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WHEN RECORDED RETURN TO:
Jim Larkin
Larkin Enterprises, LLC
1003 South Davis Creek Lane
Farmington, UT 84025

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12/17/2013 4:12:00 PM \$29.00
Book - 10199 Pg - 9395-9403
Gary W. Ott
Recorder, Salt Lake County, UT
UNITED TITLE SERVICES
BY: eCASH, DEPUTY - EF 9 P.

GRANT OF ACCESS EASEMENT AND AGREEMENT

THIS GRANT OF ACCESS EASEMENT AND AGREEMENT ("Easement") is executed by Rebecca Auger of 504 Sugar Plum Lane, North Salt Lake City, UT 84054 ("Grantor") in favor of Larkin Enterprises, LLC, a Utah limited liability company, of 1003 South Davis Creek Lane, Farmington, UT 84025 ("Grantee").

RECITALS

A. The parties hereto desire to create, pursuant to the terms and conditions of this Easement, an access easement and right of way located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"). The Easement Area is from the south boundary of Grantee's property across about thirty (30) feet of Grantor's Property to the bridge described in section G below.

B. Grantor is the owner of fee title to certain real property located in Salt Lake County, Utah known as 2800 North 2200 West (Rear H), Salt Lake City, UT 84116, Parcel Number 08-10-300-010, and more particularly described in Exhibit "B," attached hereto and incorporated herein ("Grantor's Property").

C. The Easement Area is located within a portion of the Grantor's Property.

D. Larkin is the owner of fee title to certain real property located in Salt Lake County, Utah known as 2828 North 2200 West, Salt Lake City, Utah 84116 which consists of 10.14 acres, Parcel Number 08-09-476-028, and more particularly described in Exhibit "C," attached hereto and incorporated herein ("Grantee's Property").

E. Grantee's Property adjoins Grantor's Property.

F. The real property being accessed by the Easement is described with particularity on Exhibit "D" attached hereto and incorporated herein by this reference.

G. Grantor's Property and Grantee's Property are sometimes referred to collectively herein as the "Property" or "Properties".

H. Grantor is selling a portion of her property on the east side of the Salt Lake Drainage Canal to Grantee. This parcel is due east across the canal from Grantee's Property. There is no access to Grantee's Property except for a bridge across the canal that comes from Grantor's Property.

I. Grantee has submitted or is in the process of submitting an application with Salt Lake City, Utah for permission to build a bridge across the canal from Grantee's Property.

J. Once the permit is issued, the parties estimate that Grantee can construct the new bridge across the canal from Grantee's Property within one hundred and twenty (120) days.

K. It is the intent of Grantor to grant to Grantee an access easement and right of way to the Grantee's Property for vehicular and pedestrian ingress and egress over, across and through the Easement Area until such time as Grantee can get permission to construct and construct a bridge across the canal on Grantee's property.

GRANT AND AGREEMENT

NOW THEREFORE, in consideration of the above recitals and of the Agreement set forth below, Grantor and Grantee, and any and all future owners, grantees, assigns, or successors in interest to the properties or interests in properties above-described (each an "**Owner**" and collectively the "**Owners**") shall be subject to and bound by following terms and provisions with regard to the Easement Area.

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic over, across and through the Easement Area (the "Easement").

2. Mutual Benefits and Burdens. Grantor's Property is the servient estate and Grantee's property is the dominant estate. The mutual benefits and burdens herein include:

a. Easement. A non-exclusive easement over, across and through the Easement Area for the purpose of pedestrian and vehicular access, including by way of illustration but not limitation access by emergency and service vehicles.

b. No Barriers. Neither Grantor nor Grantee shall permit or suffer to be constructed or placed upon any portion of the Easement Area any gate, fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair vehicular or pedestrian traffic from one portion of the Easement Area to another or shall otherwise unreasonably obstruct or interfere with the movement of pedestrians or vehicles upon, across, over or through the Easement Area, except (a) as may be reasonably necessary or appropriate during periods that construction activities are ongoing or (b) to the extent that it may be necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights in the public in any portion thereof or to the extent objectively necessary to prevent eminent damage to the Easement Area, provided that any obstruction or

interference permitted under this clause shall be done in a manner reasonably calculated to minimize its impact upon, and in reasonable cooperation with Grantor and Grantee.

3. Maintenance. Grantor shall maintain the Easement Area in its present condition (or better) at Grantor's sole expense.

4. Damages. Grantee shall repair at its expense any damage it may cause to the Easement Area beyond reasonable wear and tear.

5. No Third Party Enforcement. It is the intent of this Agreement that only the parties hereto or their successors or assigns in title shall be entitled to enforce or bring an action to enforce the terms hereof and no tenant, occupant or other third party is an intended beneficiary hereof, and any benefits flowing to such persons are merely incidental. In addition, it is the intent of Grantor that no third party shall have an independent right of action hereunder.

6. Duration. The easements, covenants, restrictions and other provisions of this Agreement shall become effective upon the filing of the same with the Office of the Salt Lake County Recorder and shall be continue until such time as Grantee obtains a permit from Salt Lake City, Utah to build and builds a bridge across the canal from Grantee's Property. The Easement shall terminate automatically when the following two (2) conditions occur: (a) a new bridge is completed or one hundred and twenty (120) days after the permit is issued, whichever first occurs, and (b) the written consent of the Lender on Grantee's SBA Loan is obtained; provided, however, the term of the first event necessary for the termination of the Easement shall be extended beyond said period if Grantee has commenced construction of the new bridge within said one hundred and twenty (120) day period and thereafter diligently continues such construction to completion as promptly as is reasonably possible.

7. Force Majeure. If by reason of materials shortages, acts of God or nature, strikes, riots, terrorist attacks, or other unavoidable causes beyond Grantee's control, Grantee is prevented from completing the new bridge within the time contemplated, then the parties agree to make an equitable adjustment as to the time in which this easement shall expire.

8. Amendment. This easement and right of way may be terminated, extended or amended by recording of an appropriate document in the Office of the Salt Lake County Recorder, State of Utah, which document must be executed by the parties or their successors-in-interest or assigns in title.

9. No Public Dedication. Nothing contained in this Agreement shall, constitute a gift or dedication of any portion of any Lot to the general public or for any public purpose whatsoever.

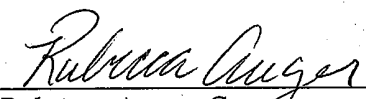
10. Waiver. No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Agreement.

11. Enforcement and Severability. If any party to this Agreement takes action to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees incurred in any reasonable enforcement of this Agreement. If any term or provision hereof shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by the law.

12. No Merger. It is the express intent of Grantor that this Agreement remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Grantor or its successor-in-interest, notwithstanding the fact that Grantor is the owner of all of the Grantor's Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Grantor's Property.

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

DATED this 13 day of December, 2013.

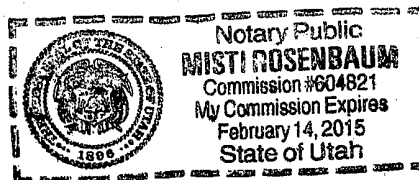


Rebecca Auger, Grantor

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 13 day of December, 2013, Rebecca Auger, personally known to me or shown by satisfactory evidence, appeared before me as the signer of the foregoing instrument, and duly acknowledged to me that she executed the same.


NOTARY PUBLIC



DATED this 17th day of December, 2013.

LARKIN ENTERPRISES, LLC

By: 
Name: Jim Larkin
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 17th day of December, 2013, Jim Larkin, personally known to me or shown by satisfactory evidence, appeared before me as the Manager of LARKIN ENTERPRISES, LLC., a Utah limited liability company, the signer of the foregoing instrument, and duly acknowledged to me that he executed the same for and in behalf of said company.


NOTARY PUBLIC

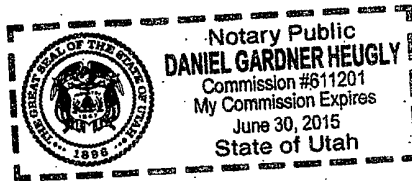


EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in the foregoing document as the Easement Area is located in Salt Lake County, Utah, and is described more particularly as follows:

BEGINNING AT A POINT ON THE EASTERLY END OF A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 9451694 IN BOOK 9169, PAGE 3763 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING 337.82 FEET EAST AND 471.83 FEET NORTH FROM THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 45°31'02" EAST 28.26 FEET; THENCE SOUTH 65°46'04" WEST 10.88 FEET; THENCE NORTH 45°35'52" WEST 34.76 FEET; THENCE SOUTH 89°47'55" EAST 14.59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 320 SQ. FT. OR 0.007 ACRES, MORE OR LESS, AS DESCRIBED

EXHIBIT "B"
LEGAL DESCRIPTION

The land referred to in the foregoing document as Grantor's Property, is located in Salt Lake County, Utah, and is described more particularly as follows:

Beginning 221.42 feet South and 90.6 feet West from the Southwest corner of Section 10, Township 1 North, Range 1 West, Salt Lake Meridian; and running North 695.21 feet; thence East 413.71 feet to the Southwest boundary of the Salt Lake Drainage Canal; thence Southeasterly 38.06 feet, more or less; thence South $13^{\circ} 8'42''$ West 380.08 feet; thence Southwesterly 92.09 feet, more or less; thence South $89^{\circ} 57'50''$ West 208.61 feet; thence South $0^{\circ} 4'$ East 209 feet; thence South $89^{\circ} 57'50''$ West 117.95 feet to the point of beginning.

Less and excepting the following:

Beginning South 221.363 feet and 90.6 feet West, more or less, from the Southeast corner on Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running East 117.819 feet; thence North 107 feet; thence West 117.819 feet; thence South 107 feet to the point of beginning.

Parcel Number: 08-10-300-010

For informational purposes only the street address of the property is 2800 North 2200 West (Rear H), Salt Lake City, Utah 84116.

EXHIBIT "C"
LEGAL DESCRIPTION

The land referred to in the foregoing document as the Grantee's Property, is located in Salt Lake County, Utah, and is described more particularly as follows:

Beginning at the center of a 4 rod street at the extension of an existing fence line being 930.97 feet North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence along said fence line South 89°17'15" East 231.37 feet to a found rebar and cap marking a Boundary Line Agreement in Book 8538, at Page 5539, in the Salt Lake County Recorder's Office; thence along said Boundary Line Agreement the following two (2) courses, (1) thence South 89°52'05" East 528.95 feet; (2) thence South 89°44'09" East 437.26 feet, more or less, to an existing fence corner marking the West line of the Salt Lake City No. 2 Ditch; thence along said fence line South 46°26'25" East 156.46 feet; thence South 45°13'18" East 488.92 feet to an existing fence corner marking the Boundary Line Agreement in Book 9169, at Page 3763, in the Salt Lake County Recorder's Office; thence along said Boundary Line Agreement North 89°47'55" West 428.68 feet; thence along an existing fence line North 89°24'13" West 118.06 feet; thence continuing along said existing fence South 89°53'29" West 228.26 feet, more or less, to an irrigation ditch; thence North along said ditch 280.40 feet, more or less, to the extension of an existing fence line; thence along said fence line South 89°53'23" West 550.00 feet; thence North 141.20 feet, more or less, to the extension of an existing fence line; thence along said fence line North 89°49'45" West 333.00 feet, more or less, to the center of a 4 rod street; thence North along the center of said street 34.48 feet to the point of beginning.

Less and excepting therefrom the Westerly portion of subject property lying within the bounds of 2200 West Street.

Parcel Number 08-09-476-028

For informational purposes only the street address of the property is 2828 North 2200 West, Salt Lake City, Utah 84116.

EXHIBIT "D"
LEGAL DESCRIPTION

The land referred to in the foregoing document as the real property being accessed by the Easement is located in Salt Lake County, Utah, and is described more particularly as follows:

Beginning at a point South 89°59'57" West 90.60 feet along the Section line and North 473.796 feet and East 432.125 feet and North 45°34'00" West 643.198 feet and South 89°51'55" East 114.548 feet to the true point of beginning from the Northeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°51'55" East 516.654 feet along an old fence and Boundary Agreement line; thence along the Westerly right of way of the proposed I-215 Project Number SP-0067(1)0 for the following three courses; South 20°02'53" West 326.750; South 17°35'05" West 61.470 feet; South 24°11'59" East 23.016 feet; thence North 45°34'00" West 553.875 feet along the Northeasterly line of the Salt Lake City Drainage Canal to the point of beginning.