



ENT 131782:2020 PG 1 of 11  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Aug 31 2:21 pm FEE 40.00 BY NA  
RECORDED FOR LEHI CITY CORPORATION

**GOLDING**  
**ANNEXATION AGREEMENT**

THIS AGREEMENT made and entered into this 31<sup>st</sup> day of August, 2020, by and between **LEHI CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter referred to as the “City”, 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 Exhibit “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.

WHEREAS, the Owners filed an application for a TOD Land Use Plan that was reviewed by City Council on April 23, 2019, and which approval is granted in conjunction with execution of this Agreement .

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, covenants, or other requirements 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 covenant or other requirement of the Owner and/or developer which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer; and, as to the covenants and requirements of the Owner, such covenants and requirements 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 City shall approve the property to be zoned **Transit Oriented Development (TOD)** as shown on the annexation plat map.

5. There will be a water right dedication required as a condition of recording the annexation plat because of the TOD zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined based on the densities and uses shown on the approved land use map to be \_\_\_\_ acre feet per acre of culinary water and \_\_\_\_ acre feet per acre of irrigation water. Water dedication will be based from the net acreage, excluding the area required for public road dedication. When water transfers do occur, they must comply with Exhibit "B" (attached). The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application.

6. In consideration for the allowance of a TOD zone and a density of 404 units and a minimum of 250,000 square feet of office/commercial uses (as defined in item #7 below), the owners agree to dedicate to Lehi City at no cost the property identified on the TOD Land Use Plan as "Transit Hub" (see Exhibit C) for a future high-capacity transit facility (the "Transit Hub Property"). Dedication is required at the time of recordation of the annexation plat. In the event that either (1) UTA does not secure funding for construction of a high-capacity transit facility on the Transit Hub Property within 20 years of the Parties execution of this Agreement, or (2) at any time after the execution of this Agreement, UTA abandons its intention to construction a high-capacity transit facility on the Transit Hub Property, the Transit Hub Property will revert back to Owners at no cost. If the entire parcel of the Transit Hub Property is not required for construction of the high-capacity transit mode selected by UTA, the portion of the Transit Hub Property that is not required for the corresponding facility will revert back to Owners at no cost. If the Transit Hub Property is to revert back to the Owners, prior to the reversion, Owners and Lehi City must mutually agree to the new use of the Transit Hub Property, which may include, but is not limited to the use of the Transit Hub Property as open space.

7. All development uses and densities shall comply with the approved TOD Land Use Plan attached as Exhibit "C". Allowed uses of the Office/Commercial areas are limited to the following land uses:

- a. Professional office
- b. Retail
- c. Restaurant/brew pub

- d. Hotel
- e. Theater
- f. Health club
- g. Personal services
- h. Child daycare
- i. Dry cleaner
- j. Financial institution
- k. Medical/dental clinic

Any other similar use other than the uses listed above must be approved by the Lehi City Zoning Administrator.

8. Non-residential uses may be allowed (as per item 7 above) within the residential area, not to exceed 10% of the total residential building floor area, and must face the entry road of the development. Non-residential uses could be located within a residential structure, or constructed as a separate building not to exceed 2 stories in height.

9. Residential uses may be allowed within the Office/Commercial area, but the total TOD residential density shall not exceed 404 units.

10. All development on the property shall adhere to the requirements set forth in the Lehi City Development Code including specifically all design standards for multi-family, non-residential, and Transit Oriented Development contained in Chapters 37 and 38. Owners shall ensure that the design of any development meets the intent of a TOD which is pedestrian friendly and enhances the opportunity of gathering and interactions, and building of community within the open spaces. All buildings (including proposed church shown on TOD Land Use Plan) shall be oriented towards public and/or private street with public building entrances toward the street and no parking between the street and the front of the building. No drive-thrus shall be allowed on any non-residential use. Landscape buffering shall be utilized to screen surface parking areas where located adjacent to a street.

11. Owners shall provide an enhanced pedestrian crossing to increase the ease and safety of residents crossing the entry roadway for the development through the TOD as provided on or substantially similar to the pedestrian crossing rendering on the proposed concept plan, attached hereto as Exhibit "D".

12. Development on the property may have a reduced amount of parking for the overall development as allowed in the TOD standards in Chapter 38 of the Lehi City Development Code to be consistent with the intent of a TOD (a plan could be phased showing parking to be reduced once the high capacity transit facility is constructed).

13. As property is developed, roadway dedication will be required to accommodate roads as identified on the Lehi City Master Transportation Plan, Traverse Mountain Area Plan, and the TOD Land Use Plan.

14. Owners acknowledge the Utah Historic Southern Rail Trail Phase 3 project within the Murdock Canal R.O.W. in this area and Owners will cooperate with the City and County on construction of the trail through the Golding Annexation property, and shall incorporate access points to the Rail Trail as part of the TOD development. The City, or its designee, shall, at City's sole cost and expense, bear all responsibility to clean, preserve, maintain and repair and replace those portions of the Rail Trail that run through the Golding Annexation property.

15. A second public access shall be required for any development over 50 ERUs.

16. Development within the TOD zone is predicated upon the extension of Traverse Mountain Boulevard from its existing dead end to Digital Drive by Lehi City to ensure public access to the property.

17. Owners shall provide the City with a right-of-way easement on the portion of the property designated in Exhibit "E" for use as a public trail (the "Vista Trail"). The City, or its designee, shall, at City's sole cost and expense, bear all responsibility to clean, preserve, maintain and repair and replace those portions of the Vista Trail. Except as otherwise provided herein to the contrary, the extension and construction of all necessary City utility lines and services and public street improvements will be the responsibility of the Developer.

[Signatures on following page]

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

Mark Johnson  
MARK JOHNSON, Mayor Date 7/6/2020



ATTEST: Teisha Wilson  
TEISHA WILSON, City Recorder  
Lehi City, Utah

James D. Golding 7-1-2020  
Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

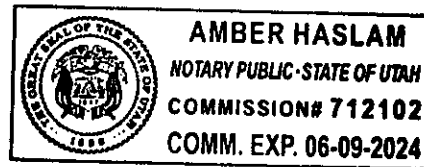
STATE OF UTAH  
S.S.  
COUNTY OF UTAH

ON THE 1st DAY OF July A.D. 2020 PERSONALLY APPEARED BEFORE ME

James D. Golding, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 06-09-24

Amber Haslam  
NOTARY PUBLIC (SEE SEAL)



**EXHIBIT "A"****LEGAL DESCRIPTION**

Beginning at the South  $\frac{1}{4}$  Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the existing city boundary the following four (4) courses to wit: (1) South  $89^{\circ}45'05''$  East 142.12 feet, (2) North  $87^{\circ}27'37''$  East 215.43 feet, (3) South  $89^{\circ}45'05''$  East 962.66 feet, (4) North  $0^{\circ}05'33''$  West 2241.45 feet; thence South  $46^{\circ}48'03''$  West 1798.43 feet; thence South  $0^{\circ}18'07''$  West 704.05 feet; thence Northwesterly 810.34 feet along the arc of a 947.00 foot radius curve to the left through a central angle of  $49^{\circ}01'40''$ , the chord bears North  $75^{\circ}40'04''$  West 785.85 feet; thence South  $0^{\circ}05'47''$  West 502.85 feet to a point on the existing city boundary line; thence along the existing city boundary the following three (3) courses to wit: (1) South  $89^{\circ}48'59''$  East 92.69 feet, (2) South  $89^{\circ}46'20''$  East 316.47 feet, (3) South  $89^{\circ}48'21''$  East 351.44 feet to the point of beginning.  
Containing 57.21 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

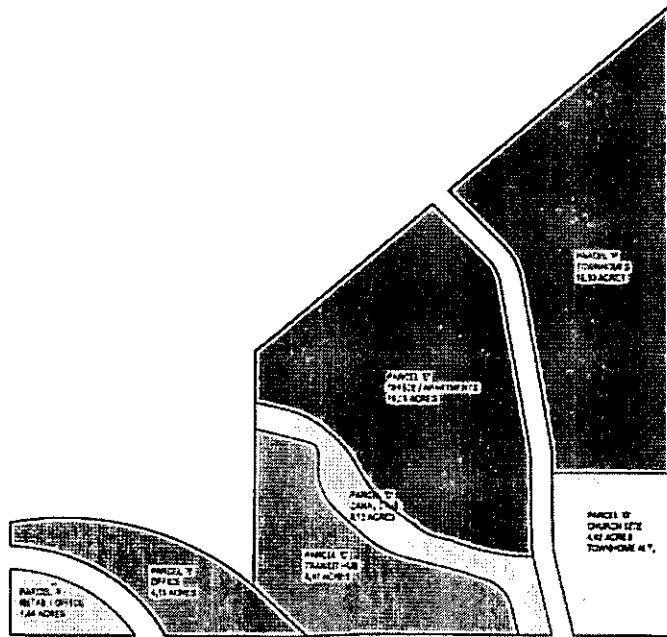
transferred to the City multiplied by 15.

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



**EXHIBIT "C"**  
**TOD LAND USE PLAN**  
 (attached)



**LAND USE AREAS**  
 SCALE: 1" = 20'

**DATA:**

TOTAL PAGES PROPERTY AREA	88 ACRES
PARCEL A - RETAIL / OFFICE	1.44 ACRES
PARCEL B - OFFICE	4.19 ACRES
PARCEL C - FRAME / PILLAR	6.87 ACRES
PARCEL D - CARWASH	1.12 ACRES
PARCEL E - APARTMENTS	14.21 ACRES
PARCEL F - TOWNHOME'S	7.43 ACRES
PARCEL G - CHURCH SITE	4.82 ACRES
TOTAL NET PROPERTY AREA:	57.09 ACRES

\*6.74 ACRES TOWNHOME SITE

Exhibit "D"  
PEDESTRIAN CROSSING

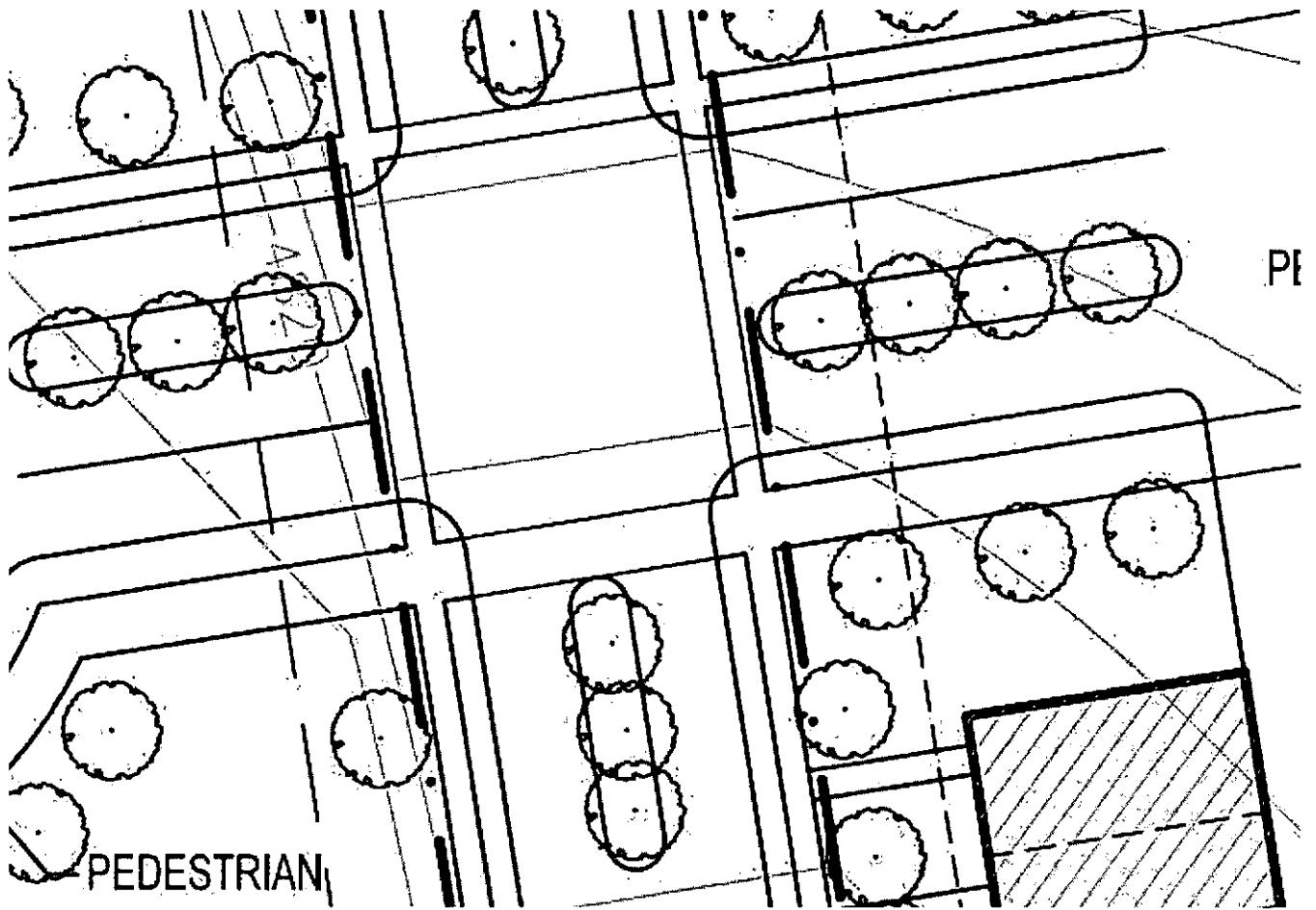


Exhibit "E"  
VISTA TRAIL EASEMENT

