

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Kent sorenson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Ent 266116 Bk 0522 Pg 0388

Date: 11-JUN-2018 9:30:24AM
Fee: \$16.00 Check Filed By: JK
CINDY PETERSON, Recorder
BEAVER COUNTY CORPORATION
For: ROCKY MOUNTAIN POWER

Project Name: MURPHY BROWN P-1 WELL
WO#: 06494993
RW#: 1

RIGHT OF WAY EASEMENT

For value received, MURPHY-BROWN, LLC, DBA SMITHFIELD HOG PRODUCTION, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 982 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 Exhibit "A" attached hereto and by this reference made a part hereof:

Legal Description: WELL No. P-1 POWER EASEMENT:

A 20.00 FOOT WIDE POWER LINE EASEMENT, 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 10 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°58'47"W, ALONG THE SECTION LINE, 724.47 FEET; THENCE N00°00'00"E, 10.00 FEET TO THE POINT OF BEGINNING. SAID POINT BEING LOCATED IN THE CENTERLINE OF AN EXISTING 20.00 FOOT WIDE ROCKY MOUNTAIN POWER LINE EASEMENT; THENCE CONTINUING N00°00'00"E, 982.02 FEET TO THE POINT OF ENDING. SAID POINT OF ENDING BEING WELL No. P-1.

2087 2-10-07

Assessor Parcel No. 2087 2-10-01

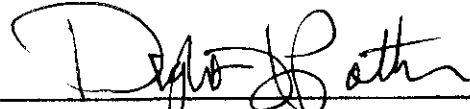
Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands 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 21 day of May, 2018.



GRANTOR

GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

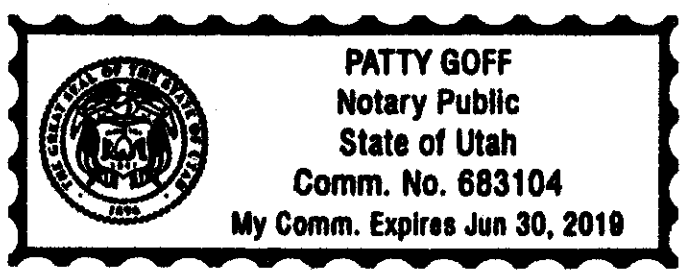
STATE OF Utah)
County of Beaver) ss.

On this 21st day of May, 2018, 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 General 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 Smithfield (entity name), and acknowledged to me that said entity executed the same.

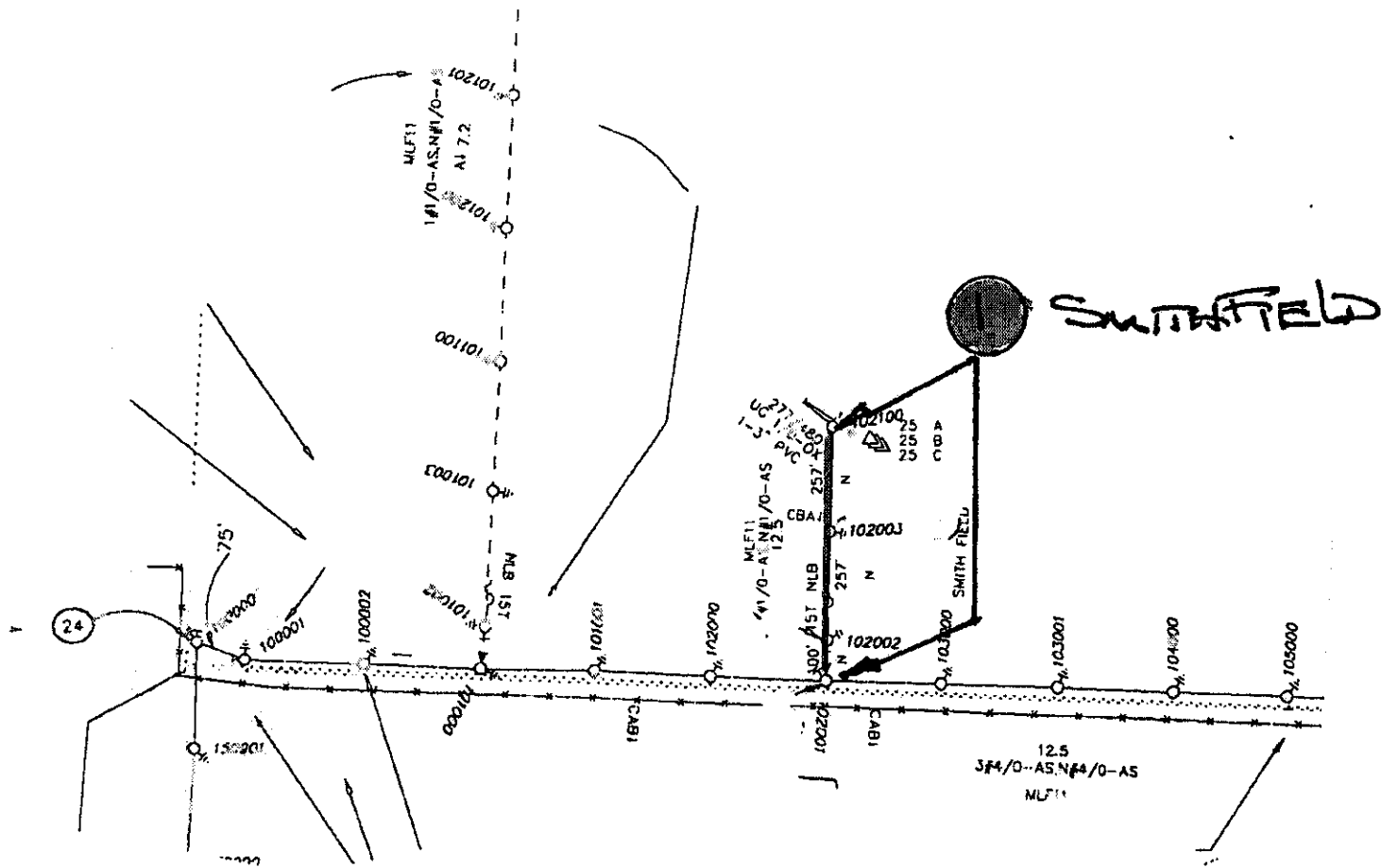
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patty Goff (Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Minersville, Utah (city, state)
My Commission Expires: 6-30-19 (d/m/y)



Property Description



CC#: 11391	<p>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.</p>		
WO#: 6494993			
NAME: SMITHFIELD			
DRAWN BY:			
<p>EXHIBIT A</p>	<p>PacifiCorp</p>		
	SCALE:	SHEET 1 OF 1	ROW # 6494993