



\*W2793396\*

Return to:  
Rocky Mountain Power  
Lisa Louder/ Ellen Anderson  
Request 6176368 Cottages at Hannum Estates  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

EN 2793396 PG 1 OF 4  
LEANN H KILTS, WEBER COUNTY RECORDER  
16-MAY-16 252 PM FEE \$16.00 DEP JKC  
REC FOR: NORM FROST

**BLANKET EASEMENT**

For good and valuable consideration, John & Janet Holmes Family Living Trust, ("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 Weber 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: 150740008

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE NORTH 352.0 FEET; THENCE WEST 247.5 FEET; THENCE SOUTH 352.0 FEET; THENCE EAST 247.5 FEET TO BEGINNING. SUBJECT TO RIGHT-OF-WAY OVER THAT PORTION WITHIN THE ROADS.

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



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E# 2867185 PG 14 OF 26

**BLANKET EASEMENT**

For good and valuable consideration, John & Janet Holmes Family Living Trust, (“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 Weber 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: 150740008

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE NORTH 352.0 FEET; THENCE WEST 247.5 FEET; THENCE SOUTH 352.0 FEET; THENCE EAST 247.5 FEET TO BEGINNING. SUBJECT TO RIGHT-OF-WAY OVER THAT PORTION WITHIN THE ROADS.

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

ORIGINAL

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 16 day of May, 2016.

John Earl Holmes for Family Living Trust  
JOHN & JANET HOLMES FAMILY LIVING TRUST, GRANTOR  
Janet H. Holmes  
, GRANTOR

**\*\* (CHOOSE APPROPRIATE ACKNOWLEDGEMENT AND DELETE THE OTHERS) \*\*\*\*\***  
*(to delete have to unprotect by going to Review tab, and selecting the Restrict Editing icon in the Protect box. In the dialogue box that opens, click on Stop Protection. When unwanted acknowledgements are deleted as well as this text, if you want to save the form so you can tab to the fields click on Yes, Start Enforcing Protection, and click on OK in the pop up box - no need to enter a password.)*

**Acknowledgement by an Individual Acting on His Own Behalf:**

STATE OF Utah )  
 ) ss.  
County of Davis )

On this 16 day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared John E. Holmes (name), known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (he/she/they) 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.

Scott Teuscher  
\_\_\_\_\_  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: 999 N Hill Blvd, Layton (city, state)  
My Commission Expires: 10/07/2018 (d/m/y)

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

STATE OF Utah )  
 ) ss.  
County of Davis )

On this 16 day of May, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Janet Holmes (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.

Scott Teuscher  
\_\_\_\_\_  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: 999 N Hill Blvd, Layton (city, state)  
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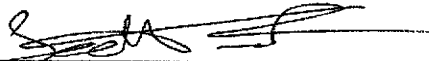
My Commission Expires: 10/07/2018 (d/m/y)

**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF Utah )  
 ) ss.  
County of Deer )

On this 16 day of May, 2018, before me, the undersigned Notary Public in and for said State, personally appeared John & Janet Holmes (representative's name), known or identified to me to be the person whose name is subscribed as Trustee (title/capacity in which instrument is executed) of trust and acknowledged to me that (he/she/they) 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.



(notary signature)



NOTARY PUBLIC FOR Utah (state)

Residing at: 999 W Hill Street, Ogden (city, state)

My Commission Expires: 10/07/2018 (d/m/y)