

ENT 18828:2014 PG 1 of 3  
**Jeffery Smith**  
**Utah County Recorder**  
 2014 Mar 21 11:47 AM FEE 18.00 BY SW  
 RECORDED FOR Affiliated First Title Company  
 ELECTRONICALLY RECORDED

## EASEMENT

THE UNDERSIGNED owner of real property situated and located in Utah County, State of Utah ("Grantor"), does hereby convey, grant, and release to LEHI CITY, Utah County, State of Utah, a perpetual, non-exclusive easement for buried public utilities and any related facilities, over, under and through the following described real property situated in Utah County, State of Utah, and more particularly described as follows ("Property"):

Beginning at a point which is on the Property Line common to Micron Lehi Development, LLC, property and Perry Homes Utah, Inc. property, said point being also North 232.90 feet and East 583.98 feet from the North Quarter Corner of said Section 32, and running thence, along said Property Line, N00°05'59"W 10.35 feet; thence Northeasterly 17.90 feet along the arc of a 21.00 foot radius curve to the left, chord bears N47°07'02"E 17.37 feet; thence Northeasterly 360.60 feet along the arc of a 675.00 foot radius curve to the right, chord bears N38°00'17"E 356.33 feet; thence Northeasterly 30.81 feet along the arc on a 21.00 foot radius curve to the left, chord bears N11°16'41"E 28.12 feet; thence N59°14'49"E 10.00 feet; thence Southwesterly 45.48 feet along the arc of a 31.00 foot radius curve to the right, chord bears S11°16'41"W 41.51 feet; thence Southwesterly 355.26 feet along the arc of a 665.00 foot radius curve to the left, chord bears S38°00'17"W 351.05 feet; thence Southwesterly 29.70 feet along the arc of a 31.00 foot radius curve to the right, chord bears S50°08'35"W 28.57 feet to the Point of Beginning.

Contains 4,199 Square Feet or 0.10 Acres.

TOGETHER WITH: Beginning at a point being North 610.46 feet and East 900.66 feet from the North Quarter Corner of said Section 32, and running thence N59°14'49"E 10.00 feet; thence Southeasterly 30.81 feet along the arc of a 21.00 foot radius curve to the left, chord bears S72°47'03"E 28.12 feet; thence S24°48'55"E 10.00 feet; thence Northwesterly 45.48 feet along the arc of a 31.00 foot radius curve to the right, chord bears N72°47'03"W 41.51 feet to the Point of Beginning.

Contains 381 Square Feet or 0.009 Acres.

TOGETHER WITH: Beginning at a point being North 196.86 feet and East 707.37 feet from the North Quarter Corner of said Section 32, and running thence Northwesterly 53.02 feet along the arc of a 31.00 foot radius curve to the right, chord bears N24°14'41"W 46.79 feet; thence Northeasterly 412.81 feet along the arc of a 585.00 foot radius curve to the right, chord bears N44°58'09"E 404.30 feet; thence S24°48'55"E 10.00 feet; thence Southwesterly 119.22 feet along the arc of a 575.00 foot radius curve to the left, chord bears S59°14'42"W 119.00 feet; thence S06°52'19"W 16.72 feet; thence S50°42'25"W 28.00 feet; thence N83°07'41"W 16.11 feet; thence Southwesterly 235.29 feet along the arc of a 575.00 foot radius curve to the left, chord bears S36°28'34"W 233.65 feet; thence Southeasterly 35.92 feet along the arc of a 21.00 foot radius curve to the left, chord bears S24°14'41"E 31.70 feet; thence S16°45'26"W 10.00 feet to the Point of Beginning.

Contains 5,017 Square Feet or 0.115 Acres.

TOGETHER WITH: Beginning at a point being South 439.51 feet and East 715.66 feet from the North Quarter Corner of said Section 32, and running thence S89°54'01"W 49.50

feet; thence Northwesterly 48.69 feet along the arc of a 31.00 foot radius curve to the right, chord bears N45°05'59"W 43.84 feet; thence N00°05'59"W 402.21 feet; thence Northeasterly 103.39 feet along the arc of a 585.00 foot radius curve to the right, chord bears N04°57'48"E 103.25 feet; thence Northeasterly 52.34 feet along the arc of a 31.00 foot radius curve to the right, chord bears N58°23'30"E 46.34 feet; thence S73°14'34"E 1.57 feet; thence S16°45'25"W 10.00 feet; thence N73°14'34"W 1.57 feet; thence Southwesterly 35.45 feet along the arc of a 21.00 foot radius curve to the left, chord bears S58°23'30"W 31.39 feet; thence Southwesterly 101.62 feet along the arc of a 575.00 foot radius curve to the left, chord bears S04°57'48"W 101.49 feet; thence S00°05'59"E 402.21 feet; thence Southeasterly 32.99 feet along the arc of a 21.00 foot radius curve to the left, chord bears S45°05'59"E 29.70 feet; thence N89°54'01"E 49.52 feet; thence South 10.00 feet to the Point of Beginning.

Contains 6,405 Square Feet or 0.15 Acres.

TOGETHER WITH: Beginning at a point on the North Right-of-Way Line of State Route 92, said point being also being South 904.60 feet and East 646.97 feet from the North Quarter Corner of said Section 32, and running thence N00°05'59"W 325.47 feet; thence Northeasterly 109.17 feet along the arc of a 69.50 foot radius curve to the right, chord bears N44°54'01"E 98.29 feet; thence South 10.00 feet; thence Southwesterly 93.44 feet along the arc of a 59.50 foot radius curve to the left, chord bears S44°53'31"W 84.13 feet; thence S00°05'59"E 325.47 feet to a point on said North Right-of-Way Line of State Route 92; thence, along said North Right-of-Way Line, S89°54'01"W 10.00 feet to the Point of Beginning.

Contains 4,268 Square Feet or 0.10 Acres

Note: Basis of Bearing for this description is N89°56'57"E between the North Quarter Corner and the Northeast Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described utilities for the improvement of real property owned by the Grantor. Should construction, repairs, maintenance, or replacements become necessary, the party completing such activities ("Constructing Party") shall use good faith efforts to perform those activities as expeditiously as possible and in a manner that will minimize any disruption caused by such activities, including, to the extent reasonably feasible given the nature, scope, and impact of the activities, providing prior written notice to the then current owner of that portion of the Property where the activities will take place. All public utilities and related facilities will be constructed and maintained underground, except for those limited portions of the public utilities and related facilities that, by their nature, are required to be above ground. If the Constructing Party damages or disturbs the Property or any improvements located on the Property, then the Constructing Party will, at its own cost and expense, immediately repair or replace the Property or the improvements to a condition that is at least as good as the condition immediately prior to such activities.

GRANTOR HEREBY AGREES that Lehi City shall have the right of ingress and egress across the Property for the purpose of constructing, maintaining, and repairing said public utilities and related facilities, to be located on or under the Property. Grantor also agrees not to construct

or maintain any building, structure, or trees of a permanent nature upon the property above described. Nothing herein prohibits the owner of the Property from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the Property that do not unreasonably interfere with the utility lines and facilities.

DATED this 14th day of March 2014.

Micron Lehi Development, LLC,  
a Delaware limited liability company

By: [Signature]  
Print Name: ROD MORBAN  
Title: President, Micron Lehi Development LLC

REVIEWED  
MTI Legal

STATE OF Idaho )  
                                  : ss.  
COUNTY OF Ada )

B 21241K

The foregoing instrument was acknowledged before me this 14th day of March, 2014, by Rod Morgan, the President of Micron Lehi Development, LLC, a Delaware limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Boise, ID  
STATE OF IDAHO

My Commission Expires:  
Aug. 31, 2017