

Ent 248591 Bk 465 Pg 425
Date: 21-JUN-2012 9:03:37AM
Fee: \$12.00 Cash
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: BLUE MOUNTAIN BIOGAS

When recorded return to:
Rocky Mountain Power
ATT: S. Lewis
2217 Kitty Hawk Dr.
Cedar City, Utah 84721

Project Name: Inter-Tie for Blue Mountain Biogas Tract Number:
WO#: 005626350 Cost Center# 11391

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 **15** feet in width and **45** 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 therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee 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(s) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description:

A 15' WIDE POWER LINE EASEMENT BEING 7.5' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT S 00°03'27" E ALONG THE SECTION LINE 1084.2 FEET AND N 90°00' E 68.2 FEET FROM THE NW CORNER OF SECTION 27, T30S, R13W, SLB & M AND RUNNING THENCE N 90°00' E 45.0 FEET TO THE POINT OF ENDING.

Assessor Parcel No. 2-145-1

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 therefor) 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.

Dated this 8th day of June, 2012

By: *[Signature]*

Title: AVP, EHS

REPRESENTATIVE ACKNOWLEDGEMENT

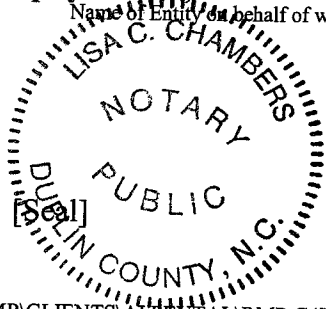
State of North Carolina

County of Duplin

} SS.

This instrument was acknowledged before me on this 8 day of June, 2012, by Kraig Nestorbeck, AVP, EHS, as
Name of Representative Title of Representative

Of Murphy Brown, LLC
Name of Entity on behalf of whom instrument was executed



[Signature]
Notary Public

My commission expires: Oct. 15, 2013

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