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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: V ASHBY DEPUTY - MI

When Recorded, Return to:
Q Lube, Inc.
1385 West 2200 South
Salt Lake City, Utah 84119
Attn: Legal Department

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement") is made as of this 18 day of August, 1994, between Cottontree Hospitality Group, an Idaho Limited Partnership ("Cottontree"), and Q Lube, Inc., a Delaware corporation ("Q Lube"), with reference to the following facts:

R E C I T A L S

WHEREAS, Cottontree is the owner of that certain real property (the "Cottontree Parcel") which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Cottontree and Q Lube entered into a Lease Agreement ("Lease"), dated February 4, 1994, for that certain parcel of land ("Q Lube Parcel") described in Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the Cottontree Parcel and the Q Lube Parcel are connected to and contiguous with each other; and

WHEREAS, Q Lube desires to obtain an easement from Cottontree and Cottontree desires to grant such easement to Q Lube for ingress to and egress from the Q Lube Parcel.

NOW, THEREFORE, in exchange for the mutual covenants and agreements hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Cottontree hereby grants to Q Lube a non-exclusive easement for ingress to and egress from the Q Lube Parcel to adjacent public streets known as 700 West, 800 West and North Temple Streets for vehicles and pedestrians over certain real property owned by Cottontree ("the Easement Area"), which is more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference.
2. This Easement shall be for the benefit of the Q Lube Parcel and all rights granted herein shall terminate on the expiration of the Lease, including any renewals or extensions. This Easement shall be used by Q Lube, its successors and assigns, and any and all of its tenants, invitees, business invitees, customers, agents, servants, employees, and sublessees, except that at any time the then current owners of the Easement Area and the Q Lube

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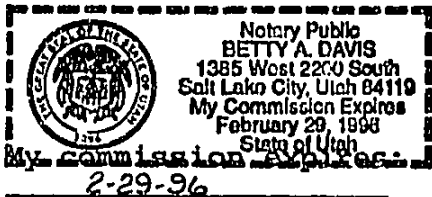
Parcel may, by mutual written agreement, terminate or amend the Easement herein conveyed.

3. In the event the curb cuts to 700 West, 800 West or North Temple Streets are moved, Q Lube shall be granted similar access rights over and across the Cottontree Parcel and, if necessary, the Easement Area shall be reconfigured and an amendment to this Easement executed and recorded. The cost of any such curb cut alteration shall be borne by the party requesting such alteration unless the same is required by the applicable government authority in which case the cost shall be allocated in the same manner as maintenance and repair costs are allocated under Paragraph 4 hereof. In no event shall access be altered by Cottontree without Q Lube's prior written approval unless required by the applicable government authority.
4. Cottontree shall be responsible for the cost, maintenance and repair of the Cottontree Parcel (other than the Easement Area) and Q Lube shall be responsible for the cost, maintenance and repair of the Q Lube Parcel. Said cost of maintenance and repair of the Easement Area shall be allocated between Cottontree and Q Lube in proportion to the square footage of their respective Parcels. To the extent additional parties are granted access over and across the Easement Area, the relative percentages of responsibility will be adjusted accordingly.

Either party, or its successors, may initiate and carry out maintenance and repair of the Easement Area, provided the other has given its reasonable consent, and each shall share in the cost thereof.
5. Neither Cottontree nor Q Lube shall allow any barrier to be constructed which will unduly restrict the flow of traffic.
6. If any action shall be brought to enforce the provisions of this Easement, the prevailing party in such action shall be entitled, in addition to any other relief, to recover reasonable attorneys' fees and other costs and expenses incurred.
7. Failure of any party to exercise any right or option arising out of the breach of this Easement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or to the continuance of any existing breach.
8. Each party hereto agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provision, intent and purposes of this Easement.

STATE OF UTAH)
)
) SS.
)
COUNTY OF SALT LAKE)

The foregoing Easement Agreement was acknowledged before me, the undersigned Notary Public, this 25th day of August, 1994, by Kirk A. Umphrey known to me to be the Executive Vice President of Q Lube, Inc., who executed the foregoing instrument and acknowledged to me that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and acknowledged to me that said corporation executed the same.



Betty A. Davis
Notary Public RESIDING AT SALT LAKE CITY, UTAH
Residing at: _____

EXHIBIT "A"

Parcel 1:

BEGINNING at a point which is South $89^{\circ}58'38''$ West 34.50 feet from the Northeast Corner of Lot 8, Block 59, Plat "C," Salt Lake City Survey, said point also being on the Southerly Right of Way Line of North Temple Street and running thence South $19^{\circ}11'03''$ West 165.72 feet; thence South $89^{\circ}58'38''$ West 76.00 feet; thence South $00^{\circ}00'55''$ East 25.00 feet; thence North $89^{\circ}58'38''$ East 67.29 feet; thence South $19^{\circ}11'03''$ West 157.25 feet; thence South $89^{\circ}58'38''$ West 296.08 feet; thence North $00^{\circ}00'55''$ West 82.50 feet; thence South $89^{\circ}58'38''$ West 49.50 feet; thence North $00^{\circ}00'55''$ West 110.80 feet; thence North $89^{\circ}58'38''$ East 160.00 feet; thence South $00^{\circ}00'55''$ East 59.00 feet; thence North $89^{\circ}58'38''$ East 151.28 feet; thence North $19^{\circ}12'05''$ East 207.26 feet to the Southerly Right of Way line of the aforementioned North Temple Street; thence North $89^{\circ}58'38''$ East along said Right of Way 81.00 feet to the point of BEGINNING.

Parcel 2:

BEGINNING at a point which is South $89^{\circ}58'38''$ West 115.50 feet from the Northeast Corner of Lot 8, Block 59, Plat "C," Salt Lake City Survey, said point also being on the Southerly Right of Way Line of North Temple Street; and running thence South $19^{\circ}12'05''$ West 207.26 feet; thence South $89^{\circ}58'38''$ West 151.28 feet; thence North $00^{\circ}00'55''$ West 195.70 feet to the Southerly Right of Way line of the aforementioned North Temple Street; thence North $89^{\circ}58'38''$ East along said Right of Way line 219.50 feet to the point of BEGINNING.

Parcel 3:

BEGINNING at a point which is South $89^{\circ}58'38''$ West 335.00 feet from the Northeast corner of Lot 8, Block 59, Plat "C" Salt Lake City Survey, said point also being on the Southerly Right of Way line of North Temple Street; and running thence South $00^{\circ}00'55''$ East 136.70 feet; thence South $89^{\circ}58'38''$ West 160.00 feet; thence North $00^{\circ}00'55''$ West 37.70 feet; thence South $89^{\circ}58'38''$ West 66.00 feet; thence North $00^{\circ}00'55''$ West 99.00 feet to the Southerly Right of Way line of the aforementioned North Temple Street; thence North $89^{\circ}58'38''$ East along said Right of Way Line 226.00 feet to the point of BEGINNING.

EXHIBIT "B"

Lease Parcel Description

Beginning at a point on the south line of North Temple Street, said point being North $89^{\circ}58'38''$ East 215.58 feet from the Northwest Corner of Lot 5, Block 59, Plat "C," Salt Lake City Survey, and also being North $89^{\circ}58'38''$ East 285.79 feet along the monument line and South $0^{\circ}08'36''$ West 76.94 feet from a Salt Lake City Survey monument in the intersection of Eighth West Street and North Temple Street, and running;

thence North $89^{\circ}58'38''$ East 106.80 feet along the south line of North Temple Street;

thence South $0^{\circ}08'36''$ West 118.63 feet;

thence South $89^{\circ}58'38''$ West 106.80 feet;

thence North $0^{\circ}08'36''$ East 118.63 feet to the point of beginning.

Contains 12,669 square feet, 0.291 acres.

EXHIBIT "C"

Right-of-Way Description

Beginning at a point on the south line of North Temple Street, said point being North 89°58'38" East 215.58 feet from the Northwest Corner of Lot 5, Block 59, Plat "C," Salt Lake City Survey, and also being North 89°58'38" East 285.79 feet along the monument line and South 0°08'36" West 76.94 feet from a Salt Lake City Survey monument in the intersection of Eighth West Street and North Temple Street, and running;

thence South 0°08'36" West 118.63 feet;
thence North 89°58'38" East 126.80 feet;
thence North 0°08'36" East 86.23 feet;
thence North 18°55'36" East 22.07 feet;
thence North 0°08'36" East 11.52 feet to the south
line of North Temple Street;
thence North 89°58'38" East 25.00 feet along the
south line of North Temple Street;
thence South 0°08'36" West 15.73 feet;
thence South 18°55'36" West 22.07 feet;
thence South 0°08'36" West 110.29 feet;
thence South 89°58'38" West 172.87 feet;
thence North 0°08'36" East 146.91 feet to the south
line of North Temple Street;
thence North 89°58'38" East 21.06 feet along the
south line of North Temple Street to the point of
beginning.

Contains 10,383 square feet, 0.238 acres.