

Project Name:
JAMES J MARKEY
MLEA Work Order #: 180340
ROW #: 3805
PARCEL #: 140460026 NWNW

Entry 2019004619
Book 1612 Pages 533-534 \$40.00
25-JUL-19 02:46
BRENDA McDONALD
RECORDER, UINTAH COUNTY, UTAH
MOON LAKE ELECTRIC
800 W HWY 40 PO BOX 278 ROOSEVELT,
Rec By: CHERY BOLTON , DEPUTY

RETURN DOCUMENTS TO:
Moon Lake Electric Association, Inc.
800 West Highway 40
PO Box 278
Roosevelt, UTAH 84066

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RIGHT OF WAY EASEMENT

For value received, JAMES J MARKEY ('Grantor') hereby grants Moon Lake Electric Association, Inc., its successors and assigns, ('Grantee'), an easement for a right of way 40 feet in width and 48.12 feet in length, more or less, for construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power, transmission, distribution and communication line and all necessary or desirable accessories and appurtenances thereto, including without limitation: support 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 UINTAH County, State of UTAH more particularly, as described herein:

Legal Description:

A power line in a portion of the NE 1/4 NW 1/4 NW 1/4; Beginning at Latitude 40°18'6.12"N, Longitude 109°49'5.835"W, in Section 19, Township 2S, Range 2E, Uintah Special Base & Meridian; Thence ending 48.12 feet at a point located at Latitude 40°18'5.655"N, Longitude 109°49'5.712"W.

Together with the right of access to the right of way from adjacent lands of the 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 right of way and adjacent lands clear of 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, 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 the 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.

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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 the 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 been waived.

Dated the 26 day of June, 2019

James J Markey
(JAMES J MARKEY) GRANTOR

Acknowledgement by Grantor Acting on their own behalf

STATE OF Utah)
)§.
COUNTY OF Salt Lake)

On this 26 day of June, 2019, before me, the undersigned Notary Public in and for said state, personally appeared

James Jay Markey (name), known or identified to me by the person whose name is subscribed to the within instrument, and acknowledgement to me that (he / she / they) executed the same.

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

Cynthia Sosa
(Notary Signature)

