

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

04/10/97 11:16 AM 6616190 23-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY R ZITO DEPUTY - WI

Chevron U.S.A. Inc.
P. O. Box 5004
San Ramon, CA 94583-0804
Attn: Mr. W. T. Scudder

6616190

ATTACHMENT 1

7-4323

EASEMENT AGREEMENT

This Easement Agreement made this 1st day of January, 1997, by and between
MARIEMONT HOLDINGS, LLC, hereinafter referred to as First Party and CHEVRON U.S.A.
INC., hereinafter referred to as Second Party.

WITNESSETH:

WHEREAS, on or about the 5th day of September 1979, First Party's predecessors in
title, South Village, Inc., and Second Party, entered into a prior Easement Agreement (the "Prior
Agreement") recorded in Book 4961 at pages 537-541, Office of the County Recorder of Salt
Lake County, State of Utah, providing for a mutual easement over the same tract of land in Salt
Lake County, Utah which is the subject of this Easement Agreement and which is more
particularly described in Exhibit C attached hereto; and

WHEREAS, the parties hereto wish to enter into this new Easement Agreement providing
for a mutual easement and joint rights in and to the tract of land described in Exhibit C hereto for
a term of ten (10) years after the date and year first above written, on the terms and conditions
hereinafter provided.

Now, therefore, in consideration of the joint execution and delivery of this Easement
Agreement and for other consideration, the receipt and sufficiency of which are hereby
acknowledged, First Party and Second Party agree to grant each unto the other a mutual easement
on the following terms and conditions:

1. That certain tract of land forty (40) feet in width and more particularly described
in Exhibit C attached hereto and by this reference made a part hereof shall be
used by First Party and Second party, and their affiliate and subsidiary entities
and corporations, for ingress and egress over, upon and across same for access
to and from the two tracts of land owned respectively by Second Party and First
Party and described respectively in Exhibits A and B attached hereto. This will

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confirm the grant and agreement of the parties for each such party to possess a non-exclusive right of ingress and egress over the said premises described in Exhibit C for access to and from the said tracts of land described in Exhibits A and B.

2. First Party and Second Party each represents that it has authority to enter into this Easement Agreement and grant unto the other the mutual easement and rights herein provided, subject to any encumbrances, restrictions, rights of way, and easements of record. First Party and Second Party each represents, however, that it has no actual knowledge of any encumbrances, restrictions, rights of way, or easements that would preclude or materially interfere with the use of the mutual easement and rights herein provided.
3. The mutual easement and joint rights in and to the tract of land more particularly described in Exhibit C shall extend for a term ending ten (10) years after the date and year first above written; provided, however, that said term may be extended by the mutual written agreement of the parties.
4. The parties hereby acknowledge that Second Party has underground facilities consisting of underground storage tanks, lines and associated hardware and equipment located in and under that portion of the land described in Exhibit A owned by Second Party. The parties further acknowledge that either party may utilize the respective portion of the land owned by such party within the mutual easement for that party's installation, use, maintenance, removal and replacement of underground facilities and associated hardware and equipment in connection that party's use and enjoyment of its contiguous property. The parties also acknowledge that as a consequence of the matters recited in this paragraph, it may become necessary in the future for either Party to excavate portions of the Exhibit C easement area for the purpose of repair, maintenance, monitoring, replacement and installation of such party's underground facilities. As it becomes necessary to use the Exhibit C easement area for the aforesaid purposes, the same shall be accomplished at the cost of the party undertaking such work and shall be accomplished in a way which will minimize interference with the Exhibit C easement area. Following any such work, the Exhibit C easement area shall be reasonably restored at the cost of the party undertaking such work to its condition immediately prior to the commencement of such work.
5. First Party and Second Party agree that they will share the cost of maintaining the easement area surface in equal shares as suitable maintenance is required.
6. First Party agrees to indemnify, hold harmless and defend Second Party from and against claims, losses, or damages for personal injury or damage to property resulting from First Party's use of the mutual easement granted hereunder, except to the extent such claims, losses or damages were caused by the

negligence or willful misconduct of the Second Party. Second Party agrees to indemnify, hold harmless and defend First Party from and against claims, losses, or damages for personal injury or damage to property resulting from Second Party's use of the mutual easement granted hereunder, except to the extent such claims, losses or damages were caused by the negligence or willful misconduct of the First Party.

7. This Easement Agreement shall bind and shall also inure to the benefit of the successors and assigns of the parties hereto.

EXECUTED the day herein first above written.

MARIEMONT HOLDINGS, LLC

By 

Its Managing Partner

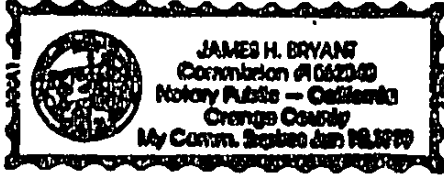
CHEVRON U.S.A. INC.

By Mark Nel

Its Atty in Fact

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

On JANUARY 29, 1997, before me, JAMES H. BRYANT, Notary Public
personally appeared MARK A. NELSON personally known to me (or
~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same
in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

James H. Bryant
Signature of Notary Public

My commission expires: JUNE 18, 1999

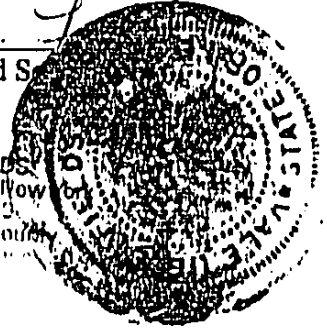
STATE OF ~~UTAH~~ New York)
) ss:
COUNTY OF ~~SALT LAKE~~ New York)

The foregoing instrument was acknowledged before me this 25th day of
February, 1997, by Clement C. Moore II.

Valerie E. Fields
Notary Signature and Seal

My commission expires: _____

VALERIE E. FIELDS
Notary Public, State of New York
No. 24-4764153
Qualified in Kings County
Commission Expires September 1997



Exhibits A, B, and C attached to Easement Agreement dated January 1, 1997 by and between Mariemont Holdings, LLC and Chevron U.S.A. Inc.

Exhibit A

Beginning at a point S.0°21'30"E. 53.00 feet and S.89°12'10"E. 53.00 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 115.00 feet;
thence S.0°21'30"E. 135.87 feet;
thence N.89°12'10"W. 115.00 feet;
thence N.0°21'30"W. 135.87 feet to the point of beginning.

Contains 0.3586 acres, more or less.

The aforesaid Monument is more particularly described as follows:

- (i) Said Monument is situated at the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian;
- (ii) Said Monument is situated N.29°33'10"W. 44.81 feet from a point described as an "iron pipe w/brass cap, corner used in some surveys" in the Salt Lake County Surveyor's Office Area Reference Plat for Section 8, Township 3 South, Range 1 East, which point in some documents of record has been referred to as the "Northwest corner" of said Section 8;
- (iii) Said Monument as shown in said Area Reference Plat is situated at the intersection of the center lines of 9400 South Street and 700 East Street.

Exhibit B

Beginning at a point S.0°21'30"E. 53.00 feet and S.89°12'10"E. 168.00 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 20.00 feet;
thence S.0°21'30"E. 135.87 feet;
thence N.89°12'10"W. 20.00 feet;
thence N.0°21'30"W. 135.87 feet to the point of beginning.

The aforesaid Monument is more particularly described in Exhibit A above.

Exhibit C

Beginning at a point S.0°21'30"E. 53.00 feet and S.89°12'10"E. 148.00 feet from the Monument at the intersection of 9400 South Street and 700 East Street, and running:

thence S.89°12'10"E. 40.00 feet;

thence S.0°21'30"E. 135.87 feet;

thence N.89°12'10"W. 40.00 feet;

thence N.0°21'30"W. 135.87 feet to the point of beginning.

The aforesaid Monument is more particularly described in Exhibit A above.

ACCOMODATION RECORDING ONLY
FOUNDERS TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY
SUFFICIENCY OR ASPECT OF THIS
DOCUMENT OR THE RECORDING THEREOF