

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

13602583  
03/19/2021 09:26 AM \$0.00  
Book - 11139 Pg - 4574-4576  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: MONE WARDLE  
SLC UT 84114-8420  
BY: PSA, DEPUTY - WI 3 P.

## **Perpetual Aerial Easement**

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

Tax ID No. 27-01-451-019

PIN No. 15669

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

Parcel No. 115:245:E

For value received, Sandy City, a municipal corporation of the State of Utah ("Grantor"), 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 Lot 1, Wasatch Real Subdivision, according to the official plat thereof, recorded December 29, 2009 as Entry No. 10868244 in Book 2009P on Page 191, in the office of the Salt Lake County Recorder, 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 Lot 1, and running thence N.00°04'57"W. 383.23 feet to the northerly boundary line of said Lot 1; thence N.89°58'48"E. 22.24 feet to a point 268.61 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1232+66.27; thence S.00°08'32"W. 383.19 feet to the southerly boundary line of said Lot 1 at 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.89°51'45"W. 20.73 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 8,233 square feet in area or 0.189 acre.

(Note: Rotate above bearings 00°14'26" clockwise to equal Highway bearings).

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, 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.

IN WITNESS WHEREOF, said Sandy City has caused this instrument to be executed by its proper officers thereunto duly authorized, this 22 day of February, A.D. 2021.

STATE OF UTAH )  
 ) ss. Sandy City  
 ) a municipal corporation of the State of Utah  
COUNTY OF )  
By Kurt Bradburn  
Kurt Bradburn, Mayor

On the date first above written personally appeared before me, Kurt Bradburn, who, being by me duly sworn, did say that he is the Mayor of Sandy City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation, and acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Rhoton Cressall  
Notary Public

