

STATE OF UTAH

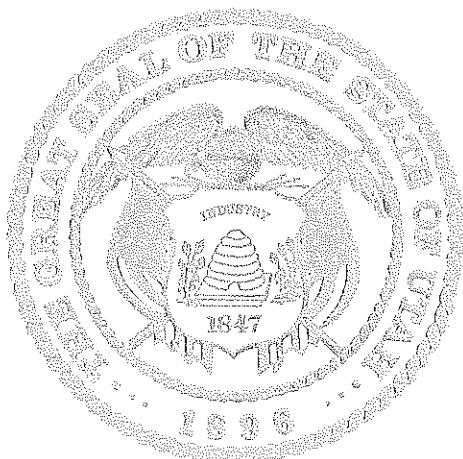


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from ENOCH CITY, dated March 19th, 2008, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

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



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 6th day of May, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT
Lieutenant Governor

00571192

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



ANNEXATION AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

Received

MAY 02 2008

Gary R. Herbert
Lieutenant Governor

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

4. **Streets.** Applicant agrees to develop the Annexation Property in such a manner that properties adjacent to or adjoining the Annexation Property shall not be denied access, but rather shall have access at reasonable intervals sufficient for the development of connecting streets and other improvements for the expansion of the City. The placement of such streets shall be determined in connection with the development of the Annexation Property in accordance with City ordinances, specifications and standards applicable to land development, subdivision, and the installation of public and private improvements, all as may be applicable by law to the Annexation Property.

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

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

7. **Indemnity.** Applicant agrees to hold the City, its officers, agents and employees harmless from any and all liability, which may arise as a result of the installation, maintenance or failure to maintain the improvements or utilities required to be installed by Applicant in accordance with this Agreement.

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

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

00571192

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



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

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

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

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

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

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

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

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

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

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

00571192

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



Property.

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

DATED this 13 day of March, 2008.

APPLICANT:

By: Kenneth E. Shespear

Kenneth E. Shespear
Owner

CITY:

By: Robert A. Rasmussen

Robert A. Rasmussen
Mayor

Attest:

By:



Julie Watson

Julie Watson
City Recorder

STATE OF UTAH
COUNTY OF IRON

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

Mindy R. Kropf
Notary Public



Notary Public
MINDY RAE KROPF
259 W. 200 N.
Cedar City, UT 84720
My Commission Expires
May 11, 2009
State of Utah

STATE OF UTAH
COUNTY OF IRON

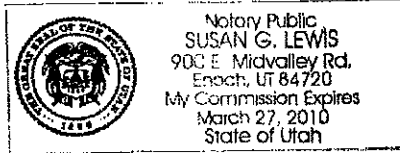
00571192

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



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

Susan G. Lewis
Notary Public



00571192

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



EXHIBIT "A"

BOUNDARY DESCRIPTION

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

00571192

B: 1130 P: 1588 Fee \$0.00

Patsy Cutler, Iron County Recorder Page 6 of 6
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



ENOCH CITY CORPORATION

ORDINANCE NO. 2008-03-19-A

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

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

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

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

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

WHEREAS, no timely protest was filed; and

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

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

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

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

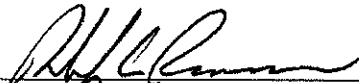
00571193

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

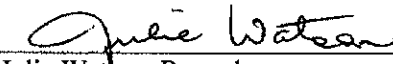


DATED this 16th day of January, 2008

ENOCH CITY CORPORATION


Robert A. Rasmussen, Mayor

ATTEST:


Julie Watson, Recorder

VOTING:

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

SEAL:



00571193

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



CERTIFICATION OF PASSAGE

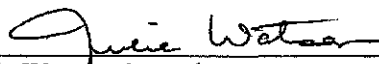
STATE OF UTAH)
: SS
COUNTY OF IRON)

I, Julie Watson, the duly appointed and acting recorder for the City of Enoch, hereby certify that a short summary of the foregoing Ordinance No. 2008-03-19-A was published in the "Cedar City Daily News", a newspaper of general circulation, on March 25, 2008.

Said Ordinance No. 2008-03-19-A shall be effective immediately.

I have hereby set my hand and affixed the seal of the City of Enoch, at the City of Enoch, County of Iron, State of Utah, and this 19th day of March 2008.

SEAL:


Julie Watson, Recorder



00571193

B: 1130 P: 1591 Fee \$0.00 Page 3 of 4
Patsy Cutler, Iron County Recorder
04/24/2008 03:28:11 PM By ENOCH CITY CORPORATION



EXHIBIT "A"

BOUNDARY DESCRIPTION

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

00571193

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



