

Return Address
370 S. 300 East
Salt Lake City, Utah, 84111

Grantee Address:
370 S. 300 East
Salt Lake City, Utah, 84111

12017894
03/26/2015 11:40 AM \$20.00
Book - 10308 Pg - 5317-5321
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HUNTER HOLMAN
370 S 300 E
SALT LAKE CITY UT 84111
BY: SSA, DEPUTY - MI 5 P.

Parcel I.D. #'s: 1606328025, 1606328018

Parking Easement Agreement

The nature of this document is an express easement (the "Easement") granted to Church & State Business Center LLC (the "Grantee"), by the Executive Director of the Utah Pride Center, Inc. (the "Grantor"). The Easement was executed on October 17, 2014. The Grantor owns the property interest conveyed by the easement.

The following Easement grants the Grantee exclusive 24/7, 365 days a year, access and use of four (4) parking spaces contained on parcel 1606328025 as shown in Exhibit A (P5-P8), and ten (10) parking spaces contained on parcel 1606328018 as shown in Exhibit A (P9-P18) of this Easement. This Easement shall last for a period of three years beginning on the date of execution.

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement ("Agreement") is made this 17 day of October, 2014, between Church & State Business Center, LLC (the "Church"), a Utah limited liability company, and the Utah Pride Center, Inc. (the "Pride Center"), a Utah corporation. The Church and the Pride Center collectively are referred to as the "Parties" or individually as a "Party."

RECITALS:

WHEREAS, the Pride Center owns certain real property extending on which the Pride Center operates and maintains a parking lot behind the building located on 255 East, 400 South, in Salt Lake City, Utah (the "Lot");

WHEREAS, the Lot is adjacent to real property owned by the Church and the Church desires to increase the number of parking spaces available to its customers and members in the Lot;

WHEREAS, the Pride Center desires to update its website.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the conditions set forth in this Agreement, the Pride Center agrees to give the Church the exclusive, 24 hours a day, 365 days a year, right to park in ten (10) parking spaces shown on **Exhibit A**. In addition, the four (4) parking spaces on the northwest part of the church labeled P5, P6, P7, and P8 on **Exhibit A**.
2. This Agreement is an Express Easement, under the meaning of all applicable law and shall extend with the Lot and land described for three (3) years from the execution of this Agreement as dated above.
3. The Church shall develop a website for the Pride Center within a reasonable amount of time a website not to exceed \$1,000.00 in work at reasonable, fair market rates. The Pride Center shall direct the construction of any website project, but shall allow the Church a reasonable amount of time to build said website.
4. If a Party shall breach or threaten to breach any of the provisions of Sections 1, 2, and/or 3, in addition to and without limiting any other remedies available to the non-breaching Party at law or in equity, the non-breaching Party shall be entitled to seek immediate injunctive relief in any court to restrain any such breach or threatened breach and to enforce the provisions of Sections 1, 2, and/or 3, as the case may be. Both Parties acknowledges and agree that there is no adequate remedy at law for any such breach or threatened breach and, in the event that any proceeding is

brought seeking injunctive relief, the breaching Party shall not use as a defense thereto that there is an adequate remedy at law.

5. (a) Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements and understandings, oral or written, among the parties hereto and thereto with respect to the subject matter hereof and thereof.

(b) Amendment; Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.

(c) Notices. All notices and other communications under this Agreement shall be in writing and shall be given in accordance with the notice provisions of the Agreements.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative(s), successors and permitted assigns. This Agreement may be assigned to, and thereupon shall inure to the benefit of, any organization which succeeds to substantially all of the business or assets of either Party, whether by means of merger, consolidation, acquisition of all or substantially all of the assets of either Party or otherwise, including, without limitation, by operation of law.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be performed in that state, without regard to any of its principles of conflicts of laws or other laws that would result in the application of the laws of another jurisdiction. This Agreement shall be construed and interpreted without regard to any presumption against the party causing this Agreement to be drafted. Each of the parties hereby unconditionally and irrevocably waives the right to a trial by jury in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties unconditionally and irrevocably consents to the exclusive jurisdiction of the courts of the State of Utah and the Federal district court for the District of Utah with respect to any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the parties hereby unconditionally and irrevocably waives any objection to venue in any such court.

(f) Recovery of Attorneys' Fees and Costs. If any action for breach of or to enforce the provisions of this Agreement is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the non-prevailing party in such action.

(g) Headings. The headings to the paragraphs of this Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify or aid in the

interpretation of the provisions hereof.

(h) Severability. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the remainder shall not thereby be invalidated but shall remain in full force and effect.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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

THE UTAH PRIDE CENTER, INC.

CHURCH & STATE BUSINESS CENTER, LLC

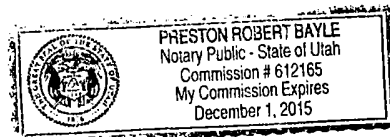
By: [Signature] 10/17/2014
Name: Steven S. Ha
Title: Executive Director UPC

By: [Signature]
Name: GARRETT CLARK
Title: Director

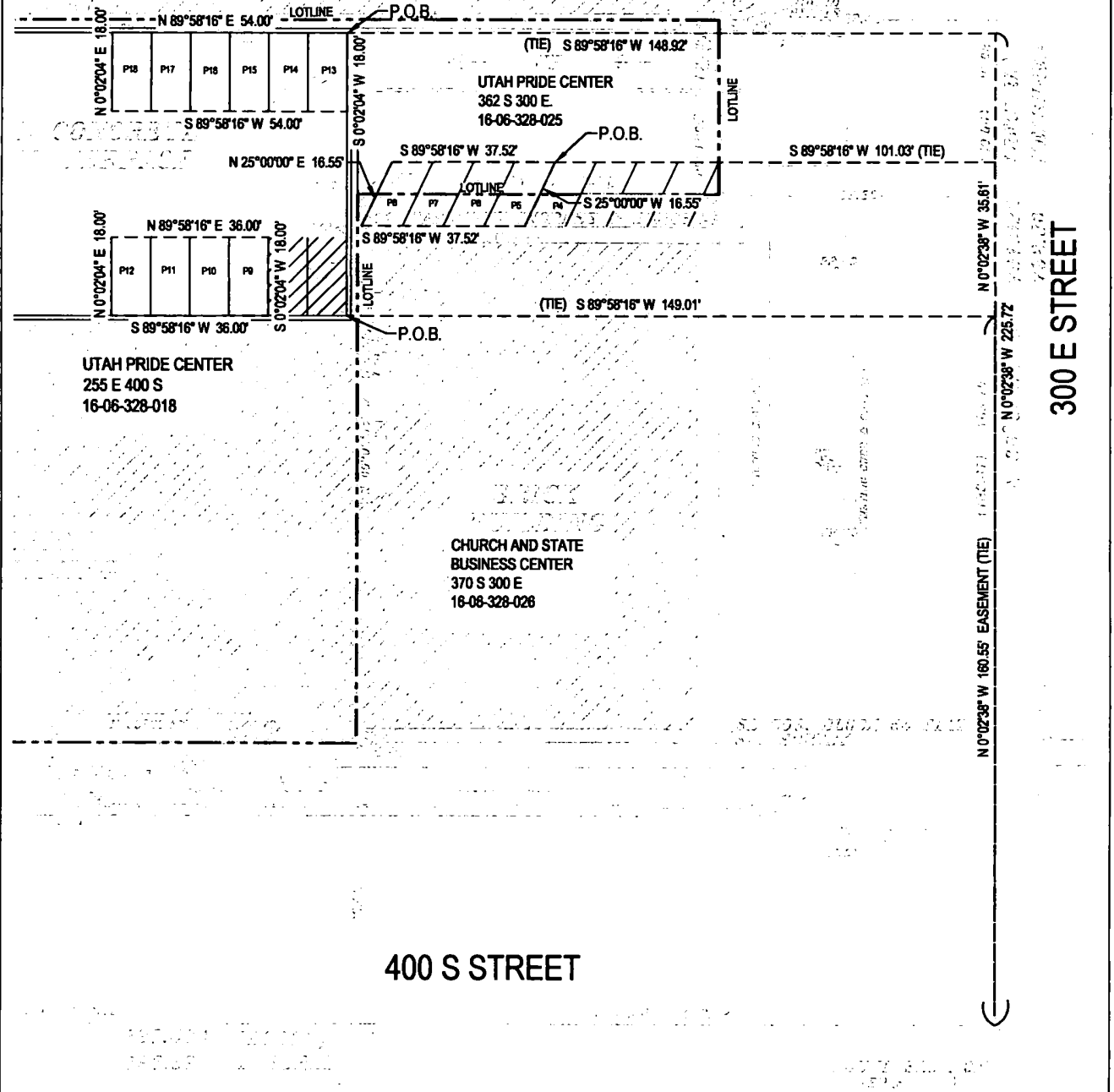
I, Steven S. Ha, lawfully executed this express easement on October 17, 2014.

I, Garrett Clark, lawfully executed this easement on October 17, 2014

State of Utah
County of Salt Lake
The foregoing instrument was acknowledged before me this 13 day of March 2015
By Garrett Clark and Steven Ha
Personally known OR produced identification
Type identification produced Drivers License
[Signature]
Notary Public



PARKING EASEMENT EXHIBIT A



400 S STREET

300 E STREET

EASEMENT DESCRIPTION PARKING STALL P5-P8

BEGINNING AT A POINT LOCATED N 00°02'38" W 186.18 FEET AND S 89°58'16" W 101.03 FEET FROM A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 400 S STREET AND 300 EAST STREET; THENCE S 25°00'00" W 16.55 FEET; THENCE S 89°58'16" W 37.52 FEET; THENCE N 25°00'00" E 16.55 FEET; THENCE N 89°58'16" E 37.53 FEET TO THE POINT OF BEGINNING. CONTAINS 562 SQ.FT. OR 0.0129 ACRES

EASEMENT DESCRIPTION PARKING STALL P9-P12

BEGINNING AT A POINT LOCATED N 00°02'38" W 160.55 FEET AND S 89°58'16" W 149.01 FEET FROM A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 400 S STREET AND 300 EAST STREET; THENCE S 89°58'16" W 36.00 FEET; THENCE N 00°02'04" E 18.00 FEET; THENCE N 89°58'16" E 54.00 FEET; THENCE S 00°02'04" W 18.00 FEET TO THE POINT OF BEGINNING. CONTAINS 648 SQ.FT. OR 0.0148 ACRES

EASEMENT DESCRIPTION PARKING STALL P13-P18

BEGINNING AT A POINT LOCATED N 00°02'38" W 225.72 FEET AND S 89°58'16" W 148.92 FEET FROM A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 400 S STREET AND 300 EAST STREET; RUNNING THENCE S 00°02'04" W 18.00 FEET; THENCE S 89°58'16" W 54.00 FEET; THENCE N 00°02'04" E 18.00 FEET; THENCE N 89°58'16" E 54.00 FEET TO THE POINT OF BEGINNING. CONTAINS 972 SQ.FT. OR 0.0223 ACRES