



W3248242

ANNEXATION

E# 3248242 PG 1 OF 24

LEANN H KILTS, WEBER CTY. RECORDER
01-AUG-22 10:29 AM FEE \$.00 DC
REC FOR: MARRIOTT-SLATERVILLE

ANNEXATION TO: MARRIOTT - SLATERVILLE

ORDINANCE NO. 2022-05

RECORDED FOR: MARRIOTT - SLATERVILLE

RECORDING FEE: NONE

NW 114 23
NE 114 22
SW 114 14

SEC. SE 1/4 15 TOWNSHIP 6N RANGE 2W

BOOK 93 PAGE 79

- 15-061-0047
 - 15-061-0049
 - 15-061-0048
 - 15-060-0085
 - 15-060-0087
 - 15-060-0124
 - 15-060-0104
 - 15-060-0125
 - 15-060-0024
- 15-041-0008
 - 15-041-0010

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation for the MARRIOTT-SLATERVILLE CITY ORDINANCE NO. 2022-05 ANNEXATION, located in MARRIOTT-SLATERVILLE CITY, dated July 27, 2022, complying with Section §10-2-425, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the MARRIOTT-SLATERVILLE CITY ORDINANCE NO. 2022-05 ANNEXATION, located in WEBER COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 27th day of July, 2022 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

**MARRIOTT-SLATERVILLE CITY
ORDINANCE 2022-05**

ANNEXATION

**AN ORDINANCE OF MARRIOTT-SLATERVILLE CITY, UTAH,
ACTING ON A PETITION FOR ANNEXATION OF CERTAIN
UNINCORPORATED REAL PROPERTY IN ACCORDANCE WITH
TITLE 10, CHAPTER 2, PART 4, *UTAH CODE ANNOTATED*, 1953 AS
AMENDED; ADOPTING AN ANNEXATION AGREEMENT; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Marriott-Slaterville City (the “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Title 10, Chapter 2, Part 4 of the *Utah Code Annotated* provides the process of annexation of unincorporated area into a municipality by a petition for the same;

WHEREAS, the City received an Intent to File Annexation Petition from Pat Burns (the “Petitioner”) on or about March 15, 2022, and an Annexation Petition on or about March 15, 2022, requesting annexation of certain real property located in an unincorporated area contiguous to the present boundaries of the City be annexed into the City;

WHEREAS, said petition contains the signature of owners of private real property that is: 1) located within the City’s area proposed for annexation; 2) covers a majority of the private land areas within the area proposed for annexation; and 3) is equal in value to at least one-third (1/3) of the value of all the private real property within the area proposed for annexation;

WHEREAS, the petition was accompanied by an accurate map, prepared by a licensed surveyor, of the area proposed for annexation;

WHEREAS, the City Recorder issued a Certified Petition in accordance with *Utah Code Annotated*, §10-2-406, 1953, as amended, and notice was duly provided of the same;

WHEREAS, the City Council held its Public Hearing on the Certified Petition on May 19, 2022, after publication of the required notice;

WHEREAS, the City and Petitioner negotiated an Annexation Agreement that is attached;

WHEREAS, no valid timely protests have been filed and the City Council now desires to act on said Certified Petition;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Marriott-Slaterville City, Weber County, State of Utah, as follows:

Section 1. Findings.

The City Council hereby finds as follows:

1. That this Annexation Petition was duly filed with and accepted by the City.
2. That this Annexation Petition conforms to the Annexation Policy Plan adopted by the City.
3. That this Annexation Petition was duly certified by the City Recorder as provided by state law.
4. That all notices have be properly posted or otherwise given.
5. That no valid protest has been filed in accordance with state law.
6. That the City Council held the required Public Hearing in accordance with state law.
7. That the City Council is the Legislative Body of the City with authority to approve this Annexation in the form of this Ordinance and any associated documents, including the Annexation Plat.

Section 2. Annexation Approved.

In accordance with *Utah Code Annotated* §10-2-407(3)(b)(I), 1953 as amended, the area that is the subject of the annexation petition as provided in the Annexation Plat attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby annexed as part of Marriott-Slaterville City.

Section 3. Annexation Agreement.

The Annexation Agreement attached hereto as Exhibit “B” and incorporated herein by this reference is hereby adopted to govern this annexation.

Section 4. Zoning Designation.

The Zone is designated as specified in the Annexation Agreement, and subject to the terms set forth in the Municipal Code and the Annexation Agreement.

Section 5. Annexation Finalization.

Staff is hereby authorized and directed to comply with the requirements of *Utah Code Annotated* §10-2-425, 1953 as amended, to finalize this annexation. The Mayor is hereby authorized to execute any instruments associated with this annexation or to effectuate the same on behalf of the City Council.

Section 6: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 7. Effective Date.

The effective date of this annexation is in accordance with the requirements established by *Utah Code Annotated* §10-2-425, 1953 as amended.

(Remainder of this page left blank intentionally, and signature appear on the following page)

PASSED AND ADOPTED by the City Council on this 19 day of May, 2022.

Dennis Illum
DENNIS ILLUM, President,
Marriott-Slaterville City Council

PRESENTED to the Mayor this 25 day of May, 2022.
APPROVAL of the Mayor granted this 25 day of May, 2022.

Scott Van Leeuwen
SCOTT VAN LEEUWEN, Mayor

ATTEST:

Dana Spencer
City Recorder

RECORDED this 25 day of May, 2022.
PUBLISHED OR POSTED this 25 day of May, 2022.

City Council Roll Call Vote:

	Yes	No
Mr. Slater	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Christoffersen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mrs. Holley	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Smout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Illum	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Marriott-Slaterville City, hereby certify that the foregoing Ordinance was duly passed and published or posted at: 1) City Hall, 2) Chevron 400 North, and 3) America First 12th Street on the above referenced dates.

Dana Spencer
City Recorder

DATE: May 24, 2022

EXHIBIT “A”

EXHIBIT “B”

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into as of the date set forth on the signature page, by and between SPB VENTURES I, LLC, a Utah limited liability company (“Developer”) and MARRIOTT-SLATERVILLE CITY, a municipality and political subdivision of the State of Utah (“City”). Developer and City may be referred to herein individually as a “Party” or collectively, as the “Parties”.

RECITALS

- A. The Developer is the fee title owner of approximately 83 acres of land located in and consistent with the Annexation Policy Plan of the City;
- B. Weber County Parcel Numbers: 150610049, 150600125, 150600124, 150610046, 150610084, and 150610085 constitute the Real Property (“Property”) subject to this Agreement;
- C. The Developer duly filed an Annexation Petition (“Petition”) to the City for consideration by the City Council, and the City Council accepted said Petition which was subsequently certified by the City Recorder;
- D. The Petition is consistent with the Annexation Policy Plan adopted by the City;
- E. The Developer and City desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;
- F. The area to be annexed is set forth in the Annexation Plat is attached hereto as Exhibit “A” and incorporated by this reference, which includes additional area consistent with the Annexation Policy Plan so as to leave no area as a peninsula or island in accordance with State Law;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Developer and City hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.

1.1. “Zone” means the land use designation for the area to be annexed.

1.2. “Development” means the overall plans for the Property to form a cohesive residential and commercial development in the greater community. The Development may name the Development.

1.3. “Property” means those certain parcels of land cumulative acres identified as Weber County Parcel Numbers: 150610049, 150600125, 150600124, 150610046, 150610084, and 150610085.

2. **Conditions Precedent**

2.1. City Council Approval Required. This Agreement shall be approved in conjunction with the City Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation as shown on the Annexation Plat.

2.2. Restrictions of Use. Developer and City agree to restrict the uses of the Development as provided in this Agreement as applied by the land use regulations adopted by the City governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

3. Preliminary Provision

3.1. Property Affected by this Agreement. Except where otherwise noted, the Property to which this Agreement specifically applies is identified as Weber County Parcel Numbers: 150610049, 150600125, 150600124, 150610046, 150610084, and 150610085. The annexation of any additional properties in Exhibit "A" as part of the annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor are other parcels or properties annexed in conjunction with the Property subject to this Agreement excepted as such is Zoned herein.

3.2. Changes to this Agreement. This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the City Council.

3.3. Development Rights. Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of two hundred (200) residential dwelling units within the Development (the "Maximum Unit Count"). Developer may apportion said Maximum Unit Count between apartments, townhouses, duplex, or single-family dwellings. No buildings either commercial or residential shall exceed a maximum height of forty (40) feet in height. Town homes not to exceed six (6) rowhouses. All residential and commercial structures shall be slap on grade, no basements are allowed. Commercial uses shall be consistent with the City's C-2P Zone, and self-storage indoor/outdoor. A road or access will be located north of 1036 South 2800 West. Commercial areas are subject to a commercial site plan and limited to: recreational/entertainment, office/professional, and/or retail uses. If the Developer markets and develops a commercial use that is "recreational or entertainment" in nature, then all impact fees for "Parks" are hereby waived just for that specific use application. Developer shall develop the Property consistent with the Concept Plan in Exhibit "1" attached hereto with the exception that: all structures shall be setback one-hundred fifty (150) feet from the high-water mark of the Weber River, an access road shall be along the northside of Weber County Parcel 15-600-104 to serve as a buffer, and access shall be provided along the south side of the river bank 15-041-0010. Any indoor/outdoor self-storage units use is subject to a feasibility study is conducted by the Developer that determines such use is feasible.

3.4. Weber County Provision. This Paragraph specifically applies to Weber County Parcels: 150610048 and 150410010. The City and Developer agree to provide access to said parcels as part of any site plan and development. The City and Weber County mutually agree that said parcels while owned by Weber County are hereby grandfathered as the existing "use" on the parcels of its "public works materials storage" from a period of three (3) years commencing the date of this Agreement. It is understood that Weber County is seeking to relocate its use, and Weber County may request an extension in the event that the use is not relocated within the three (3) period. After the expiration of the use the City agrees to manage the property as flood plain in accordance with the applicable code.

4. City's Undertakings

4.1. Initial Zoning and Platting. Subject to the satisfaction of the conditions set forth in Article 2, City shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. Special Considerations. The Development is to provide for the following special considerations:

4.2.1. The Flood Plain as proposed by FEMA preliminary maps dated 4/21/21, as may be further defined by FEMA upon survey and elevation, shall be dedicated to the City for flood plain management and perpetual open space preservation (collectively called "Flood Plain"). Nothing in this Agreement shall be interpreted to prevent recreation, trails, and related open space uses in the Flood Plain at the discretion of the City. There shall be no permanent structures of any kind located in the Flood Plain.

4.2.2. The Developer may request the City to complete IRS Form 8283 for the Flood Plain.

4.3. Land Use Applications. The Developer agrees that it shall submit timely, complete applications to the City for proper notice, public hearings, and public meetings that may be necessary with each application.

4.4. Utility Services. The City agrees that in areas where any utilities are not presently extended, such services will be extended as-needed, and at the sole cost of the Developer.

5. Developer's Undertakings. Conditioned upon the City's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. General Plan and General Plan Map Amendment. The Property, upon annexation is designated in the City's General Plan Map as "Mixed-use Annexation Overlay" (MU-AO). The Property in the FEMA Flood Plain is designated as Open Space. Any remaining area annexed not otherwise designed under this Agreement is designated as Open Space within the FEMA Flood Plain or Agriculture where not in the FEMA Flood Plain.

5.2. Initial Zoning. The Property is annexed and zoned as a Mixed-use Annexation Overlay (MU-AO) Zone. Said MU-AO Zone only applies to the Property in this Agreement. The portion of the Property located in the FEMA Flood Plain is zoned as the O-1 (Open Space) Zone. Any remaining area annexed not otherwise designated under this Agreement is zoned as the O-1 (Open Space) Zone within the FEMA Flood Plain or zoned as the A-1 (Agriculture) Zone where not in the FEMA Flood Plain.

5.3. Declaration of Covenants, Conditions, and Restrictions. Developer shall, prior to recording the final approved plat, form one or more owners' association(s) for any high-density residential uses, and may include an owners' association for single-family and/or commercial uses. Also, the Developer shall include one or more sets of suitable covenants, conditions, and restrictions to be adopted as part of the overall Development.

5.4. Secondary Water. As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the Development Agreement.

5.5. Proposed Land Use Plan. Developer shall submit plans for each portion of the Development that will be approved in conjunction with one or more development agreement(s) which include: lot size, setbacks, and all other development standards. All plans shall be consistent with this Agreement. All plans shall conform to the City's Public Works Standards and Technical Specifications for any public improvements.

5.6. Compliance with Law. The Parties agree to be bound by all City and State rules, regulations, and codes.

5.7. Approvals. The approvals in this Agreement are limited to those in this Agreement. This Agreement does not limit future site plan, subdivision, building permits, and other approvals required by code.

5.8. Conflicts. Any conflict between the provisions of this Agreement and the City code shall be resolved in favor of this Agreement.

6. General Requirements and Rights of the City

6.1. Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the City and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. City shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that certain approvals or permits may be necessary from a governmental agency separate and apart from the City and shall plan and prepare accordingly.

6.2. Completion. The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the code, such that it will stand alone if no further work takes place within the Development. Developer shall seek and obtain site plan and subdivision approvals within two (2) years, unless extended by the Parties in writing or by force majeure.

7. Remedies

7.1. Remedies for Breach. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the award or recovery of any damages by either Party.

7.2. Attorneys' Fees. Each Party agrees to pay their own attorney's fees and cost to enforce this Agreement.

8. **General Provisions**

8.1. **Reserved Legislative Powers.** The Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the City; and unless in good faith the City declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine. This paragraph does not apply to the right of referendum.

8.2. **No Joint Venture, Partnership, Third-Party Rights, or Agency.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third parties. No agent, employee or servant of the Developer or the City is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Property.

8.4. **Termination.** This Agreement may be terminated by denial by the City of the annexation by the legislative process or denial by referendum.

8.5. **Assignment.** Developer may assign this Agreement upon approval by the City Council, and assignment shall not unduly be withheld.

8.6. **Integration.** This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.7. **Severability.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.8. **Notices.** Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

To Developer: Attn: Pat Burns, Manager
SPB Ventures I, LLC
1407 North Mountain Road
Ogden, Utah 84404
(801) 710-2234

To City: Attn: Bill Morris, City Administrator
Marriott-Slaterville City
1570 West 400 North
Marriott-Slaterville, Utah 84404
(801)-627-1919 ext. 205

8.9. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the approval of the City Council.

8.10. General Terms and Conditions.

8.10.1. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.10.2. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referendum or challenge by individuals or groups of citizens, including approval of this Agreement or any subsequent development agreement(s). The Developer agrees that the City shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.10.3. Ethical Standards. The Developer represents that it has not: (i) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (ii) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in Utah Code § 10-3-1301, et seq., and Utah Cde 67-16-3, et seq.; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State Law or City code.

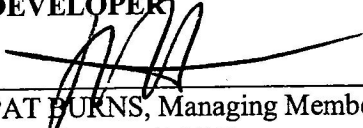
8.10.4. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. Notwithstanding, this Section 8.10.4 does not apply to City officials where such exercise governmental oversight and approval by State Law or City code.

8.10.5. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the 17 day of June, 2022 (the "Effective Date").

DEVELOPER



PAT BURNS, Managing Member
SPB Ventures I, LLC
a Utah limited liability company

Approved as to Form:

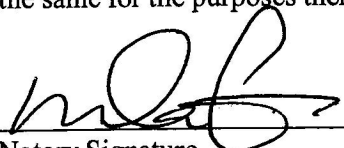
Attorney for Developer

STATE OF UTAH)

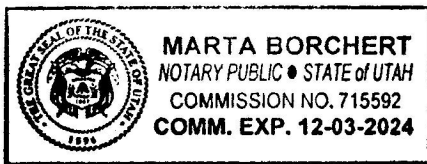
ss.

COUNTY OF WEBER)

On this 17 day of June, 2022, personally appeared before me PAT BURNS, Managing Member, SPB Ventures I, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.



Notary Signature



Marriott-Slaterville City

SCOTT VAN LEEUWEN
SCOTT VAN LEEUWEN, Mayor

Attest:

Naikya Straper
City Recorder

Approved as to Form:

Wesley
City Attorney

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this 16 day of June, 2022, personally appeared before me SCOTT VAN LEEUWEN, Mayor, and authorized signer of Marriott-Slaterville City, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Marriott-Slaterville City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Wesley
Notary Signature

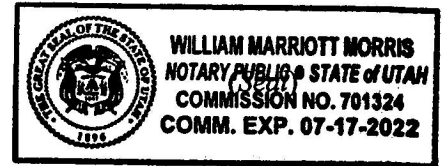


Exhibit "A"
(Annexation Plat and Legal Description)

Exhibit "A"
Annexation Plat and Legal Description
ANNEXATION BOUNDARY DESCRIPTION

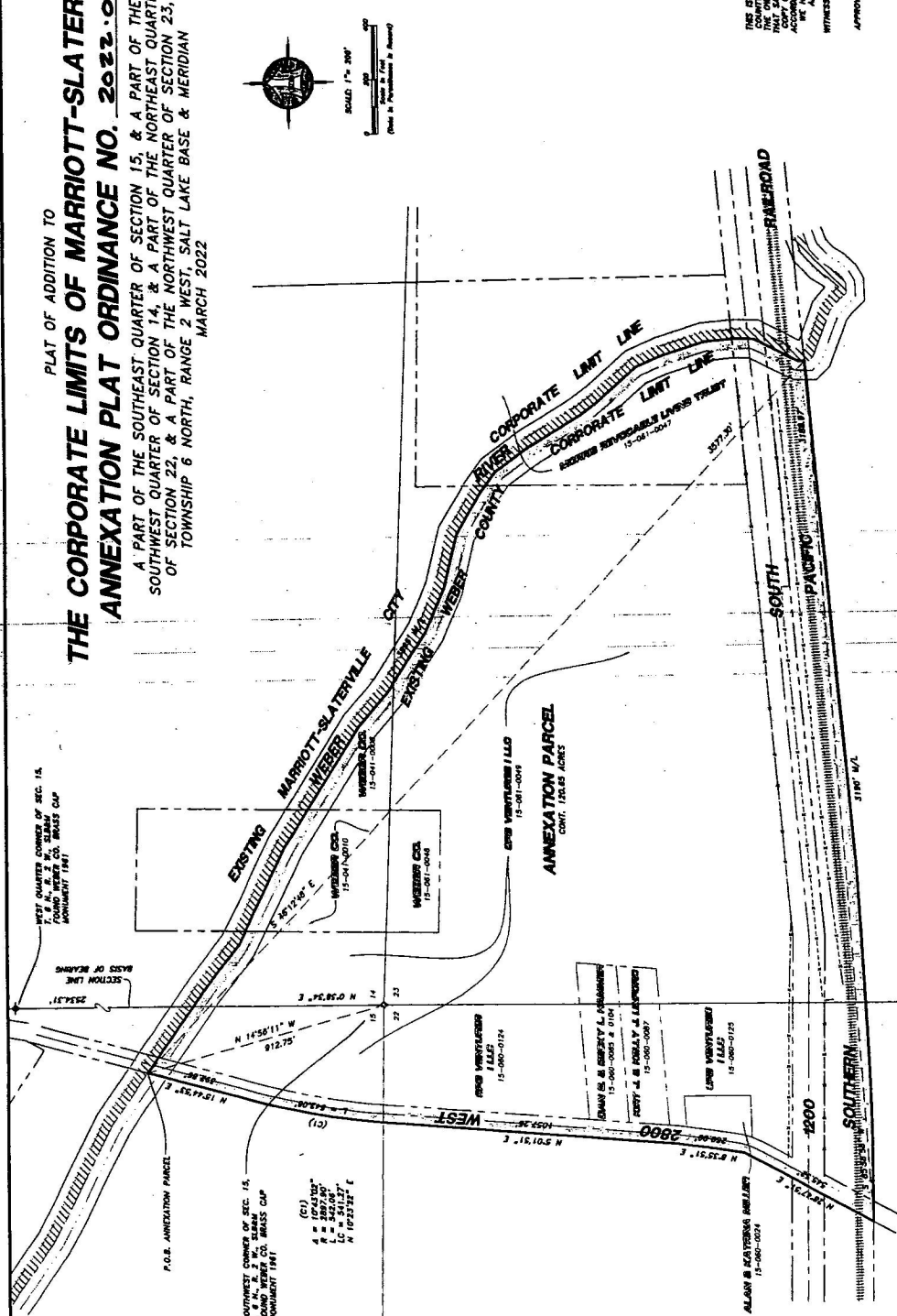
A PART OF THE SOUTHEAST QUARTER OF SECTION 15, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EXISTING SOUTHWESTERLY MARRIOTT-SLATERVILLE CITY CORPORATE LIMIT LINE, BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET AND THE MAIN CHANNEL "CENTERLINE" OF THE WEBER RIVER LOCATED 912.75 FEET NORTH 14°56'11" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 15;

RUNNING THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID EXISTING MARRIOTT-SLATERVILLE CITY CORPORATE LIMIT LINE AND SAID MAIN CHANNEL "CENTERLINE" OF THE WEBER RIVER 3895 FEET MORE OR LESS (CHORD BEARS SOUTH 46°12'48" EAST 3577.30 FEET) TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY 3190 FEET MORE OR LESS (CHORD BEARS SOUTH 85°58'58" WEST 3188.97 FEET) TO THE WESTERLY RIGHT-OF-WAY LINE OF 2800 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 28°47'51" EAST 545.52 FEET; (2) NORTH 08°35'51" EAST 260.00 FEET; (3) NORTH 05°01'51" EAST 1057.25 FEET; (4) NORTHERLY TO THE RIGHT ALONG THE ARC OF A 2897.90 FOOT RADIUS CURVE, A DISTANCE OF 542.06 FEET, CHORD BEARS NORTH 10°23'22" EAST 541.27 FEET, HAVING A CENTRAL ANGLE OF 10°43'02"; AND (5) NORTH 15°44'53" EAST 392.86 FEET TO THE POINT OF BEGINNING. CONTAINING 120.65 ACRES.

**PLAT OF ADDITION TO
THE CORPORATE LIMITS OF MARIOTT-SLATERVILLE CITY
ANNEXATION PLAT ORDINANCE NO. 2022-05**

A PART OF THE SOUTHEAST QUARTER OF SECTION 15, & A PART OF THE
SOUTHWEST QUARTER OF SECTION 14, & A PART OF THE NORTHEAST QUARTER
OF SECTION 22, & A PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
MARCH 2022



WEBER COUNTY SURVEYOR

I, WEBER COUNTY SURVEYOR, HAVE REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF MARIOTT-SLATERVILLE CITY, WEBER COUNTY, HAS REVIEWED AND APPROVED THIS PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL.

WEBER COUNTY RECORDER

ENTRY NO. _____ FILED FOR RECORD AND
RECORDED _____ OF OPTIONAL
RECORD PAGE _____ RECORDED
FOR _____

COUNTY RECORDER
DEPUTY

SURVEYOR'S CERTIFICATE

I, WEBER COUNTY SURVEYOR, HAVE REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL. THIS OFFICE HAS REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL.

ANNEXATION BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND A PART OF THE NORTHEAST QUARTER OF SECTION 22, AND A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.



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EXHIBIT “1”



1570 West 400 North
Marriott-Slaterville, Utah 84404
801-627-1919

Utah's Open Space City

Scott Van Leeuwen, Mayor
Dennis Illum, Council President

William M. Morris, Administrator
Dana Spencer, City Recorder

June 6, 2022

Lt. Governor DEIDRE M. HENDERSON
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Re: Notice of Impending Boundary Action

Dear Lt. Governor,

In accordance with Utah Code 10-2-425, Marriott-Slaterville City hereby gives notice of impending boundary action for an Annexation conducted in accordance with Utah Code 10-2-415. Please find enclosed the Final Local Entity Plat showing the area of the Boundary Adjustment.

I hereby certify that all the requirements for the Annexation have been duly completed.

Sincerely,

A handwritten signature in black ink that reads "Scott Van Leeuwen".

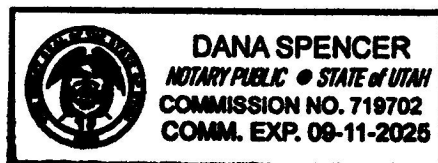
Scott Van Leeuwen,
Mayor

Attest:

A handwritten signature in black ink that reads "Dana Spencer".

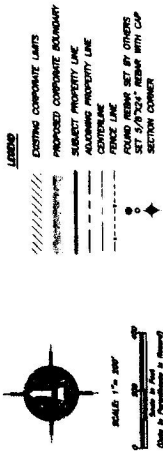
City Recorder

Enclosure



PLAT OF ADDITION TO THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY ANNEXATION PLAT ORDINANCE NO. 2022-05

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, & A PART OF THE
SOUTHWEST QUARTER OF SECTION 14, & A PART OF THE NORTHEAST QUARTER
OF SECTION 22, & A PART OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN
MARCH 2022

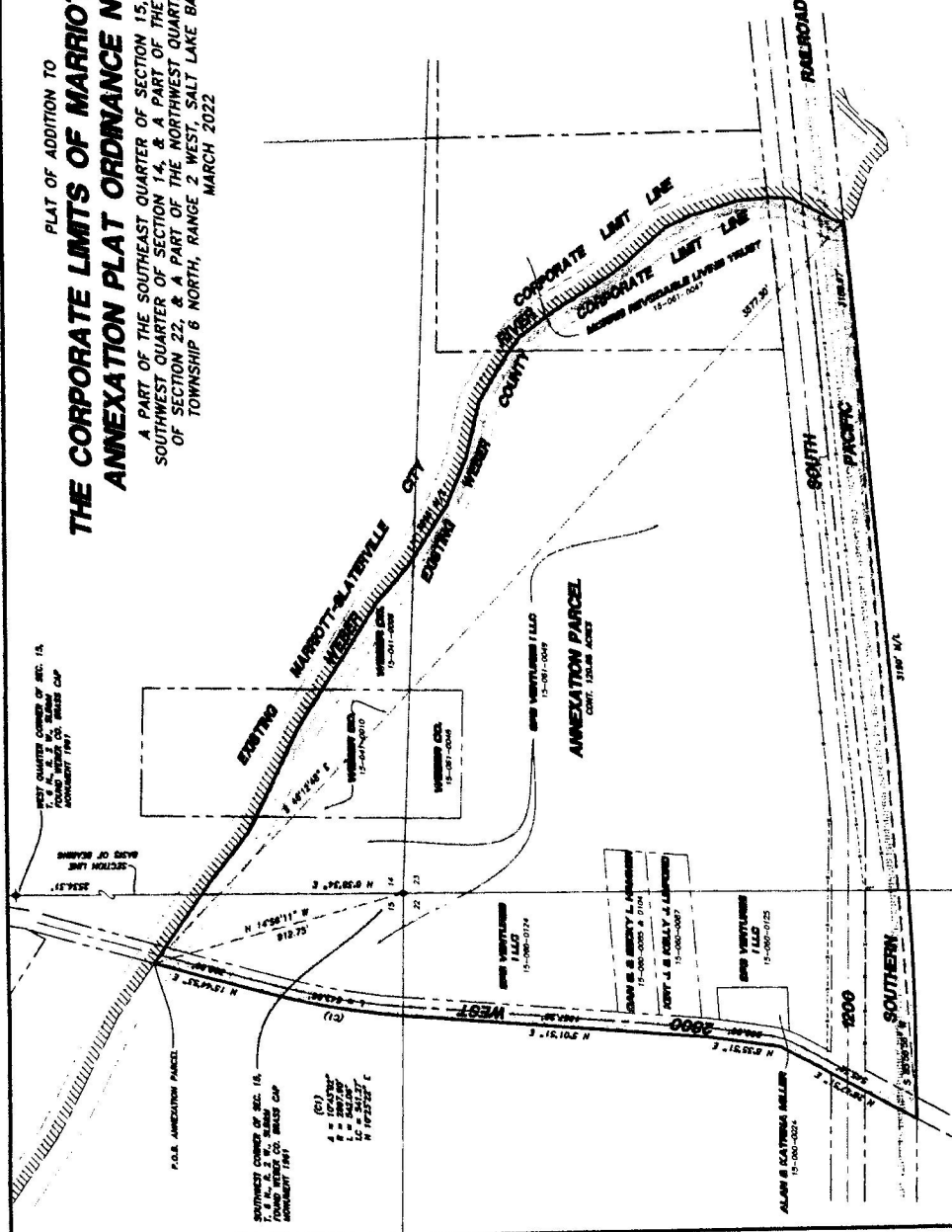


WEBER COUNTY SURVEYOR
I, WEBER COUNTY SURVEYOR, RECEIVED OFFICE
NOTICE THAT THE CITY COUNCIL OF MARRIOTT-SLATERVILLE CITY, WEBER
COUNTY, UTAH, HAS REQUESTED A REVIEW OF THE PLAT AND ALL CONDITIONS FOR APPROVAL BY
THE OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT
LACKED LAND SURVEYOR WHO EXECUTED THE PLAT FROM THE
RECORDS OF THE COUNTY OF WEBER, UTAH, IS HEREBY
CERTIFIED TO BE TRUE AND CORRECT.

ACCEPTANCE BY LEGISLATIVE BODY
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF MARRIOTT-SLATERVILLE CITY, WEBER
COUNTY, UTAH, HAS RECEIVED A REVIEW OF THE PLAT AND ALL CONDITIONS FOR APPROVAL BY
THE OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT
LACKED LAND SURVEYOR WHO EXECUTED THE PLAT FROM THE
RECORDS OF THE COUNTY OF WEBER, UTAH, IS HEREBY
CERTIFIED TO BE TRUE AND CORRECT.

WEBER COUNTY RECORDER	FILED FOR RECORD AND
ENTRY NO.	RECORDED
IN BOOK	OF
RECORDED PAGE	RECORDED
BY	DEPUTY

SURVEYOR'S CERTIFICATE
I, ALAN B. KATRINA, SURVEYOR, HAVE BEEN HONORABLY AND SOLEMNLY SWORN TO THE DUTY OF A SURVEYOR
IN THE STATE OF UTAH BY THE COUNTY CLERK OF WEBER COUNTY, UTAH, AND HAVE RECEIVED
THE PLAT OF ADDITION TO THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY, WEBER COUNTY,
UTAH, AND HAVE REVIEWED THE PLAT AND ALL CONDITIONS FOR APPROVAL BY THE OFFICE OF THE
WEBER COUNTY SURVEYOR WHO EXECUTED THE PLAT FROM THE RECORDS OF THE COUNTY OF WEBER,
UTAH, AND HAVE CERTIFIED TO BE TRUE AND CORRECT.



ANNEXATION BOUNDARY DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 15, & A PART OF THE SOUTHWEST QUARTER OF SECTION 14, & A PART OF THE NORTHEAST QUARTER OF SECTION 22, & A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.



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