14304217 B: 11527 P: 3680 Total Pages: 4
10/23/2024 01:52 PM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Return to:

Rocky Mountain Power

Lisa Louder/

Isaac Pantke / Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

CTIA 176041-7.0F

BLANKET EASEMENT

For good and valuable consideration, Dimple Dell Orchards 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 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: BEG S 301.88 FT & E 2141.15 FT FR NW COR OF SEC 14, T 3S, R 1E, S L M; S 01°35′ E 30.01 FT; W 193.78 FT; S 11°12′50″ W 307.96 FT; W 547.47 FT; N 01°40′ W 83.100 FT; N 73°17′ 103 FT; N 10°25′ E 94.06 FT; E 223.32 FT; N 126.87 FT; E 661.04 FT TO BEG. 4.38 AC M OR L. 5172-242 6638-1395

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 AD day of OctoBER, 2024.

DIMPLE DELL ORCHARDS LLC, GRANTOR

BRETT LOVELL, MANABER

. GRANTOR

Acknowledgment by a Corporation, DEC, or 1 articlesp.	
STATE OF <u>UTAH</u>)) ss. County of <u>SALT LAKE</u>)	
in and for said State, personally apidentified to me to be the (president corporation, or the (manager) mempartnership that executed the instrumsaid entity, and acknowledged to me	, 20 24, before me, the undersigned Notary Public peared <u>BRETT LOVELL</u> (name), known or at / vice-president / secretary / assistant secretary) of the aber) of the limited liability company, or a partner of the ent or the person who executed the instrument on behalf of that said entity executed the same.
year in this certificate first above written. Outur L Clubb (notary signature)	
CORTLUND G. ASHTON NOTARY PUBLIC-STATE OF UTAH My Commission Expires July 25, 2027 COMMISSION NUMBER 730983	NOTARY PUBLIC FOR UTALH (state) Residing at: DRAPER, UT (city, state) My Commission Expires: 7/25/27 (d/m/y)

(UT Nov 2015)

