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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Attn:
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

13061724
08/28/2019 03:19 PM \$0.00
Book - 10822 Pg - 3672-3674
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: MONE WARDLE
SLC UT 84114-8420
BY: MBP, DEPUTY - WI 3 P.

Perpetual Aerial Easement

Project Name: I-15 NB; Bangerter Hwy to I-215

Tax ID No. 27-01-451-011

PIN No.15669

Project No. S-I15-7(341)295

Parcel No. I15:244:E

For value received, South Towne Storage Company, a Utah corporation, ("Grantor"), of Salt Lake, County of Salt Lake, State of Utah, hereby GRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, ("Grantee"), at 4501 South 2700 West, Salt Lake City, Utah 84114 its successors and assigns, a perpetual aerial easement situate in the SW1/4 SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, for the installation, maintenance and repair of overhead power lines in an air space ranging from 25 feet above the existing grade to 130 feet above the existing grade, and coincident with the boundary of the property described below; and for the blow out of the electrical lines within the easement. The perpetual easement described herein does not convey any right(s) except as stated herein; nor does it prevent landowner and/or successors from using the surface of the real property described herein in any manner consistent with the use permitted by this easement.

Beginning at the southwest corner of said entire tract, at a point 253.23 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1226+46.64; which point is approximately 92.56 feet N.00°05'27"E and 896.51 feet S.89°55'33" W. and 265.22 feet N.00°04'57"W from the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 1 and running N.00°04'57"W. 236.22 feet to the northerly boundary line of said entire tract; thence N.89°48'11"E. 20.73 feet along said northerly boundary line to a point 271.10 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1228+83.14; thence S.00°25'07"E. 236.32 feet to the southerly boundary line of said entire tract at a point 275.34 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1226+48.85 ; thence N.89°55'43"W. 22.12 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract contains 5062 square feet in area or 0.116 acre.

(Note: Rotate above bearings 00°08'45" clockwise to equal Highway bearings).

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Grantee has the right to access the easement from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted. Grantee has the right (without payment) to keep the easement clear of all brush, trees, timber, structures, except the existing building and sign as shown in Exhibit A, which endanger current or future facilities within the easement or impede the activities granted in this easement.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twenty (20) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement. Subject to the foregoing limitations, the surface of the easement may be used for agricultural crops and other purposes not inconsistent with the purposes for which this easement has been granted. 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.

