

WHEN RECORDED, RETURN TO:

Micron Lehi Development, LLC
c/o Micron Technology, Inc.
8000 S. Federal Way
Boise, ID 83716
Attn: _____

NCS-597338

MAIL TAX NOTICES TO
GRANTEE'S ADDRESS SET FORTH BELOW

Space above for County Recorder's Use

SPECIAL WARRANTY DEED

MICRON TECHNOLOGY, INC., a Delaware corporation ("Grantor") hereby conveys and warrants against all claiming by, through, or under it to MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company, c/o Micron Technology, Inc., 8000 S. Federal Way, Boise, ID 83716, Attn: Rod Morgan ("Grantee") for the sum of Ten Dollars and other good and valuable consideration the following described real property located in Utah County, Utah, together with all buildings and improvements and all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof:

See Exhibit A attached hereto and incorporated herein by this reference.

The foregoing conveyance is made subject to easements, restrictions, rights-of-way and other matters of record and property taxes and assessments for the year 2013 and thereafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date below written.

GRANTOR:

MICRON TECHNOLOGY, INC, a Delaware corporation

Date: June 26, 2013

By: [Signature]
Print Name: STEVE THORSEN
Title: VP WW Sales and Corporate Marketing

REVIEWED
MTI Legal

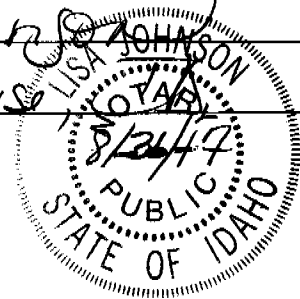
STATE OF Idaho)

6/26/13

COUNTY OF Ada) : ss.

The foregoing instrument was acknowledged before me this 26th day of June, 2013, by Steve Thorsen, the VP of WW Sales + Corp. Marketing of MICRON TECHNOLOGY, INC., a Delaware corporation.

[Signature]
NOTARY PUBLIC
Residing at: Boise



My Commission Expires:
8/31/17

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

(Legal Description of Property)

The real property referenced in the foregoing instrument is located in Utah County, Utah, and is more particularly described as:

PARCEL 1:

COMMENCING AT A POINT 3015 FEET WEST AND 1170 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 585 FEET; THENCE WEST 375 FEET; THENCE SOUTH 585 FEET; THENCE EAST 375 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE EAST HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°04'20" EAST ALONG THE SECTION LINE 1330.46 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 89°51'27" WEST ALONG A 40-ACRE LINE 1327.56 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 00°03'14" WEST ALONG A 40-ACRE LINE 1328.63 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH 00°03'14" WEST ALONG A 40-ACRE LINE 1332.44 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE NORTH 89°50'51" EAST ALONG A 40-ACRE LINE 1326.71 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29; THENCE SOUTH 00°04'20" EAST ALONG THE SECTION LINE 229.29 FEET; THENCE SOUTH 64°16'59" WEST 321.91 FEET; THENCE SOUTH 42°13'51" WEST 671.19 FEET; THENCE SOUTH 01°06'24" WEST 464.89 FEET; THENCE SOUTH 89°59'40" EAST 751.51 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH IN SECTIONS 21, 22, 27 AND 28, OF TOWNSHIP 4 SOUTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND

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MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $89^{\circ}51'24''$ WEST 1462.02 FEET ALONG THE SOUTH LINE OF SECTION 21; THENCE SOUTH $00^{\circ}01'55''$ EAST 1697.38 FEET; THENCE SOUTH $76^{\circ}05'04''$ WEST 1149.30 FEET; THENCE NORTH $07^{\circ}25'48''$ WEST 648.21 FEET; THENCE SOUTH $73^{\circ}37'22''$ WEST 1501.45 FEET; THENCE NORTH $02^{\circ}49'01''$ EAST 378.35 FEET; THENCE NORTH $38^{\circ}55'22''$ WEST 622.92 FEET; THENCE SOUTH $51^{\circ}34'21''$ WEST 1034.94 FEET; THENCE SOUTH $64^{\circ}16'59''$ WEST 35.44 FEET TO THE WEST LINE OF SECTION 28; THENCE NORTH $00^{\circ}04'20''$ WEST 1560.11 FEET ALONG SAID WEST LINE OF SECTION 28; THENCE NORTH $01^{\circ}19'21''$ WEST 3982.85 FEET ALONG THE WEST LINE OF SECTION 21; THENCE EAST 3540.31 FEET; THENCE SOUTH 715.98 FEET; THENCE EAST 2900.00 FEET; THENCE NORTH $73^{\circ}57'00''$ EAST 899.58 FEET; THENCE SOUTH $19^{\circ}19'47''$ EAST 3046.64 FEET; THENCE SOUTH $61^{\circ}41'09''$ WEST 642.58 FEET; THENCE SOUTH $52^{\circ}59'59''$ WEST 571.97 FEET TO A POINT ON THE SOUTH LINE OF SECTION 22; THENCE SOUTH $53^{\circ}02'15''$ WEST 696.69 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH $38^{\circ}15'13''$ WEST 646.00 FEET; THENCE SOUTH $77^{\circ}12'44''$ WEST 946.52 FEET TO A POINT ON THE WEST LINE OF SECTION 27; THENCE NORTH $00^{\circ}02'16''$ WEST 1131.78 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL 3 THE FOLLOWING DESCRIBED TWO PARCELS:

BEGINNING AT A POINT LOCATED NORTH $89^{\circ}51'24''$ WEST 3765.00 FEET ALONG THE SOUTH LINE OF SECTION 21 FROM THE SECTION CORNER COMMON TO SECTIONS 21,22,27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $00^{\circ}08'36''$ EAST 1170.00 FEET; THENCE SOUTH $89^{\circ}51'24''$ EAST 375.00 FEET; THENCE SOUTH $00^{\circ}08'36''$ WEST 1170.00 FEET TO THE SOUTH LINE OF SAID SECTION 21; THENCE NORTH $89^{\circ}51'24''$ WEST 375.00 FEET ALONG SAID SOUTH LINE OF SECTION 21 TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED NORTH $89^{\circ}51'24''$ WEST 3387.07 FEET ALONG THE SOUTH LINE OF SECTION 21 AND NORTH 1170.00 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH $89^{\circ}51'24''$ EAST 375.00 FEET; THENCE NORTH $00^{\circ}08'36''$ EAST 585.00 FEET; THENCE NORTH $89^{\circ}51'24''$ WEST 375.00 FEET; THENCE SOUTH $00^{\circ}08'36''$ WEST 585.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A FOUND UTAH COUNTY MONUMENT; AND RUNNING THENCE SOUTH 00°02'16" EAST ALONG THE SECTION LINE 1331.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 76°05'04" WEST 1506.15 FEET; THENCE NORTH 00°01'55" WEST 1697.38 FEET TO A POINT ON THE NORTH SECTION LINE OF SAID SECTION 28; THENCE SOUTH 89°51'24" EAST ALONG SAID SECTION LINE 1462.02 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE SOUTH HALF OF SECTION 22 AND THE NORTH HALF OF SECTION 27 OF TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT A POINT LOCATED SOUTH 89°52'49" WEST ALONG THE SECTION LINE 767.13 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE 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 TO A POINT ON A 40-ACRE LINE; THENCE SOUTH 00°10'12" WEST ALONG A 40-ACRE LINE 1181.39 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22; THENCE SOUTH 00°06'04" WEST ALONG A 40-ACRE LINE 1328.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°50'00" WEST ALONG A 40-ACRE LINE 1322.54 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°49'58" WEST ALONG A 40-ACRE LINE 1322.83 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 00°00'13" EAST ALONG A 40-ACRE LINE 912.67 FEET; THENCE NORTH 53°02'15" EAST 696.69 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE WEST HALF OF SECTION 27 AND SECTION 28, AND THE NORTH HALF OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID CORNER BEING A FOUND UTAH COUNTY MONUMENT; AND RUNNING THENCE NORTH 00°04'20" WEST 2660.93 FEET ALONG THE SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89°50'30" EAST 2658.13 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER OF SECTION 28; THENCE NORTH 00°01'37" WEST 665.58 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 76°05'04" EAST 2738.52 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 00°02'16" WEST 199.73 FEET ALONG THE EAST LINE OF SAID SECTION 28; THENCE NORTH 77°12'44" EAST 946.52 FEET; THENCE NORTH 38°15'13" EAST 646.00 FEET TO A POINT ON A 40-ACRE LINE; THENCE SOUTH 00°00'13" WEST 912.67 FEET ALONG A 40-ACRE LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; THENCE NORTH 89°49'58" EAST 1322.83 FEET ALONG 40-ACRE LINE TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 00°02'42" WEST 1329.32 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 27; THENCE SOUTH 00°02'42" WEST 1327.99 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°51'49" WEST 581.86 FEET ALONG A 40-ACRE LINE; THENCE SOUTH 3°50'00" WEST 760.59 FEET; THENCE ALONG THE ARC OF A 398.77 FOOT RADIUS CURVE TO THE LEFT 195.96 FEET (CHORD TO SAID CURVE BEARS SOUTH 10°14'40" EAST, 194.00 FEET); THENCE SOUTH 24°19'21" EAST 490.99 FEET; THENCE SOUTH 09°40'00" EAST 1184.72 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SR 92 (ALPINE HIGHWAY); THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 92 (ALPINE HIGHWAY) THE FOLLOWING 18 COURSES AND DISTANCES: (1) SOUTH 72°05'56" WEST, 48.52 FEET; (2) SOUTH 88°00'20" WEST, 679.12 FEET; (3) SOUTH 00°18'40" EAST, 7.00 FEET; (4) SOUTH 89°41'34" WEST, 300.00 FEET; (5) SOUTH 89°41'35" WEST, 400.00 FEET; (6) SOUTH 89°43'46" WEST, 790.00 FEET; (7) SOUTH 89°40'02" WEST, 1110.00 FEET; (8) SOUTH 89°44'09" WEST 670.00 FEET; (9) SOUTH 89°41'35" WEST 200.09 FEET; (10) NORTH 89°58'01" WEST, 575.41 FEET; (11) SOUTH 89°13'00" WEST, 158.00 FEET; (12) NORTH 87°35'00" WEST, 155.50 FEET; (13) ALONG THE ARC OF A 5679.70 FOOT RADIUS CURVE TO THE RIGHT 851.68 FEET (CHORD TO SAID CURVE BEARS NORTH 85°28'58" WEST, 850.88 FEET); (14) SOUTH 00°03'24" EAST 11.72 FEET; (15) ALONG THE ARC OF A 5679.70 FOOT RADIUS CURVE TO THE RIGHT 78.18 FEET (CHORD TO SAID CURVE BEARS NORTH 81°25'40" WEST, 78.18 FEET); (16) NORTH 81°02'00" WEST, 750.50 FEET; (17) ALONG THE ARC OF A 5779.70

FOOT RADIUS CURVE TO THE LEFT 685.95 FEET (CHORD TO SAID CURVE BEARS NORTH 84°26'00" WEST 685.55 FEET); (18) NORTH 87°50'00" WEST, 300.29 FEET; THENCE NORTH 00°04'52" WEST 1035.44 FEET; THENCE NORTH 89°58'12" WEST 24.75 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM SAID PARCEL 6 THE FOLLOWING THREE PARCELS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1) A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 28 AND THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE NORTH LINE OF A STATE ROAD WHICH IS 1383.21 FEET NORTH 3483.47 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: NORTH 00°01'41" EAST FROM SAID CORNER TO THE NORTHEAST CORNER OF SAID SECTION, BEING A STATE PLANE COORDINATE BEARING); THENCE AS FOLLOWS: NORTH 00°03'10" WEST 1269.31 FEET; NORTH 00°01'55" WEST 1340.44 FEET; SOUTH 89°53'47" EAST 830.33 FEET; SOUTH 89°54'03" EAST 308.58 FEET; SOUTH 4°02'40" EAST 12.03 FEET; NORTH 89°54'03" WEST 309.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 89°53'47" WEST 788.23 FEET TO A 30.00 RADIUS, TANGENT, CURVE TO THE LEFT (CA = 90°08'08", T = 30.07', CH = 42.48', CHB SOUTH 45°02'09" WEST) 47.19 FEET ALONG SAID CURVE; SOUTH 00°01'55" EAST 1298.34 FEET; SOUTH 00°03'10" EAST 1271.63 FEET TO A 5679.7 FOOT, NON-TANGENT, STATE ROAD CURVE TO THE RIGHT (CA = 00°07'24", T = 6.11', CH = 12.22', CHB = NORTH 79°05'15" WEST) 12.22 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING.

2) (PARCEL 12: IMFT PARCEL 1 A)

A PARCEL OF LAND, SITUATE IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 28, SOUTHWEST QUARTER OF SECTION 27, NORTHEAST QUARTER OF SECTION 33, AND NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 92, SAID POINT ALSO BEING SOUTH 89°58'41" EAST 403.26 FEET ALONG THE SECTION LINE AND SOUTH 04°02'40" EAST 1303.43 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28; AND RUNNING THENCE NORTH 04°02'40" WEST 2857.75 FEET; THENCE NORTH 83°28'20" EAST 283.68 FEET; THENCE NORTH 53°05'33" EAST 1215.74 FEET; THENCE NORTH 14°38'07" WEST 368.81 FEET; THENCE NORTH 75°21'53" EAST 982.07 FEET; THENCE SOUTH 07°33'50" EAST 420.33 FEET; THENCE SOUTH 74°14'09" EAST 1731.40 FEET; THENCE SOUTH 01°24'45" WEST

3315.83 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE THE FOLLOWING SIX COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: (1) SOUTH 89°41'35" WEST 366.16 FEET; (2) THENCE SOUTH 89°43'46" WEST 790.00 FEET; (3) THENCE SOUTH 89°40'02" WEST 1110.00 FEET; (4) THENCE SOUTH 89°44'09" WEST 670.00 FEET; (5) THENCE SOUTH 89°41'35" WEST 200.09 FEET; (6) THENCE NORTH 89°58'01" WEST 413.07 FEET TO THE POINT OF BEGINNING. CONTAINS 303.424 ACRES

LESS AND EXCEPTING FROM (PARCEL 12: IMFT PARCEL 1 A):

ANY PART OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE RIGHT-OF-WAY LIMITS OF THE STATE ROUTE 92.

ALSO LESS AND EXCEPTING FROM (PARCEL 12: IMFT PARCEL 1 A):

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 49°33'54" EAST 689.864 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28, A FOUND BRASS CAP MONUMENT SET IN CONCRETE; THENCE NORTH 7°36'13" WEST 561.630 FEET; THENCE NORTH 57°40'47" EAST 197.972 FEET; THENCE NORTH 32°19'13" WEST 130.000 FEET; THENCE NORTH 57°40'51" EAST 470.000 FEET; THENCE NORTH 32°19'13" WEST 292.138 FEET; THENCE NORTH 57°40'47" EAST 927.501 FEET; THENCE NORTH 14°38'07" WEST 470.873 FEET; THENCE NORTH 75°21'53" EAST 850.000 FEET; THENCE SOUTH 14°38'07" EAST 393.198 FEET; THENCE SOUTH 74°14'09" EAST 895.770 FEET; THENCE SOUTH 15°45'51" WEST 356.197 FEET; THENCE SOUTH 74°14'09" EAST 434.876 FEET; THENCE SOUTH 15°45'51" WEST 1,123.803 FEET; THENCE NORTH 74°14'09" WEST 945.256 FEET; THENCE SOUTH 81°45'51" WEST 494.185 FEET; THENCE SOUTH 57°45'51" WEST 643.508 FEET; THENCE SOUTH 81°48'12" WEST 794.602 FEET TO THE POINT OF BEGINNING.

3) A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 00°01'45" EAST 1558.76 FEET ALONG THE SECTION LINE AND WEST 2298.29 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28; AND RUNNING THENCE NORTH 00°00'12" WEST 322.24 FEET; THENCE SOUTH 89°54'03" EAST 425.52 FEET; THENCE SOUTH 00°00'12" EAST 139.92 FEET; THENCE SOUTH 53°05'33" WEST 261.07 FEET; THENCE SOUTH 83°28'20" WEST 218.17 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 6 ALL THAT PORTION CONVEYED TO LEHI CITY BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 26, 2004 AS ENTRY NO. 21542:2004 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE GRANTOR'S EASTERLY PROPERTY LINE, SAID POINT LIES 2257.32 FEET NORTH 00°02'42" EAST ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 90°00'00" WEST 460.84 FEET; THENCE NORTH 41°14'37" WEST 221.15 FEET; THENCE NORTH 09°32'45" WEST 475.44 FEET; THENCE NORTH 45°00'00" EAST 374.57 FEET; THENCE NORTH 90°00'00" EAST 421.33 FEET TO A POINT ON SAID QUARTER SECTION LINE, SAID POINT ALSO BEING ON THE GRANTOR'S EASTERLY PROPERTY LINE; THENCE SOUTH 00°02'42" WEST 900.00 FEET ALONG SAID QUARTER SECTION LINE AND EASTERLY PROPERTY LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 6 ALL THAT PORTION CONVEYED TO IM FLASH TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY THAT CERTAIN WARRANTY DEED RECORDED MARCH 8, 2006 AS ENTRY NO. 27515:2006 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 28, AND THE SOUTHWEST QUARTER OF SECTION 27, IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 49°33'54" EAST 689.864 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28, A FOUND BRASS CAP MONUMENT SET IN CONCRETE; THENCE NORTH 7°36'13" WEST 561.630 FEET; THENCE NORTH 57°40'47" EAST 197.972 FEET; THENCE NORTH 32°19'13" WEST 130.000 FEET; THENCE NORTH 57°40'51" EAST 470.000 FEET; THENCE NORTH 32°19'13" WEST 292.138 FEET; THENCE NORTH 57°40'47" EAST 927.501 FEET; THENCE NORTH 14°38'07" WEST 470.873 FEET; THENCE NORTH 75°21'53" EAST 850.000 FEET; THENCE SOUTH 14°38'07" EAST 393.198 FEET; THENCE SOUTH 74°14'09" EAST 895.770 FEET; THENCE SOUTH 15°45'51" WEST 356.197 FEET; THENCE SOUTH 74°14'09" EAST 434.876 FEET; THENCE SOUTH 15°45'51" WEST 1,123.803 FEET; THENCE NORTH 74°14'09" WEST 945.256 FEET; THENCE SOUTH 81°45'51" WEST 494.185 FEET; THENCE SOUTH 57°45'51" WEST 643.508 FEET; THENCE SOUTH 81°48'12" WEST 794.602 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 6 ANY PORTION THEREIN WHICH LIES WITHIN THE BOUNDS OF THAT CERTAIN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF UTAH, DEPARTMENT OF TRANSPORTION RECORDED DECEMBER 24, 2012 AS ENTRY NO. 113302:2012 OF OFFICIAL RECORDS.

PARCEL 6A:

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR A CERTAIN ROADWAY AND RELATED FACILITIES, OVER, UNDER, AND THROUGH THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, IN UTAH COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE GRANTOR'S EASTERLY PROPERTY LINE, SAID POINT LIES 2,257.32 FEET NORTH 00°02'42" EAST (MEASURED) ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 70.00 FEET ALONG THE GRANTOR'S SOUTHERLY PROPERTY LINE; THENCE NORTH 00°02'42" EAST 900.00 FEET TO A POINT ON THE GRANTOR'S NORTHERLY PROPERTY LINE; THENCE EAST 70.00 FEET TO A POINT ON SAID EASTERLY PROPERTY LINE; THENCE SOUTH 00°02'42" EAST 900.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING: SOUTH 89°56'31" WEST FROM THE SOUTH QUARTER CORNER OF SECTION 27 TO THE SOUTHWEST CORNER OF SECTION 27.

PARCEL 7:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, IN TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER BEING A FOUND UTAH COUNTY MONUMENT; AND RUNNING THENCE NORTH 89°59'40" WEST 751.51 FEET; THENCE NORTH 01°06'24" EAST 464.89 FEET; THENCE NORTH 42°13'51" EAST 671.19 FEET; THENCE NORTH 64°16'59" EAST 357.35 FEET; THENCE NORTH 51°34'21" EAST 1034.94 FEET; THENCE SOUTH 38°55'22" EAST 622.92 FEET; THENCE SOUTH 02°49'01" WEST 378.35 FEET; THENCE NORTH 73°37'22" EAST 1501.45 FEET; THENCE SOUTH 07°25'48" EAST 648.21 FEET; THENCE SOUTH 76°05'04" WEST 83.07 FEET; THENCE SOUTH 00°01'37" EAST 665.58 FEET; THENCE NORTH 89°50'30" WEST 2658.13 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID QUARTER CORNER BEING A FOUND UTAH COUNTY MONUMENT, AND RUNNING THENCE SOUTH 0°01'08" EAST ALONG THE QUARTER SECTION LINE 1208.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE PROVO RESERVOIR CANAL; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL THE FOLLOWING NINE COURSES AND DISTANCES: (1) SOUTH 77°05'00" EAST 128.98 FEET; (2) THENCE ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO THE LEFT 56.65 FEET (CHORD BEARS SOUTH 83°50'45" EAST 56.52 FEET); (3) THENCE NORTH 89°23'30" EAST 178.30 FEET; (4) THENCE ALONG THE ARC OF A 240.00 FOOT RADIUS CURVE TO THE LEFT 56.65 FEET (CHORD BEARS NORTH 82°37'45" EAST 56.52 FEET); (5) THENCE NORTH 75°52'00" EAST 156.20 FEET; (6) THENCE SOUTH 14°08'00" EAST 20.00 FEET; (7) THENCE NORTH 75°52'00" EAST 378.10 FEET; (8) THENCE ALONG THE ARC OF A 640.00 FOOT RADIUS CURVE TO THE RIGHT 181.33 FEET (CHORD BEARS NORTH 83°59'00" EAST 180.72 FEET); (9) THENCE SOUTH 87°54'00" EAST 209.71 FEET TO THE 40 ACRE LINE; THENCE NORTH 0°03'00" WEST ALONG SAID 40 ACRE LINE 1113.42 FEET TO THE NORTH SECTION LINE OF SAID SECTION 32; THENCE SOUTH 89°56'12" WEST ALONG SAID SECTION LINE 1327.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PROPERTY ON WHICH IS LOCATED SR-92 (THE ALPINE HIGHWAY), BEING A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING A STRIP OF LAND 100 FEET WIDE, 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST QUARTER AND SAID CENTER LINE OF SR-92 AT APPROXIMATE ENGINEER'S STATION 91+20, WHICH POINT IS LOCATED 967.02 FEET (RECORDED AS 971.9 FEET) ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 87°42'56" EAST 1329.62 FEET MORE OR LESS TO THE 40 ACRE LINE.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONVEYED AS PARCEL 3 OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 21, 2003 AS ENTRY NO. 185505:2003 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 1019.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND

MERIDIAN, AND RUNNING THENCE SOUTH 87°46'07" EAST 1321.00 FEET; THENCE SOUTH 117.44 FEET; THENCE SOUTH 87°08'15" WEST 1321.65 FEET; THENCE NORTH 234.88 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONVEYED AS PARCEL 5 OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED NOVEMBER 21, 2003 AS ENTRY NO. 185505:2003 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 584.89 FEET; THENCE SOUTH 0°05'59" EAST 941.90 FEET; THENCE NORTH 87°46'07" WEST 586.97 FEET; THENCE NORTH 919.05 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING FROM PARCEL 8 ANY PORTION THEREIN WHICH LIES WITHIN THE BOUNDS OF THAT CERTAIN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF UTAH, DEPARTMENT OF TRANSPORTION RECORDED DECEMBER 24, 2012 AS ENTRY NO. 113302:2012 OF OFFICIAL RECORDS.

PARCEL 9:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°05'59" WEST ALONG THE SECTION LINE 1330.470 FEET; THENCE SOUTH 89°57'27" WEST 2071.188 FEET; THENCE SOUTH 0°05'59" EAST 1332.814 FEET; THENCE NORTH 89°57'27" EAST ALONG THE SECTION LINE 743.393 FEET; THENCE SOUTH 0°02'37" EAST 972.063 FEET TO THE NORTH LINE OF 11000 NORTH UTAH COUNTY ROAD U80; THENCE SOUTH 87°47'39" EAST ALONG SAID ROAD 1329.427 FEET TO THE EAST LINE OF SECTION 32; THENCE NORTH 0°04'39" WEST ALONG SAID SECTION LINE 1026.561 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 9 ANY PORTION THEREIN WHICH LIES WITHIN THE BOUNDS OF THAT CERTAIN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF UTAH, DEPARTMENT OF TRANSPORTION RECORDED DECEMBER 24, 2012 AS ENTRY NO. 113302:2012 OF OFFICIAL RECORDS.

PARCEL 10:

BEGINNING AT A POINT WHICH IS LOCATED S 00°04'59" E 200.52 FEET AND WEST 326.15 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; SAID POINT BEING ALONG THE WESTERN RIGHT-OF-WAY LINE OF HIGHLAND BLVD.

RUNNING THENCE ALONG SAID ROW LINE THE FOLLOWING TWO (2) COURSES:
(1) ALONG THE ARC OF A 702.00 FOOT RADIUS CURVE TO THE LEFT 255.08 FEET

(CURVE HAS A CENTRAL ANGLE OF 20°49'10" AND A CHORD BEARING S 00°22'51" E 253.68 FEET, (2) S 10°47'26" E 182.05 FEET TO A POINT ALONG THE UDOT PROPERTY LINE; THENCE ALONG SAID PROPERTY LINE SOUTH 51.79 FEET TO A POINT ALONG THE MICRON PROPERTY LINE; THENCE ALONG SAID PROPERTY LINE N 09°40'00" W 500.66 FEET; THENCE S 79°09'44" E 49.18 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 6,327 SF OR 0.145 ACRES.

WHEN RECORDED, RETURN TO:

Micron Lehi Development, LLC
c/o Micron Technology, Inc.
8000 S. Federal Way
Boise, ID 83716
Attn: General Counsel

ENT 93821:2013 PG 1 of 4
Jeffery Smith
Utah County Recorder
2013 Oct 03 08:44 AM FEE 20.00 BY EO
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

MAIL TAX NOTICES TO
GRANTEE'S ADDRESS SET FORTH BELOW

Space above for County Recorder's Use

SPECIAL WARRANTY DEED

MICRON TECHNOLOGY, INC., a Delaware corporation ("**Grantor**") hereby conveys and warrants against all claiming by, through, or under it to MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company, c/o Micron Technology, Inc., 8000 S. Federal Way, Boise, ID 83716, Attn: Rod Morgan ("**Grantee**") for the sum of Ten Dollars and other good and valuable consideration the following described real property located in Utah County, Utah, together with all buildings and improvements and all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof:

See Exhibit A attached hereto and incorporated herein by this reference.

The foregoing conveyance is made subject to easements, restrictions, rights-of-way and other matters of record and property taxes and assessments for the year 2013 and thereafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date below written.

GRANTOR:

MICRON TECHNOLOGY, INC, a Delaware corporation

Date: September 26th, 2013

By: [Signature]
Print Name: Steven L. Thorsen
Title: V.P. of W/N Sales + Corp. Marketing

REVIEWED
MTI Legal

13-9/26/13

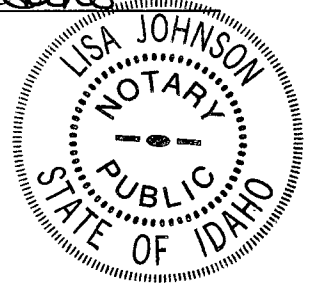
STATE OF Idaho)

COUNTY OF Ada) : ss.

The foregoing instrument was acknowledged before me this 26th day of September 2013, by Steven L. Thorsen, the VP of W/N Sales + Corp. Marketing of MICRON TECHNOLOGY, INC., a Delaware corporation.

[Signature]
NOTARY PUBLIC
Residing at: Boise, Idaho

My Commission Expires:
August 30, 2017



**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

(Legal Description of Property)

The real property referenced in the foregoing instrument is located in Utah County, Utah, and is more particularly described as:

PARCEL 1: (Parcel No. 11-029-0039)

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 28 AND THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE NORTH LINE OF A STATE ROAD WHICH IS 1383.21 FEET NORTH 3483.47 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: NORTH 00°01'41" EAST FROM SAID CORNER TO THE NORTHEAST CORNER OF SAID SECTION, BEING A STATE PLANE COORDINATE BEARING); THENCE AS FOLLOWS: NORTH 00°03'10" WEST 1269.31 FEET; NORTH 00°01'55" WEST 1340.44 FEET; SOUTH 89°53'47" EAST 830.33 FEET; SOUTH 89°54'03" EAST 308.58 FEET; SOUTH 4°02'40" EAST 12.03 FEET; NORTH 89°54'03" WEST 309.45 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 89°53'47" WEST 788.23 FEET TO A 30.00 RADIUS, TANGENT, CURVE TO THE LEFT (CA = 90°08'08", T = 30.07', CH = 42.48', CHB SOUTH 45°02'09" WEST) 47.19 FEET ALONG SAID CURVE; SOUTH 00°01'55" EAST 1298.34 FEET; SOUTH 00°03'10" EAST 1271.63 FEET TO A 5679.7 FOOT, NON-TANGENT, STATE ROAD CURVE TO THE RIGHT (CA = 00°07'24", T = 6.11', CH = 12.22', CHB = NORTH 79°05'15" WEST) 12.22 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING.

PARCEL 2: (Parcel No. 11-029-0040)

BEGINNING AT A POINT THAT IS NORTH 00°01'45" EAST 1558.76 FEET ALONG THE SECTION LINE AND WEST 2298.29 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28; AND RUNNING THENCE NORTH 00°00'12" WEST 322.24 FEET; THENCE SOUTH 89°54'03" EAST 425.52 FEET; THENCE SOUTH 00°00'12" EAST 139.92 FEET; THENCE SOUTH 53°05'33" WEST 261.07 FEET; THENCE SOUTH 83°28'20" WEST 218.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED WITHIN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED FEBRUARY 26, 2004 AS ENTRY NO. 21543:2004 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 3978.11 FEET NORTH AND 1870.78 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 00°01'41" SOUTH FROM SAID CORNER TO

THE NORTHEAST CORNER OF SAID SECTION, BEING A STATE PLANE COORDINATE BEARING); THENCE NORTH 89°54'03" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN 375.52 FEET; THENCE NORTH 00°00'12" WEST 290.00 FEET; THENCE SOUTH 89°54'03" EAST 375.52 FEET; THENCE SOUTH 00°00'12" EAST 290.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (Parcel No. 11-029-0047)

BEGINNING AT A POINT WHICH IS 3978.11 FEET NORTH AND 1870.78 FEET WEST OF THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 00°01'41" SOUTH FROM SAID CORNER TO THE NORTHEAST CORNER OF SAID SECTION, BEING A STATE PLANE COORDINATE BEARING); THENCE NORTH 89°54'03" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN 375.52 FEET; THENCE NORTH 00°00'12" WEST 290.00 FEET; THENCE SOUTH 89°54'03" EAST 375.52 FEET; THENCE SOUTH 00°00'12" EAST 290.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED WITHIN THAT CERTAIN WARRANTY DEED RECORDED MARCH 8, 2006 AS ENTRY NO. 27515:2006 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, SITUATE IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 28, SOUTHWEST QUARTER OF SECTION 27, NORTHEAST QUARTER OF SECTION 33, AND NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 92, SAID POINT ALSO BEING SOUTH 89°58'41" EAST 403.26 FEET ALONG THE SECTION LINE AND SOUTH 04°02'40" EAST 1303.43 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28; AND RUNNING THENCE NORTH 04°02'40" WEST 2857.75 FEET; THENCE NORTH 83°28'20" EAST 283.68 FEET; THENCE NORTH 53°05'33" EAST 1215.74 FEET; THENCE NORTH 14°38'07" WEST 368.81 FEET; THENCE NORTH 75°21'53" EAST 982.07 FEET; THENCE SOUTH 07°33'50" EAST 420.33 FEET; THENCE SOUTH 74°14'09" EAST 1731.40 FEET; THENCE SOUTH 01°24'45" WEST 3315.83 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE THE FOLLOWING SIX COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: (1) SOUTH 89°41'35" WEST 366.16 FEET; (2) THENCE SOUTH 89°43'46" WEST 790.00 FEET; (3) THENCE SOUTH 89°40'02" WEST 1110.00 FEET; (4) THENCE SOUTH 89°44'09" WEST 670.00 FEET; (5) THENCE SOUTH 89°41'35" WEST 200.09 FEET; (6) THENCE NORTH 89°58'01" WEST 413.07 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED RETURN TO:
Micron Lehi Development, LLC
8000 South Federal Way
Boise, ID 83716
Attention: Head of Global Real Estate

Tax Parcel 11-029-0045

Space Above for Recorder's Use

**EASEMENT AGREEMENT
(WELL 2 ACCESS AND UTILITY EASEMENT)**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is entered into to be effective as of the 10th day of March, 2021 (the “**Effective Date**”), by and between D.R. HORTON, INC., a Delaware corporation, its successors and assigns as the owner of the Easement Parcel defined below (“**Horton**”), and MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company, its successors and assigns (“**Micron**”). “**Party**” and “**Parties**” means individually Micron or Horton and collectively Micron and Horton.

RECITALS:

A. Horton is the owner of those certain parcels of real property, located in Lehi City, Utah County, Utah, which are more particularly described and depicted in Exhibit “A” attached hereto (the “**Easement Parcel**”).

B. Micron has requested and Horton is willing to grant to Micron certain private easements in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement.

(a) Access and Utility Lines. Horton, as the owner of Easement Parcel, hereby grants and conveys to Micron a perpetual, non-exclusive right and easement (the “**Easement**”) on, over, under, across and through the Easement Parcel (i) for vehicular and pedestrian ingress and egress in order to have access to a well house located on property owned by Micron that is contiguous to the Easement Parcel, and (ii) to locate, survey, install, upgrade, entrench, maintain, repair, replace, inspect and operate below ground utility lines, at Micron’s sole cost and expense, serving such parcels of real property owned by Micron as Micron may determine from time to time (collectively, the “**Utility Lines**”). After the completion of the construction and installation of the Utility Lines, the size of the Easement Parcel shall automatically be reduced to the actual footprint within the Easement Parcel of the installed Utility Lines according to the standards of the City of Lehi together with those certain parcels of real property whose boundaries are located fifteen (15) feet extending perpendicularly in both

directions from the center line of the actual footprint of the installed Utility Lines. The foregoing grant includes the right of ingress and egress across the Easement Parcel to and from the Utility Lines and access on and within the Easement Parcel for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. Micron may use such portions of the real property owned by Horton that are located along and adjacent to the Utility Lines but within the Easement as may be reasonably necessary for the purposes set forth in this Section 1. There shall be no charge for the use of the Easement, and the Easement granted and conveyed hereunder shall inure solely to the benefit of Micron.

(b) Maintenance, Repair and Replacement; Compliance with Laws. At any time and from time-to-time Micron shall have the right, at Micron's sole cost and expense, to install, repair, maintain, and/or replace any of the Utility Lines. Micron, at its sole cost and expense, shall comply with all applicable governmental codes, laws, orders, ordinances, regulations and statutes relating to the use of the Easement by Grantee and relating to the use, maintenance, operation, repair, inspection, protection, removal or replacement of the Utility Lines within the Easement Parcel.

2. Damage; Repair; Restoration and Indemnification. Micron, at its sole cost and expense, shall defend, indemnify and hold harmless Horton, its officers, shareholders, employees, agents, contractors and affiliates against and from any and all claims, losses, damages, liabilities and expenses, including, but not limited to, litigation expenses and attorneys' fees, arising out of: (a) the breach by Micron of its obligations, covenants and duties under this Agreement, and/or (b) injuries or damages to persons or property (including the Easement Parcel), by reason of any cause whatsoever arising from the use or occupation of the Easement by Micron or any of Micron's Invitees.

3. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever.

4. Reservation of Rights by Horton. Horton reserves unto itself and to its successors in interest as the owner of the Easement Parcel the perpetual right: (a) to enter upon, over, along, across, within, through and under the Easement Parcel, (b) to grant or place other easements and licenses upon, over, along, across, within, through and under the Easement Parcel, (c) to utilize the Easement Parcel for any purpose, and/or (d) to install landscaping and/or to make improvements to the surface of the Easement Parcel, provided that the exercise by Horton of any such reserved rights shall not damage any portion of the Utility Lines or materially diminish Micron's use or enjoyment of the Easement Parcel for the purposes granted in Section 1 above. Horton reserves unto itself and to its successors in interest as the owner of the Easement Parcel the perpetual right to relocate the Easement, the location of the Easement Parcel and the Utility Lines within the Easement Parcel, provided that Horton shall be responsible for all the costs and expenses incurred by Horton in causing the relocation of the Easement, the Easement Parcel and the Utility Lines, and provided that such activities and efforts by Horton to relocate the Easement, the Easement Parcel and the Utility Lines shall not materially disrupt the services received by Micron as the result of the existence of the Easement and the Utility Lines.

5. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Easement Parcel and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

6. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement.

7. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Micron: Micron Lehi Development, LLC
 8000 South Federal Way
 Boise, ID 83716
 Attention: Head of Global Real Estate

To Horton: D.R. Horton, Inc.
 12351 South Gateway Park Place, Suite D-100
 Draper, UT 84020
 Attention: Boyd A. Martin

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

8. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a document signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights and to pursue its remedies hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, all costs and expenses as are incurred by the prevailing Party in enforcing its rights and to pursue its remedies hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter

hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word “including” shall be construed inclusively, and not in limitation, whether or not the words “without limitation” or “but not limited to” (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Sections refer to the Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the creation, reduction, relocation or termination of the Easement as provided herein and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(h) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(i) Authority. Each Party represents and warrants that each such Party been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

MICRON LEHI DEVELOPMENT, LLC,
a Delaware limited liability company

By: David F. Cheffings
Name: David Cheffings
Title: Vice President

D.R. HORTON, INC.,
a Delaware corporation

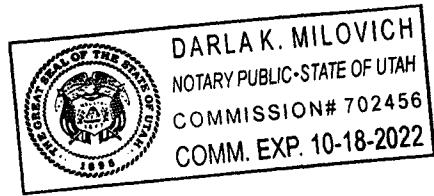
By: _____
Name: Jonathan S. Thornley
Title: Division CFO _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing document was duly acknowledged before me this 10th day of March, 2021, by David Cheffings in such person's capacity as the Vice President of MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company.

Darla K. Milovich
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
10/18/22



IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

MICRON LEHI DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: David Cheffings
Title: Vice President

D.R. HORTON, INC.,
a Delaware corporation

By: _____
Name: Jonathan S. Thornley
Title: Division CFO _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

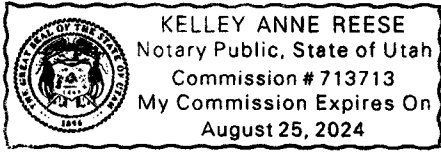
The foregoing document was duly acknowledged before me this 10th day of March, 2021, by David Cheffings in such person's capacity as the Vice President of MICRON LEHI DEVELOPMENT, LLC, a Delaware limited liability company.


NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of March, 2021, by Jonathan S. Thornley in such person's capacity as the Division CFO of D.R. HORTON, INC., a Delaware corporation.





NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

August 25, 2024

**EXHIBIT A
TO
EASEMENT AGREEMENT
(WELL 2 ACCESS AND UTILITY EASEMENT)**

Legal Description of the Easement Parcel

The real property referenced in the foregoing instrument as the Easement Parcel is located in Lehi City, Utah County, Utah and is more particularly described as follows:

A perpetual utility and access easement to operate and maintain a water well, situate in the NW1/4 S33, T. 4 S., R. 1 E., SLB& M. The boundaries of said easement are described as follows: Beginning at a point which is N89° 58' 12"W 2087.22 feet along the section line and SOUTH 508.13 feet from the North Quarter Corner of said Section 33; and running thence EAST 1222.24 feet; thence SOUTH 85.00 feet; thence WEST 1222.24 feet; thence NORTH 85.00 feet to the point of beginning. The above described easement area contains 2.385 acres or 103,891 square feet more or less.