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EASEMENT

ENT 21548:2004 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.O. 1006 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 30-foot wide easement for culinary and irrigation waterlines and related underground facilities, under and through the following described real property ("Easement Parcel") situated in the N 1/2 of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian in Utah County, State of Utah, and more particularly described as follows:

15.00 feet on each side of the following described line:

Beginning at a point on the Grantor's southerly property line, said point lies 1301.98 feet S. 00°04'39" E. along the section line and 3474.58 feet East from the northwest corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence N. 03°13'48" E. 91.60 feet; thence N. 89°59'12" W. 1134.11 feet; thence North 120.00 feet.

Basis of Bearing: Utah State Plane Coordinate System - Central Zone.  
S. 25°41'52" W. from the northwest corner of Section 33 to Utah County Survey Monument "Lake Mtn. #1."

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

THIS EASEMENT IS GRANTED IN CONSIDERATION for the operation and maintenance of the above described waterlines.

Grantor hereby agrees that Grantee shall have the right of operating, maintaining, and repairing its culinary and irrigation waterlines and related underground facilities, to be located within 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 and Grantee shall maintain and repair, including re-grading and re-vegetating, the surface of the Easement Parcel.

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

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 its employees', agents', guests' and invitees', and their respective successors and assigns, use, operation, maintenance or repair of the Easement Parcel, the culinary irrigation waterlines and 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 14<sup>th</sup> day of November, A.D. 20 03.

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

