

EASEMENT

Grantee 153 No. 100E Lehi 84043

Micron Technology, Inc., a Delaware corporation, organized and existing under the laws of the State of Delaware ("Grantor"), owner of real property situated and located in Utah County, State of Utah, hereby conveys and grants to Lehi City ("Grantee"), Utah County, State of Utah, a perpetual non-exclusive 70-foot wide easement for ingress and egress to Lehi City property for installation and maintenance of a certain underground culinary water line, underground irrigation line, underground power line, and related underground facilities, over, under, and through the following described real property situated in the east half of the NE 1/4 of the SW 1/4 of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian in Utah County, State of Utah, and more particularly described as follows:

70.00 feet adjacent to and westerly of the following described easterly property line.

Beginning at a point on the Grantor's property line, said point lies 1328.60 feet N. 00°02'42" E. along the quarter section line from the south quarter corner of said Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence N. 00°02'42" E. 928.71 feet, more or less, along said easterly property line to the southeast corner of the Lehi City property.

Basis of Bearing: Utah State Plane Coordinate System - Central Zone.
S. 89°56'31" W. from the south quarter corner of Section 27 to the southwest corner of Section 27.

The Eastern and Southern boundary lines of the Easement Parcel shall be prolonged and/or shortened to begin and end on, and conform to, the Grantor's property lines.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described ingress and egress access road and utility lines.

Grantor hereby agrees that Grantee shall have the right of ingress to and egress from the property above described for the purpose of operating, maintaining, and repairing its access road, utility lines and related facilities, to be located on the Easement Parcel; provided, however, Grantee shall conduct its operation, maintenance and repair in a manner so as not to interfere with Grantor's use and operation of Grantor's other owned property.

The easement herein granted by the undersigned is a perpetual non-exclusive easement. Grantor hereby agrees not to construct or maintain any building or structure of a permanent nature upon the Easement Parcel.

Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of Easement Parcel to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed herein.

Grantor shall have the right to relocate the Easement Parcel and the underground culinary water line, underground irrigation line, underground power line and related underground facilities, provided the relocation shall be completed at the sole cost and expense of Grantor. Prior to relocation, Grantor shall obtain written plan approval from Grantee, which approval shall not be unreasonably withheld or delayed. All work shall conform to the most current Lehi City Development Standards.

By accepting of this Easement, Grantee, for itself and its successors and assigns, hereby indemnifies and holds harmless Grantor, and Grantor's officers, directors, employees, guests and invitees, and their respective successors and assigns, from and against all damages, costs, including reasonable attorney's fees and costs, injuries, or liability arising out of, in connection with, or in any manner related to, this Easement Agreement or Grantee's, and Grantee's employees', agents', guests' and invitees', and their respective successors and assigns, use, operation, maintenance or repair of the Easement Parcel, the underground culinary water line, the underground irrigation line, the underground power line and the related underground facilities, and the reservoir and related improvement facilities serviced by the underground culinary water line, the underground irrigation line, the underground power line and the related underground facilities.

IN WITNESS WHEREOF, said Dale J. Eldridge
has caused this instrument to be executed by its proper officers thereunto
duly authorized, this 14th day of November, A.D. 2003.

STATE OF Idaho) Micron Technology, Inc.
) ss.
COUNTY OF Ada) By Dale J. Eldridge
) Print Name Dale J. Eldridge
) Title Director of Facilities

On the date first above written personally appeared before me,
Dale J. Eldridge who, being by me duly sworn,
says that he is the Director of Facilities of
Micron Technology, Inc., a corporation, and that the
within and foregoing instrument was signed in behalf of said corporation by
authority of its Organizational Documents and said Dale J. Eldridge
acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first
above written:

Missy Ingalls
Notary Public

