

REV100815

Return to:

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

13072722  
09/12/2019 03:19 PM \$40.00  
Book - 10829 Pg - 7819-7822  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: DSP, DEPUTY - WI 4 P.

Project Name: Beck Street-Jordan 138kV  
WO#: 10059613 (Easement #21)  
RW#: 2018R0014

### RIGHT OF WAY OVERHANG EASEMENT

For value received, **National Filter Media Corporation, a Connecticut corporation**, ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 11 feet in width and 328 feet in length, more or less, or the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all necessary or desirable accessories and appurtenances thereto on, over or under the surface of the real property of Grantor in **Salt Lake County, State of Utah**, more particularly described as follows or as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof, and it being understood and agreed that no physical facilities shall be constructed on or under Grantor's property under the terms of this Right of Way overhang easement:

Legal Description: The East 11 feet of Grantor's land.  
Containing 0.08 of an acre.

Being in Lots 6 and 7 of Block 137, and vacated 700 North Street, Plat "A", Salt Lake City Survey.

Assessor Parcel No.                      08253760270000

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 5 day of June, 2019.

**National Filter Media Corporation (GRANTOR)**

By: 

Name: Troy S. Robbs

Title: GM / VP


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

STATE OF Utah )  
County of Salt Lake ) ss.

On this 5<sup>th</sup> day of June, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Troy Robbs (name), known or identified to me to be the general manager (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

National Filter Media (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)



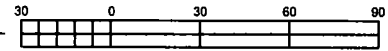
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 07/11/2022 (d/m/y)

# Property Description

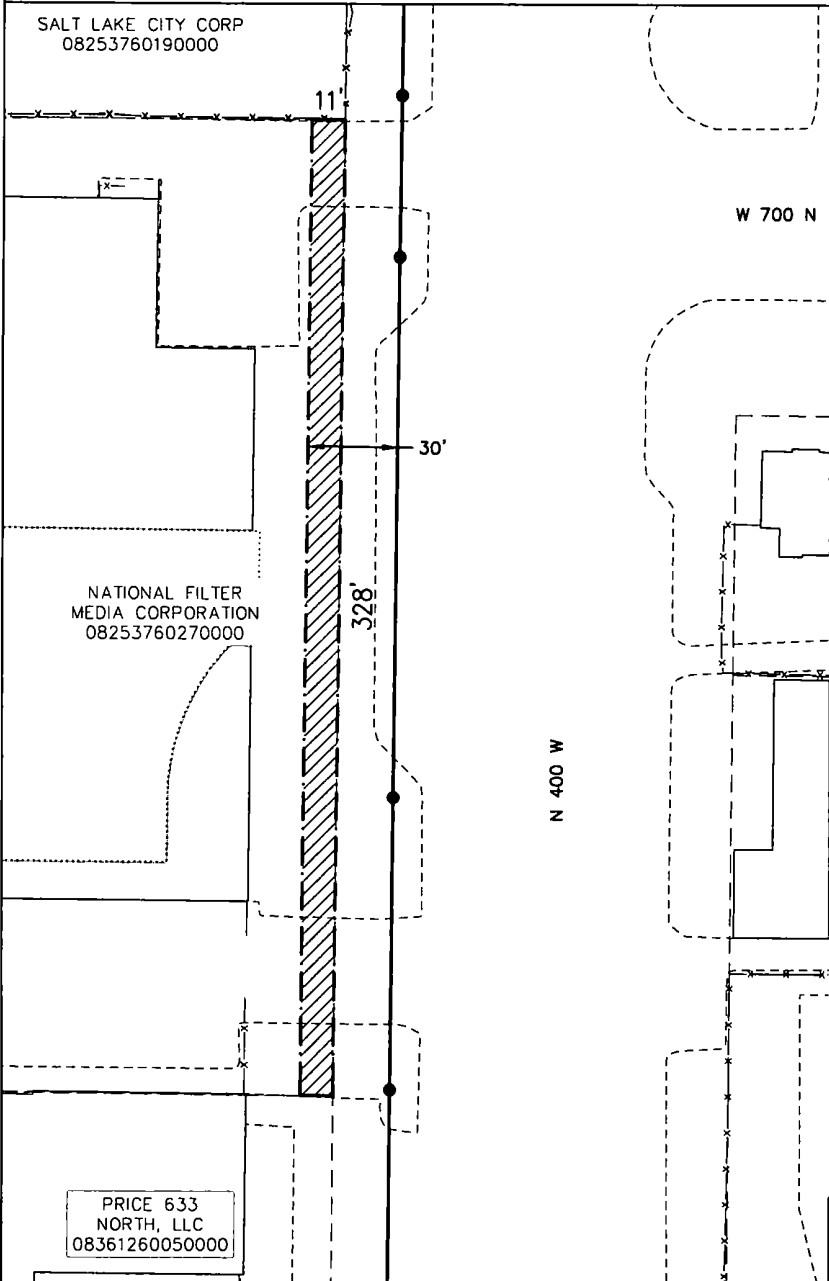
Lots 6 and 7 of Block 137 and vacated 700 North Street,  
Plat "A", Salt Lake City Survey

County: Salt Lake State: Utah

Parcel Number: 08253760270000



Scale: 1" = 60'

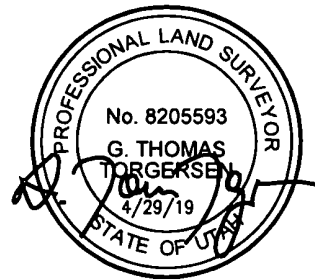


### LEGEND:

- PROPERTY LINE
- x-x-x-x-x- FENCE
- + + + + + RAILROAD TRACK
- - - - - EDGE OF ROAD/DRIVEWAY
- \_\_\_\_\_ BUILDING
- ..... SURVEY LIMITS
- . - . - . PROPOSED EASEMENT
- PROPOSED POWER LINE
- PROPOSED POLE
- ← PROPOSED ANCHOR

### Easement description:

The East 11 feet of Grantor's land.  
Containing 0.08 of an acre.



PREPARED BY:  
**TORGERSE ENGINEERING**  
265 North 600 East (435) 893-0081  
Richfield, Utah 84701 www.TorgEng.com

|            |                       |                 |
|------------|-----------------------|-----------------|
| CC#:       | WO#:                  | 10059611        |
| Landowner: | National Filter Media |                 |
| Drawn by:  | GTT                   | Date: 4/29/2019 |
| Dwg.#:     | 19401-21              | Ref.#: 18811    |

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



# EXHIBIT A

Rev082710