

WHEN RECORDED, MAIL TO:
Weistine, Shirk, Mellott & Lecman, L.C.
301 East Main Street
Morrison IL 61270

E-1136175 8 1790 P 676
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 AUG 11 4:07 PM FEE 15.00 DEP JB
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of August, 1994, by and between AVALON PROPERTIES, L.C., a Utah limited liability company, hereinafter referred to as "AVALON", and SUPER WASH, INC., an Illinois Corporation, hereinafter referred to as "SUPER WASH";

WHEREAS, SUPER WASH is purchasing from AVALON a parcel of real property located at approximately 600 North Highway 106, Kaysville, Davis County, State of Utah, subject to the Cross-Easement Declaration, dated February 16, 1994, and recorded February 18, 1994, in Book 1726, at page 354, as Entry No. 1098328, and has agreed to pay a portion of the maintenance expenses related to the easements described therein, which property is described as follows:

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25' West 703.50 feet and North 75° 10' West 453.99 feet along said Easterly line from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10'00" West 110.00 feet along said right-of-way line; thence North 14° 50'00" East 139.99 feet; thence South 75° 10'00" East 110.00 feet; thence South 14° 50'00" West 139.99 feet to the point of beginning (hereinafter referred to as "Parcel C");

NOW, THEREFORE, in consideration for the conveyance of Parcel "C" by AVALON to SUPER WASH and of the mutual covenants contained herein, the parties hereto agree as follows:

1. AVALON hereby grants to SUPER WASH a non-exclusive easement for ingress to and egress from Parcel "C" for the benefit of SUPER WASH and its customers, guests and invitees, subject to the rights of others to use of the easement pursuant to the Cross-Easement Declaration referred to above, over the following described property located in Davis County, State of Utah (the "Easement Area"):

Beginning at a point on the Easterly line of State Highway 106 at a point which is North 46° 25'00" West 703.50 feet and North 75° 10'00" West 423.99 feet from the Southwest corner of Block 17, Plat "D", Kaysville Townsite Survey, a part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10'00" West 30.00 feet along said Easterly line; thence North 14° 50'00" East 139.99 feet; thence North 75° 10'00" West 232.18 feet to a point on the East right-of-way Line of 600 North Street; thence North 14° 12'00" East 30.00 feet along said right-of-way Line; thence South 75° 10'00" East 262.46 feet; thence South 14° 50'00" West 169.99 feet to the point of beginning.

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2. SUPER WASH shall pay to AVALON one-fourth of all costs of paving and repairs, maintenance and upkeep, including snow removal and paint striping, taxes and insurance and other costs which may be incurred in maintaining the Easement Area, immediately upon being billed therefor by AVALON. The amounts due from SUPER WASH shall constitute a lien against Parcel "C" and the right-of-way granted herein until such amounts have been fully paid to AVALON. Should legal action be required to collect such amounts, SUPER WASH shall pay, and the lien shall include, all costs and expenses, including reasonable attorney's fees, incurred in collecting such amounts. Should AVALON fail to maintain the Easement Area in a reasonable manner, then SUPER WASH, after giving thirty (30) days prior written notice to AVALON and the holder of the lien of any mortgage, deed of trust, or other security agreement in respect of the Easement Area, may perform such necessary maintenance and bill AVALON for its three-fourths share. Should legal action be required to collect such amounts, AVALON shall pay all costs and expenses, including reasonable attorney's fees, incurred in collecting such amounts.

3. It is further agreed by AVALON that the property described herein as Parcel "C" shall not be subject to a certain Cross-Easement Declaration dated February 1, 1994, and recorded in the records of the Davis County Recorder on February 18, 1994, as Entry Number 1098328, in Book 1726, Page 354.

4. The covenants contained herein shall run with the land and this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the names of their duly authorized officers, members or agents to be signed hereunder.

SUPER WASH, INC.
an Illinois corporation

BY: Joseph B. Hermes
Joseph B. Hermes, Vice President

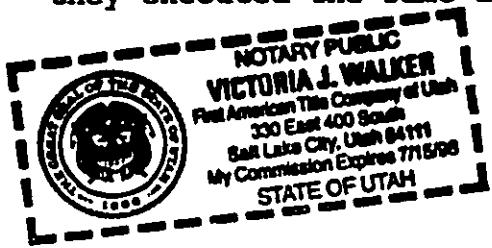
AVALON PROPERTIES, L.C.
a Utah limited liability company

BY: Harden W. Breinholt
Harden W. Breinholt, Member

BY: Keith Romney, Jr.
Keith Romney, Jr., Member

STATE OF UTAH)
)
County of Salt Lake) ss.

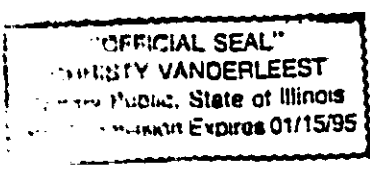
On the 10th day of August, 1994, personally appeared before me
HARDEN W. BREINHOLT and KEITH ROMNEY, JR., known to me to be the
members of AVALON PROPERTIES, L.C., a Utah limited liability company,
signers of the foregoing instrument, who duly acknowledged to me that
they executed the same as Members of AVALON PROPERTIES, L.C.



Victoria J. Walker
NOTARY PUBLIC

STATE OF ILLINOIS)
)
County of Whiteside) ss.

On the 1st day of August, 1994, personally appeared before me
JOSEPH B. HERMES, known to me to be the Vice President of SUPER WASH,
INC., an Illinois corporation, signer of the foregoing instrument,
who duly acknowledged to me that he executed the same as Vice
President of SUPER WASH, INC.



Christy Vanderleest
NOTARY PUBLIC