

12601729  
08/23/2017 09:55 AM \$20.00  
Book - 10591 Pg - 101-106  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: DCA, DEPUTY - WI 6 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 1 – Parcel ID # 26-23-326-010

### BLANKET EASEMENT

For good and valuable consideration, VP Daybreak Operations LLC, (“Grantor”), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, (“Grantee”), a non-exclusive 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:

Commencing at the South Quarter corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearings being South 89°56'14" West - 2647.894 feet between the South Quarter corner and the Southwest corner of said Section 23) and running South 89°56'14" West along the south line of said section for 870.330 feet; thence North 00°03'46" West perpendicular to said south line for 858.370 feet to the POINT OF BEGINNING; thence North 42°34'34" East for 385.852 feet; thence with a curve to the right having a radius of 228.000 feet with a central angle of 08°25'53" (chord bearing and distance of North 46°47'31" East - 33.521 feet) for an arc distance of 33.552 feet; thence North 47°25'26" West for 102.464 feet; thence North 42°34'34" East for 18.013 feet; thence North 47°25'26" West for 79.937 feet; thence North 45°52'13" West for 56.000 feet; thence with a non-tangent curve to the right having a radius of 228.000 feet whose center bears South 45°52'13" East with a central angle of 13°06'39" (chord bearing and distance of North 50°41'07" East - 52.059 feet) for an arc distance of 52.173 feet; thence North 25°00'00" West for 418.088 feet; thence North 65°00'00" East for 2.221 feet; thence North 27°21'26" West for 136.115 feet; thence South 65°00'00" West for 121.272 feet; thence North 25°00'00" West for 111.130 feet; thence South 62°38'34" West for 26.346 feet; thence South 77°49'38" West for 71.185 feet; thence with a non-tangent curve to the left having a radius of 329.000 feet whose center bears North 12°10'22" West with a central angle of 37°42'23" (chord bearing and distance of North 58°58'26" East - 212.630 feet) for an arc distance of 216.516 feet; thence North 40°07'15" East for 430.230 feet; thence with a curve to the right having a radius of 200.000 feet with a central angle of 19°14'51" (chord bearing and distance of North 49°44'40" East - 66.871 feet) for an arc distance of 67.186 feet; thence North 59°22'05" East for 32.532 feet; thence South 30°37'55" East for 49.889 feet; thence North 59°22'05" East for 20.000 feet; thence South 30°37'55" East for 45.111 feet; thence South 24°42'20" East for 95.510 feet; thence North 59°22'05" East for 4.526 feet; thence South 30°37'55" East for 56.000 feet; thence South 25°00'00" East for 488.626 feet; thence South 65°00'33" West for 236.000 feet; thence South 25°00'00" East for 462.000 feet; thence South 65°00'00" West for 20.000 feet; thence South 25°00'00" East for 236.000 feet; thence South 65°00'00" West for 299.796 feet; thence with a curve to the right having a radius of 228.000 feet with a central angle of 20°00'00" (chord bearing and distance of South 75°00'00" West - 79.184 feet) for an arc distance of 79.587 feet; thence South 85°00'00" West for 85.086 feet; thence with a curve to the right having a radius of 228.000 feet with a central angle of 07°06'29" (chord bearing and distance of South 88°33'15" West - 28.267 feet) for an arc distance of 28.285 feet; thence North 87°53'31" West for 161.143 feet to the POINT OF BEGINNING.

Containing 601,698 square feet or 13.8131 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 Blanket Easement granted herein shall be deemed automatically extinguished, 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 21 day of AUGUST, 2017.

**GRANTOR**  
**VP DAYBREAK OPERATIONS LLC**  
A Delaware Limited Liability Company

By: Daybreak Communities LLC  
A Delaware Limited Liability Company  
Its: Project Manager

Signature:   
Name: TM MCCUTCHEON  
Title: PRESIDENT & CEO

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

STATE OF Utah )

) ss.

County of Salt Lake )

On this 21<sup>st</sup> day of August, 2017, before me, the undersigned Notary Public in and for said State, personally appeared TY McCutcheon (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.

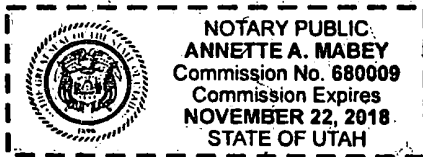
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

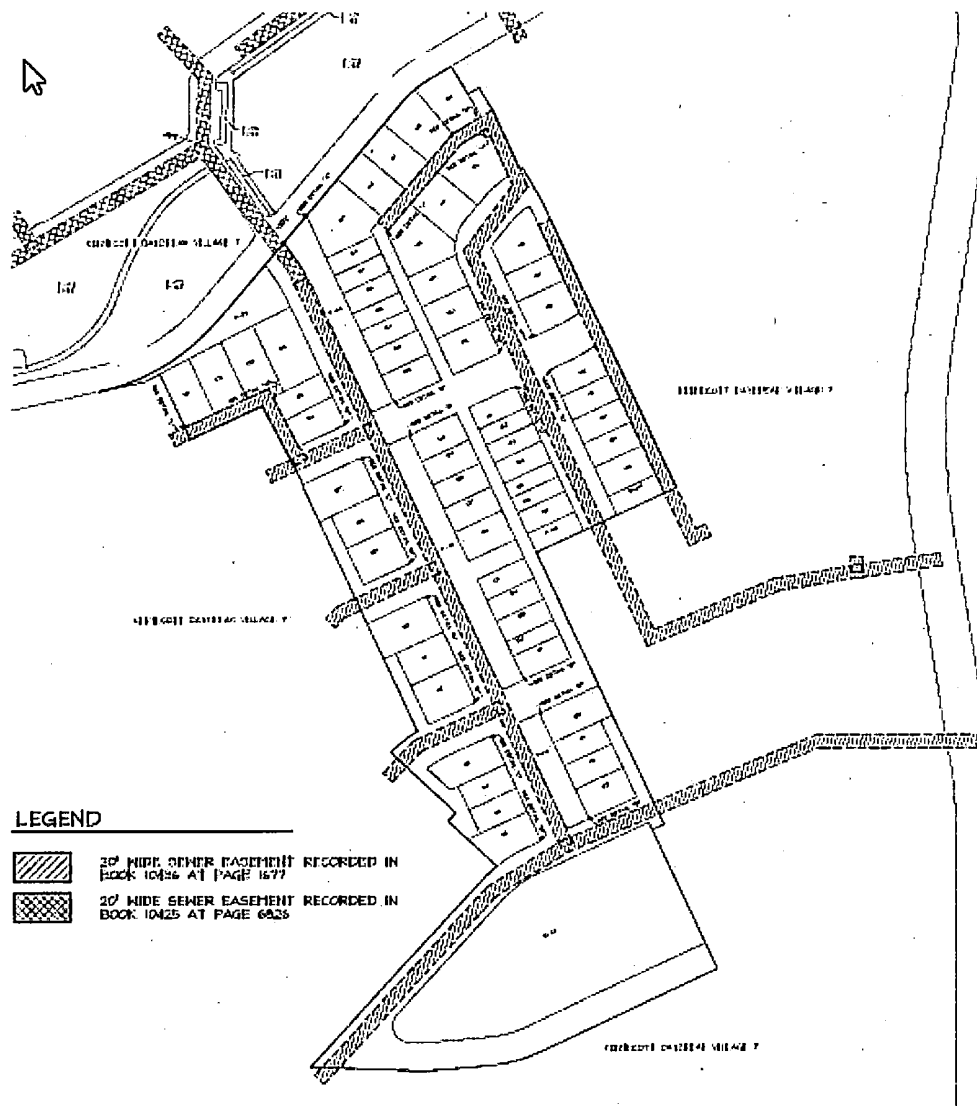
Annette A Mabe  
(notary signature)

NOTARY PUBLIC FOR Utah (state)



Residing at: Layton, Utah (city, state)

My Commission Expires: 11/22/2018 (d/m/y)





**LEGEND**

-  20' WIDE SEWER EASEMENT RECORDED IN BOOK 10426 AT PAGE 1677
-  20' WIDE SEWER EASEMENT RECORDED IN BOOK 10425 AT PAGE 6826

**Property Description**  
 Quarter: S Quarter: \_\_\_\_\_ Section: 23 Township 3 South (N or S), Range 2 West (E or W), Salt Lake Meridian  
 County: Salt Lake State: UT  
 Parcel Number: \_\_\_\_\_

CC#: 11431 WO#: 6260153  
 Landowner: VP Daybreak Operations LLC  
 Drawn By: Cheryl Beauchaine

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 within the boundaries of the described easement area.



SCALE: NA

**EXHIBIT A**

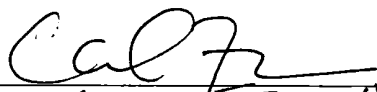
**LENDER'S CONSENT AND SUBORDINATION**

**BLANKET EASEMENT – DAYBREAK VILLAGE 7 PLAT 1**

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN BLANKET EASEMENT, DATED AS OF August 21, 2017, FROM VP DAYBREAK OPERATIONS, LLC TO ROCKY MOUNTAIN POWER, AN UNINCORPORATED DIVISION OF PACIFICORP (THE "EASEMENT") TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE EASEMENT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

**U.S. BANK NATIONAL ASSOCIATION**  
d/b/a Housing Capital Company

By:   
Name: CARL F. SWANSON  
Title: SVP

[SIGNATURE MUST BE NOTARIZED]

[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF FRESNO

On August 21, 2017, before me, **Lori Beckman, a Notary Public**, personally appeared **Carl F. Swanson** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori Beckman*

[SEAL]

