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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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FEE \$20.00 Pgs: 6
DEP RT REC'D FOR ANDERSON ENGINEER
ING INC

10-041-0055,0012

Prepared by Craig A. Smith, O'Reilly Automotive, Inc., P.O. Box 1156, Springfield, MO 65801; ph. 417-829-5721; fax 417-829-5726

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement ("Easement") is made as of the 29th day of September, 2011, by O'REILLY AUTOMOTIVE STORES, INC., a Missouri Corporation, ("O'Reilly"), Grantor, 233 S. Patterson, Springfield, Missouri 65802.

WHEREAS, Progressive, L.C., a Utah limited liability company, ("Progressive") is the owner in fee simple of that certain real property in the City of Layton, Davis County, Utah, which is more particularly described on the attached Exhibit "A", (the "Progressive Property").

WHEREAS, O'Reilly is the owner in fee simple of certain real property in the City of Layton, Davis County, Utah, which is more particularly described on the attached Exhibit "B" (the "O'Reilly Property").

WHEREAS, the Progressive Property is adjacent to and north of the O'Reilly Property.

WHEREAS, the Utah Department of Transportation has approved the location of the curb cut for the O'Reilly Property on Main Street, conditioned on O'Reilly's granting an easement to provide access for the Progressive Property across the O'Reilly Property to Main Street.

WHEREAS, O'Reilly grants to Progressive a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress on, across and over a portion of the O'Reilly Property, as follows:

1. Grant of Easement. O'Reilly hereby grants Progressive, its successors and assigns, a non-exclusive easement and right-of-way on, across and over those access roads and driveways within the O'Reilly Property as they may from time to time be constructed, for access from the Progressive Property to Main Street, (the "O'Reilly Access Easement Property").

2. Purpose of Easement. The easement on the O'Reilly Property grants to Progressive, Progressive's employees, representatives, customers, and invitees a non-

exclusive easement and right of use of all access roads and driveways within the O'Reilly Property for pedestrian and vehicular ingress and egress to the Progressive Property and to Main Street. O'Reilly may build additional buildings or alter the access roads and driveways within the O'Reilly Property so long as Progressive has continuous access from the Progressive Property to the O'Reilly Property and to Main Street.

3. Nature of Easement. The burdens of the easement on the O'Reilly Easement Property shall run with the O'Reilly Property and shall be binding upon every successor owner of the O'Reilly Property. The easement on the O'Reilly Easement Property shall inure to the benefit of the Progressive Property and Progressive.

4. Authority. O'Reilly represents and warrants that O'Reilly has full right and lawful authority to grant this Easement, that O'Reilly is lawfully seized of the entire O'Reilly Property, and that no consent or approval of any mortgagee or other entity is required.

5. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Access Easement as of the date first set forth above.

(SIGNATURES FOLLOW:)

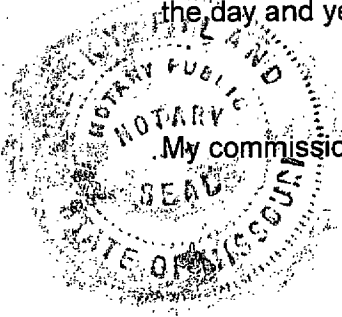
O'REILLY AUTOMOTIVE STORES, INC.,
a Missouri corporation

By: *Ted F. Wise*
Name: Ted F. Wise
Its: President

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 29th day of September, 2011, before me, a notary public in and for said state, personally appeared Ted F. Wise, President of O'Reilly Automotive Stores, Inc., known to me to be the person who executed the within Declaration of Access Easement in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.



My commission expires: 06/05/2013

Becky Piland
Notary Public

AFTER RECORDATION
RETURN ORIGINAL TO:

O'Reilly Automotive, Inc.
Attn: Becky Piland, Real Estate
233 S. Patterson
Springfield, MO 65802

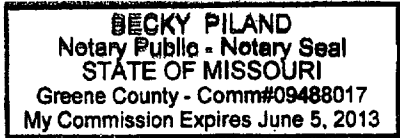


EXHIBIT "A"
"Progressive Property"

Beginning at a point South 660 feet, West 600 feet and North 36°56' West 341.2 feet along the Westerly side of a Highway from the Northeast corner of the Northwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 58°47' West 150.5 feet; thence North 36°56' West 100 feet; thence North 58°47' East 150.5 feet to the Westerly line of said Highway; thence South 36°56' East 100 feet along said Highway to the point of beginning. Subject to easements, restrictions and reservations of record.

10-041-0012

EXHIBIT "B"
"O'Reilly Property"

A parcel of land located in the Northwest Quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

Beginning at the North Quarter Corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and thence South $00^{\circ}23'49''$ West 660.39 feet along the east line of the Northwest Quarter of said Section 18 to the south line of the Northeast Quarter of said Northwest Quarter, along said north line South $89^{\circ}46'31''$ West 593.40 feet to the westerly right-of-way line of U.S. Highway 91 and along said line North $38^{\circ}24'32''$ West 109.13 feet to the TRUE POINT OF BEGINNING, and thence South $58^{\circ}47'00''$ West 149.07 feet to the easterly line of Vae View No. 2; thence along said line North $38^{\circ}20'11''$ West 228.96 feet to the northerly line of property described as Parcel 1 in that certain Warranty Deed recorded July 31, 1996, as Entry No. 1264829 in Book 2028 at Page 194 of the Davis County records; thence along said line North $58^{\circ}47'00''$ East 148.78 feet to said westerly right-of-way line; thence South $38^{\circ}24'32''$ East 229.00 feet to the POINT OF BEGINNING. Said parcel contains 33,836 square feet or 0.776 acres, more or less.

10-041-0055

POSSIBLE TEMPORARY CONSTRUCTION PARAGRAPH IF REQUIRED BY UDOT

O'Reilly further grants and conveys to Progressive a temporary construction and grading easement over the O'Reilly Property immediately adjacent to the O'Reilly Access Easement Property in order that in the future Progressive may connect its drive aisles to the existing paved driveway and parking lot on the O'Reilly Access Easement Property. PROVIDED, HOWEVER, PRIOR TO ANY CONSTRUCTION OR MAINTENANCE ON THE O'REILLY PROPERTY, PROGRESSIVE SHALL ENTER INTO AN AGREEMENT WITH O'REILLY REGARDING FUTURE MAINTENANCE AND REPAIRS AND CROSS ACCESS. During construction or maintenance on the Progressive Property, Progressive has the right to enter upon and use O'Reilly's land immediately adjacent to the O'Reilly Access Easement Property with equipment necessary or convenient to said construction, operation, or maintenance. Progressive shall not store equipment or materials on the O'Reilly Property or the O'Reilly Access Easement Property, shall not substantially interfere with access over the O'Reilly Property or the O'Reilly Access Easement Property during construction and shall fully restore the O'Reilly Property or O'Reilly Access Easement Property after any activity by Progressive on the O'Reilly Property or the O'Reilly Access Easement Property, including resealing, patching or resurfacing as necessary to restore the O'Reilly Property or the O'Reilly Access Easement Property to its condition prior to Progressive's construction and grading. All work to be performed within the O'Reilly Access Easement Property shall be performed in a good workmanlike manner and in compliance with all applicable laws, codes and ordinances.