Revious15
Return to:
Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Beck Street-Jordan 138kV WO#: 10059613 (Easement #19)

RW#: 2018R0014

13072725 09/12/2019 03:19 PM \$40.00 Book - 10829 P9 - 7835-7838 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.

## **RIGHT OF WAY EASEMENT**

For value received, **Boston Mills Holdings, L.L.C., a Utah limited liability company,** ("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 165 feet in length, more or less, for 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 and as more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: The East 11 feet of Grantor's land. Containing 0.04 of an acre.

Being in Lot 8, Block 137, Plat "A", Salt Lake City Survey.

Assessor Parcel No.

08361260060000

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 22<sup>nd</sup> day of August, 2019.

Boston Mills Holdings, L.L.C. (GRANTOR)

Name: Logan Woolley\_\_\_\_

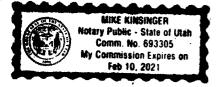
Title: Manager\_\_\_\_

Acknowledgment by a Corporation, LLC, or Partnership:

County of Summit ) ss.

On this 22<sup>nd</sup> day of August, 200, before me, the undersigned Notary Public in and for said State, personally appeared Logan Woolley (name), known or identified to me to be the Manager (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 Schon Mills Hollings, Lilia. (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 149h	(state)
Residing at: Park City, utah	(city, state)
My Commission Expires: \(\frac{1}{2}/10/zo?\)	Z](d/m/y)

