

**COURTESY RECORDING**

ENT 101331:2008 PG 1 of 14  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Sep 12 3:10 pm FEE 55.00 BY CS  
RECORDED FOR TITLE WEST TITLE COMPANY  
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO: This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representation as to the effect or validity of this document.

David L. Mortensen, Esq.  
STOEL RIVES LLP  
201 South Main Street, Suite 1100  
Salt Lake City, Utah 84111

**GRANT OF EASEMENT  
AND AGREEMENT REGARDING PROTECTION STRIP**

THIS GRANT OF EASEMENT AND AGREEMENT REGARDING PROTECTION STRIP (the "Agreement") is made and entered into as of this 12<sup>th</sup> day of September, 2008, by and between ZIONS FIRST NATIONAL BANK, a national banking association ("Zions"), with a mailing address of 10 East South Temple, 5<sup>th</sup> Floor, Salt Lake City, Utah 84133, Attention: Credit Management Department, in favor of MICRON TECHNOLOGY, INC., a Delaware corporation ("Micron"), as grantee, with offices located at 8000 South Federal Way, Boise, Idaho 83707.

**RECITALS**

WHEREAS, Zions is the owner of certain real property situated in Salt Lake and Utah Counties, Utah, as more particularly depicted and described in Exhibit "A", attached hereto and incorporated herein by this reference (collectively, the "Zions Properties"); and

WHEREAS, Micron is the owner of certain other real property situated in Utah County, Utah and located near or adjacent to the southern boundary of the Zions Properties, as more particularly depicted and described in Exhibit "B", attached hereto and incorporated herein by this reference (collectively, the "Micron Properties"); and

WHEREAS, in consideration of and in accordance with the provisions of that certain Settlement Agreement and General Release, executed contemporaneously, by and between SunCrest L.L.C., a Utah limited liability company ("SunCrest"), and Micron (the "Settlement Agreement"), Micron desires to prohibit pedestrian, vehicular and/or any other ingress to and egress from the Zions Properties over, across and upon the Micron Properties, and Zions, as successor in interest to SunCrest, desires to covenant and agree to such a prohibition, all subject to and in accordance with the terms and conditions of this Agreement.

**GRANT OF EASEMENT**

IN CONSIDERATION of the foregoing and the covenants, terms, conditions, and restrictions contained herein and pursuant to the laws of the State of Utah, Zions hereby grants to Micron, for the benefit of the Micron Properties, an exclusive protection strip easement over, across and upon the southernmost two (2) feet of the Zions Properties, which protection strip shall be contiguous with the northern boundary of the Micron Properties (as more particularly depicted and described in Exhibit "C", attached hereto and incorporated herein by this reference, the "Protection Strip Property"), for the purpose of prohibiting pedestrian, vehicular and/or any other ingress to or egress from the Zions Properties over, across and upon the Protection Strip Property and the Micron Properties, or any portion thereof (the "Protection Strip Easement"). In accordance with the foregoing grant, Zions covenants and agrees that it shall not grant any rights for or otherwise authorize any vehicular, pedestrian and/or any other ingress to or egress from the Zions Properties over, across or upon the Protection Strip Property or the Micron Properties or any portion thereof.

**THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:**

1. The Protection Strip Easement and this Agreement shall not be subject to any mortgage, deed of trust, lien or other encumbrance, other than encumbrances of record existing prior to the effective date of the Settlement Agreement or encumbrances or rights referred to herein.

2. In response to any breach or violation of this Agreement by Zions, Micron shall have the right to seek relief therefrom through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being understood and agreed that monetary damages and/or other non-injunctive relief would not adequately remedy the breach or violation of the covenants and restrictions of the Easement.

3. Micron's decision not to exercise any of its rights hereunder upon any breach by Zions of any of its covenants or obligations hereunder shall not be deemed or construed to be a waiver of Micron's rights hereunder as to such breach or any subsequent breach.

4. This Agreement is subject to the rights of any governmental entity or public utility to enter upon the Protection Strip Property for the construction, installation, operation or maintenance of subsurface utilities and related above surface facilities, other than any such subsurface or surface facilities designed or intended for pedestrian, vehicular or any other ingress and/or egress over, across, under or upon the Protection Strip Property.

5. The fact that Micron or any successor or assignee of Micron may obtain title to all or any portion of the Zions Properties, including without limitation, the Protection Strip Property, shall not cause a termination of the Protection Strip Easement by operation of the doctrine of merger or otherwise.

6. Immediately upon the execution hereof, Zions shall cause this Agreement to be recorded in the Office of the Recorder of Utah County, Utah and, if any of the Protection Strip Property is located in Salt Lake County, the Office of the Recorder of Salt Lake County, Utah, and, thereafter, deliver conforming copies of the recorded instruments, bearing legible recording information affixed thereto by such Offices, to Micron, and Micron may, under its own signature, re-record a copy of this Agreement at any time as may be required, in Micron's sole discretion, to preserve Micron's rights in or to this Agreement.

7. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the Protection Strip Easement and the other covenants and obligations specified in this Agreement to effect the purpose of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

8. Invalidity of any one of the covenants or restrictions set forth in this Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

9. The covenants, terms, conditions, and restrictions of this Agreement shall inure to the benefit of, Micron and its successors, and assigns, shall be binding upon Zions and its successors and assigns, and shall continue as a servitude running in perpetuity with the Zions Properties and the Protection Strip Property.

10. The obligations imposed by this Agreement upon Zions and its successors and assigns shall be joint and several.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

12. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any parts thereof, and any gender shall include other genders.

Each of the foregoing genders and plurals is understood to refer to a corporation, limited liability company, partnership, or other legal entity when the context so requires.

13. This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the parties hereof and their successors and assigns, notwithstanding all the parties are not signatories to the original or the same counterpart.

14. All Exhibits referred to herein and attached hereto are incorporated herein by this reference.

15. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such party may be entitled.

16. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties.

17. The various rights and remedies of Micron herein contained shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein.

18. This Agreement does not create any rights in any third parties.

*[signature page follows]*

IN WITNESS WHEREOF each party has caused this Agreement to be executed by its duly authorized representative, effective as of the day and year first above written.

ZIONS FIRST NATIONAL BANK,  
a national banking association

By \_\_\_\_\_  
Print \_\_\_\_\_  
Its \_\_\_\_\_

MICRON TECHNOLOGY, INC.,  
a Delaware corporation,

REVIEWED  
MTI Legal

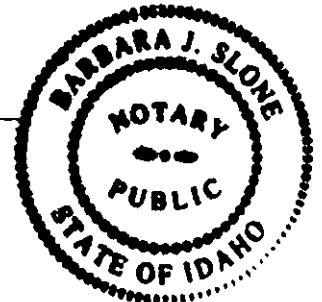


By: *Ronald C. Foster*  
Print: Ronald C. Foster  
Its: C.F.O. & VP of Finance

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) :ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of ZIONS FIRST NATIONAL BANK, a national banking association.

\_\_\_\_\_  
Notary Public



STATE OF Idaho )  
COUNTY OF Ada ) ss.

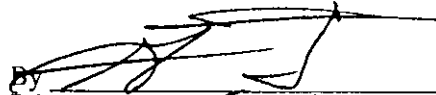
My commission expires on Aug 25, 2014.

The foregoing instrument was acknowledged before me this 5 day of September, 2008, by Ronald C. Foster, the CFO of MICRON TECHNOLOGY, INC., a Delaware corporation.

*Barbara J. Slone*  
NOTARY SIGNATURE AND SEAL

IN WITNESS WHEREOF each party has caused this Agreement to be executed by its duly authorized representative, effective as of the day and year first above written.

ZIONS FIRST NATIONAL BANK,  
a national banking association

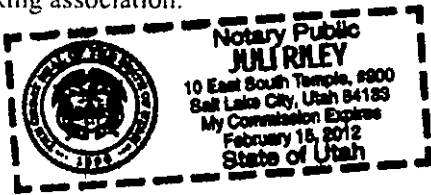
By:   
Print: Gena Jones  
Its: Senior Vice President

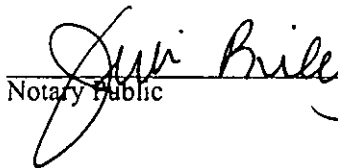
MICRON TECHNOLOGY, INC.,  
a Delaware corporation,

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Utah )  
County of Salt Lake )  
:ss

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September by Gena Jones, the Senior V.P. of ZIONS FIRST NATIONAL BANK, a national banking association.



  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, the \_\_\_\_\_ of MICRON TECHNOLOGY, INC., a Delaware corporation.

\_\_\_\_\_  
NOTARY SIGNATURE AND SEAL

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 EXHIBIT "A"
 

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## Description of the Zions Properties

Real property situated in Salt Lake County and/or Utah County, State of Utah, described as follows:

**Parcel I:**

Commencing North 1175.92 feet and East 3494.29 feet from the Southwest corner of Section 16, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 2139.47 feet; thence North 78.11 feet; thence South 89 DEG 59'28" East 11.58 feet; thence North 0 DEG 0'32" East 1125.62 feet; thence South 79 DEG 14'13" East 12.62 feet; thence South 85 DEG 31'39" East 106.39 feet; thence South 89 DEG 38'43" East 149.8 feet; thence South 10 DEG 12'24" East 2467.38 feet; thence South 0 DEG 30'9" East 1369.04 feet; thence along a curve to the Right (chord bears: North 76 DEG 53'20" West 63.59 feet, radius = 378 feet) arc length = 63.66 feet; thence North 72 DEG 3'52" West 401.94 feet; thence North 73 DEG 12'28" West 7.3 feet; thence along a curve to the Right (chord bears: North 62 DEG 47'41" West 83.41 feet, radius = 228.83 feet) arc length = 83.88 feet; thence North 52 DEG 14'56" West 26.18 feet; thence North 51 DEG 5'26" West 210.08 feet; thence along a curve to the Left (chord bears: North 76 DEG 14'59" West 314.18 feet, radius = 369.5 feet) arc length = 324.51 feet; thence South 78 DEG 35'28" West 320.12 feet; thence along a curve to the Right (chord bears: North 53 DEG 27'12" West 416.62 feet, radius = 280.5 feet) arc length = 469.56 feet; thence South 84 DEG 30'9" West 49 feet; thence along a curve to the Left (chord bears: South 53 DEG 27'12" East 489.4 feet, radius = 329.5 feet) arc length = 551.59 feet; thence North 78 DEG 35'28" East 320.12 feet; thence along a curve to the Right (chord bears: South 76 DEG 14'59" East 272.52 feet, radius = 320.5 feet) arc length = 281.48 feet; thence South 51 DEG 5'26" East 193.3 feet; thence South 38 DEG 54'34" West 33.02 feet; thence South 41 DEG 22'13" West 73.97 feet; thence South 85 DEG 6'0" West 116.87 feet; thence South 75 DEG 54'1" West 72.77 feet; thence South 82 DEG 33'15" West 55.47 feet; thence South 70 DEG 12'4" West 53.14 feet; thence North 88 DEG 2'15" West 45.92 feet; thence North 84 DEG 6'31" West 200 feet; thence North 64 DEG 18'35" West 53.14 feet; thence North 84 DEG 6'31" West 150 feet; thence North 82 DEG 15'35" West 50.03 feet; thence North 83 DEG 3'9" West 33.45 feet; thence North 79 DEG 12'44" West 36.21 feet; thence North 43 DEG 32'32" West 39.22 feet; thence South 50 DEG 48'27" West 108.27 feet; thence along a curve to the Right (chord bears: North 8 DEG 8'24" West 15.75 feet, radius = 24 feet) arc length = 16.05 feet; thence along a curve to the Left (DELTA = 180, chord bears: North 85 DEG 41'25" West 101.3 feet, radius = 51 feet) arc length = 172.18 feet; thence South 51 DEG 7'7" West 158.18 feet; thence North 0 DEG 0'31" East 74.27 feet; thence North 89 DEG 59'29" West 194.63 feet; thence North 12 DEG 10'53" East 404.27 feet; thence North 6 DEG 52'39" West 1270.08 feet; thence North 47 DEG 32'4" West 916.02 feet; thence North 17 DEG 28'0" West 274.17 feet to the point of beginning.

ALSO, commencing North 2269.71 feet and East 8314.15 feet from the Southwest corner of Section 16, Township 4 South, Range 1 East, Salt Lake Base and Meridian; South 0 DEG 10'45" East 1376.75 feet; thence South 32 DEG 56'21" West 131.09 feet; thence along a curve to the Right (chord bears: South 44 DEG 22'56" West 223.79 feet, radius = 564 feet) arc length = 225.28 feet; thence South 55 DEG 49'31" West 717.85 feet; thence South 34 DEG 10'29" East 0.43 feet; thence South 55 DEG 49'31" West 225 feet; thence South 34 DEG 10'29" East 4.5 feet; thence South 55 DEG 49'31" West 405.37 feet; thence along a curve to the Left (chord bears: South 17 DEG 25'35" West 921.64 feet, radius = 741.5 feet) arc length = 994.53 feet; thence along a curve to the Left (chord bears: South 18 DEG 2'19" East 99.71 feet, radius = 742.4 feet) arc length = 99.79 feet; thence along a curve to the Left (chord bears: South 32 DEG 37'51" East 106.04 feet, radius = 753.5 feet) arc length = 106.13 feet; thence along a curve to the Right (chord bears: South 6 DEG 32'4" West 36.97 feet, radius = 27 feet) arc length = 40.72 feet; thence South 49 DEG 44'5" West 162.56 feet; thence along a curve to the Right (chord bears: South 74 DEG 0'37" West 310.82 feet, radius = 378 feet) arc length = 320.32 feet; thence North 0 DEG 30'9" West 1369.04 feet; thence North 0 DEG 30'9" West 2271.28 feet; thence South 54 DEG 39'14" East 54.52 feet; thence South 75 DEG 52'51" East 128.2 feet; thence North 82

DEG 33'14" East 128.48 feet; thence North 70 DEG 11'27" East 90.6 feet; thence North 75 DEG 26'59" East 109.1 feet; thence South 38 DEG 18'48" East 103.83 feet; thence South 54 DEG 33'2" East 115.77 feet; thence South 77 DEG 47'51" East 139.22 feet; thence North 74 DEG 41'29" East 129.94 feet; thence North 61 DEG 2'23" East 358.56 feet; thence North 33 DEG 44'22" East 177.05 feet; thence North 10 DEG 59'46" East 45.04 feet; thence North 3 DEG 47'24" West 151.61 feet; thence North 23 DEG 4'17" West 102.32 feet; thence North 11 DEG 30'54" West 163.32 feet; thence North 43 DEG 2'55" West 95.76 feet; thence North 15 DEG 40'04" East 259.52 feet; thence along a curve to the Left (chord bears : North 33 DEG 26'39" East 48.35 feet, radius = 50 feet) arc length = 50.46 feet; thence South 62 DEG 38'7" East 97.2 feet; thence North 34 DEG 34'29" East 65.52 feet; thence North 19 DEG 17'13" East 111.56 feet; thence North 3 DEG 9'54" East 75.16 feet; thence North 13 DEG 9'57" West 76.86 feet; thence North 17 DEG 5'16" West 56.05 feet; thence North 13 DEG 02'03" West 21.79 feet; thence North 26 DEG 13'25" East 44.98 feet; thence North 74 DEG 15'16" East 67.56 feet; thence North 66 DEG 23'12" East 65.63 feet; thence North 56 DEG 11'36" East 81.12 feet; thence North 44 DEG 39'36" East 84.87 feet; thence North 34 DEG 30'22" East 77.8 feet; thence North 32 DEG 55'57" East 275.79 feet; thence North 57 DEG 04'03" West 110 feet; thence North 32 DEG 55'57" East 103.76 feet; thence along a curve to the Left (chord bears: North 10 DEG 18'08" East 233.18 feet, radius = 303 feet) arc length = 239.36 feet; thence North 77 DEG 40'19" East 104.81 feet; thence South 0 DEG 10'45" East 766.29 feet; thence along a curve to the Left (chord bears: South 20 DEG 46'50" West 365.39 feet, radius = 2020 feet) arc length = 365.89 feet; thence South 15 DEG 35'30" West 255.18 feet; thence along a curve to the Left (chord bears: South 9 DEG 48'37" East 703.51 feet, radius = 820 feet) arc length = 727.10 feet; thence South 35 DEG 12'43" East 143.48 feet to the point of beginning.

Tax Serial No. 11:010:0052

**Parcel II:**

Commencing South 3.54 feet and East 942.31 feet from the Southwest corner of Section 16, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence South 1°18'11" East 1356.48 feet; thence North 89°59'29" West 234.73 feet; thence North 1°19'02" West 1354.31 feet; thence North 89°39'58" East 66.19 feet; thence North 1181.22 feet; thence East 169.01 feet; thence South 0°00'32" West 1179.47 feet to the point of beginning.

Tax Serial No. 11:010:0007

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**EXHIBIT "B"**

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**Description of the Micron Properties**

Real property situated in Utah County, State of Utah, described as follows:

**Parcel 1:**

Commencing at the Southeast corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 0°04'39" East 1026.56 feet; thence North 87°47'39" West 1329.43 feet; thence North 0° 02'37" West 974.41 feet; thence South 89° 57'27" West 743.38 feet; thence North 0°03'59" West 1330.47 feet; thence North 89°57'27" East 2071.17 feet; thence South 0°03'59" East 1330.47 feet to the point of beginning.

Tax Serial No. 11:034:0015

**Parcel 2:**

Commencing East 1320.15 feet from the Northwest corner of the Northeast quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 971.81 feet; thence North 87° 50'00" West 734.08 feet; thence North 0°05'59" West 2.06 feet; thence North 0°05'59" West 942 feet; thence East 735.2 feet to the point of beginning.

Tax Serial No. 11:034:0018

**Parcel 3:**

Commencing at the Northeast corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 0°02'16" East 1331.51 feet; thence South 76°05'04" West 1506.15 feet; thence North 0°01'55" West 1697.38 feet; thence South 89°51'24" East 1462.02 feet to the point of beginning.

Tax Serial No. 11:029:0007

**Parcel 4:**

Commencing at the West quarter corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 0°10'54" East 1103.89 feet; thence North 64°16'59" East 30.02 feet; thence North 51°34'21" East 1034.94 feet; thence South 38°55'22" East 622.92 feet; thence South 2°49'01" West 378.35 feet; thence North 73°37'22" East 1501.45 feet; thence South 7°25'48" East 648.21 feet; thence South 76°05'04" West 83.07 feet; thence South 0°01'37" East 665.58 feet; thence North 89°50'30" West 2658.12 feet to the point of beginning.

Tax Serial No. 11:029:0033



**Parcel 5:**

Commencing at the Southeast corner of Section 21, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 89°51'24" West 1462.02 feet; thence South 89°53'31" West 1927.99 feet; thence North 1169.98 feet; thence East 375 feet; thence North 585 feet; thence West 375.02 feet; thence South 585 feet; thence West 374.98 feet; thence South 1170 feet; thence East 375 feet; thence North 89°53'31" East 1927.99; thence South 0°01'55" East 1697.36 feet; thence South 76°05'04" West 1149.3 feet; thence North 7°25'48" West 648.21 feet; thence South 73°37'22" West 1501.45 feet; thence North 2°49'01" East 378.35 feet; thence North 38°55'22" West 622.92 feet; thence South 51°34'21" West 1034.94 feet; thence South 64°16'59" West 35.44 feet; thence North 0°04'20" West 1560.11 feet; thence North 1°19'21" West 3982.85 feet; East 3540.31 feet; South 715.98 feet; East 2900 feet; thence North 73°57'00" East 899.58 feet; thence South 19°19'47" East 3046.64 feet; thence South 61°41'09" West 642.58 feet; thence South 52°59'59" West 571.97 feet; thence South 53°02'15" West 696.69 feet; thence South 38°15'13" West 646 feet; thence South 77°12'44" West 946.52 feet; thence North 0°02'16" West 1131.78 feet to the point of beginning.

Tax Serial No.: 11:015:0006

**Parcel 6:**

Commencing at the Southwest corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 0°04'20" West 2660.93 feet; thence South 89°50'30" East 2658.13 feet; thence North 0°01'37" West 665.58 feet; thence North 76°05'04" East 2738.52 feet; thence North 0°02'16" West 199.73 feet; thence North 77°12'44" East 946.52 feet; thence North 38° 15'13" East 646 feet; thence South 0°00'13" West 912.67 feet; thence North 89°49'58" East 1322.83 feet; thence South 0°02'42" West 831.57 feet; thence North 89°59'12" West 420.91 feet; thence South 45°00'48" West 374.57 feet; thence South 9°31'57" East 475.43 feet; thence South 41°13'49" East 221.15 feet; thence South 89°59'12" East 460.63 feet; thence South 0°02'42" West 925.75 feet; thence South 89°51'49" West 581.86 feet; thence South 3°50'00" West 760.59 feet; along a curve to the left (chord bears: South 10° 14'40" East 194 feet, radius = 398.77 feet); thence South 24°19'21" East 490.99 feet; thence South 9° 40'00" East 1184.72 feet; thence South 72° 5'56" West 48.52 feet; thence South 88° 0'20" West 679.12 feet; thence South 0° 18'40" East 7 feet; thence South 89° 41'34" West 300 feet; thence South 89° 41'35" West 33.96 feet; thence North 1° 24'45" East 3315.36 feet; thence North 74° 14'9" West 1731.4 feet; thence North 7° 33'50" West 420.33 feet; thence South 75° 21'19" West 982.08 feet; thence South 14° 38'8" East 368.64 feet; thence South 53° 5'33" West 955.36 feet; thence North 0° 0'44" West 139.81 feet; thence North 89° 54'32" West 425.52 feet; thence South 0° 0'44" East 321.71 feet; thence South 83° 28'20" West 64.97 feet; thence South 4° 2'40" East 211.83 feet; thence North 89° 54'32" West 309.22 feet; thence North 89° 54'21" West 830.34 feet; thence South 0° 2'28" East 1340.42 feet; thence South 0° 3'24" East 1240.48 feet; along a curve to Right (Chord Bears: North 81° 25'36" West 77.97 feet, radius = 5679.7 feet); thence North 81° 2'0" West 750.5 feet; along a curve to Left (Chord Bears: North 84° 26'0" West 685.55 feet, radius = 5779.7 feet); thence North 87° 50'0" West 300.29 feet; thence North 0° 4'52" West 1035.44 feet; thence North 89° 58'12" West 24.75 feet to the point of beginning.

Tax Serial No. 11:029:0037

**Parcel 7:**

Commencing South 1232.04 feet and East 1839.01 feet from the Southwest corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 0°03'24" West 1230.6 feet; thence North 0°02'28" West 1298.33 feet; along a curve to the right (Chord Bears: North 45°01'18" East 42.48 feet, radius = 30 feet); thence South 89°54'21" East 788.26 feet; thence South 89°54'32" East 310.07 feet; thence South 4°02'40" East 2633.42 feet; thence North 89°58'01" West 162.16 feet; thence South 89°13'00" West 158 feet; thence North 87°35'00" West 155.5 feet; along a curve to the tight (chord bears: North 85°32'34" West 838.99 feet, radius = 5679.7 feet) to the point of beginning.

Tax Serial No. 11:029:0038

**Parcel 8:**

Commencing North 4215.35 feet and West 2246.31 feet from the East quarter corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 0°00'12" West 53.41 feet; thence South 89°54'03" East 212.26 feet; thence South 53°05'33" West 56.5 feet; thence South 83°28'20" West 168.17 feet to the point of beginning.

Tax Serial No. 11:029:0039

**Parcel 9:**

Commencing North 4215.35 feet and West 2246.31 feet from the East quarter corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 83°28'20" West 50.33 feet; thence North 0°00'12" West 322.01 feet; thence South 89° 54'03" East 425.52 feet; thence South 0°00'12" East 139.9 feet; thence South 53°05'33" West 204.17 feet; thence North 89°54'03" West 112.26 feet; thence South 0°00'12" East 53.41 feet to the point of beginning.

Tax Serial No. 11:029:0040

**Parcel 10:**

Commencing North 1383.21 feet and West 3483.47 feet from the East quarter corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 0°03'10" West 1269.31 feet; thence North 0°01'55" West 1340.44 feet; thence South 89°53'47" East 830.33 feet; thence South 89°54'03" East 308.92 feet; thence South 4°02'40" East 12.03 feet; thence North 89°54'03" West 309.79 feet; thence 89°53'47" West 788.23 feet; thence along a curve to the left (chord bears: South 45°02'09" West 42.48 feet, radius =30 feet); thence South 0°01'55" East 1298.34 feet; thence South 0°03'10" East 1271.63 feet; along a curve to the right (chord bears: North 79°05'15" West 12.22 feet, radius = 5679.7 feet) to the point of beginning.

Tax Serial No. 11:029:0041

**Parcel 11:**

Commencing at the East quarter corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 0°04'20" East 1330.46 feet; thence South 89°51'27" West 1327.56 feet; thence North 0°03'14" West 1328.63 feet; thence North 89°28'51" East 575.64 feet; thence South 89°59'40" East 751.51 feet to the point of beginning.

Tax Serial No. 11:030:0027

**Parcel 12:**

Commencing North 0.08 feet and West 751.51 feet from the East quarter corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running South 89°28'51" West 575.64 feet; thence North 0°03'14" West 1332.44 feet; North 89°50'51" East 1326.71 feet; thence South 0°04'20" East 229.29 feet; thence South 64°16'59" West 321.91 feet; thence South 42°13'51" West 671.19 feet; thence South 1°06'24" West 464.89 feet to the point of beginning.

Tax Serial No. 11:030:0026

**Parcel 13:**

Commencing at the East quarter corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 89°59'40" West 751.51 feet; thence North 1°06'24" East 464.89 feet; thence North 42°13'51" East 671.19 feet; thence North 64°16'59" East 327.33 feet; thence South 0°10'54" West 1103.9 feet to the point of beginning.

Tax Serial No. 11:030:0023

**Parcel 14:**

Commencing South 89°52'49" West 767.13 feet from the North quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 52°59'59" East 571.97 feet; thence North 61°41'09" East 1340.23 feet; thence North 65°47'28" East 501.93 feet; thence South 0°10'12" West 1181.39 feet; thence South 0°06'04" West 1328.22 feet; thence South 89°50'00" West 1322.54 feet; thence South 89°49'58" West 1322.83 feet; thence North 0°00'13" East 912.67 feet; thence North 53°02'15" East 696.69 feet to the point of beginning.

Tax Serial No. 11:028:0018

**Parcel 15:**

Commencing West 3015 feet and North 1170 feet from Southeast corner of Section 21, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence running North 585 feet; thence West 375 feet; thence South 585 feet; thence East 375 feet to the point of beginning.

Tax Serial No. 11:015:0003

EXHIBIT "C"

**Description and Depiction of the Protection Strip Property**

Real property situated in Utah County, State of Utah, described as follows:

A strip of property, two (2) feet in width, the southern and western boundaries of which shall be the contiguous boundaries of the real property described as Parcel 1 in attached Exhibit "A" (for reference purposes, Tax Serial No. 11:010:0052), and the real property described as Parcel 5 in attached Exhibit "B" (for reference purposes, Tax Serial No. 11:015:0006); provided, however, said strip of property shall lie entirely within the boundaries of said Parcel 1 described in attached Exhibit "A".

(See depiction in attached Exhibit C-1);

AND


The southernmost two (2) feet of the following described real property:

Commencing South 3.54 feet and East 942.31 feet from the Southwest corner of Section 16, Township 4 South, Range 1 East, Salt Lake Base and Meridian; running thence South 1°18'11" East 1356.48 feet; thence North 89°59'29" West 234.73 feet; thence North 1°19'02" West 1354.31 feet; thence North 89°39'58" East 66.19 feet; thence North 1181.22 feet; thence East 169.01 feet; thence South 0°00'32" West 1179.47 feet to the point of beginning.

Tax Serial No. 11:010:0007

(See depiction in attached Exhibit C-2).

Exhibit "C-1"



**Utah County Parcel Info**

**DRAW OPTIONS:**  
 Parcel Date: 7/23/2008  
 Add Roads & Anns  
 Add Relationships  
 Add Streets & Canals  
 Draw Subdivisions  
 Show Imagery  
 [Icon]

**PAN/ZOOM FUNCTIONS:**  
 [Icon]  [Icon]  
 [Icon]  [Icon]  
 Scale: 100 ft  [Icon]

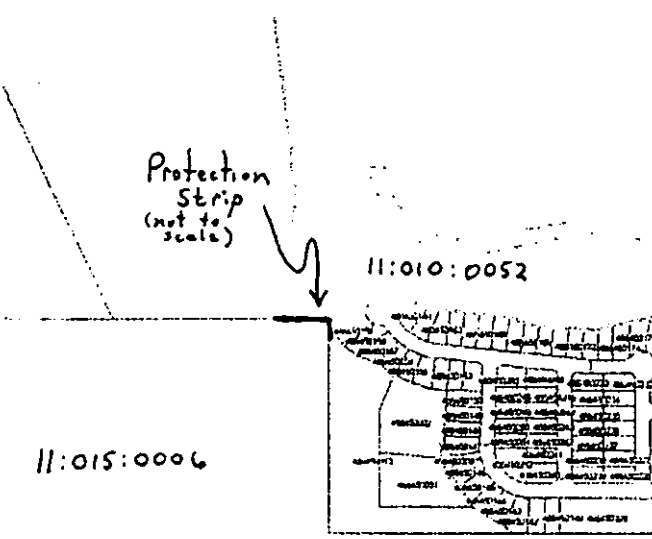
**Identify Parcels:**  
 [Icon]  [Icon]

**Zoom to Parcel:**  
 11:010052  [Icon]

**Buffer Selected Set:**  
 Distance: 10 feet  [Icon]

**Zoom to City:**  
 UTAH COUNTY  [Icon]

**Zoom to Section:**  
 Quarter: ALL   
 Section: 1  [Icon]  
 Township: 6 S   
 Range: 2 E



Scale: 1:4457 This line is 390 feet long.  
 Press this key for instructions, documents and credits.  
 Press this key to extract the parcels to this extent with geographic address to a ShapeFile.  
 Home | Data | Map | Layers | Tools | Help | About | Settings | Logout | Business | Contact Us | Feedback | Search

Copyright © 2002 Utah County Government. All Rights Reserved. [Icons] [Icons] [Icons]

Press these links to find more information on these serial numbers:

| SERIAL #    | CREATED  | KILLED     | PARENTS | CHILDREN |
|-------------|----------|------------|---------|----------|
| 11:015:0006 | 5/6/2005 | 12/21/2009 |         |          |
| 11:015:0006 | 5/6/2005 | 12/21/2009 |         |          |

Exhibit "C-2"

**Utah County Parcel Info**

**DRAW OPTIONS:**  
Parcel Data: 7/29/2008  
 Add Roads & Arns  
 Add Railroads/S&M Rights  
 Add Streams & Canals  
 Show Subdivisions  
 Show Imagery

**PAN/ZOOM FUNCTIONS**  
[Buttons for navigation and zoom]

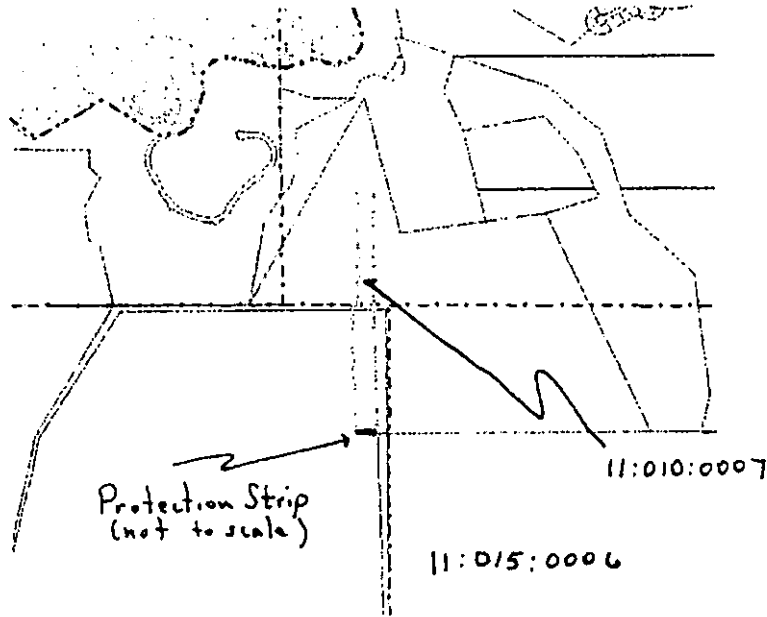
Set scale line: 100 ft

**Identify Parcels**  
[Buttons for identifying parcels]

**Zoom To Parcel:**  
11010007

**Zoom To City:**  
UTAH COUNTY

**Zoom To Section:**  
Quarter: [ALL]  
Section: [1]  
Township: [6 S]  
Range: [2 E]



Scale: 1:14854 This line is 1287 feet long  
Clicking on the instructions, annotations and controls  
allows you to extract the parcel data, export with owner and address to a Shapefile  
[Additional text regarding data extraction and copyright information]

Press these links to find more information on these serial number(s):

| SERIAL # | CREATED  | KILLED     | PARENTS | CHILDREN |
|----------|----------|------------|---------|----------|
| 11010007 | 12/31/07 | 12/31/0000 |         |          |