

RETURNED

MAY 21 2015

When Recorded, Mail To:

Hung T. Tran and Thuy K. Tran  
1813 N. Main Street (1800 N.)  
Sunset, Utah 84015

E 2868497 B 6272 P 835-840  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/21/2015 04:08 PM  
FEE \$20.00 Pgs: 6  
DEP RTT REC'D FOR DON LILYQUIST

Tax Parcel Nos.: 13-094-0042  
13-094-0094

(Space above this line for recorder's use only)

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "*Easement*") is entered into this 21<sup>ST</sup> day of MAY, 2015, by and between MAVERIK, INC., a Wyoming corporation ("*Grantor*"); and HUNG T. TRAN and THUY K. TRAN, husband and wife, as joint tenants (collectively, "*Grantee*"). Grantor and Grantee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

RECITALS

A. Grantor owns certain real property located in Davis County, Utah (the "*Grantor Parcel*"). The Grantor Parcel is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property adjacent to the Grantor Parcel also located in Davis County, Utah (the "*Grantee Parcel*"). The Grantee Parcel is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Pursuant to the terms and conditions contained herein, Grantor grants to Grantee a perpetual, non-exclusive access easement across a portion of the Grantor Parcel (the "*Easement Area*"), for the benefit of the Grantee Parcel and for the purposes more fully set forth herein; provided however, that Grantor will use the Easement Area for access to the Grantor Parcel and for any use not inconsistent with the easement granted to Grantee herein. The Easement Area is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the above-mentioned recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Grant of Easement to Grantee. Subject to the terms and conditions set forth herein, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive access easement on, over and across Easement Area for the benefit of the Grantee Parcel and for the sole purpose of pedestrian and vehicular access to and from the Grantee Parcel.

2. Reservation by the Grantor. Grantor and its agents, employees, consultants, guests, invitees, licensees, customers and other reasonably related, or similar, parties ("**Grantor's Permitted Users**") reserves the right to use the Easement Area for: (i) pedestrian and vehicular access to and from the Grantor Parcel; (ii) emergency vehicle access, use, and turn-around, which use may be conveyed by Grantor to any governmental entity having necessity of such use; and (iii) any use not inconsistent with the Grantee's use of the Easement Area as granted herein.

3. Condition of Easement Areas. Grantee accepts the Easement Area and all aspects thereof in an "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding the title, condition and/or use of the Easement Areas.

4. Access. Grantee, and its agents, employees, consultants, guests, invitees, licensees, customers and other reasonably related, or similar, parties ("**Grantee's Permitted Users**") shall have the right to enter upon the Easement Areas for the purposes permitted by this Easement. Grantee and Grantee's Permitted Users shall enter upon the Easement Areas at their sole risk and hazard. Grantee, and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and/or the entry upon such Easement Area by the Grantee or Grantee's Permitted Users.

5. Maintenance/Reimbursement. Grantor, subject to reimbursement below, agrees to maintain the Easements Area, in good order and repair, and to promptly repair any damage to the Easement Area. Grantee will reimburse Grantor one-half (1/2) of all of out-of-pocket expenses incurred by Grantor in maintaining, repairing, and replacing the improvements located in the Easement Area within thirty (30) days of receiving an itemized statement detailing the costs of incurred by Grantor. Notwithstanding the foregoing, if the Grantee, Grantor or their Permitted Users cause specific unordinary damage (not including normal wear and tear) to the Easement Area, then Grantor or Grantee (as applicable) shall be responsible, at its sole cost and expense without reimbursement from the other Party, to repair said damage, which repair shall promptly commence, but in no case later than ten (10) days following written notice from the non-damaging Party, and the other Party shall diligently pursue repair of the damage to completion.

6. Self Help. In the event a Party fails to fulfill its obligations to maintain and repair the Easement Area (the "**Defaulting Party**") pursuant to Section 5 above, after ten (10) days written notice from the other Party (the "**Non-Defaulting Party**") to perform in accordance with this Easement (unless in case of emergency wherein no written notice will be required), the Non-Defaulting Party may, in its sole and absolute discretion, enter the Easement Area for the purpose of maintaining the Easement Area and the Defaulting Party shall pay the Non-Defaulting Party, upon demand: (i) one-half (1/2) of the Non-Defaulting Party's actual costs incurred in maintaining the Easement Area, in the event the costs incurred relate to regular maintenance or repairs; or (ii) all of the Non-Defaulting Party's actual costs incurred in maintaining the Easement Area, in the event the costs incurred relate to specific unordinary damage (not including normal wear and tear) caused by the Defaulting Party or its Permitted Users. A case of emergency includes, but not be limited to, restricting vehicular access across the Easement Area to and from a Party's parcel for a period of twenty-four (24) consecutive hours.

7. Insurance. Each Party shall obtain and maintain a policy of commercial general liability insurance sufficient to insure their respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Easement Area. Grantor has the right to satisfy its insurance obligations hereunder in accordance with Grantor's self-insurance program so long as Grantor maintains actuarially sound reserves.



**EXHIBIT A**

(Legal Description of the Grantor Parcel)

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

PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 91, SAID POINT BEING N00°02'00"E 132.43 FEET AND N89°58'00"W 50.00 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE N89°54'00"W 100.00 FEET; THENCE S00°02'00"W 100.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 1800 NORTH STREET; THENCE N89°54'00"W ALONG SAID NORTH RIGHT OF WAY LINE, 130.33 FEET; THENCE N00°06'00"E 283.18 FEET; THENCE N89°58'00"W 3.00 FEET; THENCE N00°00'00"W 86.68 FEET; THENCE S89°58'00"E 233.05 FEET TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 91; THENCE S00°02'00"W ALONG SAID WEST RIGHT OF WAY LINE, 270.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 75,408 SQUARE FEET OR 1.731 ACRES

**EXHIBIT B**

(Legal Description of Grantee Parcel)

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

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 1, SUNSET SUBDIVISION, THENCE NORTH 0 DEG. 02' EAST 100 FEET; NORTH 89 DEG. 54' WEST 100 FEET; SOUTH 0 DEG. 02' WEST 100 FEET; SOUTH 89 DEG. 54' EAST 100 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C**

(Description of the Easement Area)

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

**CROSS ACCESS EASEMENT  
CITY OF SUNSET, DAVIS COUNTY, UTAH**

PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF HIGHWAY 91 (MAIN STREET), SAID POINT BEING N00°02'00"E 386.91 FEET AND N89°58'00"W 50.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 26; THENCE S00°02'00"W ALONG THE WEST RIGHT OF WAY LINE OF HIGHWAY 91 (MAIN STREET), 50.00 FEET; THENCE N89°58'00"W 15.50 FEET; THENCE S00°02'00"W 204.46 FEET; THENCE N89°54'00"W 24.00 FEET; THENCE N00°02'00"E 254.43 FEET; THENCE S89°58'00"E 39.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,882 SQUARE FEET OR 0.158 ACRES MORE OR LESS