

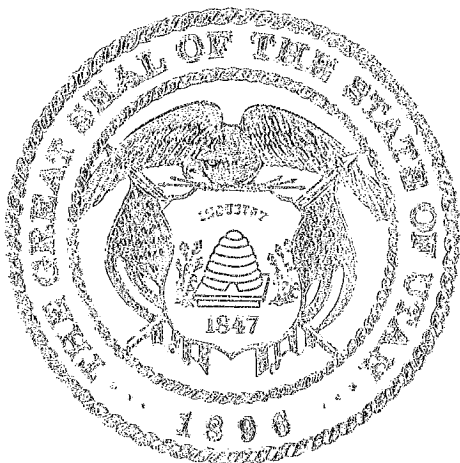
STATE OF UTAH



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 11<sup>th</sup>, 2008, complying with Section 10-2-  
425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the  
attached is a true and correct copy of the notice of annexation, referred to above, on file  
with the Office of the Lieutenant Governor pertaining to 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 21<sup>st</sup> 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.

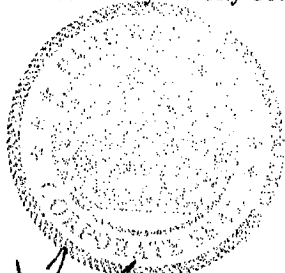
3. The zoning map of Parowan City shall be amended to include the real property described above in Paragraph 2.

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 11<sup>th</sup> day of December, 2008.



PAROWAN CITY

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

Attest:

*Valorie Topham*  
Valorie Topham, City Recorder

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

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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 11<sup>th</sup> day of December, 2008.

[Signatures and Notary on Following Page]

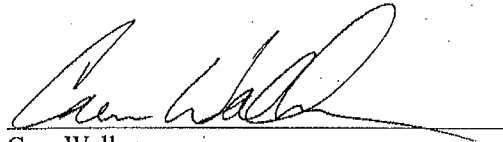
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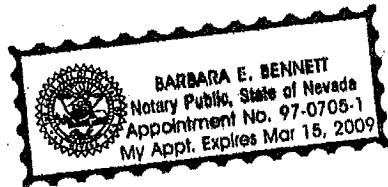
PETITIONER:

  
Cam Walker

STATE OF <sup>Nevada</sup>UTAH )  
COUNTY OF <sup>Clark</sup>IRON ) :ss.

On the 3<sup>rd</sup> 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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05/23/2010 09:07:33 AM By PAROWAN CITY CORPORATION

(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)

