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Book - 9641 Pg - 9110-9118  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 9 P.

When Recorded, Mail To:  
Richard L. Barnes  
c/o Arrowhead Dental, Inc.  
11170 South State Street  
Sandy, Utah 84070

With A Copy To:  
Micam, LLC  
Attn: Chad Liljenquist  
6995 Union Park Center, Suite 440  
Midvale, Utah 84047

Tax Parcel ID. Number: 27-242-27-004  
27-242-27-002

(Space above for Recorder's use only)

**ACCESS EASEMENT**

THIS ACCESS EASEMENT (this "Agreement") is entered into this *13<sup>th</sup>* day of *November*, 2007, by and between MICAM, LLC, a Utah limited liability company ("Grantor"), and RICHARD L. BARNES, an individual ("Grantee").

**RECITALS**

A. Grantor owns certain real property (the "Grantor's Property") located in the City of Sandy, County of Salt Lake, State of Utah. The Grantor's Property is more particularly described in the legal description on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property (the "Grantee's Property") located adjacent to the Grantor's Property, in the County of Salt Lake, State of Utah. The Grantee's Property is more particularly described in the legal description on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of the Grantor's Property (the "Easement Area") for the benefit of the Grantee's Property, and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described in the legal description on Exhibit C, and depicted in the area labeled "Proposed Easement for Drainage Purposes" on the drawing on Exhibit D, both attached hereto and incorporated by this reference.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee a perpetual, non-exclusive access easement on, over, and across the Easement Area for the benefit of the

Grantee's Property, and for the sole purpose of designing, installing, constructing, maintaining, operating, cleaning, inspecting, altering, removing, and replacing: (i) an access drive and associated fill and asphalt for vehicle and pedestrian ingress and egress to and from the Grantee's Property from Auto Mall Drive; and (ii) curbing, landscaping, sidewalk, and other associated facilities and improvements, that must be constructed in connection with the access drive (collectively, the "Improvements"). The Improvements must be designed, installed, and constructed by Grantee at Grantee's sole cost, and in a manner and design consistent with the surrounding development design and construction. The design, construction, preparation, and maintenance of the Improvements conducted by Grantee, shall comply with all governmental laws, ordinances, and regulations, and permits governing such Improvements. Additionally, if site plans are provided by Grantor to Grantee, Grantee must install the Improvements in accordance with the site plans. Notwithstanding the foregoing, the site plans provided by Grantor to Grantee for the construction of the Improvements, must be consistent with the surrounding development design and construction.

2. **Access.** Grantee and its customers, invitees, guests, agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee will enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right: (a) for pedestrian and vehicular ingress to and egress on and over the Easement Area; (b) for the construction, placement, and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, irrigation pipes and related appurtenances, fences, asphalt roadways and parking lots, utilities of any type or nature, and driveways and other similar improvements; and (c) to relocate, or require the relocation of the Improvements at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights, is reasonably acceptable to Grantee, and such relocation terminates the use of the easement in its prior location.

4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

5. **Maintenance and Restoration.** Grantee, at its sole cost and expense, will maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee will promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and will restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents.

6. **Compliance with Laws.** In connection with Grantee's rights and obligation's contained in this Agreement, Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. **Indemnification.** Grantee and its successors and assigns hereby agree to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("Affiliates"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (a) the acts and omissions of Grantee and Grantee's Agents with respect to the Easement Area and/or the Improvements; (b) the use of the Grantor's Property and/or the Improvements by Grantee and Grantee's Agents with respect to the Easement Area and/or the Improvements; (c) any work performed on the Grantor's Property by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors with respect to the Easement Area and/or the Improvements; and (d) the placement of any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee with respect to the Easement Area and/or the Improvements. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

8. **Notices.** Any notice required or desired to be given under this Agreement will be considered given: (a) when delivered in person to the recipient named below, (b) when delivered by a reputable overnight delivery service, or (c) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the addresses listed on the first page of this Agreement. Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. **Termination.** This Agreement and all easement rights set forth herein will be automatically terminated once: (a) Grantee notifies Grantor in writing that Grantee will no longer use the easement granted herein; (b) the Improvements are not installed or abandoned for a period of thirty-six (36) consecutive months; (c) Grantee is provided an alternative easement for the Improvements in accordance with Section 3(c) above; or (d) Grantee materially defaults on its obligations contained herein and does not cure such default within 90 days after written notice thereof by Grantor to Grantee. Upon the occurrence of an event set forth in the preceding sentence (an "Event of Termination"), Grantor may unilaterally record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor's Property (except any alternative easement as provided in clause (c) hereof, and Grantee grants unto Grantor an irrevocable power

of attorney, said power being coupled with an interest, for the purpose of recording a termination of easement instrument, so long as an Event of Termination has occurred.

10. **Amendment.** In the event Sandy City requires Grantee to access Grantee's Property from Auto Mall Drive in a location different from the Easement Area, the parties agree to record an amendment to this Agreement modifying the location of the Easement Area to the location required by Sand City.

11. **Miscellaneous.** Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

*[signatures and notaries are on the following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

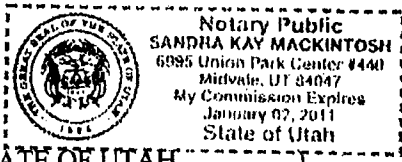
GRANTOR: MICAM, LLC,  
a Utah limited liability company

By: Michael D. Liljenquist  
Name (Print): MICHAEL D. LILJENQUIST  
Its: Manager

GRANTEE: Richard L. Barnes  
RICHARD L. BARNES, an individual

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

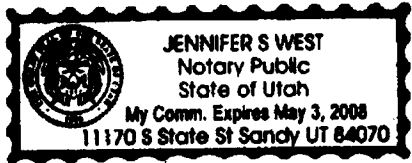
On this 13<sup>th</sup> day of November, 2007, personally appeared before me Michael D. Liljenquist, known or satisfactorily proved to me to be the Manager of MICAM, LLC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as \_\_\_\_\_ for said company.



Sandra Kay Mackintosh  
Notary Public for Utah

STATE OF UTAH )  
: SS.  
COUNTY OF Salt Lake )

On this 26<sup>th</sup> day of September, 2007, before me a Notary Public, personally appeared RICHARD L. BARNES, an individual, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.



Jennifer S. West  
Notary Public for Utah

**EXHIBIT A**

**(Legal Description of the Grantor's Property)**

The real property situated in the County of Salt Lake, State of Utah, specifically described as:

THE REAL PROPERTY SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, IN THE CITY OF SANDY, BEING PART OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF STATE STREET, SAID POINT BEING S00°03'20"W GRID (NAD 83 (1994) UTAH CENTRAL ZONE) 700.10 FEET AND S89°21'38"E 53.18 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 24; THENCE S02°35'41"W ALONG SAID WEST LINE 350.55 FEET TO THE NORTH LINE OF A PARCEL OF LAND CONVEYED IN A QUIT CLAIM DEED RECORDED AS ENTRY NUMBER: 7291808 IN BOOK: 8259, PAGE: 2506, OFFICIAL RECORDS; THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES: 1) N89°56'29"W 396.5 FEET; AND 2) S02°35'41"W 268.17 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 286.00 FEET; THENCE NORTHERLY 101.38 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°18'37"; THENCE N02°36'20"E 204.31 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 374.00 FEET; THENCE NORTHERLY 173.26 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°32'33"; THENCE N40°09'08"E 22.94 FEET; THENCE N04°15'19"E 132.77 FEET; THENCE S89°21'38"E 455.34 FEET, TO THE POINT OF BEGINNING.

CONTAINS 3.61 ACRES, MORE OR LESS

**EXHIBIT B**

**(Legal Description of the Grantee's Property)**

The real property situated in the County of Salt Lake, State of Utah, specifically described as:

THE REAL PROPERTY SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, IN THE CITY OF SANDY, BEING PART OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF STATE STREET, SAID POINT BEING S00°03'20"W GRID (NAD 83 (1994) UTAH CENTRAL ZONE) 1050.84 FEET AND S89°56'29"E 41.15 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 24; SAID POINT ALSO BEING ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED IN A QUIT CLAIM DEED RECORDED AS ENTRY NUMBER: 7291808 IN BOOK: 8259, PAGE: 2506, OFFICIAL RECORDS THENCE ALONG THE EAST AND SOUTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) S02°35'41"W ALONG SAID WEST LINE OF STATE STREET, 280.00 FEET; 2) N89°56'29"W 395.41 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST WITH A RADIUS OF 286.00 FEET AND A RADIAL BEARING OF S69°47'27"W; THENCE NORTHERLY ALONG SAID CURVE 12.50 FEET, THROUGH A CENTRAL ANGLE OF 02°30'16"; THENCE ALONG THE WEST AND NORTH LINES OF SAID PARCEL OF LAND THE FOLLOWING TWO (2) COURSES: 1) N02°35'41"E 268.17 FEET; AND 2) S89°56'29"E 400.00 FEET; TO THE POINT OF BEGINNING.

CONTAINS 2.57 ACRES, MORE OR LESS

**EXHIBIT C**

**(Legal Description of the Easement Area)**

The real property situated in the County of Salt Lake, State of Utah, specifically described as:

THE REAL PROPERTY SITUATED IN THE COUNTY OF SALT LAKE,  
STATE OF UTAH,  
A 36 FOOT WIDE EASEMENT, FOR STORM DRAIN PURPOSES, IN THE  
CITY OF SANDY, BEING PART OF SECTION 24, TOWNSHIP 3 SOUTH,  
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF A PARCEL OF LAND  
DESCRIBED IN QUIT CLAIM DEED RECORDED AS ENTRY NO. 7291808,  
IN BOOK 8259, PAGE 2506, OF OFFICIAL RECORDS, SAID POINT BEING  
N89°41'18"W ALONG SECTION LINE 366.49 FEET AND S00°00'00"W  
1198.42 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24;  
THENCE S02°35'41"W ALONG SAID WEST LINE 36.00 FEET; THENCE  
N89°39'05"W 3.49 FEET; TO THE BEGINNING OF A TANGENT CURVE  
CONCAVE TO THE SOUTH, WITH A RADIUS OF 25.00 FEET; THENCE  
WESTERLY 14.60 FEET ALONG SAID CURVE, THROUGH A CENTRAL  
ANGLE OF 33°23'28", TO THE BEGINNING OF A NON-TANGENT CURVE  
CONCAVE TO THE EAST WITH A RADIUS OF 286.00 FEET AND A  
RADIAL BEARING OF S89°06'59"W; THENCE NORTHERLY ALONG SAID  
CURVE 17.42 FEET, THROUGH A CENTRAL ANGLE OF 03°29'21";  
THENCE N02°36'20"E 25.46 FEET, TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF  
25.00 FEET AND A RADIAL BEARING OF S29°26'32"W; THENCE  
EASTERLY ALONG SAID CURVE 11.82 FEET, THROUGH A CENTRAL  
ANGLE OF 27°05'37"; THENCE S87°39'05"E 6.36 FEET, TO THE POINT OF  
BEGINNING.

CONTAINS 667 SQUARE FEET, MORE OR LESS



**EXHIBIT D**

**(Depiction of the Easement Area)**

