12563763 6/27/2017 11:56:00 AM \$25.00 Book - 10571 Pg - 6826-6833 Gary W. Ott

Recorder, Salt Lake County, UT

**MERIDIAN TITLE** 

BY: eCASH, DEPUTY - EF 8 P.

# 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.

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.

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]

BUR

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as the date first above written.

**CRE Properties**:

CRE PROPERTIES, LLC, a Utah limited liability company

By: <u>(Fathicia M. Rawlings)</u>
Name: <u>Pathicia M. Rawlings</u>
Title: Nandara

STATE OF <u>Idaho</u>

§ §

COUNTY OF Burnock

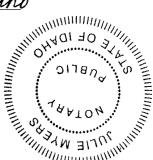
This instrument was acknowledged before me on the day of

2017, by **Latitude Latitude State State** 

Notary Public, State of Idaho

AFTER RECORDING, RETURN TO:

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



#### **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.

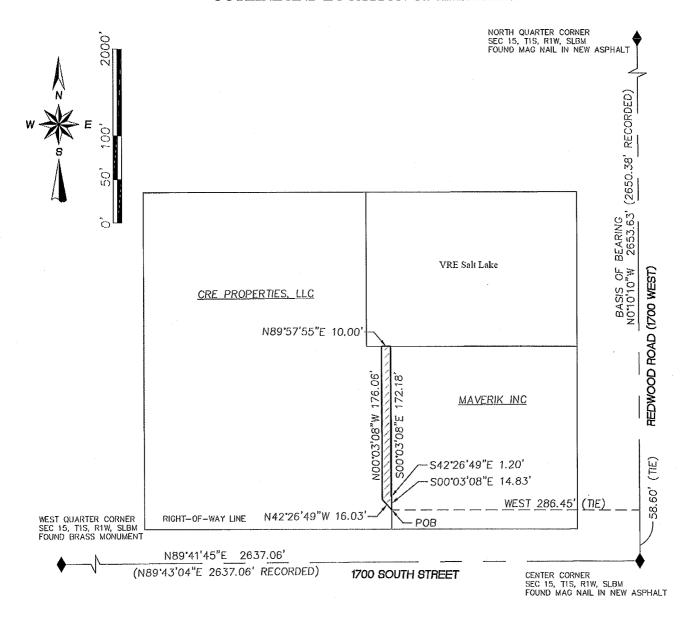
#### **EXHIBIT B**

#### 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 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



#### OF BEARING BASIS

THE BASIS OF BEARING IS ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15. TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH, MEASURED BETWEEN CORNERS A BEARING OF NOOTOTO'W AND A DISTANCE OF 2853.63 FEET.

#### LEGAL DESCRIPTION

A PARCEL OF LAND, FOR THE PURPOSE OF A PERMANENT ELECTRICAL EASEMENT, SITUATED IN HORTHWEST QUARTER OF SECTION 15, TOWNSHIP I SOUTH, HANCE I WEST, SLEW, SALT LAKE COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMERCING AT THE CERTER CORNER OF SECTION 15, TIS, RIW, SLEM, A FOUND MAG NAIL IN SEW ASPHALT, THENCE NORTH 00' 10' WEST A DISTANCE OFSE OF FEET AND WEST 200.45 MORE OR LESS TO A POINT ON THE EASTESTY LINE OF THE CRE PROPERTIES, ILC PARCEL AND THE TRUE FOINT OF BEGINNING; THENCE ALONG THE SAID ELECTRICAL EASEMENT THE FOLLOWING 6) SIX COURSES:

to deconsidents (<u>1.1. a secutivo ottoro deconeración el la laba</u>ria deconeración de consideration el la labaria tribundad

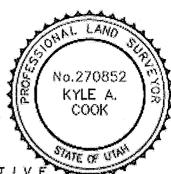
- 1. NORTH 42' 26' 48" WESTA DISTANCE OF 16.03 FEET:
  2. NORTH CO' 03' 08" WEST A DISTANCE OF 178.05 FEET TO THE WORTH LINE OF SAID ORE PROPERTIES, LLC PARCEL;
  3. NORTH 89' 67' 55" EAST, ALCHIS THE NORTH LINE OF THE CRE PROPERTIES, LLC PARCEL, A DISTANCE OF 10.00 FEET;
  4. SOUTH 60' 03' 08" EAST A DISTANCE OF 17.20 FEET;
  5. SOUTH 42' 26' 49" EAST A DISTANCE OF 17.20 FEET TO THE EAST LINE OF SAID GRE PROPERTIES, LLC PARCEL;
  6. SOUTH 60' 03' 08" EAST, ALONG SAID EAST LINE, A DISTANCE OF 14-03 FEET TO THE POINT GEOWING.

THE TOTAL AREA OF A FERMANDAT ACCESS EASEMENT ACRESS ORE PROPERTIES, LLC. AS DESCRIBED ARRIVE IS 1867 FO 0.042 ACRES MORE OR LESS.

## CERTIFICATE OF SURVEYOR

STATE OF UTAH COUNTY OF SALT LAKE )

I. KYLE A. COOK OF SALT LAKE CITY, UTAH HEREDY CEKTIFY THAT THIS PLAT OF THE EASEMENT FOR CARL'S SR AND CHE PROPERTIES ILO WAS MADE FROM A SITE SURVEY AND NOTES TAKEN OURISO AN HELD SURVEY MADE UNDER MY REVIEW AND DIRECTION, BY COCK—SANGERS ASSOCIATES IN NOVEMBER, 2016 AND IT COSPECTLY SHOWS THE LOCATION OF THE PROPOSED ELECTRICAL EASEMENT.





#### TIV SURVEYORS NARRA

THE PURPOSE OF THIS SURVEY IS TO PROVICE A PERMANENT ELECTRICAL EASEMENT FOR CARL'S JR AND CHE PROPERTIES LLC, LOCATED IN SALT LAKE COUNTY UTAH.

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