

DUPLICATE ORIGINAL
UPLAND INDUSTRIAL DEVELOPMENT COMPANY
50 South Main Street, Suite 1080
Salt Lake City, Utah 841444

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REBECCA GRAY
REBECCA GRAY

SEP 5 4 19 PM '85

SALT LAKE COUNTY,
UTAH

4133518

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT, made this 30th day of August, 1985 by and between AMERICAN PHOTO GROUP CORP., formerly known as Transamerica Film Service Corporation, a corporation of the State of Washington, whose postal address is 1010 Huntcliff, Atlanta, Georgia 38338 Grantor, and UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a corporation of the State of Nebraska, whose postal address is 302 South 36th Street, Omaha, Nebraska 68131 Grantee: WITNESSETH:

THAT SAID GRANTOR, for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and conveys unto said Grantee, its successors and assigns, forever, a non-exclusive perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of a roadway over, under and across the lands situate in the City of Salt Lake, County of Salt Lake, State of Utah described in Exhibit A attached hereto and made a part hereof.

1. Grantor agrees to maintain the easement in at least the same condition as it has been traditionally maintained by Grantor at Grantor's sole cost so long as Grantee's use of the easement is limited to passenger vehicles and prior to Grantee's completion of construction of improvements on Grantee's properties to the north or south of said easement which utilize the easement for ingress and egress. Grantor makes no representation or warranty regarding the existing condition or suitability of the easement or its surfacing or subsurface.

2. At such time as Grantee intends to expand the use of the easement for vehicles other than passenger vehicles and in any event upon Grantee's completion of construction of improvements on either Grantee's properties to the north or to the south of said easement which utilize the easement for ingress and egress, Grantee shall notify Grantor that Grantee proposes to expand its use of the easement for vehicles other than passenger vehicles or to use said easement for ingress and egress in connection with constructed improvements on Grantee's adjacent properties.

SECURITY TITLE CO.
RJT No. 234179

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Thereupon Grantor, its successors or assigns and Grantee, its successors or assigns shall enter into an agreement for (i) the sharing of the costs of the maintenance and repair of the roadway based upon the use made of the roadway by the respective parties, their officers, employees, agents, independent contractors, invitees, tenants and their invitees, such costs to include, but not be limited to, real estate taxes on the roadway and insurance premiums with respect to insurance against damages for personal injuries and property damage which the parties may agree to procure to cover liabilities in connection with said roadway; and (ii) a formula or method by which the costs for maintenance and repair of the roadway shall be reallocated from time to time. Any such agreement shall be executed and recorded by the parties hereto.

3. If the parties shall fail to reach agreement as provided for in paragraph 2 hereof or if any question, dispute, controversy, or misunderstanding arising under or in connection with this easement and agreement, the matter shall be determined by three (3) arbitrators to be appointed for the purpose as follows:

(a) Within fifteen (15) days after notice by either party to the other requesting arbitration, one arbitrator shall be appointed by each party. Notice of such appointment, when made, shall be given by each party to the other.

(b) The two arbitrators shall forthwith choose a third arbitrator to act with them. If they fail to select a third arbitrator within fifteen (15) days of their appointment, upon application of either party, the third arbitrator shall be promptly appointed by the then presiding judge of the District Court of the State of Utah in and for the County of Salt Lake, acting in his individual and not official capacity. The party making such application to such judge shall give the other party to this agreement fifteen (15) days' notice of the application.

(c) The arbitrators shall proceed with due dispatch. The decision of any two of the three arbitrators shall be binding, final, and conclusive on the parties to this agreement and their respective successors and assigns. Such decision shall be in writing and delivered to the parties, and shall be in such form that a judgment may be entered on the decision in the District Court of the State of Utah in and for the County of Salt Lake.

(d) If either party fails to appoint an arbitrator as provided by this paragraph, then such arbitrator not so appointed shall be appointed as provided in Subparagraph (b).

(e) The expense of any such arbitration shall be borne as the arbitrators direct.

4. Notices required or desired to be given shall be in writing and, personally given or deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive it at the above-recited addresses or to such other address as the party may from time to time direct in writing. Postal notices shall be deemed given on the third day after mailing.

5. This easement and agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and its and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument this 30TH day of AUGUST, 1985.

Witness:

Richard A. [Signature]

AMERICAN PHOTO GROUP CORP.

BY [Signature]
VICE President

Attest:

(SEAL)
Secretary

Witness:

[Signature]

UPLAND INDUSTRIAL DEVELOPMENT
COMPANY

BY [Signature]
President

Attest:

[Signature] (SEAL)
Assistant Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4th day of September, 1985, before me, a Notary Public in and for said County in the State aforesaid, personally appeared A.P. Victors, to me personally known, and to me personally known to be _____ President of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is _____ President of UPLAND INDUSTRIAL DEVELOPMENT COMPANY; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said A.P. Victors acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

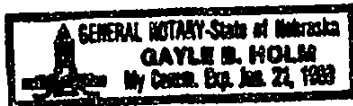
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 1-21-89.

Gayle B. Holm
Notary Public

Residing at Omaha, Nebraska

(S E A L)



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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 30th day of AUGUST, 1985, before me, the undersigned, a Notary Public in and for said County in the State aforesaid, personally appeared RANDI ALBERTSON to me personally known, and to me personally known to be VICE President of AMERICAN PHOTO GROUP CORP. and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is VICE President of AMERICAN PHOTO GROUP CORP., that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said RANDI ALBERTSON acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires 8-19-86.

[Signature]
Notary Public

Residing at S.L.E. UTAH

(SEAL)

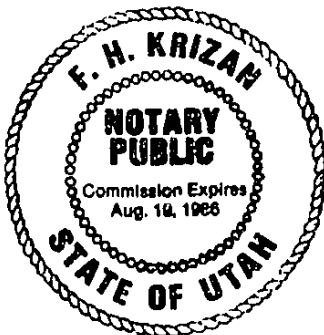
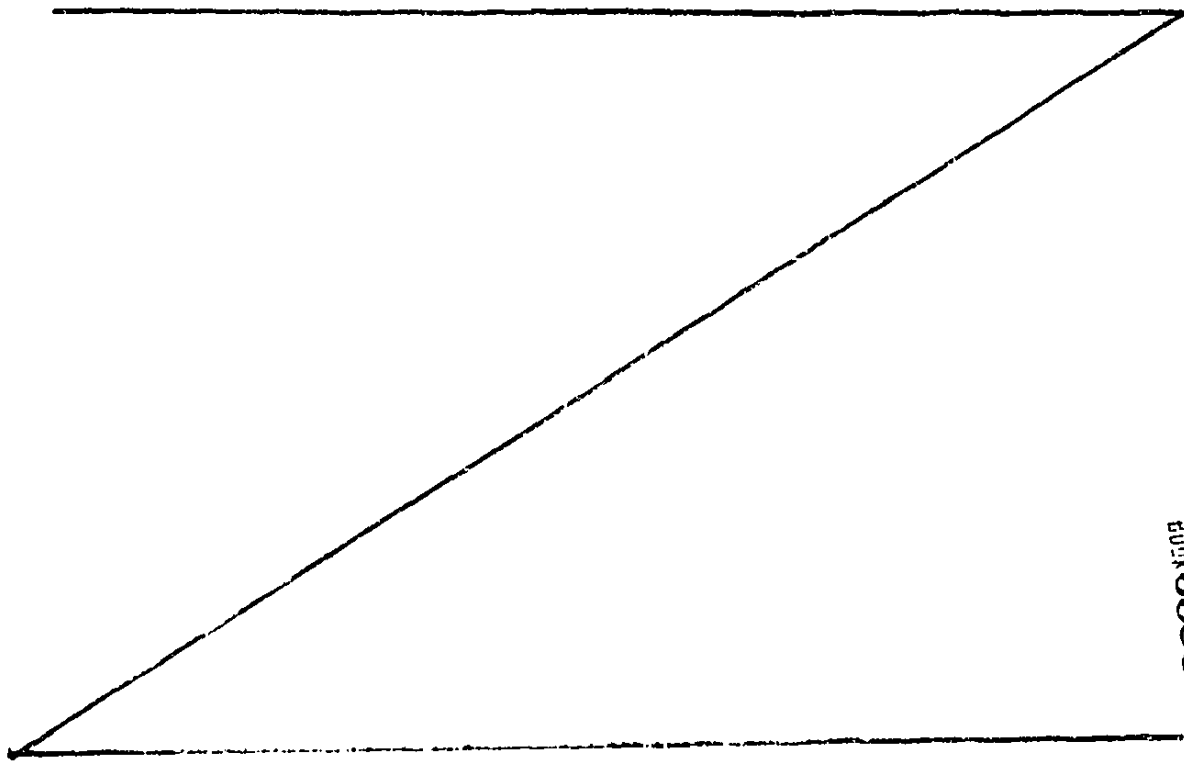


EXHIBIT A

A parcel of land being a portion of Lot 1, Centennial Industrial Park, Phase III, located in Section 17, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, recorded September 23, 1977, as Entry No. 3001204, in the Office of the Recorder of said County, bounded and described as follows:

BEGINNING at a point South 89 degrees 56 minutes 40 seconds East 62.01 feet and South 89 degrees 50 minutes 04 seconds East 174.13 feet from the Southwest Corner of said Lot 1, and running thence North 02 degrees 15 minutes 36 seconds West 26.12 feet to the North Line projected of an existing rolled gutter; thence South 89 degrees 51 minutes 25 seconds East along said North Line 555.98 feet; thence North 77 degrees 24 minutes 26 seconds East along said North Line 26.33 feet; thence South 89 degrees 51 minutes 25 seconds East along said North Line 10.05 feet to the East Line of said Lot 1; thence South 00 degrees 09 minutes 56 seconds West along said East Line 32.13 feet to the South Line of Grantors Property; thence North 89 degrees 50 minutes 04 seconds West along said South Line 590.61 feet to the Point of BEGINNING. Contains 0.359 Acres. (15,626 Square Feet).



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