

3966317

AGREEMENT FOR GRANTING AND USE OF RECIPROCAL EASEMENTS

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of May, 1984, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and HOTEL ASSOCIATES OF UTAH AND COLORADO, a Colorado limited partnership, hereinafter referred to as "HAUC";

W I T N E S S E T H :

1. Salt Lake County, a political subdivision of the State of Utah, hereby grants to HAUC a surface easement solely for the ingress, egress and passage of vehicular and pedestrian traffic and installation and maintenance of landscaping and a subsurface easement limited in use to the construction, operation and maintenance of a subterranean parking structure and attendant facilities for the following described parcel:

surface and Subsurface Easement granted to HAUC by Salt Lake County:

BEGINNING at a point which is South 172.0 feet and East 115.5 feet from the Northwest corner of Lot 5 Block 78, Plat "A", Salt Lake City Survey, and running thence East 495.92 feet; thence South 21.0 feet; thence West 495.92 feet; thence North 21.0 feet to the point of beginning.

*John W. Hill*  
SALT LAKE COUNTY  
COMMISSIONER CLERK

JUL 11 4 45 PM '84

MADE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

*No Fee*

2. County and HAUC hereby reciprocally grant to each other surface easements solely for the purposes of landscaping, parking, and ingress, egress and passage of vehicular and pedestrian traffic for the following described parcels:

Surface Easement granted to HAUC by Salt Lake County:

BEGINNING at a point which is South 173.0 feet from the Northwest corner of Lot 5, Block 78, Plat "A", Salt Lake City Survey; and running thence East 115.5 feet; thence South 20.0 feet; thence West 115.5 feet; thence North 20.0 feet to the point of beginning.

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Surface Easement granted to Salt Lake County by HAUC:

BEGINNING at a point 48.59 feet West and 151.0 feet South from the Northeast corner of Lot 8, Block 78, Plat "A", Salt Lake City Survey, and running thence West 227.0 feet; thence South 11.0 feet; thence West 85.92 feet; thence South 10.0 feet; thence East 312.92 feet; thence North 21.0 feet to the point of beginning.

The above-described surface easement granted to HAUC by County is subject to such rights, if any, created by a Lease dated May 22, 1968, by and between Stover, Inc. (Lessor) and Glen M. Anderson and E. S. Heinrich (Lessee).

General Provisions

3. HAUC covenants with County that it, its heirs or assigns, will pay for any damages done to County's real or personal property during the construction of the above-described access driveways and parking structure and will restore the surface of the ground to as good a condition as when entered upon by HAUC or its agents. HAUC further covenants that it, its heirs or assigns will pay for any damages to County's real or personal property in the event it shall become necessary to enter upon County's property for the purpose of repairing or maintaining the above-mentioned driveways, parking structure and attendant HAUC installed facilities.

4. HAUC agrees to indemnify, defend and save harmless Salt Lake County, together with its officers, agents and employees from any and all demands, claims, liability or damages which may arise out of any activities of HAUC involved in the construction, maintenance, including maintenance of pavement and drainage, or use of the subject easements for ingress, egress and passage of vehicles and pedestrians and for construction, use and maintenance of a parking structure.

5. County agrees to indemnify, defend and save harmless HAUC, together with its officers, agents and employees from any and all demands, claims, liability or damages which may arise out of the activities of County in the construction, maintenance, including maintenance of pavement and drainage, or use of the subject easement for ingress, egress and passage of vehicles and pedestrians.

6. HAUC agrees to comply with all applicable Salt Lake City ordinances and codes and with all applicable state and federal laws and regulations in the construction, maintenance and use of the subject easements and improvements located thereon.

7. The driveways and parking structure will be constructed and maintained in such a way that a fully-equipped fire truck can use the surface for ingress, egress and passage and shall comply with the requirements of paragraph 9 hereof. The grantees agree that no parking other than that required for the loading and unloading of materials, supplies, equipment or personnel incidental to the operation of HAUC or the Salt Palace Complex will be allowed on the easements granted for ingress and egress and passage of vehicles and pedestrians and mutually identified and located pursuant to paragraph 9 below.

8. The maintenance obligations of HAUC shall include the maintenance of the pavement and drainage of its parking terrace and surface easement. County's maintenance obligations include the maintenance of the surface and drainage of its surface easement.

9. All paving plans and specifications shall be subject to review and approval by both parties prior to the commencement of work. The plans for the grading work will be agreed upon mutually by the parties prior to the commencement of any work thereon. The paved portion of the easements for

vehicular passage will be no less than twenty-six (26) feet wide or the width of the easement, whichever is lesser. The exact location of the paving will be mutually agreed upon between the parties before the paving is commenced. The remaining unpaved portions of the easements located between HAUC and the Salt Palace will, at HAUC's expense, be landscaped by HAUC and maintained by them in perpetuity. HAUC will pay the full cost of the construction of the parking structure.

10. Any notice or demand by either party on the other shall be sent by certified mail and deemed delivered upon deposit in the U.S. Mails. Prior to commencement of any action to remedy any violation by either party of the conditions or obligations of this agreement, the party seeking to have the condition corrected or remedied shall give the other party thirty (30) days written notice of the default or violation. If the condition remains unremedied, the party seeking the remedy may correct the condition and charge the costs to the other party. If a lawsuit is required in order to enforce any of the provisions of this agreement, the party not at fault has the right to recover all costs of enforcement including reasonable attorney's fees.

11. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the names of their duly authorized officers, partners or agents to be signed hereunder.

SALT LAKE COUNTY,

HOTEL ASSOCIATES OF UTAH AND COLORADO, a Colorado limited partnership,

By *D. Michael Stewart*  
D. Michael Stewart, Chairman  
Board of County Commissioners

By *Grant E. Marsh*  
Grant E. Marsh, General Partner

ATTEST *H. Dixon Hindley*  
H. Dixon Hindley,  
Salt Lake County Clerk

APPROVED AS TO FORM  
Salt Lake County Attorney's Office  
Date 4-29-84  
By *[Signature]*

300-5572 PART 2091