

STATE OF UTAH

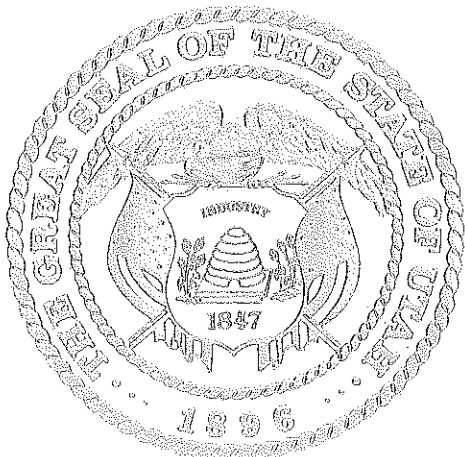


OFFICE OF THE LIEUTENANT GOVERNOR

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 May 7th, 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 3rd day of July, 2008 at Salt Lake City, Utah.



GARY R. HERBERT
Lieutenant Governor

ENOCH CITY CORPORATION

ORDINANCE NO. 2008-05-07-A

AN ORDINANCE ANNEXING APPROXIMATELY 1.51 ACRES OF PROPERTY OWNED BY SCOTT PETROCCO INTO THE CORPORATE BOUNDARIES OF ENOCH CITY

WHEREAS, Scott Petrocco filed a petition to annex approximately 1.51 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 May 7, 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 1.51 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, and will be zoned Regional Commercial (R-C).

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 7th day of May 2008. It shall take effect immediately upon signing by the Mayor and City Recorder.

Received

JUN 18 2008

Map Sent 6/19/08


Gary R. Herbert
Lieutenant Governor

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B: 1138 P: 1017 Fee \$0.00 Page 1 of 4
Patsy Cutler, Iron County Recorder
06/08/2008 01:14:59 PM By ENOCH CITY CORPORATION

DATED this 7th day of May, 2008

ENOCH CITY CORPORATION

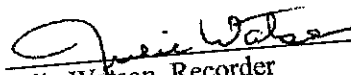

Robert A. Rasmussen, Mayor

VOTING:

Steven Clarke
Robert Dotson
Celesta Lyman
Justin Gray
Brent Taylor

Yea Nay
Yea Nay
Yea Nay
Yea Nay
Yea Nay

ATTEST:

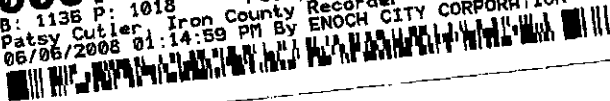

Julie Watson, Recorder

SEAL:



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B: 1136 P: 1018 Fee \$9.00 Page 2 of 4
Patsy Cutler, Iron County Recorder
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



CERTIFICATION OF PASSAGE

STATE OF UTAH)
COUNTY OF IRON) : SS

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. 2008-05-07-A was published in the "Cedar City Daily News", a newspaper of general circulation, on May 14, 2008.

Said Ordinance No. 2008-05-07-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 7th day of May 2008.

Julie Watson
Julie Watson, Recorder

SEAL:



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B: 1136 P: 1019 Fee \$0.00 Page 3 of 4
Patsy Cutler, Iron County Recorder
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION

EXHIBIT "A"

D-636-S-1

BOUNDARY DESCRIPTION

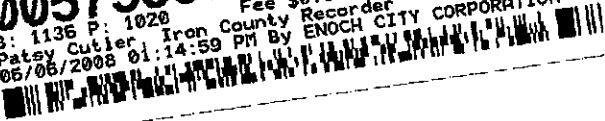
PROPOSED ANNEXATION BOUNDARY:

BEGINNING AT A POINT N89°21'40"W 1198.17 FEET AND N00°15'47"E ALONG THE EAST RIGHT-OF-WAY LINE OF UTAH HIGHWAY #130 A DISTANCE OF 1747.17 FEET FROM THE SE CORNER OF SECTION 23, T35S-R11W, S.L.B.&M. RUNNING THENCE N00°15'47"E ALONG SAID EAST LINE 323.11 FEET; THENCE S88°36'37"E 204.03 FEET; THENCE S00°15'41"W 321.10 FEET; THENCE N89°10'26"W 204.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.51 ACRES. SUBJECT TO AN TOGETHER WITH A 16.50 FOOT RIGHT-OF-WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

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B: 1136 P: 1028 Fee \$0.00 Page 4 of 4
Patsy Cutler Iron County Recorder
06/08/2008 01:14:59 PM By ENOCH CITY CORPORATION



ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into as of this 30th 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 Scott Petrocco and Cindee Petrocco ("Applicants"), whose address is 4381 Flandes Street, Las Vegas, Nevada 89121.

RECITALS

WHEREAS, Applicants have requested that the City annex property owned by the Applicants 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 Applicants 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.** Applicants agree 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 Applicants 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 Applicants 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 Applicants. The City shall, within thirty (30) days of receipt of the Applicants' written notice, advise the Applicants 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 Applicants 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

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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 Applicants warrants the same against any such claims, liens or encumbrances of any kind. The Applicants 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.** Applicants 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.** Applicants 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 Applicants may be required to undertake or pay in relation to development of the Annexation Property.

7. **Indemnity.** Applicants 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 Applicants in accordance with this Agreement.

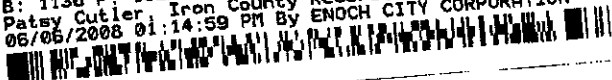
8. **Events of Default.** In addition to those events previously described herein, the following shall be considered events of default, the occurrence of which shall entitle the City to invoke any and all remedies outlined in this Agreement or as otherwise provided by law: (1) Applicants' insolvency, 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 Applicants' name or for its benefit; (3) any of the annexed property held in the Applicants' name or for its benefit being conveyed in lieu of foreclosure; (4) Applicants' failure to otherwise abide by the terms of this Agreement.

9. **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.

10. **Successors and Assigns.** Whenever the term Applicants is used herein, it

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B: 1136 P: 1022 Fee \$0.00 Page 2 of 5
Patsy Cutler, Iron County Recorder
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



shall also refer to Applicants' successors and/or assigns and shall be binding upon all such successors or assigns.

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

12. **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.

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

14. **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.

15. **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 Applicants.

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

17. **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 30 day of March, 2007. 2008

APPLICANTS:

By: Scott Petrocco

Scott Petrocco
Owner

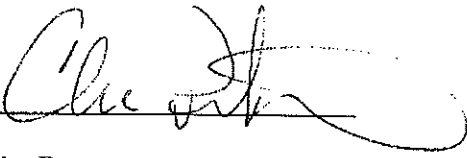
CITY:

By: Robert A. Rasmussen

Robert A. Rasmussen
Mayor

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B: 1136 P: 1023 Fee \$0.00 Page 3 of 5
Patsy Cutler, Iron County Recorder
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION


By: 

Cindee Petrocco
Owner

Attest:

By:

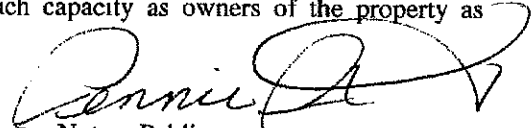



Julie Watson
City Recorder

STATE OF UTAH
COUNTY OF IRON

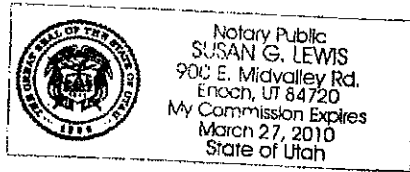
On this 30th day of March, 2008 personally appeared before me Scott Petrocco and Cindee Petrocco who duly acknowledged to me that they are the owners and that they signed the foregoing document in such capacity as owners of the property as described in Exhibit A.




Notary Public

STATE OF UTAH
COUNTY OF IRON

On this 7th day of May, 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.




Notary Public

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Patsy Cutler, Iron County Recorder Page 4 of 5
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



EXHIBIT "A"

BOUNDARY DESCRIPTION

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B: 1136 P: 1025 Fee \$0.00 Page 5 of 5
Patsy Cutler Iron County Recorder
06/06/2008 01:14:59 PM By ENOCH CITY CORPORATION



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ENDCH CITY CORP

PAGE 02

LOS CHURCH
SERIAL# 1-88

GLEN L. & BETTY LOU JOLLEY
SERIAL# 1-901

PETROCCO A1
LOCATED IN: IRON COUNTY, WITHIN THE SE 1

PETROCCO
1.51 ACRES
SERIAL# 636-5-1

KAYE B. ADAMS
2.68 ACRES
SERIAL# 0-636-56

KAYE B. ADAMS
0.50 ACRES
SERIAL# 036-11

16.50' ACCESS EASEMENT

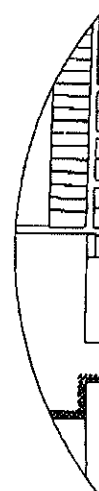
DONALD W. & HELEN R. MYERS
SERIAL# 0-636-77

CARL B. & BEVERLY B. NELSON
SERIAL# A-740-633-3

MINERSVILLE HIGHWAY

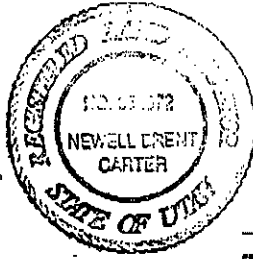
MOISTURE 214.15'
MOISTURE 472.134213'

1427.06'



BASIS OF BEARING
G. 2982 N. 12.84° W.
(1489.11 60°)

ITION
 3. T35S-R11W, S.L.B.&M.



SURVEYOR'S CERTIFICATE

I, NEWELL BRENT CARTER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 294372, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREBY DESCRIBED PROPERTY AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

2-14-08
 DATE *Newell Brent Carter*
 NEWELL BRENT CARTER

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CITY ATTORNEY APPROVAL

I, EARL KUHLMANN, CITY ATTORNEY FOR ENOCH CITY CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAT OF THE "PETROCCO ADDITION" AND RECOMMEND IT TO THE ENOCH CITY COUNCIL FOR APPROVAL ON THIS THE _____ DAY OF _____, 20__.

ENOCH CITY ATTORNEY

CERTIFICATE OF ACCEPTANCE

I, ROBERT RASHLUSSEN, MAYOR OF ENOCH CITY CORPORATION, CERTIFY THAT THIS ANNEXATION PLAT OF THE "PETROCCO ADDITION" HAS BEEN APPROVED BY THE ENOCH CITY COUNCIL, AND HEREBY ORDER IT FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 20__.

ATTEST: _____ CITY RECORDER _____ MAYOR

SURVEY NARRATIVE

THIS ANNEXATION PLAT WAS PREPARED AT THE REQUEST OF SCOTT PETROCCO TO MEET THE REQUIREMENTS OF ANNEXATION TO ENOCH CITY. THE BASIS OF BEARING IS HEREBY SET BETWEEN THE SE CORNER (BRASS CAP) AND THE SOUTH 1/4 CORNER (BRASS CAP) OF SECTION 23, T35S-R11W, S.L.B.&M. AS PER A PREVIOUS SURVEY FOR KATE & KEN ADAMS.

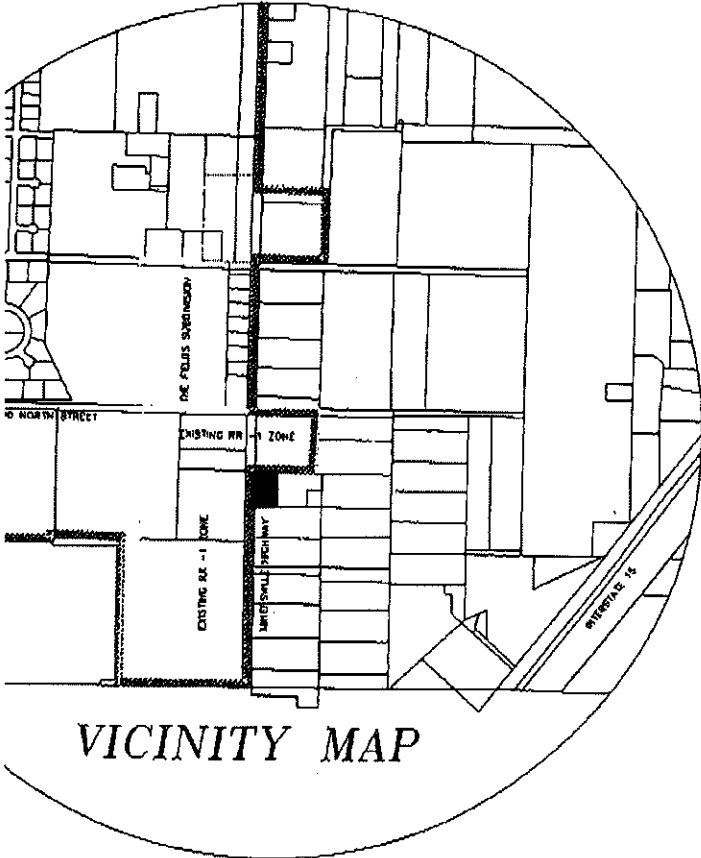
LEGEND

- ◆ SECTION CORNER
- FOUND MONUMENT
- ⊕ SET REBAR & PLASTIC CAP L.S. NO. 354372

IRON COUNTY

ENOCH CITY

PROPOSED ANNEXATION FROM IRON COUNTY TO ENOCH CITY



VICINITY MAP

ANNEXATION PLAT OF "PETROCCO ADDITION"

PREPARED FOR: SCOTT AND CINDEE PETROCCO
 LOCATION: WITHIN THE SE 1/4 OF SECTION 23, T35S-R11W, S.L.B.&M.
 DATE: 2/14/2008



NEW HORIZON

Engineering & Surveying LLC
 252 N. 200 W. Suite 3 (435) 586-8897
 Cedar City UT, 84720 (435) 865-2682

CERTIFICATE OF RECORDING

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

PATSY CUTLER
 IRON COUNTY RECORDER

