

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

BLANKET EASEMENT

For good and valuable consideration, Oakwood Homes of Utah 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 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 located in the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, the Basis of Bearings is N00°24'14"W between the East Quarter Corner and the Northeast Section Corner of Section 24, said parcel being more particularly described as follows:

Beginning at a point West 1647.58 feet and South 124.46 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence S01°04'55"W 95.30 feet to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.28 feet, passing through a central angle of 88°55'05", chord bears S45°32'28"W 21.01 feet; thence S01°46'20"W 47.02 feet to the beginning of a non-tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.85 feet, passing through a central angle of 91°04'55", chord bears S44°27'32"E 21.41 feet; thence S01°04'55"W 139.37 feet to the beginning of a tangent curve to the right, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.57 feet, passing through a central angle of 90°02'43", chord bears S46°06'17"W 21.22 feet; thence S01°03'37"W 66.00 feet; thence N88°52'22"W 28.34 feet to the beginning of a tangent curve to the right, having a radius of 483.00 feet; thence along the arc of said curve a length of 54.91 feet, passing through a central angle of 06°30'49"W, chord bears N85°36'58"W 54.88 feet, to the beginning of a tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 24.14 feet, passing through a central angle of 92°12'56", chord bears S51°31'59"W 21.62 feet; thence N75°19'40"W 47.52 feet to the

beginning of a non-tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 21.97 feet, passing through a central angle of $83^{\circ}54'35''$, chord bears $N35^{\circ}03'49''W$ 20.06 feet; thence $N77^{\circ}01'06''W$ 69.18 feet to the beginning of a tangent curve to the left, having a radius of 417.00 feet; thence along the arc of said curve a length of 93.47 feet, passing through a central angle of $12^{\circ}50'35''$, chord bears $N83^{\circ}26'24''W$ 93.28 feet; thence $N89^{\circ}51'52''W$ 83.00 feet to the beginning of a tangent curve to the left, having a radius of 15.00 feet; thence along the arc of said curve a length of 23.50 feet, passing through a central angle of $89^{\circ}45'27''$, chord bears $S45^{\circ}15'36''W$ 21.17 feet; thence $N89^{\circ}52'59''$ 39.68 feet; thence $N00^{\circ}48'16''E$ 361.19 feet; thence East 472.60 feet to the point of beginning.

Containing 3.937 acres, more or less, and 33 building lots.

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 29th day of September, 2016

Rafael - Glen K Lent
Oakwood Homes of Utah LLC GRANTOR
V.P. of Land

Acknowledgment by a Corporation, LLC, or Partnership:

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

On this 29 day of September, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Glen Lent (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.

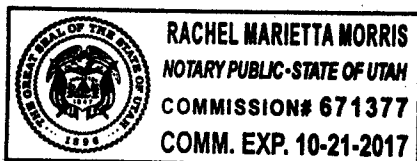
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Rachel M. Morris
(notary signature)

NOTARY PUBLIC FOR Utah (state)

Residing at: Salt Lake City, Utah (city, state)

My Commission Expires: 21/10/2017 (d/m/y)

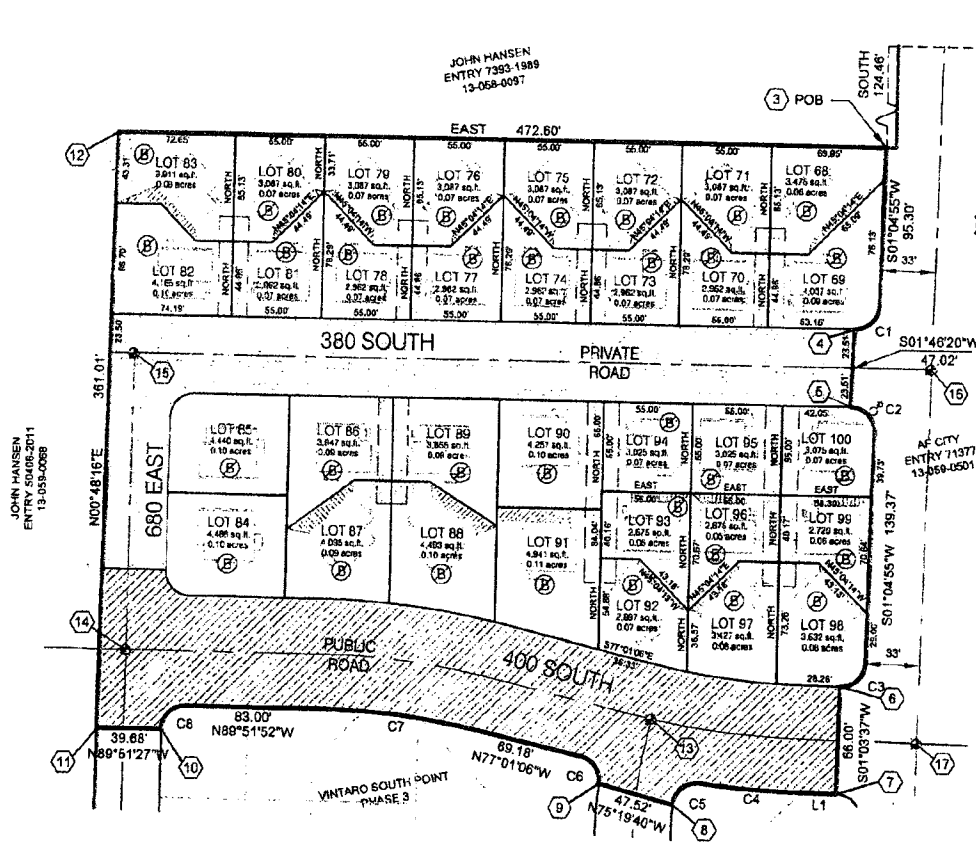


Property Description

Quarter: _____ Quarter: _____ Section: 24, Township 5 S, Range 1 E,
Salt Lake Base and Meridian

County: Utah State: Utah

Parcel Number: 13:059:0060, 13:059:0061, 13:059:063, 13:059:0072,
part of 13:059:0082



CC#: 11421WO#: 6206046

Landowner Name: Oakwood Homes

Drawn by: TW

EXHIBIT A

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.

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE: NTS