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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/11/2018 11:19 AM
FEE \$25.00 Pgs: 7
DEP RTT REC'D FOR MAVERIK INC

MAY 11 2018

After recording, return to:
Maverik, Inc.
Attn.: Real Estate Department
185 S. State Street, Suite 800
Salt Lake City, Utah 84111

06-076-0054; 06-076-0005; 06-076-0027⁰⁰⁴⁹

[Space Above for Recorder's Use]

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 11th day of May, 2018, by MAVERIK, INC., a Utah corporation, formerly known as Maverik, Inc., a Utah corporation ("Declarant"), to be effective upon recordation in the Official Records of Davis County, Utah.

RECITALS

A. Declarant is the fee simple owner of that certain real property located in the City of Woods Cross, Davis County, State of Utah (the "**Property**"), which Property is located on 1423 South 1800 West, in Woods Cross, Utah. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The term "**Owner**" herein shall refer to the party or parties that, at the applicable time, is either the holder of fee simple title to the Property (or any portion thereof), and the term "**Owners**" shall refer to all such parties.

B. Declarant desires to grant and establish certain access and utility easements upon the Property which shall be for the benefit of the Owner(s) or its/their agents, employees, consultants, contractors, subcontractors, guests, invitees, and tenants, and the agents, employees, consultants, contractors, subcontractors, guests, or invitees of any tenants on any portion of the Property, all in accordance with the provisions of this Declaration.

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare as follows:

1. The Property Subject to the Easements. Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased and occupied subject to or as applicable, together with, the easements set forth in Section 2 of this Declaration (collectively, the "**Easements**"). Further, in the event of any sale, conveyance or transfer of any portion of the Property to a third party, said Easements shall remain effective against and for the benefit of such other portions of the Property.

2. Easements. Declarant does hereby grant and declare that there shall exist upon the Property the Easements set forth in this Section 2.

2.1. Utility Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive utility easement (the "**Utility Easement**") on, over, across, within, and beneath that portion of the Property legally described on Exhibit B and depicted on the Illustration for Exhibit B, both attached hereto and by this reference made a part hereof (the

“**Utility Easement Area**”). The Utility Easement granted in this Section 2.1 shall be for the purpose of installing, operating, maintaining, and repairing any and all utilities (including, but not limited to, water and sewer utilities), together with all necessary and appurtenant equipment under and above ground as deemed necessary by any Owner or such Owners’ tenants (collectively, the “**Utility Improvements**”). The Utility Easement shall burden and benefit the Property and shall be for the use of the Owners. If there is any discrepancy between the legal description and the depiction, the legal description shall control.

3. Maintenance of the Easement Areas. Except as otherwise provided herein, or unless otherwise agreed by the Owners, each Owner shall maintain the Access Improvements and Utility Improvements which are located on the Property owned or leased by such Owner subject to the provisions of this Section 3. All Easements shall be maintained in a first-class condition consistent with the use(s) contemplated by this Declaration. By its signature hereto, and notwithstanding the foregoing, Maverik, agrees to maintain the Access Improvements and Utility Improvements until such time as the other parcel on the Property is improved or otherwise developed. At such time, the Owners will share equally any and all maintenance costs and expenses associated with the Access Improvements and Utility Improvements.

4. Specific Damage. Notwithstanding anything to the foregoing, any damage to the landscaping, paved areas and the improvements/utilities constructed on or under any portion of the Property that is solely attributable to the Owner of any portion of the Property, or such Owner’s employees, guests, agents, invitees, customers, and/or patrons, that Owner will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

5. Self Help. In the event an Owner defaults in its maintenance or repair obligations set forth herein, after fifteen (15) days written notice (unless in case of emergency wherein no written notice will be required) to the Owner responsible for the maintenance and/or repair, the Owner of the other portion of the Property may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the Owner who defaulted in its maintenance obligations, shall pay the Owner who incurred costs to perform the subject maintenance or repair, the actual costs of maintaining or repairing the same, within fifteen (15) days after receipt of a statement itemizing such costs.

6. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Property shall be burdened by such easements, and portions of the Property shall be benefited by such easements.

7. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of a majority of the Owners of the Property.

8. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

9. Third Party Beneficiary. Except for Maverik (or any parent, subsidiary or other successor entity of Maverik), which entity is an express beneficiary of the terms and conditions of this Declaration and the Easements created hereby, no term or provision of this Declaration is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person or other entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

10. No Merger. The easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that the Property may be owned by the same persons from time to time. It is the express intent to create a common scheme for the development of the Property which will not be terminated by the doctrine of merger or otherwise, unless this Declaration is terminated in accordance with the provisions hereof.

11. Attorneys' Fees. If any legal action, arbitration or other proceedings are brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Declaration, the prevailing party, whether by final judgment or out-of-court settlement, shall recover from the losing party all costs and expenses incurred therein, including reasonable attorneys' fees.

[signatures and notaries on next page]

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: MAVERIK, INC.,
a Utah corporation

By: Lance Dunkley
Name: Lance Dunkley
Its: VP Real Estate

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 11th day of May, 2018, personally appeared before me Lance Dunkley, known or satisfactorily proved to me to be the VP Real Estate of Maverik, Inc., a Utah corporation, who acknowledged to me that s/he signed the foregoing instrument.

Jennifer Middleton
Notary Public

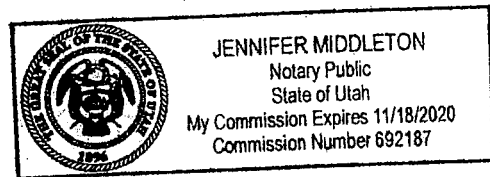


EXHIBIT A

[Legal Description of the Property]

PARCEL 2

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°56'39"E ALONG THE LINE BETWEEN A FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER AND A FOUND BRASS CAP MONUMENT AT THE EAST QUARTER CORNER OF SAID SECTION 26, 693.57 FEET AND S00°03'21"W 952.82 FEET FROM SAID FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE S89°58'24"E 162.40 FEET; THENCE N00°15'20"E 196.23 FEET; THENCE S89°41'38"E 145.42 FEET; THENCE N28°55'21"E 45.57 FEET; THENCE S89°41'38"E 274.42 FEET; THENCE S00°18'22"W 626.18 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET; THENCE N89°41'38"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 603.55 FEET; THENCE N00°15'20"E 389.16 FEET TO THE POINT OF BEGINNING.

PARCEL 4

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF REDWOOD ROAD, SAID POINT BEING S89°56'39"E ALONG THE LINE BETWEEN A FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER AND A FOUND BRASS CAP MONUMENT AT THE EAST QUARTER CORNER OF SAID SECTION 26, 73.73 FEET AND S00°03'21"W 1199.51 FEET FROM SAID FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE N89°54'57"E 618.99 FEET; THENCE S00°15'20"W 143.98 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET; THENCE N89°41'38"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 583.70 FEET; THENCE N44°53'34"W 48.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE N00°19'07"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 105.76 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

[Legal Description of the Utility Easement Area]

15 FOOT UTILITY EASEMENT BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°56'39"E 692.68 FEET AND S00°03'21"W 1207.08 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 26 (EAST QUARTER CORNER OF SECTION 26 BEING S89°56'39"E 5306.34 FEET FROM WEST QUARTER CORNER OF SAID SECTION 26); THENCE S55°55'43"W 210.74 FEET; THENCE S11°56'14"W 16.24 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET AND THE POINT OF TERMINUS. THE SIDES OF SAID EASEMENT EXTEND TO OR TERMINATE AT THE GRANTOR'S PROPERTY LINE.

ILLUSTRATION FOR EXHIBIT B

[Depiction of the Utility Easement Area]

