



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation know as the HASLEM ANDERSON ANNEXATION located in the CITY OF PAROWAN, dated OCTOBER 28, 2024, complying with §67-1a-6.5, 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 HASLEM ANDERSON ANNEXATION 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 8<sup>th</sup> day of November , 2024 at Salt Lake City, Utah.

DEIDRE M. HENDERSON  
Lieutenant Governor















**NOTICE OF IMPENDING BOUNDARY ACTION**

**TO: Deidre M. Henderson, Lt. Governor of the State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of Parowan, Utah (the "Council"), acting in its capacity as the governing authority of the City of Parowan, Iron County, Utah, at a regular meeting of the Council, duly convened pursuant to notice, on September 12, 2024; adopted Ordinance 2024-16, An Ordinance Concerning the Haslem Anderson Annexation, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Annexation Ordinance").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Cod Ann. §17-23-20. Approved as a final local entity plat by the Surveyor of Iron County, Utah, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the annexation of the property into the legal boundaries of the City, as more particularly described in the Annexation Ordinance, have been met.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Annexation pursuant to and in conformance with the provisions of Utah Code Ann. §10-2-4.

**DATED** this 28th day of October, 2024.

**CITY COUNCIL, PAROWAN CITY, UTAH**  
**acting in its capacity as the governing authority of the**  
**City of Parowan,**

By: \_\_\_\_\_  
Mayor

**VERIFICATION**

STATE OF UTAH    )  
                              :SS.  
County of Iron    )

The undersigned, being duly sworn upon oath, says that the facts set forth in the foregoing Notice of Impending Boundary Action are true, accurate, and complete to the best of the undersigned's knowledge and belief.

\_\_\_\_\_  
Mayor, City Council, Parowan City, Utah

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY RECORDER



ORDINANCE NO. 2024-16

AN ORDINANCE CONCERNING THE HASLEM ANDERSON ANNEXATION  
PROPERTY LOCATED AT C-1023-0000-0000, C-1009-1009-0001, AND C-1061-0000-0000,  
CONSISTING OF APPROXIMATELY 87.161 ACRES  
ORDINANCE DATED SEPTEMBER 12, 2024

**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 87.161 acres and lies contiguous to the corporate boundaries of Parowan City, Utah, and covers a majority of the private land area with the area proposed for annexation; and

**WHEREAS**, said Petitioners and owners have caused to be filed an executed petition with the City Recorder together with an accurate legal description and plat of the real property which was made under the supervision of a licensed surveyor and which is located within the area proposed for annexation; and

**WHEREAS**, Parowan City Council accepted the petition for annexation; and within 30 days the City Recorder, with the assistance of the City Attorney, 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 copy of the Petition was provided to the Iron County Clerk;

**WHEREAS**, the annexation does not create an island or larger peninsula than what was previously created and, as such, was approved by Iron County;

**WHEREAS**, notice was posted within the area proposed for annexation and the unincorporated area within ½ mile of the area proposed for annexation, beginning no later than 10 days after receipt of the notice of certification, where it was most likely to give notice to the residents within, and on the Utah Public Notice Website, as provided by Utah State Law (Subsection § 10-2-406(1)(a) and (b)); and

**WHEREAS**, within 20 days of receipt of the notice of certification, written notices were mailed to the affected entities, and posted on the Parowan City Website, as proved by Utah State Law (Subsection §10-2-406(c) and (d)); and

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

**WHEREAS**, the Petitioners have agreed to be bound to the terms of the annexation agreement, dated September 6, 2024 as a condition of passing this annexation ordinance; and  
and September 12, 2024

**NOW, THEREFORE**, pursuant to Subsection §10-2-4, 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 AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, SOUTH 00°00'23" WEST, ALONG EAST LINE OF SAID SECTION 21, 222.69 FEET TO THE NORTHERLY LINE OF THE DWYER ANNEXATION, AS RECORDED OCTOBER 13, 1995 AS ENTRY NO. 356198 IN THE OFFICE OF THE IRON COUNTY RECORDER; THENCE, ALONG THE SAID NORTHERLY LINE OF THE DWYER ANNEXATION, THE FOLLOWING SIX (6) COURSES: (1) SOUTH 87°38'45" WEST 1166.15 FEET, (2) SOUTHWESTERLY 267.45 FEET ALONG THE ARC OF A 713.94 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°27'49", CHORD BEARS SOUTH 76°54'51" WEST 265.89 FEET, (3) SOUTH 66°10'56" WEST 909.32 FEET, (4) SOUTHEASTERLY 176.41 FEET ALONG THE ARC OF A 522.96 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°19'37", CHORD BEARS SOUTH 56°31'45" WEST 175.57 FEET, (5) WEST 245.88 FEET, (6) SOUTH 66°10'38" WEST 34.19 FEET TO A POINT BEING 33.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE, 33.00 FEET WESTERLY AND RUNNING PARALLEL WITH THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21, NORTH 00°04'45" EAST 811.69 FEET TO THE NORTH LINE OF SAID SECTION 21 TO A POINT BEING NORTH 89°56'05" WEST 33.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 21; THEN 33.00 FEET WESTERLY AND RUNNING PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN, NORTH 00°17'05" EAST 280.62 FEET, THENCE NORTH 89°43'12" WEST 10.53 FEET TO A POINT BEING 43.53 FEET WESTERLY OF THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 16 AS DESCRIBED IN A CERTAIN WARRANTY DEED RECORDED JULY 26, 2022 AS ENTRY NO. 794568 AND SHOWN ON A RECORD OF SURVEY PREPARED BY PLATT & PLATT, INC, RECORDED AS PLAT NO. 3778 IN THE OFFICE OF THE IRON COUNTY RECORDER; THENCE RUNNING PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 16, NORTH 00°17'05" EAST 891.13 FEET, THENCE SOUTH 89°52'14" EAST 1369.05 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE, ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, SOUTH 00°25'10" WEST 427.25 FEET TO THE NORTH RIGHT-OF-WAY LINE OF I-15 AND THE N/A LINE; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE OF I-15 THE FOLLOWING FOUR (4) COURSES, (1) SOUTHEASTERLY 246.97 FEET ALONG THE ARC OF A 332.84 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42°30'49", CHORD BEARS SOUTH 75°03'53" EAST 241.34 FEET, (2) NORTH 89°06'34" EAST 251.92 FEET, (3) NORTH 89°31'31" EAST 588.58 FEET, (4) EASTERLY 255.75 FEET ALONG THE ARC OF A 768.51 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°04'03", CHORD BEARS NORTH 79°59'30" EAST 254.57 FEET TO THE EAST LINE OF SECTION 16, TOWNSHIP 34 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND



MERIDIAN, THENCE SOUTH 47°03'19" EAST 394.25 FEET TO A POINT ON THE WESTERLY LINE OF PAROWAN SOUTH INTERCHANGE ADDITION, RECORDED MAY 3, 2006 AS ENTRY NO. 528872 IN THE OFFICE OF THE IRON COUNTY RECORDER; THENCE, ALONG THE BOUNDARY OF SAID OF PAROWAN SOUTH INTERCHANGE ADDITION, THE FOLLOWING FOUR (4) COURSES: (1) SOUTHERLY 383.49 FEET ALONG THE ARC OF A 507.96 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°15'21", CHORD BEARS SOUTH 21°19'01" WEST 374.44 FEET, (2) SOUTH 00°16'19" EAST 66.55 FEET, (3) SOUTH 89°58'53" EAST 285.32 FEET, (4) NORTH 89°46'16" EAST 218.17 FEET; THENCE SOUTH 00°32'56" WEST 49.50 FEET TO THE NORTH LINE OF ANNEXATION PLAT FOR PAROWAN INVESTMENT GROUP, RECORDED OCTOBER 7, 1980 AS ENTRY NO. 222089 IN THE IRON COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE SOUTHLINE OF SAID SECTION 15; THENCE ALONG SAID NORTH LINE OF ANNEXATION PLAT FOR PAROWAN INVESTMENT GROUP AND THE SOUTH LINE OF SECTION 15, SOUTH 89°46'15" WEST 662.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,797,627 SQUARE FEET/87.181 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 Highway Services zone in accordance with the provision of PCMC 15.24 "Zoning Districts" and Section 10-9a-505, Utah Code Annotated, 1953, as amended.
5. A certified copy of the 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.

**PASSED AND ADOPTED** by the City Council and Mayor of the city of Parowan, Iron County, State of Utah, the 12 day of September, 2024.

PAROWAN CITY

Attested by:

Mollie Halterman, Mayor

Callie Bassett, City Recorder



**Voting on Next Page**

**VOTING:**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Councilmember David Burton	✓	—	—	—
Councilmember John Dean	✓	—	—	—
Councilmember Sharon Downey	✓	—	—	—
Councilmember David Harris	✓	—	—	—
Councilmember Rochell Topham	✓	—	—	—



**ANNEXATION AGREEMENT  
PAROWAN CITY  
HASLEM ANDERSON ANNEXATION  
ANDERSON AGREEMENT**

**SECTION ONE**

For the consideration herein, Parowan City ("City") agrees to adopt by Ordinance a Petition for Annexation by the applicants ("Petitioners") of the real property described in **Exhibit A**, that the City has posted the appropriate notice in a paper of general circulation to be set and heard with the City Council approving said annexation on condition of an acceptable annexation agreement, with the respective Petitioners.

**SECTION TWO**

MAP ANNEXATION LOCATION PLOT

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

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

All the requirements of U.C.A. §10-2-403 are met by the Petitioners.

**SECTION THREE**

CONDITIONS FOR ANNEXATION

In consideration for Parowan City's acceptance of Petitioners request to annex certain property into the municipal boundaries of Parowan City, Petitioners and Petitioners' successors-in-interest agree to comply with the following pre and/or post requisites imposed by the Town in this Agreement. Pre-requisite and post requisite conditions shall



**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 2**

be completed by Petitioners or Petitioners' successors-in-interest 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, and Parowan City reserves the right to deny any building permit until said terms are complied with hereunder:

1. The property to be annexed will be zoned Highway Services (HS-1).
2. Petitioners shall provide the necessary infrastructure to comply with the State and Local fire code and shall place fire hydrants within the property development as required by Parowan City Fire Department & International Fire Code (PCMC 11.02.010) to assure fire safety.
3. The annexation application fee of \$500.00 plus actual costs incurred by the City for payment of professional services, including but not limited to copying, mailing, clerk/staffing, publishing, legal, engineering, and surveying costs shall be paid by Petitioners.
4. Underground water rights are required to be deeded to City, as required by PSC 7.10.040. Said water right shall have a priority date of December, 1949, or older. If the development of the property is not started within sixty (60) days and the final quantity of required water rights not yet known, petitioners shall deed to City a minimum of one half (1/2) acre foot of water per parcel and shall deed additional water rights at time of development, if additional water rights are required per City code and standards.
5. Before constructing on said property, the Petitioners or any Successors in Interest shall ensure there is adequate access to the property by emergency vehicles, said adequacy to be determined by the Parowan City Fire Chief or other emergency authority, at the time the building permit is requested. All development shall be in accordance with Parowan City Code 15.56, et. seq.
6. Petitioners shall obtain all necessary easements and rights-of-way for installation and maintenance of all utility expenses including but not limited to electric, water, sewer, telephone, fiber, gas, and any other public utilities. Utilities shall be provided by City of Parowan Water, Sewer, and Power. Petitioners shall provide a recorded 7.5-foot easement on the sides and rear boundary of the property, and a 10-foot easement on the front of the Petitioner's property for future utility development and access as required by Parowan City. Petitioners and Petitioners' Successors in-interest agree not to construct permanent structures on said easements and acknowledges notice by Parowan

**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 3**

City that in the event Petitioners, or any Successors in interest, construct on the easements, the structures may be removed at the sole cost of Petitioners, or their Successors in interest, in the event the easement should be utilized by Parowan City. Petitioners shall be responsible for all utilities located within the subject property.

7. Culinary water sources are not currently located near the subject property. There are no existing fire hydrants near the subject property. The Petitioners or Successors in interest shall pay water installation costs including connection fees, impact fees. Petitioners and Parowan City may work together for better pricing, in accordance with the law and placement of the same shall be designated by Parowan City.
8. Petitioners or Successors in interest shall pay power installation costs including connection fees, impact fees.
9. Approval of this Annexation Agreement by Parowan City is conditional upon the other Petitioners included in the Haslem Anderson Annexation Agreements having fully executing and providing for the necessary extension of utilities, subject to any line extension agreements.
10. All installation of utilities shall be under the control and direction of Parowan City and shall be in accordance with Parowan City engineering standards as set forth by the City Code, including within the subject property.

**SECTION FOUR**

**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 or 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 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 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**

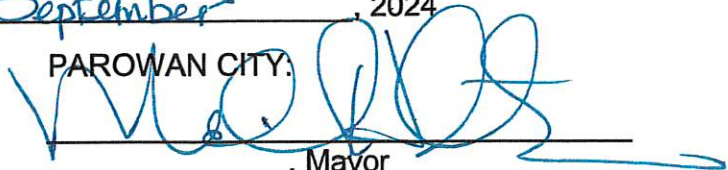
**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 6**

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.

DATED this 12 day of September, 2024

PAROWAN CITY:

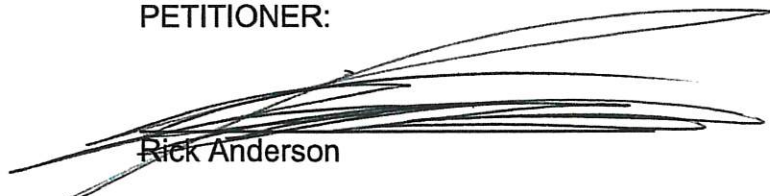
  
\_\_\_\_\_, Mayor

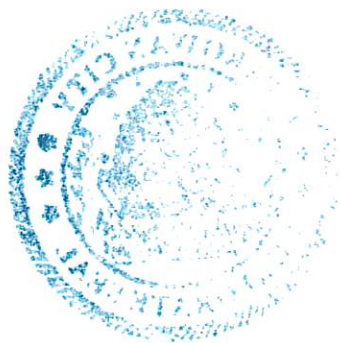
ATTEST:

  
\_\_\_\_\_, Clerk



PETITIONER:

  
Rick Anderson







**ANNEXATION AGREEMENT  
PAROWAN CITY  
HASLEM ANDERSON ANNEXATION  
HASLEM AGREEMENT**

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For the consideration herein, Parowan City ("City") agrees to adopt by Ordinance a Petition for Annexation by the applicants ("Petitioners") of the real property described in **Exhibit A**, that the City has posted the appropriate notice in a paper of general circulation to be set and heard with the City Council approving said annexation on condition of an acceptable annexation agreement, with the respective Petitioners.

**SECTION TWO**

MAP ANNEXATION LOCATION PLOT

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

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

All the requirements of U.C.A. §10-2-403 are met by the Petitioners.

**SECTION THREE**

CONDITIONS FOR ANNEXATION

In consideration for Parowan City's acceptance of Petitioners request to annex certain property into the municipal boundaries of Parowan City, Petitioners and Petitioners' successors-in-interest agree to comply with the following pre and/or post requisites imposed by the Town in this Agreement. Pre-requisite and post requisite conditions shall

**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 2**

be completed by Petitioners or Petitioners' successors-in-interest 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, and Parowan City reserves the right to deny any building permit until said terms are complied with hereunder:

1. The property to be annexed will be zoned Highway Services (HS-1).
2. Petitioners shall provide the necessary infrastructure to comply with the State and Local fire code and shall place fire hydrants within the property development as required by Parowan City Fire Department & International Fire Code (PCMC 11.02.010) to assure fire safety.
3. The annexation application fee of \$500.00 plus actual costs incurred by the City for payment of professional services, including but not limited to copying, mailing, clerk/staffing, publishing, legal, engineering, and surveying costs shall be paid by Petitioners.
4. Underground water rights are required to be deeded to City, as required by PSC 7.10.040. Said water right shall have a priority date of December, 1949, or older. If the development of the property is not started within sixty (60) days and the final quantity of required water rights not yet known, petitioners shall deed to City a minimum of one half (1/2) acre foot of water per parcel and shall deed additional water rights at time of development, if additional water rights are required per City code and standards.
5. Before constructing on said property, the Petitioners or any Successors in Interest shall ensure there is adequate access to the property by emergency vehicles, said adequacy to be determined by the Parowan City Fire Chief or other emergency authority, at the time the building permit is requested. All development shall be in accordance with Parowan City Code 15.56, et. seq.
6. Petitioners shall obtain all necessary easements and rights-of-way for installation and maintenance of all utility expenses including but not limited to electric, water, sewer, telephone, fiber, gas, and any other public utilities. Utilities shall be provided by City of Parowan Water, Sewer, and Power. Petitioners shall provide a recorded 7.5-foot easement on the sides and rear boundary of the property, and a 10-foot easement on the front of the Petitioner's property for future utility development and access as required by Parowan City. Petitioners and Petitioners' Successors in-interest agree not to construct permanent structures on said easements and acknowledges notice by Parowan



**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 3**

City that in the event Petitioners, or any Successors in interest, construct on the easements, the structures may be removed at the sole cost of Petitioners, or their Successors in interest, in the event the easement should be utilized by Parowan City. Petitioners shall be responsible for all utilities located within the subject property.

7. Culinary water sources are not currently located near the subject property. There are no existing fire hydrants near the subject property. All future water development and improvement upgrade servicing Petitioners' respective properties shall be paid by Petitioners or their Successors in interest, in so far as it services or is adjacent to Petitioners' property. The water lines shall be extended to the end of Petitioners' property as determined appropriate by Parowan City. Petitioners or their Successors in interest will assure that all utilities comply with all applicable codes, government regulations, and international fire codes. The Petitioners or Successors in interest shall pay all water installation costs including connection fees, impact fees, costs for materials, and any additional costs to run water to Petitioners' property. Petitioners and Parowan City may work together for better pricing, in accordance with the law and placement of the same shall be designated by Parowan City.
8. Petitioners or Successors in interest shall pay all power installation costs including connection fees, impact fees, costs for materials, and any additional costs to run power to Petitioners' property in accordance with the standards of Parowan City, including but not limited to installation and materials. Petitioners will be allowed to utilize existing City-owned conduit under I-15 for purposes of extending power under same, but will incur any additional unknown costs that arise out of doing so.
9. Petitioners shall be responsible to pay for all annexation costs including: attorney fees, recording fees, advertisement fees, postage fees, as well as any actual costs related to the annexation.
10. All installation of utilities shall be under the control and direction of Parowan City and shall be in accordance with Parowan City engineering standards as set forth by the City Code, including within the subject property.

**Parowan City  
Annexation Agreement  
Haslem Anderson  
Page 4**

**SECTION FOUR**

**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 or 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 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.

**Parowan City  
Annexation Agreement  
Haslem Anderson**

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**Page 5**

**SECTION SEVEN**  
**EFFECT OF PARTIAL INVALIDITY**

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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 either party or authorized representative of each party.

**SECTION TEN**  
**ASSIGNMENT OF RIGHTS**

**Parowan City  
Annexation Agreement  
Haslem Anderson**

**Page 6**

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.

DATED this 12 day of September, 2024

PAROWAN CITY:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk



PETITIONER:

DocuSigned by:

9/6/2024

Sam Haslem

\_\_\_\_\_  
Sam Haslem

PETITIONER:

DocuSigned by:

9/6/2024

Thomas Mulcock

\_\_\_\_\_  
Tom Mulcock

PETITIONER:

Signed by:

donald mantyla for dalmuti enterprises LLC

\_\_\_\_\_  
Don Mantyla





PETITIONER:

Signed by:  
*Richard Marchal* 9/6/2024  
466FE0416264401...  
Rick Marchal

PETITIONER:

9/6/2024

Signed by:  
*Dan Blake*  
C05FDECAA9D846E...  
Dan Blake

PETITIONER:

Signed by:  
*Richard P Goode* 9/6/2024  
45B4BAC078C94AD...  
Richard Goode



**NOTICE OF IMPENDING BOUNDARY ACTION**

**TO: Deidre M. Henderson, Lt. Governor of the State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of Parowan, Utah (the "Council"), acting in its capacity as the governing authority of the City of Parowan, Iron County, Utah, at a regular meeting of the Council, duly convened pursuant to notice, on September 12, 2024; adopted Ordinance 2024-16, An Ordinance Concerning the Haslem Anderson Annexation, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Annexation Ordinance").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Cod Ann. §17-23-20. Approved as a final local entity plat by the Surveyor of Iron County, Utah, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the annexation of the property into the legal boundaries of the City, as more particularly described in the Annexation Ordinance, have been met.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Annexation pursuant to and in conformance with the provisions of Utah Code Ann. §10-2-4.

**DATED** this 28th day of October, 2024.

**CITY COUNCIL, PAROWAN CITY, UTAH**  
acting in its capacity as the governing authority of the  
City of Parowan,

By: [Signature]  
Mayor

**VERIFICATION**

STATE OF UTAH    )  
                          :ss.  
County of Iron    )

The undersigned, being duly sworn upon oath, says that the facts set forth in the foregoing Notice of Impending Boundary Action are true, accurate, and complete to the best of the undersigned's knowledge and belief.

[Signature]  
Mayor, City Council, Parowan City, Utah

SUBSCRIBED AND SWORN to before me this 28 day of October, 2024.

[Signature]  
CITY RECORDER



