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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAR 12 12:20 PM FEE .00 DEP LHL
REC'D FOR DAVIS COUNTY

WHEN RECORDED, RETURN TO:

Barry Burton, Asst. Director
Davis County C.E.D.
P.O. Box 618
Farmington, Utah 84025

VEHICULAR ACCESS, PARKING AND MAINTENANCE AGREEMENT

THIS VEHICULAR ACCESS, PARKING AND MAINTENANCE AGREEMENT (the "Agreement") is granted, made and entered into as of the 7th day of October, 2003, by and between DAVIS COUNTY, UTAH, a political subdivision and body politic duly organized and existing under the constitution and laws of the State of Utah ("Grantor"), and SUMMIT LODGING HGI, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of certain unimproved real property located in Davis County, Utah more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Parking Parcel"), that Grantor shall improve as a parking lot for a project to be known as the "Davis County Conference Center" (the "Center"). The Center will be comprised of a conference center (the "Conference Center"), and a hotel and related amenities (the "Hotel"), which will be connected to the Conference Center.

B. Grantee is the owner of Unit 2 of the Davis County Conference Center Condominiums (the "Hotel Condominium"), and intends to operate the Hotel therein.

C. Grantor has agreed to construct and maintain outdoor, ground-level parking and related amenities on the Parking Parcel to accommodate the Conference Center and the Hotel.

D. It is essential to Grantee's development plans for the Hotel that Grantee and the Benefited Parties (as defined in Section 1.4, below) have the right of ingress and egress to the Hotel Condominium and the right to utilize the parking spaces constructed on the Parking Parcel.

E. It also is essential to Grantee's development plans for the Hotel that Grantee obtain from Grantor a non-exclusive easement to install, operate, repair, maintain and improve the Utilities (as defined below) over, across, through and under the Parking Parcel.

F. Grantor has agreed to grant and convey to Grantee, for the use and benefit of the Benefited Parties, an easement for ingress, egress, access and parking purposes, and for the installation, operation, repair, maintenance and improvement of the Utilities, together with various rights and obligations in connection with the use thereof, as provided herein.

*10-349-0002
HGI's Davis Co Conf Ctr Subd*

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

ARTICLE I GRANT OF EASEMENT

1.1 Grant of Access and Parking Easements.

(a) Grant of Access Easement. Grantor hereby grants, conveys and warrants to Grantee, for the use and benefit of the Benefited Parties, a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, across and through the Parking Parcel. Such access shall be over the designated travel lanes within the Parking Parcel. Such easement shall be forever appurtenant to the Hotel Condominium, for the use and benefit of the Benefited Parties.

(b) Grant of Parking Easement. Grantor hereby grants, conveys and warrants to Grantee for the use and benefit of the Benefited Parties, a perpetual non-exclusive easement to utilize all of the parking spaces located on the Parking Parcel. Such easement shall be forever appurtenant to the Hotel Condominium, for the use and benefit of the Benefited Parties.

(c) Scope of Access and Parking Easements. The Benefited Parties shall be entitled to utilize the access easement and occupy the parking spaces in the Parking Parcel free of charge and on the same basis as any other member of the general public who is legally and lawfully utilizing the Conference Center. The easement and rights described herein are subject, in each case, to the rights of Grantor to redesign, modify or restrict the Parking Parcel to the extent permitted by Article II, below.

1.2 Grant of Utilities Easement. Grantor hereby grants, conveys and warrants to Grantee for the use and benefit of the Benefited Parties, a perpetual non-exclusive easement over, across, through and under the Parking Parcel for the construction, installation, operation, repair, improvement and maintenance of the Utilities, subject to Grantor's right to approve the location of such Utilities as set forth in Section 1.2(b) below. For purposes of this Agreement, "Utilities" shall include, without limitation, sewer, water, gas, electricity, storm drainage facilities, telephone, cable television, and other communication facilities, Internet and other data transmission facilities, including all necessary wires, fixtures, lines, equipment, all catch basins, grates and receivers, and all other facilities necessary for the reasonable use thereof and any and all improvements thereto. Such easement shall be forever appurtenant to the Hotel Condominium, for the use and benefit of the Benefited Parties.

(a) Scope of Utilities Easement. Grantee shall have the right at its sole cost and expense to use the Parking Parcel to bury, locate, operate, expand, maintain, repair, relocate, inspect, access, and otherwise deal with any portion of the Utilities. To the

extent reasonably possible, all portions of the Utilities shall be located underground. Grantee shall have the right to excavate the Parking Parcel as necessary after obtaining prior written consent from Grantor, and Grantee shall in all instances repair and restore the Parking Parcel to substantially the same condition as existed immediately prior to any excavation, construction or maintenance.

(b) Grantor's Approval of Location for Utilities. Grantee shall not commence the installation or construction of any Utilities on the Parking Parcel until such time as Grantor has approved in writing the precise location of such Utilities within the Parking Parcel. Grantor shall not unreasonably withhold its consent to the placement of the Utilities in locations within the Parking Parcel proposed by Grantee.

1.3 Covenants to Run with the Land. The easements, covenants and restrictions described in this Article I shall run with the land and shall forever burden the Parking Parcel, as the servient estate, and benefit the Hotel Condominium, as the dominant estate.

1.4 Benefited Parties. For purposes of this Agreement, Benefited Parties shall include: (i) Grantee; (ii) all tenants, subtenants, contractors, vendors, suppliers, employees, agents, customers, guests, licensees, concessionaires and other invitees of Grantee; and (iii) Grantee's successors, transferees and assignees.

ARTICLE II IMPROVEMENTS TO THE PARKING PARCEL

2.1 Parking Parcel Improvements. Grantor has created, and Grantee has approved, a site plan for the parking stalls, lights, landscaping and other improvements to be located on the Parking Parcel (the "Improvements"), which site plan complies with all rules, regulations and ordinances of all Governmental Authorities and is attached hereto as Exhibit B and incorporated herein by reference (the "Site Plan"). Grantor shall construct, or have constructed, the Improvements in accordance with all rules, regulations and ordinances of all Governmental Authorities (as defined below), including, without limitation, the ordinance that the Parking Parcel contain a sufficient number of parking stalls for the Hotel. For purposes of this Agreement, "Governmental Authorities" shall mean the United States, the State of Utah, the City of Layton and the County of Davis, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Center or the Parking Parcel. Grantor shall not make any changes to the Improvements or the Site Plan without the prior written consent of Grantee, which consent shall not be unreasonably withheld. All Improvements to the Parking Parcel shall be constructed in a good and workmanlike manner, using high quality, durable materials. Grantor shall pay all fees and costs associated with the design and construction of the Improvements.

2.2 Expansion or Modification.

(a) Improvements on Parking Parcel. Grantor reserves the right to expand or otherwise modify the Improvements at any time in the future, so long as such expansion or other modification shall comply with the foregoing Section 2.1.

(b) Expansion or Modification of the Conference Center. Grantor reserves the right to expand the Conference Center to the North and West. In such event, some of the parking stalls located on the Parking Parcel may be eliminated, and Grantor agrees to construct a multi-level parking structure or take such other action as may be required to ensure that the Hotel and Conference Center have a sufficient number of parking stalls to meet the rules, regulations and ordinances of all Governmental Authorities. Grantee's easement rights granted herein shall include the right to access and utilize any parking structure constructed on the Parking Parcel, consistent with its rights to the surface parking on the Parking Parcel.

(c) Interference with Use and Enjoyment. Grantor shall not construct any improvements on the Parking Parcel that may interfere with the Benefited Parties' use and enjoyment of the Parking Parcel as contemplated by this Agreement or that may obstruct access to the Parking Parcel from the entrance(s) or exit(s) to the Hotel.

(d) Parking for Outparcels. Grantor and Grantee acknowledge that the Improvements, as shown on the Site Plan, are intended for the exclusive use of the Conference Center and the Hotel Condominium. In the event that one or more restaurants or other commercial improvements are constructed on the property labeled as Lot 3 on the Site Plan (the "Outparcels"), additional parking will have to be constructed to satisfy the applicable governmental requirements for the development of the Outparcels. No portion of the Parking Parcel may be used to satisfy the parking requirements for the Outparcels unless additional parking is constructed on the Parking Parcel for such purpose, and then only so long as such additional parking does not adversely affect the Hotel's compliance with applicable parking requirements, or impair the access, use or enjoyment of the parking facilities in the southern half of the Parking Parcel by the Benefited Parties.

2.3 Parking Parcel Use. Except for the Maintenance Fee (as defined below) to be paid to Grantor by Grantee, the Benefited Parties shall be entitled to use the Parking Parcel free of charge. Grantee shall not have the right to charge any fees to its guests or other members of the public for parking on any portion of the Parking Parcel. In the event that Grantor elects to charge fees for the use of any parking facilities on the Parking Parcel, Grantor shall set aside the parking spaces depicted as "Reserved Hotel Parking" on the site plan attached hereto as Exhibit C and incorporated herein by reference (the "Reserved Hotel Parking"), and shall provide such personnel and resources as may be required to ensure that the Reserved Hotel Parking is not occupied by individuals other than the Benefited Parties. The number of spaces set aside as Reserved Hotel Parking shall be the number of parking spaces required for the Hotel pursuant to the requirements of applicable Governmental Authorities then in effect and applicable to the Hotel.

2.4 Monument Sign. Grantor hereby grants to Grantee the non-exclusive right to construct, install, repair and maintain a monument sign displaying the name of the Hotel ("Monument Sign") along that portion of the Parking Parcel adjacent to Heritage Park Boulevard, subject to the following requirements and conditions:

(a) Grantee shall obtain all required governmental permits, licenses, authorizations and approvals for the Monument Sign;

(b) Grantee shall bear the cost of acquisition, construction, installation, repair and maintenance of the Monument Sign;

(c) Grantee shall comply with all applicable governmental laws, statutes, regulations, rules, codes and ordinances;

(d) Grantee shall comply with the provisions of this Agreement;

(e) The design, size, location, materials and colors of the Monument Sign shall be subject to Grantor's approval, which approval shall not be unreasonably withheld or delayed.

(f) Grantee's signage rights under this Section 2.4 may not be assigned to any assignee of this Agreement or any subtenant of Grantee without Grantor's prior written consent, which consent shall not be unreasonably withheld or delayed.

ARTICLE III
MAINTENANCE AND OPERATIONS

3.1 Grantor to Maintain Parking Parcel and Exterior Common Area Grantor shall provide or contract for all upkeep (including, without limitation, snow removal and regular re-striping of lanes and parking spaces), repairs, resurfacing and other maintenance of the Improvements on the Parking Parcel, as well as those parking facilities situated on land that is part of the common area of the condominium regime for the Center ("Exterior Common Area"). Also included in the Exterior Common Area is landscaping, walkways, patios and other improvements included in the Center. Grantor shall provide or contract for the care and maintenance of this and all other portions of the Exterior Common Area, including, without limitation, snow removal from walkways, irrigation, fertilizing, mowing, trimming, lawn and plant care, plant and tree replacement and similar items.

3.2 Calculation of Maintenance Fees. Notwithstanding such obligation of Grantor, Grantee shall pay to Grantor a maintenance fee as calculated in this Section (the "Maintenance Fee"). Such Maintenance Fee shall reimburse Grantor for a portion of Grantor's actual costs (exclusive of Grantor's administrative costs, if any) for maintaining the Parking Parcel and the Exterior Common Area in the manner set forth in Section 3.4 below (the "Actual Maintenance Costs"). Property taxes and assessments, if any, levied against the Parking Parcel and Exterior Common Area shall be included in the Actual Maintenance Costs. Grantee's Maintenance Fee shall be equal to (i) a fraction, the numerator of which is the actual number of parking stalls required for the Hotel under the rules, regulations, laws and ordinances of all Governmental Authorities, and the denominator of which is the total number of parking stalls located on the Parking Parcel, (ii) multiplied by the Actual Maintenance Costs. By way of illustration, if the Actual Maintenance Costs are \$10,000 for a given period, and the Hotel is required to have 150 parking stalls of the 500 total parking stalls on the Parking Parcel, then Grantee would be required to pay a Maintenance Fee of \$3,000 for such period (i.e., $150/500 \times \$10,000$).

3.3 Payment of Maintenance Fee.

(a) Grantee shall pay the Maintenance Fee on a monthly basis. To that end, on or before the fifteenth (15th) day of each month, Grantor shall deliver to Grantee an invoice for the Maintenance Fee for the prior month. Grantee shall pay the amount of such invoice within thirty (30) days of the invoice date. Grantor or its agent with management responsibility for the Parking Parcel shall keep detailed records of all receipts and expenditures relating to the care and maintenance of the Parking Parcel. Grantee shall have the right to audit such expenses, at Grantee's sole and exclusive expense, one (1) time during each calendar year. In the event that the actual costs, as established by Grantee's audit, are less than the costs represented by Grantor in establishing the Maintenance Fee, Grantee shall be entitled to receive a credit against future Maintenance Fees in the amount disclosed by the audit. Grantor, within fifteen (15) days following written request of any lender or potential purchaser of the Hotel, shall issue a written statement certifying whether Grantee is current in its payment of the Maintenance Fees or the amount, if any, due and owing.

(b) In the event Grantee fails or refuses at any time to pay the Maintenance Fee, then legal action may be instituted against the Grantee for such amount, plus interest at the rate of fifteen percent (15%) per annum from the date due until paid. In addition, Grantor shall have a lien on the Hotel Condominium for the amount of the Maintenance Fee owed, plus interest as provided herein, costs and attorney's fees incurred in connection with such delinquency and collection.

(c) The lien provided for in Subsection (b) shall only be effective when notice of such lien is filed of record by Grantor in the Office of the Davis County Recorder, which notice shall contain at least the following information:

- (i) A statement of the unpaid amount owed;
- (ii) A description of the Hotel Condominium; and
- (iii) The name of the owner or reputed owner of the Hotel Condominium.

(d) Such lien, when so recorded against the Hotel Condominium shall be prior and superior to any right, title, interest, lien, or claim which may or has been acquired or attached to such real property after the time of filing such lien, except for those liens for general taxes and special assessments which have priority over such lien pursuant to the laws of the State of Utah. Sale or transfer of the Hotel Condominium shall not affect such assessment lien. Such lien shall be for the use and benefit of the Grantor, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction, or foreclosed in the manner provided by law for the foreclosure of deeds of trust by power of sale (in which event the Grantor may designate as trustee any person qualified to act as a deed of trust trustee pursuant to Utah Code Ann. § 57-1-21, or any successor statute, and the person so designated is hereby granted a power of sale for the purpose of foreclosing such lien). The foregoing shall be in addition to any other remedies provided herein or otherwise available at law or in equity.

3.4 Standard of Care and Maintenance. Grantor agrees to observe the following standards in the care and maintenance of the Parking Parcel and Exterior Common Area:

- (a) Maintain the Parking Parcel, the Improvements and the Exterior Common Area in a manner consistent with a first-class hotel and conference center property;
- (b) Maintain the asphalt, concrete and other paved surfaces of the Parking Parcel and Exterior Common Area in a smooth and evenly covered condition with the type of surfacing material originally installed thereon, or such substitute material as shall be in all respects equal thereto in quality, appearance and durability;
- (c) Remove snow, ice, paper, debris, filth, refuse and other hazards from the Parking Parcel and Exterior Common Area, and wash or thoroughly sweep paved and concrete areas as required;

(d) Maintain and care for all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;

(e) Maintain parking entrance, exit and directional signs, markers, lights and light poles, if any, in the Parking Parcel and Exterior Common Area as shall be reasonably required to insure that such Parking Parcel and Exterior Common Area are adequately lighted and uniformly marked to facilitate convenient vehicular and pedestrian ingress and egress; and

(f) Perform all major repairs of worn or damaged paved surfaces and all other improvements and facilities included in, or used in the operation of, the Parking Parcel and Exterior Common Area.

3.5 Grantor's Failure to Properly Maintain. In the event that Grantor shall fail to maintain the Parking Parcel, the Improvements and the Exterior Common Area in accordance with the terms of this Agreement, Grantee may send written notice of such failure to Grantor. Such notice shall contain an itemized statement of the specific deficiencies (the "Deficiencies") in Grantor's performance of such obligations. Grantor shall have thirty (30) days after receipt of the notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies, if the Deficiencies cannot be corrected within such thirty-day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that Grantor shall fail or refuse to timely correct or to begin to correct the Deficiencies, Grantee may, at its option, correct the Deficiencies. Notwithstanding the foregoing, in the event that such Deficiencies reasonably threaten the life, health, welfare or safety of any Benefited Party and Grantor is either unavailable or, upon verbal or written notice, refuses to immediately correct such Deficiencies, Grantee may proceed immediately to correct such Deficiencies. In the event that Grantee shall exercise either of the foregoing options and shall correct the Deficiencies, Grantee shall have the right to offset the actual costs incurred by Grantee in correcting such Deficiencies against future Maintenance Fees.

3.6 No Alterations by Grantee. Grantee shall not make any alterations or modifications to the Parking Parcel, the Exterior Common Area, or any of the improvements thereon, without the prior written consent of Grantor, which may be withheld for any reason.

ARTICLE IV INSURANCE

4.1 Public Liability Insurance. Grantor, with the consultation of Grantee, shall purchase and maintain at all times comprehensive general public liability insurance, covering injuries to persons and damage to property occurring in, upon, or about the Parking Parcel and the Exterior Common Area, naming Grantee as an additional insured party. Such insurance shall be issued by an insurer licensed to do business in the State of Utah and acceptably rated by national rating organizations. The limits of liability of all such insurance shall be not less than One Million Dollars (\$1,000,000.00) for personal and bodily injury or death to all persons in any one occurrence, and for property damage in any one occurrence, and Three Million Dollars (\$3,000,000.00) for personal and bodily injury or death to all persons, and for property damage,

in the aggregate. Upon request, Grantor shall furnish Grantee with originals, copies or certificates of the policy. Such insurance policy shall provide that it shall not be changed or cancelled without the giving of thirty (30) days written notice to both Parties. The cost of such insurance policy shall be included in the Actual Maintenance Costs.

ARTICLE V ENFORCEMENT; REMEDIES

5.1 Enforcement. In addition to the remedies provided elsewhere herein, each party may enforce the obligations of the other under this Agreement by a suit or judicial proceedings for injunctive relief, specific performance or damages, as may be appropriate.

5.2 Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

5.3 Breach Does Not Affect Agreement. It is expressly agreed that no breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of this Agreement.

ARTICLE VI MISCELLANEOUS

6.1 Rights of Grantor's Subsequent Mortgagees. This Agreement constitutes an encumbrance against the Parking Parcel and all mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Parking Parcel, as well as the interests of Grantor, and its respective affiliates, successors or assigns, or their interests in the Parking Parcel either now or in the future, shall be subordinate and junior in priority to, and shall not be deemed or interpreted to encumber any of Grantee's easements, rights or interests as set forth in this Agreement.

6.2 Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

Grantor:	Davis County, Utah 800 West State Street Farmington, Utah 84025 Attn: Davis County Attorney
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Grantee: Summit Lodging HGI, LLC
 1601 North Hillfield Road
 Suite 201
 Layton, Utah 84041
 Attn: Kevin S. Garn

Any notice mailed in accordance with the above provisions shall be deemed to be received on the earlier of (i) the date actually received; or (ii) three (3) days following the tendering thereof to the United States Postal Service, postage prepaid, in the manner set forth herein.

6.3 Waiver. No waiver of any default hereunder shall be implied from any failure to take any action in respect to such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any terms, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights or remedies of the parties under the terms of this Agreement shall be deemed to be cumulative and none of such rights and remedies shall be exclusive of any others or of any right or remedy at law or in equity which any party might otherwise have as a result of a default under this Agreement. The exercise of any right or remedy shall not impair the right to exercise any other right or remedy.

6.4 No Relationship of Principal and Agent. Nothing contained in this Agreement nor any acts of any party shall be deemed or construed by any third person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other similar association between the parties hereto.

6.5 Severability of Unenforceable Provisions. If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties hereto agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are held to be unenforceable, void or illegal.

6.6 Interpretation. The captions of the Sections and Articles of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

6.7 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

6.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

6.9 Sale of Parking Parcel by Grantor. In the event of any sale, assignment, foreclosure or other disposition of all or a portion of the Grantor's interest in the Parking Parcel at any time, Grantor shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement and arising out of any act, occurrence, or omission occurring after the consummation of such transaction with respect to that portion of Grantor's interest so sold or otherwise transferred. In such event, the purchaser or other transferee of any portion of the Grantor's interest in the Parking Parcel, and any subsequent purchaser or transferee of any such interest, shall be subject to, and bound by, all of the terms and provisions hereof, and shall be personally liable to the Benefited Parties for all of the obligations of Grantor arising from this Agreement.

6.10 Amendment. This Agreement may be modified or amended only by a written, recorded instrument executed by Grantor and Grantee.

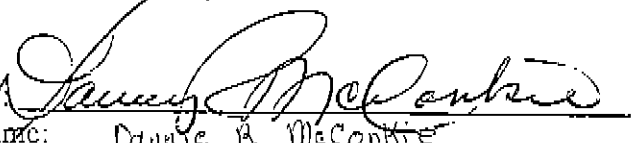
6.11 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parking Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to the purposes herein expressed.

6.12 Force Majeure. Grantor or Grantee, as the case may be, shall be excused from performing any obligation set forth in this Agreement, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of Grantor, Grantee or other person or entity prevented or delayed.

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

GRANTOR:


DAVIS COUNTY, UTAH

By: 
Name: Dan R. McConkie
His: Davis County Commission Chairman

ATTEST: 
County Clerk/Auditor

GRANTEE:

SUMMIT LODGING HGI, LLC, a Utah limited liability company

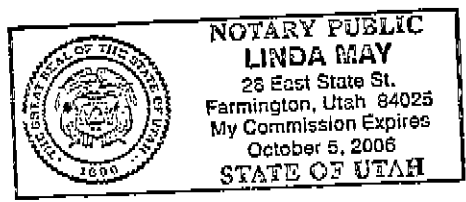
By: 
Name: Kevin Gorn
Its: MANAGING MEMBER

STATE OF Utah)
)
) :ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 7th day of October, 2003, by Danore B. McAdams, the Chairman of Davis County, Utah, a political subdivision of the State of Utah.

Linda May
NOTARY PUBLIC
Residing at: Farmington, Utah

My Commission Expires:
10/5/06



STATE OF Utah)
)
) :ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 7th day of October, 2003, by Kevin S. Garn, the Managing Member of Summit Lodging HGI, LLC, a Utah limited liability company.

Linda May
NOTARY PUBLIC
Residing at: Farmington, Utah

My Commission Expires:
10/5/06

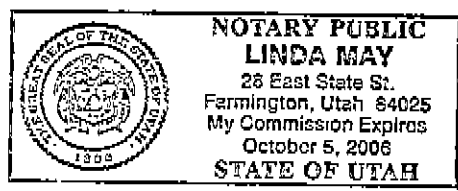


EXHIBIT A

Legal Description of the Parking Parcel

All of Lot 2, Davis County Conference Center Subdivision, Layton City, Davis County, Utah, according to the official plat thereof.

LE CIRCLE
3701337

EXHIBIT B

