

For Recorder's Use Only

### RECIPROCAL CROSS PARKING AGREEMENT

THIS RECIPROCAL CROSS PARKING AGREEMENT ("Agreement") is made and entered into this 1 day of November, 2023, by T & N Properties, L.C. a Utah limited liability company ("T & N"), and OK Rentals Idaho Limited Liability Company, an Idaho limited liability company ("OK Rentals").

#### RECITALS

- A. T & N is the owner of that certain real property situated in the County of San Juan, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. The property described on Exhibit "A" shall be referred to herein as the "T & N Property."
- B. OK Rentals is the owner of that certain real property situated in the County of San Juan, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. The property described on Exhibit "B" shall be referred to herein as the "OK Rentals Property."
- C. The parties hereto want to provide a reciprocal parking easements in, over, upon, across and through the improved parking areas located on the T & N Property and the OK Rentals Property.

NOW, THEREFORE, in consideration of the above Recitals and of the covenants herein contained, T & N and OK Rentals hereby covenant and agree as follows:

#### AGREEMENT

1. **Parking Easement.** T & N and OK Rentals grant to each other nonexclusive easements in and to the parking areas located on the T & N Property and the OK Rentals Property for vehicular parking purposes by each other and their respective customers, employees and permittees, without payment of any fee or charge. Such parking easement shall consist of no more than the improved and marked parking spaces on the T & N Property and the OK Rentals Property, as well as such pedestrian, vehicular and access easements necessary for the full utilization of each of the parking easements ("Parking Easement Area").

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2. **Unimpeded Access.** The parties hereto agree that no barricade or other divider will be constructed between the parking areas located on the T & N Property and the OK Rentals Property to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic for parking purposes.
3. **Easements Appurtenant.** The easements contained in this Agreement are made for the direct, mutual and reciprocal benefit of the parties hereto, create mutual equitable servitudes upon each respective lot in favor of the other lot, constitute covenants running with the land and, except as otherwise provided, shall bind every person or entity having any fee, leasehold or other interest in any portion of the site at any time, or from time to time.
4. **Maintenance.** The parties shall maintain those portions of the Parking Easement Areas which are situated on their respective lot in good condition and repair, specifically including, but not limited to, lighting according to code.
5. **Mutual Indemnification.** Each party with regard to its respective property shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend, and hold the other party harmless from and against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure of such party to maintain its property in a safe and proper condition or occurring as a result of their own negligence or the negligence of their agents, heirs, successors or assignees. Each party hereby agrees to maintain customary levels of property and liability insurance covering their respective property and to give each other prompt and timely notice of any claim made or suitor action commenced which in any way could result in indemnification hereunder.
6. **Duration.** The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration. This Agreement may be terminated, extended or amended only by the recording of an appropriate document in the Office of the Clerk and Recorder for San Juan County, Utah, which document must be executed by holders of recorded interests within the entire Sites affected thereby as of the date of such document and signed by the City of Blanding, Utah. The City of Blanding has granted a building permit in lieu of standard parking requirements as a result of this agreement and therefore has a vested interest in the maintenance of this reciprocal parking agreement in perpetuity.
7. **Not a Public Dedication.** Nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Sites 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 will be strictly limited to and for the purposes expressed herein.
8. **Recording.** Fully executed counterparts of this Agreement shall be recorded in the Office of the Clerk and Recorder for San Juan County, Utah
9. **Successors.** The rights and obligations contained herein shall run with the title to the land within the T & N Property and the OK Rentals Property and shall bind and inure to the benefit of the respective owners of the T & N Property and the OK Rentals Property and their respective heirs, successors and assigns.

11. **Severability.** In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be effected and shall remain in the full force and effect to the fullest extent permitted by law.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall be deemed one and the same instrument.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

14. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

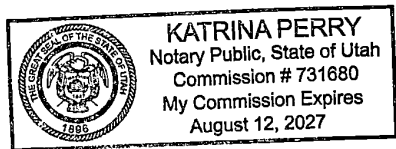
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**T & N Properties, L.C., a Utah Limited Liability Company**

By: *Christina Perry*  
Name: CHRISTINA V. PERRY  
Its: MANAGER

STATE OF UTAH            )  
  ) ss:  
COUNTY OF BOX ELDER

On the 14 day of November, 2023, personally appeared before me Christina Forsyth, who duly acknowledged to me that (s)he executed the same in his/her capacity as Manager of T & N Properties, L.C., a Utah Limited Liability Company.



*Katrina Perry*  
Notary

**OK Rentals Idaho Limited Liability Company, an Idaho Limited Liability Company**

By: *Kurt Oster*  
Name: KURT OSTER  
Its: Member/Manager

STATE OF UTAH     )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_)

On the 1 day of ~~November~~ November 2023, personally appeared before me Kurt Oster, who duly acknowledged to me that (s)he executed the same in his/her capacity as member/manager of OK Rentals Idaho Limited Liability Company.

*Nicole J Mills*  
Notary

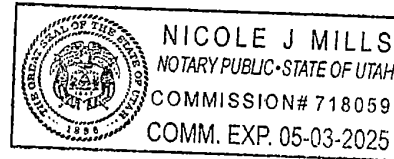


EXHIBIT "A"

**LEGAL DESCRIPTION OF THE T & N PROPERTY**

LOT 1, RED ROCK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT FILED APRIL 2, 2008 AS ENTRY NO. 102045 IN BOOK 889 AT PAGE 515 IN THE OFFICE OF THE SAN JUAN COUNTY RECORDER.

Recorder's Note: Parcel No. is (B00980000010) DW

EXHIBIT "B"

**LEGAL DESCRIPTION OF THE OK RENTALS PROPERTY**

LOT 2, RED ROCK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SAN JUAN COUNTY RECORDER'S OFFICE. TOGETHER WITH AN ACCESS EASEMENT FOR ACCESS ONTO UTAH STATE ROAD (SR-191) ALSO KNOWN AS MAIN STREET AS DESCRIBED IN THAT CERTAIN DECLARATION OF ACCESS EASEMENT RECORDED MAY 27, 2008, AS ENTRY NO. 103005, IN BOOK 892, AT PAGE 429 OF OFFICIAL RECORDS.

Recorder's Note: Parcel NO. is (80098000020) DW