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ENT 130650:2003 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
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UTILITY AND SIGNAGE EASEMENT AGREEMENT

Return document to:
Gary Patel
1505 South 40 East
Provo, UT 84606

This UTILITY AND SIGNAGE EASEMENT AGREEMENT ("Agreement") is made on this 13TH day of ~~July~~^{AUGUST}, 2003, by and among Summit Limited Partnership Four, a South Dakota limited partnership ("Summit"), and Kusum Enterprises, Inc., a corporation, ("Patel").

WITNESSETH

WHEREAS, Summit owns certain real property located in Provo, Utah, more particularly described as "Parcel A" on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Patel owns certain real property located in Provo, Utah more particularly described as "Parcel B" on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Parcel A and Parcel B are adjoining tracts, Patel desires to acquire an easement over Parcel A for the purposes of and in order to modify, supplement, maintain, operate and/or remove utility lines and appurtenant structures, including, but not limited to water lines, sewer lines, gas lines, electrical lines, cable lines, and electrical transformers. Such easement shall include the right of ingress and egress to allow Patel and its invitees enter the Parcel A for the purposes of maintaining and repairing such utility services. Such easement shall only be for those utility services that benefit Parcel B (although the utility services may also benefit other parcels) and partially or wholly lie in or near Parcel A;

WHEREAS, Parcel A and Parcel B are adjoining tracts, Summit desires to acquire an easement over Parcel B for the purposes of and in order to modify, supplement,

maintain, operate and/or remove utility lines and appurtenant structures, including, but not limited to water lines, sewer lines, gas lines, electrical lines, cable lines, and electrical transformers. Such easement shall include the right of ingress and egress to allow Summit and its invitees enter Parcel B for the purposes of maintaining and repairing such utility services. Such easement shall only be for those utility services that benefit Parcel A (although the utility services may also benefit other parcels) and partially or wholly lie in or near Parcel B;

WHEREAS, Parcel A and Parcel B are adjoining tracts, Patel desires to acquire an easement over Parcel A for the purposes of and in order to modify, supplement, maintain, operate and/or remove property signage and appurtenant structures. Such easement shall include the right of ingress and egress to allow Patel and its invitees enter the Parcel A for the purposes of maintaining and repairing such signage. Such easement shall only be for those signs that benefit Parcel B (although the signs may also benefit other parcels) and partially or wholly lie in or near Parcel A;

WHEREAS, Parcel A and Parcel B are adjoining tracts, Summit desires to acquire an easement over Parcel B for the purposes of and in order to modify, supplement, maintain, operate and/or remove property signage and appurtenant structures. Such easement shall include the right of ingress and egress to allow Summit and its invitees enter Parcel B for the purposes of maintaining and repairing such signage. Such easement shall only be for those signs that benefit Parcel A (although the signs may also benefit other parcels) and partially or wholly lie in or near Parcel B;

WHEREAS, The Summit Utility Easement Parcel is described as those portions of Parcel A on, over or under which utility services and their appurtenant structures which benefit Parcel B presently exist; the Patel Utility Easement Parcel is described as those portions of Parcel B on, over or under which utility services and their appurtenant structures which benefit Parcel A presently exist; the Summit Utility Easement Parcel and Patel Utility Easement Parcel are collectively known as the "Utility Easement Parcels";

WHEREAS, The Summit Signage Easement Parcel is described as those portions of Parcel A on, over or under which signs and their appurtenant structures which benefit Parcel B presently exist; the Patel Signage Easement Parcel is described as those portions of Parcel B on, over or under which signs and their appurtenant structures which benefit Parcel A presently exist; the Summit Signage Easement Parcel and Patel Signage Easement Parcel are collectively known as the "Signage Easement Parcels";

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Utility Easement to Patel. Summit hereby creates, grants, and conveys to Patel a nonexclusive easement over, across, and under the Summit Utility Easement Parcel for the purpose of providing Patel, its agents, and invitees ingress, egress and

access over and to the Summit Utility Easement Parcel for the use, construction and maintenance of utility services.

2. Grant of Utility Easement to Summit. Patel hereby creates, grants, and conveys to Summit a nonexclusive easement over, across, and under the Patel Utility Easement Parcel for the purpose of providing Summit, its agents, and invitees ingress, egress and access over and to the Patel Utility Easement Parcel for the use, construction and maintenance of utility services.
3. Grant of Signage Easement to Patel. Summit hereby creates, grants, and conveys to Patel a nonexclusive easement over, across, and under the Summit Signage Easement Parcel for the purpose of providing Patel, its agents, and invitees ingress, egress and access over and to the Summit Signage Easement Parcel for the use, construction and maintenance of property signs.
4. Grant of Signage Easement to Summit. Patel hereby creates, grants, and conveys to Summit a nonexclusive easement over, across, and under the Patel Signage Easement Parcel for the purpose of providing Summit, its agents, and invitees ingress, egress and access over and to the Patel Signage Easement Parcel for the use, construction and maintenance of property signs.
5. Disturbance. Patel hereby agrees that if Parcel A is disturbed by Patel's activities in the use of the above-granted easements, Patel shall restore the property to the condition existing prior to the disturbance. Summit hereby agrees that if Parcel B is disturbed by Summit's activities in the use of the above-granted easements, Summit shall restore the property to the condition existing prior to the disturbance.
6. Indemnification. Patel shall indemnify Summit from and against all loss, costs (including reasonable attorneys' fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with Patel's activities conducted on Parcel A. Summit shall indemnify Patel from and against all loss, costs (including reasonable attorneys' fees), injury, death, or damage to persons or property that at any time during the term of this agreement may be suffered or sustained by any person or entity in connection with Summit's activities conducted on Parcel B.
7. Default. In the event of any default of any provision of this Agreement by either party, the non-defaulting party shall have the right, in addition to any other remedies which such party may have by law or otherwise, to seek injunctive relief and enjoin the defaulting party from continuing such default. In addition, the non-defaulting party shall have the right to collect reasonable attorneys fees and costs.
8. Waiver. Either party may waive any default by the other without waiving any other prior or subsequent default hereunder. Neither the failure by either party to exercise, nor any delay by either party in exercising any right, power, restriction, or remedy

upon any default by the other shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power, restriction or remedy at a later date.

9. Successors. The benefits, restrictions, burdens and obligations under this Agreement, shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any property other than that currently owned by Patel or Summit.
10. Amendment. This Agreement and any provision herein contained may be terminated, extended, modified, or amended upon written consent of all of the parties hereto.
11. Existing Services. The parties hereto acknowledge that all easements granted by this Agreement are intended to allow Patel and Summit to continue to operate and maintain the utility services and signs that exist and benefit the respective parties as of the date of this Agreement. This Agreement is not intended to allow either party to use the Signage Easement Parcels or Utility Easement Parcels for the addition of new signs or new utility services.
12. Notice. All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their addresses as set forth in this Agreement, unless either party notified the other in writing of a different address. Notices shall be directed as follows:

To Summit:
Summit Limited Partnership Four
c/o The Summit Group, Inc.
2701 S. Minnesota Ave, Suite 6
Sioux Falls, SD 57105

To Patel:
Gary Patel
1505 South 40 East
Provo, UT 84606

13. Construction. This Agreement shall be construed under the laws of the State of Utah.
14. No Public Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant, or dedication of any portion of the Utility Easement Parcels or Signage Easement Parcels to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to the private use of the parties hereto.

This Agreement is binding upon and shall inure to the benefit of the heirs, successors, assigns and licensees of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

Summit Limited Partnership Four
by: The Summit Group, Inc., its general partner



By: Kerry W. Boekelheide, President

Kusum Enterprises, Inc.

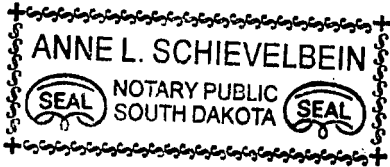
By:

Its:

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF MINNEHAHA)

On this the 4th day of August, 2003, before me, the undersigned officer, personally appeared Kerry W. Boekelheide, who acknowledged that he was the President of The Summit Group, Inc., the General Partner of Summit Limited Partnership One, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by him as president.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Anne L. Schievelbein
Notary Public - South Dakota

My Commission Expires
January 2, 2008

STATE OF UTAH)
: SS
COUNTY OF _____)

On this the ____ day of _____, 2003, before me, the undersigned officer, personally appeared _____ who acknowledged that he, as _____ of Kusum Enterprises, Inc. and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public – Utah

Drafted by:
Jennifer Larsen
The Summit Group, Inc.
5100 S. Tennis Lane, Suite 200
Sioux Falls, SD 57108

This Agreement is binding upon and shall inure to the benefit of the heirs, successors, assigns and licensees of the parties hereto.

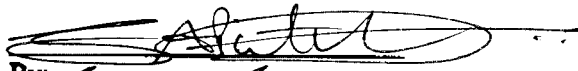
IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

Summit Limited Partnership Four
by: The Summit Group, Inc., its general partner



By: Kerry W. Boekelheide, President

Kusum Enterprises, Inc.

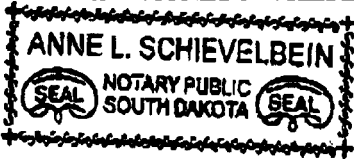


By: Gary Patel
Its: PRESIDENT

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF MINNEHAHA)

On this the 4th day of August, 2003, before me, the undersigned officer, personally appeared Kerry W. Boekelheide, who acknowledged that he was the President of The Summit Group, Inc., the General Partner of Summit Limited Partnership One, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by him as president.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



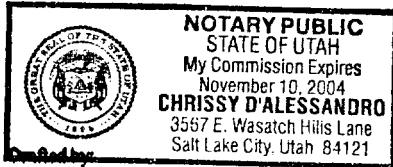
Anne L. Schivelbein
Notary Public - South Dakota

My Commission Expires
January 2, 2008

STATE OF UTAH)
: SS
COUNTY OF Salt Lake)

On this the 12 day of August, 2003, before me, the undersigned officer, personally appeared Gary Patel who acknowledged that he, as President of Kusum Enterprises, Inc. and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Chrissy D'Alessandro
Notary Public - Utah

Witnessed by
Jennifer Larson
The Summit Group, Inc.
5100 S. Tennis Lane, Suite 200
Sioux Falls, SD 57108

Exhibit A – Summit parcel

Parcel A

Lot 1, Plat "B", Summit Group Inc., a revision of Summit Group Inc., Plat "A", Lot 1, according to the official plat thereof on file and of record in the Office of the Utah County Recorder's Office, County of Utah, State of Utah.

Exhibit B – Patel parcel

Parcel B

Lot 2, Plat "B", Summit Group Inc., a revision of Summit Group Inc., Plat "A", Lot 1, according to the official plat thereof on file and of record in the Office of the Utah County Recorder's Office, County of Utah, State of Utah.