

**LEHI BLOCK PLANT
ANNEXATION AGREEMENT**

ENT 12433 BK 4520 PG 604
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Feb 10 8:48 am FEE 0.00 BY SS
RECORDED FOR LEHI CITY

THIS AGREEMENT made and entered into this 31 day of Dec, 1997, by and between **LEHI CITY CORPORATION**, a municipal corporation of the State of Utah and **LEHI BLOCK COMPANY & MALT INVESTMENTS** 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, water dedication fees and any and all other such fees as are so made and provided.

4. **Water Dedication:** The owner must deed water rights to the City upon annexation. 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 the 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. The amount of water to be dedicated will be based upon the zone designation upon annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the schedule. Partial shares will be rounded up to the next full share.

Quantity to be Dedicated - The amount of water required for the Lehi Block Company/MALT portion of this annexation, exclusive of that area currently being served by Lehi City water, has been determined to be 29.38 Lehi Irrigation Company Shares or equivalent based on Industrial zoning. (1.00 shares/acre x 29.38 acres = 29.38 Lehi Shares or equivalent.) The McMurdie's portion of this annexation is not providing water at this time and an instrument will be filed with Utah County to insure Lehi City receives the required water dedication when the property is developed. Prior to recording the annexation, the Owner at his expense shall transfer all water rights to Lehi City.

5. 1200 West according to the Lehi City Transportation Master Plan requires a right-of-way of 80 feet if sidewalk is installed. Based on this ROW requirement, the present parking for Lehi Block would be destroyed and access to their Northeast materials bin would be severely hindered. Therefore, the parties hereto agree that if and when 1200 West is widened:

a. Lehi Block will deed all property within 40 feet from the existing asphalt centerline to Lehi City and will at their expense relocate the existing parking that would be eliminated along 1200 West.

b. Lehi City at their expense will relocate the existing power poles to the new planter strip and will install the curb, walk and asphalt widening along the 1200 West frontage of Lehi Block.

6. Lehi City will serve Lehi Block Company with Lehi power as soon as Lehi City can budget/acquire/extend the accessory facilities to make the conversion.

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

William L. Gibbs 12-31-97
Lehi City Mayor Date

Evelyn W. Yates
Lehi City Recorder

LEHI BLOCK COMPANY INC.

MALT INVESTMENTS

Max Powell 12-30-97
Property Owner Date
President

Max Powell 12-30-97
Property Owner Date

Terry Powell 12-30-97
Property Owner Date
Vice President

Aldamae Porter 12/30/97
Property Owner Date

Aldamae Porter 12/30/97
Property Owner Date
Secretary & Treasurer

Lu Powell 12/30/97
Property Owner Date

Property Owner Date

Terry Powell 12/30/97
Property Owner Date

D.W. Fee in lieu of future assessments due to additional costs required to pump the water into the Municipal water system #1,575.00.
(10 x 10.5 x 15 = \$1,575.00) 3 paid 2/3/98

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO LEHI CITY, UTAH COUNTY, UTAH.

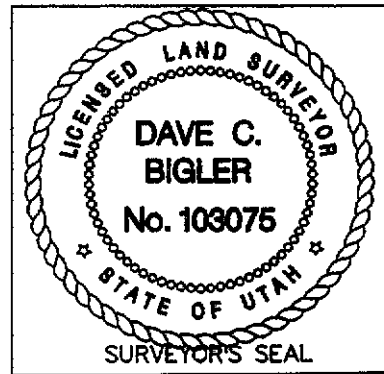
BOUNDARY DESCRIPTION

Description of a parcel of land located in Utah County, Utah in the NE 1/4 of Section 6 and the NE 1/4 SE 1/4 of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point on the southerly line of the McMurdie Annexation recorded as Entry No. 1422, Map No. 3109 on January 17, 1985 in the Utah County Recorders Office, said point lies 498.98 feet S. 00°06'29" W. along the section line and 40.85 feet west from the northeast corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence S. 00°06'29" W. 2160.91 feet; thence S. 89°53'31" E. 40.85 feet; thence S. 00°14'36" E. 423.60 feet; thence N. 56°12'03" W. 2.16 feet to a point on the easterly line of the Sunderland Addition Annexation recorded as Entry No. 7056, Map No. 714 on July 5, 1967 in the Utah County Recorders Office; thence along said Sunderland Addition Annexation the following seven (7) courses and distances: 1) N. 00°00'00" E. 7.74 feet; 2) N. 56°12'03" W. 26.38 feet; 3) N. 64°26'54" W. 69.70 feet; 4) Northwestery 122.03 feet along the arc of a 607.96-foot radius curve to the right (Chord to said curve bears N. 50°27'03" W. for a distance of 121.82 feet); 5) N. 44°42'03" W. 76.31 feet; 6) Northwestery 50.85 feet along the arc of a 607.96-foot radius curve to the right (Chord to said curve bears N. 42°18'14" W. for a distance of 50.85 feet); 7) S. 45°17'57" W. 2.59 feet to a point on the Sunderland Annexation recorded as Entry No. 22209, Map No. 2392 on June 6, 1973 in the Utah County Recorders Office; thence along said Sunderland Annexation the following four (4) courses and distances: 1) Northwestery 59.01 feet along the arc of a 607.96-foot radius curve to the right (Chord to said curve bears N. 42°28'54" W. for a distance of 58.99 feet); 2) N. 34°42'03" W. 37.95 feet; 3) Northwestery 93.69 feet along the arc of a 537.96-foot radius curve to the left (Chord to said curve bears N. 39°42'03" W. for a distance of 93.57 feet); 4) N. 44°42'03" W. 75.57 feet to a point on the H. Keith Bushman Annexation recorded as Entry No. 15874, Map No. 6477 on February 28, 1996 in the Utah County Recorders Office; thence along said H. Keith Bushman Annexation the following eight (8) courses and distances: 1) N. 89°47'20" E. 94.01 feet; 2) N. 45°30'38" W. 417.53 feet; 3) N. 47°54'34" W. 666.60 feet; 4) N. 43°40'00" W. 778.51 feet; 5) N. 41°44'54" W. 191.48 feet; 6) N. 44°18'34" W. 278.79 feet; 7) N. 44°57'48" W. 379.70 feet; 8) N. 42°51'39" W. 111.94 feet; thence N. 38°20'34" E. 449.10 feet to a point on the westerly line of the Lehi Industrial Park Annexation recorded as Entry No. 2742, Map No. 1334 on February 20, 1975 in the Utah County Recorders Office; thence along said Lehi Industrial Park Annexation the following seven (7) courses and distances: 1) S. 49°36'22" E. 252.99 feet; 2) Easterly 401.70 feet along the arc of a 788.51-foot radius curve to the left (Chord to said curve bears S. 78°13'18" E. for a distance of 397.33 feet); 3) N. 87°11'02" E. 174.98 feet; 4) S. 89°48'23" E. 270.52 feet; 5) N. 04°03'33" E. 135.08 feet; 6) S. 79°53'40" E. 529.30 feet; 7) S. 72°56'22" E. 252.40 feet; thence N. 69°45'38" E. 6.94 feet to a point on said McMurdie Annexation; thence along said McMurdie Annexation N. 70°00'20" E. 239.28 feet to the point of beginning. The above described parcel of land contains 71.732 acres, more or less.

Basis of Bearing: Utah State Plane Coordinate System-Central Zone. Northeast corner of Section 6 to the East Quarter Corner of Section 6 = S. 00°06'29" W.

Dave C. Bigler
SURVEYOR



DEC. 29, 1997
DATE