

RETURN RECORDED DOCUMENT TO:

Legal Department
7-Eleven, Inc.
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506
Attn: Corporate Real Estate



ENT 61017:2012 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Jul 23 3:46 pm FEE 23.00 BY SS
RECORDED FOR 7-ELEVEN

CROSS ACCESS AGREEMENT

THIS CROSS ACCESS AGREEMENT ("Agreement") is made and entered into this ___ day of April, 2012, by and between JOSEPH L. ADAMSON AND PENELOPE H. ADAMSON, husband and wife (jointly, "Adamson"), with an address of 1251 East 900 North, Lehi, Utah 84043, and 7-ELEVEN, INC., a Texas corporation ("7-Eleven"), with an address of 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506.

WHEREAS, Adamson is the owner of certain real property, which is described on Exhibit A, attached hereto and incorporated herein ("Adamson Lot"), and also known as Tax ID Parcel No. 13-011-0050;

WHEREAS, 7-Eleven is, or will soon be, the owner of certain real property, which is described on Exhibit B, attached hereto and incorporated herein ("7-Eleven Lot"), and also known as Tax ID Parcel No. 13-011-0060.

WHEREAS, the 7-Eleven Lot adjoins the Adamson Lot to the west; and

WHEREAS, Adamson and 7-Eleven both desire to create and establish a perpetual, nonexclusive ingress/egress easement to the other party for the purpose of allowing vehicular and pedestrian traffic to pass between the Adamson Lot and the 7-Eleven Lot;

NOW, THEREFORE, for and in consideration of these premises and Ten Dollars (\$10.00) paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Adamson Lot. Adamson hereby establishes and grants to 7-Eleven a nonexclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress (but not parking) over and across the Adamson Lot. Adamson agrees to maintain the Adamson Lot at its sole cost and expense.

2. 7-Eleven Lot. 7-Eleven hereby establishes and grants to Adamson a nonexclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress (but not parking) over and across the 7-Eleven Lot. 7-Eleven agrees to maintain the 7-Eleven Lot at its sole cost and expense.

3. Mutual Benefit. The easements created and granted hereby shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon

Adamson and 7-Eleven and all future owners of all or any portion of the Adamson Lot and the 7-Eleven Lot (the "Lots"). The easements, rights and privileges granted herein shall be for the benefit of and shall be restricted solely to the owner or owners from time to time of all or any portion of the Lots, but such owner or owners may grant the benefit of such easements, rights, and privileges to their respective tenants, franchisees, or affiliates, now or hereafter occupying a building or portions thereof on such Lots for the period of such tenancy and to the customers, employees, and business invitees of such owner or owners and tenants, franchisees or affiliates; 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.

4. Fences. No fence, wall or other obstruction shall be constructed, installed, erected, or maintained along or adjacent to the common property lines between the Adamson Lot and the 7-Eleven Lot that would unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from passing between the Adamson Lot and the 7-Eleven Lot.

5. Reservation of Easement. Reference to this Agreement in any deed of conveyance or any mortgage or trust deed or other evidence of obligations shall be sufficient to create and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees or trustees of all or any portion of the Lots as fully and completely as if the same were fully recited and set forth in its entirety in such instrument.

6. Not a Public Dedication. Nothing herein contained shall be deemed a gift or dedication of the Lots or any portion thereof to the general public or for any public use or purpose whatsoever, it being the intention and understanding that this Agreement shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Owners and their respective heirs, successors and assigns.

7. Indemnity. The owner of the Lots shall indemnify and hold each other harmless (except for loss or damage resulting from the negligent or willful acts of the indemnified owner) against all damages, liability, loss and expenses (including attorneys' fees in a reasonable amount) in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in or upon the indemnifying owner's lot, or occasioned in whole or in part by the negligent or willful act or omission of said indemnifying owner, its agents, contractors or employees.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed as of the date first above written.

OWNER - ADAMSON LOT

Joseph L. Adamson
Joseph L. Adamson

Penelope H. Adamson
Penelope H. Adamson

ACKNOWLEDGEMENT

STATE OF UTAH §
 §
COUNTY OF Utah §

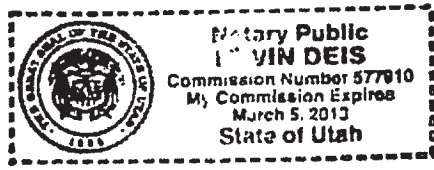
BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Joseph L. Adamson and Penelope H. Adamson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the Owner of the Adamson Lot.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of May, 2012.

[Signature]

NOTARY PUBLIC

My commission expires:



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed as of the date first above written.

OWNER - 7-ELEVEN LOT

7-ELEVEN, INC.

By: [Signature]
Title: Vice President

Attest:

By: [Signature]
Kristen Williams Cook
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Karen Pennell and Kristen Williams Cook, a 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 executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated, Owner of 7-Eleven Lot.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of June, 2012.

[Signature]
NOTARY PUBLIC

My commission expires: 6-1-2013

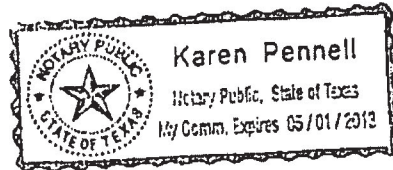


Exhibit A

Adamson Lot

REAL PROPERTY IN THE CITY OF LEHI, COUNTY OF UTAH, STATE OF UTAH,
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 89° 49' 46" EAST 1938.86 FEET & NORTH 904.68 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 3 ° 11' 15" WEST 399.22 FEET; THENCE NORTH 88° 16' 13" EAST 87.21 FEET; THENCE SOUTH 1° 36' 21" EAST 269.88 FEET; THENCE SOUTH 3° 6' 45" EAST 129.92 FEET; THENCE SOUTH 88° 45' 20" WEST 79.61 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 0.754 ACRES.

Exhibit B

7-Eleven Lot

Real property in the City of Lehi, County of Utah, State of Utah, described as follows:

COMMENCING AT A POINT NORTH 1115.17 FEET AND EAST 1835.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 8.35 FEET; THENCE NORTH 03°11'15" WEST 29.7 FEET; THENCE NORTH 88°30'45" EAST 82.53 FEET; THENCE NORTH 03°11'15" WEST 150.75 FEET; THENCE SOUTH 88°16'13" WEST 80.86 FEET; THENCE SOUTH 179.86 FEET TO THE POINT OF BEGINNING.



NO.	DATE	REVISION

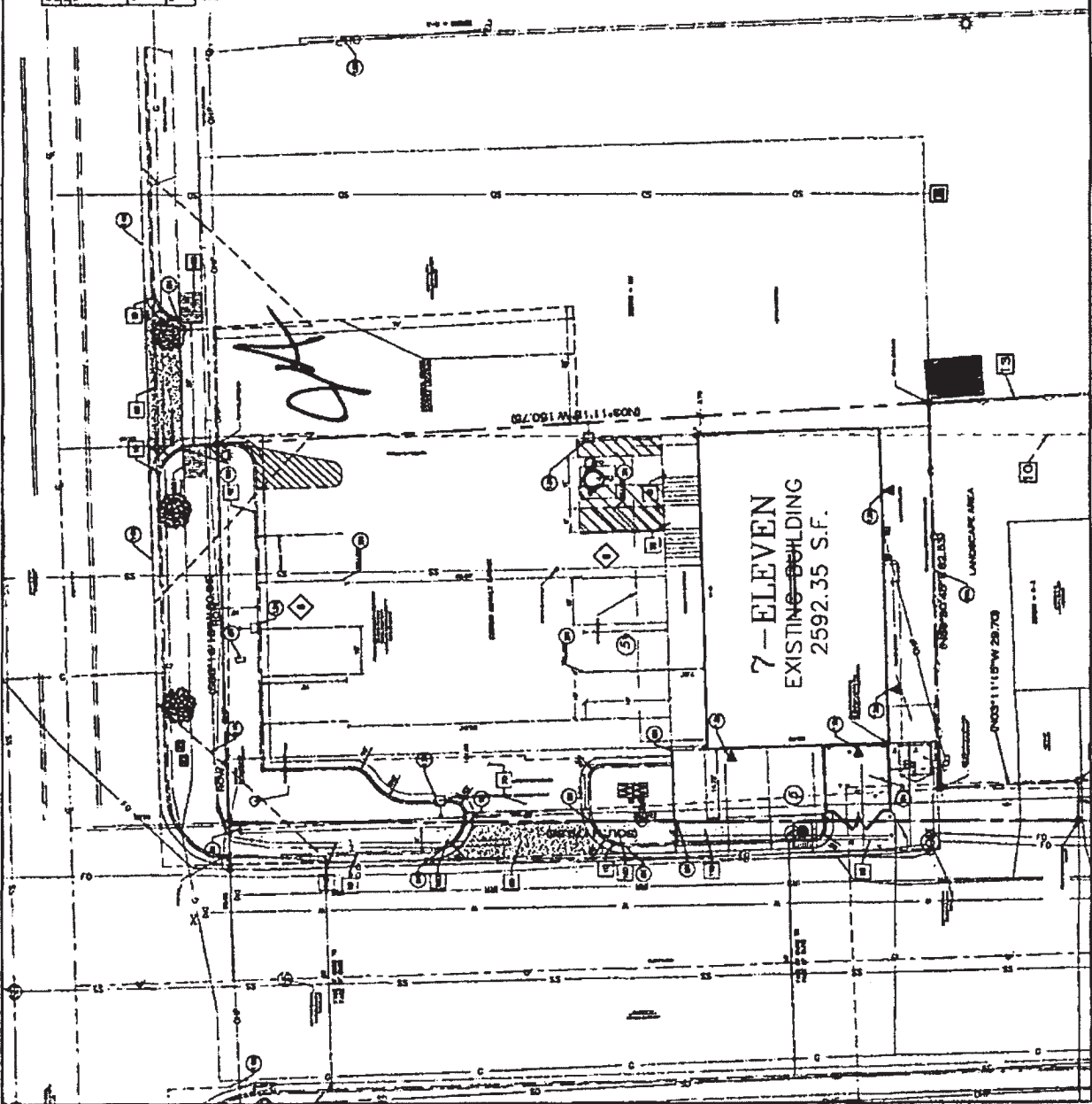
NO.	DATE	REVISION

SITE PLAN
REV-2

C1.0

SITE SUMMARY

NO.	DATE	REVISION



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THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN CONSENT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. THE ARCHITECT DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.