

3137674

COMMON ACCESS AND  
CROSS PARKING EASEMENT

Recorded JUL 13 1978 at 12:14 p.m.  
FOR STEWART TITLE OF UTAH  
KATIE L. DINEEN, Recorder  
Salt Lake County, Utah  
\$ 950 By *Cheryl Warrington* Deputy  
Cheryl Warrington

Whereas, La Quinta Motor Inns, Inc., a Delaware Corporation ("La Quinta"), is the fee owner of the following described property, hereinafter called Premises A:

A tract of land situated in the County of Salt Lake, State of Utah, more particularly described in Exhibit A attached hereto;

Whereas, DTR Investment Co., a Utah Corporation, ("DTR"), is the fee owner of the following described property, hereinafter called Premises B:

A tract of land situated in the County of Salt Lake, State of Utah, more particularly described in Exhibit B, attached hereto;

Whereas, La Quinta intends to construct a La Quinta Motor Inn on Premises A, and DTR intends to construct a Denny's Restaurant on Premises B; and

Whereas, La Quinta and DTR have agreed that it would be mutually beneficial to the business of each for the business of the other to be operated immediately adjacent to their respective businesses; and,

Whereas, La Quinta and DTR further agree that it would be mutually advantageous for each business that both businesses have common drive-ways, entries, exits and parking areas;

Now therefore, for and in consideration of the mutual agreements herein contained, La Quinta and DTR covenant and agree for themselves, their successors and assigns, as follows:

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1. COMMON EASEMENT. The following described easement being a part of Premises A and a part of Premises B, is hereby declared to be a common easement for driveways, entries, exits and parking areas, hereinafter called Premises C:

An easement out of said Premises A and Premises B, described in Exhibit C attached hereto.

2. PROHIBITION OF IMPROVEMENTS ON COMMON EASEMENT. Neither La Quinta nor DTR shall build or maintain, or permit to be built or maintained, any structure on Premises C. These restrictions shall not apply to light towers, signs relating to business conducted on Premises A or Premises B, traffic or directional signs, or other similar structures which at the time of erection thereof are usual in connection with the operation of restaurants and motor inns.

3. EASEMENT TO ONE PARTY. La Quinta and all tenants and licensees of Premises A, or any part thereof, and its business invitees, licensees and employers shall have the right to use, free of charge, all of Premises C as driveways, entries, exits and parking areas, in common with DTR and all tenants and licensees of Premises B, or any part thereof, and its business invitees, licensees and employees.

4. EASEMENT TO OTHER PARTY. DTR and all tenants and licensees of Premises B, or any part thereof, and its business invitees, licensees and employers shall have the right to use, free of charge, all of Premises C as driveways, entries, exits and parking areas, in common with La Quinta and all tenants and licensees of Premises A, or any part thereof, and its business invitees, licensees and employees.

5. MAINTENANCE. Each party shall maintain and keep in good repair the common areas situated on its premises and shall keep such areas striped and clear and free of rubbish, and obstructions of every nature, and shall provide adequate

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drainage and lighting thereon. The parking areas and rights-of-way on both premises shall meet at equal grades and no obstructions shall be erected or permitted upon either premises which will in any way interfere with any rights granted by this agreement. The striping of the parking spaces and the driveways shall not be changed by either party on its premises without the consent in writing of the other party. In the event of default by one party, the other shall so advise and notify in writing of the necessity to repair or maintain its section of the easement. If the defaulting party shall not remedy the default within a reasonable time, not to exceed thirty (30) days, the complaining party may have such repairs made and the defaulting party shall be responsible therefor without further notice. If payment is not promptly made upon receipt of invoice or demand of payment, complaining party may seek whatever damages or relief is available at law or in equity, other than a forfeiture of this easement.

6. TERM. This agreement shall continue in perpetuity from the date hereof, or so long as both Premises A and Premises B shall be used for a motor inn on Premises A and a restaurant on Premises B. Nevertheless, in the event that such activities on either Premises A or Premises B shall cease during the term of this agreement, the owner of the other premises shall have the right to terminate this agreement upon 60 days written notice to the then owner of the premises on which such activities have ceased. Temporary cessation of use upon either premises due to fire or other casualty, acts of God, labor difficulties, or other causes beyond the reasonable control of the owner and a temporary cessation of use for not more than 120 consecutive days for the purpose of making alterations or for reletting shall not be deemed a cessation of use within the meaning of this paragraph 6.

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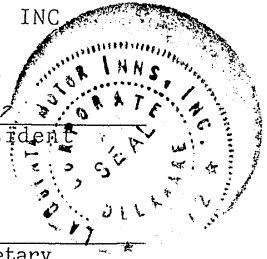
7. COVENANTS RUNNING WITH LAND. The easement hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be an easement, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, and assigns, including, but without limitation, all subsequent owners of Premises A and of Premises B and all persons claiming under them.

EXECUTED THIS 23rd day of June, 1977.

ATTEST: [Signature] LA QUINTA MOTOR INNS, INC

[Signature]  
Assistant Secretary

[Signature] President



ATTEST DTR INVESTMENT CO.

By: [Signature]  
Vice President, Secretary

Secretary By: \_\_\_\_\_

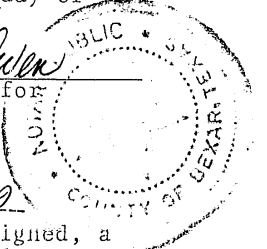
STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], President of La Quinta Motor Inns, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on the 16 day of August, 1977.

[Signature]  
Notary Public in and for  
Bexar County, Texas  
KATHRYN L. OWEN  
Notary Public, Bexar County, Texas  
My Commission Expires 1-1-79



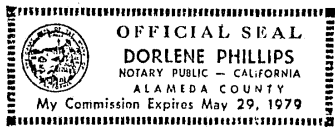
STATE OF CALIFORNIA I

COUNTY OF ALAMEDA I

On August 8, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Takeo Hirahara known to me to be the Vice President, and Secretary known to me to be Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

Signature: [Signature]



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EXHIBIT A

La Quinta Motor Inns Property (Premises A):

Beginning at the Southeast Corner of the Denny's property, said corner being SOUTH 1511.71 feet and EAST 27.86 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence SOUTH 148.51 feet; thence EAST 13.00 feet; thence SOUTH 50.00 feet; thence WEST 589.67 feet to the East line of Interstate 15 Frontage Road (Catalpa Street); thence Northeasterly along the arc of a 2596.48 foot radius curve and the Easterly line of said Frontage Road 163.31 feet (the chord bears North 19°20'55" East 163.28 feet) to the South line of the Continental Oil Company property; thence along said South line EAST 334.60 feet to the South line of the aforementioned Denny's property; thence NORTH 44.44 feet; thence EAST 188.00 feet to the point of beginning, containing 2.147 Acres.

EXHIBIT B

DTR Investment Co. Property (Premises B):

Beginning at a point on the South line of 7200 South Street (Sugar Street) at a point which is SOUTH 1334.91 feet and North 88°33'52" West 192.92 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian, said point being the Northeast Corner of the Continental Oil Company property; and running thence along said South line South 88°33'52" East 215.25 feet; thence South 87°28'00" East 5.54 feet to the Northwest Corner of the Chevron Oil Company property; thence SOUTH 176.00 feet; thence WEST 188.00 feet; thence SOUTH 44.44 feet; thence WEST 32.72 feet to the East line of the aforementioned Continental Oil Company property; thence NORTH 226.08 feet to the point of beginning, containing 0.940 Acre.

EXHIBIT C

(Premises C)

Within La Quinta Motor Inn Property:

Beginning at the Southeast Corner of the Denny's Property, said corner being SOUTH 1511.71 feet and EAST 27.86 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence SOUTH 148.51 feet; thence EAST 13.00 feet; thence SOUTH 50.00 feet; thence WEST 520.00 feet; thence North 70°39'05" West 65.76 feet, More or Less, to the East line of the I-15 Frontage Road; thence North 19°20'55" East 25.00 feet along said East line; thence South 70°39'05" East 61.50 feet; thence EAST 477.74 feet; thence NORTH 164.51 feet; thence WEST 150.72 feet; thence SOUTH 80.44 feet; thence WEST 362.38 feet, More or Less, to the aforementioned East line of the I-15 Frontage Road; thence North 19°20'55" East 26.50 feet; thence EAST 228.6 feet; thence NORTH 20.00 feet; thence EAST 12.72 feet; thence NORTH 44.44 feet; thence EAST 188.00 feet to the point of beginning, containing 0.706 Acre.

Within DTR Investment Co. Property:

Beginning at a point on the South line of 7200 South Street (Sugar Street), at a point which is SOUTH 1335.47 feet and EAST 22.32 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence South 87°28'00" East 5.54 feet; thence SOUTH 176.00 feet; thence WEST 188.00 feet; thence SOUTH 44.44 feet; thence WEST 12.72 feet; thence NORTH 225.58 feet to the aforementioned South line of 7200 South Street; thence South 88°33'52" East 25.01 feet; thence SOUTH 168.51 feet; thence EAST 150.72 feet; thence NORTH 164.73 feet; thence South 88°33'52" East 19.47 feet; to the point of beginning, containing 0.260 Acre.

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