

28
AFTER RECORDING, PLEASE MAIL TO:
T. Richard Davis, Esq.
CALLISTER NEBEKER & McCULLOUGH
800 Kennecott Building
Salt Lake City, UT 84133

6003839
01/17/95 10:53 AM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CALLISTER, DUNCAN & McCULLOUGH
SUITE 400 KENNECOTT BLDG
BLD. #7, 84133 84133
B. Gray

NOTICE OF ENCUMBRANCE

6003839
BARRY PORTEOUS, being first duly sworn on oath, deposes and says:

I am President of Porteous Fasteners Company, a corporation, and managing partner of Porteous Realty Investments, a California general partnership (hereinafter collectively "Porteous") and have knowledge of the following:

1. That certain real property located at 3265 West 1987 South, Salt Lake City, Salt Lake County, State of Utah is owned by Porteous and more particularly described as follows:

All of that portion of Lot 3, of CENTENNIAL INDUSTRIAL PARK, PHASE II, a subdivision in Salt Lake City, Salt Lake County, Utah, as recorded in the office of the recorder of said county, on September 23, 1977, s Entry No. 3001204, bounded and described as follows:

BEGINNING at a point on the South line of said Lot 3, from which point the Southwest corner of said lot bears South 81°49'42" West 552.72 feet; thence North 0°09'56" East 258.56 feet; thence South 89°50'22" East 441.81 feet to a point on the East line of said Lot 3; thence along said East line South 0°09'38" West 167.92 feet to the beginning of a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the Southeasterly line of said lot and along said curve through a central angle of 81°40'04" a distance of 42.76 feet to a point on the South line of said lot; thence along said South line South 81°49'42" West 420.62 feet to the point of BEGINNING.

(hereinafter the "Porteous Property").

2. That certain real property located at 1927 South 3230 West, Salt Lake City, Salt Lake County, is owned by Maverik Country

BK 7087P60597

Stores, Inc. (hereinafter "Maverik") and more particularly described as follows:

BEGINNING 894.97 feet North 0°09'33" East and 73.22 feet South 89°44'20" West from Southeast corner of Section 17, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 89°44'20" East 193.03 feet; thence South 0°09'38" West 40.29 feet; thence Westerly 130 feet along a curve to left; thence North 81°07'20" West 67.14 feet to BEGINNING.


TOGETHER WITH the South 242.82 feet of Lot 2A, CENTENNIAL INDUSTRIAL PARK PHASE II AS AMENDED, Less Street.

(hereinafter the "Maverik Property").

3. Attached hereto as Exhibit "A" is a true and correct copy of that certain Agreement dated August ____, 1994, by and between Porteous Fasteners and Maverik, which sets forth certain rights and duties pertaining to the Porteous Property and the Maverik Property.

DATED 30 day of December, 1994.

PORTEOUS REALTY INVESTMENTS, a
California general partnership

By: 
Barry Porteous
Its: Managing Partner

PORTEOUS FASTENERS COMPANY, a
corporation

By: 
Barry Porteous
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5007

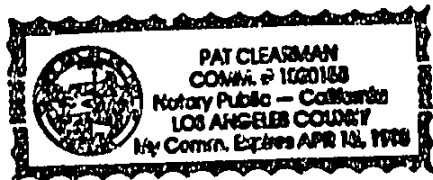
State of California

County of Los Angeles

On December 30, 1994 before me, Pat Clearman, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Barry Porteous
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pat Clearman

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Notice of Encumbrance
TITLE OR TYPE OF DOCUMENT

Nine
NUMBER OF PAGES

December 30, 1994
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

BK 7087 PG 0599

EXHIBIT "A"

AGREEMENT

This Agreement ("Agreement") is entered into this day of August, 1994, by and between PORTEOUS FASTENERS, ^{COMPANY} ~~INC.~~, a corporation, and PORTEOUS REALTY INVESTMENTS, a California general partnership (collectively "Porteous"), and MAVERIK COUNTRY STORES, INC. ("Maverik").

INITIAL
HERE
[Handwritten initials]

WHEREAS, on or about November 18, ~~1983~~ ¹⁹⁹³, Porteous and Maverik, by and through its agent GeoWest Golden, Inc., executed that certain Letter Agreement dated November 11, 1993 concerning "Permission for Property Access and Monitoring Well Installation" (hereinafter the "Letter Agreement"). A true and correct copy of the Letter Agreement is attached hereto as Exhibit "A";

WHEREAS, since the execution of the Letter Agreement, certain controversies have arisen concerning the authority of GeoWest Golden, Inc. to bind Maverik by the Letter Agreement and the interpretation of some of the terms and phrases set forth therein; and

WHEREAS, the parties hereto desire to resolve the controversies which have arisen on the terms set forth herein.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Letter Agreement and all terms set forth therein are hereby reaffirmed and ratified except to the extent specifically modified herein.

2. The second sentence in the first indented and "quoted" paragraph on page 2 of the Letter Agreement is hereby stricken and replaced by the following:

"Hazardous Substances" means any hazardous or toxic waste materials or substances, relating to the environment as defined, without limitation, by any and all federal, state or local statutes, rules or regulations, regarding hazardous substances, which were discharged or migrated from the adjoining property owned by Maverik and located at approximately 1927 South 3230 West, in Salt Lake City.

The remaining language of the other sentences of said first indented and "quoted" paragraph is unaffected by this amendment and remains a part of the Letter Agreement.

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3. The second indented and "quoted" paragraph on page 2 of the Letter Agreement is hereby stricken and replaced by the following:

GeoWest and Maverik shall indemnify and hold Porteous harmless from any and all claims, demands, damages, liabilities, penalties, fines, lawsuits, costs and expenses, including attorney fees and disbursements, in connection with the installation of the monitoring well, the operation of the well, the monitoring of the well, and/or the presence of Hazardous Substances on your property.

4. The language set forth in paragraph 2 above, amending the Letter Agreement, shall be deemed to have been effective as of November 18, 1993--the date of the execution of the Letter Agreement.

5. The permission granted by the Letter Agreement shall be for the duration of one year, but shall be automatically renewed for successive one-year terms until such time as Porteous delivers to Maverik a written notice of termination of said permission within 30 days prior to the anniversary of the effective date of the Letter Agreement. The indemnification provisions of the Letter Agreement shall not be affected by the termination of permission as set forth in this Agreement.

COMPANY
PORTEOUS FASTENERS, INC.

MAVERIK COUNTRY STORES, INC.



By: [Signature]
Its: PRESIDENT

By: [Signature]
Its: D. of [Signature]

PORTEOUS REALTY INVESTMENTS

BY: [Signature]
Its: MANAGING PARTNER



GEOWEST
Golden, Inc.

Att: Charles Callender

November 11, 1993

Mr. Dee Louder
Porteous Fasteners, Inc.
3265 West 1987 South
Salt Lake City, Utah 84104

RE: Permission for Property Access and Monitoring Well Installation

Dear Mr. Louder:

As discussed, GeoWest Golden, Inc., on behalf of our client, Maverik Country Stores, Inc. again requests permission to install a ground water monitoring well on your property at 3265 West 1987 South in Salt Lake City. This planned monitoring well is to be installed in compliance with Utah Division of Environmental Response and Remediation (UDERR) site assessment requirements. The monitoring well will be periodically sampled to comply with UDERR regulations.

The proposed monitoring well will be located in the parking lot east of your building. A location will be selected, with your input if you wish, that will not create a traffic flow problem nor hinder your loading operations while it is being installed. The well will consist of a 2-inch diameter PVC pipe installed to a depth of approximately 15 feet. The well will be completed at-grade using an eight inch diameter traffic-rated steel protective cover which can be driven on. I've included a schematic of a monitoring well installed at another of our locations for reference. As shown in the schematic, the monitoring well will be installed according to U.S. Environmental Protection Agency and UDERR standards.

0220.02\COR\LOUDEL.LTR

First Commerce Center, Suite 2006 • 175 West 200 South • Salt Lake City, Utah 84101 • (801) 359-3059

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Mr. Dee Louder
Porteous Fasteners, Inc.

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With your approval, it is anticipated that the monitoring well will be installed by Utah licensed water well driller Zimmerman Well Service sometime during the period of November 17 - 19, 1993. A small truck-mounted drill rig using hollow stem augers will be utilized. An experienced GeoWest engineer will oversee installation. Actual installation should take approximately 4 hours.

The following two paragraphs are added as per request of Porteous Fastener Company:

"Copies of the data regarding the samples taken from the monitoring well will be furnished Porteous when available. GeoWest and Maverik shall immediately notify Porteous if either or both become aware of any Hazardous Substances or other environmental problem or liability with respect to the ground water sampled by the monitoring well. Hazardous Substances means any hazardous or toxic waste materials or substances, relating to the environment, as defined, without limitation, by any and all federal, state or local statutes, rules or regulations, regarding Hazardous Substances. In the event Hazardous Substances are present, GeoWest and Maverik shall immediately initiate all actions necessary or desirable to clean up any Hazardous Substances including, removal, containment or remedial action required by applicable governmental authorities.

GeoWest and Maverik shall indemnify and hold Porteous harmless from any and all claims, demands, damages, liabilities, penalties, fines, lawsuits, costs and expenses, including attorney fees and disbursements, in connection with the installation of the monitoring well, the operation of the well, and/or the presence of Hazardous Substances on your property."

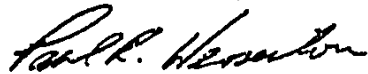
Please provide your signature below to grant this permission. Please return a copy of the signed letter to me via fax and mail. A second copy and self-addressed, stamped envelope are enclosed for your convenience.

Mr. Dee Louder
Porteous Fasteners, Inc.

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Please let me know if you have any questions or would like additional information. Your assistance in this matter is greatly appreciated.

Sincerely yours,
GeoWest Golden, Inc.



Paul R. Weissenborn, P.G.
Project Geologist

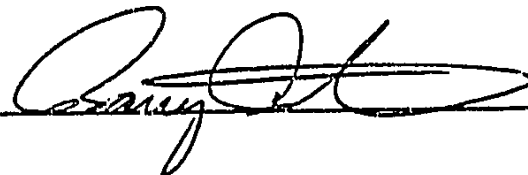


Peter F. Olsen
Senior Project Manager

Enclosure

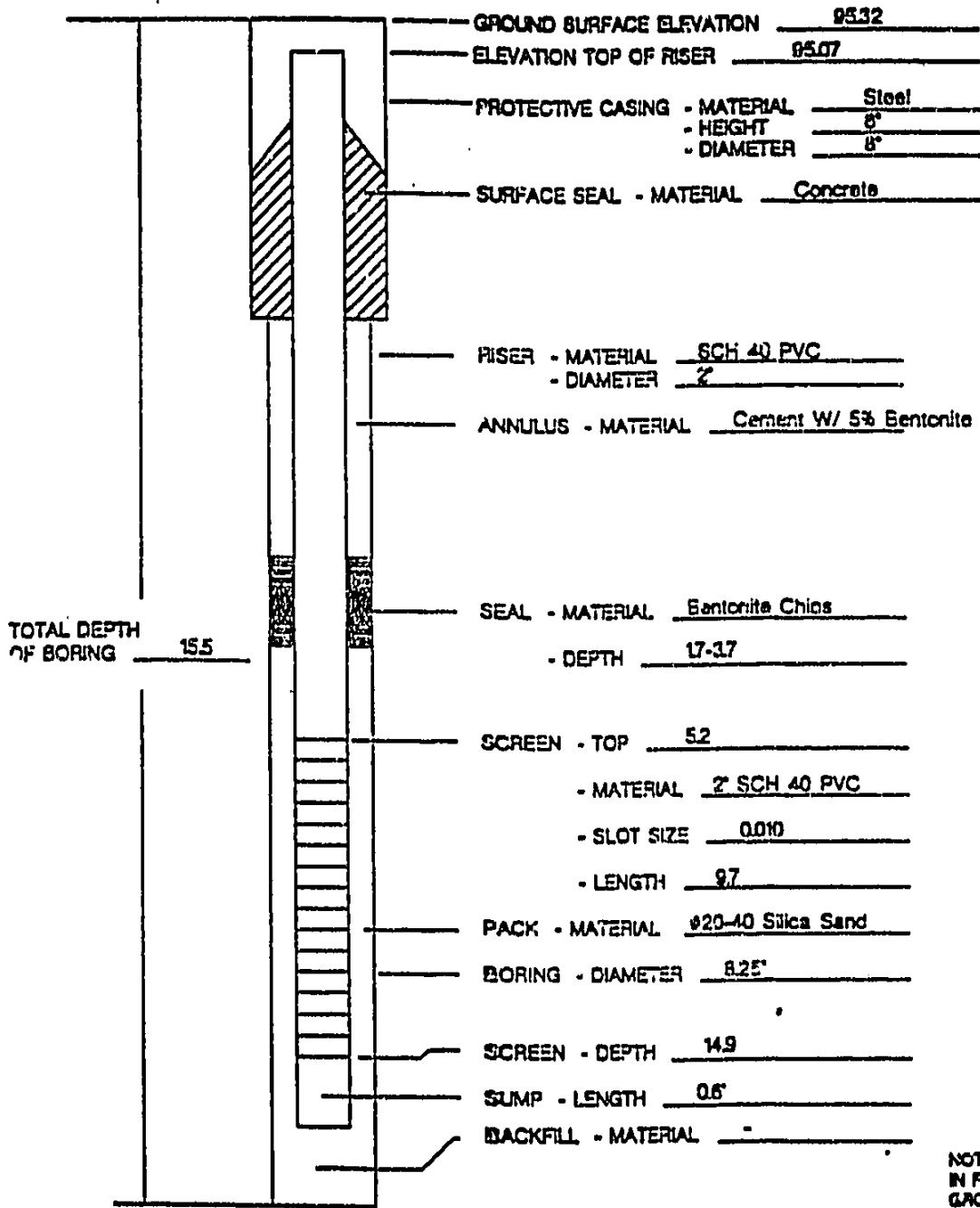
cc Dan Murray
Andrew Eyer

Accepted by:



Date: 11-18-93

WELL COMPLETION LOG (AT GRADE COMPLETION)



NOTE: ALL MEASUREMENTS IN FEET. ALL DEPTHS BELOW GROUND SURFACE UNLESS NOTED OTHERWISE.

WATER LEVEL UPON COMPLETION 83.62

DRILLER Zimmernan Well Service

METHOD Howe System Auger

BIT TYPE Mobil Drill B40-L

SOIL SAMPLING METHOD Soft Spoon

DEVELOPMENT DATE 12/29/92

DEVELOPMENT METHOD Bailing

PROJECT MAVERIK -

PROJECT NO. 921101

WELL NO. MW-7

SHEET 1 OF 1

ENGINEER P. Weissertom

DATES OF DRILLING 12/23/92



**GeoWest
Golden, Inc.**
 530 COMMONS DRIVE
 GOLDEN, COLORADO 80401

BK 7087 PG 0605