

After recording, return to:
FJ Management Inc.
Attn.: Tom Schofield
185 South State Street, Suite 1300
Salt Lake City, UT 84111

APN: 58:020:0223

[Space Above for Recorder's Use]

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this "Declaration") is made this 13th day of June, 2018, by BONNIE HARDMAN, as Trustee of the Gary & Bonnie Hardman Living Trust ("Declarant"), to be effective upon recordation in the Official Records of Utah County, Utah.

RECITALS

A. Declarant is the fee simple owner of that certain real property located in the City of Lehi, Utah County, State of Utah (the "**Property**"), which Property is located on the Southeast Corner of 2100 North and 3600 West, in Lehi, 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 an access easement upon the Property which shall be for the benefit of the Owners 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, including, specifically, Maverik, Inc., a Utah corporation, or any entity controlling, controlled by, or under common control of Maverik ("**Maverik**").

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare as follows:

1. The Property Subject to the Easement. 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 easement set forth in Section 2 of this Declaration (the "**Easement**"). Further, in the event of any sale, conveyance or transfer of any

portion of the Property to a third party, said Easement shall remain effective against and for the benefit of such other portions of the Property.

2. Access Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive access easement (the “**Access Easement**”) on, over and across 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 “**Access Easement Area**”). The Access Easement granted in this Section 2 shall be solely for an access way for pedestrian and vehicular ingress and egress on, over, across, and through the Property. The Access Easement shall burden and benefit the Property and shall be for the use of the Owners as well as Maverik. If there is any discrepancy between the legal description and the depiction, the legal description shall control. So long as Maverik is a tenant of a portion of the Property, any material modifications to the Access Easement by the Owners must be approved in writing by Maverik, which approval may not be unreasonably withheld, and subject to such conditions as may be imposed by the City of Lehi.

3. Maintenance of Access Easement Area. The Owners will share equally any and all maintenance costs and expenses associated with the improvements located on or in the Access Easement Area.

4. Specific Damage. Notwithstanding anything to the foregoing, if there is any damage to the landscaping, paved areas, and the improvements/utilities constructed on or under any portion of the Access Easement Area 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, such 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 Access Easement 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: (i) a majority of the Owners of the Property, and (ii) Maverik, so long as it is a tenant of a portion 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, which entity is an express beneficiary of the terms and conditions of this Declaration and the Easement 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]

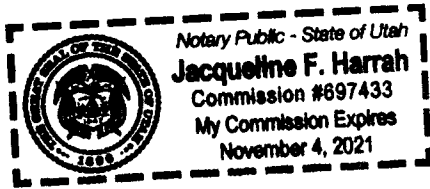
IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: GARY & BONNIE HARDMAN LIVING TRUST

By: *Bonnie Hardman*
Bonnie Hardman, Trustee

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On this 12 day of June, 2018, personally appeared before me Bonnie Hardman, Trustee of the Gary & Bonnie Hardman Living Trust, who acknowledged to me that she signed the foregoing instrument.



J. Harrah
Notary Public

EXHIBIT A**[Legal Description of the Property]**

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF THE RIGHT-OF-WAY OF S.P.L.A. AND S.L.R.R., 1.30 CHAINS SOUTH OF THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 18.70 CHAINS TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE EAST 20 CHAINS; THENCE NORTH 26.76 CHAINS TO THE SOUTHWESTERN LINE OF SAID RAILWAY COMPANY'S LAND; THENCE ALONG SAID LAND SOUTH 67°50' WEST 21.60 CHAINS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF SUBJECT PROPERTY CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED MAY 18, 1993 AS ENTRY NO. 31142 IN BOOK 3150 AT PAGE 344 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 1307 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 13 FEET; THENCE EAST 1320 FEET; THENCE NORTH 13 FEET; THENCE WEST 1320 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ALL OF PLAT "A", HUNTER ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JUNE 14, 1994 AS ENTRY NO. 49523, AND AS MAP FILING NO. 5575-67 IN THE OFFICE OF THE UTAH COUNTY RECORDER.

ALSO LESS AND EXCEPTING THAT PORTION OF SUBJECT PROPERTY CONVEYED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MARCH 10, 2009 AS ENTRY NO. 25289:2009 OF OFFICIAL RECORDS, BEING A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SW1/4NW1/4 AND THE NW1/4SW1/4 OF SECTION 1, T. 5 S., R. 1 W., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH IS 85.80 FEET S. 00°07'26" E. (DEED = SOUTH) ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 1 (NOTE: THE EAST QUARTER CORNER OF SAID SECTION 1 BEARS S. 89°46'41" E. 5317.89 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 1); AND RUNNING THENCE N. 67°55'36" E. (DEED = N. 67°50' E.) 305.15 FEET ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT WHICH IS 48.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTERLINE OF THE WESTBOUND FRONTAGE ROAD OF PROJECT NO. MP-R399(41) AT APPROXIMATE ENGINEER STATION 68+31.22; THENCE EAST 136.78 FEET PARALLEL TO SAID CENTERLINE TO A POINT OPPOSITE

ENGINEER STATION 69+68.00; THENCE S. 87°07'18" E. 179.23 FEET TO A POINT WHICH IS 39.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CENTERLINE OPPOSITE ENGINEER STATION 71+47.00; THENCE EAST 726.04 FEET PARALLEL TO SAID CENTERLINE TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S. 00°29'08" E. (DEED=SOUTH) 366.28 FEET ALONG SAID EASTERLY BOUNDARY LINE TO A POINT WHICH IS 34.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF THE EASTBOUND FRONTAGE ROAD OF SAID PROJECT DESIGNATED AS POINT "D" AT APPROXIMATE ENGINEER STATION 268+13.66; THENCE WEST 1217.66 FEET PARALLEL TO SAID CENTERLINE TO A POINT OPPOSITE ENGINEER STATION 255+96.00; THENCE S. 43°08'14" W. 82.18 FEET TO A POINT WHICH IS 94.00 FEET RADIALY DISTANT SOUTHERLY FROM SAID CENTERLINE AT ENGINEER STATION 255+40.00 DESIGNATED AS POINT "C"; THENCE N. 88°37'43" W. 53.18 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N. 00°07'26" W. (DEED=NORTH) 319.29 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO LESS AND EXCEPTING ANY PORTION OF SUBJECT PROPERTY LYING NORTH OF STATE ROUTE 85 (2100 NORTH STREET).

EXHIBIT B

[Legal Description of the Access Easement Area]

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 3600 WEST STREET, SAID POINT BEING S00°07'27"E ALONG THE SECTION LINE, 610.43 FEET AND N89°52'33"E 53.18 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE N89°52'34"E 223.20 FEET; THENCE S00°07'26"E 40.00 FEET; THENCE S89°52'34"W 223.20 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 3600 WEST STREET; THENCE N00°07'40"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,928 SQUARE FEET OR 0.205 ACRES MORE OR LESS

ILLUSTRATION FOR EXHIBIT B

[Depiction of the Access Easement Area]

