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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Aug 14 4:12 pm FEE 27.00 BY SFS
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**RECIPROCAL PARKING AND
INGRESS/EGRESS EASEMENT AGREEMENT**

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

This RECIPROCAL PARKING AND INGRESS/EGRESS EASEMENT AGREEMENT ("Agreement") is made on this 13TH day of 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 a right of ingress and egress over Parcel A to enter and exit to and from any point of access on Parcel A, and Summit desires to acquire a right of ingress and egress over Parcel B to enter and exit to and from any point of access on Parcel B;

WHEREAS, Parcel A and Parcel B are adjoining tracts, Summit desires to acquire a parking easement on a portion of Parcel B to park vehicles on any common parking area on Parcel B, and Patel desires to acquire a parking easement on a portion of Parcel A to park vehicles on any common parking area on Parcel A;

WHEREAS, The Summit Easement Parcel is described as those portions of Parcel A which are reasonably and commonly used for ingress, egress and parking; the Patel Easement Parcel is described as those portions of Parcel B which are reasonably and commonly used for parking; the Summit Easement Parcel and Patel Easement Parcel are collectively known as the "Easement Parcels";

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

1. Grant of Ingress/Egress Easement to Patel. Summit hereby creates, grants, and conveys to Patel a nonexclusive easement over, across, and under the Summit Easement Parcel for the purpose of providing Patel, its agents, guests, and invitees ingress, egress and access over and to the Summit Easement Parcel for pedestrian and vehicular traffic.
2. Grant of Ingress/Egress Easement to Summit. Patel hereby creates, grants, and conveys to Summit a nonexclusive easement over, across, and under the Patel Easement Parcel for the purpose of providing Summit, its agents, guests, and invitees ingress, egress and access over and to the Patel Easement Parcel for pedestrian and vehicular traffic.
3. Grant of Parking Easements. Summit hereby creates, grants, and conveys to Patel a nonexclusive easement over, across, and under the Summit Easement Parcel for the purpose of providing Patel, its agents, guests, and invitees vehicular parking on the Summit Easement Parcel. Patel hereby creates, grants, and conveys to Summit a nonexclusive easement over, across, and under the Patel Easement Parcel for the purpose of providing Summit, its agents, guests, and invitees vehicular parking on the Patel Easement Parcel.
4. Maintenance of Easement Parcel. Summit shall be responsible for all costs for the maintenance and repair of any access roadway or parking area located in Parcel A, and Patel shall be responsible for all costs for the maintenance and repair of any access roadway and parking area located on Parcel B. Such costs that may be associated with maintaining any access road and parking area and keeping the same in good repair and condition, include, but are not limited to, keeping said areas striped and free of snow, ice, and rubbish, together with providing adequate drainage and lighting thereon.
5. Barriers. Subject to the terms hereof, neither party shall do anything to interfere with the use of the easements granted under this Agreement by the other party.

No barrier, fence, or other divider shall be constructed on or adjacent to the Easement Parcels to limit parking to less than the requirements described herein. Notwithstanding anything set forth in this Agreement to the contrary, the foregoing prohibitions and limitations shall not apply to speed bumps, speed limit signs, and the like or to temporary structures, enclosures, and fencing erected in connection with outdoor sales of merchandise within the parking lot, provided that such structures, enclosures, and fencing do not unreasonably limit the availability of parking spaces so as to thwart the purpose hereof

6. Reasonable Rules and Regulations. Summit and Patel shall each have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, operation, and enjoyment of their respective parking lot and employee and guest parking within the parking lot. Each party to this Agreement agrees to honor any rules, restrictions, and regulations promulgated under this Agreement by the other party.

7. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant, or dedication of any portion of the 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 Summit and Patel and their respective Permittees.

8. Enforcement

- A. 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 attorneys fees and costs.
- B. 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 and Assigns. 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 properties other than Parcel A and Parcel B without the consent of the owners of the fee simple interest of all of Parcel A and all of Parcel B. The specific parties to this Agreement, Summit and Patel, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel

B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except however, for obligations that accrued during the parties' period of ownership of title.

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. Notices All notices under this Agreement shall be in writing and delivered personally, sent via facsimile, 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:

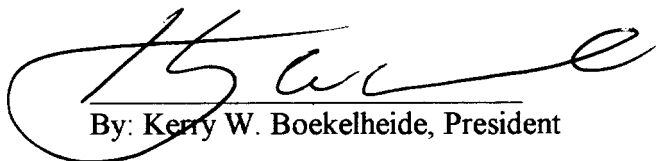
To Summit:
Summit Limited Partnership Four
c/o The Summit Group, Inc.
2701 S. Minnesota Ave., Suite 6
Sioux Falls, SD 57105

To Patel:
Gary Patel
c/o Sleep Inn
1505 South 40 East
Provo, UT 84606

12. Governing Law This Agreement shall be construed under the laws of the State of Utah.

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

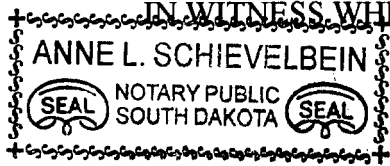
Kusum Enterprises, Inc.

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. Böckelheide, 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, being the _____ of Kusum Enterprises, Inc. and 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

B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except however, for obligations that accrued during the parties' period of ownership of title.

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. Notices. All notices under this Agreement shall be in writing and delivered personally, sent via facsimile, 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:

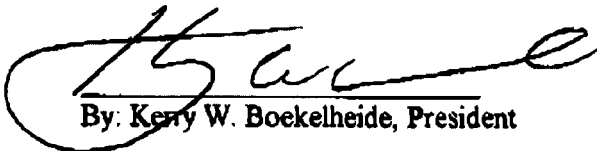
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c/o The Summit Group, Inc.
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To Patel:
Gary Patel
c/o Sleep Inn
1505 South 40 East
Provo, UT 84606

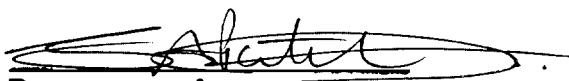
12. Governing Law. This Agreement shall be construed under the laws of the State of Utah.

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

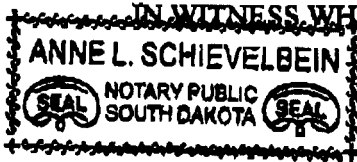
STATE OF SOUTH DAKOTA)

: 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

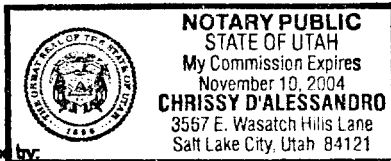
STATE OF UTAH)

: 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, being the President of Kusum Enterprises, Inc. and 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

Drafted by:
Jennifer Larsen
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.**