WHEN RECORDED, MAIL TO:

Maverik, Inc. Attn: Mr. Dan L. Murray 880 West Center Street North Salt Lake, UT 84054 111.37868
02/22/2011 10:23 AM \$52.00
Book - 9906 P9 - 6415-6432
GAF?Y W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MAVER IK INC
ATTN: DAN MURRAY
880 W CENTER ST
N SALT LAKE UT
BY: ZJM, DEPUTY - WI 18 P.

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 22nd day of November, 2010 ("Effective Date") by and between GEORGE CLARK, of 1717 North 500 West, Farmington, UT 84025 ("Clark"); MAVERIK, INC., a Wyoming corporation ("Maverik"), having a mailing address at 880 West Center Street, North Salt Lake, Utah 84111 Attn: Dan Murray; and PACKAGING CORPORATION OF AMERICA, a Delaware corporation ("PCA"), having a mailing address at 460 West 500 South, Salt Lake City, Utah 84101, Attn: Lyle Wilson. Clark, Maverik, and PCA are sometimes hereinafter collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS:

- A. PCA is the owner of a parcel of real property and improvements thereon located at 460 West 500 South, Salt Lake City, Salt Lake County, Utah (the "PCA Property"), more particularly described in Exhibit A attached hereto.
- B. Clark is the owner of a parcel of real property located adjacent to the PCA Property at the northwest corner of 400 West and 500 South, Salt Lake City, Salt Lake County, Utah (the "Maverik Parcel"), more particularly described in Exhibit B attached hereto, which real property Clark has leased to Maverik pursuant to that certain Ground Lease (the "Maverik Lease") dated August 31, 2010.
- C. Maverik intends to construct a convenience store with gasoline and other fuel sales upon the Maverik Parcel and Maverik desires to obtain the right for Maverik's customers, employees, vendors, and other invitees of Maverik to cross over a portion of the PCA Property, and PCA desires to obtain the right for PCA's employees and other of PCA's invitees to the PCA Property to park upon a designated portion of the Maverik Parcel. Maverik has requested Clark to participate in the execution of this Agreement as the owner of the Maverik Parcel to grant the temporary easements upon the Maverik Parcel as provided below and Clark has agreed to do so.
- D. Subject to the terms of this Agreement, the parties hereto desire to grant the temporary easements as provided herein, on the terms and conditions hereinafter set forth below.

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

- 1. <u>Easements Over Maverik Parcel</u>. Clark and Maverik hereby grant PCA easements for the Term (as defined in Section 3 hereof) of this Agreement as follows:
 - (a) A non-exclusive easement for the parking (together with Maverik and its employees and invitees) of passenger automobiles upon that portion of the Maverik Parcel described in Exhibit C attached hereto (the "Parking Easement Area").
 - (b) A non-exclusive easement for vehicular and pedestrian ingress and egress to and from the PCA Property and the Parking Easement Area (over and across the drive lanes situated upon the Maverik Parcel, as the same may now or hereafter be configured or reconfigured by Maverik (the "Drive Lane Easement Area"). For convenience, the Drive Lane Easement Area and the Parking Easement Area are sometimes herein collectively referred to as the "Maverik Easement Areas."

Notwithstanding anything in this Agreement to the contrary, (i) PCA shall have no right to park any vehicle upon the Maverik Parcel, except in the Parking Easement Area; (ii) PCA shall have no right to park trucks, tractors, trailers, motor homes, boats, or any other vehicles or equipment upon the Parking Easement Area other than passenger automobiles, which term is intended to include pickup trucks; (iii) automobiles parked in the Parking Easement Area by authority of this agreement shall be used and moved not less frequently than weekly; and (iv) only operational automobiles may be parked in the Parking Easement Area.

- 2. <u>Easements Over PCA Property</u>. PCA hereby grants to Maverik for the Term (as defined in Section 3 hereof) of this Agreement a non-exclusive easement over and across that portion of the PCA Property described in <u>Exhibit D</u> attached hereto (the "PCA Easement Area") for purposes of vehicular and pedestrian ingress and egress to and from the Maverik Parcel, and any portion thereof, from 500 South Street.
- 3. <u>Term.</u> The term (the "Term") of this Agreement and the Easements (as defined in Section 5 hereof) shall commence on the Effective Date of this Agreement and shall expire upon the expiration or termination of the term of the Maverik Lease. All of the Easements granted under this Agreement shall automatically terminate and be of no further force or affect upon the expiration of the Term.
- 4. <u>Construction of Improvements</u>. Within eighteen months after the Effective Date, Maverik shall, at Maverik's cost and expense, accomplish the initial construction of improvements upon the PCA Easement Area and the Maverik Easement Areas necessary for the uses contemplated by Easements (as defined in Section 5 hereof), including the removal of fences and other improvements, installation of asphalt paving, striping for parking spaces, and exterior lighting as reasonably determined by Maverik, all in accordance with applicable laws and ordinances. The initial improvements to be installed upon the Maverik Parcel shall, subject to the provisions of Section 5.1 of this Agreement, be determined by Maverik in its sole discretion. PCA consents to Maverik's removal of fencing and gates from the PCA Easement Area as depicted on the Architectural Site Plan (the "Site Plan") attached as Exhibit E to this

Agreement. Within thirty (30) days after the Maverik convenience store to be constructed upon the Maverik Parcel opens for business to the general public, Maverik shall, at the cost and expense of Maverik, cause a six-foot high chain link fence with gates to be installed upon the PCA Property in the locations depicted on the Site Plan. The configuration of parking stalls upon the Parking Easement Area shall be depicted on the Site Plan or as otherwise may be agreed in writing by Maverik and PCA. Except for the Parking Easement Area, Maverik shall have the sole authority and absolute discretion to determine the location of improvements, location of drive lanes and configuration of parking spaces upon the Maverik Parcel and the right to modify the same from time to time during the term of this Agreement. Maverik shall keep the PCA Property free of mechanic's liens arising from the work to be performed by Maverik pursuant to this Section 4.

- 5. 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. For convenience, the Parking Easement Area and the PCA Easement Area are sometimes collectively referred to as the "Easement Areas."
- 5.1 No Barriers or Interference. Maverik shall not exercise its rights for the construction of improvements, the relocation of drive lanes or the reconfiguration of parking spaces upon the Maverik Parcel in a manner that precludes PCA's access to the Parking Easement Area or interferes with PCA's exercise of its right to park upon the Parking Easement Area in accordance with Section 1(a) of this Agreement. PCA shall not construct, place, or permit to be constructed or placed upon the PCA Easement Area any fences, curbs, barriers or other improvements or obstacles which would prevent, obstruct or impede the passage of pedestrians or vehicles within or across the PCA Easement Area. 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 PCA Property or the Maverik Parcel; 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.
- 5.2 <u>Use of Easements</u>. Subject to the limitations contained herein, Maverik and PCA may authorize their respective employees, customers, vendors, and invitees to use the Easement Areas for the purposes and subject to the limitations stated herein; provided, that the Party 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.
- 5.3 No Parking Rights. Except for the non-exclusive parking rights granted to PCA with respect to the Parking Easement Area, as provided in Section 1(b) hereof, none of 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 Parcel or the PCA Property.
- 5.4 <u>Limitations on Parking in Easement Areas</u>. Except for the designated parking stalls on the Parking Easement Area, parking is prohibited in all other areas of the

Easement Areas and each Party shall take such reasonable actions as may be necessary to prevent parking by its employees, customers, agents and invitees in the Easement Areas.

- 6. Covenants Run With Land. This Agreement, the Easements granted hereby and all of the provisions contained herein shall for the Term of this Agreement be covenants running with the real properties referenced herein, shall be enforceable against all present and subsequent owners or tenants thereof, and: (i) are made for the direct, mutual, and reciprocal benefit of both the Maverik Parcel and the PCA Property as provided herein; (ii) shall create equitable servitudes as provided upon the Maverik Easement Areas and the PCA Easement Area as provided herein; and (iii) 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, leasehold or any other interest in any of the Maverik Parcel and/or the PCA Property and their respective successors in interest, as contemplated by this Agreement.
- 7. <u>Breach Will Not Terminate</u>. 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 a Party may be entitled at law or in equity by reason of a breach of this Agreement.
- 8. Modification. The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement the Parties and their successors in interest to the Maverik Property and the PCA Property and all of the beneficiaries, trustees, and mortgagees (collectively, "Lenders") holding any trust deeds or mortgages of record in the office of the Salt Lake County Recorder encumbering the Maverik Property or the PCA Property, or any portion thereof, and all of the tenants entitled to use or occupy the Easement Areas 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, Lenders, and tenants of the Maverik Property and the PCA Property.
- 9. 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 Parcel or the PCA Property 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 the Term and for the purposes expressed herein.
- 10. Maintenance. During the Term of this Agreement, Maverik shall be responsible for and shall have control of the lighting, maintenance, and repair of the Easement Areas, which shall include providing lighting to such areas, snow removal, and the maintenance, repairs, and replacement of asphalt, concrete, storm drainage improvements, fencing, gates and lighting improvements, and restriping drive lanes and the Parking Easement Area located within the Easement Areas. Maverik and PCA shall each bear responsibility for fifty-percent (50%) of the costs and expenses incurred by Maverik for or in connection with the lighting, maintenance, repairs, and replacements on the Easement Areas (the "Common Expenses") as provided in this Section 10. In the event any Common Expenses billed to Maverik that include costs and expenses for lighting, maintenance, repairs, and replacements to portions of property not included in the Easement Areas, the Common Expenses shall be determined by multiplying the

jointly incurred costs and expenses by a fraction, the numerator of which shall be the total square footage of the involved Easement Areas, and the denominator of which shall be the total square footage of those portions of the property to which such costs and expenses pertain. PCA shall reimburse Maverik for PCA's fifty percent (50%) of Common Expenses expended or incurred by Maverik within fifteen (15) days after completion of such the lighting, maintenance, repairs, or replacements by Maverik and PCA's receipt of a statement detailing the costs and expenses incurred and the calculation of PCA's fifty percent (50%) share.

11. Indemnity.

- 11.1 <u>Indemnification by Maverik</u>. Maverik and its personal representatives, heirs, successors and assigns shall use the PCA Easement Area at Maverik's own risk and Maverik shall defend, indemnify, and hold PCA, its successors in interest, parent, subsidiary, and affiliated entities, and their shareholders, officers, and directors harmless from any and all claims, injuries, fines, penalties, costs, expenses, judgments, or damages to the extent arising from or caused by Maverik or its employees, customers, vendors, or other invitees being upon the PCA Easement Area by authority of this Agreement.
- 11.2 <u>Indemnification by PCA</u>. PCA and its successors and assigns shall use the Maverik Easement Areas at PCA's own risk and PCA shall defend, indemnify, and hold Maverik and Clark, their personal representatives, heirs, successors in interest, parent, subsidiary, and affiliated entities, and their shareholders, officers, directors harmless from any and all claims, injuries, fines, penalties, costs, expenses, judgments, or damages to the extent arising from or caused by PCA or its employees, customers, vendors, or other invitees being upon the Maverik Easement Areas by authority of this Agreement.
- 11.3 <u>Survival of Expiration of Term</u>. Obligations of the Parties accruing under the provisions of Sections 10 and 11 prior to expiration of the Term shall survive the expiration of the Term.
- 12. <u>Insurance</u>. On or before the Effective Date, each of Maverik and PCA (the "Insuring Party") shall provide the other Parties to this Agreement with a Certificate of Insurance and a copy of a policy of insurance issued to the Insuring Party evidencing commercial general liability insurance and business automobile liability insurance (including non-owned and hired automobile liability) against claims for personal and bodily injury, death, or property damage occurring on, in, or as a result of use the Easement Areas by the Insuring Party or its employees, customers, vendors, or invitees in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit coverage, on an occurrence basis, with no self-insured retention or deductible, on a claims occurrence basis. Such policy of insurance shall insure the Insuring Party and shall name the other Parties to this Agreement as additional insureds and shall provide that the coverage shall not be materially modified or terminated without thirty (30) days prior written notice to the other Parties. Insurance provided by an Insuring Party pursuant to the provisions of this Section 12 shall be issued by an insurance company licensed by the state of Utah to provide such insurance and coverages in the State of Utah and shall be reasonably acceptable to Maverik and PCA.

13. <u>Miscellaneous Provisions.</u>

- 13.1 <u>Not Partners</u>. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
- 13.2 <u>No Waiver</u>. 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 <u>Invalid Provisions</u>. 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 <u>Successors and Assigns</u>. All provisions herein shall be binding upon and shall inure to the benefit of the Parties and their successors in interest to the Maverik Parcel and/or the PCA Property or any portion thereof.
- 13.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.
- the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association, or any combination thereof. The word "including" shall be interpreted to mean "including without limitation." The terms "Maverik," "PCA," "Party" and "Parties" shall mean the Parties named herein, respectively, or any successor owner or lessee (with respect to Maverik's interest in the Maverik Parcel) to such Parties' interests, respectively, in the Maverik Parcel and the PCA Property. 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. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.7 <u>Attorney's Fees</u>. 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.

13.8 Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a nationally recognized next business day courier service which maintains proof of delivery, and addressed to the respective Party at the address set forth above or at such other address as such Party may hereafter designate by written notice to the other Parties as herein provided.

[signature page follows]

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

CLARK:	MAVERIK:
	MAVERIK, INC., a Wyoming corporation,
George Clark, in his individual capacity	By: Which I What I was the state of the stat
PCA:	U
PACKAGING CORPORATION OF AMERICA, a Delaware corporation,	
By Michael Romer MA	MASSE
STATE OF UTAH)	
COUNTY OF Davis : ss	
The foregoing instrument was acknown	wledged before me on this 5 day of Nevember,
2010 by George Class. DAN L. MO.	PRAY U.P REAL ESTATE MUSIKUC
The state of the s	Davia Solina
Notary Public DARLA SALING Commission #580033	Notary Public

September 8, 2013 State of Utah

STATE OF UTAH)
COUNTY OF DayIS	: ss)
- // The foregoing instrument	JANGHAY 11 C
2018 by VP Pack Estate	as acknowledged before me on this 10 day of November,
of Maverik, Inc., a Wyoming corporation	ration.
Notary Public DARLA SALING Commission #580033 My Commission Expires September 9, 2013	Notary Public Saluge
State of Utah	
STATE OF UTAH TEXOS)
COUNTY OF Towns	: ss)
The foregoing instrument was 2009 by <u>Michael Pomse</u> of Packaging Corporation of American	as acknowledged before me on this 5th day of November, the V.S. AGM
	a, a Dolaware corporation.
MICHELLE LEA TOCKHORN Notery Public, State of Texas My Commission Expires October 24, 2013	Notary Public

CONSENT TO EASEMENT

THE UNDERSIGNED, GEORGE CLARK ("Owner"), as the fee simple owner of the real property which shall be subject to the Reciprocal Easement Agreement (the "Easement Agreement") to which this Consent to Easement (the "Consent") is attached, hereby consents to the execution and recordation of the Easement Agreement and agrees that for the term of the "Maverik Lease" referenced in the Easement Agreement, the real property described in Exhibit B to the Easement Agreement shall be subject to and benefitted by the Easement Agreement pursuant to the terms thereof. Owner has executed this Consent in express reliance upon the indemnification provisions set forth in Section 11.2 of the Easement Agreement and intends to rely upon and enforce the provisions of said section as an intended beneficiary thereof. Owner shall have no obligation, express or implied, to perform any duty of any other party to the Easement Agreement either during the term thereof or upon the termination thereof, including specifically, but without limitation, the demolition, removal or restoration of any improvements on any part of the "Easement Areas" defined in the Easement Agreement.

Executed the day of February, 2011.

Denga Clark
George Clark

STATE OF UTAH)

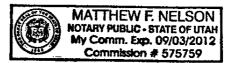
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this <u>16</u> day February, 2011by George Clark.

NOTARY PUBLIC

Residing at: Forming for mit

My Commission Expires: 9-3-2012



Salt Lake City Sheet Plant 460 West 500 South Salt Lake City, UT Salt Lake County Site 5.3.6

EXHIBIT "A"

Legal Description

CO. RECORDER

PARCEL 1

West 3 rods of South 10 rods of Lot 3, and all of Lot 4, Block 44, Plat "A", Salt Lake City Survey.

PARCEL 2:

Commencing at the Southwest corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey, thence East 2.5 rods, North 20 rods, West 12.5 rods, South 10 rods, East 3 rods, South 10 rods, East 7 rods to beginning.

PARCEL 3:

Commencing 5 rods West from the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey, thence West 2.5 rods, North 20 rods, East 2.5 rods, South 20 rods to beginning.

PARCEL 4:

Beginning at a point 2.5 rods West of the Southeast corner of Lot 2, Block 44, Plat "A", . Salt Lake City Survey; and running thence North 10.0 rods; thence West 2.5 rods; thence South 10.0 rods; thence East 2.5 rods to the point of beginning.

PARCEL 5:

Commencing with the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey and running thence West 2-1/2 rods; thence North 10 rods; thence East 2.5 rods; thence South 10 rods to the point of beginning.

PARCEL 6:

Commencing at the Southwest corner of Lot 5, Block 44, Plat "A", Salt Lake City Survey, thence North 10 rods; thence East 3 rods; thence North 33.2 feet; thence West 4 feet; thence North 131.8 feet; thence East 284.50 feet; thence South 20 rods; thence West 20 rods to the point of beginning.



EXHIBIT "B"

Legal Description

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 44, Plat "A", Salt Lake City Survey; and running thence South 330.00 feet to the Southeast corner of said Lot 1, thence West 165.00 feet to the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey, thence North 165.00 feet, thence West 82.50 feet, thence North 165.00 feet, thence East 247.50 feet to the point beginning.

Exhibit B Page 1 of 1

BK 9906 PG 6426

4816-7507-6615

EXHIBIT C

DESCRIPTION OF THE PARKING EASEMENT AREA

PART OF LOTS 1&, BLOCK 44, PLAT A OF THE OFFICIAL SURVEY OF THE PLAT "A", SALT LAKE CITY SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH ALONG THE EAST LINE OF SAID LOT 1, 7.5 FEET, AND WEST PARALLEL TO THE NORTH LINE OF SAID LOTS 1&2, 173.0 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 2, 54.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT 2, 8.0 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET THOUGHT AN ANGEL OF 90 ° 01'17"; THENCE ALONG THE LENGETH OF SAID CURVE 15.9 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 2, 8.0 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF LOT 2, 33.0 FEET MORE OR LESS TO A POINT EAST FROM AN EXISTING BUILDING CORNER; THENCE WEST, 3.5 FEET TO THE SAID EXISTING BUILDING CORNER; THENCE SOUTH ALONG THE EXISTING BUILDING TO THE PROPERTY LINE; THENCE EAST ALONG THE PROPERTY LINE 83.5 FEET MORE OR LESS TO THE WEST LINE OF SAID LOT 1; THENCE NORTH ALONG SAID WEST LINE OF LOT 1, 120 FEET MORE OR LESS TO A POINT 44 FEET FROM THE NORTH LINE OF SAID LOT 1; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 2, 8 FEET, THENCE NORTH PARALLEL TO THE EAST LINE OF LOT 2, 44 FEET TO THE POINT OF BEGINNING.

PCA BUILDING 500 South Street 111 3299.8 Sq. ≪Easement 400 West & 500 South MAVERIK, Site Plans SALT LAKE COUNTY, UTAH NOVEMBER, 2010 NC. 0 RECORDER AL A MORT COURT, ALDRES THE CASE SAME CIT. THE MAN SETS CHARACTERS TO THE MORT COURT CASE SAME CA PART OF LOTS 1B, BLOCK 44, PLAY A OF THE OFFICIAL SUPPLY OF THE PLAY W. SALT LAKE CITY SUPPLY DESCRIBED AS FOLLOWS: PHET OF LOT 2, BLOCK 44, PLAT A OF THE DIFFICH, SURVEY OF THE PLAT THE SHIT LAND CITY SURVEY DESCRIBED AS FOLLOWS: A THE MEMORAL COMMENT OF MAIL LIST I AND RESPONDED TO THE COLOR OF THE - CASTACHT 1 - CASTACHT 2 - PROPOSED GALDNE - PROPOSED GALDNE Easement Descriptions Legend MAVERIX, Inc. NWC of 400 West & 500 South Street South SLC, UT 84115 TO WE COUNTY - MOUNT WASHINGTON TO COUNTY OF THE COUNTY OF Coffeely obtained to the band of the married of the party of the band of the control of the party of the codes of the party of the codes of the party of the codes of the party of the party of the the large of the party of the the party of C7 MANERAL Reeve TORE #438 Easement Exhibit COCCO BY DATE (DESC. dixon + masociates reference along memoral 233 page 700 each 143 page 700 each Sheet 39.766

EXHIBIT D

DESCRIPTION OF THE PCA EASEMENT AREA

PART OF LOT 2, BLOCK 44, PLAT A OF THE OFFICIAL SURVEY OF THE PLAT "A", SALT LAKE CITY SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF LOT 2, 165.0 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF LOT 2, 20.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF LOT 2, 124.0 FEET THENCE WEST, 10.5 FEET MORE OR LESS TO AN EXISTING BUILDING, THENCE SOUTH ALONG SAID EXISTING BUILDING EXTRUDED TO THE SOUTH LINE OF LOT 2; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

PCA BUILDING 500 South Street 111111111 3299.8 Sq. सुर्देहिकsement 9 400 West & 500 South MAVERIK, Site Plans SALT LAKE CITY, SALT LAKE CITY, SALT LAKE COUNTY, UTAN NOVEMBER, 2010 ⊙ □ NO. PART OF LOT 2, BLOCK 44, PLAT A OF INE OFFICIAL SURVEY OF THE PLAT NY. SALT LANE CITY SURVEY DESCRIBED AS TOLLOWS: PART OF LOTS 18, BLOCK 44, PLAT A OF THE OPTION, SURVEY OF THE PLAT W. SALT LAKE CITY SURVEY DESCRIBED AS FOLLOWS: RECEIVANGE AT ME SECURIOS COMMENTO NADIO DE A MARCHE MANCAL DI NOTI ANNO NE COST ME OF COST 2 MIN THE THE MANCAL DI NE COMMENT ANNO ME OF COST 2 MIN THE THE SECURIO THE MANCAL DI NE COST COST ANNO MENTO ME COST COST ANNO MENTO M Logend - Design packet - Parado decent Essement Descriptions Vicinity Map EVECTOR 15 1155 C MARROOM BLOU, SLITT 110, STL (BO) STL-3003 STL (BO) STL (B MAVERIK, Inc. NWC of 400 West & Column process or any test of the content of the column and the co © 2010, DOZON & ASSOCIATES South SLC, UT 84115 500 South Street STORE #438 Reeve Checule, lic. Easement Exhibit NAVERAL STOR ECKED BY. DATE DESC dixon + associates bethere serry price 13 see 70 cm (11) 1 set betwee 1 set betwee Sheet

