

ORDINANCE 19-07

(Hyrum City Wastewater, William E and Christine Elaine Christoffersen Trust, Bob Mathew and Melynda Ropelato, Kris & B Holdings LLC, Miller Companies LLC, 5 M Farms LLC, and Ernest J. Miller Trust containing 291.71 acres).

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

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

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

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

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

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

WHEREAS, on November 15, 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, 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 January 3, 2019 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

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

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (*HYRUM CITY WASTWATER 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 SECTION 31 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM, CACHE COUNTY, UTAH, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 1900 WEST STREET LOCATED SOUTH 87°56'48" EAST, A DISTANCE OF 521.16 FEET AND NORTH 00°00'23" EAST, A DISTANCE OF 204.59 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 AND RUNNING THENCE ALONG SAID CORPORATE LIMITS LINE THE FOLLOWING EIGHT (8) COURSES:

(1) NORTH 00°00'23" EAST, A DISTANCE OF 140.09 FEET ALONG SAID RIGHT-OF-WAY LINE; (2) NORTH 89°41'59" WEST, A DISTANCE OF 58.43 FEET; (3) NORTH 88°43'39" WEST, A DISTANCE OF 496.25 FEET; (4) NORTH 00°48'23" EAST, A DISTANCE OF 42.02 FEET; (5) SOUTH 89°54'39" WEST, A DISTANCE OF 197.99 FEET TO THE SOUTHEAST CORNER OF HIGH VALLEY SUBDIVISION PHASE 3; (6) NORTH 01°10'21" EAST ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 165.04 FEET; (7) CONTINUING ALONG SAID EAST LINE NORTH 01°25'21" EAST, A DISTANCE OF 514.80 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; (8) NORTH 89°00'21" WEST ALONG SAID NORTH LINE, A DISTANCE OF 660.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 88°14'28" WEST, A DISTANCE OF 650.85 FEET; THENCE NORTH 01°25'46" EAST, A DISTANCE OF 664.05 FEET; THENCE NORTH, A DISTANCE OF 396.00 FEET; THENCE NORTH 88°22'38" WEST, A DISTANCE OF 507.43 FEET; THENCE NORTH 18°32'29" WEST, A DISTANCE OF 373.52 FEET; THENCE NORTH 07°31'39" WEST, A DISTANCE OF 338.64 FEET; THENCE NORTH 13°18'48" WEST, A DISTANCE OF 403.49 FEET; THENCE SOUTH 88°54'09" EAST, A DISTANCE OF

5.96 FEET; THENCE NORTH 17°20'14" WEST, A DISTANCE OF 417.42 FEET; THENCE NORTH 19°26'51" WEST, A DISTANCE OF 185.39 FEET; THENCE SOUTH 89°16'38" EAST, A DISTANCE OF 379.50 FEET; THENCE SOUTH 89°23'55" EAST, A DISTANCE OF 262.68 FEET; THENCE SOUTH 00°38'54" WEST, A DISTANCE OF 17.72 FEET TO THE CENTERLINE OF 4400 SOUTH STREET; THENCE SOUTH 88°28'16" EAST, A DISTANCE OF 2,375.83 FEET ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF 1900 WEST STREET; THENCE SOUTH 01°22'10" WEST, A DISTANCE OF 1,372.58 FEET ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF 4600 SOUTH STREET; THENCE SOUTH 88°47'24" EAST, A DISTANCE OF 2,730.26 FEET ALONG SAID CENTERLINE; THENCE SOUTH 01°21'23" WEST, A DISTANCE OF 18.55 FEET TO THE SAID CORPORATE LIMITS LINE; THENCE ALONG SAID CORPORATE LIMITS THE FOLLOWING EIGHT (8) COURSES:

(1) SOUTH 00°57'35" WEST, A DISTANCE OF 921.08 FEET; (2) NORTH 89°00'39" WEST, A DISTANCE OF 603.04 FEET; (3) SOUTH 02°26'12" WEST, A DISTANCE OF 739.61 FEET; (4) SOUTH 02°26'14" WEST, A DISTANCE OF 659.25 FEET; (5) NORTH 89°25'16" WEST, A DISTANCE OF 1,290.28 FEET; (6) SOUTH 88°47'53" WEST, A DISTANCE OF 564.15 FEET ALONG THE NORTH LINE OF STARLIGHT MEADOWS SUBDIVISION; (7) NORTH 00°00'23" EAST, A DISTANCE OF 209.88 FEET; (8) NORTH 89°59'37" WEST, A DISTANCE OF 208.15 FEET TO THE POINT OF BEGINNING. CONTAINING 291.71 ACRES

SECTION 3. That the real property described in Section 2 above shall be zoned as outlined in the specific annexation agreement 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 1st day of August, 2019.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

Posted:

5 M FARM LLC. ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and Ernest J. Miller and Kris Miller, representatives of 5 M Farm LLC., 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 twenty-three and 61/100 (23.61) acres of real property, which property bears Cache County Tax Number 03-056-0023 and 03-057-0005 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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

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

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

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

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

03-056-0023 - BEG 64.5 RDS N OF SW COR OF SE/4 SEC 31 T 11N R 1E & TH N 88*15' W 12.90 CHS TH N 1*30'E 23 RDS 1.5 FT TH E 1349 FT TH S 23 RDS 1.5 FT TH W 31 RDS TO BEG ALSO BEG 16.55 CHS N & 12.90 CHS N 88*15' W FROM SE COR OF SW/4 OF SEC 31 & TH N 1*30'E 23 RDS 1.5 FT TO S LN OF OSL RR R/W TH N 88*15' W 10 CHS TH S 1*30' W 23 RDS 1.5 FT TH S 88*15' E 10 CHS TO BEG 5.77 AC NET 17.75 AC IN ALL

03-057-0005 - BEG 63.75 RDS N & 34 RDS E OF SW COR OF SE/4 SEC 31 T 11N R 1E N 23.45 RDS E 40 RDS S 21.85 RDS W 40 RDS TO BEG 5.86 AC A2060

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

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

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

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

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban, manufacturing, and rural

uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of associated odors, flies, traffic, noises, and other activities affecting the environment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICANT understands that this property fronts 900 West and 400 North which are designated as a "Truck Route" for heavy vehicles/equipment and that 900 West and 400 North will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcels 03-056-0023 and 03-057-0005 along 400 North, and 900 West will be required to widen 400 North road to 66' and 900 West road to 78' (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

13. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, APPLICANT agrees to comply with City ordinances and regulations for

extension of utility services, including payment of impact, connection, and other fees currently in effect or as amended.

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

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

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

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

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

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

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

arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

Ernest J. Miller
5 M Farm LLC

Kris Miller
5 M Farm LLC

Witness:

WILLIAM E. AND CHRISTINE E. CHRISTOFFERSEN ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and William E. and Christine E. Christoffersen, 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 85/100 (10.85) acres of real property, which property bears Cache County Tax Number 03-057-0009 and 03-056-0020 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on January 3, 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 that annexation of said property will not leave or create an unincorporated island or peninsula; and

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

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

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

03-057-0009 - BEG 21.5 RDS N & 8.63 RDS E OF SW COR SE/4 SEC 31 T 11N R 1E & TH E 21.70 RDS TH N 40 RDS TH W 21.70 RDS TH S 40 RDS TO BEG LESS: THE PROPERTY N OF HYRUM CITY ELECTRIC POLE LINE & ON N BNDRY OF SD PROP EXTENDING TO N BANK OF BLACKSMITH IRRIG CANAL (SEE BK 834 PG 33) CONT 5.42 AC ALSO: BEG AT S/4 COR SEC 31 T 11N R 1E & TH S 88*57'24" E 196.15 FT (E 231 FT BR) TH N 0* E 336.7 FT TO S BANK OF DITCH & TRUE POB TH S 88*59'49" E ALG TOP OF DITCH BANK 264.82 FT TO W LN OF 1900 W ST TH N 1*02'11" E 20.00 FT TH N 89*45'14" W 265.14 FT (N 88*28' W 270 FT BR) TH S 16.5 FT TO TRUE POB CONT 0.11 AC CONT 5.53 AC IN ALL

03-056-0020 - BEG 21.5 RD N OF SW COR OF SE/4 SEC 31 T 11N R 1E E 8.63 RDS N 40 RDS W 9.30 RDS TO PT DUE N OF BEG S TO BEG 2.24 AC ALSO BEG 5.75 CHS N OF SE COR OF SW/4 SEC 31 W 3 CHS N 1* 30' E 10.80 CHS S 88*15' E 2.90 CHS S 10.80 CHS TO BEG 3.18 AC TOTAL 5.42 AC LESS THE PROPERTY N OF HYRUM CITY ELECTRIC POLE LINE & ON N BNDRY OF SD PROP EXTENDING TO N BANK OF BLACKSMITH IRRIG CANAL (SEE BK 834 PG 33)

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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be approved by the City Council before the line extension occurs.

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

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

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

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

APPLICANT understands that this property fronts 900 West and 400 North which are designated as a "Truck Route" for heavy vehicles/equipment and that 900 West and 400 North will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcels 03-057-0009 and 03-056-0020 along 400 North, and 900 West will be required to widen 400 North road to 66' and 900 West road to 78'

(half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

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

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

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

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

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

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

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

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this AGREEMENT.

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

William E. Christoffersen

Christine E. Christoffersen

Witness:

ERNEST J. MILLER TRUST ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and Ernest J. Miller, representatives of Ernest J. Miller Trust, 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 twelve and 99/100 (12.99) acres of real property, which property bears Cache County Tax Number 03-57-0008 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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

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

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

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

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

03-057-0008 - BEG IN S LN OF 4800 S ST 61 RDS N OF SE COR
SEC 31 T 11N R 1E & TH W 85 RDS TH N 25 RDS TO S LN OF OSL
RR TH E ALG RR TO PT N OF BEG TH S 25 RDS M/L TO BEG CONT
12.99 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 Manufacturing M-2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICANT understands that this property fronts 400 North which is designated as a "Truck Route" for heavy vehicles/equipment and that 400 North will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcel 3-057-0008 along 400 North, and 900 West will be required to widen 400 North road to 66' (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

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

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

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

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

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

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

Ernest J. Miller
Ernest J. Miller Trust

Witness:

KRIS & B HOLDINGS, LLC. ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and Kris and Bonnie L. Miller, representatives of Kris & B Holdings, LLC., 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 seventeen and 01/100 (17.01) acres of real property, which property bears Cache County Tax Number 03-057-0015 and 03-057-0013 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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

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

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

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

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

03-057-0015 - BEG IN S LN OF 400 N ST AT PT BR 58RDS N OF SE COR SEC 31 T 11N R 1E & TH S 289.72 FT TH W 274.64 FT TH N 289.72 FT TO S LN OF SD 400 N ST TH E 274.64 FT TO BEG CONT 1.83 AC

03-057-0013 - BEG SE COR SEC 31 T 11N R 1E & TH S 89°07'49" W 767.25 FT TH N 970.57 FT MEAS TH S 89°22'14" E 508.96 FT TH S 0°56'20" W 289.72 FT TH S 89°22'14" E 263 FT TH S 660.76 FT TO BEG CONT 15.18 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:

Manufacturing M-2

03-057-0015 - BEG IN S LN OF 400 N ST AT PT BR 58RDS N OF SE COR SEC 31 T 11N R 1E & TH S 289.72 FT TH W 274.64 FT TH N 289.72 FT TO S LN OF SD 400 N ST TH E 274.64 FT TO BEG CONT 1.83 AC

Manufacturing M-1

03-057-0013 (North Portion)
A PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING A POINT LOCATED NORTH 00°00'00" EAST, A DISTANCE OF 550.49 FEET FROM THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER AND RUNNING THENCE NORTH 89°22'14" WEST, A DISTANCE OF 767.21 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 89°22'14" EAST, A DISTANCE OF 508.96 FEET; THENCE SOUTH 00°56'20" WEST, A DISTANCE OF 289.72 FEET; THENCE SOUTH 89°22'14" EAST, A DISTANCE OF 263.00 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 110.27 FEET TO THE POINT OF BEGINNING. CONTAINING 5.31 ACRES.

Residential R-2

13-057-0013 (South Portion)

A PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER AND RUNNING THENCE SOUTH 89°07'48" WEST, A DISTANCE OF 767.25 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 570.57 FEET; THENCE SOUTH 89°22'14" EAST, A DISTANCE OF 767.21 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 550.49 FEET TO THE POINT OF BEGINNING. CONTAINING 9.87 ACRES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICANT understands that this property fronts 900 West and 400 North which are designated as a "Truck Route" for heavy vehicles/equipment and that 900 West and 400 North will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcels 03-057-0015 and 03-056-0013 along 400 North will be required to widen 400 North road to 66' and (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

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

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

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

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

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

Kris Miller

Bonnie L. Miller

Witness:

MILLER COMPANIES LC ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and Ernest J. and Kris Miller, representatives of Miller Companies LC, owners of real property adjacent to the municipal limits of Hyrum City, and contact sponsors of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of forty-nine and 57/100 (49.57) acres of real property, which property bears Cache County Tax Number 03-057-0001 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

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

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

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

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

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

03-057-0001 - BEG AT A PT IN S R/W LN OF 4600 S ST 19 RDS M/L S OF THE E/4 COR SEC 31 T 11N R 1 E & TH W ALNG S LN OF SD ST 128.5 RDS M/L TO ITS INTERSECTION WITH E R/W LN OF 1900 W ST & TH S 48 RDS TO N R/W LN OF OSLRR TH E 662 FT TH S 37.29 FT M/L TO N R/W LN OF THE SD R/W SD RR TH E IN SD RR R/W 124.5 RDS M/L TO W RR R/W LN OF 1500 W ST TH W 34.8 RDS ALNG THE S LN OF 4600 S ST TO POB CONT 49.57 AC SUBJ TO QC ROAD DEDICATION TO CACHE COUNTY FOR 25 FT R/W FROM CL OF EXISTING 4600 SOUTH ST & 1900 WEST ST IN BK 930 PG 196

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

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

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

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

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a

dairy) and Applicant and future owners should be aware of associated odors, flies, traffic, noises, and other activities affecting the environment.

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

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

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

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

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

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

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

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

junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development.

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

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

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

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

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

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

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

11. ELECTRIC. APPLICANT and/or developers will be responsible (including all costs) to install electrical main lines, transformers, etc. connecting and servicing

development on this property to the municipal distribution lines.

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

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

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

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

APPLICANT understands that this property fronts 900 West which is designated as a "Truck Route" for heavy vehicles/equipment and that 900 West will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcels 03-057-0001 along 900 West and 500 West will be required to be widened to 78' (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

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

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

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

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

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

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

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

20. ATTORNEY FEES. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and

expenses are incurred with to without suit or before or
after judgment.

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

Ernest J. Miller
Miller Companies LC

Kris Miller
Miller Companies LC

Witness:

BOB M. AND MELYNDA ROPELATO ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 2019, by and between Hyrum City, a Utah municipal corporation, and Bob M. and Melynda Ropelato, 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 seventy-five and 22/100 (75.22) acres of real property, which property bears Cache County Tax Number 03-056-0007, 03-054-0018, 03-054-0016, and 03-057-0012 and is more particularly described hereafter; and

WHEREAS, on October 31, 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 November 1, 2018, said petition was accepted by Resolution 18-26 of the Hyrum City Council; and

WHEREAS, on November 15, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on January 3, 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 that annexation of said property will not leave or create an unincorporated island or peninsula; and

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

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

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

03-056-0007 - BEG S 88*15' E 1840.87 FT & S 1*30' W 189.25 FT FROM W/4 COR SEC 31 T 11N R 1E & TH S88*15'E 1349 FT TO W'L LN OF 1900 W ST TH S1*30'W 891.0 FT TO N LN OF OSL RR TH N88*15'W 1349 FT TH N1*30'E 891.0 FT TO BEG CONT 27.59 AC M/B

03-054-0018 - BEG S 88*15' E 1180.87 FT & S 1*30' W 189.25 FT FROM W/4 COR OF SEC 31 T 11N R 1E & TH N1*30'E 693.0 FT TH S88*15'E 660 FT TH S1*30'W 693 FT TH N88*15'W 660 FT TO BEG CONT 10.50 AC M/B

03-054-0016 - BEG S 88*15' E 1180.87 FT & N 1*30' E 289.25 FT FROM W/4 COR SEC 31 T 11N R 1E & TH N88*15'W 363 FT TH N4*57'20''W 880.52 FT TO S LN OF 4400 S ST TH S88*15'E 462 FT ALG ST TH S1*30'W 874.5 FT TO BEG CONT 8.28 AC M/B

03-057-0012 - BEG N 89*20'31" W 799.89 FT FROM SE COR SEC 31 T 11N R 1E & TH N89*20'31''W 523.03 FT TH S88*52'38''W 564.15 FT TH N 0*0'23" E 209.88 FT TH N 89*59'57" W 208.15 FT TO E LN OF 900 W ST TH N0*05'08''E 812.11 FT TH S88*05'10''E 1320 FT TH S1*30'24''W 973.5 FT TO BEG CONT 28.85 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:

Manufacturing M-2

03-054-0018 - BEG S 88*15' E 1180.87 FT & S 1*30' W 189.25 FT FROM W/4 COR OF SEC 31 T 11N R 1E & TH N1*30'E 693.0 FT TH S88*15'E 660 FT TH S1*30'W 693 FT TH N88*15'W 660 FT TO BEG CONT 10.50 AC M/B

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Residential R-2

03-057-0012 - BEG N 89*20'31" W 799.89 FT FROM SE COR SEC 31 T 11N R 1E & TH N89*20'31''W 523.03 FT TH S88*52'38''W 564.15 FT TH N 0*0'23" E 209.88 FT TH N 89*59'57" W 208.15 FT TO E LN OF 900 W ST TH N0*05'08''E 812.11 FT TH S88*05'10''E 1320 FT TH S1*30'24''W 973.5 FT TO BEG CONT 28.85 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, manufacturing, and rural uses (such as, a wastewater treatment facility, a compost plant, a trucking company, butter manufacturing plant, and a dairy) and Applicant and future owners should be aware of associated odors, flies, traffic, noises, and other activities affecting the environment.

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICANT understands that this property fronts 900 West and 400 North which are designated as a "Truck Route" for heavy vehicles/equipment and that 900 West and 400 North will continue to be designated as a "Truck Route".

APPLICANT agrees that upon further development of this property that a road dedication from parcels 03-056-0023 and 03-057-0005 along 400 North, and 900 West will be required to widen 400 North road to 66' and 900 West road to 78' (half of the road dedication shall be provided by property owners on each side of the street). The road dedication will need to be made to Hyrum City Corporation.

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

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

15. GOVERNING LAW. This AGREEMENT, and all matters relating hereto, including any matter or dispute arising out

of the AGREEMENT, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

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

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

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

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

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

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

HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

Bob Mathew Ropelato

Melynda Ropelato

Witness:

RESOLUTION 18-26

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 (Hyrum City Municipal Corp, William E and Christine Elaine Christoffersen Trust, Bob Mathew and Melynda Ropelato, Kris & B Holdings LLC, Miller Companies LLC, 5 M Farms LLC, and Ernest J. Miller Trust containing 291.71 acres).).

WHEREAS, on, October 31, 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 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 4) 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.

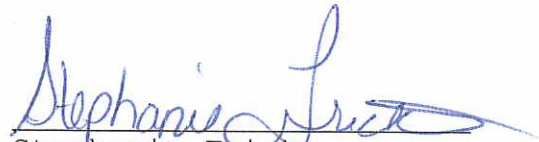
ADOPTED AND PASSED by the City Council this 1st day of
November, 2018.

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:

A PART OF SECTION 31 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM, CACHE COUNTY, UTAH, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF 1900 WEST STREET LOCATED SOUTH 87°56'48" EAST, A DISTANCE OF 521.16 FEET AND NORTH 00°00'23" EAST, A DISTANCE OF 204.59 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31 AND RUNNING THENCE ALONG SAID CORPORATE LIMITS LINE THE FOLLOWING EIGHT (8) COURSES:

(1) NORTH 00°00'23" EAST, A DISTANCE OF 140.09 FEET ALONG SAID RIGHT-OF-WAY LINE; (2) NORTH 89°41'59" WEST, A DISTANCE OF 58.43 FEET; (3) NORTH 88°43'39" WEST, A DISTANCE OF 496.25 FEET; (4) NORTH 00°48'23" EAST, A DISTANCE OF 42.02 FEET; (5) SOUTH 89°54'39" WEST, A DISTANCE OF 197.99 FEET TO THE SOUTHEAST CORNER OF HIGH VALLEY SUBDIVISION PHASE 3; (6) NORTH 01°10'21" EAST ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 165.04 FEET; (7) CONTINUING ALONG SAID EAST LINE NORTH 01°25'21" EAST, A DISTANCE OF 514.80 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; (8) NORTH 89°00'21" WEST ALONG SAID NORTH LINE, A DISTANCE OF 660.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 88°14'28" WEST, A DISTANCE OF 650.85 FEET; THENCE NORTH 01°25'46"

EAST, A DISTANCE OF 664.05 FEET; THENCE NORTH, A DISTANCE OF 396.00 FEET; THENCE NORTH 88°22'38" WEST, A DISTANCE OF 507.43 FEET; THENCE NORTH 18°32'29" WEST, A DISTANCE OF 373.52 FEET; THENCE NORTH 07°31'39" WEST, A DISTANCE OF 338.64 FEET; THENCE NORTH 13°18'48" WEST, A DISTANCE OF 403.49 FEET; THENCE SOUTH 88°54'09" EAST, A DISTANCE OF 5.96 FEET; THENCE NORTH 17°20'14" WEST, A DISTANCE OF 417.42 FEET; THENCE NORTH 19°26'51" WEST, A DISTANCE OF 185.39 FEET; THENCE SOUTH 89°16'38" EAST, A DISTANCE OF 379.50 FEET; THENCE SOUTH 89°23'55" EAST, A DISTANCE OF 262.68 FEET; THENCE SOUTH 00°38'54" WEST, A DISTANCE OF 17.72 FEET TO THE CENTERLINE OF 4400 SOUTH STREET; THENCE SOUTH 88°28'16" EAST, A DISTANCE OF 2,375.83 FEET ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF 1900 WEST STREET; THENCE SOUTH 01°22'10" WEST, A DISTANCE OF 1,372.58 FEET ALONG SAID CENTERLINE TO THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF 4600 SOUTH STREET; THENCE SOUTH 88°47'24" EAST, A DISTANCE OF 2,730.26 FEET ALONG SAID CENTERLINE; THENCE SOUTH 01°21'23" WEST, A DISTANCE OF 18.55 FEET TO THE SAID CORPORATE LIMITS LINE; THENCE ALONG SAID CORPORATE LIMITS THE FOLLOWING EIGHT (8) COURSES:

(1) SOUTH 00°57'35" WEST, A DISTANCE OF 921.08 FEET; (2) NORTH 89°00'39" WEST, A DISTANCE OF 603.04 FEET; (3) SOUTH 02°26'12" WEST, A DISTANCE OF 739.61 FEET; (4) SOUTH 02°26'14" WEST, A DISTANCE OF 659.25 FEET; (5) NORTH 89°25'16" WEST, A DISTANCE OF 1,290.28 FEET; (6) SOUTH 88°47'53" WEST, A DISTANCE OF 564.15 FEET ALONG THE NORTH LINE OF STARLIGHT MEADOWS SUBDIVISION; (7) NORTH 00°00'23" EAST, A DISTANCE OF 209.88 FEET; (8) NORTH 89°59'37" WEST, A DISTANCE OF 208.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 291.71 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:

Residential R-2 Zone:

Q3-057-0012 - BEG N 89°20'31" W 799.89 FT FROM SE COR SEC 31 T 11N R 1E & TH N89°20'31" W 523.03 FT TH S88°52'38" W 564.15 FT TH N 0°0'23" E 209.88 FT TH N 89°59'57" W 208.15 FT TO E LN OF 900 W ST TH N0°05'08" E 812.11 FT TH S88°05'10" E 1320 FT TH S1°30'24" W 973.5 FT TO BEG CONT 28.85 AC M/B

03-057-0009 - BEG 21.5 RDS N & 8.63 RDS E OF SW COR SE/4 SEC 31 T 11N R 1E & TH E 21.70 RDS TH N 40 RDS TH W 21.70 RDS TH S 40 RDS TO BEG LESS: THE PROPERTY N OF HYRUM CITY ELECTRIC POLE LINE & ON N BNDRY OF SD PROP EXTENDING TO N BANK OF BLACKSMITH IRRIG CANAL (SEE BK 834 PG 33) CONT 5.42 AC ALSO: BEG AT S/4 COR SEC 31 T 11N R 1E & TH S 88°57'24" E 196.15 FT (E 231 FT BR) TH N 0° E 336.7 FT TO S BANK OF DITCH & TRUE POB TH S 88°59'49" E ALG TOP OF DITCH BANK 264.82 FT TO W LN OF 1900 W ST TH N 1°02'11" E 20.00 FT TH N 89°45'14" W 265.14 FT (N 88°28' W 270 FT BR) TH S 16.5 FT TO TRUE POB CONT 0.11 AC CONT 5.53 AC IN ALL

03-056-0020 - BEG 21.5 RD N OF SW COR OF SE/4 SEC 31 T 11N R 1E E 8.63 RDS N 40 RDS W 9.30 RDS TO PT DUE N OF BEG S TO BEG 2.24 AC ALSO BEG 5.75 CHS N OF SE COR OF SW/4 SEC 31 W 3 CHS N 1°30' E 10.80 CHS S 88°15' E 2.90 CHS S 10.80 CHS TO BEG 3.18 AC TOTAL 5.42 AC LESS THE PROPERTY N OF HYRUM CITY ELECTRIC POLE LINE & ON N BNDRY OF SD PROP EXTENDING TO N BANK OF BLACKSMITH IRRIG CANAL (SEE BK 834 PG 33)

Manufacturing M-1 Zone:

03-057-0013 - BEG SE COR SEC 31 T 11N R 1E & TH S 89°07'49" W 767.25 FT TH N 970.57 FT MEAS TH S 89°22'14" E 508.96 FT TH S 0°56'20" W 289.72 FT TH S 89°22'14" E 263 FT TH S 660.76 FT TO BEG CONT 15.18 AC

Manufacturing - M-2 Zone:

03-057-0001 - BEG AT A PT IN S R/W LN OF 4600 S ST 19 RDS M/L S OF THE E/4 COR SEC 31 T 11N R 1E & TH W ALNG S LN OF SD ST 128.5 RDS M/L TO ITS INTERSECTION WITH E R/W LN OF 1900 W ST & TH S 48 RDS TO N R/W LN OF OSLRR TH E 662 FT TH S 37.29 FT M/L TO N R/W LN OF THE SD R/W SD RR TH E IN SD RR R/W 124.5 RDS M/L TO W RR R/W LN OF 1500 W ST TH W 34.8 RDS ALNG THE S LN OF 4600 S ST TO POB CONT 49.57 AC SUBJ TO QC ROAD DEDICATION TO CACHE COUNTY FOR 25 FT R/W FROM CL OF EXISTING 4600 SOUTH ST & 1900 WEST ST IN BK 930 PG 196

03-056-0007 - BEG S 88°15' E 1840.87 FT & S 1°30' W 189.25 FT FROM W/4 COR SEC 31 T 11N R 1E & TH S88°15' E 1349 FT TO W'L LN OF 1900 W ST TH S1°30' W 891.0 FT TO N LN OF OSL RR TH N88°15' W 1349 FT TH N1°30' E 891.0 FT TO BEG CONT 27.59 AC M/B

03-054-0018 - BEG S 88*15' E 1180.87 FT & S 1*30' W 189.25 FT FROM W/4 COR OF SEC 31 T 11N R 1E & TH N1*30'E 693.0 FT TH S88*15'E 660 FT TH S1*30'W 693 FT TH N88*15'W 660 FT TO BEG CONT 10.50 AC M/B

03-054-0016 - BEG S 88*15' E 1180.87 FT & N 1*30' E 289.25 FT FROM W/4 COR SEC 31 T 11N R 1E & TH N88*15'W 363 FT TH N4*57'20''W 880.52 FT TO S LN OF 4400 S ST TH S88*15'E 462 FT ALG ST TH S1*30'W 874.5 FT TO BEG CONT 8.28 AC M/B

03-055-0014 - BEG 25.17 RDS N & 5 RDS W OF SE COR OF NW/4 SEC 31 T 11N R 1E & TH N 40.33 RDS TH E 41 RDS TH S 40.33 RDS TH W 41 RDS TO BEG CONT 10.335 AC TAX DESC

03-054-0017 - BEG 30 RDS N OF A PT 85 RDS W OF SW COR OF NE/4 SEC 31 T 11N R 1E & TH N 40 RDS TH E 80 RDS TH S 40 RDS TH W 80 RDS TO BEG CONT 20.0 AC M/B

03-054-0019 - BEG AT PT 2.5 CH W OF NE COR SW/4 OF SEC 31 T 11N R 1E S 1*30'W 3.50 CHS N 88*15'W 10 CHS N 1*30'E 3.30 CHS E 10 CHS TO BEG ALSO BEG AT PT 5 RDS W OF SW COR OF NE/4 SEC 31 T 11N R 1E W 40 RDS N 30 RDS E 40 RDS S 30 RDS TO BEG 10.90 AC A2047

03-055-0015 - SIT IN NW/4 SEC 31 T 11N R 1E CONT 10.42 AC BEG 25.17 RDS N & 5 RDS W OF SE COR OF NW/4 SEC 31 TH S 25.17 RDS TH W 5 RDS TH S 1*30' W 14 RDS TH E 42.5 RDS TH N 40.17 RDS TH W 41 RDS TO BEG

03-054-0014 - BEG 33.5 RDS E OF SW COR LOT 2 SEC 31 T 11N R 1E E 20.5 RDS N 71.5 RDS W 26 RDS SELY 71.5 RDS TO BEG 10.38 AC A2039

03-054-0015 - BEG 54 RDS E OF SW COR OF NW/4 SEC 31 T 11N R 1E N 15 RDS 7.5 FT E 21 RDS 8 FT SWLY TO A PT 20 RDS E OF BEG W 2 RDS S 12 RDS W 4.5 CH N 3 CH TO BG 3.35 AC A2045

03-056-0006 - BEG 8.25 CH E OF NW COR OF SW/4 SEC 31 T 11N R 1E S 13*45'E 7.46 CH S 88*15'E 7.5 CH S 6 CH E 40 RDS N 10 CH W 14.5 CH N 3 CH W ~~5 CH~~ TO BEG A2061

03-056-0011 - ALL THAT PT LYING N OF RR R/W: BEG 16.55 CHS N & 12.90 CHS N 88*15' W FROM SE COR OF SW/4 SEC 31 T 11N R 1E N 1*30'E 10 CHS N 88*15' W 10 CHS S 1*30'W 10 CHS S 88*15' E 10 CHS TO BEG NET 3.5 AC

03-057-0005 - BEG 63.75 RDS N & 34 RDS E OF SW COR OF SE/4 SEC 31 T 11N R 1E N 23.45 RDS E 40 RDS S 21.85 RDS W 40 RDS TO BEG 5.86 AC A2060

03-057-0008 - BEG IN S LN OF 4800 S ST 61 RDS N OF SE COR SEC 31 T 11N R 1E & TH W 85 RDS TH N 25 RDS TO S LN OF OSL RR TH E ALG RR TO PT N OF BEG TH S 25 RDS M/L TO BEG CONT 12.99 AC

03-056-0023 - BEG 64.5 RDS N OF SW COR OF SE/4 SEC 31 T 11N R 1E & TH N 88*15' W 12.90 CHS TH N 1*30'E 23 RDS 1.5 FT TH E 1349 FT TH S 23 RDS 1.5 FT TH W 31 RDS TO BEG ALSO BEG 16.55 CHS N & 12.90 CHS N 88*15' W FROM SE COR OF SW/4 OF SEC 31 & TH N 1*30'E 23 RDS

1.5 FT TO S LN OF OSL RR R/W TH N 88*15' W 10 CHS TH S 1*30' W 23
RDS 1.5 FT TH S 88*15' E 10 CHS TO BEG 5.77 AC NET 17.75 AC IN ALL

03-057-0015 - BEG IN S LN OF 400 N ST AT PT BR 58RDS N OF SE COR
SEC 31 T 11N R 1E &TH S 289.72 FT TH W 274.64 FT TH N 289.72 FT TO
S LN OF SD 400 N ST TH E 274.64 FT TO BEG CONT 1.83 AC

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 30th day of October, 2018.

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

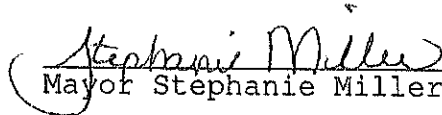
CONTACT SPONSOR INFORMATION:

Mayor Stephanie Miller
Hyrum City
60 West Main
Hyrum, Utah 84319

Parcel #'s:	03-056-0011	Acres:	3.50 acres
	03-056-0006		14.91 acres
	03-054-0014		10.38 acres
	03-054-0015		3.35 acres
	03-054-0017		20.00 acres
	03-054-0019		10.90 acres
	03-055-0015		10.42 acres
	03-055-0014		10.335 acres

Name: Hyrum City Corporation
60 West Main
Hyrum, Utah 84319

Mayor Stephanie Miller
60 West Main
Hyrum, Utah 84319



Mayor Stephanie Miller

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

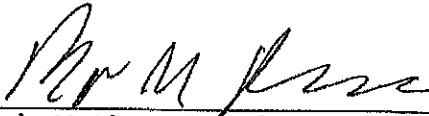
SPONSORS:

Parcel #'s:	03-056-0007	Acres:	27.59 acres
	03-054-0018		10.50 acres
	03-054-0016		8.28 acres
	03-057-0012		28.85 acres

Name: Bob Mathew & Melynda Ropelato
330 North 900 West
Hyrum, Utah 84319

Bob Mathew Ropelato
330 North 900 West
Hyrum, Utah 84319

Melynda Ropelato
330 North 900 West
Hyrum, Utah 84319



Bob Mathew Ropelato



Melynda Ropelato

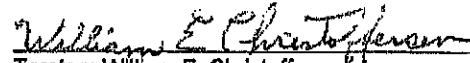
HYRUM WWTP ANNEXATION - HYRUM CITY MUNICIPAL CORP., WILLIAM E. AND
CHRISTINE ELAINE CHRISTOFFERSEN TRUST, BOB MATHEW AND MELYNDA
ROPELATO, KRIS & B HOLDINGS LLC., MILLER COMPANIES LC, 5 M FARM
LLC, AND ERNEST J MILLER TR.

SPONSORS:

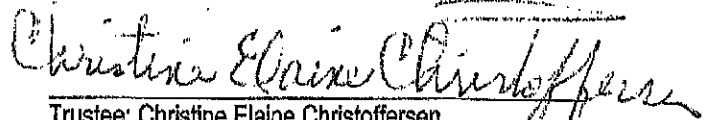
Parcel #'s: 03-057-0009
03-056-0020

Acres: 5.53 acres
5.42 acres
Total: 10.85 acres

William E. Christoffersen
3027 East Bonnie Brae Ave.
Salt Lake City, Utah 84124-3016


Trustee: William E. Christoffersen

Christine Elaine Christoffersen
3027 East Bonnie Brae Ave
Salt Lake City, Utah 84124-3016


Trustee: Christine Elaine Christoffersen

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

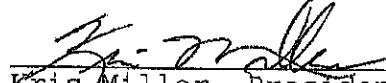
SPONSORS:

Parcel #: 03-057-0015
03-057-0013

Acres: 1.83 acres
15.18 acres

Kris & B Holdings, LLC.
560 West 400 North
Hyrum, Utah 84319

Kris Miller
120 East Main
Hyrum, Utah 84319


Kris Miller, President

Bonnie L. Miller
120 East Main
Hyrum, Utah 84319


Bonnie L. Miller,

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

SPONSORS:

Parcel #'s: 03-057-0008

Acres: 12.99 acres

Name: Ernest J. Miller Trust
P.O. Box 305
Hyrum, Utah 84319

Ernest J. Miller
P.O. Box 305
Hyrum, Utah 84319

Ernest J. Miller
Ernest J. Miller

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

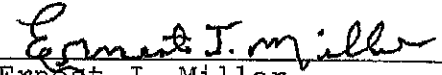
SPONSORS:

Parcel #'s: 03-057-0001

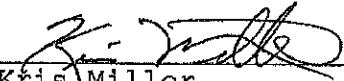
Acres: 49.57 acres

Name: Miller Companies LC
P.O. Box 305
Hyrum, Utah 84319

Ernest J. Miller
P.O. Box 305
Hyrum, Utah 84319


Ernest J. Miller

Kris Miller
120 East Main
Hyrum, Utah 84319


Kris Miller

WWTP ANNEXATION - MILLER, MILLER, ROPELATO, CHRISTOFFERSEN, AND
HYRUM CITY

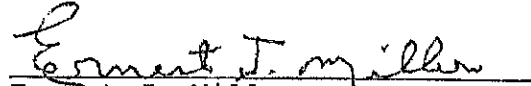
SPONSORS:

Parcel #'s: 03-056-0023
03-057-0005

Acres: 17.75 acres
5.86 acres

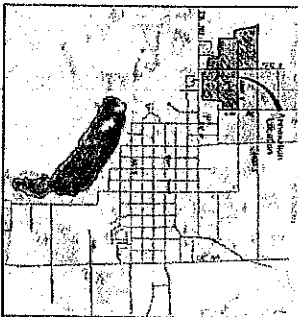
Name: 5 M Farm LLC.
P.O. Box 305
Hyrum, Utah 84319

Ernest J. Miller
P.O. Box 305
Hyrum, Utah 84319


Ernest J. Miller

Kris Miller
120 East Main
Hyrum, Utah 84319


Kris Miller

[illegible]

SUPERVISOR'S CERTIFICATE

Annexation Boundary

SECTION 31 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

[illegible]

THE UNIVERSITY OF TEXAS AT AUSTIN
 2005 North 600 West Suite D
 Legeen, Allen 64321
 (430) 753-1810 Office
 (430) 753-2713 Fax

THIS IS TO CERTIFY THAT WE, THE HONORABLE CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY THE MEMBERS OF THE CHURCHES OF THE FACT SHOPS; HONORABLE MEMBERS THAT CAN BEAT UP THOSE IN THE CHURCH OF THE FACT SHOPS.

AND THAT A COPY OF THE COMPLAINT WAS BEING PREPARED FOR FILING HEREWITH AT AN APPROPRIATE WITH THE CIVIL CODE ANNOTATOR (1953) 10-3-1 AS REQUESTED AND THAT HE HAD SEARCHED AND DO HEREBY ADVISE AND ACCEPT THE ANNOTATION OF THE TRACT AS SHOWN AS PART OF SAID

APPROVED: _____
DATE: _____
BY: _____

NOTICES BY HAND AND OFFICIAL SIGN THIS DAY OF

Abstract

COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

CONDUCT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE, AND FURTHER, IT ACTS AS THE AGENCY STANDARDS FOR PAID RECEIVED BY COUNTY COMMISSIONER AND STATE LAW.

DATE _____
COUNTY CLERK COUNTY SHERIFF _____

COUNTY RECORDER'S NO. _____
STATE OF UTAH, COUNTY OF _____, RECORD AND FIELD

AT THE REQUEST OF: _____
DATE: _____ TIME: _____ ROOM: _____

ASSTANT SECRETARY OF THE ARMY
HEADQUARTERS THE ARMY
WASHINGTON, D.C. 20315



HYRUM CITY

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

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

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, October 31, 2018 and signed by Hyrum City Mayor Stephanie Miller, Kris and Bonnie Miller, Ernest J. Miller, Bob and Melynda Ropelato, and William and Christine Christoffersen together with the annexation plat map pertaining thereto, was delivered to me personally by Stephanie Miller this 31st day of October, 2018, at the Hyrum City Office, 60 West Main, Hyrum, Utah.

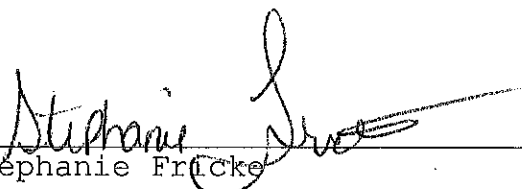

Stephanie Fricke
Hyrum City Recorder

CERTIFICATE

STATE OF UTAH)
 :ss
COUNTY OF CACHE)

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the this 1st day of November, 2018 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 November, 2018.


Stephanie Fricke
City Recorder

(SEAL)

Resolution 18-26

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 (Hyrum City Municipal Corp, William E and Christine Elaine Christoffersen

Trust, Bob Mathew and Melynda
Ropelato, Kris & B Holdings LLC,
Miller Companies LLC, 5 M Farms
LLC, and Ernest J. Miller Trust
containing 291.71 acres).).