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Rocky Mountain Power  
Lisa Louder/ Brad Kidd  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: TRP, DEPUTY - WI 3 P.

### **BLANKET EASEMENT**

For good and valuable consideration, GA VILLAS, 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: The Future Harvest Crossing Villas Phase 2 more particularly described as:

Beginning at a point on the west line of 3200 West Street, said point also being the Northeast Corner of Harvest Crossing Villas Phase 1 Subdivision, said point also being North 00°01'15" East 915.04 feet along the section line and West 36.23 feet from the East Quarter Corner of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence West 151.34 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence North 80°32'16" West 6.08 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence North 87°35'00" West 11.51 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence Northwesterly 26.84 feet along the arc of a 24.00 foot radius curve to the right (center bears North 20°15'53" East and the chord bears North 37°41'50" West 25.46 feet with a central angle of 64°04'34") along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence South 84°20'27" West 38.00 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence Southeasterly 14.97 feet along the arc of a 518.00 foot radius curve to the left (center bears North 84°20'27" East and the chord bears South 06°29'14" East 14.97 feet with a central angle of 01°39'21") along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence West 298.21 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence North 84.64 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence Northeasterly 36.20 feet along the arc of a 24.00 foot radius curve to the right (center bears East and the chord bears North

43°12'30" East 32.86 feet with a central angle of 86°25'00") along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence North 38.05 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence Southwesterly 21.61 feet along the arc of a 59.48 foot radius curve to the left (center bears South 01°02'03" West and the chord bears South 80°37'36" West 21.49 feet with a central angle of 20°48'54") along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision; thence West 170.58 feet along the Northerly Line of Harvest Crossing Villas Phase 1 Subdivision to the Easterly Line of Willow Valley Road (3280 West); thence North 147.08 feet along said Easterly Line of Willow Valley Road; thence Northeasterly 29.82 feet along the arc of a 19.50 foot radius curve to the right (center bears East and the chord bears North 43°48'54" East 27.00 feet with a central angle of 87°37'47") along said Easterly Line of Willow Valley Road to the Southerly Line of 10400 South Street; thence Northeasterly 307.55 feet along the arc of a 7,447.00 foot radius curve to the right (center bears South 02°22'13" East and the chord bears North 88°48'47" East 307.53 feet with a central angle of 02°21'59") along said Southerly Line of 10400 South Street; thence North 89°59'46" East 29.64 feet along said Southerly Line of 10400 South Street; thence South 86°01'00" East 93.48 feet along said Southerly Line of 10400 South Street; thence North 89°59'46" East 213.26 feet along said Southerly Line of 10400 South Street to the Westerly Line of 3200 West Street; thence South 44°27'50" East 36.88 feet along said Westerly Line of 3200 West Street; thence South 00°01'15" West 286.28 feet along said Westerly Line of 3200 West Street to the point of beginning

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 3rd day of December, 2015.

Ryan Peterson  
GA VILLAS, LLC, GRANTOR

**Acknowledgment by a Corporation, LLC, or Partnership:**

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

On this 3rd day of December, 2015, before me, the undersigned Notary Public in and for said State, personally appeared Ryan Peterson (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.

Lori Johnstun  
(notary signature)



NOTARY PUBLIC FOR SLC UT (state)

Residing at: SLC (city, state)