

After Recording Return To:
Steven Cherrington
Lindon View, LLC
275 West 200 North
Lindon, UT 84042

ENT 81008:2015 PG 1 of 9
Jeffery Smith
Utah County Recorder
2015 Sep 02 04:45 PM FEE 27.00 BY SW
RECORDED FOR Traverse Title Insurance Agen
ELECTRONICALLY RECORDED

Parcel Id Nos.45:567:0001

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (this "Agreement") is entered into as of 28th day of August, 2015, by and between Lindon View, LLC, a Utah limited liability company, and Taylor Ortho Management Co., LLC, Inc., a Utah limited liability company.

Recitals

A. Lindon View, LLC, owns certain real property located in Utah County known by Utah County Parcel Id No. 45:567:0001, and more particularly described as Lot 1, 275 West 200 North, Lindon, Utah (the "Lindon View Property"); *See Exhibit A.*

B. Taylor Ortho Management Co., LLC., purchased from Lindon View, LLC, an adjoining parcel of real property located in Utah County known by Utah County Parcel Id. No. 45:467:0002, and more particularly described as Lot 2, 195 North State Street, Lindon, Utah (the "Taylor Property"). *See Exhibit A.*

C. Taylor Ortho Management Co., LLC, will construct an office building on the Taylor Property; however, the Taylor Property does not contain enough space for construction of an appropriate number of parking stalls as required by the City of Lindon.

D. Lindon View, LLC, will grant to Taylor Ortho Management Co., LLC, a perpetual easement across a portion of the parking lot located on the Lindon View Property (the "Access Easement" as further defined below) for the limited purpose of allowing Taylor Orthodontics, Inc., to access and to use no fewer than four parking stalls and no more than eight parking stalls located on the east side of the Lindon View Property; and

E. The relative locations of the Lindon View Property and the Taylor Property, and the Access Easement are visually depicted on the diagram attached as **Exhibit A.**

Agreement

1. Access Easement. Lindon View, LLC hereby grants to Taylor Ortho Management Co., LLC, and its tenants/invitees a perpetual, nonexclusive easement over, on, and across a portion of the Lindon View Property, for the sole and limited purpose of providing vehicular access (ingress and egress) to and from the Taylor Property (the "Access Easement"). The Access Easement means, at the time of execution of this Agreement, the portion of the Lindon View Property depicted on the diagram attached as **Exhibit A**, which Access Easement

is generally described as the ingress/egress point to the parking lot and the parking stalls located on the Lindon View Property.

2. Parking Easement. As a condition precedent to all of Taylor Ortho's obligations under this Agreement, Lindon View, LLC, hereby grants to Taylor Ortho's and its tenants/invitees a perpetual, nonexclusive easement for vehicular parking over and on the Lindon View Property, on a daily "first come first served" basis to eight parking stalls located on the east side of Lot 1, the Lindon View Property. Such stalls are designated on Exhibit A as highlighted and having a number "8" on them to indicate which eight stalls Taylor Ortho may access and use. During the term of this Agreement, Lindon View, LLC shall not grant any additional easements, licenses, or access or use rights of any kind with respect to the Lindon View Property east parking stalls with the number "8" on them as indicated on Exhibit A without the prior written consent of Taylor Ortho Management Co., LLC; provided, however, that Lindon View, LLC may allow any invitees/tenants of the Taylor Property the reasonable use of the Lindon View Property subject to the daily "first come first served" rule. Lindon View, LLC warrants that it has the lawful right, title, and authority to convey this easement and will defend against any and all claims otherwise.

3. Property Maintenance. Each of the parties at its own expense shall maintain and keep in good condition and repair, any parcel to which it has title and over which parcel an easement has been granted herein, all in compliance with applicable law and as is customary for similar well-maintained properties. However, the Owners of the Lindon View Property and the Taylor Property agree to equally share the cost of maintaining the storm drain located on the Lindon View Property, as the storm drain benefits both the Lindon View Property and the Taylor Property.

4. Burden Upon Land. The easements, covenants, restrictions and rights granted and made herein are to run with the land and be appurtenant with the respective property benefitted and burdened by such easements, covenants, restrictions and rights, and be binding upon and inure to the benefit of each of the respective properties and the successors and assigns of each owner of the respective properties. In addition, the grant and the use, benefit and enjoyment of such easements and rights shall always be without charge, cost, fee or assessment of any kind whatsoever. Nothing contained in this Agreement shall limit the ability of the parties to alter, develop or build structures on areas not covered by easements granted herein on the property each party respectively owns.

5. Mutual Indemnification. Each party will indemnify, defend, and hold harmless the other for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of or resulting from such party's use or enjoyment of the easement on the other's property. Each party hereto shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this paragraph. Each of the parties hereto agrees to maintain primary public liability and property damage insurance covering their respective property for at least \$1,000,000 per occurrence.

6. Governing Law/Disputes. Utah law governs the interpretation and enforcement of this Agreement. In the event of a dispute regarding the enforcement of any of its terms, the

prevailing party in any such dispute shall be entitled to recover from the defaulting or non-performing party, its costs and expenses incurred in any such dispute, including reasonable attorneys' fees and disbursements associated with the enforcement of the provisions of this Agreement.

7. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

8. Recording. Any party may record this Agreement.

[End of Agreement – Signature Page Follows]

This Easement Agreement is agreed to and accepted by:

LINDON VIEW, LLC.

By: _____
Printed Name: _____
Title: _____

See Attached

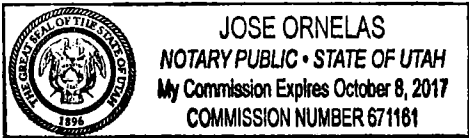
In the State of _____, County of _____, I, the undersigned Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Lindon View, LLC. Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

TAYLOR ORTHO MANAGEMENT CO., LLC

By: *Robert R Taylor*
Printed Name: *ROBERT R TAYLOR*
Title: *OWNER*

In the State of *Utah*, County of *Salt Lake*, I, the undersigned Notary Public, do hereby certify that *Robert R. Taylor*, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of Taylor Ortho Management Co., LLC. Witness my hand and official seal this *1st* day of *September*, 2015.



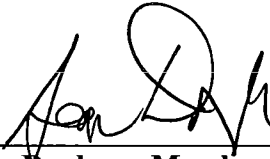
Notary Public *Jose Ornelas*

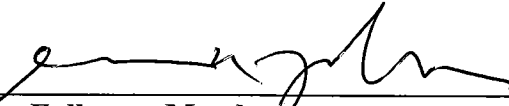
Attachment to Parking Easement Agreement

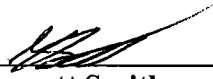
Seller:

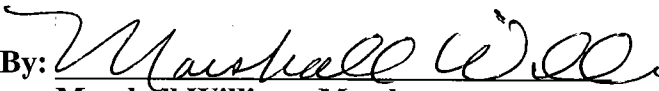
Lindon View, LLC, a Utah limited liability company

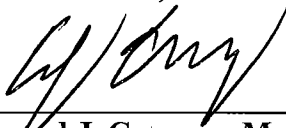
By: 
Steven Cherrington, as Member

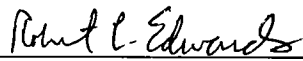
By: 
Sean Doyle, as Member

By: 
Glen Fuller, as Member

By: 
Garrett Smith, as Member

By: 
Marshall Willis, as Member

By: 
Elwood J. Corry, as Member

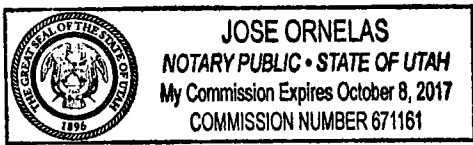
By: 
Robert L. Edwards, as Member

By: 
Michael Curtis, as Member

By: 
Roger Brockbank, as Member

State of Utah)
 : ss.
County of Utah)

On the 28th day of August, 2015, personally appeared before me **Steven Cherrington, Sean Doyle, Glen Fuller, Garrett Smith, Marshall Willis, Elwood J. Corry, Robert L. Edwards, Michael Curtis, and Roger Brockbank, as Members of Lindon View, LLC, Utah limited liability company**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.




NOTARY PUBLIC 

EXHIBIT "A"
(Legal Descriptions)

Lindon View Property:

Lot 1, Plat "A", Lindon View Subdivision, Lindon, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Taylor Property:

Lot 2, Plat "A", Lindon View Subdivision, Lindon, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

EXHIBIT A

