WHEN RECORDED MAIL TO:

Mountain West Development LLC 386 West 500 South, Suite 100 Salt Lake City, UT 84101

14193708 B: 11465 P: 9736 Total Pages: 6
01/11/2024 04:19 PM By: sarvizo Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

# **Parking Agreement**

In Reference to Tax ID Number(s).: 15-12-130-013, 15-12-130-014, 15-12-130-016 and 15-12-130-027

## **COURTESY RECORDING ONLY**

Cottonwood Title disclaims any liability as to the condition of title and as to the content, validity, or effects of this document.

## **PARKING AGREEMENT**

THIS PARKING AGREEMENT is made and entered into effective as of the <u>11</u>th day of January, 2024, by and between **MOUNTAIN WEST DEVELOPMENT LLC**, a Delaware limited liability company, doing business in Utah as Pickle Hide Project, LLC, ("Licensee") and, **MOUNTAIN WEST DEVELOPMENT**, LLC, LLC, Delaware limited liability company ("Licensor").

#### Recitals:

A. Licensor is the owner of a certain parcel located at 345 & 349 West 700 South, Salt Lake City, UT 84101. The approximate location and parking area is outlined in Exhibit A of this agreement. Licensor will improve the area to accommodate a minimum of 20 stalls before the beginning of the License Period.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants herein, the parties agree as follows:

- 1. <u>PARKING LICENSE</u>: Licensor hereby grants Licensee a non-exclusive, conditional, revocable license for access to the Premises for the limited purpose of parking up to <u>20</u> vehicles for residents and/or tenants of Licensee.
- 2. <u>LICENSE PERIOD</u>: The License shall commence upon substantial completion of the Licensee's project (aka "Pickle & Hide") located at <u>7345 4000</u> as determined by final Certificate of Occupancy received from relevant city authorities (the "License Commencement Date") and will be automatically renewable on an annual basis.
- 3. <u>LICENSE FEE</u>: All parking access will be charged to residents and/or tenants of the Licensee at prevailing market rates on a monthly or annual basis pending individual agreements with the owners of the vehicles receiving the licensed access.
- 4. <u>ACCESS</u>: Parking areas will be provided as-is, where-is basis with no requirement of the Licensor to reserve specific locations for the vehicles unless otherwise agreed to under a separate agreement with the vehicle owners.
- 5. <u>DAMAGE & DESTRUCTION</u>: Except for any damage from the negligence or intentional misconduct of Licensor, or Licensor's agents or employees, Licensor shall not have any responsibility to Licensee, its respective agents, employees, or other invitees in the event of any damage to or theft or loss of any equipment or property of Licensee, and Licensee shall look to its own insurance coverage (and to any self-insured portion of the damage, theft or loss), if any, for recovery in the event of any such damage, loss or theft.
- 6. <u>ENTIRE AGREEMENT</u>: This License contains the entire agreement of the parties. Any representations or modifications concerning this instrument shall be of no force and effect, except a subsequent modification in writing signed by the party to be charged.

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Executed as of the date first written above.

## LICENSEE

# **MOUNTAIN WEST DEVELOPMENT LLC**, a Delaware limited liability company, doing business in Utah as Pickle Hide Project, LLC

Ву:	BCG TBD Manager, LLC, a		
	Delaware limited liability company,		
	Its Managing Member		
	By:	Date:	1/11/24
	Brandon Blaser		
	Manager		

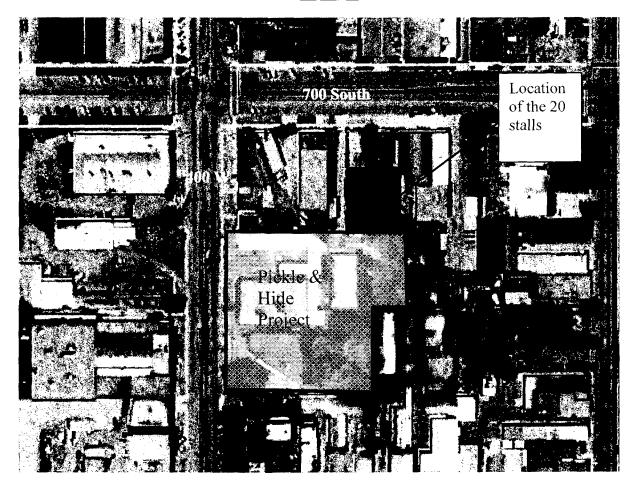
## **LICENSOR**

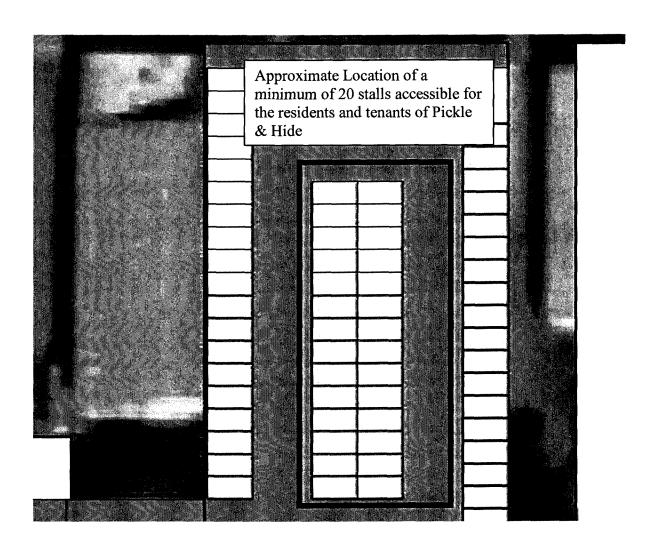
MOUNTAIN WEST DEVELOPMENT, LLC, a Delaware limited liability company

By: BCG TBD Manager, LLC, its Ma	naging
Member	
	Date: 1/11/24
By:	Date: 1/1/24
Brandon Blaser, Manager	

State of Utah)  County of <u>Salt lake</u> )	TOM HARPER  NOTARY PUBLIC - STATE OF UTAN  COMMISSIONS 724315  COMM. EXP. 04-21-2026
On this //th day of, in the year 2024 notary public name public, personally appeared	, before me, Jan Hayer a
notary public name public, personally appeared	undam Wasen, proved
on the basis of satisfactory name of document signer evi	dence to be the person(s) whose name(s)
(is/are) subscribed to this instrument, and acknowledged	
By Residing at	Bountiful wheth
Notary Public in and for the State of Wak My commis	ssion expires $4-2/-2026$

# Exhibit A





## LEGAL DESCRIPTION(S)

## LICENSEE

#### PARCEL 1:

COMMENCING AT A POINT 41.25 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 123.75 FEET; THENCE EAST 15 RODS; THENCE NORTH 123.75 FEET; THENCE WEST 15 RODS TO THE PLACE OF COMMENCEMENT.

### PARCEL 2:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A" SALT LAKE CITY SURVEY; THENCE SOUTH 2.5 RODS; THENCE EAST 10 RODS; THENCE NORTH 2.5 RODS; THENCE WEST 10 RODS TO THE BEGINNING.

#### PARCEL 3:

BEGINNING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 2.5 RODS; THENCE EAST 5 RODS; THENCE NORTH 2.5 RODS; THENCE WEST 5 RODS TO THE BEGINNING.

#### PARCEL 4:

BEGINNING AT A POINT ON THE EAST LINE OF 400 WEST STREET SAID POINT OF BEGINNING BEING SOUTH 89°57'20" WEST 5.42 FEET FROM THE SOUTHWEST CORNER OF LOT 5, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 0°01'02" WEST 148.14 FEET; THENCE NORTH 89°55'18" EAST ALONG THE ADJOINING WALLS OF TWO BLOCK BUILDINGS AND BEYOND, 131.26 FEET; THENCE NORTH 72°06'50" EAST ALONG A BUILDING LINE, 2.27 FEET; THENCE SOUTH 55°44'49" EAST ALONG A BUILDING LINE AND BEYOND, 44.78 FEET TO THE EAST LINE OF AFORESAID LOT 5; THENCE SOUTH 0°01'02" EAST ALONG SAID EAST LINE, 123.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°57'20" WEST ALONG THE SOUTH LINE OF SAID LOT 5 AND BEYOND, 170.42 FEET TO THE POINT OF BEGINNING.

## **LICENSOR**

#### PARCEL 3:

Commencing at a point 78.5 Feet East from the Northwest corner of Lot 6, Block 12, Plat "A", Salt Lake City Survey, and running thence East 42.5 feet, Thence South 200 Feet to the North Line of the Grantee's Land; Thence West 42.5 feet along the North Line of the Grantee's Land; Thence North 200 feet to the point of beginning.