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04/17/2015 11:29 AM \$38.00  
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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MAVERICK INC  
880 W CENTER ST  
NORTH SALT LAKE UT 84010  
BY: DKA, DEPUTY - WI 14 P.

**When Recorded, Mail To:**

14/2  
Maverik, Inc.  
880 West Center Street  
North Salt Lake, Utah 84010  
Attn: Mr. Lance Dunkley

Parcel Nos. 28-06-479-019  
28-06-479-022

(space above for recorder's use only)

**EASEMENT TERMINATION  
AND RELOCATION AGREEMENT**

THIS EASEMENT TERMINATION AND RELOCATION AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among MAVERIK, INC., a Wyoming corporation ("**Grantor**"); and McDONALD'S CORPORATION, a Delaware corporation, successor in interest by merger with Franchise Realty Interstate Corporation, a Delaware corporation ("**Grantee**").

**RECITALS**

A. Grantor owns that certain real property located in Sandy City, Salt Lake County, State of Utah ("**Grantor's Property**"), which Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns that certain real property located in Sandy City, Salt Lake County, State of Utah, and adjacent to Grantor's Property ("**Grantee's Property**"), which Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference

C. Pursuant to: (i) that certain Warranty Deed recorded March 18, 1974, as Entry No. 2606464, in Book 3537 at Page 26; and (ii) any other documents or instruments conveying easement rights to Grantee in the Grantor's Property (the "**Existing Easements**"), Grantee currently owns easements for access, signage and utilities on, over, and across Grantor's Property, among other property.

D. The parties desire to: (i) terminate the Existing Easements that are appurtenant to, and run under, over, and across the Grantor's Property; (ii) enter into a New Access Easement (as defined below) over a different portion of Grantor's Property; (iii) enter into a New Sign Easement (as defined below) over a portion of Grantor's Property; (iv) enter into a New Utility Easement (as defined below) over a portion of Grantor's Property all in accordance with the terms and conditions of this Agreement.

## TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination of the Existing Easements Over Grantor's Property.** As related to the Grantor's Property only, the Existing Easements are hereby forever, completely and irrevocably abandoned, terminated, relinquished, and canceled, and shall be of no further force or effect. As related to the Grantor's Property, Grantee does hereby quitclaim to Grantor any and all rights, titles, and interests of Grantee in the Existing Easements, and all rights related thereto, and the portions of Grantor's Property upon which the Existing Easements were located, together with any and all rights to use the same by reason of the existence of the Existing Easements.

2. **Grant of New Access Easement.** Grantor hereby grants and conveys to Grantee a new perpetual, nonexclusive access easement appurtenant to Grantee's Property (the "New Access Easement") on, over, and across that portion of the Grantor's Property specifically described on Exhibit C and depicted on Exhibit D, both attached hereto and incorporated herein by this reference (the "New Access Easement Area"), for the sole purpose of using, operating, maintaining, inspecting, repairing, and protecting a road right-of-way for pedestrian and vehicle ingress and egress (the "Road") to and from Grantee's Property and 9400 South Street located adjacent to Grantor's Property. Grantor will do nothing to block the access rights of Grantee or prevent, hinder or interfere with the free flow and passage of vehicular traffic over, to, from and between Grantee's Property and 9400 South Street. Should there be any discrepancy between the legal description on Exhibit C and the depiction on Exhibit D, the legal description shall control.

3. **Construction and Maintenance of the Road.** As consideration for Grantee agreeing to terminate the Existing Easements, Grantor, at Grantor's sole cost and expense, will: (i) design, install, and construct the Road in the New Access Easement Area in a good workman like manner and in accordance with the design plans on Exhibit E, attached hereto and incorporated herein by this reference; and (ii) properly maintain that portion of the Road located in the New Access Easement Area in perpetuity, which includes but is not limited to snow removal, replacement of asphalt, applying sealant, repairing potholes and other surface defects, and all other necessary maintenance actions required to keep the Road in good operating condition. Grantor agrees to complete the construction of the Road on or before the date that is one hundred forty-five (145) days after closure of the access drive in its current location upon the Existing Easements. Notwithstanding Grantor's maintenance obligations set forth herein, should Grantee, or Grantee's invitees or agents, cause specific harm or damage to the Road (excepting normal wear and tear) Grantee will have the obligation, at its sole cost and expense, to repair said harm or damage within a commercially reasonable time frame. If either party defaults in its obligations under this Section 3, after thirty (30) days written notice to the defaulting party, the non-defaulting party may undertake to complete the obligations of the defaulting party set forth in this Section 3. Upon the completion by the non-defaulting party of the defaulting party's obligations in this Section 3, the defaulting party shall pay the non-defaulting party the actual costs and expenses incurred in fulfilling the obligations of the defaulting party, plus a 10%

administrative fee, within fifteen (15) days after receipt of a statement itemizing the costs incurred by the non-defaulting party.

4. **Sign Easement.** Grantor grants and conveys to Grantee a perpetual, non-exclusive easement (the "**Sign Easement**"), appurtenant to Grantee's Property, for the purpose of operating, maintaining, repairing, replacing and renewing an existing pylon sign (as depicted in Exhibit F) and related utilities over, above, along, under, in and across that portion of Grantor's Property described on Exhibit G, attached (the "**Sign Easement Area**").

The location of the easement may, only as to the utilities serving the sign, be modified by Grantor with the written consent of Grantee, which consent will not be unreasonably withheld, provided there is no interruption of service to Grantee and provided Grantor is responsible for all related cost. At the time of the drafting of this Agreement, the exact location of the electric utility line serving the Sign Easement is unknown. If such electric utility line is disturbed during Grantor's construction and development on the Grantor's Property or at any time thereafter, Grantor will ensure that Grantee shall have reasonable easement rights under and through the Grantor's Property for the purpose of providing the sign located in the Sign Easement with electrical power. If such electric utility line is disturbed during Grantor's construction and development on the Grantor's Property, Grantor will repair or replace the electric utility line at Grantor's sole cost.

5. **Use of Easement Areas.** Grantee will have the right of vehicular and pedestrian ingress and egress across Grantor's Property for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's facilities have been installed in the Sign Easement Area, no trees, permanent buildings or other structures will be placed in or allowed to encroach upon such Sign Easement Area, and no change of grade elevation in the Sign Easement Area or any excavation in the Sign Easement Area will be performed without prior written approval of Grantee, which approval will not be unreasonably withheld. However, the Sign Easement Area may be used for landscaping or other purposes that do not then or later interfere with the granted Sign Easement uses.

6. **Lot Lights.** Subject to applicable laws, rules and regulations, Grantor agrees that the access lighting located in the New Access Easement Area (as the same is depicted on Exhibit H attached hereto and incorporated herein by this reference) will be lit during the morning and evening hours while Grantee's business is open on the adjacent property, as natural light availability dictates. Grantee will have the right to approve, in writing, any material changes, alterations, or additions to the access lighting depicted on Exhibit H. If Grantee has not responded to Grantor within thirty (30) days of written notice from Grantor to Grantee under this Section 6, Grantor's request shall be deemed approved.

7. **Miscellaneous.** Subject to the terms and conditions of this Agreement, the easements granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its

rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party. This Agreement may be executed in counterparts, and when all indicated signatories have executed this Agreement, whether or not on the same counterpart thereof, this Agreement shall be as fully binding as if all parties had executed one form of this Agreement.

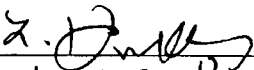
8. **Effectiveness**. Grantor and Grantee agree and acknowledge that this Agreement shall not be effective until recorded in the real property records of the Salt Lake County, Recorder.

*[signatures are on the following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

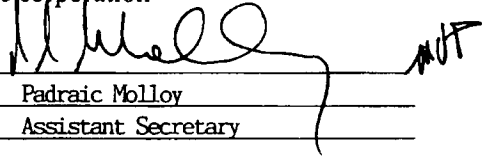
**Grantor:**

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

By:   
Name: LANCE WUXLEY  
Title: VP Real Estate

**Grantee:**

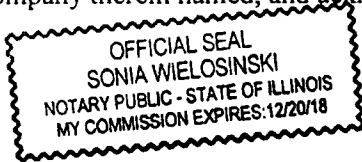
**McDONALD'S CORPORATION,** a Delaware corporation, successor in interest by merger with Franchise Realty Interstate Corporation, a Delaware corporation

By:   
Name: Padraic Molloy  
Title: Assistant Secretary

*[notaries are on the following page]*

STATE OF UTAH )  
 : ss.  
COUNTY OF DrPage )

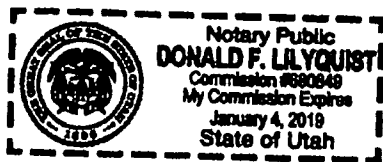
On this 7<sup>th</sup> day of April, 2015, before me a Notary Public, personally appeared Padraic Molloy known to me to be the ~~Assistant Secretary~~ of McDONALD'S CORPORATION, a Delaware corporation, successor in interest by merger with Franchise Realty Interstate Corporation, a Delaware corporation, who executed the within instrument on behalf of the company therein named, and acknowledged to me that said company executed the same.



*Sonia WieLosinski*  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On this 17<sup>th</sup> day of April, 2015, before me a Notary Public, personally appeared LANCE A. DUNKLEY, known to me to be the VP REAL ESTATE of MAVERIK, INC., a Wyoming corporation, who executed the within instrument on behalf of the company therein named, and acknowledged to me that said company executed the same.



*Donald F. Lilyquist*  
Notary Public

**EXHIBIT A**

(Legal Description of Grantor's Property)

That certain real property located in Salt Lake County, Utah, specifically described as follows:

BEGINNING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 9400 SOUTH AND 700 WEST, SAID POINT BEING 44.81 FEET N29°33'10"W FROM THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE 233.00 FEET N89°27'05"W ALONG THE CENTERLINE OF SAID 9400 SOUTH AS ESTABLISHED BY THE MONUMENT AT SAID BEGINNING POINT AND THE STREET MONUMENT IN 9400 SOUTH NEAR THE INTERSECTION OF 300 EAST; THENCE N00°07'00"E 33.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 9400 SOUTH; AND RUNNING THENCE N89°27'05"W 115.00; THENCE N00°07'00"E 200.00 FEET; THENCE S89°27'05"E 115.00 FEET; THENCE N00°07'00"E 15.00 FEET; THENCE S89°27'05"E 180.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 700 EAST; THENCE S00°07'00"W ALONG SAID WESTERLY RIGHT-OF-WAY 180.00 FEET; THENCE S45°19'58"W 21.13 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; THENCE N89°27'05"W ALONG SAID NORTHERLY RIGHT-OF-WAY 165.00 FEET; THENCE S00°07'00"W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,986 SQUARE FEET OR 1.33 ACRES.

## EXHIBIT B

### (Legal Description of Grantee's Property)

BEGINNING at a point North 29° 33' 10" West 44.81 feet and North 0° 7' East 248 feet and North 89° 27' 05" West 33 feet from the Southeast corner of Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 7' East 190 feet; thence North 89° 27' 05" West 200 feet; thence South 0° 7' West 190 feet; thence South 89° 27' 05" East 200 feet to the point of BEGINNING.



**EXHIBIT C**

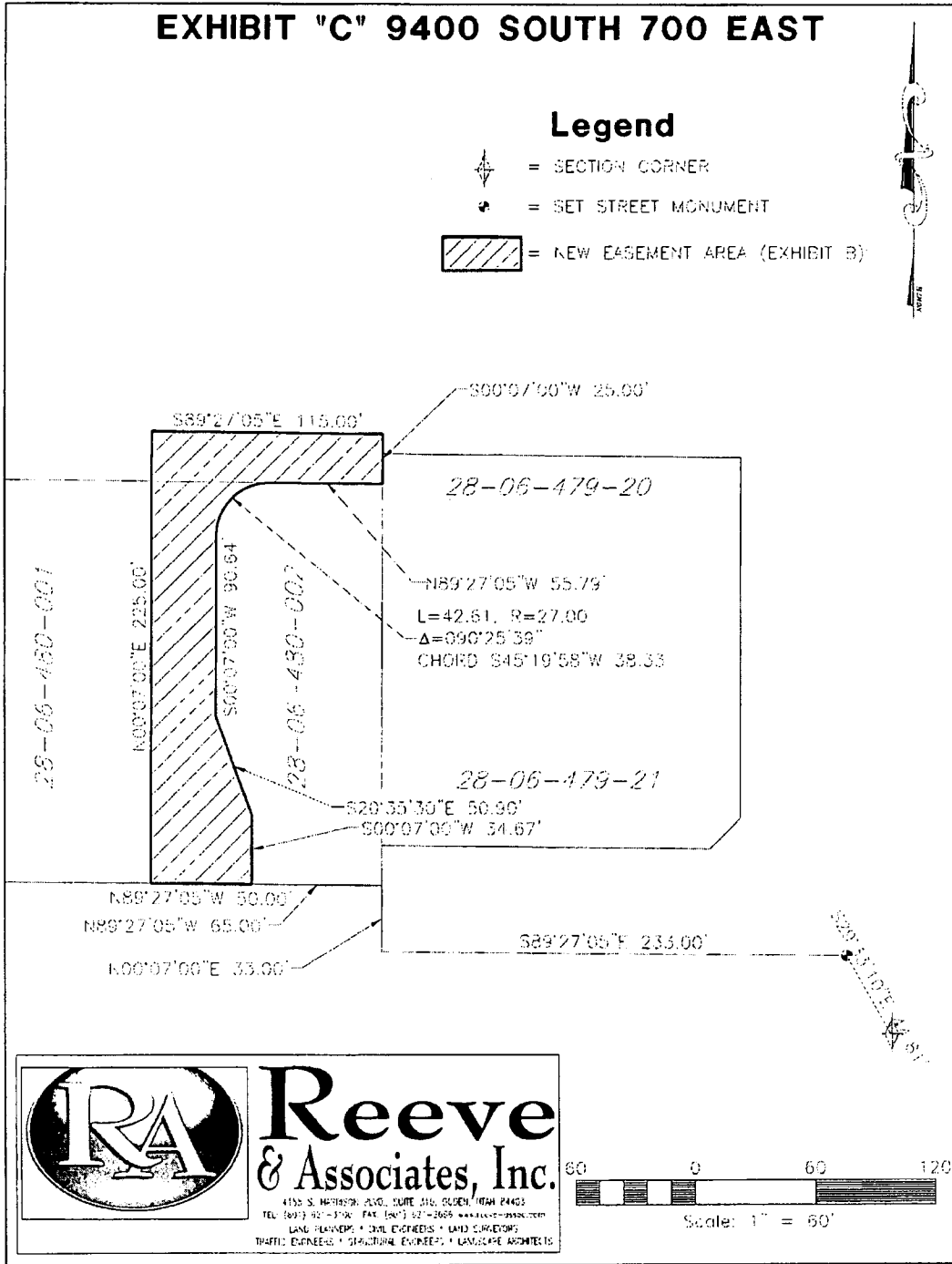
(Legal Description of the New Access Easement Area)

BEGINNING AT THE STREET MONUMENT LOCATED AT THE INTERSECTION OF 9400 SOUTH AND 700 WEST, SAID POINT BEING 44.81 FEET N29°33'10"W FROM THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE 233.00 FEET N89°27'05"W ALONG THE CENTERLINE OF SAID 9400 SOUTH AS ESTABLISHED BY THE MONUMENT AT SAID BEGINNING POINT AND THE STREET MONUMENT IN 9400 SOUTH NEAR THE INTERSECTION OF 300 EAST; THENCE N00°07'00"E 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID 9400 SOUTH; THENCE N89°27'05"W ALONG SAID RIGHT-OF-WAY 65.00 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE N89°27'05"W ALONG SAID RIGHT-OF-WAY 50.00 FEET; THENCE N00°07'00"E 225.00 FEET; THENCE S89°27'05"E 115.00 FEET; THENCE S00°07'00"W 25.00 FEET; THENCE N89°27'05"W 55.79 FEET TO A POINT ON A 27.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 42.61 FEET (CHORD BEARS S45°19'58"W 38.33 FEET); THENCE S00°07'00"W 90.64 FEET; THENCE S20°35'30"E 50.90 FEET; THENCE S00°07'00"W 34.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,485 SQUARE FEET OR 0.24 ACRES

**EXHIBIT D**

(Depiction of the New Access Easement Area)

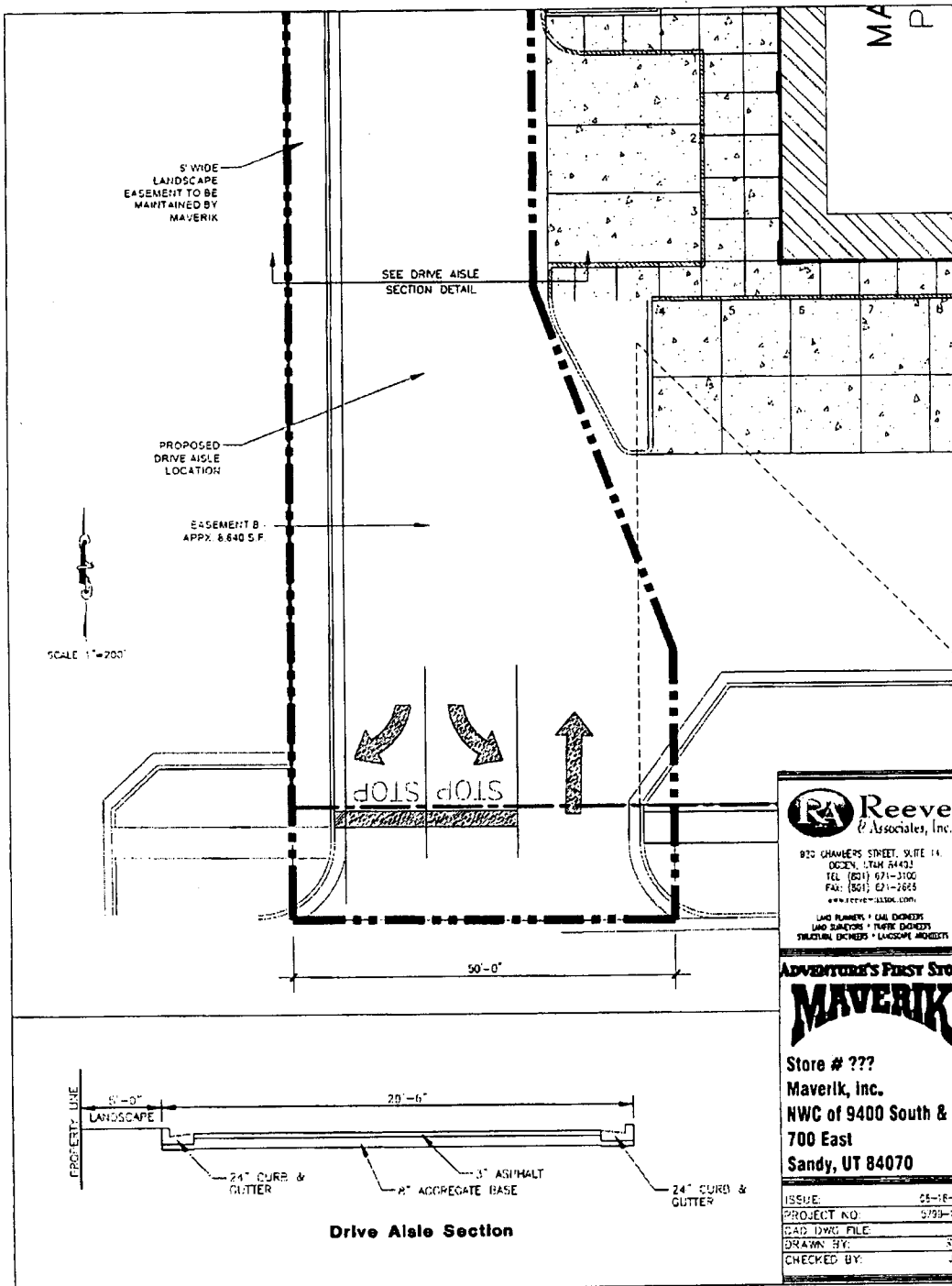



**Reeve & Associates, Inc.**

4155 S. HATHORN AVE., SUITE 210, OLDS (I-70) PARK  
 TEL: (303) 431-3700 FAX: (303) 431-3665 www.raa.com  
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

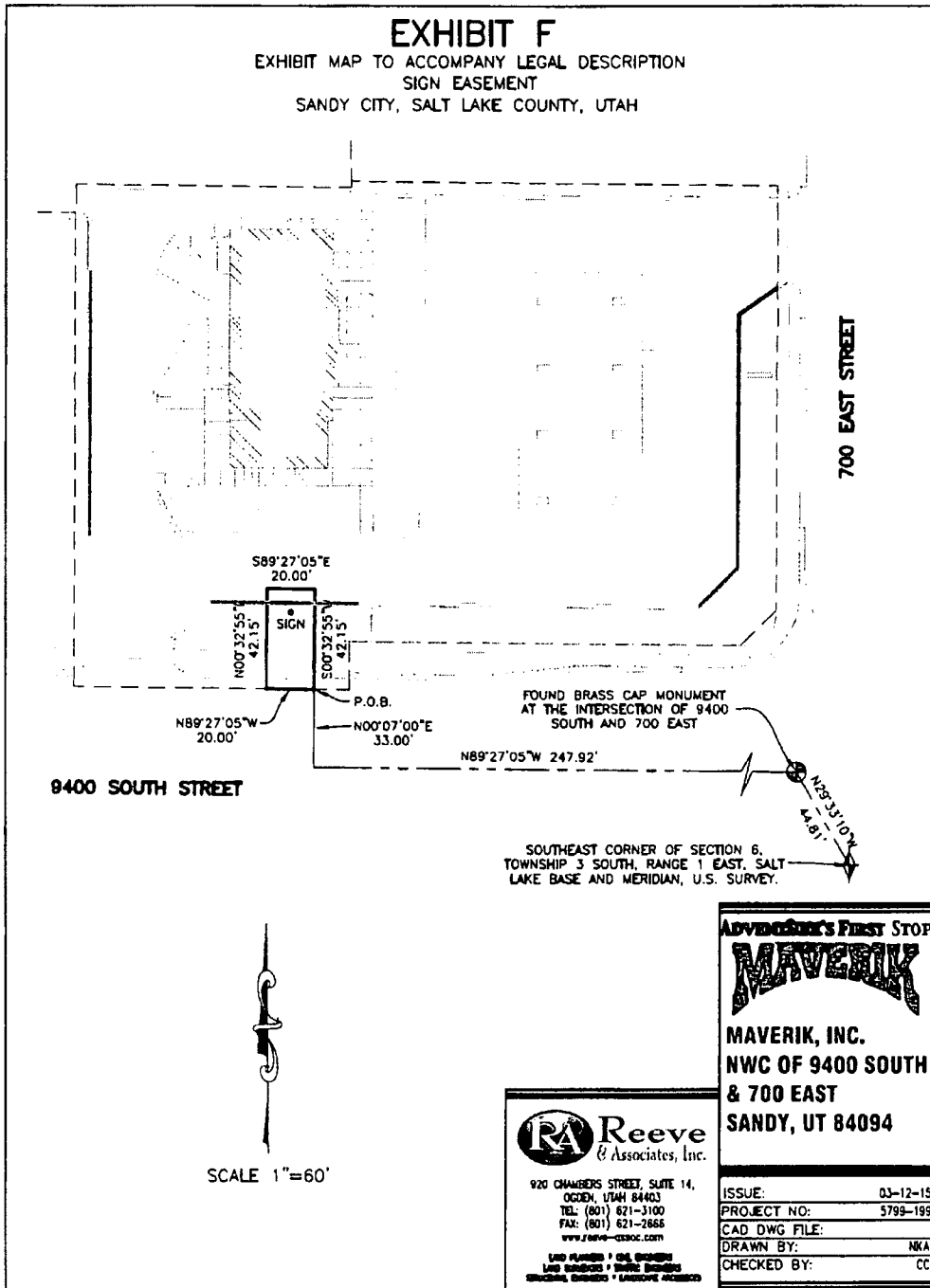
**EXHIBIT E**

(Plans for the Road in the New Access Easement Area)



**EXHIBIT F**

(Depiction of Pylon Sign Location)



**EXHIBIT G**

(Legal Description of Sign Easement Area)

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET, SAID POINT BEING N29°33'10"W 44.81 FEET AND N89°27'05"W 247.92 FEET AND N00°07'00"E 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE N89°27'05"W 20.00 FEET; THENCE N00°32'55"E 42.15 FEET; THENCE S89°27'05"E 20.00 FEET; THENCE S00°32'55"W 42.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 843 SQUARE FEET OR 0.019 ACRES

**EXHIBIT H**

(Location of Access Lighting)

