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WHEN RECORDED MAIL TO:
Barry E. Clarkson, Esq.
P.O. Box 1630
St. George, Utah 84771

ENT 119133:2022 PG 1 of 5
Andrea Allen
Utah County Recorder
2022 Nov 21 09:22 AM FEE 40.00 BY CS
RECORDED FOR Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

A.P.N.: 54-431-0013 & 54-431-0015

CROSS PARKING AGREEMENT

This Cross Parking Agreement is hereby entered on November 16th, 2022, by BROKERS INVESTMENTS, LC, a Utah limited liability company ("Owner") whose address is 243 E St. George Blvd., Ste. 200, St George, UT 84770, as the owner of each of the parcels of real property located on the north side of Pleasant Grove Boulevard within the city of Pleasant Grove, Utah County, State of Utah, as more particularly described on Exhibit "A" hereof (collectively the "Property" or individually a "Parcel"), which is incorporated herein by this reference, hereby expressly dedicates and subjects each of the foregoing Parcels of real property to this Cross Parking Agreement (the "Agreement") intending for this Agreement to run with the land and also intending to be bound, and to bind all heirs, successors and/or assigns, to the terms hereof.

Owner hereby declares that all of the Property and each of the Parcels described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants. The acceptance of any deed or conveyance thereof by any grantee or grantees, as well as their respective heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the Declarant and with the owners of each Parcel to accept and hold the Property or any of the Parcels described or conveyed in or by such deed or conveyance, subject to the terms and conditions of this Declaration as follows:

1. Cross Parking. The owner of each Parcel identified as part of the Property hereby expressly grants to the owner or owners of all other Parcels which are part of the Property, their agents, principals, guests, employees, customers, and invitees, the unrestricted right to park within the lined, pre-stripped or designated parking areas within the Parcel of said owner. This cross parking is granted in consideration of the mutual exchange of parking rights between each of the Parcels.

For the purposes of this Agreement, when referencing the parking areas, said reference shall not include those areas of each Parcel that provide vehicular and pedestrian access, driveways, landscaping areas, or any area occupied by a building or buildings (for within ten (10) feet thereof), dedicated drive thru pickup lanes, or outdoor seating areas.

2. Use of Parking Areas. All parking areas identified herein shall be used exclusively for the parking of private motor vehicles, specifically excluding vehicles with trailers, commercial vehicles, delivery vehicles and tractor trailers of any kind.

ALCOHOL-RELATED TRAFFIC ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR THE VALIDITY,
SUFFICIENCY OR CORRECTNESS OF THIS DOCUMENT.

3. Walls, Fences, and Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the parking areas, whether temporary or permanent.

4. Maintenance. Following completion of the improvements of the parking areas on each Parcel, the owner of each Parcel shall maintain all parking areas on their own Parcel in good condition and repair and at their own expense. The Maintenance is to include, without limiting the generality of the foregoing, the following:

- 4.1. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability. In no event shall the parking and drive isles surfacing materials be anything other than concrete or asphalt.
- 4.2. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow and ice.
- 4.3. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

5. Default. If any party fails to perform any obligation under this Agreement and such failure continues for a period of thirty (30) days after written notice of such failure is given to such party by the other party, or if the performance of such obligation would reasonably require more than thirty (30) days, if such party fails to commence such performance within such thirty (30) day period thereafter, diligently prosecute such performance to completion, the other party may, on written notice to the defaulting party, perform such obligation in the stead of such defaulting party. The performing party shall be reimbursed by such defaulting party on demand for all costs and expenses (including attorney's fees) incurred in connection with such performance, with interest on such costs and expenses, both before and after judgment, at the rate of eighteen percent (18%) per annum.

6. Indemnification. Each owner of any Parcel or portion of the Property shall indemnify, defend and hold harmless the other parties from and against all losses, damages, claims, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorney's fees, whether incurred with or without the filing of suit, on appeal or otherwise), liabilities, judgments and liens, of whatever kind or character, which are caused by such party, including, without limitation, those caused by the use, deposit, storage, disposal, transportation or release of any hazardous substances, hazardous wastes, pollutants or contaminants on any property by (a) the indemnifying party, (b) any person leasing or occupying the Parcel owned by such indemnifying party, or (c) any agent, employee, contractor, invitee, or licensee of either the indemnifying party or any person leasing or occupying the Parcel or portion of the Property owned by such indemnifying party.

7. Covenants to Run with Land. Each provision of this Agreement shall constitute a covenant running with the land and shall be binding on and shall insure to the benefit of the owners of each of the Parcels as parties hereto and their respective successors and assigns, all of which persons may enforce any obligation created by this Agreement.

8. Attorney's Fees. If any action is brought because of a default under or to enforce this Agreement, in addition to the relief to which such party is entitled, the party prevailing in such action shall be entitled to recover from the unsuccessful party, reasonable attorney's fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

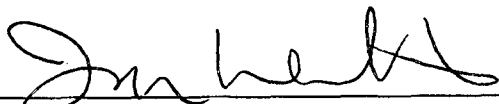
9. No Merger. The rights and other provisions contained in this Agreement shall remain in full force and effect despite the fact that all or a part of the Property subject hereto may be owned by the same person from time to time, it being the intention of the parties to create a perpetual easement which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated by Agreement of the parties in writing.

10. Notices. Any notice or demand to be given by any party to any other party shall be given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party at the address set forth for such party in the Utah County taxing records.

11. Interpretation. This Agreement shall inure to the benefit of, and shall be binding on, the parties and their respective successors and assigns. Titles and headings of paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement. This Agreement shall be governed by, and constructed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Except as otherwise provided in this Agreement, no remedy provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently or successively from time to time. The failure on the part of any person to promptly enforce any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

In witness whereof, the Owner hereby executes this Cross Parking Agreement on the date first set forth above.

BROKERS INVESTMENTS, LC,
a Utah limited liability company



Jon Walter, Manager

STATE OF UTAH)
 :SS
WASHINGTON COUNTY)

On November 16th, 2022, personally appeared before me Jon Walter, the duly authorized Manager of Brokers Investments, LC, a Utah limited liability company, and acknowledged before me that he did execute the foregoing Cross Parking Agreement for the purposes set forth herein.

Nicole E Black
NOTARY PUBLIC

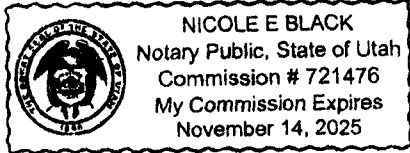


Exhibit "A"

Legal Description for the Property

Site Four: Legal Description

Site Two: Legal Description

EXHIBIT "A"

Lots 13 & 15, THE VOID PLAT "H", according to the official plat thereof, as filed in the office of the Utah County Recorder, State of Utah.

Tax ID Nos: 54:431:0013 & 54:431:0015