

**WHEN RECORDED MAIL TO:**

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Salt Lake City, Utah 84111

E 2484512 B 4871 P 1321-1340  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
9/30/2009 2:31:00 PM  
FEE \$51.00 Pgs: 20  
DEP eCASH REC'D FOR SECURITY TITLE OF DAVIS CO

**RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT**

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into as of this 10<sup>th</sup> day of September, 2009, by and between East Layton, LLC, a Utah limited liability company (“**East Layton**”), and Maverik, Inc., a Wyoming corporation (“**Maverik**”), and Ken Golding (“**Golding**”), and this Agreement is executed in connection with the following facts:

A. East Layton is in the process of completing its development of the first phase of a commercial subdivision to be known as “**Greyhawk Subdivision**,” which first phase (herein referred to as the “**Greyhawk Plaza**”) of such commercial subdivision is depicted in the preliminary plat map on the attached Exhibit “A” located at approximately the intersection of Church Street and Highway 193, Layton City, Davis County, Utah.

B. East Layton owns four of the five commercial building lots within the Greyhawk Plaza, being identified as Parcels 2, 3, 4 and 5 on the attached Exhibit “A,” the legal descriptions of which lots are set forth on the attached Exhibit “B.” Each such commercial building lot is herein sometimes referred to individually by reference to the parcel number for such lot shown on Exhibit “A,” such as “**Parcel 2**,” “**Parcel 3**,” “**Parcel 4 North**,” “**Parcel 4 South** and “**Parcel 5**.” For convenience, Parcel 2, Parcel 3, Parcel 4 North, Parcel 4 South and Parcel 5 are sometimes collectively referred to as the “**East Layton Lots**.” East Layton owns real property located north of and contiguous to the Greyhawk Plaza (“**East Layton Outside Property**”), which property is more particularly described in Exhibit “C” attached hereto.

C. Golding is under contract to purchase Parcel 2 from East Layton and desires to confirm that Parcel 2 receives the benefit of, and Golding is willing to acknowledge and consent to the granting of, the easements and the agreements set forth below in this Agreement.

D. Maverik owns one of the five commercial building lots within the Greyhawk Plaza, such commercial building lot (the “**Maverik Property**”) being identified as Parcel 1 on the attached Exhibit “A,” which commercial building lot is more particularly described on the attached Exhibit “D.” The East Layton Lots and the Maverik Property are the only properties intended to benefit from the easements granted under this Agreement and, for convenience, the East Layton Lots and the Maverik Property are sometimes collectively referred to herein as the “**Benefitted Properties**.” Maverik and East Layton or their successor(s) to fee simple title to any or all of the Benefitted Properties are sometimes herein referred to collectively as “**Owners**” and individually as an “**Owner**.”

E. Subject to the terms of this Agreement, the parties hereto desire to grant reciprocal easements across property owned by them within the Greyhawk Plaza exclusively for the benefit of the other properties within the Greyhawk Plaza, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, East Layton, Maverik and Golding hereby agree as follows:

1. Easements Over Maverik Property. Maverik hereby grants, conveys and warrants to East Layton a non-exclusive, perpetual, free and unobstructed easement over and across those portions of the Maverik Property described on the attached Exhibit "E" (the "**Maverik Roadway Area**"), exclusively for the purposes of vehicular and pedestrian ingress and egress to and from the Benefitted Properties and any portion thereof, from or to Church Street, Highway 193 and from any of the Benefitted Properties. In addition, Maverik hereby grants, conveys and warrants to East Layton a non-exclusive, perpetual easement under and across those portions of the Maverik Property described on Exhibit "F" (the "**Maverik Utility Area**") for the installation, operation, maintenance, repair and replacement of underground utility lines and related underground equipment within the Maverik Utility Area for the exclusive purpose of providing public utilities to the Benefitted Properties and any portion thereof.

2. Easements Over East Layton Lots. East Layton and Golding hereby grant, convey and warrant to Maverik and to each other non-exclusive, perpetual, free and unobstructed easements over and across those portions of the East Layton Lots and the East Layton Outside Area described on the attached Exhibit "G" (the "**East Layton Easement Area**"), exclusively for the purposes of: (a) vehicular and pedestrian ingress and egress to and from the Benefitted Properties and any portion thereof, from or to Church Street, Highway 193 and from any of the Benefitted Properties; and (b) the installation, operation, maintenance, repair and replacement of underground utility lines and related underground equipment within the East Layton Easement Area for the exclusive purpose of providing public utilities to the Benefitted Properties and any portion thereof. For convenience, the Maverik Roadway Area and the East Layton Easement Area are sometimes collectively referred to as the "**Easement Areas.**"

3. Agreements with Respect to Easements. The following terms and provisions shall govern the rights and obligations of the parties and their successors in interest with respect to the easements (collectively, the "**Easements**") granted in Sections 1 and 2 of this Agreement.

3.1 No Barriers or Interference. No Owner shall construct any improvements upon the Easement Areas, other than the installation of asphalt or concrete surfaces or the installation of underground utilities consistent with the uses intended for the Easement Areas. No owner shall construct or place, or permit to be constructed or placed upon, its respective portion of the Easement Areas any fences, curbs, barriers or other

obstacles which would prevent, obstruct or impede the passage of pedestrians or vehicles within or across the Easement Areas. The foregoing provisions shall not prohibit the temporary erection of a barricade which is reasonably necessary for the construction, repair or maintenance of any portion of the an Owner's property; provided, however, that any such work shall be conducted in a manner calculated to cause the least interference to the use of the Easement Areas as is reasonably possible.

3.2 Use of Easements. Subject to the limitations contained herein, Owners may authorize their respective tenants of any of the Benefitted Properties and invitees (including, without limitation, employees, customers, vendors and agents) to use the Easement Areas for the purposes and subject to the limitations stated herein; provided, that the Owner authorizing such persons to use the Easement Areas shall be responsible for causing such persons to use the Easement Areas in accordance with the terms, provisions and limitations set forth in this Agreement.

3.3 No Parking Rights. Neither the Easements granted hereby nor any other provision of this Agreement grants or otherwise gives rise to any parking easements or parking rights upon the Maverik Property, the East Layton Lots or any portion thereof.

3.4 No Parking in Easement Areas. Parking is prohibited in all of the Easement Areas and the Owners shall take such reasonable actions as may be necessary to prevent parking: (a) by its tenants and invitees (including, without limitation, employees, customers, agents and invitees of such tenants) from parking in any of the Easement Areas; and (b) upon those portions of the Easement Areas located upon the property of such Owner.

4. Covenants Run With Land/No Mergers. This Agreement and all of the provisions contained herein shall be covenants running with the real properties referenced herein, shall be enforceable against all present and subsequent Owners thereof, and: (i) are made for the direct, mutual and reciprocal benefit of both the Maverik Property and the East Layton Lots; (ii) shall create equitable servitudes upon the Maverik Property for the benefit of the East Layton Lots; (iii) shall create equitable servitudes upon the East Layton Lots for the benefit of the Maverik Property; (iv) shall constitute covenants that run with the land, which covenants shall bind and benefit the parties to this Agreement and any other Owner which at anytime acquires fee simple interest in any of the Benefitted Properties and their respective successors in interest, as contemplated by this Agreement; and (v) the easements and rights created hereunder shall not be merged with respect to any of the lots within the Greyhawk Plaza should more than one of the lots within the Greyhawk Plaza be owned by the same person at the same time, including without limitation the multiple lots within the Greyhawk Plaza that are owned by East Layton at the time of the parties' execution of this Agreement.

5. Breach Will Not Terminate. No breach or violation of any provision of this Agreement will entitle any person or entity to cancel, rescind or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies to which an Owner may be entitled at law or in equity by reason of a breach of this Agreement.

6. Warranties of Authority and Title.

6.1 Maverik Warranty. Maverik represents and warrants to East Layton that, at the time of the execution and delivery of this Agreement: (a) Maverik is the sole owner of fee simple title to the Maverik Property and that Maverik has full right, power, and authority to enter into and perform Maverik's obligations under this Agreement; and (b) the Easements granted by Maverik pursuant to Section 1 of this Agreement shall be superior to any purchase agreement, option, deed of trust, mortgage, monetary lien of any nature or lease against the Maverik Property.

6.2 East Layton Warranty. East Layton represents and warrants to Maverik that, at the time of the execution and delivery of this Agreement: (a) East Layton is the sole owner of fee simple title to the East Layton Lots and that, with the execution of this Agreement by Golding, East Layton has full right, power, and authority to enter into and perform East Layton's obligations under this Agreement; and (b) the Easements granted by East Layton and Golding pursuant to Section 2 of this Agreement shall be superior to any purchase agreement (including without limitation the Real Estate Purchase Contract pursuant to which Golding is acquiring Parcel 2), option, deed of trust, mortgage, monetary lien of any nature or lease against the East Layton Lots or any portion of the East Layton Lots.

7. Modification. The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement of all of the Owners of fee simple record title to the Benefitted Properties and all of the beneficiaries, trustees and mortgagees (collectively, "Lenders") holding any trust deeds or mortgages of record encumbering the Benefitted Properties or any portion thereof. No consent to the modification, from time to time, or termination of any or all of the provisions of this Agreement shall ever be required from any persons other than such Owners and Lenders. No consent shall be required of any tenant of the Maverik Property or of the East Layton Lots or any portion thereof, nor shall any such tenant have any right to enforce any provision of this Agreement or any modification hereof.

8. Not A Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of either the Maverik Property or the East Layton Lots to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purposes expressed herein.

9. Property Tax. Nothing contained in this Agreement is intended to relieve the Owners of the Maverik Property or the East Layton Lots, or any portion thereof, from timely satisfying all property and other taxes assessed against all or any portion of the Maverik Property or the East Layton Lots. Each Owner shall keep the taxes assessed against its portion of the Easement Areas paid current.

10. Owner's Liability/Maintenance. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the

Easement Areas owned by it which accrue during the period of its ownership. Each Owner may extend the rights and benefits that such Owner is entitled to receive under this Agreement to its tenants and invitees (including, without limitation, employees, customers, agents and invitees of such tenants) (collectively, "Invitees") at and upon either the Maverik Property or the East Layton Lots or any portion thereof, as the case may be; provided, that such Owner shall be responsible for the compliance of such Invitees with the terms and provisions of this Agreement. With respect to the portion of the Easement Areas transferred, the transferee Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to the transfer of ownership and during the period of such Owner's ownership. Each Owner shall, at its cost and expense, maintain and keep those portions of the Easement Areas that lie on such Owner's respective property in good condition and repair, evenly paved, reasonably free and clear of snow, rubbish, debris, and obstructions which would interfere with the easements granted under this Agreement.

11. Term. The Easements, restrictions, rights, terms and provisions of this Agreement are perpetual.

12. No Other Rights. The Easements shall benefit and be used only for the purposes of providing ingress, egress and utilities to the Benefitted Properties as provided in this Agreement. Without limiting the generality of the foregoing sentence, the Easements shall not establish any rights for the East Layton Outside Property or be used to provide ingress, egress or utilities to the East Layton Outside Property, or any portion thereof, or any other real property not included within the Benefitted Properties. Maverik, East Layton and Golding further acknowledge that, except for: (i) the Easements granted pursuant to this Agreement; and (ii) any easements of record in the Davis County Recorder's office, Maverik has no right to use any portion of the East Layton Lots and East Layton and Golding have no right to use any portion of the Maverik Property.

13. Miscellaneous Provisions.

13.1 Not Partners. The parties do not by this Agreement, in any way or for any purposes, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

13.2 No Waiver. Failure of any party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision.

13.3 Invalid Provisions. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.4 Successors and Assigns. Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the parties and their successors in interest to the Benefitted Properties or any portion thereof.

13.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

13.6 Interpretation. The parties hereto agree that this Agreement and the attached exhibits have been jointly drafted, negotiated, and agreed upon by the parties, and that any rule of contract interpretation or construction that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the exhibits and shall not be used in connection with the interpretation of this Agreement or the exhibits.

13.7 Attorney's Fees. If any action is brought to enforce or interpret any of the provisions, covenants or requirements of this Agreement, the party prevailing in such action, whether in suit or otherwise, shall be entitled to recover from the unsuccessful party reasonably attorneys' fees, including appeals and costs.

*[Signatures on following page]*


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

**EAST LAYTON:**

**EAST LAYTON, LLC**, a Utah limited liability company

By its Managers:

  
\_\_\_\_\_  
Milton P. Shipp, Manager

  
\_\_\_\_\_  
Steven R. Young, Manager

Uinta Land Investments, LLC

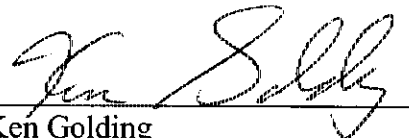
By:   
\_\_\_\_\_  
Gardner Crane, Manager

**MAVERIK:**

**MAVERIK, INC.**, a Wyoming corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GOLDING:**

  
\_\_\_\_\_  
Ken Golding

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

**EAST LAYTON:**

~~EAST LAYTON, LLC, a Utah limited liability company~~

~~By its Managers:~~

~~\_\_\_\_\_  
Milton P. Shipp, Manager~~

~~\_\_\_\_\_  
Steven R. Young, Manager~~

~~\_\_\_\_\_  
Uinta Land Investments, LLC~~

~~By: \_\_\_\_\_  
Gardner Crane, Manager~~

**MAVERIK:**

~~MAVERIK, INC., a Wyoming corporation~~

~~By: Paul Murray  
Its: VP Real Estate~~

**GOLDING:**

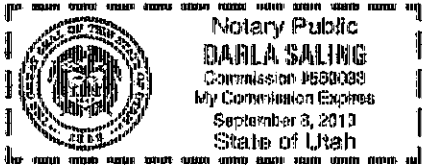
~~\_\_\_\_\_  
Ken Golding~~



STATE OF UTAH )  
 )  
 ) : ss  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me on this 22 day of September, 2009 by Dan L Murray, the VP Real Estate of Maverik, Inc., a Wyoming corporation.

Darla Salzig  
Notary Public



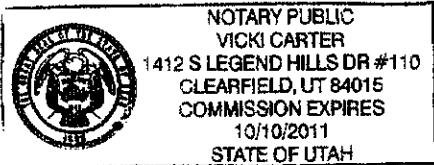
~~STATE OF UTAH )  
 )  
 ) : ss  
COUNTY OF \_\_\_\_\_ )~~

~~The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by Ken Golding.~~

~~\_\_\_\_\_  
Notary Public~~

STATE OF UTAH )  
 )  
 ) : SS  
COUNTY OF Davis )

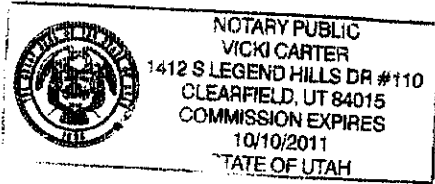
The foregoing instrument was acknowledged before me on this 10th day of September, 2009 by Milton P. Shipp, a Member of East Layton, LLC, a Utah limited liability company.



[Signature]  
Notary Public

STATE OF UTAH )  
 )  
 ) : SS  
COUNTY OF Davis )

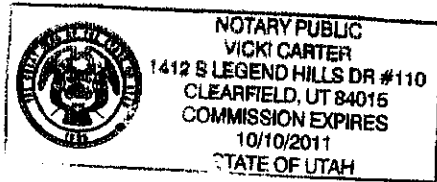
The foregoing instrument was acknowledged before me on this 10th day of September, 2009 by Steven R. Young, a Member of East Layton, LLC, a Utah limited liability company.



[Signature]  
Notary Public

STATE OF UTAH )  
 )  
 ) : SS  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me on this 10th day of September, 2009 by Gardner Crane, Manager of Uinta Land Investments, LLC, a Member of East Layton, LLC, a Utah limited liability company.



[Signature]  
Notary Public

STATE OF UTAH )  
 ) : ss  
COUNTY OF \_\_\_\_\_ )

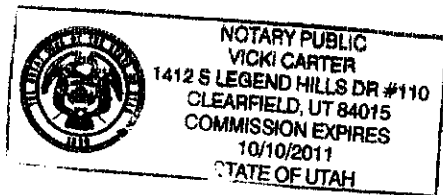
The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, the \_\_\_\_\_ of Maverik, Inc., a Wyoming corporation.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) : ss  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of September, 2009 by Ken Golding.

\_\_\_\_\_  
Notary Public



**Exhibit "A"**  
**Preliminary Site Plan of Greyhawk Plaza**

[See attached]

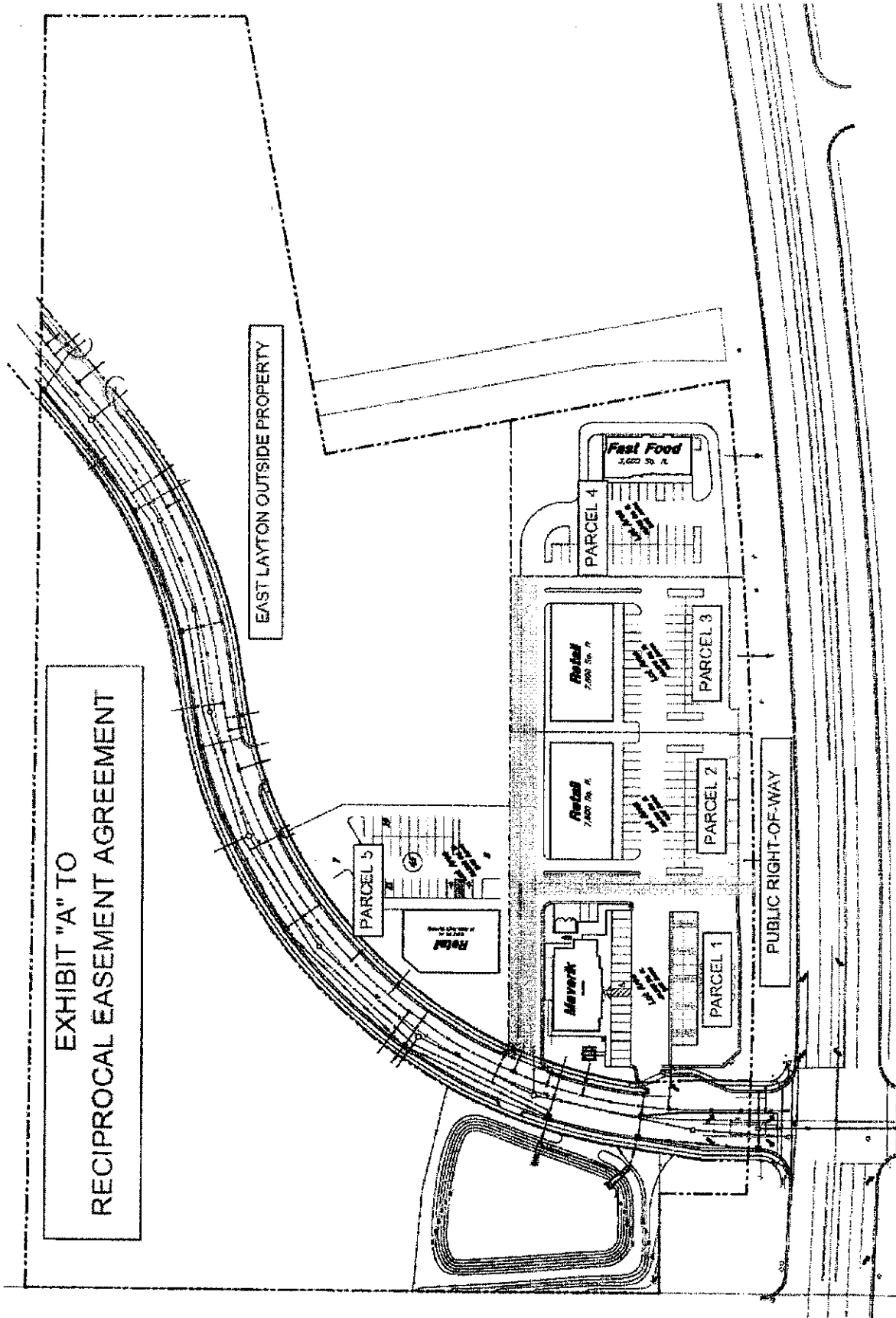


EXHIBIT "A" TO  
RECIPROCAL EASEMENT AGREEMENT

**Exhibit "B"**  
**East Layton Lots Legal Descriptions**

**Parcel 2 Legal Description:**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the Northerly Line of Utah State Highway 193 located 569.75 feet South  $89^{\circ}13'30''$  East along the Section Line; and 743.26 feet South from the North Quarter Corner of said Section 10; and running thence Westerly along the arc of a 5654.65 foot radius curve to the right a distance of 156.07 feet (Center bears North  $2^{\circ}24'09''$  West; Central Angle equals  $1^{\circ}34'53''$  and Long Chord bears South  $88^{\circ}23'17''$  West 156.06 feet along said Northerly Line of the Highway to the Southeast Corner of future Lot 1 of Greyhawk Plaza Phase 1 Subdivision as it is to be recorded; thence along the boundary of said future Lot 1 the following two courses: North 240.58 feet to the Northeasterly Corner thereof; and West 175.30 feet to the Northwesterly Corner thereof on the Southeasterly Line of Church Street; thence Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 24.29 feet (Center bears South  $68^{\circ}50'48''$  East; Central Angle equals  $2^{\circ}58'47''$ ; and Long Chord bears North  $22^{\circ}38'35''$  East 24.28 feet) along said Southeasterly Line of Church Street as it is to be dedicated to 33.00 foot half-width; thence East 321.95 feet; thence South 258.60 feet to the Northerly Line of the State Highway and the point of beginning.

**Contains 44,566 sq. ft.**  
**or 1.023 acres**

**Parcel 3 Legal Description:**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the Northerly Line of Utah State Highway 193, located 569.75 feet South  $89^{\circ}13'30''$  East along the Section Line; and 743.26 feet South from the North Quarter Corner of said Section 10; and running thence North 258.60 feet; thence East 156.77 feet; thence South 249.84 feet to the Northerly Line of said Utah State Hwy 193; thence Southwesterly along the arc of a 5654.65 foot radius curve to the right a distance of 157.02 feet (Center bears North  $3^{\circ}59'37''$  West; Central Angle equals  $1^{\circ}35'27''$  and Long Chord bears South  $86^{\circ}48'07''$  West 157.01 feet) along said Northerly Line to the point of beginning.

**Contains 39,910 sq. ft.**  
**or 0.916 acre**

**Parcel 4 Legal Description:**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point located 733.06 feet South 89°13'30" East along the Section Line; and 482.50 feet South 0°46'30" West from the North Quarter Corner of said Section 10; and running thence East 158.50 feet; thence South 10°35'06" East 236.12 feet to the Northerly Line of Utah State Highway 193; thence Southwesterly along the arc of a 5654.65 foot radius curve to the right a distance of 202.66 feet (Center bears North 6°02'49" West; Central Angle equals 2°03'13" and Long Chord bears South 84°58'47" West 202.65 feet) along said Northerly Line; thence North 249.84 feet to the point of beginning.

**Contains 43,735 sq. ft.  
or 1.004 acres**

**Parcel 5 Legal Description:**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the Southeasterly Line of Church Street located 492.37 feet South 0°07'30" West along the Quarter Section Line; and 248.83 feet East from the North Quarter Corner of said Section 10; and running thence Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 320.73 feet (Central Angle equals 39°20'59" and Long Chord bears North 43°48'28" East 314.46 feet) along said Southeasterly Line of Church Street as it is dedicated to 33.00 foot half-width; thence South 26°31'03" East 61.58 feet; thence South 171.83 feet; thence West 245.18 feet to the point of beginning.

**Contains 35,932 sq. ft.  
or 0.825 acre**

**Exhibit "C"**  
**East Layton Outside Property Legal Description**

[East Layton to provide legal description for approval by Maverik and attachment to this Agreement prior to its execution.]



**Exhibit "D"**  
**Maverik Property Legal Description**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the Northerly Line of Utah State Highway 193 located 223.72 feet South  $89^{\circ}13'30''$  East along the Section Line; and 737.61 feet South  $0^{\circ}46'30''$  West from the North Quarter Corner of said Section 10; and running thence along the Easterly Line of Church Street the following three courses: North  $0^{\circ}13'00''$  East 48.93 feet; North  $2^{\circ}21'05''$  West 70.07 feet; and Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 110.56 feet (Central Angle equals  $13^{\circ}33'51''$  and Long Chord bears North  $14^{\circ}22'16''$  East 110.30 feet); thence East 175.30 feet; thence South 227.50 feet to the Northerly Line of Utah State Highway 193; thence Westerly along the arc of a 5654.65 foot radius curve to the right a distance of 200.00 feet (Central Angle equals  $2^{\circ}01'35''$  and Long Chord bears North  $89^{\circ}30'36''$  West 199.99 feet) along said Northerly Line of State Highway 193 to the point of beginning.

**Exhibit "E"**  
**Description of Maverik Roadway Area**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at the Northwest corner of Lot 1, Greyhawk Plaza Phase 1 Subdivision, on the Easterly Line of Church Street as it exists at 33.00 foot half-width located 245.35 feet South  $89^{\circ}13'30''$  East along the Section Line; and 511.51 feet South  $0^{\circ}46'30''$  West from the North Quarter Corner of said Section 10; and running thence East 175.30 feet along the North Line of said Lot 1 to the Northeast Corner thereof; thence South 212.00 feet along the East Line of said Lot 1; thence West 18.00 feet; thence North 189.50 feet to a point of curvature; thence Northwesterly along the arc of a 12.00 foot radius curve to the left a distance of 18.85 feet (Central Angle equals  $90^{\circ}00'00''$  and Long Chord bears North  $45^{\circ}00'00''$  West 16.97 feet) to a point of tangency; thence West 149.21 feet to the Easterly Line of Church Street; thence Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 11.21 feet (Center bears South  $70^{\circ}13'19''$  East; Central Angle equals  $1^{\circ}22'30''$  and Long Chord bears North  $20^{\circ}27'57''$  East 11.21 feet) along said Easterly line of Church Street to the point of beginning.

**Contains 5,519 sq. ft.**

**Exhibit "F"**  
**Description of Maverik Utility Area**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at the Northwest corner of Lot 1, Greyhawk Plaza Phase 1 Subdivision, on the Easterly Line of Church Street as it exists at 33.00 foot half-width located 245.35 feet South  $89^{\circ}13'30''$  East along the Section Line; and 511.51 feet South  $0^{\circ}46'30''$  West from the North Quarter Corner of said Section 10; and running thence East 175.30 feet along the North Line of said Lot 1 to the Northeast Corner thereof; thence South 10.50 feet along the East Line of said Lot 1; thence West 179.21 feet to the Easterly Line of Church Street; thence Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 11.21 feet (Center bears South  $70^{\circ}13'19''$  East; Central Angle equals  $1^{\circ}22'30''$  and Long Chord bears North  $20^{\circ}27'57''$  East 11.21 feet) along said Easterly line of Church Street to the point of beginning.

**Contains 1,861 sq. ft.**

**Exhibit "G"**  
**Description of East Layton Easement Area**

A part of the Northeast Quarter of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at the Northwest corner of Lot 1, Greyhawk Plaza Phase 1 Subdivision, on the Easterly Line of Church Street as it exists at 33.00 foot half-width located 245.35 feet South 89°13'30" East along the Section Line; and 511.51 feet South 0°46'30" West from the North Quarter Corner of said Section 10; and running thence Northeasterly along the arc of a 467.00 foot radius curve to the right a distance of 14.02 feet (Center bears South 68°50'48" East; Central Angle equals 1°43'14" and Long Chord bears North 22°00'48" East 14.02 feet) along said Easterly Line; thence East 482.81 feet; thence South 26.00 feet; thence West 303.27 feet; thence South 199.00 feet; thence West 9.50 feet to the East Line of said Lot 1; thence along the boundaries of said Lot 1 the following two courses: North 212.00 feet to the Northeast Corner of said Lot 1; and West 175.30 feet to the point of beginning.

**Contains 12,268 sq. ft.**