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 PAROWAN CITY, dated May 8th, 2008, 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 PAROWAN CITY, located in Iron County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 28th day of May, 2008 at Salt Lake City, Utah.

Gary R. Herbert

GARY R. HERBERT
Lieutenant Governor

C-1059-19

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B: 1134 P: 524 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 8
05/19/2008 03:48:52 PM By PAROWAN CITY CORPORATION

ANNEXATION AGREEMENT
PAROWAN CITY

(Bradley and Rebecca Niederhauser - ANNEXATION of 5Acres of Property)

SECTION ONE

NOTICE OF ANNEXATION

For the consideration herein, Parowan City agrees to consider Applicant's Petition for Annexation of the real property contained in Exhibit A, and shall or has posted the appropriate notice in a local paper of general circulation to be set and heard with the town counsel approving said annexation on condition of an acceptable annexation agreement being executed by the properties and after adequate notice and public comment has been provided to town residents.

The property to be annexed consists of approximately 5 acres. The annexation will allow developers of the property access to culinary water, sewer and electric, provided all developments meet City specifications and comply with all applicable development ordinances including, but not limited to, subdivision and zoning ordinances and all improvements are installed pursuant to Parowan City Engineering Standards and additionally, that any and all agreements relative hereto are executed by such developer. Property owners in the annexed area may experience an increase in both property taxes and property values.

SECTION TWO

MAP ANNEXATION LOCATION PLOT

A map of the unincorporated territory into which Parowan City corporation anticipates or favors expansion of the boundaries which accompanies this Annexation Agreement is marked Exhibit B and is attached hereto and incorporated by this reference. The map evidences the following:

1. The proposed annexation real property is contiguous to the boundaries of Parowan City;

2. The real property lies within the area of projected for municipal expansion set forth in this Annexation Agreement;

3. The real property does not create an island or peninsula within the boundaries of Parowan City.

All the requirements of Utah Code Annotated, §10-2-417 are met by the Petitioner. The property is being annexed for the purpose of developing a R-E, residential housing lot. Petitioner

acknowledges that Parowan City may refuse to further re-zone the property should the City so elect to do so.

SECTION THREE

CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

In consideration for Parowan City's acceptance of Petitioner's request to annex certain property into the municipal boundaries of Parowan City, Petitioner agrees to comply with following the pre and/or post requisites imposed by the City in this Agreement. Pre-requisite and post requisite conditions shall be completed by Petitioner in accordance with the schedule and demands of Parowan City, as set forth hereafter, and failure to comply with the same constitutes a breach of this Agreement:

Petitioner acknowledges that all annexed property will require Petitioner to make certain improvements to the property before a building permit will be issued, said improvements to include improvements intersecting with the property or all current or future streets within any future proposed subdivision, as directed by the City, sufficient such that the annexed property will be properly and fully fronted by improved roads all of which expenses shall be born by Petitioner. Petitioner shall assure that lot lines are recorded and subdivided in such a manner as to assure that each lot meets the R-E zoning requirements or the requirements of a different zone, if requested and approved by the City. Improvements shall also include all other road improvements, utility improvements, or other improvements reasonably necessary to serve Petitioner's Property unless waived by Parowan City; and

Petitioner shall transfer to Parowan City sufficient easements and right of way for installation and maintenance of all public utilities, including electric, water, gas, cable and telephone, as well as any other public utility, a legal description of such easements shall be provided at a later date and such Exhibit is incorporated by this reference. Petitioner agrees not to construct permanent structures on said easements and acknowledges notice by Parowan City that in the event Petitioner, or any successor in interest, does construct on the easements, the structures may be removed at the sole cost and expense of Petitioner in the event the easement should be utilized by Parowan City; and

Petitioner shall submit a letter from Iron County approving the annexation of Petitioner's property and shall conform to all subdivision laws as required by Iron County to approve the annexation; and

There may be currently located on Petitioner's Property a "ditch", "flood channel", or other type of natural water disbursement area, which permits flood water from surrounding properties to cross Petitioner's property whereby water is eventually disbursed in accordance with current flood channels into neighboring County properties. If requested by Parowan City, Petitioner shall provide an easement, at no cost to the City, of sufficient drainage to transport any

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100 year flood water run off and storm drainage from surrounding flood waters entering Petitioner's property. If the annexed property is located in or near the City's flood plain, and some water may flow on or near the annexed property, Petitioner agrees to implement City approved measures to adequately divert such possible flood water and/or build on a sufficient elevation to avoid possible flood damage to any property to be developed ; and

All water development and improvement upgrades, costs and materials servicing Petitioner's property shall be paid by Petitioner including mandated fire hydrants as directed by the City in its sole discretion. Petitioner will assure that all utility systems comply with all applicable codes, government regulations, and international fire codes including the establishment of a fire hydrant within 250 feet from each residence or structure, Petitioner shall obtain Parowan City Fire Chief's approval and recommendation (at his reasonable discretion) for location of the fire hydrants prior to development. The Petitioner, or any successor in interest, shall pay all water connection fees and impact fees; and

Petitioner shall pay all required power and water connection fees, power and water impact fees, and be responsible for any offsite/ additional costs to run power and water to Petitioner's property in accordance with the standards of Parowan City, including but not limited to installation costs and materials, location of power poles, lines; all of which shall be in compliance with Parowan City's ordinances and standards, with the approval of the power and water departments, all easements shall be provided across Petitioner's property necessary to service Petitioner and to extend utility services beyond Petitioners property; and

Petitioner shall transfer to Parowan City sufficient culinary and/or surface water, as requested by Parowan City, to service the intended purposes of the subdivision/ property. Petitioner affirmatively asserts and confirms that said water has been beneficially used in the last 5 years and is not subject to forfeiture by the Utah State Engineer Division of Water Rights for non-use. If the water has not been used in the last 5 years the Petitioner shall provide all documents to ensure Parowan City that the proper "application for non-use" has been properly filed and acceptable by the Utah Division of Water Rights.

Sewer lines are not available and are not presently within the property. The owner/developer is required to install a main sewer trunk line from the subdivision to an intersecting trunk line currently servicing the City sewer lagoons. The owner/developer will pay all costs for the sewer line installation including, but not limited to, sewer impact study, all engineering costs associated with the project, and material and labor costs. Any future development or upgrade to the sewer system remains the responsibility of the owner/developer as required by City Ordinances.

Petitioner shall pay all required impact fees, including but not limited to impact fees for police, parks, fire, streets, water, pressurized irrigation and sewer. Petitioner may be required to install a "dry" pressurized irrigation system within the subdivision limits if required by ordinance at the time of Petitioner's request for development.

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SECTION FOUR

COSTS, EXPENSES, REGULATIONS AND RECORDING

Petitioner, or Petitioners successor's in interest as applicable, shall be responsible to pay all costs arising or derived from this Annexation Agreement, including but not limited to, impact fees, all costs for materials and improvements set forth herein, all development costs, attorney fees, recording fees, annexation fees, advertisement fees, fire control materials, water rights and all other costs involved in transferring the water rights to Parowan City, as well as any other costs, known or unknown, which are related to the annexation, development, and use of the property identified in this Annexation Agreement. Petitioner shall pay for all costs of extending any and all off-site public utilities or services identified in Section Three which are necessary to service the annexed property, should the same be required.

In the event that Parowan City elects to delay or forbear requiring Petitioner to immediately complete any one or more of the above-named requirements, improvements, developments, costs, provide easements, water or land, or to otherwise fulfill any requirements, set forth in Sections One through Four, inclusive, Petitioner or Petitioner's successor's in interest shall agree to make or provide the funds necessary to make said improvements, developments, requirements, etc. within 60 days of demand by Parowan City which may be made at any time, said demand to be made by written notice. If the amount is assessed to multiple lots, the amount of the costs shall be determined by assessing the total number of lots in the annexed area, by taking the total square footage of all lots and dividing the same by each individual lot, to obtain a percentage of responsibility for each lot, which shall be multiplied by the total cost of improvement.

All installation of utilities and materials during development shall be under the control and direction of Parowan City and shall be in accordance with Parowan City engineering standards.

This Agreement shall be recorded against the entire annexed property, and each lot developed therein, in the event all of the foregoing materials, improvements, developments as required herein, are not to be completed as platted. A notation shall also be placed on the plat map identifying those items that must be developed and/or paid for by Petitioner's successors in interest on or before the building permit is approved for commencement of construction.

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Patsy Cutler, Iron County Recorder Page 4 of 8
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SECTION FIVE

GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

SECTION SIX

ATTORNEY FEES AND COSTS

In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and legal costs.

SECTION SEVEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision, except as set forth below. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision, unless it materially alters the rights of the parties in which case this agreement shall be of no effect and the parties shall be restored to their first and former estates.

SECTION EIGHT

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. In the event other documents or actions are necessary to implement the transfer of properties and completion of the transaction as herein set forth, the parties agree to execute such documents and take such action and to use best efforts to carry out the intent of the parties as herein set forth.

SECTION NINE

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in

00572496
B: 1134 P: 528 Fee $0.00
Patsy Cutler, Iron County Recorder Page 5 of 8
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

connection with this agreement shall be binding only if evidenced in writing signed by either party or authorized representative of each party.

SECTION TEN

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party, except as otherwise expressly excepted herein in Section Four.

SECTION ELEVEN

NO WAIVER

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any branch of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION TWELVE

ESTIMATED TAX CONSEQUENCES

It is anticipated that the property tax on property annexed into Parowan City Corporation will increase. This estimation is based on 2007 tax rates which show that the tax rate for Iron County is .006727 and the tax rate for Parowan City is .002864 (for a total of .009591). This ratio, of course, will vary with each year's tax assessment by the different governmental entities. It is anticipated that the increased demand for municipal services to the new area will be offset by development requirements, additional tax revenues, and impact fees assessed.

DATED this 8th day of May, 2008.

[Signatures on Following Page]

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B: 1134 P: 529 Fee $0.00
Patsy Cutler, Iron County Recorder Page 6 of 8
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

PAROWAN CITY:

Parowan City, Mayor

ATTEST:

Parowan City Clerk

PETITIONER:

Rebecca Niederhauser

PETITIONER:

Bradley Niederhauser

STATE OF UTAH)
: ss.
COUNTY OF IRON)

On the 9th day of May, 2008, personally appeared before me Rebecca Niederhauser, and Bradley Niederhauser, the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
JUDY KAY SCHIERS
42 West Center P.O Box 9
Parowan, UT 84761
COMMISSION EXPIRES
April 3, 2011
STATE OF UTAH

Notary Public

00572496
B: 1134 P: 530 Fee $0.00
Patsy Cutler, Iron County Recorder Page 7 of 8
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LEGAL DESCRIPTION:

S 22 T 34S R 9W ; BEG AT S1/4 COR SEC 22,T34S,R9W, SLM; S89*13'27"W ALG SEC LN 659.86 FT, N0*06'14"E 330.01 FT; N89*13'27"E 660.05 FT TO N-S 1/4 SEC LN OF SD SEC 22; S0*08'11"W 330.01 FT TO POB.

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B: 1134 P: 531 Fee $0.00
Patsy Cutler, Iron County Recorder Page 8 of 8
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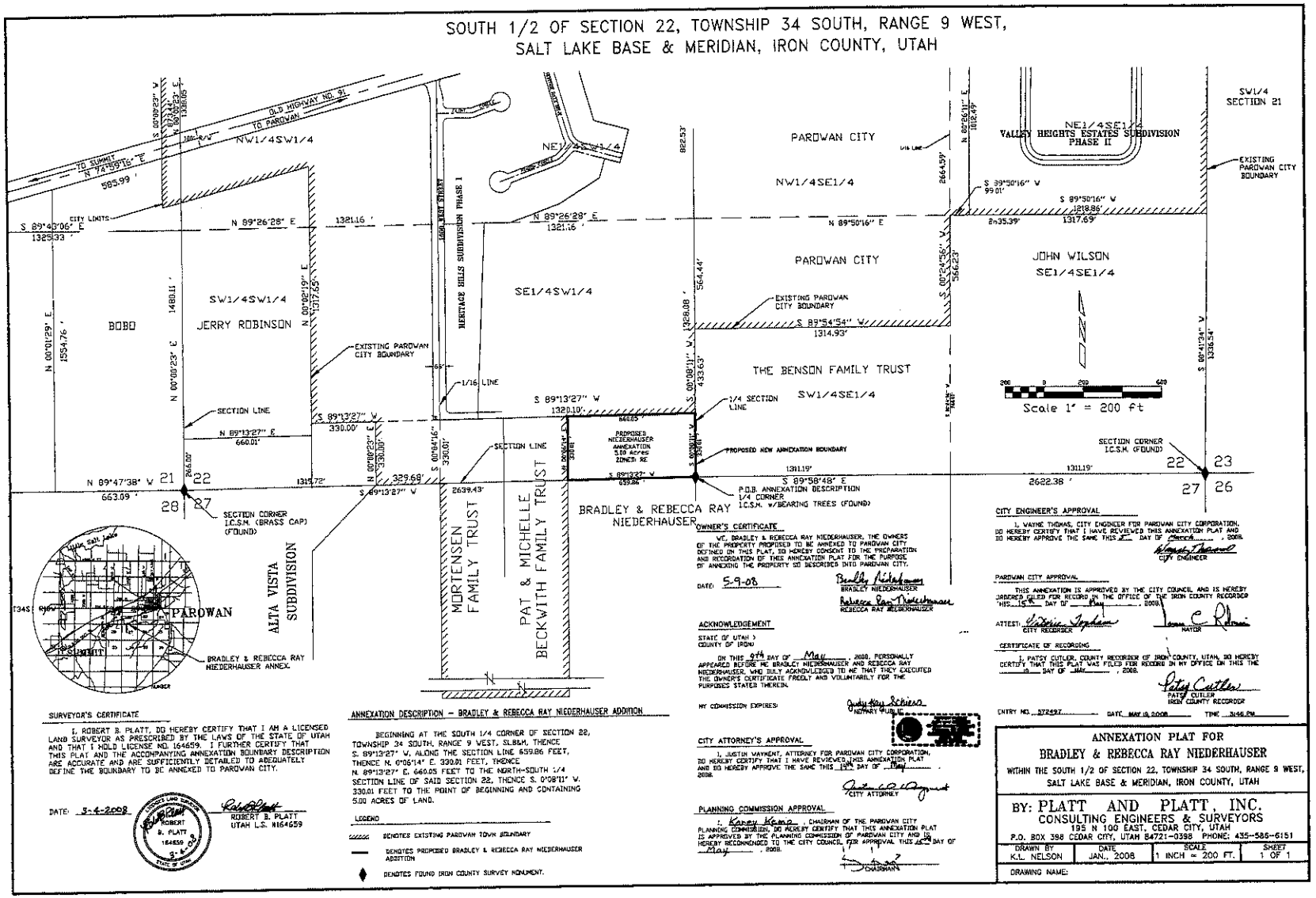
SOUTH 1/2 OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, ROBERT B. PLATT, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 164659. I FURTHER CERTIFY THAT THIS PLAT AND THE ACCOMPANYING ANNEXATION BOUNDARY DESCRIPTION ARE ACCURATE AND ARE SUFFICIENTLY DETAILED TO ABEQUATELY DEFINE THE BOUNDARY TO BE ANNEXED TO PAROWAN CITY.

DATE: 5-4-2008

ROBERT B. PLATT
UTAH L.S. #164659

ANNEXATION DESCRIPTION - BRADLEY & REBECCA RAY NIEDERHAUSER ADDITION

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M, THENCE S. 89°13'27" W. ALONG THE SECTION LINE 659.86 FEET, THENCE N. 0°06'14" E. 330.01 FEET, THENCE N. 89°13'27" E. 660.05 FEET TO THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 22, THENCE S. 0°08'11" W. 330.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

LEGEND

- DENOTES EXISTING PAROWAN TOWN BOUNDARY
- DENOTES PROPOSED BRADLEY & REBECCA RAY NIEDERHAUSER ADDITION
- DENOTES FOUND IRON COUNTY SURVEY MONUMENT.

OWNER'S CERTIFICATE

WE, BRADLEY & REBECCA RAY NIEDERHAUSER, THE OWNERS OF THE PROPERTY PROPOSED TO BE ANNEXED TO PAROWAN CITY DEFINED ON THIS PLAT, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS ANNEXATION PLAT FOR THE PURPOSE OF ANNEXING THE PROPERTY SO DESCRIBED INTO PAROWAN CITY.

DATE: 5-9-08

BRADLEY NIEDERHAUSER

REBECCA RAY NIEDERHAUSER

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF IRON)

ON THIS 9th DAY OF May, 2008, PERSONALLY APPEARED BEFORE ME BRADLEY NIEDERHAUSER AND REBECCA RAY NIEDERHAUSER, WHO DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE OWNER'S CERTIFICATE FREELY AND VOLUNTARILY FOR THE PURPOSES STATED THEREIN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CITY ATTORNEY'S APPROVAL

I, JUSTIN WAYMENT, ATTORNEY FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS ANNEXATION PLAT AND DO HEREBY APPROVE THE SAME THIS 13th DAY OF May, 2008.

CITY ATTORNEY

PLANNING COMMISSION APPROVAL

I, Karey Kemp, CHAIRMAN OF THE PAROWAN CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT IS APPROVED BY THE PLANNING COMMISSION OF PAROWAN CITY AND IS HEREBY RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL THIS 6th DAY OF May, 2008.

CHAIRMAN

CITY ENGINEER'S APPROVAL

I, WAYNE THOMAS, CITY ENGINEER FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS ANNEXATION PLAT AND DO HEREBY APPROVE THE SAME THIS 7th DAY OF March, 2008.

CITY ENGINEER

PAROWAN CITY APPROVAL

THIS ANNEXATION IS APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER THIS 15th DAY OF May, 2008.

ATTEST: CITY RECORDER

MAYOR

CERTIFICATE OF RECORDING

I, PATSY CUTLER, COUNTY RECORDER OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE 16th DAY OF May, 2008.

PATSY CUTLER
IRON COUNTY RECORDER

ENTRY NO. 372497 DATE: MAY 16 2008 TIME: 3:46 PM

ANNEXATION PLAT FOR BRADLEY & REBECCA RAY NIEDERHAUSER

WITHIN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH

BY: PLATT AND PLATT, INC.
CONSULTING ENGINEERS & SURVEYORS
195 N 100 EAST, CEDAR CITY, UTAH
P.O. BOX 398 CEDAR CITY, UTAH 84721-0398 PHONE: 435-586-6151

DRAWN BY	DATE	SCALE	SHEET
K.L. NELSON	JAN., 2008	1 INCH = 200 FT.	1 OF 1

DRAWING NAME:

c- 1059-19

p2

ORDINANCE NO. 2008-05-01

(BRADLEY & REBECCA NIEDERHAUSER ANNEXATION - 1000 SOUTH 1650 WEST)

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Parowan City, 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 5 acres and lies contiguous to the corporate boundaries of Parowan City, 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, Parowan 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 10-2-403(2), (3), and (4); and

WHEREAS, a notice was published once a week for three successive weeks, beginning no later than ten days after receipt of the notice of certification, in a newspaper of general circulation showing the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation as provided by Utah State 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 Utah State Law (Subsections 10-2-406(1)(b); and

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

WHEREAS, the Petitioner has agreed to be bound to the terms of the annexation agreement dated May 8, 2008, as a condition of passing this annexation ordinance.

NOW THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated, the City Council of Parowan City, Utah, hereby adopts and passes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF PAROWAN, UTAH AS FOLLOWS:

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

Received
MAY 23 2008

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

Gary R. Herbert
Lieutenant Governor
Map mailed
5-23-08

-1-

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B: 1134 P: 522 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 2
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

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

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M, THENCE S89°13'27"W ALONG THE SECTION LINE 659.86 FEET, THENCE N0°06'14"E 330.01 FEET, THENCE N89°13'27"E 660.05 FEET TO THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 22, THENCE S0°08'11"W 330.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

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

4. The real property, described in Paragraph 2 above, shall be classified as being in the R-E Rural Estate zone in accordance with the provisions of Chapter 29 of Title 24 Zoning Ordinance and Section 10-9-406(1) of the Utah Code Annotated, 1953, as amended.

5. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Iron County, Utah by the City Recorder.

6. This Ordinance shall become effective upon adoption and passage by the City Council. A copy of the Ordinance and plat shall be deposited in the Office of the City Recorder.

ADOPTED and **PASSED** by the City Council of Parowan City, Utah, this 8th day of May, 2008.

PAROWAN CITY

James C. Robinson, Mayor

Attest:

Valorie Topham, City Recorder

Vote:	**Aye**	**Nay**	**Abstain**	**Absent**
Dale Bettridge	✓			
Mary Halterman	✓			
Troy L. Houston	✓			
Diane Lister	✓			
Kevin L. Porter	✓			

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B: 1134 P: 523 Fee $0.00
Patsy Cutler, Iron County Recorder Page 2 of 2
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

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 PAROWAN CITY, dated January 10th, 2008, 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 PAROWAN CITY, located in Iron County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 12th day of February, 2008 at Salt Lake City, Utah.

Gary R Herbert

GARY R. HERBERT
Lieutenant Governor

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Agreement B: 1120 P: 79 Fee $0.00
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01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

ANNEXATION AGREEMENT
PAROWAN CITY

(C & S HOLDINGS, LLC - ANNEXATION of 16.55Acres of Property)

SECTION ONE

NOTICE OF ANNEXATION

For the consideration herein, Parowan City agrees to consider Applicant's Petition for Annexation of the real property contained in Exhibit A, and shall or has posted the appropriate notice in a local paper of general circulation to be set and heard with the town counsel approving said annexation on condition of an acceptable annexation agreement being executed by the properties and after adequate notice and public comment has been provided to town residents.

The property to be annexed consists of approximately 16.55 acres. The annexation will allow developers of the property access to culinary water and electric, provided all developments meet City specifications and comply with all applicable development ordinances including, but not limited to, subdivision and zoning ordinances and all improvements are installed pursuant to Parowan City Engineering Standards and additionally, that any and all agreements relative hereto are executed by such developer. Property owners in the annexed area may experience an increase in both property taxes and property values.

SECTION TWO

MAP ANNEXATION LOCATION PLOT

A map of the unincorporated territory into which Parowan City corporation anticipates or favors expansion of the boundaries which accompanies this Annexation Agreement is marked Exhibit B and is attached hereto and incorporated by this reference. The map evidences the following:

1. The proposed annexation real property is contiguous to the boundaries of Parowan City;

2. The real property lies within the area of projected for municipal expansion set forth in this Annexation Agreement;

3. The real property does not create an island or peninsula within the boundaries of Parowan City.

Received

FEB 0 4 2008

Gary R. Herbert
Lieutenant Governor

All the requirements of Utah Code Annotated, §10-2-417 are met by the Petitioner. The property is being annexed for the purpose of developing a R-1, residential housing development. Petitioner acknowledges that Parowan City may refuse to further re-zone the property should the City so elect to do so.

SECTION THREE

CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

IN consideration for Parowan City's acceptance of Petitioner's request to annex certain property into the municipal boundaries of Parowan City, Petitioner agrees to comply with following the pre and/or post requisites imposed by the City in this Agreement. Pre-requisite and post requisite conditions shall be completed by Petitioner in accordance with the schedule and demands of Parowan City, as set forth hereafter, and failure to comply with the same constitutes a breach of this Agreement:

Petitioner acknowledges that all annexed property will require Petitioner to make certain improvements to the property before a building permit will be issued, said improvements to include improvements intersecting with the road identified as Old Highway 91, and all streets within any future proposed subdivision, as directed by the City, sufficient such that the annexed property will be properly and fully fronted by improved roads all of which expenses shall be born by Petitioner. Petitioner shall assure that lot lines are recorded and subdivided in such a manner as to assure that the meet the R-1 zoning requirements or the requirements of a different zone, if requested and approved by the City. Improvements shall also include all other road improvements, utility improvements, or other improvements reasonably necessary to serve Petitioner's Property unless waived by Parowan City; and

Petitioner shall transfer to Parowan City sufficient easements and right of way for installation and maintenance of all public utilities, including electric, water, gas, cable and telephone, as well as any other public utility, a legal description of such easements shall be provided at a later date and such Exhibit is incorporated by this reference. Petitioner agrees not to construct permanent structures on said easements and acknowledges notice by Parowan City that in the event Petitioner, or any successor in interest, does construct on the easements, the structures may be removed at the sole cost and expense of Petitioner in the event the easement should be utilized by Parowan City; and

Petitioner shall submit a letter from Iron County approving the annexation of Petitioner's property and shall conform to all subdivision laws as required by Iron County to approve the annexation; and

There may be currently located on Petitioner's Property a "ditch", "flood channel", or other type of natural water disbursement area, which permits flood water from surrounding properties to cross Petitioner's property whereby water is eventually disbursed in accordance

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Agreement B: 1120 P: 80 Fee $0.00
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with current flood channels into neighboring County properties. If requested by Parowan City, Petitioner shall provide an easement of sufficient drainage to transport any 100 year flood water run off and storm drainage from surrounding flood waters entering Petitioner's property. As the annexed property is located in or near the City's flood plain, and some water may flow on or near the annexed property, Petitioner agrees to implement City approved measures to adequately divert such possible flood water and/or build on a sufficient elevation to avoid possible flood damage ; and

All water development and improvement upgrades, costs and materials servicing Petitioner's property shall be paid by Petitioner including mandated fire hydrants as directed by the City in its sole discretion. Petitioner will assure that all utility systems comply with all applicable codes, government regulations, and international fire codes including the establishment of a fire hydrant within 500 feet of each hydrant and not more than 250 feet of each residence and Petitioner shall obtain Parowan City Fire Chief's approval and recommendation (at his reasonable discretion) for location of the fire hydrants prior to development. The Petitioner, or any successor in interest, shall pay all water connection fees and impact fees; and

Petitioner shall pay all required power connection fees, power impact fees, and be responsible for any additional costs to run power to Petitioner's property in accordance with the standards of Parowan City, including but not limited to installation costs and materials, location of power poles, lines; all of which shall be in compliance with Parowan City's ordinances and standards, with the approval of the power and water departments; and

Petitioner shall transfer to Parowan City sufficient culinary water to service the intended purposes of the subdivision. Petitioner affirmatively asserts and confirms that said water has been beneficially used in the last 5 years and is not subject to forfeiture by the Utah State Engineer Division of Water Rights for non-use. If the water has not been used in the last 5 years the Petitioner shall provide all documents to ensure Parowan City that the proper "application for non-use" has been properly filed and acceptable by the Utah Division of Water Rights.

Sewer lines are not available and are not presently within the property. The owner/developer is required to install a main sewer trunk line from the subdivision to an intersecting trunk line currently servicing the City sewer lagoons. The owner/developer will pay all costs for the sewer line installation including, but not limited to, sewer impact study, all engineering costs associated with the project, and material and labor costs. any future development or upgrade to the sewer system remains the responsibility of the owner/developer as required by City Ordinances.

Petitioner shall pay all required impact fees, including but not limited to impact fees for police, parks, fire, streets, water, pressurized irrigation and sewer. Petitioner may be required to install a "dry" pressurized irrigation system within the subdivision limits if required by ordinance at the time of Petitioner's request for development.

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Agreement B: 1120 P: 81 Fee $0.00
Patsy Cutler, Iron County Recorder Page 3 of 8
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

SECTION FOUR

COSTS, EXPENSES, REGULATIONS AND RECORDING

Petitioner, or Petitioners successor's in interest as applicable, shall be responsible to pay all costs arising or derived from this Annexation Agreement, including but not limited to, impact fees, all above agreed upon costs for materials and improvements set forth herein, for all development costs, attorney fees, recording fees, annexation fees, advertisement fees, fire control materials, water rights and all other costs involved in transferring the water rights to Parowan City, as well as any other costs, known or unknown, which are related to the annexation and development of the property identified in this Annexation Agreement. Petitioner shall pay for all costs of extending any and all off-site public utilities or services identified in Section Three which are necessary to service the annexed property, should the same be required.

In the event that Parowan City elects to delay or forbear requiring Petitioner to immediately complete any one or more of the above-named requirements, improvements, developments, costs, provide easements, water or land, or to otherwise fulfill any requirements, set forth in Sections One through Four, inclusive, Petitioner or Petitioner's successor's in interest shall agree to make or provide the funds necessary to make said improvements, developments, requirements, etc. within 60 days of demand by Parowan City which may be made at any time, said demand to be made by written notice. If the amount is assessed to multiple lots, the amount of the costs shall be determined by assessing the total number of lots in the annexed area, by taking the total square footage of all lots and dividing the same by each individual lot, to obtain a percentage of responsibility for each lot, which shall be multiplied by the total cost of improvement.

All installation of utilities and materials during development shall be under the control and direction of Parowan City and shall be in accordance with Parowan City engineering standards.

This Agreement shall be recorded against the entire annexed property, and each lot developed therein, in the event all of the foregoing materials, improvements, developments as required herein, are not to be completed as platted. A notation shall also be placed on the plat map identifying those items that must be developed and/or paid for by Petitioner's successors in interest.

SECTION FIVE

GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the

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Agreement B: 1120 P: 82 Fee $0.00
Patsy Cutler, Iron County Recorder Page 4 of 8
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

laws of the State of Utah.

SECTION SIX

ATTORNEY FEES AND COSTS

In the event any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and legal costs.

SECTION SEVEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision, except as set forth below. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision, unless it materially alters the rights of the parties in which case this agreement shall be of no effect and the parties shall be restored to their first and former estates.

SECTION EIGHT

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. In the event other documents or actions are necessary to implement the transfer of properties and completion of the transaction as herein set forth, the parties agree to execute such documents and take such action and to use best efforts to carry out the intent of the parties as herein set forth.

SECTION NINE

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by either party or authorized representative of each party.

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Agreement B: 1120 P: 83 Fee $0.00
Patsy Cutler, Iron County Recorder Page 5 of 8
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

SECTION TEN

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party, except as otherwise expressly excepted herein in Section Four.

SECTION ELEVEN

NO WAIVER

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any branch of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION TWELVE

ESTIMATED TAX CONSEQUENCES

It is anticipated that the property tax on property annexed into Parowan City Corporation will increase. This estimation is based on 2007 tax rates which show that the tax rate for Iron County is .006727 and the tax rate for Parowan City is .002864 (for a total of .009591). This ratio, of course, will vary with each year's tax assessment by the different governmental entities. It is anticipated that the increased demand for municipal services to the new area will be offset by development requirements, additional tax revenues, and impact fees assessed.

DATED this 10th day of January, 2008.

[Signatures on Following Page]

00566866
Agreement B: 1120 P: 84 Fee $0.00 Page 6 of 8
Patsy Cutler, Iron County Recorder
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

PAROWAN CITY:

Parowan City, Mayor

ATTEST:

Parowan City Clerk

PETITIONER:

C & S HOLDINGS, LLC

STATE OF UTAH)
: ss.
COUNTY OF IRON)

On the 10th day of January, 2008, personally appeared before me JAMES ROBINSON, and CORey MCKEE, the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Judy Kay Schiers
Notary Public

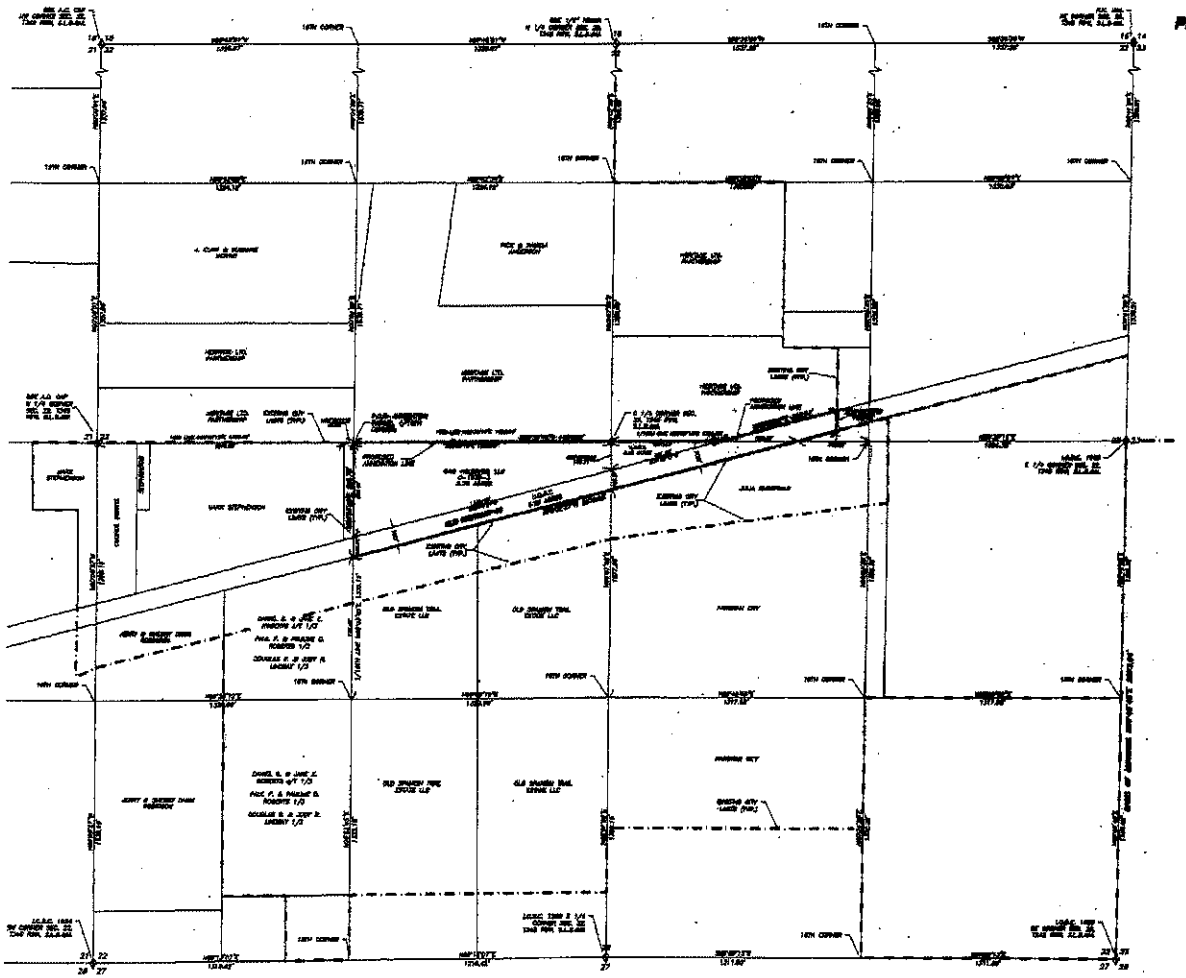
NOTARY PUBLIC
JUDY KAY SCHIERS
42 West Center P.O Box 9
Parowan, UT 84761
COMMISSION EXPIRES
April 3, 2011
STATE OF UTAH

NOTARY PUBLIC
JUDY KAY SCHIERS
42 West Center P.O Box 9
Parowan, UT 84761
COMMISSION EXPIRES
April 3, 2011
STATE OF UTAH

00566866
Agreement B: 1120 P: 85 Fee $0.00
Patsy Cutler, Iron County Recorder Page 7 of 8
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

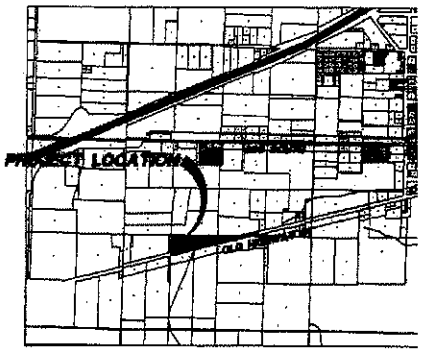
EXHIBIT B

ANNEXATION PLAT FOR
C & S HOLDINGS, LLC
SECTION 22, T34S R9W, S.L.B.&M.
PAROWAN, UTAH



LEGEND

- PROPERTY LINE
- SECTION CORNER AS DESCRIBED
- PROPOSED ANNEXATION LINE
- EXISTING ANNEXATION LINE
- SECTION LINE



VICINITY MAP

00566866
Agreement B: 1120 P: 85
Patsy Cutler, Iron County Recorder
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION
Fee $0.00
Page 8 of 8

SURVEYOR'S CERTIFICATE

I STEVEN BRENT WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR, NUMBER 4936788, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS AN ANNEXATION SURVEY MADE UNDER MY DIRECTION. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

STEVEN BRENT WOOLSEY, PLS #4936788 — DATE 8-21-2

SURVEY NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF COREY WOMEL OF C&S HOLDINGS, LLC TO CREATE AN ANNEXATION SURVEY.
BASIS OF BEARINGS IS N00°40'43"E 2673.04 FEET FROM THE SE CORNER TO THE EAST 1/4 CORNER OF SECTION 22, T34S, R9W. (SEE PLAT FOR DESCRIPTION OF MONUMENTS.)

ANNEXATION DESCRIPTION (16.65 ACRES)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°39'16"E, ALONG THE EAST-WEST CENTER SECTION LINE, 1,322.58 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE 1/16TH CORNER, SAID POINT ALSO BEING LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID CITY LIMITS LINE AND CONTINUING N89°39'16"E, ALONG SAID EAST-WEST CENTER SECTION LINE, 1,894.56 FEET TO A POINT LOCATED ON THE NORTHERLY LINE OF OLD HIGHWAY-91; THENCE DEPARTING SAID SECTION LINE AND RUNNING N72°02'27"E, ALONG SAID HIGHWAY LINE, 820.94 FEET TO A POINT LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING S00°04'36"W, ALONG SAID CITY LIMITS LINE, 101.71 FEET TO A POINT LOCATED ON THE SOUTHERLY LINE OF SAID OLD HIGHWAY-91; THENCE S75°02'27"W, ALONG SAID HIGHWAY LINE AND ALONG SAID CITY LIMITS LINE, 2,570.93 FEET TO A POINT LOCATED ON THE 1/16TH LINE; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING N00°03'45"E, ALONG THE 1/16TH LINE AND THE CITY LIMITS LINE, 593.70 FEET TO THE POINT OF BEGINNING. CONTAINING 16.65 ACRES.

NOTES

SPONSOR: COREY WOMEL OF C&S HOLDINGS, LLC

PROPERTY OWNERS:

C&S HOLDINGS, LLC (C-1079-3)	9.70 AC
U.D.O.T.	0.85 AC
U.D.O.T.	5.90 AC
TOTAL	16.53 AC

CITY ENGINEER'S APPROVAL

I, WAYNE THOMAS, CITY ENGINEER FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT, WAS EXAMINED AND ACCEPTED BY ME THIS 16 DAY OF NOV 2007

CITY ENGINEER

CITY ATTORNEY'S APPROVAL

I, JUSTIN W. WAYMENT, CITY ATTORNEY FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT, AND THAT SAID PLAT MEETS THE REQUIREMENTS OF PAROWAN CITY CORPORATION PURSUANT TO ITS SUBDIVISION ORDINANCE AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE 16th DAY OF November, 2007.

CITY ATTORNEY JUSTIN W. WAYMENT

CERTIFICATE OF ACCEPTANCE

I, JAMES C. ROBINSON, MAYOR OF PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT, HAS BEEN APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS THE 12th DAY OF January, 2008.

ATTEST: CITY RECORDER VALORIE TOPHAM — MAYOR JAMES C. ROBINSON

CERTIFICATE OF RECORDING

I, PATSY CUTLER, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THIS ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE ____ DAY OF _____.

BOOK _____ PAGE _____ COUNTY RECORDER – PATSY CUTLER

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____

ORDINANCE NO. 2008-01-01

(C & S HOLDINGS, LLC ANNEXATION - 1600 WEST OLD HIGHWAY 91)

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Parowan City, 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 16.55 acres and lies contiguous to the corporate boundaries of Parowan City, 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, Parowan 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 10-2-403(2), (3), and (4); and

WHEREAS, a notice was published once a week for three successive weeks, beginning no later than ten days after receipt of the notice of certification, in a newspaper of general circulation showing the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation as provided by Utah State 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 Utah State Law (Subsections 10-2-406(1)(b); and

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

WHEREAS, the Petitioner has agreed to be bound to the terms of the annexation agreement dated January 10, 2008, as a condition of passing this annexation ordinance.

NOW THEREFORE, pursuant to Section 10-2-407, Utah Code Annotated, the City Council of Parowan City, Utah, hereby adopts and passes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF PAROWAN, UTAH AS FOLLOWS:

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

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

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

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°39'16"E, ALONG THE EAST-WEST CENTER SECTION LINE, 1,233.58 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE 1/16TH CORNER. SAID POINT

00566867
Annexation Ordinance B: 1120 P: 87 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 2
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

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FEB 04 2008
Gary R. Herbert
Lieutenant Governor

ALSO BEING LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID CITY LIMITS LINE AND CONTINUING N89°39'16"E, ALONG SAID EAST-WEST CENTER SECTION LINE, 1,884.02 FEET TO A POINT LOCATED ON THE NORTHERLY LINE OF OLD HIGHWAY- 91; THENCE DEPARTING SAID SECTION LINE AND RUNNING N75°02'27"E, ALONG SAID HIGHWAY LINE, 620.04 FEET TO A POINT LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING S00°24'35"W, ALONG SAID CITY LIMITS LINE, 103.71 FEET TO A POINT LOCATED ON THE SOUTHERLY LINE OF SAID OLD HIGHWAY - 91; THENCE S75°02'27"W, ALONG SAID HIGHWAY LINE AND ALONG SAID CITY LIMITS LINE, 2,570.03 FEET TO A POINT LOCATED ON THE 1/16TH LINE; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING N00°03'45"E, ALONG THE 1/16TH LINE AND THE CITY LIMITS LINE, 595.70 FEET TO THE POINT OF BEGINNING. (CONTAINING 16.55 ACRES)

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

4. The real property, described in Paragraph 2 above, shall be classified as being in the R-1 Residential zone in accordance with the provisions of Chapter 29 of Title 24 Zoning Ordinance and Section 10-9-406(1) of the Utah Code Annotated, 1953, as amended.

5. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Iron County, Utah by the City Recorder.

6. This Ordinance shall become effective upon adoption and passage by the City Council. A copy of the Ordinance and plat shall be deposited in the Office of the City Recorder.

ADOPTED and PASSED by the City Council of Parowan City, Utah, this 10th day of January, 2008.

PAROWAN CITY

James C. Robinson, Mayor

Attest:

Valorie Topham, City Recorder

Vote:	Aye	Nay	Abstain	Absent
Dale Bettridge	✓			
Mary Halterman	✓			
Troy L. Houston	✓			
Diane Lister	✓			
Kevin L. Porter	✓			

00566867
Annexation Ordinance B: 1120 P: 88 Fee $0.00
Page 2 of 2
Patsy Cutler, Iron County Recorder
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

C-1079-3

ANNEXATION ADDITION PLAT

00566868
Plats / Survey B: 1120 P: 89 Fee $0.00 Page 1 of 1
Patsy Cutler Iron County Recorder
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

Date of Plat: September 21, 2007

Owners: C & S Holdings L L C

To: Parowan City Corporation

Name of Annexation: C & S Holdings L L C Annexation

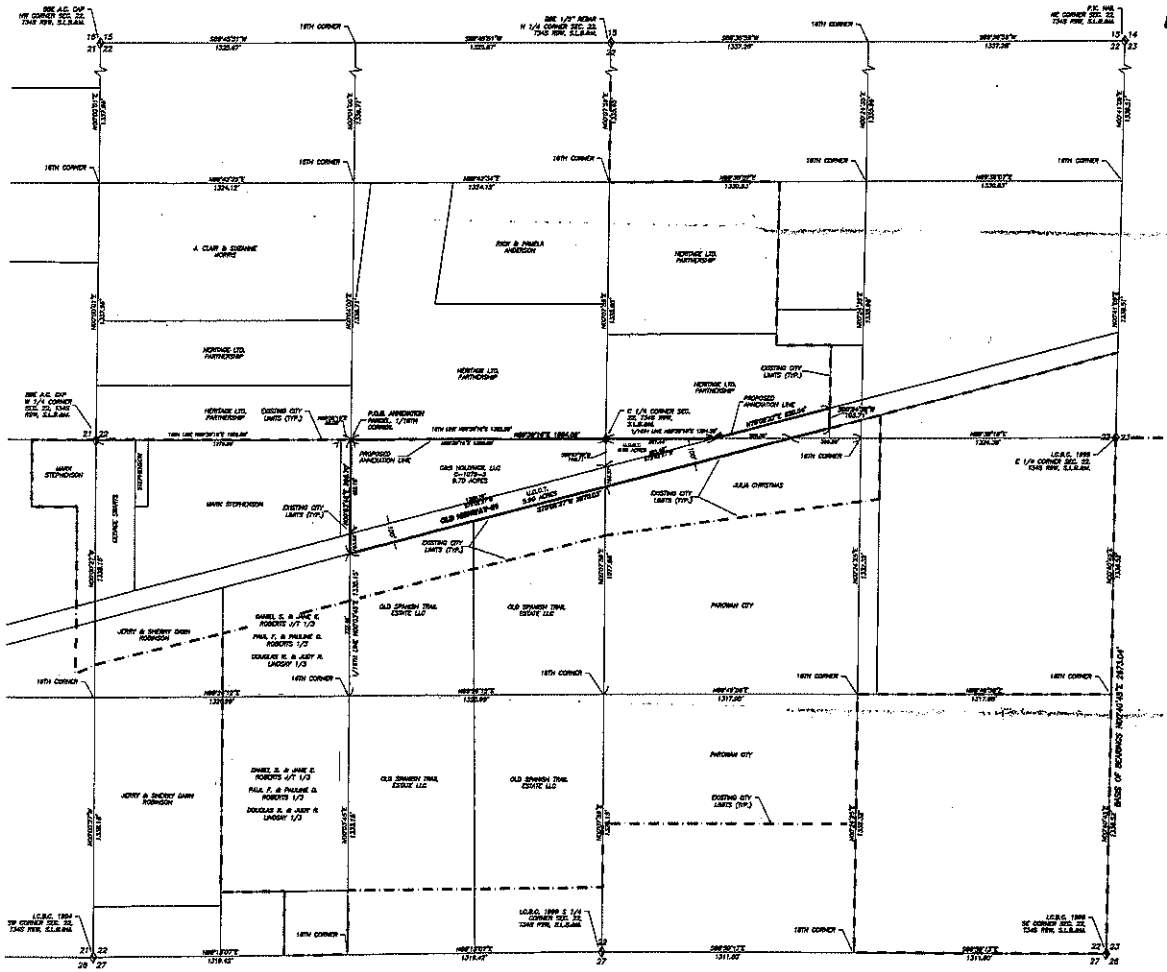
Description of Annexed Property: Sec 22, T34S, R9W

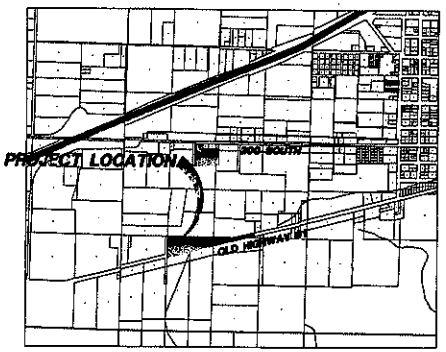
Received

FEB 0 4 2008

Gary R. Herbert
Lieutenant Governor

ANNEXATION PLAT FOR
C & S HOLDINGS, LLC
SECTION 22, T34S R9W, S.L.B.&M.
PAROWAN, UTAH





VICINITY MAP

SURVEYOR'S CERTIFICATE

I STEVEN BRENT WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR, NUMBER 4938769, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS AN ANNEXATION SURVEY MADE UNDER MY DIRECTION, THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

STEVEN BRENT WOOLSEY, PLS-4938769 — 9-21-2007 DATE

SURVEY NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF COREY MCNEIL OF C&S HOLDINGS, LLC TO CREATE AN ANNEXATION SURVEY. BASIS OF BEARINGS IS N00°40'45"E 2633.04 FEET FROM THE SE CORNER TO THE EAST 1/4 CORNER OF SECTION 22, T34S, R9W. (SEE PLAT FOR DESCRIPTION OF MONUMENTS.)

ANNEXATION DESCRIPTION (16.55 ACRES):

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°39'16"E, ALONG THE EAST-WEST CENTER SECTION LINE, 1,322.58 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE 1/16TH CORNER, SAID POINT ALSO BEING LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID CITY LIMITS LINE AND CONTINUING N89°39'16"E, ALONG SAID EAST-WEST CENTER SECTION LINE, 1,884.02 FEET TO A POINT LOCATED ON THE NORTHERLY LINE OF OLD HIGHWAY-91; THENCE DEPARTING SAID SECTION LINE AND RUNNING N75°02'27"E, ALONG SAID HIGHWAY LINE, 620.04 FEET TO A POINT LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING S00°24'35"W, ALONG SAID CITY LIMITS LINE, 103.71 FEET TO A POINT LOCATED ON THE SOUTHERLY LINE OF SAID OLD HIGHWAY-91; THENCE S75°02'27"W, ALONG SAID HIGHWAY LINE AND ALONG SAID CITY LIMITS LINE, 2,570.03 FEET TO A POINT LOCATED ON THE 1/16TH LINE; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING N00°03'45"E, ALONG THE 1/16TH LINE AND THE CITY LIMITS LINE, 595.70 FEET TO THE POINT OF BEGINNING. CONTAINING 16.55 ACRES.

NOTES

SPONSOR: COREY MCNEIL OF C&S HOLDINGS, LLC

PROPERTY OWNERS:

C&S HOLDINGS, LLC (C-1079-3) _____ 9.70 AC

U.D.O.T. _____ 0.95 AC

U.D.O.T. _____ 5.90 AC

TOTAL 16.55 AC

CITY ENGINEER'S APPROVAL

I, Wayne Thomas, CITY ENGINEER FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT, WAS EXAMINED AND ACCEPTED BY ME THIS 16 DAY OF Nov., 2007.

Wayne Thomas
– CITY ENGINEER

CITY ATTORNEY'S APPROVAL

I, JUSTIN W. WAYMENT, CITY ATTORNEY FOR PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT, AND THAT SAID PLAT MEETS THE REQUIREMENTS OF PAROWAN CITY CORPORATION PURSUANT TO ITS SUBDIVISION ORDINANCE AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE 19th DAY OF January, 2008.

Justin W. Wayment
– CITY ATTORNEY JUSTIN W. WAYMENT

CERTIFICATE OF ACCEPTANCE

I, JAMES C. ROBINSON, MAYOR OF PAROWAN CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT, HAS BEEN APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS THE 14TH DAY OF January, 2008.

ATTEST: Valerie Topham
– CITY RECORDER VALORIE TOPPHAM

BY: James C. Robinson
– MAYOR JAMES C. ROBINSON

CERTIFICATE OF RECORDING

I, PATSY CUTLER, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE 28th DAY OF January, 2008

BOOK 1120 PAGE 59

Patsy Cutler
COUNTY RECORDER – PATSY CUTLER

ENTRY NO. 566868 FEE $0.00

RECORDED AT THE REQUEST OF Parowan City Corporation

NO	DESCRIPTION	DATE	BY
REVISIONS			

InSite Engineering, P.C.
1883 W. Royal Hunte Dr., Suite 200
Cedar City, Utah 84720
phone: (435) 865-1453
fax: (435) 865-1454

ANNEXATION PLAT FOR:
C & S HOLDINGS, LLC
SEC. 22, T34S R9W S.L.B.&M.
PAROWAN, UTAH

DATE: 9-21-2007
SCALE: 1"=300'
JOB NO. 286
SHEET NO. 1

2159 MCNEIL SURVEY/ANNEXATION.DWG

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 PARAGONAH TOWN, dated June 13th, 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 PARAGONAH TOWN, located in Iron County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 31st day of December, 2007 at Salt Lake City, Utah.

Gary R. Herbert

GARY R. HERBERT
Lieutenant Governor

C 401

map sent 12-21-07

Received

DEC 2 1 2007

Gary R. Herbert
Lieutenant Governor

PARAGONAH TOWN
ORDINANCE 07-1

ORDINANCE ANNEXING SPECIFIC PROPERTY TO PARAGONAH, UTAH
(JOHN AND RUTH SARBACKER)

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Paragonah, 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 two point zero nine (2.09) acres and lies contiguous to the corporate boundaries of Paragonah, Utah; and

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

WHEREAS, the Paragonah Town Council accepted the petition of annexation; and within 30 days the Town Clerk reviewed the petition and certified that the petition meets the requirements for annexation as provided by Utah State Law (Subsections 10-2-403(2), (3) and (4)); and

WHEREAS, a notice was published once a week for three successive weeks, beginning no later than ten days after receipt of the notice of certification, in a newspaper of general circulation the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation as provided by Utah State 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 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 Section 10-2-407, Utah Code Annotated 1953, as amended, the Town Council of Paragonah Town, Utah, hereby adopts and passes, the following:

BE IT ORDAINED BY THE TOWN COUNCIL OF PARAGONAH, UTAH, AS FOLLOWS:

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF PARAGONAH, UTAH.

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

00564870
Annexation Ordinance B: 1115 P: 704 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 2
12/14/2007 09:58:15 AM By PARAGONAH TOWN

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DEC 2 0 2007

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

Beginning at a point which is situated S. 89 40'05" E. along the 1/16 line 730.70 feet from the Southwest Corner of the NW1/4SE1/4 of Section 32, Township 33 South, Range 8 West, SLB&M, thence N. 012'11"W. 166.56 feet, thence S. 89 38'55" E. 377.27 feet to the East Line of Third West Street, Paragonah, Utah, thence S. 1 05'11"E. along the East Line of said Third West Street 239.71 feet, thence N. 89 40'05" W. 380.96 feet, thence N. 0 12'11" W. 73.21 feet to the point of beginning and containing 2.09 acres of land.

3. The zoning map of Paragonah Town shall be amended to include the real property described above in Paragraph 2.

4. The real property, described in Paragraph 2, above, shall be classified as being in the Residential Zone (RE), in accordance with the provisions of Chapter 12, of the Town of Paragonah Uniform Zoning Ordinance and Section 10-9-406(1) of the Utah Code Annotated, 1953, as amended.

5. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Iron County, Utah by the Town Clerk.

6. This Ordinance shall become effective 20 days after publication and posting. A copy of the Ordinance and plat shall be deposited in the Office of the Town Clerk.

ADOPTED AND PASSED by the Town Council of Paragonah Town this 13th day of June, 2007

Paragonah Town

By _____
Connie Robinson, Mayor

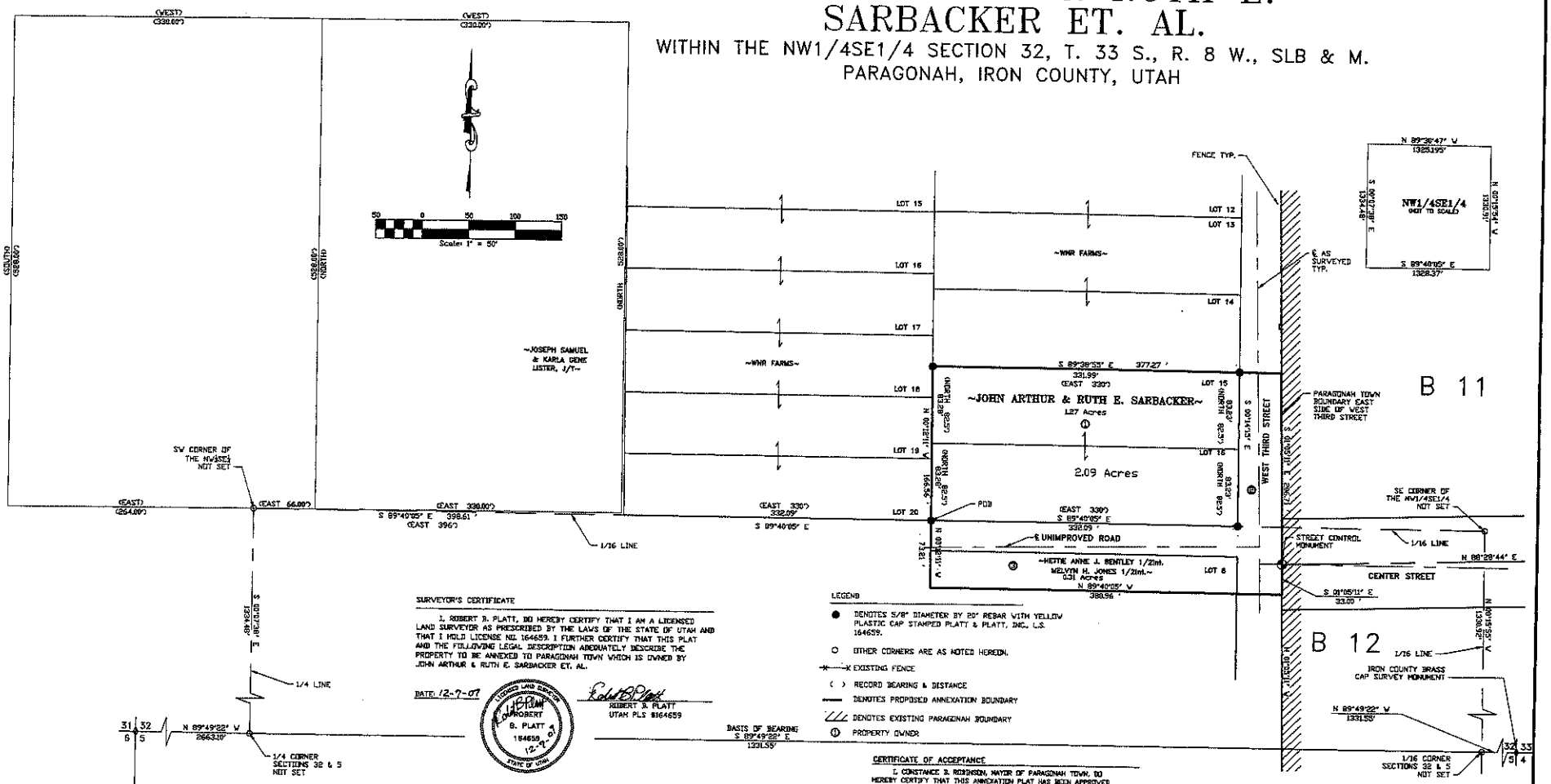
ATTEST:

_____
Jayne Stones, Town Clerk

00564870
Annexation Ordinance B: 1115 P: 705 Fee $0.00
Patsy Cutler, Iron County Recorder Page 2 of 2
12/14/2007 09:58:15 AM By PARAGONAH TOWN

ANNEXATION MAP FOR
JOHN ARTHUR & RUTH E. SARBACKER ET. AL.

WITHIN THE NW1/4SE1/4 SECTION 32, T. 33 S., R. 8 W., SLB & M.
PARAGONAH, IRON COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, ROBERT B. PLATT, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 164659. I FURTHER CERTIFY THAT THIS PLAT AND THE FOLLOWING LEGAL DESCRIPTION ADEQUATELY DESCRIBE THE PROPERTY TO BE ANNEXED TO PARAGONAH TOWN WHICH IS OWNED BY JOHN ARTHUR & RUTH E. SARBACKER ET. AL.

DATE: 12-7-07

ROBERT B. PLATT
UTAH PLS #164659

LEGEND

- ● DENOTES 5/8" DIAMETER BY 20" REBAR WITH YELLOW PLASTIC CAP STAMPED PLATT & PLATT, INC. L.S. 164659.
- ○ EITHER CORNERS ARE AS NOTED HEREIN.
- -X- EXISTING FENCE
- ( ) RECORD BEARING & DISTANCE
- DENOTES PROPOSED ANNEXATION BOUNDARY
- DENOTES EXISTING PARAGONAH BOUNDARY
- ① PROPERTY OWNER

BASIS OF BEARING S 89°49'22" E 1291.55'

ANNEXATION DESCRIPTION

BEGINNING AT A POINT WHICH IS SITUATED S. 89°40'05" E. ALONG THE 1/16 LINE 739.70 FEET FROM THE SOUTHWEST CORNER OF THE NW1/4SE1/4 OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 8 WEST, SLB&M, THENCE N. 0°12'11" W. 166.56 FEET, THENCE S 89°38'53" E. 377.27 FEET TO THE EAST LINE OF WEST THIRD STREET, PARAGONAH, UTAH, THENCE S. 01°05'11" E. ALONG THE EAST LINE OF SAID WEST THIRD STREET 339.71 FEET, THENCE N. 89°40'05" W. 398.96 FEET, THENCE N. 00°12'11" W. 73.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.09 ACRES OF LAND.

PROPERTY OWNERS

1. JOHN ARTHUR & RUTH E. SARBACKER ..... 1.27 AC
2. IRON COUNTY (ROADWAYS) ..... 0.51 AC
3. HETTIE ANNE J. BENTLEY & MELVYN H. JONES ..... 0.31 AC

SURVEY NARRATIVE

BASIS OF BEARINGS FOR THIS SURVEY IS S. 89°49'22" E. ALONG THE TOWNSHIP LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 32, T. 33 S., R. 8 W., SLB&M, AND THE SOUTHEAST CORNER OF SECTION 32, T. 33 S., R. 8 W., SLB&M, AS PER IRON COUNTY RECORD OF SURVEY MAP NOS. 499 AND 226. SECTIONAL BREAKDOWN IS ALSO AS PER THE ABOVE REFERENCED MAPS.

THERE ARE NO OFFICIAL SURVEY MAPS IN THE IRON COUNTY RECORDER'S OFFICE OF THE CENTER CREEK SURVEY. THE COUNTY OWNERSHIP PLATS REFLECT THE LAYOUT OF THE GARDEN LOTS SITUATED WITHIN THE NW1/4SE1/4 OF SAID SECTION 32 AND THIS WAS USED AS A BASIS FOR PROPORTIONING AND STAKING THIS PROPERTY. THE TYPICAL GARDEN LOTS AS SHOWN ON THE OWNERSHIP PLAT ARE 20 RODS IN THE EAST-WEST DIRECTION AND 5 RODS IN THE NORTH-SOUTH DIRECTION.

CERTIFICATE OF ACCEPTANCE

I, CONSTANCE D. ROBINSON, MAYOR OF PARAGONAH TOWN, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE 12 DAY OF Dec., 2007.

ATTEST: JAYNE A. STOKES - TOWN RECORDER

BY: CONSTANCE D. ROBINSON, MAYOR

CERTIFICATE OF RECORDING

I, PATSY CUTLER, COUNTY RECORDER OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP FOR JOHN ARTHUR & RUTH E. SARBACKER WAS FILED FOR RECORD IN MY OFFICE ON THIS 14th DAY OF DECEMBER, 2007.

PATSY CUTLER
IRON COUNTY RECORDER

BOOK: 1115 PAGE: 776
ENTRY NO.: 284671 FEE: $0.00
RECORDED AT THE REQUEST OF: PARAGONAH TOWN

ANNEXATION MAP FOR JOHN ARTHUR & RUTH E. SARBACKER ET. AL.

WITHIN THE NW1/4SE1/4 SECTION 32, T. 33 S., R. 8 W., SLB & M.
PARAGONAH, IRON COUNTY, UTAH

BY: PLATT AND PLATT, INC.
CONSULTING ENGINEERS & SURVEYORS
297 NORTH COVE DRIVE, CEDAR CITY, UTAH
P.O. BOX 398 CEDAR CITY, UTAH 84721-0398 PHONE: 435-586-6151

DRAWN BY	DATE	SCALE	SHEET
S. STOKER	JAN., 2007	1" = 50'	1 OF 1

DRAWING NAME: C:\SARBACKER\ANNEX.dwg

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 PARAGONAH TOWN, dated November 14th, 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 PARAGONAH TOWN, located in Iron County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 4th day of February, 2008 at Salt Lake City, Utah.

Gary R. Herbert

GARY R. HERBERT
Lieutenant Governor

PARAGONAH TOWN
ORDINANCE 07-7

ORDINANCE ANNEXING SPECIFIC PROPERTY TO PARAGONAH, UTAH (DALE AND DELORES ROBINSON)

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Paragonah, 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 3.56 acres and lies contiguous to the corporate boundaries of Paragonah, Utah; and

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

WHEREAS, the Paragonah Town Council accepted the petition of annexation; and within 30 days the Town Clerk reviewed the petition and certified that the petition meets the requirements for annexation as provided by Utah State Law (Subsections 10-2-403(2), (3) and (4)); and

WHEREAS, a notice was published once a week for three successive weeks, beginning no later than ten days after receipt of the notice of certification, in a newspaper of general circulation the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation as provided by Utah State 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 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 Section 10-2-407, Utah Code Annotated 1953, as amended, the Town Council of Paragonah Town, Utah, hereby adopts and passes, the following:

BE IT ORDAINED BY THE TOWN COUNCIL OF PARAGONAH, UTAH, AS FOLLOWS:

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY AND EXTENDING THE CORPORATE LIMITS OF PARAGONAH, UTAH.

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

00566445
Annexation Ordinance B: 1119 P: 343 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 2
01/18/2008 11:07:18 AM By PARAGONAH TOWN

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

BEGINNING AT A POINT N89° 49'22"W ALONG THE SOUTH SECTION LINE OF SECTION 32 1578.91 FEET FROM THE SOUTHEAST CORNER OF SECTION 32 SAID POINT BEING ON THE WEST RIGHT-OF-WAY 300 WEST STREET; RUNNING THENCE ALONG SAID RIGHT-OF-WAY S01° 07'08"E 13.89 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING COUNTY GRAVEL ROAD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURCES: S65°00'04"W 31.41 FEET; THENCE S71° 33'54"W 60.06 FEET; THENCE S79° 08'10"W 94.06 FEET; THENCE S85° 27'44"W 19.16 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUNNING N89° 49'22"W 105.39' FEET; THENCE N00° 12'30"W 532.44 FEET; THENCE S89°44'52"E 294.87 FEET TO A POINT ON SAID 300 WEST RIGHT-OF-WAY; THENCE S01° 07'08"E ALONG SAID RIGHT-OF-WAY 466.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.56 ACRES. C-391-1

3. The zoning map of Paragonah Town shall be amended to include the real property described above in Paragraph 2.

4. The real property, described in Paragraph 2, above, shall be classified as being in the Residential Zone (RE), in accordance with the provisions of Chapter 12, of the Town of Paragonah Uniform Zoning Ordinance and Section 10-9-406(1) of the Utah Code Annotated, 1953, as amended.

5. A certified copy of this Ordinance and an original plat setting forth the property so annexed shall be filed with the County Recorder of Iron County, Utah by the Town Clerk.

6. This Ordinance shall become effective 20 days after publication and posting. A copy of the Ordinance and plat shall be deposited in the Office of the Town Clerk.

ADOPTED AND PASSED by the Town Council of Paragonah Town this 14th day of November, 2007

Paragonah Town

By _____
Connie Robinson, Mayor

ATTEST:

_____
Jayne Stones, Town Clerk

00566445
Annexation Ordinance B: 1119 P: 344 Fee $0.00
Patsy Cutler, Iron County Recorder Page 2 of 2
01/18/2008 11:07:18 AM By PARAGONAH TOWN

C-391-1

ANNEXATION ADDITION PLAT

Date of Plat: December 27, 2007

00566446
Plats / Survey B: 1119 P: 345 Fee $0.00
Patsy Cutler, Iron County Recorder Page 1 of 1
01/18/2008 11:07:18 AM By PARAGONAH TOWN

Owners: Dale & Delores Robinson

To: Paragonah Town

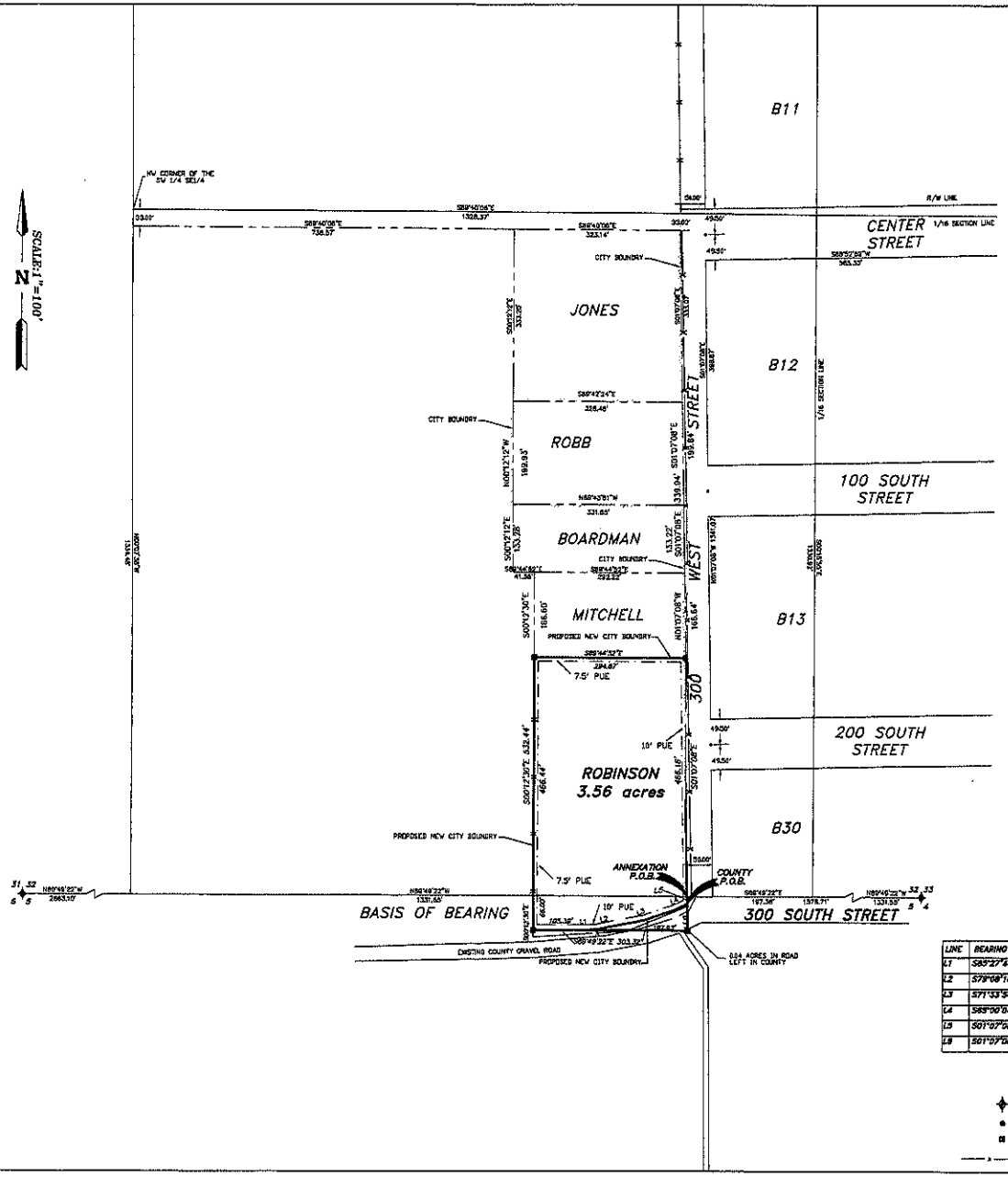
Name of Annexation: Robinson Annexation

Description of Annexed Property: Sec 32, T33S, R8W

Received

JAN 29 2008

Gary R. Herbert
Lieutenant Governor



LINE	BEARING	DISTANCE
L1	S85°27'44"W	19.16'
L2	S79°08'10"W	84.06'
L3	S71°33'54"W	60.06'
L4	S85°00'04"W	31.41'
L5	S01°07'08"E	13.89'
L6	S01°07'08"E	52.13'

SURVEYOR'S CERTIFICATE

I, JAY S. ADAMS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 167230, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS PLAT REPRESENTS A SURVEY, MADE UNDER MY DIRECTION, IN ACCORDANCE WITH SECTION 17-23-17. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

12-17-07 DATE

Jay S. Adams JAY S. ADAMS

BOUNDARY DESCRIPTION

ANNEXATION PARCEL

BEGINNING AT A POINT N89°49'22"W ALONG THE SOUTH SECTION LINE OF SECTION 32, 1578.91 FEET FROM THE SOUTHEAST CORNER OF SECTION 32 SAID POINT BEING ON THE WEST RIGHT-OF-WAY 300 WEST STREET; RUNNING THENCE ALONG SAID RIGHT-OF-WAY S01°07'08"E 13.89 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF AN EXISTING COUNTY GRAVEL ROAD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES: S85°00'04"W 31.41 FEET; THENCE S71°33'54"W 60.06 FEET; THENCE S79°08'10"W 84.06 FEET; THENCE S85°27'44"W 19.16 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUNNING N89°49'22"W 100.38 FEET; THENCE N01°12'36"W 323.44 FEET; THENCE S89°44'52"E 294.87 FEET; TO A POINT ON SAID 300 WEST RIGHT-OF-WAY; THENCE S01°07'08"E ALONG SAID RIGHT-OF-WAY 466.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.28 ACRES.

TO COUNTY PARCEL

BEGINNING AT A POINT N89°49'22"W ALONG THE SOUTH SECTION LINE OF SECTION 32, 1378.91 FEET AND S01°07'08"E 13.89 FEET FROM THE SOUTHEAST CORNER OF SECTION 32 SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF AN EXISTING COUNTY GRAVEL ROAD; RUNNING THENCE S01°07'08"E 52.13 FEET; THENCE N89°49'22"W 197.43 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY; RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES: N85°27'44"E 19.16 FEET; THENCE N79°08'10"E 84.06 FEET; THENCE N71°33'54"E 60.06 FEET; THENCE N85°00'04"E 31.41 FEET; TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRE.

COUNTY ENGINEER'S CERTIFICATE

I, STEPHEN R. PLATT, County Engineer for Iron County, do hereby certify that I have examined this plat of ROBINSON ANNEXATION into Paragonah Town, this 28 day of DEC., 2007.

COUNTY ENGINEER

CERTIFICATE OF ACCEPTANCE

I, Connie Robinson, Mayor of Paragonah City Corporation, do hereby certify that this plat of ROBINSON ANNEXATION has been approved by the City Council and is hereby ordered filed for record in the office of the Iron County Recorder on this, the ____ day of ____, 2007.

ATTEST: CITY RECORDER

BY: MAYOR

CERTIFICATE OF RECORDING

I, Patsy Cutler, County Recorder of Iron County, Utah do hereby certify that this plat of ROBINSON ANNEXATION, was filed for record in my office on this, the 18 day of January, 2008.

Book 819 Page 345

Entry No. 356446 Fee $ 0.00

Patsy Cutler County Recorder

NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF DALE ROBINSON TO ESTABLISH PROPERTY LINES AND TO PROVIDE A RECORD OF SURVEY AND A PARAGONAH TOWN ANNEXATION PLAT. THE BASIS OF BEARING IS S89°49'22"E BETWEEN THE SW CORNER AND THE SE CORNER OF SECTION 32, T33S-R8W, S.L.B.&M.

PARAGONAH TOWN ROBINSON ANNEXATION PLAT

LOCATION:	SECTION 32 T33S, R8W, SLB&M.
PREPARED FOR:	DALE AND DELORES ROBINSON
SURVEY DATE:	12/18/07

ADAMS SURVEYING & ENGINEERING INC.
987 NORTH MAIN STREET SUITE #2
CEDAR CITY, UTAH 84720
Voice: (435) 586-0852
Fax: (435) 586-0859

R024017-07-05