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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FABIAN & CLENDENIN
BY: eCASH, DEPUTY - EF 6 P.

Parcel ID's: 29-08-400-002

EASEMENT AGREEMENT

This Easement Agreement (the "**Easement Agreement**") is entered into as of this ^{8TH} day of OCTOBER, 2020 by and between, Perpetual Storage, Inc., a Utah corporation, with its principal business at 6279 East Little Cottonwood Canyon Road, Sandy, Utah 84092 ("**Grantor**"), and Hydro Holdings, LLC, with its principal address at 9072 South Greenhills Dr., Cottonwood Heights, UT 84093 ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**," and may sometimes singly be referred to herein as a "**Party**."

RECITALS:

- A. Grantor has historically permitted Grantee, among other things, to utilize the Easement Area (as defined below) for electrical power and communication equipment. Such use was permissive and not adverse.
- B. Grantee now desires to obtain a formal easement to use the Easement Area for electrical power and communication equipment, and Grantor is willing to grant such easement on a non-exclusive basis and on the terms and conditions set forth in this Easement Agreement.
- C. Grantor's property is located in Salt Lake County, Utah and more particularly described as follows:

THAT PORTION OF WASATCH #7 & #9 PLACER MINING CLAIMS SURVEY #6379 LYING N OF LITTLE COTTONWOOD HIGHWAY & THAT PORTION OF WASATCH #14 PLACER MINING CLAIM LYING N OF LITTLE COTTONWOOD HIGHWAY & E OF FOLLOWING; BEG AT COR #1 WASATCH #5 PLACER MINING CLAIM SURVEY #6379 FT & RUNNING S TO N LINE OF LITTLE COTTONWOOD HIGHWAY.

NOW THEREFORE, for valuable consideration including the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Grant of Easement and Purpose.** Grantor grants to Grantee a non-exclusive, perpetual access and occupational easement exclusively for Grantees existing and future electrical power transmission equipment and communication lines and equipment including transformers, reclosers, switch gear boxes, metering boxes, underground conduits and lines, and poles and overhead lines, and any and all related facilities ("**Grantee's Equipment**"), and the maintenance, repair and replacement of the same, on, over, under, and across Grantor's following described property located in Salt Lake County, State of Utah also approximately

identified as the triangular salmon colored shaded area on the map attached hereto as Exhibit "A" (the "Easement Area"):

SAID EASEMENT IS LOCATED IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 EAST S.L.B.&M.

BEGINNING AT A POINT WHICH IS SOUTH 85°59'59" EAST 9461.17 FEET FROM THE EAST QUARTER OF SECTION 12 TOWNSHIP 3 SOUTH 1 EAST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 69°21'34" EAST 210.27 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 210; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTHWESTERLY ALONG A 650 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 65°55'54" WEST 56.86 FEET), THROUGH A CENTRAL ANGLE OF 5°00'49", A DISTANCE OF 56.88 FEET; THENCE NORTH 69°21'34" WEST 113.56 FEET; THENCE SOUTH 26°21'12" WEST 39.31 FEET; THENCE SOUTH 66°02'16" EAST 65.28 FEET TO THE NORTHERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 210; THENCE ALONG SAID RIGHT OF WAY LINE FOLLOWING 2 COURSES, 1) SOUTH 73°07'34" WEST 69.15 FEET, 2) SOUTHWESTERLY ALONG A 600 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 74°13'50" WEST 23.13 FEET), THROUGH A CENTRAL ANGLE OF 2°12'32", A DISTANCE OF 23.13 FEET; THENCE NORTH 66°02'16" WEST 57.74 FEET; THENCE NORTH 26°21'12" EAST 136.06 FEET TO THE POINT OF TERMINUS.

CONTAINS: 15,469 SQ. FT.

THE BASIS OF BEARING FOR THIS DESCRIPTION WAS MEASURED BETWEEN THE FOUND CENTER MONUMENT OF SECTION 12 TOWNSHIP 3 SOUTH, RANGE 1 EAST, SLB&M AND THE FOUND MONUMENT AT THE EAST QUARTER SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SLB&M

2. **Additional Limitations.** It is recognized that other third parties may also utilize the Easement Area. Grantee shall not alter the Easement Area in any way that would negatively affect the Easement area or Grantor's or other's existing or future reasonable use thereof. Grantee shall not block access, nor incumber the Easement Area with any unnecessary permanent equipment. All of Grantee's Equipment shall be placed in the same approximate location as the same are placed as of the date of this Easement Agreement. Grantee's future Equipment shall be placed with the utmost care and respect to absolute ease of use for Grantor's access and use of its property and the use of the Easement Area by other permitted third parties. Grantee shall not store any type of unused equipment, vehicles, or similar items that would block access or physically incumber any of the Easement Area for any reason than the necessary maintenance and repair of Grantee's Equipment. All of Grantee's Equipment that is no longer in use shall be promptly removed by Grantee at its expense. Grantee shall not use Easement Area in any way other than to provide the placement, repair, maintenance and replacement of Grantee's Equipment in order for Grantee to reasonably continue typical use of tying its Hydro Electric power plant to the power grid. Grantee shall not utilize the Easement area other than as specified in this Easement Agreement.

Grantor shall not alter or use the Easement Area in any way that would materially negatively impact Grantee's existing use of the same, other than Grantor's maintenance of its equipment and maintenance and/or improvement of its existing old road which crosses the Easement Area. Grantor may use the Easement Area for any lawful purpose.

3. **Term.** The easement granted herein is perpetual (the "Term").

4. **Old Road Not to Be Blocked.** Notwithstanding anything else in this Easement Agreement to the contrary, Grantee shall not place any of its supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore, and pads, gates, transformers, switches, switch gear boxes, vaults, cabinets or other equipment of any kind ("Power Structures") over the old existing private road on Grantor's property in the Easement Area any closer to the Southwestern edge of the old existing private road than any such Power Structures now exist as of the date of this Easement Agreement .

5. **Overhead Lines and Poles and Underground Conduits and Lines.** All overhead lines and all poles and towers within the easement shall be constructed at least high enough to accommodate a standard fire engine used in fighting forest fires going thereunder without any obstruction, and shall be constructed to meet or exceed Fire High Consequence Area (FHCA) design standards. All underground conduits and lines shall be deep enough that improving the old road will not damage the same.

6. **Reservation.** Grantor reserves the right to use the land encumbered by this Easement so long as such use does not unreasonably interfere, conflict, or hinder the uses or rights granted herein.

7. **Removal of Brush, etc.** So long as the this Easement Agreement is in force, Grantee shall have the present and future right (without payment therefore) to keep the Easement Corridor clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities as authorized by this Easement Agreement. Grantor shall have no responsibility to keep the Easement Corridor clear of brush, trees and timber. Grantee shall be responsible, at its sole expense, for any damage caused by run-off water, including mud and rock slides, from any areas within the Easement Corridor exposed by the clearing the Easement Corridor or from the placement, repair, maintenance, replacement of any power lines or poles or any other facilities or structures on the Easement Corridor.

8. **Restoration.** Grantee shall reseed and/or restore any natural vegetation to its approximate preconstruction condition which is or will be damaged or destroyed by placing, repairing, or replacing any of Grantee's power or communication equipment or lines at Grantee's expense and within a reasonable time.

9. **Non-Obstruction.** At no time shall Grantor, light any fires, on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for naturally occurring vegetation and for other purposes not inconsistent with the purposes for which this Easement has been granted. By use of this access

and occupational easement or maintenance or repair of its equipment, conduits or lines, Grantee agrees not to hinder Grantor's or any other party's use of their equipment or damage or destroy any of the equipment, poles, conduits and lines owned by Grantor or any other party utilizing this same Easement Area.

10. Superseding Effect. This Easement Agreement and the easements and rights granted herein in all respects amend, supersede and replace all prior rights to use, easements, easement agreements and all other rights in their entirety, whether oral or written, between the Parties, covering the same subject matter and covering all power and communication equipment, poles and lines across or under any of Grantor's property. All prior agreements, whether oral or written, between the same Parties regarding power and communication equipment, poles lines and conduits are hereby cancelled, terminated and are of no further force or effect.

11. Waiver of Right to Jury Trial. 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.

12. Abandonment. Notwithstanding anything else in the Easement Agreement, if Grantee ceases to use the Easement Area for a period of three (3) consecutive years, this Easement Agreement shall terminate thirty (30) days thereafter. Upon termination, Grantee shall remove all power and communication equipment, boxes facilities and lines and restore the land as near as possible to its condition prior to Grantee's use thereof or, with Grantors' prior written permission, leave all or a portion power and communication equipment, boxes facilities and lines in place and relinquish all right, title, and interest to the same to Grantor or its successors and assigns, as applicable.

13. Taxes and Assessments. Grantors' real property taxes levied on Grantors' land may be appropriately reduced as determined by the Salt Lake County Assessor as a result of Grantor's conveying this Easement to Grantee and Grantee's use of the same.

14. Litigation Expense. If any suit or action arising out of or related to this Easement Agreement or Grantee's use of the Easement is brought by any Party, the prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

15. Easement Runs with Land. This Easement Agreement and the Easements and the rights and obligations granted, conveyed and entered into hereby, run with the land and inures to the benefit of and is binding on the successors and assigns of each of the respective Parties.

GRANTOR:

Perpetual Storage, Inc.

By: Patrick D. Lynch

Its: Patrick D. Lynch
co-owner

GRANTEE:

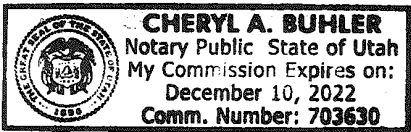
Hydro Holdings, LLC

By: James Williams

Its: Manager

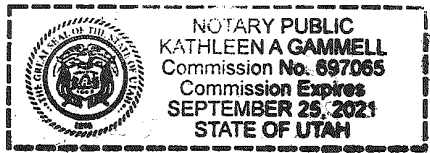
STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of Oct, 2020, by Patrick D Lynch in his representative capacity as the co-owner of Perpetual Storage, Inc.



14th
Cheryl A Buhler
Notary Public

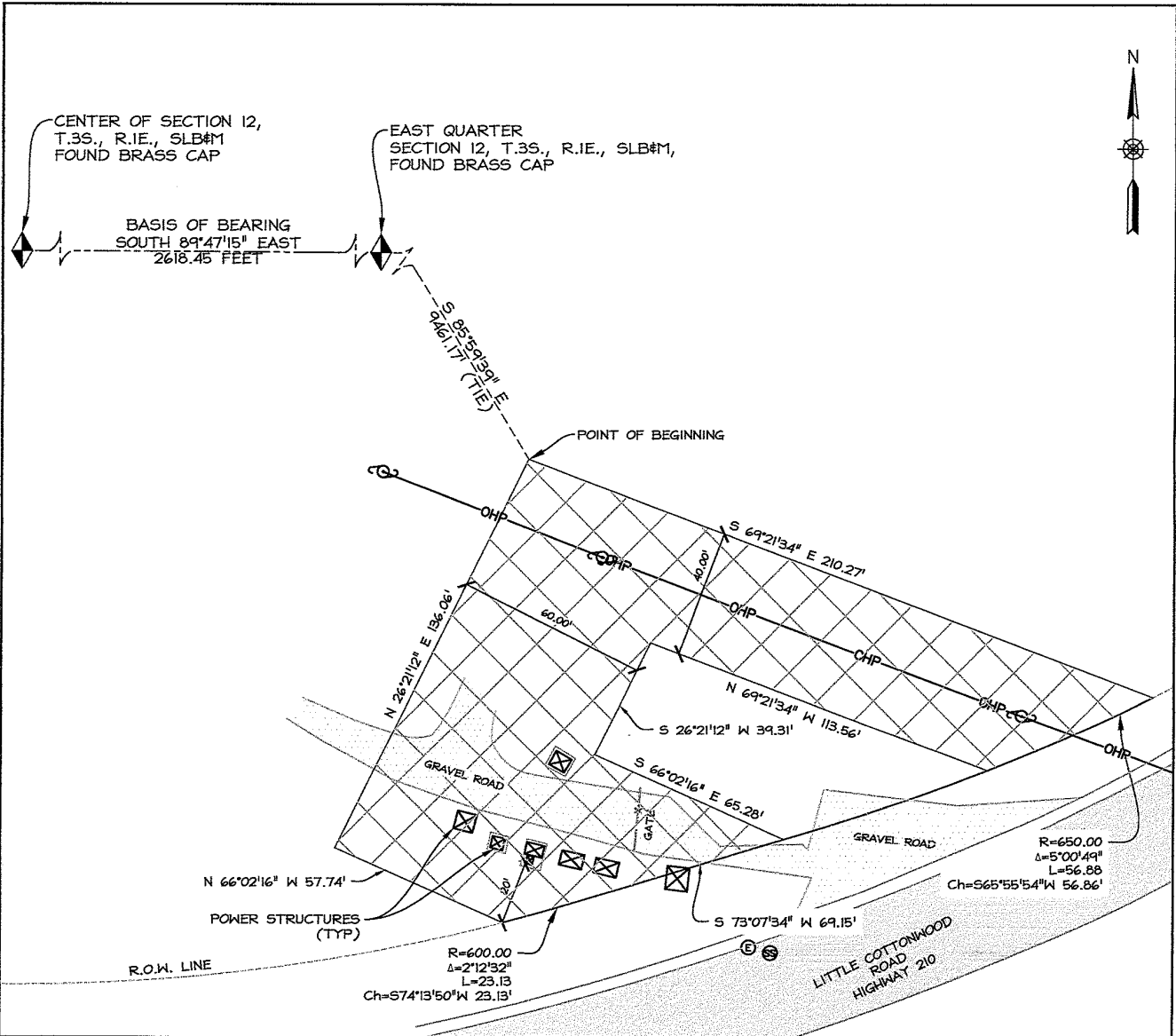
STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 8 day of Oct, 2020, by James Williams in his representative capacity as the Manager of Hydro Holdings, LLC.

K Gammell
Notary Public

EXHIBIT A



LEGEND:

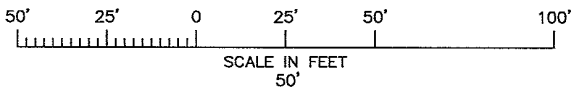
- SECTION CORNER
- ELECTRICAL MANHOLE
- SEWER MANHOLE
- POWER POLE
- POWER STRUCTURE
- EXISTING FENCE
- OVERHEAD POWERLINE
- CONCRETE
- GRAVEL ROAD
- EASEMENT

DESCRIPTION:

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CONTAINS: 15,469 SQ. FT.



REVISED 05/02/14 D. HURLEY CAD NO. 21

NO.	DATE	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED
		IEW_COTTONWOOD_HYDRO_3_PHASE	PERPETUAL_STORAGE_TO_HYDRO_HOLDINGS_EASEMENT			
		STATE_HIGHWAY_210 LITTLE_COTTONWOOD_ROAD SALT_LAKE_COUNTY_UTAH				
		SHEET 1				
		SCALE: 1"=50'				