Return to:
Rocky Mountain Power
Lisa Louder/\_\_<u>Jennifer Petersen</u>
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

## **BLANKET EASEMENT**

For good and valuable consideration, Sterling Land Holdings 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 Box Elder 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: Legal PART OF NW/4 OF NW/4 SEC 03, T 11N, R 03W, SLM. BEG AT A POINT LOCATED 113 FT EAST & 33 FT SOUTH OF NW CORNER SD NW/4 SD SEC 03; SD POINT BEING ON EAST LINE OF CANAL. THENCE SOUTH ALONG SD EAST LINE 1231.20 FT, EAST PARALLEL TO NORTH LINE OF SD SEC 03 TO EAST LINE OF NW/4 OF NW/4 SD SEC 03, NORTH 906.20 FT M/L TO SE CORNER OF C DUANE KERR PROPERTY [05-043-0001], WEST ALONG SOUTH BOUNDARY OF SD KERR PROPERTY 502.80 FT, NORTH 325.00 FT M/L TO SOUTH LINE OF 1200 NORTH ST, WEST 704.2 FT M/L TO POB.

LESS: [05-043-0068] PART OF NW/4 OF SEC 03, T 11N, R 03W, SLM. BEG AT A POINT WHICH LIES S 89\*49'14" E (EAST BY RECORD) ALONG NORTH LINE OF SD SEC 522.05 FT & SOUTH 1078.45 FT FROM NW CORNER OF SD SEC 03. THENCE EAST 395.00 FT, SOUTH 61.09 FT, 166.23 FT ALONG ARC OF A CURVE TO LEFT WITH A RADIUS OF 280.00 FT, DELTA ANGLE OF 34\*00'52" & CHORD LENGTH OF 163.80 FT WHICH BEARS S 17\*00'26" E, S 34\*00'52" E 61.44 FT, 24.23 FT ALONG ARC OF A CURVE RIGHT WITH A RADIUS OF 170.00 FT DELTA ANGLE OF 08\*10'02" & CHORD LENGTH 24.21 FT WHICH BEARS S 29\*55'51" E TO NE CORNER OF LOT 15, ARCHIBALD ESTATES SUBDIVISION, PLT G, AS RECORDED IN BE COUNTY RECORDERS OFFICE, ALONG NORTH LINE OF SD SUBDIVISION IN FOLLOWING FIVE (5) COURSES: 1) S 85\*35'37" W 108.37 FT, 2) S 79\*10'16" W 104.72 FT, 3) S 70\*45'06" W 174.19 FT, 4) S 79\*10'13" W 83.15 FT, 5) S 87\*52'10" W 34.46 FT, NORTH 401.57 FT TO POB.

LESS: [05-043-0069] PART OF NW/4 OF SEC 03, T 11N, R 03W, SLM. BEG AT POINT WHICH LIES S 89\*49'14" E (EAST BY RECORD) ALONG NORTH LINE OF SD SEC 917.06 FT & SOUTH 1077.21 FT FROM NW CORNER SD SEC 03, EAST

60.00 FT, SOUTH 61.09 FT, 130.61 FT ALONG ARC OF CURVE TO LEFT WITH A RADIUS OF 220.00 FT DELTA ANGLE OF 34\*00'52" & CHORD LENGTH OF 128.70 FT WHICH BEARS S 17\*00'26" E, S 34\*00'52" E 61.44 FT, 54.85 FT ALONG ARC OF CURVE TO RIGHT WITH A RADIUS OF 230.00 FT DELTA ANGLE OF 13\*39'51" & A CHORD LENGTH OF 54.72 FT WHICH BEARS S 27\*10'56" E TO NW CORNER LOT 14 OF ARCHIBALD ESTATES SUBDIVISION, PLT G, AS RECORDED IN BE COUNTY RECORDERS OFFICE, S 84\*38'55" W ALONG NORTH LINE OF SD SUB 62.93 FT TO NE CORNER OF LOT 15 OF SD SUBDIVISION, 24.23 FT ALONG ARC OF A CURVE TO LEFT WITH A RADIUS OF 170.00 DELTA ANGLE 08\*10'02" & CHORD LENGTH 24.21 FT WHICH BEARS [N] 29\*55'51" W, N 34\*00'52" W 61.44 FT, 166.23 FT ALONG ARC OF A CURVE TO RIGHT WITH A RADIUS 280.00 FT, DELTA ANGLE OF 34\*00'52" & CHORD LENGTH 163.80 FT WHICH BEARS N 17\*00'26" W, NORTH 61.09 FT TO POB. LESS: [05-043-0087] PART OF THE NW/4 OF SEC 03, T 11N, R 03W, SLB&M. BEGINNING AT THE NORTHWEST CORNER OF LOT 01 OF ARCHIBALD ESTATES PLAT "I", SAID POINT BEING ON THE EAST LINE OF THE BEAR RIVER CANAL, AT A POINT 1486.16 FT S 00°31'17" W ALONG THE SECTION LINE (BASIS OF BEARING) AND 117.37 FT EAST FROM THE NORTHWEST CORNER OF SEC 03, T 11N, R 03W, S.L.B.&M. THENCE N 00°02'43" E 261.40 FT ALONG THE EAST LINE OF SAID CANAL; CONTINUING N 00°46'23" E 94.61 FT ALONG SAID CANAL; S 89°19'22" E 91.85 FT; N 83°36'36" E 34.26 FT; S 89°19'22" E 228.22 FT; N 00°40'38" E 74.98 FT; S 89°19'22" E 236.00 FT; S 00°40'38" W 48.01 FT; S 89°19'22" E 92.00 FT; N 00°40'38" E 419.01 FT; S 89°19'22" E 95.20 FT; 148.06 FT ALONG THE ARC OF A NON-TANGENT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 06°19'39" W 148.00 FT; 168.13 FT ALONG THE ARC OF A 1030.00 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING N 04°32'12" W 167.95 FT; N 00°08'23" E 94.90 FT; 18.05 FT ALONG THE ARC OF A 15.00 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING N 55°22'48" W 16.98 FT; N 89°51'37" W 136.93 FT; 50.96 FT ALONG THE ARC OF A 110.50 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 76°55'45" W 50.50 FT; 125.17 FT ALONG THE ARC OF A 249.50 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 78°05'26" W 123.86 FT; N 00°25'46" E 272.40 FT TO THE SOUTH R/W LINE OF 1000 NORTH STREET; S 89°51'37" E 475.85 FT ALONG SAID R/W LINE TO NORTHWEST CORNER OF THE DUANE C KERR PROPERTY; S 00°29'40" W 325.04 FT TO AN EXISTING FENCE CORNER AT THE SOUTHWEST CORNER OF SAID KERR PROPERTY; S 89°51'37" E 53.00 FT; S 00°08'23" W 159.00 FT; N 89°51'37" W 19.90 FT; S 00°40'38" W 74.00 FT; S 02°35'41" E 134.15 FT; S 00°40'38" W 537.75 FT; S 84°38'55" W 9.62 FT; 21.34 FT ALONG THE ARC OF A 10.50 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 26°25'27" W 17.85 FT; 20.57 FT ALONG THE ARC OF A 170.00 FT RADIUS CURVE TO THE LEFT WITH CHORD BEARING S 35°16'01" E 20.56 FT; 73.37 FT ALONG THE ARC OF A 230.00 FT RADIUS CURVE TO THE RIGHT WITH CHORD BEARING S 29°32'41" E 73.46 FT TO THE NORTHWEST CORNER OF LOT 14 OF ARCHIBALD ESTATES PLAT "G"; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE NORTHERLY LINE OF SAID PLAT G: 1) S 84°38'55" W 62.93 FT; 2) S 85°35'37" W 108.37 FT; 3) S 76°10'16" W 104.72 FT; 4) S 70°45'06" W 174.19 FT; 5) S 76°10'13" W 83.15 FT; 6) S 87°52'10" W 180.00 FT TO THE

NORTHWEST CORNER OF LOT 21 OF SAID ARCHIBALD ESTATES SUBDIVISION PLAT G AND THE NORTHEAST CORNER OF LOT 02 OF ARCHIBALD ESTATES SUBDIVISION PLAT I; WEST 273.13 FT 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.

Ent: 425224 B: 1451 P: 1675 Page 4 of 5

, GRANTOR
Acknowledgment by a Corporation, LLC, or Partnership:
On this day of December 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and for said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and said State, personally appeared 1, 2000, before me, the undersigned Notary Public n and said State, personally appeared 1, 200
N 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 PUBLICATION (state)  Residing at:  My Commission # 715198 (d/m/y)

Dated this 3 day of DECRAPS 2020.

STERLING LAND HOLDINGS LLC, GRANTOR

