

After recording return to:
Zachary Peter Lowe
6028 S. Ridgeline Drive, Suite 201
Ogden, Utah
84405

Ent: 384017 - Pg 1 of 6
Date: 05/08/2013 03:14 PM
Fee: \$20.00
Filed By: cp
Jerry M. Houghton, Recorder
Tooele County Corporation
For: TOOELE TITLE COMPANY

RECIPROCAL CROSS EASEMENT AGREEMENT

This Reciprocal Cross Easement Agreement ("Agreement") is executed this day of May 15th, 2013, by Endurance One, LLC hereinafter ("Endurance One") and Tooele Endeavor, LLC hereinafter ("TE").

RECITALS

Endurance One is the owner of certain property in Tooele City designated as parcel No. 02-127-0-0006 that is contiguous to property owned by TE.

TE is the owner of certain property in Tooele City designated as parcel No. 02-127-0-0056.

Tooele City requires a common access for ingress and egress to both parties' property.

Endurance One and TE desire to establish a common access for the use by the owners.

The legal description of the property subject to the Reciprocal Easement is attached hereto as Exhibit "A"

The Endurance One property and TE property are collectively referred to herein as the "Property."

The parties herein desire to grant to each other a perpetual non-exclusive easement which is appurtenant to and running with the Property for access, ingress and egress over, through, upon and across certain portions of the Property, upon the terms and conditions hereinafter set forth.

In consideration of the promises contained herein, the parties intend to be legally bound and hereby agree as follows:

A
79

GRANT OF EASEMENT

1. Recitations. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. Grant of Access Easement. Subject to the conditions contained herein, the parties hereby grant to each other, and all subsequent owners of the Property or any portion thereof, including without limitation, the parties' respective heirs, personal representatives, mortgagees, successors, assigns, purchasers and Permittees (as defined below) (collectively, "Successors"), a perpetual non-exclusive easement for pedestrian and vehicular access, ingress and egress over, across, and upon those portions of the Property not occupied by structures or buildings which are or will be generally available for pedestrian and vehicular access. Specifically, the total area subject to the easement is three thousand five hundred and sixteen (3,516 sqft) square feet as detailed in Exhibit A. Either party or successor shall have the right, at any time, to construct and expand drive aisles, sidewalks, landscaping and access point/curb cuts, on that portion of the Easement Area owned by such party or successor provided that said construction or expansion or use or relocation shall not bar the free and reasonable and convenient passage of vehicular or pedestrian traffic in the Easement Area or interfere with unobstructed access, ingress, egress, and circulation between the parties' respective parcels. The parties covenant that, at all times, free and unobstructed access, ingress, egress and circulation across the Property will be maintained and will not be impeded, and that no fence, partition, or obstruction of any type or kind shall ever be placed, kept, permitted or maintained on such area that would impede such access, except as may be required from time to time in connection with temporary construction, maintenance, and repair. The purpose of the Easement is to provide ingress, egress, access and circulation rights for the joint use and benefit of the CK and Lowe Property.

3. Use by Permittees. The use of the easements created hereby shall be non-exclusive and for the use and benefit of the owners, tenants, and authorized occupants of the Property as well as their customers, visitors, invitees, and licensees ("Permittees").

4. Construction, Operation and Maintenance. Lowe shall be responsible to construct all above-ground surface area encumbered by the easement. However, each party shall operate, maintain and repair at its own cost and expense, all above-ground surface parking areas, sidewalks and driveways located on such party's portion of the Property, in good order, condition and repair.

5. Binding Effect. The covenants contained in this Agreement are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

6. Appurtenant Easements. The easements are easements appurtenant to all portions of the Property.

7. Enforcement. In the event of any breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

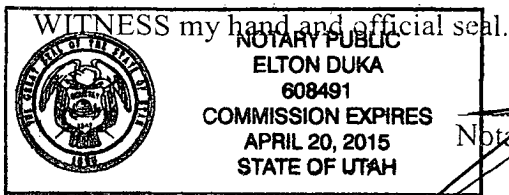
8. Attorney Fees and Costs. The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including but not limited to, reasonable attorney's fees (including appellate fees) and court costs. This section shall survive the expiration or termination of this Agreement with respect to obligations which arose during the term of this Agreement.

THIS RECIPROCAL CROSS EASEMENT AGREEMENT is executed by the parties, intending to be legally bound, as of the date written above.

Nathan Kiger
Endurance One, LLC
Matt Lowe
Tooele Endeavor, LLC

STATE OF UTAH)
) ss.
County of SALT LAKE)

On the 1st day of May, 2013, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Nathan Kiger, signer of the foregoing instrument, who is known to me and who acknowledged to me that he/she signed said document freely and voluntarily.



[Signature]
Notary Public

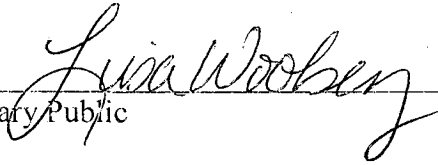
STATE OF UTAH)
) ss.
County of SALT LAKE)

On the 6th day of May, 2013, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Matt Lowe, signer of the

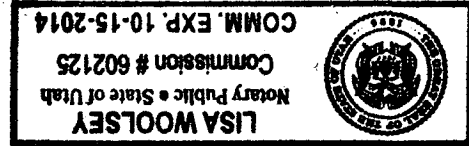
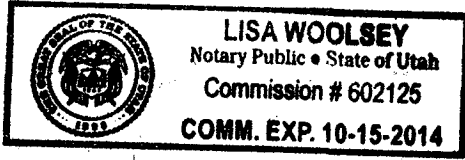
[Handwritten mark]

foregoing instrument, who is known to me and who acknowledged to me that he/she signed said document freely and voluntarily.

WITNESS my hand and official seal.



Notary Public





02-26-2013

**EXHIBIT A
CROSS ACCESS EASEMENT
TOOELE CITY, TOOELE COUNTY, UTAH**

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL NO. 02-127-0-0056, SAID POINT BEING N00°21'58"W ALONG THE SECTION LINE 224.01 FEET AND S89°38'02"W 1194.12 FEET FROM THE SOUTHEAST CORNER OF SECTION 16; THENCE N80°46'37"W ALONG SAID NORTH LINE OF SAID PARCEL 29.91 FEET; THENCE N06°41'49"E 85.78 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 16.47 FEET, A RADIUS OF 10.50 FEET, A CHORD BEARING OF N38°14'03"W, AND A CHORD LENGTH OF 14.83 FEET; THENCE N83°09'54"W 5.01 FEET TO THE EAST RIGHT OF WAY LINE OF MAIN STREET (U-36); THENCE N06°42'05"E ALONG SAID EAST RIGHT OF WAY LINE 29.00 FEET; THENCE S83°09'54"E 39.48 FEET; THENCE S06°41'49"W 112.15 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 15.92 FEET, A RADIUS OF 20.50 FEET, A CHORD BEARING OF S15°33'17"E, AND A CHORD LENGTH OF 15.53 FEET TO THE POINT OF BEGINNING

CONTAINING 3,516 SQUARE FEET OR 0.081 ACRES

part of tax id. # 02-127-0-0006

Solutions You Can Build On™

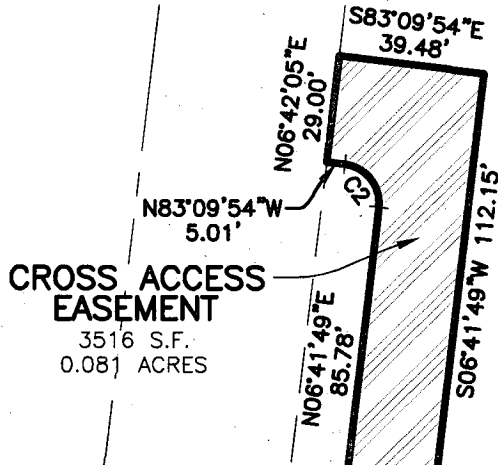
Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

EXHIBIT A

EXHIBIT MAP TO ACCOMPANY DESCRIPTION
 CROSS ACCESS EASEMENT
 TOOELE CITY, TOOELE COUNTY, UTAH

CURVE TABLE

#	RADIUS	ARC LTH	CHD LTH	TANG	CHD BEARING	DELTA
C1	20.50'	15.92'	15.53'	8.39'	S15°33'17"E	44°30'13"
C2	10.50'	16.47'	14.83'	10.47'	N38°14'03"W	89°51'43"



CROSS ACCESS EASEMENT
 3516 S.F.
 0.081 ACRES

PARCEL INFO:
 NO. 02-127-0-0006
 (KOVEN TRUST
 PROPERTY)

MAIN STREET (U-36)

NO. 02-127-0-0056

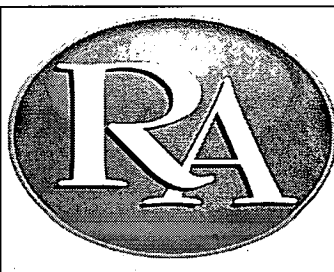
PARCEL INFO:
 NO. 02-127-0-0010
 (JOHNSON TRUST
 PROPERTY)

1000 NORTH STREET

FOUND TOOELE COUNTY BRASS CAP
 MONUMENT. SOUTHEAST CORNER OF
 SECTION 16, TOWNSHIP 3 SOUTH,
 RANGE 4 WEST, SALT LAKE BASE
 AND MERIDIAN, U.S. SURVEY.



1"=50'



**Reeve
 & Associates, Inc.**

920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
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 LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
 TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS