

Ent 569093 Pg 1 of 4
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SHELLEY BRENNAN, Recorder
DUCHESNE COUNTY CORPORATION
For: MOON LAKE ELECTRIC ASSOCIATION, INC
Electronically Recorded

Return Documents to:

Moon Lake Electric Association, Inc.
800 West Highway 40
PO Box 278
Roosevelt, Utah 84066

Project Name: Christopher Watkins
MLEA Work Order #230246
ROW #4593
PARCEL #00-0034-9504

GRANT OF EASEMENT AND RIGHT-OF-WAY

This Easement is made and entered into this July 27, 2023, by and between **Christopher Watkins**, ("Grantor"), whose address is P.O. Box 497, Farmington, Utah 84025 and **Moon Lake Electric Association, Inc.**, its respective successors and assigns, (known as "Grantee" or "MLEA"), whose address is 800 West Highway 40 – P.O. Box 278, Roosevelt, Utah 84066 for a perpetual easement and right-of-way 40 feet in width and 4689 feet in length, more or less, for the following purpose(s).

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Grantor**, does hereby grant a permanent easement and right-of-way to **MLEA** the rights to and to be used for survey, installation, construction, reconstruction, operation, maintenance, repair, restore, removal, replacement, modification, inspection, uprate, upgrade, relocate, enlargement, and removal of electric power, transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: 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**, such real property known as the **Easement Area**, located in Duchesne County, State of Utah more particularly, as described herein:

Legal Description:

A underground power line beginning in a portion of the SE 1/4 SE 1/4, continuing in a portion of the W 1/2 NE 1/4 SE 1/4, continuing in a portion of the W 1/2 SE 1/4 NE 1/4, continuing in a portion of the SW 1/4 NE 1/4 NE 1/4 and ending in a portion of the SE 1/4 NW 1/4 NE 1/4; A strip of land 20.00 Feet on either side of a line with a POINT OF BEGINNING in the Southeast Quarter of Section 27, Township 2S, Range 9W which lies N19°45'52.751"W a distance of 577 Feet from Northwest Quarter monument located at 40°16'13.428"N, 110°52'39.983"W in the Northwest Quarter of Section 35, Township 2S, Range 9W; thence N47°38'12.149"W a distance of 1012 Feet; thence N11°9'40.506"E a distance of 606 Feet; thence N1°22'22.545"E a distance of 525 Feet; thence N1°50'17.610"E a distance of 95 Feet; thence N29°21'27.839"E a distance of 96 Feet; thence N26°1'14.375"W a distance of 565 Feet; thence N26°45'23.704"W a distance of 768 Feet; thence N8°23'40.342"E a distance of 42 Feet; thence N36°0'53.317"W a distance of 35 Feet; thence N20°18'43.595"E a distance of 312 Feet; thence S65°46'23.268"W a distance of 97 Feet; thence N55°0'28.477"W a distance of 64 Feet; thence N21°38'45.497"W a distance of 472 Feet to the POINT OF TERMINATION located in the Northeast Quarter of Section 27, Township 2S, Range 9W.

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Taxing Description:

SEC 27 T2S R9W USB&M: BEG AT NW/C TH S 88°38'4" E 3012.88 FT; TH N 83°52'59" E 283.25 FT TO S BNDRY LINE OF MOOSE RIDGE PHASE OF BANDANNA SUBD; TH ALONG S BNDRY LINE OF MOOSE RIDGE PHASE OF SD SUBD THE FOLLOWING COURSES: S 49°33'32" E 2097.86 FT, N 74°13'04" E 86.29 FT, S 77°18'59" E 106.05 FT, N 70°46'14" E 105.33 FT, S 61°08'22" E 106.68 FT, AND N 6°08'39" E 48.06 FT TO E LINE SD SEC; TH S 00°06'47" E 1249.11 FT TO N LINE OF OAK HILLS DEVELOPMENT PHASE 1 MINOR SUBD; TH ALONG BNDRY LINE OF OAK HILLS DEVELOPMENT PHASE 1 MINOR SUBD THE FOLLOWING COURSES: N 39°10'24" W 16.98 FT, N 32°59'26" W 44.58 FT, W 97.19 FT, N 32°35'55" W 184.13 FT, N 60°09'39" W 188.68 FT, S 10°52'53" W 1981.75 FT, S 47°39'20" E 749.53 FT, AND S 49°49'59" E 281.66 FT TO E LINE SD SEC; TH S ALONG E LINE 352.43 FT TO SE/C; TH N 88°09'49" W ALONG S LINE 2667.38 FT TO S4/C; TH S 88°45'55" W ALONG S LINE OF SD SEC, 1331.34 FT; TH N 52°05'38" W 124.99 FT; TH N 62°39'21" W 1391.40 FT TO W LINE OF SD SEC; TH N 00°14'03" E 1904.61 FT TO W4/C TH N 00°12'52" E ALONG W LINE OF SD SEC, 2651.93 FT TO POB. CONTAINING 559.81 ACRES

The easement rights granted to **MLEA** include the rights of ingress and egress on, over, under, and across the **Easement Area**, on foot or through use of such vehicles and equipment as **MLEA** deems appropriate for the activities and uses allowed under this easement, together with the rights to maintain and improve the **Easement Area** as needed to accommodate said vehicles and equipment.

Together with the right of access to the easement and right-of-way from adjacent lands of the **Grantor** for all activities in connection with the purposes for which this easement has been granted.

This Easement includes the following granted rights:

- (1) The right to install and operate underground and overhead electric facilities to meet advancing electrical needs and demands; including but not limited to structures, poles, towers, wires, fiber optic cables, grounds, cables, cable terminations, tracer wires, arrestors, footings, foundations, switching cubicles, braces, guys, anchors, and other equipment and fixtures, supporting one or more electric circuits, and any other facilities, equipment, electronics and systems used or useable for the transmission or distribution of electricity and communications;
- (2) The right of reasonable access to and from the **Easement Area** over and across the adjoining land of **Grantor** by means of existing roads, if any, or otherwise by such reasonable route or routes as will cause minimal damage and inconvenience to **Grantor**;
- (3) **Grantor** shall have the right to use the described **Easement Area** for any purpose which is not inconsistent with **MLEA**'s enjoyment of the rights granted herein, provided that the **Grantor** shall not erect or construct any building or other structure, or drill or operate any well within the described **Easement Area**. Any determination of valid use of the Easement Area shall reside exclusively with **MLEA**;
- (4) **Grantor** grants **MLEA**, the right to trim or cut down and clear away trees and brush on the described **Easement Area** and the right to trim and clear away any trees on either side of the described easement which may be a hazard to the facilities installed within the **Easement Area**, provided that all trees which **MLEA** cuts, if valuable for timber or wood, shall be the property of **Grantor**, but all brush and refuse shall be properly disposed of by **MLEA**;

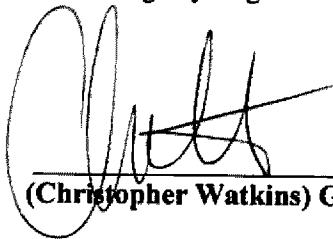
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- (5) **Grantor** grants **MLEA**, the future right to keep the **Easement Area** clear of structures, buildings and other hazards which might endanger Grantee's facilities or impede **MLEA**'s activities;
- (6) At no time shall **Grantor**: (1) use or permit any stationary equipment or material of any kind that exceeds twelve (12) feet in height (as per NESC rule C2-2017), (2) light any fires, or (3) place or store any flammable materials, on or within close proximity of the **Easement Area**.
- (7) The perpetual and legally described location of the easement, **Easement Area**, shall be the area of land described within the legal and taxing descriptions of this easement;
- (8) All electrical facilities installed within the **Easement Area** shall remain the property of **MLEA** and be removed only at the option of **MLEA**;
- (9) Should it be determined that any guy wires or anchors are located outside the described **Easement Area**, **Grantor** hereby grants an easement for the actual location of the guy wires or anchors and indemnifies **MLEA** for the location of the guy wires or anchors;
- (10) This easement shall be recorded in the public records of Duchesne County, Utah;
- (11) This easement is assignable by **MLEA** and shall apply to **MLEA**, its successors, assigns, licensees, permittees, employees, and contractors and shall include joint and shared use;
- (12) Each and every one of the benefits or burdens of this easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. **Grantor** shall not assign this easement to any third party without the express written consent from **MLEA**;
- (13) If any provision of this easement is determined to be invalid or unenforceable under present or future applicable laws, **Grantor** and **MLEA** intend that the remainder of this easement shall remain in full force and effect to fulfill the intent as expressed by this easement.

**** SIGNATURE ON FOLLOWING PAGE ****

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To the fullest extent permitted by law, **Grantor** and **Grantee** hereby waive any right to a trial by jury concerning any litigation directly or indirectly arising out of, under or in connection with this easement.



Dated this 2 day of August, 2023

(Christopher Watkins) GRANTOR

Acknowledgement by Grantor Acting on their own Behalf

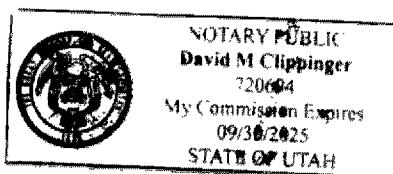
STATE OF Utah)

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COUNTY OF Davis)

On this 2 day of August, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Christopher Watkins, (Name) known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged 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.

David M. Clippinger
(Notary Signature)



David Clippinger
Comm # 720694
exp 9/30/25