00639422

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

B: 1258 P: 1344 Fee \$32.00 Debbie B. Johnson, Iron County Recorder Page 1 of 11 02/05/2013 03:58:29 PM By ROCKY MOUNTAIN POWER

Project Name: Sigurd Red Butte 345kV Transmission Corridor Project

Project Tract Number: SRB2-UT-IR 0120

APN: E-0022-0001-0000

WO#: <u>10039512</u> RW#: 20090158

RIGHT OF WAY AND EASEMENT GRANT WITH EXHIBIT 'C' ACCESS ROUTE

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 Iron 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. <u>Easement Grant</u>. 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 as shown on Exhibit "C". 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. 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. <u>Vegetation Management</u>. 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. <u>Bio-Security</u>. 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.

5. Miscellaneous Provisions.

- 5.1 <u>Authority</u>. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.
- 5.2 <u>Amendments</u>. 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.
- 5.3 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.
- 5.4 <u>Successors and Assigns</u>. 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.

DATED this _	28	day of	January	, 2013.
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MURPHY-BROWN LLC, a Delaware limited liability company

By: ______

REPRESENTATIVE ACKNOWLEDGEMENT

State of	10wa	—)
County of _	Story	S S.
This instrun	nent was acknowledged befo	re me on this <u>28</u> day of <i>Sanuary</i> , 1, as <i>President</i> ,
Year	Name of Representative	Title of Representative
of Murpl	hy-Brown LLC, West	tern Operations
1	Name of Entity on behalf of whom instrum	nent was executed



Notary Public

My commission expires: 4/29/13

Exhibit A (Grantor's land)

Tax ID No. E-0022-0001-0000

Township 31 South, Range 12 West, Salt Lake Base & Meridian, Iron County, Utah:

Section 30: SW1/4, EXCEPTING THEREFROM: Beginning at the Southeast corner of the Southwest quarter of said section; thence North 1043.55 feet thence West 1043.55 feet; thence South 1043.55 feet; thence East 1043.55 feet to the point of beginning; The South 69 acres of the SE1/4.

Exhibit B (Easement Area)

DESCRIPTION - portion of Tax ID No. E-0022-0001-0000

An easement 150 feet in width, being a portion of the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 30, Township 31 South, Range 12 West, Salt Lake Base and Meridian, Iron County, Utah, said easement being 75 feet on each side of a centerline described as follows:

Commencing at the Southeast corner of said Section 30, thence North 28°26'52" West for a distance of 2535.51 feet to a point on said centerline having coordinates of N 13834412.06, E 996515.09 (NAD83/UTM Zone 12N); thence South 36°52'15" West along said centerline for a distance of 1297.84 feet, more or less, to a point on the northerly boundary of a tract of land described in Confirmatory Deed recorded July 28, 2010 as Entry No. 606452 in Book 1196 at Page 1159, said boundary being also the northerly boundary of the Grantor's land, said point being the <u>POINT OF BEGINNING</u>:

Thence continuing South 36°52'15" West along said centerline for a distance of 1396.40 feet, more or less, to a point on the south line of the said Section 30, said point bears North 88°29'58" West a distance of 2825.35 feet from the Southeast corner of said Section 30.

EXCEPTING therefrom all that portion not on the Grantor's land.

Containing 3.76 acres, more or less (ground level).

Right of way lines are to be shortened or extended to terminate on the northerly and westerly boundaries of the Grantor's land being the west line of said SE 1/4 of Section 30.

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 1.000164188.

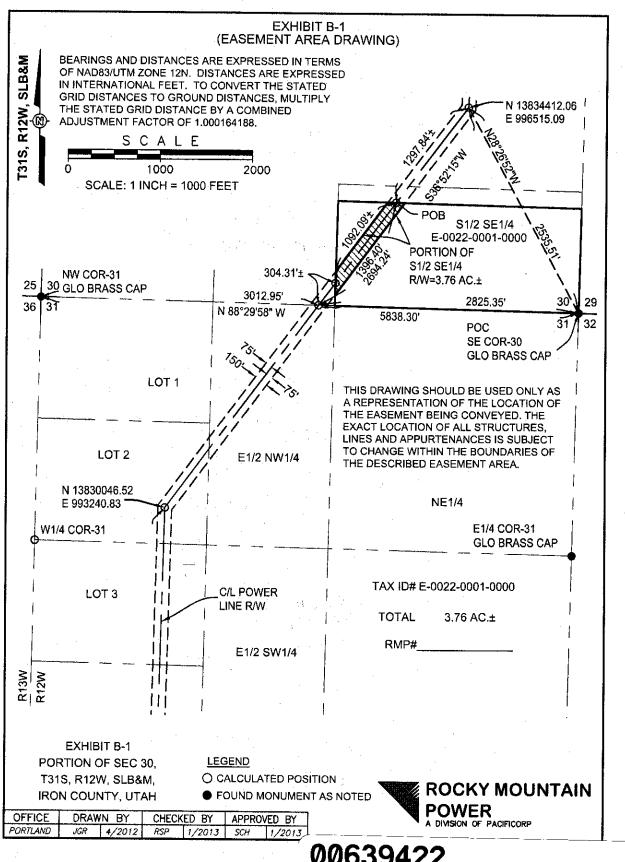
All as shown on Exhibit B-1 attached hereto and made a part hereof.

Prepared by:

Stephen C. Hale, PLS 7745522-2201 Date

00639422

Debbie B. Johnson, Iron County Recorder Page 6 of 1 02/05/2013 03:58:29 PM By ROCKY MOUNTAIN POWER



Fee \$32.00 Debbie B. Johnson, Iron County Recorder Page 7 of 11 02/05/2013 03:58:29 PM By ROCKY MOUNTAIN POWER

Exhibit C (Access to easement area)

DESCRIPTION - portion of Tax ID No. E-0022-0001-0000

An easement 30 feet in width, being a portion of the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 30, Township 31 South, Range 12 West, Salt Lake Base and Meridian, Iron County, Utah, said easement being 15 feet on each side of a centerline described as follows:

Commencing at the Southeast corner of said Section 30, thence North 88°29'58" West along the South line of said Section 30 for a distance of 2825.35 feet to a point on the centerline of the easement area described in the attached Exhibit B ("Centerline of the Transmission Corridor"); thence South 36°52'15" West along said transmission corridor centerline for a distance of 277.60 feet to the POINT OF BEGINNING:

Thence along said centerline the following courses:

North 05°24'41" West for a distance of 45.50 feet to a point of curvature; 127.36 feet along the arc of a curve to the right with a radius of 200.00 feet, whose chord bears North 12°49'53" East for a distance of 125.22 feet to a point of compound curvature; 89.28 feet along the arc of a curve to the right with a radius of 80.00 feet whose chord bears North 63°02'47" East for a distance of 84.72 feet to a point of tangency; South 84°58'53" East for a distance of 167.85 feet to a point of curvature; 128.86 feet along the arc of a curve to the left with a radius of 80.00 feet, whose chord bears North 48°52'30" East for a distance of 115.37 feet to a point of tangency; North 02°43'53" East for a distance of 84.33 feet, more or less, to a point on the southeasterly right of way line of the easement area described in the attached Exhibit B ("Transmission Right of Way Line").

EXCEPTING therefrom all that portion not on the Grantor's land, and all that portion within the transmission corridor easement area described in the attached Exhibit B.

Containing 0.07 acre, more or less (ground level).

Exhibit C (continued) (Access to easement area) Tax ID No. E-0022-0001-0000

Right of way lines are to be shortened or lengthened to terminate on said southeasterly transmission right of way line, and on the south and west lines of said SE1/4 of Section 30.

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 1.000164188.

The exact locations of the boundaries of the described easement areas are subject to change and are to be based upon the actual physical locations of the access roads as constructed.

All as shown on Exhibits C-1 and C-2 attached hereto and made a part hereof.

Prepared by:

Stephen C. Hale, PLS 7745522-2201

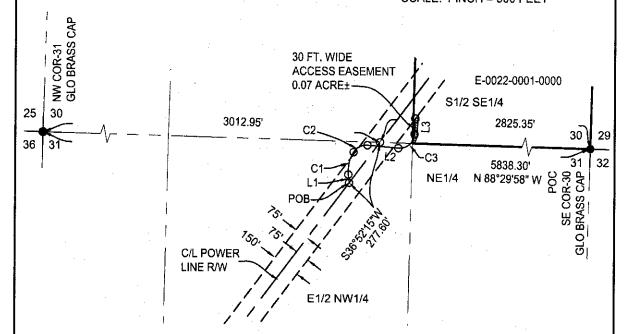
Data.

EXHIBIT C-1 (ACCESS TO EASEMENT AREA DRAWING)

SLB&M R12W, T31S,

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 1.000164188.





TAX ID# E-0022-0001-0000

TOTAL 0.07 AC.±

RMP#

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED, THE EXACT LOCATIONS OF THE BOUNDARIES OF THE DESCRIBED EASEMENT AREAS ARE SUBJECT TO CHANGE AND ARE TO BE BASED UPON THE ACTUAL PHYSICAL LOCATIONS OF THE ACCESS ROADS AS CONSTRUCTED.

EXHIBIT C-1

PORTION OF SEC 30,

T31S, R12W, SLB&M,

IRON COUNTY, UTAH

LEGEND

CALCULATED POSITION

FOUND MONUMENT AS NOTED

SHEET 1 OF 2 **ROCKY MOUNTAIN**

OFFICE DRAWN BY CHECKED BY APPROVED BY JGR 4/2012 PORTLAND



258 P: 1353 Fee \$32.00 ie B. Johnson, Iron County Recorder Page 10 of 11 5/2013 03:58:29 PM By ROCKY MOUNTAIN POWER

TAX ID# E-0022-0001-0000

EXHIBIT C-2 (ACCESS TO EASEMENT AREA DRAWING)

LINE TABLE				
LINE	BEARING	LENGTH		
L1	N05°24'41"W	45.50'		
L2	S84°58'53"E	167.85'		
L3	N02°43'53"E	84.33'±		

CURVE TABLE						
CURVE	LENGTH	DELTA	RADIUS	BEARING	CHORD	
C1	127.36'	36°29'07"	200.00'	N12°49'53"E	125.22'	
C2	89.28'	63°56'41"	80.00'	N63°02'47"E	84.72'	
C3	128.86'	92°17'14"	80.00'	N48°52'30"E	115.37'	

EXHIBIT C-2 PORTION OF SEC 30, T31S, R12W, SLB&M, IRON COUNTY, UTAH

OFFICE DRAWN BY CHECKED BY APPROVED BY 1/2013 SHEET 2 OF 2



00639422
B: 1258 P: 1354 Fee \$32.00
Debbie B. Johnson, Iron County Recorder Page 11 of 11 02/05/2013 03:58:29 PM By ROCKY MOUNTAIN POWER