

# STATE OF UTAH

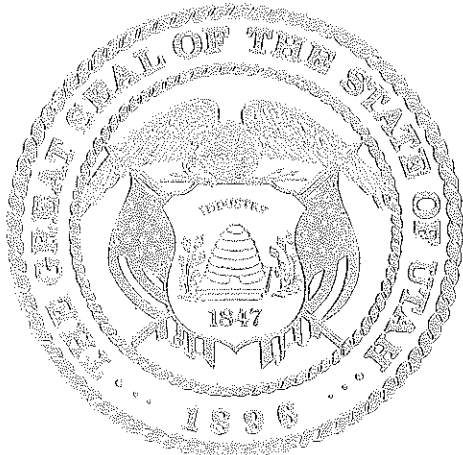


OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF ANNEXATION

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

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



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

GARY R. HERBERT  
Lieutenant Governor

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



**ANNEXATION AGREEMENT  
PAROWAN CITY**

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

**SECTION ONE**

**NOTICE OF ANNEXATION**

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

The property to be annexed consists of approximately 16.55 acres. The annexation will allow developers of the property access to culinary water and electric, provided all developments meet City specifications and comply with all applicable development ordinances including, but not limited to, subdivision and zoning ordinances and all improvements are installed pursuant to Parowan City Engineering Standards and additionally, that any and all agreements relative hereto are executed by such developer. Property owners in the annexed area may experience an increase in both property taxes and property values.

**SECTION TWO**

**MAP ANNEXATION LOCATION PLOT**

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

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

RECEIVED

FEB 04 2008

Gary R. Herbert  
Lieutenant Governor

All the requirements of Utah Code Annotated, §10-2-417 are met by the Petitioner. The property is being annexed for the purpose of developing a R-1, residential housing development. Petitioner acknowledges that Parowan City may refuse to further re-zone the property should the City so elect to do so.

### SECTION THREE

#### CONDITIONS FOR ANNEXATION, IMPACT FEES AND UTILITY SERVICES

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

Petitioner acknowledges that all annexed property will require Petitioner to make certain improvements to the property before a building permit will be issued, said improvements to include improvements intersecting with the road identified as Old Highway 91, and all streets within any future proposed subdivision, as directed by the City, sufficient such that the annexed property will be properly and fully fronted by improved roads all of which expenses shall be born by Petitioner. Petitioner shall assure that lot lines are recorded and subdivided in such a manner as to assure that the meet the R-1 zoning requirements or the requirements of a different zone, if requested and approved by the City. Improvements shall also include all other road improvements, utility improvements, or other improvements reasonably necessary to serve Petitioner's Property unless waived by Parowan City; and

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

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

There may be currently located on Petitioner's Property a "ditch", "flood channel", or other type of natural water disbursement area, which permits flood water from surrounding properties to cross Petitioner's property whereby water is eventually disbursed in accordance

Page 2 of 7

**00566866**

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



with current flood channels into neighboring County properties. If requested by Parowan City, Petitioner shall provide an easement of sufficient drainage to transport any 100 year flood water run off and storm drainage from surrounding flood waters entering Petitioner's property. As the annexed property is located in or near the City's flood plain, and some water may flow on or near the annexed property, Petitioner agrees to implement City approved measures to adequately divert such possible flood water and/or build on a sufficient elevation to avoid possible flood damage ; and

All water development and improvement upgrades, costs and materials servicing Petitioner's property shall be paid by Petitioner including mandated fire hydrants as directed by the City in its sole discretion. Petitioner will assure that all utility systems comply with all applicable codes, government regulations, and international fire codes including the establishment of a fire hydrant within 500 feet of each hydrant and not more than 250 feet of each residence and Petitioner shall obtain Parowan City Fire Chief's approval and recommendation (at his reasonable discretion) for location of the fire hydrants prior to development. The Petitioner, or any successor in interest, shall pay all water connection fees and impact fees; and

Petitioner shall pay all required power connection fees, power impact fees, and be responsible for any additional costs to run power to Petitioner's property in accordance with the standards of Parowan City, including but not limited to installation costs and materials, location of power poles, lines; all of which shall be in compliance with Parowan City's ordinances and standards, with the approval of the power and water departments; and

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

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

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

Page 3 of 7

**00566866**

Agreement B: 1120 P: 81 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 3 of 8  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



## SECTION FOUR

### COSTS, EXPENSES, REGULATIONS AND RECORDING

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

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

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

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

## SECTION FIVE

### GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the

Page 4 of 7

**00566866**

Agreement B: 1120 P: 82 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 4 of 8  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



laws of the State of Utah.

## SECTION SIX

### ATTORNEY FEES AND COSTS

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

## SECTION SEVEN

### EFFECT OF PARTIAL INVALIDITY

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

## SECTION EIGHT

### ENTIRE AGREEMENT

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

## SECTION NINE

### MODIFICATION OF AGREEMENT

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

Page 5 of 7

**00566866**

Agreement B: 1120 P: 83 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 5 of 8  
01/28/2008 04:31:18 PM By PAROLMAN CITY CORPORATION



**SECTION TEN**

**ASSIGNMENT OF RIGHTS**

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

**SECTION ELEVEN**

**NO WAIVER**

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

**SECTION TWELVE**

**ESTIMATED TAX CONSEQUENCES**

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

DATED this 10<sup>th</sup> day of January, 2008.

[Signatures on Following Page]

**00566866**

Agreement B: 1120 P: 84 Fee \$0.00 Page 6 of 8  
Patsy Cutler, Iron County Recorder  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



PAROWAN CITY:

Ames C Johnson  
Parowan City, Mayor

ATTEST:

Natorie Sopher  
Parowan City Clerk

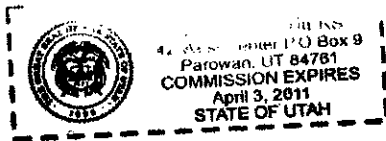


PETITIONER:

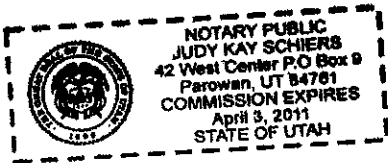
[Signature]  
C & S HOLDINGS, LLC

STATE OF UTAH )  
                              : ss.  
COUNTY OF IRON )

On the 10<sup>th</sup> day of January, 2008, personally appeared before me  
JAMES ROBINSON, and COREY MCNEEL, the  
signers of the foregoing instrument, who duly acknowledged to me that he executed the same.



Judy Kay Schiers  
Notary Public



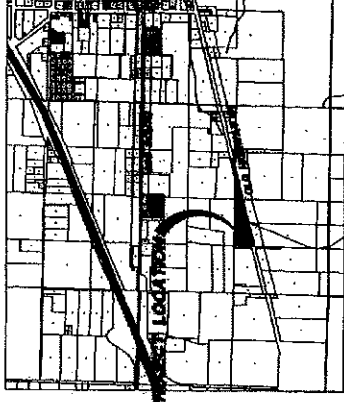
Page 7 of 7

**00566866**  
Agreement B: 1120 P: 85 Fee \$0.00 Page 7 of 8  
Patsy Cutler, Iron County Recorder  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



**ANNEXATION PLAT FOR  
C & S HOLDINGS, LLC  
SECTION 22, T34S R9W, SLB&M.  
PAROWAN, UTAH**

EXHIBIT B



**SURVEYOR'S CERTIFICATE**  
I, STEPHEN W. MOORE, PROFESSIONAL SURVEYOR AND SURVEYOR AT LARGE, HAVE BEEN DULY LICENSED IN ACCORDANCE WITH TITLE 63, CHAPTER 22, UTAH CODE ANNOTATED, AND I HEREBY CERTIFY THAT THIS ANNEXATION PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



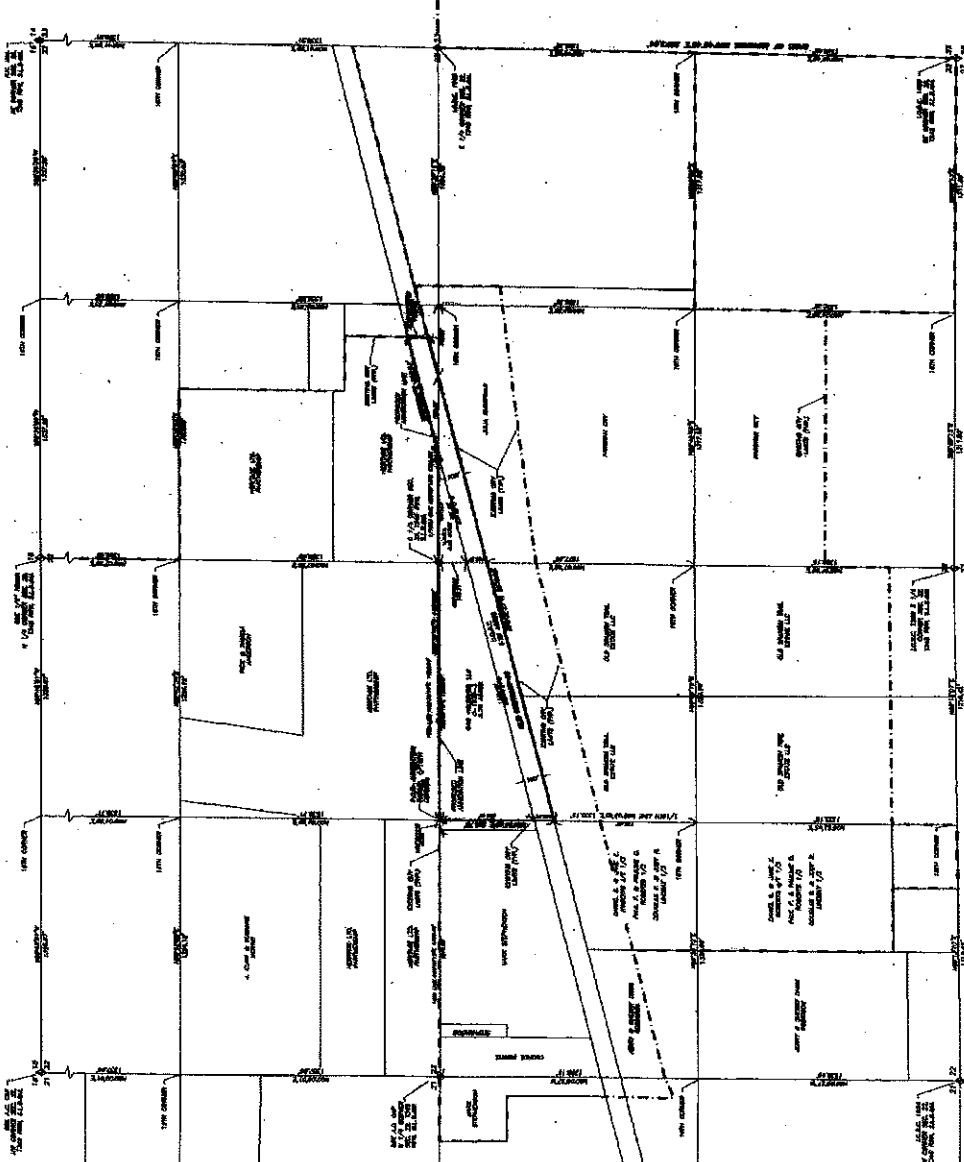
**SURVEY NARRATIVE**

THIS ANNEXATION PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**ANNEXATION DESCRIPTION (NEES ADDRESS)**

THIS ANNEXATION PLAT IS FOR THE ANNEXATION OF THE PROPERTY DESCRIBED IN THE ANNEXATION PLAT TO THE CITY OF PAROWAN, UTAH. THE PROPERTY IS LOCATED IN SECTION 22, T34S R9W, SLB&M. THE ANNEXATION PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**NOTES**  
SPONSOR: CORY MOORE OF C&S HOLDINGS, LLC  
PROPERTY ADDRESS: C&S HOLDINGS, LLC (C-1074-3), [Address], PAROWAN, UTAH  
TOTAL ACRES: [Total Acres]



**00566866**  
Agreement B: 1120 P: 85 Fee \$0.00  
Patsy Cutler, Iron County Recorder  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION  
Page 8 of 8

**CITY ENGINEER'S APPROVAL**

I, [Name], CITY ENGINEER, HEREBY APPROVE THIS ANNEXATION PLAT FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS DATE, [Date].

[Signature]  
CITY ENGINEER

**CITY ATTORNEY'S APPROVAL**

I, [Name], CITY ATTORNEY, HEREBY APPROVE THIS ANNEXATION PLAT FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS DATE, [Date].

[Signature]  
CITY ATTORNEY

**CERTIFICATE OF ACCEPTANCE**

I, [Name], CLERK OF THE COUNTY RECORDER, HEREBY ACCEPT THIS ANNEXATION PLAT FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS DATE, [Date].



[Signature]  
CLERK OF THE COUNTY RECORDER

**CERTIFICATE OF RECORDING**

I, [Name], CLERK OF THE COUNTY RECORDER, HEREBY RECORD THIS ANNEXATION PLAT FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS DATE, [Date].

BOOK: [Page] PAGE: [Page] COUNTY RECORDER - Patsy Cutler  
ENTRY NO. [Number] THE [Number]  
RECORDED AT THE REQUEST OF [Name]

ORDINANCE NO. 2008-01-01

(C & S HOLDINGS, LLC ANNEXATION - 1600 WEST OLD HIGHWAY 91)

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

WHEREAS, said real property consists of approximately 16.55 acres and lies contiguous to the corporate boundaries of Parowan City, Utah; and

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

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

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

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

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

WHEREAS, the Petitioner has agreed to be bound to the terms of the annexation agreement dated January 10, 2008, as a condition of passing this annexation ordinance.

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

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

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

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

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

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 34 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°39'16"E, ALONG THE EAST-WEST CENTER SECTION LINE, 1,233.58 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE 1/16TH CORNER. SAID POINT

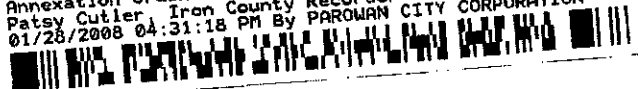
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Gary R. Herbert  
Lieutenant Governor

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Annexation Ordinance B: 1120 P: 87 Fee \$0.00  
Patsy Cutler, Iron County Recorder Page 1 of 2  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



ALSO BEING LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID CITY LIMITS LINE AND CONTINUING N89°39'16"E, ALONG SAID EAST-WEST CENTER SECTION LINE AND CONTINUING N89°39'16"E, ALONG SAID NORTHERLY LINE OF OLD HIGHWAY- 91; THENCE DEPARTING SAID SECTION LINE AND RUNNING N75°02'27"E, ALONG SAID HIGHWAY LINE, 620.04 FEET TO A POINT LOCATED ON THE EXISTING PAROWAN CITY LIMITS; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING S00°24'35"W, ALONG SAID CITY LIMITS LINE, 103.71 FEET TO A POINT LOCATED ON THE SOUTHERLY LINE OF SAID OLD HIGHWAY - 91; THENCE S75°02'27"W, ALONG SAID HIGHWAY LINE AND 1/16TH LINE; THENCE DEPARTING SAID HIGHWAY LINE AND RUNNING N00°03'45"E, ALONG THE 1/16TH LINE AND THE CITY LIMITS LINE, 595.70 FEET TO THE POINT OF BEGINNING. (CONTAINING 16.55 ACRES)

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

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

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

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

ADOPTED and PASSED by the City Council of Parowan City, Utah, this 10th day of January, 2008.



Attest:

*Valorie Topham*  
Valorie Topham, City Recorder

PAROWAN CITY

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

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

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

00566867

Annexation Ordinance B: 1120 P: 88 Fee \$0.00  
Page 2 of 2  
Patsy Cutler, Iron County Recorder  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION



C-1079-3

**ANNEXATION ADDITION PLAT**

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

**00566868**

Plats / Survey B: 1120 P: 89 Fee \$0.00 Page 1 of 1  
Patsy Cutler, Iron County Recorder  
01/28/2008 04:31:18 PM By PAROWAN CITY CORPORATION

**Owners:** C & S Holdings L L C

**To:** Parowan City Corporation

**Name of Annexation:** C & S Holdings L L C Annexation

**Description of Annexed Property:** Sec 22, T34S, R9W

**Received**

FEB 04 2008

Gary R. Herbert  
Lieutenant Governor

