



2. Halle Grant. Halle hereby grants and conveys to Kristine and its tenants, licensees, invitees, successors and assigns, a perpetual, nonexclusive easement over and across the portion of the Easement Area located on the Halle Parcel for the purpose of permitting the passage of vehicles (including delivery trucks) and the passage and accommodation of pedestrians in connection with the operation of the Kristine Parcel, along with a perpetual, nonexclusive access easement for vehicular and pedestrian passage and accommodation over and across such portions of the Halle Parcel as may be established and/or used from time to time for vehicular and pedestrian passage and accommodation. Kristine shall have the right to permit the use of the Easement Area by its Permittees, as that term is hereinafter defined.

3. No Parking. The parties specifically acknowledge and agree that neither party has granted to the other, and nothing in this Agreement shall be deemed to have created, any parking easements for the benefit of either party over or across their respective Parcels.

4. Permittees. "Permittees" shall mean and refer to any tenants, subtenants, licensees, occupants, employees, customers, contractors, invitees, and visitors of the Kristine Parcel or the Halle Parcel, their respective heirs, legal representatives, successors and assigns. The joinder of Permittees in any amendment to this Agreement is not required.

5. Representations and Warranties.

(a) Kristine. Kristine has the power and authority to enter into this Agreement and to perform Kristine's obligations under this Agreement. Kristine holds indefeasible fee simple title to the Kristine Parcel, and except for the lender who has consented to this Agreement on page 6 hereto, there are no liens, or other financial claims or encumbrances concerning the Kristine Parcel or any part thereof.

(b) Halle. Halle has the power and authority to enter into this Agreement and to perform Halle's obligations under this Agreement. Halle holds indefeasible fee simple title to the Halle Parcel and there are no liens, or other financial claims or encumbrances concerning the Halle Parcel or any part thereof.

6. Runs With the Land. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Kristine, Halle, and their legal representatives,

successors and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Kristine Parcel or the Halle Parcel shall be entitled to the benefits and be bound by the burdens thereof.

7. Maintenance. Each party shall maintain or cause to be maintained at its expense the portion of the Easement Area located on its parcel in good order, condition and repair. Maintenance shall include, without limitation, maintaining and repairing curbs and roadway surfaces, and removing snow and debris. Each party shall use its reasonable efforts to coordinate such maintenance with the other party so as to avoid interruption in the other party's business.

8. Default. In the event any party is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the prevailing party's remedy shall be limited to injunctive relief and damages for the alleged breach of any of the provisions, and neither party shall have the right to terminate this Agreement. The prevailing party in any such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorney's fees. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

9. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties and their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

10. Obligations After Conveyance. Upon sale or transfer of fee title to either the Kristine Parcel or the Halle Parcel, the grantor thereof is thereupon automatically released from all liabilities with respect to the obligations and liabilities arising hereunder which accrue after the date of such sale or conveyance.

11. Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party by name and address. All notices to Kristine or Halle shall be sent to the address set forth below:

Kristine: Kristine Ann Properties LLC  
c/o Fred Barth  
Pentad Properties  
655 East 400 South, Suite 201  
Salt Lake City, UT 84111

Halle: Halle Properties, L.L.C.  
Attn: Department 1100  
20225 N. Scottsdale Road  
Scottsdale, AZ 85255

The person or address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the receipt.

**IN WITNESS WHEREOF**, this Agreement is executed to be effective as of the day and year first above written.

**KRISTINE:**

KRISTINE ANN PROPERTIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**HALLE:**

**HALLE PROPERTIES, L.L.C.**, an  
Arizona limited liability company

By: Brenda Haney  
Name: Brenda Haney  
Its: Agent

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IN WITNESS WHEREOF, this Agreement is executed to be effective as of the day and year first above written.

**KRISTINE:**

KRISTINE ANN PROPERTIES LLC

By: 

Name: N. Alan Sumnerchayes Kristine H. Sumnerchayes

Its: Managing Members

**HALLE:**

**HALLE PROPERTIES, L.L.C., an  
Arizona limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, the \_\_\_\_\_ of KRISTINE ANN PROPERTIES LLC, an \_\_\_\_\_ limited liability company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public

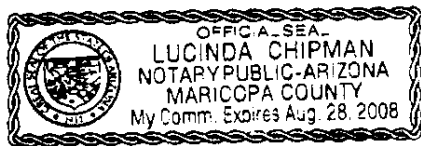
My Commission Expires:

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 18 day of September, 2006, by Brenda Haney, the Agent of HALLE PROPERTIES, L.L.C., an Arizona limited liability company, for and on behalf of the company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires

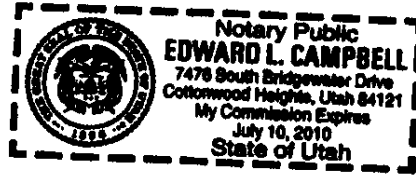


STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 15th day of September, 2006, by N. Alan Summerhays & Kristine H. Summerhays the Managing Members of KRISTINE ANN PROPERTIES LLC, an Utah limited liability company, for and on behalf of the company.

Edward L. Campbell  
Notary Public

My Commission Expires: 7-10-10



STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_, the \_\_\_\_\_ of HALLE PROPERTIES, L.L.C., an Arizona limited liability company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public

My Commission Expires

**Exhibit A**

**[The Kristine Parcel]**

All of Lot 2, DRAPER CROSSING SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

LESS AND EXCEPT:

The Halle Parcel as described on Exhibit B attached hereto



## Exhibit B

### [The Halle Parcel]

Beginning at a point on the East right-of-way line of Minuteman Drive, said point being North 1301.70 feet and East 799.57 feet and South 04°51'30" West 85.29 feet and South 06°29'38" West 100.43 feet from the Southwest corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian (basis of bearings being South 89°48'40" East between the Southwest corner and the South quarter corner of said Section 30); said point being further described as being South 04°51'30" West 85.30 and South 06°29'38" West 100.43 feet from the Northwest corner of Lot 2 of the Draper Crossing Subdivision as recorded in the official records at the Salt Lake Recorder's Office, Utah; and running thence East 188.50 feet; thence South 211.21 feet to a point on the Northerly right-of-way line of 12450 South Street; thence along said right-of-way line the following two (2) courses and distances: South 89°57'00" West 68.37 feet to a point on a 270.00 foot radius curve to the right (center bears North 00°03'00" West with interior angle of 37°10'14"); thence along said curve 175.16 feet by measurement to a point on a 25.00 foot radius compound curve to the right (center bears North 37°07'14" East with interior angle of 83°22'18"); thence along said curve 36.38 feet by measurement to a point on a 440.00 foot radius reverse curve to the left (center bears North 59°30'27" West with interior angle of 17°26'43"), said point being on said Easterly right-of-way line of Minuteman Drive; thence along said curve and said right-of-way line 133.97 feet to the point of beginning. Contains 43,605.20 square feet or 1.001 acres.

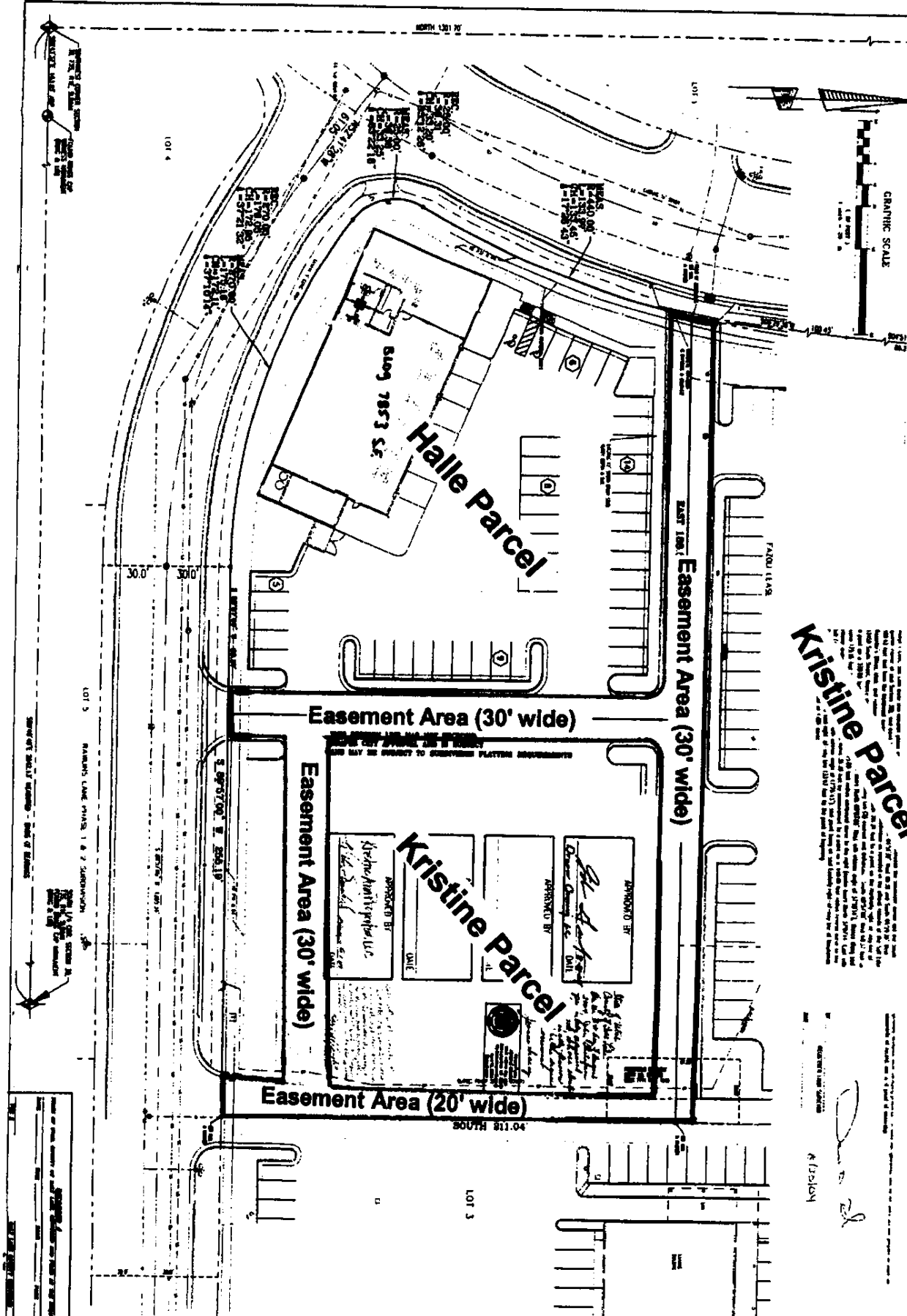
**Exhibit C**

**[The Kristine Parcel, the Halle Parcel,  
and the Easement Area]**

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m:/legal/wp/easmt/draper minuteman UT recip.access.2 clean

BK 9352 PG 9719



**Kristine Parcel**

THIS PARCEL IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF THE 'Halle Parcel' AND THE 'Kristine Parcel' AND TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF THE 'FAZOU LANE' AND TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF THE 'SOUTH 811.04'.

*[Handwritten signature]*  
 Kristine Parcel

S 10	PROPERTY SURVEY	SUMMERHAYES PROPERTY ADDRESS	PETERSON ENGINEERING, P.C. CONSULTING ENGINEERS & LAND SURVEYORS 2707 SOUTH 400 WEST ST. MIDVALE UTAH 84047 801-250-3801	
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