

When recorded please return to:  
Richard E. Malmgren  
P.O. Box 6  
Boise, Idaho 83707-0006

ENT 69413;2003 PG 1 of 6  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 May 08 9:32 am FEE 0.00 BY SFS  
RECORDED FOR LEHI CITY CORPORATION

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 15th day of May, 2002, by and between Micron Technology, Inc. a Delaware corporation, whose address is 8000 South Federal Way, Boise, Idaho, 83716-9632 ("Micron"), and Lehi City Corporation, a municipal corporation of the state of Utah, whose address is 153 North 100 East, Lehi City, Utah ("Lehi City").

### Recitals

- A. Micron is the owner of certain real property located in Utah County in the state of Utah (the "Property.")
- B. Lehi City desires to construct, install and maintain water pipelines on a portion of the Property.
- C. Micron is willing to grant to Lehi City a non-exclusive underground easement beneath portions of the Property for the purpose set forth herein on the terms and conditions set forth herein.

### Grant of Easement

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein, and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the parties hereby agree as follows:

- Grant of Easement. Micron hereby grants to Lehi City and its heirs, successors and assigns, to run with the land forever, a non-exclusive underground appurtenant easement beneath the portion of the Property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement").
- Purpose of Easement. The Easement shall be used only for the construction, installation, repair, maintenance and/or replacement and operation of a water pipeline (the "Easement Purpose"). If Lehi City ceases to use the Easement, ceases to use the Easement for the Easement Purpose, or uses the Easement for any purpose other than the Easement Purpose this Agreement and the Easement shall automatically terminate and, upon Micron's request, Lehi City shall execute and deliver any documents or instruments or take any further actions necessary to confirm and assure such termination.
- Location of Easement. At any time, and from time to time, Micron shall have the right to relocate and/or reconfigure the Easement; provided, however, that any such relocation

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or reconfiguration: (i) shall be performed only after at least thirty (30) days notice to Lehi City; (ii) shall not unreasonably interfere with Lehi City's use of the Easement within the Easement Purpose; and (iii) shall be performed at the sole cost of Micron.

4. Use of Easement. Lehi City shall not use the Easement in anyway that unreasonably interferes with Micron's use of the Property including, but without limitation, the portion of the Property covered by the Easement. If Micron grants to any third party, rights to use or possess Property covered by the Easement, Lehi City shall not use the Easement in anyway that unreasonably interferes with such third party's use of Property covered by the Easement. Neither Micron nor any third party using or possessing any portion of the Property under Micron shall unreasonably interfere with Lehi City's use of the Easement. Lehi City shall give Micron reasonable notice and shall obtain Micron's consent prior to using, accessing, entering upon or working in the Easement, except in the case of an emergency in which case Lehi City may enter the easement without notice to prevent imminent damage to the utility system or adjacent property and shall give Micron notice of such emergency and Lehi City's entry into the Easement as soon as reasonably possible. Micron's consent required under this Section 4 shall not be unreasonably withheld or delayed. Lehi City shall comply with reasonable procedures imposed by Micron during Lehi City's use of the Easement including, without limitation, reasonable security procedures.

5. Maintenance of Easement. Lehi City shall maintain, repair and replace any and all improvements constructed, installed and maintained in the Easement by Lehi City at its sole cost and expense. Lehi City shall further repair any damage to the property within the scope of the Easement arising out of its use of the Easement.

6. Indemnity Obligations. Lehi City and its heirs, successors and assigns, shall indemnify and hold Micron and its respective heirs, successors and assigns, harmless from any and all loss or liability, claim, demands, expense, cost including attorneys fees and costs, relating to any damages or injuries to persons or property arising from or in any way related to the use of the Easement by Lehi City its heirs, successors and assigns, employees, agents, representatives and/or invitees.

7. Insurance. Lehi City and its respective heirs, successors and assigns, shall obtain at their own cost and expense, and thereafter maintain in full force and effect, commercial general liability insurance covering the Easement in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

8. No Public Dedication. The Easement is a private, non-exclusive easement and nothing herein is intended as a public dedication of the Easement. Notwithstanding anything to the contrary contained herein, Micron and its respective heirs, successors and assigns, may take such actions as they may mutually agree are necessary to prevent a public dedication of the Easement (or any portion thereof).

9. Entire Agreement. This Agreement shall constitute the entire agreement with respect to the subject matter hereof and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated in this Agreement.

10. Modification of Agreement. Any modification of this Agreement shall be binding

only if evidenced in writing signed by Micron and Lehi City.

11. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

12. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

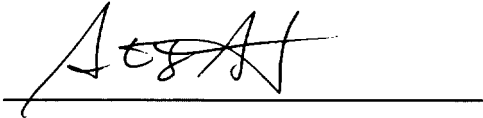
13. Counterparts. This Agreement may be executed in any number of counterparts, and once so executed by all parties hereto each such counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one (1) agreement.

14. No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by either party to, or waiver of, a breach by the other party shall not constitute a consent to, or waiver of any other different or subsequent breach.

[end of text]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

Micron Technology, Inc.

By: 

Lehi City Corporation

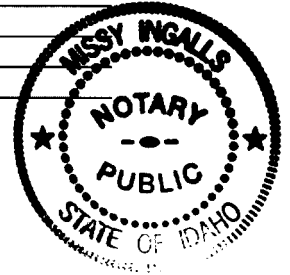
By: 

STATE OF Idaho )  
County of Ada ) ss.

On this 17<sup>th</sup> day of April, 2003, before me, a Notary Public in and for said State, personally appeared Steve Stout, known or identified to me to be the VP of Facilities of Micron Technology, Inc., a Delaware corporation, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Missy Ingalls  
Notary Public for Idaho  
Residing at: Boise  
My commission expires: 4/16/05

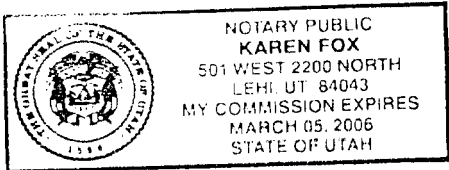


STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this 7<sup>th</sup> day of April, 2003, before me, a Notary Public in and for said State, personally appeared Kenneth J. Green known or identified to me to be the Mayor of Lehi City Corporation, a municipal corporation of the state of Utah that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Karen Fox  
Notary Public for Lehi City  
Residing at: Lehi, Utah Co.  
My commission expires: \_\_\_\_\_



**EXHIBIT A**

## Legal Description of the Easement

Said part of entire tract is a strip of land 15 feet wide lying 15 feet northerly from the following described line which is coincident with the northerly right of way line of Jordan Aqueduct, Reach J4 recorded as Entry No. 043736-1980 in Book 1884 at Pages 0221 to 0229 and Entry No. 025535-1981 in Book 1934 at Pages 0681 to 0688 in the office of the Utah County Recorder:

Beginning at the Northwest corner of said entry No. 043736-1980, which point is 976.77 feet S. 0°01'07" W. along the section line from the northwest corner of Section 33 T4S R1E S.L.B. & M: and running thence along the northerly right of way line of said Jordan Aqueduct the following five (5) courses and distances: (1) S. 87°42'00" E. 321.30 feet to a point to a point of curvature with a 5830.00-ft radius curve to the right; thence (2) easterly 662.66 feet along the arc of said curve (Note: Chord to said curve bears S. 84°26'23" E. for a distance of 662.31 feet); thence (3) S. 81°11'00" E. 827.00 feet, thence (4) along the arc of a 5780.00 foot radius curve to the left 29.30 feet (chord to said curve bears S. 81°29'33" E. for a distance of 29.30 feet); thence (5) along the arc of a 5790.00 foot radius curve to the left 547.76 feet (chord to said curve bears S. 84°11'10" E. for a distance of 547.56 feet. Contains 35822 square feet or 0.822 acres more or less.

Also:

This Easement is fifteen feet wide extending northerly from and adjacent to the below described northerly line of said Jordan Aqueduct Right of Way.

Beginning at the Northeast corner of the right of way granted to the United States of America for the Jordan Aqueduct, Reach J4, said corner being 977.50 feet S. 00°05'00" E. from the Northeast corner of section 32, T.4 S., R. 1 E., S.L.B. & M. and running thence along the northerly right of way line of said Jordan Aqueduct N. 87°42'00" W. 70.00 feet. Contains 1050 square feet or 0.0241 acres more or less.

Tax ID No. 110350013