

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



ENT 108909:2017 PG 1 of 2
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Nov 01 4:03 PM FEE 12.00 BY VP
RECORDED FOR D R HORTON INC

BLANKET EASEMENT LEGACY FARMS PLAT 4 A

For good and valuable consideration, D R Horton, Inc, a Delaware Corporation, (“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:; 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:

Plat 4A

A parcel of land lying and situated in the Southeast Quarter of Section 26 and the Northeast Quarter of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the west line of Saratoga Springs No. 3 PUD Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder as Entry No. 75949:1996. located South 00°33'28" West 2371.76 feet along the section line, and West 254.76 feet from the East Quarter Corner of said section 26, thence along said Saratoga Springs No. 3 and Saratoga Springs No. 2 PUD Subdivision, according to the official plat thereof on file in the office of the Utah County Recorder as Entry No. 40728:1997, the following three (3) courses: (1) South 00°41'07" West 23.27 feet, (2) thence South 55°45'07" West 719.98 feet, (3) South 89°57'59" West 150.53 feet to the east Line of Church Lot 1, as shown on Legacy Farms Plat 2-A, according to the official plat thereof on file in the office of the Utah County Recorder as Entry No. 4142:2016, Map No. 14922; thence, along said east Line, North 00°00'01" West 371.65 feet; thence Northeasterly 90.05 feet along the arc of an 741.00 foot radius curve to the left, through a central angle of 6°57'46", (chord bears North 75°52'45" East 90.00 feet); thence South 63°56'11" East 7.21 feet; thence South 20°04'38" East 4.00 feet; thence North 69°55'22" East 54.00 feet; thence North 20°04'38" West 4.00 feet; thence North 23°46'56" East 7.21 feet; thence Northeasterly 424.26 feet along the arc of an 741.00 foot radius curve to the left, though a central angle of 32°48'16", (chord bears North 51°02'45" East 418.49 feet); thence South 55°21'23" East 254.00 feet; thence Southwesterly 45.34 feet along the arc of an 995.00 foot radius curve to the right, though a central angle of 2°36'38", (chord bears South 35°56'56" West 45.33 feet); thence South 52°44'45" East 114.05 feet to the Point of Beginning.

Contains 261,013 square feet / 5.99 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 reasonable 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 limited right of access to the right of way from adjacent lands of Grantor as reasonably necessary 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 at Grantee's expense 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.

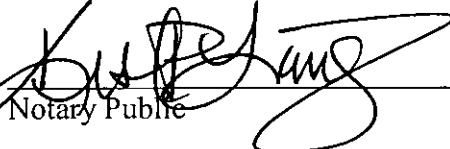
Dated this 1 day of November, 2017.



D/R Horton, Inc. GRANTOR

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1 day of November, 2017, by Jonathan S. Thornley, in his/her capacity as DIVISION CFO of D.R. Horton, Inc.

SEAL: 

Notary Public

