

WHEN RECORDED, MAIL TO:

Holly J. Ernest
169 W. Burton Avenue
Salt Lake City, Utah 84115

1600

5653339
10 NOVEMBER 93 11:04 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: SHARON WEST , DEPUTY

Space Above for Recorder's Use

5653339

EASEMENT AGREEMENT

DATE: November 2, 1993

PARTIES: MOTEL 6 OPERATING L.P., a Delaware limited partnership ("Grantor")

HOLLY J. ERNEST ("Grantee")

RECITALS:

A. Grantor is the owner of certain real property located in Salt Lake County, Utah, some of which is more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated here' by this reference.

B. Grantee is the owner of the real estate located adjacent to the Property and desires to obtain a perpetual and non-exclusive easement (the "Easement") in, under, along and through the Property for a permanent, non-exclusive easement and right-of-way to operate and maintain an underground sanitary sewer line and, Grantor is agreeable thereto, subject to the terms and conditions of this Easement.

AGREEMENTS:

1. GRANT OF EASEMENT. Subject to the terms and conditions of this Easement, Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive Easement, located in the area described in Exhibit "A", attached hereto, for installation, operation and maintenance of an underground sanitary sewer line, in, under, along and through the Property.

Grantor further grants to Grantee the right to connect to Grantor's existing sanitary sewer line at a location and in a manner approved by Grantor.

2. EASEMENT CONDITIONS. The Easement shall be subject to the following conditions subsequent to be observed and performed by Grantee, and Grantee's failure to do so, as to any of the following conditions subsequent, shall cause this Easement, including, without limitation, the grant of the Easement by Grantor to Grantee, to be automatically terminated and to be of no further force and effect without further act of Grantor or Grantee:

2.1 At Grantee's sole expense, Grantee has constructed, or cause to be constructed, all improvements incidental to the Easement and, the use thereof contemplated by Grantee (the "Grantee's Improvements");

2.2 All of Grantee's maintenance and repair work shall be done in a workmanlike manner without interfering with the business of Grantor on the Property or interference with, or damage to any of Grantor's Improvements located on the Property;

2.3 Grantee agrees to defend, indemnify and hold harmless Grantor against all losses, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from the use of the Property by Grantee or the failure of Grantee to observe or perform any term or condition of this Easement;

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2.4 Grantee shall not permit all or any portion of the Property to be encumbered by, or subject to, any lien or encumbrance including, without limitation, mechanic's or materialman's liens arising from either the construction or maintenance of any improvements on or the use of the Property;

2.5 The term "Improvement", as used herein, includes, without limitation, such items as structures, buildings, fencing, curbs, paving, walls, signs, utility lines, parking lot striping, vegetation and lighting fixtures; and

2.6 Grantor expressly retains and reserves the right to continue to enjoy the use of the Property for any and all purposes, and Grantor may construct additional Improvements on the Property and may, at Grantor's expense, remove and replace any of Grantee's Improvements to another location which would serve Grantee's property, provided Grantee's service shall not be interrupted.

3. **MAINTENANCE AND REPAIR.** Grantor shall have the right, but not the obligation to maintain and repair the Property and all Improvements thereon and thereunder and from time to time, at Grantor's expense; provided, however, if any such repair is done by Grantor, its agents or contractors, in Grantor's sole discretion, as a result of, or arising from any act or omission by Grantee or its invitees or licensees with respect to any portion of the Property, then Grantee shall reimburse to Grantor, upon demand, all expense for such repair.

4. **APPROVAL OF GRANTEE'S PLANS.** Prior to any development or construction on Grantee's adjacent property, Grantee shall submit landscaping and grading plans to Grantor for its approval, which approval will not be unreasonably withheld.

5. **BINDING EFFECT.** The provisions of this Easement shall run with the land and bind the respective successors and assigns of Grantor and Grantee.

6. **TIME IS OF THE ESSENCE.** Time is of the essence of each and every provision of this Easement.

IN WITNESS WHEREOF, this Easement has been executed the day first above written.

GRANTEE:

By: _____

Holly J. Ernest

GRANTOR:

Motel 6 Operating L.P., a Delaware limited partnership

By: Motel 6 G.P., Inc., managing general partner

By: _____

Kevin P. Huffey
Senior Vice President
Development and Real Estate

ATTEST:

By: _____

P. Gordon Stafford
Vice President - General Counsel
and Secretary

LEGAL DEPT.
APPROVED
AS TO FORM

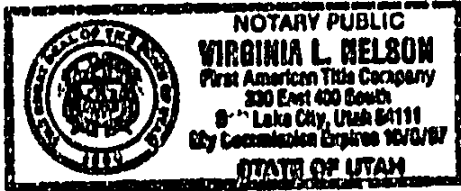
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STATE OF UTAH

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COUNTY OF SALT LAKE

This instrument was acknowledged before me this 9th day of November, 1993 by Holly J. Ernest for the purposes and consideration therein expressed and in the capacity therein stated.



WITNESS my hand and official seal:

Virginia L. Nelson

 Notary Public, State of Utah
 My Commission Expires: 10/6/97

STATE OF TEXAS

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COUNTY OF DALLAS

On this 2 day of November, 1993 before me the undersigned, a Notary Public in and for said State, personally appeared Kevin P. Hanley and P. Gordon Stafford, personally known to me or proved to me on basis of satisfactory evidence to be the persons who executed the within instrument as the Senior Vice President Development and Real Estate and Vice President - General Counsel and Secretary of Motel 6 G.P., Inc., managing general partner of Motel 6 Operating L.P., a Delaware limited partnership, the execution of the within instrument is made by said managing general partner on behalf of Motel 6 Operating L.P.

WITNESS my hand and official seal:

J. Merchant

 Notary Public, State of Texas
 My Commission Expires: 04-12-1997

SANITARY SEWER EASEMENT

A parcel of land lying within Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, situated in the City of Midvale, Salt Lake County, Utah, and being out of a tract of land conveyed to Motel 6 Development Corporation, a Delaware Corporation, per Deed in Book 5722, Page 230 of the official records of Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point on the east line of said Motel 6 tract, said point being the following bearings and distances from the North Quarter of said Section 25:

1. South 00° 00' 00" West, a distance of 1710.00 feet.
2. South 90° 00' 00" West, a distance of 154.105 feet.
3. South 00° 00' 00" West, a distance of 32.54 feet.

THENCE South 00° 00' 00" West along the east property line of said Motel 6 tract, a distance of 203.36 feet to a point at the southeast corner of said Motel 6 tract;

THENCE North 90° 00' 00" West, departing said Motel 6 east property line, a distance of 10.00 feet to a point lying on the south line of said Motel 6 tract;

THENCE North 00° 00' 00" East parallel to and 10.00 feet west of the east property line of said Motel 6 tract, a distance of 203.36 feet to a point for a corner;

THENCE North 90° 00' 00" East, a distance of 10.00 feet to the **.POINT OF BEGINNING AND CONTAINING** 2034 square feet or 0.04668 acres of land more or less.



BK 6798 PG 2138