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6/27/2017 11:56:00 AM \$43.00
Book - 10571 Pg - 6784-6800
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 17 P.

AFTER RECORDING, RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107

15-15-177-019
15-15-177-022

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23 day of June, 2017, by and between CRE PROPERTIES, LLC, a Utah limited liability company ("CRE Properties") and MAVERIK, INC., a Utah corporation ("Maverik") (each a "Party" and collectively the "Parties").

W I T N E S S E T H:

A. CRE Properties is the owner of that certain tract of land situated in the City of Salt Lake, Salt Lake County, Utah, described on Exhibit "A" attached hereto (collectively, the "CRE Properties Parcel").

B. Maverik is the owner of that certain tract of land situated in the City of Salt Lake, Salt Lake County, Utah, described on Exhibit "B" attached hereto and made a part hereof (the "Maverik Parcel") (CRE Properties Parcel and Maverik Parcel are sometimes collectively referred to herein as the "Parcels").

C. The Parties acknowledge that a driveway and related driveway improvements, paving and curbing, currently exists in the location on the Parcels as marked and highlighted on the Site Plan attached hereto as Exhibit "C" and described on Exhibit "D" (the "Driveway").

D. The Parties further acknowledge that the future extension of the Driveway anticipates that a portion of said extension will encroach on the Northwest corner of Maverik Parcel as shown on and described on Exhibit "E" (the "Encroachment")

D. CRE Properties and Maverik have each agreed to grant to the, for the benefit of their respective Parcels, a non-exclusive cross access easement upon and across the Driveway and Encroachment for access to 1700 South St. and Redwood Rd., as hereinafter set forth.

PMR

NOW, THEREFORE, for and in consideration of the premises, CRE Properties and Maverik do hereby agree as follows:

1. Grant of Driveway Easement. Subject to any easements or restrictions of record, the Parties do hereby grant, sell and convey to each other, a perpetual non-exclusive easement (the "Driveway Easement") over and across the Driveway, for the benefit of and appurtenant to the CRE Properties Parcel and the Maverik Parcel, for the purpose of vehicular and pedestrian access, including ingress and egress, to and from the Parcels, to have and hold it to CRE Properties and Maverik, and each of their tenants, invitees, successors, or assigns forever, subject to the terms hereof.

2. Grant of Encroachment Easement. Subject to any easements or restrictions of record, Maverik does hereby grant, sell and convey to CRE Properties a perpetual non-exclusive easement (the "Encroachment Easement") over and across the Encroachment, for the benefit of and appurtenant to the CRE Properties Parcel, for the purpose of vehicular and pedestrian access, including ingress and egress, to and from the CRE Properties Parcel, to have and hold it to CRE Properties, and each of their tenants, invitees, successors, or assigns forever, subject to the terms hereof.

3. Purpose: The purpose of the Driveway Easement and Encroachment Easement (collectively, the "Easements") are for vehicular and pedestrian ingress and egress over and across the Parcels and for access to and from 1700 South St.

4. Duration of Easements. The Easements shall be for a term (the "Term") commencing with the date hereof and continue perpetually; provided, however, the Encroachment Easement shall terminate automatically upon CRE Properties' abandonment of same for a period of 240 days. The Parties hereby warrant and shall forever defend the Easements unto the other Party, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Party, but not otherwise.

5. Appurtenant to the Parcels. The Easements are appurtenant to and shall run with the Parcels. Furthermore, in the event either Party transfers or conveys a portion of its respective Parcel, the Easements granted in this Agreement that benefit, bind, and burden the remainder of such Parcel not transferred or conveyed will benefit, bind, and burden the portion of such Parcel so transferred or conveyed, and the Easements granted herein which benefit, bind and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part and shall run with the Parcels.

6. Repair and Maintenance. CRE Properties shall be responsible for the maintenance of the portion of the Driveway Easement located on the CRE Properties Parcel and the Encroachment Easement. Maverik shall be responsible for the maintenance of the portion of the Driveway Easement located on the Maverik Parcel. Each party covenants and agrees to keep and maintain the portion of the Easement for which it is responsible to at least the level of maintenance of the other parties' Parcels. If a Party or their agents, employees, consultants, guests, invitees, licensees,

customers and other reasonably related, or similar, parties cause damage (other than normal wear and tear) to the Driveway Easement or the other Party's parcel, said Party shall be responsible, at its sole cost and expense, to repair said damage caused by such Party (the Party that caused, or whose authorized users caused, the damage) or its authorized users, which repair shall promptly commence, but in no case later than ten (10) days following written notice from the other Party, and shall diligently pursue repair of the damage to completion.

7. Binding Effect. The easements, rights, covenants and other obligations created hereunder shall create mutual benefits and servitudes running with the land. Subject to the other provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, lessees, successors and assigns, and tenants and subtenants.

8. Partial Invalidity. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

10. Modification or Termination. This Agreement may be modified, amended, or terminated only by the joint action of the record owners of the Parcels. Such action shall only become effective after it has been reduced to writing and filed in the Official Public Records of Salt Lake County, Utah.

11. No Merger. It is expressly understood and agreed that, unless otherwise clearly indicated to the contrary in a written, recorded document executed by the Parties, or their respective successors or assigns, the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Parcels by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Attorney's Fees. Any party who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, is additionally entitled to recover reasonable attorney's fees, expert fees, and all other litigation expenses.

PMR

14. Indemnification. Each Party shall hold the other parties harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by such parties in connection with the exercise by a party, its employees, tenants, contractors, invitees, agents or licensees of the Easements and rights created herein, except to the extent caused by the negligence or willful act of another party to this Agreement, its employees, tenants, contractors, agents or licensees. Each Party will at all times during the duration of this Agreement maintain and pay for comprehensive general liability insurance affording protection to itself in commercially reasonable amounts; provided however, Maverik is self-insured and has the right to satisfy its insurance obligations hereunder in accordance with Maverik's self-insurance program so long as Maverik maintains actuarially sound reserves.

15. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the record address for each Parcel, or as otherwise directed by the Parties. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. Default. In the event of a breach, or attempted or threatened breach, by any owner of any portion of the Parcels of any of the terms, covenants, and conditions hereof, any one or all of the other owners of the Parcels shall be entitled forthwith to injunctive relief and/or all such other available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by an owner in any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the defaulting owner's portion of the Parcels effective upon recording notice thereof in the Office of the County Clerk of Salt Lake County, Utah. The remedies of any one or all such owners to the Parcels shall be cumulative as to each owner and as to all other remedies permitted at law or in equity. Notwithstanding the foregoing, each Party shall have the right, but not the obligation, to cure any breach or default by the other Party of an obligation under this Agreement which remains uncured after delivery to such other Party of written notice of such breach or default for more than thirty (30) days after such notice. In the event that the failure to perform the work or other breach of this Agreement creates an imminent danger of damage to a Parcel, or jeopardizes the continuance of business operations on a Parcel, no notice shall be required in order for a Party to commence a cure. Each Party grants the other Party a license to enter upon the respective Easement areas and those portions of the Parcels adjacent to the Easement areas reasonably necessary for the purpose of exercising the cure rights provided under this Agreement.

17. Choice of Law, Venue and Forum. This Agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Utah, without giving effect to its choice of laws principles.

EXECUTED as of the date first written above.

CRE Properties:

CRE PROPERTIES, LLC,
a Utah limited liability company

By: Patricia M. Rawlings
Name: PATRICIA M. RAWLINGS
Title: MANAGER

Maverik:

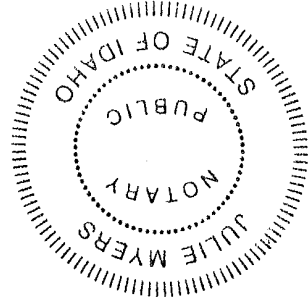
MAVERIK, INC.,
a Utah corporation

⟨ SEE COUNTERPART ⟩

By: _____
Name: _____
Title: _____

Exhibits:

- "A" - Description of the CRE Properties Parcel
- "B" - Description of the Maverik Parcel
- "C" - Depiction of the Driveway
- "D" - Description of the Driveway
- "E" - Description of the Encroachment



STATE OF Idaho §
COUNTY OF Bannock §

This instrument was acknowledged before me on the 22nd day of June, 2017, by Patricia Ramblings, Manager of CRE Properties, LLC, on behalf of said limited liability company

Julie Myers
Notary Public, State of Idaho

~~STATE OF _____ §
COUNTY OF _____ §~~

~~This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of Maverik, Inc., on behalf of said corporation.~~

~~_____
Notary Public, State of _____~~

AFTER RECORDING, PLEASE RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107

EXECUTED as of the date first written above.

CRE Properties:

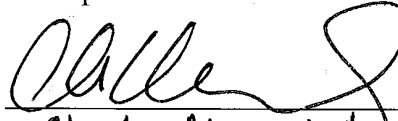
CRE PROPERTIES, LLC,
a Utah limited liability company

SEE COUNTERPART

By: _____
Name: _____
Title: _____

Maverik:

MAVERIK, INC.,
a Utah corporation

By: 
Name: Charles Maggelet
Title: President

Exhibits:

- "A" - Description of the CRE Properties Parcel
- "B" - Description of the Maverik Parcel
- "C" - Depiction of the Driveway
- "D" - Description of the Driveway
- "E" - Description of the Encroachment

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2017, by _____ of
CRE Properties, LLC, on behalf of said limited liability company

Notary Public, State of _____

STATE OF Utah §
COUNTY OF Salt Lake §

This instrument was acknowledged before me on the 23rd day of June,
2017, by Charles Maggelet, President of
Maverik, Inc., on behalf of said corporation.

Marilyn Rasmussen
Notary Public, State of Utah

AFTER RECORDING, PLEASE RETURN TO:

BAKER MONROE PLLC
Attention: Justin Huston, Esq.
University Centre I
1300 S. University Drive, Suite 318
Fort Worth, Texas 76107



EXHIBIT "A"

CRE PROPERTIES PARCEL

A PARCEL OF LAND LOCATED WITHIN SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE MERIDIAN, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 15, T1S, R1W, SLBM; THENCE S00°10'10"E ALONG THE QUARTER SECTION LINE 2229.74 FEET; THENCE WEST, 70.94 FEET TO THE WEST RIGHT OF WAY LINE OF REDWOOD ROAD AND THE **POINT OF BEGINNING**;

THENCE S00°03'08"E, ALONG SAID REDWOOD ROAD RIGHT OF WAY, 177.26 FEET;

THENCE S89°57'55"W, 214.76 FEET;

THENCE S00°03'08"E, 210.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET;

THENCE S89°56'52"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 1700 SOUTH STREET), 285.00 FEET;

THENCE N00°03'08"W, 387.02 FEET;

THENCE N89°54'52"E, 499.76 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 148,373 SQUARE FEET OR 3.41 ACRES MORE OR LESS;

AMR

EXHIBIT "B"

MAVERIK PARCEL

Beginning at the intersection of the North line of 1700 South Street and the West line of Redwood Road, said point being 13.85 feet North 89°55'56" East and 2617.03 feet South 0°03'08" East (measured) (2624.43 feet South 0°03'08" East, record), and 80.00 feet South 89°57'53" West from the North Quarter Corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'53" West along said North line 215.00 feet; thence North 0°03'08" West 210.07 feet; thence North 89°57'53" East 215.00 feet to said West line of Redwood Road; thence South 0°03'08" East along said West line 210.07 feet to the point of beginning.

Less and excepting

A Parcel of land in fee for the widening of the existing state highway SR-68 known as Project No. F-0068(67)57, being part of an entire tract of property situate in the SE1/4NW1/4 of Section 15, Township 1 South Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southeast corner of said entire tract at the intersection of the existing westerly right of way line of Redwood Road, and the existing northerly right of way line of 1700 South Street, said southeast corner is 13.85 feet North 89°55'56" East and 2617.03 feet South 00°03'08" East and 80.00 feet South 89°57'53" West from the North Quarter corner of said Section 15, said southeast corner is also 63.27 feet perpendicularly distant westerly from the control line of said project opposite approximate engineer station 130+53.68; running thence South 89°57'53" West 10 feet along said existing northerly right of way line to the beginning of a 10.00 foot radius non-tangent curve to the left at a point 73.28 feet perpendicularly distant westerly from said control line opposite engineer station 130+53.67; thence Northeasterly 15.71 feet along the arc of said curve (Note: Chord to said curve bears North 44°57'23" East for a distance of 14.14 feet) to a point in said existing westerly right of way line, said point is perpendicularly distant westerly opposite approximate engineer station 130+63.68; thence South 00°03'08" East 10.00 feet along said existing westerly line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation

Said property is also known by the street address of:
1680 South Redwood Road
Salt Lake City, UT 84104

EXHIBIT "C"

SITE PLAN

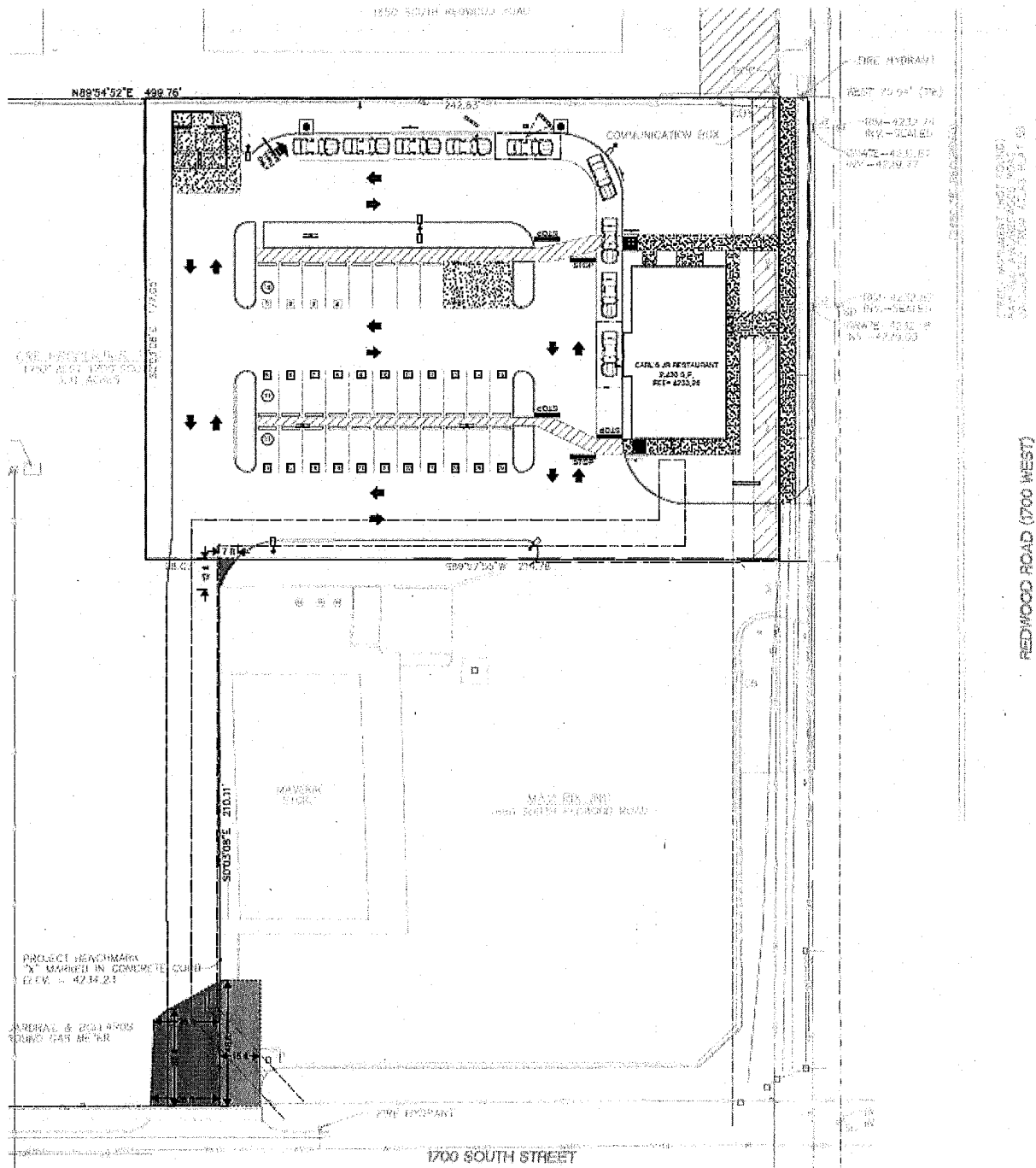


EXHIBIT "D"

DRIVEWAY
(1 OF 4)

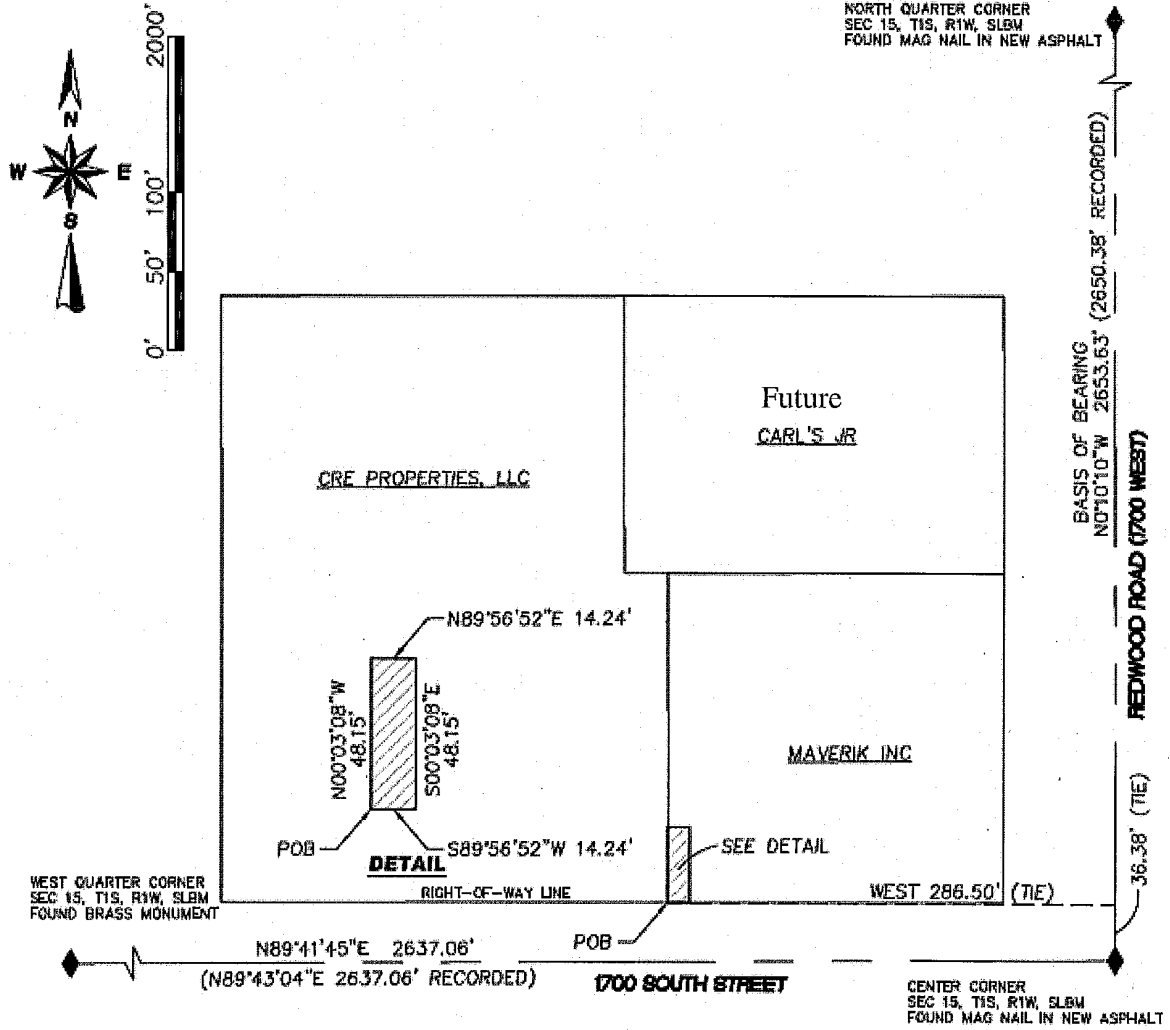


EXHIBIT "D"

(2 OF 4)

BASIS OF BEARING

THE BASIS OF BEARING IS ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH, MEASURED BETWEEN CORNERS A BEARING OF N00°10'10"W AND A DISTANCE OF 2853.63 FEET.

LEGAL DESCRIPTION

A PARCEL OF LAND, FOR THE PURPOSE OF A PERMANENT ACCESS EASEMENT, SITUATED IN NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLBM, SALT LAKE COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 15, T1S, R1W, SLBM, A FOUND MAG NAIL IN NEW ASPHALT, THENCE NORTH 00° 10' 10" WEST A DISTANCE OF 36.38 FEET AND WEST 288.50 MORE OR LESS TO THE SOUTHWESTERLY CORNER OF THE MAVERIK INC PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID ACCESS EASEMENT THE FOLLOWING (4) FOUR COURSES:

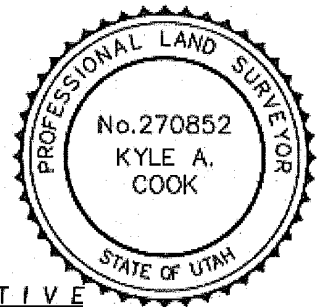
1. NORTH 00° 03' 08" WEST, ALONG THE EAST LINE OF THE MAVERIK INC PARCEL, A DISTANCE OF 48.15 FEET;
2. NORTH 89° 58' 52" EAST A DISTANCE OF 14.24 FEET;
3. SOUTH 00° 03' 08" EAST A DISTANCE OF 48.15 FEET TO THE SOUTH LINE OF SAID MAVERIK INC PARCEL;
4. SOUTH 89° 58' 52" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 14.24 FEET TO THE POINT BEGINNING.

THE TOTAL AREA OF A PERMANENT ACCESS EASEMENT ACROSS MAVERIK INC, AS DESCRIBED ABOVE IS 686 SQ FT OR 0.015 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF UTAH)
COUNTY OF SALT LAKE)

I, KYLE A. COOK OF SALT LAKE CITY, UTAH HEREBY CERTIFY THAT THIS PLAT OF THE EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC WAS MADE FROM A SITE SURVEY AND NOTES TAKEN DURING AN FIELD SURVEY MADE UNDER MY REVIEW AND DIRECTION, BY COOK-SANDERS ASSOCIATES IN NOVEMBER, 2016 AND IT CORRECTLY SHOWS THE LOCATION OF THE PROPOSED ACCESS EASEMENT.



SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT ACCESS EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC, LOCATED IN SALT LAKE COUNTY UTAH.

- PRINTED 8/5/17 FOR _____ DATE _____
- PRELIMINARY
 - DESIGN DEVELOPMENT
 - BIDDING
 - CONSTRUCTION
 - APPROVAL
 - AS BUILT
 - REVISION

NO.	REVISION	DATE	BY	DATE	BY	DATE	BY	DATE	BY

DATE BY SRH	DATE 6/2/17	DATE	DATE	DRAWING NO.	REVISION
DATE BY KAC	DATE	DATE	DATE	02	0
DATE 16-11-169	DATE	DATE	DATE	SCALE AS NOTED	

EXHIBIT "D"
(3 OF 4)

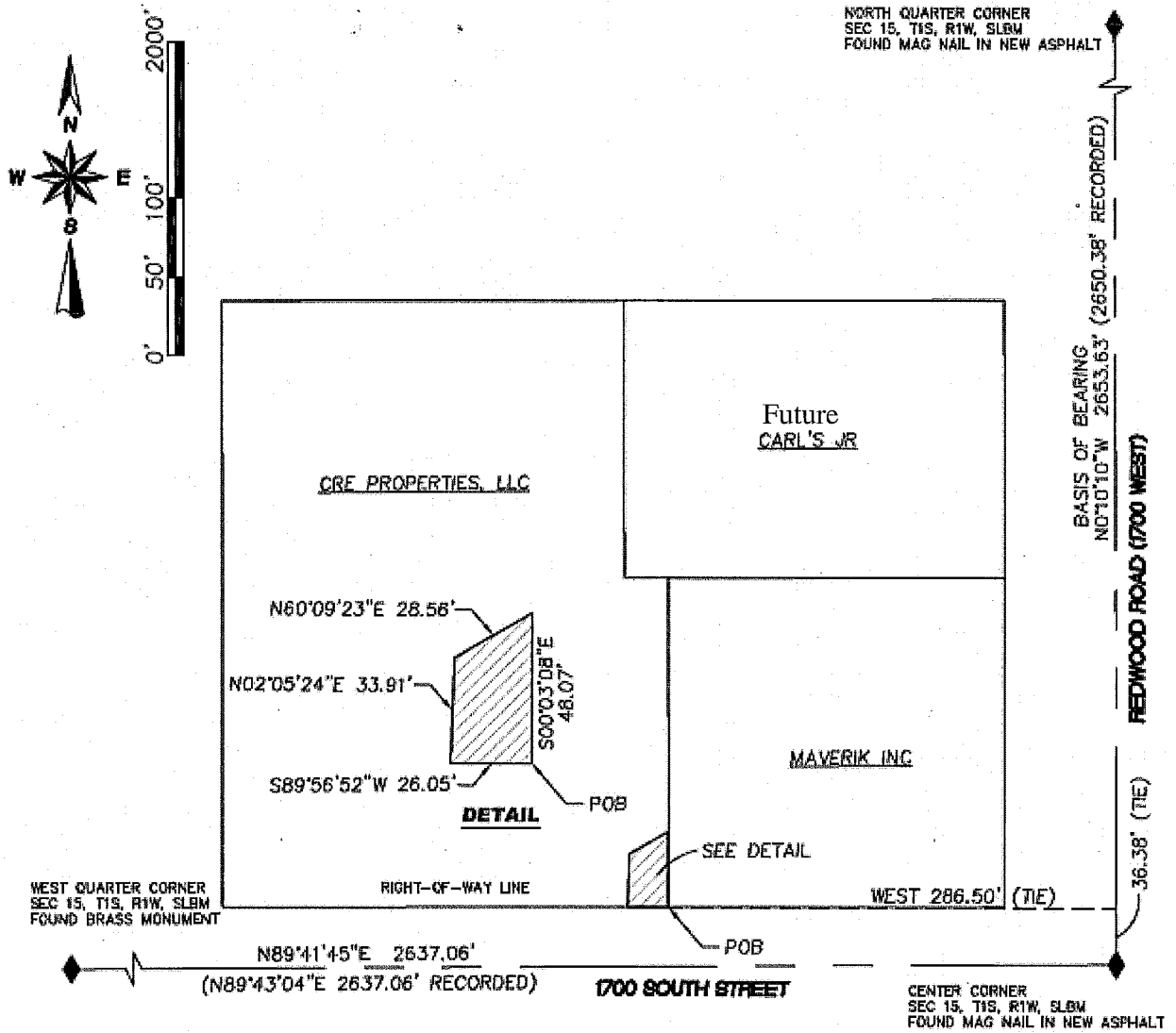


EXHIBIT "D"

(4 OF 4)

BASIS OF BEARING

THE BASIS OF BEARING IS ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH, MEASURED BETWEEN CORNERS A BEARING OF N00°10'10"W AND A DISTANCE OF 2853.63 FEET.

LEGAL DESCRIPTION

A PARCEL OF LAND, FOR THE PURPOSE OF A PERMANENT ACCESS EASEMENT, SITUATED IN NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLBM, SALT LAKE COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 15, T1S, R1W, SLBM, A FOUND MAG NAIL IN NEW ASPHALT, THENCE NORTH 00° 10' 10" WEST A DISTANCE OF 36.38 FEET AND WEST 288.80 MORE OR LESS TO THE SOUTHEASTERLY CORNER OF THE CRE PROPERTIES, LLC PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID ACCESS EASEMENT THE FOLLOWING (4) FOUR COURSES:

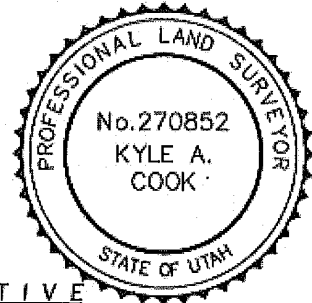
1. SOUTH 89° 58' 52" WEST, ALONG THE SOUTH LINE OF THE CRE PROPERTIES, LLC PARCEL, A DISTANCE OF 26.05 FEET;
2. NORTH 02° 05' 24" EAST A DISTANCE OF 33.91 FEET;
3. NORTH 60° 09' 23" EAST A DISTANCE OF 28.58 FEET TO A POINT ON THE EAST LINE OF SAID CRE PROPERTIES, LLC PARCEL;
4. SOUTH 00° 03' 08" EAST, ALONG SAID EAST LINE, A DISTANCE OF 48.07 FEET TO THE POINT BEGINNING.

THE TOTAL AREA OF A PERMANENT ACCESS EASEMENT ACROSS CRE PROPERTIES, LLC, AS DESCRIBED ABOVE IS 1037 SQ FT OR 0.024 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF UTAH)
COUNTY OF SALT LAKE)

I, KYLE A. COOK OF SALT LAKE CITY, UTAH HEREBY CERTIFY THAT THIS PLAT OF THE EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC WAS MADE FROM A SITE SURVEY AND NOTES TAKEN DURING AN FIELD SURVEY MADE UNDER MY REVIEW AND DIRECTION, BY COOK-SANDERS ASSOCIATES IN NOVEMBER, 2016 AND IT CORRECTLY SHOWS THE LOCATION OF THE PROPOSED ACCESS EASEMENT.



SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT ACCESS EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC, LOCATED IN SALT LAKE COUNTY UTAH.

- PRINTED 6/5/17 FOR DATE
- PRELIMINARY
 - DESIGN DEVELOPMENT
 - BIDDING
 - CONSTRUCTION
 - NO APPROVAL
 - AS BUILT
 - REVISION

NO.	DESCRIPTION	BY	DATE	APPROV.	TITLE
					CRE PROPERTIES SUBDIVISION CRE PROPERTIES, LLC PROPERTY ACCESS EASEMENT PARCEL
					DATE BY SRH 6/5/17 DATE BY KAC SCALE AS NOTED
					DRAWING NO. 06 SHEET NO. 0

EXHIBIT "E"

ENCROACHMENT
(1 of 2)

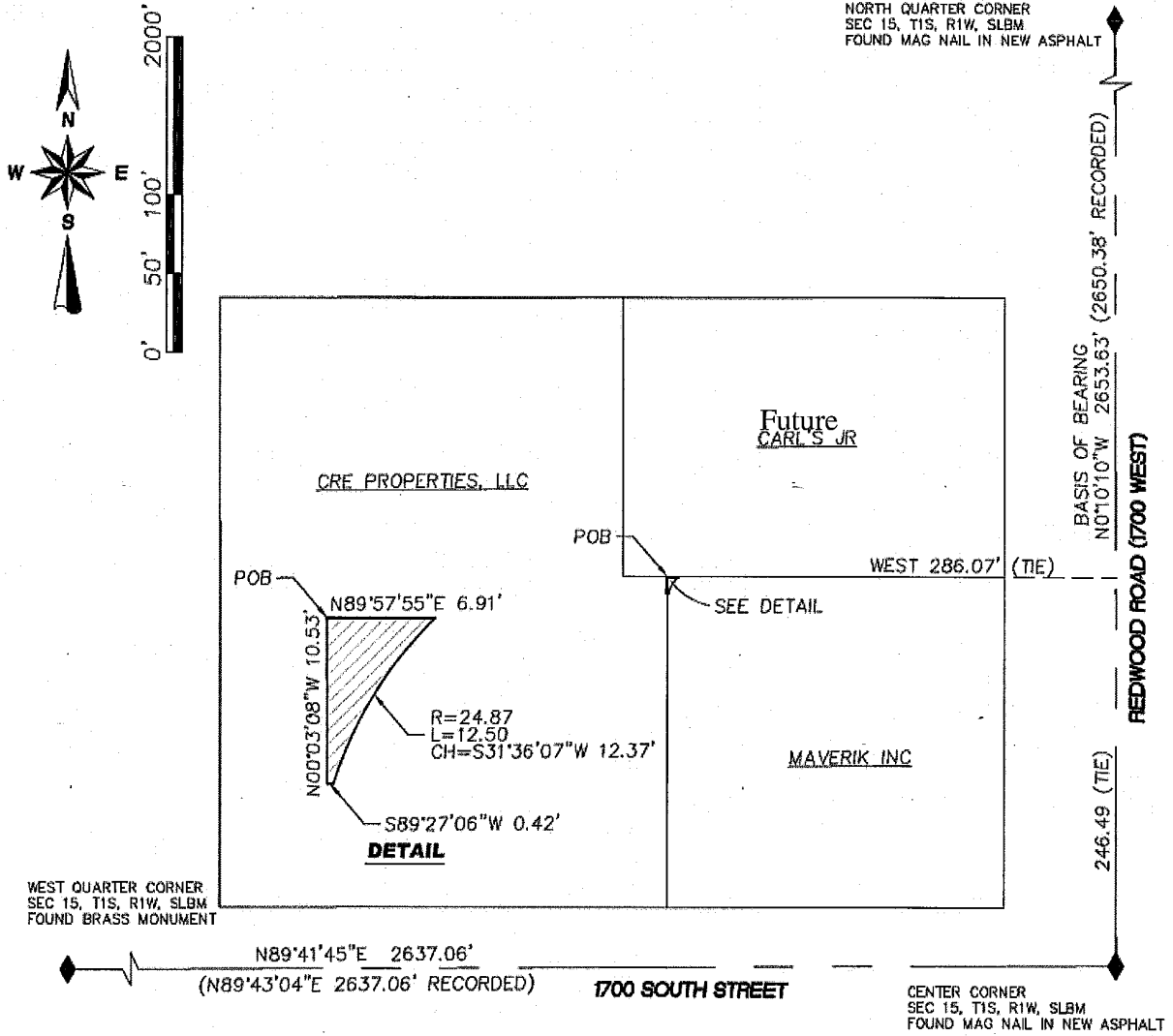


EXHIBIT "E"

(2 of 2)

BASIS OF BEARING

THE BASIS OF BEARING IS ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE COUNTY, UTAH, MEASURED BETWEEN CORNERS A BEARING OF N00°10'10"W AND A DISTANCE OF 2653.63 FEET.

LEGAL DESCRIPTION

A PARCEL OF LAND, FOR THE PURPOSE OF A PERMANENT ACCESS EASEMENT, SITUATED IN NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLBM, SALT LAKE COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 15, T1S, R1W, SLBM, A FOUND MAG NAIL IN NEW ASPHALT, THENCE NORTH 00° 10' 10" WEST A DISTANCE OF 246.49 FEET AND WEST 286.07 MORE OR LESS TO THE NORTHWESTERLY CORNER OF THE MAVERIK INC PARCEL AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID ACCESS EASEMENT THE FOLLOWING (4) FOUR COURSES:

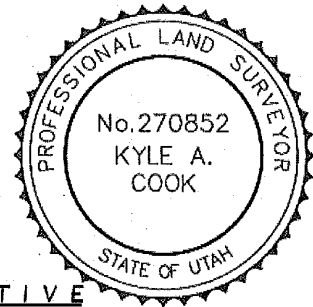
1. NORTH 89° 57' 55" EAST, ALONG THE NORTH LINE OF THE MAVERIK INC PARCEL, A DISTANCE OF 6.81 FEET, TO A POINT OF NON-TANGENT CURVE TO THE LEFT;
2. THENCE ALONG A 24.87' RADIUS CURVE TO THE LEFT A DISTANCE OF 12.50 FEET, SAID CURVE HAS A CHORD BEARING SOUTH 31° 36' 07" WEST A DISTANCE OF 12.37 FEET;
3. SOUTH 89° 27' 06" WEST A DISTANCE OF 0.42 FEET TO THE WEST LINE OF SAID MAVERIK INC PARCEL;
4. NORTH 00° 03' 08" WEST, ALONG SAID WEST LINE, A DISTANCE OF 10.53 FEET TO THE POINT BEGINNING.

THE TOTAL AREA OF A PERMANENT ACCESS EASEMENT ACROSS MAVERIK INC, AS DESCRIBED ABOVE IS 32.50 FT OR 0.001 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF UTAH)
COUNTY OF SALT LAKE)

I, **KYLE A. COOK** OF SALT LAKE CITY, UTAH HEREBY CERTIFY THAT THIS PLAT OF THE EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC WAS MADE FROM A SITE SURVEY AND NOTES TAKEN DURING AN FIELD SURVEY MADE UNDER MY REVIEW AND DIRECTION, BY COOK-SANDERS ASSOCIATES IN NOVEMBER, 2016 AND IT CORRECTLY SHOWS THE LOCATION OF THE PROPOSED ACCESS EASEMENT.



SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT ACCESS EASEMENT FOR CARL'S JR AND CRE PROPERTIES LLC, LOCATED IN SALT LAKE COUNTY UTAH.

PRINTED 6/5/17 FOR DATE	---	---	---	---	TITLE	CRE PROPERTIES SUBDIVISION MAVERIK INC PROPERTY ACCESS EASEMENT PARCEL				
<input type="checkbox"/> PRELIMINARY	---	---	---	---	Drawn By: SRH	Date: 6/2/17	ENCL.:	Auto:	DRAWING No.	REVISION
<input type="checkbox"/> DESIGN DEVELOPMENT	---	---	---	---	CHKD. By: KAC	Date:	APPD.:	Auto:	01	0
<input type="checkbox"/> BIDDING	---	---	---	---	Project	16-11-169	SCALE	AS NOTED		
<input type="checkbox"/> CONSTRUCTION	---	---	---	---						
<input checked="" type="checkbox"/> APPROVAL	---	---	---	---						
<input type="checkbox"/> AS BUILT	---	---	---	---						
<input type="checkbox"/> REVISION	---	---	---	---						

4824-9188-4874, v. 2