

ORDINANCE 20-02

(WDT Annexation - Top Dog Realty LLC 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 January 2, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition meets the requirements of State law; and

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

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

WHEREAS, the City Council on March 5, 2020 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

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

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (WDT 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 NORTHWEST AND SOUTHWEST QUARTER SECTION 31 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM CITY LOCATED NORTH 38°44'28" EAST 2988.38 FEET; FROM THE SOUTH QUARTER OF SAID SECTION THENCE NORTH 1°07'52" EAST 886.78 FEET; THENCE SOUTH 89°36'00" EAST 523.46 FEET; THENCE SOUTH 2°32'54" WEST 894.43 FEET; TO A POINT ON SAID CORPORATE LIMITS LINE THENCE NORTH 88°47'24" WEST 501.30 FEET; ALONG SAID LINE IN THE CENTER OF 4600 SOUTH STREET TO POINT OF BEGINNING. CONTAINING 10.00 ACRES

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

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

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

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

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
Stephanie Fricke
City Recorder

Posted: *March 25, 2020*

WDT ANNEXATION
AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of March, 2020, by and between Hyrum City, a Utah municipal corporation, Top Dog Realty, LLC., by President David Shelton, 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 ten and 00/100 (10.00) acres of real property, which property bears Cache County Tax Number 03-055-0023 and is more particularly described hereafter; and

WHEREAS, On November 19, 2019 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 December 5, 2019, said petition was accepted by Resolution 19-26 of the Hyrum City Council; and

WHEREAS, on January 2, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder stating that the Petition did not meet the requirements of State Law due to different company names shown on annexation petition as to actual ownership shown by Cache County Recorder's Office; and

WHEREAS, On January 2, 2020, the Hyrum City Council authorized Century Bound Utah to correct the annexation petition to state Top Dog Realty LLC on the annexation petition rather than Century Bound Utah; and

WHEREAS, on January 16, 2020, said amended petition was accepted by Resolution 19-26A of the Hyrum City Council; and

WHEREAS, on January 16, 2020, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on March 5, 2020, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

WHEREAS, the Hyrum City Council has concluded that said property is an unincorporated area contiguous to the boundaries of Hyrum City and as such qualifies under law for annexation into Hyrum City and 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.

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:

A PART OF NORTHWEST AND SOUTHWEST QUARTER SECTION 31 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM CITY LOCATED NORTH 38°44'28" EAST 2988.38 FEET; FROM THE SOUTH QUARTER OF SAID SECTION THENCE NORTH 1°07'52" EAST 886.78 FEET; THENCE SOUTH 89°36'00" EAST 523.46 FEET; THENCE SOUTH 2°32'54" WEST 894.43 FEET; TO A POINT ON SAID CORPORATE LIMITS LINE THENCE NORTH 88°47'24" WEST 501.30 FEET; ALONG SAID LINE IN THE CENTER OF 4600 SOUTH STREET TO POINT OF BEGINNING. CONTAINING 10.00 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 Manufacturing Medium to Heavy 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'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 and/or use for manufacturing, commercial business, and/or housing, etc.

The Hyrum City Council has agreed to accept 3 acre feet of water per acre of ground. Top Dog Realty LLC will purchase 30.00 acre feet of water from Hyrum City (10.00 acres x 3 = 30.00 acre feet of water) upon annexation with the condition that if more than 30.00 acre feet of water is used annually, Applicant/Developer/Landowner will be required to buy water rights or turn in additional water shares to Hyrum City at the amount deemed necessary to cover the amount of water being used.

5. ENVIRONMENTAL CONCERNS. Said real property lies proximate to a mixture of urban, commercial, manufacturing, and residential uses and APPLICANT/DEVELOPER/LANDOWNER should be aware of associate odors, noises, traffic with large equipment, dust, etc. The APPLICANT/DEVELOPER/LANDOWNER 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 commercial and manufacturing areas and 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 will be responsible (including all costs) to install culinary water mains connecting development on this property to the municipal distribution lines.

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

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

8. WASTEWATER COLLECTION. APPLICANT and/or developers will be responsible (including all costs) to install sewer mains connecting development on this property to the municipal collections lines including lift stations if necessary, and a sample port on lateral edge of property.

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

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

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

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

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

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

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

The Applicant and Hyrum City will coordinate future electric demands with the City to cost share for system improvements to meet future City demand.

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 agrees that upon development of property that a road dedication from parcels 03-055-0023 along 4600 South 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). Upon annexation of this property a road dedication will need to be made to Hyrum City Corporation.

Transportation improvements in the vicinity of Applicants land are to be master planned as part of the development process; with the construction schedule to be evaluated at five year intervals, upon development of transportation corridor(s), or upon additional industrial development in the area. All costs of improvements are the responsibility of applicant, property owner, and/or developer.

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

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

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

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

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

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

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

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

HYRUM CITY

By Stephanie Miller
Stephanie Miller
Mayor

Attest:

Stephanie Fricke
Stephanie Fricke
City Recorder

APPLICANT: David Shelton 3/17/20
David Shelton
CEO/President Top Dog Realty LLC

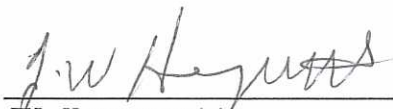
Witness:

Cheryl Sparger

CEO/President Top Dog Realty LLC

Witness:

APPLICANT:



 JW Honeycutt
 Chair of Board Top Dog Realty LLC

Witness:



APPLICANT:

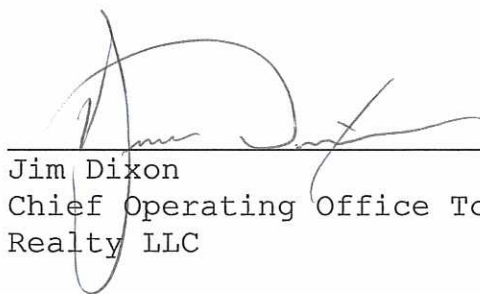


 Drew Honeycutt
 Chief Marketing Officer Top Dog
 Realty LLC

Witness:



APPLICANT:



 Jim Dixon
 Chief Operating Office Top Dog
 Realty LLC

Witness:





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

January 17, 2020

To Whom It May Concern;

A Petition for Annexation has been filed in the office of the Hyrum City Recorder for the purpose of requesting annexation of a parcel of land belonging to Top Dog Realty LLC containing 10.00 acres specifically described as follows:

A PART OF NORTHWEST AND SOUTHWEST QUARTER SECTION 31 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM CITY LOCATED NORTH 38°44'28" EAST 2988.38 FEET; FROM THE SOUTH QUARTER OF SAID SECTION THENCE NORTH 1°07'52" EAST 886.78 FEET; THENCE SOUTH 89°36'00" EAST 523.46 FEET; THENCE SOUTH 2°32'54" WEST 894.43 FEET; TO A POINT ON SAID CORPORATE LIMITS LINE THENCE NORTH 88°47'24" WEST 501.30 FEET; ALONG SAID LINE IN THE CENTER OF 4600 SOUTH STREET TO POINT OF BEGINNING. CONTAINING 10.00 ACRES

The Hyrum City Council received the Notice of Certification on January 17, 2020. The complete annexation petition is available for inspection at the office of the Hyrum City Recorder. I have enclosed a copy of the Notice of Certification, the Resolution accepting the Annexation Petition, and the Annexation Petition.

Hyrum City may grant the petition and annex the area described in the petition unless a written protest to the annexation is filed with the Cache County Boundary Commission c/o Janeen Allen, Secretary 199 North Main, Logan, Utah, 84321 and a copy of the protest delivered to the Hyrum City Recorder by February 17, 2020. A protest to the annexation petition may be filed by the legislative body or governing board of an affected entity. Should you have any questions regarding this, please contact Hyrum City Recorder Stephanie Fricke at 435-245-6033 or sfricke@hyrumcity.com.

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 November 19, 2019 a petition proposing the annexation of real property located at approximately 700 North (4600 South) and 700 West approximately 10.00 acres has been filed by Century Bound Utah, LLC.
2. On December 5, 2019, the Hyrum City Council approved Resolution 19-26 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On January 2, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder stating that the Petition did not meet the requirements of State Law due to different company names shown on annexation petition as to actual ownership shown by Cache County Recorder's Office.
4. On January 2, 2020, the Hyrum City Council authorized Century Bound Utah to correct the annexation petition to state Top Dog Realty LLC on the annexation petition rather than Century Bound Utah.
- ~~5. On January 16, 2020, the Hyrum City Council approved Resolution 19-26A accepting an amended annexation petition to be further considered and authorizing the amended Petition to be certified.~~
6. On January 16, 2020, the Hyrum City Council received the required Notice of Certification from the City Recorder certifying that the Petition meets the requirements of State Law.
4. The area proposed for annexation in the petition is described as follows:

A PART OF NORTHWEST AND SOUTHWEST QUARTER SECTION 31 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM CITY LOCATED NORTH 38°44'28" EAST 2988.38 FEET; FROM THE SOUTH QUARTER OF SAID SECTION THENCE NORTH 1°07'52" EAST 886.78 FEET; THENCE SOUTH 89°36'00" EAST 523.46 FEET; THENCE SOUTH 2°32'54" WEST 894.43 FEET; TO A POINT ON SAID CORPORATE LIMITS LINE THENCE NORTH 88°47'24"

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

STATE OF UTAH)
 : SS.
County of Cache)

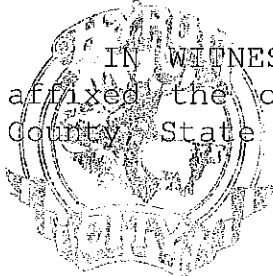
I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on November 19, 2019, receive the Petition for Annexation and attached Plat which was filed with the city by Century Bond Utah, LLC. containing 10.00 acres, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 19-26 adopted and passed by the City Council on December 5, 2019.

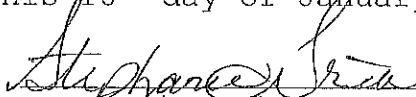
On January 2, 2020 the Hyrum City Council was unable to certify the annexation petition due to different company names shown on annexation petition as to actual ownership shown by Cache County Recorder's Office. Hyrum City Council authorized Century Bound Utah to correct the annexation petition to state Top Dog Realty LLC on the annexation petition rather than Century Bound Utah.

On January 8, 2020, I, hereby certify that an amended Petition for Annexation dated January 6, 2020 signed by Drew Honeycutt and others of Top Dog Realty LLC together with the annexation plat map pertaining thereto was filed with the City by Top Dog Realty LLC.

I hereby certify the Petition and state that I, Stephanie Fricke, and City Attorney Jonathon Jenkins have reviewed the referenced amended 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 Stephanie Miller, 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 16th day of January, 2020.




Stephanie Fricke
City Recorder



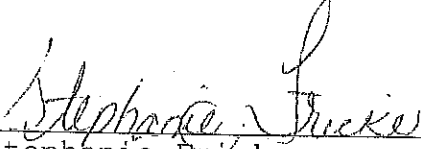
HYRUM CITY

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

Stephanie Miller, Mayor
Council Members
Stephen G. Adams
Kathy Bingham
Jared L. Clawsan
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, November 19, 2019 and signed by Drew Honeycutt of Century Bound Utah, together with the annexation plat map pertaining thereto, was delivered to me personally by Alan Thornley this 19th day of November, 2019, at the Hyrum City Office, 60 West Main, Hyrum, Utah.



Stephanie Fricke
Hyrum City Recorder

RESOLUTION 19-26A

A RESOLUTION ACCEPTING AN AMENDED PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTION 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED (*WDT Annexation - 10.00 acres*).

WHEREAS, on November 19, 2019, the owners of certain real property (petitioners) Century Bound Utah, LLC 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, the Hyrum City Council approved Resolution 19-26 accepting the petition for annexation of certain real property under the provisions of Section 10-2-405; and

WHEREAS, On January 2, 2020 the Hyrum City Council was unable to certify the annexation petition due to different company names shown on annexation petition as to actual ownership shown by Cache County Recorder's Office. Hyrum City Council authorized Century Bound Utah to correct the annexation petition to state Top Dog Realty LLC on the annexation petition rather than Century Bound Utah; and

WHEREAS, On January 8, 2020, the owners of said real property (petitioners) Top Dog Realty LLC. filed an amended petition with the city recorder 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 16th day of January, 2020.

HYRUM CITY

BY: Stephanie Miller
Stephanie Miller
Mayor

ATTEST

Stephanie V. Lucke
Stephanie V. Lucke
City Recorder

PETITION FOR ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF HYRUM CITY, CACHE COUNTY, STATE OF UTAH:

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Hyrum City hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA);

2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City;

3. That the signatures affixed hereto are those of the owners of private real property that:

- a. is located within the area proposed for annexation;
- b. covers a majority of the private land area within the area proposed for annexation;
- c. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
- d. covers 100% of the private land area within the area proposed for annexation if the area is within:
 1. an agriculture protection area created under Title 17, Chapter 41, Agriculture, Industrial, or Critical Infrastructure Materials Protection Area; or
 2. a migratory bird protection area created under Title 23, Chapter 28, Migratory Bird Production Area.
- e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
- f. is described as follows:

A PART OF NORTHWEST AND SOUTHWEST QUARTER SECTION 31 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE CORPORATE LIMITS LINE OF HYRUM CITY LOCATED NORTH 38°44'28" EAST 2988.38 FEET; FROM THE SOUTH QUARTER OF SAID SECTION THENCE NORTH 1°07'52" EAST 886.78 FEET; THENCE SOUTH 89°36'00" EAST 523.46 FEET; THENCE SOUTH 2°32'54" WEST 894.43 FEET; TO A POINT ON SAID CORPORATE LIMITS LINE THENCE NORTH 88°47'24" WEST 501.30 FEET; ALONG SAID LINE IN THE CENTER OF 4600 SOUTH STREET TO POINT OF BEGINNING. CONTAINING 10.00 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 Heavy Manufacturing M-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.

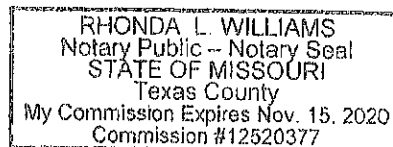
WHEREFORE, the Petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED this 6th day of January, 2020.

CONTACT SPONSOR INFORMATION:

Drew Honeycutt
Owner/Chief Marketing Officer
Top Dog Realty LLC
PO Box 590
Cabool, MO 65689
(417) 254-1988

Drew Honeycutt
Signature:
Rhonda Williams
Witness:



ANNEXATION

SPONSORS:

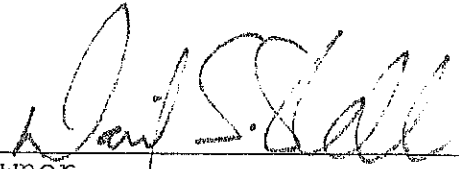
Parcel #: 03-055-0023

Acres: 10 acres

Total: 10 acres

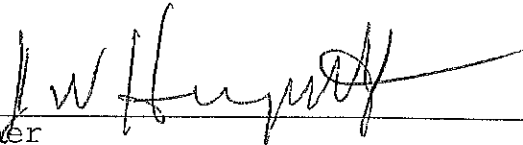
OWNERS NAMES AND ADDRESS:

David Shelton
CEO/ President
Top Dog Realty LLC
PO Box 590
Cabool, MO 65689



Owner

JW Honeycutt
Chair of the Board
Top Dog Realty LLC
PO Box 590
Cabool, MO 65689



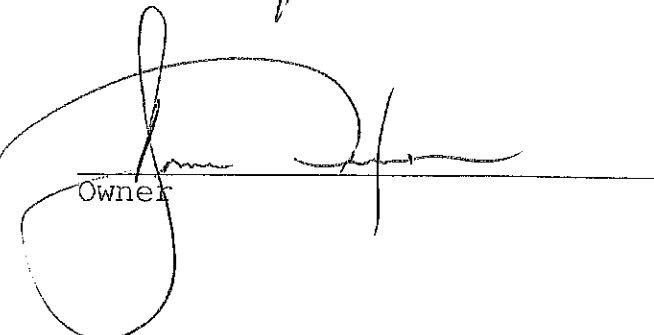
Owner

Drew Honeycutt
Chief Marketing Officer
Top Dog Realty LLC
PO Box 590
Cabool, MO 65689



Owner

Jim Dixon
Chief Operating Officer
Top Dog Realty LLC
PO Box 590
Cabool, MO 65689



Owner



HYRUM CITY

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

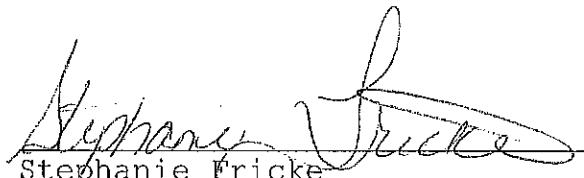
Stephanie Miller, Mayor
Council Members
Stephen G. Adams
Kathy Bingham
Jared L. Clawson
Paul C. James
Craig L. Rasmussen
City Administrator
Ron W. Salvesen
Recorder
Stephanie B. Fricke
Treasurer
Todd Perkins

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, November 19, 2019 and signed by Drew Honeycutt of Century Bound Utah together with the annexation plat map pertaining thereto, was delivered to me personally by Alan Thornley this 19th day of November, 2019, at the Hyrum City Office, 60 West Main, Hyrum, Utah.

On January 2, 2019 the Hyrum City Council was unable to certify the annexation petition due to different company names shown on annexation petition as to actual ownership shown by Cache County Recorder's Office. Hyrum City Council authorized Century Bound Utah to correct the annexation petition to state Top Dog Realty LLC on the annexation petition rather than Century Bound Utah.

On January 8, 2020, I Stephanie Fricke, duly appointed and acting recorder for Hyrum City, Cache County, State of Utah, hereby certify that a corrected Petition for Annexation attached hereto, January 6, 2020 signed by Drew Honeycutt and others of Top Dog Realty LLC together with the annexation plat map pertaining thereto, was delivered to me personally by Alan Thornley this 8th day of January, 2020, at the Hyrum City Office, 60 West Main, Hyrum, Utah.


Stephanie Fricke
Hyrum City Recorder

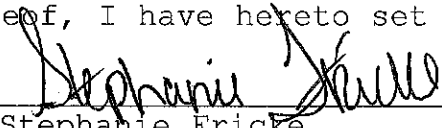
CERTIFICATE OF POSTING

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 5TH day of March, 2020, 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 25th day of March, 2020 in Hyrum City, did post the attached Ordinance in a likely manner in each of three public places as follows:

Hyrum Civic Center	60 W. Main	Hyrum, Utah
Ridley's Grocery Store	780 E. Main	Hyrum, Utah
Hyrum Library	50 W. Main	Hyrum, Utah

In witness whereof, I have hereto set my hand this 25th day of March, 2020.



Stephanie Fricke
City Recorder

(SEAL) Ordinance 20-02

An ordinance amending the municipal zoning map and annexing certain real property and extending the corporate limits of Hyrum City, Utah (WDT Annexation).