

MICRON EAST
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 24 day of March, 2022 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:

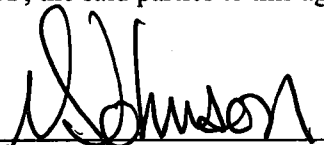
1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood 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

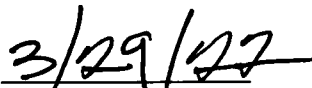
required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **TH-5 Transitional Holding** as shown on the annexation plat map.
5. No water dedication will be required for the area zoned TH-5, however no City water services can be used on the property until such time as the property is rezoned, and water dedication based on the new zoning has been provided per Section 27.070 of the Lehi City Development Code.
6. As property is developed, roadway dedication may be required to accommodate City roads as identified on the Lehi City Master Transportation Plan.
7. 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.
8. 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.
9. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.
10. The extension of all city utility lines and services will be the responsibility of the Developer.

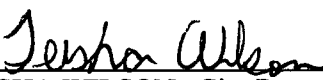
IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names

and day and year as written.


MARK JOHNSON, Mayor


Date

ATTEST:


TEISHA WILSON, City Recorder
Lehi City, Utah



Adam R. Loser 3/24/22
 Property Owner Date

 Property Owner Date

ADAM R. LOSER

DR. HORTON W. Vice President ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

ON THE 24 DAY OF March A.D. 2022 PERSONALLY APPEARED BEFORE ME

Adam R. Loser, THE SIGNERS OF THE FOREGOING
 DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 8/31/24

David Lewis IV

NOTARY PUBLIC (SEE SEAL)

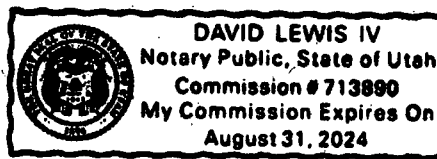


EXHIBIT "A"

A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTIONS 22, AND THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED BY SURVEY AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING DRAPER CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TRAVERSE MOUNTAIN ANNEXATION PLAT*, LOCATED N89°52'57"E ALONG THE SECTION LINE 30.75 FEET AND SOUTH 1126.60 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING SIX (6) COURSES: N77°15'00"E 924.26 FEET; THENCE N38°15'00"E 630.96 FEET; THENCE N53°15'00"E 1310.10 FEET; THENCE N62°30'00"E 304.92 FEET; THENCE N62°15'00"E 989.34 FEET; THENCE N66°30'00"E 515.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHLAND BOULEVARD AS DESCRIBED BY DEED ENTRY NO. 153953:2002 AND 154716:2002 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 42.42 FEET WITH A RADIUS OF 623.00 FEET THROUGH A CENTRAL ANGLE OF 3°54'05" CHORD: S1°49'45"E 42.41 FEET; THENCE S0°07'18"W 2441.30 FEET TO THE NORTH LINE OF THE EXISTING HIGHLAND CITY MUNICIPAL BOUNDARY AS DEFINED BY THE *TAYLOR, SIGGARD, BULL RIVER, IVORY HOMES ANNEXATION PLAT*; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING TWO (2) COURSES: S89°49'52"W 1341.05 FEET; THENCE S0°02'55"W 47.43 FEET TO THE EXISTING LEHI CITY MUNICIPAL BOUNDARY AND DEFINED BY THE *MICRON ANNEXATION PLAT*; THENCE ALONG SAID MUNICIPAL BOUNDARY THE FOLLOWING FIVE (5) COURSES: S89°59'46"W 1323.50 FEET; THENCE N0°00'14"W 905.52 FEET; THENCE S38°14'46"W 630.52 FEET; THENCE S77°14'46"W 924.71 FEET; THENCE N0°02'17"W 38.56 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±111.51 ACRES