



W2575985

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ERNEST D ROWLEY, WEBER COUNTY RECORDER
11-MAY-12 1009 AM FEE \$21.00 DEF JKC
REC FOR: MAVERICK STORE

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (the "**Agreement**") is entered into by and between Maverik, Inc., a Wyoming corporation, whose address 880 West Center Street, North Salt Lake, Utah, 84054 ("**Maverik**"), and Maverik, Inc., a Wyoming corporation, whose mailing address is 880 West Center Street, North Salt Lake, Utah, 84054 ("**Maverik**").

WITNESSETH:

WHEREAS, Maverik owns certain real property located at southeast corner of Washington Blvd & 28th Street, Ogden, Utah (the "**Maverik Parcel**");

WHEREAS, Maverik owns the real property adjoining the Maverik Tract, located at southeast corner of Washington Blvd and 28th Street (the "**Remainder Parcel**"); and

WHEREAS, Maverik desires to grant to Maverik certain non-exclusive easements of access for ingress and egress.

WHEREAS, Maverik desires to grant to Maverik a non-exclusive easement of access for ingress and egress.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Maverik and Maverik hereby adopt and establish the following covenants and easements which shall be applicable to the Maverik Tract and the Remainder Tract (the Maverik Tract and Remainder Tract are collectively hereinafter referred to as the "**Property**"):

1. **Maverik Grant of Access Easement.** Maverik hereby grants, sells and conveys to Maverik a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Cross Access easement A (the "**Maverik Easement Area**") for ingress and egress of vehicular and pedestrian traffic.

2. **Maverik Grant of Access Easement.** Maverik grants, sells and conveys to Maverik a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Cross Access easement B (the "**Remainder Easement Area**") for ingress and egress of vehicular and pedestrian traffic.

3. **Agreements With Respect to Easements.** Maverik and Maverik and all subsequent fee owners of all or any portion of the Property (hereinafter collectively referred to as "**Owners**" and individually referred to as "**Owner**") agree that the following terms and

provisions shall govern the Owners' use of the easements (the "Easements") granted in Paragraphs 1 and 2.

3.1 No Barriers or Interference. Neither Owner shall construct or place any fences, barriers or other obstacles which would prevent or obstruct the passage of pedestrian or vehicular travel within or across the Easement Area, excepting therefrom the installation of highback curbing in certain areas intended to direct the flow of vehicles within the easement areas. The foregoing provisions shall not prohibit the temporary erection of a barricade by an Owner which is reasonably necessary for the construction, repair or maintenance of the Easement Area; provided however, that any such work shall be conducted in a manner calculated to cause the least interference to the use of the Easement Area as is reasonably possible.

3.2 Use of Easements. Subject to the limitations contained herein, Owners may authorize their respective tenants and invitees (including, without limitation, employees, customers, agents and invitees of such tenants) to use the Easement Area for the purposes and subject to the limitations stated herein. The Easements and rights herein conveyed are private easements and are not for the use or benefit of the general public. Nothing herein contained shall be construed or deemed to be a dedication of any easements to, or for the use of, the general public.

3.3 Improvement and Maintenance of Easements. Each property owner shall install pavement and required curbing on their respective tracts and each shall maintain the pavement and curbing within their respective Tract in a good condition and repair.

3.4 Parking Rights. Neither Maverik nor Maverik intend by this instrument to create any parking easements or parking rights on the Maverik Tract, Maverik Easement Area or the Remainder Tract or Remainder Easement Area for the benefit of the other party.

4. Covenants Run With the Land. The Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the Easements and restrictions described herein, which Easements and restrictions shall be covenants running with the Property and enforceable against all subsequent Owners of all or any portion thereof.

5. Easements Superior to Financing. The Easements created by this Agreement shall be superior to any deed of trust or other lien against the Maverik Tract and the Remainder Tract.

6. 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 the Property. 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 the fee simple Owners of said Property. No consent shall be required of any tenant of the Property, nor shall any such tenant have any right to enforce any provision of this Agreement or any modification hereof.

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

8. **Owner's Liability.** Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of its ownership. With respect to the portion of the Property transferred, the transferee Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to the transfer of ownership.

9. **General Provisions.**

9.1 **Entire Understanding.** This Agreement embodies the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes any and all prior negotiations, understandings, or agreements in regard thereto.

9.2 **Applicable Law.** This Agreement has been executed and delivered in the State of Arizona and will be construed and interpreted according to the laws of Nevada.

9.3 **Severability.** The provisions of this Agreement are intended to be severable. If any provision hereof shall be invalid, illegal, or unenforceable, the other provisions hereof shall in no way be impaired thereby.

9.4 **Waiver.** Any waiver as to any of the terms or conditions of this Agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions hereof.

9.5 **Attorney's Fees.** Should any litigation or arbitration be commenced between the Owners arising out of this Agreement or the transactions contemplated hereby, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation or arbitration.

EXECUTED to be effective on this & 26th day of September, 2011.

MAVERIK, INC.

By: [Signature]
Its: VP President, Real Estate

MAVERIK, INC.

By: [Signature]
Its: VP President, Real Estate

STATE OF UTAH)
)
COUNTY OF DAVIS)

This instrument was acknowledged before me on this 26th day of September, 2011, by Dan Murray, as VP President, Real Estate of MAVERIK, INC., on behalf of said corporation.

Notary's Official Seal:

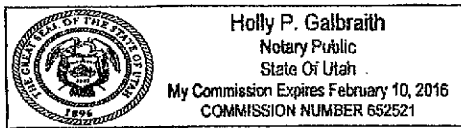


Holly P. Galbraith
NOTARY PUBLIC IN AND FOR
THE STATE OF UTAH

STATE OF UTAH)
)
COUNTY OF DAVIS)

This instrument was acknowledged before me on this 26th day of September, 2011, by Dan Murray, as VP President, Real Estate of MAVERIK, INC., on behalf of said corporation.

Notary's Official Seal:



Holly P. Galbraith
NOTARY PUBLIC IN AND FOR
THE STATE OF UTAH

04-18-2012

**CROSS ACCESS EASEMENT
OGDEN UTAH MAVERIK**

Cross Access Easement A (the "Maverik Easement Area")

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD, SAID POINT BEING S00°58'00"W 260.00 FEET FROM THE NORTHWEST CORNER OF LOT 27 OF SAID BLOCK 4; THENCE N00°58'00"E ALONG THE EAST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD 30.50 FEET; THENCE S89°02'00"E 50.00 FEET; THENCE S00°58'00"W 30.50 FEET; THENCE N89°02'00"W 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,525 SQUARE FEET AND 0.035 ACRES

04-029-0049

Cross Access Easement B (the "Remainder Easement Area")

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

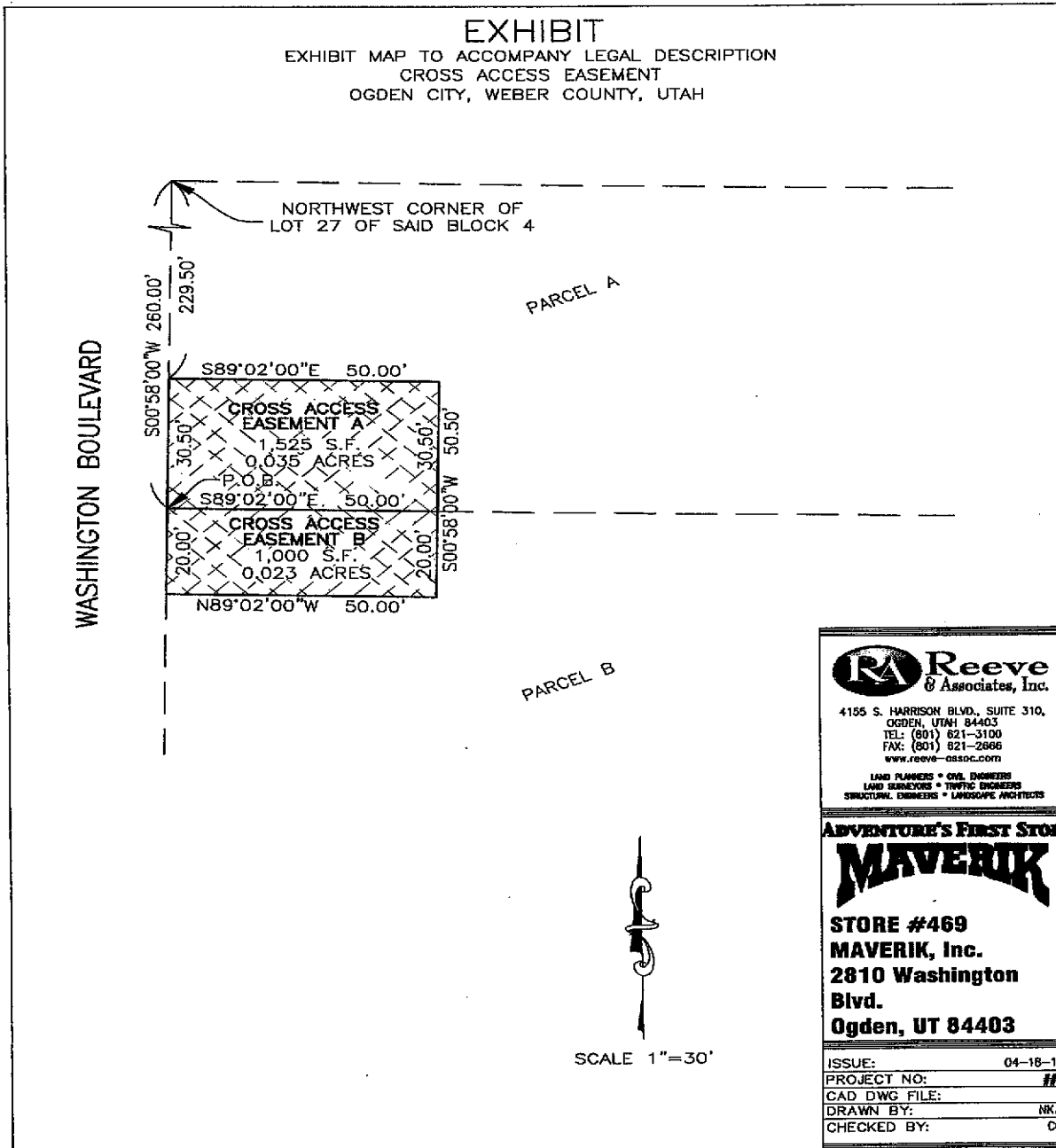
BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD, SAID POINT BEING S00°58'00"W 260.00 FEET FROM THE NORTHWEST CORNER OF LOT 27 OF SAID BLOCK 4; THENCE S89°02'00"E 50.00 FEET; THENCE S00°58'00"W 20.00 FEET; THENCE N89°02'00"W 50.00 FEET TO THE EAST RIGHT OF WAY OF WASHINGTON BOULEVARD; THENCE N00°58'00"E ALONG SAID EAST RIGHT OF WAY LINE 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,000 SQUARE FEET AND 0.023 ACRES

SOURCE:
OGDEN UTAH MAVERIK SITE PLAN
NKA 4-11-12

EXHIBIT

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
CROSS ACCESS EASEMENT
OGDEN CITY, WEBER COUNTY, UTAH



RA Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310,
OGDEN, UTAH 84403
TEL: (801) 621-3100
FAX: (801) 621-2666
www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS
LAND SURVEYORS • TRAFFIC ENGINEERS
STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

ADVENTURE'S FIRST STOP
MAVERIK
STORE #469
MAVERIK, Inc.
2810 Washington Blvd.
Ogden, UT 84403

ISSUE:	04-18-12
PROJECT NO:	###
CAD DWG FILE:	
DRAWN BY:	NKA
CHECKED BY:	CC