

REV05042015

Return to:

Rocky Mountain Power  
Lisa Louder/Delynn Rodeback  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Micron 138kV Transmission Line

WO#: 10069666

RW#: 2020DCR007

**RIGHT OF WAY EASEMENT**

For value received, Micron Technology Utah, LLC, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), a non-exclusive easement for a right of way 60 feet in width and 11 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah**, more particularly described as follows and as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

Legal Description:

A PERMANENT EASEMENT UPON A PARCEL OF LAND RECORDED AS PARCEL 11:029:0043 AS ENTRY 113301-2012 IN THE OFFICE OF THE UTAH COUNTY RECORDER, FOR THE PURPOSE OF A POWERLINE 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE CENTERLINE, THE SIDELINES OF SAID 60 FOOT WIDE EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT PROPERTY LINES, SITUATED IN THE NE 1/4 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN IN UTAH COUNTY, STATE OF UTAH. THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID PARCEL 11:029:0043 RECORDED AS ENTRY 113301:2012, UTAH COUNTY RECORDER'S OFFICE,

THAT IS NORTH 89°38'54" WEST 233.85 FEET ALONG THE SECTION LINE AND NORTH 2,911.12 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 28, BASIS OF BEARING IS SOUTH 89°38'54" EAST FROM THE SOUTH 1/4 CORNER TO THE SOUTHEAST CORNER OF SAID SECTION 28; AND RUNNING THENCE, OVER AND ACROSS SAID TRACT, NORTH 63°09'48" WEST 11.35 FEET TO THE POINT OF TERMINATION ON THE NORTH LINE OF SAID PARCEL 11:029:0043. THE ABOVE DESCRIBED CENTERLINE IS 11.35 FEET CONTAINING AN AREA OF 0.027 ACRES MORE OR LESS.

Assessor Parcel No. 11:029:0043

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way; provided, however, that other utility easements may also be located within the same or substantially similar right of way as described hereinabove, including but not limited to an easement for an underground sewer system and equipment. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. This Right of Way Easement shall be recorded in the official records of Utah County, State of Utah, and shall run with the land. This Easement may not be amended except by an agreement in writing signed by all Parties and recorded in the real property records of Utah County, State of Utah.

Both Parties agree to indemnify, defend, and hold each other, and their respective successors, assigns, and agents, harmless from any and all claims, liabilities, losses, costs, charges, or expenses that relate to the easement or arise from that Party's use of the easement or by its respective successors, assigns, agents, or invitees.

In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action, or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 20 day of APRIL, 2021

David F. [Signature]  
*Micron Technology Utah, LLC*

**GRANTOR**



**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Utah )  
 ) ss.  
County of Utah )

On this 20 day of April, 20 21, before me, the undersigned Notary Public in and for said State, personally appeared David F. Cheffings (name), known or identified to me to be the Utah Site U.P. (president / vice president / secretary / assistant secretary) of the corporation, or the manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Micron Technology Utah, LLC (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Mandy Pugh  
(Notary Signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Lehi, Utah (city, state)  
My Commission Expires: 06/30/23 (d/m/y)

