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RECORD & RETURN TO:
NORTHERN AUTOMOTIVE CORPORATION
645 E. Missouri Ave., Ste. 400
Phoenix, AZ 85012 (Re: #805)

6553134
01/21/97 2:49 PM 36.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
NORTHERN AUTOMOTIVE CORP
PO BOX DRAWER 6030
PHOENIX AZ 85005
REC BY:V ASHBY DEPUTY - MP

FENCE AGREEMENT

Parties

THIS FENCE AGREEMENT ("Agreement") is made as of the 6th day of November 1995 by and between NORTHERN AUTOMOTIVE CORPORATION, an Arizona corporation ("NAC"), JANICE H. MARKS & DON H. MARKS, CO-TRUSTEES OF THE JANICE H. MARKS LIVING TRUST DATED FEBRUARY 14, 1991 and AMENDED ON DECEMBER 12, 1991, and DON H. MARKS, a married man as his sole and separate property. JANICE H. MARKS and DON H. MARKS are referred to collectively in this Agreement as "MARKS."

Recitals

- A. MARKS is the owner of that certain real property located in Salt Lake City, Utah which is legally described as set forth in attached EXHIBIT "A." ("Marks Parcel")
- B. NAC is the tenant pursuant to a lease and the current occupant of that certain real property located in Salt Lake City, Utah which is legally described as set forth in attached EXHIBIT "B." ("NAC Parcel")
- C. The NAC Parcel and the Marks Parcel are contiguous to each other as schematically shown on the "Plat Map" attached to this Agreement as EXHIBIT "C" and the "Site Plan" attached as EXHIBIT "D."
- D. NAC desires to construct a masonry block fence ("Fence") wholly on the Marks Parcel near and parallel to the southerly property line of the Marks Parcel as shown on the Site Plan. (EXHIBIT "D").

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THEREFORE, in consideration of the above recitals and other good and valuable consideration, the adequacy and sufficiency of which are acknowledged, the parties agree as follows:

A g r e e m e n t s

1. Term: This Agreement shall take effect on the date shown above in the unnumbered paragraph captioned "Parties" and shall terminate at the time NAC shall have paid the money and terminated its obligations under this agreement as specified in Paragraph 7, unless NAC elects not to construct the Fence. If NAC should not construct the Fence within twelve (12) months from the date of this Agreement, this Agreement shall become null and void, of no further effect and neither party shall have any further obligations hereunder.

2. Location Of Fence:

A. NAC, at its option and at its sole cost and expense, may construct the Fence wholly on the Marks Parcel only near and parallel to the southerly property line of the Marks Parcel as shown on the "Site Plan" (EXHIBIT "D").

B. NAC represents and warrants that it will not permit any part of the Fence (including the foundation/footings) to encroach on abutting, contiguous or adjacent properties owned by others.

3. Right Of Entry Onto Marks Parcel:

A. NAC, its employees, agents and contractors, shall have the right to enter onto the Marks Parcel for purposes of planning, constructing, maintaining and repairing the Fence

prior to construction, during construction and after completion during the term of NAC's maintenance obligation specified in Paragraph 6.

B. The right of entry granted by Marks shall constitute a revocable license (permissive entry) and shall not ripen into an easement of any kind or ripen into a perpetual maintenance obligation by the passage of time or by NAC's expenditure of capital and labor during the term of this Agreement.

4. Removal Of Chainlink Fence: NAC, its employees, agents and contractors, shall have the right to remove the existing chainlink fence and otherwise clear the affected area of the Marks Parcel as reasonably necessary to plan and construct the Fence.

5. Fence Height/Length:

A. The Fence will begin near the Southeasterly corner of the Marks Parcel (Point A) at a height of approximately three (3) feet and will extend at that height in a Westerly direction parallel to the Southerly property line of the Marks Parcel for an approximate distance of twenty-five (25) feet to Point B.

B. The Fence will extend from said Point B at an approximate height of eight (8) feet in said Westerly direction (parallel to the Southerly property line of the Marks Parcel) and shall end near the Southwesterly corner of the Marks Parcel (Point C); however, the Fence shall not extend beyond the Westerly property line of the Marks Parcel.

C. NAC may fix the height of the Fence at less than eight (8) feet or may adjust the height of the Fence to comply with standards, specifications, limitations and restrictions imposed

by applicable zoning, building and safety codes and other governmental controls.

6. Plans, Specifications, Permits: NAC shall be responsible for preparing or purchasing all plans and specifications, obtaining all permits and approvals and employing all contractors required to construct the Fence. The owners of the Marks Parcel agree to cooperate with NAC at all times in obtaining all permits and approvals required to construct the Fence. The term "cooperation," as used in this paragraph, shall include without limitation the signing of documents related to the permitting process.

7. Maintenance Obligation/Term/Termination:

A. Upon completion, NAC shall maintain the Fence in reasonable condition at all times, ordinary wear and tear excepted. The duty to maintain the Fence shall be the sole obligation of NAC.

B. If NAC should vacate the NAC parcel at any time prior to the termination of its lease, NAC, at its sole option, may terminate at that time its obligation to maintain the Fence and NAC's right of entry onto the Marks Parcel (granted to NAC by Paragraph 3). In any event, NAC's obligations and rights shall terminate upon the termination of NAC's lease of the NAC Parcel. Upon the termination of NAC's obligations and rights under either of the circumstances described in this paragraph, NAC shall pay the sum of Two Thousand Five Hundred Dollars (\$2,500) to Marks or to any successor in interest to the Marks Parcel.

C. This Agreement shall terminate at the time NAC shall have terminated its maintenance obligation and right of entry and paid the money as specified in Paragraph 7.B.

8. NAC's Warranties Re: Construction Costs & Liens:

NAC represents and warrants the following to Marks:

A. NAC will pay the full cost of the Fence in a timely manner.

B. NAC will not do any act which could result in the filing or attachment of liens to the Marks Parcel.

C. NAC will take promptly and diligently whatever action may be necessary to release, remove or expunge any lien filed against the Marks Parcel as a result of the Fence construction.

9. Indemnification:

A. NAC agrees to indemnify and hold harmless the present owners and tenant of the Marks Parcel and their respective successors in interest from all costs, expenses, damages, injury to person and property, demands, obligations, debts, actions, causes of action and claims of every kind whatsoever arising out of entry onto the Marks Parcel by NAC, its employees, agents and contractors to plan, construct, maintain and repair the Fence.

B. If the present owners of the Marks Parcel or their tenant, or both of them (or their respective successors in interest) are made a party[ies] involuntarily to any action or proceeding arising out of NAC's construction or maintenance of the Fence, NAC shall undertake the defense of said owner(s) or tenant(s) (or both of them) immediately upon being notified of said action.

C. NAC agrees to provide course of construction liability insurance at its expense which names both NAC and Marks as insured persons. NAC, in its sole discretion, may select policy coverages and monetary limits. NAC shall provide Marks with a certificate of insurance (or other evidence of insurance) prior to construction confirming the covered hazards, policy limits and identification of insured persons.

10. Default: If either party should default in the performance of any of their obligations hereunder and fail to cure said default within fifteen (15) calendar days from receipt of notice of said default, the non-defaulting party shall have the right to pursue all remedies available at law or in equity. The prevailing party in any litigation shall be entitled to recover its reasonable attorney's fees and costs.

11. Notices: The parties addresses for notice are as follows:

NAC: NORTHERN AUTOMOTIVE CORPORATION
645 East Missouri Avenue
Phoenix, Arizona 85012
Attention: General Counsel

MARKS: JANICE H. MARKS
DON H. MARKS
10573 West Pico Boulevard, #28
Los Angeles, California 90064

12. Effect of Covenants:

A. So long as this Agreement remains in effect, the rights, privileges and obligations of NAC hereunder shall be solely those of NAC, its successors and assigns as tenants, and shall not be deemed to run with the land described as the "NAC PARCEL" (EXHIBIT "B").

B. The rights, privileges and obligations of Marks hereunder shall be deemed to run with the land described as the "MARKS PARCEL" (EXHIBIT "A").

13. Marks Warranty Of Ownership: Janice H. Marks and Don H. Marks, in their fiduciary capacities as Trustees of the Janice H. Marks Living Trust, and Don H. Marks in his individual capacity, represent and warrant that collectively they own One Hundred Percent (100%) of the fee simple title to the Marks Parcel and have full authority to enter into this Agreement.

14. NAC Warranty Of Authority: NAC represents and warrants that NAC has full authority to enter into this Agreement and that the persons executing this Agreement on behalf of NAC are authorized to do so.

15. Recordation Of Agreement: At either party's option, a signed counterpart or signed memorandum of this Agreement may be recorded in the office of the Salt Lake County, Utah County Recorder and shall affect only the land described in this Agreement as the "Marks Parcel" (EXHIBIT "A").

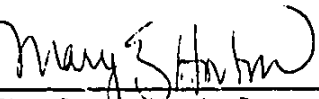
16. Counterparts: This Agreement may be executed in as many counterparts as the parties shall deem convenient. Each such counterpart executed by all of the parties shall be deemed to constitute one and the same agreement.

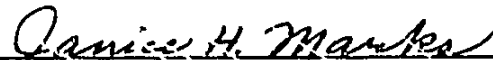
17. Captions: Paragraph captions are inserted in this Agreement for convenience only and shall be of no legal effect whatsoever in construing or interpreting the paragraphs so entitled.

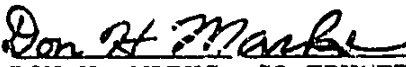
IN WITNESS WHEREOF the parties have executed this Agreement
as of the date shown above in the unnumbered paragraph captioned
"Parties" with the intent of being legally bound by its provisions.

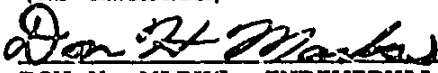
NORTHERN AUTOMOTIVE CORPORATION
an Arizona corporation

By 
Its Vice-President.

By 
Its Assistant Secretary


JANICE H. MARKS, CO-TRUSTEE,
Janice H. Marks Living Trust
dated February 14, 1991
(as amended)


DON H. MARKS, CO-TRUSTEE,
Janice H. Marks Living Trust
dated February 14, 1991
(as amended)


DON H. MARKS, INDIVIDUALLY,
a married man as his sole and
separate property

[See Acknowledgements - Next Page]

ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 6th day of November, 1995, before me, the undersigned Notary Public, personally appeared Marc E. Peterson and Mary Z. Horton Assistant to me known to be the Vice President and Secretary, respectively, of **NORTHERN AUTOMOTIVE CORPORATION**, an Arizona corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Lee M. Hopkins
Notary Public

My commission expires:

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

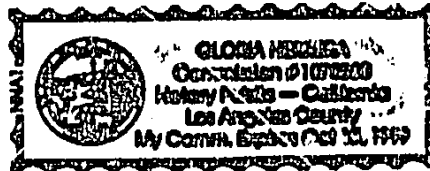
On Nov 13, 1995, 1995 before me, GLORIA HERRERA, a Notary Public in and for said County and State, personally appeared Janice H. Marks and Don H. Marks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Gloria Herrera
Signature of Notary

Printed or typed name of Notary

Notary Public in and for said
County and State



[This space for notary seal or stamp]

EXHIBIT "A"

MARKS PARCEL

LEGAL DESCRIPTION

The land described below is in the STATE OF UTAH,
COUNTY OF SALT LAKE:

Commencing at a point 105.5 feet South from the
Northeast corner of Lot 8, Block 57, Plat C, Salt
Lake City Survey and running thence South 68.5
feet; thence West 198 feet; thence North 9 feet;
thence East 80 feet; thence North 24.75 feet;
thence East 22 feet; thence North 33 feet; thence
East 30 feet; thence North 1.75 feet; thence East
66 feet to the point of beginning.

EXHIBIT "A"

BK7581PG0518

EXHIBIT "B"

N A C P A R C E L

L E G A L D E S C R I P T I O N

The land described below is in the STATE OF UTAH,
COUNTY OF SALT LAKE:

Commencing at a point 66 feet (4 rods) West from the
Northeast corner of Lot 8, Block 57, Plat "C," Salt Lake
City Survey, and running thence South 107.25 feet
1(6 1/2 rods); thence West 30 feet; thence South 33 feet
(2 rods); thence West 22 feet; thence South 24.75 feet;
thence West 80 feet; thence North 165 feet (10 rods);
thence East 132 feet (8 rods) to the point of beginning.

EXHIBIT "B"

P L A T M A P

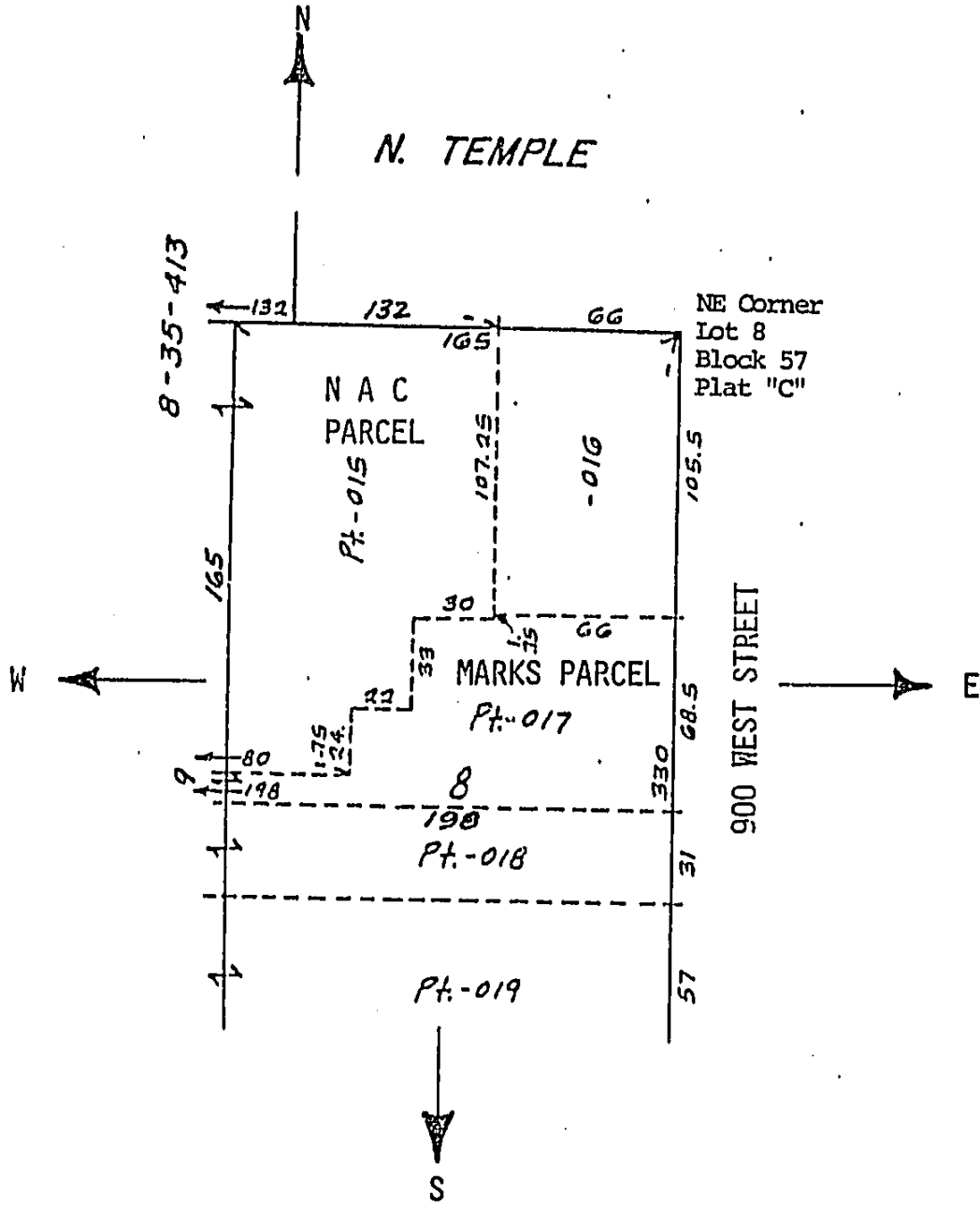


EXHIBIT C

BK 7581 P60520

New 3' HIGH portion

New 8' HIGH MAGNETIC BLOCK FENCE

Approx. 25' Setback before 8' Fence

S

DRIVEWAY

RADIO SHACK

Marks Parcel

N

900 WEST STREET

GAS STATION

CHECKER AUTO

EXHAUST SYSTEM STORES

NAC Parcel

DRIVEWAY

NORTH TEMPLE STREET

EXHIBIT D

[No Scale]

#805

BK 7581 PG0521