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WHEN RECORDED MAIL TO: Mountain Fuel Supply Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360



ENT 54827 BK 4010 PG 146 RANDALL A. COVINGTON UTAH COUNTY RECORDER 1996 JUL 2 1:35 PM FEE 18.00 BY AC RECORDED FOR NT FUEL

RIGHT-OF-WAY AND EASEMENT GRANT UT 18371

Micron Technology, Inc., a Delaware corporation, Grantor, does hereby quitclaim to Mountain Fuel Supply Company, a corporation of the State of Utah, 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 right-of-way and easement 50 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace underground pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in the County of Utah, State of Utah, to wit:

Land of the Grantor located in Sections 32 and 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, basis of bearing for the survey is North 89°57'37" East between the North Quarter corner and the Northeast corner said Section 32;

said right-of-way and easement being Northerly 25 feet and Southerly 25 feet from the following described centerline and shall extend through and across the above-described land and premises as follows, to wit:

Beginning as a point on the centerline of an existing Mountain Fuel Supply Company pipeline, South 730.08 feet and West 785.86 feet from the North Quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence North 50°44'29" East 22.13 feet; thence South 88°53'35" East 476.37 feet; thence South 87°48'08" East 744.64 feet; thence South 87°23'32" East 625.68 feet; thence South 87°33'08" East 251.95 feet to the Grantor's East property line.

Also, beginning at a point on the Grantor's West property line, South 850.06 feet and East 25.90 feet from the Northwest corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence North 87°30'09" East 24.75 feet, thence South 87°31'18" East 493.15 feet; thence South 82°08'06" East 967.39 feet; thence South 80°55'40" East 268.60 feet; thence South 79°25'12" East 60.01 feet to the West line of property owned by Lehi City.

Also beginning at a point on the Grantor's West property line, South 1060.45 feet and East 1812.92 feet from the Northwest corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian, thence South 79°25'12" East 7.89 feet; thence South 83°20'11" East 131.63 feet; thence South 84°40'16" East 298.26 feet; thence South 86°18'47" East 91.77 feet; thence South 89°11'17" East 120.06 feet; thence North 85°58'18" East 36.20 feet.

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TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply Company, so long as such facilities shall be maintained, with the right of ingress and egress over and across said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. Grantor shall have the right to use the premises except for the purposes for which this right-of-way and 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 right-of-way and easement requires relocation of the facilities, Grantee agrees to relocate such facilities.

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 constructed improvements to the condition of the surface and the constructed improvements immediately prior to such installation, construction, maintenance, repair, removal, or replacement.

Grantee shall indemnify, defend, and hold harmless Grantor and its successors and assigns from and against all claims, demands, damages, loses, 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 right-of-way, so long as said improvements do not damage the facilities or violate state law.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 50% day of January, 1996.

ATTEST:

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MICRON TECHNOLOGY, INC.

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Vice President Finance,
Chief Financial Officer

STATE OF IDAHO

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COUNTY OF ADA

On the heady of January, 1996, 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 said corporation by authority of its Bylaws, and said Wilbur G. Stover, Jr. acknowledged to me that said corporation duly executed the same.

Notary Public