WHEN RECORDED MAIL TO: U S West Communications, Inc. 1425 West 3100 South Salt Lake City, UT 84119



ENT 6319 BK 3871 PG 437 RANDALL A. COVINGTON UTAH COUNTY RECORDER 1996 JAN 25 8:40 AM FEE 12.00 BY MB RECORDED FOR US WEST COMMUNICATIONS

EASEMENT

Micron Technology, Inc., a Delaware corporation, ("Grantor"), does hereby quitclaim to U S West Communications, Inc., a Colorado corporation, ("Grantee"), for good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive easement twenty-five (25) feet in width to construct, reconstruct, operate, maintain, and remove such telecommunications facilities as Grantee may require to service Grantor's facility, through and across land being situated twelve and one-half (12.5) feet on each side of the following described centerline:

Beginning at a point South 09°50'49" East 1051.207 feet from the Southwest Corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point also being on the North UDOT Right-of-way Line of SR 92; thence North 48°00'00" East 220.543 feet, across the Jordan Aqueduct; thence South 85°43'26" East 380.394 feet; thence South 81°55'12" East 427.106 feet; thence South 80°59'40" East 765.706 feet; thence South 83°19'46" East 214.369 feet; thence South 85°44'42" East 254.251 feet; thence South 89°15'40" East 263.687 feet; thence South 89°15'40" East 367.096 feet; thence North 89°42'14" East 736.737 feet; thence North 89°45'13" East 2771.397 feet; thence North 89°38'49" East 1210.718 feet; thence South 09°40'00" East 123.428 feet to end, said point also being on the North UDOT Right-of way Line of SR 92; situated in County of Utah, State of Utah.

The Basis of Bearing is the Utah County recorded bearing of South 25°41'52" West, which is from the Southwest Corner of Section 28, Township 4 South, Range 1 East, Salt Lake Meridian, to Lake Mountain No. 1, which is a Utah County first order control point. This bearing is recorded on a Utah County Surveyors Section Tie Sheet which is available to the public under Entry 40666, Book 2980, Page 768.

Grantee shall have the right of ingress and egress over and across the above-described property. Grantee shall indemnify, defend, and hold harmless Grantor from and against all claims, demands, damages, 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 rights and privileges herein granted. Grantor shall have the right to occupy, use, and cultivate said easement and premises for all purposes not inconsistent with, nor interfering with the rights herein granted, and provided that if Grantor's use or future development of the easement requires relocation of such telecommunications facilities, Grantee agrees to relocate such facilities.

Vice President Finance, Chief Financial Officer

IN WITNESS WHEREOF, Grantor has conhereunto affixed this day of December, 199	caused its corporate name and seal to be 95.	,
ATTEST:	·	
	MICRON TECHNOLOGY, INC.	
	af -	

STATE OF IDAHO) :ss.
COUNTY OF ADA)

On the <u>B</u> day of December, 1995, personally appeared before me Wilbur G. Stover, Jr., who, being duly sworn, did say that he is the Vice President Finance, Chief Financial Officer of Micron Technology, Inc., and that the foregoing instrument was signed on behalf of <u>said</u> corporation by authority of its Bylaws, and said Wilbur G. Stover acknowledged to me that said corporation duly executed the same.

Notary Public