

14-26-476-013-0000

14-26-476-047-0000

**WHEN RECORDED MAIL TO:**

**AA ALPINE SELF STORAGE-WEST VALLEY CITY, LLC**

Attn. Roman Frazier, Aaron Frazier

3300 South 5600 West

West Valley City, UT 84120

**UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made as of this 31 day of July, 2023, between AA ALPINE SELF STORAGE-WEST VALLEY CITY, LLC, a Utah limited liability company ("Alpine" or "Grantor") and MICRO FLEX 2 MOUNTAIN VIEW, LLC, a Utah limited liability company ("Mountain View" or "Grantee") and, with reference to the following facts:

WHEREAS, Alpine is the owner of that certain real property located at 3330 S 5600 W, West Valley City, UT (the "Alpine Property") which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Mountain View is the owner of that certain real property located at 3500 S 5718 W, West Valley City, UT (the "Mountain View Property") which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, Mountain View desires to install certain utility facilities ("Facilities") over and across the Alpine Property as described in Exhibit "C" ("Easement Area") and as shown on Exhibit "C-1" attached hereto and incorporated herein by this reference, and Alpine desires to grant Mountain View an easement for the Facilities as set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants, easements, and encumbrances contained herein, the parties do hereby agree as follows:

1. **GRANT OF EASEMENT.** Subject to the terms and conditions herein, Alpine hereby grants to the Mountain View, as described above, and its successors and assigns, a perpetual non-exclusive easement ("Utility Easement") to install, maintain, repair and replace the Facilities within the Easement Area at Mountain View's sole cost and expense. Alpine hereby grants to Mountain View an access easement to enter upon those portions of the Alpine Property as is reasonably necessary to install, maintain, repair and replace the Facilities within the Easement Area.

2. **CONSTRUCTION OF FACILITIES.** Mountain View shall obtain all necessary governmental permits and approvals for the Facilities and shall cause the Facilities to be constructed pursuant to civil plans approved and permitted by the applicable municipal authority. Any cost and expense incurred with the installation, maintenance, repair and replacement of the Facilities shall be borne by Mountain View. Mountain View shall use commercially reasonable efforts in construction of the Facilities to minimize disruption to Alpine's business operations and promptly restore service to Alpine within a reasonable time of starting construction. Furthermore,

14137795 B: 11436 P: 8110 Total Pages: 8  
06/07/2023 12:21 PM By: Muestergard Fees: \$40.00  
Rashelle Hobbs, Recorder Salt Lake County, Utah  
Return To: AA ALPINE SELF STORAGE-WEST VALLEY CITY, LLC  
3300 SOUTH 5600 WEST SALT LAKE CITY, UT 84120

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Mountain View shall promptly restore any damage caused to the Alpine Property following any work performed on the Facilities.

3. **MAINTENANCE.** Mountain View shall keep and maintain the Facilities in good condition and repair and in accordance with all applicable laws and ordinances, shall replace and repair the same, when necessary, and shall use commercially reasonable efforts to minimize disruption to Alpine's business operations. In the event any portion of the Alpine Property is damaged due to Mountain View's maintenance, repair or replacement of the Facilities, Mountain View shall promptly restore the Alpine Property to its condition before such damage at its own cost and expense.

4. **INDEMNIFICATION.** Mountain View agrees to indemnify and hold harmless Alpine from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Utility Easement or Facilities by Mountain View, except such injury, loss or damage as shall have been caused by the gross negligence or willful act of the indemnified party, its agents, invitees, or employees.

5. **MISCELLANEOUS.** This Easement Agreement contains all covenants and terms between Alpine and Mountain View related to the terms herein. Except as otherwise expressly stated herein, any subsequent amendment or modification to this Easement Agreement must be in writing and agreed to by Alpine and Mountain View. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement and the terms contained herein shall run with the Alpine Property and the Mountain View Property, and shall be binding upon the successors, agents and assigns of Alpine and Mountain View.

(Signature Page to Follow)

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**GRANTOR**

Dated this July 31<sup>st</sup>, 2023

**AA ALPINE SELF STORAGE - WEST VALLEY CITY**  
a Utah limited liability company

By: 

Name: Roman M. Frazier

Its: Manager /Member

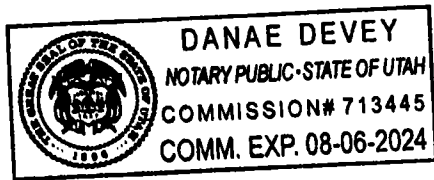
**ACKNOWLEDGMENT**

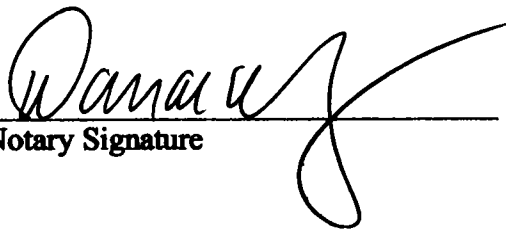
State of Utah )

ss

Utah County )

Personally appeared before me Roman M. Frazier this 31 day of July, 2023,  
the above named and, to me known to be the person who executed the foregoing instrument and  
acknowledged the same.



  
Notary Signature

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**GRANTEE**

Dated this Aug 2, 2023

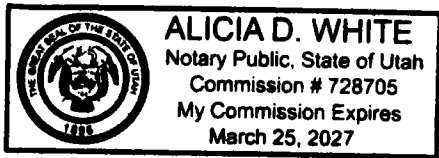
**MICRO FLEX 2 MOUNTAIN VIEW, LLC**  
a Utah limited liability company

By: *Nathan Diviney*  
Name: Nathan Diviney  
Its: Manager

**ACKNOWLEDGMENT**

State of Utah            )  
                                  ss  
Salt Lake County        )

Personally appeared before me Alicia D. White ~~Nathan Diviney~~ this 2<sup>nd</sup> day of August, 2023, the above named and, to me known to be the person who executed the foregoing instrument and acknowledged the same.



*Alicia D. White*  
Notary Signature

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**EXHIBIT "A"**  
**Alpine Property**

**Lot 6, MOUNTAIN VIEW BUSINESS PLAZA SUBDIVISION, according to the official plat thereof on file in the office of the Recorder, Salt Lake County, Utah.**

**Parcel ID: 14-26-476-047-0000**

**The following is shown for information purposes only:  
Property Address: 3380 South 5600 West, West Valley City, UT**

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**EXHIBIT "B"**  
**Mountain View Property**

**Being a portion of the East half of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:**

**Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 00°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°58'47" West 237.00 feet along the North boundary lines of the parcels described in Quit Claim Deed recorded September 17, 1993 as Entry No. 5606854 in Book 6755 at Page 2179 and in Warranty Deed recorded May 29, 1975 as Entry No. 2712123 in Book 3873 at Page 107 to the East line of that parcel described in Warranty Deed recorded February 8, 1985 as Entry No. 4048708 in Book 5628 at Page 1490 of Salt Lake County records and following said East line North 00°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 00°09'50" East 983.60 feet to the point of beginning.**

**Parcel ID: 14-26-476-013-0000**

**The following is shown for information purposes only:  
Property Address: 5718 West 3500 South, West Valley City, UT**

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**EXHIBIT "C"**  
**Legal Description of Easement**

Being a portion of land located in the Southeast Quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, being more particularly described as the following:

COMMENCING from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base & Meridian, thence North 37° 33' 54" West 1069.02 feet to the POINT OF BEGINNING.

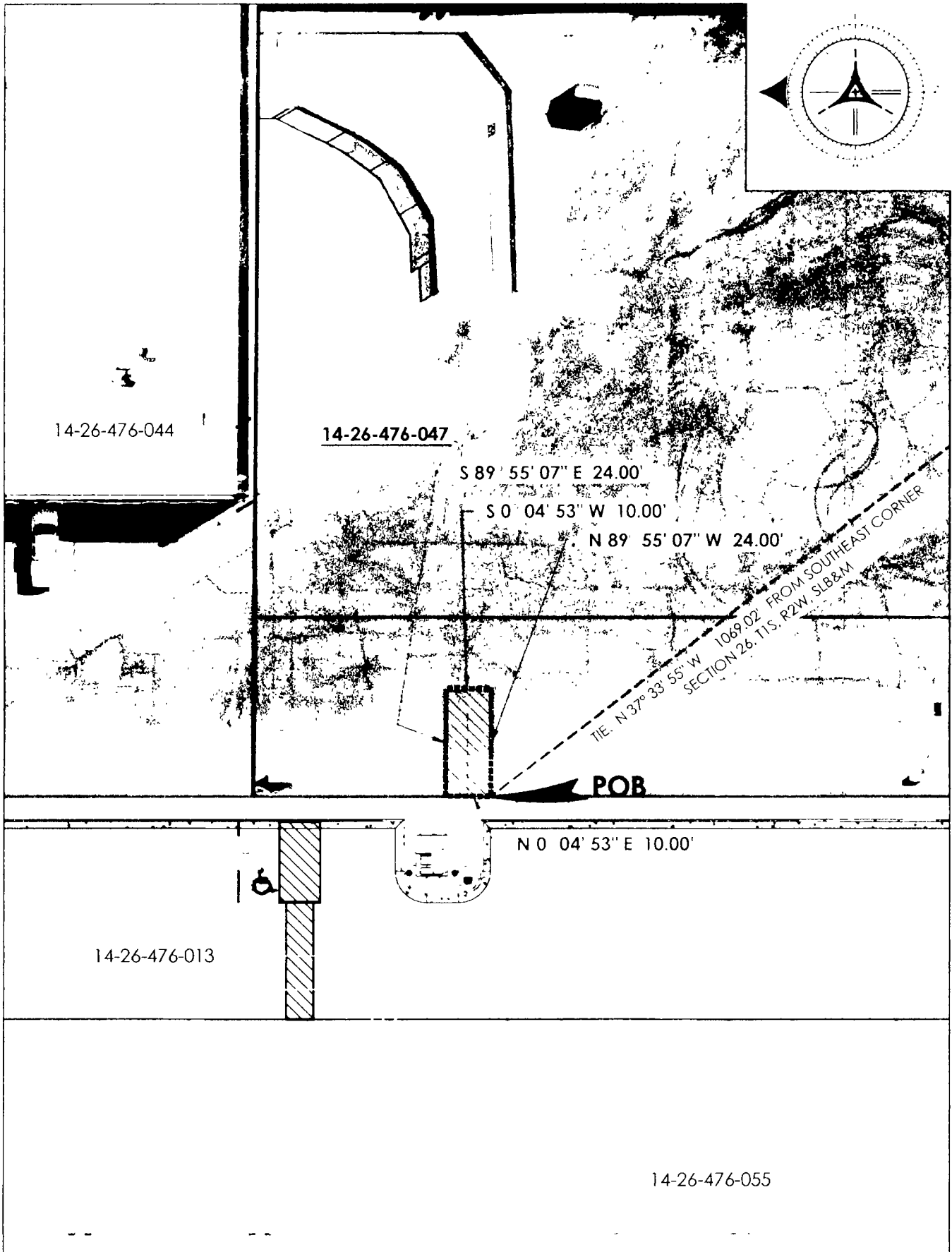
Thence the following (4) courses:

- |           |                        |                                       |
|-----------|------------------------|---------------------------------------|
| 1. Thence | North 00° 04' 53" East | 10.00 feet                            |
| 2. Thence | South 89° 55' 07" East | 24.00 feet                            |
| 3. Thence | South 00° 04' 53" West | 10.00 feet                            |
| 4. Thence | North 89° 55' 07" West | 24.00 feet To the POINT OF BEGINNING. |

Contains 240 Square Feet (0.0055 Acres) more or less

***NOTE: Bearings listed are derived from the State Plane Coordinate System, Utah Central, distances are true US Survey Foot distances on the ground.***

EXHIBIT C-1  
Depiction of Easement Area



SCALE: 1" = 30'