

WHEN RECORDED, MAIL TO:  
PacifiCorp  
Attn Real Estate C.H.  
1407 W North Temple, Ste 110  
Salt Lake City, UT 84116

Grantor: PacifiCorp  
Grantee: South Jordan City  
Tax Parcel: 26-24-300-009, 26-23-200-002

## PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT

For valuable consideration, PACIFICORP, an Oregon corporation, successor in interest to Utah Power & Light Company, ("Grantor"), hereby grants to South Jordan City, a Utah Municipal corporation ("Grantee") whose address is 1600 W Towne Center Dr, South Jordan, Utah 84095, a perpetual non-exclusive access easement, upon a portion of Grantor's real property in South Jordan City, Salt Lake County, Utah, also known as tax lot 26-23-200-002 (Homeplate Drive) and 26-34-300-009 (Center Field Drive), located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base Meridian (the "Property") for the permitted use described below. The easement area shall be limited to that portion of the Property within the boundaries described in **Exhibit A** (the "Easement Area"). All attached exhibits are made a part of this agreement.

- 1) Permitted Use. Grantee may locate, survey, construct, maintain, repair, replace, protect, inspect, remove and operate a public access road, without utilities (collectively, the "Facilities"), on, over, and across the Easement Area (the "Permitted Use").
- 2) Grantee's Use of Easement Area. Grantee must install its Facilities consistent in all material ways with the plans attached as **Exhibit B** and in compliance with all applicable federal, state, or local statutory, regulatory and/or permitting requirements. In its use of the Easement Area, Grantee shall:
  - a) Protect its Facilities from Grantor's use of equipment weighing in excess of 50 tons.
  - b) Install Facilities such that the ground is stable enough for equipment weighing more than 50 tons.
  - c) Install high-back type curb and gutter, including a 30-foot curb cut on both sides of the Easement Area located at a place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's facilities. The curb and gutter, and curb cuts will be installed to withstand Grantor's equipment weighing more than 50 tons.
  - d) Not place or allow to be placed any trees or other vegetation within the Easement Area exceeding 12 feet in height. Grantee shall be responsible at its sole expense for removing any trees or vegetation that exceeds the twelve (12) foot limitation.
  - e) Not place any landscaping within 50 feet of Grantor's electrical structures including guys and anchors.

PROPERTY; THENCE SOUTH 89°36'20" EAST, ALONG SAID NORTH LINE, 10.00 FEET; THENCE SOUTH 00°34'45" EAST 199.36 FEET TO A POINT OF A TANGENT 503.71 FEET RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 171.92 FEET THROUGH A CENTRAL ANGLE OF 19°33'19" (CHORD BEARS SOUTH 10°21'25" EAST 171.09 FEET) TO A POINT OF A TANGENT 477.00 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 170.97 FEET THROUGH A CENTRAL ANGLE OF 20°32'13" (CHORD BEARS SOUTH 09°51'57" EAST 170.06 FEET); THENCE SOUTH 00°24'11" WEST, A DISTANCE OF 8.35 FEET TO THE SOUTH LINE OF SAID BOARD OF EDUCATION OF THE GRANITE SCHOOL DISTRICT AND THE POINT OF BEGINNING.

CONTAINS 5,506 SQUARE FEET OR 0.126 ACRES, MORE OR LESS.

NOTE: SIDELINES SHALL BE LENGTHENED OR SHORTENED TO MEET ANGLE POINTS AND TO TERMINATE AT GRANTOR'S PARCEL BOUNDARY AS DESCRIBED IN SAID DEED.

Assessor Parcel No. 14-29-151-016-0000

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.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, 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.

Dated this 9 day of Dec, 2024.

  
\_\_\_\_\_  
*Board of Education of Granite School District,* GRANTOR

  
\_\_\_\_\_  
*Board of Education of Granite School District,* GRANTOR

**Acknowledgment by a Corporation, LLC, or Partnership:**

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

On this 3 day of December, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Nicole McDermott / Todd Hauber (name), known or identified to me to be the Board President / Business Administrator (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 Granite School District (entity name), and acknowledged to me that said entity executed the same.

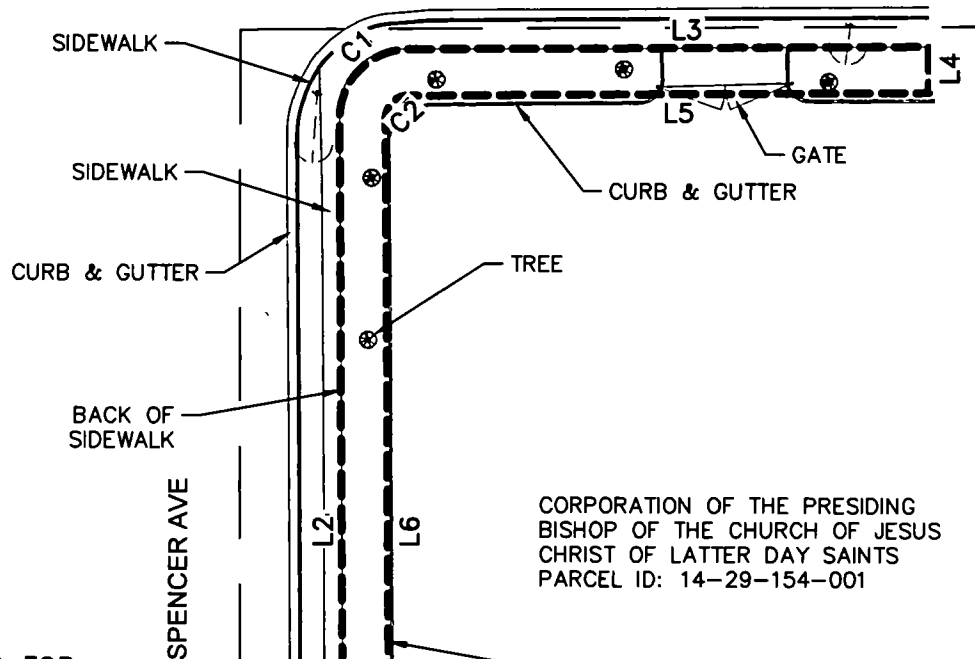
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Stacy Bushell  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake County (city, state)  
My Commission Expires: 4/01/2028 (d/m/y)

# CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS POWER EASEMENT EXHIBIT



SEE SHEET 2 OF 2 FOR  
LINE AND CURVE TABLE

BOARD OF EDUCATION OF THE  
GRANITE SCHOOL DISTRICT  
ENTRY NO. 11197021  
BOOK: 9930  
PAGE: 2904-2905

CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER DAY SAINTS  
PARCEL ID: 14-29-154-001

WEST QUARTER CORNER OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

N89°36'20"W 2642.64'  
(MEASURED MON TO MON)  
BASIS OF BEARINGS

CENTER OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

STREET SIGN

N89°36'20"W  
65.29' (TIE)

N0°23'40"E  
568.10' (TIE)

N89°36'20"W  
2600.64' (TIE)

3100 SOUTH STREET



PROJECT NAME  
CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER DAY SAINTS

DRAWN  
DCC

CHECKED  
SWD

PROJECT #  
24104

DATE  
3/27/2024

SCALE  
1" = 40'

SHEET  
1 OF 2

FILE NAME:  
G:\DATA\24104 Magna Easement Survey - PacifiCorp\dwg\24104 Magna Easement.dwg