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Gary W. Ott
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AFTER RECORDING, RETURN TO:

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

15-15-177-019

ELECTRIC UTILITY EASEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

DATE: June 23, 2017

GRANTOR: **CRE PROPERTIES, LLC**, a Utah limited liability company

GRANTOR'S ADDRESS: 1111 Yellowstone
Pocatello, ID 83201
Attn: Gary Clark

GRANTEE: **VRE SALT LAKE, LLC**, a Texas limited liability company

GRANTEE'S ADDRESS: 1211 S. White chapel Blvd.
Southlake, Texas 76092
Attn: B. Jason Keen

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.

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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 rights of ingress and egress to and from the Easement for purposes of installing, inspecting, maintaining, repairing, removing, and replacing the Facilities, 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 installed, 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 covers or interferes with Grantee's use of its transformer or any manhole constructed by Grantee within the Easement. The permission granted herein is subject to the following:

This conveyance of this Easement is made subject to all matters of record, or which an accurate survey may show, affecting all or any part of the Easement, to the extent that the same are currently validly existing.

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.

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.

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.

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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]

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EXHIBIT A

LEGAL DESCRIPTION OF BURDENED 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; THENCE S89°54'52"W, 242.83 FEET TO THE POINT OF BEGINNING;

THENCE S00°03'08"E, 177.05 FEET;

THENCE N89°57'55"E, 28.07 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE MAVERIK PROPERTY;

THENCE S00°03'08"E ALONG SAID WEST LINE, 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, 256.93 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 105,355 SQUARE FEET OR 2.42 ACRES MORE OR LESS.

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EXHIBIT B

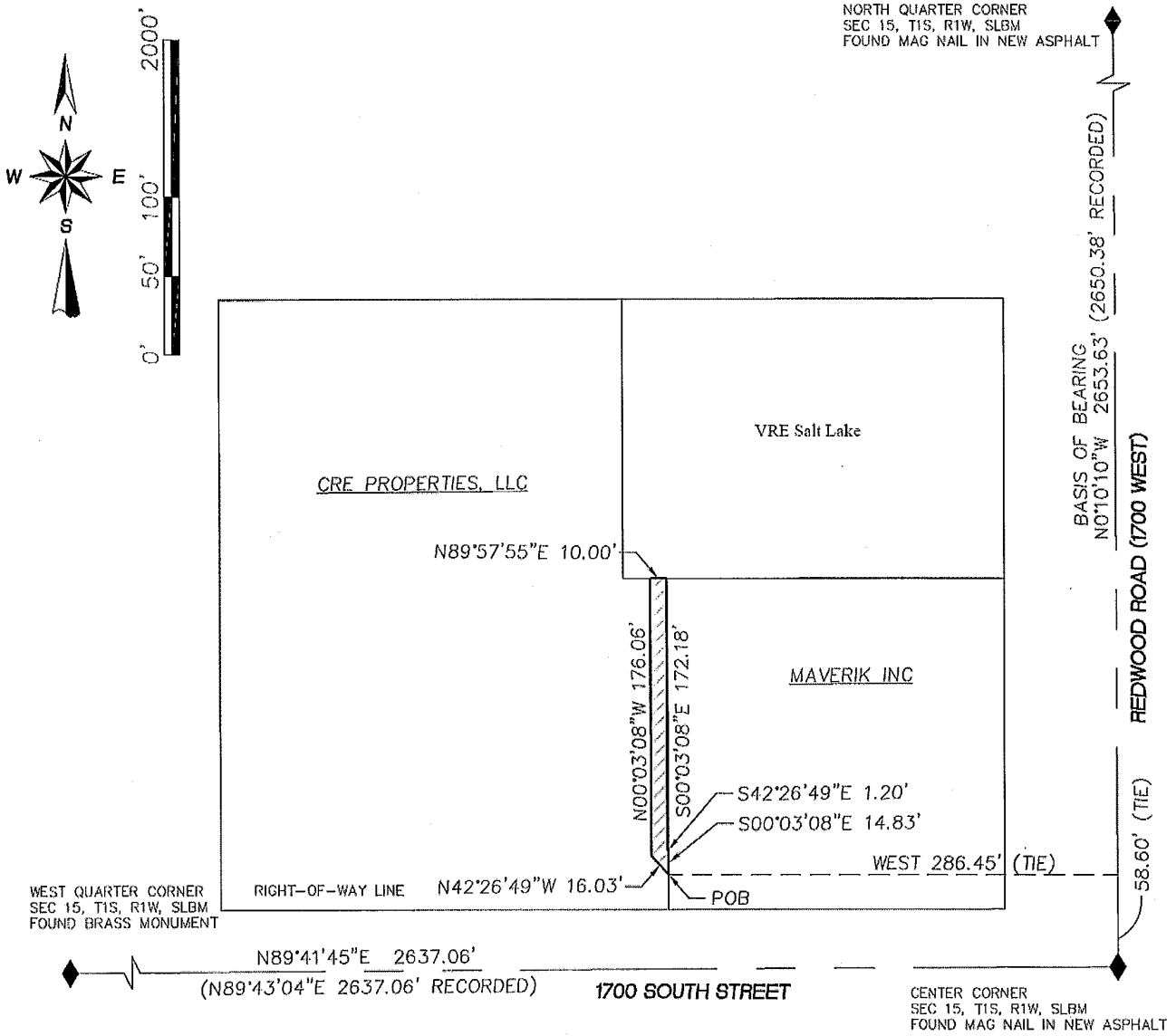
LEGAL DESCRIPTION OF BENEFITED PROPERTY

A parcel of land located within Southeast Quarter of the Northwest Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said parcel being further described as follows:

Commencing at a mag nail, marking the North Quarter Corner of said Section 15, Township 1 South, Range 1 West, Salt Lake Base & Meridian; thence South 00°10'10" East 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 South 00°03'08" East, along said Redwood Road west right of way, 177.26 feet to a point on the north line of the Maverik property; thence South 89°57'55" West along said north line, 214.76 feet to a point being the Northwest Corner of the Maverik property; thence South 89°57'55" West, 28.07 feet to the Southwest Corner of Lot 1; thence North 00°03'08" West, 177.05 feet to the Northwest Corner of Lot 1; thence North 89°54'52" East, 242.83 feet to the point of beginning, being the Northeast Corner of Lot 1.

EXHIBIT C

OUTLINE AND LOCATION OF EASEMENT



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