

LEHI CITY  
PLANNING DEPT.  
99 WEST MAIN, STE. # 100  
LEHI, UTAH 84043

OLSON'S GARDEN SHOPPE  
ANNEXATION AGREEMENT

2

ENT 143646:2006 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Oct 27 10:27 am FEE 0.00 BY STL  
RECORDED FOR LEHI CITY

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of July, 2006, 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 **Commercial and TH-5**.

5. The property being annexed as Commercial will be required to dedicate water to Lehi City as a condition of annexation. The amount will be 3.7 Lehi Irrigation Company Shares or an equivalent amount of another water right determined to be acceptable by the City Engineer. (Water right dedication is exclusive of .13 acres in existing 1200 West and 3200 North rights-of way.)

The water right dedication to Lehi City for the area zoned TH-5 will be deferred until such time as the owners request city water service or development requires city water service. When water right transfers do occur, transfers must comply with Exhibit "B" (attached). Future development will require rezoning of the property.

6. 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 such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plat:

**"This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."**

7. As property is developed, roadway dedication will be required to accommodate the major collector road on 3200 North and the major arterial road on 1200 West as identified on the Lehi City Master Transportation Plan.

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8. The extension of all city utility lines and services will be the responsibility of the Developer.

9. At the time of development Developer will be responsible for the relocation, removal or purchase of any existing UP&L lines and/or facilities.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names

and day and year as written.

Howard H. Johnson  
Lehi City Mayor / Date 7/27/06



Attest:  
Connie J. Aditon  
Lehi City Recorder

Earl Lelegren 26 JULY 06  
Property Owner Date

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

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

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

ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF UTAH

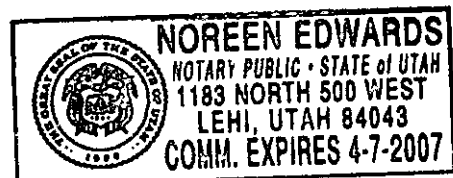
ON THE 26 DAY OF July A.D. 2006 PERSONALLY APPEARED BEFORE ME

Earl Lelegren, THE SIGNERS OF THE FOREGOING

DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 4-7-07

Noreen Edwards  
NOTARY PUBLIC (SEE SEAL)



### SURVEYOR'S CERTIFICATE

I DO 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

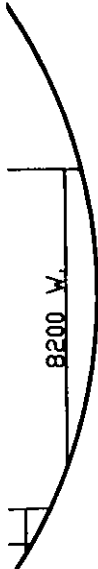
A PARCEL OF LAND LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A BRASS MONUMENTING THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE S. 89°50'54" E. A DISTANCE OF 12.14 FEET TO THE REAL POINT OF BEGINNING.


THENCE S.89°56'25"E. A DISTANCE OF 863.40 FEET; THENCE S.00°04'00"E. A DISTANCE OF 294.07 FEET; THENCE S.89°54'00"W. A DISTANCE OF 440.75 FEET; THENCE S.00°04'00"E. A DISTANCE OF 100.00 FEET; THENCE S.89°54'00"W. A DISTANCE OF 424.23 FEET; THENCE N.00°09'44"W. A DISTANCE OF 396.48 FEET; TO THE POINT OF BEGINNING CONTAINS 6.83 ACRES.

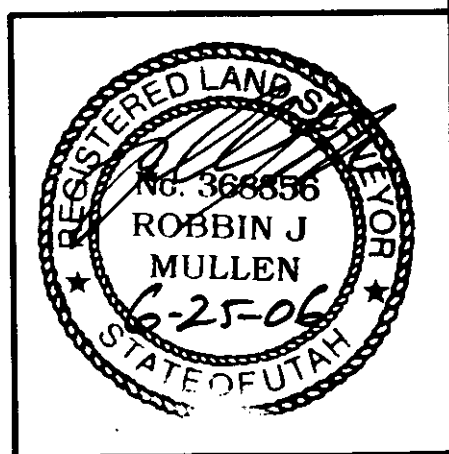
BASIS OF BEARING IS SOUTH 00°09'44" WEST  
UTAH STATE PLANE COORDINATE SYSTEM

NOTE THIS IS AN OFFICE SURVEY ONLY, IT WAS BASED ON INFORMATION OBTAINED FROM THE UTAH COUNTY RECORDER AND THE UTAH COUNTY ENGINEERS OFFICE.



7-25-06  
DATE

  
\_\_\_\_\_  
SURVEYOR  
(SEE SEAL BELOW)



### ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE ANNEXATION

**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