

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

**14034426 B: 11381 P: 5627 Total Pages: 4**  
**10/25/2022 12:54 PM By: dsalazar Fees: \$0.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN - SOUTH JORDAN  
10808 S RIVER FRONT PKWY STE 1 SOUTH JORDAN, UT 840955961

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

## Perpetual Utility Easement

Salt Lake County

Tax ID No. 27-01-401-024

PIN No. 15669

Project No. S-115-7(341)295

Parcel No. 115:252:2E

For value received, Sandy Tech Center One, LLC, a limited liability company 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 utility easement situate in the NW1/4 SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described below; for the purpose of constructing and maintaining utilities and appurtenant parts including, but not limited to, electrical transmission, distribution and service lines, storm drains, sewer, telecommunications, natural gas, culinary and irrigation water facilities; and highway appurtenances including, but not limited to, ATMS fiber optic conduit, slopes, street and signal lighting facilities, directional and traffic information signs. A utility shall have the right to install, inspect, maintain, operate, repair, remove, replace or relocate utility facilities within the easement.

Beginning at the intersection of the southerly boundary line of said entire tract and the easterly highway right of way line of said Project at a point 267.89 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+98.86, which point is which point is 1370.66 feet N.89°59'19"W. along the Quarter Section line and 56.31 feet S.00°02'37"E. and 459.16 feet S.00°02'37"E. and 112.69 feet southwesterly along the arc of a 263.19-foot radius curve to the right (chord bears S.21°14'00"W. 111.83 feet) and 788.33 feet West from the East Quarter corner of said Section 1; and running thence N.00°14'04"W. 56.00 feet along said easterly highway right of way line to a point 270.25 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1243+52.30; thence East 24.08 feet to a point 294.30 feet radially distant easterly from the right of way control line of

Continued on Page 2  
Limited Liability Company Rw-09II (12-01-03)

said Project, opposite approximate Engineers Station 1243+51.13; thence S.01°35'14"W. 56.02 feet to a point in the southerly boundary line of said entire tract being at a point 290.17 feet radially distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1242+97.98; thence West 22.30 feet 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 1,299 square feet in area or 0.030 acre.

(Note: Rotate above bearings 0°14'04" 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 shall be binding upon and shall benefit their respective heirs, successors and assigns Grantor with the consent of the Utah Department of Transportation shall have the right to lessen but not to increase the vertical distance or grade of the cut and/or fill slopes.

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 Tech Center One, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this 3 day of October, A.D. 20 22

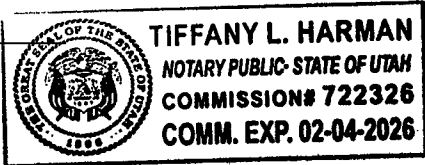
STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

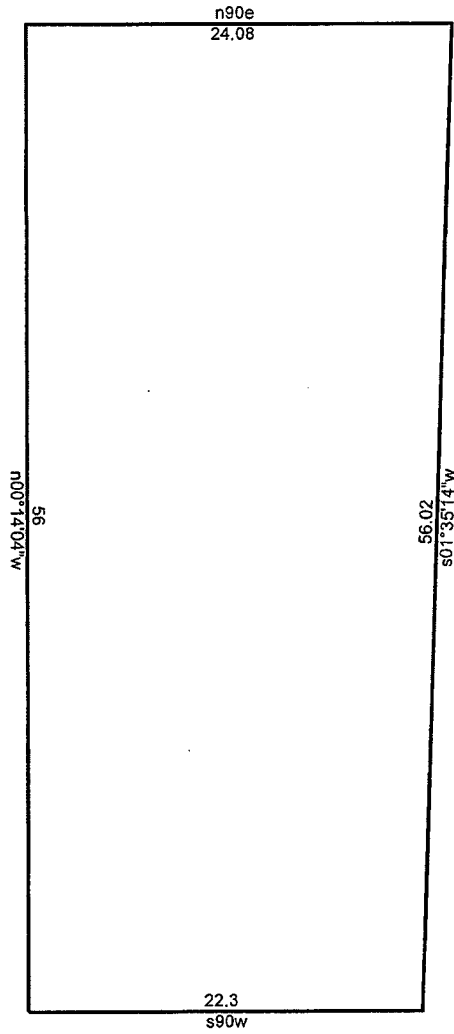
Sandy Tech Center One, LLC  
Limited Liability Company  
By David S. Layton, Manager

On this, the 3 day of October, 2022, personally appeared before me David S. Layton, the undersigned officer, who acknowledged herself/himself to be the manager/a member of Sandy Tech Center One, LLC a Limited Liability Company, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by herself/himself as the manager/a member.

In witness whereof, I hereunto set my hand and official seal.

Tiffany L. Harman  
Notary Public





15669\_S-I15-7(341)295\_29P\_252\_2E\_DeedPlot

4/10/2020

Scale: 1 inch= 10 feet

File: 15669\_S-I15-7(341)295\_29P\_252\_2E\_DeedPlot.ndp

Tract 1: 0.0298 Acres (1299 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/120374), Perimeter=158 ft.

- 01 n00.1404w 56
- 02 n90e 24.08
- 03 s01.3514w 56.02
- 04 s90w 22.3