

STATE OF UTAH



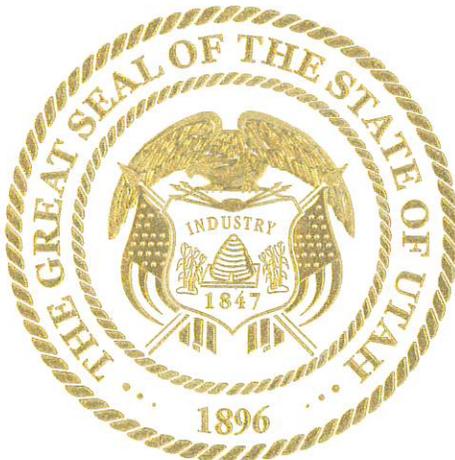
OFFICE OF THE LIEUTENANT GOVERNOR

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 known as the BINGELLI ANNEXATION located in CHARLESTON TOWN, dated MAY 29, 2025, complying with §67-1a-6.5, 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 BINGELLI ANNEXATION located in WASATCH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 21st day of July, 2025 at Salt Lake City, Utah.

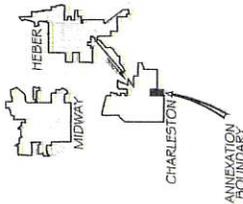


A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

BINGGELI ANNEXATION

TOWN OF CHARLESTON, UTAH
SECTION 23, T4S, R4E, S1B&M



VICINITY MAP



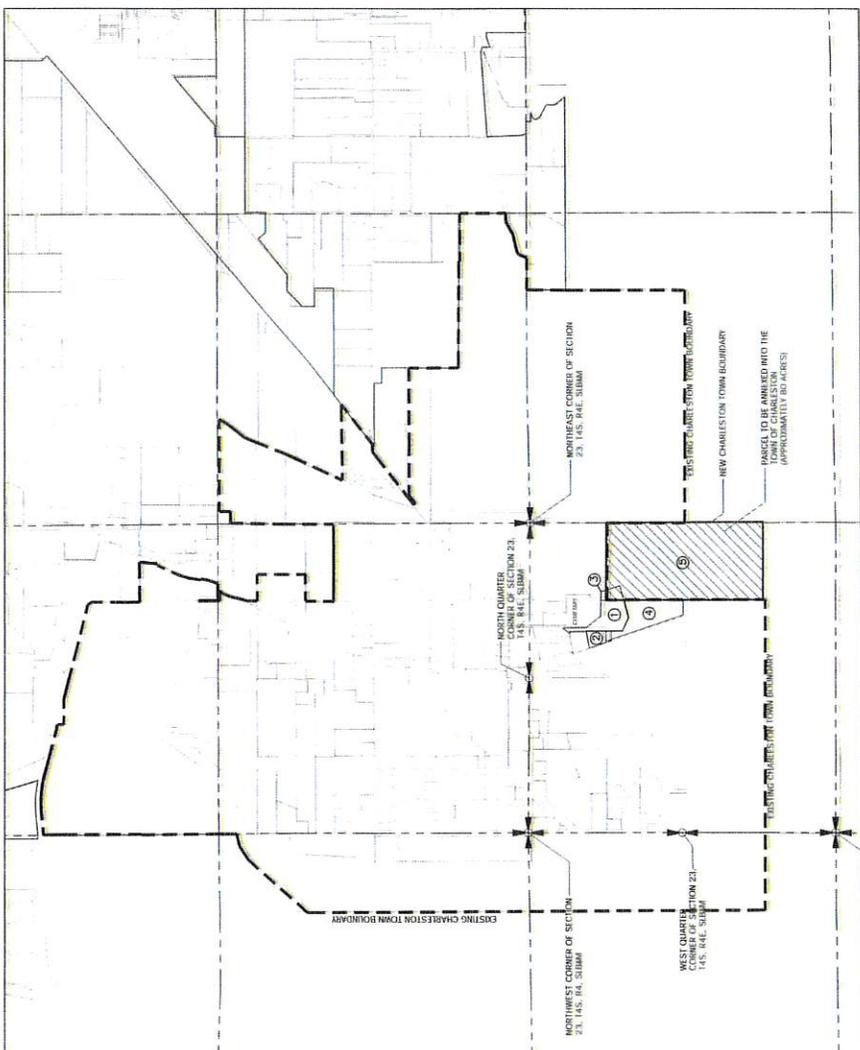
GRAPHIC SCALE

LEGEND

- CHARLESTON TOWN BOUNDARY
- BINGGELI PARCELS
- - - SECTION LINES
- - - EXISTING PARCELS
- ⊕ SECTION CORNER
- ⊙ SECTION 1/4 CORNER

BINGGELI PARCELS

- ① PARCEL #0CH-0125-1 (6.74 ACRES)
- ② PARCEL #0CH-0125-2 (2 ACRES)
- ③ PARCEL #0WC-1374-1 (1.67 ACRES)
- ④ PARCEL #0CH-0125 (10.19 ACRES)
- ⑤ PARCEL #0WC-1374 (78.33 ACRES)



BOUNDARY DESCRIPTION
THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS: THE SOUTH 1/4 OF SECTION 23, T4S, R4E, S1B&M, UTAH, BEING MORE OR LESS AS SHOWN ON THE ATTACHED PLAT.

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH SITUATION LINE OF SECTION 23, T4S, R4E, S1B&M, BEING S89°27'00" E 354.61 FEET.

SURVEYORS CERTIFICATE
I, MCM ENGINEERING, INC., HAS BEEN ACCURATELY REPRODUCED TO A SURVEY COMPLETED UNDER A CONTRACT WITH THE TOWN OF CHARLESTON, UTAH, AND THAT THE SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE UTAH SURVEYING BOARD. I HEREBY CERTIFY THAT THE SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE UTAH SURVEYING BOARD.

ACCEPTANCE BY LEGISLATIVE BODY
THIS IS TO CERTIFY THAT THE UNDERSIGNED CHARLESTON TOWN ENGINEERS HAVE ACCEPTED A RESOLUTION OF ITS BOARD OF TOWN ENGINEERS, AS SHOWN ON THE ATTACHED PLAT, AND THAT THE SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE UTAH SURVEYING BOARD.

WASATCH COUNTY SURVEYOR
APPROVED AS TO FORM THIS _____ DAY OF _____
COUNTY SURVEYOR: _____

WASATCH COUNTY RECORDER
RECORDED IN BOOK _____ PAGE _____
FILED IN _____ COUNTY RECORDS
DATE _____

RE-ADOPTION OF ORDINANCE NO. 2025-01

**AN ORDINANCE APPROVING THE BINGELLI
ANNEXATION PETITION AND ACCEPTING THE AGREEMENT
OF CONDITIONS OF APPROVAL FOR ANNEXATION OF
BINGELLI PARCEL**

WHEREAS, Applicant has on February 20, 2024, filed a Petition for Annexation of property into the Town of Charleston, including properties legally described in Exhibit "A" and shown on the Annexation Map on Exhibit "B", both of which are hereto attached to this Ordinance; and

WHEREAS, Applicant has executed the attached *2025 Agreement of Conditions of Approval for the Annexation of the Bingelli Parcel* attached hereto as Exhibit "C" as a condition of the Town of Charleston approving the annexation.

IT IS HEREBY RESOLVED AS FOLLOWS:

Based upon the above and Applicant's execution of an agreement to all the terms of the Conditions; and

Based upon the Town of Charleston reserving all its full statutory and common law discretion, the Town of Charleston hereby approves the Petition for Annexation pursuant to Section 10-2-401 et seq. of the Utah Code Annotated.

Based on the application request, the property covered by this ordinance shall be granted the zoning designation of Industrial (I).

This Ordinance shall be effective upon the posting of a copy in each of three (3) public places within the corporate limits of Charleston and posting on the Website.

PASSED AND ADOPTED by the Town of the of Charleston, Wasatch County, Utah, this 2nd day of July, 2025.

	YES	NO	ABSENT
Council Member Scott Solum	<u> X </u>	<u> </u>	<u> </u>
Council Member Jim Brown	<u> X </u>	<u> </u>	<u> </u>
Council Member Marc Mair	<u> X </u>	<u> </u>	<u> </u>
Council Member Don Sant	<u> X </u>	<u> </u>	<u> </u>
Mayor Brenda Christensen	<u> X </u>	<u> </u>	<u> </u>

By: Brenda Christensen
Mayor Brenda Christensen

Attest: [Signature]
Town Recorder

Seal:



Approved as to form:

[Signature]
Town Attorney
[Signature]

Exhibit "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN: CONTAINS 80.00 ACRES MORE

OR LESS.

Exhibit "B"

Annexation Map

To be provided by Applicant

Exhibit "C"

2025 Agreement of Conditions

Exhibit "C"

**2025 AGREEMENT OF
CONDITIONS OF APPROVAL
TO ANNEX BINGELLI
PARCEL**

THIS AGREEMENT (the "Agreement") is made and entered into this 2nd day of January 2025, (the "Effective Date"), by and between the Town of Charleston (the "Town"), a Utah municipal corporation and *Bingelli Rock Products LLC*, a Utah Limited Liability Company "Applicant".

RECITALS:

- A. The Town and the Applicant consider it mutually beneficial to Annex Applicant's property into the Town limits.
- B. The Company and the Applicant agree that this Agreement shall set forth the terms and conditions under which this annexation approval is based.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree that as a condition of the Town of Charleston approving the Petition of the undersigned Applicant for annexation of properties into the Town of Charleston, said properties being legally described herein as Attachment "A". Said properties being located outside the Town of Charleston which consists of 78.33 acres owned by Bingelli Rock Products LLC. Applicant and the Town of Charleston (the "Town") agree to be mutually bound by the following terms and conditions:

1. Conditions contained herein are subject to receipt of final approval of the Petition from all required Town agencies and bodies, including such zoning as will allow for the development of the subject property as set forth in the Petition and such other documents as may be submitted to the Town by the Applicant, subject only to the conditions contained herein and such additional conditions as Applicant may hereafter agree to.

2. Applicant, hereby agrees to adhere to all conditions, terms, requirements and so forth, as previously agreed to while under the jurisdiction of Wasatch County, herein attached to this agreement as Attachment "B", *Existing Conditions of Operation of Wasatch County*, excepting the following:

- a. none

3. Applicant hereby agrees that the annexed property will be zoned I-1, as outlined on the attached map, Attachment "C".

4. Applicant agrees to process site, concept, preliminary and final plans, as may be required by Town ordinances, for any development proposals through the Town Planning Commission and Board under the Town of Charleston Ordinances (as the same may be from time to time amended) and agrees that no "vesting rights" issues exist with the Town of Charleston under any previous application, agreement, or approval with the Town of Charleston.

5. Applicant hereby agrees that any plans submitted to the Town, as outlined in Section 4. above, will take into consideration a minimum of the following:

A. Discuss public trail easements surrounding and through the property, especially connecting to any future trail system to be constructed by the town or others.

B. Provide Water shares or water rights and infrastructure, in type and amount determined by the Charleston Water Conservancy District, "Water District", which shall be turned over to the Water District prior to any final approvals of the Town for permits and so forth, subject to a binding commitment for adequate water service by the Water District and annexation of the property into the Water District boundaries.

C. Submit appropriate documentation and designs relative to any existing and future roads within the annexation area that are requested to become public. Approval and acceptance by the Town shall be at the sole discretion of the Town Board.

6. Applicant agrees to adhere to the Town building, fire, zoning, nuisance and all other applicable Town, county, state, and federal codes, as the same may be amended from time to time.

7. Applicant agrees to pay all annexation fees, as per the Town's adopted fee schedule and any outside consulting fees incurred by the Town on behalf of the Applicant for costs directly related to application and processing.

8. Applicant agrees to construct a six (6) foot tall masonry or pre-cast concrete fence along the common boundary of the annexation parcel and the Charleston Town Cemetery. Said fence shall be completed within one (1) year of the date the parcel is legally annexed into the Town.
(See minutes of April 3, 2025).

9. Applicant agrees to comply with the regulations and required permitting of the Utah Division of Oil, Gas, and Mining.

10. Miscellaneous Provisions:

A. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is specified or is clearly a factor.

B. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.

C. The Recitals to this Agreement are incorporated as a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, and the masculine includes the feminine and vice versa. The term "including" and words of similar import mean "including, without limitation" and the phrase "sole discretion" means "sole and absolute discretion". This Agreement has been negotiated by the parties and shall not be construed for or against any of them.

D. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior promises, negotiations, representations or warranties not contained herein with respect to the matter hereof.

E. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.

F. Applicant agrees to pay to the Town all legal fees, including court costs, incurred by the Town should the Applicant default on any portion of this agreement.

G. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement.

H. That, upon execution of this Agreement this agreement in its entirety, shall be recorded at the Office of the Wasatch County Recorder and shall become a covenant running with the land.

Rest of Page Left Intentionally Blank

TOWN'S AUTHORIZING SECTION

DATED THIS 30th day of April, 2022.

ATTEST:

By: [Signature]

Town Clerk

CHARLESTON TOWN,
A Utah Municipal Corporation

By: [Signature]

Mayor Christensen

Seal:



APPROVED AS TO FORM

[Signature]
Town Attorney

Rest of Page Intentionally Left Blank

APPLICANT'S AUTHORIZING SECTION

Bingelli Rock Products Section

By [Signature]
It's Managing Member

Date: 4-30-25

and

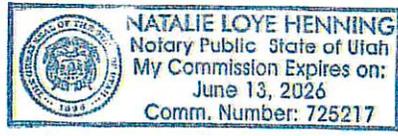
By _____
It's _____

Date:

STATE OF UTAH)
)ss
COUNTY OF WASATCH)

On this day 30 of April, 2025,
personally appeared before me, Melvin McQuarrie,
whose identities are personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he is the Managing Member and _____
is the _____ of _____ by authority of its members or its articles of
organization, and each acknowledged to me that said Limited Liability? Company executed the
same.

[Signature]
Notary Public



Rest of Page Intentionally Left Blank

Attachment "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; CONTAINS 80.00 ACRES MORE

OR LESS.

Attachment "B"

Conditions of Operation of Wasatch County

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211

BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LAREN PROVOST

RALPH L. DUKE

May 11, 2001

Binggeli Rock Products
Attn: Deanna Binggeli
P.O. box 98
Heber City, Utah

Dear Deanna,

Binggeli Asphalt Plant was approved by the Wasatch County Commission on April 23, 2001. Following you will find a list of conditions for the approval for the asphalt plant at the Binggeli Pit.

1. Provide a detail landscape plan for the approval of the Wasatch County Planning Office prior to the operation of the asphalt plant. The Landscape Plan will include bonding for each phase.
2. Redesign the access road at about 2800 West and Charleston Cemetery Road to conform to Charleston City and Wasatch County standards
3. Provide an ingress/egress plan for review and approval by Wasatch county Engineer's Office and UDOT.
4. Maintain noise level consistent with the surrounding residential uses. This could be accomplished by allowing the operation of the concrete batching and asphalt mixtures from 5:30 a.m. to 9:00 p.m. while the crushing operation is permitted only from 6:00 a.m. to 9:00 p.m. during daylight hours. Noise level between the hours of 8:00 p.m. and 7:00 a.m. shall not exceed 55 db and the average peak noise between 7:00 a.m. and 8:00 p.m. shall not exceed 70 db.

An exception to the above may be allowed, if the Planning Director believes that the disturbance will be minimal. If the Planning Director believes that the disturbance will be more than minimal, the County Commission must approve any such temporary changes in the hours of dispatch. Such temporary changes may be granted with conditions. Temporary changes shall not exceed a maximum of ninety (90) days in any rolling year, and requires a finding that such special operations will be for the public good. The County Commission may only grant a special operation that will exceed the (90) days maximum after a public hearing within fourteen (14) days publication of notice.

5. Keep all lighting within the operation away from the surrounding properties.

CLERK/AUDITOR
DORIS R. THOMPSON

RECORDER
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURROUGHS

TREASURER
CAROLYN WALK

ATTORNEY
DANIEL MATTHEWS

JUSTICE COURT JUDGE
BLAIN HUTTON

6. Take all necessary steps to minimize odors by using the latest available Technology.
7. Conform to the State and Federal environmental requirement pertaining to the operation of the asphalt plant.
8. Keep the dust under control by frequently watering the road and areas within the operation, or pave the road that will be used for the asphalt plant.
9. This Conditional Use Permit is subject to an annual review by the County Commission.
10. The Applicant consents to allow the Wasatch County Zoning Administrator or his staff, entrance to the property for inspection and to determine compliance with the conditions of this permit.

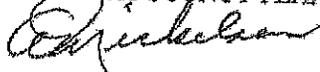
Within six months, the applicant agrees to provide, to a member of the Planning Department, training necessary to comply with the safety standards associated with on-site personnel.

It is important that all of these conditions will be followed. Your cooperation will avoid or reduce complaints from the adjoining property owners and the public.

Thank you for your assistance and willingness to work with the County on this sensitive issue.

Sincerely,

WASATCH COUNTY PLANNING



Al Mickelsen
Director

cc: Mystere Sapia

Attachment "C"

Zoning Map



CHARLESTON TOWN

3454 West 3400 South • Charleston, Utah 84032
435-654-7177 • Fax 435-654-9005

May 29, 2025

Deidre Henderson
Utah Lieutenant Governor
Utah State Capitol Complex, Suite 220
Salt Lake City, UT 84114-2325

Dear Ms. Henderson:

This is a written notice of an impending boundary action. The action is an annexation into the Town of Charleston 80.00 acres of land currently in Wasatch County. We are seeking a certificate of approval from your office for this annexation.

All requirements applicable to the boundary action have been met.

The Town Council approved the petition and passed ordinance 2025-01 granting acceptance into the Town of Charleston on May 5, 2025. We have included a copy of the final annexation plat and ordinance 2025-01 with the required signatures. We have scanned it down into an 8.5 x 11 sheet and included a pdf of the intended plat.

If you have any questions regarding this transaction, please feel free to contact me, 435-654-7177

Email: charlestantownclerk@gmail.com

Sincerely,

Karen Mair

Charleston Town Clerk/Recorder

enc

RE-ADOPTION OF ORDINANCE NO. 2025-01

**AN ORDINANCE APPROVING THE BINGELLI
ANNEXATION PETITION AND ACCEPTING THE AGREEMENT
OF CONDITIONS OF APPROVAL FOR ANNEXATION OF
BINGELLI PARCEL**

WHEREAS, Applicant has on February 20, 2024, filed a Petition for Annexation of property into the Town of Charleston, including properties legally described in Exhibit "A" and shown on the Annexation Map on Exhibit "B", both of which are hereto attached to this Ordinance; and

WHEREAS, Applicant has executed the attached *2025 Agreement of Conditions of Approval for the Annexation of the Bingelli Parcel* attached hereto as Exhibit "C" as a condition of the Town of Charleston approving the annexation.

IT IS HEREBY RESOLVED AS FOLLOWS:

Based upon the above and Applicant's execution of an agreement to all the terms of the Conditions; and

Based upon the Town of Charleston reserving all its full statutory and common law discretion, the Town of Charleston hereby approves the Petition for Annexation pursuant to Section 10-2-401 et seq. of the Utah Code Annotated.

Based on the application request, the property covered by this ordinance shall be granted the zoning designation of Industrial (I).

This Ordinance shall be effective upon the posting of a copy in each of three (3) public places within the corporate limits of Charleston and posting on the Website.

PASSED AND ADOPTED by the Town of the of Charleston, Wasatch County, Utah, this 2nd day of July, 2025.

	YES	NO	ABSENT
Council Member Scott Solum	<u> X </u>	_____	_____
Council Member Jim Brown	<u> X </u>	_____	_____
Council Member Marc Mair	<u> X </u>	_____	_____
Council Member Don Sant	<u> X </u>	_____	_____
Mayor Brenda Christensen	<u> X </u>	_____	_____

By: Brenda Christensen
Mayor Brenda Christensen

Attest: Karen [Signature]
Town Recorder

Seal:



Approved as to form: [Signature]
Town Attorney
[Signature]

Exhibit "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN: CONTAINS 80.00 ACRES MORE

OR LESS.

Exhibit "B"

Annexation Map

To be provided by Applicant

Exhibit "C"

2025 Agreement of Conditions

Exhibit "C"

**2025 AGREEMENT OF
CONDITIONS OF APPROVAL
TO ANNEX BINGELLI
PARCEL**

THIS AGREEMENT (the "Agreement") is made and entered into this 2nd day of January 2025, (the "Effective Date"), by and between the **Town of Charleston** (the "Town"), a Utah municipal corporation and **Bingelli Rock Products LLC**, a Utah Limited Liability Company "Applicant".

RECITALS:

- A. The Town and the Applicant consider it mutually beneficial to Annex Applicant's property into the Town limits.
- B. The Company and the Applicant agree that this Agreement shall set forth the terms and conditions under which this annexation approval is based.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree that as a condition of the Town of Charleston approving the Petition of the undersigned Applicant for annexation of properties into the Town of Charleston, said properties being legally described herein as Attachment "A". Said properties being located outside the Town of Charleston which consists of 78.33 acres owned by Bingelli Rock Products LLC. Applicant and the Town of Charleston (the "Town") agree to be mutually bound by the following terms and conditions:

1. Conditions contained herein are subject to receipt of final approval of the Petition from all required Town agencies and bodies, including such zoning as will allow for the development of the subject property as set forth in the Petition and such other documents as may be submitted to the Town by the Applicant, subject only to the conditions contained herein and such additional conditions as Applicant may hereafter agree to.

2. Applicant, hereby agrees to adhere to all conditions, terms, requirements and so forth, as previously agreed to while under the jurisdiction of Wasatch County, herein attached to this agreement as Attachment "B", *Existing Conditions of Operation of Wasatch County*, excepting the following:

a. none

3. Applicant hereby agrees that the annexed property will be zoned I-1, as outlined on the attached map, Attachment "C".

4. Applicant agrees to process site, concept, preliminary and final plans, as may be required by Town ordinances, for any development proposals through the Town Planning Commission and Board under the Town of Charleston Ordinances (as the same may be from time to time amended) and agrees that no “vesting rights” issues exist with the Town of Charleston under any previous application, agreement, or approval with the Town of Charleston.

5. Applicant hereby agrees that any plans submitted to the Town, as outlined in Section 4. above, will take into consideration a minimum of the following:

A. Discuss public trail easements surrounding and through the property, especially connecting to any future trail system to be constructed by the town or others.

B. Provide Water shares or water rights and infrastructure, in type and amount determined by the Charleston Water Conservancy District, “**Water District**”, which shall be turned over to the Water District prior to any final approvals of the Town for permits and so forth, subject to a binding commitment for adequate water service by the Water District and annexation of the property into the Water District boundaries.

C. Submit appropriate documentation and designs relative to any existing and future roads within the annexation area that are requested to become public. Approval and acceptance by the Town shall be at the sole discretion of the Town Board.

6. Applicant agrees to adhere to the Town building, fire, zoning, nuisance and all other applicable Town, county, state, and federal codes, as the same may be amended from time to time.

7. Applicant agrees to pay all annexation fees, as per the Town’s adopted fee schedule and any outside consulting fees incurred by the Town on behalf of the Applicant for costs directly related to application and processing.

8. Applicant agrees to construct a six (6) foot tall masonry or pre-cast concrete fence along the common boundary of the annexation parcel and the Charleston Town Cemetery. Said fence shall be completed within one (1) year of the date the parcel is legally annexed into the Town.
(See minutes of April 3, 2025).

9. Applicant agrees to comply with the regulations and required permitting of the Utah Division of Oil, Gas, and Mining.

10. Miscellaneous Provisions:

A. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is specified or is clearly a factor.

B. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.

C. The Recitals to this Agreement are incorporated as a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, and the masculine includes the feminine and vice versa. The term “including” and words of similar import mean “including, without limitation” and the phrase “sole discretion” means “sole and absolute discretion”. This Agreement has been negotiated by the parties and shall not be construed for or against any of them.

D. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior promises, negotiations, representations or warranties not contained herein with respect to the matter hereof.

E. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.

F. Applicant agrees to pay to the Town all legal fees, including court costs, incurred by the Town should the Applicant default on any portion of this agreement.

G. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement.

H. That, upon execution of this Agreement this agreement in its entirety, shall be recorded at the Office of the Wasatch County Recorder and shall become a covenant running with the land.

Rest of Page Left Intentionally Blank

TOWN'S AUTHORIZING SECTION

DATED THIS 30th day of April, 2025.

ATTEST:

By: [Signature]
Town Clerk

CHARLESTON TOWN,
A Utah Municipal Corporation

By: [Signature]
Mayor Christensen

Seal:



APPROVED AS TO FORM
[Signature]
Town Attorney

Rest of Page Intentionally Left Blank

APPLICANT'S AUTHORIZING SECTION

Bingelli Rock Products Section

By mtm
It's Managing Member

Date: 4-30-25

and

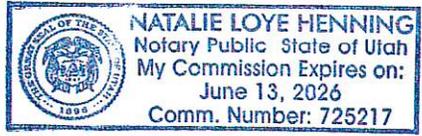
By _____
It's _____

Date:

STATE OF UTAH)
)ss
COUNTY OF WASATCH)

On this day 30 of April, 2025,
personally appeared before me, Melvin McQuarrie &,
whose identities are personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he is the Managing Member and _____
is the _____ of _____ by authority of its members or its articles of
organization, and each acknowledged to me that said Limited Liability? Company executed the
same.

[Signature]
Notary Public



Rest of Page Intentionally Left Blank

Attachment "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN: CONTAINS 80.00 ACRES MORE

OR LESS.

Attachment "B"

Conditions of Operation of Wasatch County

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211

BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LaREN PROVOST

RALPH L DUKE

May 11, 2001

Binggeli Rock Products
Attn: Deanna Binggeli
P.O. box 98
Heber City, Utah

Dear Deanna,

Binggeli Asphalt Plant was approved by the Wasatch County Commission on April 23, 2001. Following you will find a list of conditions for the approval for the asphalt plant at the Binggeli Pit.

1. Provide a detail landscape plan for the approval of the Wasatch County Planning Office prior to the operation of the asphalt plant. The Landscape Plan will include bonding for each phase.
2. Redesign the access road at about 2800 West and Charleston Cemetery Road to conform to Charleston City and Wasatch County standards
3. Provide an ingress/egress plan for review and approval by Wasatch county Engineer's Office and UDOT.
4. Maintain noise level consistent with the surrounding residential uses. This could be accomplished by allowing the operation of the concrete batching and asphalt mixtures from 5:30 a.m. to 9:00 p.m. while the crushing operation is permitted only from 6:00 a.m. to 9:00 p.m. during daylight hours. Noise level between the hours of 8:00 p.m. and 7:00 a.m. shall not exceed 55 db and the average peak noise between 7:00 a.m. and 8:00 p.m. shall not exceed 70 db.

An exception to the above may be allowed, if the Planning Director believes that the disturbance will be minimal. If the Planning Director believes that the disturbance will be more than minimal, the County Commission must approve any such temporary changes in the hours of dispatch. Such temporary changes may be granted with conditions. Temporary changes shall not exceed a maximum of ninety (90) days in any rolling year, and requires a finding that such special operations will be for the public good. The County Commission may only grant a special operation that will exceed the (90) days maximum after a public hearing within fourteen (14) days publication of notice.

5. Keep all lighting within the operation away from the surrounding properties.

CLERK/AUDITOR
BRENT R. TITCOMB

RECORDER
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURGNER

TREASURER
KAROLYN WALL

ATTORNEY
DAN H. MATTHEWS

JUSTICE COURT JUDGE
BLAIN HYLTON

6. Take all necessary steps to minimize odors by using the latest available Technology.
7. Conform to the State and Federal environmental requirement pertaining to the operation of the asphalt plant.
8. Keep the dust under control by frequently watering the road and areas within the operation, or pave the road that will be used for the asphalt plant.
9. This Conditional Use Permit is subject to an annual review by the County Commission.
10. The Applicant consents to allow the Wasatch County Zoning Administrator or his staff, entrance to the property for inspection and to determine compliance with the conditions of this permit.

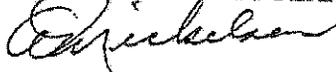
Within six months, the applicant agrees to provide, to a member of the Planning Department, training necessary to comply with the safety standards associated with on-site personnel.

It is important that all of these conditions will be followed. Your cooperation will avoid or reduce complaints from the adjoining property owners and the public.

Thank you for your assistance and willingness to work with the County on this sensitive issue.

Sincerely,

WASATCH COUNTY PLANNING



Al Mickelsen
Director

cc: Mystere Sapia

Attachment "C"

Zoning Map



CHARLESTON TOWN

3454 West 3400 South • Charleston, Utah 84032
435-654-7177 • Fax 435-654-9005

May 29, 2025

Deidre Henderson

Utah Lieutenant Governor

Utah State Capitol Complex, Suite 220

Salt Lake City, UT 84114-2325

Dear Ms. Henderson:

This is a written notice of an impending boundary action. The action is an annexation into the Town of Charleston 80.00 acres of land currently in Wasatch County. We are seeking a certificate of approval from your office for this annexation.

All requirements applicable to the boundary action have been met.

The Town Council approved the petition and passed ordinance 2025-01 granting acceptance into the Town of Charleston on May 5, 2025. We have included a copy of the final annexation plat and ordinance 2025-01 with the required signatures. We have scanned it down into an 8.5 x 11 sheet and included a pdf of the intended plat.

If you have any questions regarding this transaction, please feel free to contact me. 435-654-7177

Email: charlestantownclerk@gmail.com

Sincerely,

Karen Mair

Charleston Town Clerk/Recorder

enc



CHARLESTON TOWN

3454 West 3400 South • Charleston, Utah 84032
435-654-7177 • Fax 435-654-9005

May 29, 2025

Deidre Henderson

Utah Lieutenant Governor

Utah State Capitol Complex, Suite 220

Salt Lake City, UT 84114-2325

Dear Ms. Henderson:

This is a written notice of an impending boundary action. The action is an annexation into the Town of Charleston 80.00 acres of land currently in Wasatch County. We are seeking a certificate of approval from your office for this annexation.

All requirements applicable to the boundary action have been met.

The Town Council approved the petition and passed ordinance 2025-01 granting acceptance into the Town of Charleston on May 5, 2025. We have included a copy of the final annexation plat and ordinance 2025-01 with the required signatures. We have scanned it down into an 8.5 x 11 sheet and included a pdf of the intended plat.

If you have any questions regarding this transaction, please feel free to contact me. 435-654-7177

Email: charlestantownclerk@gmail.com

Sincerely,

Karen Mair

Charleston Town Clerk/Recorder

enc

ORDINANCE NO. 2025-01

**A ORDINANCE APPROVING THE BINGELLI
ANNEXATION PETITION AND ACCEPTING THE AGREEMENT
OF CONDITIONS OF APPROVAL FOR ANNEXATION OF
BINGELLI PARCEL**

WHEREAS, Applicant has on February 20, 2024, filed a Petition for Annexation of property into the Town of Charleston, including properties legally described in Exhibit "A" and shown on the Annexation Map on Exhibit "B", both of which are hereto attached to this Ordinance; and

WHEREAS, Applicant has executed the attached *2025 Agreement of Conditions of Approval for the Annexation of the Bingelli Parcel* attached hereto as Exhibit "C" as a condition of the Town of Charleston approving the annexation.

IT IS HEREBY RESOLVED AS FOLLOWS:

Based upon the above and Applicant's execution of an agreement to all the terms of the Conditions; and

Based upon the Town of Charleston reserving all its full statutory and common law discretion, the Town of Charleston hereby approves the Petition for Annexation pursuant to Section 10-2-401 et seq. of the Utah Code Annotated.

Based on the application request, the property covered by this ordinance shall be granted the zoning designation of Industrial (I).

This Ordinance shall be effective upon the posting of a copy in each of three (3) public places within the corporate limits of Charleston and posting on the Website.

PASSED AND ADOPTED by the Town of the of Charleston, Wasatch County, Utah, this 2nd day of January, 2025.

	YES	NO	ABSENT
Council Member Scott Solum	<u> X </u>	_____	_____
Council Member Jim Brown	<u> X </u>	_____	_____
Council Member Marc Mair	<u> X </u>	_____	_____
Council Member Don Sant	<u> X </u>	_____	_____
Mayor Brenda Christensen	<u> X </u>	_____	_____

By: Brenda Christensen
Mayor Brenda Christensen

Attest: Karen [Signature]
Town Recorder

Seal:



Approved as to form: [Signature]
Town Attorney

Exhibit "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN: CONTAINS 80.00 ACRES MORE

OR LESS.

Exhibit "B"

Annexation Map

To be provided by Applicant

Exhibit "C"

2025 Agreement of Conditions

Exhibit "C"

**2025 AGREEMENT OF
CONDITIONS OF APPROVAL
TO ANNEX BINGELLI
PARCEL**

THIS AGREEMENT (the "**Agreement**") is made and entered into this 2nd day of January 2025, (the "**Effective Date**"), by and between the **Town of Charleston** (the "**Town**"), a Utah municipal corporation and **Bingelli Rock Products LLC**, a Utah Limited Liability Company "**Applicant**".

RECITALS:

- A. The Town and the Applicant consider it mutually beneficial to Annex Applicant's property into the Town limits.
- B. The Company and the Applicant agree that this Agreement shall set forth the terms and conditions under which this annexation approval is based.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree that as a condition of the Town of Charleston approving the Petition of the undersigned Applicant for annexation of properties into the Town of Charleston, said properties being legally described herein as Attachment "A". Said properties being located outside the Town of Charleston which consists of 78.33 acres owned by Bingelli Rock Products LLC. Applicant and the Town of Charleston (the "Town") agree to be mutually bound by the following terms and conditions:

- 1. Conditions contained herein are subject to receipt of final approval of the Petition from all required Town agencies and bodies, including such zoning as will allow for the development of the subject property as set forth in the Petition and such other documents as may be submitted to the Town by the Applicant, subject only to the conditions contained herein and such additional conditions as Applicant may hereafter agree to.
- 2. Applicant, hereby agrees to adhere to all conditions, terms, requirements and so forth, as previously agreed to while under the jurisdiction of Wasatch County, herein attached to this agreement as Attachment "B", *Existing Conditions of Operation of Wasatch County*, excepting the following:
 - a. none
- 3. Applicant hereby agrees that the annexed property will be zoned I-1, as outlined on the attached map, Attachment "C".

4. Applicant agrees to process site, concept, preliminary and final plans, as may be required by Town ordinances, for any development proposals through the Town Planning Commission and Board under the Town of Charleston Ordinances (as the same may be from time to time amended) and agrees that no “vesting rights” issues exist with the Town of Charleston under any previous application, agreement, or approval with the Town of Charleston.

5. Applicant hereby agrees that any plans submitted to the Town, as outlined in Section 4. above, will take into consideration a minimum of the following:

A. Discuss public trail easements surrounding and through the property, especially connecting to any future trail system to be constructed by the town or others.

B. Provide Water shares or water rights and infrastructure, in type and amount determined by the Charleston Water Conservancy District, “**Water District**”, which shall be turned over to the Water District prior to any final approvals of the Town for permits and so forth, subject to a binding commitment for adequate water service by the Water District and annexation of the property into the Water District boundaries.

C. Submit appropriate documentation and designs relative to any existing and future roads within the annexation area that are requested to become public. Approval and acceptance by the Town shall be at the sole discretion of the Town Board.

6. Applicant agrees to adhere to the Town building, fire, zoning, nuisance and all other applicable Town, county, state, and federal codes, as the same may be amended from time to time.

7. Applicant agrees to pay all annexation fees, as per the Town’s adopted fee schedule and any outside consulting fees incurred by the Town on behalf of the Applicant for costs directly related to application and processing.

8. Applicant agrees to construct a six (6) foot tall masonry or pre-cast concrete fence along the common boundary of the annexation parcel and the Charleston Town Cemetery. Said fence shall be completed within one (1) year of the date the parcel is legally annexed into the Town.
(See minutes of April 3, 2025).

9. Applicant agrees to comply with the regulations and required permitting of the Utah Division of Oil, Gas, and Mining.

10. Miscellaneous Provisions:

A. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is specified or is clearly a factor.

B. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.

C. The Recitals to this Agreement are incorporated as a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, and the masculine includes the feminine and vice versa. The term "including" and words of similar import mean "including, without limitation" and the phrase "sole discretion" means "sole and absolute discretion". This Agreement has been negotiated by the parties and shall not be construed for or against any of them.

D. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior promises, negotiations, representations or warranties not contained herein with respect to the matter hereof.

E. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.

F. Applicant agrees to pay to the Town all legal fees, including court costs, incurred by the Town should the Applicant default on any portion of this agreement.

G. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement.

H. That, upon execution of this Agreement this agreement in its entirety, shall be recorded at the Office of the Wasatch County Recorder and shall become a covenant running with the land.

Rest of Page Left Intentionally Blank

TOWN'S AUTHORIZING SECTION

DATED THIS 30th day of April, 2025.

ATTEST:

By: [Signature]

Town Clerk

CHARLESTON TOWN,
A Utah Municipal Corporation

By: [Signature]
Mayor Christensen

Seal:



APPROVED AS TO FORM

[Signature]
Town Attorney

Rest of Page Intentionally Left Blank

APPLICANT'S AUTHORIZING SECTION

Bingelli Rock Products Section

By [Signature]

It's Managing Member

Date: 4-30-25

and

By _____

It's _____

Date: _____

STATE OF UTAH)

)ss

COUNTY OF WASATCH)

On this day 30 of April, 2025,
personally appeared before me, Melvin McQuarrie & _____,
whose identities are personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he is the Managing Member and _____
is the _____ of _____ by authority of its members or its articles of
organization, and each acknowledged to me that said Limited Liability? Company executed the
same.

[Signature]

Notary Public



Rest of Page Intentionally Left Blank

Attachment "A"

2025 Bingelli Annexation Legal Description

To be provided by Applicant

BOUNDARY DESCRIPTION

THE BINGGELI PROPERTY TO BE ANNEXED INTO THE TOWN OF CHARLESTON IS DESCRIBED AS FOLLOWS:

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 4 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN: CONTAINS 80.00 ACRES MORE

OR LESS.

Attachment "B"

Conditions of Operation of Wasatch County

WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211

BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LaREN PROVOST

RALPH L DUKE

May 11, 2001

Binggeli Rock Products
Attn: Deanna Binggeli
P.O. box 98
Heber City, Utah

Dear Deanna,

Binggeli Asphalt Plant was approved by the Wasatch County Commission on April 23, 2001. Following you will find a list of conditions for the approval for the asphalt plant at the Binggeli Pit.

1. Provide a detail landscape plan for the approval of the Wasatch County Planning Office prior to the operation of the asphalt plant. The Landscape Plan will include bonding for each phase.
2. Redesign the access road at about 2800 West and Charleston Cemetery Road to conform to Charleston City and Wasatch County standards
3. Provide an ingress/egress plan for review and approval by Wasatch county Engineer's Office and UDOT.
4. Maintain noise level consistent with the surrounding residential uses. This could be accomplished by allowing the operation of the concrete batching and asphalt mixtures from 5:30 a.m. to 9:00 p.m. while the crushing operation is permitted only from 6:00 a.m. to 9:00 p.m. during daylight hours. Noise Level between the hours of 8:00 p.m. and 7:00 a.m. shall not exceed 55 db and the average peak noise between 7:00 a.m. and 8:00 p.m. shall not exceed 70 db.

An exception to the above may be allowed, if the Planning Director believes that the disturbance will be minimal. If the Planning Director believes that the disturbance will be more than minimal, the County Commission must approve any such temporary changes in the hours of dispatch. Such temporary changes may be granted with conditions. Temporary changes shall not exceed a maximum of ninety (90) days in any rolling year, and requires a finding that such special operations will be for the public good. The County Commission may only grant a special operation that will exceed the (90) days maximum after a public hearing within fourteen (14) days publication of notice.

5. Keep all lighting within the operation away from the surrounding properties.

CLERK/AUDITOR
BRENT R. THICOMB

RECORDER
ELIZABETH M. PARCELL

SHERIFF
MIKE SPANOS

ASSESSOR
GLEN C. BURGNER

TREASURER
KAROLYN WALL

ATTORNEY
DAN H. MATTHEWS

JUSTICE COURT JUDGE
BLAIN HYLTON

6. Take all necessary steps to minimize odors by using the latest available Technology.
7. Conform to the State and Federal environmental requirement pertaining to the operation of the asphalt plant.
8. Keep the dust under control by frequently watering the road and areas within the operation, or pave the road that will be used for the asphalt plant.
9. This Conditional Use Permit is subject to an annual review by the County Commission.
10. The Applicant consents to allow the Wasatch County Zoning Administrator or his staff, entrance to the property for inspection and to determine compliance with the conditions of this permit.

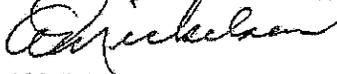
Within six months, the applicant agrees to provide, to a member of the Planning Department, training necessary to comply with the safety standards associated with on-site personnel.

It is important that all of these conditions will be followed. Your cooperation will avoid or reduce complaints from the adjoining property owners and the public.

Thank you for your assistance and willingness to work with the County on this sensitive issue.

Sincerely,

WASATCH COUNTY PLANNING



Al Mickelsen
Director

cc: Mystere Sapia

Attachment "C"

Zoning Map