

6703081

When recorded mail to:  
Alexander Rossi  
Unishippers Association, Inc.  
2545 East 3300 South  
Salt Lake City, UT 84109

6703081  
07/31/97 11:20 AM 40.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
UNISHIPPERS ASSOCIATION INC  
2545 E 3300 S  
SLC, UT 84109  
REC BY:R JORDAN ,DEPUTY - WI

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") effective as of the 30<sup>th</sup> day of July, 1997, is by and between UNISHIPPERS ASSOCIATION, INC., a Utah corporation with an address of 2545 East 3300 South, Salt Lake City, Utah, 84109 ("Unishippers"), and CRYSTAL INN COMPANY, LLC, a Utah limited liability company with an address of 56 East Broadway, Suite 410, Salt Lake City, Utah, 84101 ("Crystal"; Unishippers and its successors and assigns and Crystal and its successors and assigns are sometimes referred to hereinafter individually as an "Owner" and collectively as the "Owners").

**Recitals**

A. Unishippers owns that certain real property located in Salt Lake County, Utah, which is more particularly described on Exhibit "A" attached hereto (the "Unishippers Parcel").

B. Crystal owns that certain real property adjacent to the Unishippers Parcel in Salt Lake County, Utah which is more particularly described on Exhibit "B" attached hereto (the "Crystal Parcel"; the Unishippers Parcel and the Crystal Parcel sometimes referred to hereinafter individually as a "Parcel" and collectively as the "Parcels").

C. In order to comply with certain requirements of the Murray City, Utah, Planning Commission the parties hereto desire to enter into this Agreement to provide for reciprocal easements for pedestrian and vehicular access to the Parcels from adjacent public roads across a driveway to be maintained on a portion of the Unishippers Parcel and the Crystal Parcel, a diagram of which is attached hereto as Exhibit "C" (the "Driveway"). The Driveway is located entirely on the real property situated in Salt Lake County, Utah that is described more particularly on Exhibit "D" attached hereto

**Agreement**

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement to Unishippers. Subject to the terms and conditions set forth herein, Crystal hereby grants and conveys to Unishippers, its successors and assigns, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Unishippers Parcel (the "Unishippers Easement") across that portion of the Driveway that lies within the boundaries of the Crystal Parcel.

BK 7722 PG 2703

2. Grant of Easement to Crystal. Subject to the terms and conditions set forth herein, Unishippers hereby grants and conveys to Crystal, its successors and assigns, a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress to and from the Crystal Parcel (the "Crystal Easement"; the Unishippers Easement and the Crystal Easement are sometimes referred to hereinafter individually as the "Easement" and collectively as the "Easements") across that portion of the Driveway that lies within the boundaries of the Unishippers Parcel.

3. Existing Encumbrances. The Unishippers Easement is granted and conveyed pursuant to this Agreement subject to any and all encumbrances, easements, rights of way, and other title defects or exceptions of any type or nature existing as of the date of this Agreement with respect to the Crystal Parcel. The Crystal Easement is granted and conveyed pursuant to this Agreement subject to any and all encumbrances, easements, rights of way, and other title defects or exceptions of any type or nature existing as of the date of this Agreement with respect to the Unishippers Parcel.

4. Continuity of Easement.

a. The Unishippers Easement shall be appurtenant to and run with the Unishippers Parcel, and the Crystal Easement shall be appurtenant to and run with the Crystal Parcel.

b. The Unishippers Easement shall remain as an encumbrance upon the Crystal Parcel for the benefit of the Unishippers Parcel and the Crystal Easement shall remain as an encumbrance upon the Unishippers Parcel for the benefit of the Crystal Parcel.

c. The Easements shall be freely transferrable, but only in connection with the transfer of, and to the transferee of, the Unishippers Parcel and the Crystal Parcel, respectively.

d. The intensity of use under each Easement may be reasonably increased to accommodate the development of the Parcel benefitted thereby, but only to the extent of normal, commercial operations on each Parcel.

5. Maintenance of Driveway. Each Owner shall have the right to enter upon and bring workmen, equipment and materials upon the Driveway for the purpose of maintaining and repairing the Driveway. The parties hereto shall reasonably cooperate with each other to keep and maintain the Driveway in good order, condition and repair. If either Owner fails to so cooperate, the other Owner may arrange for necessary and reasonable work to be performed and materials to be provided for the maintenance and repair of the Driveway provided for herein. The Owner who arranges for such work to be completed shall be entitled to reimbursement of fifty percent (50%) of the total cost of such work from the Owner who has failed to cooperate. If either Owner, its agents or persons performing services for such Owner, causes or is responsible for any damage to the Driveway, other than normal wear and tear, such Owner shall pay all costs of repairing such damage. This section shall apply only to

repairs and replacements necessary to maintain the Driveway in its current configuration, but not to improvements or additions to the Driveway unless mutually agreed to by all of the then current Owners of the Parcels in writing.

6. Taxes. To the extent that the Easements are not separately assessed to either Owner, each Owner shall pay any and all taxes, levies or assessments made on its Parcel, including, without limitation, the portion of the Driveway situated on its Parcel. In addition, if the value of either Easement is separately assessed, each Owner shall pay such taxes, levies or assessments made on its Parcel, including such assessment relating to its Easement, and shall not be entitled to reimbursement therefor from the other Owner.

7. Third Party Claims. If either Owner's use of the Driveway results in the assertion or enforcement of any claim by any third party, the Owner whose conduct gave rise to the claim shall be solely liable to such third party and shall take such action as may be necessary to defend and discharge the claim, and shall indemnify and hold the other Owner harmless except to the extent that such other Owner's negligence or wrongful actions contributed to such claim.

8. Miscellaneous.

a. Authority. Each of the persons executing this Amendment represents and warrants that he or she has full power and authority to execute this Agreement on behalf of the entity for whom he or she has done so, and that such entity has full power and authority to enter into this Agreement and has duly approved and authorized this Agreement by all requisite action.

b. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, including all future Owners of the Unishippers Parcel and the Crystal Parcel. Upon the conveyance, transfer or disposition by any Owner of all of its right, title and interest in and to its Parcel, such Owner shall be relieved of all liability and responsibility under this Agreement, except for any liability or responsibility under Section 4 hereof for work performed, or for any liability or responsibility under Section 6 hereof with respect to any claim arising out of any event or circumstance that occurred, during the period such Owners held such right, title and interest.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

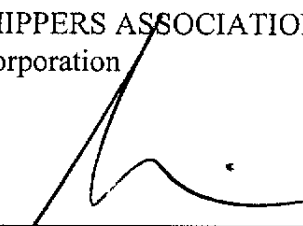
d. Enforcement, Attorneys' Fees. In addition to all of the remedies which may exist for the breach of this Agreement, each Owner and each subsequent owner of the Unishippers Parcel or the Crystal Parcel shall have the right to specifically enforce the terms and provisions hereof. In the event either party or any subsequent owner of the Unishippers Parcel or the Crystal Parcel breaches this Agreement, the other party or its successors or

assigns shall have the right to recover its costs and reasonable attorneys' fees incurred in enforcing this Agreement or otherwise asserting its rights hereunder.

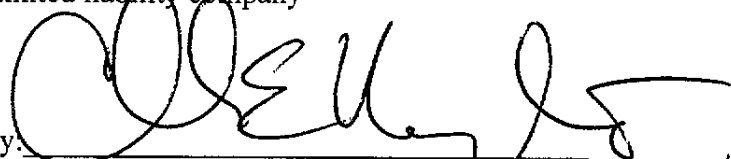
e. Counterparts. This Agreement may be executed in several counterparts which shall be treated as originals for all purposes and all so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

UNISHIPPERS ASSOCIATION, INC., a  
Utah corporation

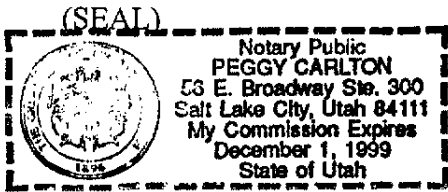
By:   
Its: VICE PRESIDENT

CRYSTAL INN COMPANY, LLC, a Utah  
limited liability company

By:   
Its: EXECUTIVE COMMITTEE CHAIRMAN

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

The foregoing instrument was acknowledged before me this 30 day of July, 1997, by Cheryl Magglet, the Executive Chair of Crystal Inn Company, LLC, a Utah limited liability company.



Peggy Carlton  
Notary Public

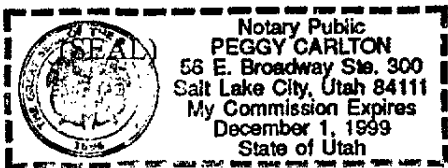
My Commission Expires:

12-1-99

Residing at: Salt Lake

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 1997, by Alex Ressa, the Vice Pres of Unishippers Association, Inc., a Utah corporation.



Peggy Carlton  
Notary Public

My Commission Expires:

12-1-99

Residing at: Salt Lake

**EXHIBIT "A"**  
**TO**  
**EASEMENT AGREEMENT**

**Description of the Unishippers Parcel**

The real property located in Salt Lake County, Utah, described as follows:

Beginning 3.4 rods East of the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 207.5 feet to the South side of 6560 South Street; thence South 84 deg. 25' East along the South side of said street a distance of 162 feet; thence South 1 deg. 27' West along an irrigation ditch 283.9 feet, more or less, to the North side of a canal right of way; thence South 77 deg. 30' West 47.4 feet; thence South 43 deg. 30' West 156.75 feet, more or less, along the North side of said canal right of way to the East side of a County Road; thence North 216 feet, more or less, to beginning.

ALSO:

Beginning at a point on the South side of 6560 South Street 3.4 rods East 207.5 feet North and South 84 deg. 25' East 162 feet from the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 84 deg. 25' East 143.25 feet; thence South 236.7 feet, more or less, to the North side of a canal right of way; thence South 77 deg. 30' West 153.3 feet, more or less, along said canal right of way to a point South 1 deg. 27' West from the point of beginning; thence North 1 deg. 27' East 283.9 feet, more or less, to beginning.

LESS AND EXCEPTING that portion deeded to MURRAY CITY by Quit Claim Deed, recorded April 8, 1985, as Entry No. 4071214, in Book 5643, at Page 2328, more particularly described as follows:

Beginning at a point on the South right of way line of 6400 South Street and the East right of way line of 700 East Street, said point being North 207.195 feet and East 55.451 feet from the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00 deg. 10'46" West 30.429 feet; thence South 84 deg. 30'00" East 246.410 feet; thence South 05 deg. 31'35" West 30.391 feet; thence North 84 deg. 28'25" West 243.385 feet to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to MURRAY CITY by Warranty Deed, recorded April 8, 1985, as Entry No. 4071214, in Book 5643, at Page 2329, more particularly described as follows:

Beginning at a point North 151.139 feet and East 55.627 feet from the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00 deg. 10'46" West 56.056 feet; thence South 84 deg. 28'25" East 243.385 feet; thence South 87 deg. 33'24" West 100.975 feet; thence North 84 deg. 28'25" West 100.00 feet; thence Southwesterly 63.475 feet along the arc of a 38.00 foot radius curve to the left (Note: Chord bears South 47 deg. 40'24.5" West 56.348 feet to the point of beginning.

ALSO LESS that portion deeded to MURRAY CITY by Warranty Deed, recorded October 3, 1994, as Entry No. 5935231, in Book 7030, at Page 0959, more particularly described as follows:

Beginning at the Northeast corner of said tract which is 3.4 rods East 207.5 feet North and South 84 deg. 25' East 305.25 feet from the West quarter corner of said Section 20; and running thence South 12.56 feet along the Easterly boundary line of said tract to a line 45.50 feet perpendicularly distant Southerly from the center line of Winchester Street; thence North 84 deg. 28'25" West 147.23 feet to a point on the North 84 deg. 28'25" West 147.23 feet to a point on the existing Southerly right of way of said street and the Northerly boundary line of said tract; thence North 87 deg. 33'24" East 90.16 feet along said line; thence South 84 deg. 28'25" East 56.74 feet, more or less, to the point of beginning.

ALSO LESS that portion deeded to STELLOY, INC., by Warranty Deed, recorded July 6, 1988, as Entry No. 4646465, in Book 6044, at Page 2578 and re-recorded July 14, 1988, as Entry No. 4650149, in Book 6047, at Page 913, more particularly described as follows:

Beginning at a point East 56.10 feet and South 95.86 feet from the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 139.80 feet to the North right of way line of the former Jordan and Salt Lake City Canal; thence South 77 deg. 30' West 32.78 feet along said line; thence South 43 deg. 30' West 156.75 feet also along said line; thence North 120.17 feet to the point of beginning.

LESS AND EXCEPTING any portion lying within the boundaries of 700 East Street and 700 East Street overpass incident to the construction of Highway Project No. 415-9.

Property Address:

701 EAST WINCHESTER STREET  
MURRAY, UTAH 84107

**EXHIBIT "B"**  
**TO**  
**EASEMENT AGREEMENT**

**Description of the Crystal Parcel**

The real property located in Salt Lake County, Utah, described as follows:

**PARCEL ONE**

Beginning at an existing State Road Right of Way marker, said marker being South 16°34'48" East 230.79 feet from the West Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Said Quarter Corner being located South 08°40'37" West 295.00 feet from the County Monument in the intersection of 700 East and Winchester (6400 South) Streets, and running thence North 00°14'05" East along the I-215 Right of Way line 12.87 feet; thence North 43°30'00" East 145.26 feet; thence North 77°12'21" East 198.94 feet; thence South 01°04'58" West 11.40 feet; thence South 70°38'16" East 203.96 feet to the Southwest Corner of the Bear River Mutual Insurance Company property; thence South 160.19 feet to a point on the North Right of Way and No Access line of I-215; thence South 87°48'32" West along said North line 85.02 feet; thence North 81°27'59" West 202.18 feet; thence North 89°56'31" West 150.05; thence North 73°44'11" West 53.59 feet; thence North 00°14'05" East 35.00 feet to the point of beginning.

(Contains 85,666 square feet or 1.97 acres)

**PARCEL TWO**

Beginning at the Southwest corner of the Bear River Mutual Insurance Company property, said point being South 137.92 feet and East 552.11 feet from the West Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said Quarter Corner being located South 08°40'37" West 295.00 feet from the County Monument in the intersection of 700 East and Winchester (6400 South) Streets, and running thence South 70°38'16" East 243.06 feet; thence North 89°47'03" East 107.22 feet to a point on an existing fence line on the East Boundary line of the Bear River Mutual Insurance Company property; thence North 00°05'33" West along said fence and boundary line 336.28 feet to a point on the Southerly Right of Way line of Winchester Street (6400 South); thence South 84°28'31" East along said Right of Way line 153.47 feet to a point on an existing fence line on the West boundary line of the Donald L. May Property; thence South along said fence and boundary line 267.06 feet; thence South 84°15'00" East 60.73 feet; thence South 08°50'15" East 57.43 feet; thence South 79°40'45" East 32.60 feet; thence North 86°24'15" East 162.59 feet; thence North 00°12'45" East 0.40 feet; thence North 86°31'53" East 169.80 feet; thence South



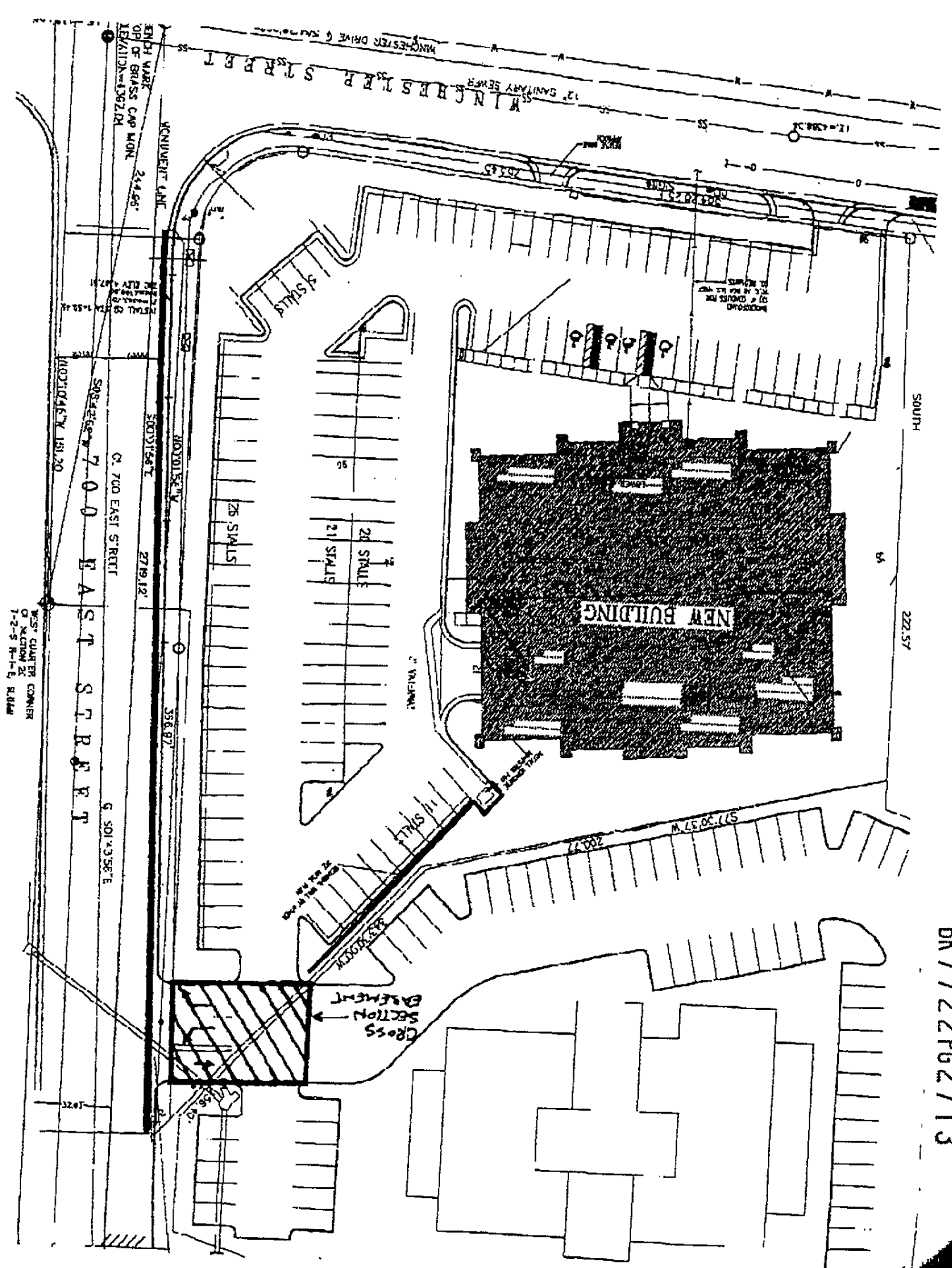
22°10'43" East 59.10 feet to the North Right of Way and No Access line of I-215;  
thence South 87°40'05" West along said North line 368.62 feet; thence South 89°02'13"  
West 238.43 feet; thence South 87°48'32" West 337.68 feet; thence North 160.19 feet to  
the point of beginning.

(Contains 121,214 square feet or 2.78 acres)

**EXHIBIT "C"  
TO  
EASEMENT AGREEMENT**

**Diagram of Driveway**

BK7722PG2712



BK 7722PG2713

**EXHIBIT "D"**  
**TO**  
**EASEMENT AGREEMENT**

**Description of Easements**

BEGINNING at a point East 60.28 feet and South 154.12 feet from the West Quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence N 88°16'02" E, 58.00 feet; thence S 00°02'06" E, 41.02 feet; thence S 88°16'02" W, 56.78 feet; thence N 01°43'58" W, 41.00 feet to the Point of Beginning.