

E 2240578 B 4210 P 1562-1566
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/31/2007 3:10:00 PM
FEE \$21.00 Pgs: 5
DEP eCASH REC'D FOR THE TALON GROUP

WHEN RECORDED, MAIL TO:
Dan L. Murray
Maverik Country Stores, Inc.
880 West Center Street
North Salt Lake, Utah 84054
Escrow No. 269517-ML

10-003-0041
10-023-0065

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT ("Restrictive Covenant") is made this 30 day of January, 2007, by Mackey Investments Fairfield, LC, a Utah Limited Liability Company ("Grantor") in favor of MAVERIK, INC., a Wyoming corporation ("Grantee").

RECITALS:

- A. Pursuant to a Real Property Purchase Agreement (the "Agreement"), dated June 30, 2006, Grantee has sold and conveyed to Grantor that certain parcel of real property described on Exhibit A attached hereto (the "Restricted Property").
- B. One of the terms of the Agreement required that Grantor record a Restrictive Covenant affecting the use of the Restricted Property by Grantor or his successor(s) in interest for a period of forty (40) years from the closing date.
- C. Pursuant to and for the purpose of fulfilling Grantor's obligations under the Agreement with regard to restriction of the use of the Restricted Property, Grantor desires by this Restrictive Covenant to unconditionally restrict the use of the Restricted Property as set forth below.

NOW, THEREFORE, in consideration of the terms and conditions set forth in the Agreement and in consideration of Grantee's sale of the Restricted Property to Grantor, Grantor hereby restricts the use of the Restricted Property and covenants and agrees as follows:

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

- (b) Operating a restaurant or any other business engaged in the retail sale of sandwiches, ready for consumption, either on or off the Restricted Property. In addition, and not by way of example, the following sandwich shops, operating under the listed trade names, are prohibited upon the Restricted Property, or any portion thereof, for the time period specified herein: Subway, Blimpies, Quiznos, Schlotskis.
2. Term. This Restrictive Covenant restricting the use of the Restricted Property shall expire and have no further force or effect after January 30, 2040.
 3. Benefited Property. This Restrictive Covenant runs with and for the benefit of that certain real property described in Exhibit "B" attached hereto (hereinafter the "Benefited Property") and shall inure to the benefit of Grantee and its assign(s) and successor(s).
 4. Specific Performance. Grantor confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of Grantee or the owner(s) of the Benefited Property against Grantor or its successor(s) in interest for a breach or threatened breach of any provisions hereof. It is the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
 5. Successors and Assigns. This Restrictive Covenant shall restrict the use of the Restricted Property for the full term and shall be binding upon Grantor and Grantor's successor(s) and assign(s), and shall inure to the benefit of Grantee, the owner(s) of the Benefited Property, and their successor(s) and assign(s).
 6. Attorney's Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Restrictive Covenant, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.
 7. Interpretation. This Restrictive Covenant shall be governed by and construed in accordance with the internal laws of the State of Utah. The section headings contained in this Restrictive Covenant are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Restrictive Covenant. Exhibits A and B attached hereto is by this reference incorporated herein and made a part hereof.

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

GRANTOR:

Mackey Investments Fairfield, LC, a
Utah Limited Liability Company

By: Mackey Investment Company, L.P.,
a Utah Limited Partnership, its Manager

By: MWM Limited Company, a Utah
Limited Liability Company, its General Partner

Marjorie W Mackey
By: Marjorie W. Mackey, Manager

GRANTEE:

Maverik Inc., a Wyoming Corporation,
Successor in interest to Caribou Four Corners, Inc.,
Pursuant to a name change dated August 3, 2001

Dan L Murray
By: Dan L. Murray
Its: Vice President of Real Estate

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

On the 30th day of January, 2007, personally appeared before me Marjorie W. Mackey, who being duly sworn did say that she is the Manager of MWM Limited Company, a Utah Limited Liability Company, General Partner of Mackey Investment Company, L.P., a Utah Limited Partnership, manager of Mackey Investments Fairfield, LC, a Utah Limited Liability Company. The signer of the within instrument, who duly acknowledged to me that she executed the same, for and on behalf of Mackey Investments Fairfield, LC, a Utah Limited Liability Company, as manager therein.

Michelle Liechty
Notary Public
My Commission Expires: 07-17-2008
Residing At: *Centerville, Utah*

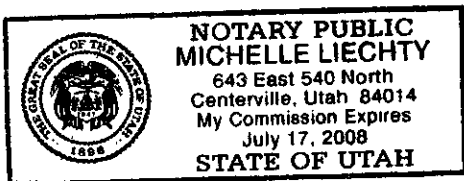


Exhibit "A"

PARCEL 1:

Beginning at a point on the North 89°23'40" West 167.64 feet and South 89.10 feet from the Northeast Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 193.87 feet; thence East 150 feet; thence South 193.87 feet; thence West 150 feet to the point of beginning. Excepting therefrom any portion within the bounds of Fairfield Road along the West line thereof.

PARCEL 2:

Beginning at a point North 89°23'40" West 167.65 feet and South 89.10 feet and South 89°46'30" East 150 feet from the Northeast Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 193.87 feet; thence East 114 feet; thence South 193.87 feet, more or less, thence South 89°46'30" West 114 feet to the point of beginning. Excepting therefrom any portion within the bounds of Rainbow Drive along the South line thereof.

LESS & EXCEPTING therefrom said Parcel 2:

Beginning at a point North 89°23'40" West 167.64 feet and South 89.10 feet and East 165 feet from the Northeast Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 193.87 feet; thence East 99 feet; and thence South 193.87 feet; thence West 99 feet to the point of beginning. Excepting therefrom any portion within the bounds of Rainbow Drive along the South line thereof.

A.P.N. 10-003-0041

EXHIBIT B
Legal Description
Maverik Tract

LEGAL DESCRIPTION - LOT NO. 1 - MAVERIK TRACT

BEGINNING AT A POINT ON THE WEST LINE OF FAIRFIELD ROAD, SAID POINT BEING N 89°23'40" W 207.64 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE N 00°03'43" E 296.15 FEET; THENCE N 89°23'40" W 240.00 FEET; THENCE S 00°03'43" W 296.15 FEET; THENCE S 89°23'40" E 240.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.632 ACRES