

UNDERGROUND EASEMENT GRANT

Micron Technology, Inc., a Delaware corporation, Grantor, does hereby quitclaim to Electric Lightwave, Inc., a corporation of the State of Delaware, Grantee, for the sum of one dollar (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive underground easement to install and construct underground electric, telephone, and/or communications facilities including the right and privilege to place conduit, sub-surface wire, fixtures, pipes, cables, and all other matters and things necessary, convenient or expedient in the construction of electric, telephone, and/or communications facilities (hereinafter collectively referred to as the "Facilities") through and across the following described land and premises situated in the County of Utah, State of Utah, being twelve and one-half (12.5) feet on each side of the following described center-line (the "Easement"):

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.

TO HAVE AND TO HOLD the same unto said Grantee, so long as such Facilities shall be maintained, with the right of ingress and egress over and across said Easement to maintain, alter, repair, inspect, protect, remove, and replace the same. If Grantee ceases to use the Easement for a period of one (1) year, all of Grantee's rights hereunder shall

terminate and revert to Grantor. Grantor shall have the right to use the premises except for the purposes for which this Easement is granted to Grantee; provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder; and provided further, that if Grantor's use or future development of the Easement requires relocation of the Facilities, Grantee agrees to relocate such Facilities.

Grantee shall exercise and use its very best efforts to avoid damage to the Easement and surrounding property and any improvements that may at any time be thereon. Following the installation or any construction, maintenance, repair, alteration, removal, or replacement of the Facilities, Grantee shall, at its expense, restore the surface of the Easement and any constructed improvements to the condition of the surface and the constructed improvements immediately prior to such installation, construction, maintenance, repair, alteration, removal, or replacement.

Grantor shall not be liable to Grantee for death, injury, loss, or damage of any land within the Easement or on the surrounding property except that which arises out of Grantor's sole negligence. Grantee shall indemnify, defend, and hold harmless Grantor and its successors and assigns 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.

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 any other improvements over and across said Easement, so long as such improvements do not damage the Facilities or violate state law.

Grantee shall provide Grantor with as-built drawings and surveys showing the location and depth of the Facilities and any changes, alterations, additions, or modifications thereto and any new Facilities within the Easement.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 23rd day of AUGUST, 1996.

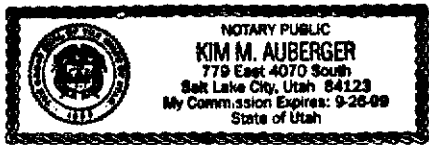
ATTEST:

MICRON TECHNOLOGY, INC. -
LEHI DIVISION

By: [Signature]
Vice President, Micron Technology, Inc. -
Lehi Division

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the 23rd day of AUGUST, 1996, personally appeared before me Barney Jurica, who, being duly sworn, did say that he is the Vice President of Micron Technology, Inc. - Lehi Division and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws, and said Barney Jurica acknowledged to me that said corporation duly executed the same.



[Signature]
Notary Public