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SW 26-2N-1W

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 FEB 28 10:45 AM FEE 16.00 DEP LM
REC'D FOR ARGYLE ACRES LLC

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 10th day of September, 2001, by and between MAVERIK COUNTRY STORES, INC., a Wyoming corporation (hereinafter referred to as "Grantor"), and HAMLET DEVELOPMENT CORPORATION, a Utah corporation and WOODS CROSS CITY, a municipality of the State of Utah (hereinafter collectively referred to as "Grantees").

WHEREAS, Grantees desire to acquire a twenty (20) foot wide utility easement for a storm drainage pipe to be located within certain of Grantor's property, as described herein, and Grantor is willing to grant such easement to Grantees on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Grant of Easement.** Subject to the provisions of this Agreement, Grantor does hereby grant, convey, and transfer to Grantees a perpetual, nonexclusive easement (hereinafter referred to as the "Easement") over, upon, and across a twenty (20) foot wide strip of real property (hereinafter referred to as the "Easement Strip"), as more particularly described in Exhibit A attached hereto and by this reference made a part hereof, solely for the purpose of installing and constructing, operating, replacing, and maintaining a storm drainage pipe, to be installed, constructed, operated, replaced, and maintained in accordance with all applicable laws, rules, ordinances, regulations, and good industry standards for such storm drainage lines and specifically to comply with the Woods Cross City requirements as well as the recommendations of Maverik Country Stores, Inc. engineers. Grantees shall be responsible for all costs of installation, construction, operation, maintenance, and replacement of the storm drainage pipe. After installation and any other interruption or disturbance of the Easement Strip, Grantees shall restore the Easement Strip to its prior condition.

2. **Limitations on Use.** The use of the Easement Strip shall be strictly limited to the purposes described in Section 1 hereof and the exercise of all rights to the surface of the Easement Strip for the purposes of installation, construction, replacement, maintenance, and/or removal of the storm drainage pipe permitted pursuant to the provisions of Section 1 shall be accomplished in a manner reasonably planned to minimize interference with the rights of Grantor and its successors in interest to the Easement Strip.

3. **Appurtenant to Real Property - Assumption of Grantees' Obligations.** The Easement granted herein shall be appurtenant to and shall run with the land. Any person acquiring all or any portion of the interest of Grantees granted pursuant to the provisions of this Agreement shall, by virtue of the acceptance of such interest, be deemed to have made all of the covenants and agreements of Grantees set forth herein in favor of Grantor.

4. **No Warranties.** Grantor makes no representation or warranty, express or implied, and specifically disclaims any implied representation or warranty including without limitation warranties of title or fitness for purpose with regard to the Easement Strip and/or the Easement.

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the Easement which is the subject matter hereof. Any prior negotiations, agreements, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or

modified except in writing executed by Grantor (or the then owner of the Easement Strip), Grantees (or the then owners of the rights of Grantees in and to the Easement).

6. **Interpretation.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **No Waiver.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such rights hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

8. **Invalidity of Provision.** If any provisions of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

9. **Attorney's Fees.** If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:


GRANTEE:

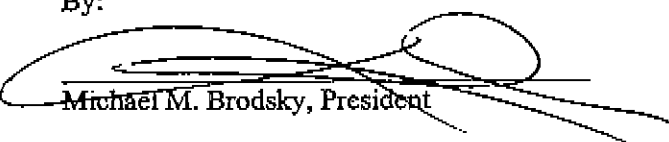
MAVERIK COUNTRY STORES, INC.
a Wyoming corporation

HAMLET DEVELOPMENT CORPORATION
a Utah corporation

By:

By:


Its: President


Michael M. Brodsky, President

WOODS CROSS CITY,
a municipality of the State of Utah,

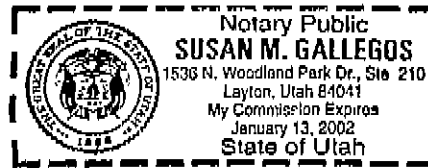
By:


Its: Mayor

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ^{11th} day of September, 2001, by Mike Call, the President of MAVERIK COUNTRY STORES, INC., a Wyoming corporation.

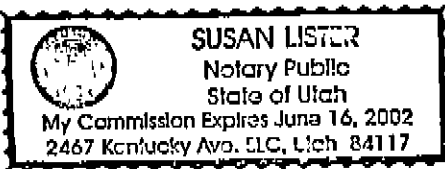
Susan M Gallegos
NOTARY PUBLIC



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of September, 2001, by Michael M. Brodsky, the President of HAMLET DEVELOPMENT CORPORATION., a Utah corporation.

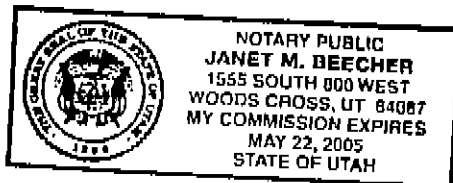
Susan Lister
NOTARY PUBLIC



STATE OF UTAH)
 : SS.
COUNTY OF ~~SALT LAKE~~ DAVIS)

The foregoing instrument was acknowledged before me this ^{26th} day of ~~September~~ ^{FEBRUARY} 2001, by JERRY E. LARRABEE, the MAYOR of WOODS CROSS CITY, a municipality of the State of Utah.

Janet M Beecher
NOTARY PUBLIC

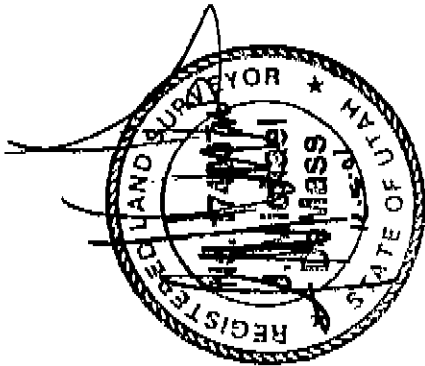


WOODS CROSS STORM DRAIN EASEMENT (09/14/01)

PARCEL B

BEGINNING AT A POINT WHICH IS S89°56'39"E 602.770 FEET FROM THE WEST QUARTER CORNER, SEC. 26, T2N, R1W, SLB&M AND RUNNING THENCE S00°13'19"E 20.000 FEET; THENCE S89°56'39"E 856.694 FEET; THENCE N26°53'38"W 22.437 FEET; THENCE N89°56'39"W 846.622 FEET TO THE POINT OF BEGINNING.

EXHIBIT A



1" = 250'

WEST 1/4 COR., SEC. 26, T2N, R1W, SLB&M FOUND DAMS CO. SURVEY MON.

THEALMAN

POINT OF BEGINNING PARCEL B

S 89°56'39" E 602.770'

N 89°56'39" W 846.622'

S 89°56'39" E 856.694'

N26°53'38"W 22.437'

S00°13'19"E 20.000'

TERRY PRICE

PROPERTY LINE

PACIFIC CORP

MAVERICK