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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
REPUBLIC TITLE OF TEXAS
2626 HOWELL ST 10TH FL
DALLAS TX 75024
BY: ZJM, DEPUTY - MA 8 P.

~~WHEN RECORDED MAIL TO:~~
~~PREPARED BY:~~

J. Donald Stevenson, Jr.
7-Eleven, Inc.
Attn: Legal Department (35470)
One Arts Plaza
1722 Routh St., Suite 1000
Dallas, Texas 75201-2506

Return to: ND7S
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

704 East 3300 South
Salt Lake City, Utah
7-Eleven Property No. 35470

DECLARATION OF RECIPROCAL ACCESS EASEMENT

THIS DECLARATION OF RECIPROCAL ACCESS EASEMENT (the "Declaration") is made effective this 9th day of APRIL, 2012 (the "Effective Date"), by WDG CONVENIENCE, LLC, a Utah limited liability company ("**Declarant**"), and is consented to by 7-ELEVEN, INC., a Texas corporation ("**7-Eleven**").

RECITALS

A. Declarant is the owner of certain real property located in the City of Salt Lake, County of Salt Lake, Utah, as more particularly described on Exhibit A (the "**Northern Lot**") and Exhibit B ("**Southern Lot**") attached hereto and incorporated herein by this reference. Individually, the Northern Lot and the Southern Lot are each called a "**Lot**", and collectively called the "**Lots**". Declarant and its successors in ownership of either the Northern Lot or the Southern Lot are referred to individually as an "**Owner**", and collectively as the "**Owners**".

B. Declarant leases the **Northern Lot** to 7-Eleven pursuant to a Freestanding Lease dated August 25, 2011 as thereafter amended (the "**Freestanding Lease**"). 7-Eleven and any successors and assigns of 7-Eleven's interest under the Freestanding Lease are called the "**7-Eleven Occupant**". The **Southern Lot** is currently unoccupied.

C. Declarant intends to establish a reciprocal access easement over and across the Northern Lot and the Southern Lot for the mutual benefit of the Lots, and for the mutual benefit of the Owners, the 7-Eleven Occupant, and their respective partners, members, directors, officers, employees, tenants, agents, contractors, licensees and invitees (collectively, the "**Permittees**"), on the terms and conditions set forth herein.

NOW THEREFORE, the following easements, covenants, conditions, restrictions, and equitable servitudes are created and established as of the Effective Date:

1. **Ingress/Egress.** There is hereby established for the use and benefit of each Lot and each Lot's respective Permittees, a perpetual, appurtenant, non-exclusive, reciprocal easement (the "Easement"), right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress, but not for parking, to and from the roadways adjoining Northern Lot and Southern Lot and between the business establishments occupying or to occupy Northern Lot and Southern Lot, in, to, upon, through, across and over Northern Lot and Southern Lot ("Drive Areas").
2. The Drive Areas shall at all times be maintained in a good state of repair, consistent with the use contemplated hereunder, and the Lot Owners or respective tenants, subtenants, franchisees, affiliates or licensees for the duration of such tenancies; shall be responsible for maintaining the Drive Areas located within their respective parcels, including any costs associated therewith.
3. The easements, rights and privileges granted herein shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operation of any business at any time existing on Northern Lot or Southern Lot.
4. No barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected on, along or adjacent to the common boundary line between Northern Lot and Southern Lot so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from freely passing within, through or across Northern Lot and Southern Lot. Notwithstanding the foregoing, this Agreement shall not be interpreted to prohibit (a) construction on Northern Lot or Southern Lot of improvements on, along and adjacent to the common boundary line(s) between Northern Lot and Southern Lot, or (b) additional development on or use of Northern Lot or Southern Lot from time to time, provided that reasonable access between the Lots is at all times preserved.
5. The easements, rights and privileges created and granted hereby shall be for the benefit of and be restricted solely to the owner or owners from time to time of all or any portion of Northern Lot and Southern Lot, as applicable, but such owner or owners may grant the benefit of such easements, rights and privileges to any tenant, subtenant, franchisee, affiliate, licensee, customer, employee or business invitee, or to any customer, employee or business invitee of any such tenant, subtenant, franchisee, affiliate or licensee for the duration of such tenancies; provided, however, that the foregoing is not intended to create, and shall not be construed as creating, any rights in and for the benefit of the general public.
6. The easements, rights and privileges created and granted hereby shall constitute covenants running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and all future owners of all or any portion of Northern Lot and Southern Lot, as applicable, and their respective heirs, successors and assigns, and all persons claiming under them, during their

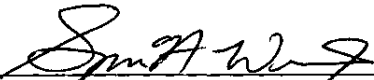
respective periods of ownership only.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
8. This Agreement may be executed in counterparts which shall collectively be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Declaration has been entered into as of the day and year first written above.

DECLARANT:
 WDG CONVENIENCE, LLC,
 a Utah limited liability company

By: 
 Name: SPENCER H. WRIGHT
 Its: MANAGER

STATE OF Utah §
 COUNTY OF Davis §

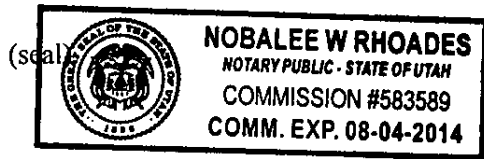
BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Spencer H. Wright, the Manager of WDG CONVENIENCE, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said company and that such person executed the same as the act of such company for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of January, 2011²⁰¹².

Signature: 

Typed or printed name: Nobalee W. Rhoades

My commission expires: 8-4-14



CONSENT OF 7-ELEVEN OCCUPANT

The undersigned, being the 7-Eleven Occupant as of the day and year written above, hereby consents to the attached Declaration of Reciprocal Access Easement as of the day and year written above.

7-ELEVEN, INC., a Texas corporation

Attest:

By: Robin D. Bryant
Assistant Secretary
ROBIN D. BRYANT

By: [Signature]
~~Vice President or~~ **Daniel J. Porter**
~~Attorney-in-Fact~~
(Seal)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Daniel J. Porter and ROBIN D. BRYANT, a(n) Vice President and an Assistant Secretary, respectively, of 7-ELEVEN, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of April, 2011.



Signature: Kim Parenzan
Typed or printed name: Kim Parenzan
My commission expires: 10/17/2015

EXHIBIT A

LEGAL DESCRIPTION OF THE NORTHERN LOT

The land situated in the County of Salt Lake, State of Utah described as follows:

PARCEL 1: (16-29-353-001)

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 103 FEET; THENCE SOUTH 95 FEET; THENCE WEST 103 FEET; THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (16-29-353-002)

BEGINNING 103 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 50 FEET; THENCE SOUTH 95 FEET; THENCE WEST 50 FEET; THENCE NORTH 95 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (16-29-353-003)

BEGINNING 206 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 95 FEET; THENCE WEST 53 FEET; THENCE NORTH 95 FEET; THENCE EAST 53 FEET TO THE POINT OF BEGINNING.

PARCEL 4: (16-29-353-004)

BEGINNING 95 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 44.725 FEET; THENCE EAST 103 FEET; THENCE NORTH 44.725 FEET; THENCE WEST 103 FEET TO THE POINT OF BEGINNING.

PARCEL 5: (16-29-353-008)

BEGINNING 206 FEET EAST AND 95 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 44.725 FEET; THENCE WEST 103 FEET; THENCE NORTH 44.725 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A RIGHT OF WAY APPURTENANT TO PARCELS 3 AND 5 OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT A POINT 206 FEET EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE EAST 33 FEET; THENCE SOUTH 16.65 RODS; THENCE WEST 33 FEET; THENCE NORTH 16.65 RODS TO THE PLACE OF BEGINNING.

Said property is also known by the street address of:
Parcel 1: 702 East 3300 South, Salt Lake City, UT 84106
Parcels 2 & 3: 722 East 3300 South, Salt Lake City, UT 84106
Parcel 4: 3311 South 700 East, Salt Lake City, UT 84106
Parcel 5: 3314 South Scott Court, Salt Lake City, UT 84106

EXHIBIT B

LEGAL DESCRIPTION OF THE SOUTHERN LOT

The land situated in the County of Salt Lake, State of Utah described as follows:

Parcel 1 (Tax Serial ID#: 1629353005):

BEGINNING 139.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE EAST 103 FEET; THENCE NORTH 45 FEET; THENCE WEST 103 FEET TO THE POINT OF BEGINNING.

Parcel 2 (Tax Serial ID# 1629353006):

BEGINNING 184.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 103 FEET; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET TO THE POINT OF BEGINNING.

Parcel 3 (Tax Serial ID# 1629353009):

COMMENCING AT A POINT 206 FEET EAST AND 139.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

Parcel 4 (Tax Serial ID# 1629353010):

COMMENCING AT A POINT 206 FEET EAST AND 184.725 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE SOUTH 45 FEET; THENCE WEST 103 FEET; THENCE NORTH 45 FEET; THENCE EAST 103 FEET TO THE POINT OF BEGINNING.

Parcel 5 (Tax Serial ID# 1629353012):

BEGINNING 229.75 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY; THENCE EAST 206 FEET; THENCE SOUTH 45 FEET; THENCE WEST 206 FEET; THENCE NORTH 45 FEET TO THE POINT OF BEGINNING.