

REV100815

Return to:

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

Ent 269976 Bk 0538 Pg 0270

Date: 20-FEB-2020 11:34:53AM  
Fee: \$40.00 Credit Card Filed By: CP  
CINDY PETERSON, Recorder  
BEAVER COUNTY CORPORATION  
For: ROCKY MOUNTAIN POWER

Project Name: Murphy-Brown LLC  
WO#: 10064997 (Easement 2 Rev.1)  
RW#:

### RIGHT OF WAY EASEMENT

For value received, **MURPHY-BROWN LLC, a Delaware limited liability company**, ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 70 feet in width and 185 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: Beginning at the East Quarter Corner of Section 35, Township 26 South, Range 10 West, Salt Lake Base and Meridian; running thence N 00°00'36" E 185.0 feet along the section line (Grantor's East boundary); thence N 89°59'24" W 70.0 feet to the East substation boundary; thence S 00°00'36" W 185.0 feet along said boundary and extension thereof; thence S 89°59'24" E 70.0 feet to the point of beginning.

Containing 0.297 of an acre.

Being in the SE1/4 of the NE1/4 of said Section 35.

Assessor Parcel No. 2-6-2 (S/N 2069)

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 10 day of February, 2020.

**MURPHY-BROWN LLC (GRANTOR)**

By: Dwight D. Potter

Name: Dwight D. Potter

Title: General Manager

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

STATE OF Utah )  
County of Beaver ) ss.

On this 10<sup>th</sup> day of February, 2020, 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 Murphy-Brown LLC (entity name), and acknowledged to me that said entity executed the same.

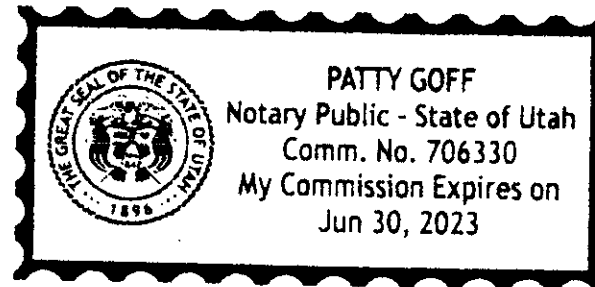
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patty Goff (Notary Signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Minersville, Utah (city, state)

My Commission Expires: 6/30/23 (d/m/y)

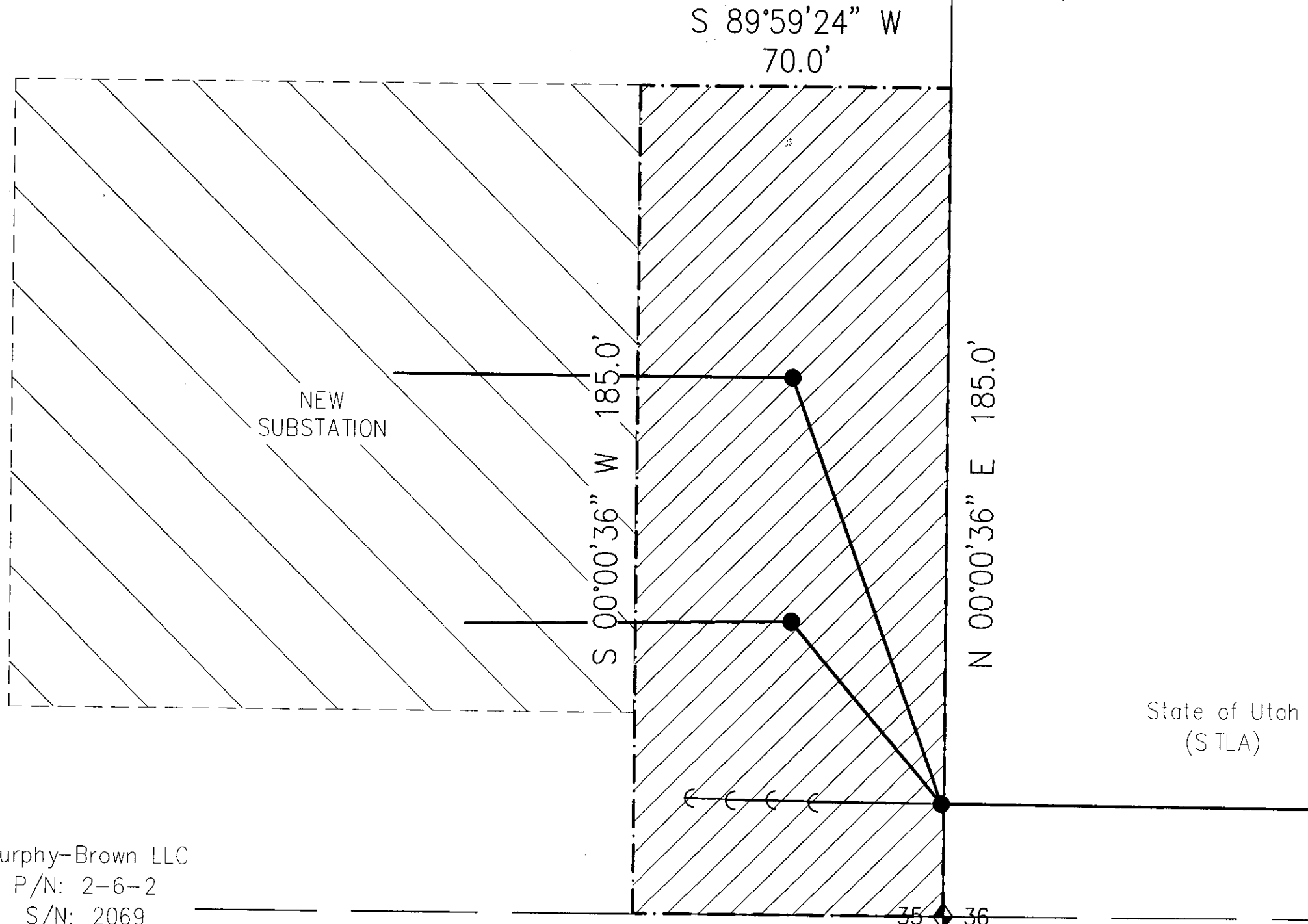
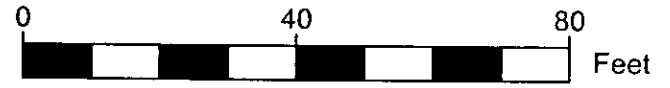


**Property Description**

SE1/4 of the NE1/4 of Section 35, T26S R10W,  
Salt Lake Base & Meridian

County: Beaver State: Utah

Parcel Number: 2-6-2 (S/N 2069)



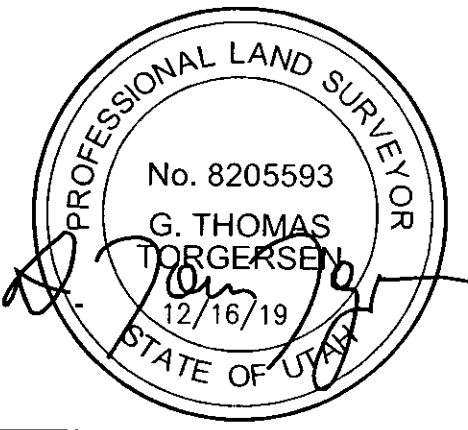
State of Utah  
(SITLA)

Murphy-Brown LLC  
P/N: 2-6-2  
S/N: 2069

70.0'  
S 89°59'24" E

POINT OF BEGINNING  
E 1/4 COR. SEC. 35

William H. Doheny, Jr.,  
Trustee  
P/N: 2-6-4  
S/N: 2071



**LEGEND:**

- SECTION LINE
- 1/4 SECTION LINE
- - - PROPOSED EASEMENT
- PROPOSED POWER LINE
- PROPOSED POLE
- ← PROPOSED ANCHOR

PREPARED BY:  
**TORGERSEN ENGINEERING**  
265 North 600 East  
Richfield, Utah 84701  
(435) 893-0081  
www.TorgEng.com

CC#:	WO#: 10064997
Landowner:	Murphy-Brown LLC
Drawn by:	GTT
Date:	12/16/2019 (Rev.1)
Dwg.#:	19402-Exh(2)
Ref.#:	

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 A**



Rev082710