Recorded at the Request of:
Sam Patel, Esq.
162 North 400 East, Suite A-204
Saint George, UT 84770

Affects Parcels Nos: I-6-1-33-331
PARCEL 2

DECLARATION OF RESTRICTIVE COVENANTS AND PERPETUAL CROSS EASEMENT AGREEMENT

This Declaration of Restrictive Covenants and Perpetual Cross Easement Agreement (the "Agreement") is hereby made and effective as of ___ day of _____, _____, between Canyon Crossing Investments, LLC, a Utah limited liability company, and Canyon Crossing Real Estate Holdings, LLC, a Utah limited liability company.

RECITALS

A. Canyon Crossing Investments, LLC is the owner ("CANYON CROSSING INVESTMENTS") of PARCEL 1 ("Parcel 1");

B. Canyon Crossing Real Estate Holdings, LLC is the owner ("Canyon Crossing Real Estate Holdings") of PARCEL 2 ("Parcel 2") (Parcel 1 and Parcel 2 shall collectively be referred to as "Property");

C. Canyon Crossing Investments and Canyon Crossing Real Estate Holdings (collectively, the "Parties", and individually, a "Party") desire to create and grant an easement on, over, upon, and across portions of their respective property (Parcel 1 and Parcel 2) for purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly contemplated by this Agreement;

D. January 16, 2020 dated Conditional Use Permit ("CUP") as attached hereto as Exhibit "C" remains in full force and effect, and the rights of Ivins City and the obligations of the Parties to comply with the CUP, particularly regarding common area maintenance as required by applicable city codes, are fully preserved. While this Agreement delineates separate maintenance obligations between the Parties, Ivins City retains the right to enforce maintenance standards against either or both Parties to ensure compliance with the CUP and city code requirements. Nothing in this Agreement shall be construed to limit Ivins City' ability to pursue recourse against either Party to uphold these standards.

E. This Agreement and the easements established herein are conditions of the subdivision process, expressly intended to ensure compliance with applicable city codes and regulations. The terms set forth are designed to support the orderly development and use of the property in accordance with city standards, and adherence to this agreement is a prerequisite for meeting the city's subdivision requirements.

F. The Parties agree that these reciprocal easements will be as set forth in Exhibit "A" or areas of similar size, use, and functionality, at the reasonable discretion of the owner of the servient estate, collectively referred to as the "Easement Areas" as set forth in the Exhibit "A" attached hereto.

AGREEMENT

1. Grant of Easements. Canyon Crossing Investments and Canyon Crossing Real Estate Holdings, as the owners of Parcel 1 and Parcel 2, hereby expressly dedicate and subject each of the forgoing parcels of real property to this Declaration of Restrictive Covenants and Perpetual Cross Easement Agreement intending for this Agreement to run with the land and also intending to be bound, and to bind all heirs, successors and/or assigns, to the terms hereof.

Canyon Crossing Investments and Canyon Crossing Real Estate Holdings hereby declare that all of the Property and each of Parcel 1 and Parcel 2 described above is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, and covenants. The acceptance of any deed or conveyance thereof by any grantee or grantees, as well as their respective heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the Canyon Crossing Investments and Canyon Crossing Real Estate Holdings of each Parcel to accept and hold the Property or any of the Parcels described or conveyed in or by such deed or conveyance, subject to the terms and conditions of this Declaration as follows:

The Cross Access Easement, the Common Driveway Easement, the Cross Parking Easement, and the Construction and Maintenance Easement granted herein are collectively referred to herein as the "Easements". It is the intent of the Parties that each Party have full use of the parking stalls, the driveways, and access for ingress and egress on the property more particularly described in Exhibit "A" and depicted on Exhibit "B".

1.1 Cross Access Easement. The Parties hereby grant and convey to each other a non-exclusive, mutual cross-access easement for purposes of vehicular and pedestrian ingress and egress on, over, upon, and across the Easement Areas as shown in the attached Exhibit "A" and depicted on Exhibit "B".

1.2 Common Driveway Easement. The Parties hereby grant and convey to each other a non-exclusive, mutual common driveway easement for purposes of vehicular ingress and egress on, over, upon, and across the Easement Areas as shown in the attached Exhibit "A" and depicted on Exhibit "B".

1.3 Cross Parking Easement. The Parties hereby grant and convey to each other a non-exclusive, mutual cross-parking easement for use of the parking spaces within the parking areas shown in the attached Exhibit "A" and depicted in Exhibit "B".

1.4 Modification of Easements. Each Party will not unreasonably withhold consent to requests from the other Party for modifications or reconfigurations, including changes to the size, location, and usage pattern of the Easement Areas, provided that such modification does not significantly reduce the purpose and functionality of such Easement. Any such modification must be documented in writing with the mutual consent of the parties. Notwithstanding anything to the contrary, no changes shall be made to this Agreement without the prior written consent of Ivins City. Ivins City is intended as a third-party beneficiary of this Agreement to ensure compliance with applicable city codes and regulations.

1.5 Reservation of Rights to Use Property. Each Party reserves the right to use its own servient estate (Canyon Crossing Investments with respect to Parcel 1 and Canyon Crossing Real Estate Holdings with respect to Parcel 2), including the Easement Area located thereon, as it sees fit provided such use is not inconsistent with and does not materially interfere with the other's (the dominant estate's) use of that Easement Area, including the construction of improvements over, under, in, along, across, and upon the servient estate in the Easement Area. The dominant estate may not use the Easement Area other than for the uses provided for herein and such use may not materially interfere with the other Party's use of that Party's property or use of the Easement Areas (except as consistent with the Easements granted herein). Canyon Crossing Investments will retain the right to grant additional easement rights in Parcel 1, including in the Easement Areas, provided the same shall not materially interfere with, or otherwise adversely affect the rights of Canyon Crossing Real Estate Holdings herein. Canyon Crossing Real Estate Holdings will retain the right to grant additional easement rights in Parcel 2, including in the Easement Areas, provided the same shall not materially interfere with, or otherwise adversely affect the rights of Canyon Crossing Investments herein. Notwithstanding anything to the contrary, no walls, fences, or barriers of any kind shall be constructed or maintained on the Easement Areas, or any portion thereof, by any party which shall prevent or impair the use of the exercise of any of the easements granted herein or the access and movement, including without limitation, pedestrians and vehicular traffic between the various Parcels; provided, however, landscaping and reasonable traffic controls as may be necessary to guide and control an orderly flow of traffic may be installed so long as access driveways to the parking areas in the Easement Areas are not closed or blocked. The only exception to this provision shall be (1) for changes to the Easement Areas permitted by this Agreement, and (2) for incidental encroachments upon the Easement Areas which may occur as a result of the use of ladders, scaffolding, storefront barricades, and similar facilities resulting in temporary obstruction of portions of the Easement Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued.

1.6 AS IS. Each Party acknowledges that it accepts the Easements on an AS IS WHERE IS basis, and that all warranties as to condition, location or fitness for particular use have been fully disclaimed. The Parties acknowledge that they have had a sufficient opportunity to conduct the necessary due diligence, including consulting with outside legal counsel, to assess the benefit, obligations, and legal effect of Easements and this Agreement.

1.7 Construction and Maintenance Easement. The Parties hereby grant each other a construction and maintenance easement but only to the extent such is reasonably necessary to construct, improve, and maintain the Easement Areas as provided for herein. Furthermore, the January 16, 2020 dated Conditional Use Permit ("CUP") as attached hereto as Exhibit "C" remains in full force and effect, and the rights of Ivins City and the obligations of the Parties to comply with the CUP, particularly regarding common area maintenance as required by applicable city codes, are fully preserved. While this Agreement delineates separate maintenance obligations between the Parties, Ivins City retains the right to enforce maintenance standards against either or both Parties to ensure compliance with the CUP and city code requirements. Nothing in this Agreement shall be construed to limit Ivins City' ability to pursue recourse against either Party to uphold these standards.

2. Maintenance of Easement Areas. Each Party, at its sole cost and expense, shall maintain and keep the Easements Areas, Landscaping, and Lighting on each Party's respective Parcel (i.e., the servient estate) in a commercially reasonable condition and state of repair. The other owner (i.e., the dominant estate) shall not be obligated to maintain, repair, or

replace the servient estate Easement Area. If an Easement Area falls in disrepair and is not remedied within a reasonable amount of time by the servient estate, the dominant estate may, but is not obligated to, notify the servient estate owner of such condition. If the servient estate does not commence reasonable remedial action within 30 days of such notice and diligently pursue until completed, the dominant estate may, but is not obligated to, perform such remedial action and invoice the servient estate for reimbursement of all reasonable costs incurred therein. Pursuant to Ivins City Ordinance, Ivins City has the authority and power to revoke the CUP if maintenance is not upheld.

3. Mutual Indemnities. Each Party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other (the "Indemnified Party") for, from, and against any and all claims, losses, damages, costs, including attorney fees, suffered or incurred in connection with any alleged claim, loss, bodily injury, death, or property damage arising out of use or enjoyment of the Easement Areas by the Indemnifying Party, except to the extent caused by the Indemnified Party.

In no event will either Party be liable for any consequential damages, punitive damages, indirect damages or any other damage to, or loss of, business, personal property or equipment sustained by the other Party or their invitees within the Easement Areas, whether or not it is insured, except to the extent such loss is caused by negligence or willful misconduct of such Party.

4. Run with the Land and Termination. The Easements, including the terms and conditions of this Agreement run with the land and are perpetual unless and only if terminated as provided for herein. These Easements may be terminated only by mutual written consent of Canyon Crossing Investments and Canyon Crossing Real Estate Holdings (or their respective successors). The Easements shall run with and be appurtenant to each portion of Parcel 1 and Parcel 2, and shall be binding upon each portion of Parcel 1 and Parcel 2 and the Owner(s) thereof and all successors in title to any portion of Parcel 1 or Parcel 2 during their respective ownership. Notwithstanding anything to the contrary, no changes shall be made to this Agreement without the prior written consent of Ivins City.

Each Party, and their respective successors and assigns, after conveyance of its interest in the servient estate to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other provisions of this Agreement, as the same run with the servient estate.

5. Taxes. Each owner of a Parcel 1 / Parcel 2 or portion of the property expressly agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes, SID's and assessments which are levied against any part or portion of the Easement Areas owned by the respective property owner.

6. Insurance. Each Parcel owner shall maintain commercial general liability insurance providing coverage against bodily injury, death and property damage occurring, or by reason of activities, on or about the Easement Area located on the Parcel of such owner. Such insurance shall be carried with a financially responsible company licensed to issue insurance in Utah, shall afford at least the coverage provided by a "combined single limit" of not less than $100,000 per occurrence, and not less than $300,000 in the aggregate, for bodily injury, death and property damage. Any party may comply with this insurance requirement by the purchase of blanket coverage, and may elect such deductible provisions as are consistent with good business practices. Each party shall, upon request, furnish the other owners with a certificate issued by its insurer evidencing that insurance is in force which complies with these

insurance requirements.

7. Modification. This Agreement may not be abrogated, modified, rescinded or amended in whole or in part unless by written instrument executed by the Parties (and their mortgagees), and recorded with the county recorder. Notwithstanding anything to the contrary, no changes shall be made to this Agreement without the prior written consent of Ivins City.

8. Mediation; Default. Prior to commencing suit or other legal proceeding, the parties agree to submit any dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The prevailing party in any action to enforce this Agreement shall be entitled to all reasonably incurred attorney fees and costs. Any amounts owing pursuant to this Agreement shall accrue interest at 18% per annum if not paid within 30 days of receiving the applicable invoice. Any action to enforce this Agreement shall be governed by Utah law without consideration of conflicts of law principles. Venue shall reside in the county in which the subject property is located.

9. No Merger. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that all or a part of the Property subject hereto may be owned by the same person from time to time, it being the intention of the parties to create a perpetual easement which will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated by Agreement of the parties in writing.

10. Notices. Any notice or demand to be given by any party to any other party shall be given in writing by personal service, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party at the address set forth for such party in the Washington County taxing records or, if different, at another address provided by such party. Any party may change the address at which it desires to receive notice on written notice of such change to the other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not property communicated shall not defeat or delay the giving of a notice.

11. Interpretation. This Agreement shall inure to the benefit of, and shall be binding on, the parties and their respective successors and assigns. Titles and headings of paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement. This Agreement shall be governed by, and constructed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Except as otherwise provided in this Agreement, no remedy

provided in this Agreement shall be exclusive of any other remedy at law or in equity (whether existing on or created after the date of this Agreement), and all remedies under this Agreement may be exercised concurrently, independently or successively from time to time. The failure on the part of any person to promptly enforce any right under this Agreement shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default. Notwithstanding anything to the contrary, Ivins City can enforce its rights without mediation or alternative dispute resolution and may act through any lawful means, including terminating the CUP or withholding any other approvals.

12. Representations and Warranties. Each Party represents and warrants to the other that it has the right to grant the Easements as set forth herein, that such grant does not violate any applicable law, contract, or company by-law, and that the person signing on behalf of its respective Party has the necessary authority, consent, and or company resolution to do so.

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IN WITNESS WHEREOF, this Agreement has been made as of the first date set out above.

Canyon Crossing Investments, LLC
A Utah limited liability company

_____

By: Vinod Patel
Its: Manager of Canyon Crossing Investments, LLC

STATE OF UTAH)
:SS
SALT LAKE COUNTY)

On _____, personally appeared before me Vinod Patel, the duly authorized Manager of Canyon Crossing Investments, LLC, a Utah limited liability company, and acknowledged before me that he did execute the foregoing Declaration of Restrictive Covenant and Perpetual Cross Easement Agreement for the purposes set forth herein.

_____

NOTARY PUBLIC

Canyon Crossing Real Estate Holdings, LLC,
A Utah limited liability company

_____

By: Dhavalkumar Patel
Its: Manager of Canyon Crossing Real Estate Holdings, LLC

STATE OF UTAH)
:SS
_____ COUNTY)

On _____, personally appeared before me Dhavalkumar Patel, the duly authorized Manager of Canyon Crossing Real Estate Holdings, LLC, a Utah limited liability company, and acknowledged before me that he did execute the foregoing Declaration of Restrictive Covenant and Perpetual Cross Easement Agreement for the purposes set forth herein.

_____

NOTARY PUBLIC