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 CITY OF MILFORD, dated September 16th, 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 the CITY OF MILFORD, located in Beaver County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 20th day of October, 2008 at Salt Lake City, Utah.

Gary R Herbert

GARY R. HERBERT
Lieutenant Governor

MILFORD CITY, A Municipal Corporation

ORDINANCE NO. 12-2008

AN ORDINANCE DECLARING THE ANNEXATION OF TERRITORY TO THE CITY OF MILFORD.

WHEREAS, a majority of the owners of real property and the owners of not less than one-half in value of the real property as shown on the last assessment rolls in territory by and contiguous to this municipality have petitioned this municipality for annexation; and,

WHEREAS, the Milford Critical Access Hospital Annexation Petition was accompanied by an accurate plat or map of the territory to be annexed, prepared under the supervision of the City engineer or a competent surveyor and certified by the engineer or surveyor; and,

WHEREAS, the petition and plat or map have been filed in the office of the Milford City Recorder and all other requirements for annexation having been met;

NOW THEREFORE, IT IS HEREBY ORDAINED by the City Council of Milford City:

Section 1. TERRITORY ANNEXED. The territory located in Beaver County, State of Utah and described below and in the Milford Critical Access Hospital Annexation Petition is hereby declared annexed to the municipality:

Beginning at the West Quarter Corner of Section 5, Township 28 South, Range 10 West, SLM; Thence N 0°39' 18" E along the Section line 1310.30 feet to the Sixteenth Corner; thence S88° 59' 49" E 1323.13 feet to the Sixteenth Corner; Thence S 0° 33' 29" W along the sixteenth line 1316.68 feet. Thence S 00° 30' 48" W along the Sixteenth line 687.14 feet to the railroad Right-Of-Way; Thence S 25° 51' 28" W along the Railroad Right-of-Way 739.72 feet to Milford City Limits; Thence N 89° 18' 29" W along the sixteenth line 606.86 feet; Thence along the Mountain View estates Subdivision by the following three courses: N 10° 34' 13" E 244.31 feet; Thence N 00° 33' 19" E 1124.93 feet; Thence N 88° 43' 25" W along the sixteenth line 454.33 feet to the point of beginning. Containing 65.399 acres

Received

OCT 13 2008

Map Sent 10/14

Gary R. Herbert
Lieutenant Governor

Ent 238120 Bk 428 Pg 644
Date: 09-OCT-2008 11:10AM
Fee: None
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: MILFORD CITY

Section 1. TERMS AND CONDITIONS: The above property is annexed subject to the terms, conditions and provision of that certain Annexation Policy Plan for Milford City.

Section 3. ZONING DESIGNATED. The above described property annexed into the municipal boundaries of Milford City is hereby zoned as ~~follows~~ per attached map:

~~for all property West of 200 East Street and for all property East of 200 East Street and South of 600 North Street under the Milford Land Development Code~~.

Section 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon publication.

Passed by the City Council of Milford, Utah, this 16th day of September, 2008 by the following vote:

AYES: [illegible]

Nays:

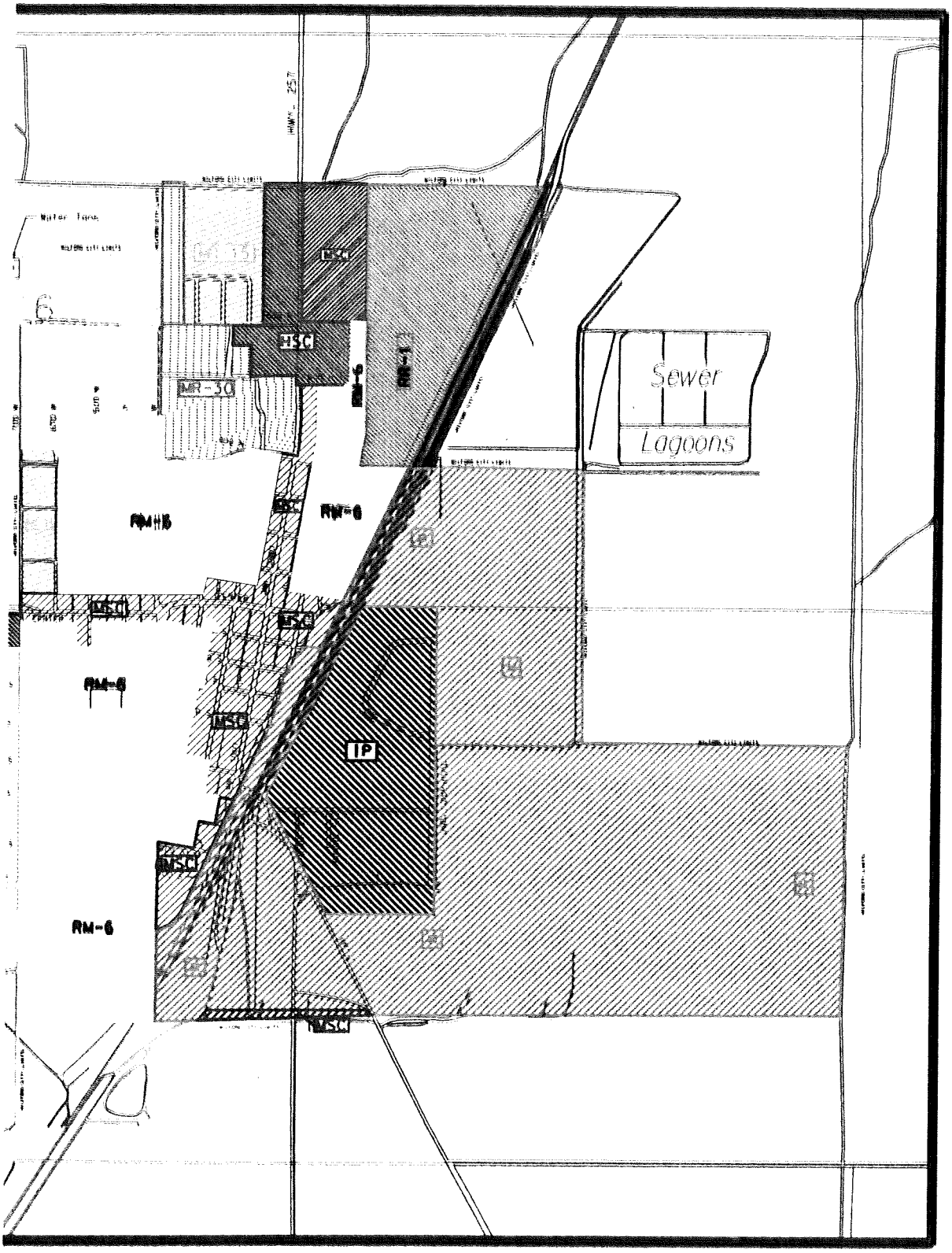
Absent: Cullen Carter

MILFORD CITY

By Bryan Sherwood
BRYAN SHERWOOD - Mayor

Attest:

Monica D Seifers
MONICA D. SEIFERS
City Recorder


Sewer
Lagoons
MSC
MR-30
RM-6
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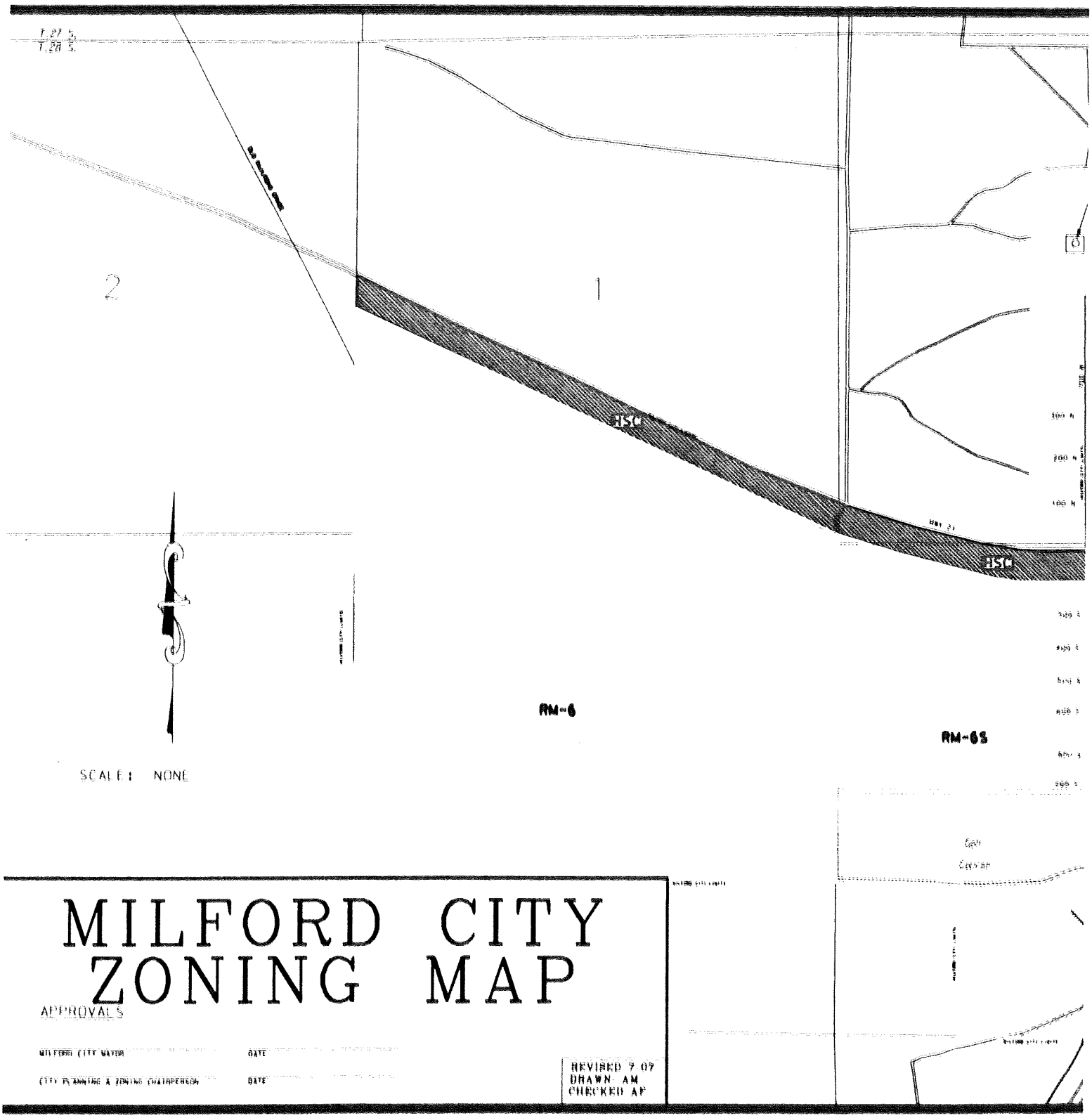

2
1
HSC
HSC
RM-6
RM-6S
SCALE: NONE
MILFORD CITY ZONING MAP
APPROVALS
MILFORD CITY MAYOR
DATE
CITY PLANNING & ZONING CHAIRPERSON
DATE
REVISED 7.09
DRAWN: AM
CHECKED: AP

Ent 238121 Bk 428 Pg 648
Date: 09-OCT-2008 11:13AM
Fee: None
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: MILFORD CITY

ANNEXATION AGREEMENT

AN AGREEMENT between Milford City, a municipal corporation of the State of Utah and Milford Area Health Care Service District #3, P.O. Box 207, Milford, Utah 84751, Advanced Development, LLC, a Limited Liability Company organized under the laws of the State of Utah, of P.O. Box 739, Milford, Utah 8475, Kenneth Bradshaw, of 2205 W 2500 N, Cedar City, UT 84720, MELLENIUM STAR CORPORATION, of 2205 W 2500 N, Cedar city, UT 84720, hereafter referred to as developer when referred to jointly or individual developer when referred to individually:

RECITALS

WHEREAS, developer, has petitioned Milford City to annex certain property to be known as the Milford Critical Access Hospital Annexation; and,

WHEREAS, Milford City has agreed to annex the property described in the petition provided developer complies with certain requirements; and,

WHEREAS, Milford Area Health Care Service District #3 is not considered a developer per sey but is building a new critical access hospital on property to be annexed into the City. Milford Area Health Care Service District #3 will not be building roads at this time but will access the hospital off of main street. Milford Area Health Care Service District #3 will be responsible for their share of the cost to develop roads adjacent to hospital property at the time of development of non hospital property; and,

WHEREAS, Developer and Milford City have agreed to postpone this agreement to the time of subdivision and that this agreement should be in place prior to any final subdivision approval of annexed property by Milford City;

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Developer Improvements. Unless otherwise waived by the City in writing, the Applicant agrees to extend and install such utilities, roads, curb, gutter and infrastructure as may be necessary to service the following described property at the sole cost of the Developer:

The property is located in Beaver County, State of Utah, and more particularly described as follows and as petitioned in that certain "Milford Critical Access Hospital Annexation Petition.":

Beginning at the West Quarter Corner of Section 5, Township 28 South, Range 10 West, SLM; Thence N 0°39' 18" E along the Section line 1310.30 feet to the Sixteenth Corner; thence S88° 59' 49" E 1323.13 feet to the Sixteenth Corner; Thence S 0° 33' 29" W along the sixteenth line 1316.68 feet. Thence S 00° 30' 48" W along the Sixteenth line 687.14 feet to the railroad Right-Of-Way; Thence S 25° 51' 28" W along the Railroad Right-of-

Way 739.72 feet to Milford City Limits; Thence N 89° 18' 29" W along the sixteenth line 606.86 feet; Thence along the Mountain View estates Subdivision by the following three courses: N 10° 34' 13" E 244.31 feet; Thence N 00° 33' 19" E 1124.93 feet; Thence N 88° 43' 25" W along the sixteenth line 454.33 feet to the point of beginning. Containing 65.399 acres

3. Streets. Developer agrees to develop the Property in such a manner that properties adjacent to or adjoining the Property shall not be denied access, but rather shall have access at reasonable intervals sufficient for the development of connecting streets and other improvements for the expansion of the City. The placement of such streets shall be determined in connection with the subdivision of the Property in accordance with City ordinances, specifications and standards applicable to land development, subdivision, and the installation of public and private improvements, all as may be applicable by law to the Property. It is specifically agreed between the parties that 600 North Street will not be developed between Main Street and 100 East Street but will be developed between 100 East Street and 200 East Street. 100 East street will end at 600 North but 200 East street will be developed starting at 400 North and extending to 700 North Street. 650 North Street from main street to 200 East Street will be developed. These streets will not have to be developed at the time of the construction of the Milford Critical Access Hospital but will have to be developed at the time of approval of any subdivision that the City determines will require the development of such street.

4. Subdivisions and Phases. The City agrees that Developer or any individual Developer may develop and construct improvements referenced above in a subdivision by subdivision manner and a phase-by-phase manner, as approved by City. It is understood that the zoning will be a commercial zone along main street to accomadate the hospital and commercial development and a residential zone East of 200 East Street that will allow the limited possession of animals.

5. Extension Agreement. If any individual Developer extends the Milford City Water and Sewer systems to the annexed property. That individual Developer agrees to document the cost of such extension within 30 days from the completion of the work and present that cost for approval to the Milford City Council. The City Council will then determine the potential lots that could benefit by hooking into the extended water and sewer and determine a fee to be paid and then reimbursed back to that individual developer provided any such lot is developed within the next ten years.

6. Inspection Agreement. Milford City will require inspection and approval at Developer's expense of all required improvements prior to acceptance by Milford City of such improvements into the Municipal systems.

7. Indemnity. Developer agrees to hold the City, its officers, agents and employees harmless from any and all liability, which may arise as a result of the installation, maintenance or failure

Ent 238121 Bk 0428 Pg 0649

to maintain the improvements or utilities required to be installed by Developer in accordance with this Agreement.

8. Right of Installation and Access. If the improvements or utilities required to be installed by the Developer by this Agreement are not installed as agreed to herein, the City may hire a contractor on behalf of the Developer to complete the improvements and utilities and the Developer shall reimburse the City for all costs incurred with regard thereto within thirty (30) days of demand therefore. The Developer hereby expressly grants to the City and any contractor hired by the City on behalf of the Developer, and their successors and/or assigns, the right of access to the Property to complete installation of the improvements and utilities required by this Agreement.

9. Events of Default. In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle the City to invoke any and all remedies outlined in this Agreement or as otherwise provided by law: (1) Developer's insolvency, appointment of a receiver, or filing a voluntary or involuntary petition in bankruptcy; (2) the commencement of a foreclosure proceeding against any of the Annexation property held in the Developer's name or for its benefit; (3) any of the Annexation property held in the Developer's name or for its benefit being conveyed in lieu of foreclosure; (4) Developer's failure to otherwise abide by the terms of this Agreement.

10. No Lots Sold, Building Permits issued or Occupancy Allowed. It is agreed that no Subdivision Lots may be sold and no building permit or certificate of occupancy for any buildings or structures located or to be located on the Property will be sought by the Developer nor issued by the City until the improvements required by this Agreement are completed as required herein. If the improvements for a designated phase are completed, the lots in that phase may be sold and building permits and Certificates of Occupancy issued in accordance with Milford City Ordinances. Developer acknowledges its obligation to advise prospective purchasers of any portion of the Annexation Property that no building permit or certificate of occupancy will be issued until all such improvements are completed. This provision does not apply to Milford Area Health Care Service District #3.

11. Time of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part to be performed at the time fixed for performance, the other party may declare such party in default of its obligations herein and pursue any and all remedies it may have, either in equity or at law.

12. Successors and Assigns. The term Developer as used herein shall also refer to Developer's successors and/or assigns and shall be binding upon all such successors or assigns.

13. Interpretation. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.

14. Complete Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter herein.

Ent 238121 Bk 0428 Pg 0650

15. **Amendment**. This Agreement may be amended or modified only by written instrument signed by the respective parties.

16. **Severability.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

17. **Recording.** The parties agree that the covenants and obligations contained in this Agreement shall be binding upon and run with the land which is the subject hereof, shall constitute covenants of equitable servitude against such land, and shall be binding upon all persons acquiring any interest in the Property to the same extent as applicable to the Developer.

18. **Authority.** The persons executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated. Developer additionally warrants and represents that they are the sole owners of all right, title and interest in and to the Annexation Property.

19. **Attorney Fees and Costs.** In the event there is a breach of this Agreement or if a party is required to take any action whatsoever to enforce the terms hereof, the party in default agrees to pay to the prevailing party any costs and attorney fees incurred by the prevailing party in seeking enforcement of this Agreement, whether incurred with or without suit, at trial or on appeal.

DATED this 16th day of September, 2008.

MILFORD CITY

Attest:

Bryan Sherwood

Bryan Sherwood, Mayor

Monica D. Seifers

Monica D. Seifers
Milford City Recorder

STATE OF UTAH)
: ss.
County of Beaver)

The foregoing instrument was acknowledged before me this 16th day of September, 2008 by Bryan Sherwood and Monica D. Seifers, the Mayor and City Recorder of Milford City.

MAKAYLA LYNN BEALER
Notary Public
State of Utah
My Comm. Expires Jan 14, 2012
26 S 100 W Box 69 Milford UT 84751

Makayla Bealer

NOTARY PUBLIC

MILFORD AREA HEALTH CARE

Ent 238121 Bk 0428 Pg 0651

SERVICE DISTRICT #3

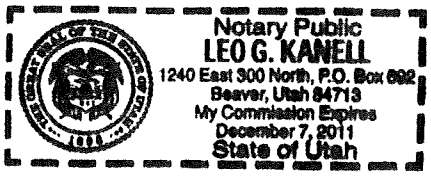
By _____
April McKeon - Chairman

ATTEST:

_____
Michelle Barton - Clerk

STATE OF UTAH)
: ss.
County of Beaver)

The foregoing instrument was acknowledged before me this 10th day of July, 2008, by April McKeon, Chairman of the Administrative Control Board and Michelle Barton - Clerk of Milford Area Health Care Service District #3.



_____
NOTARY PUBLIC

ADVANCED DEVELOPMENT, LLC
(Limited Liability Company)

By _____
Richard W. Rollins, member

By _____
Lary M. Carter, member

By _____
Mark S. Whitney, member

By _____
Ronald J. Wunderlich, member

Ent 238121 Bk 0428 Pg 0652

STATE OF UTAH)
: ss.
County of Beaver)

The foregoing instrument was acknowledged before me this 3rd day of July, 2008, by Richard W. Rollins, Lary M. Carter, Mark S. Whitney, and Ronald J. Wunderlich, members of Advanced Development, LLC, a Limited Liability Company.

Notary Public
LEO G. KANELL
1240 East 300 North, P.O. Box 692
Beaver, Utah 84713
My Commission Expires
December 7, 2011
State of Utah

NOTARY PUBLIC

MELLENIUM STAR CORPORATION

By
Neil Bradshaw - President

STATE OF UTAH)
: ss.
County of Iron)

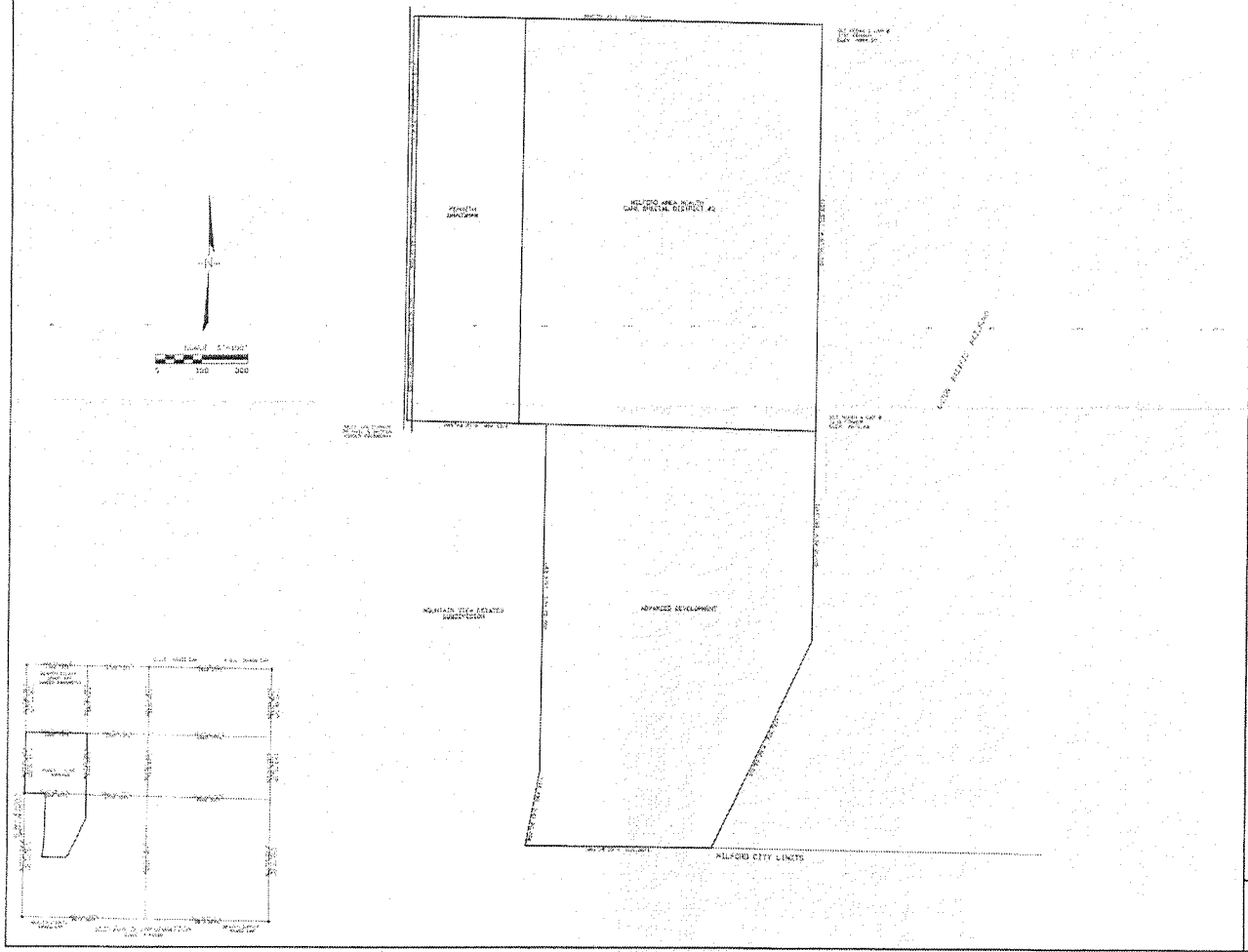
The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by Neil Bradshaw - President of MELLENIUM STAR CORPORATION.

Notary Public
LEO G. KANELL
1240 East 300 North, P.O. Box 692
Beaver, Utah 84713
My Commission Expires
December 7, 2011
State of Utah

NOTARY PUBLIC

Ent 238121 Bk 0428 Pg 0653

MILFORD CRITICAL ACCESS HOSPITAL ANNEXATION PLAT
LOCATED IN THE WEST 1/2 OF SECTION 5, T28S, R10W, SLM
MILFORD CITY, BEAVER COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, DOUGLAS G. MAGLEBY DO HEREBY CERTIFY THAT I HOLD LICENSE NO. 154021 AS A DULY REGISTERED LAND SURVEYOR IN THE STATE OF UTAH AND THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE RESULTS ARE CORRECTLY SHOWN HEREON WHICH IS TO BE ANNEXED TO THE CITY OF MILFORD, COUNTY OF BEAVER, STATE OF UTAH.

6/27/08
DATE

DOUGLAS G. MAGLEBY

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SLM; THENCE N0°03'18"E ALONG THE SECTION LINE 1321.30 FEET TO THE SUBDIVISION CORNER; THENCE N89°40'10"E 1337.11 FEET TO THE SIXTEENTH CORNER; THENCE S0°40'19"W ALONG THE SIXTEENTH LINE 1336.88 FEET; THENCE S00°10'40"W ALONG THE SIXTEENTH LINE 867.14 FEET TO THE RAILROAD RIGHT-OF-WAY; THENCE N65°01'00"W ALONG THE RAILROAD RIGHT-OF-WAY 1336.70 FEET TO MILFORD CITY LIMITS; THENCE N00°11'00"W ALONG THE SIXTEENTH LINE 866.98 FEET; THENCE ALONG THE MOUNTAIN VIEW ESTATES SUBDIVISION BY THE FOLLOWING THREE COURSES: N10°56'13"E 344.31 FEET; N00°03'10"E 1154.91 FEET; N89°40'23"W ALONG THE SIXTEENTH LINE 494.30 FEET TO THE POINT OF BEGINNING CONTAINING 65.399 ACRES.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE Milford 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 MILFORD AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 1953 10-2-401 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 MILFORD HOSPITAL ANNEXATION. THIS 16th DAY OF

Sept A.D. 2008

Mayor

Recorder

Attest

Attorney

ATTEST/CLERK/RECORDER

PLANNING COMMISSION APPROVAL A.D. 2008

APPROVED THIS 10th DAY OF September PLANNING COMMISSION

BY THE Milford City PZC

PLANNING COMMISSION CHAIRMAN

Marcia Pratt - Zoning Admin

DIRECTOR/SECRETARY

E#238119 BK 726 PG 493
RECORDED 10-9-08 11:00am
Bryce Mowry Co Recorder
BEAVER COUNTY - UT.

MAGLEBY & ASSOCIATES INC.
415 E. 580 S.
MONROE UT, 84754
(435) 527-3444
(435) 979-5070 CELL