STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from MT. PLEASANT, dated December 12th, 2006, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to MT. PLEASANT, located in Sanpete County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 25th day of January, 2007 at Salt Lake City, Utah.

GARY R. HERBERT
Lieutenant Governor

Ent 141427 Bk 541 Pg 869
Date: 13-DEC-2006 1:07PM
Fee: None
Filed By: TAJ
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: MT PLEASANT CITY

Ordinance 06-12-12

16-15-4E

Ordinance Annexing Specific Property to Mt. Pleasant Utah

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Mt. Pleasant, Utah, said owners being the owners of at least one-third (1/3) in value of said real property as shown by the last assessment roll; and

WHEREAS, said real property consists of approximately 6.811 acres and lies contiguous to the corporate boundaries of Mt. Pleasant, Utah and

WHEREAS, said owners have caused a petition to be filed with the City Recorder together with an accurate plat of the real property which was made under the supervision of a licensed surveyor; and

WHEREAS, Mt. Pleasant City Council accepted the petition for annexation; and within 30 days the City Recorder reviewed the petition and certified that the petition meets the requirements for annexation as provided by Utah State Law (Subsections 10-2-406),(3), and (4); and

WHEREAS, a notice was published not later than ten days after receipt of the notice of certification, in a newspaper of general circulation for the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation a provided by Utah Sate Law (Subsection 10-2-406); and

WHEREAS, within 20 days of receipt of the notice of certification, written notices were mailed to the affected entities as provided by the Utah State Law (Subsections 10-2-406(1)(b); and

WHEREAS, no protests to the annexation petition were filed during the period specified;

NOW, THEREFORE, pursuant to Sections 10-2-407, Utah Code, the City Council of Mt. Pleasant, Utah hereby adopts and passes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF MT. PLEASANT, UTAH AS FOLLOWS:

ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF MT. PLEASANT, UTAH.

1. The real property more particularly described in Paragraph 2, below, is hereby annexed to Mt. Pleasant, Utah, and the corporate limits of Mt. Pleasant, Utah, are hereby extended accordingly.

2. The real property which is the subject of the Ordinance is described as follows:

Beginning at the Southeast corner of the Mt. Pleasant Corporate City Limits which is the intersection of the Northwesterly Right-of-way of U.S. Highway 89 and the Northerly fence line of a County Road. Said Intersection lies S 89°34'52" W 2993.31 feet along the Section line and South 57.71 feet from the Northeast Corner of Section 16, Township 15 South Range 4 East, Salt Lake Base and Meridian. Thence S 89°42'15" W 860.53 feet along the South line of said City Limits and the extension thereof and along said fence line to a fence corner, thence S 01°57'10" W 690.12 feet along a fence line to the Northwesterly Right-of-Way line of U.S. Highway 89; thence N 51°51'37" E 1124 feet along said Right-of-Way line to the point of beginning.

Containing an area of 6.811 acres.

3. The zoning map of Mt. Pleasant City, Utah shall be amended to include the real property described above in Paragraph 2. The parcel shall be zoned Commercial Manufacturing.

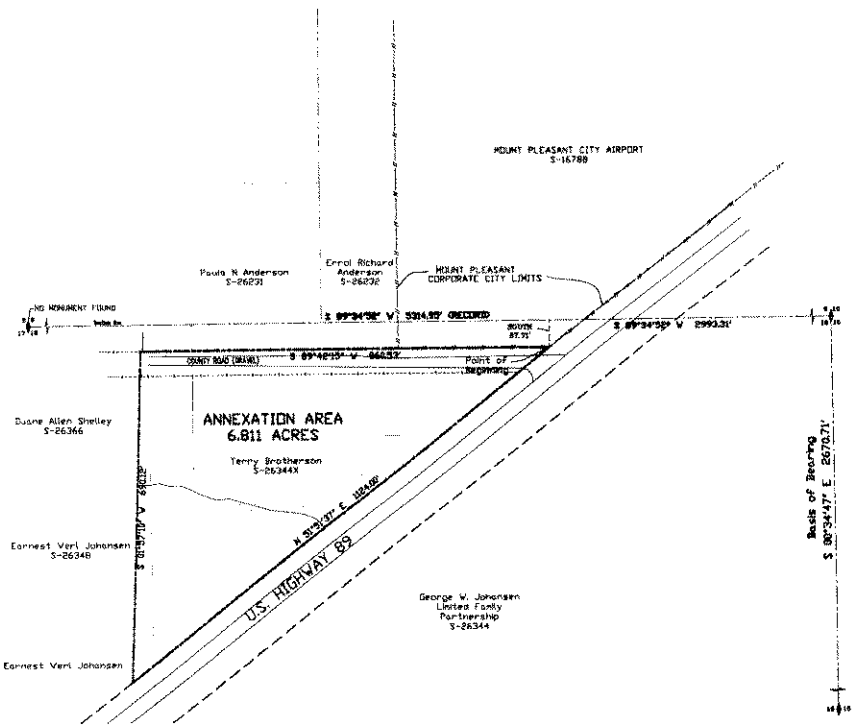
Chesley R. Christensen
Mayor Mt. Pleasant City

Attest:

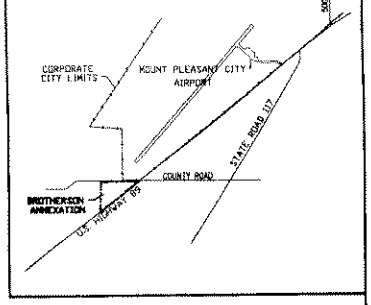
Sally East
Recorder Mt. Pleasant City

BROTHERSON ANNEXATION

NORTHWEST ¼ OF SECTION 16, T.15S. R.4E. S.L.B.&M.



VICINITY MAP
MOUNT PLEASANT



LEGEND

- ⊕ = FOUND SANPETE COUNTY BRASS CAP MONUMENT
- = ANNEXATION LINE
- = EXISTING CITY BOUNDARY
- = SECTION LINE
- = RIGHT OF WAY LINE
- = FENCE LINE

1" = 100'

SURVEYOR'S CERTIFICATE

I, CORY J SOLOMS , DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO.5364806 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO MOUNT PLEASANT CITY, SANPETE COUNTY, UTAH

BOUNDARY DESCRIPTION

Beginning at the Southeast corner of the Mount Pleasant Corporate City Limits which is the intersection of the Northwesterly Right-of-Way of US Highway 89 and the Northerly Fence line of a County Road. Said Intersection lies S 89°34'58" W 2993.31 feet along the Section line and South 57.71 feet from the Northeast Corner of Section 16, Township 15 South, Range 4 East, Salt Lake Base and Meridian; thence S 89°42'15" W 866.57 feet along the South line of said City Limits and the extension thereof and along said Fence line to a fence corner; thence S 01°57'10" W 690.12 feet along a fence line to the Northwesterly Right of Way line of U.S. Highway 89; thence N 51°51'37" E 1124 feet along said Right of Way line to the point of beginning.

Containing an Area of 6.811± Acres.

BASIS OF BEARING = S 00°34'47" E 2670.71 FEET ALONG THE EAST LINE OF SECTION 16 TOWNSHIP 15 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

12/13/96
DATE

SURVEYOR
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY:

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED MOUNT PLEASANT CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO MOUNT PLEASANT CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE BROTHERSON ANNEXATION.

THIS 12 DAY OF October, A.D. 1996

ATTEST:

CITY CLERK

12/13/96 ENTRY NO. 144420 Filed
OF Mt Pleasant City
FEE 60.00 BY Sanpete County

ANNEXATION PLAT

BROTHERSON ANNEXATION

MOUNT PLEASANT, SANPETE COUNTY, UTAH
SCALE 1" = 100 FEET

SURVEYOR SEAL

CLERK-RECORDER SEAL

COPY 1 SOLOMS (435)650-0806

STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from MT. PLEASANT, dated January 9th, 2007, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to MT. PLEASANT, located in Sanpete County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 11th day of January, 2007 at Salt Lake City, Utah.

GARY R. HERBERT
Lieutenant Governor

MT PLEASANT
115 West Main Street, Mt. Pleasant, UT, 84647, 435 462 2456, (fax) 462 2581

January 19. 2007

Received
JAN 25 2007
Gary R. Herbert
Lieutenant Governor

Lt. Governor Office
% Miles Hansen
Utah State Capitol Complex
East Office Bldg. Suite E325
Salt Lake City, Utah 84114

Dear Miles:

This letter is confirm that a new ordinance was necessary for the Jorgensen annexation because the initial annexation contained an incorrect property description. The description contained additional property that was proposed for annexation in 1998. This annexation was never completed and part of the property was sold off so a new description was needed.

The Mt. Pleasant City Council adopted the new ordinance at the January 9, 2007 meeting. This new ordinance superceded the previous ordinance adopted November 22, 2005.

Thank you for your help with this change.

Sincerely,

Sally East

Sally East
Mt. Pleasant City Recorder

Mayor: Chesley R Christensen **Recorder**:Sally East **Treasurer**: Karen Hansen **Police Chief:** Jim Wilberg **Judge:** Ivo Peterson
Council: Sandra Bigler, Monte Bona, Ann Deuel, Chris Larsen, Coleen Oltrogge
mtpleasantcity.com

Ordinance 07-01-09

Ordinance Annexing Specific Property to Mt. Pleasant Utah

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Mt. Pleasant, Utah, said owners being the owners of at least one-third (1/3) in value of said real property as shown by the last assessment roll; and

WHEREAS, said real property consists of approximately 2.547 acres and lies contiguous to the corporate boundaries of Mt. Pleasant, Utah and

WHEREAS, said owners have caused a petition to be filed with the City Recorder together with an accurate plat of the real property which was made under the supervision of a licensed surveyor; and

WHEREAS, Mt. Pleasant City Council accepted the petition for annexation; and within 30 days the City Recorder reviewed the petition and certified that the petition meets the requirements for annexation as provided by Utah State Law (Subsections 10-2-406),(3), and (4); and

WHEREAS, a notice was published not later than ten days after receipt of the notice of certification, in a newspaper of general circulation for the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation a provided by Utah Sate Law (Subsection 10-2-406); and

WHEREAS, within 20 days of receipt of the notice of certification, written notices were mailed to the affected entities as provided by the Utah State Law (Subsections 10-2-406(1)(b); and

WHEREAS, no protests to the annexation petition were filed during the period specified;

NOW, THEREFORE, pursuant to Sections 10-2-407, Utah Code, the City Council of Mt. Pleasant, Utah hereby adopts and passes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF MT. PLEASANT, UTAH AS FOLLOWS:

ORDINANCE 07-01-09 SUPERCEDES PREVIOUS ORDINANCE 05-11-22 DEALING WITH THIS ANNEXATION.

ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF MT. PLEASANT, UTAH.

1. The real property more particularly described in Paragraph 2, below, is hereby annexed to Mt. Pleasant, Utah, and the corporate limits of Mt. Pleasant, Utah, are

hereby extended accordingly.

2. The real property which is the subject of the Ordinance is described as follows:
Beginning at a point which is S89°56'03" W. 397.00 feet from the Southeast Corner of the North half of the Southeast Quarter of Section 34, Township 14 South, Range 4 East. Salt Lake Base and Meridian: Salt Lake Base & Meridian:

Thence as follows:
S 89°56'03" W 504.50 Feet along a 1/16 line, N 00°28'37" E 219.50 feet, N 89°56'03" E 506.39 feet to the Jeffrey Greenwell parcel. S00°58'17" W 219.53 feet along said parcel to a 1/16 line and the point of beginning, having an area of 110940.58 square feet. 2.547 acres

3. The zoning map of Mt. Pleasant City, Utah shall be amended to include the real property described above in Paragraph 2.

Chesley R. Christensen
Mayor Mt. Pleasant City

Attest:

Sally East
Recorder Mt. Pleasant City

SURVEYOR'S CERTIFICATE

I, STEPHEN L. LUDLOW , DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 152774 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO MT. PLEASANT CITY, SANPETE COUNTY, UTAH.

BOUNDARY DESCRIPTION

Beginning at a point which is S89°56'03"W. 397.00 feet from the Southeast Corner of the North half of the Southeast Quarter of Section 34, Township 14 South, Range 4 East, Salt Lake Base and Meridian: SALT LAKE BASE & MERIDIAN:

THENCE AS FOLLOWS:

S 89°56'03" W 504.50 feet along a 1/16 line
N 00°28'37" E 219.50 feet
N 89°56'03" E 506.39 feet to the Jeffrey Greenwall parcel,
S 00°58'17" W 219.53 feet along said parcel to a 1/16 line and the point of beginning, having an area of 110940.58 square feet, 2.547 acres.

BASIS OF BEARING = S00°28'38"W Along the East line of Section 34, Township 14 South Range 4 East, taken from previous survey

11-17-2005
DATE

STEPHEN L. LUDLOW
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY:

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED MOUNT PLEASANT CITY COUNCIL,

STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from the TOWN OF STERLING, dated November 16th, 2007, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the TOWN OF STERLING, located in Sanpete County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 18th day of December, 2007 at Salt Lake City, Utah.

GARY R. HERBERT
Lieutenant Governor

Ent 151045 Bk 561 Pg 1047
Date: 28-NOV-2007 4:37PM
Fee: NONE Check
Filed by: NSP
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: STERLING CITY
4-19-2E

CERTIFICATE of TRUE COPY
STATE of UTAH
COUNTY of SANPETE
I, Reed D. Hatch, County Recorder in and for Sanpete County, State of Utah, do hereby certify that the within is full and correct copy of a certain Ordinance in Book 561 page 1047 entry no. 151045 recorded at Sanpete County, State of Utah.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of November A.D. 2007.
Reed D. Hatch
Sanpete County Recorder
By Neda Ryan
Deputy

ORDINANCE NO. 07-0518

An ordinance declaring annexation of territory and extension of the corporate limits of the Town of Sterling.

Whereas, a need has developed to extend the corporate limits of the Town of Sterling.

NOW, THEREFORE, be it ordained by the town council of Sterling, Sanpete County Utah;

Section 1:

It is hereby declared that the following real property is annexed into the corporate limits of the Town of Sterling, and the corporate limits of the Town of Sterling are extended accordingly. Said property is located in Sanpete County, State of Utah, and is more particularly described as follows, to-wit:

BEGINNING AT AN EXISTING FENCE CORNER THAT IS LOCATED SOUTH 1393.87 FEET AND EAST 1392.41 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. (BASIS OF BEARINGS: N 89° 27' 48" E 2660.50 FEET FROM SAID NORTH QUARTER TO THE NORTHEAST CORNER OF SAID SECTION 4); THENCE ALONG EXISTING FENCES BY THE FOLLOWING FOUR COURSES: N 89° 21' 08" E 263.06 FEET, S 89° 43' 23" E 385.45 FEET, S 89° 16' 01" E 324.44 FEET, N 89° 55' 44" E 331.68 FEET; THENCE S 23° 45' 00" E 622.90 FEET; THENCE S 56° 00' 00" W 482.18 FEET; THENCE N 46° 00' 00" W 56.10 FEET; THENCE N 00° 00' 00" E 42.90 FEET; THENCE N 86° 15' 00" WEST 242.88 FEET; THENCE S 00° 00' 00" WEST 28.56 FEET; THENCE N 86° 15' 00" WEST 99.00 FEET; THENCE S 01° 00' 00" 42.90 FEET; THENCE N 86° 15' 00" W 1265.22 FEET; THENCE ALONG THE EXISTING STERLING CITY BOUNDARY BY THE FOLLOWING FOUR COURSES: N 29° 34' 26" E 389.74 FEET, N 00° 15' 20" EAST 366.30 FEET, N 90° 00' 00" E 284.97 FEET, N 00° 15' 20" EAST 22.28 FEET TO THE POINT OF BERGINNING. CONTAINING 31.03 ACRES. (Portion of Serial #'s 10347 & 10352)

Received Dec. 3, 2007
Map sent for resize Dec. 4, 2007

Section II:

In the opinion of the Sterling Town Council it is in the best interest of Sterling Town that certain conditions and requirements are necessary and therefore made part of this annexation ordinance.

The conditions for annexation are set forth as follows…

A. STREETS

1. Any existing streets or roads, in or adjacent to, the annexation shall remain "as is" both as to width, surface and quality. Any other changes to street or road configuration, or surface, shall be made only with the written approval of the governmental entity controlling these streets and roads and at the discretion of that entity, (who at their discretion may chose to participate with labor, equipment or cash). Any street improvement expense not approved by the town shall be at the expense of the developer acting within the bounds of the annexation.
2. Any streets planned as any part of any development within the annexation shall meet the terms of the Sterling Town Subdivision Ordinance and/or conditions to be set by the Sterling Town Planning Commission, which may include curbs and gutter. In any case the planning commission must approve any development plans.

B. WATER

1. Sterling Town shall furnish all culinary water service in the property annexation. All culinary water service in any planned development shall be installed at the expense of the developer. This is to include fire protection as required by Sterling Town. All materials and installations shall be to Town specification and the Town reserves the right to inspect installation and verify material specification.
2. Primary water rights in the Sterling Irrigation Company shall be transferred to Sterling Town. Transfer of water shall be evidenced by water certificate issued by the Sterling Irrigation Company in favor of Sterling Town in the primary share amount required. This transfer to be complete prior to any culinary water connection.
3. All connection fees and impact fees for any connections to the Sterling Town culinary water system will be "normal" in town connection fees in force at the time of the connection. Payment to be made prior to connection being accomplished.
4. Final ownership and maintenance of any water line extension must be agreed upon, in writing, between any developer in the area to be annexed and Sterling Town prior to installation of same.

Ent 151045 Bk 0561 Pg 1048

Section III:

Provision for Restrictive Waiver and Indemnification Covenant Both to Run With the Land.

Definitions of terms in this Proviso:

"Annexation" – means the property annexed and all its improvements and appurtenances.

"Town" – means the Town of Sterling, its officers, affiliates, employees and any functionary of the Town now or any time thereinafter to be in office or associated as part of town government.

"Indemnification" and "Indemnified Party" – means a guarantee by the "Owner" as herein defined to indemnify the Town as herein defined against any loss, claim, threat of claim, suit, action, judgment or any liability accruing to the Town. "Indemnification" means that the Indemnitor agrees perpetually to indemnify the Town and any other Owner and the Indemnitor will pay all costs, attorney's fees, investigative expenses and cost and any and all liability which may be asserted or thereby become a product of a suit whether prosecuted to judgment or not or out of any Risk, Hazard or Occurrence as herein defined which may be asserted by any person, whether the injured or damaged person or any other individual or organization who or which may suffer loss as a result of being Owner or User or Occupant.

"Indemnitor" – includes any person who is responsible for indemnification of the Town; any owner or any person whatsoever, who shall be a guarantor against the loss, damage, injury to person (including debt) and the agreement to pay all costs, expenses and attorney's fees which may be incurred as a result of any loss or any Risk, Hazard or Occurrence to any person and indemnification includes the obligation to defend the indemnified party.

"Interest" – means title or any property or property right in or to the Annexation as defined herein and any person who owns any lien or encumbrance, any right of tenancy under a lease, written or verbal, with or without rent or any consideration for occupancy or presence or any person who has any property in the Annexation under the broadest legal definition of "Property".

"Owner", "User" or "Occupant" – means any person who owns, claims, inherits, receives as a gift or in any other manner with or without consideration, or assents to or has the right to enter on, whether he or she does or does not have any property (as legally defined) within or respecting the Annexation as defined herein.

"Proviso" – This part of Provision of this Ordinance, which Proviso shall be and is applicable to all of the terms and conditions and other obligations and liabilities as, defined herein.

Ent 151045 Bk 0561 Pg 1049

"Risks", "Hazards" or "Occurrences" – means collective ownership or use of property or any business or non-business use of the annexation for profit, loss or interruption, temporary or permanent, of use of property of an owner; it includes personal injury (including death) damage or diminution of value to personal property real or personal, or the improvements thereon or access to or from the same or the consequence of any threat of risk or hazard to the Owner.

"Running With the Land" – means that all of the terms, conditions, provisions of, or any liabilities or obligations as defined in this Proviso shall be a permanent attachment burden and encumbrance upon the Annexation in perpetuity and the term "Running With the Land" means a permanent obligation and shall be perpetual in any interpretation of the word.

"Waiver" – means the perpetual guarantee that any Owner, User or Occupant covenants not to sue, assert any claim, demand or file any suit, whether or not prosecuted to judgment for himself or herself against the Town or any other person going on the property as an Owner, User or Occupant.

(A) Suspect Character of the Land Annexed (the "Annexation").

The governing body of the Town of Sterling (the "Town") has determined that there are risks and possible hazards with the Annexation and that in consideration of the Annexation and the ability or occasion to occupy, possess, hold an interest in, or be in or upon in person or with property in the Annexation (the "Parties Waiving" and the "Indemnitor") and in consideration of the permission of the Town to approve this Ordinance under the anticipated and projected instability giving rise to those Risks, Hazards, or "Occurrences", the Town finds and determines that the Annexation is a potential for damage to property, life, limb, and bodily injury (including death) [the "Risks", "Hazards" or "Occurrences"] and declares the Proviso to be a Covenant Running With the Land any and every person described in this Proviso waives any right to assert any claim as "Waiver" is defined herein above.

IT IS FURTHER ORDAINED that this proviso is a covenant, agreement guarantee and surety Running With the Land and this Proviso shall Run With the Land in perpetuity so that any person or persons who at any time or after adoption of this ordinance who may become an Owner, User or Occupant or any combination thereof conclusively, entirely, and in totality now and at all times hereafter waives any right to assert a claim as the result of being an Owner, User or Occupant or similarly to assert any claim, right of action, cause of action, to exercise any legal or administrative remedy or resort to any court or institution for the purpose of enforcing any right (the "Waiver") and any Owner, User, or Occupant will not only be forever and perpetually foreclosed and prohibited from making any such claim against the Town. This Waiver shall apply to and includes the heirs, executors, assigns, or successors of each Owner, User, or Occupant as defined.

(B) Indemnification.

Ent 151045 Bk 0561 Pg 1050

Any person who commits, permits or suffers any of the acts set forth in sub - paragraph (A) herein above (the "Occupants", "Users" or "Possessors" as defined) who exercise any property interest and dwells in the property or who has any right thereto each hereby indemnifies and agrees to save harmless the Town against any damage, personal injury (including death) which may arise out of any occurrence or account for by any hazard, risk of loss or damage to any person who may assert any such claim by reason of ownership in occupancy or possession or, being any way upon the land and any claim, suit or action is under the terms an Indemnitor and although any claim for damages as a result of being an Owner, Occupant or Person shall be of no force or effect by reason of assumption of the risk or any other defense which might be asserted against the protected persons, a protected persons or shielded from such as indemnified persons and by the recording of this Ordinance all persons who now own or who hereafter may acquire any interest in the land covenants and agrees to, personally for himself, herself or if a corporation, firm or other organization for itself individually and personally covenant and guarantee to save harmless the Town of Sterling and its agents and affiliates (the "Protected Person") of or any of the foregoing occurrences including the costs of defending any action including but not limited to attorney's fee, loss of property or damage to person or property and shall pay all costs which may be incurred in the defense of any action arising out of the use, occupancy, development or activity on or associated with the occupancy or use of the land affected by this Ordinance.

(C) Combined Waiver and Indemnification.

1. Waiver – Any person as of the date and hereafter waives his or her right to assert or claim against the Town, its officers, affiliates and associates therewith, for or arising out of any damage, personal injury (including death) which may arise out of or on account for or by any hazard, risk or loss of damage, sue any person who may assert any such claim of by record of ownership or by physical possession or the exercise of any dominion in, the occupying or possession of or being in any way upon the Annexation and any claim, suit or action therein or thereby waives and by the "Waiver" as defined herein is hereby barred, prohibited and any claim by any person thereby shall be of no force or effect.

2. Indemnification – is a covenant and agreement that any person or persons or any organization of persons who shall at any time be an owner, user or occupant as herein defined indemnifies each person entitled to an Indemnification as that term is used herein and the language of which term shall be broadly and liberally applied.

Ent 151045 Bk 0561 Pg 1051

Section IV:

In the opinion of the town council of the Town of Sterling, it is in the best interest of the health, safety and welfare that this Ordinance take effect upon its publication.

PASSED and APPROVED by the Sterling Town Council this 16th day of November, 2007.

Garry Bringhurst - Mayor

ATTEST:

State of Utah

County of Sanpete

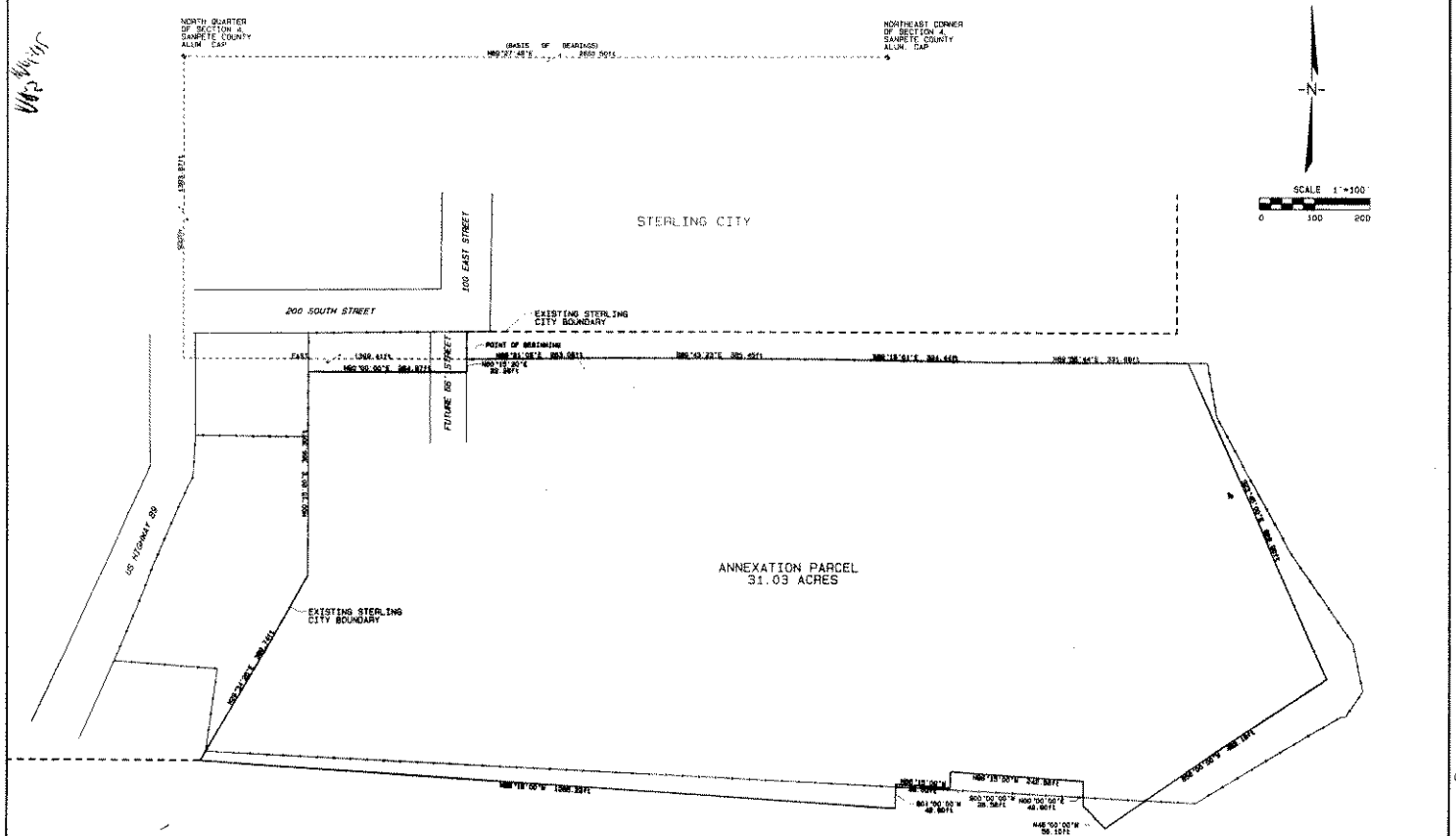
Garry Bringhurst being first duly sworn upon his oath, deposes and says that he is the duly elected and acting Mayor of the Town of Sterling and that he executed the above and foregoing on behalf of the Town of Sterling and that the Town of Sterling duly authorized him to execute the same on their behalf.

DONNA GEDGE
NOTARY PUBLIC - STATE OF UTAH
120 N MAIN PO BOX 10
MANTI UT 84642
My Comm. Exp. 04/20/2009

Notary Public
Residing at: Manti Ut 84642

My commission expires: 4-20-2009

ANNEXATION PLAT
LOCATED IN SECTIONS 3 AND 4, TOWNSHIP 19 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, STERLING CITH, SANPETE COUNTY, UTAH
NOVEMBER, 2007



SURVEYOR'S CERTIFICATE

I, DOUGLAS G. MAGLEBY DO HEREBY CERTIFY THAT I HOLD LICENSE NO. 3827 (COMPUTER NO. 149021) AS A DULY REGISTERED LAND SURVEYOR IN THE STATE OF UTAH AND THAT THE SURVEY DEPICTED ON THIS PLAT WAS PERFORMED BY ME PERSONALLY AND UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE RESULTS OF SAID SURVEY ARE CORRECTLY SHOWN HEREON WHICH IS TO BE ANNEXED TO THE CITY OF STERLING, COUNTY OF SANPETE STATE OF UTAH.

DOUGLAS G. MAGLEBY — 11/05/07 DATE

PROFESSIONAL LAND SURVEYOR — DOUGLAS G. MAGLEBY — 3827 — STATE OF UTAH

LEGAL DESCRIPTION

BEGINNING AT AN EXISTING FENCE CORNER THAT IS LOCATED SOUTH 1393.87 FEET AND EAST 1392.41 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. (BASIS OF BEARINGS: N89°27'48"E 2660.30 FEET FROM SAID NORTH QUARTER TO THE NORTHEAST CORNER OF SAID SECTION 4); THENCE ALONG EXISTING FENCES BY THE FOLLOWING FOUR COURSES: N88°21'08"E 363.06 FEET; S89°43'23"E 385.45 FEET; S89°15'01"E 324.44 FEET; N89°55'44"E 331.68 FEET; THENCE S23°45'00"E 522.90 FEET; THENCE S55°00'00"W 482.18 FEET; N48°00'00"W 56.10 FEET; THENCE N00°00'00"E 42.90 FEET; THENCE N86°15'00"W 242.00 FEET; THENCE S00°00'00"W 28.55 FEET; THENCE N88°15'00"W 58.00 FEET; THENCE S01°00'00" 42.90 FEET; THENCE N86°15'00"W 1265.22 FE; THENCE ALONG THE EXISTING STERLING CITY BOUNDARY BY THE FOLLOWING FOUR COURSES: N23°34'26"E 369.74 FEET; N00°15'20"E 365.50 FEET; N00°00'00"E 284.97 FEET; N00°15'20"E 22.28 FEET TO THE POINT OF BEGINNING CONTAINING 31.03 ACRES.

PETITION FOR ANNEXATION

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY DECLARE OUR INTENTIONS AND DESIRES, AND PETITION HIS HONOR, MAYOR GARRY BRINGHURST, THE MEMBERS OF THE CITY COUNCIL, AND THE PLANNING COMMISSION, TO ANNEX OUR PROPERTIES INTO THE CITY OF STERLING, COUNTY OF SANPETE, STATE OF UTAH.

WE DECLARE THAT AS REQUIRED BY LAW, WE REPRESENT AT LEAST 51 PERCENT OF THE PROPERTY WITH ONE THIRD OF THE VALUE; THAT OUR PROPERTY IS CONTIGUOUS TO THE PRESENT CITY LIMITS, AND NOT WITHIN ANOTHER MUNICIPALITY, AND WE WOULD NOT BE CREATING ANY NEW UNINCORPORATED ISLANDS.

WE REPRESENT THAT WE, THE UNDERSIGNED, ARE EITHER OWNERS OF RECORD, CONTRACT PURCHASERS, OR BOTH OF THE PROPOSED PROPERTY TO BE ANNEXED. THAT ALL PROPERTY OWNERS OF RECORD OR KNOWN CONTRACT PURCHASERS OF THE PROPOSED PROPERTY HAVE BEEN SENT A COPY OF THIS PROPOSAL, AND THE UNDERSIGNED AGREE TO HONOR THE ORDINANCES AND REGULATIONS OF THE CITY OF STERLING, AND USE OUR BEST EFFORTS TO DEVELOP THIS AREA IN A SUITABLE MANNER, CONFORMING TO YOUR MASTER PLANS TO BE AN ASSET TO THE COMMUNITY.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 13th DAY OF November A.D. 2007.

KASEY PETERSEN
908 WEST 2550 SOUTH
PRICE, UT 84501

JOHN NOBLE
P.O. BOX 1045
GUNNISON, UT 84634

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Sanpete } S.S.

ON THE 13th DAY OF November A.D. 2007 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING PETITION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

11-3-08
MY COMMISSION EXPIRES

NOTARY PUBLIC (PLACE SEAL HERE)

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE STERLING CITY COUNCIL, HAVE RECEIVED THE ABOVE PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF STERLING, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 1953 10-3-401, et. seq., AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE PETERSEN ANNEXATION, THIS 17 DAY OF November A.D. 2007.

Timothy C. Porter

APPROVED

ATTEST CLERK/RECORDER (PLACE SEAL HERE)

PLANNING COMMISSION APPROVAL

APPROVED THIS 19 DAY OF November, A.D. 2007

PLANNING COMMISSION CHAIRMAN

DIRECTOR/SECRETARY

MAGLEBY & ASSOCIATES INC.
415 E. 500 S.
MONROE UT. 84754
435-527-3444
435-979-5070 CELL

ENTRY NO. 151044
RECORDED 11-28-07 AT 3:00 P.M. BOOK 814 PAGE
REQUEST OF Sterling City
FEE PAID $0 SANPETE COUNTY RECORDER
BY DEPUTY