

AMERICAN STONE

ANNEXATION AGREEMENT

ENT 20772 BK 4983 PG 206
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Feb 22 12:55 pm FEE 0.00 BY JRD
RECORDED FOR LEHI CITY

②

THIS AGREEMENT made and entered into this 19 day of February, 1999, 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, connection fees, impact fees and any and all other such fees as are so made and provided.

4. The property will be zoned as **C (Commercial)**.

5. Owners will be required to dedicate water rights to Lehi City as a condition of recording the annexation plat. The amount of water required for dedication has been determined to be 5 Lehi Irrigation Shares (13 acre-feet) or an equivalent amount of another water right as approved by the Lehi City Engineer. Acreage owned by the Utah State Road Commission will not require water dedication. When water right transfers occur, they must comply with Exhibit "B" (attached). The water dedication requirement has been met by the following:

- a. 12 acre feet Highland Conservation Water
- b. 1 acre foot purchased from MWD

6. As property is developed, roadway dedication will be required along the Frontage Road (2100 North) to accommodate the 70 foot Major Collector road identified on the Lehi City Master Transportation Plan and also along 1200 West to accommodate the 80 foot Major Arterial road identified on the Lehi City Master Transportation Plan.

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



Samuel J. Stumwood 2/19/99
Lehi City Mayor Date

William W. Yates
Lehi City Recorder

Lon Thomas 2-9-99
Property Owner Date
Plus American Stone

Property Owner Date

Property Owner Date

Property Owner Date


Attachment "A"

SURVEYOR'S CERTIFICATE

ENT 20772 BK 4983 PG 209

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS MAP OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND THAT IT IS TRUE AND CORRECT. I ALSO CERTIFY THAT THE BOUNDARY IS BOUNDED AND DESCRIBED AS SHOWN BELOW.

JAN 11, 1999
DATE



SURVEYOR
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°50'30" East 17.45 feet from the West 1/4 corner of Section 5, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence North 00°17'51" East 880.73 feet;
Thence South 89°42'09" East 26.82 feet;
Thence South 64°11'37" East 169.46 feet;
Thence South 41°55'45" East 163.50 feet;
Thence South 45°21'27" East 737.67 feet;
Thence South 01°05'56" East 164.58 feet;
Thence South 89°50'30" West 821.22 feet to the point of beginning.

Area contained: 458,766 sf or 10.532 acres

**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 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