

ORDINANCE 07-01

(LDS Church and Poppleton 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 December 7, 2006, 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 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 (THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, CRAIG POPPLETON, AND MARY ANN POPPLETON PROPERTY).

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, under the conditions of the attached Annexation Agreement 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 Northeast Quarter of Section 6, Township 10 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning at a point on the existing south Corporate Limits Line of Hyrum City and on the south line of Little Bear Creek Estates Subdivision located south 12°12'11" east 158.74 feet from the centerline monument at the intersection of 150 North street and 675 West street; running thence south 00°09'52" west 320.00 feet; thence north 89°48'38" west 538.00 feet; thence north 00°09'52" east 320.00 feet to the said south Corporate Limits Line and the south line of Westridge Subdivision; thence south 89°48'38" east 538.00 feet along said south line to the point of beginning. Containing 3.95 acres.

SECTION 3. That the real property described in Section 2 above shall be classified as being in the Residential R-2 Zone 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 18th day of January, 2007.

HYRUM CITY

BY: W. Dean Howard
W. Dean Howard
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

Posted: February 20, 2007

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of February, 2007, by and between Hyrum City, a Utah municipal corporation, and Craig and Mary Ann Poppleton, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints through Dean Bolton, contact sponsor of the petition to annex said property (Poppleton and Church collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of three and 95/100 (3.95) acres of real property, which is part of a larger parcel bearing Cache County Tax Number 01-058-0006, and is more particularly described hereafter; and

WHEREAS, on the 9th day of November, 2006, 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 16, 2006, said petition was accepted by resolution of the Hyrum City Council; and

WHEREAS, on December 7, 2006, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on January 18, 2007, 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 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:

Part of the Northeast Quarter of Section 6, Township 10 North, Range 1 East, of the Salt Lake Meridian, located in the County of Cache, State of Utah, described as follows:

Beginning at a point on the existing south Corporate Limits Line of Hyrum City and on the south line of Little Bear Creek Estates Subdivision located south 12°12'11" east 158.74 feet from the centerline monument at the intersection of 150 North Street and 675 West Street; running thence south 00°09'52" west 320.00 feet; thence north 89°48'38" west 538.00 feet; thence north 00°09'52" east 320.00 feet to the said south Corporate Limits Line and the south line of Westridge Subdivision; thence south 89°48'38" east 538.00 feet along said south line to the point of beginning, containing 3.95 acres.

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

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

4. **WATER SHARES/IRRIGATION SERVICE.** 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, which requirement will be satisfied by water made available by Hyrum City Corp. at the rate of \$2,500 per acre-foot. The total of all water provided by APPLICANT will comply with the CITY'S current requirement of three (3) acre-feet per gross acre developed, 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. CULINARY WATER SERVICE.

- A. 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 at 675 West 150 North (or to the point such line has been stubbed southward on 675 West) to the south boundary of the property at a size and depth to be specified by the City necessary to serve future development.
- B. APPLICANT agrees to be subject to the normal and customary impact and connection fees assessed for connections of this type to the municipal culinary water distribution system.

6. WASTEWATER COLLECTION SERVICE.

- A. APPLICANT and/or developers of the site will be responsible to install sewer mains extending from a point of junction with the main line at 675 West 150 North (or to the point such line has been stubbed southward on 675 West) to the south boundary of the property at a depth and size to be specified by the City necessary to serve future development.
- B. APPLICANT agrees to be subject to the normal and customary impact and connection fees assessed for connections of this type to the municipal wastewater collection system.

7. TRANSPORTATION

- A. APPLICANT agrees to complete 675 West Street across the full width of the eastern boundary of the subject property with curb, gutter, and sidewalk on the west side of 675 West only and pavement for both lanes. Curb, gutter, and sidewalk will not be required of the APPLICANT on the east side of 675 West.
- B. APPLICANT agrees to plant street trees on the west side of 675 West in accordance with the approved plan for development of the site.

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

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

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

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

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

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

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

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

16. **ATTORNEY FEES.** The parties herein each agree that should they default in any of the covenants or agreements contained

herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys fees which may arise or accrue from enforcing this AGREEMENT, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such costs and expenses are incurred with to without suit or before or after judgment.

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

HYRUM CITY

By W Dean Howard
W. Dean Howard
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT:
Craig Poppleton
Craig Poppleton
Mary Ann Poppleton
Mary Ann Poppleton
Joseph Jacob Oleschewski
Corporation of the Presiding
Bishop of the Church of Jesus
Christ of Latter-day Saints

Witness:
Stephanie Fricke

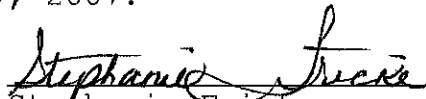
CERTIFICATE OF POSTING

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

I, Stephanie Fricke, duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that a copy of the foregoing is a true, complete, and correct copy of an Ordinance adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the 18th day of January, 2007, which appears of record in the City Recorder's office. A quorum was present and acting throughout said meeting and this Ordinance is in full force and effect in the form so adopted and has not been subsequently modified, amended or rescinded. I further certify that I, on the 20th day of February, 2007 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum Civic Center	83 W. Main	Hyrum, Utah
Ridley's Grocery Store	780 E. Main	Hyrum, Utah
Wells Fargo Bank	10 W. Main	Hyrum, Utah

In witness whereof, I have hereto set my hand this
20th day of February, 2007.


Stephanie Fricke
City Recorder

(SEAL) Ordinance 07-01

Amending the Zoning Map and Annexing
Real Property (Church of Jesus Christ
of Latter Day Saints, and Craig and
Maryann Poppleton.