

When Recorded, Mail To:

Maverik, Inc.
Attn: Brad McDougal
880 West Center Street
North Salt Lake, Utah 84054

APN: SG-5-2-32-251

(Space Above for Recorder's Use)

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 16th day of April, 2013 (the "Effective Date"), by and between SHEFCO, LLC, a Utah limited liability company, formerly known as SHEFCO, LTD., whose address is 720 S. River Road, Suite C-240, St George, UT 84790 ("Grantor"), and MAVERIK, INC., a Wyoming corporation, whose address is 880 W. Center Street, North Salt Lake, Utah, 84054 ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in St. George, Washington County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor's Parcel").

B. Grantee is the owner of certain real property located adjacent to the Grantor's Parcel (the "Benefited Parcel").

C. Grantee desires to obtain a perpetual easement on, over and across a portion of the Grantor's Parcel (the "Easement Area") for the benefit of the Benefited Parcel, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit B, and depicted on the Illustration for Exhibit B, both attached hereto and incorporated herein by this reference. Should there be any discrepancy between the legal description and the drawing, the legal description will control.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto Grantee, for the benefit of the Benefited Property, a perpetual easement on, over, and across the Easement Area for the purposes of draining storm water, and using both current and future storm drainage facilities and all related appurtenances located on the Easement Area, as such storm drainage facilities may be required by applicable municipal/governmental authorities to drain both the Grantor's Parcel and the Benefited Parcel, and for the purposes of inspecting, altering, removing, replacing, and protecting the same, along with the right of ingress and egress to and from the Easement Area across the Grantor's Parcel.

2. Access. Grantee and its agents, employees, invitees and licensees shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

3. Building Restrictions on the Easement Area. Grantor agrees not to construct buildings or other structures or to plant trees on the Easement Area.

4. Miscellaneous.

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

4.2. Assignment/Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor hereto.

4.3. 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.

EXECUTED by Grantor on the date first set forth above.

GRANTOR:

SHEFCO LLC,
a Utah limited liability company,
formerly known as Shefco, Ltd.

By: Travis Sheffield, Manager
Name: Travis Sheffield
Its: manager

STATE OF UTAH)

:ss.

COUNTY OF WASHINGTON)

On this 18th day of April, 2013, personally appeared before me Travis Sheffield known or satisfactorily proved to me to be the Manager of SHEFCO, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as Manager for said limited liability company.

Notary Public
J.C. SHUCK
COMMISSION NUMBER 659055
My Commission Expires
September 19, 2016
STATE OF UTAH

J. Shuck
Notary Public
Notary Public
J.C. SHUCK
COMMISSION NUMBER 659055
My Commission Expires
September 19, 2016
STATE OF UTAH
4845-3350-6067.1

EXHIBIT A

(Legal Description of the Grantor's Parcel)

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 1.23 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



04-12-2013

**EXHIBIT A
STORM DRAIN EASEMENT
ST. GEORGE, UTAH**

**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:**

**BEGINNING AT A POINT, SAID POINT BEING SOUTH 1201.03 FEET AND WEST
1508.08 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE
S69°14'48"W 15.00 FEET; THENCE S88°36'36"W 26.50 FEET; THENCE N20°45'12"W 96.68
FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH
OF 55.61 FEET, A RADIUS OF 5553.15 FEET, A CHORD BEARING OF S66°44'49"E, AND
A CHORD LENGTH OF 55.61 FEET; THENCE S20°45'12"E 66.83 FEET TO THE POINT OF
BEGINNING.**

CONTAINING 3,339 SQUARE FEET OR 0.077 ACRES

Solutions You Can Build On™

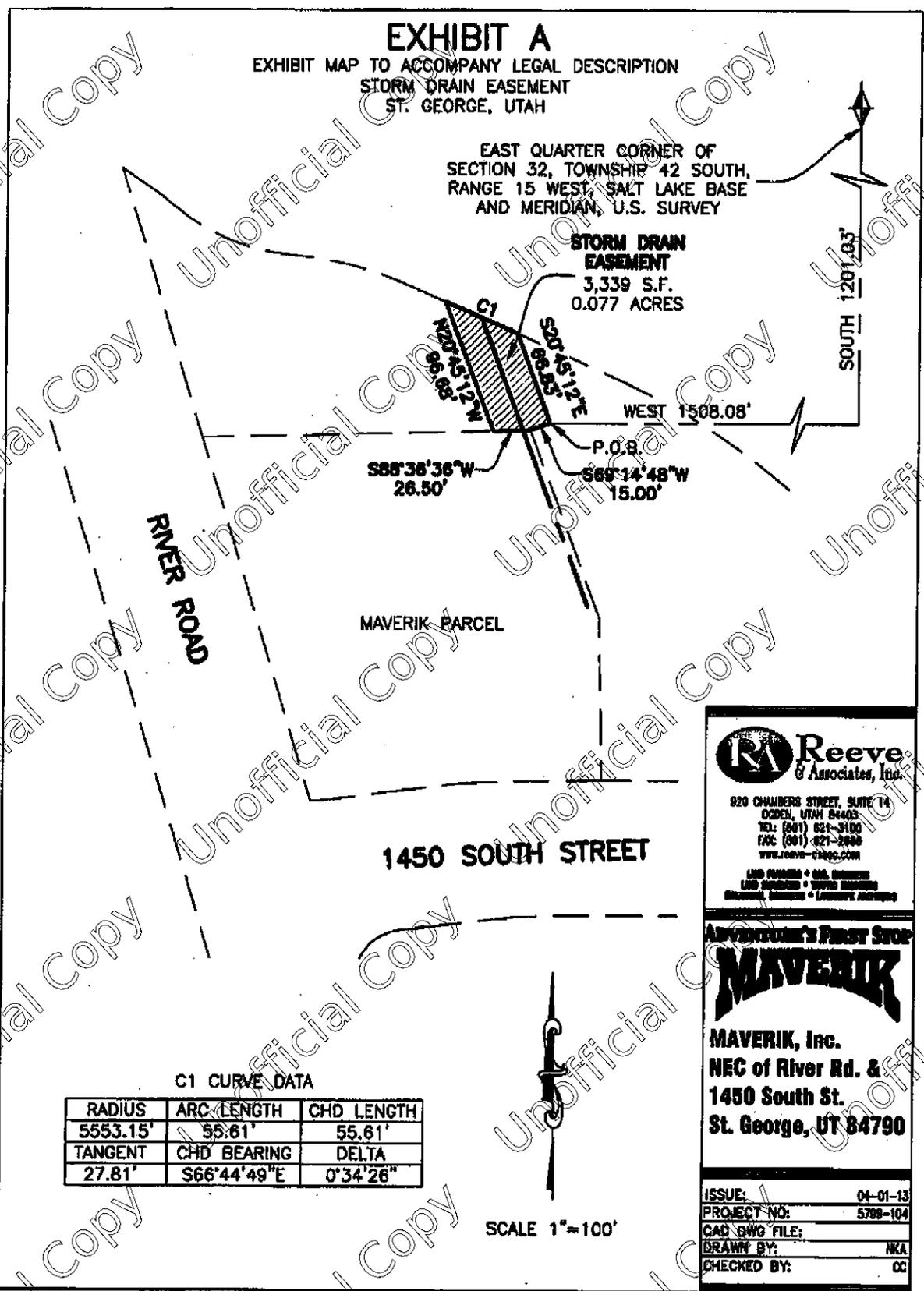
**Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com**

EXHIBIT A

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
 STORM DRAIN EASEMENT
 ST. GEORGE, UTAH

EAST QUARTER CORNER OF
 SECTION 32, TOWNSHIP 42 SOUTH,
 RANGE 15 WEST, SALT LAKE BASE
 AND MERIDIAN, U.S. SURVEY

STORM DRAIN
 EASEMENT
 3,339 S.F.
 0.077 ACRES



MAVERIK PARCEL

1450 SOUTH STREET

C1 CURVE DATA

RADIUS	ARC LENGTH	CHD LENGTH
5553.15'	55.61'	55.61'
TANGENT	CHD BEARING	DELTA
27.81'	S66°44'49\"E	0°34'26\"

SCALE 1"=100'



Reeve & Associates, Inc.
 920 CHAMBERS STREET, SUITE 1A
 OGDEN, UTAH 84403
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 FAX: (801) 821-2888
 WWW.REEVE-ASSOCIATES.COM

LAND SURVEYING • GIS SERVICES
 LAND ACQUISITION • UTILITY DESIGN
 ENVIRONMENTAL SERVICES • LEASING SERVICES

ADVENTURER'S FIRST STOP

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

ISSUE:	04-01-13
PROJECT NO:	5798-104
CAD SWG FILE:	
DRAWN BY:	NKA
CHECKED BY:	CC