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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: RMA, DEPUTY - WI 4 P.

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

Daybreak Village 7, Plat 2A

BLANKET EASEMENT

For good and valuable consideration, Clayton Properties Group II, Inc., ("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 Salt Lake 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:

Beginning at an Easterly Corner of the Daybreak Village 7 Plat 1 Subdivision Amending Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 413.506 feet along the Section Line and North 1978.757 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Daybreak Village 7 Plat 1 Subdivision the following (8) courses: 1) North 30°37'58" West 56.000 feet; 2) North 25°00'00" West 180.873 feet; 3) North 30°37'55" West 56.000 feet; 4) South 59°22'05" West 4.526 feet; 5) North 24°42'20" West 95.510 feet; 6) North 30°37'55" West 45.111 feet; 7) South 59°22'05" West 20.000 feet; 8) North 30°37'55" West 49.889 feet to the Northerly line of Lot 100 of the of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended; thence along the boundary of said Lot 100 the following (10) courses: 1) North 59°22'05" East 362.007 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 30°37'55" East); 2) along the arc of said curve 67.671 feet through a central angle of 19°23'10"; 3) South 81°14'59" East 398.191 feet; 4) South 04°02'21" East 102.544 feet; 5) South 08°47'52" West 35.023 feet to a point on a 956.000 foot radius non tangent curve to the right, (radius bears North 82°18'55" West); 6) along the arc of said curve 17.780 feet through a central angle of 01°03'56"; 7) South 08°45'01" West 329.119 feet; 8) North 81°16'00" West 253.531 feet to a point on a 36.000 foot radius tangent curve to the left, (radius bears South 08°44'00" West); 9) along the arc of said curve 24.735 feet through a central angle of 39°21'59"; 10) South 59°22'02" West 232.265 feet to the point of beginning.

Property contains 7.413 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 July, 2018.

CLAYTON PROPERTIES GROUP II, INC., GRANTOR
A Colorado Corporation dba Oakwood Homes

By: TJT

Name: Troy Turner


Title: VP Finance

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Salt Lake)

On this 23 day of July, 2018, before me, the undersigned Notary Public in and for said State, personally appeared Troy Turner (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: Salt Lake, Utah (city, state)

My Commission Expires: 04-02-2022 (d/m/y)



