

LEHI WEST CROSSROADS

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 21 day of October, 1998, 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.

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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 **RA-1 and A-5**.

5. There will be no water right dedication required as a condition of recording the annexation plat for all parcels designated as A-5. All parcels designated as A-5 on the plat (whether or not the owners were signatory to the petition) will have the water right dedication to Lehi City deferred until such time as:

- (a) Water service is requested by the property owner or is required pursuant to the Lehi City Subdivision Ordinance.
- (b) The Owner requests rezoning of the property.

An instrument has been recorded with Utah County to insure Lehi City receives the required water dedication upon the above mentioned conditions. All water right transfers must comply with Exhibit "B" (attached).

6. Property designated as RA-1 on the annexation plat (55.84 acres excluding wetlands) will be required to dedicate water to Lehi City as a condition of recording the annexation plat. The amount of water has been determined to be 206.1 acre-feet based on the RA-1 zoning designation. No Lehi City culinary or pressurized irrigation water may be used on areas identified as wetlands unless additional water rights as determined by the City Engineer are provided to Lehi City. The water dedication requirement

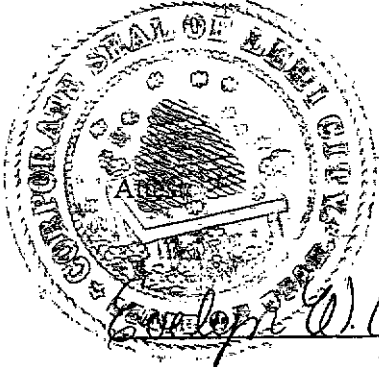
for the RA- 1 portion of this annexation has been met by the following: 206.1 of the 256.559 acre-ft of water right # A 22244, said right evidenced by #A55-1436 (D914) #55418 (D6871) and #55-8056 (U 13043)  
 All water right transfers must comply with Exhibit "A" (attached). ENT 16186 BK 4971 PG 87

- 7. Owners must comply with all Federal and State criteria relating to wetlands and floodplains. The perimeter of the wetlands area must be clearly identified to insure protection of the area .
- 8. As property is developed, roadway dedication will be required to accommodate the following corridors as identified on the Lehi City Master Transportation Plan:

300 North.....62'-66' Minor Collector  
 Main Street.....80' Major Arterial  
 700 South.....80 Major Arterial  
 3000 West.....70 Major Collector  
 2300 West.....80' Major Arterial  
 Redwood Road.....106'-114' Principal Arterial

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

[Signature] 10/27/98  
 Lehi City Mayor Date



[Signature]  
 Lehi City Recorder

[Signature] 8/3/98  
 Property Owner Date

[Signature] 8-5-98  
 Property Owner Date

[Signature]  
 Property Owner Date

\_\_\_\_\_  
 Property Owner Date

Martin W. Evans 8/5/98

Property Owner      Date

Vivette Evans 8/5/98

Property Owner      Date

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Luyle H. Evans 8/12/98

Property Owner      Date

Lala W. Evans 8-12-98

Property Owner      Date

Boice J. Evans 8/14/98

Property Owner      Date

Larale N. Evans 8-14-98

Property Owner      Date

Robert F. Gray 8/24/98

Property Owner      Date

Lisa Gray 8-24-98

Property Owner      Date

Shelley Gray 8-28-98

Property Owner      Date

Sheila Gray 9/28/98

Property Owner      Date

Property Owner      Date

Property Owner      Date

for the RA-1 portion of this annexation has been met by the following: \_\_\_\_\_

All water right transfers must comply with Exhibit "A" (attached).

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\_\_\_\_\_  
Lehi City Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Lehi City Recorder

Stanley R Smith 8/3/98

Property Owner Date

\_\_\_\_\_  
Property Owner Date

Larry R Morgan 8-26-98

Property Owner Date

Kathleen Morgan 8-26-98

Property Owner Date

for the RA- 1 portion of this annexation has been met by the following: \_\_\_\_\_

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Lehi City Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Lehi City Recorder

Stanley R Smith 8/3/98

Property Owner      Date

Lolly Smith 8-5-98

Property Owner      Date

Melanie Brimhall

Property Owner      Date

Kelly Douglas 10/2/98

Property Owner      Date

Gay I. Skerden 10/13/98

Property Owner      Date

Donna Skerden 10/13/98

Property Owner      Date

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Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

Property Owner      Date

# Attachment "A"

## 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

A parcel of land lying within the SW 1/4 of Section 7 and the NW 1/4 of Section 18, Township 5 South, Range 1 East, and parts of Sections 13, 14, 23, and 24 of Township 5 South, Range 1 West, Salt Lake Base and Meridian, and being more particularly described by the following courses and distances:

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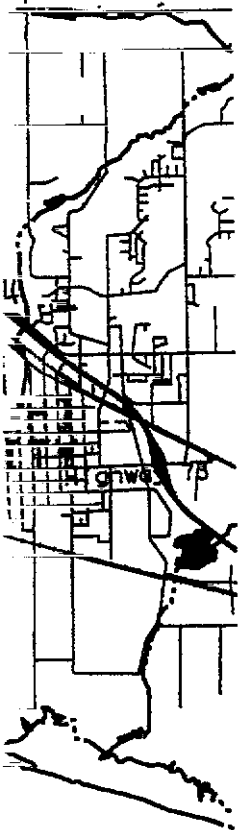
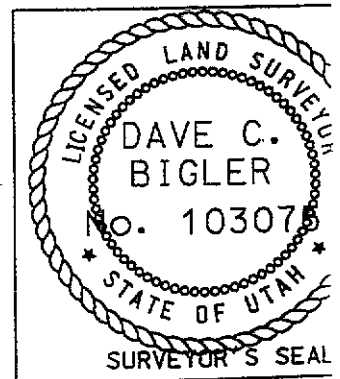
Beginning at a point on the existing Lehi City boundary line, which point is also on the westerly line of the Bradley D. Webb Annexation, said point lies 31.59 feet N. 89°51'15" E. along the section line from the northwest corner of said Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running along said Webb Annexation the following six (6) courses and distances: (1) South 47.49 feet; (2) S. 16°58'10" E. 35.36 feet; (3) S. 79°43'20" E. 52.57 feet; (4) S. 87°23'00" E. 140.18 feet; (5) N. 90°00'00" E. 116.00 feet; (6) N. 01°38'00" E. 801.02 feet, more or less, to a point on the southerly line of the Lehi Meadows Annexation; thence N. 89°04'01" E. 357.11 feet, more or less, along said southerly line of the Lehi Meadows Annexation to a point on the westerly line of the Wilson Annexation; thence along said Wilson Annexation the following four (4) courses and distances: (1) S. 01°42'09" W. 601.61 feet; (2) S. 01°29'33" E. 106.37 feet; (3) S. 01°07'13" E. 147.57 feet; (4) S. 89°27'09" E. 1624.67 feet; thence S. 00°31'45" W. 1003.20 feet; thence N. 89°56'03" W. 678.57 feet; thence S. 00°26'19" E. 387.91 feet, more or less, to a point on the southerly right-of-way line of SR-73; thence N. 89°03'23" W. 2062.23 feet along said southerly right-of-way line of SR-73; thence S. 00°15'00" W. 1723.32 feet; thence S. 00°00'29" W. 572.18 feet; thence S. 89°11'46" E. 722.83 feet, more or less, to a point on the easterly right-of-way line of 2300 West Street; thence along said easterly right-of-way line of 2300 West Street the following three (3) courses and distances: (1) S. 00°00'06" W. 384.50 feet; (2) S. 04°32'30" E. 38.14 feet; (3) S. 00°00'25" E. 329.06 feet; thence S. 74°50'35" E. 5.01 feet; thence S. 00°03'33" W. 431.73 feet; thence S. 90°00'00" W. 304.36 feet; thence N. 00°09'30" W. 93.01 feet; thence S. 90°00'00" W. 1087.90 feet; thence N. 00°03'08" E. 337.22 feet; thence S. 87°33'48" W. 1551.95 feet; thence S. 00°34'39" W. 1329.35 feet; thence S. 89°58'30" W. 1328.01 feet; thence S. 00°16'09" E. 668.42 feet; thence S. 06°51'29" E. 2682.14 feet; thence S. 89°19'03" W. 894.24 feet; thence N. 40°56'36" W. 1127.97 feet; thence N. 23°26'11" W. 313.50 feet; thence N. 62°30'18" E. 323.26 feet; thence N. 48°02'12" W. 1119.50 feet; thence N. 04°01'24" E. 296.16 feet; thence N. 44°20'51" E. 1102.68 feet; thence S. 90°00'00" W. 2909.87 feet, more or less, to a point on the westerly right-of-way line of 10800 West Street; thence N. 00°19'00" E. 2194.40 feet along said westerly right-of-way line of 10800 West Street; thence S. 89°19'10" E. 737.71 feet; thence N. 12°17'42" E. 337.32 feet; thence N. 43°18'57" E. 293.55 feet; thence N. 75°56'24" E. 402.94 feet; thence N. 56°45'52" E. 148.92 feet; thence N. 52°55'15" E. 594.56 feet; thence N. 43°06'03" E. 683.62 feet; thence N. 27°02'15" E. 1228.36 feet; thence N. 02°46'34" W. 1155.03 feet; thence N. 50°20'57" E. 264.95 feet, more or less, to a point on the north line of Section 13; thence N. 89°53'00" E. 196.62 feet along the north line of said Section 13; thence S. 25°32'12" E. 608.42 feet; thence S. 79°00'31" E. 519.88 feet; thence N. 40°08'01" E. 851.22 feet to a point on the north line of said Section 13; thence N. 89°53'00" E. 461.15 feet along the north line of said Section 13; thence S. 42°49'33" E. 330.29 feet; thence N. 00°10'13" W. 242.70 feet to the north quarter corner of said Section 13; thence N. 89°51'19" E. 2675.89 feet along the north line of said Section 13 to the northwest corner of said Section 18; thence N. 89°51'15" E. 31.59 feet along the north line of said Section 18 to the point of beginning. The above described parcel of land contains 993.05 acres, more or less.

#### NOTE:

THIS ANNEXATION PLAT IS BASED ON AN OFFICE SURVEY DERIVED FROM THE COUNTY GIS MAPPING AND OWNERSHIP PLATS ONLY. A FIELD SURVEY WAS NOT PERFORMED TO VERIFY BEARINGS, DISTANCES OR OWNERSHIP LINES.

*Dave C. Bigler*  
SURVEYOR

FEB. 1, 1999  
DATE



XATION





EXHIBIT "B"

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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