

When recorded, return to:

7-ELEVEN, INC.
Store Support Center
One Arts Plaza
1722 Routh St., Suite 1000
Dallas, TX 75201-2506
Attn: Esmie Baumann

Mail tax statements to:

7-ELEVEN, INC.
Attn: Ad Valorem Tax Dept. (35034)
P.O. Box 907
Dallas, TX 75225-0711

Tax Parcel ID No.: 14-266-0007

SPECIAL WARRANTY DEED

For valuable consideration, ASSOCIATED FRESH MARKETS, INC., a Utah corporation ("Grantor"), whose mailing address is 1850 West 2100 South, Salt Lake City, Utah 84119, hereby conveys and warrants against all who claim by, through or under the Grantor, to 7-ELEVEN, INC., a Texas corporation ("Grantee"), whose address is One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506, all of Grantor's right, title and interest in and to the following described real property located in Davis, County, Utah (the "Conveyed Property"):

PARCEL 1:

Lot 7, CLINTON TOWNE CENTER, Clinton City, Davis County, Utah, according to the official plat thereof.

PARCEL 2:

The non-exclusive easement for ingress, egress, parking and utilities, appurtenant to PARCEL 1, described herein, as defined, described and created pursuant to that certain Declaration Of Restrictions And Easements dated October 22, 1998 and recorded October 23, 1998 as Entry No. 1451282 in Book 2379 at page 380 and First Amendment to Declaration of Restrictions and Easements recorded June 2, 2004 as Entry Number 1991287 of the Official Records of the Davis County Recorder.

The foregoing conveyance is made subject to the following restrictive covenant, which covenant shall run with the land and be binding on all successive owners of the Conveyed Property:

Grantor is the owner of Lot 2, CLINTON TOWNE CENTER, Clinton City, Davis County, Utah, according to the official plat thereof ("Lot 2"). While Grantor is the owner Lot 2 or the operator of a full service grocery store thereon, the owner or operator of any business on the Conveyed Property shall not place or permit any sign on the Conveyed Property with the name or logo of, or the name or logo generally identified with, the operator of full service grocery stores (e.g., Krogers, Smiths, Wal-Mart, Sam's Club, etc.); provided, however, the foregoing restrictive covenant shall not apply to the name or logo of 7-Eleven, Inc., or any of its franchisees operating a fuel center or convenience store on the Conveyed Property under the "7-Eleven" name or logo.

The foregoing conveyance is made subject to the encumbrances described in Exhibit A attached hereto and incorporated herein by this reference.

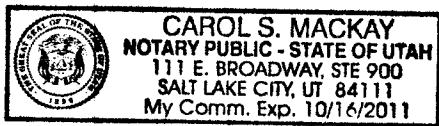
WITNESS the hand of said Grantor this 28th day of June, 2011.

ASSOCIATED FRESH MARKETS, INC.,
a Utah corporation

By: *S. Neal Berube*
S. Neal Berube
Its President

STATE OF UTAH)
 : ss.
County of Salt Lake)

On June 28, 2011, before me, the undersigned notary public, personally appeared S. Neal Berube, the President of Associated Fresh Markets, Inc., a Utah corporation, who duly acknowledged to and before me that he signed the foregoing instrument for and on behalf of said corporation and having all requisite authority to so act.



Carol S. Mackay
Notary Public

[Seal]

EXHIBIT A

PERMITTED ENCUMBRANCES

1. The lien of all real and personal property taxes for the year 2011 and thereafter, not yet due and payable.
2. Said property lies within the boundaries of the Weber Basin Water Conservancy District, Mosquito Abatement District, North Davis Sewer Improvement District and Clinton City, and is subject to any and all charges and assessments thereof.
3. Easements for public utilities, drainage, and incidental purposes over, along and across the Conveyed Property as shown and delineated on the plat of Clinton Towne Center recorded October 23, 1998 as Entry No. 1451279, in Book 2379, at Page 374 of Official Records.
4. The terms of that certain instrument entitled "Declaration of Easement", recorded October 23, 1998 as Entry No. 1451280, in Book 2379, at Page 37 of the Official Records.
5. The terms of that certain instrument entitled "Declaration of Restrictions And Easements", recorded October 23, 1998 as Entry No. 1451282, in Book 2379, at Page 380 of the Official Records.

First Amendment To Declaration Of Restrictions And Easements recorded June 2, 2004 as Entry No. 1991287 in Book 3552 at Page 315 of the Official Records.

6. The terms of that certain instrument entitled "Common Area Maintenance Agreement", recorded October 23, 1988 as Entry No. 1451283, in Book 2379, at Page 430 of the Official Records.

First Amendment To Common Area Maintenance Agreement recorded June 2, 2004 as Entry No. 1991288 in Book 3552 at Page 326 of the Official Records.

7. The terms of that certain instrument entitled "Road Maintenance Agreement", recorded January 8, 1999 as Entry No. 1476193, in Book 2426, at page 1382 of the Official Records.
8. Any rights, interests, claims or adverse circumstances affecting the Title which may exist or arise by reason of the following matters shown on and/or disclosed by that certain ALTA/ACSM Land Title Survey dated August 4, 2009, with a last revision and certificate dated October 21, 2009, prepared by GREAT BASIN ENGINEERING – SOUTH, under Project Name "AFS #393", certified by BRUCE D. PIMPER, License No. 362256, to-wit:
 - (a) "Trash Enclosure" located on Lot 7 (PARCEL 1) of the Land encroaches onto buried power line.

9. The following matters disclosed by that certain Survey, dated April 27, 2011, prepared by Great Basin Engineering, certified by Bruce D. Pimper, License No. 362256:
- (a) Fire hydrant and related facilities.
 - (b) Water line on North.
 - (c) Location of concrete sidewalk.
 - (d) Signal box and related facilities.
 - (e) Storm drains, catch basins, inlet box and related facilities.