

After recording, return to:
Maverik, Inc.
Attn.: Real Estate Department
185 S. State Street, Suite 800
Salt Lake City, Utah 84111



RECP #: 690790

APNs: 1568 2000100011

RECORDED 8/23/2016 AT 1:15 PM BK# 2513 PG# 1420
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Esc: 751366-JH

[Space Above for Recorder's Use]

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 1st day of August, 2016, by NORTH COLLEGE PROPERTIES, LLC, a Wyoming limited liability company (hereinafter referred to as "Declarant"), to be effective upon recordation in the Official Records of Laramie County, Wyoming.

RECITALS

A. Declarant is the fee simple owner of that certain real property located in the City of Cheyenne, Laramie County, State of Wyoming (the "**Property**"), which Property is located on the Northeast Corner of College Drive and Pershing Boulevard, in Cheyenne, Wyoming. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. The term "**Owner**" herein shall refer to the party or parties that, at the applicable time, is either the holder of fee simple title to the Property (or any portion thereof), and the term "**Owners**" shall refer to all such parties.

B. Declarant desires to grant and establish certain access, sanitary sewer, and slope easements upon the Property which shall be for the benefit of the Owner(s) or its/their agents, employees, consultants, contractors, subcontractors, guests, invitees, and tenants, and the agents, employees, consultants, contractors, subcontractors, guests, or invitees of any tenants on any portion of the Property, all in accordance with the provisions of this Declaration.

TERMS AND CONDITIONS

NOW, THEREFORE, Declarant does hereby declare as follows:

1. The Property Subject to the Easements. Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased and occupied subject to or as applicable, together with, the easements set forth in Section 2 of this Declaration (collectively, the "**Easements**"). Further, in the event of any sale, conveyance or transfer of any portion of the Property to a third party, said Easements shall remain effective against and for the benefit of such other portions of the Property.

2. Easements. Declarant does hereby grant and declare that there shall exist upon the Property the Easements set forth in this Section 2.

2.1. Access Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive access easement (the "**Access Easement**") on, over and across that portion of the Property legally described on Exhibit B and depicted on the Illustration for Exhibit B, both attached hereto and by this reference made a part hereof (the "**Access Easement Area**"). The Access Easement granted in this Section 2.1 shall be for the use, construction, design, installation, repair, and replacement of an access way (collectively, the "**Access Improvements**") for pedestrian and vehicular ingress and egress into and out of the Property. The Access Easement shall burden and benefit the Property and shall be for the use of the Owners. If there is any discrepancy between the legal description and the depiction, the legal description shall control. The Access Improvements will be constructed by Maverik, Inc., a Utah corporation, formerly known as Maverik, Inc., a Wyoming corporation ("**Maverik**"), tenant of a portion of the Property, in a good workman like manner in accordance with the requirements of the governing entity having jurisdiction over said improvements. So long as Maverik is a tenant of a portion of the Property, any material modifications to the Access Improvements by the Owners after the initial construction thereof by Maverik must be approved in writing by Maverik, which approval may be withheld in Maverik's sole and absolute discretion.

2.2. Sanitary Sewer Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive sanitary sewer easement (the "**Sewer Easement**") on, over, across, within, and beneath that portion of the Property legally described on Exhibit C and depicted on the Illustration for Exhibit C, both attached hereto and by this reference made a part hereof (the "**Sewer Easement Area**"). The Sewer Easement granted in this Section 2.2 shall be for the purpose of installing, operating, maintaining, and repairing a sewer line for the benefit of the Property, together with all necessary and appurtenant equipment under and above ground as deemed necessary by any Owner or such Owners' tenants, including, but not limited to, Maverik (collectively, the "**Sewer Improvements**"). The Sewer Easement shall burden and benefit the Property and shall be for the use of the Owners. If there is any discrepancy between the legal description and the depiction, the legal description shall control. The Sewer Improvements will be constructed by Maverik, in a good workman like manner in accordance with the requirements of the governing entity having jurisdiction over said improvements. So long as Maverik is a tenant of a portion of the Property, any material modifications to the Sewer Improvements by the Owners after the initial construction thereof by Maverik must be approved in writing by Maverik, which approval may be withheld in Maverik's sole and absolute discretion.

2.3. Slope Easement. Declarant does hereby grant and declare that there shall exist a perpetual, non-exclusive slope easement (the "**Slope Easement**") on, over and across that portion of the Property legally described on Exhibit D and depicted on the Illustration for Exhibit D, both attached hereto and by this reference made a part hereof (the "**Slope Easement Area**"). The Slope Easement granted in this Section 2.2 shall be for the purpose of (i) constructing thereon cut and/or fill slope, drainage, and sediment/silt control and retention improvements and other related and appurtenant parts thereof (collectively, the "**Slope Improvements**"); and (ii) maintaining, inspecting, altering, removing, replacing and protecting the Slope Improvements, along with the right of ingress and egress on, over and across the Property for such purposes. The Slope Improvements may include, but shall not be limited to, silt fencing, inlet box protections, inlet boxes, vegetation and re-vegetation, seeding, berms, swales, sediment ponds, drop box, storm drains, conduits, pipes, drainages, trenches and other structures and

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improvements necessary to maintain the Slope Easement Area and to control sediment and silt thereon and therefrom. The Slope Easement shall burden and benefit the Property and be used by the Owners. If there is any discrepancy between the legal description and the depiction, the legal description shall control. The Slope Improvements will be constructed by Maverik, in a good workman like manner in accordance with the requirements of the governing entity having jurisdiction over said improvements. So long as Maverik is a tenant of a portion of the Property, any material modifications to the Slope Improvements by the Owners after the initial construction thereof by Maverik must be approved in writing by Maverik, which approval may be withheld in Maverik's sole and absolute discretion. Except the Owner reserves the right to modify the lower (north) twenty feet of the curb and fence to improve access to his remaining land. All modifications will match Maverik design standards and will be paid for by Owner.

3. Maintenance of the Easement Areas. Except as otherwise provided herein, or unless otherwise agreed by the Owners, each Owner shall maintain the improvements (whether Access Improvements, Sewer Improvements, or Slope Improvements), which are located on the Property owned or leased by such Owner subject to the provisions of this Section 3. All Easements shall be maintained in a first class condition consistent with the use(s) contemplated by this Declaration. By its signature hereto, and notwithstanding the foregoing, Maverik, agrees to maintain the Access Improvements, Sewer Improvements, and Slope Improvements until such time as any other portion of the Property is improved or otherwise developed. At such time, the Owners will share split equally any and all maintenance costs and expenses associated with the Access Improvements, Sewer Improvements, or Slope Improvements.

4. Specific Damage. Notwithstanding anything to the foregoing, any damage to the landscaping, paved areas and the improvements/utilities constructed on or under any portion of the Property that is solely attributable to the Owner of any portion of the Property, or such Owner's employees, guests, agents, invitees, customers, and/or patrons, that Owner will be solely responsible, at its sole cost, to repair said damage to a condition that existed prior to the damage.

5. Self Help. In the event an Owner defaults in its maintenance or repair obligations set forth herein, after fifteen (15) days written notice (unless in case of emergency wherein no written notice will be required) to the Owner responsible for the maintenance and/or repair, the Owner of the other portion of the Property may undertake to complete the maintenance or repair of the same. Upon completing the maintenance or repair, the Owner who defaulted in its maintenance obligations, shall pay the Owner who incurred costs to perform the subject maintenance or repair, the actual costs of maintaining or repairing the same, within fifteen (15) days after receipt of a statement itemizing such costs.

6. Covenants to Run With Land. This Declaration and the Easements created herein are intended to and shall run with the land described herein and, as applicable, portions of the Property shall be burdened by such Easements, and portions of the Property shall be benefited by such Easements.

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7. Modification of Declaration. This Declaration shall not be amended or modified without the express prior written consent of: (i) a majority of the Owners of the Property, and (ii) Maverik, so long as it is a tenant of a portion of the Property.

8. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Wyoming.

9. Third Party Beneficiary. Except for Maverik (or any parent, subsidiary or other successor entity of Maverik), which entity is an express beneficiary of the terms and conditions of this Declaration and the Easements created hereby, no term or provision of this Declaration is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person or other entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

10. No Merger. The easements, covenants and restrictions and other provisions contained in this Declaration shall remain in full force and effect despite the fact that the Property may be owned by the same persons from time to time. It is the express intent to create a common scheme for the development of the Property which will not be terminated by the doctrine of merger or otherwise, unless this Declaration is terminated in accordance with the provisions hereof.

11. Attorneys' Fees. If any legal action, arbitration or other proceedings are brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Declaration, the prevailing party, whether by final judgment or out-of-court settlement, shall recover from the losing party all costs and expenses incurred therein, including reasonable attorneys' fees.

[signatures and notaries on next page]

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IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first above written.

Declarant: NORTH COLLEGE PROPERTIES, LLC,
a Wyoming limited liability company

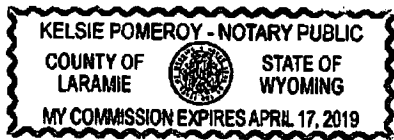
By: Albert N. Simpson

Name: Albert N. Simpson

Its: as

STATE OF WYOMING)
) :SS
COUNTY OF LARAMIE)

On this 3rd day of August, 2016, personally appeared before me Albert N. Simpson, who acknowledged to me that s/he signed the foregoing instrument as Land Lord of North College Properties, LLC, a Wyoming limited liability company.



Kelsie Pomeroy
Notary Public

ACKNOWLEDGEMENT OF MAVERIK

By its signature hereto, Maverik agrees to comply with the obligations set forth herein that are specific to Maverik, but no others.

MAVERIK, INC.,
a Utah corporation, formerly known as
Maverik, Inc., a Wyoming corporation

By: [Signature]
Name: ANDRE M. LORTZ
Its: EVF+CFO

EXHIBIT A

[Legal Description of the Property]

That certain real property located in the City of Cheyenne, County of Laramie, State of Wyoming, more particularly described as:

**LOTS 1 AND 2 OF THE MAVERIK SUBDIVISION FILED AS RECEPTION NO. 501650
IN THE OFFICIAL RECORDS OF LARAMIE COUNTY, WYOMING.**



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EXHIBIT B

[Legal Description of the Access Easement Area]

PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 2 OF MAVERIK SUBDIVISION FILED AS RECEPTION NO. 501650, SAID POINT BEING S89°27'09"E 118.08 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE N44°36'09"W 98.39 FEET; THENCE S89°26'09"E 35.65 FEET; THENCE S44°36'09"E 98.38 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N89°27'09"W ALONG THE NORTH LINE OF SAID LOT 2, 35.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,473 SQUARE FEET OR 0.057 ACRES



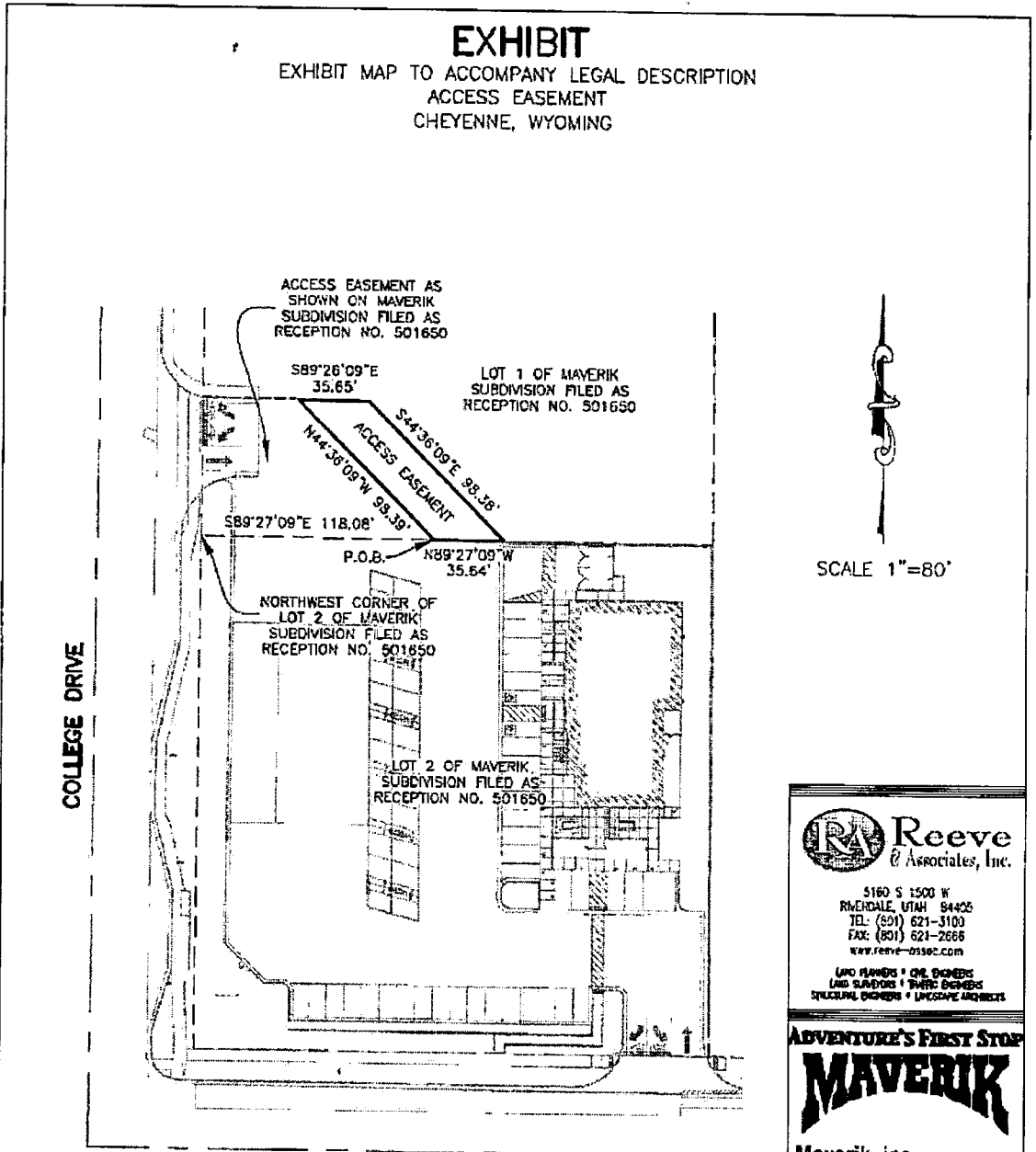
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ILLUSTRATION FOR EXHIBIT B

[Depiction of the Access Easement Area]

EXHIBIT

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION
ACCESS EASEMENT
CHEYENNE, WYOMING



RA Reeve & Associates, Inc.

5160 S 1500 W
RIVERDALE, UTAH 84405
TEL: (801) 621-3100
FAX: (801) 621-2666
www.reeve-assoc.com

LAND PLANNING • CIVIL ENGINEERS
LAND SURVEYING • TRAFFIC ENGINEERS
SPACELAND ENGINEERS • LANDSCAPE ARCHITECTS

ADVENTURE'S FIRST STOP
MAVERIK

Maverik, inc.
College Drive &
Pershing Boulevard
Cheyenne, Wyoming

ISSUE:	05-24-16
PROJECT NO:	5799-349
CAD DWG FILE:	
DRAWN BY:	NKA
CHECKED BY:	CC

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EXHIBIT C

[Legal Description of the Sewer Easement Area]

A 10' SANITARY SEWER EASEMENT LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, U.S. SURVEY FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE BEING 5' EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

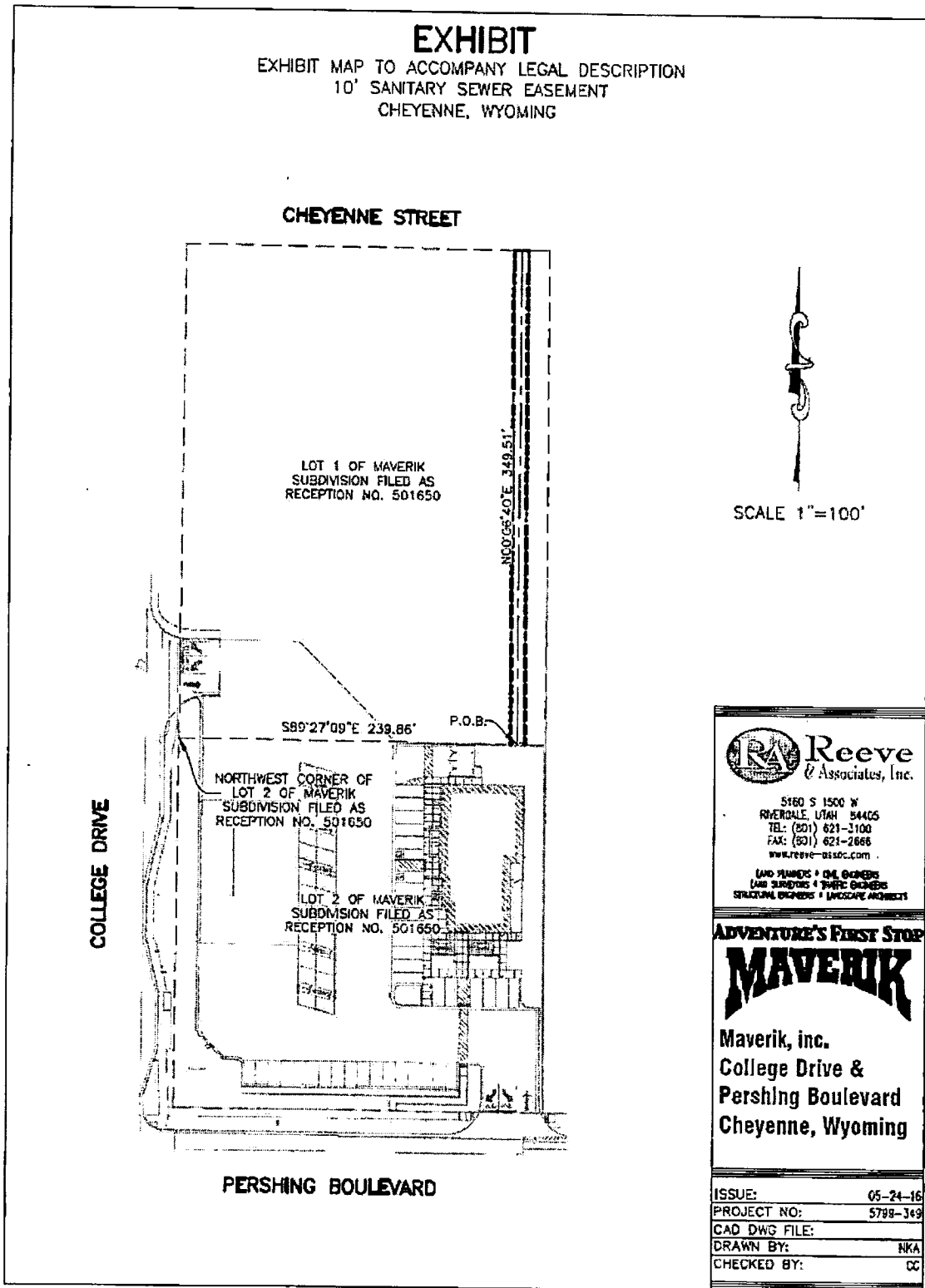
BEGINNING AT A POINT ON THE NORTH LINE OF LOT 2 OF MAVERIK SUBDIVISION FILED AS RECEPTION NO. 501650, SAID POINT BEING S89°27'09"E ALONG SAID NORTH LINE, 239.86 FEET FROM THE NORTHWEST CORNER OF SAID LOT 2; THENCE N00°06'40"E 349.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHEYENNE STREET AND THE POINT OF TERMINUS. SAID EASEMENT EXTENDING OR TERMINATING AT GRANTORS BOUNDARY LINE.



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ILLUSTRATION FOR EXHIBIT C

[Depiction of the Sewer Easement Area]



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EXHIBIT D

[Legal Description of the Slope Easement Area]

PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N00°31'52"E 69.41 FEET AND S89°26'09"E 28.14 FEET FROM THE NORTHWEST CORNER OF LOT 2 OF MAVERIK SUBDIVISION FILED AS RECEPTION NO. 501650; THENCE N63°56'25"E 64.15 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.59 FEET, A RADIUS OF 12.00 FEET, A CHORD BEARING OF S59°44'19"E, AND A CHORD LENGTH OF 19.97 FEET; THENCE S03°25'03"E 40.49 FEET; THENCE N44°36'09"W 30.55 FEET; THENCE N89°26'09"W 55.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,542 SQUARE FEET OR 0.035 ACRES

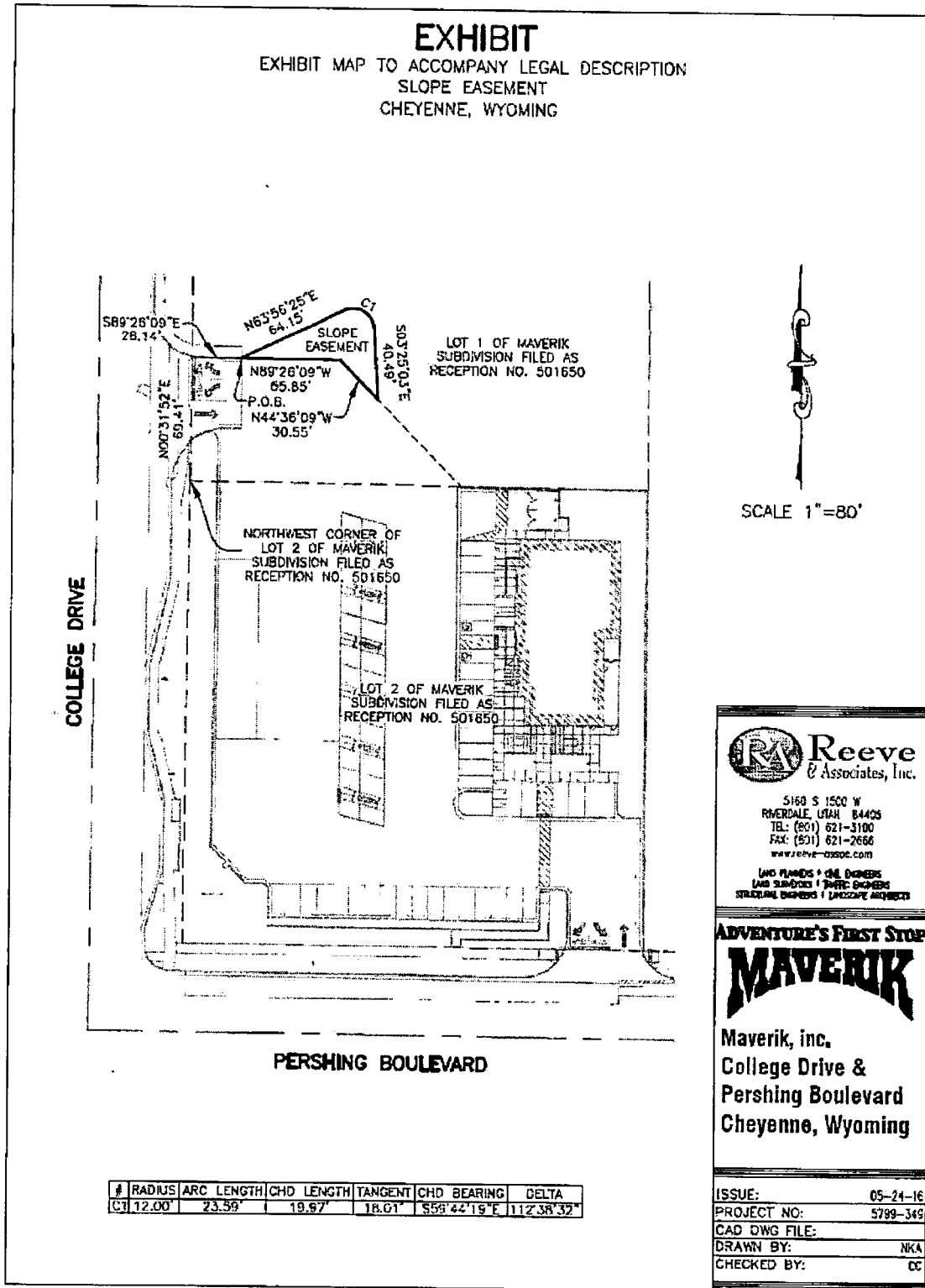


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ILLUSTRATION FOR EXHIBIT D

[Depiction of the Slope Easement Area]



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