

UT IND UG-8/94

PN 107980  
May 2, 1996  
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ENT 45407 BK 3983 PG 436  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 MAY 31 8:57 AM FEE 22.00 BY MB  
RECORDED FOR UTAH POWER & LIGHT

## TEMPORARY CONSTRUCTION EASEMENT

1. Micron Technology, Incorporated, a Delaware corporation, doing business in the State of Utah, Grantor, hereby conveys and warrants to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten Dollars (\$10.00) and other valuable consideration, a temporary easement and right of way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and one three pole structure, one two pole structure, four poles and fourteen guy anchors with the necessary stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, (collectively the "Facilities") on, over, under and across real property located in Utah County, Utah, described as follows:

A right of way 50 feet in width, being 25 feet on each side of the following described survey line:

Beginning on the Grantor's land at a point 385 feet north and 625 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.74°06'W. 604 feet, thence S.11°42'E. 646 feet, thence N.80°58'E. 120 feet on said land and being in the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of said Section 28; containing 1.57 acres, more or less.

A right of way 30 feet in width, being 15 feet on each side of the following described centerline:

Beginning in the above described survey line on the Grantor's land at a point 385 feet north and 625 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence N.74°06'E. 58 feet on said land and being in the SE1/4



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of the NE1/4 of said Section 28; containing 0.04 of an acre, more or less.

A right of way 10 feet in width being 5 feet on each side of the following described centerline:

Beginning in the above described survey line on the Grantor's land at a point 222 feet north and 1210 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.74°06'W. 75 feet on said land and being in the SE1/4 of the NE1/4 of said Section 28; containing 0.02 of an acre, more or less.

Beginning in the above described survey line on the Grantor's land at a point 222 feet north and 1210 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence N.11°42'W. 79 feet on said land and being in the SE1/4 of the NE1/4 of said Section 28; containing 0.02 of an acre, more or less.

Beginning in the above described survey line on the Grantor's land at a point 417 feet south and 1078 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.11°42'E. 75 feet on said land and being in the NE1/4 of the SE1/4 of said Section 28; containing 0.02 of an acre, more or less.

Beginning in the above described survey line on the Grantor's land at a point 417 feet south and 1078 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.80°58'W. 75 feet on said land and being in the NE1/4 of the SE1/4 of said Section 28; containing 0.02 of an acre, more or less.

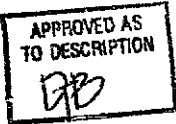
Beginning in the above described survey line on the Grantor's land at a point 394 feet south and 956 feet west, more or less, from the east one quarter corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence N.80°58'E. 66 feet on said land and being in the NE1/4



of the SE1/4 of said Section 28; containing 0.02 of an acre, more or less.

Total area 1.71 acres, more or less.

This easement is to be in force and effect until the construction of the permanent line is complete and energized, at which time this line will be removed and this right of way will become null and void and any rights granted herein by the Grantors will revert to the Grantors, it successors in interest or assigns.



Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement, providing that if Grantor's future use or development of the right of way and easement requires relocation of the Facilities, Grantee agrees to relocate the Facilities at Grantor's expense.

Grantee shall indemnify, defend, and hold harmless Grantor and it's successors and assigns from and against all claims, demands, losses, liabilities, and any other matter whatsoever, and all cost and expenses, including attorneys' fees, incurred in connection therewith for any injuries, death, or damage arising from Grantee's exercise of the rights and privileges herein granted.

Nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed, curbs, gutters, sidewalks, driveways, parking areas, landscaping and other improvements over and across said right of way, so long as said improvements do not damage the Facilities or violate applicable law. Following the installation or any construction, maintenance, repair, removal, or replacement of the Facilities, Grantee shall, at its expense, restore the surface of the right of way and any construction improvements to the

