

When recorded return to:  
Rocky Mountain Power  
Lisa Louder/EA/DR  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Ent 254113 Bk 482 Pg 620  
Date: 04-APR-2014 9:06:24AM  
Fee: \$22.00 Check  
Filed By: CP  
BRUCE BROWN, Recorder  
BEAVER COUNTY CORPORATION  
For: PACIFICORP

Project Name: Sigurd Red Butte 345kV Transmission Corridor Project  
Project Tract Number: SRB2-UT-BE 0060  
APN 02-0010-0001

WO#: 10039512  
RW#: 20090158

## RIGHT OF WAY AND EASEMENT GRANT

**MURPHY-BROWN LLC, a Delaware limited liability company**, whose address is 2822 Highway 24 West, Warsaw, NC 28398 ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee") a perpetual easement and right of way ("Easement") over and across a certain parcel of real property owned by Grantor ("Grantor's Land") located in Beaver County, State of Utah. Grantor's Land is more particularly described in Exhibit "A," the legal description of the Easement referred to herein as the "Easement Area" is more particularly described and shown on Exhibit "B" attached hereto and by this reference made a part hereof.

1. Easement Grant. The purpose of this Easement is to allow Grantee to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines, and related equipment, including supporting towers and poles, guy anchors, conductors, wires, cables and other lines, and all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted. Grantor may not fence the Easement Area or preclude access in a manner that will preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee or as

otherwise provided herein. The foregoing right of access is intended to run with and encumber Grantor's Land unless expressly released in writing by Grantee.

3. Grantor's Use of the Easement Area. Grantor expressly reserves all rights to use the Easement Area for purposes not granted to Grantee, including but not limited to the installation and operation of underground utilities, the construction and maintenance of roads, and other improvements, to the extent that the lawful exercise of such reserved rights does not materially interfere with Grantee's use of the Easement Area. Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifty feet (50') from any pole or structure; c) excavate anywhere in the Easement Area in a manner that undermines or removes lateral support from any pole or structure, or that prevents or impairs Grantee's access to any pole or structure; d) place or use anything, including equipment or vehicles that exceeds fourteen feet (14') in height; or e) increase the existing ground elevation; f) light any fires or store flammable or hazardous materials.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve feet (12'). Grantee shall have the right to prune or remove all vegetation in violation of the foregoing or, in its reasonable opinion, interferes with, is causing, or may cause a threat of harm to its facilities or improvements.

5. Bio-Security. Grantee shall not allow any of their employees, agents, independent contractors (collectively, "Workers") or equipment on the Easement Area if such Workers or equipment have come in contact with any swine or swine waste. The terms "swine" and "swine waste" shall include, for the purposes of illustration and not as limitation, any pig carcasses, manure, waste, discharge, or any other substance capable of transmitting disease or carrying disease from any swine that are not owned by Grantor. To fulfill this obligation, Grantee shall abide by the following terms:

5.1. Grantee shall not hire, retain, or contract any Worker for work on the Easement Area that has had or anticipates having any contact with swine or swine waste. The Workers shall also be instructed to inform Grantor immediately if they have contact with swine or swine waste at any time. Such Workers shall not be allowed onto the Easement Area for ninety (90) days following contact with the swine or swine waste.

5.2. Grantee shall have a personal knowledge of or inquire of the history of all equipment to be brought onto the Easement Area (i.e., cranes, forklifts, etc.), and shall not bring any equipment on the Easement Area for ninety (90) days following contact with the swine or swine waste.

5.3. If Grantee discovers that any Workers or equipment have had contact with swine or swine waste, the Workers or equipment shall be removed from the Easement Area immediately and Grantee shall notify Grantor within two (2) hours of the discovery of the contact with swine or swine waste.

5.4 If Grantee fails to notify Grantor of any contact with swine or swine waste, Grantee shall be liable for all actual damages suffered by Grantee as a result of the violation of the provisions of this paragraph 5, provided, however that in no event shall Grantee be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages.

6. Miscellaneous Provisions.

6.1 Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

6.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

6.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

6.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

6.5 Jury Waiver. To the fullest extent permitted by law, Grantor and Grantee each 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 easement. Grantor and Grantee 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 26 day of March, 2013.<sup>4</sup>

**MURPHY-BROWN LLC, a Delaware limited liability company**

By: Dwight D. Potter

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

STATE OF Utah )  
 ) ss.  
County of Beaver )

On this 26 day of March, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Dwight D. Potter (name), known or identified to me to be the (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 said entity, 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.

Patty Goff  
\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Minersville, Utah (city, state)  
My Commission Expires: 6/30/15 (d/m/y)

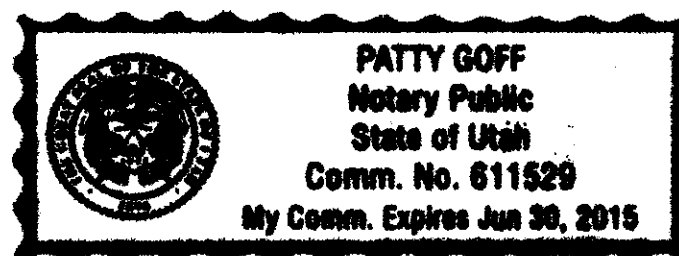


Exhibit A  
(Grantor's land)

Tax ID No. 02-0010-0001

All of Section 3, Township 27 South, Range 10 West, Salt Lake Base & Meridian,  
Beaver County, State of Utah.

Exhibit B  
(Easement Area)

DESCRIPTION – portion of Tax ID No. 02-0010-0001

An easement 150 feet in width, being a portion of the South Half (S1/2) of Section 3, Township 27 South, Range 10 West, Salt Lake Base and Meridian, Beaver County, Utah, said easement being 75 feet on each side of a centerline described as follows:

Commencing at the southeast corner of said S1/2 of Section 3, thence North 01°11'04" East along the east line of said S1/2 for a distance of 1630.92 feet to a point on said centerline, said point being the POINT OF BEGINNING:

Thence South 89°59'53" West along said centerline for a distance of 5335.02 feet, more or less, to a point on the west line of said S1/2 of Section 3.

Containing 18.38 acres, more or less (ground level).

Right of way lines are to be shortened or extended to terminate on the east and west lines of said S1/2.

Bearings and distances are expressed in terms of the NAD83/UTM Zone 12N. Distances are expressed in International Feet. To convert the stated grid distances to ground distances, multiply the stated grid distance by a Combined Adjustment Factor of 1.000272045.

All as shown on Exhibit B-1 attached hereto and made a part hereof.

Prepared by:

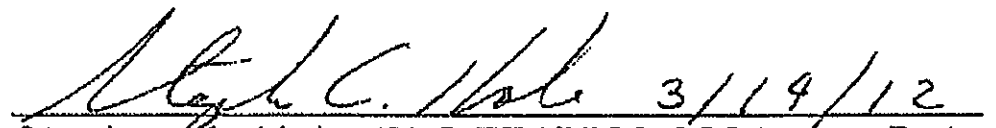
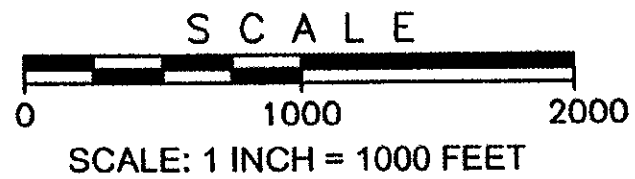
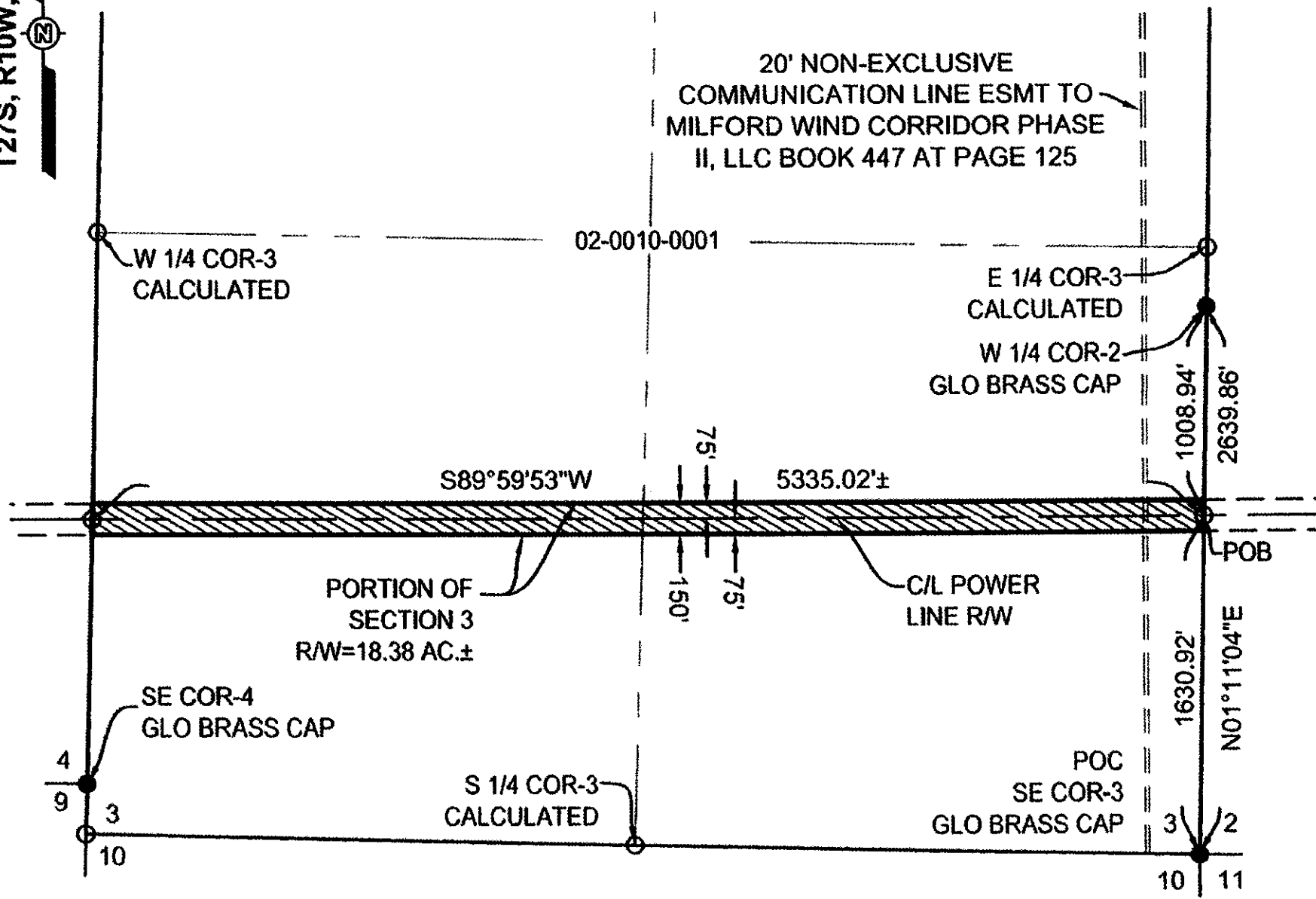
  
Stephen C. Hale, PLS 7745522-2201      Date: 3/19/12

EXHIBIT B-1  
(EASEMENT AREA DRAWING)

TAX ID#  
02-0010-0001 18.38 AC.±  
RMP# \_\_\_\_\_



T27S, R10W, SLB&M



BEARINGS AND DISTANCES ARE EXPRESSED IN TERMS OF NAD83/UTM ZONE 12N. DISTANCES ARE EXPRESSED IN INTERNATIONAL FEET. TO CONVERT THE STATED GRID DISTANCES TO GROUND DISTANCES, MULTIPLY THE STATED GRID DISTANCE BY A COMBINED ADJUSTMENT FACTOR OF 1.000272045.

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 B-1  
PORTION OF SEC 3,  
T27S, R10W, SLB&M,  
BEAVER COUNTY, UTAH

**LEGEND**  
○ CALCULATED POSITION  
● FOUND MONUMENT AS NOTED



OFFICE	DRAWN BY	CHECKED BY	APPROVED BY
PORTLAND	BDC 3/2012	JGR 3/2012	SCH 3/2012