

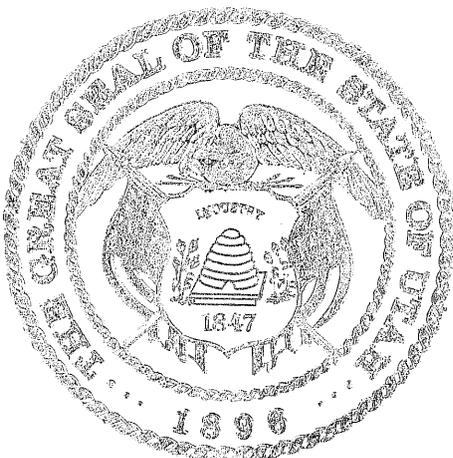
STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
the CITY OF ENOCH, dated November 18th, 2009, complying with Section 10-2-425,
Utah Code Annotated, 1953, as amended.

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



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 4th day of
January, 2011 at Salt Lake City, Utah.

GREG BELL
Lieutenant Governor

**ENOCH CITY CORPORATION
ORDINANCE NO. 2009-11-18**

**AN ORDINANCE ANNEXING APPROXIMATELY 76.457 ACRES OF PROPERTY OWNED
BY THE ALGER, RICHARDSON, SHERRATT & COVINGTON FAMILIES INTO THE
CORPORATE BOUNDARIES OF ENOCH CITY**

- WHEREAS,** The Alger, Richardson, Sherratt and Covington families filed a petition to annex approximately 76.457 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 November 18, 2009, 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 76.457 acres of property, as shown and described on the attached Annexation Map prepared by Grimshaw Surveying, Inc., be annexed into the Enoch City boundaries, and will be 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 18th day of November 2009. It shall take effect immediately upon signing by the Mayor and City Recorder.

DATED this 18th day of November 2009

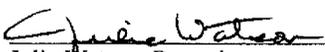
ENOCH CITY CORPORATION



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"/>
Gary Wilcken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Brent Taylor	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

ATTEST:


Julie Watson, Recorder



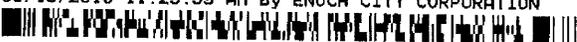
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B: 1187 P: 882 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 1 of 5
03/19/2010 11:23:39 AM By ENOCH CITY CORPORATION


EXHIBIT "A"

BEGINNING AT A POINT N 00°00'43" E ALONG THE 1/16 SECTION LINE 33.00 FEET FROM THE SW CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 11, T35S, R11W, SLB & M AND RUNNING THENCE N 89°31'22" W 132.00 FEET; THENCE N 00°00'43" E 165.00 FEET; THENCE S 89°31'22" E 132.00 FEET TO THE 1/16 SECTION LINE; THENCE N 00°00'43" E ALONG SAID LINE 2463.46 FEET TO THE ¼ SECTION LINE; THENCE S 89°23'54" E ALONG SAID LINE 1342.52 FEET TO THE CENTER ¼ CORNER OF SECTION 11; THENCE S 00°00'51" ALONG THE ¼ SECTION LINE 1965.55 FEET; THENCE N 89°31'22" W 330.00 FEET; THENCE S 00°00'51" W 660.00 FEET; THENCE N 89°31'22" W 1012.40 FEET TO THE POINT OF BEGINNING AND CONTAINS 76.457 ACRES.

- D-545-4
- D-545-
- D-545-4-1
- D-545-1-1
- D-545-1
- D-545-2
- D-545-3

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B: 1187 P: 883 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 2 of 5
03/19/2010 11:23:39 AM By ENOCH CITY CORPORATION



PETITION FOR ANNEXATION

To the Mayor and members of the Enoch City Council, a municipal corporation of the State of Utah:

The petition of the undersigned owners of real property hereinafter more particularly described, do hereby present this Petition for Annexation of the said real property into the corporate limits of Enoch City, UT, and respectfully represent as follows:

- 1. That they are the owners, or owners representative, of the real property in the territory lying contiguous to the present corporate limits of Enoch City, Iron County, State of Utah.
2. That the undersigned petitioners constitute a 51% majority of the owners of the said real property, and that they desire to have such property annexed into Enoch City, UT and become a part thereof.
3. That attached hereto is a certified copy of an accurate plat or map of such territory to be so annexed, in relation to presently existing boundaries of Enoch City, UT, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of Enoch City, UT and which plat has been prepared by Grimshaw Surveying, Inc. certified and duly licensed engineers and surveyors.
4. That the territory to be so annexed is shown on the annexation plat map attached hereto and is more particularly described below by its legal description.

ALGER-RICHARDSON ADDITION DESCRIPTION

BEGINNING AT A POINT N 00°00'43" E ALONG THE 1/16 SECTION LINE 33.00 FEET FROM THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 11, T35S, R11W, SLB & M AND RUNNING THENCE N 89°31'22" W 132.00 FEET; THENCE N 00°00'43" E 185.00 FEET; THENCE S 89°31'22" E 132.00 FEET TO THE 1/16 SECTION LINE; THENCE N 00°00'43" E ALONG SAID LINE 2463.46 FEET TO THE 1/4 SECTION LINE; THENCE S 89°23'54" E ALONG SAID LINE 1342.52 FEET TO THE CENTER 1/4 CORNER OF SECTION 11; THENCE S 00°00'51" W ALONG THE 1/4 SECTION LINE 1865.53 FEET; THENCE N 89°31'22" W 330.00 FEET; THENCE S 00°00'51" W 880.00 FEET; THENCE N 89°31'22" W 1012.40 FEET TO THE POINT OF BEGINNING AND CONTAINS 76.457 ACRES.

- 5. That the proposed zoning districts are designated and described by their legal descriptions on the plat or map.
6. That the property of petitioners, as herein described, constitutes not less than one third (1/3) in value the real property, as shown by the last assessment rolls of the office of the Iron County Assessor for the year _____.
7. That the following signer is designated as the contact sponsor of this petition.

A. DeWayne Alger Contact Sponsor
158 W 4800 N (Midvalley Rd) Mailing Address
Enoch UT

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B: 1187 P: 884
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Page 3 of 5
Fee \$0.00

Enoch, UT 84721
435-865-7975 Telephone

WHEREFORE, your petitioners request the members of City Council of Enoch City, UT, vote upon the question of such annexation relative to the real property described herein, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of Enoch City, UT, accordingly.

Dated this 26th day of August, 2009.

[Signature] Owner/Petitioner/Representative
Coral & Karen Richardson

Jack O. Sherratt Owner/Petitioner/Representative
Jack O. Sherratt

Edmund O. Alger Owner/Petitioner/Representative
Edmund O. Alger

Duvel G. Covington Owner/Petitioner/Representative
Duvel G. Covington

Additional Sponsors:

_____ Sponsor

_____ Mailing Address

Additional Sponsors:

_____ Sponsor

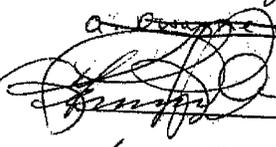
_____ Mailing Address

Additional Sponsors:

_____ Sponsor

_____ Mailing Address

A. DeWayne Alger owner/petitioner Representative
~~a. DeWayne Alger~~ A. DeWayne Alger



Kenneth L. Richardson

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Debbie B. Johnson, Iron County Recorder Page 5 of 5
03/19/2010 11:23:39 AM By ENOCH CITY CORPORATION



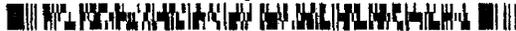
EXHIBIT "A"

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	<u>BEFORE ANNEXATION</u>	<u>ACCOUNT NUMBER</u>	<u>AFTER ANNEXATION</u>
D-545-4	D-540-1	*134178	A-1016
D-545-	D-545	*134335	A-1017
D-545-4-1	D-545-1	*134350	A-1017-1
D-545-1-1	D-545-2	*134376	A-1017-2
D-545-1	D-545-3	*134392	A-1017-3
D-545-2	D-545-4	*134418	A-1017-4
D-545-3	D-545-1-1	* 134 314820	A-1017-5
	D-545-4-1	*362399	A-1017-6

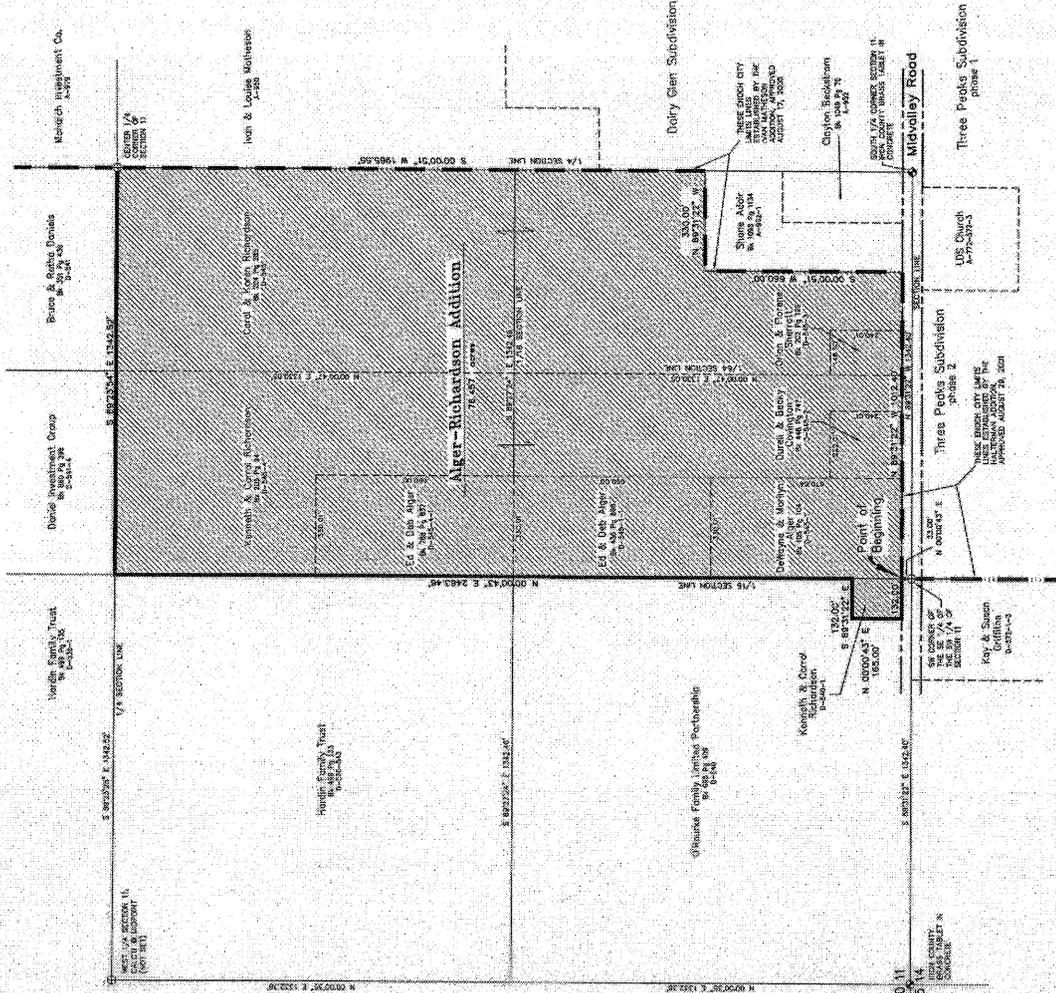
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B: 1187 P: 883 Fee \$0.00
 Debbie B. Johnson, Iron County Recorder Page 2 of 5
 03/19/2010 11:23:39 AM By ENOCH CITY CORPORATION



Alger-Richardson Addition

located in
SW 1/4 SECTION 11, T35S, R11W, S1B & M
IRON COUNTY, UTAH



LEGEND

- ① IRON COUNTY SECTION OR 1/4 CORNER MONUMENT
- ② EROSH CITY BRASS CAP SECTION CORNER MONUMENT
- ③ CALCULATED LOCATION 1/8 OR 1/4 SECTION CORNER
- ④ PROPERTY LINE
- ⑤ EXISTING EROSH CITY LIMITS LINE
- ⑥ NEW EROSH CITY LIMITS LINE
- ⑦ ADDITION TO BE ZONED R-R-1

CITY ATTORNEY APPROVAL

THE CITY ATTORNEY HAS REVIEWED THE PLAT OF THE ALGER-RICHARDSON ADDITION AND RECOMMENDS THAT THE EROSH CITY COUNCIL APPROVE THIS PLAT ON THE 15th DAY OF December, 2010.

FOR CITY ATTORNEY

CERTIFICATE OF ACCEPTANCE

THE ALGER-RICHARDSON ADDITION IS A SUBDIVISION OF LAND IN SECTION 11, T35S, R11W, S1B & M, IRON COUNTY, UTAH. THIS PLAT HAS BEEN APPROVED BY THE EROSH CITY COUNCIL AND HEREBY APPROVED BY THE IRON COUNTY RECORDS DEPARTMENT ON THIS 15th DAY OF December, 2010.

ATTEST: *[Signature]* MAYOR

SURVEYOR'S CERTIFICATE

I, DOUGLAS B. GRISHAM, PROFESSIONAL UTAH LAND SURVEYOR NO. 1000, HAVE EXAMINED THE PLAT OF THE ALGER-RICHARDSON ADDITION AND THAT THE PLAT PORTALS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE EROSH CITY COUNCIL.



DATE: 11-18-10

IRON COUNTY SURVEYOR'S CERTIFICATE

I, DOUGLAS B. GRISHAM, PROFESSIONAL UTAH LAND SURVEYOR NO. 1000, HAVE EXAMINED THE PLAT OF THE ALGER-RICHARDSON ADDITION AND THAT THE PLAT PORTALS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE EROSH CITY COUNCIL.



DATE: 11-18-2010

CERTIFICATE OF RECORDING

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

DOUGLAS B. GRISHAM
IRON COUNTY SURVEYOR

ANNEXATION PLAT

Alger-Richardson Addition

SW 1/4 SECTION 11, T35S, R11W, S1B & M
IRON COUNTY, UTAH

PREPARED BY:
Grimshaw Surveying, Inc.
548 East Main Street
Broomfield, CO 80020
Phone: (303) 588-9138

DATE: 12/2/2009
BY: _____
SCALE: 1" = 200'

DRAWN BY: DOUG GRISHAM
TEXT LOCATION: LAND PROJECTS/SEC CONTROL/SURVEY/ALGER-RICHARDSON
FILE NAME: ALGER-RICHARDSON-ANNEXATION.DWG
DRAWING NAME: ALGER-RICHARDSON-ANNEXATION.DWG
COORDINATES: BRG COORDS/IRONCH/2009/025

ALGER-RICHARDSON ADDITION DESCRIPTION
THIS PLAT SHOWS THE ANNEXATION OF THE SW 1/4 OF SECTION 11, T35S, R11W, S1B & M AND PORTION THEREOF AS SHOWN BY THE 1/4 SECTION LINE, THENCE N 00°00'47" E ALONG SAID LINE 2,403.45 FEET TO THE X SECTION LINE, THENCE S 89°23'54" E 132.00 FEET TO THE Y SECTION LINE, THENCE N 00°00'47" E ALONG SAID LINE 3,070.71' W ALONG THE X SECTION LINE 1985.00 FEET, THENCE N 89°23'54" E 350.00 FEET, THENCE S 00°00'00" W 800.00 FEET, THENCE N 89°23'54" E 350.00 FEET TO THE Y SECTION LINE AND CONTAINS 76.547 ACRES.

GRAPHIC SCALE
1 inch = 500 ft.

SECTION 11, T35S, R11W, S1B & M
Scale: 1" = 1000'

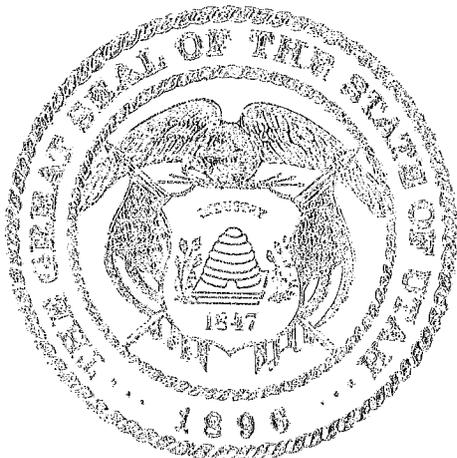
STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
the CITY OF PAROWAN, dated December 10th, 2009, complying with Section 10-2-
425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to the CITY OF PAROWAN,
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 21st day of
December, 2010 at Salt Lake City, Utah.

GREG BELL
Lieutenant Governor

ORDINANCE NO. 2009-12-02

WARD H. GUBLER AND JUDY A. GUBLER, TRUSTEES OF THE WARD H. GUBLER AND JUDY A. GUBLER REVOCABLE LIVING TRUST - ANNEXATION BETWEEN 400 AND 600 WEST AND 600 AND 800 NORTH, WEST OF INTERSTATE 15

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 fifty-one and one-half (51.5) 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 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 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 Jan. 28, 2010, 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. ALSO ATTACHED AS EXHIBIT

00603267

B: 1191 P: 443 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 1 of 14
05/06/2010 04:01:58 PM By PAROWAN CITY CORPORATION

"A" IS THE ANNEXATION AGREEMENT.

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, and hereby extended accordingly.

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

Description Number One: THE SW 1/4SE1/4 OF SECTION 11, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 11 TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M, THENCE N. 0°24'45" E. ALONG THE 1/4 SECTION LINE 1330.97 FEET TO THE NORTHWEST CORNER OF SAID SW1/4SE1/4, THENCE S. 89°45'08" E. ALONG THE 1/16 LINE 1324.07 FEET TO THE NORTHEAST CORNER OF SAID SW1/4SE1/4, THENCE S. 0°28'11" W. ALONG THE 1/16 LINE 1329.35 FEET TO THE SOUTHEAST CORNER OF SAID SW1/4SE1/4, THENCE N. 89°49'21" W. ALONG THE SECTION LINE 1322.75 FEET TO THE POINT OF BEGINNING. CONTAINS 40.41 ACRES.

Description Number Two: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SLB&M THENCE S. 0°14'51" W. ALONG THE 1/4 SECTION LINE 937.52 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 23,058.31 FEET A DISTANCE OF 446.07 FEET (THE CHORD OF SAID CURVE BEARS S. 55°46'45" W. 446.07 FEET), THENCE S. 53°54'44" W. 234.11 FEET TO THE SOUTH LINE OF THE NE1/4NW1/4 OF SAID SECTION 14, THENCE N. 89°53'27" W. ALONG THE 1/16 LINE 759.55 FEET, THENCE N. 0°09'12" E. 4.87 FEET, THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE 15 FRONTAGE ROAD ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 22,658.31 FEET A DISTANCE OF 1280.64 FEET (THE CHORD OF SAID CURVE BEARS N. 56°53'45" E. 1280.47 FEET) TO A POINT OF CURVE ON CURVE, THENCE NORTHEASTERLY AROUND THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 500.00 FEET A DISTANCE OF 476.96 FEET (THE CHORD OF SAID CURVE BEARS N. 27°56'56" E. 459.08 FEET), THENCE N. 0°37'17" E. 215.20 FEET TO THE NORTH LINE OF SAID SECTION 14, THENCE S. 89°49'17" E. ALONG THE SECTION LINE 31.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.09 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-3 (Residential 3) and R-2 (Residential 2) zones in accordance with the provisions of Chapters

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B: 1191 P: 444 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 2 of 14
05/08/2010 04:01:58 PM By PAROWAN CITY CORPORATION

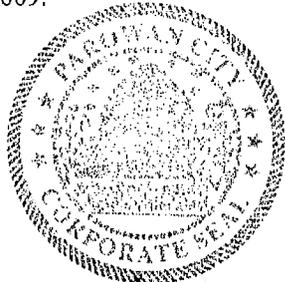


20 and 21 of Title 24 Zoning Ordinance and Section 10-9-406(1) of the Utah Code annotated, 1953, as amended.

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 December, 2009.



PAROWAN CITY

James C. Robinson
James C. Robinson, Mayor

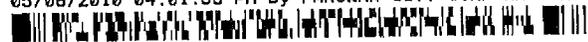
ATTEST:

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 A. Lister	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin L. Porter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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B: 1191 P: 445 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 3 of 14
05/08/2010 04:01:58 PM By PAROWAN CITY CORPORATION



**ANNEXATION AGREEMENT
PAROWAN CITY**

**(Ward H. Gubler and Judy A. Gubler, Trustees of the Ward H Gubler and Judy A. Gubler
Revocable Living Trust, Dated October 23, 2003 Annexation Petition)**

51.5 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 has posted the appropriate notice to be set and heard with the City council approving said annexation on condition of an acceptable annexation agreement being executed by the Petitioner's and after adequate notice and public comment has been provided by City residents.

The property to be annexed consists of approximately 51.5 acres. The annexation will allow developers of the property the opportunity to request access to culinary water, sewer and power, provided all development meets City specifications and complies 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. Any Property owner 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.

Page 1 of 1

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B: 1191 P: 446 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 4 of 14
05/06/2010 04:01:58 PM By PAROWAN CITY CORPORATION


All the requirements of Utah Code Annotated, §10-2-402 are met by the Petitioner. The property is being annexed for the purpose of developing R-3 (Residential 3) and R-2 (Residential 2), in accordance with the provisions of Title 24, Chapters 20-21 of the Parowan City Code. Petitioner acknowledges that Parowan City may refuse to further re-zone the property after annexation, and the designated zoning of property at the time it is annexed, may be the final zone designation.

For purposes of this Annexation Agreement, the term Petitioner means and shall reference this Petitioner or any of Petitioner's successors-in-interest who purchases or acquires the property, or any portion thereof, being annexed under this Agreement. Any developer or owner who desires to commence development of the annexed property shall be bound by the terms of this agreement which shall be recorded against the property upon execution hereof¹.

Petitioner shall comply with all federal, state and local ordinances during the development process, including recognizing and complying with all prairie dog and UDOT regulations, restrictions and requirements. Petitioner shall also develop the property in accordance and compliance with any airport overlay restrictions, as the same may apply.

SECTION THREE

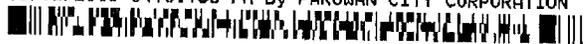
CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

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 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, terms, conditions and demands of Parowan City, as set forth hereafter, and failure to comply with the same constitutes a breach of this Agreement and Parowan City's right to refuse further development until compliance has been fully tendered and completed.

Petitioner acknowledges that as one of the conditions of all annexed property, Parowan City will require Petitioner, or its successors in interest, (hereafter collectively referred to as Petitioner), to make certain improvements to the property before a building permit will be issued. Development of the property may occur in multiple phases, with all improvements being completed for each phase of development. Said improvements shall include all offsite property development necessary to service the property, such as all current or future streets intersecting or accessing within and without any future proposed subdivision or phase, as directed by the City pursuant to City Code; and all utilities and improvements sufficient such that the annexed property and any development therein will be properly and fully serviced and fronted by

¹It is expressly understood by the parties that nothing in this Annexation Agreement is intended to waive any of the ordinances or requirements for developing a subdivision or development of the property. All ordinances, standards and requirements set forth in Parowan City Planning and Zoning Ordinances as well as Subdivision Requirements shall be complied with by the Developer or its successors in interest at the time development is requested.

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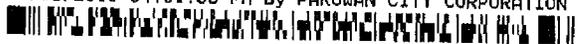
improved roads, power, sewer, water, telephone, etc., as directed by the City per City Code. All utility and street improvements, as determined necessary at the time of development or in any future phase, which are necessary to complete any portion of the development within the annexed property shall be at the expense of and borne by Petitioner. Moreover, all utilities outside the boundaries of the annexed property necessary to service the annexed property, at the time of development or thereafter, shall also be at the expense of and borne by Petitioner. Petitioner shall assure that lot lines are properly recorded and subdivided in such a manner as to assure that each lot fully complies with all zoning mandates, without variance unless otherwise approved by the Board of Adjustments. Improvements shall also include all other offsite street, utility, or other improvements reasonably necessary to serve Petitioner's property unless waived by Parowan City. All improvements and construction materials shall comply with all standards and specifications required by Utah State Code, Parowan City Ordinances, and/or Parowan City's Engineering Standards; and

At the time of development, Petitioner shall transfer to Parowan City sufficient easements and/or rights of way for installation and maintenance of all public utilities, including but not limited to, power, water, gas, cable and telephone. A legal description of such easements shall be provided, in a recordable manner, on the development plat, or by such other form as Parowan City requires to meet minimum utility specifications, at such later date and as an Exhibit, said after-created documents being 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 City may require the structures to be removed for the benefit of any utility. Removal of the structures shall be at the sole cost and expense of the then current property owner in the event the easement is utilized for placement of any utility; and

Petitioner shall submit a letter from Iron County's appropriate governing body approving the annexation of Petitioner's property as required by Parowan City to approve the annexation and shall thereafter conform to all subdivision laws prior to commencement of development; and

There may be currently located on Petitioner's Property a "ditch", "flood channel", or other type of natural water disbursement area, which currently enables flood water from surrounding properties to cross Petitioner's property whereby water is eventually disbursed in accordance with current existing flood channels into neighboring properties. If requested by Parowan City at the time of development, Petitioner shall provide an easement, at no cost to the City, to sufficiently drain and transport any 100 year flood water run-off and storm drainage through Petitioner's property to a location where the water can be disbursed in Iron County. If there is a major flood channel, then the same shall remain in the current location unless otherwise approved by the Parowan City engineer. This easement for drainage of flood water must accommodate all water accumulating from within or without Petitioner's property, and the easement shall be of sufficient size and scope to adequately address transporting all flood waters located on or which currently travel through 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

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property, Petitioner agrees to implement City approved measures to adequately divert such possible flood water and/or develop the property on a sufficient elevation to avoid possible flood damage to any developed property. Petitioner shall be responsible to control all flood or runoff water generated on Petitioners property by retaining or detaining the water as determined appropriate by Parowan City Engineers; and

Petitioner shall transfer to Parowan City sufficient culinary and/or surface water, or pay the requisite water acquisition and impact fees, as requested by Parowan City, to service the intended purposes of the subdivision/ property. Petitioner affirmatively asserts and confirms that said water conveyed to Parowan City will have or has been beneficially used in the last 7 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 7 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. Petitioner acknowledges that there is currently water appurtenant to the property which Petitioner agrees to give City a right of first refusal, (right to match any third-party purchaser's offer to purchase the water), said right to be for a period of 10 years. In the event a third-party purchaser does not elect to purchase the water, the right of first refusal shall remain in effect for any subsequent offers under the same terms and conditions set forth in this Section. City shall exercise its right of first refusal within 30 days and payment shall be rendered within 60 days; and

Water lines may or may not be available to various portions of the property. All culinary water development and improvements, including costs and materials, necessary for servicing Petitioner's property shall be paid by Petitioner including mandated fire hydrants, as directed by the City as per fire code. Petitioner shall be responsible for any offsite improvements and said additional costs therefrom to run water to Petitioner's property in accordance with the standards of Parowan City. Petitioner will assure that all water 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 structure. Petitioner shall obtain the Parowan City Fire Chief's approval and recommendation (at his reasonable discretion) for location of the fire hydrants prior to development, which shall not exceed the number of hydrants required by code. The Petitioner, or any successor in interest, shall pay all water connection fees, water development fees, and impact fees; and

Power lines may not be available and may not be located within the property. Petitioner shall pay all required power connection fees, and be responsible for any offsite/additional costs to run electricity 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, and extension of lines; all of which shall be in compliance with Parowan City's ordinances and standards, with the approval of the power department. Petitioner shall obtain all easements which shall be necessary to service Petitioner's property and to extend utility services to the boundary line of Petitioners property to service the next adjoining property. The Petitioner, or any successor in interest, shall pay all power connection fees and impact fees, as applicable; and

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Some sewer lines are located near or within the property which may be used. 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 in accordance with City code. The owner/developer will pay all costs for the sewer line installation including, but not limited to all engineering costs associated with installation of the sewer, materials and labor costs. Petitioner shall obtain all easements which shall be necessary to service Petitioner's property and to extend sewer services to the boundary line of Petitioners property to service the next adjoining property. The Petitioner, or any successor in interest, shall pay all sewer connection fees and impact fees, as applicable. Any future development or upgrade to the sewer system within the annexed property remains the responsibility of the owner/developer as required by City Ordinances; and

Inclusive of the foregoing impact fees² and in addition thereto, Petitioner or its successors in interest, shall pay all required impact fees, including but not limited to impact fees for police, parks, fire, streets, water, power, 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; and

Petitioner shall pay all Parowan City Engineering fees necessary to address Petitioner's requests during development of the property as per Parowan City Ordinances and Resolutions, now or hereafter enacted by Parowan City and as more specifically set forth hereafter.

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, engineering 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 as required by City code. 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 to service the property. Construction shall be per city Code.

²Concurrent with execution of the Annexation Agreement is an agreement for sale of certain real property by Petitioner to Parowan City, said real property being a part of the annexation. The sale of the real property constitutes a donation in part and in part a sale. Due to the donation, Parowan City has agreed to provide (or credit) to Petitioner the construction costs incurred to connect one free residential water hook up to the Petitioner's real property at a point designated by Petitioner which designation shall be adjacent to then currently existing city water lines. The City also agreed to provide Petitioner the water impact fee for one connection. This waiver of impact fee is for one connection only and any additional connections shall be in conformance with this Annexation Agreement. In addition thereto, the City agreement with LaMar and Roma Jensen to provide one 3/4 inch standard culinary water hookup shall also be honored as per City Agreement dated September 28, 1995.

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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 required improvements shall be in compliance with City Codes.

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 is intended to run with the property binding all successors in interest to any part of the annexed property. 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.

In the event that Petitioner elects to utilize Parowan City's master planned ordinance, and prior to the approval of Parowan City of any such master planned development being granted, Petitioner will be required to enter into a development agreement at the discretion of Parowan City, unless waived by Parowan City.

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

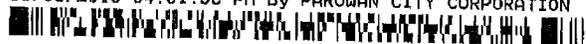
ATTORNEY FEES AND COSTS

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.

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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 both parties or authorized representative of each party.

SECTION TEN

ASSIGNMENT OF RIGHTS

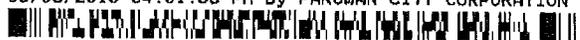
The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party, which will not be unreasonably withheld, except as otherwise expressly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

SECTION ELEVEN

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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 2009 tax rates which show that the tax rate for Iron County is .009452 and the tax rate for Parowan City is .003104 (for a total of .012556). 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 18th day of JANUARY, 2010.

[Signatures and Notary on Following Page]

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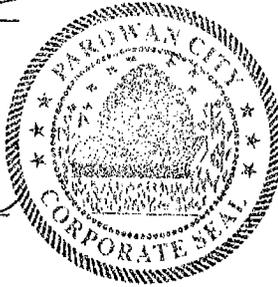


PAROWAN CITY:

Ward H. Gubler
Parowan City, Mayor

ATTEST:

Christie Latham
Parowan City Clerk



PETITIONER:

Ward H. Gubler
Ward H. Gubler, Trustee

PETITIONER:

Judy A. Gubler
Judy A. Gubler, Trustee

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STATE OF UTAH)

: ss.

COUNTY OF IRON)

On the 17th day of March, 2009, personally appeared before me Ward H. Gubler and Judy A. Gubler, Trustees of the Ward H. Gubler and Judy A. Gubler Revocable Living Trust, Dated October 23, 2003 the signers of the foregoing instrument, who duly acknowledged to me that ~~he~~ they executed the same.

For: Ward H. Gubler & Judy A. Gubler

Kari Jimenez
Notary



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Parowan City Corporation

P.O. Box 576
Parowan, Utah 84761
Phone (801) 477-3331

- James H. Rasmussen, Mayor
- Tom Gurr, City Manager

- Valorie Topham, Recorder
- Nancy Edwards, Treasurer
- Kenneth H. Adams, Justice of the Peace
- Michael W. Park, City Attorney
- Wayne C. Townsend, Chief of Police

- John C. Bentley, Councilman
- Steven D. Decker, Councilman
- Bruce deW. Matheson, Councilman
- Carey W. Shurtleff, Councilwoman
- James Alan Stones, Councilman

AGREEMENT

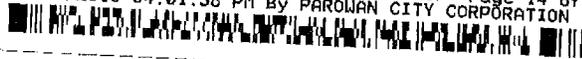
LAMAR & ROMA JENSEN 3/4" CULINARY WATER HOOKUP

Parowan City agrees by a motion passed by the Parowan City Council on September 28, 1995 to give LaMar and Roma Jensen one 3/4" standard culinary water hookup to their property at approximately 625 North 500 West. This allowance for the water hookup will be transferable with the property, and will include one standard 3/4 inch water meter.


James H. Rasmussen, Mayor

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ORDINANCE NO. 2009-12-02

WARD H. GUBLER AND JUDY A. GUBLER, TRUSTEES OF THE WARD H. GUBLER AND JUDY A. GUBLER REVOCABLE LIVING TRUST - ANNEXATION BETWEEN 400 AND 600 WEST AND 600 AND 800 NORTH, WEST OF INTERSTATE 15

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 fifty-one and one-half (51.5) 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 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 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 Jan. 28, 2010, 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. ALSO ATTACHED AS EXHIBIT

BEFORE ANNEXATION	ACCOUNT NUMBER	AFTER ANNEXATION
C-880-1	# 374279	A-2071-1
C-880-2	# 374287	A-2071-2
C-880-2-1	# 492543	A-2071-3

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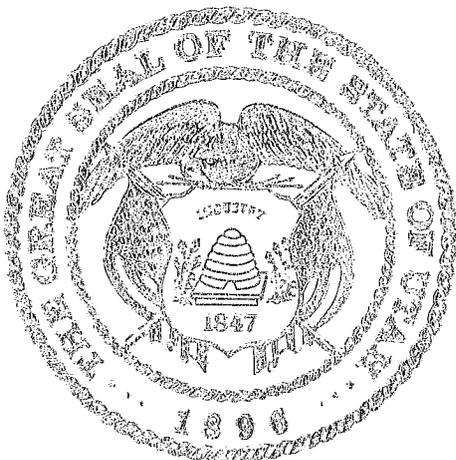
STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
the CITY OF PAROWAN, dated December 11th, 2008, complying with Section 10-2-
425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to the CITY OF PAROWAN,
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 21st day of
December, 2010 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Greg Bell".

GREG BELL
Lieutenant Governor

ORDINANCE NO. 2008-12-01

(FRANK NICHOLS/RUSSELL LIMB ANNEXATION - LOCATED NORTHWEST OF STATE ROAD 271 AND EAST OF I-15 BY PAROWAN AIRPORT)

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 115.87 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 December 11, 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:

BEGINNING S89°51'02"W, 2484.63 FEET ALONG THE 1/4 SECTION LINE FROM THE E 1/4 CORNER OF SECTION 12, T34S, R9W, SLB&M; THENCE S89°51'02"W, 1999.28

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B: 1192 P: 1463 Fee \$0.00
Debbie B. Johnson, Iron County Recorder Page 1 of 12
05/28/2010 09:07:33 AM By PAROWAN CITY CORPORATION

(Ordinance No. 2008-12-01 - Nichols/Limb Annexation)



FEET ALONG SAID SECTION LINE TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT HAVING A RADIUS OF 758.51 FEET AND A CENTRAL ANGLE OF 20°51'06" (RADIUS POINT BEARS N24°02'08"W); THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15 AND THE ARC OF SAID CURVE 276.04 FEET; THENCE N45°11'57"E, 196.46 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 22778.31 AND A CENTRAL ANGLE OF 1°35'44" (RADIUS POINT BEARS N47°36'40"W); THENCE ALONG THE ARC OF SAID CURVE 634.35 FEET; THENCE N39°28'31"E, 2460.21 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY N89°46'29"E, 1068.51 FEET ALONG THE SECTION LINE; THENCE SO°04'16"E, 1609.14 FEET; THENCE S53°22'34"W, 1771.95 FEET TO THE POINT OF BEGINNING.

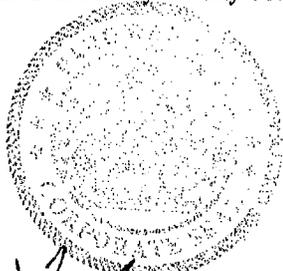
3. The zoning map of Parowan City shall be amended to include the real property described above in Paragraph 2.

4. The real property, described in Paragraph 2 above, shall be classified as being in the I & M - Industrial and Manufacturing 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 11th day of December, 2008.



PAROWAN CITY

James C. Robinson, Mayor

Attest:

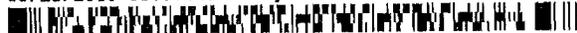
Valorie Topham, City Recorder

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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 Debbie B. Johnson, Iron County Recorder Page 2 of 12
 05/28/2010 09:07:33 AM By PAROWAN CITY CORPORATION

(Ordinance No. 2008-12-01 - Nichols/Limb Annexation)



**ANNEXATION AGREEMENT
PAROWAN CITY**

(Frank Nichols & Russell Limb Annexation Petition)
115.87 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 has posted the appropriate notice to be set and heard with the City council approving said annexation on condition of an acceptable annexation agreement being executed by the Petitioner's and after adequate notice and public comment has been provided by City residents.

The property to be annexed consists of approximately 115.87 acres. The annexation will allow developers of the property the opportunity to request access to culinary water, sewer and power, provided all development meets City specifications and complies 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.

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All the requirements of Utah Code Annotated, §10-2-402 are met by the Petitioner. The property is being annexed for the purpose of developing Industrial and Manufacturing - I & M Zone, in accordance with the provisions of Title 24, Chapter 29. Petitioner acknowledges that Parowan City may refuse to further re-zone the property after annexation, and the designated zoning of property at the time it is annexed, may be the final zone designation.

For purposes of this Annexation Agreement, the term Petitioner means and shall reference this Petitioner or any of Petitioner's successors-in-interest who purchases or acquires the property, or any portion thereof, being annexed under this Agreement. Any developer or owner who desires to commence development of the annexed property shall be bound by the terms of this agreement which shall be recorded against the property upon execution hereof.

Petitioner shall comply with all federal, state and local ordinances during the development process, including recognizing and complying with all prairie dog and UDOT regulations, restrictions and requirements. Petitioner shall also develop the property in accordance and compliance with any airport overlay restrictions.

SECTION THREE

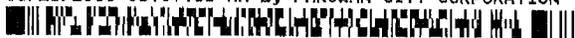
CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

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 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, terms, conditions and demands of Parowan City, as set forth hereafter, and failure to comply with the same constitutes a breach of this Agreement and Parowan City's right to refuse further development until compliance has been fully tendered and completed.

Petitioner acknowledges that as one of the conditions of all annexed property, Parowan City will require Petitioner, or its successors in interest, (hereafter collectively referred to as Petitioner), to make certain improvements to the property before a building permit will be issued. Development of the property may occur in multiple phases, with all improvements being completed for each phase of development. Said improvements shall include all offsite property development necessary to service the property, such as all current or future streets intersecting or accessing within and without any future proposed subdivision or phase, as directed by the City; and all utilities and improvements sufficient such that the annexed property and any development therein will be properly and fully serviced and fronted by improved roads, power, sewer, water, telephone, etc., as directed by the City. All utility and street improvements, as determined necessary at the time of development or in any future phase, which are necessary to complete any

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ent is intended to waive any of the ordinances or requirements for developing a Parowan City Planning and Zoning Ordinances as well as Subdivision Requirements requested.

portion of the development within the annexed property shall be at the expense of and borne by Petitioner. Moreover, all utilities outside the boundaries of the annexed property necessary to service the annexed property, at the time of development or thereafter, shall also be at the expense of and borne by Petitioner. Petitioner shall assure that lot lines are properly recorded and subdivided in such a manner as to assure that each lot fully complies with all zoning mandates, without variance unless otherwise approved by the Board of Adjustments. Improvements shall also include all other offsite street, utility, or other improvements reasonably necessary to serve Petitioner's property unless waived by Parowan City. All improvements and construction materials shall comply with all standards and specifications required by Utah State Code, Parowan City Ordinances, and/or Parowan City's Engineering Standards; and

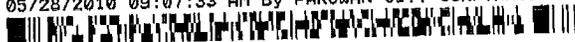
At the time of development, Petitioner shall transfer to Parowan City sufficient easements and/or rights of way for installation and maintenance of all public utilities, including but not limited to, power, water, gas, cable and telephone. A legal description of such easements shall be provided, in a recordable manner, on the development plat, or by such other form as Parowan City requests, at such later date and as an Exhibit, said after-created documents being 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 City may require the structures to be removed for the benefit of any utility. Removal of the structures shall be at the sole cost and expense of the then current property owner in the event the easement is utilized for placement of any utility; and

Petitioner shall submit a letter from Iron County's appropriate governing body approving the annexation of Petitioner's property as required by Parowan City to approve the annexation and shall thereafter conform to all subdivision laws prior to commencement of development; and

There may be currently located on Petitioner's Property a "ditch", "flood channel", or other type of natural water disbursement area, which currently enables flood water from surrounding properties to cross Petitioner's property whereby water is eventually disbursed in accordance with current existing flood channels into neighboring properties. If requested by Parowan City at the time of development, Petitioner shall provide an easement, at no cost to the City, to sufficiently drain and transport any 100 year flood water run-off and storm drainage through Petitioner's property to a location where the water can be disbursed in Iron County. All major flood channels shall remain in the current location unless otherwise approved by the Parowan City engineer. This easement for drainage of flood water must accommodate all water accumulating from within or without Petitioner's property, and the easement shall be of sufficient size and scope to adequately address transporting all flood waters located on or which currently travel through 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 develop the property on a sufficient elevation to avoid possible flood damage to any developed property. Petitioner shall be responsible to control all flood or runoff water generated on Petitioner's

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property by retaining or detaining the water as determined appropriate by Parowan City Engineers; and

Petitioner shall transfer to Parowan City sufficient culinary and/or surface water, or pay the requisite water acquisition and impact fees, as requested by Parowan City in its sole discretion, to service the intended purposes of the subdivision/ property. Petitioner affirmatively asserts and confirms that said water conveyed to Parowan City will have or has been beneficially used in the last 7 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 7 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; and

Water lines are not available and are not presently within the property. All culinary water development and improvements, including costs and materials, necessary for servicing Petitioner's property shall be paid by Petitioner including mandated fire hydrants, as directed by the City in its sole discretion. Petitioner shall be responsible for any offsite improvements and said additional costs therefrom to run water to Petitioner's property in accordance with the standards of Parowan City. Petitioner will assure that all water 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 structure. Petitioner shall obtain the 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, water development fees, and impact fees; and

Power lines are not available and are not presently within the property. Petitioner shall pay all required power connection fees, and be responsible for any offsite/additional costs to run electricity 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, and extension of lines; all of which shall be in compliance with Parowan City's ordinances and standards, with the approval of the power department. Petitioner shall obtain all easements which shall be necessary to service Petitioner's property and to extend utility services to the boundary line of Petitioner's property to service the next adjoining property. The Petitioner, or any successor in interest, shall pay all power connection fees and impact fees, as applicable; and

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 all engineering costs associated with installation of the sewer, materials and labor costs. Petitioner shall obtain all easements which shall be necessary to service Petitioner's property and to extend sewer services to the boundary line of Petitioner's property to service the next adjoining property. The Petitioner, or any successor in interest, shall pay all sewer connection fees and impact fees, as

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applicable. Any future development or upgrade to the sewer system within the annexed property remains the responsibility of the owner/developer as required by City Ordinances; and

Inclusive of the foregoing impact fees and in addition thereto, Petitioner or its successors in interest, shall pay all required impact fees, including but not limited to impact fees for police, parks, fire, streets, water, power, 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; and

Petitioner further acknowledges that the annexed property is located near the airport, and development of the property shall be in compliance with the airport overlay ordinance, as the same may be applicable.

Petitioner shall pay all Parowan City Engineering fees necessary to address Petitioner's requests during development of the property as per Parowan City Ordinances and Resolutions, now or hereafter enacted by Parowan City and as more specifically set forth hereafter.

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 costs for materials and improvements set forth herein, all development costs, attorney fees, engineering 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.

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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 is intended to run with the property binding all successors in interest to any part of the annexed property. 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.

In the event that Petitioner elects to utilize Parowan City's master planned ordinance, and prior to the approval of Parowan City of any such master planned development being granted, Petitioner will be required to enter into a development agreement at the discretion of Parowan City, unless waived by Parowan City.

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.

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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 both parties or authorized representative of each party.

SECTION TEN

ASSIGNMENT OF RIGHTS

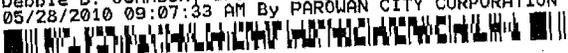
The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express, and written consent of the other party, which will not be unreasonably withheld, except as otherwise expressly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

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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 2008 tax rates which show that the tax rate for Iron County is .008406 and the tax rate for Parowan City is .002908 (for a total of .009465). 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 11th day of December, 2008.

[Signatures and Notary on Following Page]

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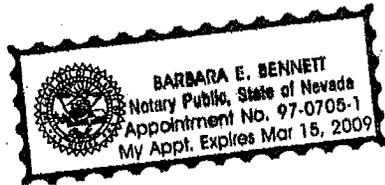
PETITIONER:

Cam Walker
Cam Walker

STATE OF ^{Nevada}UTAH)
COUNTY OF ^{Clark}IRON) :ss.

On the 3rd day of March, 2009, personally appeared before me
Cam Walker, the signers of the foregoing instrument, who duly acknowledged to
me that he executed the same.

Barbara E. Bennett
Notary



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ORDINANCE NO. 2008-12-01

(FRANK NICHOLS/RUSSELL LIMB ANNEXATION - LOCATED NORTHWEST OF STATE ROAD 271 AND EAST OF I-15 BY PAROWAN AIRPORT)

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 115.87 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 December 11, 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:

BEGINNING S89°51'02"W, 2484.63 FEET ALONG THE 1/4 SECTION LINE FROM THE E 1/4 CORNER OF SECTION 12, T34S, R9W, SLB&M; THENCE S89°51'02"W, 1999.28

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(Ordinance No. 2008-12-01 - Nichols/Limb Annexation)



OLD SERIAL No. ACCOUNT # NEW SERIAL No.

C-926 — #97706 — A-2071

C-928 — #97748 — A-2072

C-930 — #97292 — A-2073 (9.18 Ac)

STATE OF UTAH

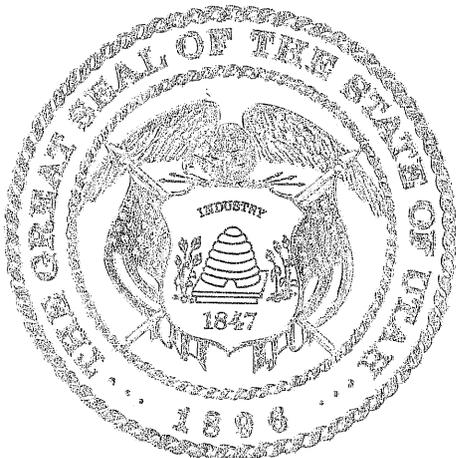


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, dated April 26th, 2010, complying with Section 17C-1-201, 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 IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, 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 3rd day of May, 2010.



GREG BELL
Lieutenant Governor

One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
TEL 801.531.3000
FAX 801.531.3001
www.ballardspahr.com

M. Michelle Allred
Direct: 801.517.6877
Fax: 801.531.3001
allredm@ballardspahr.com

April 29, 2010

Lieutenant Governor's Office
State Capitol Building, Suite 220
Salt Lake City, Utah 84114

Re: **CREATION OF IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

To Whom It May Concern:

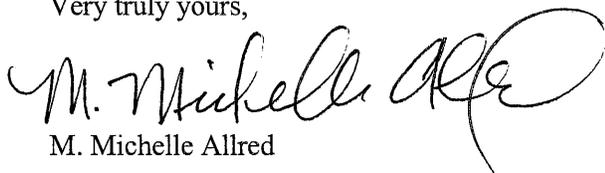
In accordance with Section 17C-1-201 of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies, Utah Code Annotated 1953, as amended, we hereby file the following, on behalf of the Board of County Commissioners of Iron County, Utah (the “Commissioners”):

- a copy of Ordinance No. 2010-3 adopted by the Commissioners to create the Iron County Community Development and Renewal Agency (the “Agency”);
- a Notice of Impending Boundary Action with regard to the creation of the Agency; and
- a copy of an approved final local entity plat with regard to the creation of the Agency.

The geographic boundaries of the Agency shall be coterminous with the geographic boundaries of the unincorporated area of Iron County and as otherwise authorized by law. In accordance with Section 17C-1-201 of Utah Code, we request the Lieutenant Governor to issue a certificate of creation for the Agency.

If you have any questions, please contact me at (801) 517-6877.

Very truly yours,



M. Michelle Allred

MMA/kt
Enclosures

Received

MAY - 3 2010

**Greg Bell
Lieutenant Governor**

Parowan, Utah
April 26, 2010

The Board of County Commissioners (the "Board") of Iron County, Utah, met in regular public session at its regular meeting place of the Board in Parowan, Utah, on April 12, 2010, at 9:00 am. The meeting was called to order by the Wayne Smith with the following being present, and constituting a quorum:

Wayne A. Smith	Chair
Alma L. Adams	Commissioner
Lois L. Bulloch	Commissioner

Also present:

David I. Yardley	County Clerk
Michael Edwards	Deputy County Attorney

After the meeting had been duly called to order and after other matters not pertinent to this Ordinance had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this April 12, 2010 meeting was presented to the County Commission, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Ordinance was approved and adopted on the following recorded vote:

AYE: Wayne A. Smith
 Lois L. Bulloch
 Alma L. Adams

NAY: None

The Ordinance was then signed by the Chair in open meeting and recorded by the Clerk in the official records of Iron County, Utah. The Ordinance is as follows:

ORDINANCE NO. 2010-3

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
(THE "BOARD") OF IRON COUNTY, UTAH (THE "COUNTY"),
CREATING A COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY AND RELATED MATTERS.**

WHEREAS, the Board of County Commissioners (the "Board") of Iron County, Utah (the "County"), desires to create a Community Development and Renewal Agency (the "Agency") pursuant to the provisions of the Limited Purpose Local Government Entities – Community Development and Renewal Agencies, Title 17C, Utah Code Annotated, 1953, as amended (the "Act"), to undertake or promote urban renewal, economic development, or community development, or any combination of them; and

WHEREAS, the Board hereby finds and determines that the public health, convenience and necessity require the creation of an Agency; and

WHEREAS, it is necessary to authorize the establishment of an Agency under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the Board hereby recognizes that Iron County qualifies as a low-income New Market Tax Credit Community under Census Tracts 49021110100, 49021110200, 49021110300, 49021110400, 49021110500, 49021110600, 49021110700 and also has one of the lowest per capita income rates as well as one of the highest poverty rates in the State of Utah. The purpose of this agency is to facilitate redevelopment efforts and have a positive influence on businesses and economic development in areas that are underutilized, blighted or under economic stress:

NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF IRON COUNTY, UTAH ORDAINS AS FOLLOWS:

1. All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board and by the officers of the County directed toward the creation and establishment of a Agency, are hereby ratified, approved, and confirmed.
2. The Board hereby creates an Agency to be known as the "Iron County Community Development and Renewal Agency" (the "Iron County Agency"). The Iron County Community Development and Renewal Agency will be deemed created upon the issuance by the Lieutenant Governor of a certificate of creation under the Act.
3. The geographic boundaries of the Iron County Community Development and Renewal Agency shall be coterminous with the geographic boundaries

of the unincorporated area of the Iron County as of the date hereof and as otherwise authorized by law.

4. The governing board of the Iron County Community Development and Renewal Agency shall be a three member board consisting of the members of the Iron County Board of Commissioners. Upon a change in the membership of the Iron County Board of Commissioners, the governing board of the Iron County Community Development and Renewal Agency shall likewise change to match the membership of the County Board.

5. Within 10 days of the adoption of this Ordinance, the Board shall file or cause to be filed with the Utah Lieutenant Governor a notice of this Ordinance, including therewith a copy of this Ordinance as required by the Act.
6. The appropriate officers of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.
7. If any one or more sections, sentences, clauses, or parts of this Ordinance shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Ordinance so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.
8. Immediately after its adoption, this Ordinance shall be signed by the Chair of the Board and attested by the County Clerk and shall be recorded in the ordinance book kept for that purpose. A summary of this Ordinance shall be published once in Spectrum/Daily News, a newspaper published and having general circulation in the County, and shall take effect immediately upon its passage and approval and publication as required by law, but in no event earlier than 15 days after its passage.
9. All ordinances or resolutions of the County in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Ordinance, by-law or regulation, or part thereof, heretofore repealed.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF IRON
COUNTY, UTAH THIS 26th day of April, 2010.

(SEAL)



By: Wayne A. Smith
Chair

ATTEST:

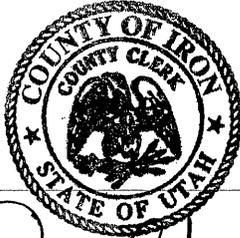
By:

David J. Gardley
County Clerk

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the Board adjourned.

(SEAL)



By: Wayne A. Smith
Chair

ATTEST:

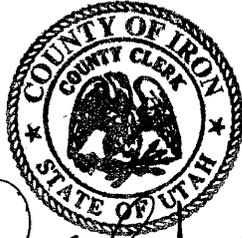
By: David J. Yardley
County Clerk

STATE OF UTAH)
) ss.
COUNTY OF IRON)

I, David I. Yardley, the duly qualified and acting County Clerk of Iron County, Utah (the "County"), do hereby certify according to the records of the County in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the regular meeting of the County's Board of County Commissioners held on April 26, 2010, as it pertains to an ordinance (the "Ordinance") adopted by the Board of County Commissioners at said meeting, including the Ordinance, as said minutes and Ordinance are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the County this 26th day of April, 2010.

(SEAL)



By: _____

Iron County Clerk

David I. Yardley

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, David I. Yardley, the undersigned County Clerk of Iron County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, 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 April 12, 2010, public meeting held by the Board of County Commissioners as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the County on April 21, 2010, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Spectrum/Daily News, on April 21, 2010, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2010 Annual Meeting Schedule for the Board of County Commissioners (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Board of the County to be held during the year, by causing said Notice to be (i) posted on December 16, 2009, at the principal office of the County, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on December 22, 2009 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 26th day of April, 2010.

(SEAL)



By: David I. Yardley
Iron County Clerk

SCHEDULE 1
NOTICE OF MEETING

NOTICE AND AGENDA OF A MEETING OF THE

**BOARD OF COMMISSIONERS OF THE COUNTY OF IRON
STATE OF UTAH**

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Iron, State of Utah, will hold a Public Meeting in Commission Chambers at the Iron County Courthouse, 68 South 100 East, Parowan, Utah on **Monday, the 26th Day of April 2010** at the hour of 9:00 o'clock a.m.

AGENDA

- 9:00 A.M. PLEDGE OF ALLEGIANCE, REPORTS, APPROVE MINUTES, APPROVE WARRANTS, DEPARTMENT REPORTS (Assessor, Auditor, Treasurer, Council on Aging) ETC:
- 10:30 A.M. DISCUSS IDEAS FOR STATE-FEDERAL LAND EXCHANGES IN IRON COUNTY. Requested by Kevin Carter & John Andrews, SITLA.
- 10:45 A.M. NOTIFICATION OF A CONDITIONAL USE PERMIT REQUEST FOR A GUEST HOUSE. Property Owned by Scott W. Day and Kila K. Day, Within the W1/2NE1/4NE1/4 Section 19, Township 35S, Range 11W, SLM, at 3831 W 4000 North, Cedar City. Presented by Chad Nay, Iron County Building Official & Zoning Administrator.
- 11:00 A.M. NON-PERMANENT TAKE REQUEST FOR UTAH PRAIRIE DOGS. Requested by Adam Kavalunas, UDWR.
- 11:15 A.M. AMEND ORDINANCE 2010-3 TO CORRECT EXHIBIT ATTACHMENT ERROR
- 11:30 A.M. PERSONNEL MATTERS:
1. New Hires
 2. Promotions
 3. Position Justification and Workforce Assessment Approval
 4. Approval of Policy Section 17 - Workers Compensation
 5. Contract for Services Natural Resource Manager
- 1:30 P.M. PUBLIC HEARING - AMENDMENTS TO IRON COUNTY CODE (ZONING ORDINANCE-SOLAR ENERGY)

1:45 P.M. PUBLIC COMMENT PERIOD: Limited to 3 Minutes Per Person

2:00 P.M. CLOSED MEETING for the Purpose of a Strategy Session to Discuss Pending or Reasonably Imminent Litigation.

NON - DELEGATED ITEMS

1. Prairie Dog Matters.
 2. Calender Schedule Coordination.
 3. County Board Appointments
-

In compliance with the Americans With Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Iron County Clerk, 68 South 100 East, Parowan, Utah 84761 Phone (435) 477-8340 at least three days prior to the meeting to be attended.

SCHEDULE 2
ANNUAL MEETING NOTICE
PUBLIC NOTICE
2010 IRON COUNTY COMMISSION MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the regular Iron County Commission meetings for 2010 have been scheduled on the following dates:

January 11	January 25
February 8	February 22
March 8	March 22
April 12	April 26
May 10	May 24
June 14	June 28
July 2 (Friday) 12:00 Noon Canvass Primary Election Results	
July 12	July 26
August 9	August 23
September 13	September 27
October 11	October 25
November 8	November 22
November 15 12:00 Noon Canvass Election Results	
December 13 (Final Budget Hearing 10:00 A.M.)	
December 20	

Meetings will be held in the Iron County Commission Chambers, 68 South 100 East, Parowan, UT beginning at 9:00 A.M.

Persons or groups wishing to address the Commission must make an appointment with the Iron County Clerk by the **Monday preceding the scheduled meeting. Agenda is closed at 5:00 p.m. Monday preceding scheduled meeting. No late agenda items will be accepted. All action items must be included on the agenda to be considered.**

BOARD OF IRON COUNTY COMMISSIONERS

David I. Yardley
Iron County Clerk

NOTICE OF IMPENDING BOUNDARY ACTION

PLEASE TAKE NOTICE that in accordance with Section 17C-1-201 of the Limited purpose Local Government Entities – Community Development and Renewal Agencies, Utah Code Annotated 1953, as amended, the Board of County Commissioners of Iron County, Utah adopted an Ordinance on April 26 2010 to create a Community Development and Renewal Agency to be known as the “Iron County Community Development and Renewal Agency.” The boundary action to which this notice pertains is the establishment of a local entity through the creation of the Iron County Community Development and Renewal Agency, and the undersigned hereby request the issuance of a certificate of creation by the Lieutenant Governor. The undersigned hereby certify that all requirements applicable to the above-described boundary action have been met.

DATED as of this 26th day of April 2010.

BOARD OF COUNTY COMMISSIONERS OF
IRON COUNTY, UTAH

Wayne A. Smith
Chair

Luis L. Bullock
Commissioner

Alan R. [Signature]
Commissioner

(SEAL)



Attest:

David J. Yardley
County Clerk

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Debbie B. Johnson, Iron County Recorder Page 1 of 26
09/15/2010 03:55:55 PM By IRON COUNTY CLERK



Parowan, Utah
August 23, 2010

The Board of County Commissioners (the "Board") of Iron County, Utah, met in regular public session at its regular meeting place of the Board in Parowan, Utah, on August 23, 2010, at 1:30 PM. The meeting was called to order by the Wayne A. Smith with the following being present, and constituting a quorum:

Wayne A. Smith	Chair
Alma L. Adams	Commissioner
Lois L. Bulloch	Commissioner

Also present:

David I. Yardley	County Clerk
Michael Edwards	Deputy County Attorney
Reed Erickson	County Administrator

After the meeting had been duly called to order and after other matters not pertinent to this Ordinance had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this August 23, 2010 meeting was presented to the County Commission, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Ordinance was approved and adopted on the following recorded vote:

AYE:

Wayne A. Smith
Alma L. Adams
Lois L. Bulloch

NAY:

The Ordinance was then signed by the Chair in open meeting and recorded by the Clerk in the official records of Iron County, Utah. The Ordinance is as follows:

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ORDINANCE NO. 2010-6

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS (THE
"BOARD") OF IRON COUNTY, UTAH (THE "COUNTY"), ADOPTING THE
COMMUNITY DEVELOPMENT PROJECT AREA PLAN DATED AUGUST 23,
2010 AND ENTITLED "UTAH RED HILLS RENEWABLE PARK CDA"**

WHEREAS, the Board, desires to adopt a community development project area plan pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies, Title 17C, Utah Code Annotated, 1953, as amended (the "Act"):

NOW, THEREFORE, THE COUNTY LEGISLATIVE BODY OF IRON COUNTY, UTAH ORDAINS AS FOLLOWS:

1. All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board and by the officers of the County directed toward the adoption of a community development project area plan, are hereby ratified, approved, and confirmed.
2. The Board hereby adopts the community development project area plan, dated August 23, 2010 and entitled Utah Red Hills Renewable Park CDA (the "Approved Plan") which was previously approved by the governing board of the Iron County Community Development and Renewal Agency (the "Agency"). The Approved Plan is attached hereto as Exhibit [B].
3. The Board hereby designates the Approved Plan as the official community development plan of the project area.
4. The appropriate officers of the County are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.
5. If any one or more sections, sentences, clauses, or parts of this Ordinance shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Ordinance so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Ordinance in any one or more instances

shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

6. Immediately after its adoption, this Ordinance shall be signed by the Chair of the Board and attested by the County Clerk and shall be recorded in the ordinance book kept for that purpose. A summary of this Ordinance and a statement that the project area plan is available for general public inspection, along with the hours of inspection, shall be published once in The Spectrum/Daily News, a newspaper published and having general circulation in the County, and shall take effect immediately upon its passage and approval and publication as required by law, but in no event earlier than 15 days after its passage.
7. All ordinances or resolutions of the County in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Ordinance, by-law or regulation, or part thereof, heretofore repealed.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF IRON COUNTY,
UTAH THIS 23rd day of August 2010.

(SEAL)



By: _____

Wayne A. Smith, Chair

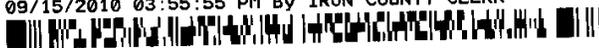
ATTEST:

By: _____

David I. Yardley, County Clerk

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(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the Board adjourned.

(SEAL)



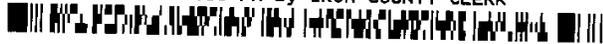
By: Wayne A. Smith
Wayne A. Smith, Chair

ATTEST:

By: David I. Yardley
David I. Yardley, County Clerk

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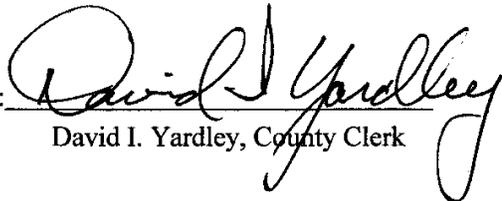
STATE OF UTAH)
) ss.
COUNTY OF IRON)

I, David I. Yardley, the duly qualified and acting County Clerk of Iron County, Utah (the "County"), do hereby certify according to the records of the County in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the regular meeting of the County's Board of County Commissioners held on August 23, 2010, as it pertains to an ordinance (the "Ordinance") adopted by the Board at said meeting, including the Ordinance, as said minutes and Ordinance are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the County this 23rd day of August, 2010.

(SEAL)



By: 
David I. Yardley, County Clerk

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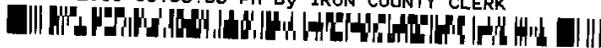


EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, David I. Yardley, the undersigned County Clerk of Iron County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, 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 August 23, 2010, public meeting held by the Board of County Commissioners as follows:

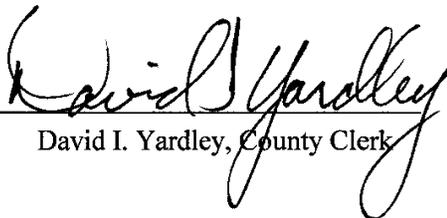
- a. By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the County on August 19, 2010, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;
- b. By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Spectrum/Daily News, on August 18, 2010, at least twenty-four (24) hours prior to the convening of the meeting; and
- c. By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2010 Annual Meeting Schedule for the Board of County Commissioners (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Board of the County to be held during the year, by causing said Notice to be (i) posted on December 22, 2009, at the principal office of the County, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on December 22, 2009 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 23rd day of August, 2010.

(SEAL)



By: 
David I. Yardley, County Clerk

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SCHEDULE 1

NOTICE AND AGENDA OF A MEETING OF THE

**BOARD OF COMMISSIONERS OF THE COUNTY OF IRON
STATE OF UTAH**

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Iron, State of Utah, will hold a Public Meeting in Commission Chambers at the Iron County Courthouse, 68 South 100 East, Parowan, Utah on **Monday, the 23rd Day of August 2010** at the hour of 9:00 o'clock a.m.

AGENDA

- 9:00 A.M. PLEDGE OF ALLEGIANCE, REPORTS, APPROVE MINUTES, APPROVE WARRANTS, DEPARTMENT REPORTS (Clerk, Human Resources, Recorder, Sheriff, Justice Court, Economic Development), ETC.
- 10:45 A.M. PREDATOR CONTROL CONTRACT APPROVAL - FY2010.
- 11:00 A.M. GREEN HOLLOW LANDSLIDE SCOPE OF WORK STUDY.
- 11:30 A.M. PERSONNEL MATTERS:
1. New Hires
 2. Promotions
 3. Position Justification and Workforce Assessment Approval
 4. Discuss Personnel Policy Revisions Section 2, Section 18, and Section 42.
- 11:50 A.M. PUBLIC COMMENTS
- 1:30 P.M. PUBLIC HEARING DRAFT COMMUNITY DEVELOPMENT PLAN.
The Iron County Community Development and Renewal Agency will hold a public hearing during the regularly scheduled meeting of the Iron County Commission on Monday, August 23rd at 1:30 p.m. at the Iron County Courthouse located at 68 South 100 East, Parowan, Utah. The purpose of the public hearing will be to receive comments concerning the adoption of a Community Development and Renewal Agency plan requested by Dennis/Marilee A Stowell Living Trust, Tim Tennis and Parowan Valley Holdings LLC., Scatec Solar North America, Inc.
- Adopt Iron County Community Development and Renewal Agency Resolution 2010-2 Approving the Community Development Plan.
- 1:45 P.M. IRON COUNTY ORDINANCE 2010-6 an Ordinance of the Board of County Commissioners (The "Board") of Iron County, Utah (The "County"), adopting the

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community development project area plan dated August 23, 2010 and entitled "Utah Red Hills Renewable Park CDA"

- 2:00 P.M. PUBLIC HEARING. RESOLUTION 2010-5 AUTHORIZING ADJUSTMENTS IN THE 2010 BUDGET.
- 2:15 P.M. GENPACK EXPANSION INCENTIVE AGREEMENT. Presented by Brennan Wood, Iron County/Cedar City Economic Development Director.
- 2:30 P.M. INDEPENDENT AUDITORS REPORT FOR 2009. Presented by Wayne Everett of Hafen, Buckner, Everett, & Graff.
- 3:00 P.M. CLOSED SESSION a strategy session to discuss the purchase, exchange, or lease of real property if public discussion of the transaction would: (I) disclose the appraisal or estimated value of the property under consideration; or (ii) prevent the public body from completing the transaction on the best possible terms; strategy sessions to discuss the sale of real property if: (I) public discussion of the transaction would: (A) disclose the appraisal or estimated value of the property under consideration; or (B) prevent the public body from completing the transaction on the best possible terms; (ii) the public body previously gave public notice that the property would be offered for sale; and (iii) the terms of the sale are publicly disclosed before the public body approves the sale.
- 3:15 P.M. CLOSED MEETING in accordance with Utah Code 52-4 et. seq. for the purpose of a strategy session to discuss pending or reasonably imminent litigation.

NON - DELEGATED ITEMS

1. Prairie Dog Matters.
2. Calender Schedule Coordination.
3. Roll-Back Tax

In compliance with the Americans With Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Iron County Clerk, 68 South 100 East, Parowan, Utah 84761 Phone (435) 477-8340 at least three days prior to the meeting to be attended.

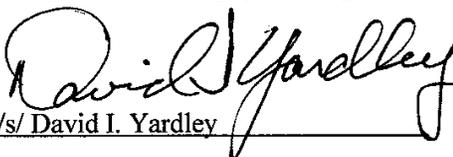
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Certificate of Posting

I hereby certify that copies of this notice have been posted in three public places within the limits of Iron County, to wit: Iron County Courthouse, Cedar City Offices, and the Iron County Justice Center. It has also been posted to the State of Utah Public Notice Website this 18th day of August 2010 and have caused a copy to be delivered to the Spectrum/Daily News, a newspaper with general circulation within Iron County.

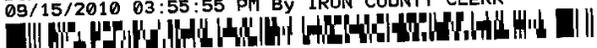

/s/ David I. Yardley

by: David I. Yardley, Iron County Clerk



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SCHEDULE 2

PUBLIC NOTICE

2010 IRON COUNTY COMMISSION MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the regular Iron County Commission meetings for 2010 have been scheduled on the following dates:

January 11	January 25
February 8	February 22
March 8	March 22
April 12	April 26
May 10	May 24
June 14	June 28
July 2 (Friday) 12:00 Noon Canvass Primary Election Results	
July 12	July 26
August 9	August 23
September 13	September 27
October 11	October 25
November 8	November 22
November 15 12:00 Noon Canvass Election Results	
December 13 (Final Budget Hearing 10:00 A.M.)	
December 20	

Meetings will be held in the Iron County Commission Chambers, 68 South 100 East, Parowan, UT beginning at 9:00 A.M.

Persons or groups wishing to address the Commission must make an appointment with the Iron County Clerk by the **Monday preceding the scheduled meeting. Agenda is closed at 5:00 p.m. Monday preceding scheduled meeting. No late agenda items will be accepted. All action items must be included on the agenda to be considered.**

BOARD OF IRON COUNTY COMMISSIONERS

David I. Yardley
Iron County Clerk

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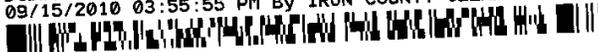
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EXHIBIT "B"
Community Development Project Area Plan

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Official Community Development Project Area Plan

Iron County, Utah

August 23, 2010

Prepared for the Iron County Community Development and Renewal Agency

Prepared by:

Cedar City – Iron County Office of Economic Development

Brennan M. Wood – Director

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Section 1: Introduction

The Iron County Community Development and Renewal Agency requested that the Cedar City – Iron County Office of Economic Development prepare a Draft Community Development Project Area Plan in conformance with the requirements of Utah Code Annotated 17C-14-101 et seq. This Draft Community Development Plan (the “Plan”) is for a project area located entirely within the boundaries of Iron County. The specific boundaries and proposed development that will occur within these boundaries are all set forth in this Plan document.

A map of the proposed Community Development Area (“CDA”) project area is included as Exhibit A.

The Iron County Community Development and Renewal Agency has determined that the proposed project area meets the criteria for creation of a CDA. The area offers the opportunity to accommodate development of a solar power plant that will attract private capital investment, contribute to the tax base, create jobs, and otherwise contribute to the economic vitality and prosperity of the community.

Creation of the CDA will allow Scatec Solar North America, Inc. (“Scatec”) the opportunity to utilize state and federal tax credits and will encourage financial investment by the private sector in the community. This Plan is the first step in establishing this opportunity for public sector participation in the future growth of the community in this area.

The ordering of sections of this Plan document are consistent with the presentation of requirements and other criteria for CDA development as set forth Utah Code Annotated, Section 17A, Part 4.

Section 2: Proposed Community Development Area Boundaries (Utah Red Hills Renewable Park)

The proposed project area is located at 2200 North, 2200 West, and is approximately 862 acres (the “Project Area”). A map of the Project Area is attached as Exhibit A and incorporated herein (the “Project Area Map”).

The parcels proposed to be contained with the CDA are as follows:

<u>Parcel Number</u>	<u>Owner Name</u>	<u>Acreage</u>
C-0722-0000-0000	*Dennis and Marilee Stowell	465.63
C-0731-0000-0000	Parowan Valley Holdings L L C	79.00
C-0732-0000-0000	Parowan Valley Holdings L L C	79.94
C-0820-0000-0000	Parowan Valley Holdings L L C	156.88
C-0828-0002-0000	Parowan Valley Holdings L L C	<u>80.00</u>
		861.48

*Trustees of the Dennis and Marilee A. Stowell, Living Trust

Section 3: Summary of Existing Land Use, Principal Streets, Population Densities, Building Intensities

Existing Land Use Map

A map of existing zoning in the Project Area is included as Exhibit "B" and is incorporated herein (the "Zoning Map"). The Zoning Map indicates the layout of principal streets serving the area. The current land use map for Project Area is attached.

The principal streets are 2200 North and 2200 West, with access off of Interstate 15 at exit 78. The land owners and developer proposes to improve county road 2200 North. Currently, the road is an unimproved dirt road and the developer will provide upgrades to county identified specifications to minimize dust during construction and to improve the road for general community use.

The Parowan Valley Holdings property is farmland, most of which is currently irrigated. Transmission lines cross the far west end of the property and on the southwest end of the property there is an area with dilapidated farm buildings. The Dennis and Marilee Stowell Living Trust property is pasture land, which has been encroached upon by sagebrush. It is crossed by transmission lines on its northwestern corner and contains a small irrigation pond.

General Description of surrounding property -

North – Contains Parowan sewer treatment lagoons and the Little Salt Lake playa.

East – Contains several 20-acre farmland lots, nearest home is approximately 500 feet away.

South – Primarily irrigated farmland with an additional 181 acre parcel owned by the Utah Dept. of Natural Resources which is used as a prairie dog reserve.

West – Rocky Mountain Power substation and transmission lines.

Population Density - There is currently no population within the actual CDA and the area population can be characterized as low-density.

Building Density - There are no structures currently being utilized within the CDA boundaries and can be characterized as low-density.

Impact of Community Development on Land Use, Population and Building Density - The proposed use will be to construct and operate a solar power plant rated at up to 100 MW (dc). The power plant will consist of low-profile photovoltaic panels mounted to track the sun. The intent is to interconnect the power plant to Rocky Mountain Power's electrical grid at a substation within an adjacent property. Solar power plants are often co-located in agriculture zones, as the systems are not detrimental to adjacent farming operations and do not impose any public health, safety or general welfare issues. This project will increase economic and community activity within the CDA. Construction of the projects will have a major economic impact on the area and create 20 – 25 new full time county jobs. CDA projects built near underutilized areas improve the infrastructure, increase capital investment in surrounding areas as well as increase the awareness of community programs and the overall business environment.

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No land use change is required. The Iron County Planning Commission may grant a conditional use permit per Iron County Code 17.28.050(A). The Project Area will not create a significant increase in population density or building density.

Section 4: Additional CDA Plan Requirements – Community Development Standards

Standards Guiding Development - Development in the Project Area will be subject to appropriate elements of Iron County's General Plan and the Zoning Ordinance of the County. Development proposals shall be accompanied by site plans, development data and other appropriate material that clearly describe the extent of development proposed, and any other data determined necessary or requested.

The Iron County Planning Commission may grant a conditional use permit if it finds:

- 1) The proposed use at the proposed location will not be unduly detrimental or injurious to property or improvements in the vicinity and will not be detrimental to public health, safety or general welfare.
 - 2) The proposed use will be located and conducted in compliance with the goals and policies of the Iron County general plan and the purposes of this title and the land management code.
 - 3) That the property on which the use, building or other structure is proposed is of adequate size and dimensions to permit the conduct of the use in such a manner that will not be materially detrimental to adjoining and surrounding properties.
 - 4) Does not propose any construction on any critical lands.
- **The provision of development that enhances economic and quality of life basis** -The proposed community development project (the "Project") is a 100 MW (dc) solar power plant which include approximately 400,000 PV modules rated at 270 watts. This equals almost 850,000 square feet of PV panels and will employ over 400 power electric tracking motors to track the sun throughout the day. The entire system is designed for a life span of 30 -50 years. Solar energy systems will help create a green market in Iron County and will provide numerous economic and community benefits including the creation of a potential educational center for alternative energy, reducing green house emissions for the community and Utah businesses, and the generation of a significant number of construction and long-term jobs.
 - **Provision of public infrastructure** – Currently there is an unimproved county road, 2200 North along the properties that will be used for construction access and permanent site access. The developer is proposing to pay for asphalt paving for approximately two miles.
 - **Associated business and economic activity stimulated by the development** – The implementation of the CDA and the associated solar power plant will create opportunity for future development, including additional phases to the proposed power plant. It is anticipated that a significant amount of construction jobs will be created over the three year construction period

Section 5: Achievement of Title

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The Project area will attain the purpose of Title 17C known as the "Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act," in that it allows the agency to attract industry and create opportunity for sustainable long term growth.

Section 6: Conformance of the CDA to the Community's General Plan

Zoning Ordinances - The Project Area is currently zoned "agricultural 20" which is provided and designed to protect and preserve lands suited for farming and the production of food and fiber and open areas protected from the encroachment of incompatible uses. Other purposes of this district include the protection of the economic base of the county and the protection of environmentally sensitive lands, such as areas subject to flooding, wetlands, unstable soils and areas with steep slopes. This district discourages intense uses due to a lack of required services and the potential cost to Iron County residents of providing the services necessary to support more intense development and activities.

A conditional use permit is required by the Iron County Planning and Zoning Commission and no zone change is necessary. New technologies may extend the life of the project and new panels may possibly be installed. Nonetheless, the land will be preserved for future agricultural use.

Building Code - The Project will be constructed in accordance with the building codes of Iron County, Utah. The Project will consist of approximately 400,000 PV modules rated at 270 watts and will be placed 4 to 6 feet above the ground surface. The solar modules release no effluents, toxins, air emissions and generates no solid waste. Only a small amount of water is used for cleaning dirt and dust from panels. Additionally, the panels have a no-glare surface and the system produces no noise.

The only additional structures to be located on the site besides the solar panels include two one-story construction trailers that will be utilized by full time staff. The trailers will be set back beyond the 30 foot building setback requirements.

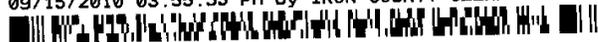
Section 7: Specific Project Outline and Its Potential for Job Creation

The formation of the CDA will provide Iron County with job creation opportunity by creating short term construction jobs and long term employment. The proposed solar power plant will provide positions in the following categories: building and electrical, equipment operators, maintenance workers and supervisors. Construction jobs have been estimated at 30 to 60 workers on site per day. The construction effort will take more than six years to complete and will utilize a significant number of workers from the local community. The skill sets required for these jobs can already be obtained locally or can be obtained through on the job training. It is estimated that Iron County will benefit from the following types and number of jobs:

Position Title	Number of Workers
On-Site Supervisor (Electrical Engineer)	1
Foreman	1
High Voltage Electricians	2
Master/Experienced Electricians	2
Journeyman Electrician/Millwright	4

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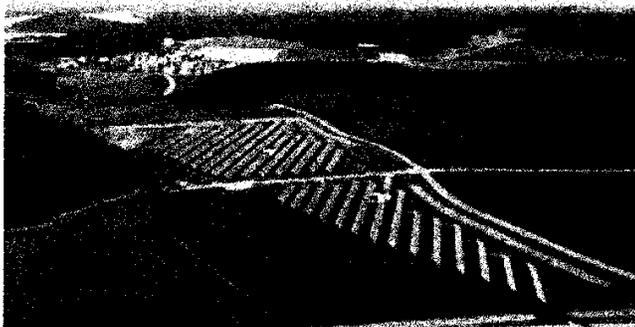
Experienced Laborers/Apprentice Electrician	6
General Laborers	6
Total	22

The permanent full time positions will add approximately 22 positions for at least 20 years. Scatec will enter into a 20-year contract to sell power to a utility with the intention to extend the contact for an additional 20 years. Traditionally solar power plants have a 30 to 50 year life expectancy.

Section 8: Selection of Developer

The owners of the property within the CDA boundaries have selected one of the most experienced solar experts in the world to develop the Project. Scatec, headquartered in Oslo, Norway is a leading supplier of photovoltaic (PV) solar energy solutions, focusing on making solar power attractive and affordable to customers and investors worldwide.

Scatec deploys the best available technologies to develop, build and operate commercial roof top and ground mounted PV systems. Scatec Solar is the first turn key PV supplier with triple ISO certification for quality, environment and health. They have operations in Europe, USA, India, China, and South Africa.



Iron County was approached by land owners and Scatec to development Project Area to facilitate tax increment incentives and to generate additional state and federal tax credit opportunities. Iron County selected to create a Project Area due to the uniqueness of the project and the opportunity for job creation.

Section 9: Reasons for Selection of Project Area

This Project Area was selected for its power generating potential and its close proximity to required resources. The most important quality of any solar power plant is potential solar resource and determining the viability of the site for commercial development. The Utah Renewable Energy Zone (UREZ) Task Force has stated that Utah has a wealth of renewable energy resource potential for electricity generation and found the Escalante Valley District (Iron County) to have a capacity to generate 2,133 Megawatts of solar power, by far the best solar resources in the state.

Southern Utah is also a semi-arid to arid environment with excellent sunlight that best suits solar energy projects. This specific site also offers level terrain and is easily accessible. The Project Area is close to Interstate 15 allowing for quick and easy access for construction materials and staff. The CDA boundary is also vacant property and will not disrupt any current operations.

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Additionally, the Project Area is adjacent to the Parowan Substation which allows for a quick and easy interconnection. Finally, the creation of a solar power plant is one of the few realistic uses for the specific parcels of property at issue.

Section 10: Description of Physical, Social/Economic Conditions Existing in the Project Area

As referenced above, the Project Area is currently vacant, with flat land representing a unique opportunity for development. The properties surrounding the CDA boundaries are also zoned agricultural 20 and are used for grazing or farm land. There are minimal structures on surrounding property with the exception of the Parowan Substation that is directly north of the first proposed phase of the solar power plant. There are a total of 12 property owners that have property adjacent to the CDA area.

A community's socioeconomic status is based on family income, education level, occupation and financial resources. Comparing Utah County's, Iron County has one of the highest rates of poverty and lowest medium household income statistics in the state. CDA's encourage development in areas that are underutilized, blighted or under economic stress and will have a positive impact on the physical environment, as well as the socioeconomic characteristics. The Utah Red Hills Renewable Park will increase capital investment in the area, encourage other development and offer quality long term employment for county residents.

Section 11: Description of Tax Incentives Offered

The Iron County Community Development and Renewal Agency proposes to offer property owners and developers reimbursement of property taxes at 50% for 10 years. The source of funds for reimbursement will be tax increment revenues generated through investment and new development in the project area. The projections for net new tax revenue generation within the CDA, and the associated tax increment projections, involve certain development assumptions, forecasting techniques, and other factors. A detailed tax increment projection is attached hereto as Exhibit C.

Paid property taxes for the year 200- associated with the Parowan Valley Holdings L L C and the Dennis and Marilee A. Stowell, Living Trust parcels are \$435.41, \$425.62, \$117.39, \$864.10 and \$1,461.85 for a combined \$3,304.37. The development will add approximately \$250,000,000 of improvements to the land per phase.

2010 Base Year Tax Valuation – In order to calculate the net new taxes generated by development within the CDA – or tax increment, the existing tax base within the Project Area has to be taken into account. According to the Iron County Assessor's Office and based on a complete listing of all parcels of land contained in the proposed CDA boundary, the base year tax valuation is \$349,535.00.

Parcel Number	Acreage	2010 Market Value	2010 Taxable Value	2010 Rate .009452	2009 Taxes Paid
c-0700-0000-0000	465.63	\$ 788,980.00	\$ 149,560.00	\$ 1,413.64	\$ 1,461.85
c-0731-0000-0000	79.00	\$ 177,750.00	\$ 46,215.00	\$ 436.82	\$ 425.62
c-0732-0000-0000	79.94	\$ 180,350.00	\$ 47,265.00	\$ 446.75	\$ 435.41
c-0820-0000-0000	156.88	\$ 590,300.00	\$ 93,775.00	\$ 886.36	\$ 864.10

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c-0828-0002-0000	80.00	\$ 142,500.00	\$ 12,720.00	\$ 120.23	\$ 117.39
Total	861.45	\$ 1,879,880.00	\$ 349,535.00	\$ 3,303.80	\$ 3,304.37

Tax Increment Projections and Implications for the CDA, Exhibit C

Based on the assumptions of construction costs and assumptions of assessed value the CDA tax increment is expected to reach a total of \$11,555,092 over the proposed 10-year lifespan. This breaks out in revenues to the individual taxing entities as follows:

Iron County	\$2,033,021
Iron County School District	\$6,916,918
Iron County Unincorporated Area Services	\$2,605,152

Based on the assumptions of construction costs and assumptions of assessed value the CDA tax increment is expected to reach a total of \$14,284,379 over a 15-year lifespan. The 15-year projections in revenue to the individual taxing entities follow:

Iron County	\$2,513,216
Iron County School District	\$8,550,679
Iron County Unincorporated Area Services	\$3,220,484

Tax Increment Provisions - The Community Development Project Area Plan specifically incorporates the provision of tax increment financing permitted by the Act.

Procedures for Collection of the Tax Increment - Before the Agency may collect tax increment from the Project Area, it shall verify, in conjunction with the Iron County Community Development and Renewal Agency and the Cedar City – Iron County Office of Economic Development, that:

- Property taxes have been paid and the Project qualifies for reimbursement.
- New high-paying jobs have been created by the Project.
- New jobs associated with the Project pay least 100% of Iron County’s average wage.
- The Project developer has entered into an incentive agreement with Iron County Community Development and Renewal Agency that specifies these, and possibly other, performance milestones.

Other Incentives

Financial - The public sector may choose to provide additional incentives that could include, but not be limited to, waiver of municipal fees such as building permit fees, plan check fees, water impact fee, sewer impact fee, and road impact fees.

Section 12 Analysis and Description of Public Benefit

The creation of the Project Area offers Iron County the unique opportunity to develop a solar power plant that will attract private capital investment, contribute to the tax base, create jobs, and enhance the overall economic vitality of the community.

The Project Area will create 30 – 60 construction jobs and additional 22 long term jobs.

The Project not only creates jobs and opportunity for long term sustainable growth, but has a positive impact on the environment. Environmental benefits of solar energy include the following:

1. Solar resources are renewable
2. Solar energy resources are abundant in Iron County
3. Solar plants require few permanent structures and land can be converted back to original condition after useful life of project
4. Solar panels are extremely reliable
5. Solar panels make no noise while collecting energy
6. More environmental friendly than fossil fuel by reducing greenhouse emissions

Iron County has one of the highest rates of poverty and lowest medium household income statistics in the state. This CDA will encourage development in surrounding areas that are underutilized and under economic stress. The Utah Red Hills Renewable Park will have a positive economic impact on Iron County by providing high paying jobs, increase investment and increase the overall standard of living.

Section 13: Project Area Budget

The creation of a community Development Area does not require a Taxing Entity Committee and a project area budget is optional. The budget for this project area will consist of revenues generated by new tax increment and expenses paid to project equaling tax increment if all performance milestones have been met.

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Exhibits

Exhibit A

CDA Boundary Map

Exhibit B

Iron County Land Use Map

Exhibit C

Tax Increment Projections

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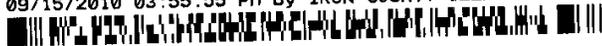
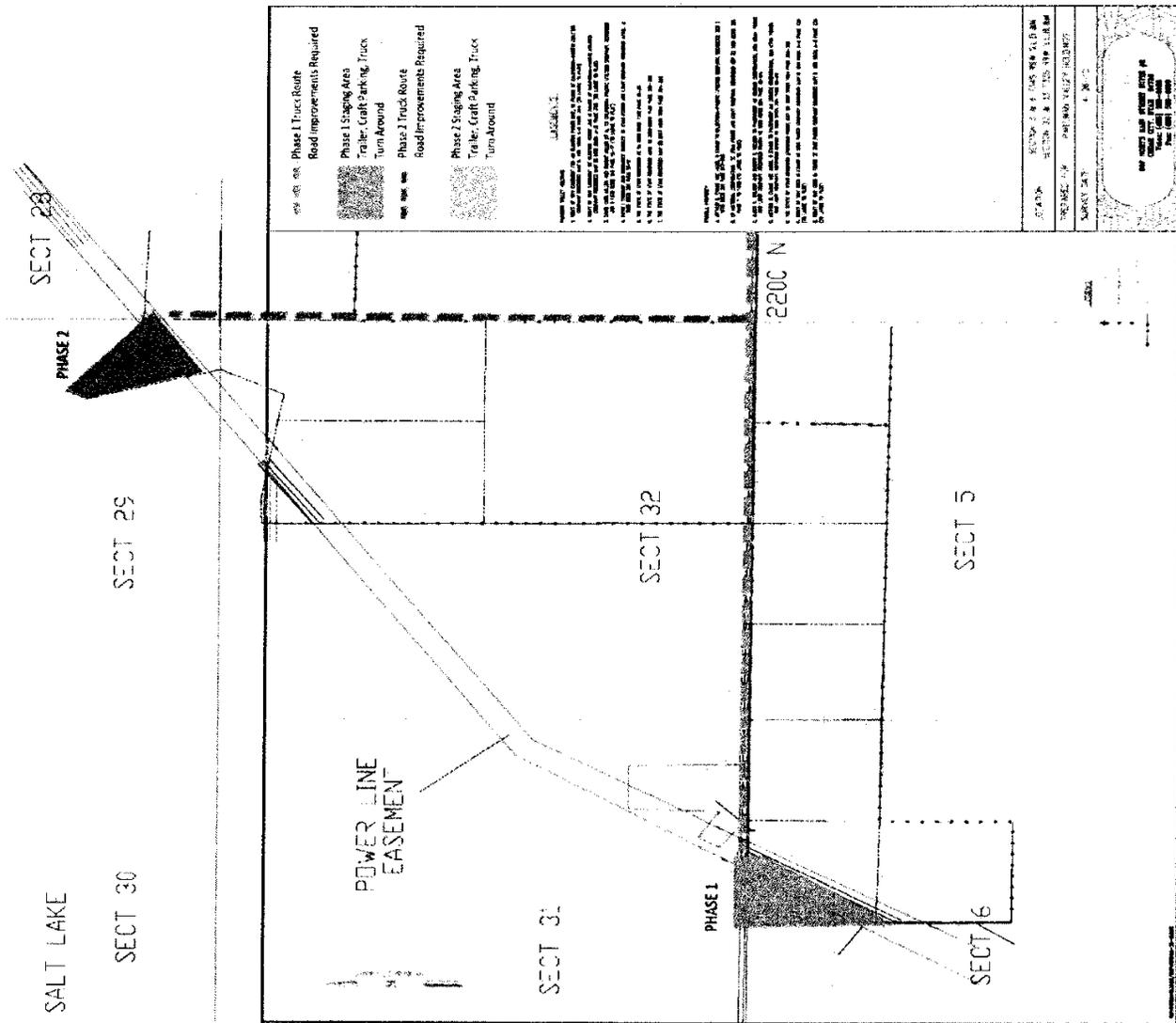


Exhibit A



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Exhibit C

Iron County Community Development and Renewal Agency Area Plan - Tax Increment Projections

Project Year	2010	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	10 Year Projection
Paid Taxes	\$ 3,303											
Base Taxable Value	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	
Market Value	\$ 1,879,880	\$ 83,000,000	\$ 166,000,000	\$ 249,000,000	\$ 332,000,000	\$ 415,000,000	\$ 498,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	
Construction Costs		\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 498,000,000
10 Year Accounting Depreciation		\$ 83,000,000	\$ 74,700,000	\$ 66,400,000	\$ 58,100,000	\$ 49,800,000	\$ 41,500,000	\$ 33,200,000	\$ 24,900,000	\$ 16,600,000	\$ 8,300,000	
Increment Generated	\$ 82,650,465	\$ 157,350,465	\$ 223,750,465	\$ 281,850,465	\$ 331,650,465	\$ 373,150,465	\$ 407,350,465	\$ 435,550,465	\$ 458,750,465	\$ 477,150,465	\$ 491,850,465	
Dollar Increase Generated	\$ 1,783,212	\$ 3,461,974	\$ 5,140,736	\$ 6,819,498	\$ 8,498,260	\$ 10,177,022	\$ 11,855,784	\$ 13,534,546	\$ 15,213,308	\$ 16,892,070	\$ 18,570,832	
50% Incentive	\$ 390,606	\$ 743,638	\$ 1,057,445	\$ 1,332,025	\$ 1,567,380	\$ 1,763,509	\$ 1,928,154	\$ 2,072,799	\$ 2,217,444	\$ 2,362,089	\$ 2,506,734	\$ 11,555,092
NEW TAX REVENUE												
Iron County	\$ 68,724	\$ 130,837	\$ 186,049	\$ 234,359	\$ 275,767	\$ 310,175	\$ 338,866	\$ 361,457	\$ 379,048	\$ 392,639	\$ 403,230	\$ 2,033,021
School District	\$ 232,818	\$ 445,144	\$ 632,990	\$ 797,355	\$ 938,239	\$ 1,055,643	\$ 1,144,758	\$ 1,211,873	\$ 1,267,988	\$ 1,314,103	\$ 1,351,218	\$ 6,916,918
Unincorporated Area Services	\$ 88,094	\$ 167,657	\$ 238,406	\$ 300,312	\$ 353,374	\$ 397,592	\$ 434,530	\$ 465,468	\$ 491,406	\$ 512,406	\$ 529,406	\$ 2,605,152
Total	\$ 390,606	\$ 743,638	\$ 1,057,445	\$ 1,332,025	\$ 1,567,380	\$ 1,763,509	\$ 1,928,154	\$ 2,072,799	\$ 2,217,444	\$ 2,362,089	\$ 2,506,734	\$ 11,555,092

*Assumed Tax Rate	0.009452
Iron County	0.001663
Iron County School District	0.006558
Iron County Unincorporated Area Services	0.002131

	Year 11	Year 12	Year 13	Year 14	Year 15	15 Year Projection
	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535	\$ 349,535
	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000
	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000	\$ 83,000,000
	\$ 16,600,000	\$ 16,600,000	\$ 16,600,000	\$ 16,600,000	\$ 16,600,000	\$ 16,600,000
	\$ 24,900,000	\$ 24,900,000	\$ 24,900,000	\$ 24,900,000	\$ 24,900,000	\$ 24,900,000
	\$ 33,200,000	\$ 33,200,000	\$ 33,200,000	\$ 33,200,000	\$ 33,200,000	\$ 33,200,000
	\$ 41,500,000	\$ 41,500,000	\$ 41,500,000	\$ 41,500,000	\$ 41,500,000	\$ 41,500,000
	\$ 124,150,465	\$ 124,150,465	\$ 124,150,465	\$ 124,150,465	\$ 124,150,465	\$ 124,150,465
	\$ 1,179,470,220	\$ 1,179,470,220	\$ 1,179,470,220	\$ 1,179,470,220	\$ 1,179,470,220	\$ 1,179,470,220
	\$ 206,462	\$ 137,448	\$ 82,236	\$ 40,827	\$ 13,222	\$ 2,513,216
	\$ 702,443	\$ 467,636	\$ 279,791	\$ 138,907	\$ 44,984	\$ 8,550,679
	\$ 264,585	\$ 176,128	\$ 105,379	\$ 52,317	\$ 16,942	\$ 3,220,484
	\$ 1,173,470	\$ 781,212	\$ 467,406	\$ 232,051	\$ 75,148	\$ 14,284,379

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