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07/23/2014 12:53 PM \$38.00
Book - 10247 Pg - 5322-5334B
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRETT PACE
4832 S MURRAY BLVD
MURRAY UT 84123
BY: HPP, DEPUTY - WI 13 P.
ISP.

Recording requested by
and when recorded return to:

Q-6 Associates, LLC
1000 S Main St, Ste 104
P.W. SLL, UT 84101

(Space above this line is for Recorder's use)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of June 30, 2014, by and between **ICO MULTIFAMILY HOLDINGS, LLC**, a Utah limited liability company, **Q-6 ASSOCIATES, LLC**, a Utah limited liability company, **RJL, LTD**, a Utah limited partnership, and **SJM LTD**, a Utah limited partnership, all as tenants in common (collectively, "ICO") and **SWIPE N SHINE, LLC**, a Utah limited liability company ("SNS"); individually, a "Party", and, collectively, the "Parties".

RECITALS:

- A. SNS is the owner of certain real property located in the City of Murray, County of Salt Lake, State of Utah, which property is more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference ("SNS Property").
- B. ICO is the owner of certain real property located in the City of Murray, County of Salt Lake, State of Utah, which property is more particularly described on Exhibit A-2 attached hereto and incorporated herein by this reference ("ICO Property").
- C. The Cottonwood River runs through the northern portion of the ICO Property. The majority of the ICO Property is located south of the Cottonwood River but there is a triangular shaped piece of the ICO Property containing approximately 844 square feet located north of the Cottonwood River and adjacent to the southern boundary of the SNS Property, which triangular shaped piece of real property is shown as "Easement Area" on the drawing attached hereto as Exhibit B and incorporated herein by reference ("Drawing") and more particularly described on Exhibit C attached hereto and incorporated herein by reference ("Easement Area").
- D. ICO now wishes to grant to SNS certain easement rights with respect to the Easement Area, all on and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

[Handwritten signature]

1. **GRANT OF EASEMENT.** ICO hereby grants to SNS, its tenants, contractors, agents and invitees a twenty (20) year exclusive easement ("Easement") on, over and across the Easement Area for the purpose of locating, constructing and replacing improvements, equipment and landscaping incidental to the use and enjoyment of the SNS Property. SNS agrees to pay ICO an annual fee ("Annual Fee") of two hundred dollars (\$200.00) each year no later than the first business day of each calendar year for Easement. In the event the Annual Fee is not paid by the first business day of each calendar year ICO, at its absolute sole discretion, can terminate this Easement. Payment, send to 1000 So Main Street S.L.C. ut 8401

2. **MAINTENANCE AND REPAIR OF EASEMENT AREA.** SNS shall be responsible for the maintenance and repair of the Easement Area and all improvements and equipment located thereon and shall maintain the same in a neat, clean and safe condition and in compliance with Laws (defined later). As used herein, "Laws" shall mean all applicable laws, ordinances, orders, rules, regulations and requirements of any governmental entity having jurisdiction over the Easement Area. In no event shall ICO be held responsible, liable or required to remedy any loss of easement area caused by erosion or other means.

3. **COVENANTS RUN WITH LAND.** The Easement together with each of the restrictions, covenants and agreements contained herein shall be appurtenant to and for the benefit of the SNS Property, shall be a burden upon the ICO Property, and shall run with the land. The Easement, this Agreement and the restrictions, covenants, benefits and obligations created hereby shall be binding upon and shall inure to the benefit of all present and future holders of interests in the SNS Property and the ICO Property and shall be deemed a covenant running with the land.

4. **INDEMNITY AND INSURANCE.**

4.1 **Indemnification.** SNS hereby indemnifies, holds harmless and agrees to defend ICO from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Easement Area caused by the negligence or willful misconduct of SNS, its agents, customers, invitees, servants or employees.

4.2 **Liability Insurance Coverage and Limits.** SNS agrees to maintain, and/or cause to be maintained, at no cost to ICO, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Easement Area, with a "combined single limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00) for total claims.

5. **TERMINATION.** The Easement shall automatically terminate and be of no further force or effect in the event the building improvements on the SNS Property are demolished and the SNS Property developed for a use other than as a car wash.

6. MISCELLANEOUS.

6.1 Authority. All individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the respective Party on whose behalf they are executing this document.

6.2 Entire Agreement. This Agreement constitutes a complete and final description of the Parties entire agreement, as to all matters referenced herein.

6.3 Invalidity, Modification, Governing Law. If any provision of this Agreement is held invalid later, it will not affect the validity of the remainder of this Agreement. This Agreement cannot be changed, modified, or canceled except through a writing that is signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.4 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

6.5 Attorneys' Fees. In the event either Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

[Signatures on Next Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ICO MULTIFAMILY HOLDINGS, LLC,
a Utah limited liability company

By: _____
Name: James G. Seabury
Its: Marye

Q-6 ASSOCIATES, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

RJL, LTD,
a Utah limited partnership

By: _____
Name: _____
Its: _____

SJM LTD,
a Utah limited partnership

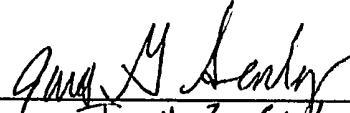
By: _____
Name: _____
Its: _____

collectively, "ICO"


[Signatures continue on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

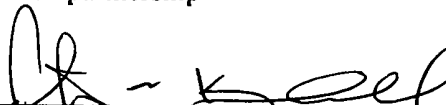
ICO MULTIFAMILY HOLDINGS, LLC,
a Utah limited liability company

By: 
Name: James E. Seafly
Its: Manager

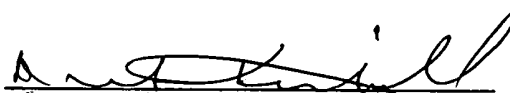
Q-6 ASSOCIATES, LLC,
a Utah limited liability company

By: 
Name: Victor M. Kimball
Its: Manager

RJL, LTD,
a Utah limited partnership

By: 
Name: Victor M. Kimball
Its: Manager

SJM LTD,
a Utah limited partnership

By: 
Name: David M. Kimball
Its: Manager

collectively, "ICO"

[Signatures continue on Next Page]

SWIPE N SHINE, LLC,
a Utah limited liability company

By: 

Name: Brett Pace

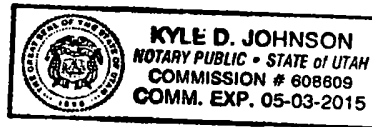
Its: Managing member

"SNS"

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

On June 30, 2014, personally appeared before me, a Notary Public, James G Seaberg, the Manager of ICO MULTIFAMILY HOLDINGS, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf such company.

WITNESS my hand and official Seal.



Notary Public in and for said State
My commission expires: 5/3/15

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

On _____, 2014, personally appeared before me, a Notary Public, _____, the _____ of Q-6 ASSOCIATES, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf such company.


WITNESS my hand and official Seal.

Notary Public in and for said State
My commission expires: _____

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

On June 30, 2014, personally appeared before me, a Notary Public, James G Seuberg, the Manager of ICO MULTIFAMILY HOLDINGS, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf such company.

WITNESS my hand and official Seal.



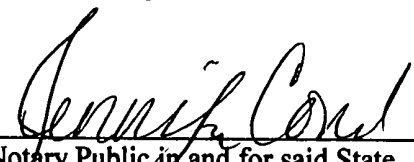
Notary Public in and for said State
My commission expires: 5/3/15



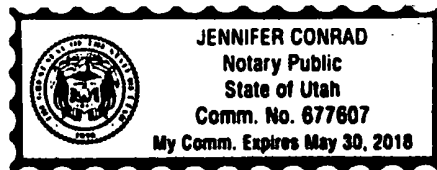
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On July 22, 2014, personally appeared before me, a Notary Public, Victor Kimball, the Manager of Q-6 ASSOCIATES, LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf such company.

WITNESS my hand and official Seal.



Notary Public in and for said State
My commission expires: May 30, 2018

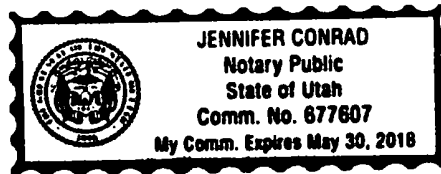


STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On July 22, 2014, personally appeared before me, a Notary Public,
Victor Kimball, the Manager of RJL,
LTD, a Utah limited partnership, personally known or proved to me to be the person whose name
is subscribed to the above instrument who acknowledged to me that he/she executed the above
instrument on behalf such partnership.

WITNESS my hand and official Seal.

Jennifer Conrad
Notary Public in and for said State
My commission expires: May 30, 2018

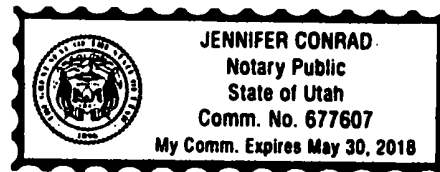


STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On July 22, 2014, personally appeared before me, a Notary Public,
David Kimball, the Manager of SJM
LTD, a Utah limited partnership, personally known or proved to me to be the person whose name
is subscribed to the above instrument who acknowledged to me that he/she executed the above
instrument on behalf such partnership.

WITNESS my hand and official Seal.

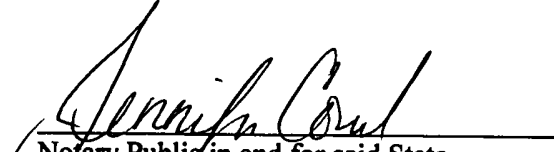
Jennifer Conrad
Notary Public in and for said State
My commission expires: May 30, 2018



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

On July 22, 2014, personally appeared before me, a Notary Public,
Brett Pace, the Manager of SWIPE
N SHINE, LLC, a Utah limited liability company, personally known or proved to me to be the
person whose name is subscribed to the above instrument who acknowledged to me that he/she
executed the above instrument on behalf of such company.

WITNESS my hand and official Seal.


Notary Public in and for said State
My commission expires: May 30, 2018

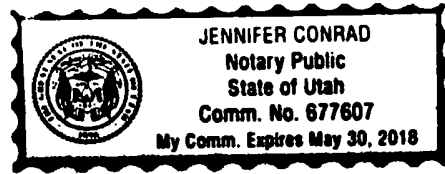


EXHIBIT A-1

LEGAL DESCRIPTION OF SNS PROPERTY

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 4800 SOUTH STREET SAID POINT BEING SOUTH 228.73 FEET AND WEST 1575.96 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 2 SOUTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 02°23'00" EAST, 234.74 FEET TO THE NORTHERLY BANK OF THE EXISTING LITTLE COTTONWOOD CREEK; THENCE SOUTHWESTERLY ALONG SAID BANK OF CREEK SOUTH 55°30'15" WEST, 42.40 FEET; THENCE WEST, 56.08 FEET TO AN EXISTING WOOD RAIL FENCE LINE; THENCE NORTHWESTERLY ALONG SAID FENCE LINE NORTH 7°56'00" WEST 24.30 FEET; THENCE NORTH 35°00'00" EAST, 77.73 FEET; THENCE NORTH 16°00' WEST, 155.82 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 4800 SOUTH STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 75°47'00" EAST, 85.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND INCLUDING:

BEGINNING AT A POINT WHICH IS SOUTH 228.73 FEET AND WEST 1575.96 FEET AND SOUTH 02°23'00" EAST 234.74 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 55°30'15" WEST, 42.40 FEET; THENCE EAST 35.95 FEET; THENCE NORTH 02°23'00" WEST, 24.06 FEET TO THE POINT OF BEGINNING.

NOTE: THIS IS A PARCEL OF GROUND THAT IS CONTAINED WITHIN THE CONFINES OF LITTLE COTTONWOOD CREEK ALIGNMENT.

Parcel No.: 21-12-106-015 (Tax Record Address = 4832 S MURRAY BLVD)

PARCEL 2:

BEGINNING AT A POINT WHICH IS SOUTH 228.73 FEET AND WEST 1575.96 FEET AND SOUTH 75°47'00" WEST 85.61 FEET FROM THE NORTH QUARTER CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 75°47'00" WEST 34.14 FEET TO AN EXISTING WOODEN RAIL FENCE THENCE SOUTH 08°46'45" EAST, 193.16 FEET ALONG SAID WOODEN FENCE TO AN ANGLE POINT IN SAID RAIL FENCE; THENCE SOUTH 07°56'00" EAST, 14.32 FEET ALONG SAID RAIL FENCE; THENCE DEPARTING FROM SAID WOODEN RAIL FENCE AND RUNNING NORTH 35°00'00" EAST 77.73 FEET; THENCE NORTH 16°00'00" WEST, 155.82 FEET TO THE POINT OF BEGINNING.

Parcel No.: 21-12-106-011 (Tax Record Address = 509 W 4800 S)

EXHIBIT A-2

LEGAL DESCRIPTION OF ICO PROPERTY

The property address is located at 4998 South Galleria Drive (Parcel No.: 21-12-107-006).

BEG S 502.64 FT & W 1231.17 FT FR N 1/4 COR OF SEC 12, T 2S,R 1W, S L M; S 64.67 FT;
W 154.3 FT; S 3°04'29" W 330.14 FT;S 71°10' W 240 FT; N 55.72 FT; W 120 FT; S 60.68 FT; S
87°38' W 138.45 FT; N 298.7 FT; N 57° E 157 FT; N 35° E 138.7 FT; E 296.26 FT; N 24.118
FT; S 82°31'26" E 91.9 FT; S65° E 64.97 FT TO BEG. LESS THAT PORTION DEEDED TO
MURRAY CITY 4.17 AC M OR L.

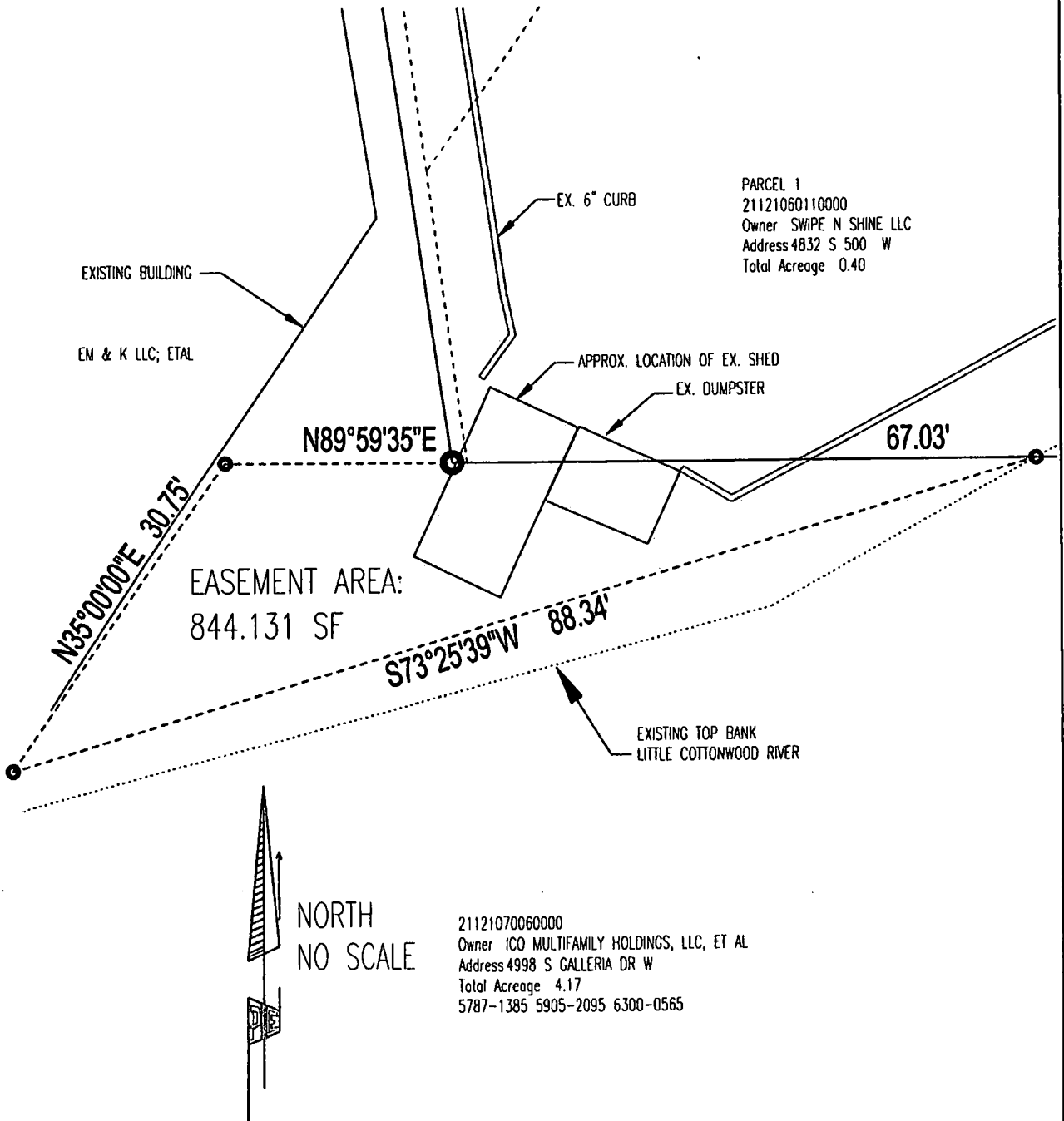
5787-1385 5905-2095 6300-0565 7528-16489407-7071

S.V.

EXHIBIT B
ATTACH DRAWING SHOWING EASEMENT AREA

PK

**EXHIBIT B
EASEMENT AREA GRAPHICAL**



PARCEL 1
21121060110000
Owner SWIPE N SHINE LLC
Address 4832 S 500 W
Total Acreage 0.40

EXISTING BUILDING
EM & K LLC; ETAL

EX. 6" CURB

APPROX. LOCATION OF EX. SHED

EX. DUMPSTER

N89°59'35"E

67.03'

EASEMENT AREA:
844.131 SF

S73°25'39"W 88.34'

EXISTING TOP BANK
LITTLE COTTONWOOD RIVER



NORTH
NO SCALE

21121070060000
Owner ICO MULTIFAMILY HOLDINGS, LLC, ET AL
Address 4998 S GALLERIA DR W
Total Acreage 4.17
5787-1385 5905-2095 6300-0565

SWIPE N SHINE CARWASH
4800 SOUTH 500 WEST MURRAY, UTAH

Peterson Engineering, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047 801-255-3503



EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

A parcel of land lying entirely North of the Little Cottonwood River, to wit:

BEGINNING AT A POINT WHICH IS SOUTH 00°06'54" West 145.34 feet and North 89°47'36" West 1390.46 feet along the monument line of 4800 South Street and South 346.96 feet and West 219.77 feet from the from the North Quarter Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and thence South 73°25'39" West 88.34 feet; thence North 35°00'00" East 30.75 feet; thence North 89°59'35" East 67.03 feet more or less to point of beginning.

Contains: 844.131 Sq. Feet more or less