

VIVIAN CARTER
ANNEXATION AGREEMENT

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 and Lehi City 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 **RA-1 (Residential/Agriculture Zone) and TH-5 (Transitional Holding Zone)**.
5. There will be a water right dedication required as a condition of recording the annexation plat because of the RA-1 zoning designation. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached). The water dedication rate for the RA-1 Zone is 1.13 acre feet per acre of culinary water and 2.56 acre feet per acre of irrigation water.
6. No water dedication will be required at the time of annexation for the area zoned TH-5, however no City water services can be used on that portion of the property with the exception of two (2) water connections in accordance with an agreement made by the City and evidenced in a letter dated September 8, 1992 attached as Exhibit C. Owner will dedicate additional water shares as portions of the TH-5 zoned property are rezoned for future development phases.
7. Owner agrees to dedicate, at no cost to the City, the area from top of bank to top of bank of the existing Dry Creek channel. Dedication of the channel area will be required concurrently with the recordation of the first subdivision plat on any portion of the property.
8. Owner shall also dedicate a 20' wide right-of-way extending along the entire southern bank of the Dry Creek channel. This right-of-way shall be used by the City for the purpose of constructing and maintaining a public walking/riding trail. All expenses associated with the construction of the trail improvements and maintenance are to be borne by the City. The exact location of the 20' trail right-of-way will be determined based on a walk-through of the southern bank of the Dry Creek channel with the Owner and the City's Planning, Parks and Engineering Staff. The City may require the location or size of the right-of-way from the southern bank to be adjusted to avoid large trees, steep banks and other obstacles that would prevent or significantly impede construction of the trail. Any adjustments to the right-of-way shall be kept to a minimum to avoid obstacles as reasonably necessary and in no case shall exceed 10'. Dedication of the trail right-of-way will be required concurrently with the recordation of the first subdivision plat on any portion of the property.
9. In exchange for the dedication of the 20' wide right-of-way mentioned above, Owners shall have "flexibility" with regard to minimum lot sizes, minimum lot widths, and minimum building setbacks. Owners' proposed concept subdivision plan for the entire property is attached to this agreement as Exhibit D and will serve as the example for the type of flexibility contemplated by Owners and the City. The minimum side yard setback shall be 8 feet on each side.
10. Owners are willing to consider the future dedication to the City of additional land located on the south

side of the Dry Creek channel, with the expectation that such dedication would be in exchange for other property located in the City on a value-for-value basis.

11. In conjunction with the future development applications for any portion of the property being annexed to the City with a TH-5 Zoning designation, Owners shall perform an environmental study by a licensed environmental engineering company to determine where flood plains, wetlands, or other sensitive natural areas exist. The FEMA 100-year flood plain boundary will be defined based on the elevations identified on the FEMA FIRM. All areas that are identified in the environmental study (or studies) as part of the 100 year FEMA flood plain or wetlands will remain zoned TH-5. No future development will be allowed in those areas. For the purposes of this item of the agreement, development is defined as any grading, filling, construction or similar disturbance of the land.
12. Certain areas on the property currently contain slopes greater than 30 percent. In accordance with the Lehi City Hillside Preservation Ordinance (Lehi Development Code Section 12-A), Owners intends to mitigate these slopes as part of the grading and development of the property for use as single family residential lots. Owners will work with a licensed geotechnical engineer to provide recommendations for the grading and mitigation of slopes that are greater than 30 percent. The recommendations shall be submitted to the City for review concurrently with Owners' preliminary plat applications for areas that contain "steep slopes" as defined by the Hillside Preservation Ordinance.
13. Owners will be required meet the requirements of the Urban Wildland Interface Code, which may require installation of home sprinkler systems for fire protection.
14. 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 subsequent of recording the annexation plat and prior to any application for development being considered. This will be at the Owners' 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.
15. 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.
16. As property is developed, roadway dedication may be required to accommodate master planned roads as identified on the Lehi City Master Transportation Plan. The City shall compensate Owners for such roadway dedications at fair market value of the land so dedicated.
17. 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."

18. The extension of all city utility lines and services will be the responsibility of the Owners/Developer.

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

Bert Wilson 3-20-17
BERT WILSON, Mayor Date

ATTEST: Marilyn Banasky
MARILYN BANASKY,
City Recorder Lehi City, Utah



[Signature] 2-1-17
Property Owner Date

Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 1 DAY OF February A.D. 2017 PERSONALLY APPEARED BEFORE ME

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

MY COMMISSION EXPIRES: Sept 5th, 2017 Marylou Wakamatsu
NOTARY PUBLIC (SEE SEAL)

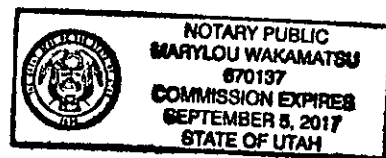


EXHIBIT "A"**LEGAL DESCRIPTION**

A portion of the NW1/4, NE1/4 & SW1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the current Corporate Limits of Lehi City located N89°57'27"E along the 1/4 Section line 1,255.83 feet from the West ¼ Corner of Section 4, T5S, R1E, S.L.B.& M.; thence N1°42'00"E 298.73 feet to a point on the current Corporate Limits of Lehi City; thence along said Limits the following 3 (three) courses and distances: N78°15'28"E 2.31 feet; thence N1°22'01"E 21.55 feet; thence S89°18'41"W 2.12 feet; thence N1°42'00"E 632.25 feet; thence N52°38'00"W 60.81 feet to a point on the current Corporate Limits of Lehi City; thence along said Limits the following 19 (nineteen) courses and distances: N48°29'14"E 0.17 feet; thence N52°38'00"W 233.70 feet; thence N2°45'40"E 685.60 feet; thence N3°05'51"E 820.30 feet; thence N89°49'07"E 1,522.01 feet to a point located S0°15'05"E along the ¼ Section line 9.20 feet from the North ¼ Corner of said Section 4; thence S0°15'05"E 407.87 feet; thence S0°05'35"W 53.23 feet; thence along the arc of a 500.00 foot radius curve to the right 104.18 feet through a central angle of 11°56'16" (chord: S6°03'43"W 103.99 feet); thence S12°01'52"W 68.91 feet; thence along the arc of a 500.00 foot radius curve to the left 131.28 feet through a central angle of 15°02'35" (chord: S4°30'34"W 130.90 feet); thence S3°00'44"E 557.05 feet; thence S89°59'41"E 43.74 feet; thence S0°46'27"W 6.89 feet; thence S1°46'27"W 719.86 feet; thence S33°07'24"W 14.05 feet to the 1/4 Section line; thence S0°15'05"E along the 1/4 Section line and continuing along said Corporate Limits 582.25 feet to the Center ¼ Corner of said Section 4; thence S89°57'27"W 264.21 feet; thence S54°40'23"W 40.89 feet; thence West 1,108.37 feet; thence departing said Corporate Limits N1°42'00"E 22.81 feet to the point of beginning.

Contains: 91.09+/- 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"

NORTHERN GATEWAY TO BEAUTIFUL UTAH VALLEY

Lehi City Corporation

ROBERT KUNZ, Public Works Director

PUBLIC WORKS DEPARTMENT

439 West 300 North • Lehi, Utah 84043
801-768-3030

SUPERVISORS

RON ANDERSON, Streets
DALE WALKER, Water and Waste Water
DON PINKHAM, Building Official
TIM MONSON, Parks and Cemetery
GLEN CARTER, Power

September 8, 1992


Mr. Vivian Carter
Lehi, Utah 84043

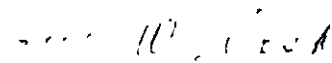
Dear Mr. Carter:

It is the understanding of Lehi City Public Works that as the new water line is extended that it will be stubbed into your property. It is also our understanding that two connection fees associated with this location will be paid as part of the fees available to the County View Subdivision. At the time of your annexation to Lehi, water will be made available to you through these connections without additional cost to you for two connection fees. The cost of extending the connection to your home or for what ever use will be at your expense.

If you have any questions regarding this matter, please contact the Lehi City Public Works Office at 768-7120.

Sincerely,


Robert D. Kunz, P.E., L.S.
Public Works Director


Guy Fish
Mayor

SERVICE IS OUR BUSINESS

Lehi City No 1681

*Public Works Department
Certificate of Utility Connection*

BE IT KNOWN BY ALL MEN THAT Vivian Carter is
hereby credited with the following fees:

\$ 1,000.00 toward connection fees for the Culinary Water system.
 500 " " " " "
\$ -0- toward impact fees for the Culinary Water system. *P.I. Syst. Dist.*

[Signature] _____ POSITION
SIGNED

I hereby surrender this certificate in consideration of the above stated connection fee.

OWNER DATE
(See reverse side for transfer endorsement)

Lehi City No 1682

*Public Works Department
Certificate of Utility Connection*

BE IT KNOWN BY ALL MEN THAT Vivian Carter is
hereby credited with the following fees:

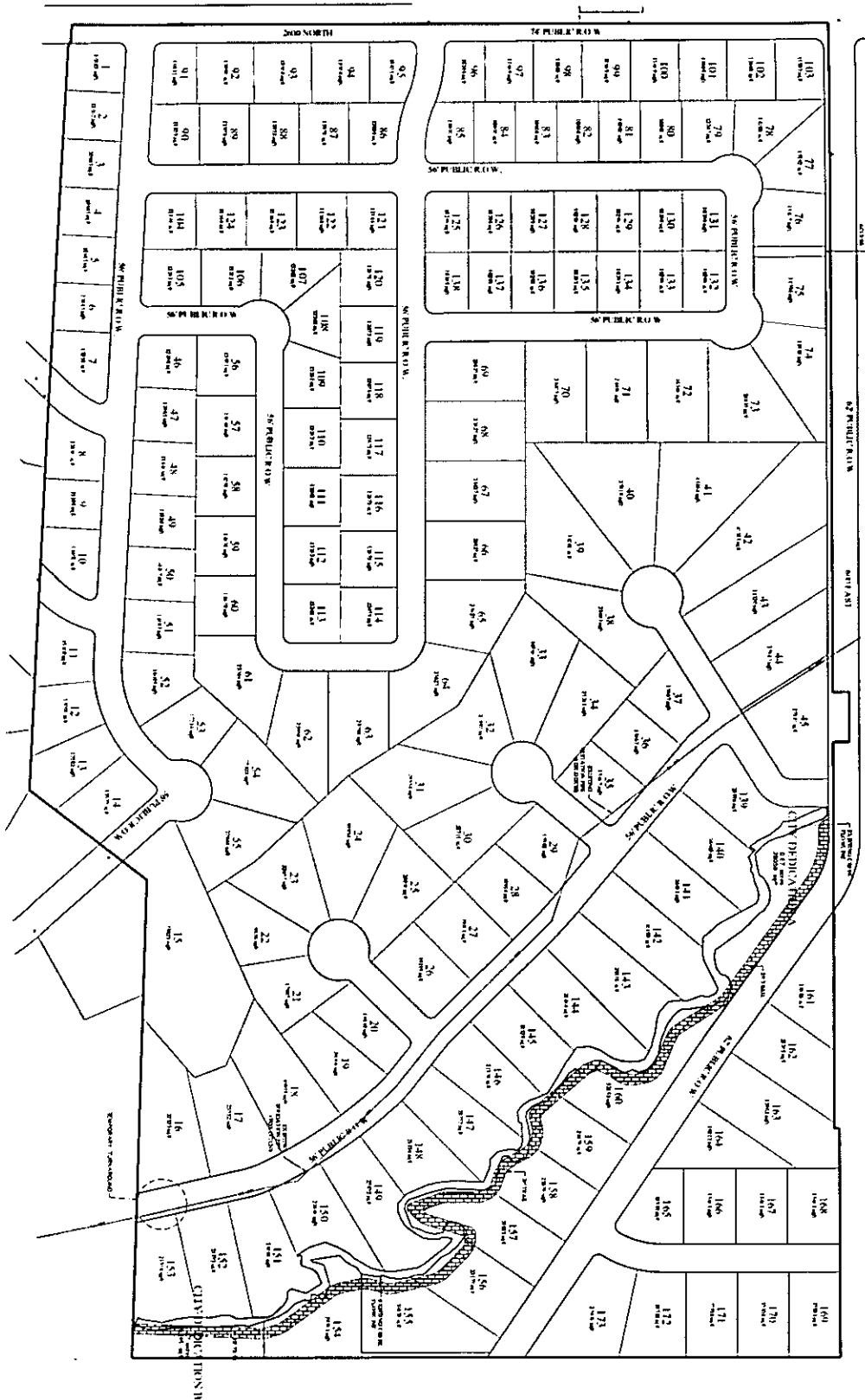
\$ 1,000.00 toward connection fees for the Culinary Water system.
 700.00 " " " " "
\$ -0- toward impact fees for the Culinary Water system. *P.I. System Dist.*

[Signature] _____ POSITION
SIGNED

I hereby surrender this certificate in consideration of the above stated connection fee.

OWNER DATE
(See reverse side for transfer endorsement)

EXHIBIT "D"



VIVIAN ESTATES
LEHI, UTAH