


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



ENT 72900:2020 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 May 29 10:29 am FEE 40.00 BY MA
RECORDED FOR ROCKY MOUNTAIN POWER

BLANKET EASEMENT

For good and valuable consideration, K & P Development 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 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: West Parcel: Beginning at the Northwest Corner of Section 12, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°08'18" East 28.78 feet along the road right-of-way, thence North 07°10'14" East, a distance of 23.55 feet along the road right-of-way, thence along the arc of a 403.00 foot radius curve to the left through a central angle of 10°13'12" for 71.88 feet along the road right-of-way (chord bears North 58°18'02" East 71.79 feet) to a point of reverse curve to the right having a radius of 337.00 feet and a central angle of 62°25'19"; thence Easterly along the arc, a distance of 367.15 feet along the road right-of-way (chord bears North 84°24'06" East 349.26 feet); thence South 64°23'14" East, a distance of 54.75 feet along the road right-of-way, thence South 25°36'46" West along the westerly boundary of the Alpine Highway a distance of 1123.66 feet; thence North 64°10'24" West 213.12 feet; thence North 72°27'45" West 225.10 feet; thence along the easterly boundary of Quail Hollow North Plat B the following two courses and distances: 1) North 14°48'53" East 1.09 feet; 2) North 14°05'50" east 168.38 feet; thence North 13°38'16" East along the easterly boundary of Robinson ranch Plats A and B a distance of 615.28 feet; thence South 89°35'33" East, a distance of 64.56 feet along the Road Right-of-way; thence along the arc of a 403.00 feet curve to the left through a central angle of 18°20'09" for 128.97 feet along the road right-of-way (chord bears North 81°14'22" East 128.42 feet); thence North 89°43'12" East, a distance of 24.61 feet along the road right-of-way to the point of beginning.

Area = 12.066 Acres

East Parcel: beginning at a point located South 89°47'19" East along section line 565.64 feet from the Northwest Corner of Section 12, Township 5 South, Range 1 East, Salt lake Base and Meridian; thence North 25°36'46" East along the easterly boundary of the Alpine Highway a distance of 78.05 feet; thence South 89°47'19" East 61.73 feet; thence

South 13°39'33" West 609.25 feet; thence South 15°30'38" West 53.06 feet; thence North 89°12'00" West 210.71 feet; thence North 25°36'46" East along the easterly boundary of the Alpine Highway a distance of 632.17 feet to the point of beginning.
Area = 2.027 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 29 day of May, 2020.

Pat Robinson
K & P Development INC, GRANTOR

Pat Robinson
, GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
) ss.
County of Utah)

On this 29 day of May, 2020, before me, the undersigned Notary Public in and for said State, personally appeared Pat Robinson (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.

Cherie P. Bunce
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Provo (city, state)
My Commission Expires: 8/17/2023 (d/m/y)

