

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 BRIAN HEAD TOWN, dated July 22<sup>nd</sup>, 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 BRIAN HEAD 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 11<sup>th</sup> day of September, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

Received

P17  
-0

TOWN OF BRIAN HEAD, UTAH  
TOWN COUNCIL

SEP 02 2008  
Map Sect 9/19/08  
Gary R. Herbert  
Lieutenant Governor

ORDINANCE NO. 08-014  
ANNEXING APPROXIMATELY 386 ACRES  
July 22, 2008

AN ORDINANCE AUTHORIZING THE ANNEXATION OF A PENINSULA OF APPROXIMATELY 386.8 ACRES OF UINCORPORATED PROPERTY CONTIGUOUS TO BRIAN HEAD, UTAH, INCLUDING THE CEDAR BREAKS MOUNTAIN ESTATES UNITS A, B, & C, CEDAR BREAKS MOUNTAIN HOMESITES, CEDAR BREAKS MOUNTAIN HOMESITES UNITS A & C, TIMBERCREST, SUNSET MOUNTAIN, AND SKI HAVEN CHALET UNITS A, B, & C, AND OTHER CONTIGUOUS PROPERTY LOCATED IN THE SAME AREA; AND RELATED MATTERS.

WHEREAS, a peninsula of unincorporated land exists contiguous to the Town of Brian Head, Utah, and several of the residents of that area have requested that the Town of Brian Head annex the area in order to more efficiently and fairly provide municipal-type services to that area; and

WHEREAS, Section 10-2-418 of the Utah Code permits the Town to annex, on its own initiative, an unincorporated, contiguous peninsula with fewer than 800 residents if the Town has provided municipal-type services to that area for at least one year; and

WHEREAS, the Town has provided municipal services, including water and sewer service and fire and emergency medical response coverage, to the proposed annexation area for more than one year, and because of the long distance from Iron County services to the proposed annexation area, Iron County is incapable of efficiently providing these municipal-type services to the proposed annexation area; and

WHEREAS, the proposed annexation area is in need of additional municipal services which the Town is capable of efficiently providing; and

WHEREAS, the residents of the proposed annexation area currently pay a higher rate for the municipal services provided by the Town than do residents of the Town, and in the event of a water shortage, the Town would be required to discontinue water services to the proposed annexation area in order to provide the same services to the Town residents; and

WHEREAS, the proposed annexation area contains fewer than 800 residents; and

WHEREAS, the Town Council desires to accommodate the requests of the residents of the proposed annexation area by considering the annexation of the proposed annexation area; and

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p. 08-014

B: 1143 P: 1024 Fee \$0.00  
Patsy Cutler Iron County Recorder Page 1 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



**WHEREAS**, on June 10, 2008, the Town Council adopted a resolution proposing annexation of the above described peninsular area, calling a public hearing for July 22, 2008, and authorizing publication of notices with respect to the proposed annexation; and

**WHEREAS**, on July 22, 2008 the Town Council held a public hearing on the proposed annexation of the peninsula and protests did not exceed a majority of the total private land area within the entire area proposed for annexation or one-half of the value of all private real property within the entire area proposed for annexation:

**IT IS HEREBY ORDAINED** by the Town Council of the Town of Brian Head, Utah as follows:

Section 1. Town Council held a public hearing on the proposed annexation of the peninsula and protests did not exceed a majority of the total private land area within the entire area proposed for annexation or one-half of the value of all private real property within the entire area proposed for annexation.

Section 2. The Town Council hereby annexes a peninsula of unincorporated land that is contiguous to the Town of Brian Head, Utah. The annexation area consists of approximately 386.8 acres of real property that lies between the Steam Engine Meadows subdivision on the east side of Town and Highway 143 on the west side of Town and forms a peninsular shape in relation to the Town boundaries. The proposed annexation area includes the following platted subdivisions: Cedar Breaks Mountain Estates Units A, B, & C; Cedar Breaks Mountain Homesites; Cedar Break Mountain Homesites Units A & C; Timbercrest; Sunset Mountain; and Ski Haven Chalet Units A, B, & C. The proposed annexation area also includes a parcel of property that is located in the same area but is not a platted subdivision. The entire proposed annexation area is more particularly described as:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 9 WEST AND RUNNING THENCE SOUTH 89° 27' 51" EAST 2655.47 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH 89° 01' 59" EAST 2621.66 FEET TO THE NORTH QUARTER CORNER OF SECTION 1, SAID TOWNSHIP AND RANGE; THENCE SOUTH 00° 30' 41" WEST 1313.58 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 1; THENCE NORTH 89° 10' 41" WEST 1312.71 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 1; THENCE SOUTH 00° 04' 00" WEST 2641.73 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 1; THENCE NORTH 89° 20' 12" WEST 1318.12 FEET TO THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 1 AND 2, SAID TOWNSHIP AND RANGE; THENCE NORTH 00° 45' 54" EAST 84.14 FEET ALONG THE EAST LINE OF SAID SECTION 2 MORE OR LESS TO A POINT COLLINEAR

**00577028**

B: 1143 P: 1025 Fee \$0.00  
Patsy Cutler Iron County Recorder Page 2 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



WITH THE NORTH LINE OF LOT 8, BLOCK H SKI HAVEN CHALETS UNIT C; THENCE NORTH 89° 14' 20" WEST 165.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 66° 03' 45" WEST 170.97 FEET ALONG AND PAST THE NORTH LINE OF LOT 4 SAID BLOCK H TO A POINT ON THE EAST LINE OF LOT 4, BLOCK I SAID UNIT C; THENCE MORE OR LESS ALONG LOT 4 OF SAID BLOCK I THE FOLLOWING 3 COURSES:

1. NORTH 23° 56' 14" WEST 108.11 FEET;
2. 50.24 FEET ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 84°06'05" WEST 38.03 FEET);
3. SOUTH 12° 08' 24" WEST 109.06 FEET TO A POINT COLLINEAR WITH THE SOUTH LINE OF LOT 17 BLOCK E SKI HAVEN CHALETS UNIT C; THENCE NORTH 83° 55' 02" WEST 290.33 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 86° 34' 55" WEST 274.89 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 6 SAID BLOCK E; THENCE SOUTH 46° 37' 52" WEST 58.92 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 2, BLOCK B SAID UNIT C; THENCE, NORTH 89° 20' 12" WEST 292.28 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 14, BLOCK D SKI HAVEN CHALETS UNIT B; THENCE SOUTH 00° 08' 00" WEST 137.40 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF LOT 13 SAID BLOCK D; THENCE ALONG THE SOUTHERLY LINES OF SKI HAVEN CHALETS UNIT B THE FOLLOWING 8 COURSES:

1. SOUTH 72° 41' 00" WEST 271.90 FEET;
2. SOUTH 82° 40' 00" WEST 70.00 FEET;
3. NORTH 89° 24' 00" WEST 98.00 FEET;
4. NORTH 86° 28' 00" WEST 96.00 FEET;
5. SOUTH 87° 07' 00" WEST 99.60 FEET;
6. NORTH 65° 11' 00" WEST 229.00 FEET;
7. NORTH 79° 04' 45" WEST 183.73 FEET;
8. THENCE NORTH 03° 26' 30" WEST 311.80 FEET TO A POINT OF CURVATURE MORE OR LESS ON THE WEST LINE OF LOT 9 SKI HAVEN CHALETS UNIT A;

THENCE ALONG THE EAST LINE OF FORREST DRIVE THE FOLLOWING 7 COURSES:

1. 81.14 FEET ALONG A 129.62 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 14°29'30" EAST 79.83 FEET);
2. NORTH 33° 50' 25" EAST 374.43 FEET;
3. 110.01 FEET ALONG A 240.55 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 20°44'17" EAST 109.06 FEET);
4. NORTH 07° 11' 26" EAST 348.02 FEET;
5. 35.71 FEET ALONG A 23.88 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 50°01'46" EAST 32.48 FEET);

**00577028**

B: 1143 P: 1025 Fee \$0.00 Page 3 of 17 3  
Patsy Cutler, Iron County Recorder  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



6. NORTH 70° 04' 38" EAST 293.11 FEET;  
7. NORTH 05° 01' 46" EAST 158.93 FEET MORE OR LESS TO A POINT  
SOUTH 89° 20' 12" EAST 904.78 FEET FROM THE CENTER QUARTER  
CORNER OF SAID SECTION 2;  
THENCE NORTH 89° 20' 12" WEST 904.78 FEET MORE OR LESS TO THE  
CENTER QUARTER CORNER OF SAID SECTION 2; THENCE, NORTH 0° 01' 37"  
EAST 2633.00 FEET TO THE POINT OF BEGINNING BEING THE NORTH  
QUARTER CORNER OF SECTION 2 TOWNSHIP 36 SOUTH, RANGE 9 WEST.

[END OF DESCRIPTION]

Section 3. The Town Council finds that the Town has provided water and sewer service and fire and emergency medical response coverage to the proposed annexation area since before June 1, 2007, which means that the Town has provided those municipal-type services for at least one year as required by Section 10-2-418 of the Utah Code.

Section 4. The Town Council finds that the proposed annexation area has less than 800 residents, as is required by Section 10-2-418 of the Utah Code.

Section 5. The Town Council determines that the proposed annexation area is in need of municipal-type services and that the Town is capable of providing those services.

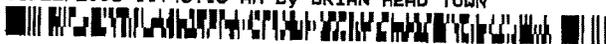
Section 6. The Town Council finds that the annexed area is not currently serviced by another emergency services provider licensed under Title 26, Chapter 8a of the Utah Code and therefore the notice requirements of Section 26-8a-414 do not apply to this annexation.

Section 7. The Town Council hereby directs the Town Clerk to send notice of this annexation ordinance to all of the following within 30 days of the adoption of the annexation ordinance: (A) Iron County addressed to the County Clerk; (B) Any local district or special district whose boundaries include any part of the annexed area; (C) the Iron County School District; and (D) any municipality whose boundaries are within one-half mile of the annexed area, which the Town Council finds to be none.

Section 8. The Town Council further directs the Town Clerk to file with the Utah Lieutenant Governor's office (1) a certified copy of this annexation ordinance, and (2) a plat or map of the annexed peninsula prepared and certified by a licensed surveyor that has been filed with the Iron County Surveyor, (3) a written notice of the adopting of this annexation ordinance together with a copy of this annexation ordinance, and (4) evidence that the foregoing information has been recorded with the Iron County Recorder

**00577028**

B: 1143 P: 1027 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



Section 9. This annexation ordinance shall be effective immediately upon publication in the Spectrum, a newspaper of general circulation in the Town, or 30 days after final passage by the Town Council, which ever is sooner.

Section 10. The Town Clerk is directed to publish a copy of this annexation ordinance in the Spectrum, a newspaper of general circulation in the Town and to attach an affidavit of publication of the same to this ordinance and the Town Clerk is directed to post this annexation ordinance in three public places within the Town.

Section 11. The Town Clerk is directed to deposit a copy of this annexation ordinance in the office of the Town Clerk.

Section 12. The Mayor or in the Mayor's absence the Mayor Pro Tem is authorized to sign this annexation ordinance and the Town Clerk or in the Town Clerk's absence, the Deputy Town Clerk is authorized to attest to such signature and to apply the Town Seal.

Section 13. The Mayor, or in the Mayor's absence the Mayor Pro Tem is authorized to sign the attached certificate of the Town Council that all necessary legal requirements relating to the annexation have been completed and the Town Clerk or in the Town Clerk's absence, the Deputy Town Clerk is authorized to attest to such signature and to apply the Town Seal.

Section 14. All acts, ordinances and resolutions in conflict with any part of this annexation ordinance are hereby superseded and replaced.

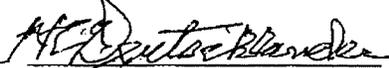
**00577028**

B: 1143 P: 1028 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 5 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN

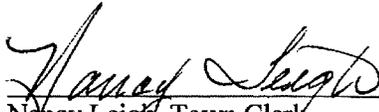


APPROVED AND ADOPTED by the Town Council of the Town of Brian Head,  
Utah, this July 22, 2008.

Brian Head Town

  
H. C. Deutschlander, Mayor

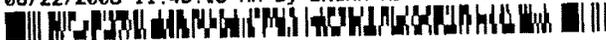
ATTEST:

  
Nancy Leigh, Town Clerk



00577028

B: 1143 P: 1029 Fee \$0.00 Page 6 of 17  
Patsy Cutler, Iron County Recorder  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



4847-1538-1762/BR093-003

## RECORD OF PROCEEDINGS

The Town Council of Brian Head, Utah, met in public session at its regular meeting place at 56 N. Hwy 143 in Brian Head, Utah, at 1:00 p.m. or as soon thereafter as feasible, on July 22, 2008, with the following members present:

H.C. Deutschlander	Mayor
Stewart Fausett	Councilmember
Hans Schwob	Councilmember
Jim Ortler	Councilmember
Anthony Cochia	Councilmember

Also present:

Nancy Leigh	Town Clerk
Bryce Haderlie	Town Manager

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this ordinance and associated public hearing had been discussed, the Town Clerk presented to the Town Council a Certificate of Compliance With Open Meeting Law with respect to July 22, 2008 meeting, a copy of which is attached.

Councilmember Ortler then introduced and moved the adoption of the foregoing ordinance, which motion was seconded by Councilmember Cocchia and the motion was passed as follow:

YES:	Mayor H.C. Deutschlander
	Council Member Hans Schwob
	Council Member Tony Cocchia
	Council Member James Ortler
NO:	None
ABSTAIN:	Council Member Stewart Fausett

**00577028**

B: 1143 P: 1030 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 7 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



**CERTIFICATE OF TOWN CLERK**

I, Nancy Leigh, hereby certify that I am the duly qualified and acting Town Clerk of the Town of Brian Head, Utah.

I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a public hearing of the Town Council and an ordinance adopted at said meeting held on July 22, 2008, as said minutes and ordinance are officially of record in my possession.

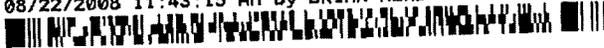
**IN WITNESS WHEREOF**, I have hereunto subscribed my official signature and affixed the seal of the Town this July 22, 2008.



*Nancy Leigh*  
\_\_\_\_\_  
Nancy Leigh, Town Clerk

**00577028**

B: 1143 P: 1031 Fee \$0.00 Page 8 of 17  
Patsy Cutler Iron County Recorder  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



**CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW**

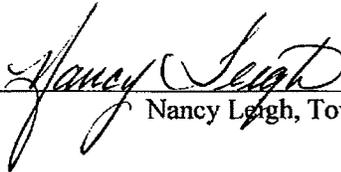
I, Nancy Leigh, the undersigned Town Clerk of the Town, do hereby certify, according to the records of the Town in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the July 22, 2008 public meeting, held by the Town as follows:

By causing a Meeting Notice, in the form attached, to be posted at the Town's principal offices at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

By causing a copy of the Meeting Notice to be delivered to the Spectrum, a newspaper of general circulation in the Town at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2008 Annual Meeting Schedule for the Town, attached, specifying the date, time and place of the regular meetings of the governing body of the Town to be held during the calendar year 2008 was posted on December 30, 2007, at the principal offices of the Town and provided to at least one newspaper of general circulation within the geographic jurisdiction of the Town on January 3, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this July 22, 2008.

  
\_\_\_\_\_  
Nancy Leigh, Town Clerk

[Attach "Meeting Notice"]  
[Attach "Notice of 2008 Annual Meeting Schedule"]  
[Attach "Affidavit of Publication"]

**00577028**

B: 1143 P: 1032 Fee \$0.00  
Patsy Cutler, Iron County Recorder  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN Page 9 of 17



The Regular Meeting of the  
Brian Head Town Council  
Town Hall Council Chambers  
56 N. Hwy 143, Brian Head, UT 84719  
Tuesday, July 22, 2008 @ 1:00pm

**AGENDA**

**1:00 PM**

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **DISCLOSURES**
- D. **APPROVAL OF MINUTES:** June 24, 2008 Town Council meeting  
June 24, 2008 Town Council Executive Session
- E. **PUBLIC INPUT/ REPORTS (Limited to three minutes) Non-Agenda Items**
- F. **AGENDA TOPICS:**

1. **INTRODUCTION TO THE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF APPROXIMATELY 386 ACRES INTO THE TOWN OF BRIAN HEAD** – Bryce Haderlie, Town Manager  
A brief explanation of the proposed annexation for the public’s benefit.
2. **PUBLIC HEARING ON PROPOSED ANNEXATION OF APPROXIMATELY 386 ACRES INTO THE TOWN OF BRIAN HEAD INCLUDING THE Cedar Breaks Mountain Estates Units A, B, & C, Cedar Breaks Mountain Homesites, CEDAR BREAKS MOUNTAIN HOMESITES Units A & C, Timbercrest, Sunset Mountain, and Ski Haven Chalet Units A, B, & C, AND OTHER CONTIGUOUS PROPERTY LOCATED IN THE SAME AREA**  
The Council will receive public input on the proposed annexation of approximately 386 acres of property into the Town of Brian Head. Comments are limited to three minutes and written comments must be submitted to the Town Clerk no later than 5:00 p.m. on July 21, 2008.
3. **AN ORDINANCE AUTHORIZING THE ANNEXATION OF A PENINSULA OF APPROXIMATELY 386.8 ACRES OF UINCORPORATED PROPERTY CONTIGUOUS TO BRIAN HEAD, UTAH, INCLUDING THE Cedar Breaks Mountain Estates Units A, B, & C, Cedar Breaks Mountain Homesites, CEDAR BREAKS MOUNTAIN HOMESITES Units A& C, Timbercrest, Sunset Mountain, and Ski Haven Chalet Units A, B, & C, AND OTHER CONTIGUOUS PROPERTY LOCATED IN THE SAME AREA; AND RELATED MATTERS.**  
The Council will consider an Ordinance that would authorize the annexation based upon public input in accordance with the notice given by the Town of Brian Head, published in the Daily Spectrum for three consecutive weeks and posted within three consecutive places within the Town of Brian Head, the Mall, Mountain View Deli and the Town Hall.
4. **PUBLIC SAFETY BUILDING REQUEST FOR QUALIFICATIONS REPORT** – Gary Bulloch, Public Safety Director - The Council will receive an update on the architectural qualifications for the proposed Public Safety Building.
5. **PROPOSED RESOLUTION ESTABLISHING THE TOWN’S POLICY ON TOWN ROADS & ROAD MAINTENANCE** – Bryce Haderlie, Town Manager, & Tom Stratton, Public Works Director. - The Council will consider a proposed Resolution that would identify a policy for Town roads and road maintenance.

- G. **EXECUTIVE SESSION -**
  - 1) **Strategy sessions** to discuss pending or reasonably imminent litigation.
  - 2) **Strategy Session** to discuss the purchase, exchange, or lease of real property
- H. **ADJOURNMENT**

Dated the 18<sup>th</sup> day of July, 2008

In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

**CERTIFICATE OF POSTING**

I hereby certify that I have posted copies of this agenda in three public and conspicuous Mountain View Cafe this 18<sup>th</sup> day of July, 2008 and have caused a copy of this notice to

*Nancy Leigh*  
\_\_\_\_\_  
Nancy Leigh, Town Clerk

**00577028**

B: 1143 P: 1033 Fee \$0.00  
Patsy Cutler Iron County Recorder Page 10 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN





BRIAN HEAD TOWN

BRIAN HEAD TOWN COUNCIL  
REGULAR MEETING SCHEDULE

2008

BRIAN HEAD TOWN COUNCIL CHAMBERS  
56 NORTH, HWY. 143, BRIAN HEAD, UT 84719

ALL MEETINGS WILL BEGIN AT 1:00 PM (MST) UNLESS OTHERWISE NOTICED.

ALL MEETINGS OF THE BRIAN HEAD TOWN COUNCIL  
ARE SCHEDULED FOR THE  
SECOND AND FOURTH TUESDAY OF EACH MONTH  
(unless noticed otherwise).

**\*\* DECEMBER 2008 WILL HAVE ONE  
TOWN COUNCIL MEETING FOR THE MONTH:  
DECEMBER 16, 2008.**

In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029, giving at least 48 hours advance notice.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this Meeting Schedule in three public and conspicuous places within the Town limits of Brian Head, to wit: Town Hall, Post Office and Mountain View Cafe this 30<sup>th</sup> day of December, 2007 and have caused a copy of this notice to be delivered to the Daily Spectrum.

  
Nancy Leigh, Town Clerk

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B: 1143 P: 1034 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 11 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN









Exhibit A

**BRIAN HEAD TOWN**

**NOTICE OF ADOPTION OF ORDINANCE ANNEXING PENINSULA AREA INTO THE TOWN OF  
BRIAN HEAD**

**AND REQUESTING CERTIFICATE OF ANNEXATION**

Pursuant to the provisions of Utah Code Ann. §10-1-116 and § 10-2-425, the Town of Brian Head, Utah, a body corporate and politic of the State of Utah hereby gives notice to the Utah Lieutenant Governor, that on July 22, 2008, the Town Council of the Town of Brian Head, Utah adopted an ordinance annexing a peninsula area of unincorporated Iron County of approximately 386.8 acres into the Town of Brian Head, Utah.

Accompanying this Notice is a copy of the Ordinance, hereby certified, annexing the peninsula area, together with a map showing the boundaries of the approximately 386.8 acres so annexed, prepared and certified by a licensed surveyor. A copy of the map has been filed with the Iron County Surveyor in accordance with Utah Code Ann. §§17-23-17 and 10-2-425.

I hereby certify that the Town of Brian Head, Utah has provided appropriate notices, held a public hearing, and completed all of the legal requirements necessary for the annexation of the peninsula area of approximately 386.8 acres, including publication in the newspaper, with notice of the ordinance provided to: (A) Iron County addressed to the County Clerk; (B) Any local district or special district whose boundaries include any part of the annexed area; (C) the Iron County School District; (D) any municipality whose boundaries are within one-half mile of the annexed area, which the Town Council finds to be none. The annexation ordinance has been

recorded with the Iron County Recorder.  
4847-1538-1762/BR093-003

**00577028**

B: 1143 P: 1038 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 15 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



The Town of Brian Head hereby requests the issuance of a certificate of annexation from the office of the Lieutenant Governor.

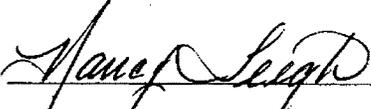
Dated: July 22, 2008.

TOWN OF BRIAN HEAD



H.C. DEUTSCHLANDER, MAYOR

ATTEST



NANCY LEIGH, TOWN CLERK



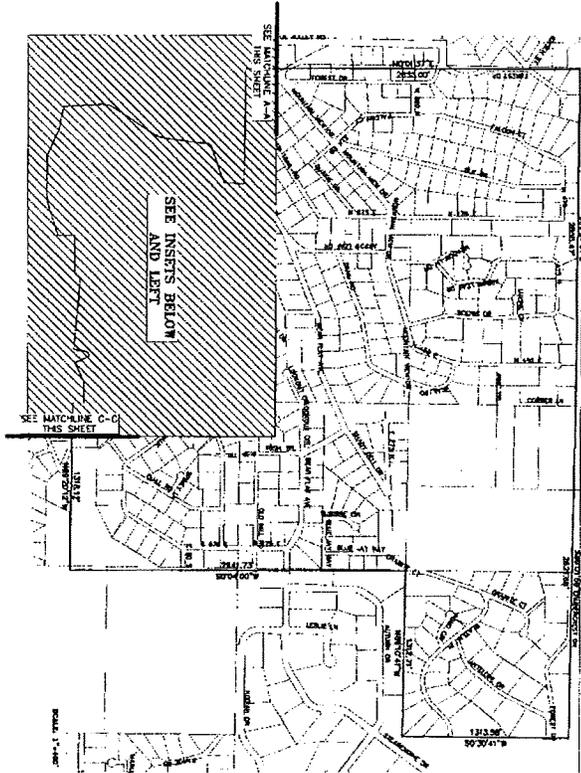
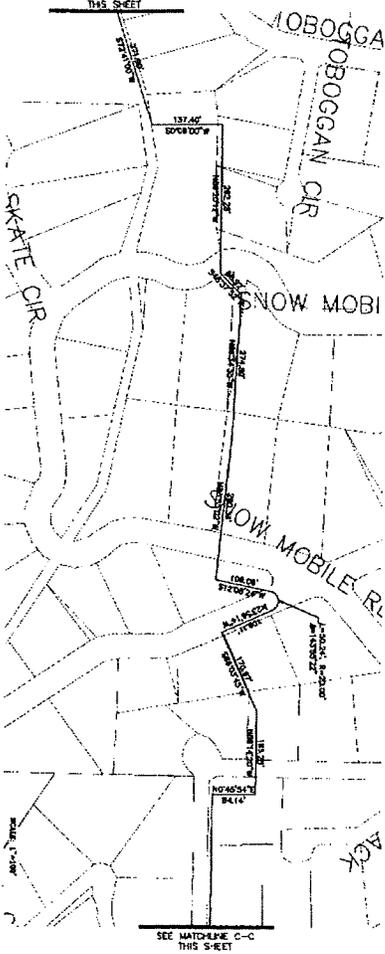
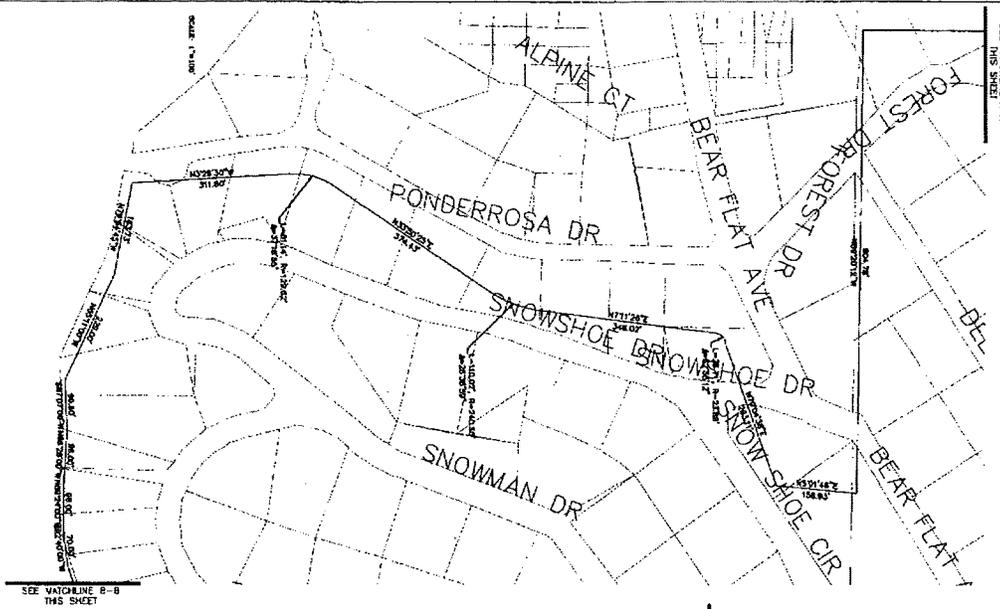
[ATTACH CERTIFIED MAP AND BOUNDARY DESCRIPTION]

**00577028**

B: 1143 P: 1039 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 16 of 17  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



**00577028** Fee \$0.00  
 B: 1143 P: 1040 Patsy Cutler Iron County Recorder  
 08/22/2008 11:43:15 AM BY BRIAN HEAD TOWN Page 17 of 17



<b>BRIAN HEAD TOWN</b> <b>ADDITION 2008</b>	
<b>SURVEYOR'S CERTIFICATE</b> I, SURVEYOR N. ALAN... (text partially obscured)	
<b>ADDITION LEGAL DESCRIPTION:</b> A 1/4 SECTION 26, T12N, R10E, S12W, IRON COUNTY, MISSOURI, BEING THE... (text partially obscured)	



**BRIAN HEAD TOWN  
ORDINANCE NO. 08-015**

**AN ADDENDUM TO ORDINANCE NO. 08-014 ADOPTING THE LAND USE ZONE FOR THE ANNEXED AREA OF A PENINSULA OF APPROXIMATELY 386.8 ACRES OF UNINCORPORATED PROPERTY CONTIGUOUS TO BRIAN HEAD, UTAH, INCLUDING THE CEDAR BREAKS MOUNTAIN ESTATES UNITS A, B, & C, CEDAR BREAKS MOUNTAIN HOMESITES, CEDAR BREAKS MOUNTAIN HOMESITES UNITS A & C, TIMBERCREST, SUNSET MOUNTAIN, AND SKI HAVEN CHALET UNITS A, B, & C, AND OTHER CONTIGUOUS PROPERTY LOCATED IN THE SAME AREA TO BE IDENTIFIED ON THE BRIAN HEAD ZONE DISTRICT MAP AS SINGLE-FAMILY RESIDENTIAL (R-1).**

**WHEREAS**, The Brian Head Town Council has adopted Ordinance No. 08-014, authorizing the annexation of a peninsula of approximately 386.8 acres of unincorporated area into the Town of Brian Head on July 22, 2008; and

**WHEREAS**, Town Council held a public hearing on the proposed annexation of the peninsula and protests did not exceed a majority of the total private land area within the entire area proposed for annexation or one-half of the value of all private real property within the entire area proposed for annexation; and

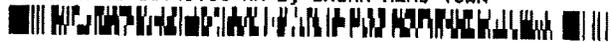
**WHEREAS**, The Town of Brian Head is required by State Law to identify a land use zone to regulate land use within the Town of Brian Head and did not identify a land use zone for the newly annexed area; and

**WHEREAS**, The Brian Head Town Council hereby directs the Town Clerk to submit to the Lt. Governor's Office the Ordinance identifying the incorporation of property and the identification of land use for the annexed property for certification of annexation into Brian Head Town, Utah.

**NOW THEREFORE, BE IT ORDAINED** by the Town Council of Brian Head, Iron County, Utah, that the land use zoning of the newly annexed area of 386.8 acres of property contiguous to Brian Head, Utah, including the Cedar Breaks Mountain Estates Units A, B, & C; Cedar Breaks Mountain Homesites; Cedar Breaks Mountain Homesites Units A & C; Timbercrest; Sunset Mountain, and Ski Haven Chalet Units A, B, & C and other contiguous property located in the same area to be identified on the Brian Head Zone District as Single Family Residential (R-1).

**00577029**

B: 1143 P: 1041 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 2  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



Ordin.....

Adopted August 12, 2008

The adoption of Ordinance 08-014, annexing 386.8 acres of unincorporated area took place on July 22, 2008 by a majority vote of the Town Council.

**Effective Date:** This Ordinance shall take effect upon the majority vote of the Brian Head Town Council, or upon the 20<sup>th</sup> day after publication and shall become an addendum of Ordinance No. 08-014.

**PASSED AND APPROVED** this 12<sup>th</sup> day of August, 2008.

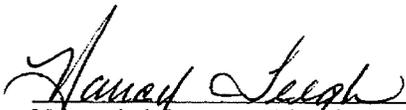
**ROLL CALL VOTE:**

Mayor H.C. Deutschlander	Absent
Mayor Pro Tem Hans Schwob	Yea
Council Member James Ortler	Yea
Council Member Tony Cocchia	Yea
Council Member Stewart Fausett	Yea

**BRIAN HEAD TOWN**

By:   
Hans Schwob, Mayor Pro-Tem

**ATTEST:**

  
Nancy Leigh, Town Clerk/Recorder



**00577029**

B: 1143 P: 1042 Fee \$0.00 Page 2 of 2  
Patsy Cutler, Iron County Recorder  
08/22/2008 11:43:15 AM By BRIAN HEAD TOWN



STATE OF UTAH

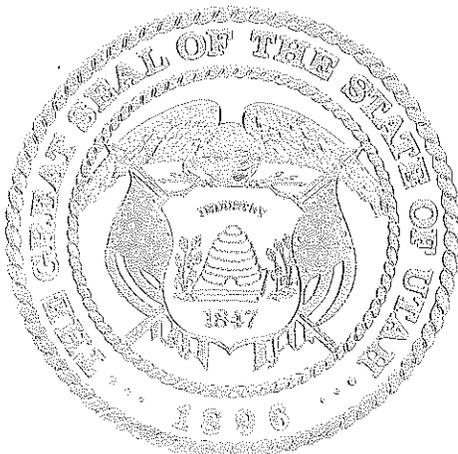


OFFICE OF THE LIEUTENANT GOVERNOR

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 CEDAR CITY, dated August 13<sup>th</sup>, 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 CEDAR 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 21<sup>st</sup> day of August, 2008 at Salt Lake City, Utah.



GARY R. HERBERT  
Lieutenant Governor



# CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720  
435-586-2950 • FAX: 435-586-4362  
www.cedarcity.org

Mayor  
Gerald R. Sherratt

Council Members  
Nina R. Barnes  
Dale Brinkerhoff  
Jolene W. Goff  
Georgia Beth Thompson  
Steve Wood

City Manager  
Ronald F. Chandler

August 13, 2008

The Honorable Gary R. Herbert  
Lt. Governor of the State of Utah  
210 State Capital  
Salt Lake City, Utah 84114

RE: Annexation of Additional Lands into Cedar City (Tippets Annexation)

Dear Lt. Governor Herbert:

This letter is sent pursuant to the provisions of Title 10, Chapter 2, Section 425 (1)(a)(iii)(b), Utah Code Annotated, 1953 as amended. Enclosed herewith you will find a final signed copy of an Ordinance Annexing addition lands into the corporate boundaries of Cedar City.

By sending this communication to you we are asking that you issue a Certificate of Annexation and send a copy of said certificate to the Cedar City Council, State Tax Commission, State Auditor, and the Iron County Assessor and Recorder. This notification will be pursuant to Title 10, Chapter 2, Section 245 (1)(b), Utah Code Annotated, 1953 as amended.

If there is additional information you require before sending out the notification, please let me know. For your knowledge we have filed a copy of the Ordinance and a copy of the Plat Map with the Iron County Recorder. Thank you for cooperation.

## Received

AUG 19 2008

**Gary R. Herbert**  
**Lieutenant Governor**

PAB/nh

Sincerely,

PAUL A. BITTMENN  
Cedar City Attorney

encl.

**CEDAR CITY CORPORATION**  
**ORDINANCE NO. 0611-08**  
(Tippetts Annexation)

**AN ORDINANCE CONDITIONALLY ANNEXING  
APPROXIMATELY 493.70 ACRES OF LAND  
LOCATED IN THE VICINITY OF 2400 NORTH AND THE LUND HIGHWAY.**

**WHEREAS**, During December, 2005, petitions were filed requesting annexation of approximately 493.70 acres of land; and

**WHEREAS**, The petitions have been accepted by the Council, certified by staff, public notice of the protest period has been published, and a public hearing has been properly noticed and conducted; and

**WHEREAS**, The owners of the property have encountered some difficulty producing the water necessary for annexation pursuant to City Ordinance ; and

**WHEREAS**, In order to annex the property water certificates from Coal Creek Irrigation Company and others must be provided, and the irrigation companies have indicated that they will not produce the necessary water certificates until the annexation is complete; and

**WHEREAS**, The City Council having reviewed the annexation and finding that it is in the best interests of Cedar City to condition the annexation of the entire property and instructing staff not to sign the annexation plat and not to record the annexation plat and ordinance until all water deeds have been recorded, all change applications have been approved by the State Engineer, and all water stock certificates have been transferred to the City.

**BE IT HEREBY ORDAINED** by the Cedar City Council of Cedar City, Utah, that the property, located in Iron County, State of Utah, and more particularly described in exhibit "A" which is attached hereto and incorporated herein by this reference, is hereby annexed into the municipal boundary of Cedar City, Utah, said annexation is contingent on proof that all water deeds have been recorded, all change applications have been approved by the State Engineer, and all water stock certificates have been delivered to the City.

Passed and approved by the City Council of Cedar City, Utah, on the 13<sup>th</sup> day of August, 2008.

**EFFECTIVE DATE:** This Ordinance, shall be published once it is passed by the City Council. However, it will not become effective until staff has verified that all water deeds have been recorded, all change applications have been approved by the State Engineer, and all water stock certificates have been delivered to the City. Once the foregoing water transfers have taken place, this annexation ordinance is effective, the annexation ordinance will be recorded with the Iron County Recorder's office contemporaneously with Plat map.

DATED this 13<sup>R</sup> day of August, 2008.

[CORPORATE SEAL]  
ATTEST:



Gerald R. Sherratt  
GERALD R. SHERRATT, MAYOR

Renon Savage  
RENON SAVAGE, CITY RECORDER

# **ANNEXATION DESCRIPTION**

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE MERIDIAN; THENCE  $N00^{\circ}01'00''E$ , ALONG THE SECTION LINE 1,333.21 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE  $S89^{\circ}29'35''E$ , ALONG THE 1/16TH LINE 1,969.85 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE  $S00^{\circ}02'00''E$ , ALONG THE 1/64TH LINE 1,330.83 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER. SAID POINT ALSO BEING LOCATED ON THE EAST-WEST CENTER SECTION LINE; THENCE  $N89^{\circ}33'45''W$ , ALONG SAID LINE 4.27 FEET; THENCE DEPARTING SAID LINE AND RUNNING  $S39^{\circ}53'34''E$ , 1032.15 FEET TO A POINT LOCATED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE  $N00^{\circ}03'08''W$ , ALONG THE 1/16TH LINE 123.16 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE  $S89^{\circ}37'36''E$ , ALONG THE 1/64TH LINE 1,375.44 FEET TO A POINT LOCATED ON THE EAST LINE OF 2300 WEST STREET. SAID POINT ALSO BEING LOCATED ON THE WEST LINE OF FLYING "L" SUBDIVISION; THENCE  $S00^{\circ}09'36''W$  ALONG SAID LINE 1158.62 FEET; THENCE CONTINUING ALONG SAID LINE  $S00^{\circ}17'55''E$  1346.73 FEET TO THE SOUTHWEST CORNER OF THE FLYING "L" SUBDIVISION PHASE 3; THENCE  $N89^{\circ}18'47''E$ , ALONG THE SOUTH LINE OF SAID SUBDIVISION 617.81 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE  $N00^{\circ}05'55''W$ , ALONG THE EAST LINE OF SAID SUBDIVISION 509.42 FEET TO A POINT LOCATED ON THE NORTH LINE OF SAID SECTION 33; THENCE  $S89^{\circ}49'05''E$ , ALONG SAID LINE 643.47 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33. THENCE  $N89^{\circ}57'35''E$ , ALONG THE NORTH LINE OF SECTION 34, OF SAID TOWNSHIP AND RANGE, 595.74 FEET. SAID POINT ALSO BEING LOCATED ON THE EXISTING CEDAR CITY LIMITS; THENCE ALONG THE EXISTING CITY LIMITS THE FOLLOWING FOUR COURSES:  $S00^{\circ}03'36''E$ , 217.42 FEET; THENCE  $S20^{\circ}58'15''W$ , 1,729.61 FEET; THENCE  $S30^{\circ}02'55''W$ , 978.48 FEET TO A POINT LOCATED ON THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE  $N89^{\circ}37'57''W$ , 842.48 FEET TO A POINT LOCATED ON THE WEST LINE OF 2300 WEST STREET; THENCE  $N00^{\circ}01'09''W$ , ALONG SAID LINE 1,288.96 FEET TO A POINT LOCATED ON THE SOUTH LINE OF AN EXISTING COUNTY ROAD; THENCE  $N89^{\circ}43'31''W$ , ALONG SAID LINE 1,332.95 FEET TO A POINT LOCATED ON THE WEST LINE OF SAID COUNTY ROAD; THENCE  $N00^{\circ}02'44''E$ , ALONG SAID LINE 1,336.80 FEET TO A POINT LOCATED ON THE SOUTH LINE OF 2400 NORTH STREET; THENCE  $N89^{\circ}49'05''W$ , ALONG SAID LINE 2,587.86 FEET TO A POINT LOCATED ON THE WEST LINE OF SECTION 33; THENCE CONTINUING ALONG SAID STREET LINE  $N89^{\circ}36'41''W$ , 1,380.34 FEET TO A POINT LOCATED ON THE WEST LINE OF 3100 WEST STREET (LUND HIGHWAY); THENCE  $N00^{\circ}13'01''E$ , ALONG SAID LINE 2,717.31 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE  $S89^{\circ}34'45''E$ , ALONG SAID LINE 1,377.57 FEET TO THE POINT OF BEGINNING. CONTAINING 493.70 ACRES.

Exhibit "A"



STATE OF UTAH

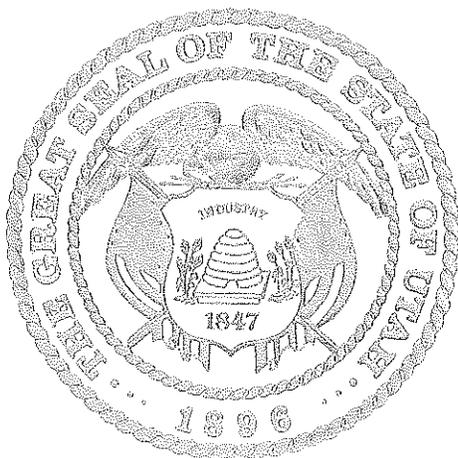


OFFICE OF THE LIEUTENANT GOVERNOR

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 CEDAR CITY, dated March 17<sup>th</sup>, 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 CEDAR 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 26<sup>th</sup> day of March, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor



# CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720  
435-586-2950 • FAX: 435-586-4362

[www.cedarcity.org](http://www.cedarcity.org)

Mayor  
Gerald R. Sherratt

Council Members  
Nina R. Barnes  
Dale Brinkerhoff  
Jolene W. Goff  
Georgia Beth Thompson  
Steve Wood

City Manager  
Ronald F. Chandler

March 18, 2008

The Honorable Gary R. Herbert  
Lt. Governor of the State of Utah  
210 State Capital  
Salt Lake City, Utah 84114

RE: Annexation of Additional Lands into Cedar City (Levine Annexation)

Dear Lt. Governor Herbert:

This letter is sent pursuant to the provisions of Title 10, Chapter 2, Section 425 (1)(a)(iii)(b), Utah Code Annotated, 1953 as amended. Enclosed herewith you will find a final signed copy of an Ordinance Annexing addition lands into the corporate boundaries of Cedar City.

By sending this communication to you we are asking that you issue a Certificate of Annexation and send a copy of said certificate to the Cedar City Council, State Tax Commission, State Auditor, and the Iron County Assessor and Recorder. This notification will be pursuant to Title 10, Chapter 2, Section 245 (1)(b), Utah Code Annotated, 1953 as amended.

If there is additional information you require before sending out the notification, please let me know. For your knowledge we have filed a copy of the Ordinance and a copy of the Plat Map with the Iron County Recorder. Thank you for cooperation.

Sincerely,

PAUL A. BITTMENN  
Cedar City Attorney

**Received**

MAR 24 2008

Gary R. Herbert  
Lieutenant Governor

PAB/nh

encl.

**CEDAR CITY CORPORATION**  
**ORDINANCE NO. 0312-08-2**  
(Levine Annexation)

**AN ORDINANCE ANNEXING 42.08 ACRES OF PROPERTY IN THE  
VICINITY OF 2100 WEST AND 3000 NORTH INTO THE  
MUNICIPAL BOUNDARIES OF CEDAR CITY CORPORATION**

**WHEREAS**, a petition signed in accordance with State law for the property described below has been received by Cedar City; and

**WHEREAS**, the petition has been accepted by the Cedar City Council and Certified by city Staff, and all legal requirements of the State of Utah have been met; and

**WHEREAS**, it has taken the property owners an extended period of time to comply with the City's water acquisition ordinance. The required water rights are being held by a title company and title to the water will be transferred to the City once the annexation ordinance is passed; and

**WHEREAS**, Cedar City is desirous of allowing the annexation of the below described property into the corporate boundaries of Cedar City.

**BE IT HEREBY ORDAINED** by the Cedar City Council of Cedar City, Utah, that the property, located in Iron County, State of Utah, and more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, T35S, R11W, SLM; RUNNING THENCE N89°53'04"E ALONG THE SECTION LINE 1339.84 FEET TO THE 1/16 CORNER; THENCE S00°08'37"E 1373.34 FEET ALONG THE 1/16 SECTION LINE; THENCE S89°55'22"W ALONG THE SOUTH R/W LINE OF 3000 NORTH 744.56 FEET; THENCE N02°19'48"E 20.55 FEET; THENCE S89°55'22"W 290.42 FEET; THENCE S06°25'08"W 20.66 FEET; THENCE S89°55'22"W ALONG SAID SOUTH R/W OF 3000 NORTH, 302.55 FEET; THENCE N00°10'43"W ALONG THE SECTION LINE 1372.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 42.08 ACRES.

is hereby annexed into the municipal boundary of Cedar City, Utah.

Passed and approved by the City Council of Cedar City, Utah, on the 12<sup>th</sup> day of March,  
2008.

**EFFECTIVE DATE:** This Ordinance, shall become effective immediately upon publication as required by law and as set forth on the attached Certificate of Passage.

DATED this 17<sup>th</sup> day of March, 2008.



[CORPORATE SEAL]  
ATTEST:

  
GERALD R. SHERRATT, MAYOR

  
RENON SAVAGE, CITY RECORDER



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 CEDAR CITY, dated March 17<sup>th</sup>, 2008, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

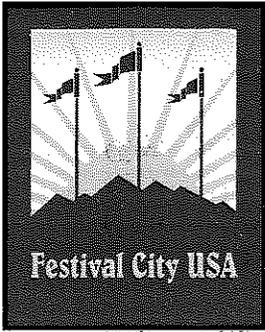
NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to CEDAR CITY, located in Iron County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 26<sup>th</sup> day of March, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor



# CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720  
435-586-2950 • FAX: 435-586-4362

[www.cedarcity.org](http://www.cedarcity.org)

Mayor  
Gerald R. Sherratt

Council Members  
Nina R. Barnes  
Dale Brinkerhoff  
Jolene W. Goff  
Georgia Beth Thompson  
Steve Wood  
City Manager  
Ronald F. Chandler

March 18, 2008

The Honorable Gary R. Herbert  
Lt. Governor of the State of Utah  
210 State Capital  
Salt Lake City, Utah 84114

RE: Annexation of Additional Lands into Cedar City (North Cottonwood Annexation)

Dear Lt. Governor Herbert:

This letter is sent pursuant to the provisions of Title 10, Chapter 2, Section 425 (1)(a)(iii)(b), Utah Code Annotated, 1953 as amended. Enclosed herewith you will find a final signed copy of an Ordinance Annexing addition lands into the corporate boundaries of Cedar City.

By sending this communication to you we are asking that you issue a Certificate of Annexation and send a copy of said certificate to the Cedar City Council, State Tax Commission, State Auditor, and the Iron County Assessor and Recorder. This notification will be pursuant to Title 10, Chapter 2, Section 245 (1)(b), Utah Code Annotated, 1953 as amended.

If there is additional information you require before sending out the notification, please let me know. For your knowledge we have filed a copy of the Ordinance and a copy of the Plat Map with the Iron County Recorder. Thank you for cooperation.

Sincerely,

  
PAUL A. BITTMENN  
Cedar City Attorney

PAB/nh

encl.

Administration  
586-2953

Building and Zoning  
865-4519

Economic Development  
586-2770

City Engineer  
586-2963

Parks & Recreation  
865-9223

Public Works  
586-2912

**CEDAR CITY CORPORATION**  
**ORDINANCE NO. 0312-08-3**  
(North Cottonwood Annexation)

**AN ORDINANCE ANNEXING 31.74 ACRES OF PROPERTY IN THE  
VICINITY OF 3000 NORTH AND BULLDOG ROAD INTO THE  
MUNICIPAL BOUNDARIES OF CEDAR CITY CORPORATION**

**WHEREAS**, In May of 2006, a petition was filed to annex approximately 139.53 acres of land; and

**WHEREAS**, The entire petition has been accepted by the Council and certified by staff; and

**WHEREAS**, Once the petition was considered for final approval approximately forty (40) acres of the original petition did not want to annex and the petition was bifurcated; and

**WHEREAS**, The south half of the petition was annexed into the City in February, 2007, and the north half had to wait until the Levine annexation was complete; and

**WHEREAS**, The Levine annexation is now complete and the City is wants to complete the Cottonwood annexation by annexing the north portion.

**BE IT HEREBY ORDAINED** by the Cedar City Council of Cedar City, Utah, that the property, located in Iron County, State of Utah, and more particularly described as follows:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEGINNING THE NORTHEASTERLY CORNER OF THE THAT PROPERTY RECORDED AS ENTRY NO. 138302, BOOK 406, PAGE 638, IN THE OFFICIAL RECORDS OF THE IRON COUNTY RECORDERS OFFICE, IN SAID COUNTY, IN THE STATE OF UTAH; AND RUNNING THENCE ALONG THE CENTER SECTION LINE OF SAID SECTION 27 SOUTH 00°06'33" EAST 1374.25 FEET; THENCE SOUTH 89°55'22" WEST 675.26 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 3000 NORTH STREET; THENCE NORTH 00°05'29" EAST 704.47 FEET; THENCE SOUTH 89°49'56" WEST 629.61 FEET TO THE BRENT F. HUNTER PROPERTY RECORDED AS ENTRY NO. 138047 IN BOOK 614, PAGE 276, IN THE OFFICIAL RECORDS OF THE IRON COUNTY RECORDERS OFFICE, IN SAID COUNTY, IN THE STATE OF UTAH; THENCE ALONG SAID PROPERTY FOR THE FOLLOWING TWO (2) COURSES: NORTH 00°00'19" EAST 32.89 FEET; THENCE NORTH 89°59'41" WEST 37.12 FEET TO THE WEST 1/16TH LINE OF SAID

SECTION 27; THENCE ALONG SAID WEST 1/16TH SECTION LINE NORTH 0°08'37" WEST 636.93 FEET TO THE NORTH SECTION LINE OF SAID SECTION 27; THENCE ALONG SAID NORTH SECTION LINE NORTH 89°53'04" EAST 1339.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.47 ACRES OF LAND.

is hereby annexed into the municipal boundary of Cedar City, Utah.

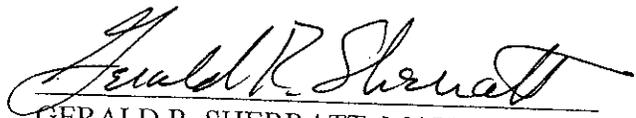
Passed and approved by the City Council of Cedar City, Utah, on the 12<sup>th</sup> day of March, 2008.

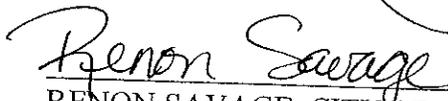
**EFFECTIVE DATE:** This Ordinance, shall become effective immediately upon publication as required by law and as set forth on the attached Certificate of Passage.

DATED this 17<sup>th</sup> day of March, 2008

[CORPORATE SEAL]  
ATTEST:



  
GERALD R. SHERRATT, MAYOR

  
RENON SAVAGE, CITY RECORDER



STATE OF UTAH

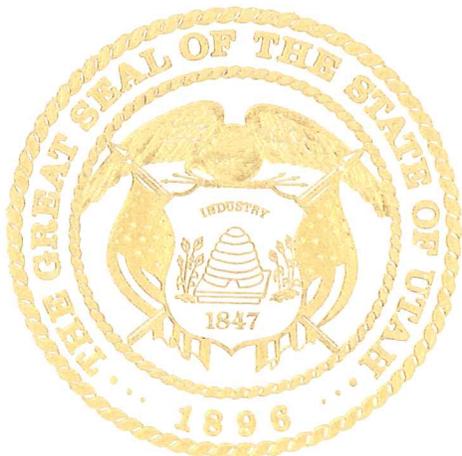


OFFICE OF THE LIEUTENANT GOVERNOR

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 ENOCH CITY, dated July 2<sup>nd</sup>, 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 ENOCH 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 18<sup>th</sup> day of September, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

24  
20

**ENOCH CITY CORPORATION  
ORDINANCE NO. 2008-07-02**

**AN ORDINANCE ANNEXING APPROXIMATELY 2.484 ACRES OF PROPERTY  
OWNED BY WORTH AND GLENDA GRIMSHAW INTO THE CORPORATE  
BOUNDARIES OF ENOCH CITY**

**WHEREAS,** Worth and Glenda Grimshaw filed a petition to annex approximately 2.484 acres of property into the corporate boundaries of Enoch City; and

**WHEREAS,** the Enoch City Council accepted the petition for further consideration, and

**WHEREAS,** the City Recorder determined the petition met the requirements for annexation of the Utah Code Annotated and certified the petition; and

**WHEREAS,** notice of the petition was published once a week for three successive weeks in the "Cedar City Daily News" a newspaper of general circulation within the area proposed for annexation, with the notice including the necessary items required, including a statement of how and where a protest could be filed; and

**WHEREAS,** no timely protest was filed; and

**WHEREAS,** the Enoch City Council held a public hearing concerning the annexation petition during a regular city council meeting held on July 2, 2008, after notice of the hearing was published in the "Cedar City Daily News" at least seven days before the hearing;

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and City Council of Enoch, Utah that approximately 2.484 acres of property, as shown and described on the attached Annexation Map prepared by Bulloch Brothers Engineering Inc., be annexed into the Enoch City boundaries, and will be zoned Rural Residential 2 (R-R-2).

**BE IT FURTHER ORDAINED,** that an Annexation Agreement be prepared and executed by the City and the petitioners evidencing the agreement by the petitioners of the annexed property; This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 2nd day of July 2008. It shall take effect immediately upon signing by the Mayor and City Recorder.

**DATED this 2nd day of July 2008**

**ENOCH CITY CORPORATION**

**VOTING:**

  
\_\_\_\_\_  
Robert A. Rasmussen, Mayor

Steven Clarke	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Robert Dotson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Celesta Lyman	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Justin Gray	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brent Taylor	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

Received

**00575878**

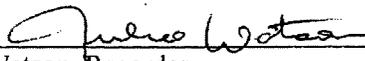
B: 1141 P: 683 Fee \$0.00  
Patsy Cutler, Iron County Recorder  
07/22/2008 08:56:39 AM By ENOCH CITY CORPORATION Page 1 of 4



AUG 11 2008

Gary R. Herbert  
Lieutenant Governor  
May Sent 8/12/08

ATTEST:

  
Julie Watson, Recorder

SEAL:



**00575878**

B: 1141 P: 684 Fee \$0.00 Page 2 of 4  
Patsy Cutler, Iron County Recorder  
07/22/2008 08:56:39 AM By ENOCH CITY CORPORATION





EXHIBIT 'A'

**ANNEXATION DESCRIPTION (2.484 ACRES)**

BEGINNING N89°45'10"W, 120.00 FEET & S00°08'43"W, 180.00 FEET FROM THE NORTHEAST CORNER OF SECTION 12, T35S, R11W, S1M; THENCE S89°51'17"E, 360.74 FEET; THENCE S00°08'43"W, 300.00 FEET; THENCE N89°51'17"W, 360.74 FEET ALONG THE SECTION LINE; THENCE N00°08'43"E, 300.00 FEET TO THE POINT OF BEGINNING.

D-169-1-2

D-169-1-1

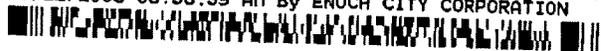
00575878

B: 1141 P: 686 Fee \$0.00

Patsy Cutler, Iron County Recorder

07/22/2008 08:58:39 AM By ENOCH CITY CORPORATION

Page 4 of 4



D-169-1-2  
D-169-1-1

## ANNEXATION ADDITION PLAT

**Date of Plat:** July 16, 2008

**00575879**

B: 1141 P: 687 Fee \$0.00

Patsy Cutler, Iron County Recorder Page 1 of 1

07/22/2008 08:56:39 AM By ENOCH CITY CORPORATION

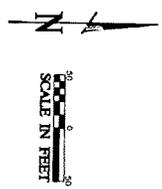


**Owners:** Worth & Glenda Grimshaw

**To:** Enoch City Corporation

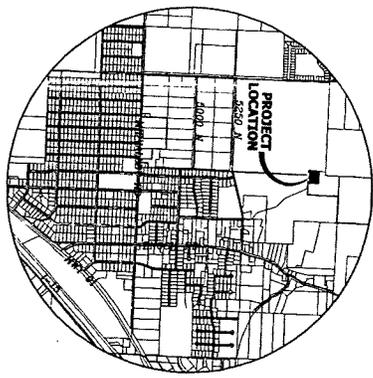
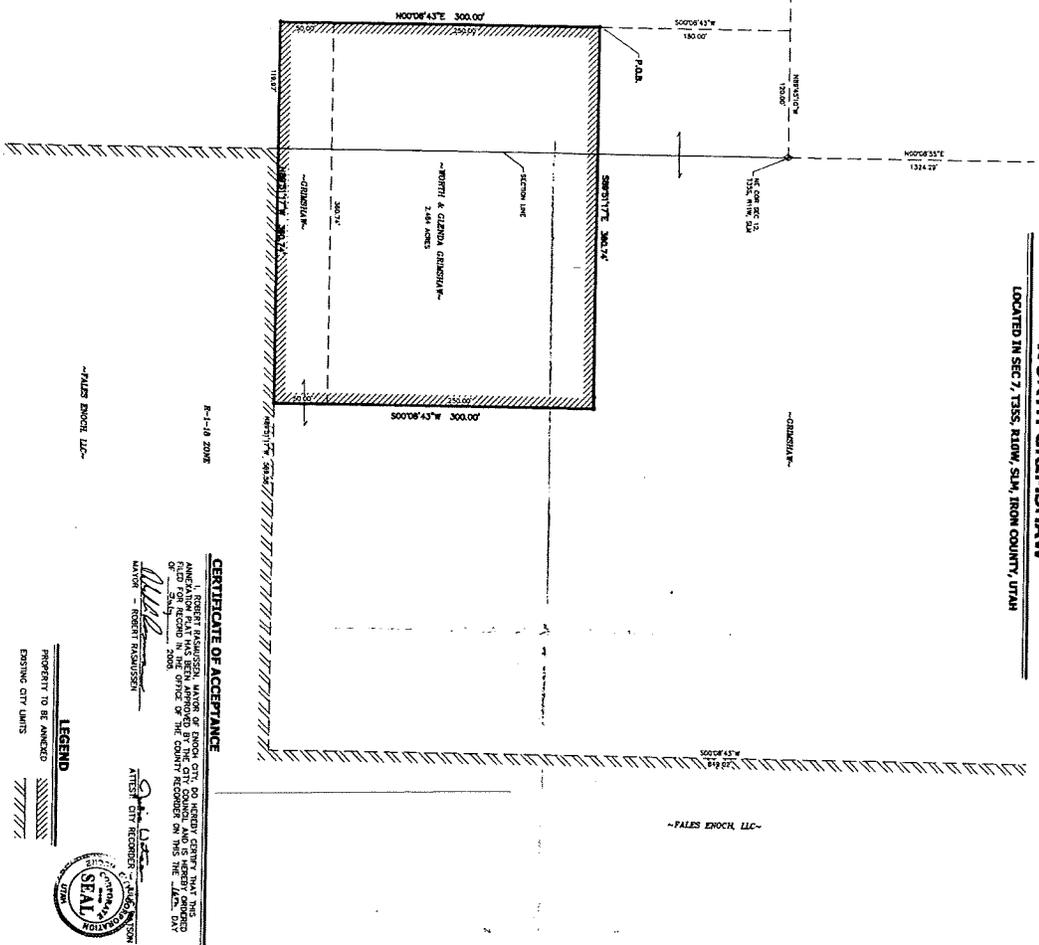
**Name of Annexation:** Worth Grimshaw Annexation

**Description of Annexed Property:** Sec 12, T35S, R11W



**ANNEXATION MAP  
FOR  
WORTH GRIMSHAW**

LOCATED IN SEC 7, T35S, R10W, S1M, IRON COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**

I, SURVEYOR, HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE IRON COUNTY ENGINEER'S OFFICE AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON.

DATE: 7/16/18

**ANNEXATION DESCRIPTION (2.484 ACRES)**

SECTION 7, T35S, R10W, S1M, IRON COUNTY, UTAH. THE NORTHWEST CORNER OF SECTION 7, T35S, R10W, S1M, IRON COUNTY, UTAH, IS 300.00 FEET NORTH AND 180.00 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 1, T35S, R10W, S1M, IRON COUNTY, UTAH. THE SECTION LINE BETWEEN SECTIONS 7 AND 8, T35S, R10W, S1M, IRON COUNTY, UTAH, IS 300.00 FEET LONG. THE SECTION LINE BETWEEN SECTIONS 7 AND 8, T35S, R10W, S1M, IRON COUNTY, UTAH, IS 300.00 FEET LONG. THE SECTION LINE BETWEEN SECTIONS 7 AND 8, T35S, R10W, S1M, IRON COUNTY, UTAH, IS 300.00 FEET LONG.

**NARRATIVE**

THE ANNEXATION MAP WAS REQUESTED BY WORTH GRIMSHAW FOR THE PURPOSE OF COMPENSATING THE SURVEYOR FOR HIS SERVICES IN THE PREPARATION OF THIS ANNEXATION MAP. THE ANNEXATION MAP WAS PREPARED BY BULLOCH BROTHERS ENGINEERING INC. AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SURVEYOR'S AGREEMENT. THE ANNEXATION MAP IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SURVEYOR'S AGREEMENT. THE ANNEXATION MAP IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SURVEYOR'S AGREEMENT.

**CITY ATTORNEY'S APPROVAL**

I, DANIEL R. HANSEN, CITY ATTORNEY FOR IRON COUNTY, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE ANNEXATION MAP AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON.

**CERTIFICATE OF RECORDING**

I, DANIEL R. HANSEN, CITY ATTORNEY FOR IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED FOR RECORD IN MY OFFICE ON THIS 23RD DAY OF JULY, 2018, AT 10:00 AM. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON.

**CERTIFICATE OF ACCEPTANCE**

ANNEXATION MAP FOR WORTH GRIMSHAW, IRON COUNTY, UTAH. I, DANIEL R. HANSEN, CITY ATTORNEY FOR IRON COUNTY, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED FOR RECORD IN MY OFFICE ON THIS 23RD DAY OF JULY, 2018, AT 10:00 AM. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON. I HAVE NOT BEEN ADVISED OF ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS AFFECTING THE PROPERTY DESCRIBED HEREON.

**LEGEND**

PROPERTY TO BE ANNEXED: [Hatched pattern]

EXISTING CITY LIMITS: [Dashed line]



PALES BROCK LLC

PROJECT NO 18-027	SCALE 1" = 50'	<b>ANNEXATION MAP FOR WORTH GRIMSHAW</b>		<b>BULLOCH BROTHERS ENGINEERING INC.</b> CIVIL ENGINEERS-LAND SURVEYORS-LAND PLANNERS WWW.BULLOCHBROTHERS.COM	REVISIONS			
DATE 7/15/18	DRAWN BY MD	415 N. MAIN, SUITE 102, CEDAR CITY, UTAH 84721 LOCATED IN SEC 7, T35S, R10W, S1M, IRON COUNTY, UTAH			NO.	DESCRIPTION	DATE	BY
SHEET NO. 1 OF 1	CHECKED BY	3100 W. FREDERICK RD. SUITE 1000 PARK CITY, UT 84095 (435) 594-9932		750 WEST FRONTIER BLVD. MESAQUITE, NEVADA 89027 (702) 544-5100				

STATE OF UTAH

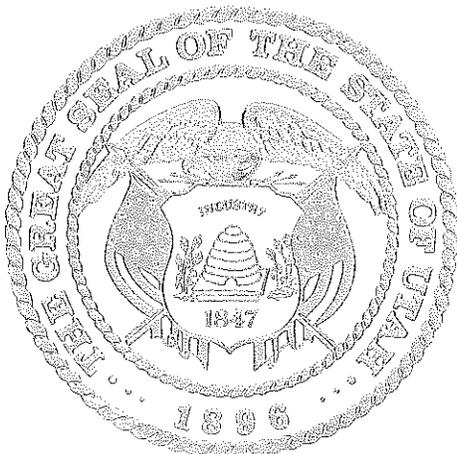


OFFICE OF THE LIEUTENANT GOVERNOR

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 ENOCH CITY, dated January 16<sup>th</sup>, 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 ENOCH 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 3<sup>rd</sup> day of March, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

map sent  
2-27-08

Received<sup>6</sup>

FEB 27 2008

Gary R. Herbert  
Lieutenant Governor

## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into as of this 16<sup>th</sup> day of January, 2008, by and between Enoch City, a Utah municipal corporation ("City"), whose address is 900 East Midvalley Road, Enoch, Utah 84720 and Richard W. and Jacklyn Marie Long (applicant), whose address is P.O. Box 56, Summit, Utah 84772.

### RECITALS

WHEREAS, Applicant has requested that the City annex property owned by the Applicant and described on Exhibit A hereto, to the City (Annexation Property); and

WHEREAS, as consideration for the City's approval of the Applicant's annexation petition, the Applicant has agreed to install certain improvements and in relation to the Applicant's and annexation property.

### 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. **Applicant Improvements.** Unless otherwise waived by the City in writing, the Applicant agrees to extend and install such utilities, roads, curb, gutter, storm drainage, easements and infrastructure as may be necessary to service the Annexation Property at the sole cost of the Applicant.
3. **Conveyance of Water Rights.** Applicant agrees to convey to the City any and all water rights as may be required by ordinance or resolution before approval of applicable development of the annexation property. The Applicant further grants to the City a first right of refusal to purchase any water rights owned by the Applicant which are not to be used in connection with the development of the Annexation Property. Prior to any sale, attempted sale, advertisement for sale, transfer or attempted transfer of such water rights, the Applicant shall first advise the City, in writing, of the availability of such water rights and the City shall have the right to purchase such water rights at the then fair market value of such water rights, as agreed by the City and the Applicant. The City shall, within thirty (30) days of receipt of the Applicant's written notice, advise the Applicant in writing of the City's desire to purchase the water rights. The parties specifically acknowledge and agree that the City's right to purchase the water rights shall in no way relieve the Applicant from complying with any City requirements regarding the transfer of culinary water to the City or the payment to the City of impact or other fees with respect to water or water service to the Annexation Property based upon development or subdivision of the Annexation Property or

00567393

Agreement B: 1121 P: 749 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 6  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



otherwise. These rights will be deeded by way of a Water Right Deed. The water rights shall be conveyed to the City free and clear of any liens, claims or encumbrances and the Applicant warrants the same against any such claims, liens or encumbrances of any kind. The Applicant shall cooperate with the City and shall execute such documents as may be necessary to effectuate the conveyances contemplated by this Section 3.

4. **Exactions/Donations/Fees.** Applicant agrees to provide to the City use of one billboard sign located on the owners property for any advertising approved or requested by the City at no cost to the City. The City acknowledges that they will only be granted use of the sign when the owners do not have any other renters available. The City or their approved requestor will pay for all costs associated with the banner to include design, manufacture, placement on the billboard and take down of the banner to be placed on the billboard. The City will have this right for ten (10) years from time of annexation approval.

5. **Streets.** Applicant agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation 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 development of the Annexation 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 Annexation Property.

6. **Easements.** Applicant agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation Property shall not be denied access, but rather shall have access for utility and drainage easements.

6. **No Waiver of Other Requirements.** Nothing in this Agreement shall be deemed a waiver of any requirement, approval, fee, exaction, or other matter whatsoever, which the Applicant may be required to undertake or pay in relation to development of the Annexation Property.

7. **Indemnity.** Applicant 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 to maintain the improvements or utilities required to be installed by Applicant in accordance with this Agreement.

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

**00567393**



improvements and utilities required by this Agreement.

8. **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) Applicant'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 annexed property held in the Applicant's name or for its benefit; (3) any of the annexed property held in the Applicant's name or for its benefit being conveyed in lieu of foreclosure; (4) Applicant's failure to otherwise abide by the terms of this Agreement.

9. **No Building Permits or Occupancy Allowed.** It is agreed that no building permit or certificate of occupancy for any buildings or structures located or to be located on the Annexation Property will be sought by the Applicant nor issued by the City until the improvements and donations required by this Agreement are completed as required herein. Applicant acknowledges its obligation to advise purchasers and prospective purchasers of any portion of the Annexation Property that no building permit or certificate of occupancy will be issued until all such improvements and donations are completed

10. **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.

11. **Successors and Assigns.** Whenever the term Applicant is used herein, it shall also refer to Applicant's successors and/or assigns and shall be binding upon all such successors or assigns.

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

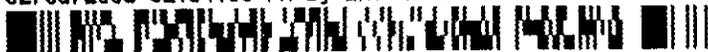
13. **Complete Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter herein.

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

15. **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.

16. **Recording.** The parties agree that the covenants and obligations contained in

**00567393**



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 Annexation Property to the same extent as applicable to the Applicant.

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

18. **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 16<sup>th</sup> day of January 2008.

APPLICANT:

By: Richard W Long

Richard W. Long  
Owner

CITY:

By: Robert A. Rasmussen

Robert A. Rasmussen  
Mayor

By: Jacklyn Marie Long

Jacklyn Marie Long  
Owner



Julie Watson  
Julie Watson  
City Recorder

STATE OF UTAH  
COUNTY OF IRON

On this 16 day of January, 2008, personally appeared before me Richard W.

**00567393**

Agreement B: 1121 P: 752 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 6  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION

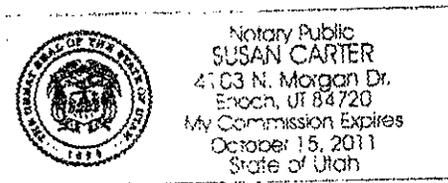


Long who duly acknowledged to me that he is the owner and he signed the foregoing document in such capacity as the owner of the property as described in Exhibit A.

Notary Public

STATE OF UTAH  
COUNTY OF IRON

On this 16 day of January, 2008, personally appeared before me Jacklyn Marie Long who duly acknowledged to me that she is the owner and she signed the foregoing document in such capacity as the owner of the property as described in Exhibit A.

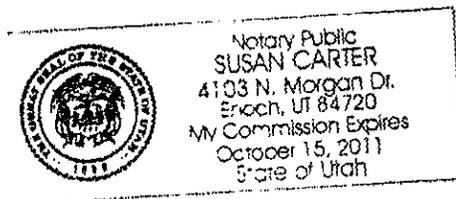


Notary Public

*Susan Carter*

STATE OF UTAH  
COUNTY OF IRON

On this 16 day of January, 2008, personally appeared before me Robert A. Rasmussen, who duly acknowledged to me that he is the Mayor of Enoch City, Utah, and that he signed the foregoing document in such capacity by authority of a vote of the City Council of Enoch City.



Notary Public

*Susan Carter*

**00567393**

Agreement B: 1121 P: 753 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 5 of 6  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



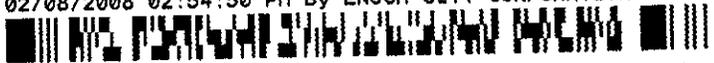
Exhibit "A"

### RICK LONG ADDITION DESCRIPTION

BEGINNING AT A POINT N 89°43'47" W ALONG THE SECTION LINE 860.26 FEET FROM THE SOUTH ¼ CORNER OF SECTION 8, T35S, R10W, SLB & M AND RUNNING THENCE S 00°10'50" E PARALLEL TO THE CENTER ¼ SECTION LINE 837.57 FEET; THENCE N 89°43'47" W 1545.30 FEET TO THE EASTERLY R.O.W. LINE OF A 50 FOOT WIDE FRONTAGE ROAD AND THE EXISTING ENOCH CITY LIMITS LINE AS PER THE ROGER HILEMAN ADDITION; THENCE NORTHEASTERLY ALONG SAID R.O.W. & CITY LIMITS LINE 1301.30 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT (CHORD BEARS N 50°12'25" E 1301.27 FEET) THROUGH A CENTRAL ANGLE OF 01°18'16" AND RADIUS OF 57,157.78 FEET TO THE NORTH LINE OF SECTION 17, THENCE S 89°43'47" E ALONG SAID LINE 542.81 FEET TO THE POINT OF BEGINNING AND CONTAINS 20.148 ACRES.

**00567393**

Agreement B: 1121 P: 754 Fee \$0.00 Page 6 of 6  
Patsy Cutler, Iron County Recorder  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



**ENOCH CITY CORPORATION**

**ORDINANCE NO. 2008-01-16**

**AN ORDINANCE ANNEXING APPROXIMATELY 20.148 ACRES OF PROPERTY OWNED BY RICHARD LONG AND JACKLYN MARIE LONG INTO THE CORPORATE BOUNDARIES OF ENOCH CITY**

**WHEREAS,** Richard Long and Jacklyn Marie Long filed a petition to annex approximately 20.148 acres of property into the corporate boundaries of Enoch City; and

**WHEREAS,** the Enoch City Council accepted the petition for further consideration, and

**WHEREAS,** the City Recorder determined the petition met the requirements for annexation of the Utah Code Annotated and certified the petition; and

**WHEREAS,** notice of the petition was published once a week for three successive weeks in the "Cedar City Daily News" a newspaper of general circulation within the area proposed for annexation, with the notice including the necessary items required, including a statement of how and where a protest could be filed; and

**WHEREAS,** no timely protest was filed; and

**WHEREAS,** the Enoch City Council held a public hearing concerning the annexation petition during a regular city council meeting held on January 16, 2008, after notice of the hearing was published in the "Cedar City Daily News" at least seven days before the hearing;

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and City Council of Enoch, Utah that approximately 20.148 acres of property, as shown and described on the attached Annexation Map prepared by Grimshaw Surveying Inc., be annexed into the Enoch City boundaries, with 20.148 acres owned by Richard Long and Jacklyn Marie Long being zoned R-R-5, except for the 300 foot frontage along I-15 which will be zoned regional commercial.

**BE IT FURTHER ORDAINED,** that an Annexation Agreement be prepared and executed by the City and the petitioners evidencing the agreement by the petitioners of the annexed property;

This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 16th day of January 2008. It shall take effect immediately upon signing by the Mayor and City Recorder.

**00567394**

Annexation Ordinance B: 1121 P: 755 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 4  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



DATED this 16th day of January, 2008

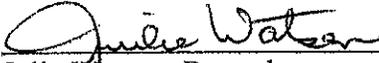
ENOCH CITY CORPORATION

  
Robert A. Rasmussen, Mayor

VOTING:

Steven Clarke	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Robert Dotson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Celesta Lyman	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Justin Gray	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brent Taylor	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:

  
Julie Watson, Recorder

SEAL:



**00567394**

Annexation Ordinance B: 1121 P: 756 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 2 of 4  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION





Exhibit "A"

RICK LONG ADDITION DESCRIPTION

BEGINNING AT A POINT N 89°43'47" W ALONG THE SECTION LINE 660.26 FEET FROM THE SOUTH ¼ CORNER OF SECTION 8, T35S, R10W, SLB & M AND RUNNING THENCE S 00°10'50" E PARALLEL TO THE CENTER ¼ SECTION LINE 837.57 FEET; THENCE N 89°43'47" W 1545.30 FEET TO THE EASTERLY R.O.W. LINE OF A 50 FOOT WIDE FRONTAGE ROAD AND THE EXISTING ENOCH CITY LIMITS LINE AS PER THE ROGER HILEMAN ADDITION; THENCE NORTHEASTERLY ALONG SAID R.O.W. & CITY LIMITS LINE 1301.30 FEET ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT (CHORD BEARS N 50°12'25" E 1301.27 FEET) THROUGH A CENTRAL ANGLE OF 01°18'16" AND RADIUS OF 57,157.78 FEET TO THE NORTH LINE OF SECTION 17, THENCE S 89°43'47" E ALONG SAID LINE 542.81 FEET TO THE POINT OF BEGINNING AND CONTAINS 20.148 ACRES.

**00567394**

Annexation Ordinance B: 1121 P: 758 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 4  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



ANNEXATION ADDITION PLAT

DATE OF PLAT: January 22, 2008

**00567395**

Plats / Survey B: 1121 P: 759 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 1  
02/08/2008 02:54:50 PM By ENOCH CITY CORPORATION



OWNERS: RICK LONG

TO: ENOCH CITY CORPORATION

NAME OF ANNEXATION: RICK LONG ADDITION

DESCRIPTION OF ANNEXED PROPERTY: SEC 8, T35S, R10W, SLM



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 ENOCH CITY, dated March 19<sup>th</sup>, 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 ENOCH 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 6<sup>th</sup> day of May, 2008 at Salt Lake City, Utah.



GARY R. HERBERT  
Lieutenant Governor

00571192

B: 1130 P: 1583 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 6  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into as of this 19<sup>th</sup> day of March, 2008, by and between Enoch City, a Utah municipal corporation ("City"), whose address is 900 East Midvalley Road, Enoch, Utah 84720 and Kenneth E. Shakespear ("Applicant"), whose address is 259 West 200 North, Cedar City, Utah 84720.

### RECITALS

WHEREAS, Applicant has requested that the City annex property owned by the Applicant and described on Exhibit A hereto, to the City (Annexation Property); and

WHEREAS, as consideration for the City's approval of the Applicant's annexation petition, the Applicant has agreed to install certain improvements and in relation to the Applicant's and annexation property.

### 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. **Applicant Improvements.** Unless otherwise waived by the City in writing, the Applicant agrees to extend and install such utilities, roads, curb, gutter, storm drainage, easements and infrastructure as may be necessary to service the Annexation Property at the sole cost of the Applicant.
3. **Conveyance of Water Rights.** Applicant agrees to convey to the City any and all water rights as may be required by ordinance or resolution before approval of applicable development of the annexation property. The Applicant further grants to the City a first right of refusal to purchase any water rights owned by the Applicant which are not to be used in connection with the development of the Annexation Property. Prior to any sale, attempted sale, advertisement for sale, transfer or attempted transfer of such water rights, the Applicant shall first advise the City, in writing, of the availability of such water rights and the City shall have the right to purchase such water rights at the then fair market value of such water rights, as agreed by the City and the Applicant. The City shall, within thirty (30) days of receipt of the Applicant's written notice, advise the Applicant in writing of the City's desire to purchase the water rights. The parties specifically acknowledge and agree that the City's right to purchase the water rights shall in no way relieve the Applicant from complying with any City requirements regarding the transfer of culinary water to the City or the payment to the City of impact or other fees with respect to water or water service to the Annexation Property based upon development or subdivision of the Annexation Property or

Received

MAY 02 2008

Gary R. Herbert  
Lieutenant Governor

otherwise. These rights will be deeded by way of a Water Right Deed. The water rights shall be conveyed to the City free and clear of any liens, claims or encumbrances and the Applicant warrants the same against any such claims, liens or encumbrances of any kind. The Applicant shall cooperate with the City and shall execute such documents as may be necessary to effectuate the conveyances contemplated by this Section 3.

4. **Streets.** Applicant agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation 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 development of the Annexation 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 Annexation Property.

5. **Easements.** Applicant agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation Property shall not be denied access, but rather shall have access for utility and drainage easements.

6. **No Waiver of Other Requirements.** Nothing in this Agreement shall be deemed a waiver of any requirement, approval, fee, exaction, or other matter whatsoever, which the Applicant may be required to undertake or pay in relation to development of the Annexation Property.

7. **Indemnity.** Applicant 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 to maintain the improvements or utilities required to be installed by Applicant in accordance with this Agreement.

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

8. **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) Applicant'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 annexed property held in the Applicant's name or for its benefit; (3) any of the annexed

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B: 1130 P: 1584 Fee \$0.00 Page 2 of 8  
Patsy Cutler, Iron County Recorder  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



property held in the Applicant's name or for its benefit being conveyed in lieu of foreclosure;  
(4) Applicant's failure to otherwise abide by the terms of this Agreement.

9. **No Building Permits or Occupancy Allowed.** It is agreed that no building permit or certificate of occupancy for any buildings or structures located or to be located on the Annexation Property will be sought by the Applicant nor issued by the City until the improvements and donations required by this Agreement are completed as required herein. Applicant acknowledges its obligation to advise purchasers and prospective purchasers of any portion of the Annexation Property that no building permit or certificate of occupancy will be issued until all such improvements and donations are completed

10. **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.

11. **Successors and Assigns.** Whenever the term Applicant is used herein, it shall also refer to Applicant's successors and/or assigns and shall be binding upon all such successors or assigns.

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

13. **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.

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

15. **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.

16. **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 Annexation Property to the same extent as applicable to the Applicant.

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

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B: 1130 P: 1585 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 3 of 6  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



Property.

18. **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 13 day of March, 2008.

APPLICANT:

CITY:

By: Kenneth E. Shespear

By: Robert A. Rasmussen

Kenneth E. Shespear  
Owner

Robert A. Rasmussen  
Mayor

Attest:

By:



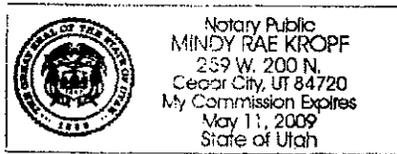
Julie Watson

Julie Watson  
City Recorder

STATE OF UTAH  
COUNTY OF IRON

On this 13 day of March, 2008 personally appeared before me Kenneth E. Shespear who duly acknowledged to me that he is the owner and that he signed the foregoing document in such capacity as owner of the property as described in Exhibit A.

Mindy R. Kropf  
Notary Public



STATE OF UTAH  
COUNTY OF IRON

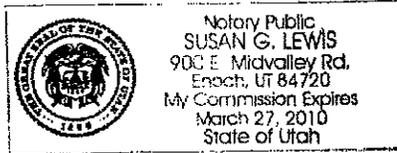
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B: 1130 P: 1586 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 6  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



On this 20<sup>th</sup> day of March 2008, personally appeared before me Robert A. Rasmussen, who duly acknowledged to me that he is the Mayor of Enoch City, Utah, and that he signed the foregoing document in such capacity by authority of a vote of the City Council of Enoch City.

*Susan G. Lewis*  
Notary Public



**00571192**

B: 1130 P: 1587 Fee \$0.00 Page 5 of 6  
Patsy Cutler, Iron County Recorder  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



EXHIBIT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N00°04'00"W ALONG THE SECTION LINE 12.70 FEET AND N56°44'29"E 650.10 FEET FROM THE SW CORNER OF SECTION 8, T35S-R10W S.L.B.&M. SAID POINT BEING THE PC OF A CURVE ON LOT 2, BLOCK 1, VILLAGE GREEN FARMS SUBDIVISION; THENCE ALONG THE FRONTAGE LINE OF LOTS 2-5, BLOCK 1, SAID SUBDIVISION THE FOLLOWING SIX COURSES: (1) CURVE DATA: DELTA=89°43'50", RADIUS=20.00', CHORD BEARING = N11°35'12"E 28.22', THENCE ALONG THE ARC OF SAID CURVE 31.32 FEET TO THE PT; THENCE (2) N33°16'43"W 174.92 FEET TO THE PC OF A CURVE TO THE LEFT, (3) CURVE DATA: DELTA= 15°19'04", RADIUS = 25.00', CHORD BEARING = N40°56'16"W 6.66', THENCE ALONG THE ARC OF SAID CURVE 6.68 FEET TO THE PRC OF A CURVE TO THE RIGHT, (4) CURVE DATA: DELTA= 117°24'15", RADIUS= 70.00', CHORD BEARING = N10°06'20"E 119.63', THENCE ALONG THE ARC OF SAID CURVE 143.44 FEET TO THE PRC OF A CURVE TO THE LEFT, (5) CURVE DATA: DELTA= 12°05'11", RADIUS=25.00', CHORD BEARING = N62°45'52"E 5.26', THENCE ALONG THE ARC OF SAID CURVE 5.27 FEET TO THE PT; (6) THENCE N56°43'17"E 473.51 FEET; THENCE S33°15'55"E 65.58 FEET TO THE NE CORNER OF LOT 2, BLOCK 2, VILLAGE GREEN FARMS SUBDIVISION; THENCE S56°37'28"W 245.69 FEET TO A POINT S56°43'48"W 5.86 FEET FROM THE NW CORNER OF SAID LOT 2; THENCE S33°20'20"E PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 221.98 FEET TO A POINT S56°43'48"W 5.86 FEET FROM THE SE CORNER OF SAID LOT 2; THENCE S56°43'48"W 244.05 FEET; THENCE S56°44'29"W 84.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.41 ACRES.

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B: 1130 P: 1588 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 6 of 6  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



**ENOCH CITY CORPORATION**

**ORDINANCE NO. 2008-03-19-A**

**AN ORDINANCE ANNEXING APPROXIMATELY 2.41 ACRES OF PROPERTY OWNED BY KENNETH E. SHAKESPEAR INTO THE CORPORATE BOUNDARIES OF ENOCH CITY**

**WHEREAS,** Kenneth E. Shakespear filed a petition to annex approximately 2.41 acres of property into the corporate boundaries of Enoch City; and

**WHEREAS,** the Enoch City Council accepted the petition for further consideration, and

**WHEREAS,** the City Recorder determined the petition met the requirements for annexation of the Utah Code Annotated and certified the petition; and

**WHEREAS,** notice of the petition was published once a week for three successive weeks in the "Cedar City Daily News" a newspaper of general circulation within the area proposed for annexation, with the notice including the necessary items required, including a statement of how and where a protest could be filed; and

**WHEREAS,** no timely protest was filed; and

**WHEREAS,** the Enoch City Council held a public hearing concerning the annexation petition during a regular city council meeting held on March 19, 2008, after notice of the hearing was published in the "Cedar City Daily News" at least seven days before the hearing;

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and City Council of Enoch, Utah that approximately 2.41 acres of property, as shown and described on the attached Annexation Map prepared by New Horizon Engineering Inc., be annexed into the Enoch City boundaries, with 2.41 acres owned by Kenneth E. Shakespear being zoned Single Family Residential,R-1-18.

**BE IT FURTHER ORDAINED,** that an Annexation Agreement be prepared and executed by the City and the petitioners evidencing the agreement by the petitioners of the annexed property;

This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 19th day of March 2008. It shall take effect immediately upon signing by the Mayor and City Recorder.

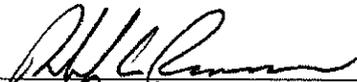
**00571193**

B: 1130 P: 1589 Fee \$0.00 Page 1 of 4  
Patsy Cutler, Iron County Recorder  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



DATED this 16th day of January, 2008

ENOCH CITY CORPORATION

  
Robert A. Rasmussen, Mayor

ATTEST:

  
Julie Watson, Recorder

VOTING:

Steven Clarke	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Robert Dotson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Celesta Lyman	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Justin Gray	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brent Taylor	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

SEAL:



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B: 1130 P: 1590 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 2 of 4  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION





EXHIBIT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT N00°04'00"W ALONG THE SECTION LINE 12.70 FEET AND N56°44'29"E 650.10 FEET FROM THE SW CORNER OF SECTION 8, T35S-R10W S.L.B.&M. SAID POINT BEING THE PC OF A CURVE ON LOT 2, BLOCK 1, VILLAGE GREEN FARMS SUBDIVISION; THENCE ALONG THE FRONTAGE LINE OF LOTS 2-5, BLOCK 1, SAID SUBDIVISION THE FOLLOWING SIX COURSES: (1) CURVE DATA: DELTA=89°43'50", RADIUS=20.00', CHORD BEARING = N11°35'12"E 28.22', THENCE ALONG THE ARC OF SAID CURVE 31.32 FEET TO THE PT; THENCE (2) N33°16'43"W 174.92 FEET TO THE PC OF A CURVE TO THE LEFT, (3) CURVE DATA: DELTA= 15°19'04", RADIUS = 25.00', CHORD BEARING = N40°56'16"W 6.66', THENCE ALONG THE ARC OF SAID CURVE 6.68 FEET TO THE PRC OF A CURVE TO THE RIGHT, (4) CURVE DATA: DELTA= 117°24'15", RADIUS= 70.00', CHORD BEARING = N10°06'20"E 119.63', THENCE ALONG THE ARC OF SAID CURVE 143.44 FEET TO THE PRC OF A CURVE TO THE LEFT, (5) CURVE DATA: DELTA= 12°05'11", RADIUS=25.00', CHORD BEARING = N62°45'52"E 5.26', THENCE ALONG THE ARC OF SAID CURVE 5.27 FEET TO THE PT; (6) THENCE N56°43'17"E 473.51 FEET; THENCE S33°15'55"E 65.58 FEET TO THE NE CORNER OF LOT 2, BLOCK 2, VILLAGE GREEN FARMS SUBDIVISION; THENCE S56°37'28"W 245.69 FEET TO A POINT S56°43'48"W 5.86 FEET FROM THE NW CORNER OF SAID LOT 2; THENCE S33°20'20"E PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 221.98 FEET TO A POINT S56°43'48"W 5.86 FEET FROM THE SE CORNER OF SAID LOT 2; THENCE S56°43'48"W 244.05 FEET; THENCE S56°44'29"W 84.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.41 ACRES.

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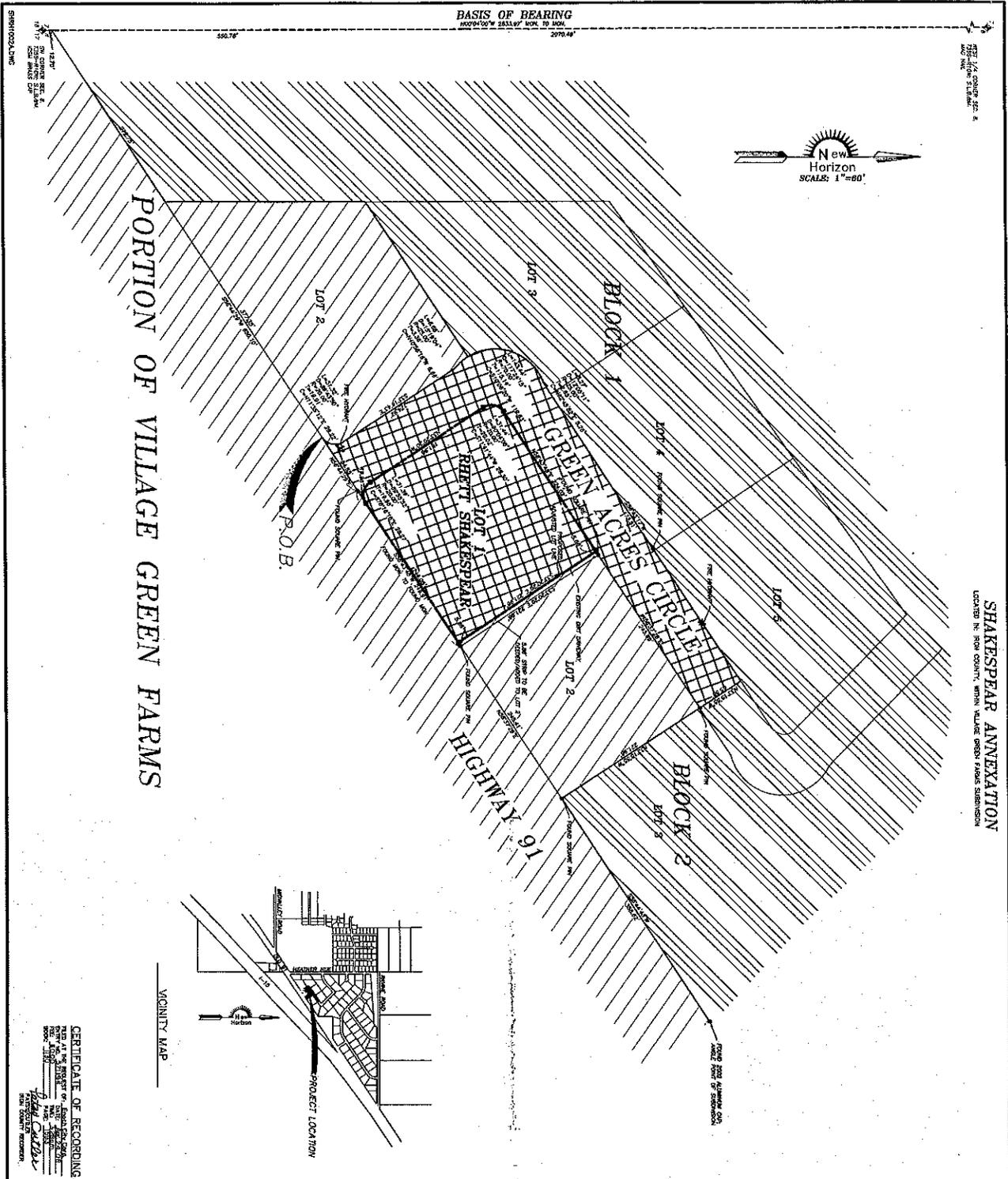
B: 1130 P: 1592 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 4  
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



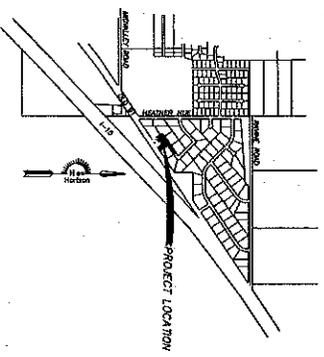
RECORDING OFFICE  
 100 N. MAIN ST.  
 SHELTON, CT 06484



BASIS OF BEARING  
 207° 44' 00" 207° 44' 00" 207° 44' 00"



SHAKESPEAR ANNEXATION  
 LOCATED IN NEW COUNTY, WITHIN VILLAGE GREEN FARMS SUBDIVISION



CERTIFICATE OF RECORDING  
 THIS IS THE PROJECT OF RECORDATION  
 FILE NO. 2007-000000000  
 BOOK 2007-000000000  
 PAGE 1  
 NEW COUNTY RECORDING

SUBRECORD'S CERTIFICATE  
 I, the undersigned, being duly sworn, certify that the foregoing plat is a true and correct copy of the original as recorded in the office of the Town Clerk, Shelton, Connecticut, and that the same is a true and correct representation of the same.  
 DATE: 11/28/2007  
 SHELTON TOWN CLERK

BOUNDARY DESCRIPTION

REQUIREMENT: A PLAT MUST BE SUBMITTED TO THE RECORDING OFFICE WITHIN 90 DAYS OF THE DATE OF RECORDATION. THE RECORDING OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT OR THE INFORMATION CONTAINED THEREIN. THE RECORDING OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT OR THE INFORMATION CONTAINED THEREIN. THE RECORDING OFFICE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT OR THE INFORMATION CONTAINED THEREIN.

CITY ATTORNEY APPROVAL  
 I, the undersigned, being duly sworn, certify that the foregoing plat is a true and correct copy of the original as recorded in the office of the Town Clerk, Shelton, Connecticut, and that the same is a true and correct representation of the same.  
 DATE: 11/28/2007  
 CITY ATTORNEY

CERTIFICATE OF ACCEPTANCE  
 I, the undersigned, being duly sworn, certify that the foregoing plat is a true and correct copy of the original as recorded in the office of the Town Clerk, Shelton, Connecticut, and that the same is a true and correct representation of the same.  
 DATE: 11/28/2007  
 TOWN CLERK

- LEGEND
- SECTION CORNER
  - ROUND JOINTMENT
  - SET REBAR & PLASTIC CAP U.S. NO. 304572
  - IRON COUNTY
  - SHOULDER CITY
  - SHOULDER CITY
  - SHOULDER CITY

ANNEXATION PLAT  
 OF  
 RHETT SHAKESPEAR  
 PREPARED FOR: RHETT SHAKESPEAR  
 LOCATION: VILLAGE GREEN FARMS SUBDIVISION  
 SECTION 8, T35S-R10W S1.B.6M.  
 DATE: 11/28/2007

NEW HORIZON  
 Engineering & Surveying LLC  
 252 N. 200 W. Suite 3  
 Cedar City, UT 84720  
 (435) 586-8997  
 (435) 865-2882

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 ENOCH CITY, dated May 7<sup>th</sup>, 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 ENOCH 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 3<sup>rd</sup> day of July, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

**ENOCH CITY CORPORATION**

**ORDINANCE NO. 2008-05-07-A**

**AN ORDINANCE ANNEXING APPROXIMATELY 1.51 ACRES OF PROPERTY OWNED BY SCOTT PETROCCO INTO THE CORPORATE BOUNDARIES OF ENOCH CITY**

**WHEREAS,** Scott Petrocco filed a petition to annex approximately 1.51 acres of property into the corporate boundaries of Enoch City; and

**WHEREAS,** the Enoch City Council accepted the petition for further consideration, and

**WHEREAS,** the City Recorder determined the petition met the requirements for annexation of the Utah Code Annotated and certified the petition; and

**WHEREAS,** notice of the petition was published once a week for three successive weeks in the "Cedar City Daily News" a newspaper of general circulation within the area proposed for annexation, with the notice including the necessary items required, including a statement of how and where a protest could be filed; and

**WHEREAS,** no timely protest was filed; and

**WHEREAS,** the Enoch City Council held a public hearing concerning the annexation petition during a regular city council meeting held on May 7, 2008, after notice of the hearing was published in the "Cedar City Daily News" at least seven days before the hearing;

**NOW, THEREFORE, BE IT ORDAINED,** by the Mayor and City Council of Enoch, Utah that approximately 1.51 acres of property, as shown and described on the attached Annexation Map prepared by New Horizon Engineering Inc., be annexed into the Enoch City boundaries, and will be zoned Regional Commercial (R-C).

**BE IT FURTHER ORDAINED,** that an Annexation Agreement be prepared and executed by the City and the petitioners evidencing the agreement by the petitioners of the annexed property;

This Ordinance was made, voted upon and passed by the Enoch City Council at a regular city council meeting held on the 7th day of May 2008. It shall take effect immediately upon signing by the Mayor and City Recorder.

**Received**

JUN 18 2008

*Map Sent 6/19/08*

Gary R. Herbert  
Lieutenant Governor

**00573589**

B: 1138 P: 1017 Fee \$0.00 Page 1 of 4  
Patsy Cutler, Iron County Recorder  
06/08/2008 01:14:59 PM By ENOCH CITY CORPORATION

DATED this 7th day of May, 2008

ENOCH CITY CORPORATION

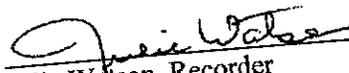
  
Robert A. Rasmussen, Mayor

VOTING:

Steven Clarke  
Robert Dotson  
Celesta Lyman  
Justin Gray  
Brent Taylor

Yea  Nay   
Yea  Nay   
Yea  Nay   
Yea  Nay   
Yea  Nay

ATTEST:

  
Julie Watson, Recorder

SEAL:



00573589

B: 1136 P: 1018 Fee \$9.00 Page 2 of 4  
Patsy Cutler, Iron County Recorder  
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION

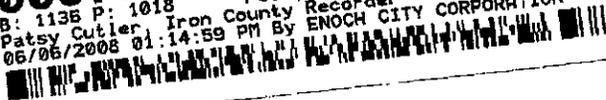




EXHIBIT "A"

D-636-S-1

BOUNDARY DESCRIPTION

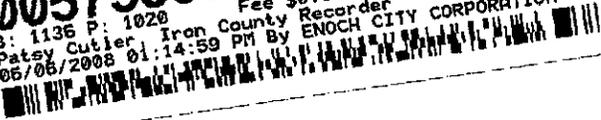
PROPOSED ANNEXATION BOUNDARY:

BEGINNING AT A POINT N89°21'40"W 1198.17 FEET AND N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. RUNNING THENCE N00°15'47"E ALONG SAID EAST LINE 323.11 FEET; THENCE S88°36'37"E 204.03 FEET; THENCE S00°15'41"W 321.10 FEET; THENCE N89°10'26"W 204.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.51 ACRES. SUBJECT TO AN TOGETHER WITH A 16.50 FOOT RIGHT-OF-WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N89°21'40"W 1198.17 FEET AND N00°15'47"E 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. THENCE N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 16.50 FEET; THENCE S89°10'26"E 638.55 FEET; THENCE S00°11'06"W 16.50 FEET; THENCE N89°10'26"W 638.55 FEET TO THE POINT OF BEGINNING.

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B: 1136 P: 1028 Fee \$0.00 Page 4 of 4  
Patsy Cutler Iron County Recorder  
06/08/2008 01:14:59 PM By ENOCH CITY CORPORATION



ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into as of this 30<sup>th</sup> day of March, 2008, by and between Enoch City, a Utah municipal corporation ("City"), whose address is 900 East Midvalley Road, Enoch, Utah 84720 and Scott Petrocco and Cindee Petrocco ("Applicants"), whose address is 4381 Flandes Street, Las Vegas, Nevada 89121.

RECITALS

WHEREAS, Applicants have requested that the City annex property owned by the Applicants and described on Exhibit A hereto, to the City (Annexation Property); and

WHEREAS, as consideration for the City's approval of the Applicant's annexation petition, the Applicant has agreed to install certain improvements and in relation to the Applicant's and annexation property.

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. **Applicant Improvements.** Unless otherwise waived by the City in writing, the Applicants agrees to extend and install such utilities, roads, curb, gutter, storm drainage, easements and infrastructure as may be necessary to service the Annexation Property at the sole cost of the Applicant.
- 3. **Conveyance of Water Rights.** Applicants agree to convey to the City any and all water rights as may be required by ordinance or resolution before approval of applicable development of the annexation property. The Applicant further grants to the City a first right of refusal to purchase any water rights owned by the Applicants which are not to be used in connection with the development of the Annexation Property. Prior to any sale, attempted sale, advertisement for sale, transfer or attempted transfer of such water rights, Applicants shall first advise the City, in writing, of the availability of such water rights and the City shall have the right to purchase such water rights at the then fair market value of such water rights, as agreed by the City and the Applicants. The City shall, within thirty (30) days of receipt of the Applicants' written notice, advise the Applicants in writing of the City's desire to purchase the water rights. The parties specifically acknowledge and agree that the City's right to purchase the water rights shall in no way relieve the Applicants from complying with any City requirements regarding the transfer of culinary water to the City or the payment to the City of impact or other fees with respect to water or water service to the Annexation Property based upon development or subdivision of the Annexation Property or

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otherwise. These rights will be deeded by way of a Water Right Deed. The water rights shall be conveyed to the City free and clear of any liens, claims or encumbrances and the Applicants warrants the same against any such claims, liens or encumbrances of any kind. The Applicants shall cooperate with the City and shall execute such documents as may be necessary to effectuate the conveyances contemplated by this Section 3.

4. **Streets.** Applicants agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation 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 development of the Annexation 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 Annexation Property.

5. **Easements.** Applicants agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation Property shall not be denied access, but rather shall have access for utility and drainage easements.

6. **No Waiver of Other Requirements.** Nothing in this Agreement shall be deemed a waiver of any requirement, approval, fee, exaction, or other matter whatsoever, which the Applicants may be required to undertake or pay in relation to development of the Annexation Property.

7. **Indemnity.** Applicants 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 to maintain the improvements or utilities required to be installed by Applicants in accordance with this Agreement.

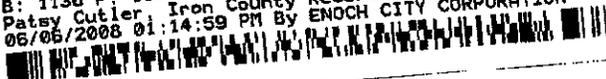
8. **Events of Default.** In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle the City to invoke any and all remedies outlined in this Agreement or as otherwise provided by law: (1) Applicants' insolvency,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

9. **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.

10. **Successors and Assigns.** Whenever the term Applicants is used herein, it

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B: 1136 P: 1022 Fee \$0.00 Page 2 of 5  
Patsy Cutler, Iron County Recorder  
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



shall also refer to Applicants' successors and/or assigns and shall be binding upon all such successors or assigns.

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

12. **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.

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

14. **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.

15. **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 Annexation Property to the same extent as applicable to the Applicants.

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

17. **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 30 day of March, 2007. 2008

APPLICANTS:

By: Scott Petrocco

Scott Petrocco  
Owner

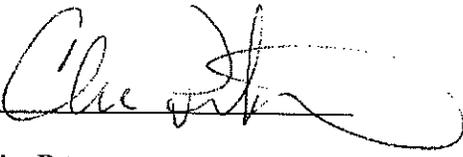
CITY:

By: Robert A. Rasmussen

Robert A. Rasmussen  
Mayor

00573590

B: 1136 P: 1023 Fee \$0.00 Page 3 of 5  
Patsy Cutler, Iron County Recorder  
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION

By: 

Cindee Petrocco  
Owner

Attest:

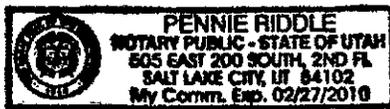
By:

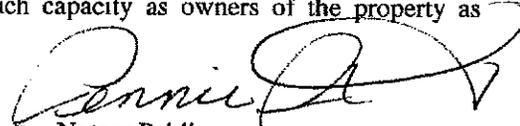


  
Julie Watson  
City Recorder

STATE OF UTAH  
COUNTY OF IRON

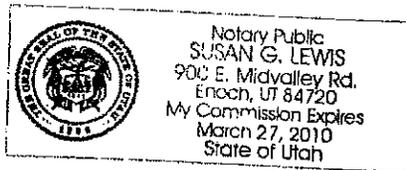
On this 30<sup>th</sup> day of March, 2008 personally appeared before me Scott Petrocco and Cindee Petrocco who duly acknowledged to me that they are the owners and that they signed the foregoing document in such capacity as owners of the property as described in Exhibit A.



  
Notary Public

STATE OF UTAH  
COUNTY OF IRON

On this 7<sup>th</sup> day of May, 2008 personally appeared before me Robert A. Rasmussen, who duly acknowledged to me that he is the Mayor of Enoch City, Utah, and that he signed the foregoing document in such capacity by authority of a vote of the City Council of Enoch City.



  
Notary Public

**00573590**

B: 1136 P: 1024 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 5  
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



EXHIBIT "A"

BOUNDARY DESCRIPTION

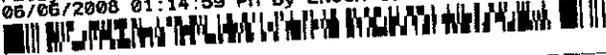
PROPOSED ANNEXATION BOUNDARY:

BEGINNING AT A POINT N89°21'40"W 1198.17 FEET AND N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. RUNNING THENCE N00°15'47"E ALONG SAID EAST LINE 323.11 FEET; THENCE S88°36'37"E 204.03 FEET; THENCE S00°15'41"W 321.10 FEET; THENCE N89°10'26"W 204.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.51 ACRES. SUBJECT TO AN TOGETHER WITH A 16.50 FOOT RIGHT-OF-WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N89°21'40"W 1198.17 FEET AND N00°15'47"E 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. THENCE N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 16.50 FEET; THENCE S89°10'26"E 638.55 FEET; THENCE S00°11'06"W 16.50 FEET; THENCE N89°10'26"W 638.55 FEET TO THE POINT OF BEGINNING.

**00573590**

B: 1136 P: 1025 Fee \$0.00 Page 5 of 5  
Patsy Cutler Iron County Recorder  
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



07/01/2008 11:36

14355868171

ENDCH CITY CORP

PAGE 02

LOS CHURCH  
SERIAL# 1-88

GLEN L. & BETTY LOU JOLLEY  
SERIAL# 1-901

**PETROCCO A1**  
LOCATED IN: IRON COUNTY, WITHIN THE SE 1

CARL B. & BEVERLY B. NELSON  
SERIAL# A-740-033-3

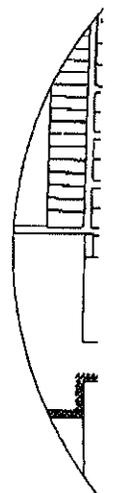
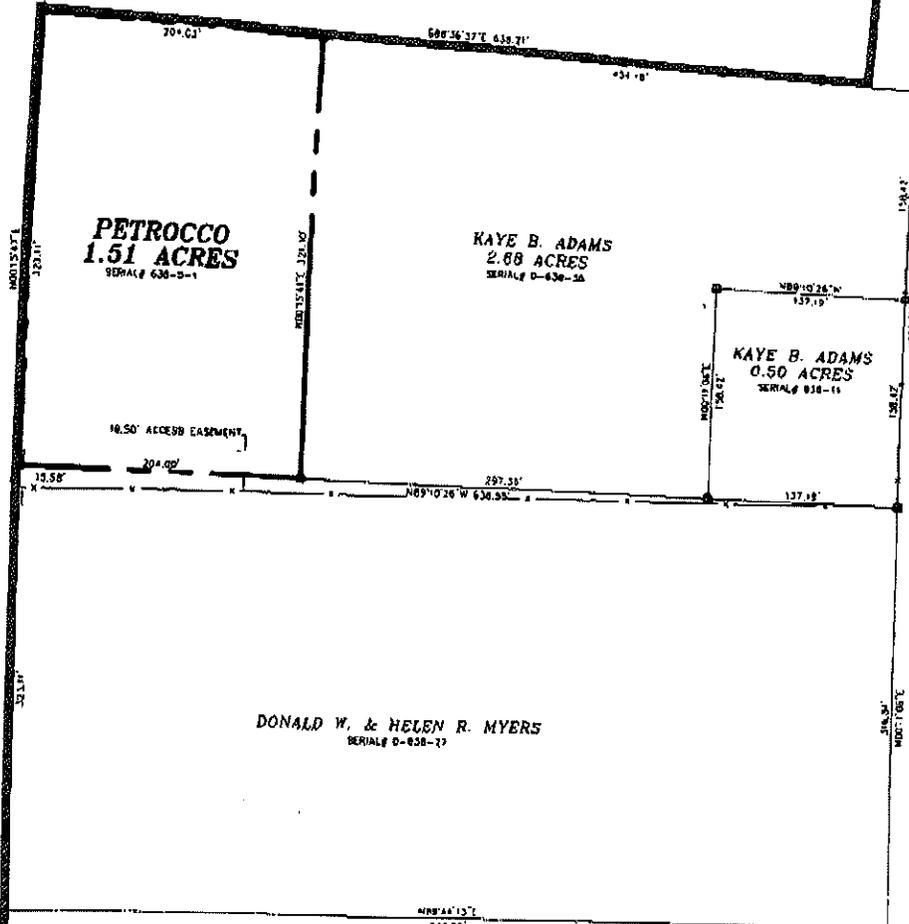
**MINERSVILLE HIGHWAY**

**PETROCCO**  
**1.51 ACRES**  
SERIAL# 630-5-1

**KAYE B. ADAMS**  
**2.68 ACRES**  
SERIAL# 0-630-20

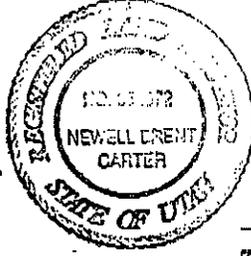
**KAYE B. ADAMS**  
**0.50 ACRES**  
SERIAL# 038-11

**DONALD W. & HELEN R. MYERS**  
SERIAL# 0-630-27



**BASIS OF BEARING**  
G. 2892 N. 12.80° W.  
(1897/17.60°)

ITION  
3. T35S-R11W, S.L.B.&M.



SURVEYOR'S CERTIFICATE

I, NEWELL BRENT CARTER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 394372, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HERETO DESCRIBED PROPERTY AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

2-14-08  
DATE *Newell Brent Carter*  
NEWELL BRENT CARTER

BOUNDARY DESCRIPTION

PROPOSED ANNEXATION BOUNDARY:  
BEGINNING AT A POINT N88°21'40"W 1188.17 FEET AND N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. RUNNING THENCE N00°15'47"E ALONG SAID EAST LINE 323.11 FEET; THENCE S88°54'37"E 204.03 FEET; THENCE S00°15'47"E 321.16 FEET; THENCE N00°15'47"E 204.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.31 ACRES SUBJECT TO AN EASEMENT WITH A 16.50 FOOT RIGHT-OF-WAY FOR ACCESS AND EGRESS DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT N88°21'40"W 1188.17 FEET AND N00°15'47"E 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. THENCE N88°21'40"W ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 16.50 FEET; THENCE S00°15'47"E 326.55 FEET; THENCE S00°15'47"E 16.50 FEET; THENCE N00°15'47"E 878.55 FEET TO THE POINT OF BEGINNING.

CITY ATTORNEY APPROVAL

I, EARL KUHLMANN, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT OF THE PETROCCO ADDITION AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ENOCH CITY ATTORNEY

CERTIFICATE OF ACCEPTANCE

I, ROBERT RASHLUSSEN, MAYOR OF ENOCH CITY CORPORATION, CERTIFY THAT THIS ANNEXATION PLAT OF THE PETROCCO ADDITION HAS BEEN APPROVED BY THE ENOCH CITY COUNCIL, AND HEREBY ORDER IT FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_ CITY RECORDER \_\_\_\_\_ MAYOR

SURVEY NARRATIVE

THIS ANNEXATION PLAT WAS PREPARED AT THE REQUEST OF SCOTT PETROCCO TO MEET THE REQUIREMENTS OF ANNEXATION TO ENOCH CITY. THE BASIS OF BEARING IS HERETO BETWEEN THE SE CORNER (BRASS CAP) AND THE SOUTH 1/4 CORNER (BRASS CAP) OF SECTION 23, T35S-R11W, S.L.B.&M. AS PER A PREVIOUS SURVEY FOR KATE & KEN ADAMS.

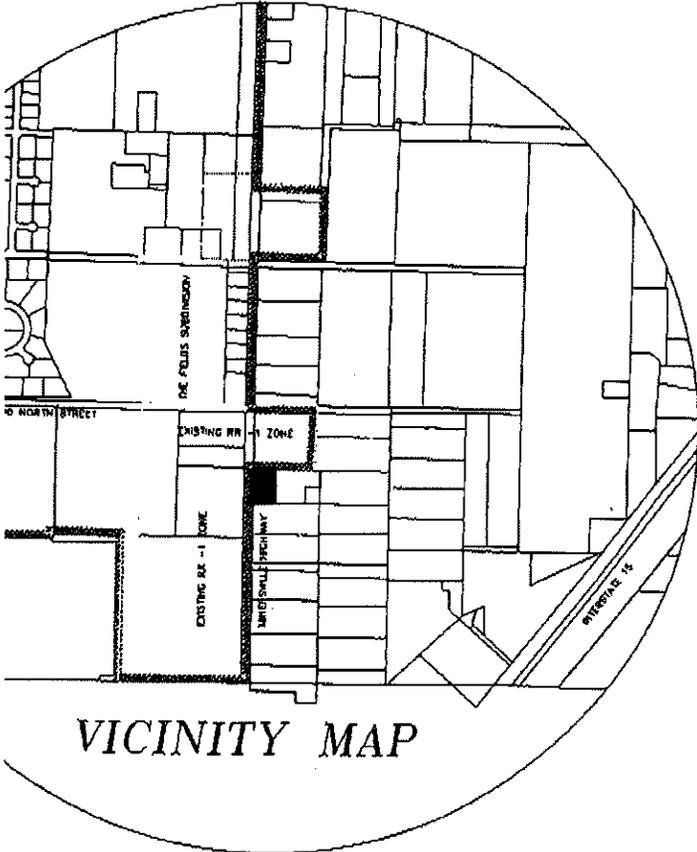
LEGEND

- ◆ SECTION CORNER
- FOUND MONUMENT
- ⊕ SET REBAR & PLASTIC CAP L.S. NO. 354372

IRON COUNTY

ENOCH CITY

PROPOSED ANNEXATION FROM IRON COUNTY TO ENOCH CITY



VICINITY MAP

ANNEXATION PLAT  
OF  
"PETROCCO ADDITION"

PREPARED FOR: SCOTT AND CINDEE PETROCCO  
LOCATION: WITHIN THE SE 1/4 OF SECTION 23, T35S-R11W, S.L.B.&M.  
DATE: 2/14/2008



NEW HORIZON

Engineering & Surveying LLC  
252 N. 200 W. Suite 3 (435) 586-8897  
Cedar City UT, 84720 (435) 865-2682

CERTIFICATE OF RECORDING

FILED AT THE REQUEST OF: \_\_\_\_\_ DATE: \_\_\_\_\_  
ENTRY NO. \_\_\_\_\_ TIME: \_\_\_\_\_  
FEE: \_\_\_\_\_ PAGE: \_\_\_\_\_  
BOOK: \_\_\_\_\_

PATSY CUTLER  
IRON COUNTY RECORDER



STATE OF UTAH

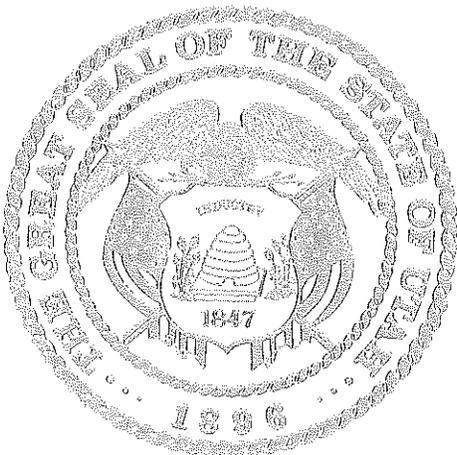


OFFICE OF THE LIEUTENANT GOVERNOR

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 13<sup>th</sup>, 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 31<sup>st</sup> day of December, 2007 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

map sent 12-21-07  
**Received**

**PARAGONAH TOWN  
ORDINANCE 07-1**

DEC 21 2007

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

Gary R. Herbert  
Lieutenant Governor

**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 1/2 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



**Received**  
**Received**  
DEC 20 2007

**Paragonah Town**  
**Ordinance 07-1**  
**Page 2**

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 15<sup>th</sup> day of June, 2007

**Paragonah Town**

By Connie Robinson  
Connie Robinson, Mayor



**ATTEST:**

Jayne Stone  
Jayne Stone, 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





STATE OF UTAH

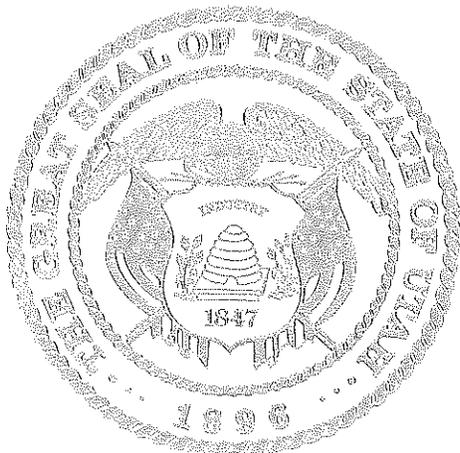


OFFICE OF THE LIEUTENANT GOVERNOR

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 14<sup>th</sup>, 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 4<sup>th</sup> day of February, 2008 at Salt Lake City, Utah.



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 14<sup>th</sup> day of

November, 2007

Paragonah Town

By Connie Robinson  
Connie Robinson, Mayor

ATTEST:

Jayne Stones  
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



STATE OF UTAH

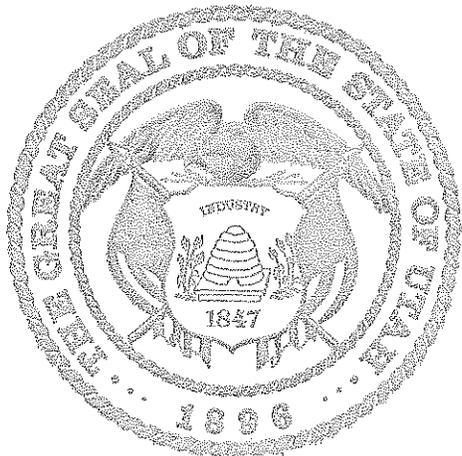


OFFICE OF THE LIEUTENANT GOVERNOR

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 8<sup>th</sup>, 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 28<sup>th</sup> day of May, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

00572496

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 5 Acres 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

Page 2: **00572496**

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Patsy Cutler, Iron County Recorder  
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION Page 2 of 8  


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.

Page 3

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Patsy Cutler, Iron County Recorder

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Page 3 of 8



## 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.

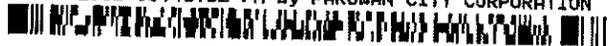
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Patsy Cutler, Iron County Recorder

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Page 4 of 8



**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**

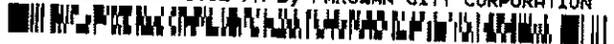
**MODIFICATION OF AGREEMENT**

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

Page 5

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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 8<sup>th</sup> day of May, 2008.

[Signatures on Following Page]

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Patsy Cutler, Iron County Recorder Page 6 of 8  
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION





**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.

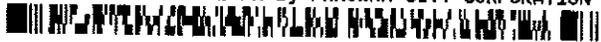
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Patsy Cutler, Iron County Recorder

Page 8 of 8

05/19/2008 03:48:52 PM By PAROWAN CITY CORPORATION





**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 1/2 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*

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*

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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 8<sup>th</sup> day of May, 2008.



PAROWAN CITY

*James C. Robinson*  
James C. Robinson, Mayor

Attest:

*Valorie Topham*  
Valorie Topham, City Recorder

Vote:	Aye	Nay	Abstain	Absent
Dale Bettridge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Troy L. Houston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diane Lister	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin L. Porter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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B: 1134 P: 523 Fee \$0.00 Page 2 of 2  
Patsy Cutler, Iron County Recorder  
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-2-

(Ordinance No. 2008-05-01 - Niederhauser Annexation)



# 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 10<sup>th</sup>, 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.

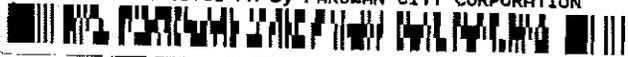


IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 12<sup>th</sup> day of February, 2008 at Salt Lake City, Utah.

GARY R. HERBERT  
Lieutenant Governor

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Agreement B: 1120 P: 79 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 8  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



**ANNEXATION AGREEMENT  
PAROWAN CITY**

(C & S HOLDINGS, LLC - ANNEXATION of 16.55 Acres 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 04 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

Page 2 of 7

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Agreement B: 1120 P: 80 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 2 of 8  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



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.

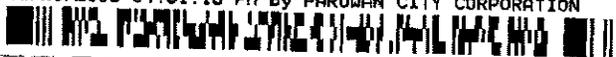
Sewer lines are not available and are not presently within the property. The owner/developer is required to install a main sewer trunk line from the subdivision to an intersecting trunk line currently servicing the City sewer lagoons. The owner/developer will pay all costs for the sewer line installation 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.

Page 3 of 7

**00566866**

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 Petitioner's 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 planned. 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

Page 4 of 7

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Agreement B: 1120 P: 82 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 8  
01/25/2008 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.

Page 5 of 7

**00566866**

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 PAROLMAN 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 10<sup>th</sup> 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







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 1/2 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

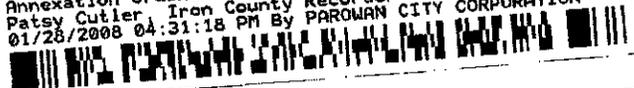
Received

FEB 04 2008

Gary R. Herbert  
Lieutenant Governor

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



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 AND CONTINUING N89°39'16"E, ALONG SAID 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 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.



Attest:

*Valorie Topham*  
Valorie Topham, City Recorder

PAROWAN CITY

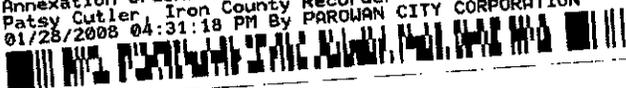
*James C. Robinson*  
James C. Robinson, Mayor

Vote:	Aye	Nay	Abstain	Absent
Dale Bettridge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mary Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Troy L. Houston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diane Lister	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin L. Porter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2 - Ordinance No. 2008-01-01 - C & S Holdings, LLC Annexation

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**

**Date of Plat:** September 21, 2007

**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

**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 04 2008

Gary R. Herbert  
Lieutenant Governor



# STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF CREATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the BRIAN HEAD SPECIAL SERVICE DISTRICT, dated August 12<sup>th</sup>, 2008, complying with Section 17D-1-209, 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 creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the BRIAN HEAD SPECIAL SERVICE DISTRICT, 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 at Salt Lake City, this 10<sup>th</sup> day of September, 2008.



  
GARY R. HERBERT  
Lieutenant Governor



August 25, 2008

Lt. Governor's Office  
Utah State Capitol Complex  
P.O. Box 142325  
Salt Lake City, Utah 84114-2325

**Subject:** *Creation of the Brian Head Special Service District*

To Whom It May Concern:

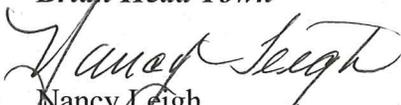
Enclosed you will find the following documents for the creation of the Brian Head Special Service District:

- Notice of Adoption of Resolution Establishing the Special Service District / The legislative certification that all requirements for the creation of the Special Service District have been met.
- Copy of the Recorded Resolution establishing the Brian Head Special Service District
- Map showing the boundaries of the Special Service District, prepared and certified by a licensed Surveyor and filed with the County surveyor in accordance with U.C.A 17-23-17.

Please accept these documents as notice to the Lt. Governor's office for the creation of the Brian Head Special Service District and hereby request a certificate of creation.

If you have any questions or should need additional information, please do not hesitate to contact me at 435-677-2029 or my email address is: [nleigh@bhtown.utah.gov](mailto:nleigh@bhtown.utah.gov). We look forward to your response.

Respectfully,  
**Brian Head Town**

  
Nancy Leigh  
Town Clerk

Enclosures

Pc: file

**Received**

SEP 10 2008

**Gary R. Herbert**  
Lieutenant Governor

**THE TOWN OF BRIAN HEAD  
NOTICE OF ADOPTION OF RESOLUTION ESTABLISHING THE  
BRIAN HEAD SPECIAL SERVICE DISTRICT, UTAH AND CERTIFICATION**

Pursuant to the provisions of Utah Code Ann. §17D-1-209, the Town of Brian Head, a body corporate and politic of the State of Utah hereby gives notice to the Utah Lieutenant Governor, that on August 12, 2008, the Town Council of the Town of Brian Head, Utah adopted a Resolution establishing the Brian Head Special Service District, Utah.

Accompanying this Notice is a copy of the Resolution approving the establishment of the Brian Head Special Service District, Utah, together with a map showing the boundaries of the Brian Head Special Service District, Utah, prepared and certified by a licensed surveyor. A copy of the map has been filed with the Iron County Surveyor in accordance with Utah Code Ann. §17D-1-209.

I hereby certify that the Town of Brian Head, Utah has completed all of the legal requirements necessary for the establishment of the Brian Head Special Service District, Utah.

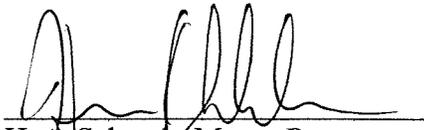
Dated this August 12, 2008.

**00576934**

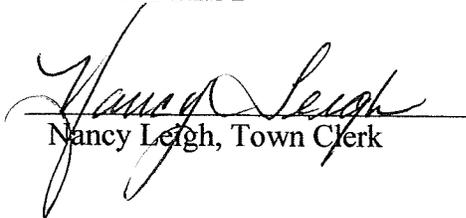
B: 1143 P: 585 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 8 of 9  
08/19/2008 02:54:50 PM By BRIAN HEAD TOWN



**TOWN OF BRIAN HEAD**

  
Hans Schwob, Mayor Pro-tem

**ATTEST**

  
Nancy Leigh, Town Clerk

(SEAL)



**TOWN OF BRIAN HEAD, UTAH  
TOWN COUNCIL  
RESOLUTION ESTABLISHING SPECIAL SERVICE DISTRICT  
August 12, 2008**

**RESOLUTION NO. 378**

**A RESOLUTION ESTABLISHING THE "BRIAN HEAD SPECIAL SERVICE DISTRICT, UTAH" AND PROVIDING FOR OTHER RELATED MATTERS.**

WHEREAS, pursuant to a Resolution adopted on June 3, 2008, the Town Council of the Town of Brian Head, Utah (the "Council") gave notice of its intention to create a special service district described therein as the Brian Head Special Service District, Utah (the "District"), having the boundaries set out in the Resolution, to potentially provide the services described in the Resolution; and

WHEREAS, the Town Clerk caused public notice to be given of the Council's intention and of the time and place of a public hearing called for July 8, 2008, through the publication of an appropriate notice in the Spectrum, a newspaper published and of general circulation in the Town of Brian Head, Utah, once each week during three consecutive weeks, the first of such publications having been not less than 21 days nor more than 35 days prior to the date of the public hearing; and

WHEREAS, the public hearing was properly noticed and held at the designated time and place, the Town Council considered all protests filed and heard and considered all interested persons desiring to be heard, and received additional protests and comments for fifteen (15) days thereafter and the time for filing protests as provided in Section 17D-1-206, Utah Code Annotated 1953, as amended, has expired; and

WHEREAS, neither more than 33% of the qualified voters of the territory to be included within the District nor the owners of more than 33% of the taxable value of the taxable property to be included within the District have filed written protests with the Town Clerk against (1) the establishment of the District, or (2) a specified type or types of services within the District;

NOW, THEREFORE, the Town Council of the Town of Brian Head, Utah, hereby resolves as follows:

**Section 1.** That the Town Council does hereby find and determine:

(a) That the Town Clerk caused public notice of the hearing regarding the establishment of the District, to be given by publication of an appropriate notice in the Spectrum, a newspaper published and of general circulation in the Town of Brian Head, Utah, once each week for three consecutive weeks prior to July 8, 2008, the first of those

**00576934**

B: 1143 P: 578 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 9  
08/19/2008 02:54:50 PM By BRIAN HEAD TOWN



publications having been made not less than 21 days nor more than 35 days prior to the date of such hearing.

(b) That a public hearing on the establishment of the District and the furnishing of the services described in Section 3 below was held and conducted by this Council as required by law and the Resolution giving notice thereof, on July 8, 2008, at 1:00 p.m. at the regular meeting place of the Council in the Town of Brian Head at which public hearing the Council considered all interested persons desiring to be heard.

(c) That the Council considered all protests, comments, and public input filed within fifteen (15) days following the public hearing.

(d) That after careful consideration of all factors involved and of all objections and protests, it has been and is hereby found, determined and declared that the District shall be created with the following boundaries and to provide the services described herein, and that all proceedings already taken in establishing the District have been in compliance with law.

**Section 2.** That there is hereby established a special service district within the Town of Brian Head, Utah, to be known as the "**Brian Head Special Service District, Utah.**" The boundaries and service area of the District correspond exactly with the boundaries of the Town of Brian Head, Utah as they existed on June 3, 2008 (the date when the Town Council adopted the Resolution of Intent to Establish the District). The boundaries of the District are more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 9 WEST AND RUNNING THENCE SOUTH 00° 11' 40" WEST 2781.02 FEET;

THENCE SOUTH 00° 18' 07" EAST 2631.33 FEET;  
THENCE SOUTH 89° 43' 39" WEST 2635.20 FEET;  
THENCE NORTH 89° 21' 00" WEST 2643.04 FEET;  
THENCE NORTH 89° 37' 36" WEST 2639.50 FEET;  
THENCE SOUTH 00° 33' 13" WEST 5263.60 FEET;  
THENCE NORTH 89° 31' 52" WEST 2634.31 FEET;  
THENCE NORTH 00° 53' 15" EAST 2639.60 FEET;  
THENCE NORTH 89° 20' 58" WEST 1005.60 FEET;  
THENCE NORTH 25° 36' 02" EAST 121.30 FEET;  
THENCE NORTH 21° 55' 58" WEST 219.10 FEET;  
THENCE SOUTH 67° 54' 02" WEST 141.90 FEET;  
THENCE NORTH 58° 16' 52" WEST 56.53 FEET;  
THENCE NORTH 06° 29' 02" EAST 391.61 FEET;  
THENCE SOUTH 64° 33' 58" EAST 192.24 FEET;  
THENCE NORTH 15° 58' 02" EAST 186.54 FEET;  
THENCE NORTH 00° 12' 58" WEST 291.92 FEET;  
THENCE SOUTH 71° 01' 02" WEST 392.40 FEET;  
THENCE NORTH 00° 12' 03" EAST 381.70 FEET;

**00576934**

B: 1143 P: 579 Fee \$0.00

Patsy Cutler, Iron County Recorder

08/19/2008 02:54:50 PM By BRIAN HEAD TOWN

Page 2 of 9



THENCE NORTH 89° 30' 14" WEST 1316.25 FEET;  
THENCE NORTH 00° 24' 10" EAST 1313.67 FEET;  
THENCE NORTH 00° 19' 32" EAST 2634.52 FEET;  
THENCE NORTH 00° 19' 32" EAST 2643.82 FEET;  
THENCE SOUTH 89° 20' 02" EAST 1278.41 FEET;  
THENCE NORTH 00° 08' 10" WEST 673.24 FEET;  
THENCE NORTH 67° 35' 00" EAST 51.92 FEET;  
THENCE NORTH 13° 51' 18" WEST 193.88 FEET;  
THENCE NORTH 76° 08' 42" EAST 47.04 FEET;  
THENCE NORTH 13° 59' 25" WEST 207.45 FEET;  
THENCE NORTH 73° 21' 43" EAST 15.00 FEET;  
THENCE NORTH 13° 59' 25" WEST 183.78 FEET;  
THENCE NORTH 75° 23' 03" EAST 16.82 FEET;  
THENCE NORTH 13° 59' 25" WEST 233.42 FEET;  
THENCE NORTH 76° 00' 35" EAST 248.00 FEET;  
THENCE NORTH 01° 47' 35" WEST 543.67 FEET;  
THENCE NORTH 60° 46' 45" WEST 229.52 FEET;  
THENCE NORTH 29° 13' 15" EAST 200.93 FEET TO A POINT ON A 14.94 FOOT  
RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 23.54 FEET  
(CHORD BEARS NORTH 15° 54' 48" WEST 21.18 FEET);  
THENCE NORTH 60° 50' 00" WEST 72.12 FEET;  
THENCE NORTH 29° 34' 44" EAST 83.59 FEET;  
THENCE NORTH 83° 42' 28" EAST 30.00 FEET TO A POINT ON A 103.71 FOOT  
RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 62.20 FEET  
(CHORD BEARS NORTH 10° 53' 22" EAST 61.27 FEET);  
THENCE SOUTH 61° 59' 38" EAST 216.72 FEET;  
THENCE NORTH 27° 52' 08" EAST 99.22 FEET;  
THENCE NORTH 27° 24' 08" EAST 93.72 FEET TO A POINT ON A 330.03 FOOT  
RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 217.43 FEET  
(CHORD BEARS NORTH 04° 10' 14" EAST 213.52 FEET);  
THENCE NORTH 01° 21' 39" WEST 31.16 FEET;  
THENCE NORTH 30° 10' 32" EAST 56.40 FEET;  
THENCE NORTH 21° 20' 48" EAST 56.02 FEET;  
THENCE NORTH 21° 12' 17" EAST 50.02 FEET;  
THENCE NORTH 43° 46' 20" EAST 330.25 FEET;  
THENCE NORTH 44° 54' 08" EAST 190.45 TO A POINT ON A 344.80 FOOT  
RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 38.33 (CHORD  
BEARS NORTH 39° 42' 40" EAST 38.31 FEET) TO A POINT ON A 344.80 FOOT  
RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 72.17 FEET  
(CHORD BEARS NORTH 26° 26' 44" EAST 72.04 FEET) TO A POINT ON A 344.80  
FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 63.12  
FEET (CHORD BEARS NORTH 15° 12' 22" EAST 63.03 FEET) TO A POINT ON A  
344.80 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE  
132.42 FEET (CHORD BEARS NORTH 05° 29' 37" WEST 131.61 FEET);  
THENCE NORTH 06° 59' 37" WEST 107.71 FEET;  
THENCE NORTH 14° 18' 58" EAST 69.91 FEET;

**00576934**

B: 1143 P: 580 Fee \$0.00

Patsy Cutler, Iron County Recorder

08/19/2008 02:54:50 PM By BRIAN HEAD TOWN

Page 3 of 9



THENCE NORTH 05° 21' 49" EAST 125.74 FEET;  
THENCE NORTH 26° 18' 58" EAST 257.55 FEET;  
THENCE NORTH 03° 45' 12" EAST 140.03 FEET;  
THENCE NORTH 07° 05' 58" EAST 69.97 FEET;  
THENCE NORTH 90° 00' 00" EAST 455.00 FEET;  
THENCE SOUTH 50° 23' 00" EAST 420.00 FEET;  
THENCE SOUTH 60° 26' 02" EAST 283.09 FEET;  
THENCE SOUTH 89° 17' 15" EAST 628.16 FEET;  
THENCE SOUTH 00° 07' 11" WEST 1358.95 FEET;  
THENCE SOUTH 00° 32' 01" EAST 1352.93 FEET;  
THENCE NORTH 90° 00' 00" EAST 1320.00 FEET;  
THENCE SOUTH 00° 00' 00" WEST 1335.13 FEET;  
THENCE NORTH 89° 27' 51" WEST 9.82 FEET MORE OR LESS TO THE NORTH  
QUARTER CORNER OF SECTION 2, TOWNSHIP 36 SOUTH RANGE 9 WEST;  
THENCE SOUTH 00° 01' 37" WEST 2633.00 FEET;  
THENCE SOUTH 89° 20' 12" EAST 904.78 FEET;  
THENCE SOUTH 05° 01' 46" WEST 158.93 FEET;  
THENCE SOUTH 70° 04' 38" WEST 293.11 FEET TO THE POINT OF CURVATURE  
WITH A 23.88 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID  
CURVE 35.71 FEET (CHORD BEARS SOUTH 50° 01' 46" WEST 32.48 FEET);  
THENCE SOUTH 07° 11' 26" WEST 348.02 FEET TO A POINT ON A 232.78 FOOT  
RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 110.08 FEET  
(CHORD BEARS SOUTH 20° 44' 17" WEST 109.06 FEET);  
THENCE SOUTH 33° 50' 25" WEST 374.43 FEET TO A POINT ON A 120.47 FOOT  
RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.36 FEET  
(CHORD BEARS SOUTH 14° 29' 30" WEST 79.83 FEET);  
THENCE SOUTH 03° 26' 30" EAST 311.80 FEET;  
THENCE SOUTH 79° 04' 45" EAST 183.73 FEET;  
THENCE SOUTH 65° 11' 00" EAST 229.00 FEET;  
THENCE NORTH 87° 07' 00" EAST 99.60 FEET;  
THENCE SOUTH 86° 28' 00" EAST 96.00 FEET;  
THENCE SOUTH 89° 24' 00" EAST 98.00 FEET;  
THENCE NORTH 82° 40' 00" EAST 70.00 FEET;  
THENCE NORTH 72° 41' 00" EAST 271.90 FEET;  
THENCE NORTH 00° 08' 00" EAST 137.40 FEET;  
THENCE SOUTH 89° 20' 12" EAST 292.28 FEET;  
THENCE NORTH 46° 37' 52" EAST 58.92 FEET;  
THENCE SOUTH 86° 34' 55" EAST 274.89 FEET;  
THENCE SOUTH 83° 55' 02" EAST 290.33 FEET;  
THENCE NORTH 12° 08' 24" EAST 109.06 FEET TO A POINT ON A 20.00 FOOT  
RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.24 FEET  
(CHORD BEARS NORTH 84° 06' 04" EAST 38.03 FEET);  
THENCE SOUTH 23° 56' 14" EAST 108.11 FEET;  
THENCE NORTH 66° 03' 45" EAST 170.97 FEET;  
THENCE SOUTH 89° 14' 20" EAST 165.28 FEET;  
THENCE SOUTH 00° 45' 54" WEST 84.14 FEET;

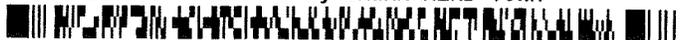
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B: 1143 P: 581 Fee \$0.00

Patsy Cutler, Iron County Recorder

08/19/2008 02:54:50 PM By BRIAN HEAD TOWN

Page 4 of 9



THENCE SOUTH 89° 20' 12" EAST 1318.12 FEET;  
THENCE NORTH 00° 04' 00" EAST 2641.73 FEET;  
THENCE SOUTH 89° 10' 41" EAST 1312.71 FEET;  
THENCE NORTH 00° 30' 41" EAST 1393.65 FEET;  
THENCE NORTH 88° 34' 40" EAST 1459.04 FEET;  
THENCE NORTH 88° 46' 36" EAST 1169.24 FEET TO THE POINT OF BEGINNING.

[END OF DESCRIPTION]

**Section 3.** That the District is created for the purpose of furnishing any one or more of the following services:

- i. water, including culinary and irrigation
- ii. sewerage
- iii. drainage
- iv. garbage collection and disposal
- v. health care
- vi. transportation
- vii. fire protection and emergency medical and ambulance
- viii. providing, operating, and maintaining correctional and rehabilitative facilities and programs for municipal, state, and other detainees and prisoners
- ix. flood control
- x. recreation
- xi. street lighting
- xii. animal shelter and control
- xiii. consolidated 911 and emergency dispatch

and related services within the area included within its boundaries, through facilities or systems acquired or constructed for that purpose through construction, purchase, lease, contract, gift, condemnation or any combination thereof.

**Section 4.** That the Town Council hereby finds and determines that neither more than 33% of the qualified voters of the territory to be included within the District, nor the owners of more than 33% of the taxable value of the taxable property to be included within the District, have filed written protests with the Town Clerk against (1) the establishment of the District, or (2) a specified type or types of services within the District.

**Section 5.** That any person who filed a written protest at the public hearing or within fifteen (15) days after the conclusion of the public hearing held on July 8, 2008, with the Town, against the establishment of the District or against the furnishing of a specified type or types of services within the District or to the effect that his land will not be directly benefited by the District's services and who is a qualified voter residing within the District or whose property has been included within the boundaries of the District notwithstanding such protest, may, within thirty (30) days after the adoption of this resolution, apply to the district court for a writ of review of the actions of the Town

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Patsy Cutler, Iron County Recorder Page 5 of 9  
08/19/2008 02:54:50 PM By BRIAN HEAD TOWN



Council in establishing the District. The only grounds upon which a person may apply for a writ of review is (1) that the protestor's property will not be benefited by one or more of the types of services authorized to be furnished by the District, or (2) that the proceedings taken in establishing the District have not been in compliance with law. Persons who fail to file a written protest as provided in this section will be deemed to have consented to the inclusion of their land within the District.

Failure to timely apply for a writ of review forecloses the right of all owners of property and of qualified voters within the District to further object.

**Section 6.** That the District shall be a separate body politic and corporate and a quasi-municipal public corporation distinct from the Town of Brian Head, Utah, in which the District is located. The Council shall control and have supervisory authority over all activities of the District. The Council shall act as the Governing Body of the District. The District shall have all rights, powers and authority granted to such districts under the Utah Special Service District Act, Title 17D, Chapter 1, Utah Code Annotated 1953, as amended, including without limitation the power of eminent domain and the power to borrow and bond.

**Section 7.** That pursuant to the requirements of Section 17D-1-209, Utah Code Annotated 1953, as amended, the Town Council shall file the required notification of the establishment of the District with the Lieutenant Governor within thirty days after the adoption of this resolution.

**Section 8.** That all acts and resolutions in conflict with this resolution or any part thereof are hereby repealed.

**Section 9.** That this resolution shall take immediate effect upon its adoption and approval.

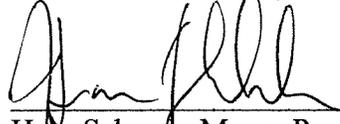
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Patsy Cutler, Iron County Recorder Page 6 of 9  
08/19/2008 02:54:50 PM By BRIAN HEAD TOWN

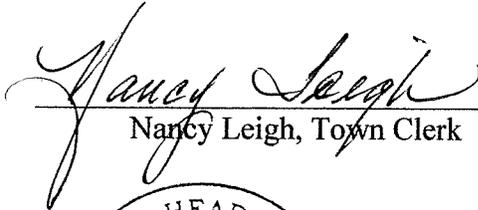


**ADOPTED, APPROVED, and ORDERED** by majority vote at a duly called meeting of this August 12, 2008.

**TOWN OF BRIAN HEAD, UTAH**

  
\_\_\_\_\_  
Hans Schwob, Mayor Pro-Tem

**ATTEST:**

  
\_\_\_\_\_  
Nancy Leigh, Town Clerk

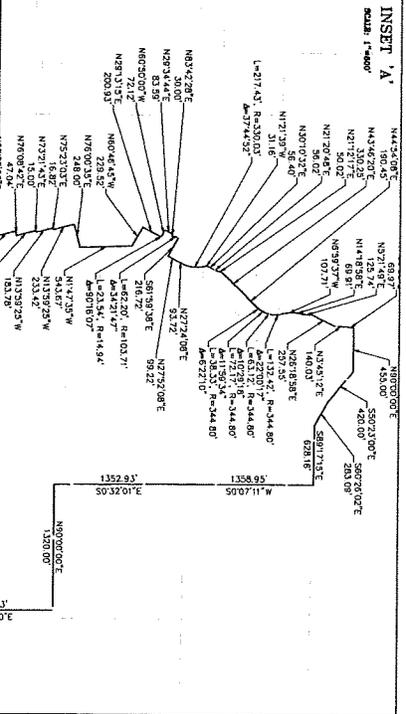
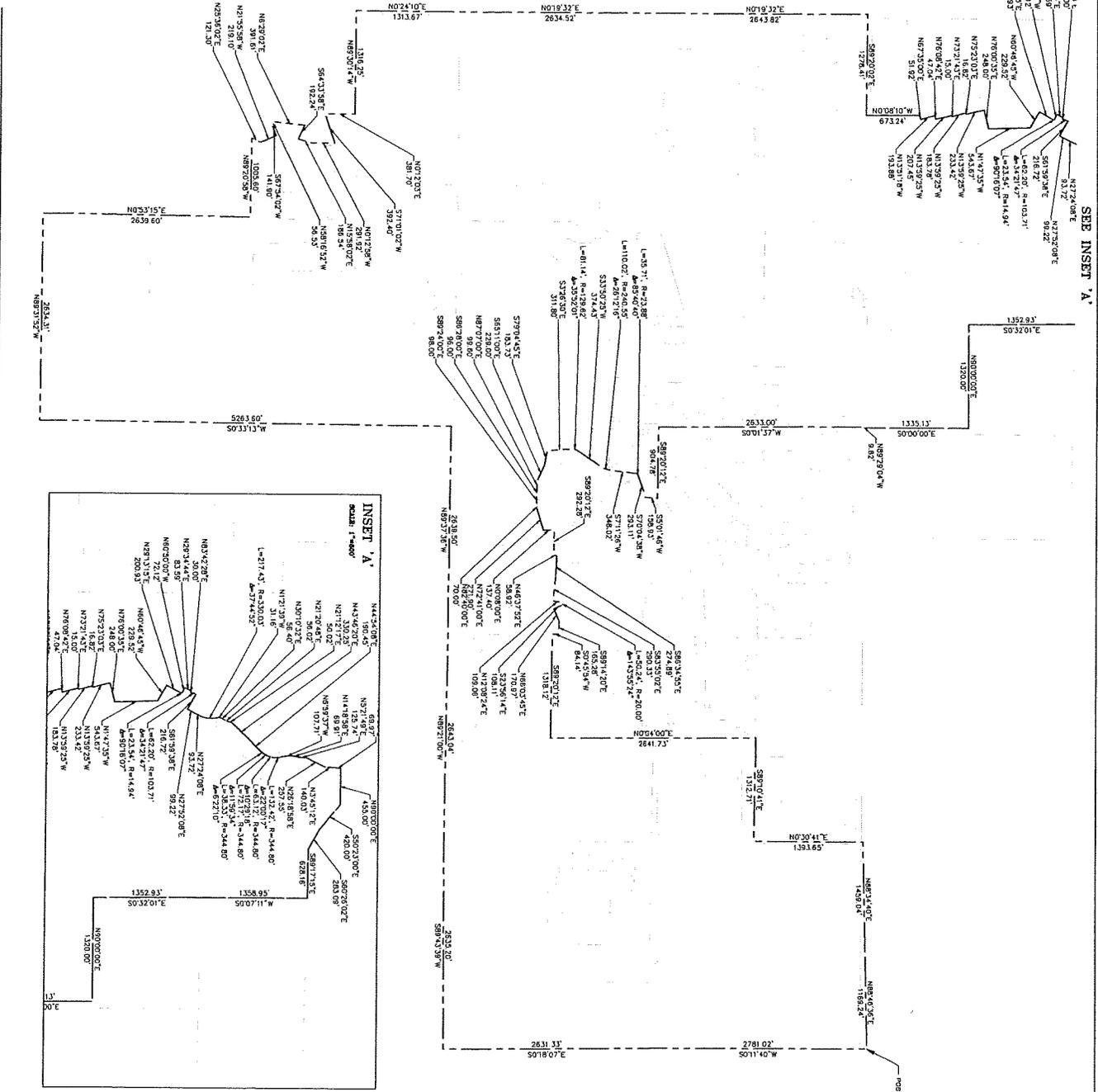


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Patsy Cutler, Iron County Recorder Page 7 of 9  
08/19/2008 02:54:50 PM By BRIAN HEAD TOWN



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**BRIAN HEAD TOWN  
EXISTING BOUNDARY 2008**

**SURVEYOR'S CERTIFICATE**

I, RANDY K. MILLER, CERTIFIED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MISSOURI, HAVE BEEN HONORABLY AND LEGALLY QUALIFIED TO PRACTICE AS A SURVEYOR UNDER THE PROVISIONS OF THE MISSOURI SURVEYING ACT, CHAPTER 248, R.S.M.O. I HAVE PERSONALLY CONDUCTED THIS SURVEY AND AM AWARE OF THE CONTENTS OF THIS REPORT AND THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. I HAVE BEEN ADVISED BY THE CLIENT THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I HAVE BEEN ADVISED BY THE CLIENT THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I HAVE BEEN ADVISED BY THE CLIENT THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

**EXISTING TOWN LEGAL DESCRIPTION:**

A LEGAL DESCRIPTION OF LAND SHOWN IN IRON COUNTY, MISSOURI, HEREBY BY RANDY K. MILLER, SURVEYOR, IS AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 34 SOUTH, RANGE 4 WEST AND RANGING THENCE SOUTH 07° 14' 00\"/>