

Lehi City
153 N. 100 E. ← ②
Lehi UT 84043

STAN LEWIS
ANNEXATION AGREEMENT

ENT 82324:2008 PG 1 of 15
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Jul 22 10:21 am FEE 0.00 BY JL
RECORDED FOR LEHI CITY

THIS AGREEMENT made and entered into this ___ day of _____, 20___, 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. There will be no water right dedication required as a condition of recording the annexation plat because of the TH-5 zoning designation.. The water right dedication to Lehi City will be deferred until such time as the owners request city water service or development requires city water service. Rezoning of the property, including water dedication to the city, will be required prior to any application for development being considered. When water transfers do occur, they must comply with Exhibit B (attached).

6. As property is developed, roadway dedication will be required to accommodate 1100 West as a major collector road and 700 South as a minor arterial road as identified on the Lehi City Master Transportation Plan. The 1000 South corridor (Pioneer Crossing Blvd.) also shown on the Master Transportation Plan traverses the property and will require dedication for this principal arterial as determined by UDOT.

7. As property is developed, property dedication will be required for the Dry Creek Trail and the Railroad Trail as identified on the Lehi City General Plan Land Use Map.

8. 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 plats:

“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.”

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

10. At the time of development Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power lines and/or facilities effected by the development.

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

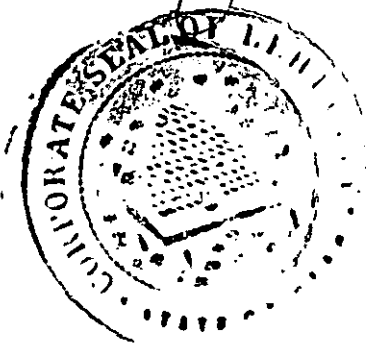
Haward Johnson

Lehi City Mayor Date 7-14-08

Attest:

Connie Ashton

Lehi City Recorder



Mack Faddis 6/23/08
Property Owner Date

Susan Faddis 6/23/08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

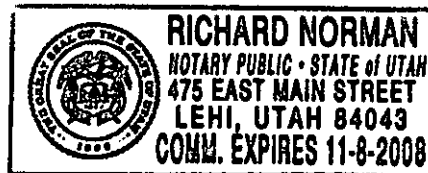
ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 23 DAY OF June A.D. 2008 PERSONALLY APPEARED BEFORE ME
Mack Faddis and Susan Faddis, THE SIGNERS OF THE FOREGOING
DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 11/8/08

Richard D. Norman
NOTARY PUBLIC (SEE SEAL)



Susan Collier 6-18-8
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

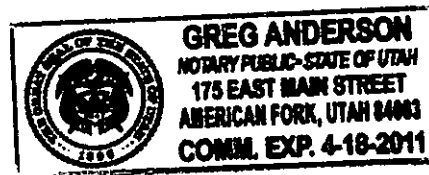
ON THE 18 DAY OF June A.D. 2008 PERSONALLY APPEARED BEFORE ME

Susan Collier, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 4-18-08

Greg Anderson
NOTARY PUBLIC (SEE SEAL)



Lehi First Capital, LLC
Blaine Walker 6/30/08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

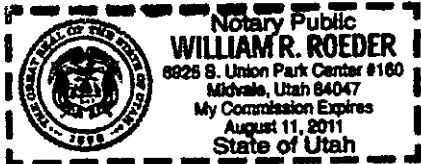
COUNTY OF ~~UTAH~~ *Salt Lake*

ON THE 1 DAY OF July A.D. 2008 PERSONALLY APPEARED BEFORE ME

Blaine Walker for Lehi First Capital, LLC, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 8/11/11

William R. Roeder
NOTARY PUBLIC (SEE SEAL)



Larae W. Eddington 7/7/08
Property Owner Date

Property Owner Date

[Signature] 7/8/08
Property Owner Date

[Signature] 7/8/08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

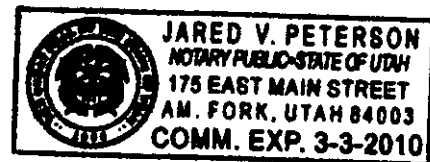
ON THE 7 DAY OF July A.D. 2008 PERSONALLY APPEARED BEFORE ME

Larae Eddington, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 3-3-2010

[Signature]
NOTARY PUBLIC (SEE SEAL)



Norman J. Erickson 8/8/08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

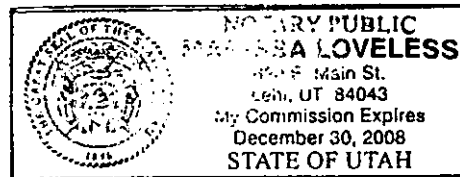
ON THE 8 DAY OF July A.D. 2008 PERSONALLY APPEARED BEFORE ME

Norman J. Erickson, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 12/30/2008

Marcissa Loveless
NOTARY PUBLIC (SEE SEAL)



Larry A. Hadfield 7-9-08
Property Owner Date Property Owner Date

Linda A. Hadfield 7-9-08
Property Owner Date Property Owner Date

Property Owner Date Property Owner Date

Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

ON THE 9 DAY OF July A.D. 2008 PERSONALLY APPEARED BEFORE ME

Larry A Hadfield & Linda A Hadfield, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 11-7-2011

[Signature]
NOTARY PUBLIC (SEE SEAL)



Lynn Hoek 6-23-08
Property Owner Date

Property Owner Date

Donna L. Tracker 6/23/08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

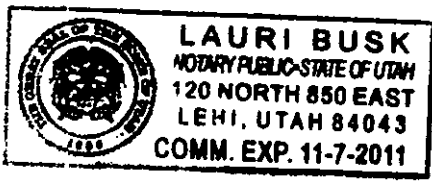
ON THE 23 DAY OF June A.D. 2008 PERSONALLY APPEARED BEFORE ME

Lynn and Donna Tracker, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 11-7-2011

[Signature]
NOTARY PUBLIC (SEE SEAL)



July 8, 2008

To Whom It May Concern:

The survey done on our property seems to be incorrect. We own 6.5 acres yet the survey done for the annexation of our property into Lehi City has us listed at 5.5 acres. This needs to be recorded correctly.

Thank you for your help in correcting this problem. If there is a problem, please contact us immediately.

Donna Thacker
8051 North 8730 West
Lehi, Utah 84043
(801)768-0881

Joseph K Gae 6-24-08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

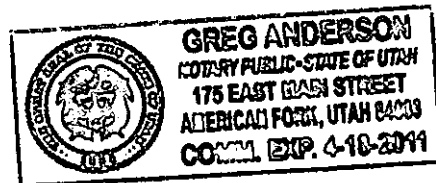
ON THE 24 DAY OF June A.D. 2008 PERSONALLY APPEARED BEFORE ME

Joseph K Gae, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: 4-18-11

Greg Anderson
NOTARY PUBLIC (SEE SEAL)



David Wright 7-8-08
Property Owner Date

Property Owner Date

Audrey Wright 7-8-08
Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

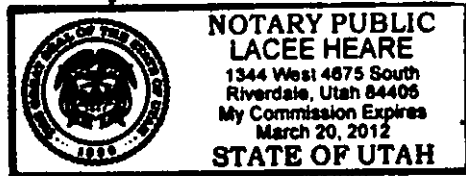
ON THE 8th DAY OF July A.D. 2008 PERSONALLY APPEARED BEFORE ME

David & Audrey Wright, THE SIGNERS OF THE FOREGOING

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

MY COMMISSION EXPIRES: March 20 2012 Lacey Heare

NOTARY PUBLIC (SEE SEAL)



SURVEYOR'S CERTIFICATE

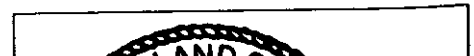
I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO LEHI CITY, UTAH COUNTY, UTAH

ANNEXATION DESCRIPTION

COMMENCING AT A POINT WHICH IS SOUTH 89°44'04" WEST 217.19 FEET ALONG THE SECTION LINE AND NORTH 128.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THENCE ALONG THE YOUNG II ANNEXATION PLAT THE FOLLOWING ELEVEN COURSES SOUTH 87°34'47" EAST 155.93 FEET; THENCE NORTH 81°20'06" EAST 84.38 FEET; THENCE NORTH 47°22'36" EAST 176.48 FEET; THENCE NORTH 20°42'36" EAST 56.68 FEET; THENCE NORTH 45°22'24" EAST 59.51 FEET; THENCE NORTH 26°40'14" EAST 54.11 FEET; THENCE NORTH 35°00'36" EAST 54.69 FEET; THENCE NORTH 08°29'59" EAST 93.21 FEET; THENCE NORTH 27°49'20" EAST 104.79 FEET; THENCE SOUTH 89°50'05" EAST 54.21 FEET; THENCE NORTH 00°46'24" EAST 385.12 FEET; THENCE SOUTH 89°55'03" EAST 318.48 FEET ALONG THE SOUTH LINE OF SARGENT CORNER SUBDIVISION PLAT "A"; THENCE ALONG THE MADSEN ANNEXATION THE FOLLOWING THREE COURSES SOUTH 00°01'34" EAST 15.08 FEET; THENCE SOUTH 89°49'39" EAST 272.11 FEET; THENCE NORTH 00°00'26" EAST 33.79 FEET; THENCE NORTH 89°59'52" EAST 83.89 FEET; THENCE SOUTH 00°19'51" WEST 710.53 FEET; THENCE ALONG THE BOYD PETERSON ANNEXATION THE FOLLOWING FIVE COURSES SOUTH 86°31'15" WEST 24.15 FEET; THENCE NORTH 89°22'01" WEST 141.62 FEET; THENCE NORTH 89°29'38" WEST 206.24 FEET; THENCE NORTH 89°25'40" WEST 367.01 FEET; THENCE SOUTH 00°00'08" EAST 675.70 FEET; THENCE SOUTH 00°00'11" EAST 275.06 FEET ALONG A WARRANTY DEED ENTRY# 1453:2008; THENCE NORTH 89°59'49" EAST 6.51 FEET; THENCE SOUTH 00°00'11" EAST 387.41 FEET ALONG A WARRANTY DEED ENTRY# 44462:1999 AND ITS EXTENSION THEREOF; THENCE NORTH 89°29'48" WEST 673.11 FEET IN A STRAIGHT LINE ALONG A MEANDERING FENCE LINE; THENCE SOUTH 00°27'58" WEST 650.34 FEET ALONG A SPECIAL WARRANTY DEED ENTRY# 605:1986; THENCE SOUTH 89°52'58" WEST 649.84 FEET ALONG SAID SPECIAL WARRANTY DEED AND ITS EXTENSION THEREOF; THENCE NORTH 00°00'11" WEST 637.26 FEET ALONG SAID SPECIAL WARRANTY DEED; THENCE ALONG A BOUNDARY LINE AGREEMENT THE FOLLOWING SIX COURSES SOUTH 87°55'12" WEST 685.38 FEET; THENCE NORTH 04°45'16" WEST 52.84 FEET; THENCE NORTH 01°29'03" WEST 43.51 FEET; THENCE NORTH 11°32'55" EAST 20.44 FEET; THENCE NORTH 00°11'05" EAST 27.46 FEET; THENCE NORTH 12°52'08" EAST 9.42 FEET; THENCE ALONG THE PETERSON-KOPINSKY ANNEXATION THE FOLLOWING 3 COURSES SOUTH 89°18'24" EAST 26.90 FEET ; THENCE NORTH 00°04'14" WEST 554.32 FEET ; THENCE NORTH 16°50'06" WEST 0.94 FEET; THENCE NORTH 88°36'36" EAST 327.02 FEET ALONG THE UTAH POWER AND LIGHT ANNEXATION; THENCE ALONG THE LEHI EQUESTRIAN ESTATES ANNEXATION THE FOLLOWING FOUR COURSES SOUTH 00°01'24" EAST 8.02 FEET; THENCE NORTH 89°21'31" EAST 236.19 FEET; THENCE NORTH 58°59'23" EAST 44.02 FEET; THENCE NORTH 36°49'36" EAST 54.36 FEET; THENCE ALONG THE MAUPIN ANNEXATION THE FOLLOWING FIVE COURSES SOUTH 00°00'02" WEST 29.84 FEET; THENCE SOUTH 89°59'58" EAST 165.00 FEET; THENCE NORTH 00°00'36" EAST 4.13 FEET; THENCE SOUTH 89°59'58" EAST 27.87 FEET; THENCE NORTH 00°15'57" WEST 1051.88 FEET; THENCE NORTH 89°59'58" WEST 165.04 FEET; THENCE NORTH 00°02'27" WEST 236.38 FEET ALONG THE LEHI EQUESTRIAN ESTATES ANNEXATION; THENCE SOUTH 89°53'27" EAST 767.70 FEET ALONG THE FRANDSEN-POWERS ANNEXATION; THENCE SOUTH 01°01'10" EAST 862.07 FEET ALONG THE YOUNG II ANNEXATION TO THE POINT OF BEGINNING.

PARCEL CONTAINS 78.76 ACRES MORE OR LESS

BASIS OF BEARING: NAD 83 BEARINGS AS SHOWN ON PLAT



**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