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08/20/2002 12:51 PM 34.00
Book - 8635 Pg - 1853-1864
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GUARDIAN TITLE
BY: ZJM, DEPUTY - WI 12 P.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the 20th day of August, 2002, by and between ROGER K. PETERSEN FAMILY TRUST, RAY L. PETERSEN BYPASS TRUST, and MAX. S. PETERSEN TRUST, whose address is 1940 E. 10980 S. Sandy, UT 84092 (collectively, "Petersen"), and BNY MIDWEST TRUST COMPANY, not in its individual capacity but solely as Owner Trustee of the Allstate Real Estate Trust, whose address is 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602 (the "Trustee").

WITNESSETH:

WHEREAS, as of the effective date hereof, Petersen is the owner in fee simple of certain real property and improvements located on South 400 West Street in Midvale, Salt Lake County, Utah (the "Petersen Property"), as legally described on Exhibit "A" attached hereto and made a part hereof, and graphically depicted on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, as of the effective date hereof, Trustee is the owner in fee simple of certain real property situated north of, and adjacent to, the Petersen Property, as legally described on Exhibit "A" and graphically depicted on Exhibit "B" (the "BNY Property"); and

WHEREAS, Trustee desires an easement over a portion of the Petersen Property as described below;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Petersen and Trustee agree as follows:

1. Grant of Access Easement.

(a) Subject to the terms and conditions of this Agreement, Petersen hereby grants and conveys an easement (the "Access Easement") to Trustee, its heirs, successors and assigns, on a non-exclusive basis (and in common with rights of Petersen and its successors and assigns in and to the Petersen Property, and the tenants, employees, agents, business invitees, customers and licensees of Petersen), for the purpose of providing Trustee and its tenants, employees, agents,

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business invitees, customers, and licensees vehicular and pedestrian access and the right to perform repairs between the BNY Property and South 400 West Street on, over and across that portion of the Petersen Property legally described on Exhibit "A" and graphically depicted on Exhibit "B" (the "Petersen Easement Area").

(b) Subject to the terms and conditions of this Agreement, Petersen hereby grants and conveys to Trustee, its agents and assigns, a temporary construction easement (the "Construction Easement") over portions of the Petersen Property within the proximity of the Petersen Easement Area and necessary for Trustee's construction of a driveway, related improvements and grading within the Petersen Easement Area.

2. Term. The term of the Access Easement shall commence on the date this Agreement is filed for record in the Recorder's Office of Salt Lake County, Utah, and shall run in perpetuity unless sooner terminated by written agreement between the parties. The term of the Construction Easement shall commence on the date this Agreement is filed for record in the Recorder's Office of Salt Lake County, Utah, and shall terminate on the earlier to occur of completion of the construction activities relating to the Access Easement or one year after the date this Agreement is filed for record in the Recorder's Office of Salt Lake County, Utah.

3. Maintenance and Repair. Trustee shall initially be responsible for the maintenance and repair of any improvements on the Petersen Easement Area, at Trustee's cost. Upon the development of the Petersen Property and the commencement of Petersen's use of the Petersen Easement Area, the cost of the maintenance and repair of the Petersen Easement Area shall be shared equally between Trustee and Petersen. Trustee shall continue to maintain the paving installed within the Peterson Easement Area, repairing the same as reasonably necessary from time to time and in compliance with all applicable governmental regulations or laws. Trustee will deliver an invoice, with appropriate back-up documentation, to Petersen after completion of work in which Trustee is seeking shared payment from Petersen. Trustee agrees that fifteen (15) days prior to any certain repair, which will exceed Five Thousand Dollars (\$5,000.00), Trustee will give Petersen written notice of such repair, including total cost ("Repair Notice"). At any time within fifteen (15) days following receipt by Petersen of the Repair Notice, Petersen may object in writing to the activities specified in the Repair Notice. In the event of an objection by Petersen, Trustee will provide Petersen with a copy of an inspection report or correspondence from the local municipality stating non-compliance with governmental regulations or laws. If Trustee provides such non-compliance information, Trustee may commence repairs. In the event Trustee fails to maintain or repair the Petersen Easement Area as necessary to comply with local governmental regulations or laws, Petersen shall have the right, but not the obligation, to perform such maintenance and/or repairs as may be reasonably necessary from time to time. Prior to commencing any maintenance and/or repairs, Petersen shall give to Trustee not less than fifteen (15) days written notice of the intent to perform such activities, including the necessary activities and costs ("Petersen Notice"). At any time within fifteen (15) days following receipt by Trustee of the Petersen Notice, Trustee may object in writing to or commence the activities specified in the Petersen Notice. In the event of an objection by Trustee, Petersen will provide Trustee with a copy of an inspection report or correspondence from the local municipality stating non-compliance with governmental regulations or laws. If Petersen provides such non-compliance information, Trustee may

commence the repairs and/or maintenance stated in the Petersen Notice or Petersen may complete such repairs and Trustee will reimburse Petersen for one-half (1/2) of all reasonable costs and expenses incurred by Petersen in performing such activities required by the local municipality, as specified in the Petersen Notice and which have not been commenced and/or completed by Trustee. Both parties agree that they will remit payment within thirty (30) days of receipt of a properly documented invoice manifesting that the work is complete. In the event a party fails to timely remit payment, the invoicing party may pursue all of its rights at law or equity.

4. Indemnification and Insurance. Except as otherwise provided in Section 3 above, Trustee agrees to indemnify and save harmless Petersen and its agents, representatives, and employees (the "Indemnitees") from any and all charges, claims and causes of action arising out of any damages, losses, expenses, charges, costs, injuries or illnesses sustained or incurred by the Indemnitees arising from Trustee's access to and use of the Petersen Property; provided, however, neither Trustee nor any of its beneficiaries, affiliates, successors, assigns, or lenders shall have any personal or entity liability to any party hereto with respect to its obligations under this Agreement or any other document executed by or on behalf of the parties in connection herewith, including, without limitation, any obligation to make payment, perform acts, or indemnify any other party, and such liabilities and obligations shall be enforced solely out of the right, title and interest of Trustee in and to the BNY Property. This indemnification is one of first defense and payment, not of reimbursement or surety. This Section 4 shall survive the expiration or termination of this Agreement. See attached page 3A for insert hereby incorporated into this document.

5. Covenants Running with the Land. The easements hereby granted, the restrictions hereby imposed and the covenants herein contained shall be easements, 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.

6. Notices. Any notice required or permitted to be given by the terms of this Agreement shall be given in writing and delivered by personal service, via a nationally recognized overnight courier or by United States Postal Service certified mail, to the parties at the addresses shown on the first page of this Agreement. Notice must also be sent to: Sterling Collision Centers, Inc.; Attn: General Counsel, 9 Tech Circle, Natick, Massachusetts 01760.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

8. Severability. If any provision of this Agreement is invalid or unenforceable, this Agreement shall be divisible as to such provision and the remainder of this Agreement shall be and remain valid and binding as though such provision was not included herein.

9. Headings and Captions. Headings and captions in this Agreement are for convenience or for reference only and shall not limit or affect the meaning hereof.

Insert to paragraph 4:

Trustee shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under Section 4 and insuring it against claims for personal injury, bodily injury or death, and property damage or destruction arising under its obligations under Section 4. Such insurance shall be written with an insurer licensed to do business in the State of Utah, shall name Petersen as an additional insured, and shall include a cross liability clause. The limits of liability of such insurance shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person, \$1,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$100,000 with respect to damage to or destruction of property, with a limit of \$2,000,000 in the aggregate in any one year. Trustee shall also provide and maintain umbrella coverage covering its obligations under Section 4 with limits of liability of not less than \$4,000,000 per occurrence with a limit of \$4,000,000 in the aggregate in any one year. Trustee shall furnish Petersen with a copy of a certificate evidencing such insurance and such certificate shall reference the cross liability clause. The policy of such insurance shall provide that the insurance represented by such certificate shall not be cancelled without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates.

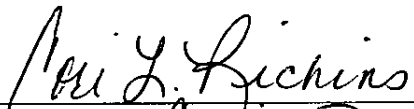
9. Headings and Captions. Headings and captions in this Agreement are for convenience or for reference only and shall not limit or affect the meaning hereof.

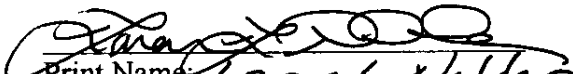
10. Governing Law. The parties hereto agree that this Agreement shall be governed by the laws of the State of Utah.

11. Counterparts. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one original document.

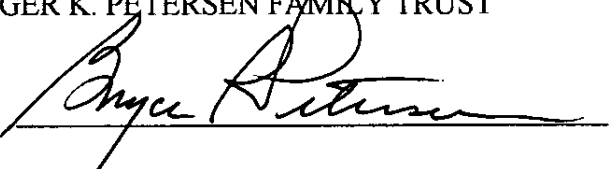
IN WITNESS WHEREOF, Trustee and Petersen have executed and delivered the within Agreement to be effective as of the day and year first above written.

WITNESSES:



Print Name: CORI L. RICHINS

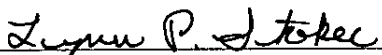

Print Name: AARON L. WALDER

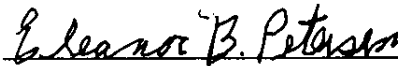
ROGER K. PETERSEN FAMILY TRUST

By: 
Its: Trustee (Successor)

RAY L. PETERSEN BYPBASS TRUST


Print Name: DIANE P. STOKER


Print Name: LYNN P. STOKER

By: 
Its: Trustee

MAX S. PETERSEN TRUST

Cori L. Richins
Print Name: CORI L. RICHINS

By: [Signature]

Its: TRUSTEE

[Signature]
Print Name: Karen L. Walker

BNY MIDWEST TRUST COMPANY, not in its individual capacity but solely as Owner Trustee of the Allstate Real Estate Trust

See Attached
Print Name: _____
Print Name: _____

By: _____

Its: _____

MAX S. PETERSEN TRUST

Print Name: _____

By: _____

Print Name: _____

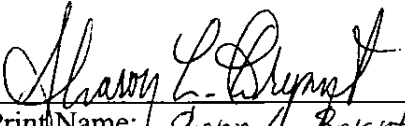
Its: _____

BNY MIDWEST TRUST COMPANY, not in its individual capacity but solely as Owner Trustee of the Allstate Real Estate Trust


Print Name: MARIA ONISCHAK

By: 

ROBERT CASTLE
ASSISTANT VICE PRESIDENT


Print Name: Shawn L. Boyant

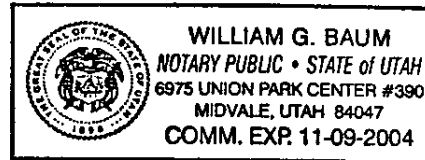
Its: _____

STATE OF UTAH)
) SS:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by Bryce R. Petersen, as Successor Trustee of the ROGER K. PETERSEN FAMILY TRUST, as his free act and deed individually and as Successor Trustee of said Trust.

My commission expires: 11/09/04

William D. Baum
Notary Public

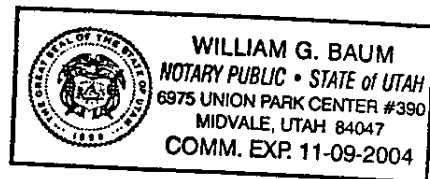


STATE OF UTAH)
) SS:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18th day of August, 2002, by Eleanor B. Petersen, as Trustee of the RAY L. PETERSEN BYPASS TRUST, as his free act and deed individually and as Trustee of said Trust.

My commission expires: 11/09/04

William D. Baum
Notary Public

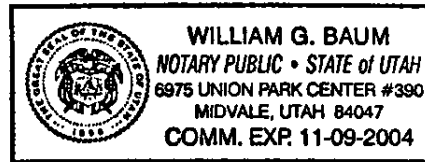


STATE OF UTAH)
) SS:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by James S. Petersen, as Trustee of the MAX S. PETERSEN TRUST, as his free act and deed individually and as Trustee of said Trust.

My commission expires: 11/09/04

William D. Baum
Notary Public



STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____ a _____ of BNY Midwest Trust Company, not in its individual capacity but solely as ~~Owner~~ Trustee of the Allstate Real Estate Trust.

My commission expires: _____

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, as _____ of the MAX S. PETERSEN TRUST, as his free act and deed individually and as _____ of said Trust.

My commission expires: _____
Notary Public

STATE OF Illinois)
) SS:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 19th day of August, 2002, by Robert Castle, a Assistant Vice President of BNY Midwest Trust Company, not in its individual capacity but solely as Owner Trustee of the Allstate Real Estate Trust.

My commission expires: 9/11/05
Notary Public Sally R Tokich



EXHIBIT "A"

PETERSEN PROPERTY:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF A 400 WEST STREET AS SHOWN IN THAT CERTAIN DEDICATION PLAT OF 400 WEST STREET AS RECORDED IN BOOK 77-4 AT PAGE 104 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 690.07 FEET AND WEST 227.20 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 10.00 FEET; THENCE SOUTH 00°05'48" WEST 50.00 FEET; THENCE EAST 10.00 FEET TO A POINT ON SAID 400 WEST STREET RIGHT-OF-WAY LINE; THENCE SOUTH 00°05'48" WEST ALONG SAID 400 WEST STREET RIGHT-OF-WAY LINE 150.31 FEET; THENCE WEST 277.45 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE-15 AS DEFINED BY THAT CERTAIN WARRANTY DEED AS RECORDED IN BOOK 8395 AT PAGE 6727 (REFERENCE UTAH DEPARTMENT OF TRANSPORTATION PARCEL NUMBER 15-7:29:A) AND THAT CERTAIN WARRANTY DEED AS RECORDED IN BOOK 7546 AT PAGE 2691 (REFERENCE UTAH DEPARTMENT OF TRANSPORTATION PARCEL NUMBER 15-7:30:A); THENCE NORTH 04°16'01" EAST ALONG SAID INTERSTATE-15 RIGHT-OF-WAY LINE 245.37 FEET; THENCE EAST 259.53 FEET TO A POINT ON SAID 400 WEST STREET RIGHT-OF-WAY LINE; THENCE SOUTH ALONG SAID 400 WEST STREET RIGHT-OF-WAY LINE 44.38 FEET TO THE POINT OF BEGINNING.
CONTAINS: 1.497 ACRES. (Now known as Lot 2, STERLING AUTOBODY SUBDIVISION)

BNY PROPERTY:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 400 WEST STREET AS SHOWN IN THAT CERTAIN DEDICATION PLAT OF 400 WEST STREET AS RECORDED IN BOOK 77-4 AT PAGE 104 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 399.15 FEET AND WEST 227.20 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH ALONG SAID 400 WEST STREET RIGHT-OF-WAY LINE 246.53 FEET; THENCE WEST 259.53 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE-15 AS DEFINED BY THAT CERTAIN WARRANTY DEED AS RECORDED IN BOOK 7546 AT PAGE 2691 (REFERENCE UTAH DEPARTMENT OF TRANSPORTATION PARCEL NUMBER 15-7:30:A); THENCE NORTH 04°16'01" EAST ALONG SAID INTERSTATE-15 RIGHT-OF-WAY LINE 123.36 FEET; THENCE NORTH 06°28'03" EAST ALONG SAID INTERSTATE-15 RIGHT-OF-WAY LINE 124.30 FEET; THENCE EAST 236.35 FEET TO THE POINT OF BEGINNING.
CONTAINS: 1.410 ACRES. (Now known as Lot 1, STERLING AUTOBODY SUBDIVISION)

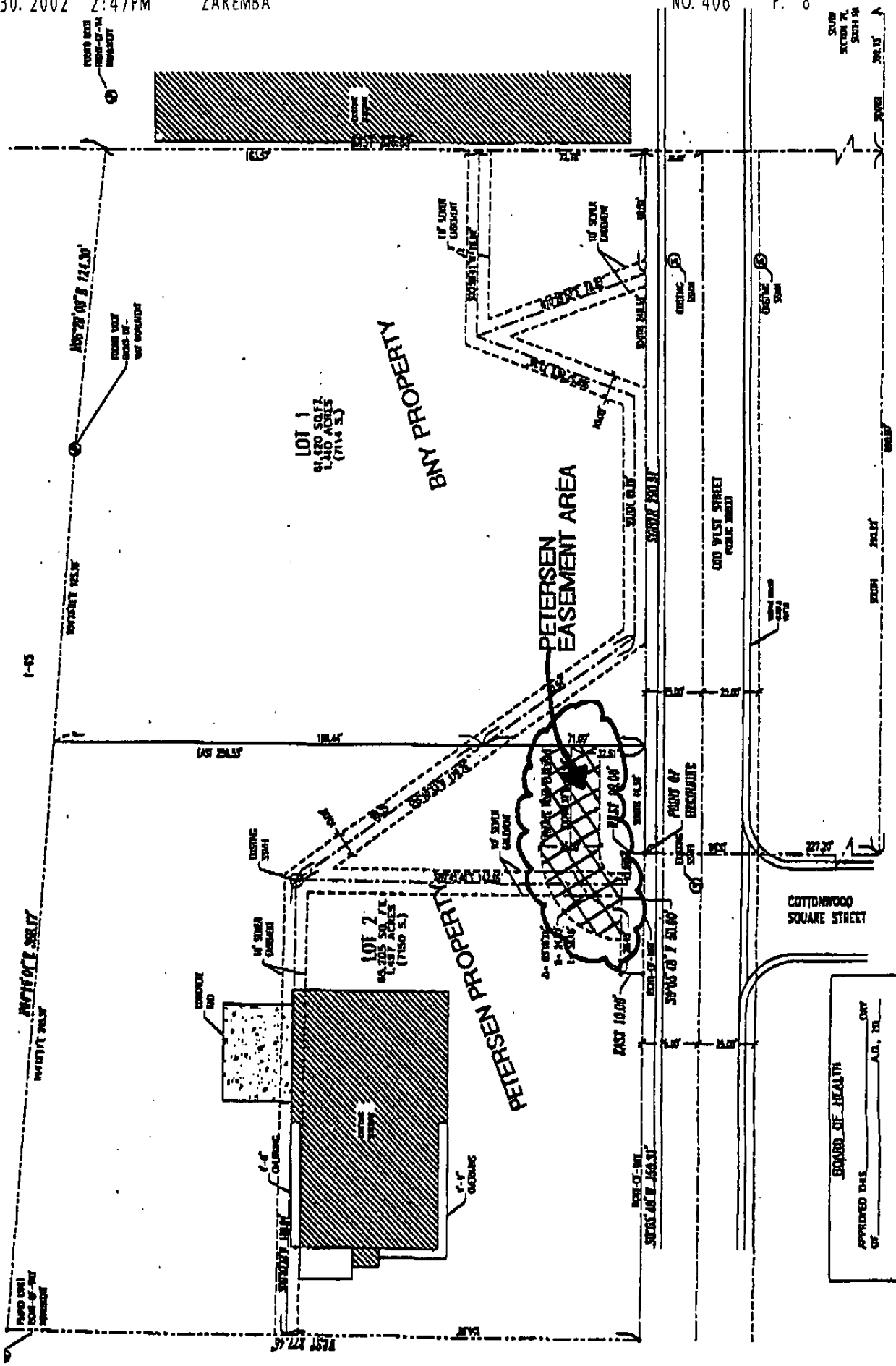
PETERSEN EASEMENT AREA:

A 25 FOOT WIDE PRIVATE ROAD EASEMENT, 12.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 645.69 FEET AND WEST 259.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING WEST 32.51 FEET FROM THE SOUTHEAST PROPERTY CORNER OF LOT 1, STERLING AUTOBODY SUBDIVISION (TO BE RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER), AND RUNNING THENCE SOUTH 00°00'32" WEST 43.51 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 24.5 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 85°16'26", A DISTANCE OF 36.46 FEET TO THE EAST PROPERTY LINE OF LOT 2 OF SAID STERLING AUTOBODY SUBDIVISION.

21-25-127- $\begin{cases} 003 \\ 008 \end{cases}$

EXHIBIT "B"



POOR COPY
CO. RECORDER

APPROVED THIS _____ DAY
 OF _____ A.D., 19____

BOARD OF HEALTH

DIRECTOR _____