

TEMPORARY ACCESS AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2016 by and between 7-ELEVEN, INC., a Texas corporation ("7-Eleven") having an address of 3200 Hackberry Road, Irving, Texas 75063 and _____ ("Grantee");

WITNESSETH:

WHEREAS, 7-Eleven owns/leases that certain parcel of real property located at _____ (the "Property"); and

WHEREAS, there exist certain petroleum and/or petroleum hydrocarbon environmental contamination on or in the vicinity of the Property (the "Contamination") which may have been caused by or contributed to by [7-Eleven/former owner/operator/adj prop owner/etc]; and

WHEREAS, Grantee has requested access to the Property to conduct such monitoring and investigation of the Contamination on the Property as may be required by the appropriate federal, state and local governmental agency.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. 7-Eleven hereby grants to Grantee a non-exclusive license, right, and privilege of ingress and egress, over, across and under the area shown on Exhibit A (the "Affected Area") for the sole purpose of conducting (i) the installation of one or more monitoring wells to conduct such soil and/or groundwater tests in accordance with guidelines prescribed or required by the _____ (or other governmental agency) (the "Department") which are reasonably necessary to investigate and monitor soil and/or groundwater petroleum and/or petroleum hydrocarbon contamination on or in the vicinity of the Property (collectively, including the installation of such well(s) used in connection therewith, the "Monitoring"); (ii) maintenance and repair of all installations ("Maintenance"); and (iii) any necessary Restoration (as defined herein). Notwithstanding anything herein to the contrary, Grantee understands and agrees that it is not permitted to perform any tank or line tests or any other tests of any kind with respect to any underground gasoline tanks, dispenser lines and associated piping and fixtures located on the Property.
2. To the extent practicable, Grantee shall provide 7-Eleven with at least ten (10) days notice prior to the commencement of the Monitoring, Maintenance or Restoration by Grantee or their agents, employees and/or consultants at the Property.
3. Grantee shall:
 - (a) furnish all materials and perform all Monitoring, Maintenance and Restoration on the Affected Area in a manner satisfactory to 7-Eleven and in accordance with all applicable federal, state and local laws and regulations issued pursuant thereto ("Legal Requirements");

- (b) prior to commencement of the Monitoring, Maintenance and Restoration, submit to 7-Eleven for approval (which will not be unreasonably withheld) all details and specifications therefor, including proposed location of installations on the Property, which includes any changes to the proposed locations that may be made in the field;
 - (c) to the extent possible, construct all installations in the Affected Area below the finished ground line;
 - (d) pay all costs for all materials and labor in connection with the Monitoring, Maintenance and Restoration;
 - (e) take all steps reasonably necessary to schedule the Monitoring, Maintenance and Restoration at reasonable times convenient to 7-Eleven and take all steps reasonably necessary (including, but not limited to, performance of Monitoring, Maintenance and Restoration during non-peak business hours and on non-peak business days with respect to 7-Eleven's business on the Property) to prevent injury or damage resulting from the Monitoring, Maintenance and Restoration to persons or property and to allow the full utilization of the Property by 7-Eleven during the performance of the Monitoring, Maintenance and Restoration. Peak business days are the following: Memorial Day and the two preceding weekend days; July 3rd; July 4th; July 10th; July 11th; and Labor Day and the two preceding weekend days;
 - (f) upon completion of the Monitoring activity, at the discretion of 7-Eleven, permanently close any monitoring wells;
 - (g) provide 7-Eleven's consultant with "split samples" of any tests taken; and
 - (h) in connection with the performance of the Monitoring and Maintenance, properly repair and/or restore any damage to the Affected Area and any portion of the Property adjacent and contiguous to such Affected Area and restore, repair and/or replace any buildings, or other improvements or fixtures thereon which may have been inadvertently damaged to the same or better condition (and, if applicable, same grade level) existing before the commencement of any Monitoring and Maintenance including, but not limited to, any necessary repairs to paving and landscaping (collectively, the "Restoration").
4. Grantee shall indemnify, defend and hold 7-Eleven harmless from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and damages for injury to persons (including death) or damage to property arising out of, resulting from or in connection with (i) any act or omission of Grantee or its employees or agents on, or in connection with Grantee, or its employees' or agents', use of, the Affected Area, or (ii) Grantee or its employees' or agents' failure to satisfactorily and timely perform or comply with any obligations herein to be performed or complied with by Grantee or (iii) any deposit or release of any hazardous substance or the existence of any hazardous condition (including, but not limited to, the release of petroleum or petroleum hydrocarbons or the existence of petroleum or petroleum hydrocarbon

contamination), caused by or contributed to by Grantee or its employees or agents in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, 7-Eleven expressly reserves any and all rights it may have with respect to any claims of any kind or nature which 7 Eleven may have arising out of, or related to, any contamination affecting the Property which is or was caused by or contributed to by Grantee or its employees or agents, whether or not as a result of this Agreement.

5. Throughout the term of this Agreement, Grantee shall maintain commercial general business liability insurance coverage on an "occurrence" basis (endorsed to include hazards of operations including explosion, collapse and underground coverage, independent contractor coverage, broad form property damage liability coverage, products/completed operations coverage, and contractual liability coverage), in a combined single limit amount of not less than \$1 million, with a general aggregate for all occurrences within such policy year of not less than \$1 million, in each case such limits to be maintained regardless of any payouts made thereunder.
6. Any testing company and hydrogeological consultant hired by Grantee to perform the Monitoring hereunder must be licensed pursuant to all applicable Legal Requirements throughout the term of this Agreement, and shall be instructed by Grantee to make written reports and promptly distribute them simultaneously to Grantee and 7-Eleven.
7. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns.
8. All notices, requests, and other communications hereunder shall be in writing (except emergency situations which may be telephoned to the Representative herein and then followed in writing) and shall be deemed to have been duly given if delivered by hand, or sent by telex or telecopy, or sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, in each case addressed as follows:

If to 7-Eleven:

7-Eleven, Inc.
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Attention: Jose Rios, Manager Environmental Services
Telecopy No. (972) 828-1095
jose.rios@7-11.com

With a copy to:

Strasburger & Price, LLP
901 Main Street, Suite 4400
Dallas, TX 75202
Attn: Kirk F. Sniff, Attorney-in-Fact
kirk.sniff@strasburger.com

If to Grantee:

Attention: _____

Email: _____

Telephone No. _____

- 9. This Agreement shall expire _____ (__) months from the date of execution hereof, provided that, notwithstanding the foregoing, the provisions of Section 4 shall survive such expiration of the Agreement forever.

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

7-ELEVEN, INC.

By: _____
Kirk F. Sniff, Attorney-in-Fact

Grantee: _____

By: _____
Title: _____

7-Eleven Store _____

EXHIBIT A

Attached Site Map