

Return to:
Rocky Mountain Power
Lisa Louder/ Brad Kidd WO# 8005502
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

ENT 785 : 2022 PG 1 of 4
Andrea Allen
Utah County Recorder
2022 Jan 03 04:37 PM FEE 40.00 BY KR
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

BLANKET EASEMENT

For good and valuable consideration, Brighton Development Utah LLC, (“Grantor”), 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 Grantor 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: Parcel 59:034:0137 COM AT S 1/4 COR. SEC. 2, T6S, R2W, SLB&M.; N 0 DEG 51' 28" E 544.02 FT; S 89 DEG 8' 32" E 138.96 FT; S 0 DEG 51' 28" W 25.26 FT; E 295.03 FT; N 88 DEG 21' 59" E 53.05 FT; S 89 DEG 8' 32" E 85 FT; E 34.71 FT; N 0 DEG 25' 44" E 42.8 FT; S 89 DEG 34' 16" E 34.42 FT; S 239.98 FT; S 54 DEG 38' 15" W .01 FT; S 120.22 FT; W 16.89 FT; S 198.48 FT; S 89 DEG 56' 6" W 632.29 FT TO BEG. AREA 7.687 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 Grantor, 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, Grantor 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 Grantor; or (3) provide an easement to Grantee at Grantor’s 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 Grantor, 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 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 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 20 day of December, 2021.



BRIGHTON DEVELOPMENT UTAH LLC, GRANTOR

Patrick Scott. President

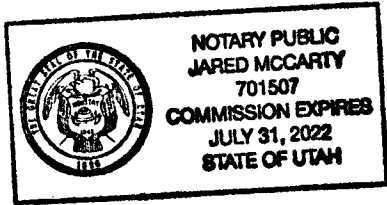
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of DAVIS)

On this 20 day of DECEMBER, 2021, before me, the undersigned Notary Public in and for said State, personally appeared PATRICK SCOTT (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.

JL McCarty
(notary signature)



NOTARY PUBLIC FOR UTAH (state)
Residing at: NORTH SALT LAKE, UTAH (city, state)
My Commission Expires: JULY 31, 2022 (d/m/y)

