



ENT 14166:2011 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2011 Feb 16 12:33 pm FEE 0.00 BY SS  
RECORDED FOR LEHI CITY CORPORATION

**MICRON II**  
**ANNEXATION AGREEMENT**

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of December, 2010, by and between **LEHI CITY CORPORATION**, a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS**, hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner

and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.

3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **TH-5 Transitional Holding**.

5. There will be no water right dedication required as a condition of recording the annexation plat because of the TH-5 zoning designation. Approval of any application for development shall be in accordance with the Lehi City Development Code, including Chapter 27, Annexation Procedures and Water Rights Conveyance Requirements partially summarized in Exhibit B (attached).

6. The extension of all city utility lines and services will be the responsibility of the Developer.

7. At the time of development, Developer will be responsible for the cost of the relocation, removal or purchase of any existing Rocky Mountain Power lines and/or facilities affected by the development.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

*[Signature]* 2/14/2011  
Lehi City Mayor Date

Attest:  
*[Signature]*  
Lehi City Recorder



REVIEWED  
MTI Legal

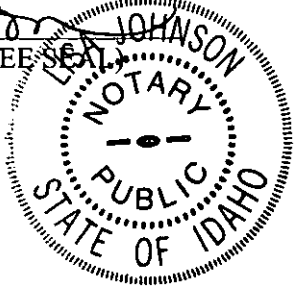
*[Signature]* 2/10/11  
Property Owner Date

ACKNOWLEDGMENT

STATE OF IDAHO  
S.S.  
COUNTY OF ADA

ON THE 10<sup>TH</sup> DAY OF FEBURARY A.D. 2011 PERSONALLY APPEARED BEFORE ME JOHN R. AMBROSE, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 8/12/11

*Lisa Johnson*  
NOTARY PUBLIC (SEE SEAL)  


ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF UTAH

ON THE 14 DAY OF February A.D. 2011 PERSONALLY APPEARED BEFORE ME  
Mayor Bert Wilson, THE SIGNERS OF THE FOREGOING  
DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 11-1-11

*Judith A. Johnson*  
NOTARY PUBLIC (SEE SEAL)



## EXHIBIT "A"

**BOUNDARY DESCRIPTION**

A portion of the NE1/4 of Section 28, and a portion of the NW1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the existing Draper City Corporate limits, being the Northeast Corner of Section 28, T4S, R1E, S.L.B. & M.; thence S0°01'27"E along the Section line and limits of Draper City 1,133.33 feet to a point located 198.00 feet north of the Southwest Corner of the NW1/4 of the NW1/4 of Section 27; thence N77°15'00"E along said limits of Draper City 30.76 feet to a common point between the Corporate Limits of Draper and Lehi City; thence along said limits of Lehi City the following 4 (four) courses: S0°01'27"E 204.70 feet; thence S89°50'28"W along the 40 acre (1/16th Section) line 30.00 feet to said Southwest Corner of the NW1/4 of the NW1/4 of said Section 27; thence S75°39'13"W 1,485.93 feet; thence N14°00'00"W 30.00 feet to a common point between the Corporate limits of Lehi and Draper City; thence along said limits of Draper City the following 2 (two) courses: N0°01'47"W 1,674.53 feet to the north line of Section 28; thence S89°50'13"E along the Section line 1,447.16 feet to the point of beginning.

Contains: 50.58+/- acres

## EXHIBIT "B"

LEHI CITY  
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. **General Requirements.** The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. **Irrigation Company Shares.** If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. **Fee in Lieu of Future Assessments.** Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one time payment to Lehi City equal to the most recent assessment levied against the shares being transferred to the City multiplied by 15.

4. **Non-irrigation Company Shares.** The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

- a. Prepare warranty deed to transfer title to Lehi City
- b. Record deed at the Utah County Recorder's Office
- c. Transfer title to Lehi City at the State Engineer's Office
- d. Deliver recorded deed to Lehi City