

STATE OF UTAH



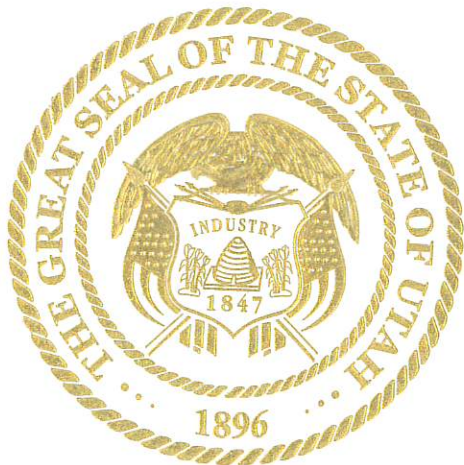
OFFICE OF THE LIEUTENANT GOVERNOR

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 known as the MOAB VALLEY FIRE PROTECTION DISTRICT ANNEXATION RESOLUTION NO. 2024-003 located in GRAND COUNTY, dated NOVEMBER 8, 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 MOAB VALLEY FIRE PROTECTION DISTRICT ANNEXATION RESOLUTION NO. 2024-003 located in GRAND COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 17th day of January, 2025 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

Memorandum of Understanding
Between
Moab Valley Fire Protection District,
and
Grand County, Utah
as a Cooperating Agency

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Moab Valley Fire Protection District (“MVFPD”) and Grand County, Utah (“Cooperator”) for the purpose of establishing roles, responsibilities and obligations of the annexation of portions of the unincorporated areas of Grand County.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies.

II. Purpose

The purposes of this MOU are:

- A. To designate Direct Financial Contributions, Facility and Capital improvement obligations, financial obligations associated with existing Interlocal Agreements, Utah Cooperative Wildfire System agreements, and other obligations of the parties.
- B. To provide a framework for communication, cooperation, and coordination between the parties.
- C. To recognize that the MVFPD is the lead agency with responsibility for the execution of all required documents including Notices, Lieutenant Governor Certification and Recording.
- D. To recognize that both the MVFPD and the Cooperator possess valuable skills, resources, knowledge and/or expertise that will assist during and after the transition period.
- E. To describe the respective responsibilities, jurisdictional authority, and/or expertise of each of the parties in the process of annexation.

III. Authorities for the MOU

- A. The authorities of the MVFPD to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. U.C.A. §17B-2a-301, *et seq.*
 - 2. U.C.A. §17B-1-401, *et seq.*
- B. Regulations implementing the above authorities:

1. Special Service District Act.

C. The authorities of Grand County to enter into this MOU include, but are not limited to:

1. Title 17, Utah Statute (e.g. 17-50-302)
2. Grand County Council Policies and Procedures

IV. Roles and Responsibilities

A. MVFPD Roles and Responsibilities:

1. As lead agency, the MVFPD retains final responsibility for the annexation process and the content of all documents associated with the process, including notices, petitions, maps, and certifications. In meeting these responsibilities, the MVFPD will follow all applicable statutory and regulatory requirements.
2. To the maximum extent possible, the MVFPD will consider the proposals, comments, recommendations, data, and/or analyses provided by the Cooperator in the annexation process, consistent with its responsibilities as lead agency, giving particular consideration to those topics on which the Cooperator is acknowledged to possess special expertise.
3. MVFPD will pay its costs associated with elections.
4. MVFD will continue to maintain an agreement with the Utah Cooperative Wildfire System (“CWS”) and will be responsible for all associated costs.

B. Cooperating Agency Roles and Responsibilities:

1. Grand County is a Cooperating Agency in the annexation process and has Direct Funding Obligations as described below:
 - a. Fiscal Year 2024 - Cooperator will contribute an additional \$140,000 to the previously paid \$150,000 for a total of \$290,000
 - b. Fiscal Year 2025 - Cooperator will contribute \$100,000.
 - c. Fiscal Year 2026 and beyond - MVFPD would be financially independent and would levy taxes to cover costs.
2. Cooperator will continue to pay Wildland Fire Services, including the Fire Warden.

3. Cooperator will maintain an agreement with CWS that covers the unincorporated area of Grand County and will be responsible for all associated costs.
4. Cooperator will continue paying its portion of the Lower Valley Interlocal Agreement, MVFPD will ensure the area covered by the agreement is within its district boundary.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this annexation process in good faith and make all reasonable efforts to resolve disagreements.
2. The Parties agree to provide mutual support whenever possible.
3. Each Party agrees to fund its own expenses associated with the annexation process, unless specified herein.
4. The parties agree to communicate in a regular and timely fashion regarding the annexation process.

V. Other Provisions

- A. Authorities not altered: Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations: Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available. Partners will bear their own costs for furnishing services under this agreement and will not claim reimbursement for those costs from the other.
- C. Immunity and Defenses Retained: Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

E. Partners will coordinate all public information releases related to annexation. No public information released by one partner may refer to the other partner or any employee of the partner agency, by name or otherwise, without the other party's prior approval.

F. Partners will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict partners' lawful discretion to act (or not act) in the manner they deem most appropriate in a particular situation.

G. This is not intended to increase the civil or criminal liability of member agencies or their employees and it shall not be construed as creating any mandatory obligation to, or on behalf of, third parties.

VI. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the MVFPD and the Cooperator, and final recordation of annexation.

B. Amendment. This MOU may be amended through written agreement of all signatories.

VII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Grand County
125 E. Center St.
Moab, UT 84532

Kevin Walker
KEVIN WALKER, Vice-Chair
Grand County Commission

7/17/2024 | 6:51 AM PDT
Date

ATTEST:

Gabriel Woytek
GABRIEL WOYTEK, Clerk/Auditor
Grand County

7/18/2024 | 9:28 AM PDT
Date

Moab Valley Fire Protection District

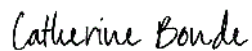


Archie Walker, Commission Chair
MVFPD

7/19/2024 | 6:36 AM PDT

Date

ATTEST:



Catherine Bonde, Clerk
MVFPD

7/18/2024 | 9:52 AM PDT

Date

**INTERLOCAL AGREEMENT BETWEEN
GRAND COUNTY AND
MOAB VALLEY FIRE PROTECTION DISTRICT**

THIS AGREEMENT (“Agreement”), is made into, and deemed effective in conformance with the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (the “Act”), the 4th day of November 2024 (“Effective Date”), by and between Moab Valley Fire Protection District, a Limited Purpose Local Government Entity (“MVFPD”), and Grand County, a political subdivision of the State of Utah (the “County”). Collectively the parties may be referred to as the “Parties” or individually as “Party”.

RECITALS

WHEREAS, the Interlocal Cooperation Act (Utah Code §§ 11-13-1, *et seq.*) allows local governmental agencies to enter into agreements that benefit their constituencies;

WHEREAS, the County and MVFPD are “public agencies” of the State of Utah for purposes of § 11-13-214 of the Act as defined by § 11-13-103(19) of the Act, and desire to enter into this Agreement to transfer certain property and assets and to provide for the orderly transition of fire protection services.

WHEREAS, MVFPD is an eligible entity pursuant to U.C.A. § 65A-8-203(1)(a)(ii), it intends to annex, and will have received authorization from the director the above mentioned code;

WHEREAS, the County intends to support the MVFPD in its mission and goal to provide wildland fire suppression services, and necessary fire services throughout the county;

WHEREAS, the MVFPD will manage, pay for, and operate the fighting needs of the County;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the Parties, the receipt and sufficiency of which are hereby acknowledged, and in compliance with and pursuant to the provisions of the Act, the Parties hereby agree as follows:

1. **Transfer of Assets.** The County hereby authorizes and agrees to convey its designated fire suppression and fire protection related equipment and assets (collectively, the “Assets”) as set forth on Exhibit “A” attached hereto and by reference incorporated herein, to the MVFPD. The MVFPD shall thereafter provide fire protection services in the boundaries of the County, excluding areas covered by outside protections, as shown on Exhibit “B”. This Agreement does not create a new interlocal entity.
2. **Effective Date.** The Effective Date of this agreement (“Agreement Effective Date”) shall be January 1, 2025, provided that:
 - a. this Agreement is approved by both the County and MVFPD governing bodies in accordance with U.C.A. § 11-13-202.5 of the Act prior to that date; and

- b. MVFPD approves annexation of those portions of unincorporated Grand County shown on Exhibit “B”.

3. Equipment; Facilities.

- a. Conveyance of Assets. Effective January 1, 2025, pursuant to authority granted in the Act, the County shall convey all of the Assets set forth at Exhibit “A” to MVFPD. Notwithstanding the foregoing,
 - i. The Fund(s) including the \$450,000.00 (the “Fund”) as described on Exhibit A to the MVFPD no later than January 30, 2024; and,
 - ii. MVFPD and the County agree that the County may hold back a total of \$30,000 (the “Escrow Amount”) from the Fund to be held in escrow for the purpose described in Section 3(d) below. Conveyance of the Assets other than the Fund shall be by way of general bill of sale.
- b. Further Assurances. Each of the Parties hereto shall execute and deliver such additional documents, instructions, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- c. Future Payments Received by County. The Parties agree that any future income the County may receive for fire protection activities shall be remitted to MVFPD within 30 days of receipt.
- d. Accounting Matters; Escrow. Pursuant to the requirements of the Utah Uniform Fiscal Procedures Act for Counties, Utah Code Ann. § 17-36-1, *et seq.*, County Accounting is done on a modified accrual basis. Accordingly
 - i. For any County liability or payment that accrues hereunder on or before December 31, 2024, the County shall make those payments or satisfy those liabilities from the Fund(s) described in Exhibit “A” prior to transferring same to the District; and,
 - ii. For the County liability or payment that accrues hereunder after December 31, 2024, including but not limited to modifications, refunds, or payments (including those made pursuant to Section 3(c) hereof), the County will make those payments or satisfy those liabilities from the Escrow Amount. The County will transfer any remaining balance from the Escrow Amount to the District on April 1, 2025.

4. Personnel.

- a. Employment. Effective as of December 31, 2024, at 11:59 P.M. (the “Transfer Date”), the County shall dissolve the Thompson Special Service Fire District (TSSSFDF), thus terminating the employment of those who are singularly employed under Thompson Springs Special Service Fire District (“TSSSFDF Employees”). Thereafter, MVFPD shall have the option, at its sole discretion, to offer employment to some or all of the TSSSFDF Employees. All compensation time owed to TSSSFDF Employees as of the Transfer Date will be paid to such employees as part of his or her final County paycheck.
- b. Accrued Leave Liability. Those TSSSFDF Employees who accept an offer of employment with MVFPD shall, at the discretion of MVFPD and the County, be allowed to carry forward to their employment with MVFPD all accrued sick leave and vacation time. In the event that a TSSSFDF Employee who has accrued sick leave and/or vacation time is

not offered employment by MVFPD, the County shall pay that employee out according to county policy, and from the County's TSSSF fund.

5. **Indemnification.** The parties are governmental entities under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et seq.*) (the "Immunity Act"). Consistent with the terms of the Immunity Act as provided herein, it is mutually agreed that each is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The Parties do not waive any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act. The County shall defend, indemnify, save and hold harmless the MVFPD (including its officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising out of this Agreement or from the provision of fire protection services by the County prior to the date hereof, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of MVFPD or its officers or employees. Similarly, MVFPD shall defend, indemnify, save and hold harmless the county (including its elected officials, officers and employees) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorney's fees and costs of suit) relating to or arising out of this agreement or from the provision of fire protection services by MVFPD on and after the date hereof, except where such demands, claims, actions or proceedings resulting from the negligence or misconduct of the County or its officers or employees.
6. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received:
- a. Upon personal delivery or actual receipt thereof; or
 - b. Within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to respective Parties as set forth below:

IF TO THE COUNTY:

Grand County
125 E. Center St.
Moab, UT 84532

IF TO MVFPD:

Moab Valley Fire Protection District
45 South 100 East
Moab, UT 84532

Such address and designees for notice may be changed by either Party upon written notice in accordance with this section.

7. **Additional Provisions.** The following provisions also are integral to this agreement:

- a. Titles and Captions. All sections titles or captions herein are for convenience only, Such titles and captions shall not be deemed part of the Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.
- c. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- d. Integration. This Agreement constitutes the entire agreement between Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, excluding those in the Memorandum of Understanding signed on July 19, 2024
- e. Time. Time is of the essence hereof.
- f. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
- g. Waiver. No failure by either Party to insist upon strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise and right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligation hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of the Agreement, but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other existing or subsequently occurring breach.
- h. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more provisions of this Agreement shall not preclude the exercise of any other provision hereof.
- i. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid, unenforceable or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or provision herein contained. If a condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- j. Exhibits. All exhibits attached to this Agreement and to the recitals hereto are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- k. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- l. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with Utah Code § 11-13-202.5.

- m. Amendment. This Agreement may not be amended or modified in any respect without the written consent of both Parties. Promptly upon such consent, both Parties shall mutually execute and deliver an amendment to this Agreement. The Agreement shall be effective upon this occurring.
- n. No Third Party Beneficiaries. This Agreement is entered into by the Parties solely for the benefit of the Parties hereto. No obligation, benefit, or rights are intended to be created or are created in any third party by execution hereof.
- o. Fee simple determinable with the possibility of a reverter. If any of the real property conveyed in this agreement is not utilized for firefighting purposes it will revert to the ownership of the grantor. TSSSFDF will convey real property as a fee simple determinable, and Grand County will convey a general bill of sale subject to the same terms.
- p. Execution of Necessary Documents. All Parties hereto agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties hereto have executed this ILA on the dates shown below.

Grand County
125 E. Center St.
Moab, UT 84532

Jacques Hadler, Chair
Grand County Commission

Date

ATTEST:

Gabriel Woytek, Clerk/Auditor
Grand County

Date

Moab Valley Fire Protection District

Archie Walker, Commission Chair
MVFPD

Date

ATTEST:

Catherine Bonde, Clerk
MVFPD

Date

DRAFT

Exhibit A

Assets > \$5,000.00 - 2024

	Parcel No.	Description	Address	Owner	Cost New	Year acqd.	Depreciated value (2024)
Real Property							
	07-0021-0130	Thompson Firehouse	337 S. Firehouse Ln. Thompson Springs, UT 84540	The Thompson Springs Fire District			
	01-0B13-0008	Moab Firehouse	59 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			
	01-0B13-0017	Moab Firehouse	51 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			
	01-0B13-0007	Moab Firehouse	51 E. 100 S. Moab, UT 84532	Municipal Building Authority of Grand County			

	Asset #	Description	Date Acq.		Cost New		Depreciated Value
TSSSFD Assets							

	0647	Ford F-350	07/01/2003				\$5,230.00
	0648	Water Tank	07/01/2002				\$6,728.63
	0649	Freightliner Fire Truck	09/20/2013				\$243,981.50
	0652	Structure	07/01/1997		\$10,104.50		\$3,407.17
	0653	Structure	07/01/2004		\$24,971.78		\$12,793.79
		Generator	2020		\$8,600.00		
		Pump for Engine	2021		\$10,000.00		
		Extrication Tool	2022		\$8,500.00		

Monetary Contribution (the "Fund") = \$450,000.00



88 E Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

- NEW MVFD BOUNDARY
- BOUNDARIES EXCLUDED FROM MVFD
- EXISTING MVFD BOUNDARY
- MVFD BOUNDARY
- EXCLUDED AREA BOUNDARY
- TOWNSHIP SECTION

PROJECT TYPE:
LOCAL ENTITY BOUNDARY SURVEY

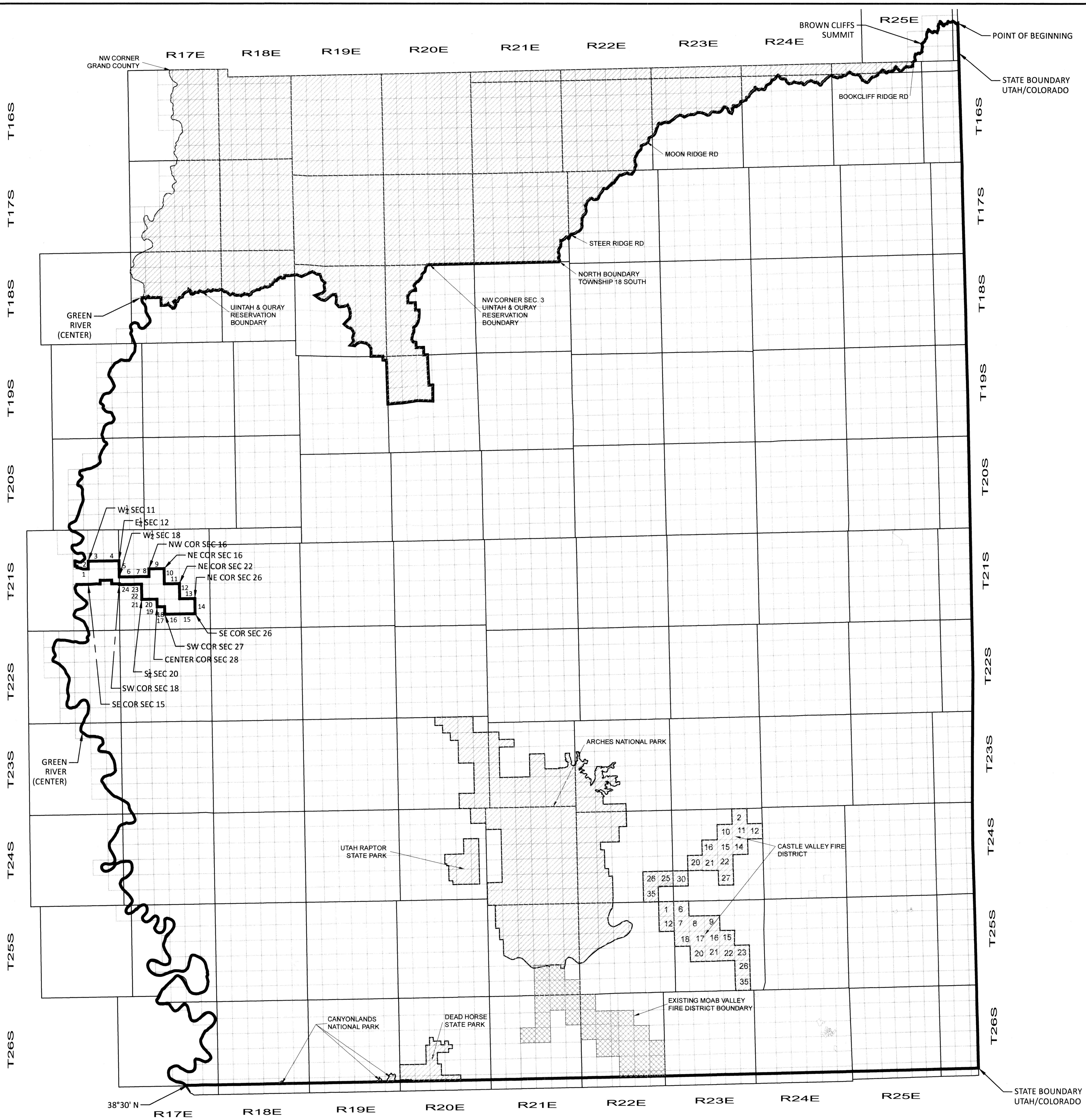
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
MOAB VALLEY FIRE PROTECTION DISTRICT (MVFD)

DATE
01/03/2024

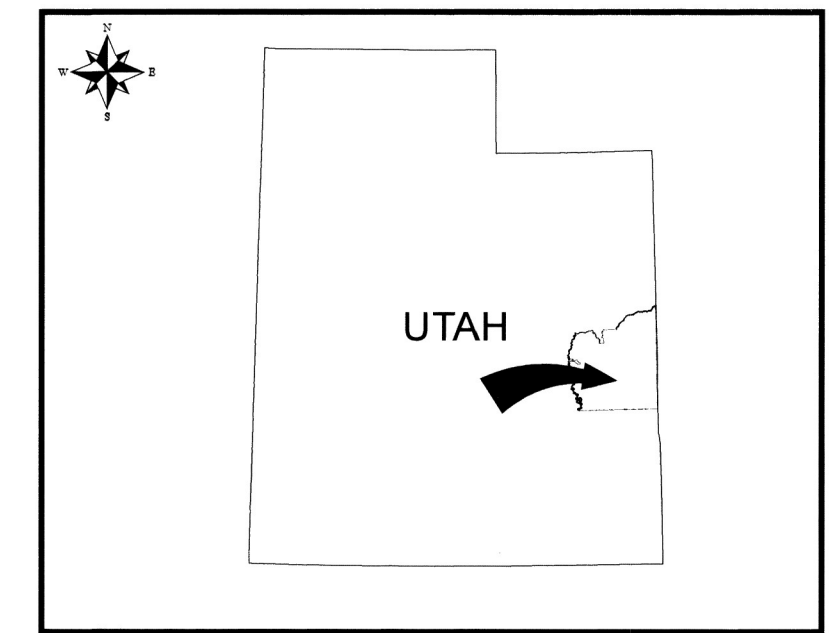
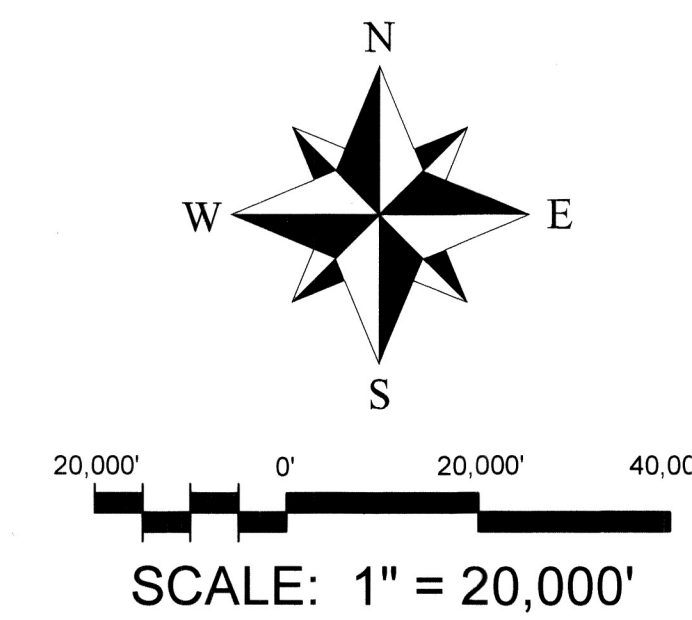
SHEET 1 OF 1

JOB NUMBER:
178-24



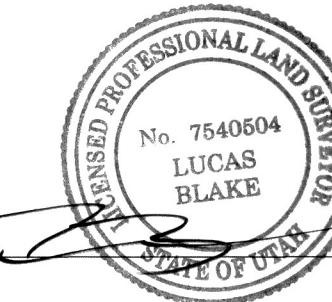
FINAL LOCAL ENTITY PLAT MOAB VALLEY FIRE PROTECTION DISTRICT GRAND COUNTY, UTAH

Line #	Direction	Length
1	N 90°00'00" E	1618.40'
2	N 0°00'00" E	2640.00'
3	N 90°00'00" E	5311.70'
4	N 90°00'00" E	5312.30'
5	S 0°00'00" E	5280.00'
6	N 89°56'00" E	5078.70'
7	N 89°57'00" E	5280.70'
8	N 0°03'00" W	2640.00'
9	N 89°55'00" E	5294.50'
10	S 0°02'00" E	5280.00'
11	N 89°58'00" E	5278.70'
12	S 0°01'00" E	5280.00'
13	N 89°58'00" E	5281.30'
14	S 0°01'00" E	5280.00'
15	S 89°57'00" W	5277.40'
16	S 89°57'00" W	5283.90'
17	N 0°02'00" W	2640.00'
18	S 89°57'00" W	2640.00'
19	N 0°02'00" W	2640.00'
20	S 89°57'00" W	2639.30'
21	S 89°55'00" W	2640.60'
22	N 0°03'00" W	5280.00'
23	S 89°57'00" W	2640.00'
24	S 89°56'00" W	5078.00'



SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this Local Entity Plat as **MOAB VALLEY FIRE PROTECTION DISTRICT** in accordance with Section 17-23-20, have verified all measurements and monumented corners as shown on plat.



Lucas Blake
License No. 7540504

1/2/25
DATE

MOAB VALLEY FIRE PROTECTION DISTRICT BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE SUMMIT OF THE BROWN CLIFFS WITH THE EASTERN BOUNDARY OF THE STATE, THENCE WESTERLY ALONG THE SUMMIT OF SAID CLIFFS TO THE INTERSECTION OF BOOKCLIFF RIDGE ROAD (CR #194); THENCE SOUTHWESTERLY ALONG SAID ROAD AND ALSO FOLLOWING MOON RIDGE ROAD (CR #209) AND ALSO FOLLOWING STEER RIDGE ROAD (CR #211) TO THE NORTHERN BOUNDARY OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 21 EAST, SLB&M; THENCE WESTERLY ALONG NORTHERN BOUNDARY OF SAID TOWNSHIP TO THE NORTHWEST CORNER OF SECTION 3, T18S, R20E, SLB&M, SAID POINT ALSO BEING ON THE BOUNDARY OF THE UINTAH & OURAY RESERVATION; THENCE WITH SAID RESERVATION BOUNDARY SOUTHWESTERLY TO THE MIDDLE OF THE MAIN CHANNEL OF THE GREEN RIVER; THENCE SOUTHERLY DOWN THE MIDDLE OF SAID CHANNEL TO A POINT 645.76 FEET PERPENDICULARLY EAST OF THE WEST LINE OF SECTION 10 OF TOWNSHIP 21 SOUTH, RANGE 16 EAST, SLB & M; SAID POINT IS ALSO N 56°22'31" W 5583.17 FEET MORE OR LESS FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 16 EAST, SLB&M; THENCE SOUTH 1550.8 FEET PARALLEL WITH AND 647.76 FEET EAST OF THE WEST LINE OF SECTION 10; THENCE EAST 689.0 FEET; THENCE SOUTH 548.2 FEET TO A POINT 400.0 FEET NORTH OF NORTHERN RIGHT-OF-WAY LINE OF US HIGHWAY 6 & 50; THENCE SOUTHEASTERLY 1350 FEET ALONG A LINE 400.0 FEET NORTH AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 6 & 50 TO A POINT ON THE EAST LINE OF THE SW ¼ OF SECTION 10, THENCE SOUTH 59.0 FEET ALONG THE QUARTER SECTION LINE TO A POINT 277.0 FEET NORTH OF THE SOUTH QUARTER CORNER OF SECTION 10; THENCE SOUTHEASTERLY 1058.5 FEET ALONG A LINE 400.0 FEET NORTH AND PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF THE US HIGHWAY 6 & 50 TO A POINT ON THE NORTH LINE OF SECTION 15; THENCE EAST 1618.4 FEET ALONG SECTION LINE TO THE SOUTHWEST CORNER OF SECTION 11, THENCE NORTH 2640.0 FEET ALONG THE WEST LINE OF SAID SECTION 11 TO THE WEST QUARTER CORNER OF SECTION 11, THENCE EAST 5311.7 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SECTION 11; THENCE EAST 5312.3 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SECTION 12, THENCE SOUTH 5280 FEET MORE OR LESS TO THE WEST QUARTER CORNER OF TOWNSHIP 21 SOUTH RANGE 17 EAST SECTION 18 SLB & M; THENCE N 89°56' E 5078.7 FEET ALONG THE QUARTER SECTION LINE TO THE WEST QUARTER CORNER OF SECTION 17; THENCE N 89°57' E 5280.7 FEET ALONG THE QUARTER SECTION LINE TO THE WEST QUARTER CORNER OF SECTION 16; THENCE N 0°03' W 2640.0 FEET ALONG SECTION LINE TO THE NORTHWEST CORNER OF SECTION 16; THENCE N 89°55' E 5294.5 FEET ALONG SECTION LINE TO THE NORTHEAST CORNER OF SECTION 15; THENCE S 0°02' E 5280.0 FEET ALONG SECTION LINE TO THE NORTHWEST CORNER OF SECTION 22, THENCE N 89°58' E 5278.7 FEET ALONG SECTION LINE TO THE NORTHEAST CORNER OF SECTION 22; THENCE S 0°01' E 5280.0 FEET ALONG SECTION LINE TO THE NORTHWEST CORNER OF SECTION 26; THENCE N 89°58' E 5281.3 FEET ALONG SECTION LINE TO THE NORTHEAST CORNER OF SECTION 26; THENCE S 0°01' E 5280 FEET ALONG SECTION LINE TO THE SOUTHEAST CORNER OF SECTION 26; THENCE S 89°57' W 5277.4 FEET ALONG SECTION LINE TO THE SOUTHEAST CORNER OF SECTION 27; THENCE S 89°57' W 5283.9 FEET ALONG SECTION LINE TO THE SOUTHWEST CORNER OF SECTION 27; THENCE N 0°02' W 2640.0 FEET ALONG SECTION LINE TO THE EAST QUARTER CORNER OF SECTION 28; THENCE S 89°57' W 2640.0 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER OF SECTION 28; THENCE N 0°02' W 2640.0 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 21; THENCE S 89°57' W 2639.3 FEET ALONG SECTION LINE TO THE SOUTHEAST CORNER OF SECTION 20; THENCE S 89°55' W 2640.6 FEET ALONG SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 20; THENCE N 0°03' W 5280.0 FEET TO THE SOUTH QUARTER CORNER OF SECTION 17; THENCE S 89°57' W 2640.0 FEET ALONG SECTION LINE TO THE SOUTHEAST CORNER OF SECTION 18; THENCE N 0°03' W 5280.0 FEET TO THE SOUTH QUARTER CORNER OF SECTION 18; THENCE NORTH TO THE SOUTH EAST CORNER OF TOWNSHIP 18 SOUTH RANGE 16 EAST SECTION 13 SLB&M; THENCE WEST 2648.2 FEET ALONG THE NORTH LINE OF THE S ½ OF THE SW ¼ OF SECTION TO THE NORTHWEST CORNER OF THE S ½ OF THE SW ¼ OF SECTION 13; THENCE WEST 1323.3 FEET ALONG THE NORTH LINE OF THE SE ¼ OF THE SE ¼ OF SECTION 14 TO THE NORTHWEST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 14; THENCE SOUTH 1320 FEET ALONG THE WEST LINE OF THE SE ¼ OF THE SE ¼ OF SECTION 14 TO THE SOUTHWEST CORNER OF THE SE ¼ OF THE SE ¼ OF SECTION 14; THENCE WEST 3969.9 FEET ALONG THE SOUTH LINE OF SECTION 14 TO THE SOUTHEAST CORNER OF SECTION 15; THENCE WEST 4522.2 FEET ALONG THE SOUTH LINE OF SECTION 15 TO THE CENTERLINE OF THE GREEN RIVER, BEING THE BOUNDARY BETWEEN GRAND AND EMERY COUNTIES; THENCE SOUTHERLY DOWN THE MIDDLE OF SAID CHANNEL TO PARALLEL 38 DEGREES 30 MINUTES NORTH LATITUDE; THENCE EAST TO THE STATE BOUNDARY; THENCE NORTH ALONG THE STATE BOUNDARY TO THE POINT OF BEGINNING.

- LESS, THE AREA LOCATED WITHIN THE CASTLE VALLEY FIRE DISTRICT DESCRIBED AS:
T24S, R22E, SLB&M - SEC. 25, 26, & 35; T24S, R23E, SLB&M - SEC. 2, 10-12, 14-16, 20-22, 27, & 30; T25S, R22E, SLB&M - SEC. 1 & 12; T25S, R23E, SLB&M - SEC. 6-9, 15-18, 20-23, 26, 35.
- LESS, THE AREA LOCATED WITHIN ARCHES NATIONAL PARK BOUNDARY.
- LESS, THE AREA LOCATED WITHIN THE PORTIONS OF CANYONLANDS NATIONAL PARK LOCATED WITHIN GRAND COUNTY, UTAH.
- LESS, THE AREA LOCATED WITHIN THE PORTION OF DEAD HORSE STATE PARK LOCATED WITHIN GRAND COUNTY, UTAH.
- LESS, THE AREA LOCATED WITHIN UTAH RAPTOR STATE PARK.

SURVEYOR NOTES

THIS PLAT IS TO DEPICT AND DESCRIBE TO THE BEST OF MY ABILITIES THE SERVICE AREA OF THE MOAB VALLEY FIRE PROTECTION DISTRICT.

COUNTY SURVEYOR CERTIFICATE OF APPROVAL

APPROVED BY THE GRAND COUNTY SURVEYOR THIS 2nd DAY OF January, 2025.

[Signature]
GRAND COUNTY SURVEYOR

[Stamp]
STAMP

APPROVAL AND ACCEPTANCE BY MOAB VALLEY FIRE PROTECTION DISTRICT

ON THIS 2nd DAY OF January, 2025.

[Signature]
DISTRICT CLERK

[Signature]
CHAIR, BOARD

COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

MOAB VALLEY FIRE PROTECTION DISTRICT

RESOLUTION NO. 2024-003

A RESOLUTION OF THE MOAB VALLEY FIRE PROTECTION DISTRICT DECLARING ANNEXATION OF PORTIONS OF UNINCORPORATED AREAS OF GRAND COUNTY

WHEREAS, the Moab Valley Fire Protection District is a Special Service District organized and existing under the laws of the State of Utah; and

WHEREAS, the Commission of the Moab Valley Fire Protection District, (the "District") has prepared, publicly noticed and advertised the proposed annexation into the District; and

WHEREAS, a public hearing was held the 30th day of September 2024 at the District's Station #1, 45 South 100 East, Moab, Utah; and

WHEREAS, the District Commission has heard all parties in favor of accepting the petition for annexation and those in opposition thereto.

NOW, THEREFORE, BE IT RESOLVED by the Moab Valley Fire Protection District that the petition for annexation of the land described as follows be accepted into the Moab Valley Fire Protection District:

Beginning at the intersection of the summit of the Brown Cliffs with the eastern boundary of the State, thence westerly along the summit of said cliffs to the Third Standard Parallel south; thence west to the middle of the main channel of the Green River; thence southerly down the middle of said channel to a point 645.76 feet perpendicularly east of the west line of section 10 of Township 21 South Range 16 East SLB & M; said point is also N 56°22'31" W 5583.17 feet more or less from the southwest corner of section 11 Township 21 South Range 16 East SLB & M; thence south 1550.8 feet parallel with and 647.76 feet east of the west line of section 10; thence east 689.0 feet; thence south 548.2 feet to a point 400.0 feet north of the north right-of-way line of US Highway 6 & 50; thence southeasterly 1350 feet along a line 400.0 feet north and parallel with the north right-of-way line of US Highway 6 & 50 to a point on the east line of the SW 1/4 of section 10, thence South 59.0 feet along the quarter section line to a point 277.0 feet north of the south quarter corner of section 10; thence southeasterly 1058.5 feet along a line 400.0 feet north and parallel with the north right-of-way line of US Highway 6 & 50 to a point on the north line of section 15; thence east 1618.4 feet along section line to the southwest corner of section 11, thence North 2640.0 feet along the west line of said section 11 to the west quarter corner of section 11, thence east 5311.7 feet along the quarter section line to the east quarter corner of section 11; thence east 5312.3 feet along the quarter section line to the east quarter

corner of section 12, thence south 5280 feet more or less to the west quarter corner of Township 21 South Range 17 East Section 18 SLB & M; thence N 89°56' E 5078.7 feet along the quarter section line to the west quarter corner of section 17; thence N 89°57' E 5280.7 feet along the quarter section line to the west quarter corner of section 16; thence N 00°03' W 2640.0 feet along section line to the northwest corner of section 16; thence N 89°55' E 5294.5 feet along section line to the northeast corner of section 16; thence S 00°02' E 5280.0 feet along section line to the northwest corner of section 22, thence N 89°58' E 5278.7 feet along section line to the northeast corner of section 22; thence S 00°01' E 5280.0 feet along section line to the northwest corner of section 26; thence N 89°58' E 5281.3 feet along section line to the northeast corner of section 26; thence S 0°01' E 5280 feet along section line to the southeast corner of section 26; thence S 89°57' W 5277.4 feet along section line to the southeast corner of section 27; thence S 89°57' W 5283.9 feet along section line to the southwest corner of section 27; thence N 00°02' W 2640.0 feet along section line to the east quarter corner of section 28; thence S 89°57' W 2640.0 feet along the quarter section line to the center quarter of section 28; thence N 00°02' W 2640.0 feet along the quarter section line to the south quarter corner of section 21; thence S 89°57' W 2639.3 feet along section line to the southeast corner of section 20; thence S 89°55' W 2640.6 feet along section line to the south quarter corner of section 20; thence N 00°03' W 5280.0 feet to the south quarter corner of section 17; thence S 89°57' W 2640.0 feet along section line to the southeast corner of section 18; thence S 89°56' W 5078.0 feet to the southwest corner of section 18; thence north to the southeast corner of Township 21 South Range 16 East Section 13 SLB & M; thence west 2648.2 feet along the north line of the S 1/2 of the SW 1/4 of section to the northwest corner of the S 1/2 of the SW 1/4 of section 13; thence west 1323.3 feet along the north line of the SE 1/4 of the SE 1/4 of section 14 to the northwest corner of the SE 1/4 of the SE 1/4 of section 14; thence south 1320 feet along the west line of the SE 1/4 of the SE 1/4 of section 14 to the southwest corner of the SE 1/4 of the SE 1/4 of section 14; thence west 3969.9 feet along the south line of section 14 to the southeast corner of section 15; thence west 4522.2 feet along the south line of section 15 to the centerline of the Green River, being the boundary between Grand and Emery Counties; thence southerly down the middle of said channel to parallel 38 degrees 30 minutes north latitude; thence east to the State boundary; thence north along the State boundary to the point of beginning.

Less areas included in: current Moab Valley Fire Protection District; included in Castle Valley Fire District; within the boundary of a National or State Park, or Indian Tribal Lands; or as shown on the Moab Valley Fire Protection District's Annex Area Map.

The annexation does not change the relationship between Moab Valley Fire Protection District and State and Federal Land agencies. Moab Valley Fire Protection District will adhere to all agreements between the responsible parties.

SIGNED AND DATED this 4 day of November, 2024

By: [Signature]
Chairman Archie Walker



VOTING:

Archie Walker	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Jim McGann	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Charlie Harrison	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:

[Signature]
Catherine Bonde
District Clerk



Moab Valley Fire Protection District

45 South 100 East, Moab, Utah 84532
Phone: 435-259-5557

Commissioners:

Chairman: Archie Walker
Treasurer: Jim McGann
Commissioner: Charlie Harrison

Chief: TJ Brewer
Administrator: Cathy Bonde

Office of the Lieutenant Governor
Lieutenant Governor Deidre M. Henderson
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

RE: NOTICE OF IMPENDING BOUNDARY ACTION


Lieutenant Governor Deidre M. Henderson:

This notice of impending boundary action is submitted by Moab Valley Fire Protection District, a local service district organized and existing under the laws of the State of Utah.

Moab Valley Fire Protection District has taken action to change its boundary to include the majority of Grand County, Utah. We are requesting a certificate of annexation.

At the request of Grand County, Moab Valley Fire Protection District has provided fire protection services to the majority of the proposed annexation area for multiple years preceding this petition. Both parties find it in the best interest of citizens to provide service to the area through annexation into Moab Valley Fire Protection District. Support of the Grand County Commission is represented by the Memorandum of Understanding and Interlocal Agreement included in this petition; both of which were approved by the Grand County Commission and the Commission of Moab Valley Fire Protection District.

On behalf of the Commission of Moab Valley Fire Protection District, I certify that all requirements applicable to the boundary action have been met; including all public noticing required in relation to a public hearing that was held on September 30th at the District's Station #1, 45 South 100 East, Moab, Utah.

Archie Walker 
Chairman
Moab Valley Fire Protection District