

6659837

6659837
06/03/97 3:04 PM ***NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PLANNING
REC BY:L NISH DEPUTY - WI

AFTER RECORDING RETURN TO:
La Quinta Inns, Inc.
P. O. Box 2636
San Antonio, TX 78299-2636
ATTN: Cynthia H. Stevens/Legal Dept.

RECORDED
APR 14 1997
CITY RECORDER

RECIPROCAL USE AND MAINTENANCE AGREEMENT

STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SALT LAKE CITY §

This Reciprocal Use and Maintenance Agreement (the "Agreement") is made effective the 22nd day of January, 1997, by and among LA QUINTA INNS, INC., a Texas corporation ("La Quinta"), the ROBERT A. STEELE AND MARILYN G. STEELE FAMILY TRUST DATED FEBRUARY 26, 1990, the JEROME ETTINGER LIVING TRUST, LILYAN ETTINGER (collectively "Steele and Ettinger") and SALT LAKE CITY CORPORATION (the "City").

WITNESSETH:

WHEREAS, La Quinta is the owner of that certain tract of real property located in the County of Salt Lake, Utah, more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes, which property shall be hereinafter referred to as the "La Quinta Tract."

WHEREAS, the La Quinta Tract was subdivided to be a separate parcel described as Amended Lot 6, Plat 2A, Salt Lake International Center (the "Plat").

WHEREAS, on the Plat, a twenty (20) foot wide private water line easement was created in favor of Steele and Ettinger (the "Water Line Easement"), and a seven (7) foot wide public utility easement was created in favor of the City (the "Utility Easement"), the areas of which overlap each other.

WHEREAS, La Quinta, Steele and Ettinger, and the City agree to abide by those certain terms and conditions hereinafter set forth which govern the maintenance, replacement, and repair of the land and improvements located within the Water Line Easement and the Utility Easement.

NOW THEREFORE, in consideration of TEN and No/100 Dollars (\$10.00), the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

387681 PG2761

1. **Steele and Ettinger are solely responsible for any and all replacement, repair, operation, and maintenance of all improvements owned and operated by it and agrees to use its best efforts not to interfere with the utilities and other improvements located within the Utility Easement. Should either of these parties excavate, or otherwise disturb the land and improvements located within the Utility easement, they will promptly repair and restore such land and improvements.**
2. **The City is solely responsible for any and all replacement, repair, operation, and maintenance of all improvements owned and operated by it and agrees to use its best efforts not to interfere with the water line and other improvements located within the Water Line Easement. Should the City excavate, or otherwise disturb the land and improvements located with the Water Line Easement, it will promptly repair and restore such land and improvements.**
3. **La Quinta reserves the right to landscape, pave, drive, and park over and above the Water Line Easement and to utilize the Water Line Easement for any purposes not inconsistent with the easement granted on the Plat, provided such use shall not interfere with the proper installation, replacement, repair, operation, maintenance and use of the water line owned and operated by Steele and Ettinger within such Water Line Easement. La Quinta agrees not to obstruct or place any fences, barriers, or any other obstacle which would prevent the passage of Steele and Ettinger or their agents over or across the Water Line Easement.**
4. **La Quinta reserves the right to landscape, pave, drive, and park over and above the Utility Easement and to utilize the Utility Easement for any purposes not inconsistent with the easement granted on the Plat, provided such use shall not interfere with the proper installation, replacement, repair, operation, maintenance and use of the utilities owned and operated by the City within such Utility Easement. La Quinta agrees not to obstruct or place any fences, barriers, or any other obstacle which would prevent the passage of the City or the City's agents over or across the Utility Easement, or otherwise restrict the City's use of the Utility Easement. Provided, however, the City may excavate, repair, and maintain its improvements within the Utility Easement, and is responsible to back-fill only, the City will not be responsible to restore the surface improvements or vegetation within the Utility Easement.**
5. **This Easement is subject to any and all matters of record in the Recorder's Office of Salt Lake County, Utah.**
6. **This Agreement may only be modified or terminated by written instrument executed by La Quinta, Steele and Ettinger, and the City, their respective successors and assigns.**
7. **The restrictions imposed, and the agreements contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns.**

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the day, month and year first above stated.

LA QUINTA:

LA QUINTA INNS, INC., a Texas corporation

By: *J. Schmutz*
John F. Schmutz
Vice President-General Counsel

STEELE AND ETTINGER:

ROBERT A. STEELE AND MARILYN G. STEELE FAMILY TRUST DATED FEBRUARY 26, 1990

By: *[Signature]*
ROBERT A. STEELE, TRUSTEE

By: *Marilyn G. Steele*
MARILYN G. STEELE, TRUSTEE

JEROME ETTINGER LIVING TRUST

By: *Jerome E. Ettinger*
JEROME ETTINGER, TRUSTEE

Lilyan Ettinger
LILYAN ETTINGER

THE CITY:

SALT LAKE CITY CORPORATION

By: *Dee Dee Corradini*
Name: DEEDEE CORRADINI
Title: MAYOR



RECORDED
APR 14 1997
CITY RECORDER

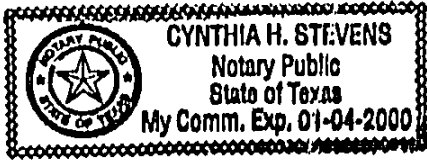
APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date: 4-11-97
By: *[Signature]*

ATTN:

Christina Weeber
CHIEF DEPUTY RECORDER

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

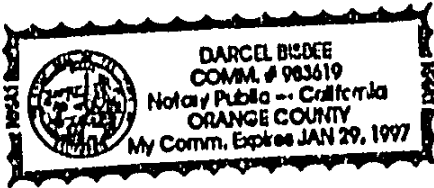
This instrument was acknowledged before me on the 22nd day of January, 1997, by John F. Schmutz, Vice President-General Counsel of La Quinta Inns, Inc., a Texas corporation, on behalf of said corporation.



Cynthia H. Stevens
Notary Public for the State of Texas

THE STATE OF CALIFORNIA §
§
COUNTY OF Orange §

This instrument was acknowledged before me on the 28 day of January, 1997, by ROBERT A. STEELE and MARILYN G. STEELE, as Trustees of the Robert A. Steele and Marilyn G. Steele Family Trust, dated February 26, 1990, in the capacity stated and on behalf of said trust.



Darcel Bisdie
Notary Public for the State of California

THE STATE OF CALIFORNIA §
§
COUNTY OF Los Angeles §

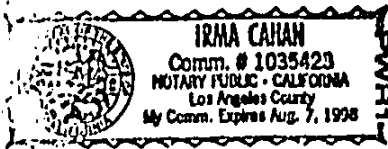
This instrument was acknowledged before me on the 31st day of January, 1997, by JEROME ETTINGER, as Trustee of the Jerome Ettinger Living Trust, in the capacity stated and on behalf of said trust.



Tracy L. J. Green
Notary Public for the State of California

THE STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

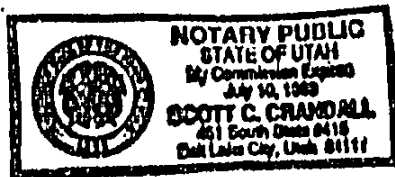
This instrument was acknowledged before me on the 26th day of February, 1997,
by LILYAN ETTINGER.



Irma Caham
Notary Public for the State of California

THE STATE OF UTAH §
§
COUNTY OF SALT LAKE §

This instrument was acknowledged before me on the 14th day of April,
1997, by DEEDEE CORRADINI, MAYOR of Salt Lake City
Corporation, a municipal corporation, on behalf of said corporation.



Scott C. Crandall
Notary Public for the State of Utah

CALIFORNIA/UTAH RECIPROCAL USE AND MAINTENANCE AGREEMENT

EXHIBIT "A"

Legal Description for the La Quinta Tract

PARCEL 1 (MARKETING LOT 21):

All of Lot 6 and the West 122.42 feet of Lot 7, Plat 2A and also the West 157.42 feet of Lot 7, Plat 7, Salt Lake International Center, being located in the Southeast Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 6, Plat 2A, Salt Lake International Center and running thence North 89°58'00" East 157.42 feet; thence South 00°02'00" East 674.04 feet; thence South 89°58'00" West 157.42 feet; thence North 00°02'00" West 674.04 feet to the point of BEGINNING.

Basis of Bearing: Street monument line for Wiley Post Way lying between monuments located at the intersections of Wright Brothers Drive and Charles Lindbergh Drive, being North 89°58'00" East.

Together with a non-exclusive perpetual easement and right of way 30 feet wide, being 15 feet either side of the following described centerline, for access and driveway purposes for pedestrian and motor vehicle traffic; as granted in the document recorded September 26, 1979 as Entry No. 3342606 in Book 4952 at page 813 of Official Records:

Beginning at a point on the North line of Lot 7, Salt Lake International Center, Plat 2A, said point being North 89°58' East 122.42 feet from the Northwest corner of said Lot 7; and running thence South 0°02' East 363.96 feet.

PARCEL 2 (PLAT 1A APPL):

A portion of Lot 11, Plat 1A, Salt Lake International Center, being located in the Southeast Quarter of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 00.00 feet South 00°02'00" East from the Northeast

corner of said Lot 11, Plat 1A, Salt Lake International Center and running thence South 00°02'00" East 401.25 feet along the Easterly boundary line of said Lot 11; thence South 89°58'00" West 65.33 feet; thence North 00°02'00" West 401.25 feet; thence North 89°58'00" East 65.33 feet to said Easterly boundary line of Lot 11 and the point of BEGINNING.

Basis of Bearing: Street monument line for Wiley Post Way lying between monuments located at the intersections of Wright Brothers Drive and Charles Lindbergh Drive, being North 89°58'00" East.