

LEWIS ANNEXATION
ROBERT C. AND VIVIAN C. LEWIS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Hyrum City, a Utah municipal corporation, and Robert C. and Vivian C. Lewis, 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 40 and 37/100 (40.37) acres of real property, which property bears Cache County Tax Numbers 01-070-0001, 01-070-0002, and 01-071-0001 and is more particularly described hereafter; and

WHEREAS, on July 2, 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 July 16, 2020, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on August 6, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 15, 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:

A PART OF THE OF SOUTH HALF OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE HYRUM CITY CORPORATE LIMITS LOCATED NORTH 89° 59' 51" WEST A DISTANCE OF 2004.56 FEET AND SOUTH 00° 51' 32" WEST, A DISTANCE OF 1.41 FEET FROM THE CACHE COUNTY ALUMINUM CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 9 FROM WHICH MONUMENT THE MAG NAIL MARKING THE SOUTHEAST CORNER OF SECTION 9 BEARS SOUTH 00° 36' 23" WEST A DISTANCE OF 2671.18 FEET; THENCE ALONG SAID CORPORATE LIMITS SOUTH 00° 25' 29" WEST, A DISTANCE OF 660.82 FEET; THENCE, SOUTH 89° 41' 12" WEST, A DISTANCE OF 649.04 FEET; THENCE, SOUTH 00° 36' 43" WEST, A DISTANCE OF 312.04 FEET; THENCE, NORTH 89° 20' 14" WEST, A DISTANCE OF 1348.91 FEET TO A POINT ON THE HYRUM CITY CORPORATE LIMITS; THENCE ALONG SAID CORPORATE LIMITS THE FOLLOWING FOUR (4) COURSES:

- (1) NORTH 00° 44' 48" EAST, A DISTANCE OF 982.78 FEET;
- (2) SOUTH 89° 32' 42" EAST, A DISTANCE OF 680.24 FEET;
- (3) SOUTH 89° 16' 20" EAST, A DISTANCE OF 666.21 FEET;
- (4) SOUTH 89° 17' 12" EAST A DISTANCE OF 646.95 FEET TO THE POINT OF BEGINNING. CONTAINING 40.37 ACRES.

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

3. ZONING. Zoning of subject property shall be:

Residential R-2:

01-071-0001 - BEG AT NW COR SE/4 SEC 9 T 10N R 1E E 40 RDS S 40 RDS W 40 RDS N 40 RDS TO BEG 10 AC; 01-070-0001; and 01-070-0002 (*Legal Description will be provided upon City Council's recommendation for zoning - PROPOSING ALL OF THE PROPERTY EXCEPT 600' ON THE WEST BOUNDARY LINE*).

This property is Zoned Residential R-2 with the following restrictions:

- A. No multi-family units i.e. apartments, townhouses, twinhomes, condominium units, etc. will be allowed on this property.

Residential R-5:

01-070-0001 and 01-070-0002 (Legal Description will be provided upon City Council's recommendation for zoning - PROPOSING 600' EAST FROM THE WEST BOUNDARY LINE).

This property is Zoned Residential R-5 with the following restrictions:

A.

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.

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 agrees that upon annexation of this property a road dedication from parcels 01-070-0001 and 01-070-0002 along 300 East will be required to widen the 300 East road to ____' 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 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 for a ____' road going east and west at ____ East.

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.

LEWIS ANNEXATION
ROBERT C. AND VIVIAN C. LEWIS AGREEMENT

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HYRUM CITY

By _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

APPLICANTS:

Robert C. Lewis

Witness:

Vivian C. Lewis
