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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY SUBURBAN IMP. DISTRICT
PO BOX 7
SANDY UT 84091-0007
BY: DKA, DEPUTY - WI 9 P.

9 When Recorded, Mail To:
Maverik, Inc.
Attn.: Real Estate Department
880 W. Center Street
North Salt Lake, Utah 84054

APN: _____

(space above for recorder's use only)

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is entered into this 10th day of September, 2015, by and between MAVERIK, INC., a Wyoming corporation ("Grantor"), and SANDY SUBURBAN IMPROVEMENT DISTRICT, an entity established and declared duly organized, under the State of Utah, Chapter 6, Title 17, Utah Code Annotated 1953, as amended ("Grantee").

RECITALS

A. Grantor owns certain real property (the "Grantor's Property") located in the City of Sandy, County of Salt Lake, State of Utah. The Grantor's Property is more particularly described in the legal description on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of the Grantor's Property, for the benefit of Grantee, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys unto Grantee a perpetual, non-exclusive easement (the "Easement") on, over, and across that portion of the Grantor's Property more particularly described on Exhibit B, and depicted on that certain Illustration for Exhibit B, both attached hereto and incorporated herein by this reference (the "Easement Area"). Should there be any discrepancy between the legal description and the drawing, the legal description will control. The easement granted in this Section 1 shall be for the sole purpose of planning, installing, placing, operating, inspecting, maintaining, repairing, and replacing sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities to be located on the Grantor's Property (collectively, the "Improvements") and as agreed mutually.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

3. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location.

4. Construction of the Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents.

6. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters

of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

8. Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor) and hold Grantor and its divisions, subsidiaries, partners and affiliated companies and its and their employees, officers, members, attorneys, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property including the property of the Indemnitees, (collectively, the "**Claims**") arising from or relating to (a) any use of the Grantor's Property by Grantee or Grantee's Agents, (b) any act or omission of Grantee or Grantee's Agents, (c) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Grantor's Property, (d) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (e) the failure of Grantee to maintain the Improvements on the Grantor's Property in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Grantor's Property, (g) any breach by Grantee of its obligations under this Agreement, and (h) any enforcement of Grantor of any provision of this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such claim is ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the Indemnitees.

9. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

10. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Maverik, Inc.
 Attn: Real Estate Department
 880 W. Center Street
 North Salt Lake, Utah 84054

With a Copy To: Maverik, Inc.
 Attn.: Legal Department
 880 W. Center Street
 North Salt Lake, Utah 84054

If to Grantee: Sandy Suburban Improvement District
8855 South 700 West
Sandy, Utah 84070

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

11. Miscellaneous.

a. Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

b. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

c. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

d. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

e. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

f. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. Neither Party has been induced by or relied on any representation or agreement not contained herein. No amendments or additions to this Agreement will be binding, unless in writing and signed by both parties.

g. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

EXECUTED by Grantor and Grantee as of the Effective Date.

Grantor:

SANDY SUBURBAN IMPROVEMENT
DISTRICT

Grantee:

MAVERIK, INC.,
a Wyoming corporation

By:

Name:

Its:

[Signature]
JEFFREY KNIGHT
SANDY SUBURBAN IMP. DISTRICT

By:

Name:

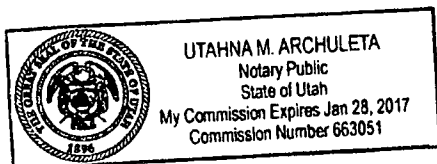
Its:

[Signature]
WALTER A. DUNKLEY
WV REAL ESTATE

[Acknowledgements to follow]

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

The foregoing instrument was personally acknowledged before me this 3 day of September, 2015, by Lance Dunkley, the VP. Rent Estate of Maverik, Inc., a Wyoming corporation.



Utahna M. Archuleta
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was personally acknowledged before me this 10 day of September, 2015, by Jeremy Knight, the General Manager of Sandy Suburban Improvement District.



Caitlin Walls
Notary Public

EXHIBIT A

[Legal Description of the Grantor's Property]

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET, SAID POINT BEING N29°33'10"W 44.81 FEET AND N89°27'05"W 233.25 FEET AND N00°32'55"E 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE N89°27'05"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET. 115.00 FEET; THENCE N00°07'00"E 212.50 FEET; THENCE S89°27'05"E 115.00 FEET; THENCE N00°07'00"E 2.50 FEET; THENCE S89°27'05"E 180.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 700 EAST STREET; THENCE S00°07'00"W ALONG SAID WESTERLY RIGHT OF WAY LINE, 180.00 FEET; THENCE S45°19'58"W 21.13 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) N89°27'05"W 165.00 FEET AND (2) S00°07'00"W 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 59,423 SQUARE FEET OR 1.364 ACRES

EXHIBIT B

[Legal Description of the Easement Area]

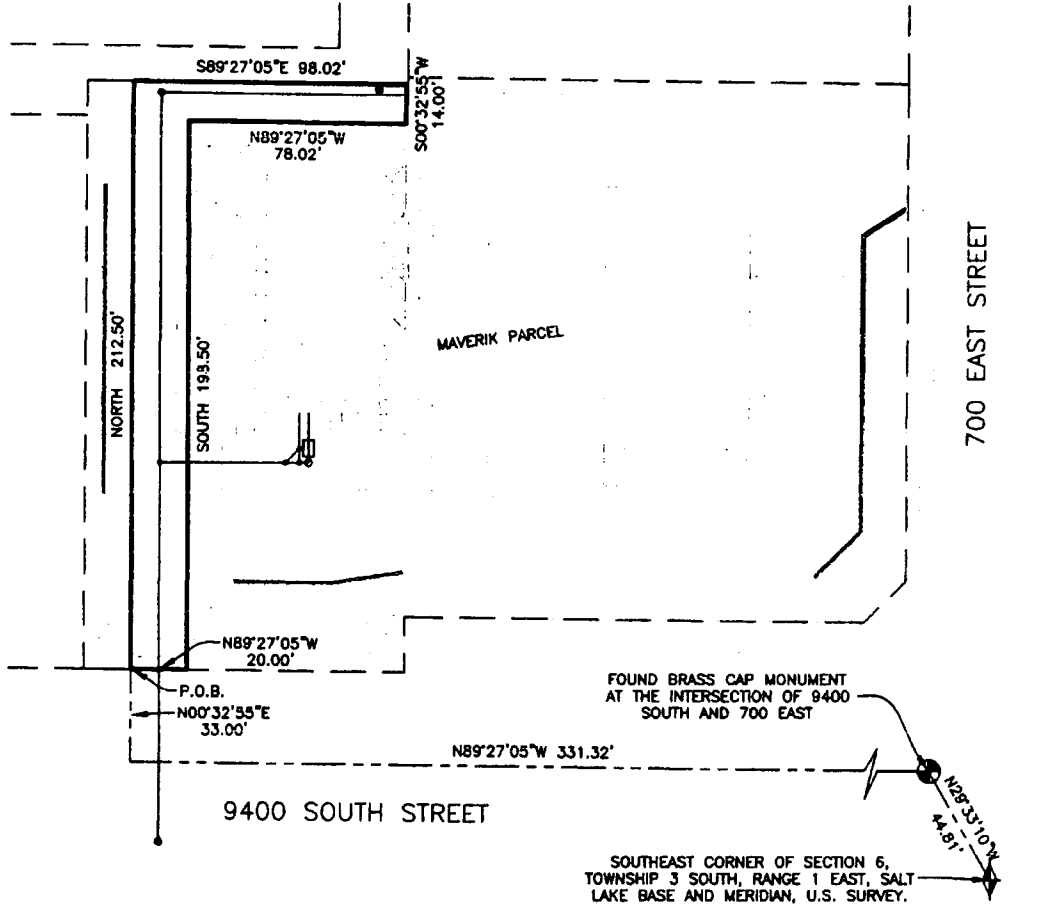
PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET, SAID POINT BEING N29°33'10"W 44.81 FEET AND N89°27'05"W 331.32 FEET AND N00°32'55"E 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 212.50 FEET; THENCE S89°27'05"E 98.02 FEET; THENCE S00°32'55"W 14.00 FEET; THENCE N89°27'05"W 78.02 FEET; THENCE S00°02'19"E 198.50 FEET; THENCE N89°27'05"W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,328 SQUARE FEET OR 0.122 ACRES

EXHIBIT

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
SEWER EASEMENT
SANDY CITY, SALT LAKE COUNTY, UTAH



SOUTHEAST CORNER OF SECTION 6,
TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT
LAKE BASE AND MERIDIAN, U.S. SURVEY.



SCALE 1"=60'

RA **Reeve**
& Associates, Inc.

920 CHAMBERS STREET, SUITE 14,
OGDEN, UTAH 84403
TEL: (801) 621-3100
FAX: (801) 621-2666
www.reeve-associates.com

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ADVENTURER'S FIRST STOP
MAVERIK

MAVERIK, INC.
NWC OF 9400 SOUTH
& 700 EAST
SANDY, UT 84094

ISSUE:	09-09-15
PROJECT NO:	5799-199
CAD DWG FILE:	
DRAWN BY:	NKA
CHECKED BY:	OC