

AGREEMENT

THIS AGREEMENT, made and entered into this 3, day of July, 2007, by and between Hyrum City, a Utah municipal corporation, and Craig and Mary Ann Poppleton, husband and wife, and Leon Savage and Paula Savage, husband and wife, owners of real property adjacent to the municipal limits of Hyrum City, Leon Savage, contact sponsor of the petition to annex said property (collectively referred to as "APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT is the owner of one hundred and four and 35/100 (104.35) acres of real property, which property bears Cache County Tax Numbers 01-058-0007, 01-060-0001, and 01-058-0006 and is more particularly described hereafter; and

WHEREAS, on the 28 day of March, 2007, APPLICANT filed a petition and map pursuant to the requirements of Section 10-2403, Utah Code Annotated, 1953, as amended (UCA), requesting annexation of said parcel into the municipal limits of Hyrum City; and

WHEREAS, on April 12, 2007, said petition was accepted by Hyrum City Council; due to the fact the Council failed to deny or accept the petition with in 14 days after the petition was filed.

WHEREAS, on May 3, 2007, said petition and map were certified by the municipal attorney and city recorder as meeting the requirements of submission; and

WHEREAS, on July 5, 2007, after providing proper notice to the public as required by Section 10-2-407 UCA, the Hyrum City Council held a public hearing to consider annexation of said property; and

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

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

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

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Date: 4-Sep-2007 09:48 AM Fee \$26.00
Cache County, UT
Michael Gleed, Rec. - Filed By MG
For HYRUM CITY

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

PART OF THE EAST HALF OF SECTION 6, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING ON THE EXISTING HYRUM CORPORATE LIMITS AND THE EAST LINE OF SAID SECTION 6 AT A POINT WHICH LIES BY RECORD NORTH 330.00 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION, AND RUNNING THENCE NORTH 89°48'53" WEST (WEST BY RECORD) ALONG SAID EXISTING CORPORATE LIMITS 24.82 FEET (27.91 FEET BY RECORD, ALSO 88.00 FEET PER RECORD ANNEXATION PLAT #2005-1992) TO THE EAST BANK OF THE USA CANAL; THENCE ALONG SAID EXISTING CORPORATE LIMITS AND EAST BANK OF CANAL THE FOLLO'ING THREE COURSES: (1) SOUTH 37°55'05" WEST 747.88 FEET (640.36 FEET BY RECORD), (2) SOUTH 24°50'38" WEST (SOUTH 24°50'48" WEST BY RECORD) 647.43 FEET, (3) SOUTH 7°03'24" EAST 47.40 FEET (62.80 FEET BY RECORD) TO THE NORTH LINE OF PARCEL 01-060-0002; THENCE LEAVING SAID EXISTING CORPORATE LIMITS AND RUNNING NORTH 88°54'25" WEST (WEST BY RECORD) ALONG SAID NORTH LINE OF PARCEL 01-060-0002 AND THE SOUTH LINE OF PARCEL 01-058-0007, 1929.28 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 01-058-0007 AND THE WEST LINE OF SAID EAST HALF OF SECTION 6; THENCE NORTH 00°05'19" EAST (NORTH BY RECORD) ALONG SAID WEST LINE OF THE EAST HALF OF SECTION 6 AND THE WEST LINE OF SAID PARCEL 01-058-0007, 1196.32 FEET (1155 FEET BY RECORD) TO THE NORTHWEST CORNER OF SAID PARCEL 01-058-0007; THENCE SOUTH 89°48'53" EAST (EAST BY RECORD) ALONG THE NORTH LINE OF SAID PARCEL 01-058-0007, 614.85 FEET TO THE EAST BANK OF THE WELLSVILLE EAST FIELD CANAL; THENCE ALONG SAID EAST BANK OF THE WELLSVILLE CANAL THE FOLLOWING ELEVEN COURSES: (1) NORTH 14°23'12" WEST 97.84 FEET, (2) NORTH 20°48'42" WEST 38.87 FEET, (3) NORTH 13°49'56" WEST 67.51 FEET, (4) NORTH 07°09'53" WEST 55.97 FEET, (5) NORTH 04°52'38" EAST 49.53 FEET, (6) NORTH 17°43'56" EAST 103.44 FEET, (7) NORTH 23°47'17" EAST 174.86 FEET, (8) NORTH 15°54'24" EAST 192.67 FEET, (9) NORTH 22°14'22" EAST 117.28 FEET, (10) NORTH 06°54'04" EAST 69.87 FEET, (11) NORTH 05°14'10" EAST 71.76 FEET TO THE SOUTH LINE OF PARCEL 01-058-0021, THE EAST-WEST CENTERLINE OF SAID NORTHEAST QUARTER OF SECTION 6, AND THE EXISTING HYRUM CORPORATE LIMITS; THENCE ALONG SAID EXISTING CORPORATE LIMITS SOUTH 89°48'18" EAST (EAST BY RECORD AND SOUTH 89°149' EAST BY RECORD) ALONG SAID EAST-WEST CENTERLINE AND THE SOUTH LINE OF WESTRIDGE SUBDIVISION 674.92 FEET TO A POINT WESTERLY OF THE INTERSECTION OF THE EAST LINE OF 675 WEST STREET AND THE SOUTH LINE OF LITTLE BEAR CREEK ESTATES SUBDIVISION, PHASE 1, 538.00 FEET; THENCE SOUTH 00°11'01" WEST (S 00°09'52" W BY RECORD), 320.00 FEET; THENCE SOUTH 89°48'59" EAST (S 89°48'38" E BY RECORD), 538.00 FEET TO THE SOUTHERLY EXTENTION OF THE EAST LINE OF 675 WEST STREET; THENCE NORTH 00°11'01" EAST ALONG THE SOUTHERLY EXTENTION OF THE EAST LINE OF 675 WEST STREET (N 00°09'52" E BY RECORD), 320.00 FEET TO THE SOUTH LINE OF LITTLE BEAR CREEK ESTATES SUBDIVISION, PHASE 1; THENCE SOUTH 89°48'59" EAST (EAST BY RECORD AND SOUTH 89°50'08" EAST BY RECORD) ALONG SAID EAST-WEST CENTERLINE AND THE SOUTH LINE OF SAID LITTLE BEAR CREEK SUBDIVISION 680.59 FEET TO SAID EAST LINE OF SECTION 6; THENCE SOUTH 00°24'57" EAST (SOUTH BY RECORD) ALONG SAID EAST SECTION LINE 666.48 FEET; THENCE SOUTH 01°17'04" EAST (SOUTH BY RECORD) ALONG SAID EAST SECTION LINE 328.77 FEET TO SAID POINT OF BEGINNING.
CONTAINING 104.35 ACRES +/-

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

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

4. WATER SHARES/IRRIGATION SERVICE. As required by Section 16.20.070 of the Hyrum City Municipal Code, the APPLICANT agrees, upon approval and acceptance of this agreement, to provide water in the amount and under the terms and conditions established by Section 16.20.070, which requirement will be satisfied by APPLICANT submission of 3 acre-feet of water represented by 33 shares of Hyrum Irrigation Company Stock and 12 ½ shares of Wellsville East Field Stock. The total of all water provided by APPLICANT will comply with the CITY'S current requirement of three (3) acre-feet per gross acre developed, which requirement must be met upon annexation. (See Report dated April 3, 2007, "An Analysis of the Water Available on the Feeder and Wellsville East Field Canals.")

5. CULINARY WATER SERVICE.

A. The developer of the site will be responsible to install culinary water mains extending from a point of junction with the main line at (to be Determined and agreed upon by both parties, approximately 50 North 600 West) at a size and depth to be specified by the City necessary to serve future development.

B. Developer agrees to be subject to the normal and customary impact and connection fees assessed for connections of this type to the municipal culinary water distribution system.

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6. WASTEWATER COLLECTION SERVICE.

A. The direction of wastewater flow has not been determined at this point and whether sewer service from this property relies upon development to the east for proper sewage flow. Developer will be responsible to install sewer mains connecting development on this property to the municipal collections lines.

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

8. UTILITY SERVICE EXTENSION AND IMPACT FEES. With respect to the development of said property, Developer 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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15. 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.

16. Time is of the Essence

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

HYRUM CITY



Stephanie Fricke
Stephanie Fricke
City Recorder

By *W Dean Howard*
W. Dean Howard
Mayor

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APPLICANT:

Leon Savage
Leon Savage

Paula Savage
Paula Savage

Craig Poppleton
Craig Poppleton
Mary Ann Poppleton
Mary Ann Poppleton
Mary Ann Poppleton

Witness: