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

Project Name: Cameron-Milford 138kV Extension

WO#: 10038837 RW#: 20140189 Ent 256020 Bk 490 Pg 195
Date: 01-APR-2015 10:34:34AM
Fee: \$21.00 Check
Filed By: JK
CINDY PETERSON, Recorder
BEAVER COUNTY CORPORATION
For: PACIFICORP

RIGHT OF WAY EASEMENT

For value received, Murphy Brown, 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 60 feet in width and 1,399 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 anchors, including guys and anchors outside of the right of way; 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 in Beaver County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibits "A and B" attached hereto and by this reference made a part hereof:

Legal Description:

An easement 60 feet in width, being 30 feet each side of the following described center line:

Beginning at a point on Grantor's east boundary that is located South 00°00'56" East 1373.0 feet along the Section line from the Northeast Corner of Section 17, Township 28 South, Range 10 West, Salt Lake Base & Meridian; running thence North 68°56'54" West 890.1 feet to reference point "A"; thence North 60°19'14" West 300.0 feet to reference point "B"; thence North 68°56'54" West 255.1 feet to a point on Grantor's west boundary. Less that portion within the county road right-of-way.

Also, an easement for guy anchors 25 feet in width, 12.5 feet each side of the following described center line:

Beginning at above-described reference point "A"; running thence South 25°51'58" West 75.0 feet.

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Also, beginning at above-described reference point "B"; running thence North 25°21'56" East 80.0 feet.

Containing 1.80 acres.

Easement side lines shall be shortened or lengthened to extend to named boundaries.

Being in the E ½ of the NE ¼ of Section 17, Township and Range aforesaid.

Basis of bearings is South 89°49'09" East along the section line from the Northwest Corner to the North Quarter Corner of Section 17, Township 28 South, Range 10 West, Salt Lake Base & Meridian.

Also, an easement described as follows:

An easement 60 feet in width, being 30 feet each side of the following described center line:

Beginning at a point on Grantor's West boundary that is located South 00°07'03" West 735.7 feet along the section line from the West Quarter Corner of Section 16, Township 28 South, Range 10 East, Salt Lake Base & Meridian; running thence South 68°56'54" East 1503.7 feet to a point on Grantor's east boundary. Containing 2.07 acres.

Easement side lines shall be shortened or lengthened to extend to named boundaries.

Being in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15; Township and Range aforesaid.

Basis of bearings is South 89°48'53"East along the section line from the Southwest Corner to the Southeast Corner of Section 14, Township 28 South, Range 10 West, Salt Lake Base & Meridian.

Assessor Parcel No.

2-26-7, 2-28-1

Together with a limited right of access to the right of way from existing roads on Grantor's adjacent parcels for activities in connection with the purposes for which this

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easement has been granted; together with the present and future right to keep the right of way and adjacent lands clear of all brush, trees, timber, 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 violates the National Electric Safety Code, High Voltage Overhead Lines Act, or other applicable safety standard, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Notwithstanding the foregoing, Grantee shall have the right to trim or remove any and all trees or other vegetation exceeding twelve feet in height or otherwise presenting any safety hazard. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted. It is acknowledged and understood by Grantee that Grantor actively travels through and across the right of way listed herein as part of their ongoing business operations and Grantee agrees to use the right of way so as not to unreasonably interfere with Grantor's uses of the right of way

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within a reasonable time after presentation of the dispute, then each of the parties hereto agree to mediation. Such mediation shall be conducted in accordance with the Utah Uniform Mediation Act. In the event such mediation does not resolve the dispute, the parties agree hereto agree to arbitration. Such arbitration shall be conducted in accordance with the Utah Uniform Arbitration Act.

Dated this 18th day of March , 2015.

General Manager

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah
STATE OF <u>Utah</u>) ss. County of <u>Beaver</u>)
On this 18th day of March, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Duright Poter (name), known or identified to me to be the Caeneral 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 Murphy Brown LLC (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.
Hoyleed Becke (Notary Signature)
NOTARY PUBLIC FOR Utah (state) Residing at: Milfurd Utah (city, state) My Commission Expires: Jun 7, 2018 (d/m/y)
HAYLEE D BEEBE

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Comm. No. 677297 My Comm. Expires Jun 7, 2018



