



ENT 12893:2017 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Feb 07 11:35 am FEE 16.00 BY SS  
RECORDED FOR D R HORTON

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

### **BLANKET EASEMENT LEGACY FARMS PLAT 3 C**

For good and valuable consideration, D R Horton, Inc, a Delaware Corporation, (“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:; 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:

A parcel of land lying and situate in the Southeast Quarter of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows: Beginning at a point which is South 00°33'28" West 466.14 feet, along the Section Line, and West 420.80 feet from the East Quarter Corner of said Section 26, and running thence South 00°00'08" West 10.96 feet; thence South 44°59'52" East 7.07 feet; thence South 89°59'52" East 4.00 feet; thence South 00°00'08" West 54.00 feet; thence North 89°59'52" West 4.00 feet; thence South 45°00'08" West 7.07 feet; thence South 00°00'08" West 160.01 feet; thence South 44°59'52" East 7.07 feet; thence East 4.00 feet; thence South 54.00 feet; thence West 4.00 feet; thence South 45°00'08" West 7.07 feet; thence South 0°00'08" 55.00 feet; thence North 89°59'52" West 66.00 feet; thence South 00°00'08" West 15.22 feet; thence South 44°58'09" West 7.08 feet; thence South 89°56'07" West 648.22 feet to the east boundary line of Legacy Farms Plat 2C; thence along said east boundary line the following two (2) courses: (1) South 89°56'07" West 10.00 feet, (2) North 45°01'52" West 7.07 feet to the east boundary line of Legacy Farms Plat 2D; thence along said east boundary line of Legacy Farms Plat 2D the following four (4) courses: (1) North 00°00'08" East 300.19 feet, (2) North 44°58'08" East 7.08 feet, (3) North 89°56'07" East 5.00 feet, (4) North 00°03'53" West 54.00 feet; thence North 89°56'07" East 653.29 feet; thence North 44°58'08" East 7.08 feet; thence North 00°00'08" East 5.00 feet; thence South 89°59'52" East 66.00 feet to the Point of Beginning.

Containing 267,176 square feet / 6.13 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 reasonable 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 limited right of access to the right of way from adjacent lands of Grantor as reasonably necessary 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 at Grantee's expense 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.

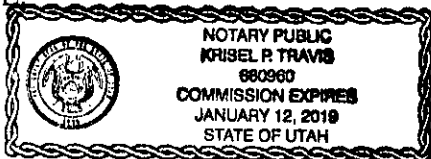
Dated this 1 day of February, 2017.

BA Martin  
D R Horton, Inc. GRANTOR

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 1 day of February 2017, by Boyd A. Martin, in his/her capacity as Vice President of D.R. Horton, Inc.

SEAL:



Krusel R Travis  
Notary Public



