

After recording return to:

Bradley R. Helsten
2022 South 2100 East, #202
Salt Lake City, Utah 84108

ACCESS, PARKING AND MAINTENANCE EASEMENT AGREEMENT

DATED: February 21, 2014

BETWEEN: Summit Lodging II, L.C. ("Summit II")

AND Summit Lodging L.C. ("Lodging")

RECITALS:

- A. Summit II owns that certain real property more particularly described in the attached "Exhibit A" (the "Summit II Property").
- B. Lodging owns that certain real property more particularly described in the attached "Exhibit B" (the "Lodging Property")
- C. Lodging desires to grant to Summit II a nonexclusive easement for access, ingress and egress and vehicle parking on the portion of the Lodging Property containing approximately 5,510 square feet and beginning on the southeast corner of the Lodging Property and running west approximately 34 feet, then north 170 feet, then east 34 feet, then south 170 feet to the point of beginning, all as shown on Exhibit "C" (the "Easement Area"). The parties also desire to describe their respective responsibilities regarding the maintenance, repair and replacement of the Easement Area.
- E. Lodging is willing to grant the easements set forth herein in accordance with the terms and conditions set forth in this **ACCESS, PARKING AND MAINTENANCE EASEMENT AGREEMENT** (the "Agreement") for the benefit of Summit II.

AGREEMENT

In consideration of the foregoing and the mutual covenants of the parties contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree follows:

- 1. **Grant of Easement to Summit II.** Subject to the rights and restrictions set forth in this Agreement, Lodging hereby grants and conveys to Summit II a permanent and

nonexclusive easement over and across that portion of the Lodging Property, as shown and described on the attached Exhibit "C", for purposes of pedestrian and vehicular access to, ingress to and egress from the Summit II Property, including parking of vehicles, and for the use and enjoyment of the improvements, amenities and common areas constructed therein by Summit II (or its successors) for the right, benefit and use of Summit II and its successors, heirs, assigns, employees, guests, contractors, subcontractors, licensees, mortgagees, lessees and beneficiaries under any deeds of trust (collectively the "**Summit II Permitted Users**"), all subject to the provisions of this Agreement.

2. **Maintenance, Repair and Replacement.** Summit II shall have the sole obligation to improve and maintain the Easement Area in good condition and repair and in accordance with all applicable laws, ordinances, rules, regulations and governmental requirements as a parking area with related improvements. Such maintenance shall include, without limitation, patching or filling damage to pavement, resurfacing the parking areas and roadways on a regular basis, clearing the parking lot and roadways of debris, and removal of any obstructions. All maintenance, repair and replacement obligations shall be performed in a prompt, diligent and regular manner.
3. **Non-Use.** No right granted under this Agreement shall lapse because of non-use.
4. **Easements Run with the Land.** The Easement granted herein shall run with the land as to all property benefitted and burdened thereby, including any partition or division of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden, and benefit Summit II and Lodging and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deeds of trust.
5. **Conformance with Governmental Requirements.** Summit II shall cause all their respective uses of the Easement Area to be in conformance with all applicable federal, state, county and municipal laws, ordinances, regulations and requirements.
6. **Recording.** This Agreement shall be recorded in the official records of Davis County, Utah.
7. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or waiver of such provision itself.
8. **Attorney Fees.** If a suit, action or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing party shall be entitled to recover its attorney fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

9. **Remedies.** In the event that either party fails to perform any obligation under this Agreement, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the party reaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.
10. **Amendment and Termination.** This Agreement may be amended and/or terminated only by a written agreement signed by the parties hereto. Said amendment and/or notice of termination shall be recorded in the official records of Davis County, Utah.
11. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, administrators, successors and assigns.
12. **Entire Agreement.** This is the entire Agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

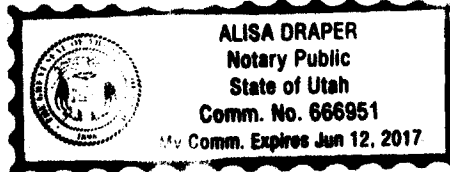
SUMMIT LODGING II, L.C.

By: *K. S. Garn*
Kevin S. Garn
Its: General Manager

STATE OF UTAH)
)ss:
County of Davis)

This instrument was acknowledged before me on February 21, 2014 by Kevin S. Garn, General Manager of Summit Lodging II, L.C. in his authorized and stated capacity.

Alisa Draper
Notary Public



SUMMIT LODGING, L.C.

By: *K. S. Garn*
Kevin S. Garn
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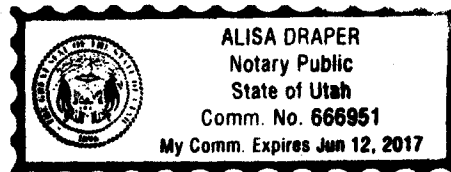


Exhibit "A"
Summit II Legal Description

LOT 9, AMENDED EAGLE PARK CENTRE, A COMMERCIAL SUBDIVISION IN THE CITY OF LAYTON, DAVIS COUNTY, UTAH AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

Exhibit "B"

LOT 7, EAGLE PARK CENTRE AMENDED, ACOORDING TO THE OFFICIAL PLAT
THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

TAX ID NO. 10-214-0007

EXHIBIT "C"
Easement Area

A parcel of land situate in the Northwest Quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Located in the City of Layton, County of Davis, State of Utah, said parcel being a portion of Lot 7, Amended Eagle Park Center (a Commercial Subdivision) recorded as Entry No.: 1463625, in Book 2400, at Page 287, of official records on file with the Davis County Recorder, said parcel being more particularly described as follows:

Beginning at the Southeast corner of Lot 7, said Amended Eagle park Center, said Southeast corner also being North 00°22'10" East, along the section line, a distance of 1324.92 feet; thence South 89°37'50" East, a distance of 322.23 feet, to the Southwest corner of said Lot 7; thence North 89°55'10" East, along the South line of said Lot 7, a distance of 327.56 feet from the West Quarter Corner of said Section 17; and running thence North 00°22'10" East, a distance of 170.00 feet, to the Northeast corner of said Lot 7; thence South 89°55'10" West, along the North line of said Lot 7, a distance of 32.71 feet, to a point of intersection with an existing vinyl fence line; thence South 00°07'43" West, along said vinyl fence line, a distance of 170.00 feet, to the aforesaid South line of Lot 7; thence North 89°55'10" East, along said South line, a distance of 32.00 feet, to the point of beginning.

Contains 5500 Square Feet, or 0.126 Acres.

Exhibit "C"
Easement Area
(CONT'd)

