

ORDINANCE 19-09

800 EAST HYRUM CITY ANNEXATION (CACHE COUNTY CORPORATION ANNEXATION - CACHE COUNTY AND LAGRANDE JOHNSON CONSTRUCTION 84.108 ACRES).

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

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

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

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

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

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

WHEREAS, on August 15, 2019, 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 September 19, 2019 held the required public hearing after giving notice as required by law, and has determined annexation of said property is appropriate and desirable.

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

AN ORDINANCE AMENDING THE MUNICIPAL ZONING MAP AND ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF HYRUM CITY, UTAH (800 EAST HYRUM CITY ANNEXATION - CACHE COUNTY CORP 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 THE SOUTH HALF OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HYRUM CITY, CACHE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N. 00°02'40"W. 1326.56 FEET ALONG THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE N.89°53'30"E. 2524.15 FEET TO THE BROW OF A HILL; THENCE ALONG SAID BROW THE FOLLOWING FIVE (5) COURSES: (1) S.24°14'54"E. 99.02 FEET; (2) S.36°47'47"E. 182.95 FEET; (3) S.22°53'01"E. 197.01 FEET; (4) S.30°37'47"E. 199.85 FEET; (5) S.47°30'33"E. 76.86 FEET; THENCE S.89°29'53"W. 185.78 FEET; THENCE S.00°28'49"W. 310.44 FEET; THENCE N.89°29'53"E. 126.33 FEET TO THE EXISTING NIBLEY CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) N.89°29'53"E. 41.68 FEET; (2) S.00°28'44"W. 23.91 FEET; THENCE S.00°28'44"W. 350.78 FEET; THENCE S.89°54'33"W. 126.55 FEET TO THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) S.89°54'33"W. 128.70 FEET; (2) S.89°55'26"W. 2629.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 84.108 ACRES MORE OR LESS.

SECTION 3. That the real property described in Section 2 above shall be zoned Manufacturing M-2 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 3<sup>rd</sup> day of October, 2019.

HYRUM CITY

BY: \_\_\_\_\_  
Stephanie Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Fricke  
City Recorder

Posted:





## CACHE COUNTY ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of October, 2019, by and between Hyrum City, a Utah municipal corporation, and Cache County Corporation, a Utah county corporation that owns land adjacent to the municipal limits of Hyrum City, and sponsor of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of fifty-eight and 24/100 61/100 (58.24) acres of real property, which property bears Cache County Tax Number 03-066-0022 and 03-066-0044 and is more particularly described hereafter; and

WHEREAS, on July 15, 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 July 18, 2019, said petition was accepted by Resolution 19-15 of the Hyrum City Council; and

WHEREAS, on August 15, 2019, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on September 19, 2019, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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

03-066-0022 - SIT IN SW/4 SEC 34 T 11N R 1E CONT 20.31 AC

03-066-0044 - PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN CACHE COUNTY, UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION;THENCE S89°54'33"W 2374.65 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING;THENCE S89°54'33"W 255.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;THENCE S89°55'26"W 1107.12 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE SOUTHEAST PROPERTY CORNER OF CACHE COUNTY, DESCRIBED BY THE DEED RECORDED IN ENTRY 390753;THENCE N0°36'52"W 1327.47 FEET ALONG THE EAST LINE OF SAID COUNTY PROPERTY TO THE SOUTH SIXTEENTH LINE OF SAID SECTION;THENCE N89°53'30"E 1014.75 FEET ALONG SAID SIXTEENTH LINE TO A REBAR WITH STEVEN EARL CAP ON THE BROW OF A HILL;THENCE ALONG SAID BROW THE FOLLOWING FIVE COURSES, THE END OF EACH COURSE BEING MONUMENTED BY A REBAR WITH STEVEN EARL CAP: 1. S24°14'54"E 99.02 FEET; 2. S36°47'47"E 182.95 FEET; 3. S22°53'01"E 197.01 FEET; 4. S30°37'47"E 199.85 FEET; 5. S47°30'33"E 76.86 FEET TO THE NORTH PROPERTY LINE OF NIBLEY CITY, DESCRIBED BY THE DEED RECORDED IN ENTRY 1022631;THENCE S89°29'53"W 185.78 FEET ALONG TO THE NORTHWEST PROPERTY CORNER OF NIBLEY CITY;THENCE S0°28'49"W 310.44 FEET TO THE SOUTHWEST PROPERTY CORNER OF NIBLEY CITY;THENCE N89°29'53"E 168.01 FEET TO THE SOUTHEAST PROPERTY CORNER OF NIBLEY CITY;THENCE S0°28'44"W 374.69 FEET ALONG A FENCE TO THE POINT OF BEGINNING. CONTAINING 37.93 ACRES, MORE OR LESS

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

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

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

Hyrum City'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. The Hyrum City Council has agreed to accept 11 acre feet of water upon annexation with the condition that if more than 11 acre feet of water is used annually, Cache County 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. NIBLEY GROUND WATER PROTECTION.** Since subject property includes part of Nibley City's culinary water source protection zone, care must be exercised to protect the recharge area from potential contamination. Kilgore hereby agrees to connect rest rooms and other facilities producing domestic waste to Hyrum City's municipal wastewater collection/treatment system, as well as complete the required analysis of potential groundwater contamination from storm water runoff and spills of harmful materials associated with use of the property, including the fuel island repair facilities, equipment storage area, paved and unpaved parking lots, etc., and to take such precautions and adopt such BMP's as indicated by the study and all applicable federal, state, and local laws.

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

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

Applicant and/or developers of the site will be responsible to install culinary water mains extending from a point of junction with the main line to the property at a size and depth to be specified by the City necessary to serve future development. Applicant and/or developers are required to extend the main line (in accordance with the development plan and as approved by Hyrum City's engineer) to adjoining property line(s) of the applicant and/or developer's property for future connection to the utility.



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

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

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

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

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

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

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

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

applicant and/or developer's property for future connection to the utility.

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

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

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

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

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

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

**12. TRANSPORTATION.** Applicant and/or developers of the site will be required to have ingress/egress access permit from Utah Department of Transportation (UDOT). 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. But Hyrum City will not own or maintain roads and continue to remain privately owned.

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

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

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

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

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

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

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

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

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

HYRUM CITY

By \_\_\_\_\_  
Stephanie Miller  
Mayor

Attest:

\_\_\_\_\_  
Stephanie Fricke  
City Recorder

APPLICANT:

\_\_\_\_\_  
Craig Buttars  
Cache County Executive

\_\_\_\_\_  
Josh Runhaar  
Cache County Director of  
Development Services

Witness:

\_\_\_\_\_  
Janeen Allen  
Cache County

## **ANNEXATION AGREEMENT**

This ANNEXATION AGREEMENT (this "Agreement"), entered into and effective as of October \_\_\_\_, 2019 (the "Effective Date"), is made between Hyrum City, a Utah municipal corporation ("Hyrum") and Kilgore Companies, LLC, a Utah limited liability company ("Kilgore"). Hyrum and Kilgore are sometimes collectively referred to as the "Parties" and individually as "Party."

### **RECITALS**

WHEREAS, Kilgore is the owner of approximately twenty four and eighty-four/hundredth acres (24.84 Acres of real property Parcel ID #03-066-0027 which parcels are more particularly described hereafter (the "Property");

WHEREAS, Kilgore desires to approve and allow Hyrum to annex the Property and Hyrum desires to annex the Property and provide services and other benefits to Kilgore pursuant to the terms of this Agreement; and

WHEREAS, on July 15, 2019, Cache County and Kilgore filed a petition and map pursuant to the requirements of Utah Code Annotated § 10-2-403, requesting annexation of the Property into the municipal limits of Hyrum City (the "Petition") along with property owned by Cache County Corporation #03-066-0022 - 20.31 acres, and #03-066-0044 - 37.93 acres and Kilgore #03-066-0027 - 24.84 acres which each individual party has it's own annexation agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the above recitals, which are incorporated into and made a part of this Agreement, the Parties agree as follows:

### **AGREEMENT**

1. **Property.** The Property of this Agreement is described as follows:

BEG AT PT IN E R/W OF ST HWY & THE N LN OF SW/4 OF SW/4 OF SEC 34 T 11N R 1E BEING N 1334.94 FT & E 56.43 FT FROM SW COR OF SD SEC & TH E 808.5 FT TH S 1320 FT TH W 818.23 FT TO E LN SD HWY TH N

0\*15' E 751 FT TH N 0\*48' E 584 FT TO BEG CONT 24.99 AC LESS:  
PARCEL TO UDOT FOR HWY 165 IN BK 1125 PG 632 CONT 0.15 AC NET 24.84  
AC

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

3. **Zoning.** Zoning of the Property shall be Manufacturing M-2, and shall include such uses as concrete production, mining, and asphalt production. The effectiveness of this Agreement and the responsibilities of the parties hereunder are subject to the requirement that the Property be able to retain "green-belt" status.

4. **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.

5. **Nibley Ground Water Protection.** Since subject property includes part of Nibley City's culinary water source protection zone, care must be exercised to protect the recharge area from potential contamination. Kilgore hereby agrees to connect rest rooms and other facilities producing domestic waste to Hyrum City's municipal wastewater collection/treatment system, as well as complete the required analysis of potential groundwater contamination from storm water runoff and spills of harmful materials associated with use of the property, including the fuel island repair facilities, equipment storage area, paved and unpaved parking lots, etc., and to take such precautions and adopt such BMP's as indicated by the study and all applicable federal, state, and local laws.

6. **Water.** Kilgore shall not be required to deed water rights to Hyrum as part of this annexation. Kilgore shall retain their irrigation water rights for agriculture, processing, and dust suppression on the property. Even though irrigation water rights will not be transferred to Hyrum at this time, it is understood that if and when the property becomes the subject of a development project proposal the development would need to comply with any water dedication requirements at that time.

7. **Waiver.** No failure by any Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon breach thereof, shall constitute a waiver of any breach of this Agreement.

8. **Binding Effect.** Each Party is bound by this Agreement and any person or corporation, partnership or other entity which succeeds to a Party's rights and responsibilities is also bound.

9. **Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action to enforce or interpret this Agreement shall be brought exclusively in the federal or state courts located in Salt Lake County, Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts.

10. **Attorneys' Fees.** If any Party incurs any legal fees or costs and expenses in any proceeding to enforce the terms of this Agreement or any of its rights provided hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and any court, arbitration, mediation, or other litigation expenses from the non-prevailing Party.

11. **Construction.** The headings appearing in this Agreement have been inserted for the purposes of convenience and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against any Party regardless of which Party is more responsible for its preparation.

12. **Entire Agreement.** This Agreement sets forth the entire and complete understanding and agreement between the Parties regarding the subject matter hereof and supersedes any and all other prior agreements or discussions, whether oral, written, electronic or otherwise, relating to the subject matter hereunder. Any additions or modifications to this Agreement must be made in writing and signed by an authorized representative of each Party. The Parties acknowledge and agree that they are not relying upon any representations or statements made by any other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent that such representations are expressly set forth herein.

13. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart are upon the same instrument, and all signed counterparts shall be deemed to be an original. An electronic (pdf)

or faxed copy of the signatures on this Agreement shall be effective.

IN WITNESS WHEREOF, the Parties hereto have caused this Annexation Agreement to be executed effective as of the Effective Date.

KILGORE:

HYRUM:

KILGORE COMPANIES, LLC

HYRUM CITY

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name: Stephanie Miller

Its:\_\_\_\_\_

Its: Mayor





# 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

## NOTICE OF PUBLIC HEARING

The Hyrum City Council will hold a public hearing, Thursday, September 19, 2019, in response to a petition filed by Cache County Corp., and LeGrand Johnson Construction Co., 84.108 acres more or less of real property, located at approximately 400 North to 600 North between Highway 165 and 1200 East.

Said hearing will be held at 6:30 p.m. in the City Council Chambers, 60 West Main, Hyrum, Utah. A copy of the complete description of the property may be reviewed at the Hyrum City Office, 60 West Main, weekdays, between the hours of 8:00 a.m. and 5:00 p.m. or at [www.hyrumcity.org](http://www.hyrumcity.org).

Stephanie Fricke  
City Recorder

Publication Date: September 10, 2019

Utah State Code 10-2-407

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 15, 2019 a petition proposing the annexation of real property located between approximately 400 North to 600 North between Highway 165 and 1200 East approximately 84.108 acres has been filed by Cache County Corporation and LeGrand Johnson Construction Co.
- 2 On July 18, 2019, the Hyrum City Council approved Resolution 19-15 accepting the Petition to be further considered and authorizing the Petition to be certified.
3. On August 15, 2019, 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 THE SOUTH HALF OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HYRUM CITY, CACHE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N. 00°02'40"W. 1326.56 FEET ALONG THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE N.89°53'30"E. 2524.15 FEET TO THE BROW OF A HILL; THENCE ALONG SAID BROW THE FOLLOWING FIVE (5) COURSES: (1) S.24°14'54"E. 99.02 FEET; (2) S.36°47'47"E. 182.95 FEET; (3) S.22°53'01"E. 197.01 FEET; (4) S.30°37'47"E. 199.85 FEET; (5) S.47°30'33"E. 76.86 FEET; THENCE S.89°29'53"W. 185.78 FEET; THENCE S.00°28'49"W. 310.44 FEET; THENCE N.89°29'53"E. 126.33 FEET TO THE EXISTING NIBLEY CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) N.89°29'53"E. 41.68 FEET; (2) S.00°28'44"W. 23.91 FEET; THENCE S.00°28'44"W. 350.78 FEET; THENCE S.89°54'33"W. 126.55 FEET TO THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) S.89°54'33"W. 128.70 FEET; (2) S.89°55'26"W. 2629.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 84.108 ACRES MORE OR LESS.

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 Monday, September 16, 2019.
7. If no protests are received, the Hyrum City Council will hold a public hearing on Thursday, September 19, 2019 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

  
Stephanie Miller  
Mayor

Publication dates: August 17, 24, and 31, 2019

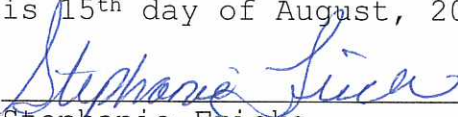
CERTIFICATION OF ANNEXATION PETITION  
AND NOTICE TO CITY COUNCIL  
CONTACT SPONSOR AND  
CACHE COUNTY COUNCIL

STATE OF UTAH     )  
                              : SS.  
County of Cache )

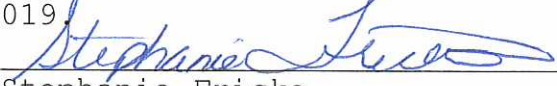
I, Stephanie Fricke, the duly appointed and acting City Recorder of Hyrum City, Cache County, Utah, do hereby certify that I did, on July 15, 2019, receive the Petition for Annexation and attached Plat which was filed with the city by contact sponsor Josh Runhaar, which Petition was accepted by the Hyrum City Council for further consideration pursuant to Section 10-2-405, Utah Code Annotated, 1953 as amended, by Resolution 19-15 adopted and passed by the City Council on July 18, 2019.

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 Josh Runhaar, 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 15<sup>th</sup> day of August, 2019.

  
Stephanie Fricke  
City Recorder

The foregoing Certification was given to the Hyrum City Council on August 15th, 2019.

  
Stephanie Fricke  
City Recorder

  
Stephanie Miller  
Mayor



# 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

August 16, 2019

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 several parcels of land belonging to Cache County Corporation, and LaGrande Johnson Construction (to be known as the 800 East Cache County Annexation) more specifically described as follows:

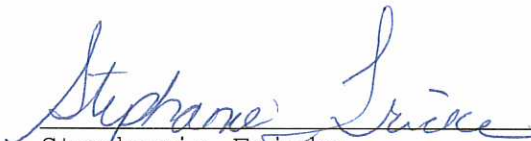
A PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HYRUM CITY, CACHE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N.  $00^{\circ}02'40''$ W. 1326.56 FEET ALONG THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE N.  $89^{\circ}53'30''$ E. 2524.15 FEET TO THE BROW OF A HILL; THENCE ALONG SAID BROW THE FOLLOWING FIVE (5) COURSES: (1) S.  $24^{\circ}14'54''$ E. 99.02 FEET; (2) S.  $36^{\circ}47'47''$ E. 182.95 FEET; (3) S.  $22^{\circ}53'01''$ E. 197.01 FEET; (4) S.  $30^{\circ}37'47''$ E. 199.85 FEET; (5) S.  $47^{\circ}30'33''$ E. 76.86 FEET; THENCE S.  $89^{\circ}29'53''$ W. 185.78 FEET; THENCE S.  $00^{\circ}28'49''$ W. 310.44 FEET; THENCE N.  $89^{\circ}29'53''$ E. 126.33 FEET TO THE EXISTING NIBLEY CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) N.  $89^{\circ}29'53''$ E. 41.68 FEET; (2) S.  $00^{\circ}28'44''$ W. 23.91 FEET; THENCE S.  $00^{\circ}28'44''$ W. 350.78 FEET; THENCE S.  $89^{\circ}54'33''$ W. 126.55 FEET TO THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) S.  $89^{\circ}54'33''$ W. 128.70 FEET; (2) S.  $89^{\circ}55'26''$ W. 2629.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 84.108 ACRES MORE OR LESS.

The Hyrum City Council received the Notice of Certification on August 15, 2019. 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 September 16, 2019. 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](mailto:sfricke@hyrumcity.com).

  
Stephanie Fricke  
City Recorder

cc: Cache County  
Cache County School District  
Cache County Mosquito Abatement District  
Cache Valley Transit District



RESOLUTION 19-15

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 (*Cache County Annexation - Cache County and LaGrande Johnson Construction 84.108 acres*).

WHEREAS, on July 15, 2019, the owners of certain real property (petitioners) filed a petition with the city recorder of Hyrum City, Cache County, State of Utah requesting that such property be annexed to the corporate boundaries of Hyrum City; and

WHEREAS, said petition contains the signatures of the owners of private real property that is: 1) located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; 3) covers 100% of 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

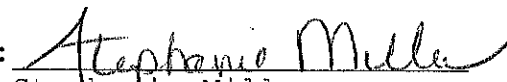
WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended.

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.

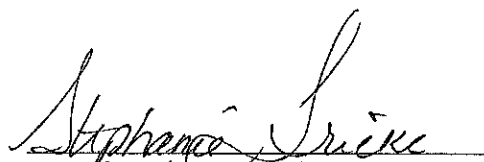
BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 18<sup>th</sup> day of July,  
2019.

HYRUM CITY

BY:   
Stephanie Miller  
Mayor

ATTEST:

  
Stephanie Fricke  
City Recorder



PETITION FOR ANNEXATION.

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

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

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (UCA);
2. That the property subject to this petition is a contiguous, unincorporated area contiguous to the boundaries of Hyrum City;
3. That the signatures affixed hereto are those of the owners of private real property that:
  - a. is located within the area proposed for annexation;
  - b. covers a majority of the private land area within the area proposed for annexation;
  - c. covers 100% of rural real property as that term is defined in Section 17B-2a-1107 within the area proposed for annexation;
  - d. covers 100% of the private land area within the area proposed for annexation if the area is within:
    1. an agriculture protection area; or
    2. a migratory bird protection area; and
  - e. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation;
  - f. is described as follows:

A PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HYRUM CITY, CACHE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N. 00°02'40"W. 1326.56 FEET ALONG THE EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE N.89°53'30"E. 2524.15 FEET TO THE BROW OF A HILL; THENCE ALONG SAID BROW THE FOLLOWING FIVE (5) COURSES: (1) S.24°14'54"E. 99.02 FEET; (2) S.36°47'47"E. 182.95 FEET; (3) S.22°53'01"E. 197.01 FEET; (4) S.30°37'47"E. 199.85 FEET; (5) S.47°30'33"E. 76.86 FEET; THENCE S.89°29'53"W. 185.78 FEET; THENCE S.00°28'49"W. 310.44 FEET; THENCE N.89°29'53"E. 126.33 FEET TO THE EXISTING NIBLEY CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) N.89°29'53"E. 41.68 FEET; (2) S.00°28'44"W. 23.91 FEET; THENCE S.00°28'44"W. 350.78 FEET; THENCE S.89°54'33"W. 126.55 FEET TO THE

EXISTING HYRUM CITY CORPORATE LIMIT LINE; THENCE ALONG SAID NIBLEY CITY CORPORATE LIMIT LINE THE FOLLOWING TWO (2) COURSES: (1) S.89°54'33"W. 128.70 FEET; (2) S.89°55'26"W. 2629.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 84.108 ACRES MORE OR LESS.

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 M2-Heavy Manufacturing.
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 \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Parcel Number	Acres	Parcel Owner
03-066-0027	24.84	LeGrand Johnson Construction Co
03-066-0022	20.31	Cache County Corp
03-066-0044	37.93	Cache County Corp
Remainder (roads)	1.028	Utah Department of Transportation
Total	84.108	

CONTACT SPONSOR INFORMATION:

Parcel #: 03-066-0022, 0044

Acres: 58.24

Names of all current parcel owners on record: Cache County Corp, LeGrand Johnson Construction Co.

Name: [Signature]  
Signature

Witness: [Signature]  
Signature

Name: Josh Runhaar  
Please Print

Name: JANEEN ALLEN  
Please Print

Telephone# 435-755-1640  
Mailing Address: 179 N Main Ste 305  
Logan UT 84321

Telephone #: 435-755-1850

Contact Sponsor  
Phone Number 435-755-1640

Cache County Corp.  
199 North Main  
Logan UT, 84321

[Signature]  
Sponsor

Legrand Johnson Construction  
Company

Sponsor

Sponsor

Sponsor

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Petitioner

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Petitioner

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Petitioner

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Petitioner

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Petitioner

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Petitioner

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Petitioner

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A PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 1 EAST, SALT LAKE BASIN AND MERIDIAN, HTRUM CITY, CACHE COUNTY, UTAH

I, DAVID A. STRONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 33158 IN THE STATE OF IOWA. I FURTHER CERTIFY THAT BY AUTHORITY OF THE COMMISSION, A LOCAL ENTRY PLAT WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW. I HEREBY STATE THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND TO BE ADDED INTO MORGAN CITY, CASCADIA COUNTY, IOWA.

Q&A STORE PLS

A PART OF THE SOUTH END OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 7 EAST, SALT LAKE BASIN AND MORGAN, HERRIN CITY, COCONA COUNTY, UTAH, DESCRIBED AS FOLLOWS:

[illegible]

IT IS TO BE EMPHASIZED THAT THE HARBOR CITY CHURCH WAS OWNED BY MEMBERS POSEY & HARRISON. MEMBERS COLLECTED THE MONIES FROM MEMBERS CONTRIBUTING THE SAME. THE MONIES WERE DEPOSITED IN THE BANK OF THE CITY OF NEW YORK AND THE MONIES WERE USED TO PURCHASE THE LANDS IN NEW YORK CITY. THE MONIES WERE USED TO PURCHASE THE LANDS IN NEW YORK CITY. THE MONIES WERE USED TO PURCHASE THE LANDS IN NEW YORK CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ 1973

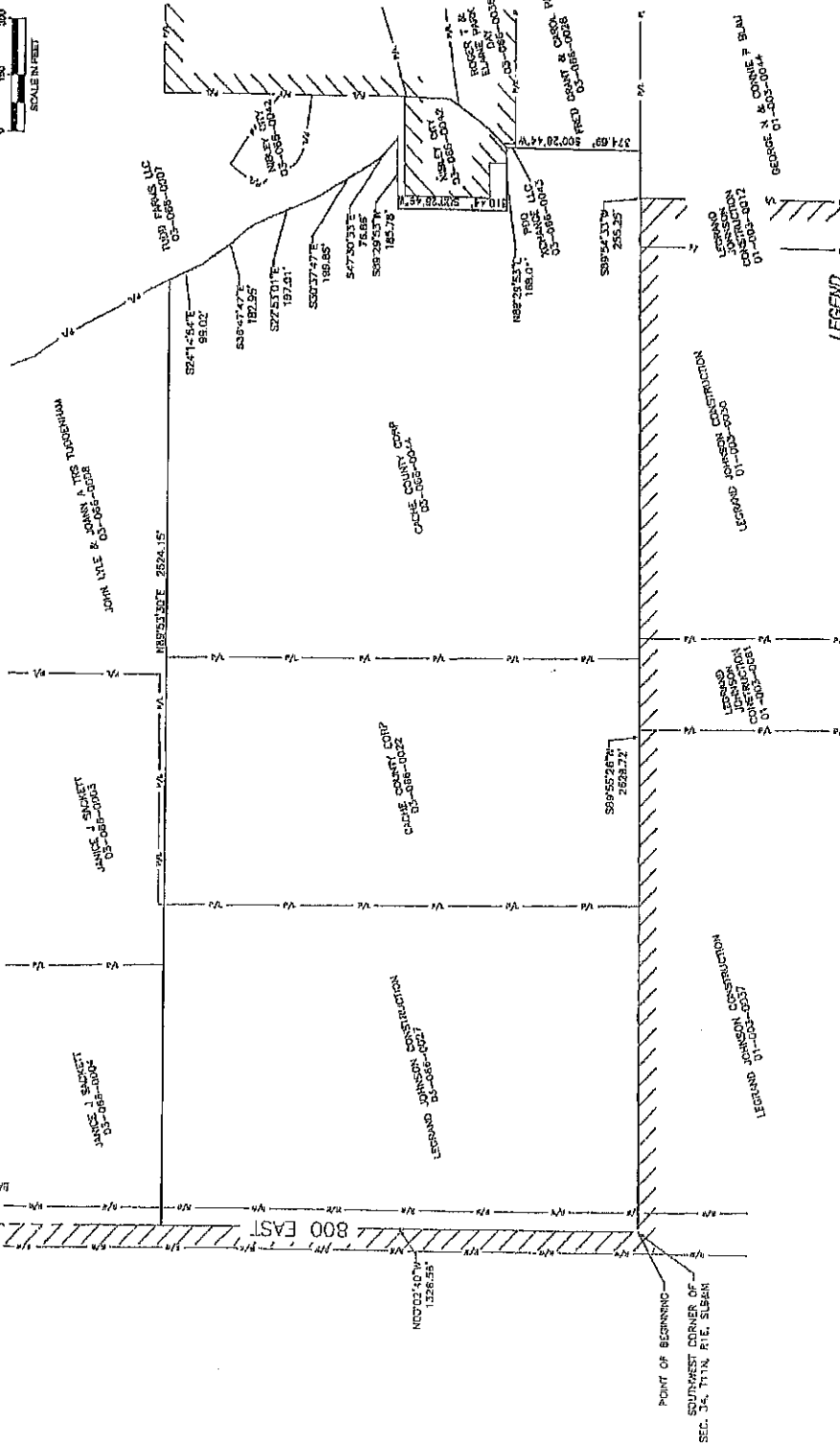
CELESTY THAT THIS OFFICE HAS EXAMINED THIS PLAY AND  
FOUND IT TO BE THE RESEMBLANCE OF A TRAIL LOCAL  
NITY PLAY.

**CLARK COUNTY DEPUTY SHERIFF**

PRINT NO. \_\_\_\_\_ FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2019 AT \_\_\_\_\_ IN BOOK \_\_\_\_\_

\_\_\_\_\_

16



1997

EXISTING HYDRA CITY LOTS

EXISTING RIGHT BY COMPANY, LLC

— 14 — PROPERTY LINE

— 14 — PROPERTY LINE



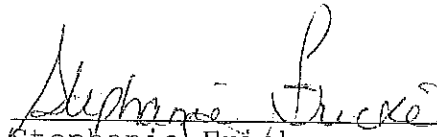
# HYRUM CITY

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 15, 2019 and signed by Josh Runhaar with Cache County Corp., and Kilgore Companies (LeGrand Johnson Construction) together with the annexation plat map pertaining thereto, was delivered to me personally by Zan Murray with JUB Engineer Contact Sponsor for said Annexation this 15<sup>th</sup> day of July, 2019, at the Hyrum City Office, 60 West Main, Hyrum, Utah.

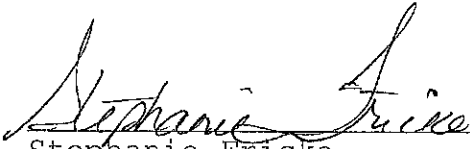
  
Stephanie Fricke  
Hyrum City Recorder

CERTIFICATE

STATE OF UTAH            )  
                              :ss  
COUNTY OF CACHE        )

I, Stephanie Fricke duly appointed and acting City Recorder for Hyrum City, Cache County, State of Utah, do hereby certify that the foregoing is a true copy of a Resolution duly adopted and passed by the City Council of Hyrum City, Utah, at a regular meeting thereof, held the this 18<sup>th</sup> day of July, 2019 which appears of record in the City Recorder's office. I further certify that a quorum was present and acting throughout said meeting and that this Resolution is in full force and effect in the form so adopted and that it has not been subsequently modified, amended or rescinded.

In witness whereof, I have hereto set my hand this 19<sup>th</sup> day of July, 2019.

  
Stephanie Fricke  
City Recorder

(SEAL)

Resolution 19-15

A resolution accepting a petition for annexation of certain real property under the provisions of section 10-2-4015, Utah Code annotated, 1953, as amended (Cache County Annexation - Cache County and LaGrande Johnson Construction 84.108 acres).