

WHEN RECORDED, PLEASE RETURN TO:

Cardon Dow & Weekes, PLLC
90 West 200 South Ste. 4
Heber City, Utah 84032

Ent 342418 Bk 978 Pg 412-421
Date: 26-NOV-2008 12:22PM
Fee: \$30.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DK FIELD ENTERPRISES LLC

**SHARED PARKING AND ACCESS EASEMENT AGREEMENT
AMONG LOTS 1, 2 AND 3 OF FIELD SUBDIVISION HEBER CITY**

THIS AGREEMENT ("Agreement") is made this 10 day of October 2008, by and between the lot owners of Lots 1, 2 and 3 of the Field Subdivision, Located in Lot 4, Block 42, Heber City, Utah, also being in the North East Quarter of Section 6, T4S, R5E, Salt Lake Base Meridian, as shown on a subdivision plat drawn by Park Engineering, LLC and recorded in Wasatch County at Book: 978 and Page: 402 - 411 and attached as "Exhibit A" to this Agreement.

RECITALS

WHEREAS, at the time of recording of this Agreement, DK FIELD ENTERPRISES, LLC, is a Utah limited liability company, (together with its successors and assigns shall be referred herein as, "Field #1"); Kathleen Field, a married woman, (together with her successors and assigns, shall be referred herein as "Kathleen"); and David Field, a married man, (together with his successors and assigns, shall be referred herein as, "David"). Field #1, Kathleen and David are together hereinafter referred to collectively as the "Parties."

WHEREAS, Field #1 is the fee simple owner of a parcel of land in Wasatch County, Utah containing approximately .30 acres ("Lot #1) as shown on the attached Exhibit A;

WHEREAS, Field #1 operates or may operate a business on Lot #1;

WHEREAS, Kathleen is the fee simple owner of a parcel of land located in Wasatch;

County, Utah, containing approximately .27 acres, ("Lot #2) as shown on the attached Exhibit A;

WHEREAS, Kathleen operates or may operate a business on Lot #2;

WHEREAS, David is the fee simple owner of a parcel of land in Wasatch County, Utah containing approximately .12 acres ("Lot #3) as shown on the attached Exhibit A;

WHEREAS, David operates or may operate a business on Lot #3;

WHEREAS, the Parties hereby grant and convey to each other certain reciprocal vehicular and pedestrian access easements and vehicular parking rights, in order to provide inter-parcel access and parking between Lots #1, #2 and #3 (collectively herein the "Development").

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Agreement by the Parties, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. Recitals. The recitals to this Agreement are an integral part of the agreement and understanding of the Parties, and are incorporated by reference in this Agreement.

2. Grant of Permanent Vehicular and Pedestrian Access and Parking Easements.

(a) Field #1 hereby grants and conveys to Kathleen and David, for the benefit of Lot #2 and Lot #3, and Kathleen hereby grants and conveys to Field #1 and David for the benefit of Lot #1 and Lot #3, and David hereby grants and conveys to Field #1 and Kathleen, for the benefit of Lot #1 and Lot #2, a non-exclusive perpetual vehicular and pedestrian access easements over, across, and upon a portion of the Development as more particularly described on "Exhibit B" (Exhibit B is the 1st Page of a Park Engineering site plan for the Development which is attached hereto and incorporated herein by this reference) ("Access and Parking Easement" is shown as the dark area on Exhibit B). The Access and Parking Easement shall provide unimpeded pedestrian and vehicular access within the Development. The Access and Parking Easement shall be comprised of pedestrian walks and a drive aisle, including curbing, among the lots within the Development. No improvements, barriers, fences, grade changes or other obstructions shall be erected by Parties or any person or entity under the control of the Parties, in any time so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic in the Access and Parking Easement.

(b) Upon completion of construction of the improvements within the Access and Parking Easement the Parties shall maintain the improvements in that portion of the Access and Parking Easement located on their lot, in accordance with the following standards:

- (i) paved surfaces shall be maintained in a reasonably level, smooth and evenly-covered condition with the type of good quality surface material, sufficient to withstand the traffic of the Parties' suppliers, employees, customers and invitees;
- (ii) all papers, debris, snow, ice, litter and refuse shall be removed and the Parties' areas shall be periodically swept to maintain the area in a commercially reasonable neat, clean and orderly condition;
- (iii) all striping shall be maintained in good repair (and replaced as necessary);

- (iv) ensure that all maintenance and repair work is performed and completed in a good and workmanlike manner, complying with applicable laws;
- (v) minimize any disruption to the use of the adjacent owner's lot;
- (vii) use commercially reasonable steps to prevent any mechanics', materialmen's or laborers' liens ("Labor Lien") from being asserted against the area within the Access and Parking Easement and in the event of a Labor Lien the lot owner of the lot upon which the work was performed shall defend and hold harmless the adjacent lot owners; and
- (viii) protect the other lot owners and their adjacent lots from injury or damage.

2. Insurance/Indemnification.

(a) Upon completion of construction of the Access and Parking Easement, the Parties shall secure and maintain, or shall cause each person or entity performing any work in the Development to secure and maintain, at its cost or such other person's or entity's sole cost and expense, the following policies of insurance:

- (i) commercial general liability and property damage insurance, with limits of \$1,000,000 for bodily injury to, or death of, any one person; \$1,000,000 for bodily injury to, or death of, more than one person on an occurrence basis; property damage insurance with limits of \$500,000 for each accident; and \$1,000,000 policy limit for aggregate operations on an occurrence basis;
- (ii) comprehensive automobile liability insurance with limits of \$1,000,000 for injury to, or death of, any one person; \$1,000,000 for bodily injury to, or death of, more than one person; and (iii) worker's compensation and employer's liability insurance in accordance with the provisions Utah law. Such insurance shall name the other lot owners as an additional insured, except with respect to the worker's compensation requirements of (iii) above.

(b) The Parties shall provide certificates of insurance evidencing the above insurance upon request. Except in the case of negligence or intentional misconduct on the part of a Party, its employees or agents, the other Party shall indemnify and hold harmless each Party and any and all of their affiliated entities, and the members, managers, employees, officers, shareholders, agents, partners, successors and assigns of each of them, from and against any and all claims or suits for damages, liability, loss, expenses, causes of action and judgments (including, but not limited to, reasonable attorneys' fees and legal expenses in connection with defending against any such action, suit or claim) arising from injury to or death of any person or loss of or damage to property arising out of the use by it or its agents, contractors or subcontractor or exercise of the easement rights under this Agreement.

(c) However, the Parties shall not be responsible for any expenses arising from damage to the area of Access and Parking Easement caused by the negligence or willful misconduct of the other lot owners, its agents, employees, servants, contractors, subcontractors, tenants, subtenants, lenders, or other parties and the Party responsible for such damage shall repair the damage to the Access and Parking Easement.

3. Use of Easements. The Access and Parking Easement and all rights, privileges, restrictions, benefits, and obligations pertaining thereto shall run with lots within the Development and may not be blocked, modified, reduced and/or relocated without the consent of the respective Party(ies). The easements, rights, and privileges set forth herein shall be for the

benefit of Parties, their heirs, representatives, invitees, agents, employees, successors, and assigns. Each lot owner shall, at its expense, maintain all improvements located on its lot in good repair and condition and in conformity with all governmental regulations and not erect barriers in or otherwise impede pedestrian or vehicular traffic in, on or from the Access Easement Area.

4. Covenants Running with the Land. The vehicular, pedestrian and parking easements herein granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, successors and assigns.

5. No Merger. The easements, covenants, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that the lots may be owned by the same person from time to time, and such easements, covenants, restrictions and other provisions will not be terminated by the doctrine of merger or otherwise, unless this Agreement is terminated in accordance with its terms.

6. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified or overnight mail to the addresses provided below (provided that any party may change such address by written notice to the other party) or to the registered address of Parties' successors.

7. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Utah.

8. Execution and Exhibits. To facilitate the execution, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which counterparts taken as a whole will constitute one and the same agreement of the Parties. The Parties agree that the signature pages of each Party may be detached from separate individually executed counterparts of this Agreement and combined to form one or more fully executed original counterparts.

9. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Attorney Fees. If any action is brought because of a default under or to enforce or interpret this Agreement, in addition to the relief to which such a lot owner is entitled, the lot owner prevailing in such action shall be awarded and the non-prevailing lot owner shall pay reasonable attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Agreement, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

11. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective Parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.
12. Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.
13. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended recipient. The date notice is deemed to have been given shall be the date of actual delivery to the Party concerned.
14. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective Parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.
14. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the lots to the general public or for the use by or benefit of the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purpose expressed herein.
15. No Partnership. The Parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
16. Cooperation. The Parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Vehicular Access and Cross-Parking Easement.
17. Multiple Counterparts. The Parties may execute this Agreement in a number of identical counterparts. If so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

[execution pages follow, remainder of page intentionally blank]

IN WITNESS WHEREOF, the owner of Lot #1 has executed this Agreement as of the day and year first above written.

DK FIELD ENTERPRISES, LLC
A Utah limited liability company

By: David Field

David Field

Its: MEMBER

Member

340 South Main

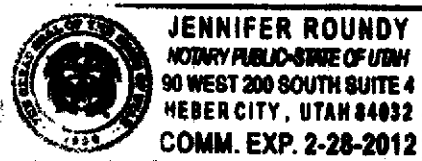
Heber City, Utah 84032

STATE OF UTAH)
) ss.
WASATCH COUNTY)

The foregoing Agreement was acknowledged before me this 10th day of October, 2008, by David Field, the Member of DK Field Enterprises, LLC, a Utah limited liability company, for and on behalf of said limited liability company.

Jennifer Roundy
Notary Public, Heber City, UT

My commission expires:

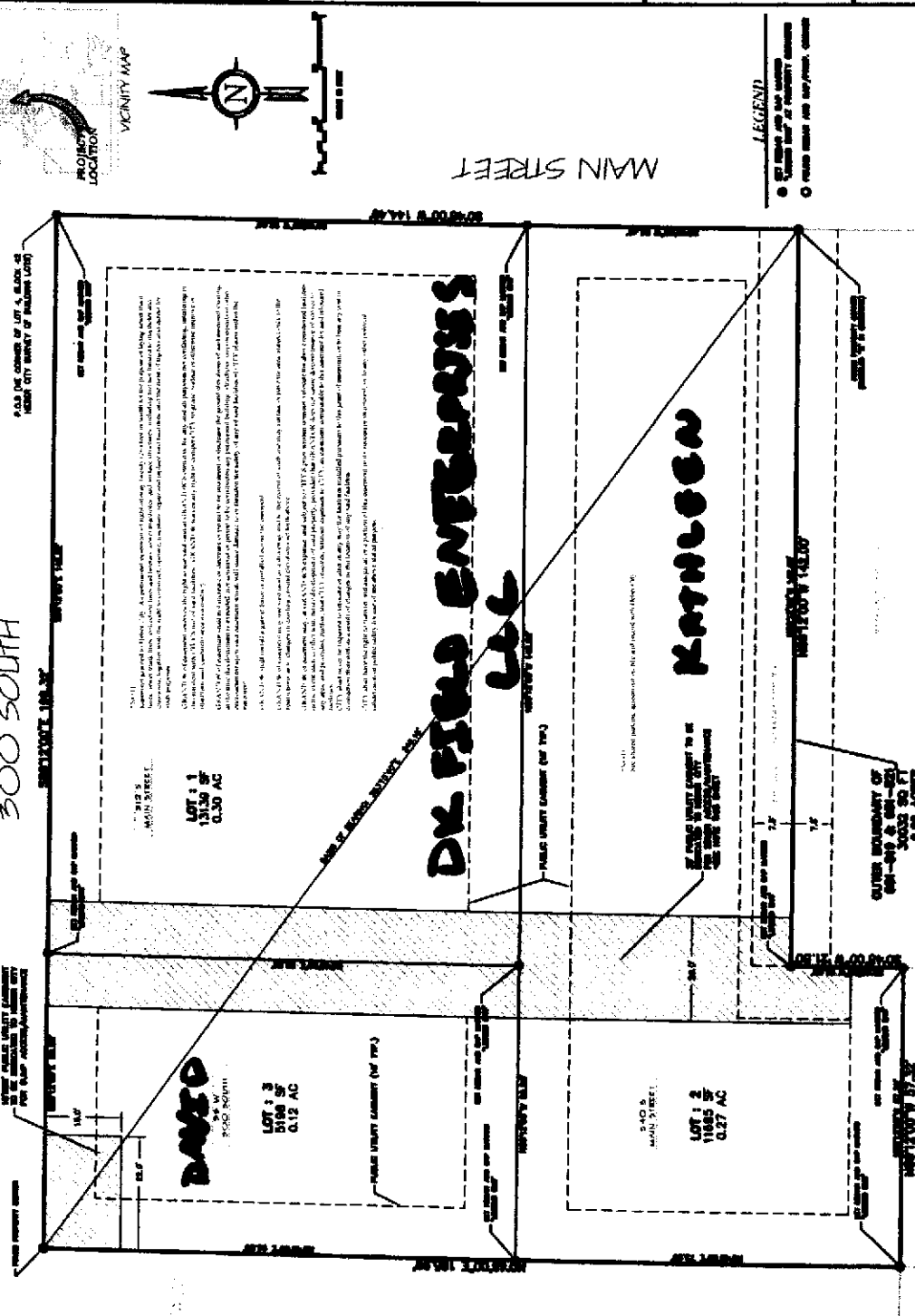


"EXHIBIT A"

FIELD SUBDIVISION

LOCATED IN LOT 4, BLOCK 42, HERBERT SURVEY OF BUILDING LOT 3
ALSO BEING IN THE NE QUARTER OF SECTION 6, T4N, R5E, S18W

300 SOUTH



SURVEYORS CERTIFICATE
I, David K. Field, a duly qualified and licensed Professional Land Surveyor, State of Utah, have surveyed and laid out the above described subdivision of land in accordance with the provisions of the Utah Subdivision Map Act, Chapter 67, Utah Code, and the provisions of the Utah Surveyors Act, Chapter 48, Utah Code. I have verified all measurements and have placed monuments as represented on this plat.

TERMS/DEEDS/FEES
A parcel of land situated in Lot 4, Block 42, Herbert City Survey of Building Lots beginning at the northeast corner of Lot 4, Block 42, Herbert City Survey of Building Lots and extending south 125.00 feet, east 125.00 feet, north 142.00 feet, (thence South 89° 48'00" West 21.50 feet, thence North 89° 12'00" West 57.52 feet, thence North 89° 48'00" East 105.99 feet, thence North 89° 12'00" East 199.32 feet more or less to the point of beginning.

BOUNDARY DEED RECORD
Contains an index of 1189 maps and instruments.

SURVEYORS CERTIFICATE
The purpose of this survey was to create a 3.04 subdivision from the property owned by David K. Field.

OWNER'S DECLARATION
We, the undersigned owners of all the land property depicted on this plat and described in the Surveyor's Certificate on this plat, have caused the land described on this plat to be divided into lots, open spaces, easements and other parts, to be as depicted on this plat, and now do hereby, authorize and give the provisions of Utah Code, without condition, restriction or reservation, to the City of Salt Lake City, Utah, for the use and enjoyment of the public, and to the City and the subdivision trustee.

Name: **ALAN SWELL FIRMENST**
Date: _____
State of Utah, County of Wasatch }
On this _____ day of _____, 2007 personally appeared before me, the undersigned notary public, the signer of the above Declaration, who duly acknowledged to me that he signed it freely and voluntarily, and for the uses and purposes therein mentioned.

Name: _____
Date: _____
My commission expires: _____

APPROVED BY ALLEGRA MILE BRUN
The City Council of Salt Lake City, Wasatch County, Utah, approves this subdivision subject to the conditions and restrictions stated herein, and hereby accepts the dedication of all streets, easements, and other parts of land intended for public purposes for the perpetual use of the public.

City Clerk: _____
Approved this _____ day of _____, 2007

City Clerk: _____
Planning Commission: _____

FIELD SUBDIVISION
Lot 4, Block 42, Herbert City Survey of Building Lots

David K. Field
102 Lodgepole Lane
Salt Lake City, UT 84142

CITY ENGINEER APPROVAL
WASATCH COUNTY SURVEYOR APPROVAL
PLANNING COMMISSION APPROVAL

APPROVED: _____
DATE: _____

APPROVED: _____
DATE: _____

APPROVED: _____
DATE: _____

APPROVED: _____
DATE: _____

APPROVED: _____
DATE: _____

APPROVED: _____
DATE: _____

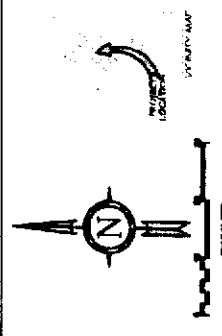
342418 BK978 P 421

1240-4260-W-01424-E

DAVID FIELD - 312 S MAIN / 340 S MAIN
SITE PLAN - STORM DRAIN / GRADING
HEBER CITY, UTAH

1/2

NO.	DATE	REVISIONS



THE CITY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR STORM DRAINAGE AND GRADING. THIS PLAN IS SUBJECT TO THE CITY ENGINEER'S FINAL REVIEW AND APPROVAL.

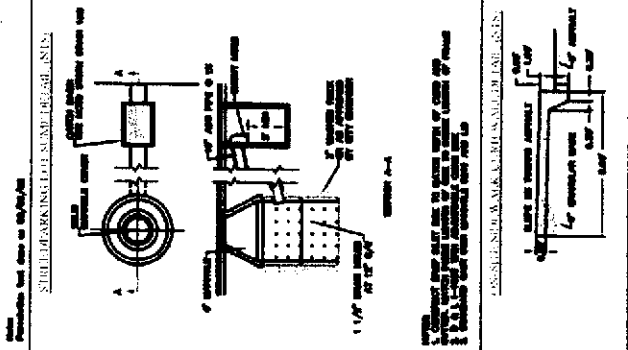
THE CITY ENGINEER'S OFFICE IS LOCATED AT 100 SOUTH 100 WEST, HEBER CITY, UTAH.

STORM DRAINAGE AND GRADING PLAN

1. THE STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CARRY THE RAINFALL RUNOFF FROM THE ENTIRE PROJECT AREA TO THE EXISTING STORM DRAINAGE SYSTEM.

2. THE STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CARRY THE RAINFALL RUNOFF FROM THE ENTIRE PROJECT AREA TO THE EXISTING STORM DRAINAGE SYSTEM.

3. THE STORM DRAINAGE SYSTEM SHALL BE DESIGNED TO CARRY THE RAINFALL RUNOFF FROM THE ENTIRE PROJECT AREA TO THE EXISTING STORM DRAINAGE SYSTEM.



STREET

300 SOUTH

MAIN STREET

