

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 ROSENBRUCH ADDITION located in CITY OF SANTA CLARA, dated OCTOBER 23, 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 ROSENBRUCH ADDITION located in WASHINGTON COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 8<sup>th</sup> day of December, 2025 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor

Mayor  
Rick Rosenberg

City Manager  
Brock Jacobsen



City Council  
Jarett Waite  
Ben Shakespeare  
Christa Hinton  
Janene Burton  
Dave Pond

June 18, 2025

## NOTICE OF CERTIFICATION

**To:** The Honorable Mayor Rick Rosenberg

**And:** Members of the Santa Clara City Council

**Re:** Annexation Petition Certification – Randall Yocum Manager, Real Free Range, LLC

Dear Mayor Rosenberg and City Council Members,

Pursuant to Utah Code § 10-2-405, this letter serves as formal notification that the City Recorder has reviewed the annexation petition for the property generally located at: **4405 W 1700 N**

The City Council accepted the petition for further consideration on May 14, 2025. Following a detailed review, I hereby certify that the annexation petition:

- Meets the requirements of Utah Code § 10-2-403(3) and (4).
- Contains the necessary signatures and documentation.
- Complies with all applicable statutory provisions for annexation.

As required by law, this certification triggers the next steps in the annexation process, including the publish of notice of proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. Copies of this certification notice will also be sent to the petition sponsor and the county legislative body in accordance with state code.

Please contact my office if you require additional documentation or have any questions related to this certification.

Respectfully submitted,  
**Selena Nez**  
City Recorder  
Santa Clara City, Utah



October 23, 2025

**NOTICE OF IMPENDING BOUNDARY ACTION**

TO: Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Santa Clara City, Utah (“Council”) at a regular meeting of the Council, duly convened pursuant to notice, on August 13, 2025, adopted Ordinance No. 2025-14, titled, “An Ordinance of the City of Santa Clara, Utah, Approving a Petition for Annexation of Certain Real Property Identified as the “Rosenbruch Addition.” In accordance with Applicable Utah Law” (Annexation Ordinance”). A copy of the Annexation Ordinance is attached.

A copy of the Final Local Entity Plat satisfying the applicable legal requirements in Utah Code § 17-23-20, approved as a final local entity by the Acting Washington County Surveyor, is also attached.

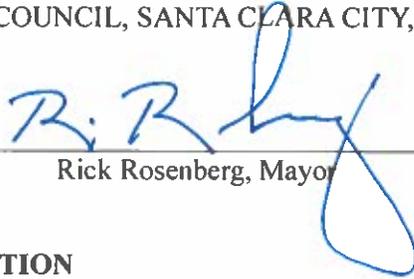
The Annexation Ordinance approved the annexation of the property described in the Annexation Ordinance and shown on the Final Local Entity Plat into the legal boundaries of Santa Clara City, Utah.

The City Council, as approving authority, certifies that all requirements applicable to the annexation of the property into the legal boundaries of Santa Clara City, Utah, as more particularly described in the Annexation Ordinance and shown on the Final Local Entity Plat, have been met.

The Council hereby respectfully requests the issuance of a Certificate of Annexation pursuant to the provisions of Utah Code § 67-1a-6.5.

Dated this 29 day of October, 2025

CITY COUNCIL, SANTA CLARA CITY, UTAH

By:   
Rick Rosenberg, Mayor

**VERIFICATION**

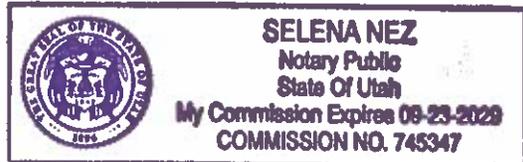
State of Utah,  
§  
County of Washington

Subscribed and sworn before me Selena Nez, on this  
(Notary Public Printed Name)

29 day of October, 2025 by

RICK ROSENBERG  
(Print Name)

  
Notary Public Signature



**CITY OF SANTA CLARA  
ORDINANCE NO. 2025-14**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, APPROVING A  
PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY IDENTIFIED AS  
THE “ROSENBRUCH ADDITION,” IN ACCORDANCE WITH APPLICABLE UTAH  
LAW.**

**WHEREAS**, Santa Clara City (hereafter the “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, Title 10, Chapter 2, Part 8 of the Utah Code provides the process of annexation of unincorporated area into a municipality by a petition for the same; and

**WHEREAS**, the City received a notice of intent to file a petition for annexation of certain property identified as the “Rosenbruch Addition,” Parcel No. 7931-A-1-A, of approximately 51.24 acres, located at approximately 4405 W. 1700 N. (hereafter the “Annexation Property”) in an unincorporated area contiguous to the present boundaries of the City, as required by Utah Code §10-2-806(2); and

**WHEREAS**, the notice of intent to file was copied to each affected entity as required by Utah Code §10-2-806(2)(A)(i)(b), and Washington County sent the notice required by §10-2-806(2)(B)(i)(a) to the owner of each property within the Annexation Property, and within 300 feet of the same; and

**WHEREAS**, the City then received a Petition requesting annexation of the Annexation Property; and

**WHEREAS**, the Petition contained the signature of owners all the real property in Annexation property, all of which is private property, and met the requirements of Utah Code §10-2-806(3)(b); and

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

**WHEREAS**, the Petition was accepted by vote of the City Council in its regular meeting held on May 14, 2025; and

**WHEREAS**, said Petition was certified by the City Recorder in accordance with applicable Utah law on June 18, 2025, and notice was duly provided of the same; and

**WHEREAS**, the City Council held its public hearing on the certified petition on August 13, 2025, after publication of the required notice; and

**WHEREAS**, no timely protests have been filed and the City Council now desires to act on said certified petition; and

**NOW, THEREFORE, BE IT ORDAINED** by the Santa Clara City Council, 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 been properly posted or otherwise given.
5. That no 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 document, including the Annexation Plat.

**Section 2. Annexation Approved.**

In accordance with Utah Code §10-2-810(6)(b), the area that is the subject of the Annexation Petition as provided in the Annexation Plat attached hereto as Exhibit “A” and incorporated herein with this reference, is hereby annexed as part of Santa Clara City.

**Section 3. Annexation Agreement.**

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

**Section 4. Zoning Designation.**

The property subject to the annexation in Exhibit “A” is hereby designated as the Open Space (OS) zone set forth in Chapter 17.56 of the Santa Clara City Code, as required by City Code §17.04.190, and further subject to the terms set forth in the Annexation Agreement.

**Section 5. Annexation Finalization.**

City staff is hereby authorized and directed to comply with the requirements of Utah Code §10-2-813 to finalize this annexation. The Mayor is hereby authorized to execute any documents or instruments associated with this annexation, including the Annexation Agreement, or to effectuate the same on behalf of the City Council.

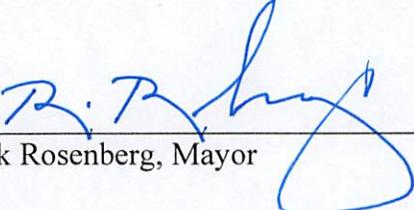
**Section 6. Effective Date**

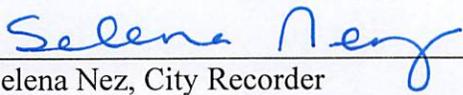
The effective date of this annexation is in accordance with the requirements established by Utah Code §10-2-813.

**ADOPTED** by a duly constituted quorum of the Santa Clara City Council this 13<sup>th</sup> day of August, 2025.

**IN WITNESS THERETO:**

Attest:

  
\_\_\_\_\_  
Rick Rosenberg, Mayor

  
\_\_\_\_\_  
Selena Nez, City Recorder





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*[Faint signature]*

*[Faint text]*

*[Faint text]*

*[Faint text]*

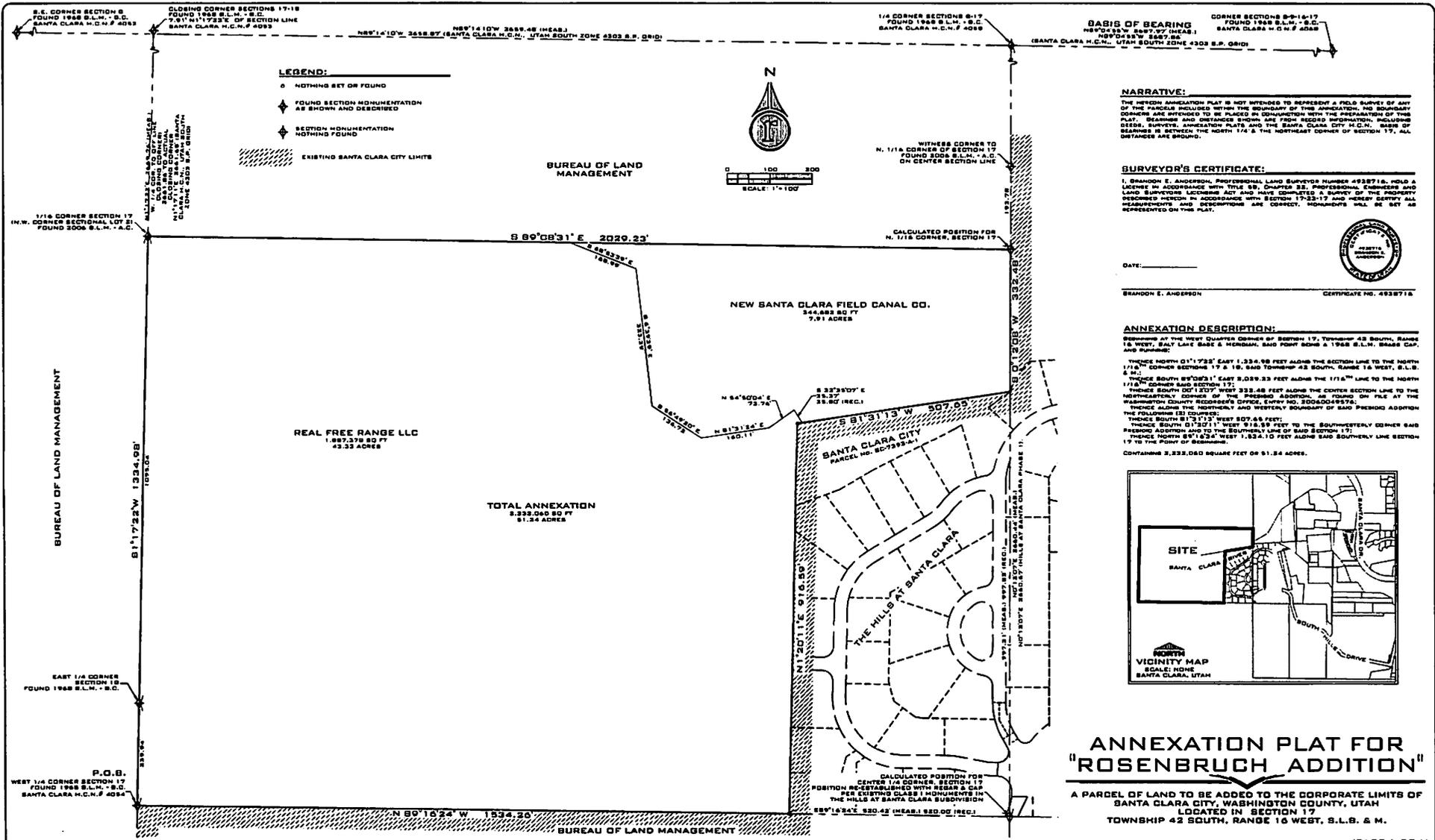
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**EXHIBIT "A"**  
**TO ORDINANCE 2025-14**

ANNEXATION PLAT  
(see following pages)



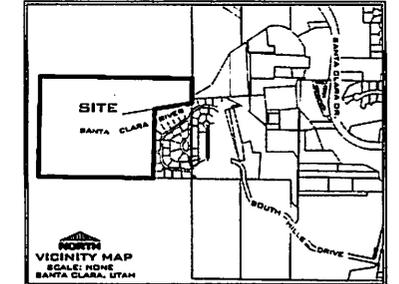
**NARRATIVE:**  
 THE HEREIN ANNEXATION PLAT IS NOT INTENDED TO REPRESENT A FIELD SURVEY OF ANY OF THE PARCELS INCLUDED WITHIN THE BOUNDARY OF THE ANNEXATION. NO BOUNDARY CORNERS ARE INTENDED TO BE PLACED IN CONJUNCTION WITH THE PREPARATION OF THIS PLAT. BEARINGS AND DISTANCES SHOWN ARE FROM RECORDED INFORMATION, INCLUDING DEEDS, SURVEY, ANNEXATION PLATS AND THE SANTA CLARA CITY H.C.M. BASIS OF BEARINGS IS BETWEEN THE NORTH 1/4 & THE NORTHEAST CORNER OF SECTION 17. ALL DISTANCES ARE ROUNDED.

**SURVEYOR'S CERTIFICATE:**  
 I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938718, HOLD A LICENSE IN ACCORDANCE WITH THE 19, CHAPTER 32, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSE ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH SECTION 17-2117 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. HIGHLIGHTS WILL BE SET AS REPRESENTED ON THE PLAT.



DATE: \_\_\_\_\_  
 BRANDON E. ANDERSON CERTIFICATE NO. 4938718

**ANNEXATION DESCRIPTION:**  
 BEGINNING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALLY LAKE BASIN & MORGAN, SAND POINT SOGS & 1968 S.L.M., BRASS CAP, AND NUMBER:  
 THENCE NORTH 01°17'28" EAST 1,334.98 FEET ALONG THE SECTION LINE TO THE NORTH 1/16 CORNER SECTIONS 17 & 18, SAID TOWNSHIP 42 SOUTH, RANGE 16 WEST, S.L.B. & M.;  
 THENCE SOUTH 89°02'31" EAST 2,039.33 FEET ALONG THE 1/16" LINE TO THE NORTH 1/16 CORNER SAID SECTION 17;  
 THENCE SOUTH 07°12'07" WEST 332.48 FEET ALONG THE CENTER SECTION LINE TO THE NORTHEASTLY CORNER OF THE FOREGOING ADDITION, AS FOUND ON FILE AT THE WASHINGTON COUNTY RECORDER'S OFFICE, ENTRY NO. 20040049576;  
 THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID FOREGOING ADDITION THE FOLLOWING: 32 TOWNSHIP 42 SOUTH, RANGE 16 WEST, S.L.B. & M.;  
 THENCE SOUTH 81°31'13" WEST 807.03 FEET TO THE SOUTHWESTERLY CORNER SAID FOREGOING ADDITION AND TO THE SOUTHWESTLY LINE OF SAID SECTION 17;  
 THENCE SOUTH 81°23'41" WEST 1,824.10 FEET ALONG SAID SOUTHWESTLY LINE SECTION 17 TO THE POINT OF BEGINNING.  
 CONTAINING 2,332,260 SQUARE FEET OR 51.24 ACRES.



## ANNEXATION PLAT FOR "ROSENBRUCH ADDITION"

A PARCEL OF LAND TO BE ADDED TO THE CORPORATE LIMITS OF SANTA CLARA CITY, WASHINGTON COUNTY, UTAH LOCATED IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 16 WEST, S.L.B. & M.

<p><b>ROSENBERG ASSOCIATES</b>          CIVIL ENGINEERS &amp; LAND SURVEYORS          593 EAST BRUNNAGE DRIVE, SUITE A-3, ST. GEORGE, UTAH 84790 PH: (435) 875-8888 FX: (435) 873-8397 WWW.RADIVL.COM</p>	<p><b>COUNTY SURVEYOR'S APPROVAL:</b>          THE HEREIN ANNEXATION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. THIS _____ DAY OF _____, 20____.</p>	<p><b>APPROVAL AS TO FORM:</b>          APPROVED AS TO FORM UNDERGROUND TO THIS DAY OF _____, A.D. 20____.</p>	<p><b>CITY SURVEYOR'S APPROVAL:</b>          THE HEREIN ANNEXATION PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. THIS _____ DAY OF _____, 20____.</p>	<p><b>APPROVAL AND ACCEPTANCE BY SANTA CLARA CITY:</b>          WE, THE MAYOR AND CITY RECORDER OF THE CITY OF ST. GEORGE, UTAH HAVE REVIEWED THE ABOVE ANNEXATION PLAT AND HEREBY ACCEPT IT WITH ALL COMMITMENTS OR DEDICATIONS PERTAINING THEREBY.</p>	<p><b>RECORDED NO.:</b> _____</p>
	<p>SURVEY/PLAT FILE NUMBER: 1313/2024          DATE: 11/13/2024          D.G.A. CHECKED: _____</p>	<p>COUNTY SURVEYOR: _____ DATE: _____          WASHINGTON COUNTY, UTAH</p>	<p>CITY ATTORNEY: _____ DATE: _____          CITY OF ST. GEORGE, UTAH</p>	<p>CITY SURVEYOR: _____ DATE: _____          SANTA CLARA CITY, UTAH</p>	<p>SANTA CLARA CITY HAYOR: _____ DATE: _____          SANTA CLARA CITY RECORDER ATTST: _____ DATE: _____</p>

**EXHIBIT "B"**  
**TO ORDINANCE 2025-14**

FORM OF ANNEXATION AGREEMENT  
(see following pages)

**When recorded, return to:**  
Santa Clara City  
c/o Matthew J. Ence  
SNOW JENSEN & REECE, PC  
912 West 1600 South, Suite B200  
St. George, UT 84765

**Parcel No.: 7391-A-1-A**

**ANNEXATION AGREEMENT  
ROSENBRUCH ADDITION  
(Santa Clara City)**

THIS ANNEXATION AGREEMENT (herein "Agreement") is entered into this 20<sup>th</sup> day of August, 2025, by and between Real Free Range, LLC, a Utah limited liability company ("Owner"), and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah (herein "City").

**RECITALS**

WHEREAS, Owner owns approximately 43.33 acres of land in Washington County, Utah, which Owner has petitioned to have annexed into the City.

WHEREAS, Owner's real property within the City is described in Exhibit A (hereafter the "Property"); and

WHEREAS, on August 13, 2025, the City Council approved the annexation of Owner's property into the City, subject to the terms and provisions of this Annexation Agreement.

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

**1. Recitals.**

The Recitals above are hereby incorporated into this Agreement.

**2. Utility Service to the Property.**

a. That portion of the Property north of the Santa Clara River may continue to receive electrical service from Rocky Mountain Power so long as electrical infrastructure does not need to be developed or expanded. In the event that future development or other changes to the legal use of the property require additional connections or infrastructure, then power service to the property north of the river needs to be transitioned to Santa Clara power, and the costs of the same, including payment of applicable City impact fees and connection fees for the existing dwellings and all other uses, will be borne by the property owner.

b. That portion of the Property south of the Santa Clara River will at all times be serviced by Santa Clara City utilities, including but not limited to sewer and power.

**3. Access to the Property via Public Roads.**

a. Any new development on that portion of the Property north of the Santa Clara River will require dedication of all roadways sufficient to provide public road access to all current and applied-for land uses, to City standards and specifications.

b. Until additional development entitlements are sought on the north side of Santa Clara River, Santa Clara City will continue to maintain the existing access roads in their current condition.

**4. Impact Fees.**

a. *Water.* The City acknowledges that the impact fees charged by the Washington County Water Conservancy District have not been paid for the two existing dwellings located on the Property north of the Santa Clara River. City water impact fees for the existing residential connections have previously been paid.

b. *Public Safety, Parks, and Storm Drain.* The City agrees to waive any sewer, public safety, parks, and storm drain impact fees which otherwise may have been charged in relation to the two existing dwellings on the Property.

c. *Sewer.* The two existing dwellings on the Property are serviced by septic. In the event that future development applications trigger an obligation to connect the existing dwellings to sewer, then sewer impact fees for the existing dwellings shall be paid by the property owner, in the amounts required at the time such applications are made, and in addition to any other required impact fees.

d. *Power.* As acknowledged in paragraph 2.a. above, the portion of the property north of the Santa Clara River is currently and will remain serviced by Rocky Mountain Power. In the event that future development applications trigger an obligation under this Agreement to connect the existing dwellings to City power, then power impact fees for the existing dwellings shall be paid by the property owner, in the amounts required at the time such applications are made, and in addition to any other required impact fees.

e. *Impact Fees Required by Future Development.* All required impact fees of whatever type related to future development will be paid by the property as triggered by future development applications, in the amounts required at the time such applications are made.

**5. Agreement to Run with the Land.**

This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Owner in the ownership or development of any portion of the Property.

**6. Assignment.**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities

arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Owner.

**7. No Joint Venture, Partnership or Third-Party Rights.**

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties; except as expressly provided herein.

**8. Amendment or Supplementation.**

This Agreement may be amended, supplemented or replaced with the signed, written agreement of both parties hereto, including with a development agreement later approved in relation to development on one or more portions of the Property.

**9. Integration.**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

**10. Notices.**

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:

Santa Clara City  
Attn: City Manager  
2603 Santa Clara Drive  
Santa Clara, UT 84765

With a copy to:

Santa Clara City Attorney  
Attn: Matthew J. Ence  
Snow Jensen & Reece, PC  
912 West 1600 South, Ste. B200  
St. George, UT 84765

Owner:

Real Free Range, LLC  
2474 W. Chardonnay Lane  
St. George, UT 84770

With a copy to:

2474 W. Chardonnay Lane  
St. George, UT 84770

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

**11. Law and Usage.**

Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

**12. Court Costs.**

In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

**13. Expenses.**

The Owner and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

**14. Waiver.**

Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

**15. Effective Date.**

This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.

*(signatures on the following page)*

**Remainder of page left blank**

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

OWNER

CITY OF SANTA CLARA

Real Free Range, LLC

By: Randall Yocum  
Its:

Rick Rosenberg  
Rick Rosenberg, Mayor

Attest:

Selena Nez  
Selena Nez, City Recorder

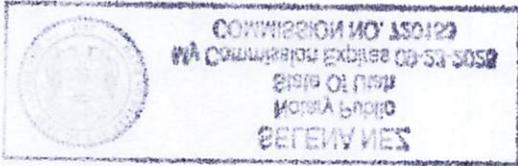


STATE OF UTAH,            )  
                                      : ss.  
County of Washington.    )

On the 20<sup>th</sup> day of August, 2025, personally appeared before me Randall Yocum, who being by me duly sworn did say that he/she is the OWNER of Real Free Range, LLC; and that he/she executed the foregoing Annexation Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.



Selena Nez  
Notary Public



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*[Handwritten signature]*

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Exhibit "A"**

Beginning at the West Quarter Corner of Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, said point being a 1968 B.L.M. Brass Cap, and running;

thence North 01°17'22" East 1,334.98 feet along the section line to the North 1/16<sup>th</sup> corner sections 17 & 18, said Township 42 South, Range 16 West, S.L.B. & M.;

thence South 89°08'31" East 2,029.23 feet along the 1/16<sup>th</sup> line to the North 1/16<sup>th</sup> corner said section 17;

thence South 00°12'07" West 332.48 feet along the center section line to the Northeasterly corner of the Presidio Addition, as found on file at the Washington County Recorder's Office, Entry No. 20060049576;

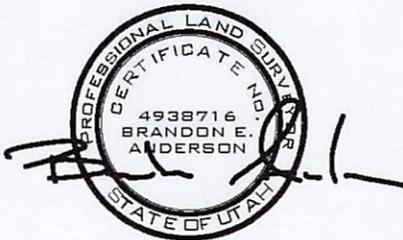
thence along the Northerly and Westerly boundary of said Presidio Addition the following (2) courses;

thence South 81°31'13" West 507.65 feet;

thence South 01°20'11" West 916.59 feet to the Southwesterly corner said Presidio Addition and to the Southerly line of said Section 17;

thence North 89°16'34" West 1,534.10 feet along said Southerly line section 17 to the Point of Beginning.

Containing 2,232,060 square feet or 51.24 acres.



November 11, 2024

**CITY OF SANTA CLARA  
ORDINANCE NO. 2025-14-A**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, APPROVING A  
PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY IDENTIFIED AS  
THE “ROSENBRUCH ADDITION,” IN ACCORDANCE WITH APPLICABLE UTAH  
LAW.**

**WHEREAS**, Santa Clara City (hereafter the “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah; and

**WHEREAS**, Title 10, Chapter 2, Part 8 of the Utah Code provides the process of annexation of unincorporated area into a municipality by a petition for the same; and

**WHEREAS**, the City received a notice of intent to file a petition for annexation of certain property identified as the “Rosenbruch Addition,” Parcel No. 7931-A-1-A, of approximately 51.24 acres, located at approximately 4405 W. 1700 N. (hereafter the “Annexation Property”) in an unincorporated area contiguous to the present boundaries of the City, as required by Utah Code §10-2-806(2); and

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**WHEREAS**, the City then received a Petition requesting annexation of the Annexation Property; and

**WHEREAS**, the Petition contained the signature of owners all the real property in Annexation property, all of which is private property, and met the requirements of Utah Code §10-2-806(3)(b); and

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

**WHEREAS**, the Petition was accepted by vote of the City Council in its regular meeting held on May 14, 2025; and

**WHEREAS**, said Petition was certified by the City Recorder in accordance with applicable Utah law on June 18, 2025, and notice was duly provided of the same; and

**WHEREAS**, the City Council held its public hearing on the certified petition on August 13, 2025, after publication of the required notice; and

**WHEREAS**, no timely protests have been filed and the City Council now desires to act on said certified petition; and

**NOW, THEREFORE, BE IT ORDAINED** by the Santa Clara City Council, 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 been properly posted or otherwise given.
5. That no 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 document, including the Annexation Plat.

**Section 2. Annexation Approved.**

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The property subject to the annexation in Exhibit “A” is hereby designated as the Open Space (OS) zone set forth in Chapter 17.56 of the Santa Clara City Code, as required by City Code §17.04.190, and further subject to the terms set forth in the Annexation Agreement.

**Section 5. Annexation Finalization.**

City staff is hereby authorized and directed to comply with the requirements of Utah Code §10-2-813 to finalize this annexation. The Mayor is hereby authorized to execute any documents or instruments associated with this annexation, including the Annexation Agreement, or to effectuate the same on behalf of the City Council.

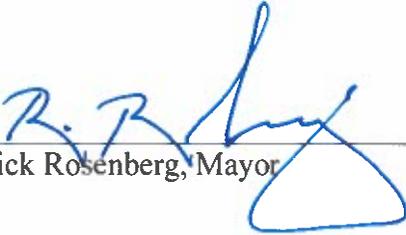
**Section 6. Effective Date**

The effective date of this annexation is in accordance with the requirements established by Utah Code §10-2-813.

**ADOPTED** by a duly constituted quorum of the Santa Clara City Council this 12<sup>th</sup> day of November, 2025.

**IN WITNESS THERETO:**

Attest:

  
Rick Rosenberg, Mayor

  
Selena Nez, City Recorder



**EXHIBIT "A"**  
**TO ORDINANCE 2025-14-A**

ANNEXATION PLAT  
(see following pages)



**EXHIBIT "B"**  
**TO ORDINANCE 2025-14-A**

FORM OF ANNEXATION AGREEMENT  
(see following pages)

**When recorded, return to:**

Santa Clara City  
c/o Matthew J. Ence  
SNOW JENSEN & REECE, PC  
912 West 1600 South, Suite B200  
St. George, UT 84765

**Parcel No.: 7391-A-1-A**

**ANNEXATION AGREEMENT  
ROSENBRUCH ADDITION  
(Santa Clara City)**

THIS ANNEXATION AGREEMENT (herein "Agreement") is entered into this 20<sup>th</sup> day of August, 2025, by and between Real Free Range, LLC, a Utah limited liability company ("Owner"), and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah (herein "City").

**RECITALS**

WHEREAS, Owner owns approximately 43.33 acres of land in Washington County, Utah, which Owner has petitioned to have annexed into the City.

WHEREAS, Owner's real property within the City is described in Exhibit A (hereafter the "Property"); and

WHEREAS, on August 13, 2025, the City Council approved the annexation of Owner's property into the City, subject to the terms and provisions of this Annexation Agreement.

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

**1. Recitals.**

The Recitals above are hereby incorporated into this Agreement.

**2. Utility Service to the Property.**

a. That portion of the Property north of the Santa Clara River may continue to receive electrical service from Rocky Mountain Power so long as electrical infrastructure does not need to be developed or expanded. In the event that future development or other changes to the legal use of the property require additional connections or infrastructure, then power service to the property north of the river needs to be transitioned to Santa Clara power, and the costs of the same, including payment of applicable City impact fees and connection fees for the existing dwellings and all other uses, will be borne by the property owner.

b. That portion of the Property south of the Santa Clara River will at all times be serviced by Santa Clara City utilities, including but not limited to sewer and power.

**3. Access to the Property via Public Roads.**

- a. Any new development on that portion of the Property north of the Santa Clara River will require dedication of all roadways sufficient to provide public road access to all current and applied-for land uses, to City standards and specifications.
- b. Until additional development entitlements are sought on the north side of Santa Clara River, Santa Clara City will continue to maintain the existing access roads in their current condition.

**4. Impact Fees.**

- a. *Water.* The City acknowledges that the impact fees charged by the Washington County Water Conservancy District have not been paid for the two existing dwellings located on the Property north of the Santa Clara River. City water impact fees for the existing residential connections have previously been paid.
- b. *Public Safety, Parks, and Storm Drain.* The City agrees to waive any sewer, public safety, parks, and storm drain impact fees which otherwise may have been charged in relation to the two existing dwellings on the Property.
- c. *Sewer.* The two existing dwellings on the Property are serviced by septic. In the event that future development applications trigger an obligation to connect the existing dwellings to sewer, then sewer impact fees for the existing dwellings shall be paid by the property owner, in the amounts required at the time such applications are made, and in addition to any other required impact fees.
- d. *Power.* As acknowledged in paragraph 2.a. above, the portion of the property north of the Santa Clara River is currently and will remain serviced by Rocky Mountain Power. In the event that future development applications trigger an obligation under this Agreement to connect the existing dwellings to City power, then power impact fees for the existing dwellings shall be paid by the property owner, in the amounts required at the time such applications are made, and in addition to any other required impact fees.
- e. *Impact Fees Required by Future Development.* All required impact fees of whatever type related to future development will be paid by the property as triggered by future development applications, in the amounts required at the time such applications are made.

**5. Agreement to Run with the Land.**

This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Owner in the ownership or development of any portion of the Property.

**6. Assignment.**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities

arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Owner.

**7. No Joint Venture, Partnership or Third-Party Rights.**

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties; except as expressly provided herein.

**8. Amendment or Supplementation.**

This Agreement may be amended, supplemented or replaced with the signed, written agreement of both parties hereto, including with a development agreement later approved in relation to development on one or more portions of the Property.

**9. Integration.**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

**10. Notices.**

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:

Santa Clara City  
Attn: City Manager  
2603 Santa Clara Drive  
Santa Clara, UT 84765

With a copy to:

Santa Clara City Attorney  
Attn: Matthew J. Ence  
Snow Jensen & Reece, PC  
912 West 1600 South, Ste. B200  
St. George, UT 84765

Owner:

Real Free Range, LLC  
2474 W. Chardonnay Lane  
St. George, UT 84770

With a copy to:

2474 W. Chardonnay Lane  
St. George, UT 84770

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

**11. Law and Usage.**

Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

**12. Court Costs.**

In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

**13. Expenses.**

The Owner and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

**14. Waiver.**

Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

**15. Effective Date.**

This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.

*(signatures on the following page)*

**Remainder of page left blank**

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

OWNER

CITY OF SANTA CLARA

Real Free Range, LLC

By: Randall Yocum  
Its:

Rick Rosenberg  
Rick Rosenberg, Mayor

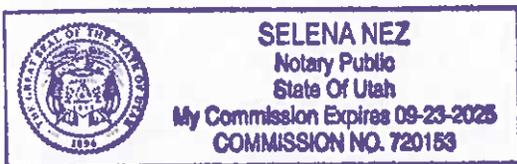
Attest:

Selena Nez  
Selena Nez, City Recorder



STATE OF UTAH,                    )  
  : ss.  
County of Washington.        )

On the 20<sup>th</sup> day of August, 2025, personally appeared before me Randall Yocum, who being by me duly sworn did say that he/she is the owner of Real Free Range, LLC; and that he/she executed the foregoing Annexation Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.



Selena Nez  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Exhibit "A"**

Beginning at the West Quarter Corner of Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, said point being a 1968 B.L.M. Brass Cap, and running;

thence North 01°17'22" East 1,334.98 feet along the section line to the North 1/16<sup>th</sup> corner sections 17 & 18, said Township 42 South, Range 16 West, S.L.B. & M.;

thence South 89°08'31" East 2,029.23 feet along the 1/16<sup>th</sup> line to the North 1/16<sup>th</sup> corner said section 17;

thence South 00°12'07" West 332.48 feet along the center section line to the Northeasterly corner of the Presidio Addition, as found on file at the Washington County Recorder's Office, Entry No. 20060049576;

thence along the Northerly and Westerly boundary of said Presidio Addition the following (2) courses;

thence South 81°31'13" West 507.65 feet;

thence South 01°20'11" West 916.59 feet to the Southwesterly corner said Presidio Addition and to the Southerly line of said Section 17;

thence North 89°16'34" West 1,534.10 feet along said Southerly line section 17 to the Point of Beginning.

Containing 2,232,060 square feet or 51.24 acres.



November 11, 2024

