

8754014
07/31/2003 12:45 PM 202.00
Book - 8853 Pg - 2975-2985
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: SBM, DEPUTY - WI 11 P.

When recorded return to:
Ms. Adele E. Lucas-8313
Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Salt Lake City Wal-Mart

ACCESS EASEMENT

THIS ACCESS EASEMENT is made as of the 23 day of SEPTEMBER 2002, by and between Wal-Mart Stores, Inc., a Delaware corporation ("Wal-Mart") and Hafers 1388 Properties, L.C., a Utah limited liability company ("Hafer").

Recitals

A. Wal-Mart is the fee simple owner of the real property located within Salt Lake City, Utah, described on Exhibit "A" attached hereto and incorporated herein (the "Wal-Mart Property")

B. Hafer is the fee simple owner of the real property located within Salt Lake City, Utah, described on Exhibit "B" attached hereto and incorporated herein (the "Hafer Property").

C. Access to the Hafer Property was formerly made through a public right of way known as Albermarle Avenue. Albermarle Avenue was vacated in connection with the pursuit of the approvals necessary to develop the Wal-Mart Property. Accordingly, Hafer desires to obtain a non-exclusive easement for ingress and egress over a portion of the Wal-Mart Property for the benefit of the Hafer Property. The specific location of such easement (the "Access Easement") is described on Exhibit "C" attached hereto and incorporated herein.

Agreement

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wal-Mart hereby grants to Hafer the following non-exclusive easement for ingress and egress subject to the hereinafter stated terms and conditions:

1. Access Easement. Wal-Mart hereby grants to Hafer a nonexclusive perpetual easement for vehicular and pedestrian ingress and egress (but not parking) over and across the Access Easement to be used nonexclusively by Hafer and its tenants, customers, suppliers and employees, associated with business operation located on the Hafer Property.

2. Indemnification/Insurance.

(a) Indemnification. Hafer shall indemnify and hold harmless Wal-Mart for damages or liability to persons or property that might arise from the use of the Access Easement by Hafer, its tenants, customers, suppliers and employees (collectively, "Hafer Invitees"), for ingress and egress to and from the Hafer Property.

(b) Insurance. Hafer shall (on or before that date which any Hafer Invitee makes use of the Access Easement) procure and maintain in full force and effect throughout the term of this Easement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Hafer Property and the Access Easement (which, with respect to the Access Easement, were caused or alleged to be caused by the Hafer Invitees), such insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Hafer shall provide Wal-Mart with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Hafer which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart. In the event that said insurance coverage is cancelled or lapses, Hafer rights granted pursuant to this Agreement shall be suspended until such time as Hafer provides Wal-Mart with evidence satisfactory to Wal-Mart that such insurance coverage has been reinstated. Wal-Mart shall have the right to take any necessary actions to enforce the suspension of Hafer rights granted hereunder.

3. Construction of Improvements on the Access Easement. Hafer shall not have the right to make improvements to the Access Easement. Wal-Mart shall have the sole right to make improvements to the Access Easement. All such improvements shall be constructed in conjunction with the development of the Wal-Mart Property by Wal-Mart. The scope and extent of such improvements shall be determined by Wal-Mart in its discretion, provided however, Wal-Mart shall coordinate with Hafer so that the access opening to the Hafer Property is located in such a manner as to conveniently serve the Hafer Property. Hafer acknowledges that during the development of the Wal-Mart Property, the Access Easement will at times be limited. Wal-Mart shall make reasonable accommodations during such period to provide alternative access to the Hafer Property.


4. Maintenance of the Access Improvements. Wal-Mart, at its sole cost and expense, shall maintain the Improvements located on the Access Easement. Said maintenance shall be substantially similar in character to the maintenance of other similar improvements from time to time located on the Wal-Mart Property.

5. Non-Public Grant. Nothing contained herein shall be construed or interpreted to mean a grant to any public agency or governmental authority.

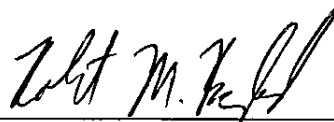
6. Successors. The rights and obligations contained herein shall run with the titles to the Hafer Property, the Wal-Mart Property and the Access Easement, and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Wal-Mart and Hafer have executed this instrument as of the day and year first above-written.

ATTEST:


Assistant Secretary

WAL-MART STORES, INC., a Delaware corporation

By: 

Its: Assistant Vice President

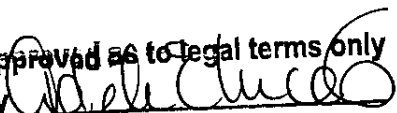
Date: 9-26-02

HAFERS 1388 PROPERTIES, L.C., a Utah limited liability company

By: _____

Its: _____

Date: _____

Approved as to legal terms only
by 

Wal-Mart Legal Team

Date: 9-26-02

6. Successors. The rights and obligations contained herein shall run with the titles to the Hafer Property, the Wal-Mart Property and the Access Easement, and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Wal-Mart and Hafer have executed this instrument as of the day and year first above-written.

ATTEST:

WAL-MART STORES, INC., a Delaware corporation

Assistant Secretary

By: _____

Its: Assistant Vice President

Date: _____

HAFERS 1388 PROPERTIES, L.C., a Utah limited liability company

By: *Ralph W. Hafer*

Its: *Member*

Date: *9/23/02*

State of UTAH

County of SALT LAKE

The foregoing instrument was acknowledged before me this 23rd day of SEPTEMBER, 2002, by _____, an Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the trust.

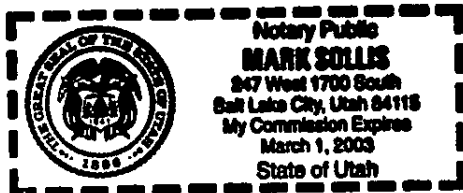
Notary Public

State of UTAH

County of SALT LAKE

The foregoing instrument was acknowledged before me this 23rd day of SEPTEMBER, 2002, by RALPH C. HAFFER, the MEMBER of Hafers 1388 Properties, L.C., a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

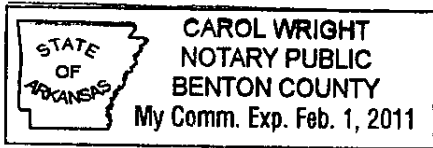


Mark Solis
Notary Public

State of ARKANSAS

County of BENTON

The foregoing instrument was acknowledged before me this 26th day of September, 2002, by ROBERT M. BEDARD, an Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the trust.



Carol Wright
Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, the _____ of Hafers 1388 Properties, L.C., a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

Notary Public

EXHIBIT A

Wal-Mart Property

PARCEL 1:

All of Lots 1 through 56, Block 5, DESKYS SECOND ADDITION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

TOGETHER WITH all of the vacated alley ways and streets abutting said land.

LESS AND EXCEPTING THEREFROM:

Beginning at the Northeast corner of Lot 52, Block 5, DESKYS SECOND ADDITION; and running thence South 0° 01'06" East 155.0 feet; thence West 11.79 feet; thence North 0° 32'51" East 155.0 feet; thence East 10.25 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM:

Beginning at the Northeast corner of Lot 48, Block 5, DESKYS SECOND ADDITION; and running thence South 0° 01'06" East 105.0 feet; thence West 10.25 feet; thence North 0° 32'51" East 138.0 feet; thence East 8.895 feet; thence South 0° 01'06" East 33.00 feet to the point of beginning.

ALSO:

Lots 1 through 56, Block 6, DESKYS SECOND ADDITION, according to the official plat thereof, recorded in the office of the County Recorder, County of Salt Lake, State of Utah.

TOGETHER WITH all of the vacated alley ways and streets abutting said land.

LESS AND EXCEPTING THEREFROM:

Beginning at the Northeast corner of Lot 48, Block 6, DESKYS SECOND ADDITION; and running thence South 0° 10'06" East 293.0 feet; thence West 8.895 feet; thence North 0° 32'51" East 293.0 feet; thence East 6.0 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM:

Commencing at a point which is 6.0 feet West of the Northeast corner of Lot 48, Block 6, DESKYS SECOND ADDITION, which point is also South 89° 56'37" West 48.00 feet along the 1300 South Street monument line of South 0° 01'06" East 43.43 feet from the Salt Lake City Monument in the intersection of 1300 South and 300 West Street; and running thence South 0° 31'57" West 37.57 feet; thence North 42° 24'54" West 39.51 feet; thence South 89° 14'17" West 121.77 feet; thence South 89° 56'37" West 174.00 feet; thence North 89° 21'38" West 383.26 feet; thence South 57° 36'49" West 16.58 feet; thence North 0° 00'59" West 15.50 feet along the

West property line; thence South 89° 56'33" East 720.00 feet along the North property line to the point of beginning.

PARCEL 2:

All of Lots 13 through 36, inclusive, together with the vacated alley, Block 4, DESKYS SECOND ADDITION, according to the official plat thereof, recorded in Plat Book B, at Page 109, in the office of the County Recorder, County of Salt Lake, State of Utah.

PARCEL 3:

Beginning at a point 33.0 feet West and 100.83 feet North from the Southeast corner of Lot 10, Block 9, Five Acre Plat "A", Big Field Survey; and running thence West 138.92 feet to the East Line of 1-15; thence Northeasterly along said line 148.81 feet; thence East 116.27 feet; thence South 147.07 feet to the point of beginning.

PARCEL 3A:

SUBJECT TO AND TOGETHER WITH a 20-foot non-exclusive right of way over the following:

Beginning at the Southeast corner of the above described property; and running thence South 10 feet; thence West to the East line of 1-15; thence Northeasterly along said line 20 feet, more or less; thence East to a point 10 feet North of the point of beginning; thence South 10 feet to the point of beginning.

PARCEL 4:

All of Lot 8 through 12 and Lots 37 through 41, Block 4 DESKY'S SECOND ADDITION, according to the official plat thereof recorded in the Office of the County Recorder.

Together with all rights in the alley to the North and South of said Lots acquired by the Vacating Ordinance dated September 18, 1953, rerecorded September 22, 1953, as Entry No. 1344905, in Book 1036, at Page 121, of Official Records.

PARCEL 5:

Beginning at a point on the North right of way line of Albermarle Avenue and the West line of 300 West Street, said point being North 89 56'35" West, 54.12 feet and North 0 32'51" East 33.00 feet from the Salt Lake City Monument in the intersection of 300 West Street and Albermarle Avenue and running thence North 89 56'35" West along said North line 713.88 feet to the East line of 400 West Street; thence South 0 01'06" East 66.00 feet to a point on the South right of way line of Albermarle Avenue, said point being South 89 56'35" East 24.18 feet and South 0 01'06" East 33.00 feet from the Salt Lake City Monument in the intersection of 400 West Street and Albermarle Avenue and running South 89 56'35" East along said South line 713.23 feet to the West line of 300 West Street; thence North 0 32'51" East along said West line 66.00 feet to the point of beginning.

EXHIBIT B

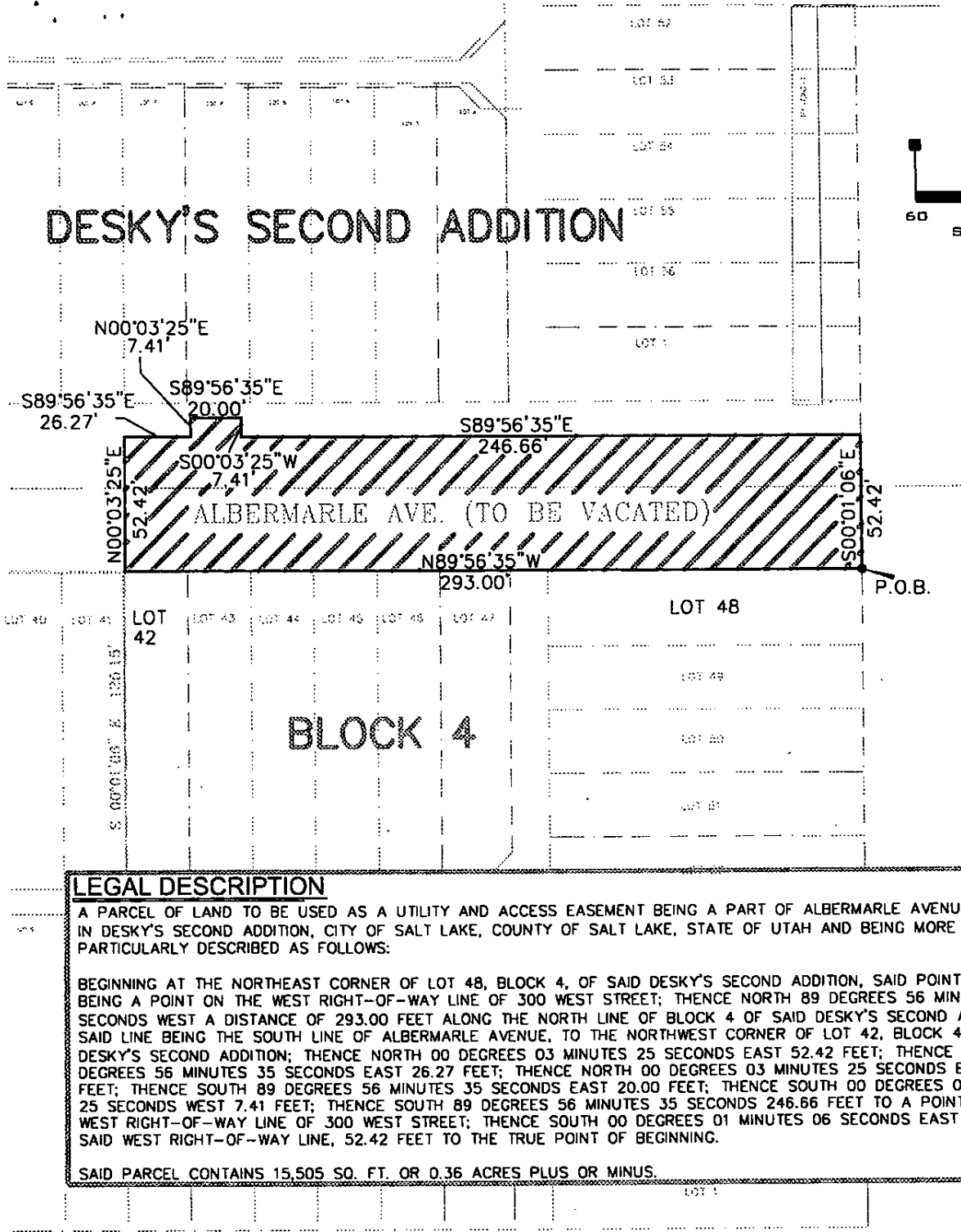
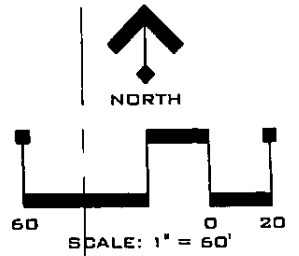
Hafer Property

All of Lots 1 through 7 and Lots 42 through 56, Block 4 DESKY'S SECOND ADDITION, according to the official plat thereof recorded in the Office of the County Recorder.

Together with all rights in the alley to the North and South of said Lots acquired by the Vacating Ordinance dated September 18, 1953, rerecorded September 22, 1953, as Entry No. 1344905, in Book 1036, at Page 121, of Official Records.

ACCESS EASEMENT EXHIBIT C

DESKY'S SECOND ADDITION



LEGAL DESCRIPTION

A PARCEL OF LAND TO BE USED AS A UTILITY AND ACCESS EASEMENT BEING A PART OF ALBERMARLE AVENUE LOCATED IN DESKY'S SECOND ADDITION, CITY OF SALT LAKE, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 48, BLOCK 4, OF SAID DESKY'S SECOND ADDITION, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 300 WEST STREET; THENCE NORTH 89 DEGREES 56 MINUTES 35 SECONDS WEST A DISTANCE OF 293.00 FEET ALONG THE NORTH LINE OF BLOCK 4 OF SAID DESKY'S SECOND ADDITION, SAID LINE BEING THE SOUTH LINE OF ALBERMARLE AVENUE, TO THE NORTHWEST CORNER OF LOT 42, BLOCK 4 OF SAID DESKY'S SECOND ADDITION; THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS EAST 52.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST 26.27 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 25 SECONDS EAST 7.41 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST 20.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 25 SECONDS WEST 7.41 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 35 SECONDS 246.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 300 WEST STREET; THENCE SOUTH 00 DEGREES 01 MINUTES 06 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 52.42 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 15,505 SQ. FT. OR 0.36 ACRES PLUS OR MINUS.

HOPE AVENUE

BK 8853 PG 2985

D10128
REV #: 9-09-02 0

WAL-MART SUBDIVISION
1300 S. 400 W.
SALT LAKE CITY, UTAH

CLC ASSOCIATES
350 SOUTH 400 EAST
SUITE 304
SALT LAKE CITY
UTAH 84111
P 801 363 5605
F 801 363 5604
CLCASSOC.COM
ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING



SHEET 1

ACCESS

EASEMENT