

AFTER RECORDING, RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107

12563760
6/27/2017 11:56:00 AM \$26.00
Book - 10571 Pg - 6801-6808
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 8 P.

15-15-177-022

ELECTRIC UTILITY EASEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

DATE: June 23, 2017

GRANTOR: MAVERIK, INC., a Utah corporation

GRANTOR'S ADDRESS: Maverik Inc.
Attn: M. Thomas Schofield
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

GRANTEE: CRE PROPERTIES, LLC, a Utah limited liability company

GRANTEE'S ADDRESS: 1111 Yellowstone
Pocatello, ID 83201

BURENED PROPERTY: Certain tract of real property in Salt Lake County, Utah, more particularly described on **Exhibit A** attached hereto.

BENEFITED PROPERTY: Certain tract of real property in Salt Lake County, Utah, more particularly described on **Exhibit B** attached hereto.

Grantor for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to Grantee, for the benefit of the Benefited Property, a ten (10') foot wide easement over, under, along and across the Burdened Property in the location described and depicted on **Exhibit C** (the "**Easement**") to place, construct, operate, repair, maintain, inspect and replace underground electric lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances (the "**Facilities**").

Grantee shall have all reasonably necessary temporary rights of ingress and egress to and from the Easement for purposes of installing, inspecting, maintaining, repairing, removing, and replacing the Facilities and repairing the Burdened Property, provided that, except to the extent hereinafter provided, Grantee shall not, in the course of the maintenance and repair of such Facilities, have the right to disturb any of Grantor's materials, piping, subsurface drainage, concrete slabs, waterproofing, or other installations of Grantor, now existing or hereafter, without the prior consent of Grantor, its successors and assigns, and further provided that Grantee shall exercise the rights granted herein so as to minimize any interference with Grantor's use of the surface of the Easement.

With respect to the Easement, Grantor, its successors and assigns, may, at Grantor's cost and expense, construct, maintain, repair, replace, remove, and use the surface of the Easement as a paved parking area, private street, or landscaped area, none of which shall be constructed or maintained in a manner which unreasonably covers or interferes with Grantee's use of any manhole constructed by Grantee within the Easement.

The permission and conveyance of the Easement granted herein is subject to the following additional conditions, which upon the recordation of this instrument or use of the easement granted herein shall be deemed to have been agreed and accepted by Grantee:

1. This conveyance of this Easement is made subject to all matters of record, matters that an accurate ALTA/ASCM survey may show, matters that a physical inspection of the Easement might show, and all other matters of record or enforceable at law or in equity, to the extent that the same are currently validly existing.
2. If the furnishing of electrical service to the Benefited Property by the distribution lines in the Easement is terminated for more than one hundred eighty (180) days, this Easement shall automatically terminate. In the event of such termination, Grantee agrees to execute and deliver to Grantor, upon Grantor's written request, a recordable release of the Easement.
3. If Grantor, its successors and assigns, should desire that Grantee's Facilities be relocated, then Grantee agrees to relocate said equipment at Grantor's expense, subject, however, to Grantor's providing a reasonably suitable and feasible site for such relocation, and provided that Grantor, its successors and assigns, shall (if requested by Grantee) furnish Grantee a reasonably suitable and acceptable substitute easement covering any such new location, using the same form as this Easement.
4. Grantee, and its successors and assigns, contractors, agents, servants, and employees ("**Grantee's Parties**") shall enter and use the Easement at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement by Grantee and any entity.

5. Grantee shall properly design, install, construct, maintain, and repair the Facilities located on the Easement to the National Electrical Safety Code.

6. Grantee shall repair any portion of the Easement or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties.

7. Grantee's work on the Easement will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property.

8. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (a) the use of the Easement and any work performed on the Easement or Grantor's property by Grantee and Grantee's Parties, and (b) any failure to abide by the terms of this document, including the failure to maintain the Facilities by Grantee and Grantee's Parties.

9. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of the State of Utah, without regard to conflict of laws provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

The Easement and other obligations created hereunder shall create mutual benefits and servitudes running with the land. Subject to the other provisions hereof, this agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, lessees, successors and assigns.

TO HAVE AND HOLD the same unto Grantee and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Burdened Property for the purposes hereinabove stated.

[SIGNATURE ON FOLLOWING PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

Beginning at the intersection of the North line of 1700 South Street and the West line of Redwood Road, said point being 13.85 feet North 89°55'56" East and 2617.03 feet South 0°03'08" East (measured) (2624.43 feet South 0°03'08" East, record), and 80.00 feet South 89°57'53" West from the North Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'53" West along said North line 215.00 feet; thence North 0°03'08" West 210.07 feet; thence North 89°57'53" East 215.00 feet to said West line of Redwood Road; thence South 0°03'08" East along said West line 210.07 feet to the point of beginning.

Less and excepting

A Parcel of land in fee for the widening of the existing state highway SR-68 known as Project No. F-0068(67)57, being part of an entire tract of property situate in the SE1/4NW1/4 of Section 15, Township 1 South Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southeast corner of said entire tract at the intersection of the existing westerly right of way line of Redwood Road, and the existing northerly right of way line of 1700 South Street, said southeast corner is 13.85 feet North 89°55'56" East and 2617.03 feet South 00°03'08" East and 80.00 feet South 89°57'53" West from the North Quarter corner of said Section 15, said southeast corner is also 63.27 feet perpendicularly distant westerly from the control line of said project opposite approximate engineer station 130+53.68; running thence South 89°57'53" West 10 feet along said existing northerly right of way line to the beginning of a 10.00 foot radius non-tangent curve to the left at a point 73.28 feet perpendicularly distant westerly from said control line opposite engineer station 130+53.67; thence Northeasterly 15.71 feet along the arc of said curve (Note: Chord to said curve bears North 44°57'23" East for a distance of 14.14 feet) to a point in said existing westerly right of way line, said point is perpendicularly distant westerly opposite approximate engineer station 130+63.68; thence South 00°03'08" East 10.00 feet along said existing westerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation

Said property is also known by the street address of:
1680 South Redwood Road
Salt Lake City, UT 84104

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITED PROPERTY

A PARCEL OF LAND LOCATED WITHIN SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 15, T1S, R1W, SLBM; THENCE S00°10'10"E ALONG THE QUARTER SECTION LINE 2229.74 FEET; THENCE WEST, 70.94 FEET TO THE WEST RIGHT OF WAY LINE OF REDWOOD ROAD AND THE POINT OF BEGINNING;

THENCE S00°03'08"E, ALONG SAID REDWOOD ROAD RIGHT OF WAY, 177.26 FEET;

THENCE S89°57'55"W, 214.76 FEET;

THENCE S00°03'08"E, 210.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET;

THENCE S89°56'52"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET), 285.00 FEET;

THENCE N00°03'08"W, 387.02 FEET;

THENCE N89°54'52"E, 499.76 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 148,373 SQUARE FEET OR 3.41 ACRES MORE OR LESS;

EXHIBIT C

OUTLINE AND LOCATION OF EASEMENT



