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Book - 10893 Pg - 3469-3481
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, RETURN TO:

Galaxy SLC TP TX Group
8762 Preston Trace Blvd.
Frisco, Texas 75033
Attention: Cindy Sillivent

APN(s): 07 35 476 004
007
008

RECIPROCAL EASEMENT AGREEMENT

This RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of February 21st, 2019 by and between SALT LAKE HOTELS, LLC, a Utah limited liability company (with its successors and assigns, "Hotels") and SLC TP TX, LLC, a Texas limited liability company (with its successors and assigns, "SLC TP TX"). Hotels and SLC TP TX are at times collectively referred to herein as the "Parties" or "Lot Owners", as applicable.

RECITALS:

A. Hotels is the owner of certain real property situated in the Salt Lake City, Utah, and more particularly described on Exhibit A attached hereto, together with certain buildings and improvements presently located or to be located thereon (the "Hotels Property").

B. SLC TP TX is the owner of certain real property situated in the Salt Lake City, Utah, and more particularly described on Exhibit B attached hereto, together with certain buildings and improvements presently located or to be located thereon (the "SLC TP TX Property").

C. The Hotels Property and the SLC TP TX Property (collectively, the "Properties") intend to share certain infrastructure, including but not limited to, easements for emergency, vehicular and pedestrian access.

D. The Parties desire to enter into this Agreement to (i) grant each other certain rights and easements in, to, over and across the Properties; and (ii) enter into certain other covenants and agreements relating to the maintenance, operation and use of those portions of the Properties.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Hotels and SLC TP TX agree as follows:

AGREEMENT:

1. Recitals. The recitals to this Agreement are an integral part of the agreement and understanding of the parties, and are incorporated by reference in this Agreement.

2. Emergency, Vehicular and Pedestrian Access Easements. The Parties grant the following non-exclusive appurtenant easements in perpetuity in, on, over, under, across and through the Properties for the benefit of each other:

2.1. Hotels grants to SLC TP TX, its successors and assigns, and for the benefit of SLC TP TX, its successors, assigns and lessees and their respective agents, employees, customers, vendors and invitees, and without payment of any rent or other monetary consideration therefore, a non-exclusive easement appurtenant to the SLC TP TX Property for emergency, vehicular and pedestrian ingress and egress on, over, across and through the vehicular traffic aisles and pedestrian walkways located on the Hotels Property, as such may exist from time to time, subject to the provisions hereof.

2.2. SLC TP TX grants to Hotels, its successors and assigns, and for the benefit of Hotels, its successors, assigns and lessees and their respective agents, employees, customers, vendors and invitees, and without payment of any rent or other monetary consideration therefore, a non-exclusive easement appurtenant to the Hotels Property for emergency, vehicular and pedestrian ingress and egress on, over, across and through the vehicular traffic aisles and pedestrian walkways located on the SLC TP TX Property, as such may exist from time to time, subject to the provisions hereof.

3. Utilities Easement. The Parties grant the following non-exclusive appurtenant easements in perpetuity in, on, over, under, across and through the Properties for the benefit of each other: installation, maintenance and operation of public and private utilities and services for the Properties, including, without limitation, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities, and all related facilities, all of which shall whenever and wherever reasonably feasible be located below the surface of the Properties, or the surface of any other above ground improvements located thereon; provided, however, that (i) all of the foregoing permitted public and private utilities and installations shall be placed so as not to interfere with, restrict, or impede other uses of the Properties, and (ii) no such public or private utilities and installations shall be placed upon either Property without the prior written consent of the Lot Owner whose Property is affected. The Parties agree that the holder of any utility easement granted hereunder shall be responsible for maintenance of the easement area, and the Lot Owner whose Property is affected shall bear no responsibility for the maintenance, operation, management, restoration, repair or replacement of such easement.

4. Maintenance of the Easement Area. Each Lot Owner shall be responsible at its sole cost and expense for the maintenance, operation, management, restoration, normal repair and replacement of the easements granted pursuant to Sections 2 and 3 above to the extent located on their respective Properties. The Parties shall use a standard of care in providing for the repair, replacement, operation, management, restoration and maintenance of the improvements so as to maintain a state of good condition and repair (ordinary wear and tear excepted).

5. Use. The easements granted herein may be utilized in any lawful manner for the purposes for which such easements are granted herein, provided that all use of the Properties and the easements granted herein shall be subject to the following: (i) no portion of the Properties shall be used in a manner which unreasonably interferes with the use of the easements granted or reserved in this Agreement; and (ii) no use of the easements granted herein shall be made which unreasonably interferes with the use of the Properties.

6. Insurance. Each Lot Owner shall be responsible at its sole cost and expense for insurance coverage on their respective Properties.

7. Taxes. Each Lot Owner shall be responsible at its sole cost and expense for the real and personal property taxes, general and special assessments, duties, charges and levies of every kind, character and description whatsoever levied or assessed on their respective Properties.

8. Binding Effect and Recordation. This Agreement and any assignments hereof or amendments or modifications hereto shall be binding against the Parties and shall be recorded in the Official Records of the Salt Lake City, Utah ("Official Records").

9. Successors and Assigns/Runs with the Land. This Agreement shall be binding and shall inure to the benefit of the Parties hereto and their respective successors and assigns. The terms of this Agreement shall run with the land of the Lot Owner that is obligated to perform or is bound by such terms. Any future Lot Owner or lessee of Lot Owner shall be subject automatically as of the effective date of the assignment or conveyance to succeed to the rights and assume the obligations of the previous Lot Owner. This Agreement is to be recorded in the Official Records, and all rights and burdens shall run with the land.

10. Further Assurances. The Parties shall use reasonable efforts to take, or cause to be taken, all actions, and to do or cause to be done, all things necessary or desirable under applicable law to further the purposes of this Agreement. The Parties agree to execute and deliver such documents, certificates, agreements and other writings and to take such other actions as may reasonably be necessary or desirable in order to do same.

11. Estoppel Certificates. Each Lot Owner at any time, and from time to time, upon no less than 10 days' prior written notice from any other Lot Owner, shall execute, acknowledge and deliver to such other Lot Owner, or, at such other Lot Owner's request, a certificate legally sufficient to establish the status of any modifications, assignments, or defaults.

12. No Merger. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that the Properties may be owned by the same person from time to time, and such easements, covenants, restrictions and other provisions will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

13. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. No Waiver. No provision contained in this Agreement is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

15. Attorneys' Fees. If any action is brought because of a default under or to enforce or interpret this Agreement, in addition to the relief to which such Lot Owner is entitled, the Lot Owner prevailing in such action shall be awarded and the non-prevailing Lot Owner shall pay reasonable attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Agreement, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

16. Interpretation; Governing Law. The captions which precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which this Agreement is construed. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its principles of conflicts of law.

17. Not a Partnership. The Lot Owners do not by this Agreement, in any way or for any purpose, become partners or joint venturers in the conduct of their respective business or otherwise.

18. Final Agreement; Amendment; Counterparts. This Agreement constitutes the entire agreement between Hotels and SLC TP TX with respect to the subject matter thereof, and supersedes all prior agreements, written and oral. This Agreement may be amended only by an instrument recorded in the Official Records that is executed by the Lot Owners of the Properties. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

19. Venue. With respect to any suit, action or proceeding relating to this Agreement, each party irrevocably submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in Salt Lake County, Utah, and waives any and all rights to object that such court does not have jurisdiction over such suit, action or proceeding.

[Intentionally left blank--signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the first date set forth above.

HOTELS:

SALT LAKE HOTELS, LLC, a Utah limited liability company

By: JSDhillon
Name: Jagmohan Dhillon
Its: Manager

SLC TP TX:

SLC TP TX, LLC,
a Texas limited liability company

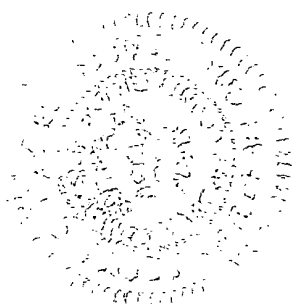
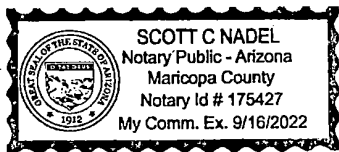
By: JSDhillon
Name: Jagmohan Dhillon
Its: Manager

NOTARY ACKNOWLEDGMENT

State of Arizona
County of Maricopa

Before me, Scott C. Nadel, on this day personally appeared Jagmohan Dhillon, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) 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.

Given under my hand and seal of office this 8th day of February 2019.



Personalized Seal)

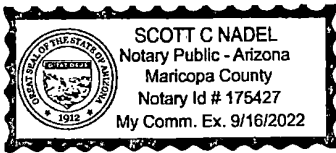
Scott C. Nadel
Notary Public's Signature

NOTARY ACKNOWLEDGMENT

State of Arizona
County of Maricopa

Before me, Scott C. Nadel, on this day personally appeared Jagmohan Dillon, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) 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.

Given under my hand and seal of office this 9th day of February 2019.



Personalized Seal)

Scott C. Nadel
Notary Public's Signature

Exhibit A
to
Reciprocal Easement Agreement
Legal Description of Hotels Property
(Attached)

Proposed Lot 12A1 BONNEVILLE CENTER PLAT E – 1ST AMENDED LOT 12 A

A part of Lot 12A of the BONNEVILLE CENTER PLAT E – 1ST AMENDED according to the official plat thereof recorded November 8, 2013, as entry no. 11756861, in book 2013p of plats at page 234, more particularly described as follows:

Beginning at a point on the southeasterly right of way line of Apollo Road which is 729.15 feet North 0°03'46" East along the quarter section line and 886.80 feet EAST to said right of way line and 1037.05 feet North 58°45'43" East along said right of way line from the South Quarter corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base & Meridian, said point also being the north corner of said Lot 12A; running thence South 31°14'17" East 314.61 feet along the northeasterly line of said Lot 12A to the east corner of said Lot; thence South 65°05'12" West 249.29 feet along a southeasterly line of said Lot; thence North 31°14'17" West 287.14 feet to said southeasterly right of way line; thence North 58°45'43" East 247.77 feet along said right of way line to the point of beginning.

Contains: 1.711 acres

160 N. Apollo Road

Salt Lake City, UT 84116

Exhibit B
to
Reciprocal Easement Agreement
Legal Description of SLC TP TX Property
(Attached)

Proposed Lot 12A2 BONNEVILLE CENTER PLAT E – 1ST AMENDED LOT 12 A

A part of Lot 12A of the BONNEVILLE CENTER PLAT E – 1ST AMENDED according to the official plat thereof recorded November 8, 2013, as entry no. 11756861, in book 2013p of plats at page 234, more particularly described as follows:

Beginning at a point on the southeasterly right of way line of Apollo Road which is 729.15 feet North 0°03'46" East along the quarter section line and 886.80 feet EAST from the South Quarter corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base & Meridian, said point also being the Southwest corner of said Lot 12A; running thence North 58°45'43" East 789.28 feet along said right of way line; thence South 31°14'17" East 287.14 feet to a southeasterly line of said Lot 12A; thence South 65°05'12" West 1.53 feet along said line to a corner of said Lot; thence South 75°44'45" West 625.97 feet along a southeasterly line of said Lot to the south corner of said Lot; thence South 87°36'11" West 215.86 feet along the south line of said Lot to the point of beginning.

Contains: 2.922 acres

140 N. Apollo Road

Salt Lake City, UT 84116