Re: Jordan View Landing (6077336)

ENT 57720:2016 PG 1 of 3

Jeffery Smith

Utah County Recorder
2016 Jun 24 12:06 PM FEE 15.00 BY VM

RECORDED FOR Cottonwood Title Insurance Age
ELECTRONICALLY RECORDED

BLANKET EASEMENT

For good and valuable consideration, Ivory Homes, ("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:

COMPOSITE DESCRIPTION

A portion of that Real Property described in Deed Book 810 Page 387 of the Official Records of Utah County located in the SE1/4 of Section 11 & the NE1/4 of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the southeast corner of that Real Property described in Deed Book 2008 Page 80 of the Official Records of Utah County located S89°51'44"W along the Section line 216.35 feet and N0°08'16"W 121.48 feet from the Northeast Corner of Section 14, T5S, R1W, S.L.B.& M.; thence along the boundary of said Deed Book 810 Page 387 the following 7 (seven) courses and distances: S8°56'16"E 343.89 feet; thence S4°42'16"E 304.40 feet; thence S1°39'16"E 175.80 feet; thence N77°02'16"W 442.10 feet; thence N0°36'16"W 126.50 feet; thence N83°19'16"W 199.00 feet; thence N0°02'16"W 568.70 feet to the southwest corner of said Deed Book 2008 Page 80; thence N89°51'44"E along said deed 546.72 feet to the point of beginning.

Contains: 9.69+/- acres

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 23 day of June, 2016.

Van E-Janul IVORY HOMES, GRANTOR

Darin Haskell, Ivory Development, LLC, GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF	Wan)
) ss. County of _	Utah

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

KIMBERLY ADAMS
NOTARY PUBLIC STATE OF UTAH
COMMISSION# 678329
COMM. EXP. 07-07-2018