

Return to:
Rocky Mountain Power
Lisa Louder/ Blake Ashcroft
1407 West North Temple Ste. 110
Salt Lake City, UT 84116



ENT 84041:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jun 17 4:29 PM FEE 40.00 BY MA
RECORDED FOR ROCKY MOUNTAIN POWER

BLANKET EASEMENT

For good and valuable consideration, Lincoln Building, LLC and Saratoga HC, LLC, (“Grantors”), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), a blanket easement 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; 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 Grantors in Utah 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: 58:035:0107
COM S 0 DEG 13' 38" E 866.5 FT & E 99.61 FT FR N 1/4 COR. SEC. 23, T5S, R1W, SLB&M.; N 89 DEG 57' 12" E 552.49 FT; S 256.73 FT; W 545.59 FT; N 2 DEG 47' 46" W 111.59 FT; N 0 DEG 34' 32" W 144.84 FT TO BEG. AREA 3.238 AC.

Prior to recording the subdivision plat and extinguishing this Blanket Easement, Grantee shall verify to its sole satisfaction and at the sole cost to Grantors, that the legal description of the public utility easement or easements as shown on the subdivision plat attached on Exhibit A, match the actual location of all facilities installed pursuant to this blanket easement. In the event the actual location of the installed facilities differs from the legal description of the public utility easement(s) on the subdivision plat, Grantors shall: (1) pay all costs to relocate such facilities to areas entirely within the public utility easements as described on the subdivision plat; or (2) modify the public utility easements on the subdivision plat to reflect the actual location of all installed facilities, at sole cost to Grantors; or (3) provide an easement to Grantee at Grantors’ sole cost and expense, for the specific location of the installed facilities. If Rocky Mountain Power is satisfied, in its sole discretion, that all facilities installed pursuant to this Blanket Easement are located entirely within the designated utility easements on the subdivision plat, this easement shall be extinguished, at sole cost to Grantors, upon the recording of the subdivision plat map attached hereto as Exhibit A.

Together with the right of access to the right of way from adjacent lands of Grantors 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 clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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 17th day of JUNE, 2020.



LINCOLN BUILDING, LLC, GRANTOR

(_____), GRANTORS



SARATOGA HC, LLC GRANTOR
AS MANAGER

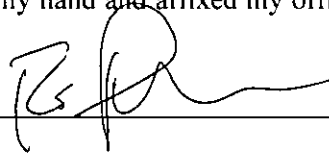
(_____), GRANTORS

Acknowledgment by a Corporation, LLC, or Partnership:

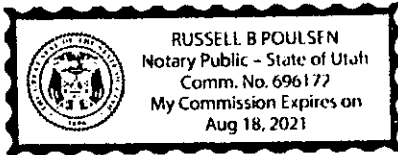
STATE OF UT)
) ss.
County of SALT LAKE)

On this 17th day of JUNE, 2020, before me, the undersigned Notary Public in and for said State, personally appeared GREGG C. JOHNSON (name), known or identified to me to be the (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 said entity, 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.



(notary signature)



NOTARY PUBLIC FOR UTAH (state)

Residing at: MIDVALE, UT (city, state)

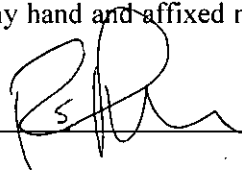
My Commission Expires: AUG 18, 2021 (d/m/y)

Acknowledgment by a Corporation, LLC, or Partnership:

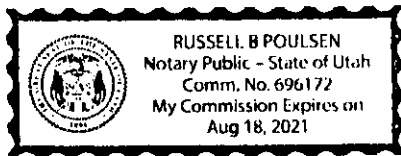
STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 17th day of JUNE, 2020, before me, the undersigned Notary Public in and for said State, personally appeared JONATHAN GUMMER (name), known or identified to me to be the (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 said entity, 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.



(notary signature)



NOTARY PUBLIC FOR UTAH (state)

Residing at: MIDVALE, UT (city, state)

My Commission Expires: AUG 18, 2021 (d/m/y)