

PREPARED BY AND WHEN
RECORDED PLEASE RETURN TO:

Robert A. McConnell
Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Tax Parcel Nos: 59-058-0001
59-058-0002

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of the 3 day of March, 2020, between Stadion LLC, a Delaware limited liability company (“**Grantor**”), and CV Properties, L.C., a Utah limited liability company (“**Grantee**”). (Grantor and Grantee are sometimes referred to in this Agreement collectively as the “**Parties**,” and individually as a “**Party**.”)

RECITALS

A. Grantor owns that certain parcel of real property located in Utah County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Grantor Parcel**”).

B. Grantee owns that certain parcel of real property located in Utah County, Utah, and adjoining the Grantor Parcel, more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the “**Grantee Parcel**”).

C. The Parties desire to establish easements providing for ingress and egress and the installation, maintenance, repair, and replacement of certain utilities over, across, under, and through the Grantor Parcel for the benefit of Grantee Parcel in accordance with, and subject to, this Agreement.

D. The purpose of this Agreement is to allow Grantee to install and service power transmission lines and such other improvements as may be necessary to provide electric power to Grantee Parcel, over and across the designated area of Grantor Parcel from the Grantee Parcel from the current or future power substations and transmission lines, as identified on the survey attached hereto as Exhibit C and incorporated herein by this reference (the “**Survey**”).

TERMS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Easements.

1.1 Utility Easement. Grantor hereby grants to Grantee a perpetual, exclusive (except as to Grantor and its agents) right-of-way and easement for utilities (the “**Utility Easement**”) to install, construct, maintain, repair, replace, and operate the following power transmission and related utility facilities: electric power transmission lines and the like, to such specifications as Grantee deems necessary to provide electric power service to the Grantee's Parcel (collectively, the “**Utility Facilities**”), over and across that portion of the Grantor Parcel described and depicted on the Survey (the “**Utility Easement Area**”). It is anticipated the Easement Area will comprise a 250-foot by 250-foot (62,500 square foot) parcel of land as further identified on the Survey. Grantee shall install, construct, maintain, repair, replace, and operate the Utility Facilities in a good and safe condition and in compliance with all applicable laws, rules, regulations, and ordinances. So long as Grantor does not damage, disturb, alter, or interfere with the Utility Facilities in any way, Grantor retains its rights with respect to the Utility Easement Area.

1.2 Access Easement. Grantor hereby grants to Grantee a perpetual, exclusive (except as to Grantor and its agents) right-of-way and easement for pedestrian and vehicular ingress and egress (the “**Access Easement**,” and collectively with the Utility Easement, the “**Easements**”), on, over, and across those portions of the Grantor Parcel that are on or immediately adjacent to the Utility Easement Area or that are reasonably necessary to access the Utility Easement Area for such purposes as are necessary for Grantee's use and enjoyment of the Utility Easement. So long as Grantor does not damage, disturb, alter or interfere with the Access Easement in any way, Grantor retains its rights with respect to the Access Easement area.

1.3 The Easements shall include the present and (without payment therefor) future right for Grantee to keep the Easements clear of all brush, trees, timber, structures, buildings, and other hazards which might endanger the Utility Facilities or unreasonably impede Grantee's use thereof. 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 Utility Easement Area. Subject to the foregoing limitations, the surface of the Utility Easement Area may be used for access roads, parking lots, landscaping, agricultural crops, and other purposes not inconsistent, as reasonably determined by Grantee, with the purposes for which the Easements have been granted.

1.4 The Easements shall constitute a covenant running with the land, and shall burden the Grantor's Parcel for the benefit of the Grantee Parcel and such other utility providers who locate their facilities within the Utility Easement Area in order to service the Grantee's facilities and improvements.

2. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Grantor Parcel or Grantee Parcels for the general public or for any public purpose whatsoever (excepting the installation of utilities owned by public or quasi-public utility providers), it being the intention of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.



3. **Mutual Cooperation.** Each Party agrees to execute any and all documents and writings which may be necessary or expedient to carry out the intent of this Agreement, to do such other acts as will further the purposes hereof, and to refrain from any actions which would impede or otherwise interfere with the other party with respect to the performance of its duties and obligations hereunder. Such cooperation shall include, if required, the execution of such other easements as are reasonably required by a public or quasi-public utility provider in order to install, construct, maintain, repair, replace, and operate such provider's facilities within the Easement Area.

4. **General Provisions.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah, without regard to conflict of law principles. In the event of a lawsuit arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including attorney fees, incurred in that lawsuit, including any appeals. This Agreement shall inure to the benefit of, and be binding on, each Party and the heirs, personal representatives, successors, and assigns of each Party. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Recitals set forth above are hereby incorporated herein by this reference, and each of the Parties represents and warrants to the other Parties that the statements set forth in the Recitals with respect to it are true and correct. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each Party represents and warrants that it has all approvals and consents necessary for it to enter into this Agreement.

[Signature blocks appear on the next two pages.]

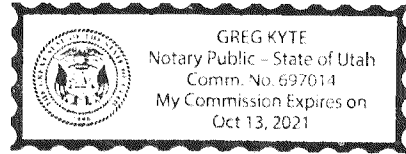
GRANTEE:

CV PROPERTIES, L.C.,
a Utah limited liability company

By: Mark A. Fullmer
Name: Mark A. Fullmer
Title: Manager

The foregoing instrument was acknowledged before me this 3 day of ~~February~~^{March}, 2020, by Mark A. Fullmer, a Manager of CV Properties, L.C., a Utah limited liability company.

[Signature]
Notary Public





GRANTOR:

STADION LLC,
a Delaware limited liability company

By: [Signature]
Name: Rachel A. Peterson
Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } ss.
COUNTY OF San Mateo }

On Dec. 17, 2019, before me, Jacqueline Dory, notary public, personally appeared Rachel A Peterson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature] (Seal)

EXHIBIT "A"

DESCRIPTION OF GRANTOR PARCEL

That certain real property located in Utah County, Utah and more particularly described as follows:

Lot 1, Steeplechase Eagle Mountain Amended Subdivision, according to the official plat thereof, recorded October 29, 2018, as Entry No. 103717:2018, Map No. 16307, in the office of the Utah County Recorder; situate in the SW1/4 SW1/4 of Section 25, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

DESCRIPTION OF GRANTEE PARCEL

That certain real property located in Utah County, Utah and more particularly described as follows:

Parcel 1:

The South one-half (1/2) of Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Parcel 2:

The Northwest Quarter of Section 26, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

Tax Parcel Nos. 59-058-0001 & 59-058-0002

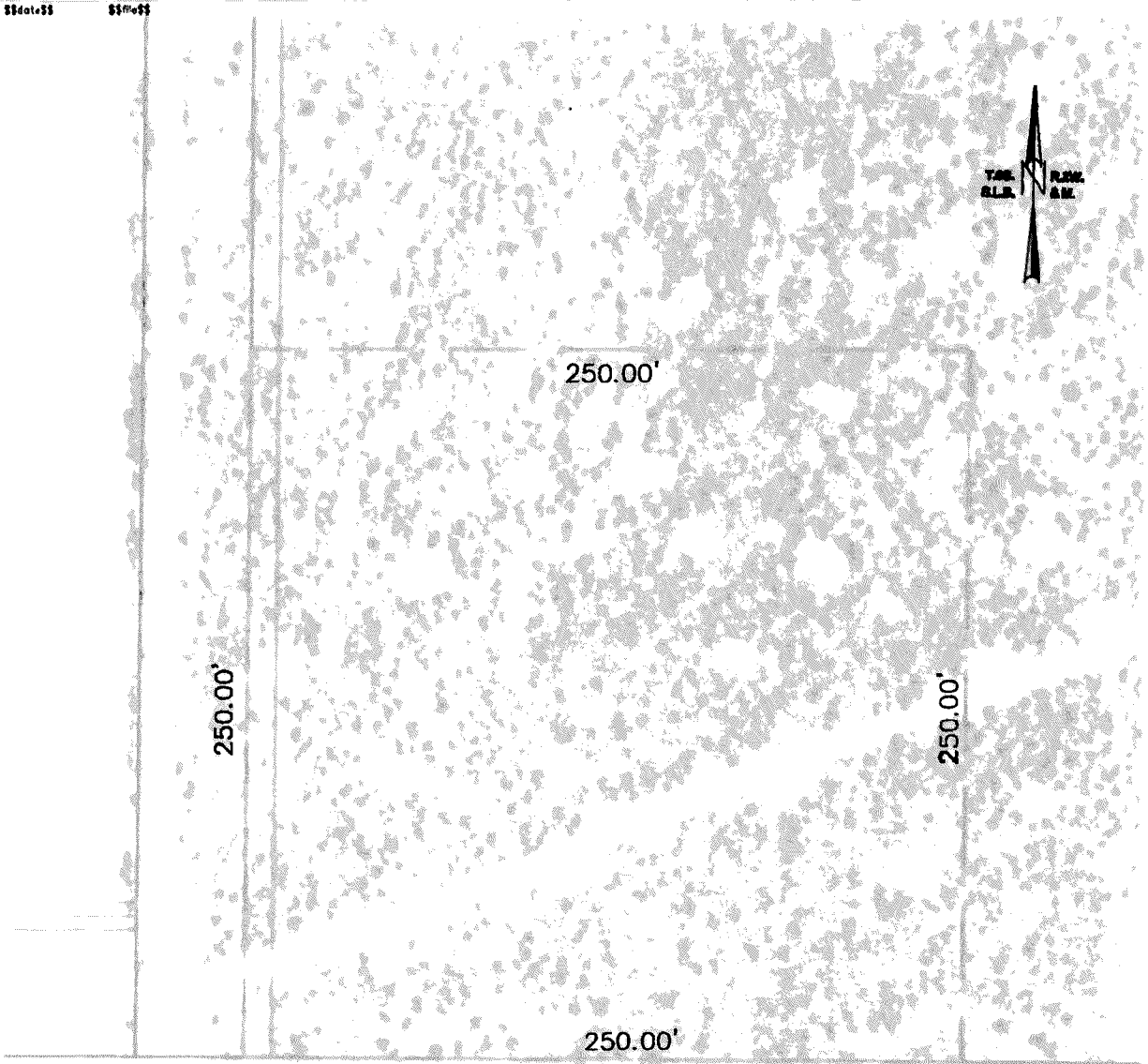
EXHIBIT "C"

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

A perpetual easement upon part of an entire tract of property situate in Lot 1, Steeplechase Eagle Mountain Amended Subdivision, according to the official plat thereof, recorded October 29, 2018, as Entry No. 103717:2018, Map No.16307, in the office of the Utah County Recorder, situate in the SW1/4 SW1/4 of Section 25, Township 6 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said part of an entire tract are described as follows:

Beginning at the Southwest corner of said Lot 1; and running thence N.00°15'53"E. 250.00 feet along the westerly boundary line of said Lot 1; thence S.89°21'40"E. 250.00 feet; thence S.00°15'53"W. 250.00 feet to southerly boundary line of said Lot 1 and the southerly line of said Section 25; thence N.89°21'40"W. 250.00 feet along said Section line to the point of beginning.

The above described part of an entire tract contains 1.435 acres.



STADION LLC TRANSMISSION LINE AERIAL EASEMENT AREA EXHIBIT

TAX ID # 68:857:0001

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|--------------------------------------|---|------------------------------------|----------------------|
| SHEET NO. <u>1</u> | COUNTY UTAH | PROPERTY OWNER: STADION LLC | DRAWN BY: ANP |
| PROJECT DATA CENTER EASEMENTS | PROPERTY ADDRESS: EAGLE MOUNTAIN, UT 84005 | CHECKED BY: | |
| PROJECT NUMBER | PK NUMBER | HORROCKS ENGINEERS | QC CHECKED BY: |