REV05042015 Return to: Rocky Mountain Power Lisa Louder/Jennifer Blum 1407 West North Temple Ste. 110 Salt Lake City, UT 84116

Project Name: MIXTEC

WO#: 6601805

RW#:

12989894
05/16/2019 12:36 PM \$40.00
Book - 10781 P9 - 4586-4589
RASHELLE HOBES
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: MBA, DEPUTY - WI 4 P.

## RIGHT OF WAY EASEMENT

For value received, MNA Properties, LLC, a Utah limited liability company, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 15 feet in width and 15 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 Salt Lake 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:

COMMENCING 60 FEET EAST AND 128 FEET SOUTH FROM THE NORTHWEST CORNER OF BLOCK 137, PLAT A, SALT LAKE COUNTY SURVEY; SOUTH 532 FEET, EAST 92.46 FEET, NORTH 10 RODS, WEST 20 FEET, NORTH 10 RODS, EAST 20 FEET, NORTH 266 FEET, SOUTHWESTERLY 112 FEET TO BEGINNING.

Assessor Parcel No.

08361260010000

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. 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.

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.

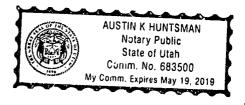
Dated this 23 day of April , 20 19.

(Insert Grantor Name Here) GRANTOR

(Insert Grantor Name Here) GRANTOR

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

STATE OF Wtoh
STATE OF What ) ss.  County of Salt-lake )
On this 23 day of April , 2019, before me, the undersigned Notary
Public in and for said State, personally appeared Katheen Waldeh (name),
known or identified to me to be the <u>Secketary</u> (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
Mixtec North America (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.
(Notary Signature)
NOTARY PUBLIC FOR Utal (state)
Residing at: 376 E 4005 Sec WE4111 (city, state)
My Commission Expires: My 17, 2019 (d/m/y)



**Property Description** Section: \_36\_\_ Township \_\_1N\_ (N or S), Range \_1W\_\_ (E or W), Salt Lake Base and Meridian County: \_\_Salt Lake\_\_\_ State: \_\_Utah\_ Parcel Number: 08361260010000 476 15 X 15 FOOT EASEMENT FOR **ROCKY MOUNTAIN POWER** W 600 N 550 560 560 54A) Di This drawing should be used only as a representation of the CC#: 11441 WO#: 6601805 location of the easement being conveyed. The exact location Landowner Name: MIXTEC of all structures, lines and appurtenances is subject to change within the boundaries of the described easement Drawn by: JBlum area. Y MOUNTAIN **EXHIBIT A** SCALE: NOT TO SCALE