

ORDINANCE 19-02

(Roger Clawson Annexation - Roger Clawson and Kirk D. Petersen, Roger Clawson and Darilyn J. Clawson, Robert Gary Dunn and Jana Lee Dunn, and United States of America Annexation)

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

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

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

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

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

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

WHEREAS, on September 6, 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 October 18, 2018 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

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

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (*ROGER CLAWSON ANNEXATION*).

BE IT ORDAINED, by the City Council of Hyrum City, Cache County, State of Utah, as follows:

SECTION 1. That certain real property, more particularly described in Section 2 below is hereby annexed to Hyrum City, Utah, and the corporate limits of said city are hereby extended accordingly.

SECTION 2. That the real property which is the subject of this Ordinance is described as follows:

PART OF THE SOUTH HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9 AND RUNNING THENCE SOUTH 0°33'16" WEST, A DISTANCE OF 21.28 FEET TO THE CENTER OF 6600 SOUTH STREET; THENCE NORTH 89°26'44" WEST, A DISTANCE OF 1054.46 FEET ALONG SAID CENTER LINE; THENCE NORTH 0°33'16" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID 6600 SOUTH STREET AND THE SOUTHWEST CORNER OF LOT 3 OF THE BETH CLAWSON SUBDIVISION; THENCE NORTH 0°43'43" EAST, A DISTANCE OF 318.08 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°29'24" WEST, A DISTANCE OF 264.00 FEET TO THE CENTER OF 600 WEST STREET; THENCE ALONG SAID CENTER LINE SOUTH 0°43'44" WEST, A DISTANCE OF 365.02 FEET; THENCE NORTH 89°24'46" WEST, A DISTANCE OF 16.48 FEET TO THE WEST LINE OF SAID 600 WEST STREET; THENCE NORTH 88°53'41" WEST, A DISTANCE OF 331.97 FEET; THENCE SOUTH 38°21'42" EAST, A DISTANCE OF 79.79 FEET; THENCE SOUTH 13°00'17" EAST, A DISTANCE OF 125.81 FEET; THENCE SOUTH 25°58'40" EAST, A DISTANCE OF 46.46 FEET; THENCE NORTH 78°34'10" EAST, A DISTANCE OF 93.70 FEET; THENCE SOUTH 23°30'18" EAST, A DISTANCE OF 170.72 FEET; THENCE SOUTH 12°14'13" WEST, A DISTANCE OF 132.22 FEET; THENCE SOUTH 89°02'30" WEST, A DISTANCE OF 303.19 FEET; THENCE NORTH 4°59'17" EAST, A DISTANCE OF 26.96 FEET; THENCE NORTH 17°49'07" WEST, A DISTANCE OF 248.17 FEET; THENCE NORTH 50°58'22" WEST, A DISTANCE OF 389.00 FEET; THENCE NORTH 8°34'46" WEST, A DISTANCE OF 330.00 FEET; THENCE NORTH 57°26'28" EAST, A DISTANCE OF 193.00 FEET;

THENCE NORTH 25°51'28" EAST, A DISTANCE OF 318.00 FEET;
THENCE NORTH 50°36'54" EAST, A DISTANCE OF 241.60 FEET;
THENCE SOUTH 54°33'20" EAST, A DISTANCE OF 184.04 FEET;
THENCE SOUTH 7°58'34" WEST, A DISTANCE OF 93.27 FEET;
THENCE SOUTH 55°04'35" WEST, A DISTANCE OF 193.47 FEET;
THENCE SOUTH 12°06'44" WEST, A DISTANCE OF 31.29 FEET;
THENCE SOUTH 89°23'08" EAST, A DISTANCE OF 369.51 FEET;
THENCE SOUTH 87°07'08" EAST, A DISTANCE OF 54.34 FEET
TO THE NORTHWEST CORNER OF PARCEL ID 01-070-0015;
THENCE ALONG THE NORTH LINE OF SAID PARCEL AND THE
NORTH LINE OF BETH CLAWSON SUBDIVISION THE FOLLOWING
THREE (3) COURSES: (1) SOUTH 89°27'51" EAST, A
DISTANCE OF 1125.24 FEET; (2) SOUTH 46°55'56" EAST, A
DISTANCE OF 219.75 FEET; (3) SOUTH 0°37'14" WEST, A
DISTANCE OF 28.82 FEET; THENCE SOUTH 89°26'24" EAST, A
DISTANCE OF 146.01 FEET; THENCE SOUTH 0°19'27" WEST, A
DISTANCE OF 325.92 FEET TO THE SOUTH LINE OF SAID
SECTION 9; THENCE NORTH 89°26'24" WEST, A DISTANCE OF
147.88 FEET ALONG SAID SOUTH LINE TO THE POINT OF
BEGINNING.
CONTAINING 30.19 ACRES

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

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

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

ADOPTED AND PASSED by the Hyrum City Council this 7th day of February, 2019.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

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Posted:

ROGER AND DARILYN J. CLAWSON ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 2019 by and between Hyrum City, a Utah municipal corporation, and Roger and Darilyn Clawson, husband and wife, 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 two and 00/100 (2.00) acres of real property, which property bears Cache County Tax Number 01-070-0015 and is more particularly described hereafter; and

WHEREAS, on July 27, 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 August 2, 2018, said petition was accepted by Resolution 18-17-2 of the Hyrum City Council; and

WHEREAS, on September 6, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 18, 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:

BEG 20 RDS N & 80 RDS W OF SE COR SW/4 SEC 9 T 10N R 1E &
TH N 10.5 RDS TH E 502.86 FT TH S 10.5 RDS TH W 502.86 FT
TO BEG SUBJ TO R/W BEG SW COR SD TRACT & TH N 10.5 RDS TH E
1 RD TH S 10.5 RDS TH W 1 RD TO BEG 510/121 CONT 2.0 AC

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

3. ZONING. Zoning of subject property shall be Residential R-2.

4. WATER SHARES.

The applicant will not be required to turn in or purchase from the City three acre feet of water for one acre of ground because this property is already being served by an existing culinary water service. However, Hyrum City further reserves the right to limit the area served by the municipal piped irrigation system to the amount of land that can be watered by water represented by the shares of Hyrum Irrigation Company stock, if any. All other outside watering may be restricted to service provided through the municipal culinary distribution system.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses and APPLICANT and the City should be aware of associated odors, noises and other activities affecting the environment.

6. WASTEWATER COLLECTION. The direction of wastewater flow has not been determined at this point and whether sewer service from this property relies upon development to the west for proper sewage flow.

Applicant and/or developers of the site will be responsible, at no cost to the City, to install wastewater 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.

7. CULINARY WATER. APPLICANT is already being served by Hyrum City's culinary water system.

8. 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.

9. TRANSPORTATION. APPLICANT agrees that upon further development of this property or when Hyrum City deems necessary to widen 600 West that a road dedication to 600 West will be required to widen the 600 West road to 68' (the total road dedication shall be split between both the east and west sides of the existing right-of-way on 600 West) that the current and/or future property owners agrees and will dedicate the property to Hyrum City Corporation at such time.

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

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

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

11. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to further 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

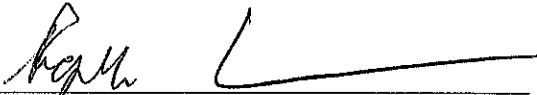
HYRUM CITY

By _____
Stephanie Miller
Mayor


Attest:

Stephanie Fricke
City Recorder

APPLICANT:

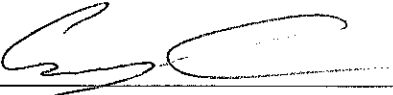


Roger Clawson



Darilyn Clawson

Witness:



ROGER CLAWSON AND KIRK D. PETERSEN ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 2019 by and between Hyrum City, a Utah municipal corporation, and Roger Clawson and Kirk D. Petersen, 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 ten and 746/100 (10.746) acres of real property, which property bears Cache County Tax Numbers 01-070-0008 and 01-071-0009 and is more particularly described hereafter; and

WHEREAS, on July 27, 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 August 2, 2018, said petition was accepted by Resolution 18-17-2 of the Hyrum City Council; and

WHEREAS, on September 6, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 18, 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:

BEG AT SW COR SE/4 SEC 9 T 10N R 1E& TH N 20 RDS TH E 147 FT TH S 20 RDS TH W 147 FT TO BEG CONT 1.11 AC DESC AS LOT 4 S.A.W. ESTATES MINOR SUBD CONT 1.11 AC

LOT 3 BETH CLAWSON SUBDIVISION CONT 9.71 AC SIT SW/4 SEC 9 T 10N R 1E

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.

The total of all water provided by APPLICANT will comply with the CITY'S current requirement of three (3) acre-feet per gross acre of land.

The applicant will be required to turn in or purchase from the City three acre feet of water for one acre of ground (the property the dairy sits on) upon annexation. Hyrum City further reserves the right to limit the area served by the municipal piped irrigation system to the amount of land that can be watered. All other outside watering may be restricted to service provided through the municipal culinary distribution system.

Hyrum City is not requiring the applicant/developer /landowner to turn in 3 acre feet of water per acre of ground in water rights and/or irrigation shares, and/or purchase water from the City at the rate established at that time of development for the additional 9.746 acres of land to the City at this time but water will be required before and upon any further development other than the current use of this property. Hyrum City's current ordinance requires the Applicant/Developer/Landowner to submit to Hyrum City 3 acre feet of water per acre of ground. The amount of water required may exceed the 3 acre feet of water per acre of ground if determined necessary by

the City Council based on projected use for a manufacturing, and/or commercial business, housing, etc.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses and APPLICANT and the City should be aware of associated odors, noises and other activities affecting the environment.

6. WASTEWATER COLLECTION. The direction of wastewater flow has not been determined at this point and whether sewer service from this property relies upon development to the west for proper sewage flow

Applicant and/or developers of the site will be responsible, at no cost to the City, to install wastewater 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.

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

This property is currently being served by an illegal culinary water connection. Property owner is responsible for all costs associated with installing a culinary water connection including impact fees, connection fees, etc. and will be given until July 1, 2019 to abandon the existing line extension and legally connect to the City's culinary water line on the south side of 6600 South. If such connection is not made by July 1, 2019 Hyrum City reserves the right to terminate culinary water service to the meter where the illegal connection was made.

8. 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.

9. TRANSPORTATION. APPLICANT agrees that upon further development of this property or when Hyrum City deems necessary to widen 6600 South that a road dedication to 6600 South will be required to widen 6600 South road to 68' (the total road

dedication shall be split between both the north and south sides of the existing right-of-way on 6600 South) that the current and/or future property owners agrees and will dedicate the property to Hyrum City Corporation at such time.

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

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

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

11. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to further 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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:



Roger Clawson



Kirk Petersen

Witness:



Jane Benson

ROBERT GARY DUNN AND JANA LEE DUNN ANNEXATION

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 2019 by and between Hyrum City, a Utah municipal corporation, and Robert Gary Dunn and Jana Lee Dunn, husband and wife, 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 zero and ninety six acres (.96) acres of real property, which property bears Cache County Tax Number 01-070-0019 and is more particularly described hereafter; and

WHEREAS, on July 27, 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 August 2, 2018, said petition was accepted by Resolution 18-17-2 of the Hyrum City Council; and

WHEREAS, on September 6, 2018, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on October 18, 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:

LOT 1 BETH CLAWSON SUBDIVISION CONT 0.96 AC SIT SW/4 SEC 9
T 10N R 1E

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. The total of all water provided by APPLICANT will comply with the CITY'S current requirement of three (3) acre-feet per gross acre of land, which requirement must be met upon annexation. Hyrum City further reserves the right to limit the area served by the municipal piped irrigation system to the amount of land that can be watered by water represented by the shares of Hyrum Irrigation Company stock, if any. All other outside watering may be restricted to service provided through the municipal culinary distribution system.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban and rural uses and APPLICANT and the City should be aware of associated odors, noises and other activities affecting the environment.

6. WASTEWATER COLLECTION. The direction of wastewater flow has not been determined at this point and whether sewer service from this property relies upon development to the west for proper sewage flow.

Applicant and/or developers of the site will be responsible, at no cost to the City, to install wastewater 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.

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

This property is already being served by an illegal culinary water connection. Property owner is responsible for all costs associated with a culinary water connection including impact fees, connection fees, i.e. and will be given until July 1, 2019 to abandon the existing line extension and legally connect to the City's culinary water line on the south side of 6600 South. If such connection is not made by July 1, 2019 Hyrum City reserves the right to terminate culinary water service to the meter where the illegal connection was made.

8. 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.

9. TRANSPORTATION. APPLICANT agrees that upon further development of this property or when Hyrum City deems necessary to widen 6600 South that a road dedication to 6600 South will be required to widen 6600 South road to 68' (the total road dedication shall be split between both the north and south sides of the existing right-of-way on 6600 South) that the current and/or future property owners agrees and will dedicate the property to Hyrum City Corporation at such time.

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

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

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

11. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to further 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

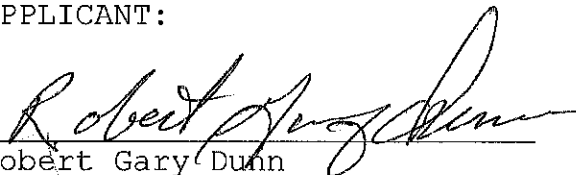
HYRUM CITY

By _____
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
City Recorder

APPLICANT:

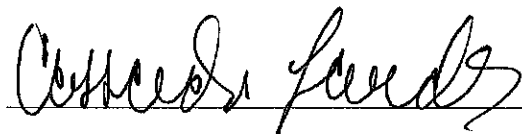


Robert Gary Dunn



Jana Lee Dunn

Witness:



RESOLUTION 18-17-2

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 (*Roger Clawson Annexation - Clawson, Petersen, Dunn and U.S.A. - 30.19 acres*).

WHEREAS, on July 27, 2018, the owners of certain real property, Roger Clawson and Kirk D. Petersen, Roger Clawson and Darilyn J. Clawson, Robert Gary Dunn and Jana Lee Dunn, and United States of America (petitioners) filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

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

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 2nd day of August, 2018.

HYRUM CITY




Stephanie Fricke
City Recorder

BY: 
Stephanie Miller
Mayor

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:

PART OF THE SOUTH HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9 AND RUNNING
THENCE SOUTH 0°33'16" WEST, A DISTANCE OF 21.28 FEET TO THE CENTER OF 6600 SOUTH STREET; THENCE NORTH 89°26'44" WEST, A DISTANCE OF 1054.46 FEET ALONG SAID CENTER LINE; THENCE NORTH 0°33'16" EAST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID 6600 SOUTH STREET AND THE SOUTHWEST CORNER OF LOT 3 OF THE BETH CLAWSON SUBDIVISION; THENCE NORTH 0°43'43" EAST, A DISTANCE OF 318.08 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°29'24" WEST, A DISTANCE OF 264.00 FEET TO THE CENTER OF 600 WEST STREET; THENCE ALONG SAID CENTER LINE SOUTH 0°43'44" WEST, A DISTANCE OF 365.02 FEET; THENCE NORTH 89°24'46" WEST, A DISTANCE OF 16.48 FEET TO THE WEST LINE OF SAID 600 WEST STREET; THENCE NORTH 88°53'41" WEST, A DISTANCE OF 331.97 FEET; THENCE SOUTH 38°21'42" EAST, A DISTANCE OF 79.79 FEET; THENCE SOUTH 13°00'17" EAST, A DISTANCE OF 125.81 FEET; THENCE SOUTH 25°58'40" EAST, A DISTANCE OF 46.46 FEET; THENCE NORTH 78°34'10" EAST, A DISTANCE OF 93.70 FEET; THENCE SOUTH 23°30'18" EAST, A DISTANCE OF 170.72 FEET; THENCE SOUTH 12°14'13" WEST, A DISTANCE OF 132.22 FEET; THENCE SOUTH 89°02'30" WEST, A DISTANCE OF 303.19 FEET; THENCE

NORTH 4°59'17" EAST, A DISTANCE OF 26.96 FEET; THENCE NORTH
~~17°49'07" WEST, A DISTANCE OF 248.17 FEET; THENCE NORTH 50°58'22"~~
WEST, A DISTANCE OF 389.00 FEET; THENCE NORTH 8°34'46" WEST, A
DISTANCE OF 330.00 FEET; THENCE NORTH 57°26'28" EAST, A DISTANCE
OF 193.00 FEET; THENCE NORTH 25°51'28" EAST, A DISTANCE OF 318.00
FEET; THENCE NORTH 50°36'54" EAST, A DISTANCE OF 241.60 FEET;
THENCE SOUTH 54°33'20" EAST, A DISTANCE OF 184.04 FEET; THENCE
SOUTH 7°58'34" WEST, A DISTANCE OF 93.27 FEET; THENCE SOUTH
55°04'35" WEST, A DISTANCE OF 193.47 FEET; THENCE SOUTH 12°06'44"
WEST, A DISTANCE OF 31.29 FEET; THENCE SOUTH 89°23'08" EAST, A
DISTANCE OF 369.51 FEET; THENCE SOUTH 87°07'08" EAST, A DISTANCE
OF 54.34 FEET TO THE NORTHWEST CORNER OF PARCEL ID 01-070-0015;
THENCE ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF
BETH CLAWSON SUBDIVISION THE FOLLOWING THREE (3) COURSES: (1)
SOUTH 89°27'51" EAST, A DISTANCE OF 1125.24 FEET; (2) SOUTH
46°55'56" EAST, A DISTANCE OF 219.75 FEET; (3) SOUTH 0°37'14"
WEST, A DISTANCE OF 28.82 FEET; THENCE SOUTH 89°26'24" EAST, A
DISTANCE OF 146.01 FEET; THENCE SOUTH 0°19'27" WEST, A DISTANCE
OF 325.92 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE NORTH
89°26'24" WEST, A DISTANCE OF 147.88 FEET ALONG SAID SOUTH LINE TO
THE POINT OF BEGINNING.

CONTAINING 30.19 ACRES


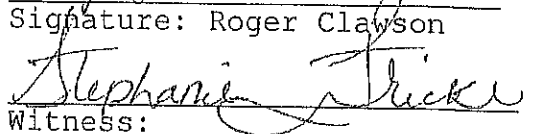
4. That up to five of the signers of this petition have been designated as sponsors, one of whom is designated "contact sponsor", with the mailing address of each sponsor being indicated;
5. That this petition does not propose annexation of all or a part of an area proposed for annexation in a previously 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.
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 27th day of July, 2018.

CONTACT SPONSOR INFORMATION:

Roger B. Clawson
6528 South 600 West
Hyrum Utah 84319
435-757-6301


Signature: Roger Clawson

Witness:

ROGER CLAWSON ANNEXATION - CLAWSON, PETERSEN, DUNN, AND UNITED
STATES OF AMERICA ANNEXATION

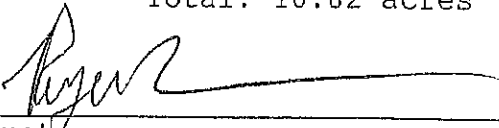
SPONSORS:

Parcel #'s: 01-070-0008
 01-071-0009

Acres: 9.71 acres
 1.11 acres

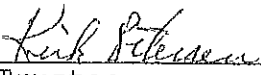
Total: 10.82 acres

Roger Clawson
6528 South 600 West
Hyrum, Utah 84319



Trustee

Kirk D. Petersen
9031 South Bridger Boulevard
Paradise, Utah 84328



Trustee

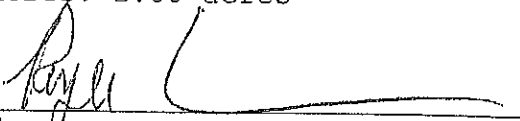
ROGER CLAWSON ANNEXATION - CLAWSON, PETERSEN, DUNN, AND UNITED
STATES OF AMERICA ANNEXATION

SPONSORS:

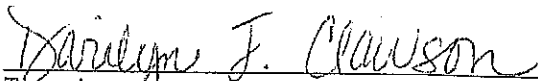
Parcel #'s: 01-070-0015

Acres: 2.00 acres

Roger Clawson
6528 South 600 West
Hyrum, Utah 84319


Trustee

Darilyn J. Clawson
6528 South 600 West
Hyrum, Utah 84319


Trustee

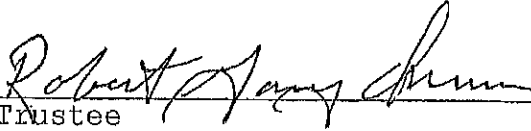
ROGER CLAWSON ANNEXATION - CLAWSON, PETERSEN, DUNN, AND UNITED
STATES OF AMERICA ANNEXATION

SPONSORS:

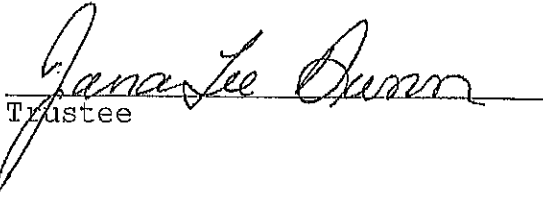
Parcel #'s: 01-070-0019

Acres: .96 acres

Robert Gary Dunn
570 West 6600 South
Hyrum, Utah 84319

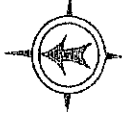

Trustee

Jana Lee Dunn
570 West 6600 South
Hyrum, Utah 84319


Trustee

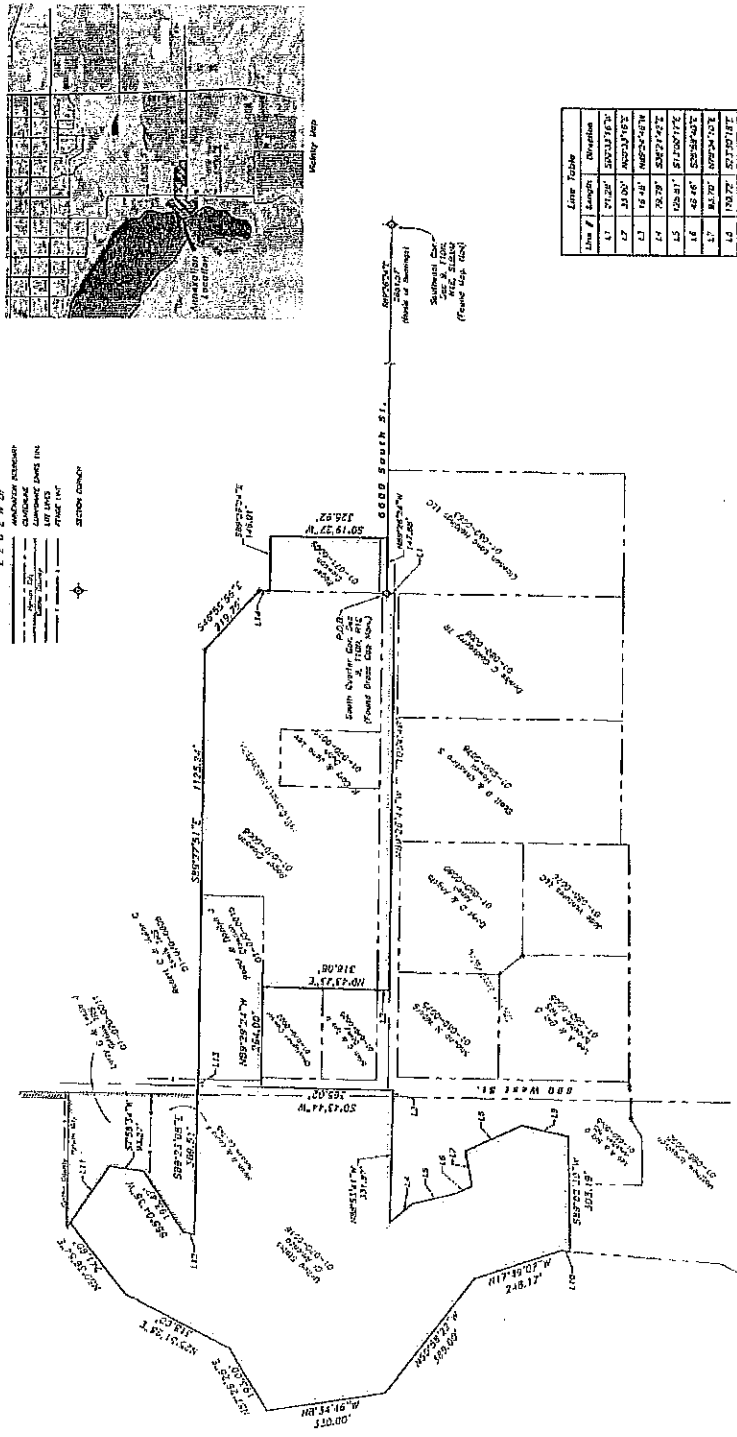
CLAWSON ANNEXATION TO THE CITY OF HYURUM

A PART OF THE SOUTH HALF OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE S.L.B. & M.



April 18, 2010
GRAPHIC SCALE
1" = 100'

LEGEND:
 --- ANNEXATION BOUNDARY
 --- EXISTING BOUNDARY
 --- EXISTING EASEMENTS
 --- EXISTING RIGHTS OF WAY
 --- EXISTING UTILITIES
 --- EXISTING SURVEY DATA
 --- EXISTING RECORDS
 --- EXISTING RECORDS
 --- EXISTING RECORDS
 --- EXISTING RECORDS



Line #	Length	Bearing
1	77.20'	S02°27'17"E
2	23.00'	N02°27'17"E
3	16.40'	N88°24'47"W
4	78.39'	S28°27'42"E
5	40.81'	S11°00'17"E
6	42.46'	S28°24'42"E
7	84.90'	N02°27'17"E
8	78.72'	S23°52'17"E
9	122.27'	S27°17'17"E
10	26.36'	N48°59'17"E
11	104.00'	S04°32'27"E
12	21.29'	S12°58'44"W
13	24.24'	S07°07'02"E
14	28.62'	S04°37'14"E

ANNEXATION PLAT

SURVEYOR'S CERTIFICATE

I, **LEE G. WELSH**, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT THIS CERTIFICATE HAS BEEN FILED AS PRESCRIBED UNDER THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, CHAPTER 101A.

Annexation Boundary

THIS IS TO BE THE BOUNDARY OF THE ANNEXATION PLAT AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE INSTRUMENT OF ANNEXATION. THE BOUNDARY OF THE ANNEXATION PLAT IS TO BE THE BOUNDARY OF THE ANNEXATION PLAT AS SHOWN ON THE PLAT AND AS DESCRIBED IN THE INSTRUMENT OF ANNEXATION.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE INSTRUMENT OF ANNEXATION HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE CITY OF HYURUM AND THAT THE INSTRUMENT OF ANNEXATION IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, CHAPTER 101A.

COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

I, **LEE G. WELSH**, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT THIS CERTIFICATE HAS BEEN FILED AS PRESCRIBED UNDER THE ACTS OF THE LEGISLATURE OF THE STATE OF MISSISSIPPI, CHAPTER 101A.

APPROVED: _____ MAYOR

WITNESSES BY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2010.

RECORDED

FILED IN: _____ COUNTY RECORDER

STATE OF MISSISSIPPI, COUNTY OF _____ RECORDED AND FILED

AT THE RECORDER'S OFFICE, _____

DATE: _____ TIME: _____

ASSISTANT: _____

NO. _____

FILED IN: _____ COUNTY RECORDER



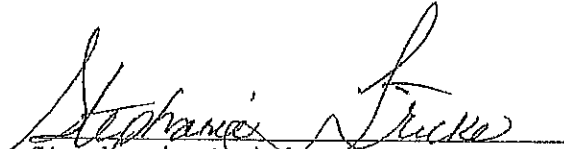
HYRUM CITY

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

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

CERTIFICATE

I, Stephanie Fricke, duly appointed and acting recorder for Hyrum City, Cache County, State of Utah, hereby certify that the Petition for Annexation attached hereto, July 28, 2018 and signed by Roger Clawson and Darilyn J. Clawson, Roger Clawson and Kirk Petersen, and Robert Gary Dunn and Jana Lee Dunn together with the annexation plat map pertaining thereto, was delivered to me personally by Roger Clawson Contact Sponsor for said Annexation this 27th day of July, 2018, at the Hyrum City Office, 60 West Main, Hyrum, Utah.


Stephanie Fricke
Hyrum City Recorder

NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Section 10-2-406, U.C.A., Hyrum City, Utah, hereby gives notice as follows:

1. On July 28, 2018 a petition proposing the annexation of real property located between approximately 6500 South to 6600 South between 400 West to 600 West (Cache County Address) approximately 30.19 acres has been filed with Roger Clawson and Kirk D. Petersen, Roger Clawson and Darilyn J. Clawson, Robert Gary Dunn and Jana Lee Dunn, and United States of America.
2. On August 2, 2018, the Hyrum City Council approved Resolution 18-17 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On September 6, 2018 the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.
4. The area proposed for annexation in the petition is described as follows:

PART OF THE SOUTH HALF OF SECTION 9 AND THE NORTHWEST
QUARTER OF SECTION 16, TOWNSHIP 10 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.

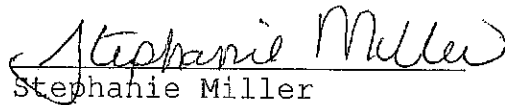
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9 AND
RUNNING THENCE SOUTH 0°33'16" WEST, A DISTANCE OF 21.28 FEET
TO THE CENTER OF 6600 SOUTH STREET; THENCE NORTH 89°26'44"
WEST, A DISTANCE OF 1054.46 FEET ALONG SAID CENTER LINE;
THENCE NORTH 0°33'16" EAST, A DISTANCE OF 33.00 FEET TO THE
NORTH LINE OF SAID 6600 SOUTH STREET AND THE SOUTHWEST
CORNER OF LOT 3 OF THE BETH CLAWSON SUBDIVISION; THENCE
NORTH 0°43'43" EAST, A DISTANCE OF 318.08 FEET TO THE NORTH
LINE OF SAID SUBDIVISION; THENCE NORTH 89°29'24" WEST, A
DISTANCE OF 264.00 FEET TO THE CENTER OF 600 WEST STREET;
THENCE ALONG SAID CENTER LINE SOUTH 0°43'44" WEST, A
DISTANCE OF 365.02 FEET; THENCE NORTH 89°24'46" WEST, A
DISTANCE OF 16.48 FEET TO THE WEST LINE OF SAID 600 WEST
STREET; THENCE NORTH 88°53'41" WEST, A DISTANCE OF 331.97
FEET; THENCE SOUTH 38°21'42" EAST, A DISTANCE OF 79.79
FEET; THENCE SOUTH 13°00'17" EAST, A DISTANCE OF 125.81
FEET; THENCE SOUTH 25°58'40" EAST, A DISTANCE OF 46.46

FEET; THENCE NORTH 78°34'10" EAST, A DISTANCE OF 93.70
FEET; THENCE SOUTH 23°30'18" EAST, A DISTANCE OF 170.72
FEET; THENCE SOUTH 12°14'13" WEST, A DISTANCE OF 132.22
FEET; THENCE SOUTH 89°02'30" WEST, A DISTANCE OF 303.19
FEET; THENCE NORTH 4°59'17" EAST, A DISTANCE OF 26.96
FEET; THENCE NORTH 17°49'07" WEST, A DISTANCE OF 248.17
FEET; THENCE NORTH 50°58'22" WEST, A DISTANCE OF 389.00
FEET; THENCE NORTH 8°34'46" WEST, A DISTANCE OF 330.00
FEET; THENCE NORTH 57°26'28" EAST, A DISTANCE OF 193.00
FEET; THENCE NORTH 25°51'28" EAST, A DISTANCE OF 318.00
FEET; THENCE NORTH 50°36'54" EAST, A DISTANCE OF 241.60
FEET; THENCE SOUTH 54°33'20" EAST, A DISTANCE OF 184.04
FEET; THENCE SOUTH 7°58'34" WEST, A DISTANCE OF 93.27
FEET; THENCE SOUTH 55°04'35" WEST, A DISTANCE OF 193.47
FEET; THENCE SOUTH 12°06'44" WEST, A DISTANCE OF 31.29
FEET; THENCE SOUTH 89°23'08" EAST, A DISTANCE OF 369.51
FEET; THENCE SOUTH 87°07'08" EAST, A DISTANCE OF 54.34
FEET TO THE NORTHWEST CORNER OF PARCEL ID 01-070-0015;
THENCE ALONG THE NORTH LINE OF SAID PARCEL AND THE NORTH
LINE OF BETH CLAWSON SUBDIVISION THE FOLLOWING THREE (3)
COURSES: (1) SOUTH 89°27'51" EAST, A DISTANCE OF 1125.24
FEET; (2) SOUTH 46°55'56" EAST, A DISTANCE OF 219.75 FEET;
(3) SOUTH 0°37'14" WEST, A DISTANCE OF 28.82 FEET; THENCE
SOUTH 89°26'24" EAST, A DISTANCE OF 146.01 FEET; THENCE
SOUTH 0°19'27" WEST, A DISTANCE OF 325.92 FEET TO THE SOUTH
LINE OF SAID SECTION 9; THENCE NORTH 89°26'24" WEST, A
DISTANCE OF 147.88 FEET ALONG SAID SOUTH LINE TO THE POINT
OF BEGINNING.
CONTAINING 30.19 ACRES

5. The complete Annexation Petition is available for inspection and copying at the Hyrum City Recorder's Office, 60 West Main, Hyrum, Utah Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m.
6. Hyrum City may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321, by an authorized protestor (10-2-407 Utah Code), and a copy of the protest is delivered to the Hyrum City Recorder at the address noted above. Any protest must be filed as herein stated by no later than Tuesday, October 9, 2018.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, October 18, 2018 at 6:30

p.m. in the Hyrum City Council Chambers 60 West Main,
Hyrum, Utah to consider a request to annex this property.

Hyrum City

A handwritten signature in cursive script that reads "Stephanie Miller". The signature is written in dark ink and is positioned above the printed name.

Stephanie Miller

Mayor

Publication dates: September 9, 16, and 23, 2018

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

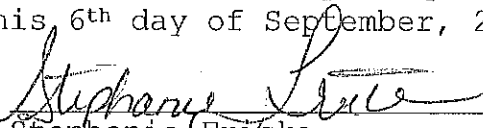
STATE OF UTAH)
 : SS.
County of Cache)

I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on July 28, 2018, receive the Petition for Annexation and attached Plat which was filed with the city by Roger Clawson and Kirk D. Petersen, Roger Clawson and Darilyn J. Clawson, Robert Gary Dunn and Jana Lee Dunn, and United States of America, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 18-17 adopted and passed by the City Council on August 2, 2018.

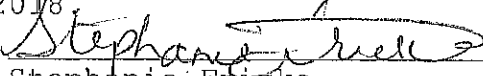
I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathon Jenkins have reviewed the referenced Petition for Annexation and have determined that the Petition meets the requirements of Subsections 10-2-403 (3), (4), and (5) of the Utah Code and I hereby give Notice to the Hyrum City Council, and the Contact Sponsor for said Petition Roger Clawson, and the Cache County Council, of my Certification of said Petition as meeting the requirements of the referenced subsections of State law.

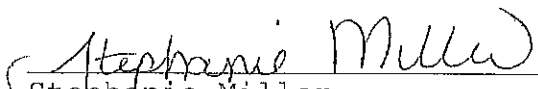
IN WITNESS WHEREOF, I have hereunto set my signature and affixed the official seal of Hyrum City Corporation in Cache County, State of Utah, this 6th day of September, 2018.




Stephanie Fricke
City Recorder

The foregoing Certification was given to the Hyrum City Council on September 6, 2018.


Stephanie Fricke
City Recorder


Stephanie Miller
Mayor