



When recorded, return to:
Tech Ridge, L.L.C.
475 S. Donlee Drive
St. George, Utah 84770

SG-TECH-1-3

PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT (the "Agreement") is made between Tech Ridge, L.L.C., a Utah limited liability company ("Parking Pad Owner"), and Dry Logic, LLC, a Utah limited liability company ("Pad 3 Owner") (collectively, "the Parties").

RECITALS

A. WHEREAS, Parking Pad Owner is the owner of that certain parcel of real property in St. George City, Washington County, Utah (the "Parking Pad"), more particularly described as:

All of Parcel # 2 of Tech Ridge Phase 1 Subdivision.

B. WHEREAS, Pad 3 Owner is the owner of that certain adjacent parcel of real property in St. George City, Washington County, Utah (the "Lot 3"), more particularly described as:

All of Lot 3 of Tech Ridge Phase 1 Subdivision.

C. WHEREAS, Pad 3 Owner desires to obtain access to and a parking easement upon a portion of the Parking Pad.

D. WHEREAS, Parking Pad Owner is willing to grant to Pad 3 Owner an access and parking easement upon a portion of the Parking Pad, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Access Easement by Parking Pad Owner.** Parking Pad Owner hereby grants to Pad 3 Owner and its "authorized users" a non-exclusive right-of-way (the "Driveway") over and across such portion of the Parking Pad that are not designated as parking stalls and that constitutes a private driveway between the Parking Pad and Lot 3. Such Driveway right-of-way shall be for the purpose of vehicular and pedestrian access, ingress and egress from Lot 3 to parking spaces on the Parking Pad, SUBJECT TO all covenants, conditions, easements, right-of-

way, reservations and restrictions of record as of the date of this Agreement. Except as otherwise provided in Section 9 below, the right-of-way easement granted herein grants full, complete, uninterrupted and unconditional access over and across the Driveway seven (7) days a week, twenty-four (24) hours a day.

Notwithstanding the foregoing, a portion of the land comprising the Driveway is anticipated to be dedicated by the Parking Pad Owner to the City of St. George as a public right-of-way to be known as Tech Ridge Drive. Concurrent with the dedication of a portion of the land comprising the Driveway, that portion of the right-of-way over and across the Driveway shall immediately terminate.

2. **Grant of Parking Easement by Parking Pad Owner.** Parking Pad Owner hereby grants to Pad 3 Owner and its "authorized users" a perpetual easement for the purpose of parking vehicles on that portion of the Parking Pad depicted on the site plan attached hereto as Exhibit "A", as well as vehicular and pedestrian access, ingress and egress to and from the Parking Pad and drive aisles within the Parking Pad (the "**Parking Easement**"), SUBJECT TO all covenants, conditions, easements, right-of-way, reservations and restrictions of record as of the date of this Agreement. The Parking Easement entitles Pad 3 Owner and its "authorized users" to the exclusive use of 156 parking spaces within the Parking Pad at the locations depicted on Exhibit "A". The precise location of those 156 spaces shall be finally determined upon the design, construction, and striping of the parking stalls by Parking Pad Owner, but shall substantially conform to Exhibit "A". The number of parking spaces, and the existence of parking spaces for the benefit of Pad 3 Owner, within the Parking Pad may not be changed without the express written consent of the City of St. George. Except as otherwise provided in Section 9 below, the Parking Easement grants full, complete, uninterrupted and unconditional access to and use of the designated parking spaces seven (7) days a week, twenty-four (24) hours a day.

3. **Authorized Users.** The term "authorized users" refers to Pad 3 Owner's tenants, members, managers, and each of their respective employees and invitees, but not the general public. No overnight storage of vehicles, and no parking anytime of recreational vehicles, boats and trailers shall be allowed on the Parking Pad. Parking Pad Owner (or a property manager or other agent appointed by Parking Pad Owner) shall have the exclusive right, but not the obligation, to remove and impound any unauthorized vehicle.

4. **Term.** The Parking Easement shall continue indefinitely and shall run with the land and shall terminate only upon: (a) written and recorded agreement of all of the Parties or their respective successors in title, or (b) the written and recorded abandonment by the Party benefitting from any easements granted herein. Upon any such termination, the respective easement shall automatically revert to Parking Pad Owner or its successors in title.

5. **Maintenance.** Parking Pad Owner shall be responsible for the costs of reconstructing, repaving and otherwise maintaining the Parking Pad and the Parking Easement as

necessary to maintain such improvements in good order, condition and repair; provided that Parking Pad Owner shall require Pad 3 Owner to periodically contribute its prorata share (based on the ratio of Pad 3 Owner's parking spaces to total parking spaces in the Parking Pad) of all expenses to maintain, operate, repair, inspect, protect, improve, and insure the pavement, landscaping, parking-related signage, lighting, and related facilities on the parking spaces lying within the Parking Pad. Parking Pad Owner shall establish an annual budget for those purposes, and shall periodically assess Pad 3 Owner its prorata share of those costs, including reasonable related administrative expenses not to exceed six percent (6%) of such costs. Such cost-sharing and assessments shall continue to apply for any period in which the Parking Easement is temporarily or permanently relocated as provided in Section 7 below.

6. **Non-Interference**. Neither Pad 3 Owner nor Parking Pad Owner and their "authorized users" shall do or permit any act that will unreasonably prevent or hinder the easement rights of any other person, except for such temporary periods as are reasonably required for the maintenance, repair, inspection, replacement, or protection of the Parking Easement. Pad 3 Owner and its authorized users are specifically prohibited from using the Parking Easement or any portion thereof for parking vehicles, other than in the designated parking spaces.

7. **Temporary Right to Relocate Easement**. Parking Pad Owner retains the right, upon 60 days written notice to Pad 3 Owner, to temporarily relocate all or any part of the Parking Easement and the parking spaces contained therein anywhere within the Parking Pad or any adjacent parcel, provided that the access and parking rights granted in this Agreement are not materially impaired. The sole purpose of any such relocation shall be to construct a multi-level parking structure on the Parking Pad. Following the construction of any such structure, the Parking Easement shall continue within the confines of that structure, and Parking Pad Owner shall continue to hold the same number of parking stalls within that structure as is provided in Section 2 above, those stall shall be comparable in terms of proximity and convenience to those depicted on Exhibit "A", and all such parking stalls shall be covered parking stalls. Any such relocation and construction shall be at Parking Pad Owner's sole expense. The Parties shall execute and deliver all such documents as may be necessary to evidence such relocation or record. Any such temporary relocation of the Parking Easement must first be approved in writing by the City of St. George.

8. **Control of Easement Areas**. Subject to the rights created herein, the Parties agree that Parking Pad Owner shall have full management and control of the areas affected by the easements created herein and shall have the right to create, modify, and enforce rules and regulations related to the use of such areas, consistent with the terms of this Agreement. Parking Pad Owner may, with Pad 3 Owner's consent, which shall not be unreasonably withheld, record against the Parking Pad a development agreement with St. George City and a declaration of covenants, conditions and restrictions, provided that such development agreement and declaration do not materially interfere with the rights granted to Pad 3 Owner, or impose substantial additional obligations on Pad 3 Owner. Parking Pad Owner and Pad 3 Owner agree to

execute a document subordinating this Agreement to that development agreement and declaration of covenants, conditions and restrictions. Parking Pad Owner (or a property manager or other agent appointed by Parking Pad Owner) reserves the right to remove, and declare as a trespasser, any person threatening or damaging the Parking Pad, or who disturbs the peaceful enjoyment of Pad 3 Owner and Parking Pad Owner and their "authorized users" in the use, enjoyment and occupancy of the Parking Pad. Parking Pad Owner may take reasonable measures to exclude from the Parking Pad any persons loitering or who are not present for legitimate business purposes. To alleviate security concerns, to protect the access and circulation, to minimize disturbances, or as to any other activity or condition Parking Pad Owner determines in its sole discretion is inconsistent with the intended use of the Parking Easement, Parking Pad Owner may remove from the Parking Pad any vehicle or person.

9. **Annual Right to Prohibit Access.** Parking Pad Owner shall have the unrestricted right one day each year to erect barriers across points of ingress and egress to and from the Parking Easement. Such barriers shall prohibit the general public's access to and across the Parking Easement for the exclusive purpose of interrupting the continuous use of the Parking Easement as a public thoroughfare for the ten (10) year period contemplated by Utah Code section 72-5-104. Additionally, Parking Pad Owner may at any time use any legal means to restrain persons who are not "authorized users" from traveling across the Parking Easement.

Notwithstanding the foregoing, The Parking Pad Owner will attempt to minimize any potential disruption of the use of the Parking Easement by scheduling the placement of the barriers on a low-use day such as a weekend or national holiday.

Nothing in this Agreement shall be deemed to be a dedication of the Parking Easement for public use. All rights, easements and interests created herein are private and do not constitute a grant for public use or benefit.

10. **Indemnification and Insurance.** Pad 3 Owner agrees to save, hold harmless and indemnify Parking Pad Owner from all claims for damages or injury to persons or property arising out of the exercise of the rights herein granted to Pad 3 Owner and its "authorized users" arising out of their use of the Parking Easement.

Pad 3 Owner agrees to maintain a comprehensive general policy of insurance covering Parking Pad in the amount of One Million dollars (\$1,000,000) combined single limit for personal injury and property damage per occurrence.

11. **Succession.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and title. The rights and obligations provided under this Agreement shall run with the land.

The benefits and obligations of Parties contained in this Agreement are not personal to the Parties, but shall transfer to and be binding upon each respective subsequent owner of the Lot

3 and the Parking Pad, respectively. By acceptance of any deed, conveyance, mortgage, trust deed, lease or other instrument of transfer for any portion of Lot 3 or the Parking Pad, or any interest therein, all purchasers, grantees, successors and assigns will be subject to and bound by the terms and provisions of this instrument.

Additionally, Parking Pad Owner reserves to itself and its successors the right to grant similar easement rights on, over and under the Parking Pad to other persons including its affiliates, provided that such other easement rights on, over and under the Parking Pad shall not interfere with the rights granted to the Pad 3 Owner.

12. **Exhibits.** The exhibits attached hereto are by this reference incorporated into this Agreement and made a part thereof.

13. **Attorney's Fees.** In the event any action is instituted between the Parties concerning the Agreement or the enforcement or interpretation of rights or obligations under the easements created herein, the prevailing party shall be entitled to recover all costs and expenses therefor, including reasonable attorneys' fees and court costs.

14. **Remedies.** In view of the purposes of this instrument, money damages in the event of a default in the performance of any provisions hereof will be inadequate, and accordingly any Party benefited by this instrument will have the exclusive right to apply for and receive from any court of competent jurisdiction, equitable relief by way of (i) restraining order, injunction or otherwise, prohibitory or mandatory, to prevent a breach of the terms hereof; (ii) specific performance to enforce performance of the terms hereof; and (iii) reimbursement for costs incurred in securing any such relief, including reasonable attorney's fees. Such right of equitable relief shall be in lieu of the right to seek any other available remedy at law, or to seek money damages for a breach hereof.

15. **Applicable Law and Venue.** This Agreement shall be governed by and **construed** in accordance with the laws of the State of Utah. Any proceeding arising out of or relating to, this Agreement shall be heard within the confines of Washington County, Utah.

16. **Amendment.** This Agreement may not be modified, amended, altered or changed in any respect, except by written agreement, signed by all of the Parties hereto or their successors in title. The Parties acknowledge that this Agreement has been executed in the early stages of the development of the Parking Pad and Lot 3, and that circumstances may change that may require this Agreement to be amended. The Parties agree to negotiate in good faith over any proposed amendment, and consent for any reasonable proposed amendment shall not be unreasonably withheld or delayed. Each Party shall have 15 business days to approve, disapprove, or propose revisions to any amendment proposed by the other Party.

IN WITNESS WHEREOF, the parties hereto have signed this Easement Agreement on the dates indicated below, to be effective as of the date the last Party has signed this Easement

Agreement.

PAD 3 OWNER:

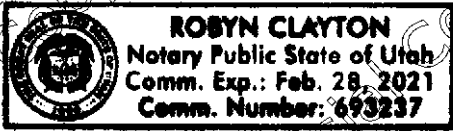
Dry Logic, LLC
a Utah limited liability company

By: [Signature]
Ryan Wedig, Manager

By: SIGNED IN COUNTERPART
Kevin S. Garn, Manager

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On May 30, 2019 Ryan Wedig personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Dry Logic, LLC.



Robyn Clayton
Notary Public

STATE OF UTAH)
: ss.
COUNTY OF _____)

On _____, 2019 Kevin S. Garn personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Dry Logic, LLC.

Notary Public

Agreement.

PAD 3 OWNER:

Dry Logic, LLC
a Utah limited liability company

By: SIGNED IN COUNTERPART
Ryan Wedig, Manager

By: [Signature]
Kevin S. Garn, Manager

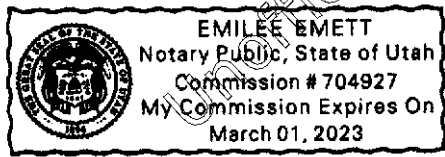
STATE OF UTAH)
)
) : ss.
COUNTY OF WASHINGTON)

On _____, 2019 Ryan Wedig personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Dry Logic, LLC.

Notary Public

STATE OF UTAH)
)
) : ss.
COUNTY OF DAVIS)

On June 5, 2019 Kevin S. Garn personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Dry Logic, LLC.



emilee emmett
Notary Public

PARKING PAD OWNER:

Tech Ridge, L.L.C.
a Utah limited liability company

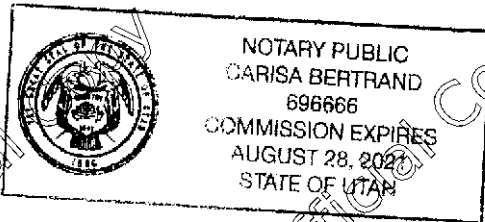
By its Manager:
Tech Ridge Management, LLC

By: *Isaac B. Barlow*
Isaac B. Barlow, Manager

STATE OF UTAH)

COUNTY OF WASHINGTON)
SS

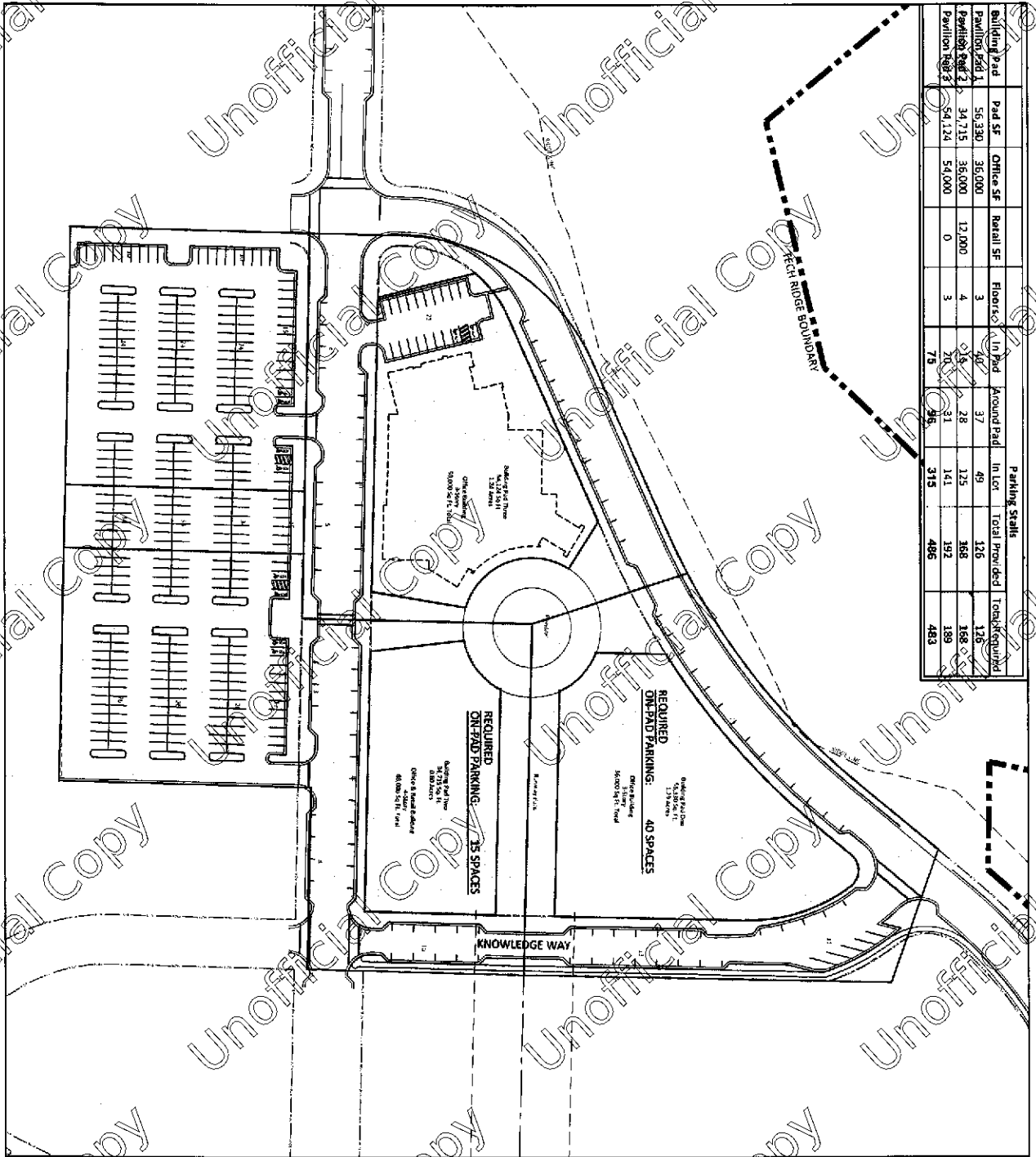
On May 30, 2019 Isaac B. Barlow personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Tech Ridge Management, LLC, in its capacity as Manager of Tech Ridge, L.L.C.



Carisa Bertrand
Notary Public

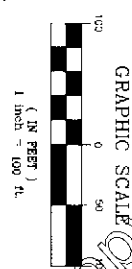
EXHIBIT "A"

Site Plan Depicting the Parking Easement



Building/Pad	Pad SF	Office SF	Retail SF	Floors	In Pad	Around Pad	In Lot	Total Provided	Total Required
Building Pad 1	56,390	36,000	12,000	3	46	37	49	126	126
Building Pad 2	34,715	36,000	0	4	15	28	125	168	168
Building Pad 3	54,124	54,000	0	3	20	31	141	189	189
TOTALS:					75	40	315	486	483

SHADE LEGEND	
PARKING SPACES	PROVIDED / REQUIRED
PAD/BUILDING 1	126 / 126
PAD/BUILDING 2	168 / 168
PAD/BUILDING 3	192 / 189
TOTALS:	486 / 483
ACCESSIBLE PARKING:	10 / 9
VAN ACCESSIBLE PARKING	3 / 2



PARKING DISTRIBUTION EXHIBIT
 FOR
 TECH RIDGE DEVELOPMENT
 LOCATED IN SECTION 25
 TOWNSHIP 42 SOUTH, RANGE 16 WEST SL&M,
 CITY OF ST. GEORGE, WASH. CO., UTAH

ALLIANCE CONSULTING
 A Planning and Engineering Firm

Scale: 1/4" = 10' (AS SHOWN)
 Drawing No: 19-0024204-10
 Checked by: M. J. [Name]
 Date: 06/19/2019

Site: 205 S. Central Expressway Blvd, Washington, Utah 84798-0577
 Tel: (435) 673-8050
 Fax: (435) 673-8065

DRAWING NAME: P1 SH. EXH. B18
 SHEET: 1
 OF: 3 SHEETS