

UT CORP OH-8/94

PN 107744
May 20, 1996
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ENT 46592 BK 3986 PG 530
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 JUN 4 12:22 PM FEE 16.00 BY BT
RECORDED FOR UTAH POWER & LIGHT

EASEMENT

1rb. 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 perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and four - three pole structures, six - two pole structures, one - four pole switch structure 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 at a new pole in an existing power line on the Grantor's land at a point 517 feet south and 824 feet west, more or less, from the northeast corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.3°49'E. 1807 feet, thence S.8°14'E. 400 feet on said land and being in E1/2 of the NE1/4 and the NE1/4 of the SE1/4 of said Section 28, containing 2.53 acres, more or less.

Beginning at a new pole in an existing power line on the Grantor's land at a point 514 feet south and 724 feet west, more or less, from the northeast corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence S.2°13'E. 1800 feet, thence S.8°14'E. 400 feet on said land and being in the E1/2 of the NE1/4 and the NE1/4 of the SE1/4 of said Section 28, containing 2.53 acres,

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more or less.

One four pole structure described as follows:

One four pole switch structure located in an existing powerline on the Grantor's land at a point 516 feet south and 774 feet west, more or less, from the northeast corner of Section 28, T. 4 S., R. 1 E., S.L.M., and being in the NE1/4 of the NE1/4 of said Section 28.

This easement for the above mentioned new four pole switch structure is granted in accord with and supplements a prior easement dated February 21, 1957 and recorded in the 21st day of February, 1957, in the office of the County Recorder of Utah County, Utah in book 738 at page 20.

A right of way 35 feet in width, being 17.5 feet on each side of the following described centerline:

Beginning at a point in a new three pole structure on the Grantor's land at a point 508 feet south and 729 feet west, more or less, from the northeast corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence N.2°13'W. 70 feet on said land and being in the NE1/4 of the NE1/4 of said Section 28, containing 0.06 of an acre, more or less.

Beginning at a point in a new three pole structure on the Grantor's land at a point 511 feet south and 819 feet west, more or less, from the northeast corner of Section 28, T. 4 S., R. 1 E., S.L.M., thence N.3°49'W. 70 feet on said land and being in the NE1/4 of the NE1/4 of said Section 28, containing 0.06 of an acre, more or less.

Total area 5.18 acres, more or less.

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

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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, provided 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.

Grantee shall indemnify, defend, and hold harmless Grantor and its successors and assigns from and against all claims, demands, losses, liabilities, and any other matter whatsoever, and all costs and expenses, including attorneys' fees, incurred in connection therewith for any injuries, death, or damage arising from Grantee's exercise of the right 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 condition of the surface and the construction improvements

