

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
SoDerby, LLC
2951 N. Fairfield Road
Layton, UT 84041

14268635 B: 11507 P: 884 Total Pages: 6
07/25/2024 04:15 PM By: aallen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FNT UTAH DOWNTOWN SLC - 170 MAIN ST STE 1075 UT 8
170 MAIN ST STE 1075 SALT LAKE CITY, UT 84101

Parcel No. 33-10-176-043-0000 and 33-10-176-047-0000

Ex. U0050214-J4

[Space Above for Recorder's Use]

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MAVERIK, INC., a Utah corporation, formerly known as, and which acquired title as Maverik Country Stores, Inc., a Wyoming corporation (as to Parcel 1) and Maverik, Inc., a Wyoming corporation (as to Parcel 2) ("Grantor"), hereby conveys and warrants against all who claim by, through, or under Grantor, but no others to SoDerby, LLC, a Utah limited liability company, the real property described on Exhibit "A" attached hereto located in the City of Bluffdale, County of Salt Lake, State of Utah.

SUBJECT TO:

1. Nondelinquent taxes and assessments; and
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

SUBJECT FURTHER TO THE FOLLOWING USE RESTRICTION: Commencing on the date of recordation of this Special Warranty Deed with the Office of the Salt Lake County Recorder, and for a period of forty (40) years thereafter, neither the Property nor any portion thereof shall be used for any of the following purposes:

Operating a fuel sales facility, convenience store, or other business engaging in the sale of gasoline, coffee, or groceries. In addition, and not by way of example, the following convenience stores operating under the listed trade names, are prohibited upon the Property, or any portion thereof, for the time period specified herein: Tesoro, Chevron, Arco, Flying J, Circle K, Amoco, Phillips, Sinclair, 7-11, Exxon, Texaco, and Top Stop.

Operating a shop or store that sells smoking or vaping products or equipment, including but not limited to hemp, marijuana, and/or cannabidiol oil products or equipment.

Operating a shop or store that sells alcohol and/or liquor products or equipment.

SUBJECT FURTHER TO THE FOLLOWING USE RESTRICTION: Commencing on the date of recordation of this Warranty Deed with the Office of the Salt Lake County Recorder, and for a period of fifteen (15) years thereafter, neither the Property nor any portion thereof shall be used for any of the following purposes:

Operating a restaurant or any other business engaged in the retail sale of food and/or beverages, ready for consumption, either on or off the Property. In addition, and not by way of example, the following restaurants and prepared food businesses, operating under the listed trade names, are prohibited upon the Property, or any portion thereof, for the time period specified herein: Subway, Blimpies, Quiznos, McDonald's, Burger King, Wendy's Old Fashioned Hamburgers, Pizza Hut, Taco Bell, Taco Time, La Salsa, Arby's, Carl's Jr., Dairy Queen, or Kentucky Fried Chicken.

SUBJECT FURTHER TO THE FOLLOWING RIGHT OF FIRST REFUSAL: Commencing on the date of recordation of this Warranty Deed with the Office of the Salt Lake County Recorder, and for a period of twenty (20) years thereafter, Seller shall have a secondary right of first refusal to purchase the Property; such right of first refusal shall be secondary only to a recorded primary first right of refusal of a single tenant of SoDerby, LLC, a Utah limited liability company, as follows:

Maverik shall have a recurring right of first refusal to purchase the Property (or a portion thereof) (hereinafter the SoDerby Estate") for a period of twenty (20) years (the "Term"). In the event that SoDerby shall receive a bona fide written offer acceptable to SoDerby, or shall enter into a bona fide written contract, for the purchase by a third party of SoDerby' Estate or any portion thereof, SoDerby shall promptly give written notice thereof to: (i) its Tenant in accordance with the terms, conditions, and provisions of its lease, and (ii) Maverik. In the event SoDerby' Tenant waives its right of first refusal, SoDerby shall promptly (within one (1) business day) give Maverik written notice of the same (hereinafter the "Notice of Tenant's ROFR Waiver"). Maverik shall then have the right, at its option, to purchase SoDerby' Estate (or the portion thereof subject of such offer or contract) at the same price and upon substantially the same terms and conditions contained in the offer or contract by giving written notice thereof to SoDerby within ten (10) business days after Maverik's receipt of the Notice of Tenant's ROFR Waiver. If the offer includes real estate other than the SoDerby' Estate or a part thereof or an interest therein, or if the consideration to be paid under the offer for the Property, or such part thereof or interest therein, is in whole or in part other than cash (the term "cash" to include mortgages and deeds of trust not to be removed by the proposed transfer) then SoDerby, in the notice to its tenant and Maverik, shall state the bona fide cash fair market value at which SoDerby shall be entitled to accept a transfer of only the Property, or such part thereof or such interest therein, but other than Maverik's right to accept a transfer of only the Property, or part thereof or an interest therein, and Maverik's right to pay said cash fair market value therefor, the transfer to Maverik shall be on the terms of the offer. If a dispute arises over the SoDerby' statement of cash fair market value as provided in the agreement between the parties, Maverik may obtain an appraisal of the value of the consideration being conveyed to SoDerby for the Property from an appraiser reasonably acceptable to SoDerby, or part thereof or interest therein, and thereafter purchase the Property for that price. If Maverik does not give written notice within ten (10) days after Maverik's receipt of the Notice of Tenant's ROFR Waiver that Maverik will purchase SoDerby' Estate (or portion thereof offered), then SoDerby shall be free to complete the sale of SoDerby' Estate (or the portion thereof subject of such offer or contract) to the involved third party upon the same terms and conditions contained in the offer or contract, so long as the said sale is completed within ninety (90) calendar days after Maverik's receipt of the Notice of Tenant's ROFR Waiver. If the proposed sale to such person/entity is not completed within ninety (90) calendar days after Maverik's receipt of the Notice of Tenant's ROFR Waiver upon the same terms and conditions contained in the offer or contract, then the right of Maverik shall be fully restored and reinstated as if such offer or contract had never been presented to Maverik as herein required. If the option to purchase is timely exercised by Maverik, then the subject sale shall be closed and consummated within ninety (90) calendar days after Maverik's receipt of the Notice of Tenant's ROFR Waiver.

[signatures and acknowledgements on following page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the 18 day
of July, 2024

MAVERIK, INC.,
a Utah corporation

By: Tyler Gell
Its: CFO

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I certify that I know or have satisfactory evidence that Tyler Call is the person who appeared before me, and said person acknowledged that he/she signed this instrument as CFO of Maverik, Inc., a Utah corporation.

Barry Allen
(Signature of Notary Public)

(Signature of Notary Public)

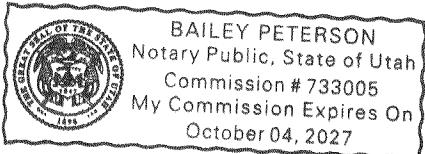


Exhibit A
TO
DEED

THE LAND REFERRED TO HEREIN BELOW IS SITUATED BLUFFDALE, IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

Beginning at a point which is South 1356.00 feet and East 2038.45 feet from the Northwest Corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 156.46 feet; thence North 89°00' East 142.73 feet to the existing right of way line of the Camp Williams Highway; thence along said right of way North 11°28'10" East 157.11 feet; thence West 173.94 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion conveyed by that certain Warranty Deed recorded November 13, 2008 as Entry No. 10560120 in Book 9658 at Page 2639 of Official Records, being a parcel of land in fee for the purpose of constructing thereon a roadway known as Project No. 0068, being part of an entire tract of property situate in the SE1/4NW1/4 of Section 10, T. 4 S., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing westerly highway right of way line of SR-068 as shown on the right of way plans for Project S-0136(4) on file in the office of the Utah Department of Transportation, and the north line of said entire tract, which point is 457.44 ft., N. 89°51'06" W., along the North line of said NW1/4, and 1,350.46 ft. S. 00°08'54" W., from the North Quarter corner of said Section 10; and running thence S. 12°30'56" W. along said existing westerly highway right of way line, 12.96 ft. to a point 79.36 ft. perpendicularly distant westerly from the centerline of said project No. 0068, opposite Engineer Station 993+62.76; thence S. 89°54'32" W., 175.82 ft. to the west line of said entire tract, which is 245.64 ft. perpendicularly distant westerly from the centerline of said project No. 0068, opposite Engineer Station 993+04.85; thence N. 01°02'18" E., along said west line, 13.10 ft. to the south right of way line of 14400 South Street; thence S. 89°56'39" E., along said south line, 178.39 ft. to the point of beginning.

(Note: All bearings and distances based upon the Utah State Plane Coordinate System of 1983 at ground, Utah Central Zone based upon the Utah Department of Transportation Survey Control Sheets for Federal Aid Project STP-0068(42)26 SR-68 Redwood Road, Bangerter Hwy to Saratoga Springs Environmental Assessment Study dated February 8, 2008)

ALSO, LESS AND EXCEPTING THEREFROM any portion of subject property lying North of the South right of way line of 14400 South Street as shown on that right of way map prepared by Dominion Engineering ROS# S2017-04-0262 as recorded and/or filed in the Office of the Salt Lake County Surveyor.

PARCEL 2:

Beginning at a point which is South 1351.66 feet and East 1957.70 feet from the Northwest Corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 80.00 feet; thence South 162.21 feet; thence North 89°55'00" West 80.00 feet; thence North 162.084 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion conveyed by that certain Quit Claim Deed recorded August 09, 1978 as Entry No. 3150089 in Book 4719 at Page 1053 of Official Records and being described as follows:

Beginning at a point South 33.00 feet from the centerline of 14400 South Street, said point being South 1356.00 feet and East 1950.94 feet from the Northwest Corner of Section 10, Township 4 South, Range 1 West, S.L.B. & M. and running thence East 80.00 feet; thence South 7.00 feet; thence West 80.00 feet; thence North 7.00 feet to the point of beginning.

ALSO, LESS AND EXCEPTING THEREFROM that portion conveyed by that certain Warranty Deed recorded October 30, 2008 as Entry No. 10551965 in Book 9655 at Page 1740 of Official Records, being a parcel of land in fee for the purpose of constructing thereon a roadway known as Project No. 0068, being part of an entire tract of property situate in the SE1/4NW1/4 of Section 10, T. 4 S., R. 1 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing southerly right of way line of 14400 South Street, and the south line of said entire tract, which point is 635.99 ft., N. 89°51'06" W., along the North line of said NW1/4, and 1,360.75 ft. S. 00°08'54" W., from the North Quarter corner of said Section 10; and running thence S. 01°02'18" W., along said south line, 3.10 ft., to a point 245.64 ft. perpendicularly distant westerly from the centerline of said project No. 0068, opposite Engineer Station 993+04.85; thence N. 86°06'10" W., 46.30 ft. to said existing southerly right of way line, which is 290.33 ft. perpendicularly distant westerly from the centerline of said project No. 0068, opposite Engineer Station 992+92.48; thence S. 89°56'39" E., along said existing southerly right of way line, 46.25 feet to the point of beginning.

(Note: All bearings and distances based upon the Utah State Plane Coordinate System of 1983 at ground, Utah Central Zone based upon the Utah Department of Transportation Survey Control Sheets for Federal Aid Project STP-0068(42)26 SR-68 Redwood Road, Bangerter Hwy to Saratoga Springs Environmental Assessment Study dated February 8, 2008)

ALSO, LESS AND EXCEPTING THEREFROM that portion conveyed by that certain Quit Claim Deed recorded November 15, 2017 as Entry No. 12659054 in Book 10619 at Page 6163 of Official Records, being a parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the South right-of-way line of 14400 South Street as shown on that right-of-way map prepared by Dominion Engineering ROS# S2017-04-0262 as recorded in the office of the Salt Lake County Surveyor. Said point also being the Northwest corner of that certain property

recorded in Book 10318 at Page 6570 in the Salt Lake County Recorder's Office, which is 1324.30 feet South 00°18'53" West along the Section line to the Salt Lake County Street Monument found at the intersection of 14400 South Street and 2200 West Street and 1958.15 feet North 89°37'43" East along the monument line of said 14400 South Street and 43.03 feet South 00°22'17" East from the Northwest corner of said Section 10 (the basis of bearings is South 00°18'53" West between the Northwest corner and the West Quarter corner of said Section 10) and running thence along said right-of-way line South 86°31'48" East 80.14 feet; thence South 89°37'43" West 80.00 feet; thence North 5.37 feet to the point of beginning.

ALSO, LESS AND EXCEPTING THEREFROM any portion of subject property lying North of the South right of way line of 14400 South Street as shown on that right of way map prepared by Dominion Engineering ROS# S2017-04-0262 as recorded and/or filed in the Office of the Salt Lake County Surveyor.