

RECORDED RETURN TO:
 RANDALL K. BARTON, ESQUIRE
 c/o David J. Petersen
 1030 North 400 East
 North Salt Lake, Utah 84054

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 9/16/2011 11:52:00 AM \$31.00
 Book - 9950 Pg - 4616-4625
 Gary W. Ott
 Recorder, Salt Lake County, UT
 INTEGRATED TITLE INS. SERVICES
 BY: eCASH, DEPUTY - EF 10 P.

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement"), effective as of the 13 day of September, 2011 made and entered into by and between COTTONTREE PARTNERS LIMITED, an Idaho limited partnership by CTP, Inc., an Idaho corporation, its General Partner (hereinafter sometimes "Parcel 2 Owner" and "Parcel 3 Owner") and COTTONTREE HOPITALITY GROUP, an Idaho limited partnership by CHG, Inc., an Idaho corporation, its General Partner (hereinafter sometimes "Parcel 1 Owner"), hereinafter collectively referred to as "Owners".

ARTICLE I RECITALS

1.01 Description of Property. The real property is described in Exhibit "A" attached hereto ("Parcel 1"), Exhibit "B" attached hereto ("Parcel 2"), and Exhibit "C" attached hereto ("Parcel 3").

1.02 Access Easement. Parcel 3 is currently used as a hotel site and as such desires an access easement in its favor from the other parcels. Parcel 2 is currently used as a restaurant site and as such desires an access easement in its favor from the other parcels. Parcel 1 is currently used as an automotive oil and lube service center site and a portion of Parcel 1 is undeveloped vacant land and as such desires an access easement in its favor from the other parcels including such access as may be needed for future development of the vacant land.

1.03 Intent of Owners. The Owners desire to grant a mutual and reciprocal perpetual easement for access and related uses for the perpetual use and benefit of Parcel 1, Parcel 2, and Parcel 3 as more particularly described below

ARTICLE II GRANT OF EASEMENT

2.01 Easement for Access. The Parcel 1 Owner hereby grants on and across Parcel 1 for the benefit of Parcels 2 and 3, the Parcel 2 Owner hereby grants on and across Parcel 2 for the benefit of Parcels 1 and 3, the Parcel 3 Owner hereby grants on and across Parcel 3 for the benefit of Parcels 1 and 2 and Owners' successors and assigns, tenants, contractors, employees, agents, customers, licensees and invitees, and the subcontractors, employees, agents, customers, licensees, and invitees of such tenants, for their mutual benefit a perpetual and irrevocable nonexclusive easement in common with each granting Party across paved and identified driveway for ingress and egress by vehicular, pedestrian, and other traffic as required for access as specifically identified on Exhibit "D" attached hereto. Nothing contained herein shall be interpreted to restrict or limit the access to or maximizing available parking for any Parcel that

may be required for zoning or use purposes including parking that might encroach into the described easements as long as such parking does not unreasonably interfere with the intended use of the easements.

2.02 General Easement Restrictions. Notwithstanding the foregoing or anything in this Agreement to the contrary, the following shall apply. Any parcel Owner may restrict use of their respective Parcels: (a) not more than one (1) time per calendar year, not to exceed twenty-four (24) consecutive hours, as reasonably required and as recommended by legal counsel if necessary, appropriate, or helpful for the purpose of preventing any public dedication of, the creation of any prescriptive rights, adverse possession of, or other similar rights with respect to a Party's Parcel; (b) not more than four (4) times per calendar year, as reasonably required for cleaning, maintenance, restriping, repairs, resurfacing, or other similar work with respect to any occurrence of any emergency threatening imminent bodily injury or death to any person, or imminent Parcel damage; or (d) if such restricted use is the result of any circumstance out of the reasonable control of an Owner, such as but not limited to, an Act of God, war, insurrection, riot, fire, act of terror, imposition of martial law, any natural disaster, flooding, storm, rain, snow, sleet, or other similar event, the use of the Owner's Parcel so affected may be restricted for such period of time reasonably required for the Owner to remediate such event and restore reasonable physical access, provided that the Owner diligently acts to remediate the effect of such event. No payment or assessment shall be permitted as a result.

2.03 Improvements. Nothing in this Agreement shall prohibit or restrict in any way the ability of a Parcel Owner to construct buildings or other improvements on their respective Parcels or to reconfigure any parking areas or driveway areas; provided, however, that no buildings, structures, fences, walls, or other improvements may be installed to prohibit access or otherwise unreasonably interfere with the easement granted herein so long as this Agreement shall remain in effect.

2.04 Maintenance of Easement. The Owner of each Parcel shall have the obligation to maintain in good condition, reasonable wear and tear accepted, the driveway, parking, and sidewalk areas located on its own Parcel. In the event that an Owner refuses or neglects to perform required maintenance within ten (10) business days after written notice from another Owner, and provided that such maintenance is required in order to not materially restrict access or easement granted pursuant to this Agreement, the other Owner may cause such repair or maintenance work to be performed, but only to the extent reasonably required to restore access and may cause the non-performing Owner to pay the cost thereof upon demand.

2.05 Term. The easement granted herein shall have perpetual existence and no non-use or temporary use or permanent cessation of use of any easement areas shall cause a termination or limitation thereof.

2.06 Covenant Running With Land. The easement granted herein and the restrictions imposed hereby, and the agreements herein contained shall be easements, restrictions, and covenants running with the land, and shall inure to the benefit of, and be binding upon, the Owner and the Owner's, heirs, successors, and assigns, including, without limitation, all owners of the benefited Parcel and the burdened Parcel and all persons claiming under them.

2.07 Termination of Prior Granted Easement. The previously granted easement effecting Parcels 1, 2 or 3 and specifically referenced by recording entry number 5918545 in Book 7016 at page 1309 of official records Salt Lake County, Utah is hereby terminated upon

the recording of this Agreement.

ARTICLE III **INSURANCE AND INDEMNITY**

3.01 **Insurance Coverage.** Each Owner shall at all times maintain or cause to be maintained with respect to its Parcel in full force and effect a policy of comprehensive liability insurance, insuring the Owner against any liability arising out of the construction, use, occupancy, or maintenance of its Parcel.

3.02 **Release.** Each Owner (the "Releasor") hereby releases the other Owners (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by any insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage covered by insurance maintained by the Releasor or required to be maintained pursuant to Section 3.01 and occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

3.03 **Indemnity.** To the extent not covered by insurance required maintained by an Owner each Owner hereby agrees to indemnify and hold harmless the other Owner, its members, managers, officers, directors, agents, employees, successors and assigns, from and against any and all claims, demands, judgments, orders, payments, settlements, lawsuits, and other cash outlays whatsoever, including reasonable attorney's fees and court costs, arising solely out of the exercise of any of the easement rights granted pursuant to Article II of this Agreement, by any Party entitled to validly exercise such easement rights, and occurring on the Parcel of an Owner. The foregoing indemnity shall not extend to any of the following: (a) any claims arising out of the intentional or willful action of an Owner or other indemnified Party, or anyone under their control or direction; (b) any negligence claims arising out of the condition of an Owner's Property, including, without limitation, any latent unsafe condition thereof or any failure to maintain the same; (c) any claim made by any party not entitled to exercise easement rights granted by this Agreement; and (d) any claim arising out of the negligent or intentional actions of third parties not within the control or direction of an Owner.

ARTICLE IV **MISCELLANEOUS**

4.01 **Attorneys' Fees; Equitable Relief.** In the event any Party institutes an action or other proceeding to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other Party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding. Any Party shall be entitled to equitable relief, including specific performance, to enforce its rights hereunder.

4.02 **Severability.** The invalidity or illegality of any provision, term, or agreement

contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.

4.03 Entire Agreement. This Agreement (including its exhibits as attachments) is the sole expression of the Owners' intentions and expectations and contains all of the terms with respect to the subject matter hereof. This Agreement may not be amended or modified in any way except by a written amendment to this Agreement duly executed by all Owners.

4.04 Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this easement.

4.05 Applicable Law. This Agreement shall be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of Utah.

4.06 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed on the date set forth above.

COTTONTREE PARTNERS LIMITED, an Idaho limited partnership
By CTP, Inc., an Idaho corporation, its General Partner

By: David J. Petersen
Name: David J. Petersen
Title: President
Dated: 9-13-11

COTTONTREE HOSPITALITY GROUP, an Idaho limited partnership
By CHG, Inc., an Idaho corporation, its General Partner

By: David J. Petersen
Name: David J. Petersen
Title: President
Dated: 9-13-11

STATE OF Utah

COUNTY OF Davis

On this 13 day of September, 2011, personally appeared before me, a notary public, David J. Petersen, the President of CTP, INC., an Idaho corporation, General Partner of Cottontree Partners Limited, an Idaho limited partnership, and the President of CHG, INC. an Idaho corporation, General Partner of Cottontree Hospitality Group, an Idaho limited partnership, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Mandi Hatch
NOTARY PUBLIC

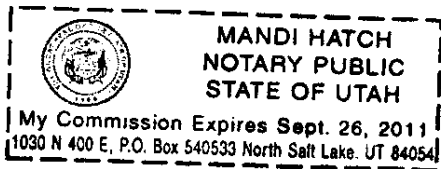


EXHIBIT "A"

BEING A PORTION OF LOT 5 AND LOT 6, BLOCK 59, PLAT "C". SALT LAKE CITY SURVEY AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTH 89°58'38" WEST 335.00 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 59, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 00°00'55" EAST 136.70 FEET; THENCE SOUTH 89°58'38" WEST 160.00 FEET; THENCE NORTH 00°00'55" WEST 37.70 FEET; THENCE SOUTH 89°58'38" WEST 66.00 FEET; THENCE NORTH 00°00'55" WEST 99.00 FEET TO THE SOUTHERLY LINE OF NORTH TEMPLE STREET; THENCE NORTH 89°58'38" EAST ALONG SAID SOUTHERLY LINE 226.00 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 08-35-478-036

EXHIBIT "B"

BEING A PORTION OF LOT 6, LOT 7 AND LOT 8, BLOCK 59, PLAT "C". SALT LAKE CITY SURVEY AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 59, PLAT "C", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'38" WEST, ALONG THE SOUTHERLY LINE OF NORTH TEMPLE STREET, 120.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°12'05" WEST, 207.25 FEET; THENCE SOUTH 89°58'38" WEST, 146.52 FEET; THENCE NORTH 00°00'55" WEST, 195.69 FEET TO THE SOUTHERLY LINE OF SAID NORTH TEMPLE STREET; THENCE NORTH 89°58'38" EAST, ALONG SAID SOUTHERLY LINE, 214.74 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 08-35-478-037

EXHIBIT "C"

BEING A PORTION OF LOT 6, LOT 7 AND LOT 8, BLOCK 59, PLAT "C". SALT LAKE CITY SURVEY AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 59, PLAT "C", SALT LAKE CITY SURVEY; THENCE SOUTH 89°58'38" WEST, ALONG THE SOUTHERLY LINE OF NORTH TEMPLE STREET, 34.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°11'03" WEST, 165.72 FEET; THENCE SOUTH 89°58'38" WEST, 76.00 FEET; THENCE SOUTH 00°00'55" EAST, 25.00 FEET; THENCE NORTH 89°58'38" EAST, 67.29 FEET; THENCE SOUTH 19°11'03" WEST, 157.25 FEET; THENCE SOUTH 89°58'38" WEST, 296.08 FEET; THENCE NORTH 00°00'55" WEST, 82.50 FEET; THENCE SOUTH 89°58'38" WEST, 49.50 FEET; THENCE NORTH 00°00'55" WEST, 110.80 FEET; THENCE NORTH 89°58'38" EAST, 160.00 FEET; THENCE SOUTH 00°00'55" EAST, 59.00 FEET; THENCE NORTH 89°58'38" EAST, 146.52 FEET; THENCE NORTH 19°12'05" EAST, 207.25 FEET TO THE SOUTHERLY LINE OF SAID NORTH TEMPLE STREET; THENCE NORTH 89°58'38" EAST, ALONG SAID SOUTHERLY LINE, 85.77 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NO. 08-35-478-038 AND A PART OF 08-35-478-037



EXHIBIT "D"

**COTTONTREE HOSPITALITY GROUP AND
COTTONTREE PARTNERS LIMITED PARTNERSHIP
ACCESS EASEMENT
SALT LAKE CITY, SALT LAKE COUNTY, UTAH**

BEING A PORTION OF LOT 6, LOT 7 AND LOT 8, BLOCK 59, PLAT "C". SALT LAKE CITY SURVEY. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 59, PLAT "C", SALT LAKE CITY SURVEY; THENCE S89°58'38"W 102.26 FEET TO THE POINT OF BEGINNING; THENCE S19°12'05"W 220.49 FEET; THENCE S89°58'38"W 143.36 FEET; THENCE N00°08'36"E 61.28 FEET; THENCE S89°58'38"W 147.86 FEET; THENCE N00°08'36"E 146.91 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE; THENCE N89°58'38"E ALONG SAID SOUTH RIGHT OF WAY LINE 21.06 FEET; THENCE S00°08'36"W 118.63 FEET; THENCE N89°58'38"E 126.80 FEET; THENCE N00°08'36"E 86.23 FEET; THENCE N18°55'36"E 22.07 FEET; THENCE N00°08'36"E 11.53 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE; THENCE N89°58'38"E ALONG SAID SOUTH RIGHT OF WAY LINE 25.00 FEET; THENCE S00°08'36"W 15.73 FEET; THENCE S18°55'36"W 22.07 FEET; THENCE S00°08'36"W 146.59 FEET; THENCE N89°58'38"E 100.53 FEET; THENCE N19°12'05"E 194.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH TEMPLE; THENCE N89°58'38"E ALONG SAID SOUTH RIGHT OF WAY LINE 26.48 FEET TO THE POINT OF BEGINNING.

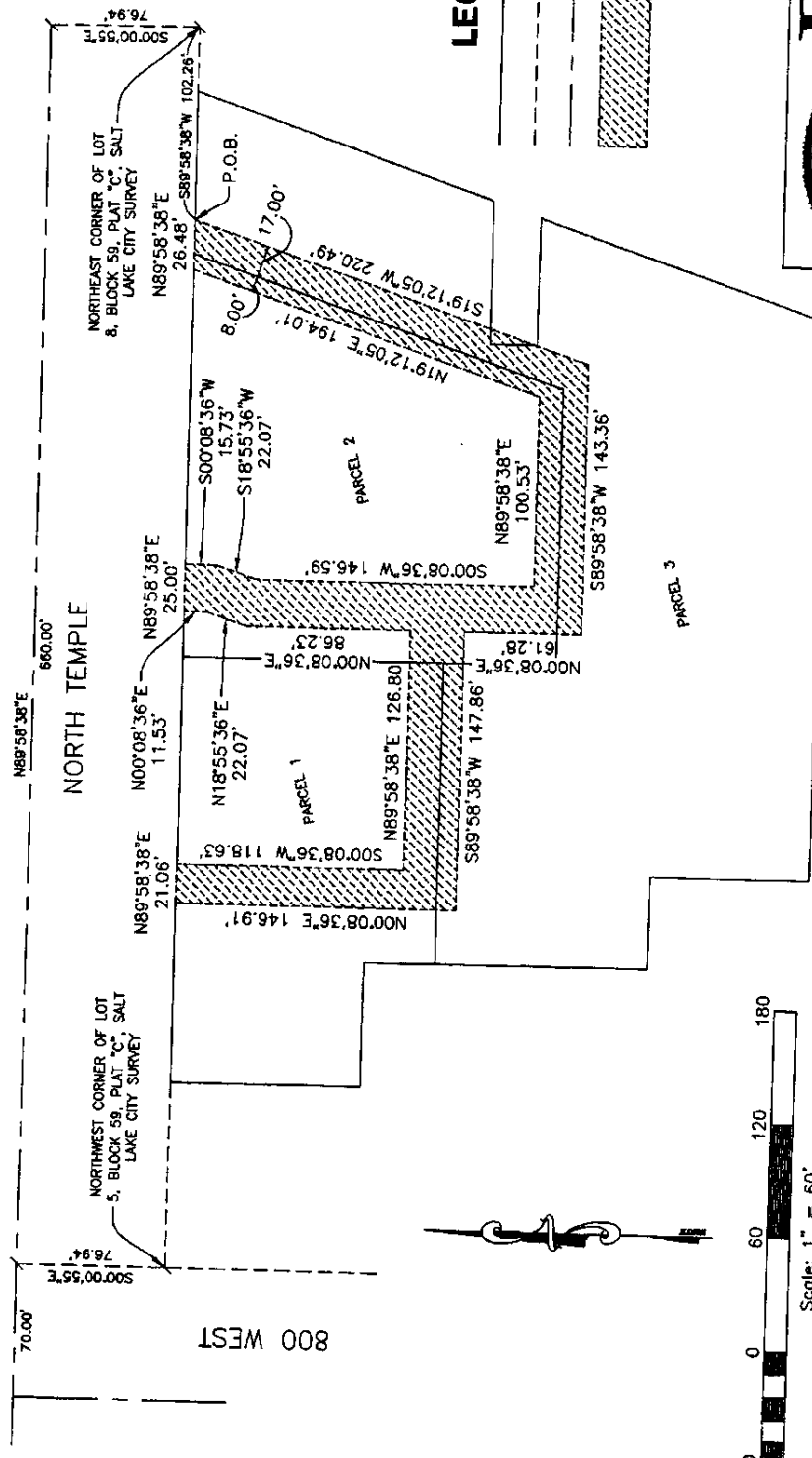
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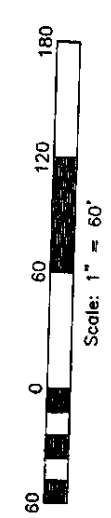
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**COTTONTREE HOSPITALITY GROUP AND COTTONTREE PARTNERS LIMITED PARTNERSHIP
ACCESS EASEMENT
TO ACCOMPANY EASEMENT DOCUMENT**



LEGEND

- - - LOT LINE
- - - ADJOINING PROPERTY
- - - ROAD CENTERLINE
- - - ACCESS EASEMENT



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