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FORSYTH CO, NC FEE \$26.00

PRESENTED & RECORDED:

12-03-2013 01:29:36 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: RANDY L SMITH

DPTY

BK: RE 3157

PG: 2463-2469

When recorded, return to:

Circle K Stores Inc.

2440 Whitehall Park Drive, Suite 800

Charlotte, NC 28273

Attn.: Real Estate Department

Wells Box 108

ENVIRONMENTAL ACCESS AGREEMENT

Site No. 2701819

THIS AGREEMENT is entered into by and among **UNIVERSITY WINSTON I, LLC**, a North Carolina limited liability company as to a 1% undivided interest and **C & CP INVESTMENTS, LLC**, an Arizona limited liability company as to a 99% undivided interest as tenants-in-common (collectively, "Grantor"), and **CIRCLE K STORES INC.**, a Texas corporation ("Grantee"), and shall be effective on the date that this Agreement shall have been executed by all of the parties hereto.

RECITALS:

WHEREAS, Grantor is the fee simple owner of that certain real property (the "Property") which was conveyed to Grantor under that certain Real Estate Sales Contract, dated as of April 15, 2013, between Grantor (as successor in interest to M&M Dollander Holdings, LLC and Red Mountain Retail Group, Inc.) and Grantee (as amended, the "Contract"), as legally described on the attached Exhibit A; and

WHEREAS, Grantee is seeking Grantor's consent to enter the Property only for the purpose of required testing, assessing and remediating Covered Contamination existing as of the sale date of the Property to Grantor, all as required by the Contract; and

WHEREAS, Grantor and Grantee desire to set forth their respective rights, responsibilities and obligations regarding the Grantee's entry to, assessment, and remediation of the Property.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein, Grantor and Grantee agree as follows:

1. The above Recitals are hereby incorporated by reference.
2. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.
3. Grantor hereby grants to Grantee and NCDENR the right to enter the Property (the "Right") from time to time for the purpose of performing required tests, assessment and remediation of Covered Contamination (the "Work"), pursuant to the following conditions:
 - A. The Right granted herein shall be exercised by Grantee and NCDENR and only their employees, agents, contractors and representatives.
 - B. The Right granted herein may be exercised from time to time and for so long as reasonably necessary or required in Grantee's discretion, but subject to limitations in the Contract, to accomplish the required tests and remediation herein described.
 - C. The Right granted herein shall be exercised by Grantee with due regard to the limitations in the Contract and Grantor's or its Tenant's use of the Property and without any unreasonable disruption of such use.
 - D. The Right granted herein shall be exercised only after Grantee provides Grantor with notice of its intent to access the Property at least five (5) business days prior to accessing the Property.
 - E. Grantee, prior to performing any Work, shall use reasonable efforts to review with Grantor the plans and timeline for the Work, and Grantor shall make itself available for such review upon Grantee's request.
4. Liability for any and all costs, expenses, fees and/or any other expenditures necessitated by the Work shall be borne solely by Grantee, who shall indemnify, defend and hold Grantor harmless therefrom; provided, however, that the obligations described in this Paragraph 4 shall not apply to any New Contamination, as that term is defined in the Contract, and if New Contamination is discovered then Paragraph F. of the Environmental Addendum to the Contract shall apply. Grantee shall at all times keep the Property free and clear of all liens and encumbrances relating to the Work. Grantee shall provide, at its sole expense, any security necessary for the protection of the Work.
5. The Work shall be performed at all times in compliance with all applicable laws, regulations and orders of the applicable Agency. Grantee shall dispose of soil and groundwater removed during the performance of the Work in accordance with such laws, regulations and orders.
6. Grantee shall indemnify, defend and hold harmless Grantor, its agents, employees, officers, managers, members and directors from and against any and all Losses caused by Grantee and connected with: (a) Grantee's exercise of the Right granted herein; (b) any personal injury or property damage occurring on or about the Property during the performance of the Work; and/or (c) any negligent or intentional act or omission of the Grantee, its agents, employ-

ees, or representatives in the performance of this Agreement. This indemnity will not apply to, and Grantee will have no liability for, claims by Grantor or third parties for (a) diminution in value, loss profits, business disruption or consequential damages relating to Covered Contamination or the Work, (b) damages arising out of a breach of any Buyer's obligations under the Environmental Addendum, and/or (c) damages relating to New Contamination.

7. Grantee (or its environmental consultant), at its sole expense, shall procure and maintain commercial general public liability insurance with combined single limit coverage of \$1,000,000 during Grantee's actions on the Property and name Grantor as an additional insured. Upon request, Grantee shall furnish Grantor with a certificate of such coverage prior to any entry upon the Property.

8. This Agreement shall remain in force until the earlier to occur of (a) the granting of a "no further action" letter (or similar) by the applicable Agency with respect to the Property, by agreement by the parties. After the termination of this Agreement and upon written request from Grantor, Grantee shall deliver a Termination of Access Agreement in recordable form to Grantor.

9. Until it is terminated in accordance with Paragraph 8 above, this Agreement, and all of the terms, provisions and obligations hereof, shall be covenants running with the Property and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors and assigns.

10. Any notice required or permitted to be given to any party shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, telecopied or sent by overnight courier to the addresses set forth below. Any such notice shall be deemed to be received: (a) if delivered personally, on the date of such delivery; (b) if mailed, on the third business day following mailing; (c) if telecopied, on the date of transmission; or (d) if sent by overnight courier, on the first business day following delivery to courier.

To Grantor:
12687 N. 102nd Street
Scottsdale, Arizona 85260
Attn: _____
Facsimile: 480-947-8830

To Grantee:
2440 Whitehall Park Drive, Suite 800
Charlotte, NC 28273
Attn: Real Estate Dept.
Facsimile: 704-583-6286

The parties may change their respective notice address to any other location within the United States by giving a notice of the change in accordance with this Paragraph.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement.

Grantor:

UNIVERSITY WINSTON I, LLC, a North Carolina limited liability company

By: [Signature]
 Name: Michael H. Mugal
 Its: manager
 Date Executed: November 25, 2013

C & CP INVESTMENTS, LLC, an Arizona limited liability company

By: [Signature]
 Name: Michael H. Mugal
 Its: manager
 Date Executed: November 25, 2013

STATE OF California
 COUNTY OF Orange

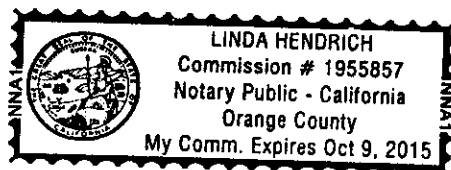
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael H Mugal
 (print signatory name(s))

Date: 11/25/, 2013

[Signature]
 Printed/Typed Name of Notary: Linda Hendrich

My commission expires: October 9, 2015

[Notary Seal]



STATE OF California
COUNTY OF Orange

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael H. Muzel
(print signatory name(s))

Date: 11/25/, 2013

Linda Hendrich
Printed/Typed Name of Notary: Linda Hendrich

My commission expires: October 9, 2015

[Notary Seal]



Grantee:

CIRCLE K STORES INC.,
a Texas corporation

By: [Signature]

Name: Dag Roger Rinde

Its: Vice President

Date Executed: 11/22/13

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Dag Roger Rinde.

(print signatory name(s))

Date: 11/22, 2013

[Signature]
Printed/Typed Name of Notary: Rebecca Lowe

My commission expires: 3/18/17

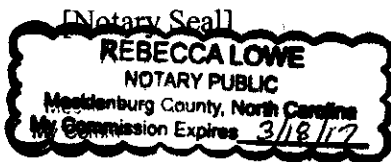


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A tract or parcel of land situated in Forsyth County, North Carolina, and described as follows:

Beginning at an existing iron pipe at the Northeast intersection of the right-of-way of Robinwood Road (formerly Rural Hall Road) and University Parkway and running thence with the eastern right-of-way of University Parkway along a curve to the left having a radius of 1,512.39 feet a chord bearing and distance N 05°24'43" E 274.62' to a new iron pipe; thence leaving said right-of-way along a new line S 88°40'25" E 269.90' to a new iron pipe in the western right-of-way of Robinwood Road; thence along said right-of-way the following three courses and distances: S 38°21'43" W 240.0', S 43°50'03" W 96.81', S 83°28'05" W 80.25' to the point of beginning. Tract containing 1.06 Acres and being a portion of the Allmanspry, Inc. property as recorded in the Forsyth County Registry in Deed Book 1488, Page 1505, and also being that property shown on a survey prepared by Marvin L. Borum & Associates, dated December 26, 1985.