

MUTUAL CROSS-PARKING AND ACCESS EASEMENT AGREEMENT

This Mutual Cross-Parking and Access Easement Agreement (this “Agreement”) is entered into as of _____, 20__, by and between SILVER WINGS WASHINGTON PROPERTIES, LLC, a Montana limited liability company (“Silver Wings”), and PYRAMID R, LLC, a Utah limited liability company (“Pyramid”). Silver Wings and Pyramid may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Silver Wings is the fee simple owner of certain real property described on Exhibit A attached hereto and incorporated herein (the “Silver Wings Property”);

WHEREAS, Pyramid is the fee simple owner of certain real property described on Exhibit B attached hereto and incorporated herein (the “Pyramid Property”);

WHEREAS, the Parties desire to grant reciprocal easements for cross-parking and access for the mutual benefit of the Silver Wings Property and the Pyramid Property; and

WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to such easements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Mutual Grant of Easements

Each Party hereby grants to the other Party, its successors and assigns, and its agents, employees, tenants, licensees, invitees, customers, contractors, and suppliers (collectively, the “Benefited Parties”), a perpetual, non-exclusive easement, right, and privilege over, across, upon, and through the parking areas, drive aisles, and pedestrian walkways located on its property (collectively, the “Easement Areas”) for vehicular and pedestrian ingress, egress, and parking. Such easements shall run with the land and shall be for the mutual benefit of the Silver Wings Property and the Pyramid Property.

Silver Wings grants the use of fourteen (14) parking spaces on its property for mutual benefit to Pyramid. Pyramid grants the use of eleven (11) parking spaces on its property for mutual benefit to Silver Wings.

2. Maintenance and Cost Sharing

Each Party shall, at its sole cost and expense (or as otherwise mutually agreed in writing by the Parties), maintain and repair the Easement Areas on its own property so as to ensure safe and adequate vehicular and pedestrian access, including snow removal, resurfacing, striping, and replacement as necessary. The Parties may mutually agree in writing to allocate maintenance costs or responsibilities differently from time to time.

3. One-Time Re-Striping Obligation

Silver Wings agrees to pay for the re-striping of the parking lot located on the Pyramid Property one (1) time within thirty (30) days following the Effective Date of this Agreement. Such work shall be performed by a contractor mutually agreed upon by the Parties, and Pyramid shall cooperate in scheduling and providing access to the property for the work.

4. Interruption of Access

No wall, fence, gate, sign, structure, dumpster, barrier, or other obstruction shall be erected, placed, or maintained by either Party that would materially impair or restrict the Easement Areas without the prior written consent of the other Party.

5. Use Restrictions

The Easement Areas shall be used solely for vehicular and pedestrian ingress, egress, and parking and for no other purpose without the prior written consent of both Parties. Parking is only permitted during the hours of 6:00 A.M. to 10:00 P.M. Monday through Sunday.

6. Modification and Termination

This Agreement may be amended, modified, or terminated only by a written instrument executed by both Parties or their respective successors and assigns. Either party may terminate this Agreement for cause upon written notice in the event of a material breach that remains uncured for thirty (30) days, or for convenience by providing ninety (90) days' prior written notice. If at any time the agreement lapses, the businesses shall provide sufficient individual parking to meet the ordinance requirements. [OMC 15-12-7.A](#).

7. Binding Effect

This Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

I

IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties have executed this Mutual Cross-Parking and Access Easement Agreement as of the date first written above.

SILVER WINGS WASHINGTON PROPERTIES, LLC

By: _____

Name: Michael K. Green

Title: Manager

PYRAMID R, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description

1510

Part of Lot 3, Block 66, Plat C, Ogden City Survey, Weber County, Utah: Beginning at a point 156.68 feet North from the Southwest corner of said Lot 3; thence North 40.5 feet; thence East 66 feet; thence North 17.5 feet; thence East 74 feet; thence South 58 feet; thence West 140 feet to the beginning.

Tax ID: 02-053-0017

EXHIBIT B

Legal Description

1590:

PART OF LOT 2, BLOCK 66, PLAT C, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE SOUTH 53.34 FEET TO THE NORTHLINE OF 16TH STREET, THENCE EAST ALONG THE NORTH LINE OF 16TH STREET 141.33 FEET, THENCE NORTH 0D58' EAST TO THE NORTHLINE OF SAID LOT 2; THENCE SOUTH 85D02' WEST ALONG SAID NORTHLINE OF LOT 2 TO THE PLACE OF BEGINNING.

1580:

PART OF BLOCK 4, RIVERSIDE ANNEX, OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 46.83 FEET NORTH 0D58' EAST FROM THE SOUTHWEST CORNER OF SAID BLOCK 4, AND RUNNING THENCE SOUTH 0D58' WEST ALONG THE EAST LINE OF WASHINGTON BOULEVARD A DISTANCE OF 46.83 FEET TO THE NORTH LINE OF LOT 2, BLOCK 66, PLAT C, OGDEN CITY SURVEY, THENCE NORTH 85D02' EAST ALONG SAID LINE 149.25 FEET, THENCE NORTH 0D58' EAST 31.31 FEET, MORE OR LESS, TO A POINT 45 FEET SOUTH OF THE NORTH LINE OF LOT 1, SAID BLOCK 4, RIVERSIDE ANNEX, THENCE WESTERLY, PARALLEL TO SAID NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.