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T-31700

CROSS PARKING AGREEMENT

LSB
THIS CROSS PARKING AGREEMENT (hereinafter "Agreement") is made and entered into this 10th day of ~~June~~ *July*, 2000 by and between BALLARD AND HOUSLEY PROPERTIES, LLC (hereinafter "B & H") and LEWISTON STATE BANK, a Utah Banking Corporation (hereinafter "LSB").

RECITALS

A. B & H is the owner of that certain parcel of real property located in Cache County, Utah, described on Exhibit "A", attached hereto and incorporated by this reference (hereinafter the "B & H Property").

B. LSB is the owner of that certain parcel of real property located in Cache County, Utah, described on Exhibit "B", attached hereto and incorporated by this reference (hereinafter the "LSB Property").

C. B & H and LSB intend to develop the B & H Property and the LSB Property in a manner whereby the customers, guests, and business invitees of B & H (The "B & H Customers") shall have the right to access and park on the LSB Property, and the LSB customers, guests, and business invitees (The "LSB Customers") will have the right to access and park on the B & H Property.

D. B & H and LSB are in agreement that their respective parcels shall be accessible both to the B & H Customers and the LSB Customers as more fully set forth herein.

NOW THEREFORE, in consideration of the above premises, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, B & H and LSB do hereby agree as follows:

1. **GRANT OF PARKING EASEMENT.** B & H hereby grants LSB, its transferees and assigns, a non-exclusive easement and privilege of right-of-way of ingress and egress over the B & H Property and in favor of the LSB Property for vehicular traffic and parking in favor of LSB and the LSB Customers. The exact location of the parking easement granted herein shall be as shown on a site survey for JAM REALTY, L.C. by HANSEN & ASSOCIATES, INC. dated February 8, 1999, shown below in Exhibit "A", wherein parking areas and access to U.S. Highway 91 and 2200 North in North Logan, Utah, will be set forth in detail. The easement granted under this paragraph 1 shall extend to all paved parking areas on the B & H Property including any access from such parking areas to U.S. Highway 91 and 2200 North in North Logan, Utah.

ENT 742288 Bk 954 Pg 1049
DATE 21-JUL-2000 12:18PM FEE 20.00
MICHAEL L GLEED, RECORDER - FILED BY SA
CACHE COUNTY, UTAH
FOR HICKMAN LAND TITLE COMPANY

2. LSB GRANT OF PARKING EASEMENT. LSB hereby grants B & H, its transferees and assigns, a non-exclusive easement and privilege of right-of-way of ingress and egress over the LSB Property and in favor of the B & H Property for vehicular traffic and parking in favor of B & H and the B & H Customers. The exact location of the parking easement granted herein shall be determined by the approved development plat to be recorded by the parties wherein parking areas and access to U.S. Highway 91 and 2200 North in North Logan, Utah, will be set forth in detail. The easement granted under this paragraph 2 shall extend to all paved parking areas on the LSB Property including any access from such parking areas to U.S. Highway 91 and 2200 North in North Logan, Utah.

3. INSTALLATION OF IMPROVEMENTS. Nothing herein contained shall suggest or imply financial responsibility for any maintenance, improvements or paving on the B & H Property or the LSB Property by the other party to this agreement. However, the parties agree to maintain and improve their respective parking areas so that they are always in good repair and a safe condition, having an attractive professional appearance. Failure of either party to do so, shall constitute a breach the terms of this agreement.

4. DEVELOPMENT FOR PARKING. B & H and LSB contemplate that as they develop their respective Exhibit "A" and Exhibit "B" properties, each party shall plan, allocate and improve, sufficient of that party's real property for the entire expected parking needs for such development and as may be required by law, regulation or ordinance.

Should either party require more property for parking than described in the preceding paragraph, a separate written agreement setting forth the terms, conditions and consideration pertaining to such use, shall be entered into, before either party is entitled to the use of the other party's real property for parking.

5. BENEFIT AND BINDING EFFECT. The easements contained in this Agreement shall run with and bind both the B & H Property and the LSB Property and be binding upon the parties and their successors in interest and all parties having or acquiring any right, title or interest in or to any part of the B & H Property or the LSB Property. Conveyance of title to either the B & H Property or LSB Property shall not affect the rights granted hereunder. B & H and LSB agree that either party is entitled to record this Agreement in the office of the Cache County, Utah Recorder, or otherwise disclose the terms and conditions of this Agreement with others to protect their respective rights under this Agreement.

6. ATTORNEY'S FEES. In the event that any party hereto shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by the non-defaulting or non-breaching party in prosecuting its rights hereunder.

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7. FURTHER INSTRUMENTS. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

8. WAIVER. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

9. PARAGRAPH HEADINGS. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or described the scope or intent of this Agreement nor affect its terms and provisions.

10. GOVERNING LAW. This Agreement, and all matters relating hereto, including any matter or dispute arising out of the Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Utah, and the parties hereto consent to the jurisdiction of the First Judicial District Court in the State of Utah, County of Cache to resolve such disputes.

11. AMENDMENTS. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must be reduced to writing and signed by all parties in order to become effective.

12. SEVERABILITY. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

13. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

BALLARD AND HOUSLEY
PROPERTIES, LLC

LEWISTON STATE BANK

BY: Jeffrey Ballard
ITS: Member

Garr B Morrison
GARR B MORRISON, President

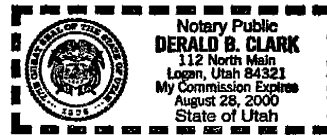
ENT 742288 BK 954 Pg 1051

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STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On this 10th day of ~~June~~^{July}, 2000 personally appeared before me, Jeff Ballard, who, being by me duly sworn, did say that he is the Member/Manager of BALLARD AND HOUSLEY PROPERTIES, LLC, and that the said instrument was signed on behalf of said Corporation by authority of a resolution of the Board of Directors or its Bylaws, and the aforesaid officer acknowledged to me that said Corporation executed the same.

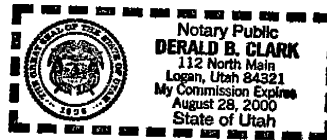

NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF CACHE)

On this 10th day of ~~June~~^{July}, 2000 personally appeared before me, GARR B MORRISON, who, being by me duly sworn, did say that he is the President of LEWISTON STATE BANK, and that the said instrument was signed on behalf of said Corporation by authority of a resolution of the Board of Directors or its Bylaws, and the aforesaid officer acknowledged to me that said Corporation executed the same.


NOTARY PUBLIC



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EXHIBIT "A"

PARCEL 1: Beginning at a point 368.42 feet West of the Northeast Corner of Lot 5, Block 11, Plat "D" LOGAN FARM SURVEY, and running thence West along the South line of 2200 North Street, 155 feet to a point 260 feet East of a point 660 feet North and 1.735 chains West of the Southwest Corner of Lot 5; thence South 260 feet; thence East parallel to the South line of 2200 North Street, 155 feet; thence North 260 feet to the beginning.

04-093-0042

ENT 742288 Bk 954 Pg 1053

APM 6/12/2000

EXHIBIT "B"

LEWISTON STATE BANK

- 4. The land referred to in this policy is in the State of Utah, County of Cache, and is described as follows:

Beginning in the East line of U.S. Highway 91 at a point North 0°03'10" East 464.87 feet from a point North 89°12'50" West 114.51 feet from the Southwest Corner of Lot 5, Block 11, Plat "D" LOGAN FARM SURVEY, and running thence South 89°45'20" East 260 feet; thence North 30 feet; thence West 30 feet; thence North 165 feet, more or less, to the South line of 2200 North Street; thence West 70 feet; thence South 155 feet; thence West 160 feet; thence South 40.13 feet, more or less to the point of beginning.

tb

04-083-0039

JWB 6-12-00
 DNM 6/12/2000

ENT 742288 Bk 954 Pg 1054

Stewart Title Guaranty Company