

Return to:
Rocky Mountain Power
Carolyn DeLeeuw
70 North 200 East
American Fork, UT 84003

ENT 56164:2018 PG 1 of 3 JEFFERY SMITH UTAH COUNTY RECORDER 2018 Jun 18 8:31 om FEE 29.00 BY VP RECORDED FOR ROCKY MOUNTAIN POWER

BLANKET EASEMENT

For good and valuable consideration, RDM LAND & DEVELOPMENT, 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:

RUBY ESTATES

Legal Description: A SUBDIVISION LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

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 4 day of June , 2018. L M L L L L L L L L L L L L L L L L L
Acknowledgment by a Corporation, LLC, or Partnership:
STATE OF WON (SALE) Ss. County of SALE (SALE)
On this day 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.
MELISSA REINOSO Notary Public - State of Utah Comm. No. 695109 My Commission Expires on May 18 2021 Medissa Reinoso (notary signature) NOTARY PUBLIC FOR Up (state) Residing at: Will produce (city, state)
My Commission Expires: 05 6 202 (d/m/y)

PROPERTY DESCRIPTION

SECTION: SEC 2, T5S, RIE, SLB&M

UTAH COUNTY, UTAH STATE

PARCEL #: RUBY ESTATES



SURVEYOR'S CERTIFICATE

I. <u>VICTOR E. HANSEN</u> DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER <u>176695</u> AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS USED FOR THIS SURVEY N89 59 15 E BETWEEN THE NORTH QUARTER CORNER AND THE NORTH EAST CORNER OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AS SHOWN. THIS IS BASED ON NAD 83 STATE PLANE COORDINATES, UTAH, CENTRAL ZONE, AND INFORMATION AVAILABLE AT THE UTAH COUNTY RECORDER'S OFFICE.

BOUNDARY DESCRIPTION

Beginning at a point N89°58'19"E along the north section line of said Section 2 and the centerline of 10400 North Street, 279.06 feet from the North Quarter Corner of Section 2, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence N89°58'19"E along section line 432.86 feet; thence S00°00'56"E 33.00 feet to the beginning of a boundary line agreement; thence along the boundary line agreement the following six courses: 1) S02°17'42"W 230.75; 2) S00°07'22" W 165.53 feet; 3) S01°14'24"W 237.32 feet; 4) S01°30'30"W 263.11; 5) S01°05'45"W 170.85 feet; 6) S00°50'19"W 235.44 feet to a point on the north line of Rawson Subdivision Plat A; thence S89°47'04"W along the north line of the Rawson Subdivision Plat A and the north line of the Vineyard View Subdivision Plat A 421.12 feet; thence N00°32'16"W 350.21 feet; thence N89°28'04"E 45.00 feet; thence N00°32'16"W 194.24 feet; thence S89°28'04"W 300.06 feet to a point on the centerline of 6000 West Street; thence N00°09'53"W along the centerline of 6000 West Street 412.73 feet; thence N89°58'19"E 279.06 feet; thence N00°09'53"W 382.06 feet to the point of beginning. Containing 15.46 acres more or less

CC #: 11421

WO #: 6479930

OWNER: RDM LAND & DEVELOPMENT, LLC

AUTHOR: C. DELEEUW

10633

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE.





SCALE: NONE