

STATE OF UTAH

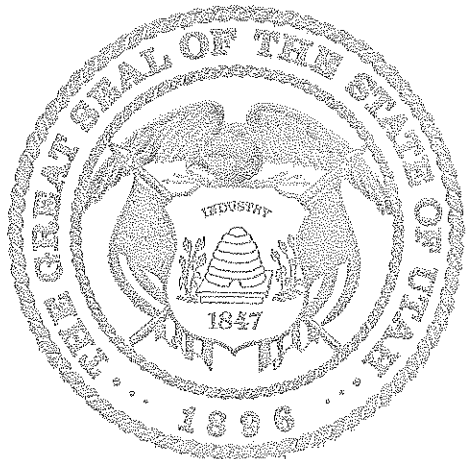


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from PAROWAN CITY, dated May 8th, 2008, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

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



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

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT
Lieutenant Governor

00572496

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



**ANNEXATION AGREEMENT
PAROWAN CITY**

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

SECTION ONE

NOTICE OF ANNEXATION

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

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

SECTION TWO

MAP ANNEXATION LOCATION PLOT

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

1. The proposed annexation real property is contiguous to the boundaries of Parowan City;
2. The real property lies within the area of projected for municipal expansion set forth in this Annexation Agreement;
3. The real property does not create an island or peninsula within the boundaries of Parowan City.

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

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

SECTION THREE

CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

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


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

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

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

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

Page 2: **00572496**

B: 1134 P: 525 Fee \$0.00
Patsy Cutler, Iron County Recorder
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION Page 2 of 8


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

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

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

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

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

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

Page 3

00572496

B: 1134 P: 526 Fee \$0.00

Patsy Cutler, Iron County Recorder

05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

Page 3 of 8



SECTION FOUR

COSTS, EXPENSES, REGULATIONS AND RECORDING

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

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

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

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

00572496

B: 1134 P: 527 Fee \$0.00

Patsy Cutler, Iron County Recorder

05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION

Page 4 of 8

SECTION FIVE

GOVERNING LAW

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

SECTION SIX

ATTORNEY FEES AND COSTS

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

SECTION SEVEN

EFFECT OF PARTIAL INVALIDITY

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

SECTION EIGHT

ENTIRE AGREEMENT

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

SECTION NINE

MODIFICATION OF AGREEMENT

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

Page 5

00572496

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



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

SECTION TEN

ASSIGNMENT OF RIGHTS

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

SECTION ELEVEN

NO WAIVER

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

SECTION TWELVE

ESTIMATED TAX CONSEQUENCES

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

DATED this 8th day of May, 2008.

[Signatures on Following Page]

00572496

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



PAROWAN CITY:

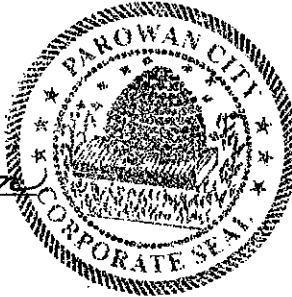
James C. Hansen

Parowan City, Mayor

ATTEST:

Victoria Topham

Parowan City Clerk



PETITIONER:

Rebecca Niederhauser

Rebecca Niederhauser

PETITIONER:

Bradley Niederhauser

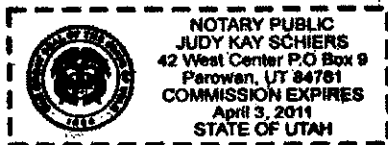
Bradley Niederhauser

STATE OF UTAH)

: ss.

COUNTY OF IRON)

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



Judy Kay Schiers
Notary Public

Page 7

00572496



LEGAL DESCRIPTION:

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

00572496

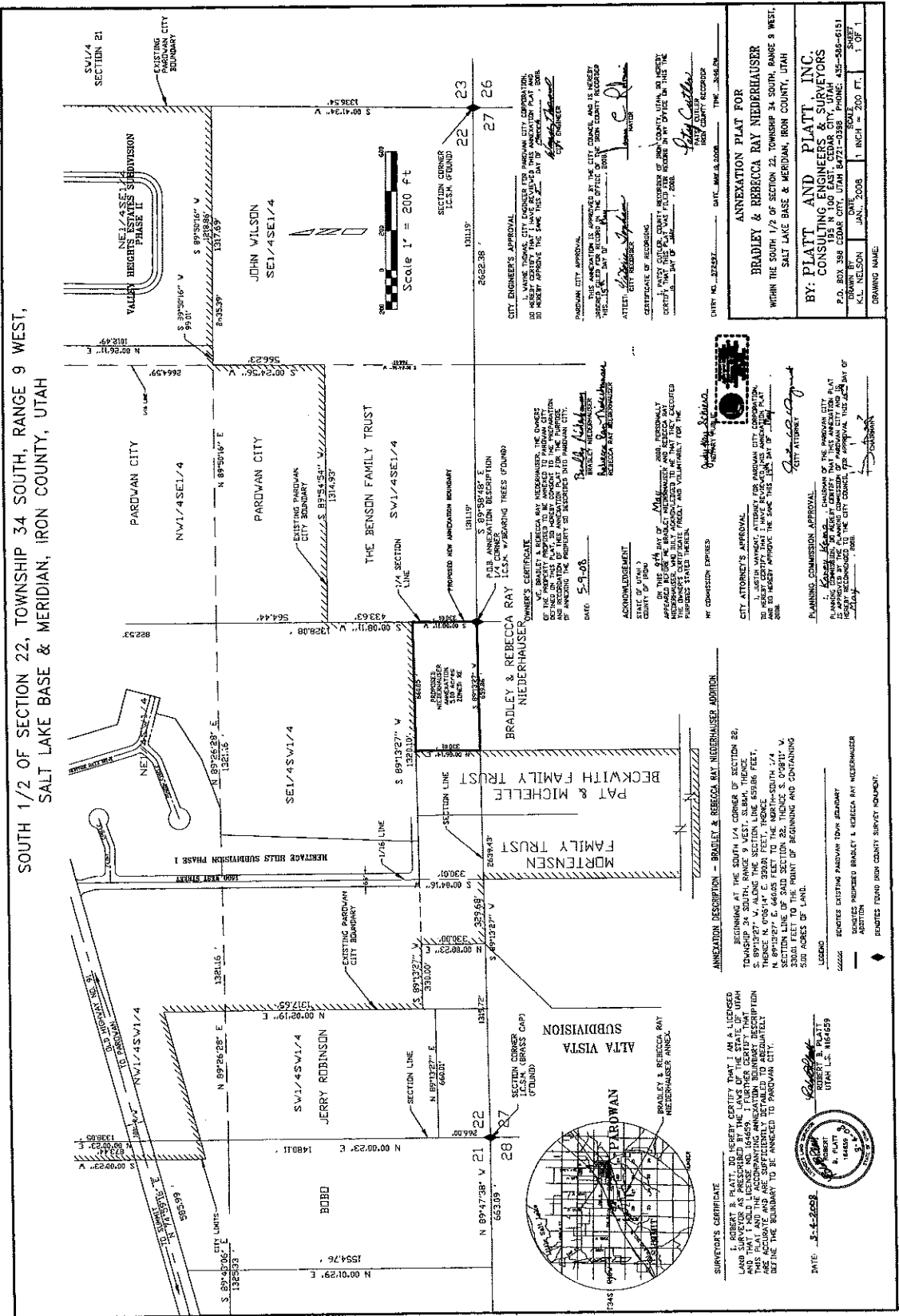
B: 1134 P: 531 Fee \$0.00

Patsy Cutler, Iron County Recorder

Page 8 of 8

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





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

SECTION CORNER
153119' 2622.38'

SECTION CORNER
131119' 2622.38'

SECTION CORNER
153119' 2622.38'

SECTION CORNER
153119' 2622.38'

CITY ENGINEER'S APPROVAL
I, JAMES THOMAS, CITY ENGINEER FOR PARDONVAN CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED THE ANNEXATION PLAT AND IN REVIEW THEREOF, THE SAME HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLATT ACT.

James T. Thomas
CITY ENGINEER

PARDONVAN CITY APPROVAL
THIS ANNEXATION IS APPROVED BY THE CITY COUNCIL AND IS HEREBY APPROVED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER.

James C. Thomas
CITY RECORDER

CERTIFICATE OF RECORDING
I, KATHY CHAPMAN, COUNTY CLERK OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF IRON COUNTY, UTAH, ON MAY 28, 2008.

Kathy Chapman
COUNTY CLERK

PLANNING COMMISSION APPROVAL
I, KATHY CHAPMAN, COUNTY CLERK OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF IRON COUNTY, UTAH, ON MAY 28, 2008.

Kathy Chapman
COUNTY CLERK

ANNEXATION DESCRIPTION - BRADLEY & REBECCA RAY NIEDERHAUSER ADDITION
BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH, THENCE N 07°54' E 2320 FEET, THENCE N 89°12' E 660 FEET TO THE NORTH-CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH, 500 ACRES OF LAND.

LEGEND:
--- EXISTING PARDONVAN TOWN BOUNDARY
--- BOUNDARY PROPOSED BY BRADLEY & REBECCA RAY NIEDERHAUSER
--- ADJACENT
◆ BOUNDARY FOUND BY IRON COUNTY SURVEY MONITOR.

**ANNEXATION PLAT FOR
BRADLEY & REBECCA RAY NIEDERHAUSER**
WITHIN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST,
SALT LAKE BASE & MERIDIAN, IRON COUNTY, UTAH

BY: PLATT AND PLATT, INC.
CONSULTING ENGINEERS & SURVEYORS
125 N. 100 EAST, CEDAR CITY, UTAH
P.O. BOX 398 CEDAR CITY, UTAH 84721-0398 PHONE: 435-585-6151
OWNER BY: K.L. NELSON DATE: JAN., 2008 1 INCH = 200 FT. SHEET 1 OF 1
DRAWING NAME:

ACKNOWLEDGEMENT
STATE OF UTAH
I, JUSTIN SIEBENHAAR, COUNTY CLERK OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT I HAVE RECEIVED THE ANNEXATION PLAT AND IN REVIEW THEREOF, THE SAME HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH PLATT ACT.

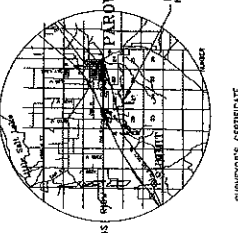
Justin Siebenhaar
COUNTY CLERK

PLANNING COMMISSION APPROVAL
I, KATHY CHAPMAN, COUNTY CLERK OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF IRON COUNTY, UTAH, ON MAY 28, 2008.

Kathy Chapman
COUNTY CLERK

DATE: 5-28-2008

Justin Siebenhaar
COUNTY CLERK



ORDINANCE NO. 2008-05-01

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

WHEREAS, a majority of the owners of certain real property described below, desire to annex such real property to Parowan City, Utah, said owners being the owners of at least one-third (1/3) in value of said real property as shown by the last assessment roll; and

WHEREAS, said real property consists of approximately 5 acres and lies contiguous to the corporate boundaries of Parowan City, Utah; and

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

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

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

WHEREAS, within 20 days of receipt of the notice of certification, written notices were mailed to the affected entities as provided by Utah State Law (Subsections 10-2-406(1)(b)); and

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

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

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


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

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

Received

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

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

-1- **00572495**
8: 1134 P: 522 Fee \$0.00
Patsy Cutler, Iron County Recorder Page 1 of 2
05/19/2008 03:46:52 PM By PAROWAN CITY CORPORATION


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

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

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

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

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

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

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



PAROWAN CITY

James C. Robinson
James C. Robinson, Mayor

Attest:

Valorie Topham
Valorie Topham, City Recorder

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

00572495

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

-2-

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

