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Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 11 P.

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 East Washington, Suite 800
Phoenix, AZ 85004-2327
MNT# 05043834
15-13-453-018
15-13-453-017

Salt Lake City Sam's (300 West), UT
(#6686-05)

RECIPROCAL ACCESS AGREEMENT

This Reciprocal Access Agreement ("Agreement") is made this 23rd day of December, 2005 by and among **DRAPER PARKWAY PLAZA NORTH, L.C.**, a Utah limited liability company ("DPPN"), and **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Sam's").

RECITALS:

Sam's is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Sam's Property") and depicted and labeled on Exhibit C as the Sam's Property;

DPPN is the owner of that certain real property legally described on Exhibit B attached hereto and incorporated herein by this reference (the "DPPN Property") and depicted and labeled on Exhibit C as the DPPN Property.

The Sam's Property and the DPPN Property are sometimes collectively referred to in this Agreement as the "Properties" or separately referred to as a "Property" where no distinction between the Properties is relevant

The parties wish to grant certain easements to one another.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals: The parties hereby acknowledge the accuracy of the Recitals.

2. Grant of Easements.

(a) Sam's hereby grants and conveys to DPPN for the benefit of DPPN and its tenants, and all of its employees, customers, agents and invitees and the DPPN Property, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress

over and on the Common Areas, as defined below, located from time to time on the Sam's Property.

(b) DPPN hereby grants and conveys to Sam's for the benefit of Sam's, and its tenants, and all of its employees, customers, agents and invitees and the Sam's Property, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and on the Common Areas located from time to time on the DPPN Property.

3. Common Areas. The term "Common Areas" means those portions of the Sam's Property and the DPPN Property which are from time to time used for vehicular and pedestrian ingress and egress. Each party hereto reserves the right to unilaterally alter or modify the Common Areas on its tract so long as reasonable access to and free flow of the other tracts is maintained.

4. No Cross-Parking. Nothing herein shall in any way be construed as a grant of any right of the owner of a Property to park on the Property of another owner.

5. Running With the Land/Binding Effect. The easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened, including, without limitation, each Property. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Expansion of the DPPN Property. DPPN may enter into a common scheme of development with the current or future owners of the real property legally described on Exhibit B-2 attached hereto and incorporated herein by this reference (the "South Property") and identified on Exhibit C as the South Property. In such event, DPPN shall have the right, in DPPN's sole and absolute discretion and without the consent of Sam's, to elect to add the South Property into the definition of the DPPN Property such that the South Property is benefited and burdened by the provisions of this Agreement. In order to accomplish the same, DPPN must record a notice of said election, which notice must contain the consent of the then fee owners of the South Property and the consent and subordination of any persons or entities with a monetary lien on the South Property to be bound by and subject and subordinate to the terms of this Agreement.

7. Insurance.

(a) Each party shall procure and maintain in full force and effect throughout the term of this Agreement comprehensive or commercial general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Property, with limits of not less than Two Million Dollars (\$2,000,000) for injury or death of a single person, and limits of not less than Two Million Dollars (\$2,000,000) for any one occurrence, and limits of not less than Two Million Dollars (\$2,000,000) for property damage. Each party shall provide the other parties with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the Property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other parties.

(b) Policies of insurance provided for in this paragraph 7 shall name the owners of the properties which are the subject hereof as insureds as their respective interests may appear, and each of them shall provide the others with certificates evidencing the fact that such insurance has been obtained.

(c) Each party for itself and its property insurer hereby releases the other parties from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's Property or loss of rents or profits of any party resulting from or in any way connected with any fire or other casualty, whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(d) Notwithstanding anything to the contrary contained in this paragraph 7, so long as the tangible net worth of any party shall exceed One Hundred Million Dollars (\$100,000,000) that party shall have the right to self insure its obligations under this paragraph 7.

(e) The insurance obligations under this paragraph 7 may be satisfied through insurance provided by a tenant of a party.

8. Maintenance.

(a) Maintenance. Each party, as to its Property and at its expense, shall maintain the Common Areas on its Property in good condition and repair. The maintenance is to include without limitation the following:

(i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or comparable substitute;

(ii) Sweeping on a basis needed to keep the area in a clean and orderly condition;

(iii) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(v) Maintaining all perimeter walls in a good condition and state of repair; and

(vi) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary, including regular cutting of all grassy areas.

9. Document Execution, Modification and Cancellation. It is understood and agreed that except for the Peterson Easement (as defined in paragraph 10) until this document is fully executed by all of the parties hereto and recorded, there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of all of the parties hereto or all of their successors and assigns.

10. The Peterson Easement. Sam's, DPPN's predecessor in interest and John G. Peterson and Nancy W. Peterson are the parties to that certain Ingress and Egress Easement Agreement of even date herewith (the "Peterson Easement"). The Peterson Easement permits DPPN to require Sam's to construct a gate to prevent access from the Sam's Property to the DPPN Property (the "Access Limitation"). Sam's and DPPN agree that for so long as this Agreement is enforceable, DPPN shall have no right to exercise the Access Limitation. If this Agreement is terminated or declared unenforceable, DPPN may again exercise the Access Limitation.

11. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

12. Entire Agreement. Except for the Peterson Easement, this Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

13. Enforcement. The parties agree that monetary damages are not adequate to compensate a party for a violation of this Agreement by any other party. Accordingly, the rights of each party under this Agreement may be specifically enforced or enforced by restraining order or injunction against each other party. In any such action, the non-prevailing party shall be obligated to pay the reasonable attorneys' fees and costs of the prevailing party.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

[Signatures commence on following page]

DRAPER PARKWAY PLAZA NORTH, L.C., a
Utah limited liability company

By P. cheng cheng
Name Po cheng cheng
Its: manager

SAM'S REAL ESTATE BUSINESS TRUST, a
Delaware business trust

By [Signature]
Its Assistant Vice President
Daniel Mallory
Director of Real Estate &
Design

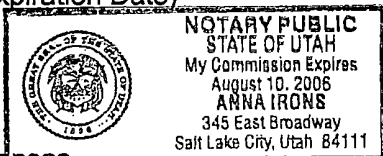
Approved as legal terms only
by [Signature]
WAL-MART LEGAL DEPT.
Date: 9/15/2005

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 20th day of September 2005, by Lo Cheng Chang the Manager of DRAPER PARKWAY PLAZA NORTH, L.C., a Utah limited liability company on behalf of the limited liability company.

(Seal and Expiration Date)



Anna Irons
Notary Public

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 15th day of September 2005, by Daniel Mallory, the Assistant Vice President of Sam's Real Estate Business Trust, a Delaware business trust, on behalf of the trust.

(Seal and Expiration Date)

Pamela Core
Notary Public
Director of RE & Design

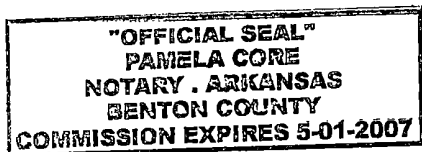


EXHIBIT A

ALL THAT LAND IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.1S., R.1W., S.L.B.&M., US SURVEY; BEING PART OF LOTS 3, 4, 5, 6, AND 7, OF BLOCK 7, FIVE ACRE PLAT A, PER CITY RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF 300 WEST STREET, SAID LINE BEING 14.03 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF LOTS 2-11 OF SAID BLOCK 7, AS SHOWN ON THE OFFICIAL SALT LAKE CITY SURVEYOR'S PLAT, OF BLOCK 7, FIVE ACRE PLAT A; SAID POINT OF BEGINNING BEING S00°14'08"W GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) ALONG THE MONUMENTED LINE OF 300 WEST STREET (SAID LINE BEING SHOWN AS NORTH ON SAID OFFICIAL CITY SURVEYOR'S PLAT), A DISTANCE OF 1339.18 FEET AND S89°53'43"E 37.82 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 1700 SOUTH AND 300 WEST; SAID POINT OF BEGINNING ALSO BEING N00°14'08"E 1604.49 FEET AND S89°53'43"E 37.82 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 300 WEST; SAID POINT OF BEGINNING ALSO BEING S89°53'43"E 14.03 FEET AND S00°28'56"W 150.00 FEET MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 7 OF SAID BLOCK 7; THENCE S89°53'43"E 388.00 FEET; THENCE N00°20'07"E 150.00 FEET; THENCE S89°53'43"E 315.70 FEET TO THE WEST LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY AS DETERMINED BY A SURVEY OF THE OREGON SHORT LINE RAILROAD IN 1996 BY REDCON, RECORDED AT THE COUNTY SURVEYORS OFFICE AS S97-09-0651; THENCE ALONG SAID WEST LINE S00°21'28"W 1292.61 FEET; THENCE N89°53'17"W 453.29 FEET; THENCE N00°06'43"E 287.10 FEET; THENCE S89°53'17"E 35.60 FEET; THENCE N00°06'43"E 84.00 FEET; THENCE N89°53'17"W 286.03 FEET TO SAID EAST LINE OF 300 WEST STREET; THENCE ALONG SAID EAST LINE N00°28'56"E 771.42 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED LAND:

BEGINNING AT POINT BEING N00°14'08"E GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) ALONG THE MONUMENTED LINE OF 300 WEST STREET (SAID LINE BEING SHOWN AS NORTH ON THE OFFICIAL CITY SURVEYORS PLAT, OF BLOCK 7, FIVE ACRE PLAT A) A DISTANCE OF 833.08 FEET, AND S89°53'17"E 320.53 FEET, AND S00°06'43"W 84.00 FEET, AND N89°53'17"W 35.60 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 300 WEST, SAID POINT ALSO BEING S89°53'43"E 14.03 FEET, AND S00°28'56"W 1005.38 FEET, AND S89°53'17"E 250.97 FEET MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 7; THENCE S89°53'17"E 37.74 FEET; THENCE S00°21'28"W 157.54 FEET; THENCE S89°38'32"E 416.78 FEET TO THE WEST LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY AS DETERMINED BY A SURVEY OF THE OREGON SHORT LINE RAILROAD IN 1996 BY REDCON, RECORDED AT THE COUNTY SURVEYORS OFFICE AS S97-09-0651; THENCE ALONG SAID LINE S00°21'28"W 127.77 FEET; THENCE N89°53'17"W 453.29 FEET; THENCE N00°06'43"E 287.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.88 ACRES MORE OR LESS.

EXHIBIT B

ALL THAT LAND IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.1S., R.1W., S.L.B.&M., US SURVEY, BEING PART OF LOTS 3 AND 4, OF BLOCK 7, FIVE ACRE PLAT A, PER CITY RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT BEING $N00^{\circ}14'08''E$ GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) ALONG THE MONUMENTED LINE OF 300 WEST STREET (SAID LINE BEING SHOWN AS NORTH ON THE OFFICIAL CITY SURVEYORS PLAT, OF BLOCK 7, FIVE ACRE PLAT A) A DISTANCE OF 749.08 FEET, AND $S89^{\circ}53'17''E$ 34.14 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 300 WEST, SAID POINT ALSO BEING NORTH 143.55 FEET, AND EAST 15.13 FEET MORE OR LESS, FROM THE SOUTHWEST CORNER OF LOT 4, OF SAID BLOCK 7; THENCE $S89^{\circ}53'17''E$ 250.97 FEET; THENCE $S00^{\circ}06'43''W$ 287.10 FEET; THENCE $N89^{\circ}53'17''W$ 252.83 FEET; THENCE $N00^{\circ}28'56''E$ 287.11 FEET, TO THE POINT OF BEGINNING.

CONTAINS 1.66 ACRES MORE OR LESS.

EXHIBIT B

ALL THAT LAND IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.1S., R.1W., S.L.B.&M., US SURVEY, BEING PART OF LOTS 3 AND 4, OF BLOCK 7, FIVE ACRE PLAT A, PER CITY RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT BEING N00°14'08"E GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) ALONG THE MONUMENTED LINE OF 300 WEST STREET (SAID LINE BEING SHOWN AS NORTH ON THE OFFICIAL CITY SURVEYORS PLAT, OF BLOCK 7, FIVE ACRE PLAT A) A DISTANCE OF 833.08 FEET, AND S89°53'17"E 320.53 FEET, AND S00°06'43"W 84.00 FEET, AND N89°53'17"W 35.60 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 300 WEST, SAID POINT ALSO BEING S89°53'43"E 14.03 FEET, AND S00°28'56"W 1005.38 FEET, AND S89°53'17"E 250.97 FEET MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 7; THENCE S89°53'17"E 37.74 FEET; THENCE S00°21'28"W 157.54 FEET; THENCE S89°38'32"E 416.78 FEET TO THE WEST LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY AS DETERMINED BY A SURVEY OF THE OREGON SHORT LINE RAILROAD IN 1996 BY REDCON, RECORDED AT THE COUNTY SURVEYORS OFFICE AS S97-09-0651; THENCE ALONG SAID LINE S00°21'28"W 127.77 FEET; THENCE N89°53'17"W 453.29 FEET; THENCE N00°06'43"E 287.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.48 ACRES MORE OR LESS.

EXHIBIT B-2

ALL THAT LAND IN SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, T.1S., R.1W., S.L.B.&M., US SURVEY, BEING PART OF LOTS 2 AND 3, OF BLOCK 7, FIVE ACRE PLAT A, PER CITY RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

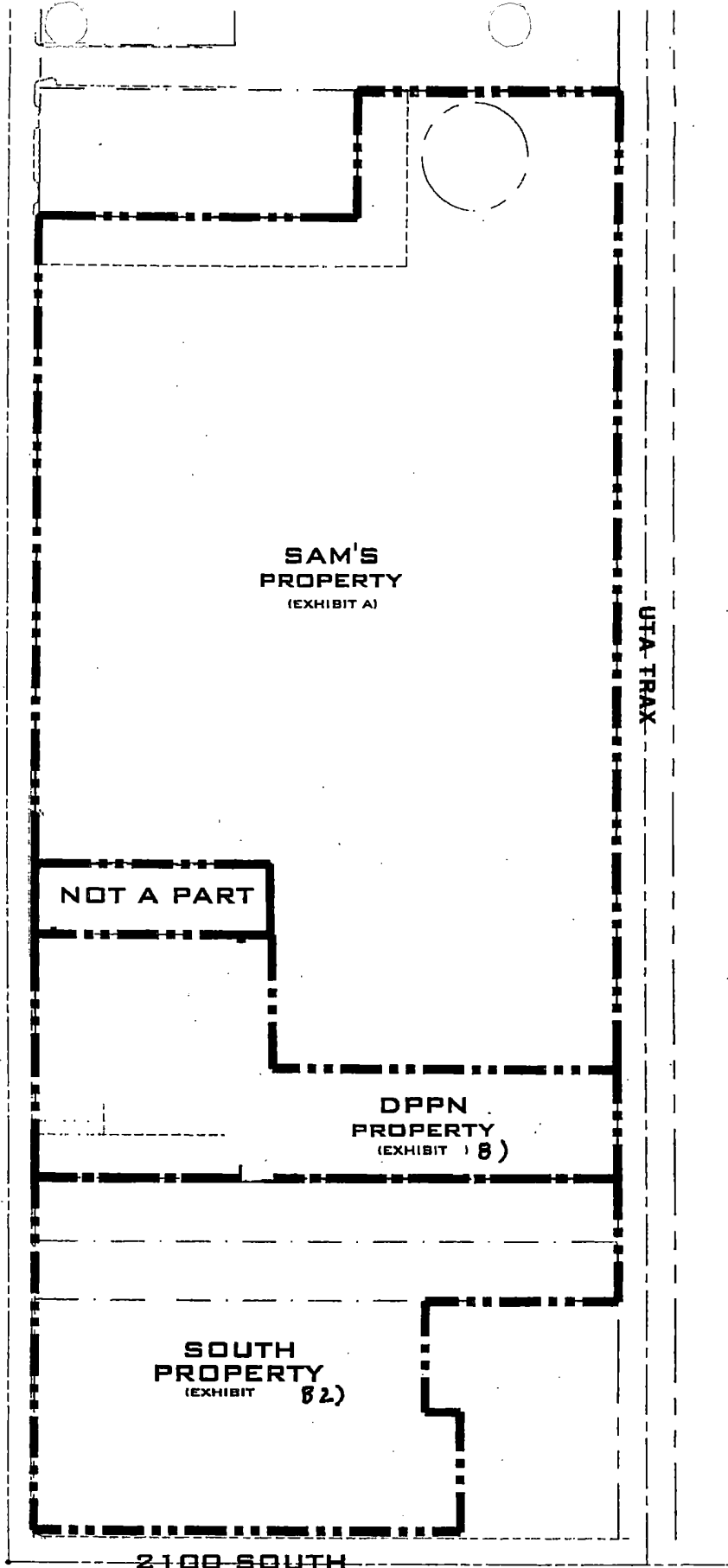
BEGINNING AT POINT BEING N00°14'08"E GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) ALONG THE MONUMENTED LINE OF 300 WEST STREET (SAID LINE BEING SHOWN AS NORTH ON THE OFFICIAL CITY SURVEYORS PLAT, OF BLOCK 7, FIVE ACRE PLAT A) A DISTANCE OF 39.43 FEET, AND S89°58'51"E 31.09 FEET FROM THE SALT LAKE CITY MONUMENT AT THE INTERSECTION OF 2100 SOUTH AND 300 WEST, SAID POINT ALSO BEING S89°58'51"E 14.98 FEET, AND N00°01'09"E 10.00 FEET MORE OR LESS, FROM THE SOUTHWEST CORNER OF LOT 2, OF SAID BLOCK 7; THENCE N00°28'56"E 422.51 FEET; THENCE S89°53'17"E 706.12 FEET TO THE WEST LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY AS DETERMINED BY A SURVEY OF THE OREGON SHORT LINE RAILROAD IN 1996 BY REDCON, RECORDED AT THE COUNTY SURVEYORS OFFICE AS S97-09-0651; THENCE ALONG SAID LINE S00°21'28"W 144.77 FEET; THENCE N89°49'50"W 231.60 FEET; THENCE S00°22'29"W 134.35 FEET; THENCE S89°37'31"E 42.73 FEET; THENCE S00°22'29"W 144.41 FEET; THENCE N89°58'51"W 180.87 FEET; THENCE N00°00'00"E 1.82 FEET; THENCE N89°58'51"W 337.21 FEET, TO THE POINT OF BEGINNING.

CONTAINS 5.52 ACRES MORE OR LESS.

J:\2001\01-0431 SAM'S 300W 1800S\EXHIBIT\Lot Exhibit2.dwg, 8/29/2005 1:09:25 PM



300 WEST



2100 SOUTH

UTA TRAX

SAM'S
PROPERTY
(EXHIBIT A)

NOT A PART

DPPN
PROPERTY
(EXHIBIT B)

SOUTH
PROPERTY
(EXHIBIT B2)

EXHIBIT

C

BK 10501 PG 1144