

EASEMENT

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ENT 21547; 2004 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 26 1:51 pm FEE 0.00 BY LJ
RECORDED FOR LEHI CITY CORPORATION

Grantee
153 N 100 E
Lehi 84043

Micron Technology, Inc., a Delaware corporation, organized and existing under the laws of the State of Delaware ("Grantor"), owner(s) 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 40-foot easement for a certain underground drain line and related underground facilities, under and through the following described real property ("Easement Parcel") situated in the east half of the NE 1/4 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:

20.00 feet on each side of the following described centerline:

Beginning at a point on the southerly property line of a parcel conveyed to Lehi City, said point lies 2257.32 feet N. 00°02'42" E. along the quarter section line and 291.82 feet west from the south quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence S. 45°00'00" E. 313.31 feet.

Together with a non-exclusive drainage easement across the following described property ("Drainage Easement Parcel") to accept drainage from the Grantee's irrigation reservoir into Grantor's existing natural drainage. The Drainage Easement Parcel is described as follows:

Beginning at a point which lies 2083.46 feet N. 00°02'42" E. along the quarter section line and 91.02 feet West from the south quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence S. 03°41'26" W. 152.95 feet; thence S. 06°53'25" W. 244.58 feet; thence S. 03°57'06" E. 83.88 feet; thence S. 24°10'41" E. 31.70 feet; thence S. 04°32'09" E. 105.84 feet; thence S. 24°45'53" E. 31.82 feet; thence S. 04°24'48" W. 113.27 feet, more or less, to a point on the Grantor's southerly property line.

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.

THIS EASEMENT IS GRANTED IN CONSIDERATION for the construction of the above described drain line.

Grantor hereby agrees that Grantee shall have the right of ingress to and egress from the Easement Parcel for the purpose of operating, maintaining, and repairing said certain underground drain line and related underground facilities, to be located on Easement Parcel and to and from the Drainage Easement Parcel for maintaining and repairing the Drainage 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 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 or the Drainage 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 drain line and related underground facilities, and the Drainage Easement Parcel, 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.

Grantee hereby agrees to control drainage flows across the Drainage Easement Parcel to prevent downstream damage.

By accepting 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 and the Drainage Easement Parcel, the underground drain line and related underground facilities, and the reservoir and related improvement and facilities serviced by the underground drain 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.

COUNTY OF Ada) ss.)

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

