

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Kent Sorenson

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: MURPHY BROWN LLC Farm 41107

WO#: 6145683

RW#:

Ent 258152 Bk 499 Pg 657  
Date: 22-APR-2016 9:01:12AM  
Fee: \$16.00 Check Filed By: JK  
CINDY PETERSON, Recorder  
BEAVER COUNTY CORPORATION  
For: PACIFICORP

### 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 15 feet in width and 724 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:

A 15.00 foot wide power easement being 7.50 feet on each side of the following described centerline: Beginning at a point S 00°12'08" E along the ¼ section line 952.2 feet from the North ¼ corner of Section 9, T 30 S, R 12 W, SLB & M and running thence N 89°57'22" E 41.7 feet to existing power pole #095801; thence N 89°57'22" E 682.6 feet the point of ending.

Assessor Parcel No.

2-125-6

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 1<sup>st</sup> day of April, 2016.

Dwight D. Potter  
Dwight D. Potter *dm*

**Acknowledgment by an LLC**

STATE OF UTAH )  
 ) ss.  
County of BEAVER )

On this 1<sup>st</sup> day of April, 2016, before me, the undersigned Notary Public in and for said State, personally appeared **Dwight D. Potter**, known or identified to me to be the General Manager of **Murphy-Brown LLC, DBA Smithfield Hog Production**, a limited liability company, who executed this instrument on behalf of **Murphy-Brown LLC**, and acknowledged to me that said entity executed the same.

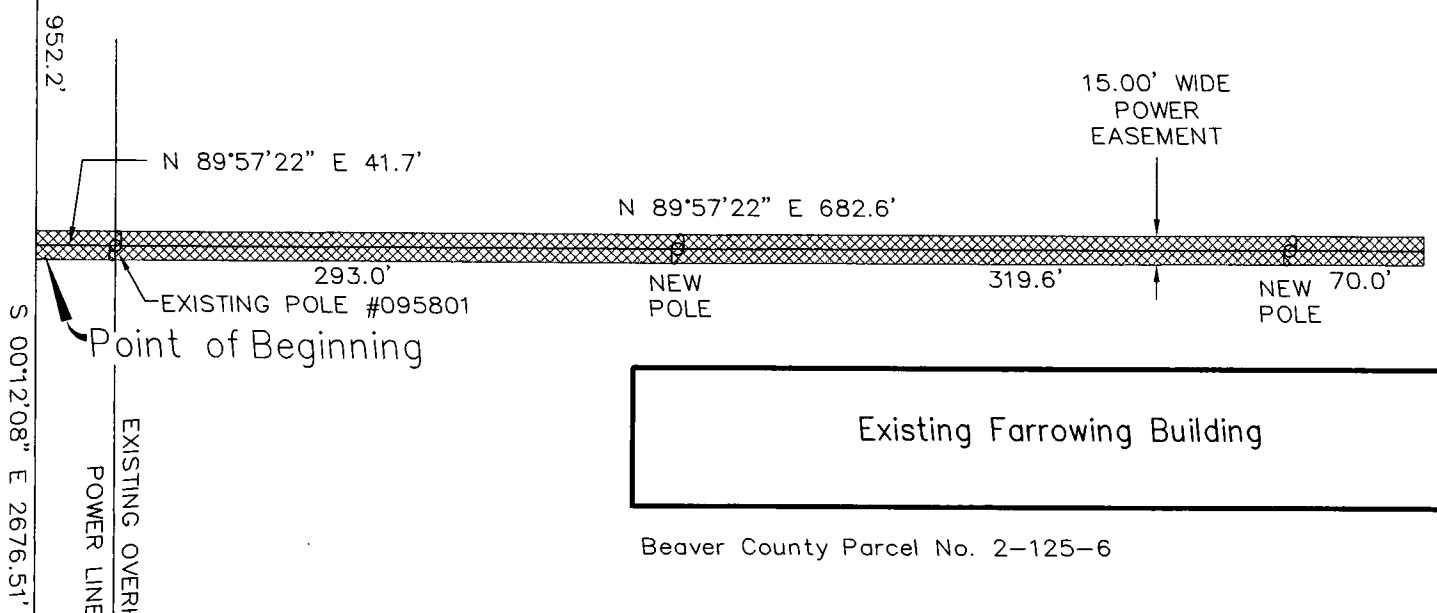
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Patty Goff  
(Notary Signature)

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

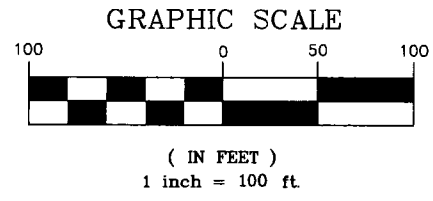
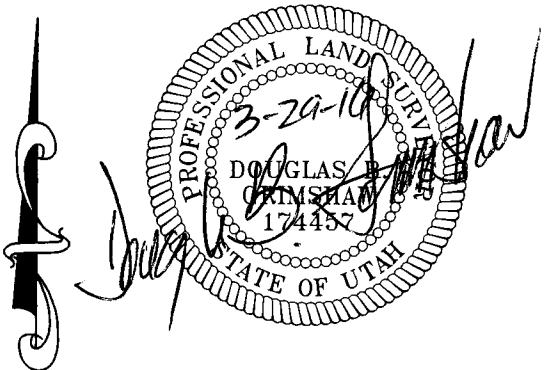


BEAVER COUNTY BRASS CAP  
SURVEY MONUMENT. N 1/4  
CORNER SEC. 9, T30S, R12W,



**Easement Description for Site 41107**

A 15.00 foot wide power easement being 7.50 feet on each side of the following described centerline: Beginning at a point S 00°12'08" E along the ¼ section line 952.2 feet from the North ¼ corner of Section 9, T 30 S, R 12 W, SLB & M and running thence N 89°57'22" E 41.7 feet to existing power pole #095801; thence N 89°57'22" E 682.6 feet the point of ending.



CEN 1/4 COR. SEC. 9  
1/2" REBAR W/CAP #174457  
& STEEL T POST

**Farm 41107**

PREPARED BY <b>Grimshaw Surveying, Inc.</b> 546 East Midvalley Road Enoch, Utah 84721 phone (435) 586-9130	MAP EXHIBIT "A" <b>Murphy-Brown, LLC</b> to <b>Rocky Mountain Power</b>	SHEET: 1 of 1
	location NE 1/4 Sec. 9, T 30 S, R 12 W, SLB & M Beaver County, Utah	DATE: 3/29/2016 SCALE: 1"=100'
BY: DOUGLAS B. GRIMSHAW	PLATS\CIRCLE4\SKYWEST\41107 PWR ESMNT.DWG	