

WHEN RECORDED MAIL TO

Snell & Wilmer L.L.P.
Attn: Michael Hutchings
15 West South Temple Street, Suite 1200
Salt Lake City, UT 84101

Parcel ID No(s). 27-01-476-031; 27-01-476-030;
27-01-476-021

(Space Above For Recorder's Use)

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT (this “**Agreement**”) is made as of January 15, 2025 (“**Effective Date**”), by and between SANDY PARKING PROPERTIES LLC, a Utah limited liability partnership (“**Grantor**”), and SANDY REAL LAND, LLC, a Utah limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Grantor is the fee simple owner of that certain real property located in Sandy City, Salt Lake County, State of Utah, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the “**Grantor Property**”);

B. Grantee is the fee simple owner of that certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the “**Grantee Property**”); and

C. Grantee desires to obtain and Grantor is willing to convey an easement over a portion of the Grantor Property, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into and shall constitute a part of this Agreement, and the mutual covenants set forth herein, the Parties agree as follows:

1. **Grant of Easement.** Grantor does hereby convey and grant for the benefit of and appurtenant to the Grantee Property an exclusive right-of-way easement (the “**Easement**”) over and across that portion of the Grantor Property more particularly described on Exhibit C-1 and depicted on Exhibit C-2 attached hereto (the “**Easement Area**”). The purpose of the Easement is for: (i) Grantee to construct, reconstruct, erect, install, improve, upgrade, enlarge, replace, relocate, maintain, or replace certain electric facilities (“**Facilities**”) located over, under, and upon the Easement Area; and (ii) Grantee and Grantee’s Agents to access the Facilities upon the Easement Area for the purposes stated herein. As used herein the term “**Agents**” means the respective Party’s successors, tenants, subtenants, contractors, agents, invitees, employees, and licensees.

2. **Maintenance; Improvements.** Grantee, at its sole cost and expense, is responsible for the maintenance and repair of the Easement Area and the Facilities located thereon. Grantee shall promptly repair any damage to the Easement Area caused by Grantee and/or Grantee's Agents. Grantor shall promptly repair any damage to the Easement Area caused by Grantor. Grantor shall not install any improvements within the Easement Area without Grantee's written consent, which consent may be withheld in Grantee's sole and absolute discretion.

3. **Indemnification.**

- a. Grantee shall indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates' officers, directors, employees, managers, members, agents and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantee and/or Grantee's Agents; (ii) any entry onto the Easement Area by Grantee and/or Grantee's Agents; (iii) any default of Grantee and/or Grantee's Agents in any of the obligations set forth in this Agreement, and (iv) any work performed on the Easement Area by Grantee and/or Grantee's Agents.
- b. Grantor shall indemnify, save, defend (with counsel reasonably acceptable to Grantee) and hold harmless Grantee, and any entity controlling, controlled by, or under control with Grantee, and its and their affiliates' officers, directors, employees, managers, members, agents and servants from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantee as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantor and/or Grantor's Agents; (ii) any entry onto the Easement Area by Grantor and/or Grantor's Agents; (iii) any default of Grantor and/or Grantor's Agents in any of the obligations set forth in this Agreement, and (iv) any work performed on the Easement Area by Grantor and/or Grantor's Agents.

4. **Liens.** Grantee shall keep the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee.

5. **Covenants Running with the Land.** All provisions of this Agreement, including the benefits and burdens, are expressly declared to touch and concern and run with the land, with the Grantee Property being the dominant estate and the Easement Area being the servient estate, and are binding upon and shall inure to the benefit of each of Grantor and Grantee, and their respective successors and assigns. All easements granted in this Agreement are appurtenant and not in gross. All easements granted in this Agreement are irrevocable and perpetual.

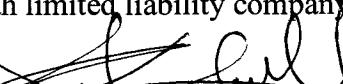
6. **Miscellaneous.** No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the owners of the Grantor Property and Grantee Property. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on either Party. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

SANDY PARKING PROPERTIES LLC,
a Utah limited liability company

By: 

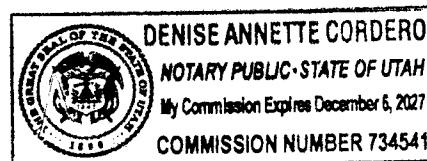
Name: John Kimball

Its: President

STATE OF Utah)
COUNTY OF Salt Lake) ss:

The foregoing instrument was acknowledged before me this 24 day of January, 2025, by John Kimball as President of Sandy Parking Properties LLC, a Utah limited liability company.

[Signatures and Acknowledgments Continue on the Following Page]



GRANTEE:

SANDY REAL LAND, LLC,
a Utah limited liability company

By: John Kimball
Name: John Kimball
Its: PRESIDENT

STATE OF Utah)
COUNTY OF Salt Lake) ss:

The foregoing instrument was acknowledged before me this 24 day of January, 2025, by
John Kimball as President of Sandy Real Property, LLC, a Utah limited liability
company.

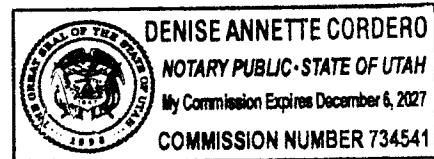


EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

That certain real property located in Salt Lake County, State of Utah, and more particularly described as:

Beginning South 89°55'33" West 359.91 feet and North 0°43'03" West 33 feet and North 89°50'35" East 90.77 feet and North 0°05'05" West 26.97 feet and North 88°11'44" West 930.5 feet from the Southeast corner of Section 1, Township 3 South, Range 1 West, Salt Lake Meridian, thence North 0°43'03" West 450 feet, thence South 89°55'33" West 149 feet; thence South 0°43'03" East 450 feet; thence North 89°55'33" East 149 feet to beginning.

Less and excepting a parcel of land located in the Southeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as beginning at a point which is North 89°55'33" East 1046.96 feet and North 33.00 feet from a found brass cap monument at the intersection of 9400 South Street and Monroe Street, said point of beginning also being North 86°26'04" East 1457.28 feet from the South one quarter corner of said Section 1, and running thence South 89°55'33" West 149.01 feet; thence North 00°43'03" West 7.00 feet; thence North 89°55'33" East 149.01 feet; thence South 00°43'03" East 7.00 feet to the point of beginning.

(For Reference Purposes Only)
Salt Lake County Tax Parcel ID No.: 27-01-476-031

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

That certain real property located in Salt Lake County, State of Utah, and more particularly described as:

Parcel 1

A parcel of land located in the Southeast quarter of the Southeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows: Beginning at a point on the North line of 9400 South Street, said point being North 89°55'33" West 216.40 feet along the monument line and North 33.00 feet from the Salt Lake county Surveyor's Monument located North 89°50'35" East 90.77 feet (South 89°59'54" East 90.64 feet by Area Reference Plat), North 00°05'05" West 26.97 feet (North 00°02'40" East 33.00 feet by A.R.P.) and North 88°11'44" West 930.50 feet from the Southeast corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said monument also being North 89°55'33" East 1407.56 feet (1407.15 feet A.R.P.) from an existing Salt Lake County monument at the intersection of 9400 South Street and 255 West Street, and running thence North 447.00 feet along an existing fence; thence North 88°56'11" West 149.58 feet along an existing fence; thence South 00°43'03" East 450.00 feet along an existing fence to the North line of 9400 South Street; thence along said North line North 89°55'3" East 143.92 feet to the point of beginning. LESS AND EXCEPTING a parcel of land located in the Southeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as beginning at a point which is North 89°55'33" East 1046.96 feet and North 33.00 feet from a found brass cap monument at the intersection of 9400 South Street and Monroe Street, said point of beginning also being North 86°26'04" East 1457.28 feet from the South one quarter corner of said Section 1, and running thence North 00°43'03" West 7.00 feet; thence North 89°55'33" East 144.06 feet; thence South 7.00 feet; thence South 89°55'33" West 143.97 feet to the point of beginning.

(For Reference Purposes Only)
Salt Lake County Tax Parcel ID No.: 27-01-476-030

Parcel 2

Beginning at a point on the North line of 9400 South Street, said point being South 89°55'33" West 117.40 feet along the monument line and North 40.00 feet from the Salt Lake County Surveyor's monument located North 89°50'35" East 90.77 feet (South 89°59'54" East 90.64 feet by Area Reference Plat), North 00°05'05" West 26.97 feet (North 00°02'40" East 33.00 feet by Area Reference Plat), and North 88°11'44" West 930.50 feet from the Southeast corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said monument also being North 89°55'33" East 1407.56 feet (1407/15 A.R.P.) from an existing Salt Lake County Monument at the intersection of 9400 South Street and 255 West Street; and running thence North 438.00 feet along an existing fence; thence North 88°55'01" West 99.02 feet along an existing fence; thence South 440.00 feet along an existing fence to the North line of 9400 South Street; thence North 89°55'33" East 99.00 feet to the point of beginning.

(For Reference Purposes Only)
Salt Lake County Tax Parcel ID No.: 27-01-476-021

EXHIBIT C-1

LEGAL DESCRIPTION OF EASEMENT AREA

A parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point of beginning that is North 00°43'00" West 440 feet from a point on the north line of 9400 South Street, said point on the north line of 9400 South Street, being South 89°55'33" West 359.91 feet along the monument line and North 00°43'03" West 33.00 feet from the Salt Lake County Surveyor's monument located North 89°50'35" East 90.77 feet (South 89°59'54" East 90.64 feet by Area Reference Plat), North 00°05'05" West 26.97 feet (North 00°02'40" East 33.00 feet by A.R.P.) and North 88°11'44" West 930.50 feet from the Southeast Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said monument also being North 89°55'33 East 1407.56 feet (1407.15 feet A.R.P.) from an existing Salt Lake County monument at the intersection of 9400 South Street and 255 West Street, and running thence North 00°43'03" West 450.00 feet along on existing fence;

Thence North 00°43'00" West 10.00 feet along an existing fence; thence North 89°55'33" West 10.00 feet; thence South 00°43'03" East 10.00 feet; thence North 89°55'33" East 10.00 feet to the point of BEGINNING.

EXHIBIT C-2
DEPICTION OF EASEMENT AREA

