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PREPARED BY AND WHEN
RECORDED RETURN TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
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185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: ARG, DEPUTY - WI 10 P.

AGREEMENT OF RIGHT-OF-WAY
AND EASEMENTS

16-06-152-075
16-06-152-080

THIS AGREEMENT (this "Agreement") is entered into as of the 29 day of MARCH, 2001, between AMERICAN STORES PROPERTIES, INC., a Delaware corporation ("American Stores"), whose address is 250 Parkcenter Blvd., Boise, Idaho 83706 #74200R-Legal Dept., and ARCADE DEVELOPERS, LLC, a Utah limited liability company ("Developers"), whose address is 3760 North Commerce Drive, Tucson, Arizona 85705. (American Stores and Developers are collectively referred to in this Agreement as the "Parties.")

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. "American Stores Parcel" means the real property located in Salt Lake County, Utah, described as follows, which is owned by American Stores:

Beginning at the Southwest corner of Block 57, Plat "A", Salt Lake City Survey, said point being North 0°00'32" West 64.51 feet parallel to the Block Monument Line and North 89°59'08" East 67.10 feet parallel to the Block Monument Line from the Salt Lake City Block Monument in the intersection of Main Street and 300 South Street, and running thence North 0°09'09" East 326.84 feet along the westerly lines of Lot 2 and Lot 3 of said Block 57; thence North 89°59'26" East 149.83 feet; thence South 0°00'33" East 57.93 feet; thence South 89°57'13" East 365.32 feet; thence South 0°08'14" West 270.05 feet to the South line of Lot 1 of said Block 57; thence along the South line of Lots 1 and 2 of said Block 57, North 89°50'34" West 515.38 feet to the point of beginning.

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1.2. "Developers Parcel" means the real property located in Salt Lake County, Utah, and described as follows, which is owned by Developers:

Beginning at the Southeast corner of Block 57, Plat "A", Salt Lake City Survey, and running thence North 89°50'34" West along the South line of Block 57 a distance of 145.12 feet to the East line of the parcel of land conveyed to American Stores Properties, Inc., a Delaware corporation, in that certain Fully Restated Special Warranty Deed with Final Easement Descriptions recorded November 10, 1999 as Entry No. 7509877 in Book 8322 at Page 1621 of the official records of the Salt Lake County Recorder; thence North 0°08'14" East along said East line of the American Stores parcel a distance of 211.56 feet to the South line of Gallivan Avenue; thence South 89°57'13" East along said South line of Gallivan Avenue a distance of 145.12 feet to the East line of Block 57; thence South 0°08'14" West along said East line of Block 57 a distance of 211.84 feet to the point of beginning.

1.3. "Mortgage" means a mortgage or a deed of trust recorded in the Official Records.

1.4. "Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

1.5. "Official Records" means the official records of the Salt Lake County Recorder, State of Utah.

1.6. "Owner" means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of any Parcel. Notwithstanding any applicable theory relating to a Mortgage, the term "Owner" shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Parcel concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

1.7. "Parcels" means the American Stores Parcel and the Developers Parcel, collectively, and "Parcel" means either the American Stores Parcel or the Developers Parcel, individually, where no distinction is required by the context in which such term is used.

1.8. "Parking Structure" means the parking structure located on the American Stores Parcel.

2. Grant of Right-of-Way and Easements.

2.1. Access Right-of-Way and Easement. The Developers Parcel shall have appurtenant thereto and shall be benefited by, and the American Stores Parcel shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for vehicular ingress and egress on, over and across that portion of the Parking Structure, through the opening in the wall and the tunnel to be constructed, shown on the attached **Exhibit A**, incorporated by this

reference. In connection with such right-of-way and easement, the Developers Parcel Owner may, in a good and workmanlike manner and at its sole cost and expense, and subject to compliance with all applicable building codes and ordinances, cut an opening for vehicular ingress and egress in the wall of the Parking Structure and construct a tunnel, as shown on said **Exhibit A**. Prior to making such opening in the wall of the Parking Structure, the Developers Parcel Owner shall (a) obtain the approval of the American Stores Parcel Owner of final construction drawings of such opening, such approval not to be unreasonably withheld, (b) deliver to the American Stores Parcel Owner a certification from a structural engineer reasonably acceptable to such Owner certifying that such opening will have no adverse effect on the overall structure of the Parking Structure, and (c) provide to the American Stores Parcel Owner payment and performance bonds covering, among other things, the construction of such opening, naming the American Stores Parcel Owner as a named insured. The work with respect to the construction of such opening shall not interfere with the existing use of the Parking Structure, and the Developers Parcel Owner shall be responsible for coordination with the existing users of the Parking Structure. If reasonably necessary to avoid such interference, such work shall be performed after 6:00 p.m. and before 8:00 a.m. on weekdays and/or on Saturday and Sunday. Once the construction of such opening is completed, no subsequent change shall be made to the Parking Structure without the prior written approval of the American Stores Parcel Owner, which approval may be withheld for any reason whatsoever. The work of construction with respect to such opening shall be completed on or before December 31, 2002, and in the event the work is not completed by such date, this Agreement and all rights of Developer hereunder shall terminate and be of no further force or effect. If the work of construction with respect to such opening is completed by such date, Developer may, at its sole cost and expense, record a notice of that fact.

2.2. Wallscape Easement. The Developers Parcel shall have appurtenant thereto and shall be benefited by, and the exterior surface of the East wall of the Parking Structure, as well as that portion of the American Stores Parcel located to the East of such East wall, shall be subject to and shall be burdened by, a perpetual, nonexclusive easement for the planting, watering and maintenance of plants such as wall ivy or similar landscape screening material, designed to screen the hard wall effect of such East wall. Prior to installing such plants or materials, the Developers Parcel Owner shall obtain the approval of the American Stores Parcel Owner of final drawings of such plants and materials and all irrigation and drainage plans, such approval not to be unreasonably withheld. Once such installation is completed, no subsequent change shall be made to such plants or materials or irrigation or drainage systems without the prior written approval of the American Stores Parcel Owner, which approval may be withheld for any reason whatsoever. Such plants and materials shall be installed within one year after the issuance of a "Certificate of Completion" by the Redevelopment Agency of Salt Lake City for the improvements to be constructed by the Developers Parcel Owner on the Developers Parcel.

3. Indemnity; Insurance. The Developers Parcel Owner shall indemnify, defend and hold harmless the American Stores Parcel Owner from and against any claim, liability, loss, damage, cost or expense (including attorneys' fees and costs) caused by the exercise of the right-of-way and easements granted in **Paragraph 2**, including, without limitation, that arising from any third party claim by tenants, invitees and others arising out of the construction of the opening for vehicular ingress and egress in the wall of the Parking Structure, such as lack of access to the

parking structure located to the North of the Parking Structure or damage to vehicles or the structure or surfaces of the Parking Structure. The Developers Parcel Owner shall, at its sole cost and expense, procure and continue in force commercial general liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per occurrence.

4. Appurtenances to Parcels. The right-of-way and easements granted in **Paragraph 2** are appurtenances to the Developers Parcel and shall (a) constitute covenants running with the land, (b) benefit and bind every person having any fee, leasehold, Mortgage lien or other interest in any portion of the Parcel concerned, and (c) benefit and bind any Owner whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

5. Priority of Declaration. The interests in and rights concerning any portion of the Parcels held by or vested in the Parties or any other person on or after the date of this Agreement shall be subject and subordinate to this Agreement, and this Agreement shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Agreement.

6. Modification. This Agreement may not be terminated, extended, modified or amended without the consent of each Owner, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records of a written document effecting the same, executed and acknowledged by each Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Parcel unless such Mortgagee consents to the same in writing.

7. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

8. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Agreement shall inure to the benefit of, and shall be binding on, each Owner and the successors and assigns of each Owner. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

THE PARTIES have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

AMERICAN STORES:

AMERICAN STORES PROPERTIES, INC.,
a Delaware corporation

Approved as to form
Snell & Wilmer
By Camp [Signature]

By [Signature]
WILLIAM H. ARNOLD

Its Vice President

Date March 29, 2001

State of Idaho)
County of Ada) ss.

The foregoing instrument was acknowledged before me this 29 day of March, 2001, by WILLIAM H. ARNOLD, the Vice President of American Stores Properties, Inc.

(Seal)

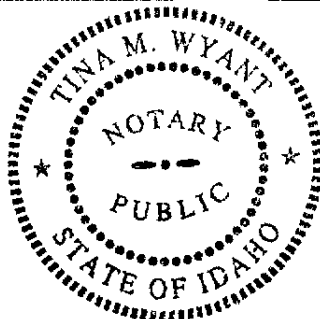
Tina M. Wyant
Notary Public

My Commission Expires:

04/02/03

Residing at:

Boise, Idaho



DEVELOPERS:

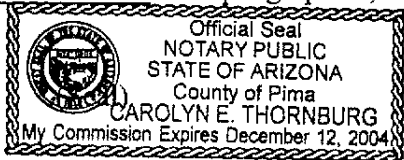
ARCADE DEVELOPERS, LLC,
by its Manager:

ALPHAGRAPHERS, INC.,
a Delaware corporation

By *Michael B. Witt*
Its CEO
Date 4/3/01

State of Arizona)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 3 day of April, 2001, by Michael B. Witt, the CEO of Alphagraphics, Inc., the Manager of Arcade Developers, LLC.



Carolyn E. Thornburg
Notary Public

My Commission Expires:
12-12-04

Residing at:
6280 N. Shannon Road
Tucson, AZ 85741

GUARANTY OF ALPHAGRAPHICS, INC.

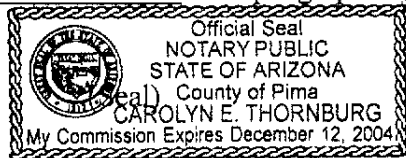
THE UNDERSIGNED, ALPHAGRAPHICS, INC., a Delaware corporation, guaranties the obligations of Arcade Developers, LLC set forth in the first sentence of Paragraph 3 of the foregoing Agreement of Right-of-Way and Easements.

ALPHAGRAPHICS, INC.,
a Delaware corporation

By Michael B. Witte
Its CEO
Date 4/3/01

State of Arizona)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 3 day of April, 2001, by Michael B. Witte, the CEO of Alphagraphics, Inc.



Carolyn E Thornburg
Notary Public

My Commission Expires:
12-12-04

Residing at:
6280 N. Shannon Road
TUCSON AZ 85741

CONSENT OF
REDEVELOPMENT AGENCY OF SALT LAKE CITY

THE REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency, corporate and politic of the State of Utah, the holder of the "Parking Access Easement" reserved and excepted in the Fully Restated Special Warranty Deed with Final Easement Descriptions, dated November 8, 1999 and recorded November 10, 1999 as Entry No. 7509877 in Book 8322 at Page 1621 of the official records of the Salt Lake County Recorder, consents to the foregoing Agreement of Right-of-Way and Easements.

EXECUTED as of the 4th day of April, 2001.

APPROVED AS TO FORM:

AGENCY:

FABIAN & CLENDENIN,
a Professional Corporation

THE REDEVELOPMENT AGENCY OF SALT
LAKE CITY, a public agency

By Diane H. Banks
Diane H. Banks

By Ross C. Anderson
Ross C. Anderson
Its Chief Administrative Officer

And By [Signature]
Its Acting Executive Director

State of Utah)
) ss.
County of Salt Lake)

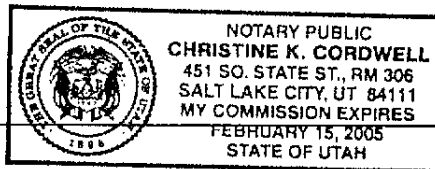
The foregoing instrument was acknowledged before me this 4th day of April, 2001, by Ross C. Anderson, the Chief Administrative Officer of The Redevelopment Agency of Salt Lake City.

(Seal)

[Signature]
Notary Public

My Commission Expires:

Residing at:



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State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this day of April, 2001, by Richard J. Turpin, the Acting Executive Director of The Redevelopment Agency of Salt Lake City.

(Seal) Chada E. Tarbet
Notary Public

My Commission Expires:
9/20/03.

Residing at:

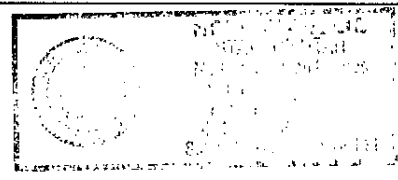


EXHIBIT "A"

HIGHLIGHTED AREA-POOR COPY
CO. RECORDER



01/25/01 Brooks Arcade, Salt Lake City

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Parking Plan

