



ENT 125231:2019 PG 1 of 6
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Nov 26 2:51 pm FEE 40.00 BY CS
 RECORDED FOR LEHI CITY CORPORATION

DIXON
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 7 day of November, 2019, 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;

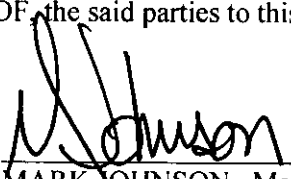
NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

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 Zone)**.
- 5. No water dedication will be required for the area zoned TH-5, however no City water services can be used on that portion of the property.
- 6. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner's expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.
- 7. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.
- 8. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.
- 9. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area.
- 10. The extension of all city utility lines and services will be the responsibility of the Developer.

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


MARK JOHNSON, Mayor

11/20/2019
Date

ATTEST: 
MARILYN BANASKY, City Recorder
Lehi City, Utah



Ivory Development, LLC

K. G/S 11/7/19
Property Owner Date

Property Owner Date

Kevin Anglosey
Secretary

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 7 DAY OF November A.D. 2019 PERSONALLY APPEARED BEFORE ME

Kevin Anglosey, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 31 JAN 2023

[Signature]
NOTARY PUBLIC (SEE SEAL)

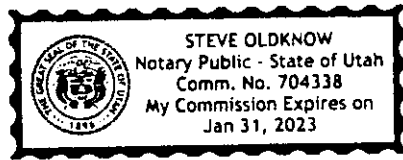


EXHIBIT "A"

BOUNDARY DESCRIPTION

A portion of the NE1/4 & SE1/4 of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the west line of 3200 NORTH STREET CHURCH ANNEXATION according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 29047:2002, Map No. 9440, said point also being on the most northerly line of LENSCH ANNEXATION according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 185974:2003, Map No. 10278, being located N89°56'33"W along the 1/4 Section line 1,354.18 feet from the East 1/4 Corner of said Section 32, T4S, R1E, SLB&M (Basis of bearing: S00°05'22"E along the Section line between the East 1/4 Corner and the Southeast Corner of Section 32, T4S, R1E, SLB&M); thence along said LENSCH ANNEXATION the following three (3) courses and distances: 1) N89°56'33"W 1.23 feet; thence 2) S00°02'58"E 666.81 feet; thence 3) N89°59'20"W 522.50 feet to the east line of IVORY RIDGE ADDITION II according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 91999:2005, Map No. 11232; thence N00°01'58"W 650.35 feet along said east line to the south line of LEE ANDERSON ANNEXATION according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 5648:2001, Map No. 8910; thence along said plat the following two (2) courses and distances: 1) East 227.74 feet; thence 2) N00°00'22"E 41.14 feet to the south line of EAGLE RIDGE ANNEXATION PHASE TWO according to the Official Plat thereof on file in the Office of the Utah County Recorder as Entry No. 36512:2007, Map No. 12159; thence S89°57'12"E 295.74 feet along said south line to said west line of 3200 NORTH STREET CHURCH ANNEXATION; thence S00°06'50"E 24.54 feet along said west line to the point of beginning.

Contains: 8.08 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