

Easements Page 1 of 18  
 Russell Shirts Washington County Recorder  
 04/23/2013 02:50:36 PM Fee \$44.00 BY FIRST  
 AMERICAN NCS - UTAH

When Recorded, Mail To:

Maverik, Inc.  
 Attn.: Dan L. Murray  
 880 West Center Street  
 North Salt Lake, Utah 84054

With a Copy To:

Shefco, LTD  
 Attn: \_\_\_\_\_  
 720 S River Rd Ste C-240  
 St George, UT 84790

APN: SG-5-2-32-251

(Space above this line for recorder's use only)

**RECIPROCAL ACCESS EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (this "**Agreement**") is entered into this 16th day of April, 2013, by and between MAVERIK, INC, a Wyoming corporation ("**Maverik**"), and SHEFCO, LTD, a Utah limited partnership ("**Shefco**"). Maverik and Shefco are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**".

**RECITALS**

A. Maverik owns certain real property located in Washington County, Utah (the "**Maverik Parcel**"). The Maverik Parcel is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Shefco owns certain real property adjacent to the Maverik Parcel also located in Washington County, Utah ("**Shefco Parcel**"). The Shefco Parcel is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Maverik purchased the Maverik Parcel from Shefco. In connection with the purchase and sale transaction between Maverik and Shefco with respect to the Maverik Parcel, Maverik and Shefco agreed to negotiate an agreement whereby Maverik would have two (2) access drives across portions of the Shefco Parcel for pedestrian and vehicular access to and from the Maverik Parcel and Shefco would have a common access drive across a portion of the Maverik Parcel for pedestrian and vehicular access to and from a portion of the Shefco Parcel.

D. Pursuant to the terms and conditions contained herein, the Parties will grant to one another a perpetual, non-exclusive access easement across a portion of the Maverik Parcel and the Shefco Parcel (the "**Reciprocal Easement Area**") for the purposes of a common access drive, a portion of which will be located on the Maverik Parcel and a portion of which will be located on the Shefco Parcel. The Reciprocal Easement Area is more particularly described and depicted on Exhibit C attached hereto and incorporated herein by this reference.

E. Pursuant to the terms and conditions contained herein, Shefco will grant to Maverik a (i) perpetual, non-exclusive access easement across a portion of the Shefco Parcel (the

“**Primary Maverik Easement Area**”), more particularly described and depicted in Exhibit D, attached hereto and incorporated herein; and (ii) perpetual, non-exclusive access across drive aisles and parking areas located on, or to be constructed on, the Shefco Parcel (the “**Secondary Maverik Easement Area**”), more particularly described and depicted in Exhibit E, attached hereto and incorporated herein, each for the purposes more fully set forth herein. The Primary Maverik Easement Area and the Secondary Maverik Easement Area are collectively known herein as, the “**Maverik Easement Area**.” The Reciprocal Easement Area, as it pertains to Shefco and Maverik, and the Maverik Easement Area, as it pertains to Maverik, are sometimes referred to herein individually as, an “**Easement Area**,” or collectively as, the “**Easement Areas**.”

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the above-mentioned recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Recitals. The recitals set forth above are true, correct and complete in all material respects, and the parties hereto incorporate the above recitals by this reference.
2. Easements.
  - 2.1. Reciprocal Grant of Easement. Each Party, as grantor, hereby grants and conveys to the other Party, as grantee, and to their successors and assigns, a private, nonexclusive easement on, over, across, through and under that portion of the Easement Area to be improved by a common access drive as more particularly described and depicted on Exhibit C, attached hereto and incorporated herein, including but not limited to: (i) the construction, installation and placement of a private access drive that may consist of curbs, gutters, and asphalt pavement (collectively, the “**Access Drive**”); (ii) the maintenance, repair, restoration, and replacement of the Access Drive; and (iii) ingress to and egress from the Maverik Parcel (as it relates to the portion of the Access Drive located on the Shefco Parcel) and the Shefco Parcel (as it relates to the portion of the Access Drive located on the Maverik Parcel) over and across the Access Drive to the publicly dedicated streets known as River Road. The Access Drive is located along a portion of the northwest boundary of the Maverik Parcel and a portion of the southwest boundary of the Shefco Parcel.
  - 2.2. Grant of Easement to Maverik. Shefco hereby grants and conveys to Maverik, a perpetual, nonexclusive access easement on, over and across the Maverik Easement Area for the benefit of the Maverik Parcel and for the purpose of pedestrian and vehicular access to and from the Maverik Parcel.
3. Reservation by the Parties. Each Party reserves the right to use its respective parcel for any use not inconsistent with the other Party’s use of its respective Easement Area as granted herein. Furthermore, Shefco reserves the right to use the Maverik Easement Area for any use not inconsistent with Maverik’s use of the Maverik Easement Area as granted herein.

4. Condition of Easement Areas. The Parties accept the Easement Areas and all aspects thereof in an "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and/or use of the Easement Areas.

5. Access. The Parties, and their agents, employees, consultants, guests, invitees, licensees, customers and other reasonably related, or similar, parties (the "**Permitted Users**") shall have the right to enter upon the Easement Areas for the purposes permitted by this Agreement. The Parties and their Permitted Users shall enter upon the Easement Areas at their sole risk and hazard, and each Party, and their successors and assigns, hereby release the other Party from any claims relating to the condition of their respective Easement Area and/or the entry upon such Easement Area by the releasing Party or their Permitted Users.

6. Abandonment of Easements. The approval by the City of St. George of the application for the construction and improvements of the Maverik Parcel and Shefco Parcel was conditioned upon the conveyance of the Easement Areas outlined in this Agreement. The Easement Areas shall not be abandoned or vacated by the Parties without the City of St. George's prior written consent, which consent will not be unreasonably withheld and which consent must be recorded in the Washington County Recorder's Office prior to the abandonment or vacation of the Easement Areas.

7. Maintenance.

7.1. General Maintenance. Subject to the terms of Section 7.2, the Parties agree to maintain their respective parcels, including but not limited to the Easement Area located on each Party's respective parcel, in good order and repair and promptly repair any damage, other than normal wear and tear, to the Easement Area. If a Party or its Permitted Users cause damage (other than normal wear and tear) to the Easement Area or the other Party's parcel, said Party shall be responsible, at its sole cost and expense, to repair said damage caused by such Party (the Party that caused, or whose Permitted Users caused, the damage) or its Permitted Users, which repair shall promptly commence, but in no case later than ten (10) days following written notice from the other Party, and shall diligently pursue repair of the damage to completion.

7.2. Maintenance of Access Drive. The Maintaining Party (hereinafter defined) shall cause the Access Drive to be properly maintained and repaired in a good, clean, safe, orderly and working condition, provided that each Party, at its sole cost and expense, will maintain any sidewalks, street lighting, and other improvements located on its parcel. Notwithstanding the above, if a Party damages the Access Drive, such Party, at its sole cost and expense, shall be responsible to repair such damage, provided, however, that this provision does not apply to normal wear and tear that may result from the anticipated use of the Access Drive. The initial "**Maintaining Party**" shall be Maverik. The Maintaining Party may resign as the Maintaining Party at any time. If the non-maintaining Party is not satisfied with the maintenance and service provided by the Maintaining Party, the Parties agree to discuss the maintenance issues in good faith and attempt to reach an amicable resolution, including the possibility of having the non-maintaining Party assume the obligations of the Maintaining Party. If no Party is

willing to be the Maintaining Party, the Parties shall decide in writing to collectively maintain the Access Drive or retain a third party to do so with the Parties each contributing one-half (1/2) the cost of collectively retaining a third party to maintain the Access Drive.

7.3. Contribution Toward Construction and Maintenance Costs. The non-maintaining Party shall pay to the Maintaining Party one-half (1/2) of the costs incurred by the Maintaining Party to maintain, repair and replace the Access Drive within thirty (30) days after receipt of a detailed statement itemizing the costs incurred by the Maintaining Party to maintain, repair and replace the Access Drive. If the asphalt needs to be resurfaced or if any maintenance or repair needs to be performed the cost of which would exceed \$5,000, both Parties must agree on such work and the cost thereof.

8. Self Help. In the event a Party fails to fulfill its obligations to maintain and repair the Easement Area (the "**Defaulting Party**") pursuant to Section 7 above, after ten (10) days written notice from the other Party (the "**Non-Defaulting Party**") to perform in accordance with this Agreement (unless in case of emergency wherein no written notice will be required), the Non-Defaulting Party may, in its commercially reasonable discretion, enter the Easement Area for the purpose of maintaining the Easement Area and the Defaulting Party shall pay the Non-Defaulting Party, upon demand, the Non-Defaulting Party's actual costs incurred in maintaining the Easement Area. A case of emergency includes, but is not limited to, restricting vehicular access across the Easement Area to and from a Party's parcel for a period of twenty-four (24) consecutive hours.

9. Compliance with Laws. The Parties will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers.

10. Insurance. Each Party shall obtain and maintain a policy of commercial general liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about their respective Easement Area. If either Party is self-insured, such Party shall have the right to satisfy its insurance obligations hereunder in accordance with such Party's self-insurance program so long as such Party maintains actuarially sound reserves.

11. Indemnification. The Parties and their successors and assigns hereby agree to indemnify, defend and hold each other harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of the use of the Easement Area by the indemnifying Party and/or their Permitted Users, or their successors or assigns and their Permitted Users. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

12. Notices. Any notice required or desired to be given under this Agreement will be considered given: (a) when delivered in person to the recipient named below; (b) when delivered by a reputable overnight delivery service; or (c) three (3) days after deposit in the United States

mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and/or party intended. Communications may also be given by e-mail or facsimile, provided the communication is concurrently given by one of the above methods. All notices shall be given at the following addresses:

If to Maverik: **Maverik, Inc.**  
880 West Center Street  
North Salt Lake, Utah 84010  
Attn: Mr. Dan L. Murray

With copies to: **Maverik, Inc.**  
880 West Center Street  
North Salt Lake, Utah 84010  
Attn: Legal Department

And: **Maverik, Inc.**  
880 West Center Street  
North Salt Lake, Utah 84010  
Attn: Chief Financial Officer

If to Shefco: **Shefco Ltd.**  
Attn: \_\_\_\_\_  
720 S River Rd., Ste C-240  
St. George, Utah 84790

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

13. Miscellaneous.

13.1. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

13.2. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

13.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

13.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or

remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

13.5. Rights and Remedies. The rights and remedies of the Parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. The Parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

13.6. Attorneys' Fees. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either party against the other party to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees.

13.7. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

13.8. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

13.9. No Public Use/Dedication. The parcels are and shall at all times remain the private property of the respective grantor thereof. The use of either of the parcels by either Maverik or Shefco shall be limited to the express purposes contained herein by the respective grantee hereunder. Neither Party, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the other Party's parcel beyond the express terms and conditions of this Agreement.

13.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. A copy, facsimile or email transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

MAVERIK,

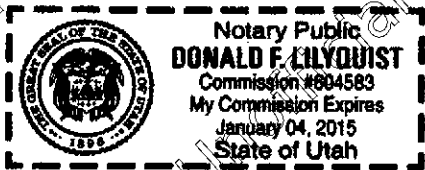
MAVERIK, INC.,  
a Wyoming corporation

By: *Jan L Murray*  
Name: Jan L Murray  
Its: VP Real Estate

STATE OF UTAH )  
                  DAVIS )  
COUNTY OF SALT LAKE )

On this 19th day of APRIL, 2013, personally appeared before me Jan L. Murray, known or satisfactorily proved to me to be the VP REAL ESTATE of Maverik, Inc., a Wyoming corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

*Donna F. Lilquist*  
Notary Public for the State of Utah







**EXHIBIT A**

(Legal Description of the Maverik Parcel)

Real property situated in Washington County, State of Utah which is more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE SOUTH 1206.35 FEET AND WEST 1522.11 FEET TO THE POINT OF BEGINNING; THENCE S20°45'12"E 140.74 FEET; THENCE S01°23'25"E 114.06 FEET TO THE NORTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES:; (1) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 98.98 FEET, A RADIUS OF 2781.04 FEET, A CHORD BEARING OF S88°29'16"W, AND A CHORD LENGTH OF 98.98 FEET; (2) S83°15'32"W 40.08 FEET; (3) S82°50'58"W 61.10 FEET; AND (4) ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 7.46 FEET, A RADIUS OF 36.00 FEET, A CHORD BEARING OF S88°46'58"W, AND A CHORD LENGTH OF 7.44 FEET TO THE EAST RIGHT OF WAY LINE OF RIVER ROAD; THENCE N17°11'21"W ALONG SAID EAST RIGHT OF WAY LINE 266.98 FEET; THENCE N88°36'36"E 233.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,929 SQUARE FEET OR 1.330 ACRES

**EXHIBIT B**

(Legal Description of the Shefco Parcel)

Real property situated in Washington County, State of Utah which is more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE WEST 1813.45 FEET AND SOUTH 1023.65 FEET TO THE POINT OF BEGINNING; THENCE S55°28'12"E 32.62 FEET; THENCE S51°21'40"E 15.52 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 90.84 FEET, A RADIUS OF 151.84 FEET, A CHORD BEARING OF S68°29'59"E, AND A CHORD LENGTH OF 89.49 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 77.59 FEET, A RADIUS OF 243.82 FEET, A CHORD BEARING OF S76°31'19"E, AND A CHORD LENGTH OF 77.26 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 176.26 FEET, A RADIUS OF 5553.15 FEET, A CHORD BEARING OF S66°29'46"E, AND A CHORD LENGTH OF 176.25 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 129.59 FEET, A RADIUS OF 493.11 FEET, A CHORD BEARING OF S58°03'28"E, AND A CHORD LENGTH OF 129.22 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 69.93 FEET, A RADIUS OF 384.97 FEET, A CHORD BEARING OF S55°43'58"E, AND A CHORD LENGTH OF 69.83 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 83.88 FEET, A RADIUS OF 202.42 FEET, A CHORD BEARING OF S72°48'28"E, AND A CHORD LENGTH OF 83.28 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.49 FEET, A RADIUS OF 172.97 FEET, A CHORD BEARING OF S73°10'12"E, AND A CHORD LENGTH OF 69.02 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.79 FEET, A RADIUS OF 192.96 FEET, A CHORD BEARING OF S73°21'34"E, AND A CHORD LENGTH OF 78.24 FEET; THENCE S85°03'26"E 82.47 FEET; THENCE S28°21'35"E 21.30 FEET; THENCE S70°55'02"E 55.83 FEET; THENCE N32°52'49"E 185.53 FEET; THENCE S77°36'45"E 227.16 FEET; THENCE S12°23'15"W 237.57 FEET TO THE NORTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 74.27 FEET, A RADIUS OF 2794.00 FEET, A CHORD BEARING OF N78°10'08"W, AND A CHORD LENGTH OF 74.27 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 669.16 FEET, A RADIUS OF 2794.00 FEET, A CHORD BEARING OF N85°47'29"W, AND A CHORD LENGTH OF 667.56 FEET; AND (3) THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF

81.23 FEET, A RADIUS OF 2781.04 FEET, A CHORD BEARING OF N89°39'21"W, AND A CHORD LENGTH OF 81.23 FEET; THENCE N01°23'25"W 114.06 FEET; THENCE N20°45'12"W 140.74 FEET; THENCE S88°36'36"W 233.14 FEET TO THE EAST RIGHT OF WAY OF RIVER ROAD; THENCE N17°11'21"W ALONG SAID EAST RIGHT OF WAY LINE 197.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 187,241 SQUARE FEET OR 4.298 ACRES

**EXHIBIT C**

(Legal Description and Depiction of the Reciprocal Easement Area)

**The Reciprocal Easement Area on the Maverik Parcel (Cross Access Easement A):**

Real property situated in Washington County, State of Utah which is more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE SOUTH 1210.14 FEET AND WEST 1678.44 FEET TO THE POINT OF BEGINNING; THENCE S01°23'24"E 30.82 FEET; THENCE S88°36'36"W 48.00 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 18.47 FEET, A RADIUS OF 10.00 FEET, A CHORD BEARING OF N54°17'23"W, AND A CHORD LENGTH OF 15.95 FEET; THENCE S72°48'39"W 9.66 FEET TO THE EAST RIGHT OF WAY OF RIVER ROAD; THENCE N17°11'21"W ALONG SAID EAST RIGHT OF WAY, 24.77 FEET; THENCE N88°36'36"E 76.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,056 SQUARE FEET OR 0.047 ACRES

**The Reciprocal Easement Area on the Shefco Parcel (Cross Access Easement B):**

Real property situated in Washington County, State of Utah which is more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE SOUTH 1210.14 FEET AND WEST 1678.44 FEET TO THE POINT OF BEGINNING; THENCE S88°36'36"W 76.76 FEET TO THE EAST RIGHT OF WAY LINE OF RIVER ROAD; THENCE N17°11'21"W ALONG SAID EAST RIGHT OF WAY LINE, 15.23 FEET; THENCE N72°48'39"E 9.66 FEET; THENCE S17°11'21"E 1.50 FEET; THENCE N88°36'36"E 71.20 FEET; THENCE S01°23'24"E 15.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,253 S.F. OR 0.029 ACRES

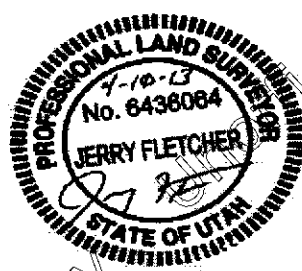
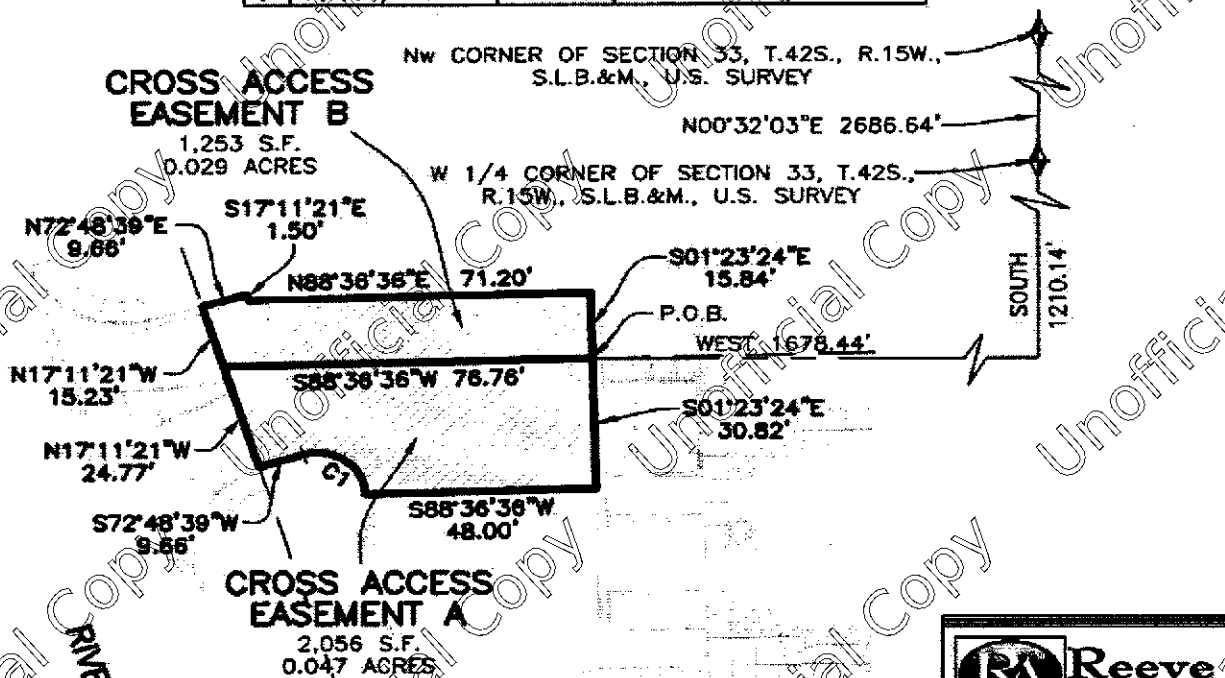
[Depiction of the Reciprocal Easement Area follows]


**EXHIBIT C**

Continued

(Depiction of the Reciprocal Easement Area)

#	RADIUS	ARC LTH	CHD LTH	CHD BEARING	DELTA
C1	10.00'	18.47'	15.95'	N54°17'23"W	105°47'57"






**Reeve & Associates, Inc.**  
 920 CHAMBERS STREET, SUITE 14  
 CODY, UTAH 84303  
 TEL: (201) 621-3408  
 FAX: (201) 621-2988  
 WWW.REEVE-ASSOCIATES.COM

LAND PLANNING • SURVEYING  
 LAND ACQUISITION • CIVIL ENGINEERING  
 ENVIRONMENTAL ENGINEERING • LANDSCAPE ARCHITECTURE

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**Adventure's First Stop**



**MAVERIK, Inc.**  
 NEC of River Rd. &  
 1450 South St.  
 St. George, UT 84790

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ISSUE:	02-26-13
PROJECT NO:	5799-104
CAD DWG FILE:	
DRAWN BY:	NCA
CHECKED BY:	CC

**EXHIBIT D**

(Legal Description and Depiction of the Primary Maverik Easement Area)

Real property situated in Washington County, State of Utah, which is more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE SOUTH 1397.27 FEET AND WEST 1359.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47.02 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 7.22 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF S13°47'30"E, AND A CHORD LENGTH OF 7.15 FEET TO THE NORTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 30.37 FEET, A RADIUS OF 2794.00 FEET, A CHORD BEARING OF S87°39'32"W, AND A CHORD LENGTH OF 30.37 FEET; AND (2) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 12.40 FEET, A RADIUS OF 2781.04 FEET, A CHORD BEARING OF N88°56'49"W, AND A CHORD LENGTH OF 12.40 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 5.41 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF N11°03'51"E, AND A CHORD LENGTH OF 5.39 FEET; THENCE N00°44'22"E 4.71 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 7.84 FEET, A RADIUS OF 5.00 FEET, A CHORD BEARING OF N44°12'34"W, AND A CHORD LENGTH OF 7.06 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 65.36 FEET, A RADIUS OF 2796.04 FEET, A CHORD BEARING OF N89°49'40"W, AND A CHORD LENGTH OF 65.36 FEET TO THE EAST LINE OF THE MAVERIK PROPERTY; THENCE N01°23'25"W ALONG SAID EAST LINE 49.84 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 15.52 FEET, A RADIUS OF 10.00 FEET, A CHORD BEARING OF S45°51'04"E, AND A CHORD LENGTH OF 14.01 FEET; THENCE S89°41'02"E 62.15 FEET; THENCE N90°00'00"E 39.24 FEET TO THE POINT OF BEGINNING.

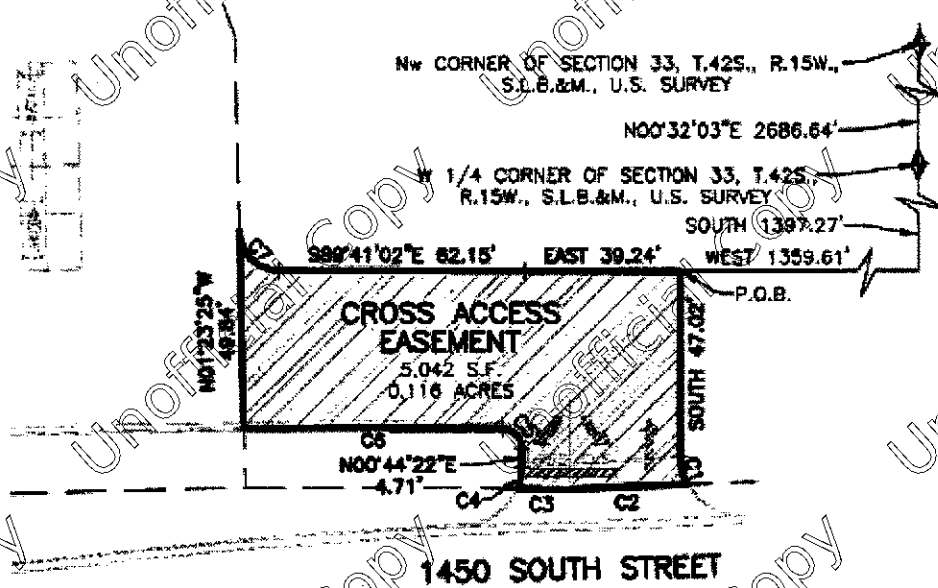
CONTAINING 5,042 SQUARE FEET OR 0.116 ACRES

[Depiction of the Primary Maverik Easement Area follows]

**EXHIBIT D**


Continued

(Depiction of the Primary Maverik Easement Area)




#	RADIUS	ARC LTH.	CHD LTH.	TANG	CHD BEARING	DELTA
C1	15.00'	7.22'	7.15'	3.68'	S13°47'30\"E	27°36'06"
C2	2794.00'	30.37'	30.37'	15.19'	S87°39'32\"W	0°32'22"
C3	2781.04'	32.40'	12.40'	6.20'	N88°56'49\"W	0°15'19"
C4	15.00'	5.41'	5.39'	2.74'	N11°03'51\"E	20°40'58"
C5	5.06'	7.85'	7.06'	4.99'	N44°12'34\"W	89°53'51"
C6	2786.04'	65.36'	65.36'	32.68'	N89°49'40\"W	1°20'22"
C7	10.00'	15.52'	14.01'	8.81'	S43°51'04\"E	88°55'18"





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**Surveyors' First Stop**



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 NE of River Rd. &  
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 CAD DWG FILE:  
 DRAWN BY: MKA  
 CHECKED BY: GC

**EXHIBIT E**

(Legal Description and Depiction of the Secondary Maverik Easement Area)

Real property situated in Washington County, State of Utah which is more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 33; THENCE WEST 1813.45 FEET AND SOUTH 1023.65 FEET TO THE POINT OF BEGINNING; THENCE S55°28'12"E 32.62 FEET; THENCE S51°21'40"E 15.52 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 90.84 FEET, A RADIUS OF 151.84 FEET, A CHORD BEARING OF S68°29'59"E, AND A CHORD LENGTH OF 89.49 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 77.59 FEET, A RADIUS OF 243.82 FEET, A CHORD BEARING OF S76°31'19"E, AND A CHORD LENGTH OF 77.26 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 176.26 FEET, A RADIUS OF 5553.15 FEET, A CHORD BEARING OF S66°29'46"E, AND A CHORD LENGTH OF 176.25 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 129.59 FEET, A RADIUS OF 493.11 FEET, A CHORD BEARING OF S58°03'28"E, AND A CHORD LENGTH OF 129.22 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 69.93 FEET, A RADIUS OF 384.97 FEET, A CHORD BEARING OF S55°43'58"E, AND A CHORD LENGTH OF 69.83 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 83.88 FEET, A RADIUS OF 202.42 FEET, A CHORD BEARING OF S72°48'28"E, AND A CHORD LENGTH OF 83.28 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 69.49 FEET, A RADIUS OF 172.97 FEET, A CHORD BEARING OF S73°10'12"E, AND A CHORD LENGTH OF 69.02 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.79 FEET, A RADIUS OF 192.96 FEET, A CHORD BEARING OF S73°21'34"E, AND A CHORD LENGTH OF 78.24 FEET; THENCE S85°03'26"E 82.47 FEET; THENCE S28°21'35"E 21.30 FEET; THENCE S70°55'02"E 55.83 FEET; THENCE N32°52'49"E 185.53 FEET; THENCE S77°36'45"E 227.16 FEET; THENCE S12°23'15"W 237.57 FEET TO THE NORTH RIGHT OF WAY LINE OF 1450 SOUTH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 74.27 FEET, A RADIUS OF 2794.00 FEET, A CHORD BEARING OF N78°10'08"W, AND A CHORD LENGTH OF 74.27 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 669.16 FEET, A RADIUS OF 2794.00 FEET, A CHORD BEARING OF N85°47'29"W, AND A CHORD LENGTH OF 667.56 FEET; AND (3) THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF



81.23 FEET, A RADIUS OF 2781.04 FEET, A CHORD BEARING OF N89°39'21"W, AND A CHORD LENGTH OF 81.23 FEET; THENCE N01°23'25"W 114.06 FEET; THENCE N20°45'12"W 140.74 FEET; THENCE S88°36'36"W 233.14 FEET TO THE EAST RIGHT OF WAY OF RIVER ROAD; THENCE N17°11'21"W ALONG SAID EAST RIGHT OF WAY LINE 197.16 FEET TO THE POINT OF BEGINNING.

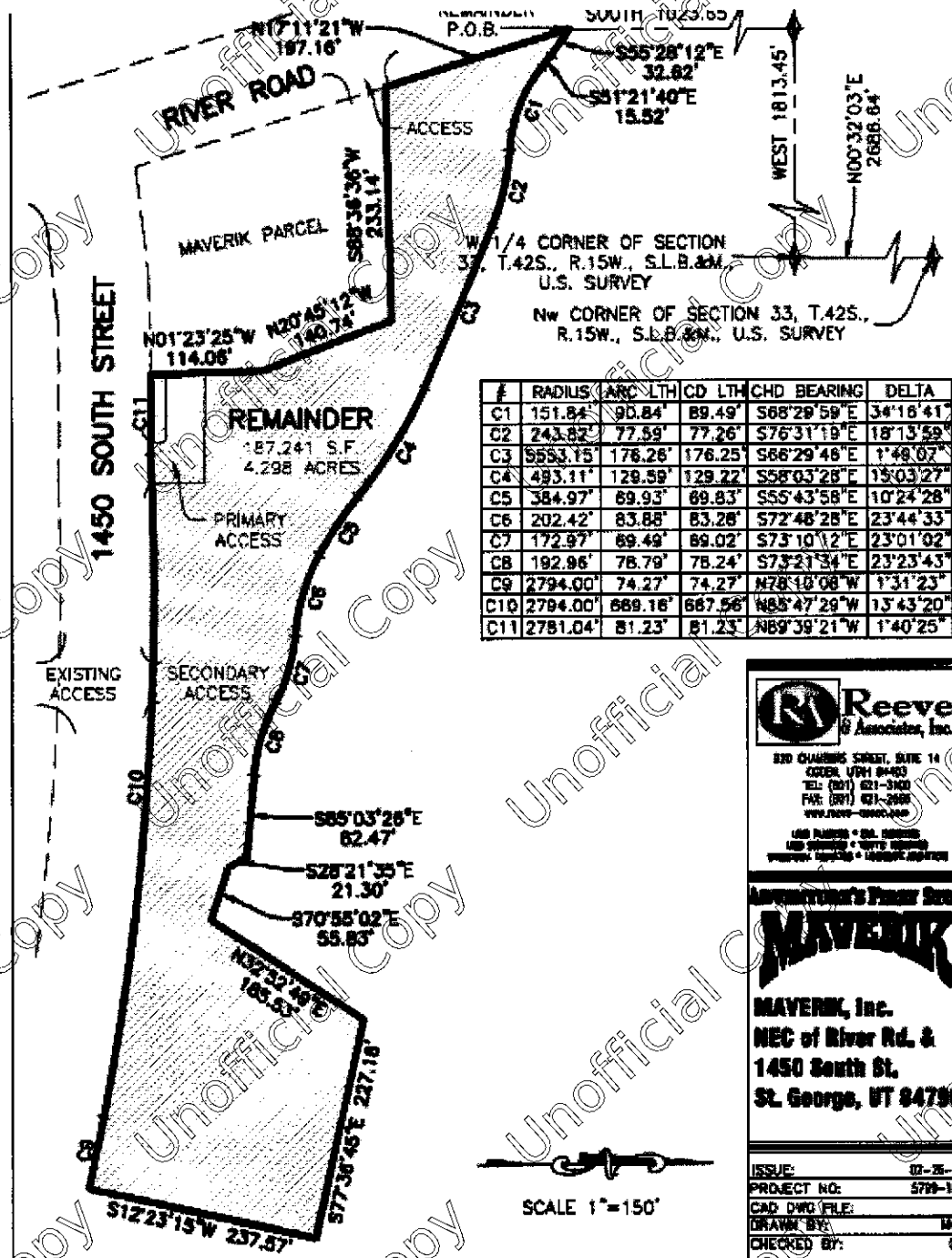
CONTAINING 187,241 SQUARE FEET OR 4.298 ACRES

*[Depiction of the Secondary Maverik Easement Area follows]*

**EXHIBIT E**

Continued

(Depiction of the Secondary Maverik Easement Area)



#	RADIUS	ARC LTH	CD LTH	CHD BEARING	DELTA
C1	151.84'	90.84'	89.49'	S68°29'59"E	34°16'41"
C2	243.82'	77.59'	77.26'	S76°31'19"E	18°13'59"
C3	5553.15'	176.28'	176.25'	S66°29'48"E	1°48'07"
C4	493.11'	129.59'	129.22'	S58°03'28"E	15°03'27"
C5	384.97'	89.93'	89.83'	S55°43'58"E	10°24'28"
C6	202.42'	83.88'	83.28'	S72°48'28"E	23°44'33"
C7	172.97'	89.49'	89.02'	S73°10'12"E	23°01'02"
C8	192.96'	78.79'	78.24'	S73°21'34"E	23°23'43"
C9	2794.00'	74.27'	74.27'	N78°10'08"W	1°31'23"
C10	2794.00'	689.18'	687.56'	N85°47'29"W	13°43'20"
C11	2781.04'	81.23'	81.23'	N89°39'21"W	1°40'25"

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