE S.L.B. & M.



November 22, 1927

GRAPHIC SCALE

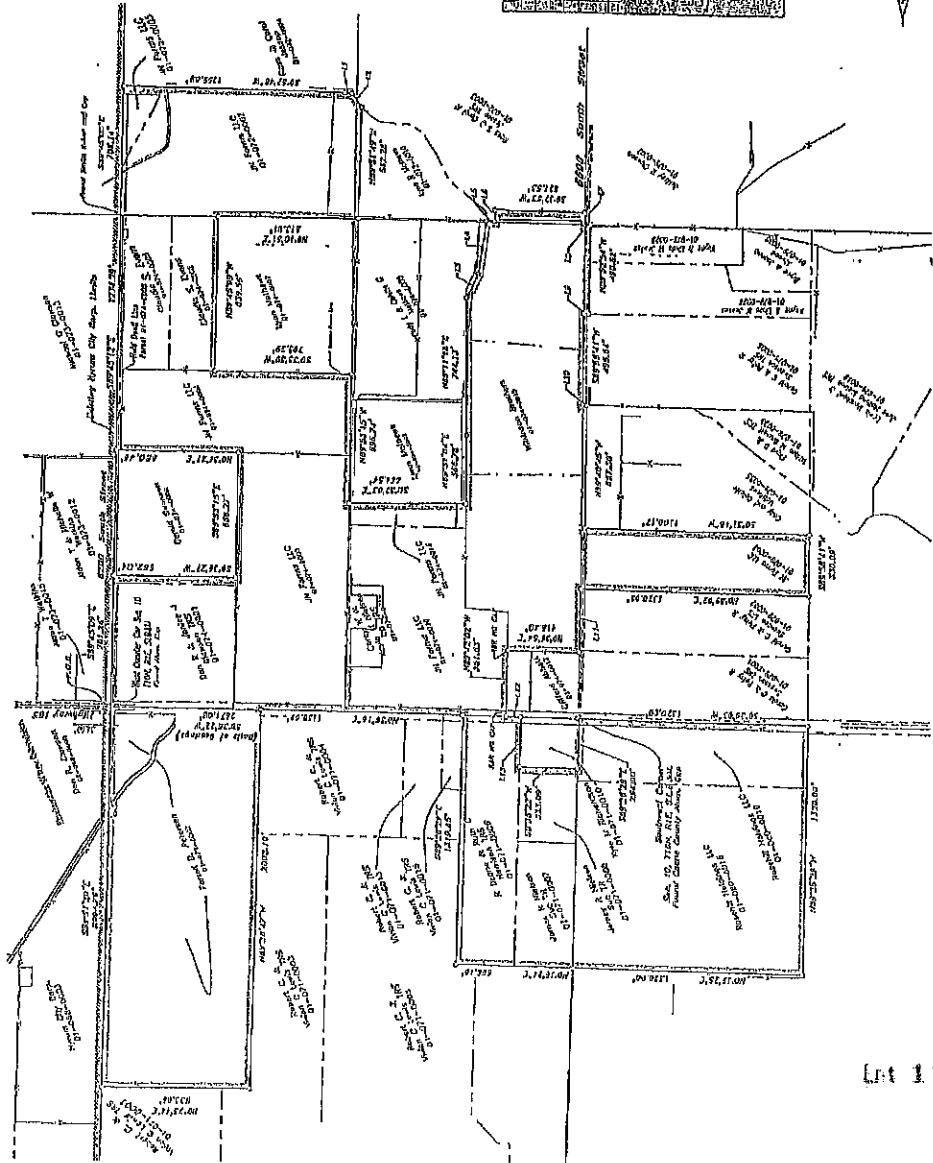
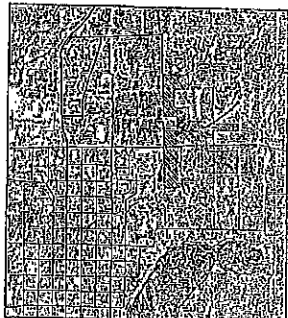


L. E. G. & P. Co.

INDUSTRIAL BLDG.
RESIDENCE BLDG.
GARAGE BLDG.
FENCE LINE
WOOD SHED
POND
RANGE POLE
WATER CISTERN



| Lot | Length | Breadth |
|-----|---------|---------|
| 1 | 262.11' | 662.05' |
| 2 | 262.11' | 662.05' |
| 3 | 262.11' | 662.05' |
| 4 | 262.11' | 662.05' |
| 5 | 262.11' | 662.05' |
| 6 | 262.11' | 662.05' |
| 7 | 262.11' | 662.05' |
| 8 | 262.11' | 662.05' |
| 9 | 262.11' | 662.05' |
| 10 | 262.11' | 662.05' |
| 11 | 262.11' | 662.05' |
| 12 | 262.11' | 662.05' |
| 13 | 262.11' | 662.05' |
| 14 | 262.11' | 662.05' |
| 15 | 262.11' | 662.05' |
| 16 | 262.11' | 662.05' |



FORESIGHT SURVEYING
3002 North 850 Street Suite D
TODD, NEBA 84271
TEL: 338-3333 FAX: 338-3333

Plat No. 117671
Record 15718

ANNEXATION PLAT

SURVEYOR'S CERTIFICATE
I, L. E. G. & P. Co., being duly sworn, depose and say that the foregoing is a true and correct copy of the original plat as shown to me by the City of Hyrum, and that I have no objection to its being recorded in the office of the County Recorder of said county.

Annexation Boundary

A large block of text detailing the annexation boundary, including references to sections 9, 10, 15, and 16, and describing the geographical area being annexed to the City of Hyrum. It includes specific measurements and descriptions of the lots and streets involved.



ACCEPTANCE BY LEGISLATIVE BODY
This is to certify that the Hyrum City Council, having received a copy of this plat, has passed a resolution approving the same, and that it has authorized the City Engineer to execute this plat, and to cause the same to be recorded in the office of the County Recorder of said county.

DEPUTY COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL
I, COUNTY SURVEYOR, do hereby certify that the foregoing is a true and correct copy of the original plat as shown to me by the City of Hyrum, and that I have no objection to its being recorded in the office of the County Recorder of said county.

COUNTY RECORDER'S NO.
STATE OF NEBRASKA COUNTY OF _____ RECORDED AND PAID
AT THE RECORDER'S OFFICE _____ PER _____
ADJUTANT _____
PAID ME PER OF FEES _____ COUNTY RECORDER



HYRUM CITY

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

Stephanie Miller, Mayor
Council Members
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
Aaron Woolstenhulme
City Administrator
Ron W. Salvesen
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, January 3, 2018 and signed by Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; Tracy Nielsen, and Corey W. Nielsen; Corey W. and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane and Ruth C. Harrison; Farrell D. and Carol Dee Petersen; and Claudia S. Evans together with the annexation plat map pertaining thereto, was delivered to me personally by Tim Wilkinson Contact Sponsor for said Annexation this 3rd day of January, 2018, at the Hyrum City Office, 60 West Main, Hyrum, Utah.


Stephanie Fricke
Hyrum City Recorder

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 January 3, 2018 a petition proposing the annexation of real property located between approximately 6200 South to 6700 South between 550 East and 1300 East (238.64 acres) has been filed with Hyrum City by Rosehill Holdings, LLC - Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; JN Farms, LLC. - Tracy Nielsen, and Corey W. Nielsen; Corey W. Nielsen, and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane Harrison, and Ruth C. Harrison; Farrell D. Petersen and Carol Dee Petersen; and Claudia S. Evans.
2. On January 4, 2018, the Hyrum City Council approved Resolution 18-02 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On January 18, 2018 the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.

Ent 1200776 Bk 2031 Pg 609

4. The area proposed for annexation in the petition is described as follows:

A PART OF SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10 SOUTH 89°45'09" EAST, A DISTANCE OF 701.26 FEET TO THE WEST LINE OF PARCEL 01-074-0002 PROJECTED; THENCE SOUTH 00°36'27" WEST, A DISTANCE OF 682.04 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF PARCEL 01-074-0003; THENCE SOUTH 89°53'15" EAST, A DISTANCE OF 668.27 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE NORTH 00°36'27" EAST, A DISTANCE OF 680.48 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH 89°45'12" EAST, A DISTANCE OF 1274.29 FEET ALONG SAID NORTH LINE TO THE SMITH REBAR AND CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 10; THENCE SOUTH 89°45'06" EAST, A DISTANCE OF 706.14 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE EAST LINE OF PARCEL 01-072-0002; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°57'46" WEST, A

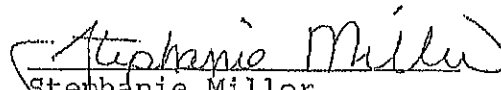
DISTANCE OF 1259.89 FEET; (2) SOUTH $03^{\circ}54'46''$ WEST, A DISTANCE OF 38.11 FEET; (3) SOUTH $53^{\circ}02'16''$ WEST, A DISTANCE OF 93.08 FEET; (4) NORTH $89^{\circ}31'49''$ WEST, A DISTANCE OF 612.28 FEET; (5) NORTH $00^{\circ}10'51''$ EAST, A DISTANCE OF 813.81 FEET TO THE SOUTH LINE OF PARCEL 01-074-0006; THENCE NORTH $89^{\circ}45'09''$ WEST, A DISTANCE OF 839.56 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0004; THENCE ALONG THE WEST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) SOUTH $00^{\circ}33'59''$ WEST, A DISTANCE OF 793.29 FEET; (2) NORTH $89^{\circ}53'15''$ WEST, A DISTANCE OF 696.74 FEET MORE OR LESS TO THE EAST LINE OF PARCEL 01-074-0016; THENCE SOUTH $00^{\circ}57'03''$ EAST, A DISTANCE OF 664.54 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF PARCEL 01-074-0015; THENCE ALONG THE NORTH AND EAST LINES THE FOLLOWING SEVEN (7) COURSES: (1) NORTH $89^{\circ}31'04''$ EAST, A DISTANCE OF 366.78 FEET; (2) NORTH $89^{\circ}11'18''$ EAST, A DISTANCE OF 744.13 FEET; (3) SOUTH $63^{\circ}50'04''$ EAST, A DISTANCE OF 145.33 FEET; (4) SOUTH $82^{\circ}17'03''$ EAST, A DISTANCE OF 294.98 FEET; (5) SOUTH $01^{\circ}01'48''$ EAST, A DISTANCE OF 50.42 FEET; (6) SOUTH $87^{\circ}25'07''$ EAST, A DISTANCE OF 64.34 FEET; (7) SOUTH $00^{\circ}37'53''$ WEST, A DISTANCE OF 524.53 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH $89^{\circ}58'35''$ WEST, ALONG SAID SOUTH LINE A DISTANCE OF 66.55 FEET TO THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH $00^{\circ}17'08''$ WEST, A DISTANCE OF 31.50 FEET; THENCE NORTH $89^{\circ}52'54''$ WEST, A DISTANCE OF 490.82 FEET TO THE EAST LINE OF PARCEL 01-079-0005; THENCE NORTH $00^{\circ}17'08''$ EAST, A DISTANCE OF 30.30 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH $89^{\circ}58'41''$ WEST, A DISTANCE OF 495.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH $00^{\circ}11'25''$ EAST, A DISTANCE OF 23.82 FEET; THENCE NORTH $89^{\circ}40'45''$ WEST, A DISTANCE OF 657.30 FEET TO THE EAST LINE OF PARCEL 01-079-0003; THENCE ALONG THE EAST, SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) SOUTH $00^{\circ}31'18''$ WEST, A DISTANCE OF 1300.17 FEET; (2) SOUTH $89^{\circ}58'41''$ WEST, A DISTANCE OF 330.09 FEET; (3) NORTH $00^{\circ}39'02''$ EAST, A DISTANCE OF 1320.09 FEET TO THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH $89^{\circ}58'42''$ WEST, A DISTANCE OF 341.46 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-074-0015 PROJECTED SOUTHERLY; THENCE NORTH $00^{\circ}36'54''$ EAST, A DISTANCE OF 418.40 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-074-0010; THENCE NORTH $89^{\circ}42'02''$ WEST, A DISTANCE OF 351.63 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER; THENCE SOUTH $00^{\circ}36'22''$ WEST, A DISTANCE OF 87.27 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 01-071-0006; THENCE NORTH $89^{\circ}26'29''$ WEST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF PARCEL 01-071-0008; THENCE SOUTH $00^{\circ}36'22''$ WEST, A DISTANCE OF 333.09 FEET TO THE SOUTH LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 264.00 FEET ALONG SAID SOUTH LINE TO THE CACHE COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 1320.00 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE SOUTH LINE OF PARCEL 01-080-0019; THENCE NORTH 89°26'29" WEST, A DISTANCE OF 1320.00 FEET ALONG THE SOUTH LINE OF PARCELS 01-080-0019 AND 01-080-0016 TO THE SOUTHWEST CORNER OF SAID PARCEL 01-080-0016; THENCE NORTH 00°39'25" EAST, A DISTANCE OF 1320.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF PARCEL 01-071-0007; THENCE NORTH 00°36'24" EAST, A DISTANCE OF 666.18 FEET ALONG THE WEST LINE OF SAID PARCEL 01-071-0007 AND PARCEL 01-071-0006 TO THE NORTHWEST CORNER OF SAID PARCEL 01-071-0006; THENCE SOUTH 89°26'29" EAST, A DISTANCE OF 1319.85 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°36'18" EAST, A DISTANCE OF 1158.69 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF PARCEL 01-071-0002 PROJECTED EAST; THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°28'47" WEST, A DISTANCE OF 2002.10 FEET; (2) NORTH 00°25'44" EAST, A DISTANCE OF 833.06 FEET MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST QUARTER; THENCE SOUTH 89°51'20" EAST, A DISTANCE OF 2004.76 FEET TO THE POINT OF BEGINNING, CONTAINING 239.31 ACRES.

Ent 1209776 Bk 2031 Pg 611

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 February 19, 2018.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, March 1, 2018 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: January 21, 28, and February 4, 2018

Est. 1200776 Bk 2031 Pg 612

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

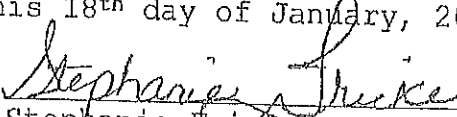
STATE OF UTAH)
 : SS.
County of Cache)

Ent 1200776 Bk 2031 Pg 613

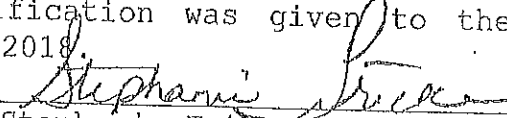
I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on January 3, 2018, receive the Petition for Annexation and attached Plat which was filed with the city by Rosehill Holdings, LLC - Max Wilkinson, Tim Wilkinson, and Dane Wilkinson; JN Farms, LLC. - Tracy Nielsen, and Corey W. Nielsen; Corey W. Nielsen, and Kayla M. Nielsen; Janice J. Clawson; James R. Nielsen; R. Deane Harrison, and Ruth C. Harrison; Farrell D. Petersen and Carol Dee Petersen; and Claudia S. Evans, contact sponsor Tim Wilkinson, 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 18-02 adopted and passed by the City Council on January 4, 2018.

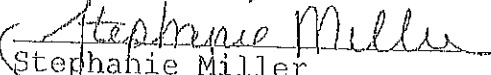
I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathon Jenkins have reviewed the referenced Petition for Annexation and have determined that the Petition meets the requirements of Subsections 10-2-403 (3), (4), and (5) of the Utah Code and I hereby give Notice to the Hyrum City Council, and the Contact Sponsor for said Petition Tim Wilkinson, 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 18th day of January, 2018.


Stephanie Fricke
City Recorder

The foregoing Certification was given to the Hyrum City Council on January 18th, 2018.


Stephanie Fricke
City Recorder


Stephanie Miller
Mayor

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 21st day of June, 2018, 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 12th day of July, 2018 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

| | | |
|-----------------------|-------------|-------------|
| Hyrum City Offices | 60 W. Main | Hyrum, Utah |
| Ridleys Grocery Store | 780 E. Main | Hyrum, Utah |
| Hyrum Library | 50 W. Main | Hyrum, Utah |

In witness whereof, I have hereto set my hand this 12th day of July, 2018.




Stephanie Fricke
City Recorder

Ordinance 18-06

An ordinance amending the Municipal Zoning Map and annexin certain real property and extending the corporate limits of Hyrum City, Utah (SouthEast Annexation).