

EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is entered into by and between Maverik Country Stores, Inc., a Wyoming Corporation, whose address is 880 West Center Street, North Salt Lake, Utah, 84054 ("**Maverik**"), and Bowler Holdings L.C., a Utah Limited Liability Company whose mailing address is 1646 West 7655 South, Suite B, West Jordan, Utah, 84084 ("**Bowler**").

WITNESSETH:

WHEREAS, Maverik owns certain real property located at Legacy Ranch Parkway and 12600 South in Herriman, Utah (the "**Maverik Tract**" or sometimes the "**Tract**");

WHEREAS, Bowler owns the real property adjoining the Maverik Tract, located at along 12600 South in Herriman, Utah (the "**Bowler Tract**" or sometimes the "**Tract**"); and

WHEREAS, Maverik desires to grant to Bowler certain non-exclusive easements of access for ingress and egress.

WHEREAS, Bowler desires to grant to Maverik a non-exclusive easement of access for ingress and egress.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Maverik and Bowler hereby adopt and establish the following covenants and easements which shall be applicable to the Maverik Tract and the Bowler Tract (the Maverik Tract and Bowler Tract are collectively hereinafter referred to as the "**Property**");

1. **Maverik Grant of Access Easement.** Maverik hereby grants, sells and conveys to Bowler a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Schedule 1 (the "**Maverik Easement Area**") for ingress and egress of vehicular and pedestrian traffic.

2. **Bowler Grant of Access Easement.** Bowler hereby grants, sells and conveys to Maverik a non-exclusive, perpetual, free and unobstructed easement in and on the property described on Schedule 2 (the "**Bowler Easement Area**") for ingress and egress of vehicular and pedestrian traffic.

3. **Agreements With Respect to Easements.** Maverik and Bowler and all subsequent fee owners of all or any portion of the Property (hereinafter collectively referred to as "**Owners**" and individually referred to as "**Owner**") agree that the following terms and provisions shall govern the Owners' use of the easements (the "**Easements**") granted in Paragraphs 1 and 2.

3.1 **No Barriers or Interference.** Neither Owner shall construct or place any fences, barriers or other obstacles which would prevent or obstruct the passage of pedestrian or

vehicular travel within or across the Easement Area, excepting therefrom the installation of highback curbing in certain areas intended to direct the flow of vehicles within the easement areas. The foregoing provisions shall not prohibit the temporary erection of a barricade by an Owner which is reasonably necessary for the construction, repair or maintenance of the Easement Area; provided however, that any such work shall be conducted in a manner calculated to cause the least interference to the use of the Easement Area as is reasonably possible.

3.2 Use of Easements. Subject to the limitations contained herein, Owners may authorize their respective tenants and invitees (including, without limitation, employees, customers, agents and invitees of such tenants) to use the Easement Area for the purposes and subject to the limitations stated herein. The Easements and rights herein conveyed are private easements and are not for the use or benefit of the general public. Nothing herein contained shall be construed or deemed to be a dedication of any easements to, or for the use of, the general public.

3.3 Improvement and Maintenance of Easements. Each property owner shall install pavement and required curbing on their respective tracts and each shall maintain the pavement and curbing within their respective Tract in a good condition and repair.

3.4 Parking Rights. Neither Maverik nor Bowler intend by this instrument to create any parking easements or parking rights on the Maverik Tract, Maverik Easement Area or the Bowler Tract or Bowler Easement Area for the benefit of the other party.

4. Covenants Run With the Land. The Property shall be held, transferred, improved, sold, conveyed, used and occupied subject to the Easements and restrictions described herein, which Easements and restrictions shall be covenants running with the Property and enforceable against all subsequent Owners of all or any portion thereof.

5. Easements Superior to Financing. The Easements created by this Agreement shall be superior to any deed of trust or other lien against the Maverik Tract and the Bowler Tract.

6. Modification. The provisions of this Agreement may be modified from time to time or terminated at any time by the written agreement of all of the Owners of the Property. No consent to the modification, from time to time, or termination of any or all of the provisions of this Agreement shall ever be required from any persons other than the fee simple Owners of said Property. No consent shall be required of any tenant of the Property, nor shall any such tenant have any right to enforce any provision of this Agreement or any modification hereof.

7. Term. The Easements, restrictions, rights, terms and provisions of this Agreement are perpetual.

8. Owner's Liability. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of its ownership. With respect to the portion of the Property

transferred, the transferee Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to the transfer of ownership.

9. General Provisions.

9.1 Entire Understanding. This Agreement embodies the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes any and all prior negotiations, understandings, or agreements in regard thereto.

9.2 Applicable Law. This Agreement has been executed and delivered in the State of Arizona and will be construed and interpreted according to the laws of Arizona.


9.3 Severability. The provisions of this Agreement are intended to be severable. If any provision hereof shall be invalid, illegal, or unenforceable, the other provisions hereof shall in no way be impaired thereby.

9.4 Waiver. Any waiver as to any of the terms or conditions of this Agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions hereof.

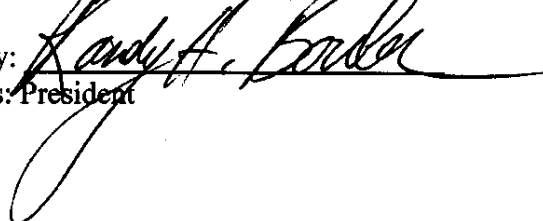
9.5 Attorney's Fees. Should any litigation or arbitration be commenced between the Owners arising out of this Agreement or the transactions contemplated hereby, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney's fees in such litigation or arbitration.

EXECUTED to be effective on this 17th day of March, 2005.

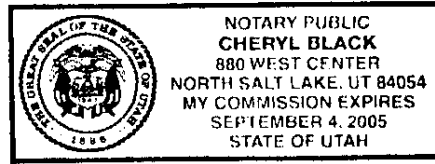
MAVERIK COUNTRY STORES, INC.

By: 
Its: President

BOWLER HOLDINGS, L.C.

By: 
Its: President

STATE OF UTAH)
)
COUNTY OF DAVIS)



This instrument was acknowledged before me on this 17th day of March, 2005, by Mike Call, as President of MAVERIK COUNTRY STORES, INC., on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary's Official Seal:

Cheryl Black

NOTARY PUBLIC IN AND FOR
THE STATE OF UTAH

~~STATE OF Utah)
)
COUNTY OF _____)~~

~~On this _____ day of March, 2005, before me, a Notary Public in and for the State of Utah, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.~~

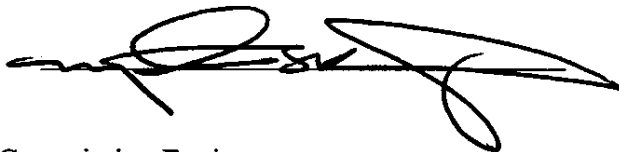
~~Seal:~~

~~_____
NOTARY PUBLIC IN AND FOR
THE STATE OF UTAH~~

State of Utah)

County of Salt Lake)

On the 17th day of March, 2005, personally appeared before me Randy H. Bowler, the signer of the above instrument, who duly acknowledged to me that he the said Randy H. Bowler is the Manager R.C., L.C., a Utah Limited Liability Company the Manager of Bowler Holdings, L.C, a Utah Limited Liability Company, and that the foregoing instrument was executed by him under authority of said Limited Liability Companies Operating Agreement and that said Limited Liability Company executed the same.



My Commission Expires: 3-31-08
Residing At: Midvale, Utah



Notary Public

SCHEDULE 1 (MAVERIK EASEMENT AREA)

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S. 89°13'15" E. ALONG THE SECTION LINE 1214.34 FEET AND NORTH 65.01 FEET TO THE POINT OF BEGINNING;

THENCE N. 00°46'44" E. 17.37 FEET; THENCE N. 89°13'15" W. A DISTANCE OF 9.49 FEET; THENCE N. 00°46'44" E. A DISTANCE OF 42.63 FEET; THENCE S. 89°13'15" E. A DISTANCE OF 10.0 FEET; THENCE S. 39°44'52" E. A DISTANCE OF 62.24 FEET; THENCE S. 00°46'44" W. A DISTANCE OF 12.69 FEET; THENCE N. 89°13'15" W. A DISTANCE OF 40.96 FEET TO THE POINT OF BEGINNING

Also, a parcel of land lying within the Southwest ¼ of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, more particularly described as:

Beginning at a Brass Cap Monument marking the Southwest corner of said Section 30, thence South 89°13'15" East along the section line 1426.92 feet and North 218.51 feet to the point of beginning.

Thence North 36°54'22" West a distance of 68.73 feet; thence South 89°13'16" East, a distance of 29.98 feet; thence South 13°55'24" East a distance of 14.66 feet; thence North 76°06'32" East a distance of 24.01 feet; thence South 13°55'51" East a distance of 41.00 feet; thence South 76°06'32" West a distance of 26.18 feet to the point of beginning.

Part of Parcel Identification Numbers 27-30-300-054 and 27-30-300-069.

SCHEDULE 2 (BOWLER EASEMENT AREA)

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE S. $89^{\circ}13'15''$ E. ALONG THE SECTION LINE 1195.09 FEET AND NORTH 82.38 FEET TO THE POINT OF BEGINNING;

THENCE N. $00^{\circ}46'44''$ E. 42.63 FEET; THENCE S. $89^{\circ}13'15''$ E. A DISTANCE OF 10.00 FEET; THENCE S. $00^{\circ}46'44''$ W. A DISTANCE OF 42.63 FEET; THENCE N. $89^{\circ}13'16''$ W. A DISTANCE OF 10.0 FEET; TO THE POINT OF BEGINNING.

Part of Parcel Identification Number 27-30-300-054.