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**WHEN RECORDED, MAIL TO:**

E. Nordell Weeks, Esq.  
320 Kearns Building  
136 South Main  
Salt Lake City, Utah 84101

5642379  
29 OCTOBER 93 10:54 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: REBECCA GRAY, DEPUTY

5642379

Space Above for Recorder's Use

**EASEMENT AGREEMENT**

**DATE:** October 26, 1993

**PARTIES:** MOTEL 6 OPERATING L.P., a Delaware limited partnership ("Grantor")

SAM N. KICHAS AND GLENDA KICHAS, husband and wife, their successors, assigns, lessees, licensees and agents ("Grantee")

**RECITALS:**

A. Grantor is the owner of certain real property located in Salt Lake County, Utah, some of which is more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by this reference.

B. Grantee is the owner of the real estate located adjacent to the Property and desires to obtain a perpetual and non-exclusive easement (the "Easement") in, under, along and through the Property for a permanent, non-exclusive easement and right-of-way to operate and maintain an underground storm drainage line and, Grantor is agreeable thereto, subject to the terms and conditions of this Easement.

**AGREEMENTS:**

1. **GRANT OF EASEMENT.** Subject to the terms and conditions of this Easement, Grantor grants to Grantee, and Grantee accepts from Grantor, a permanent non-exclusive Easement, located in the area described in Exhibit "A", attached hereto, for installation, operation and maintenance of an underground storm drainage line, in, under, along and through the Property.

2. **WARRANTIES OF GRANTEE.** Grantee acknowledges and agrees:

2.1 At Grantee's sole expense, Grantee has constructed, or will cause to be constructed, all improvements incidental to the Easement and, the use thereof contemplated by Grantee (the "Grantee's Improvements");

2.2 All of Grantee's work, maintenance and repair work shall be done in a workmanlike manner without interfering with the business of Grantor on the Property;

2.3 Grantee agrees to defend, indemnify and hold harmless Grantor against all losses, liabilities, costs and expenses (including reasonable attorney's fees) resulting from the failure of Grantee to observe or perform any term or condition of this Easement;

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2.4 Grantee shall not permit all or any portion of the Property to be encumbered by, or subject to, any lien or encumbrance including, without limitation, mechanic's or materialman's liens arising from either the construction or maintenance of any improvements on or the use of the Property;

2.5 The term "Improvement", as used herein, includes, without limitation, such items as fencing, curbs, paving, utility lines, parking lot striping, vegetation and lighting fixtures; and

2.6 Grantor expressly retains and reserves the right to continue to enjoy the use of the Property for any and all purposes except for any surface construction of structures, buildings, walls and signs constructed after the date hereof. Grantor may construct additional Improvements on the Property and may, at Grantor's expense, remove and replace any Improvements to another location which would serve Grantee's property.

3. **MAINTENANCE AND REPAIR.** Grantor shall have the right, but not the obligation to maintain and repair the Property and all Improvements thereon and thereunder and from time to time, at Grantor's expense; provided, however, if any such repair is done by Grantor, its agents or contractors, in Grantor's sole discretion, as a result of, or arising from any act or omission by Grantee or its invitees or licensees with respect to any portion of the Property, then Grantee shall reimburse to Grantor, upon demand, all expense for such repair.

4. **BINDING EFFECT.** The provisions of this Easement shall run with the land and bind the respective successors and assigns of Grantor and Grantee.

5. **TIME IS OF THE ESSENCE.** Time is of the essence of each and every provision of this Easement.

IN WITNESS WHEREOF, this Easement has been executed the day first above written.

GRANTEE:

By: Sam N. Kichas  
Sam N. Kichas

By: Glenda M. Kichas  
Glenda Kichas

GRANTOR:

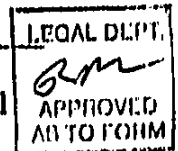
Motel 6 Operating L.P., a Delaware limited partnership

By: Motel 6 G.P., Inc., managing general partner

By: Kevin P. Hanley  
Kevin P. Hanley  
Senior Vice President  
Development and Real Estate

ATTEST: [Signature]

By: P. Gordon Stafford  
P. Gordon Stafford  
Vice President - General Counsel  
and Secretary

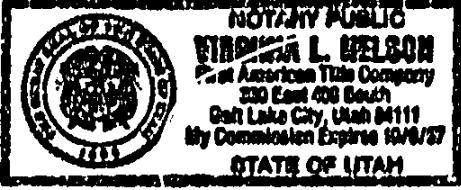


STATE OF UTAH

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COUNTY OF SALT LAKE

This instrument was acknowledged before me this 28th day of October, 1993 by Sam N. Kichas and Glenda Kichas, husband and wife, for the purposes and consideration therein expressed and in the capacity therein stated.



WITNESS my hand and official seal:

*Virginia L. Nelson*  
Notary Public, State of Utah  
My Commission Expires: 10/6/97

STATE OF TEXAS

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COUNTY OF DALLAS

On this 22nd day of October, 1993 before me the undersigned, a Notary Public in and for said State, personally appeared Kevin P. Hanley and P. Gordon Stafford, personally known to me or proved to me on basis of satisfactory evidence to be the persons who executed the within instrument as the Senior Vice President Development and Real Estate and Vice President - General Counsel and Secretary of Motel 6 G.P., Inc., managing general partner of Motel 6 Operating L.P., a Delaware limited partnership, the execution of the within instrument is made by said managing general partner on behalf of Motel 6 Operating L.P.



WITNESS my hand and official seal.

*Frances A. Grant*  
Notary Public, State of Texas  
My Commission Expires: 06-26-95

## DRAINAGE EASEMENT

### EXHIBIT "A"

A parcel of land lying within Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, situated in the City of Midvale, Salt Lake County, Utah, and being out of a tract of land conveyed to Motel 6 Development Corporation, a Delaware Corporation, per Deed in Book 5722, Page 230 of the official records of Salt Lake County, Utah, more particularly described as follows:

**BEGINNING** at a point which is South 00° 00' 00" West, a distance of 1710.00 feet and South 90° 00' 00" West, a distance of 154.105 feet from the North Quarter of said Section 25, said point being the northeast corner of said Motel 6 tract;

**THENCE** South 00° 00' 00" West along the east property line of said Motel 6 tract, a distance of 10.00 feet to a point for a corner;

**THENCE** North 90° 00' 00" West, departing said Motel 6 east property line, a distance of 400.83 feet to a point lying on the easterly right-of-way line of Catalpa Street (Interstate 15 - Variable right-of-way), being the point of curvature of a circular curve to the left having a radius of 2601.88 feet;

**THENCE** in a northeasterly direction along said easterly right-of-way line of Catalpa Street and along said circular curve to the left, through a central angle of 00° 14' 13", having a chord bearing and distance of North 21° 39' 14" East, 10.759 feet, and an arc length of 10.759 feet to the northwest corner of said Motel 6 tract;

**THENCE** North 90° 00' 00" East along the north property line of said Motel 6 tract, a distance of 396.86 feet to the POINT OF BEGINNING AND CONTAINING 3988 square feet, or 0.092 acres of land more or less.



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