

ORDINANCE 20-05

(Mountain View Annexation - Mitchell V. and Mary Kay Olsen; and Chet W. and Jurene D. Olsen)

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 October 1, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

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

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

WHEREAS, the City Council on November 5, 2020 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 (*MOUNTAIN VIEW 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:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South 89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

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

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

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

ADOPTED AND PASSED by the Hyrum City Council this 19th day of November, 2020.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Mitchell and Mary Kay Olsen, 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 13 and 39/100 (13.39) acres of real property, which property bears Cache County Tax Numbers 01-080-0098, 01-080-0050, 01-080-0039, and 01-080-0009 and is more particularly described hereafter; and

WHEREAS, on September 22, 2020, 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 October 1, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on October 1, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on November 5, 2020, 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:

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89*20'06''E 353.09 FT TO
TRUE POB TH N89*20'06''E 221.09 FT TH N0*22'10''E 574.21 FT TH
N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

01-080-0039 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 FT WIDE R/W TH N89*20'06''E 185.09 FT
TO TRUE POB TH S89*20'06''W 192.47 FT TO E LN OF LOCKHART PARCEL
01-080-0010 TH N0*23'32''E 668.93 FT TH N89*41'01''E 333.28 FT
TH S1*04'21''W 88.47 FT TH S0*31'02''W 362.44 FT TH S89*20'06''W
141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT
TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

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-3:

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89*20'06''E 353.09 FT TO
TRUE POB TH N89*20'06''E 221.09 FT TH N0*22'10''E 574.21 FT TH
N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

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141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT

TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

Commercial C-1:

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT
TO TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

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, feed yard, etc.). 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.

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.

Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built without connecting to the Hyrum City Municipal Wastewater System. Applicant and/or developer of such home will be required and agrees to pay for all costs to extend and connect to the wastewater collection line once the collection line comes within 300' of the property 465 East 1300 South.

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.

Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built without connecting to the Hyrum City Electrical System and instead connect to Rocky Mountain Power.

12. TRANSPORTATION. Applicant agrees that upon annexation of this property a road dedication from parcels 01-080-0039 and 01-080-0050 along 1300 South (6800 South County Address) will be required to widen the 1300 South road to 60' and half of the road dedication shall be provided by property on each side of

the street. The road dedication will need to be made to Hyrum City Corporation.

APPLICANT agrees that upon development of parcel #01-080-0098 the applicant and/or developers will be responsible, including all costs for improving, widening, or building roads to Hyrum City's specifications for a 60' road going east and west at on 1300 South (6800 South - County Address).

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. FIRE & EMERGENCY SERVICES. Hyrum City will allow one single family home located at approximately 465 East 1300 South (375 West 6800 South - County Address) to be built with the installation of one fire hydrant located along 1300 South (6800 South - County Address). Exact location of such fire hydrant will be determined by the Hyrum City Fire Chief and Hyrum City's Water Department Superintendent. Applicant and/or developer of such home will be required and agrees to pay for all costs to install one fire hydrant. Upon development applicant and/or developers of this property must also deed Hyrum City a temporary right-of-way for a turn around for emergency vehicles. The temporary right-of-way must be atleast 40' in length with a width of 20' and be a hard surface. This temporary right-of-way maybe deeded back to property owner upon future development providing a emergency vehicle turn around.

APPLICANT and/or developer agrees that upon further development of this property that the applicant and/or developers will be responsible, including all costs for installation of additional fire hydrants as required and deemed necessary by Hyrum City.

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

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

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

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

MOUNTAIN VIEW ANNEXATION
MITCHELL AND MARY KAY OLSEN AGREEMENT

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Stephanie Fricke
City Recorder

APPLICANTS:

Mitchell Olsen

Witness:

Mary Kay Olsen

MOUNTAIN VIEW ANNEXATION
CHET & JURENE OLSEN AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Chet & Jurene Olsen, 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 5 and 15/100 (5.15) acres of real property, which property bears Cache County Tax Numbers 01-080-0096 and is more particularly described hereafter; and

WHEREAS, on September 22, 2020, 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 October 1, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on October 1, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on November 5, 2020, 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:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

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-3:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

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, feed yard, etc.). 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.

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.

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 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. FIRE & EMERGENCY SERVICES. APPLICANT and/or developer agrees that upon further development of this property that the applicant and/or developers will be responsible, including all

costs for installation of additional fire hydrants as required and deemed necessary by Hyrum City. Also applicant and/or developer will be responsible for providing fire access as required by Hyrum City Building and Improvement Standards.

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

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

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

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

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

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

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses,

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CHET & JURENE OLSEN AGREEMENT

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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 Fricke
City Recorder

APPLICANTS:

Chet Olsen

Witness:

Jurene Olsen



Mayor: Stephanie Miller
Council Members
Steve Adams
Jared L. Clawson
Paul C. James
Vicky McCombs
Craig Rasmussen
City Administrator
Ron W. Salvageon
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

October 2, 2020

To Whom It May Concern;

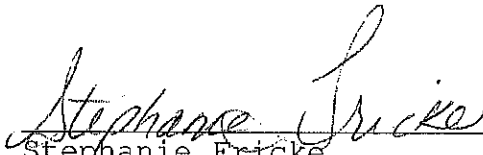
A Petition for Annexation has been filed in the office of the Hyrum City Recorder for the purpose of requesting annexation by Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen (to be known as the Mountain View Annexation) more specifically described as follows:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South $89^{\circ}17'04''$ West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South $89^{\circ}30'52''$ West (South $89^{\circ}20'06''$ West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North $00^{\circ}34'16''$ East (North $00^{\circ}23'32''$ East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South $89^{\circ}33'59''$ West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North $00^{\circ}12'19''$ East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North $89^{\circ}40'11''$ East (North $89^{\circ}29'25''$ East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North $89^{\circ}51'29''$ East (North $89^{\circ}41'01''$ East by Record) 333.28 Feet; Thence South $01^{\circ}15'07''$ West (South $01^{\circ}04'21''$ West by Record) 88.47 Feet; Thence South $89^{\circ}30'32''$ East (South $89^{\circ}41'18''$ East by Record) 249.03 Feet; Thence South $00^{\circ}32'55''$ West (South $00^{\circ}22'09''$ West by Record) 270.33 Feet; Thence North $89^{\circ}17'04''$ East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South $01^{\circ}20'05''$ West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

The Hyrum City Council received the Notice of Certification on October 1, 2020. The complete annexation petition is available for inspection at the office of the Hyrum City Recorder. I have enclosed a copy of the Notice of Certification, the Resolution accepting the Annexation Petition, and the Annexation Petition.

Hyrum City may grant the petition and annex the area described in the petition unless a written protest to the annexation is filed with the Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321 and a copy of the protest delivered to the Hyrum City Recorder by November 2, 2020. A protest to the annexation petition may be filed by the legislative body or governing board of an affected entity. Should you have any questions regarding this, please contact Hyrum City Recorder Stephanie Fricke at 435-245-6033 or sfricke@hyrumcity.com.


Stephanie Fricke
City Recorder

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

RESOLUTION 20-10

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 (*Mountain View Annexation - 18.553 acres*).

WHEREAS, on September 22, 2020, the owners of certain real property (petitioners) Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

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

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

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

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

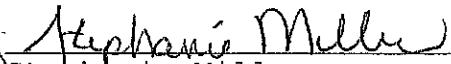
NOW, THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, that the annexation petition, attached hereto as Exhibit "A", is hereby accepted for consideration under the provisions of Utah State annexation law and is hereby referred to the municipal attorney and city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

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

ADOPTED AND PASSED by the City Council this 1st day of
October, 2020.

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 created under Title 17, Chapter 41, Agriculture, Industrial, or Critical Infrastructure Materials Protection Area; or
 2. a migratory bird protection area created under Title 23, Chapter 28, Migratory Bird Production Area.
 - 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:

A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry

Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South 89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 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;

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 as follows:

Zoned Residential R-3:

01-080-0096 - BEG AT SE COR LT 25 SEC 16 T 10N R 1E & TH W 738.0 FT ALG LT LN TO FENCE LN TH N 304.0 FT ALG FENCE TH E 738.0 FT TO FENCE LN & E LN OF LOT 25 TH S 738.0 FT ALG FENCE LN TO BEG CONT 5.15 AC M/B

01-080-0098 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0°22'14" W 1341.63 FT TO N LN OF 16.5 WIDE R/W TH N89°20'06" E 353.09 FT TO TRUE POB TH N89°20'06" E 221.09 FT TH N0°22'10" E 574.21 FT TH

N89*41'18''W 249.03 FT TH S0*31'03''W 423.05 FT TH S10*15'31''E
157.61 FT TO TRUE POB CONT 3.25 AC M/B

01-080-0039 - BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 FT WIDE R/W TH N89*20'06''E 185.09 FT
TO TRUE POB TH S89*20'06''W 192.47 FT TO E LN OF LOCKHART PARCEL
01-080-0010 TH N0*23'32''E 668.93 FT TH N89*41'01''E 333.28 FT TH
S1*04'21''W 88.47 FT TH S0*31'02''W 362.44 FT TH S89*20'06''W
141.36 FT TH S0*14'04''E 216.01 FT TO TRUE POB CONT 4.39 AC M/B

01-080-0009 - THE N/2 OF LOT 32 SEC 16 T 10N R 1E CONT 5 AC

Zoned Commercial C-1:

01-080-0050 BEG AT N/4 COR SEC 16 T 10N R 1E & TH S0*22'14''W
1341.63 FT TO N LN OF 16.5 WIDE R/W & TH N89*20'06''E 185.09 FT TO
TRUE POB TH N89*20'06''E 168 FT TH N10*15'32''W 157.61 FT TH
N0*31'02''E 60.61 FT TH S89*20'06''W 141.36 FT TH S0*14'04''E
216.01 FT TO TRUE POB CONT 0.75 AC M/B

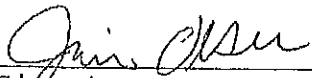
9. That the petitioners agree to pay the City upon request and before the annexation process is completed for all expenses it has incurred due to the annexation. The petitioners understand if payment has not been made to the City by specified dates it could delay the annexation process.

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.

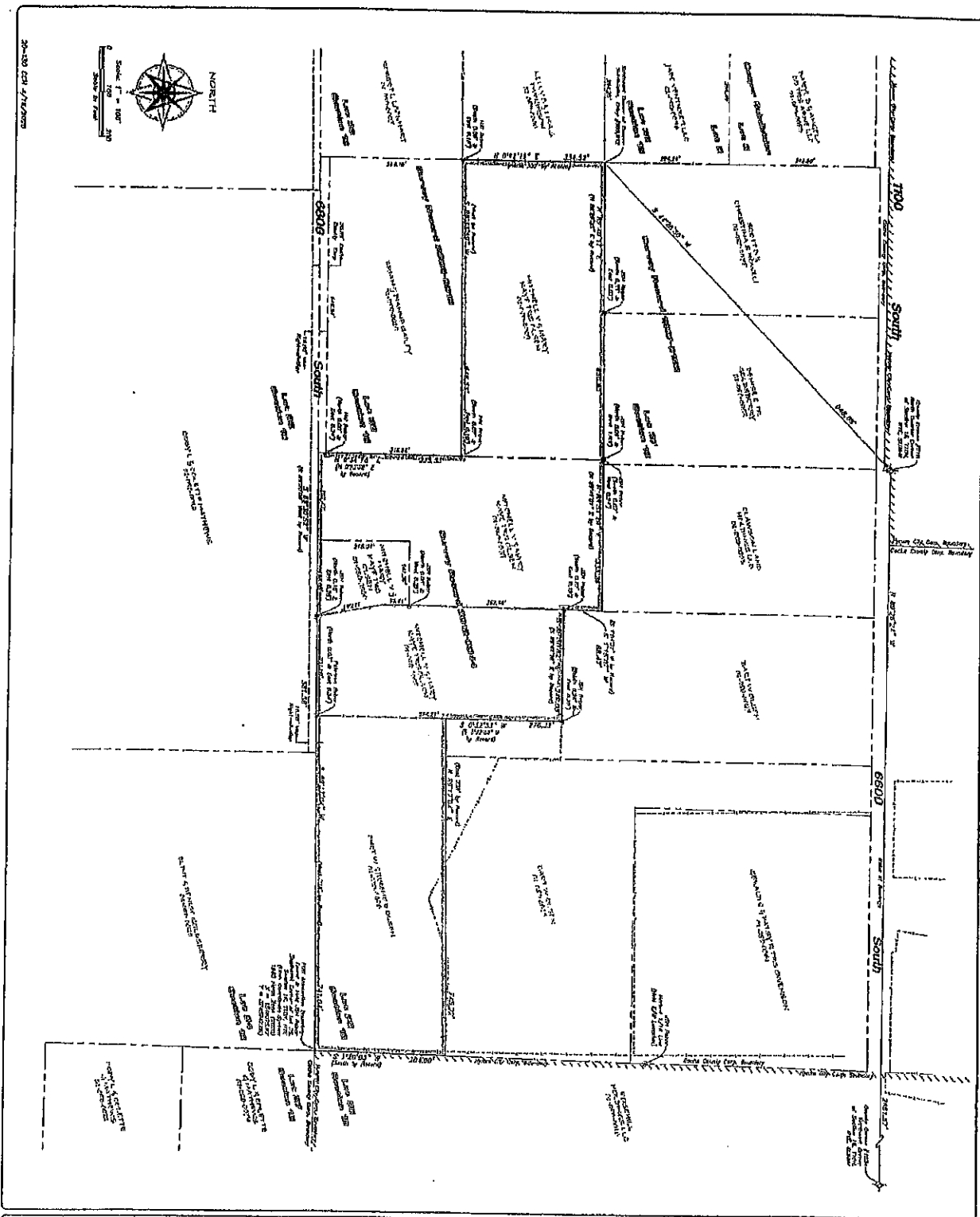
DATED this 22 day of September, 2020.

CONTACT SPONSOR INFORMATION:

Name: Jamie Olsen
Address: PO BOX 489
City, State Zip: Paradise, UT 84328
Phone: 435-757-3196


Signature: _____

Witness:

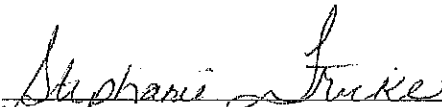


CERTIFICATE

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 1st day of October, 2020 which appears of record in the City Recorder's office. I further certify that a quorum was present and acting throughout said meeting and that this Resolution is in full force and effect in the form so adopted and that it has not been subsequently modified, amended or rescinded.

In witness whereof, I have hereto set my hand this 2nd day of October, 2020.


Stephanie Fricke
City Recorder

(SEAL)

Resolution 20-10

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 (Mountain View Annexation-18.553 acres).

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 September 22, 2020 a petition proposing the annexation of real property located between approximately 1200 South to 1300 South between 400 East to 650 East (Cache County Address 6700 South to 6800 South between 250 West to 500 West) approximately 18.553 acres has been filed by Mitchell V. and Mary Kay Olsen, and Chet W. and Jurene D. Olsen.
2. On October 1, 2020, the Hyrum City Council approved Resolution 20-10 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On October 1, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.
4. The area proposed for annexation in the petition is described as follows:

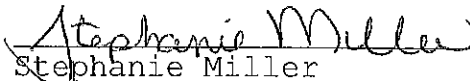
A Part of the North Half of Section 16, Township 10 North, Range 1 East of the Salt Lake Base and Meridian and a Part of Lot 25 & Lot 32 of said School Section 16

Beginning at the Southeast Corner of said Lot 25 and RUNNING THENCE South 89°17'04" West 741.04 Feet (West 738 Feet by Record) Along the South Line of said Lot 25; Thence South 89°30'52" West (South 89°20'06" West by Record) 581.56 Feet Along said South Lot Line to the Southeast Corner of said Lot 32; Thence North 00°34'16" East (North 00°23'32" East by Record) 335.53 Feet Along the East Line of said Lot 32; Thence South 89°33'59" West (West by Record) 648.53 Feet to the West Line of said Lot 32; Thence North 00°12'19" East 334.52 Feet (North 330 Feet by Record) Along said West Line to the Southeast Corner of Cooper Subdivision, Entry Number 955,812, and the Northwest Corner of said Lot 32; Thence North 89°40'11" East (North 89°29'25" East by Record) 650.65 Feet Along the North Line of said Lot 32 to the Northeast Corner of said Lot 32; Thence North 89°51'29" East (North 89°41'01" East by Record) 333.28 Feet; Thence South 01°15'07" West (South 01°04'21" West by Record) 88.47 Feet; Thence South

89°30'32" East (South 89°41'18" East by Record) 249.03 Feet; Thence South 00°32'55" West (South 00°22'09" West by Record) 270.33 Feet; Thence North 89°17'04" East 745.22 Feet (East 738 Feet by Record) to the East Line of said Lot 25; Thence South 01°20'05" West (South by Record) 304.00 Feet Along the East Line of said lot 25 to the Point of Beginning. Containing 18.553 Acres.

5. The complete Annexation Petition is available for inspection and copying at the Hyrum City Recorder's Office, 60 West Main, Hyrum, Utah Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m.
6. Hyrum City may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321, by an authorized protestor (10-2-407 Utah Code), and a copy of the protest is delivered to the Hyrum City Recorder at the address noted above. Any protest must be filed as herein stated by no later than Monday, November 2, 2020.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, November 5, 2020 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: October 3, 10, and 17, 2020

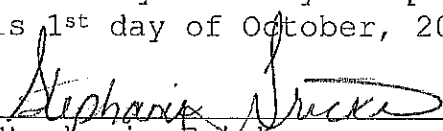
CERTIFICATION OF ANNEXATION PETITION
AND NOTICE TO CITY COUNCIL
CONTACT SPONSOR AND
CACHE COUNTY COUNCIL

STATE OF UTAH)
 : SS.
County of Cache)

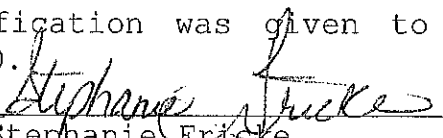
I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on September 22, 2020, receive the Petition for Annexation and attached Plat which was filed with the city by contact sponsor Jamie Olsen, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 20-10 adopted and passed by the City Council on October 1, 2020.

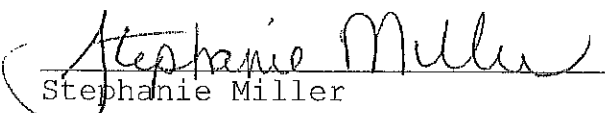
I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathan Jenkins have reviewed the referenced Petition for Annexation and have determined that the Petition meets the requirements of Subsections 10-2-403 (3), (4), and (5) of the Utah Code and I hereby give Notice to the Hyrum City Council, and the Contact Sponsor for said Petition Jamie Olsen, 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 1st day of October, 2020.


Stephanie Fricke
City Recorder

The foregoing Certification was given to the Hyrum City Council on October 1, 2020.


Stephanie Fricke
City Recorder


Stephanie Miller
Mayor