

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Kent Sorenson

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: Smithfield Farm #41103

WO#: 6307561

RW#:

Ent 260395 Bk 507 Pg 263
Date: 27-FEB-2017 9:14:16AM
Fee: \$16.00 Check Filed By: CP
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 155 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 line easement being 7.50 feet on each side of the following described centerline. Beginning at a point N 89°39'32" E along the section line 2033.0 feet and S 00°00'00" W 31.2 feet from the NW corner of Section 34, T29S, R11W, SLB & M (said point being at the existing fence on the south side of 8500 South Street) and running thence S 00°00'00" W 154.2 feet to the point of ending.

Assessor Parcel No's 2-114-1

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 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 10th day of February, 2017.

Dwight D Potter
Dwight D Potter
cpm

Acknowledgment by an LLC

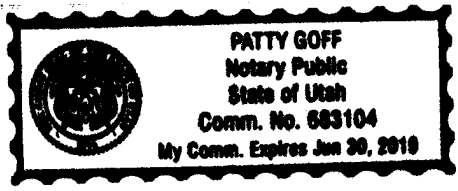
STATE OF UTAH)
) ss.
County of BEAVER)

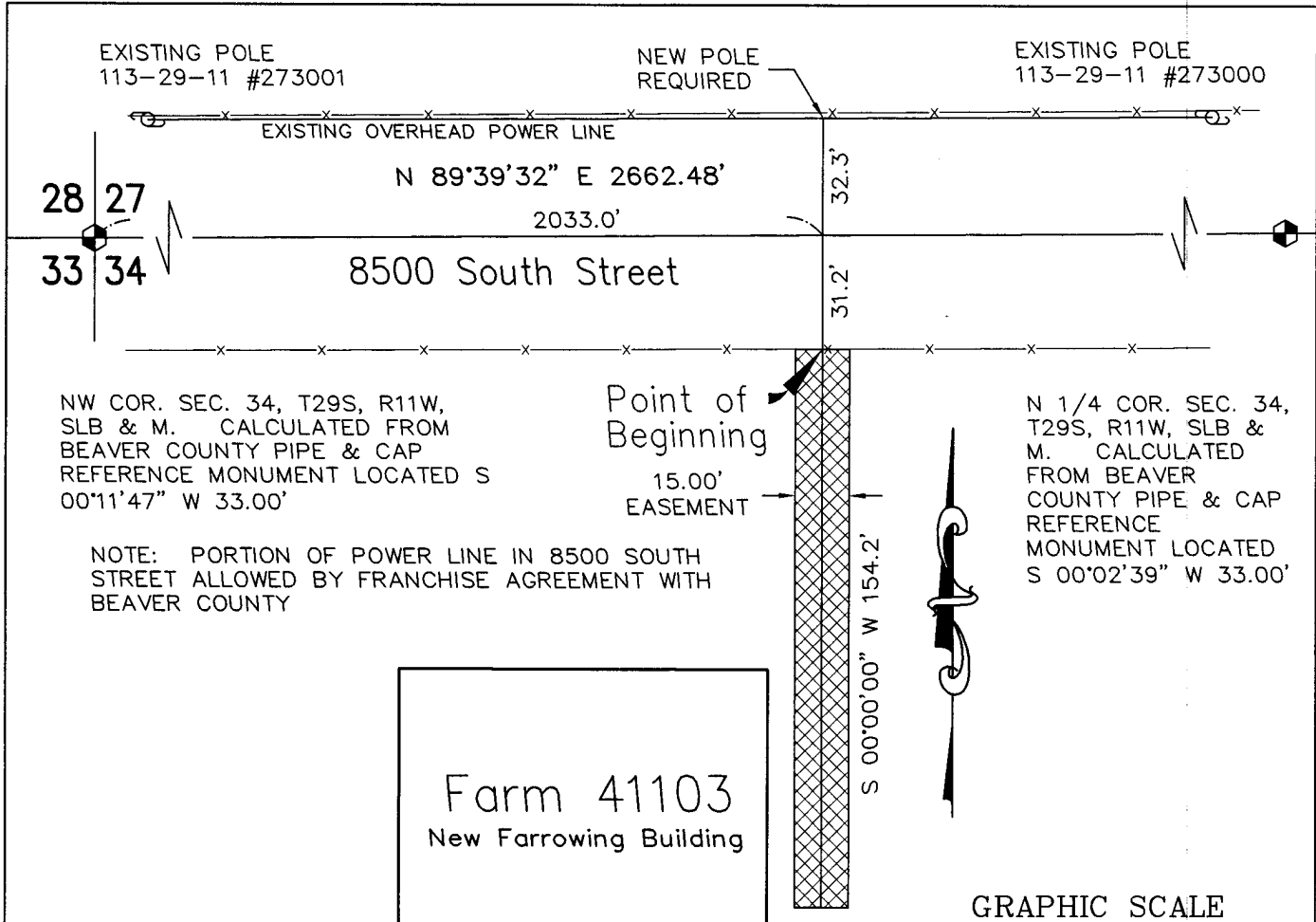
On this 10th day of February, 2017, before me, the undersigned Notary Public in and for said State, personally appeared **Dwight D. Potter**, known or identified to me to be the General Manager of **Murphy-Brown LLC, DBA Smithfield Hog Production**, a limited liability company, who executed this instrument 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, UT (city, state)
My Commission Expires: 6/30/19 (d/m/y)



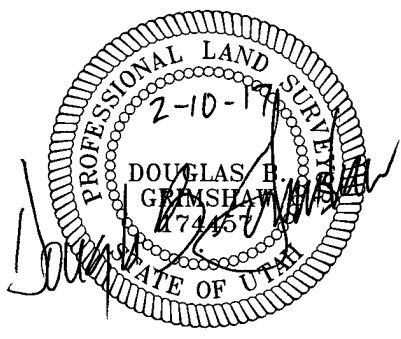
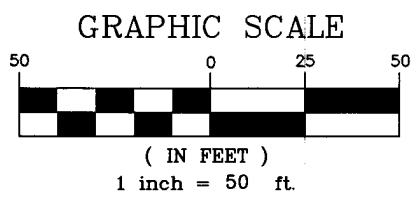


NW COR. SEC. 34, T29S, R11W, SLB & M. CALCULATED FROM BEAVER COUNTY PIPE & CAP REFERENCE MONUMENT LOCATED S 00°11'47" W 33.00'

NOTE: PORTION OF POWER LINE IN 8500 SOUTH STREET ALLOWED BY FRANCHISE AGREEMENT WITH BEAVER COUNTY

N 1/4 COR. SEC. 34, T29S, R11W, SLB & M. CALCULATED FROM BEAVER COUNTY PIPE & CAP REFERENCE MONUMENT LOCATED S 00°02'39" W 33.00'

Farm 41103
New Farrowing Building



Easement Description

A 15.00 foot wide power line easement being 7.50 feet on each side of the following described centerline. Beginning at a point N 89°39'32" E along the section line 2033.0 feet and S 00°00'00" W 31.2 feet from the NW corner of Section 34, T29S, R11W, SLB & M (said point being at the existing fence on the south side of 8500 South Street) and running thence S 00°00'00" W 154.2 feet to the point of ending.

PREPARED BY Grimshaw Surveying, Inc. 546 East Midvalley Road Enoch, Utah 84721 phone (435) 586-9130	MAP EXHIBIT "A" Murphy-Brown LLC to Rocky Mountain Power	SHEET: 1 of 1
	location NW 1/4 Sec. 34, T29S, R11W, SLB & M Beaver County, Utah	DATE: 2/10/2017 SCALE: 1"=50'
BY: DOUGLAS B. GRIMSHAW	PLATS\CIRCLE4\SKYLINE\41103 PWR ESMNT.DWG	