

Return to:  
PacifiCorp  
c/o Sherrie Lewis  
2217 West Kittyhawk Dr.  
Cedar City, UT 84720

RC: \_\_\_\_\_ WO: 5203537 (4)

ROW File No: \_\_\_\_\_

NCS 344152 D

Ent 238470 Bk 429 Pg 806  
Date: 26-NOV-2008 3:43PM  
Fee: \$20.00 Charge  
Filed By: CP  
BRUCE BROWN, Recorder  
BEAVER COUNTY CORPORATION  
For: SECURITY TITLE CO

### RIGHT OF WAY EASEMENT

For value received, Circle Four LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way 15 feet in width and 2,694 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 anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the course now located by Grantee on, over or under the surface of the real property of Grantor in Beaver County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A and B attached hereto and by this reference made a part hereof:

An easement 15 feet in width, being 15 feet east of and adjacent to the following described line:

Beginning at the Southwest Corner of Section 10, Township 27 South, Range 10 West, Salt Lake Base and Meridian; running thence North 00°00'59" East 133.2 feet to the Northeast Corner of Section 16; thence North 00°09'01" East 2506.1 feet along the section line to the West Quarter Corner of Section 10 (northwest corner of Grantor's land).

An easement 15 feet in width, being 7.5 feet each side of the following described centerline:

Beginning at a point that is North 89°59'06" West 100.0 feet along the section line from the Southeast Corner of Section 3, Township 27 South, Range 10 West, Salt Lake Base and Meridian; running thence North 00°03'03" West 27.5 feet to a point on Grantor's land.

ALSO: Beginning at a point that is North 89°59'06" West 880.5 feet along the section line from the Southeast Corner of Section 3, Township 27 South, Range 10 West, Salt Lake Base and Meridian; running thence North 00°00'04" West 27.7 feet to a point on Grantor's land.

Containing 0.93 acres.

Being in the Southeast Quarter of the Southeast Quarter of Section 3, and in Sectional Lots 3 and 4 of Section 10, Township and Range aforesaid.

Assessor's Map No. \_\_\_\_\_ Tax Parcel No. 02-0010-0001 & 02-0010-0007

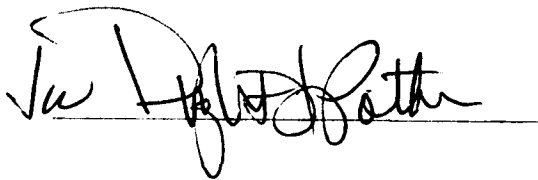
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Grantor; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities, and the present and future right to keep the lands adjacent to the right of way clear of any brush, trees, timber and other hazards which might endanger Grantee's facilities.

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.

Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) hold harmless Grantor and any entity controlling, controlled by or under control by Grantor ("Affiliates"), and its and their Affiliate's officers, directors, employees, managers, members, agents, contractors, servers, successors, and assigns, from and against all liens, liabilities, encumbrances, costs, demands, claims, penalties, fines, judgments, losses and or damage (including, without limitation, costs or expenses (including attorneys' fees, consultant fees, and expert fees), including the death of or injury to any person or damage to any property whatsoever), arising from or caused in whole or in part directly or indirectly, by; (i) Grantee's failure to comply with any law or regulation now or hereafter enacted; (ii) The acts and omissions of Grantee and Grantee's Agents; (iii) The use of the Grantor's Property and/or the Facilities by Grantee and Grantee's agents; (iv) Claims against Grantor, its Affiliates, and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns, by third parties using the easement, trespassing on the easement, or damaged from Grantee's use and occupancy of the easement; (v) Any breach or default by Grantee or Grantee's Agents of any of Grantee's obligations under this Agreement; and (vi) Any work performed on the Grantor's Property by Grantee or Grantee's Agents; Provided, however, that the foregoing indemnity shall not apply to the extent any such claim is caused by the gross negligence or willful misconduct of Grantor.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; and this easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

DATED this 18 day of November, 2008.

  
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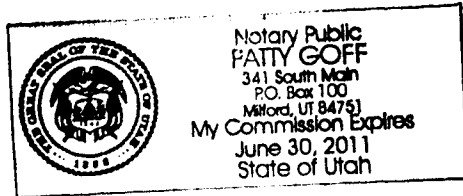
General Manager

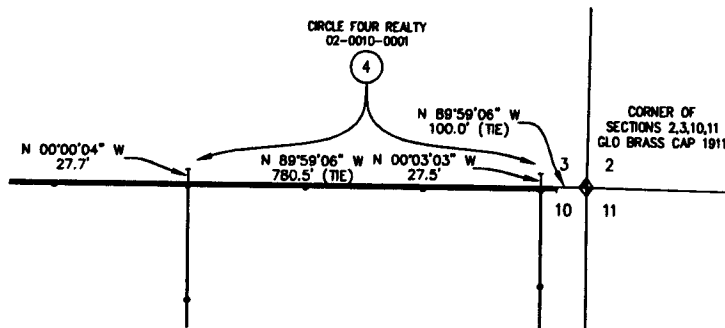
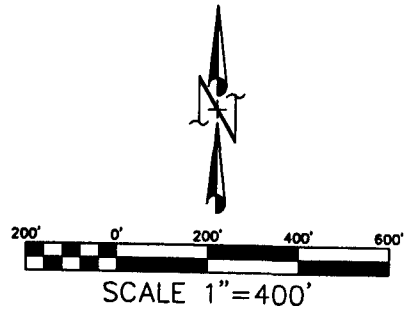
**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF Utah )  
County of Beaver )ss.

This instrument was acknowledged before me on this 19th day of November, 2008,  
by Dwight D. Potter, as General Manager of  
Circle Four LLC.

Notary Public Patty Goff  
My commission expires: 6-30-2011





NOTE: EASEMENT IS 15' WIDE,  
7.5' EACH SIDE OF CENTERLINE.  
CONTAINING 0.02 ACRES.

BASIS OF BEARINGS IS S 89°56'56" E ALONG THE QUARTER SECTION LINE FROM  
THE WEST QUARTER CORNER TO THE EAST QUARTER CORNER OF SECTION 16,  
TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN.

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 RIGHT OF WAY HEREIN GRANTED.

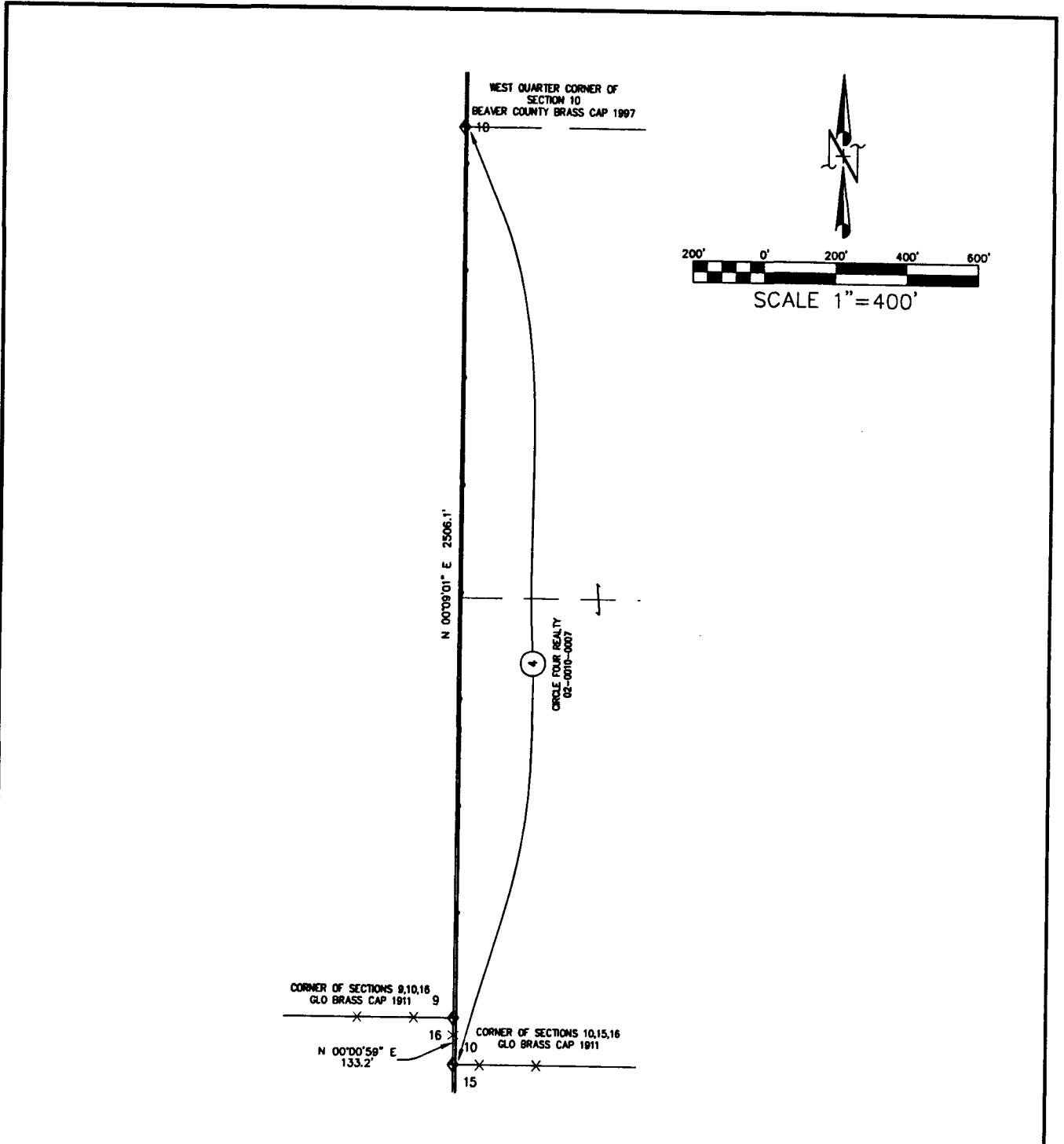


**TORGENSEN ENGINEERING**

378 WEST PAHVANT DRIVE  
RICHFIELD, UTAH 84701  
435-893-0081

NO.		DATE		REVISIONS		ENGINEER	DES./ DR.	CHECKED	APPROVED
DISTRIBUTION									
DISCIPLINE ENG.	PROJ/ER# 5203537	PL#							
	DATE: 10/2/2008								
PROJECT ENG.	ENG:	DES:							
	DR: HAL/GTT	CH: RKT							
APPROVAL ENG.	SCALE: 1"=400'	SHEET 1		0809RMP-FW			REVISION		





NOTE: EASEMENT IS 15' WIDE, BEING 15' EAST OF AND ADJACENT TO THE WEST PROPERTY BOUNDARY (SECTION LINE), CONTAINING 0.91 ACRES.

BASIS OF BEARINGS IS S 89°56'56" E ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER TO THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN.

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 RIGHT OF WAY HEREIN GRANTED.



**TORGENSEN ENGINEERING**

378 WEST PAHVANT DRIVE  
RICHFIELD, UTAH 84701  
435-893-0081

REVISED 11.01.08 D. HALEY CAD NO.: 0809RMP-FW

NO.	DATE	WO#	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED	
DISTRIBUTION								
DISCIPLINE ENG.	PROJ/ER# 5203537	PL#	<b>EXHIBIT "A"</b> NEW LINE CONST. FIRST WIND EASEMENT # 4 (CIRCLE FOUR REALTY) SEC. 3 & 10, T. 27 S., R 10 W., SLB&M					
PROJECT ENG.	DATE: 10/2/2008	DES:						
	DR: HAL/GTT	CH: RKT						
APPROVAL ENG.	SCALE: 1" = 400'							
			SHEET 1	0809RMP-FW		REVISION		