

When Recorded Return To:

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 RECORDER, SALT LAKE COUNTY, UTAH
 RAY QUINNEY & NEBEKER
 PO BOX 45385
 SLC UT 84145-0385
 BY: ZJM, DEPUTY - WI 7 P.

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (the "Agreement"), is entered into this 4th day of March, 2005, by and between **GARFF ENTERPRISES, INC. dba Ken Garff Honda** ("GEI"), and **CNM UTAH, INC.** ("CNM"). GEI and CNM shall sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties."

A. GEI is the fee simple owner of certain real property on which a right-of-way and easement is located. The right-of-way and easement property (the "Easement Property") is more particularly described on the attached Exhibit A, which is incorporated herein by this reference.

B. CNM owns property located south of the Easement Property, which property benefits from the Easement Property.

C. GEI desires to construct new improvements over a portion of the Easement Property. The area to be affected by this new construction is identified as the dark cross-hatched/shaded area on the attached site plan which is attached hereto as Exhibit B, and which is incorporated herein by this reference.

D. Such new improvements will be constructed over the existing sewer line, which sewer line will be left in place under the new improvements but encased with a 12' PVC pipe as required by Salt Lake City to ensure accessibility in the event of a problem in the future.

E. CNM no longer uses the Easement Property for access, but continues to use the sewer line located underground in the Easement Property.

F. CNM desires to give its consent and approval to GEI's construction of new improvements over the Easement Property as depicted on Exhibit B and upon the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **CONSENT TO CONSTRUCTION OF NEW IMPROVEMENTS.** CNM hereby consents to and approves GEI's construction of new improvements, at GEI's cost, over the Easement Property as depicted on Exhibit B, subject to GEI obtaining appropriate Salt Lake City approval of, and meeting all of Salt Lake City's requirements with respect to, such new improvements including, without limitation, any requirements relating to encasing the underlying sewer line, providing appropriate manholes, etc. GEI, at its own cost as owner of the Easement Property, shall be solely responsible, both now and at all times in the future, for any damage to the Easement Property, the

sewer line and CNM's property arising as a consequence of, or in any way associated with, GEI's actions hereunder, and to properly and promptly maintain, repair and replace the sewer line as necessary. Neither CNM nor any of its successors shall have any responsibility or liability for such damage, maintenance, repair or replacement except in the event of their intentional misconduct or gross negligence.

CNM acknowledges that GEI's construction and maintenance of the new improvements and GEI's continuing maintenance of the existing sewer line described herein will eliminate CNM's need for any right-of-way access over and across the Easement Property and that, in the future, the Easement Property will benefit CNM's property only with respect to the sewer line and the maintenance, repair and replacement thereof. GEI will hold CNM harmless and indemnify CNM from and against any liability or damages related to or arising out of GEI's current and future construction, maintenance, repair or replacement activities with respect to the sewer line and other improvements, except in the event of intentional misconduct or gross negligence by CNM or its successors.

In the event GEI fails to perform its maintenance, repair and replacement obligations hereunder, CNM will notify GEI in writing of such failure and GEI shall have 10 days to either cure such failure or, if such cure cannot be reasonably completed within such 10-day period, to begin in good faith to cure such failure, in which event GEI shall then diligently continue to prosecute its efforts to completion. If GEI fails to timely cure its failure to perform its maintenance, repair and replacement obligations after written notice from CNM, CNM may, in its sole discretion, take such actions itself as are reasonably necessary to perform the required maintenance, repair and replacement obligations including, if necessary, entering onto GEI's property to effectuate such performance. Any such entry onto GEI's property shall not unreasonably interfere with the business conducted on such property. GEI shall reimburse CNM for all out-of-pocket expenses associated with such actions within 10 days following GEI's receipt of an invoice and supporting documentation relating to such expenses.

2. **AMENDMENT.** The Parties agree that this Agreement may be modified or amended, in whole or in part, only by the written consent of all Parties or their successors, evidenced by a document that has been fully executed and acknowledged and recorded in the official records of the Salt Lake County Recorder in the State of Utah.

3. **NO WAIVER.** No waiver, by any Party, of any default by any other Party shall be implied from any omission by the non-defaulting Party to take any action with respect to such default.

4. **BINDING NATURE.** It is intended that this Agreement shall bind each Party and every successor thereto whether such successor has a fee, leasehold or other interest in the affected property.

5. **ENTIRE AGREEMENT.** This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

6. **GOVERNING LAW.** The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

EXHIBIT A

(Legal Description of Easement Property)

Beginning at a point 305 feet West of a point 33 feet West of the Northeast Corner of Lot 12, Block 22, Five Acre Plat "A", Big Field Survey; thence running South 404.4 feet; thence West 50 feet; thence North 404.4 feet; thence East 50 feet to the point of beginning.

Part of Tax Parcel No. 16-07-153-004

EXHIBIT B

(Site Plan)

See Attached Document

SITE PLAN GENERAL NOTES:

- SEE CITY STREETS FOR TYPICAL CURB, SIDEWALK, AND DRIVEWAY REQUIREMENTS.
- SPKS ARE TO BE INSTALLED BY LICENSED SON CONSTRUCTION UNDER SUPERVISOR PRINT.
- CONTRACT SHALL INCLUDE ENGINEERING (CALCULATIONS) AND NECESSARY PERMITS AND INSURANCE REQUIREMENTS OF BOTH THE CONTRACTOR AND THE OWNER.
- SEE CITY FOR CURRENT INFORMATION.
- ALL ACCESSIBLE PARKING SPACES AND ACCESS ARE TO BE PROVIDED IN ACCORDANCE WITH THE ADA AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
- EXISTING TREES TO REMAIN SHOWN SHAVED.

SITE PLAN KEY NOTES:

- CONSTRUCTION LIMIT LINE.
- SERVICE DRIVE.
- EXISTING PROPERTY LINE TO BE AVOIDED.
- EXISTING OR FUTURE SIDEWALK.
- CURB/RAILWAY/PAVEMENT FINISH.
- EXISTING DRIVE LINE.

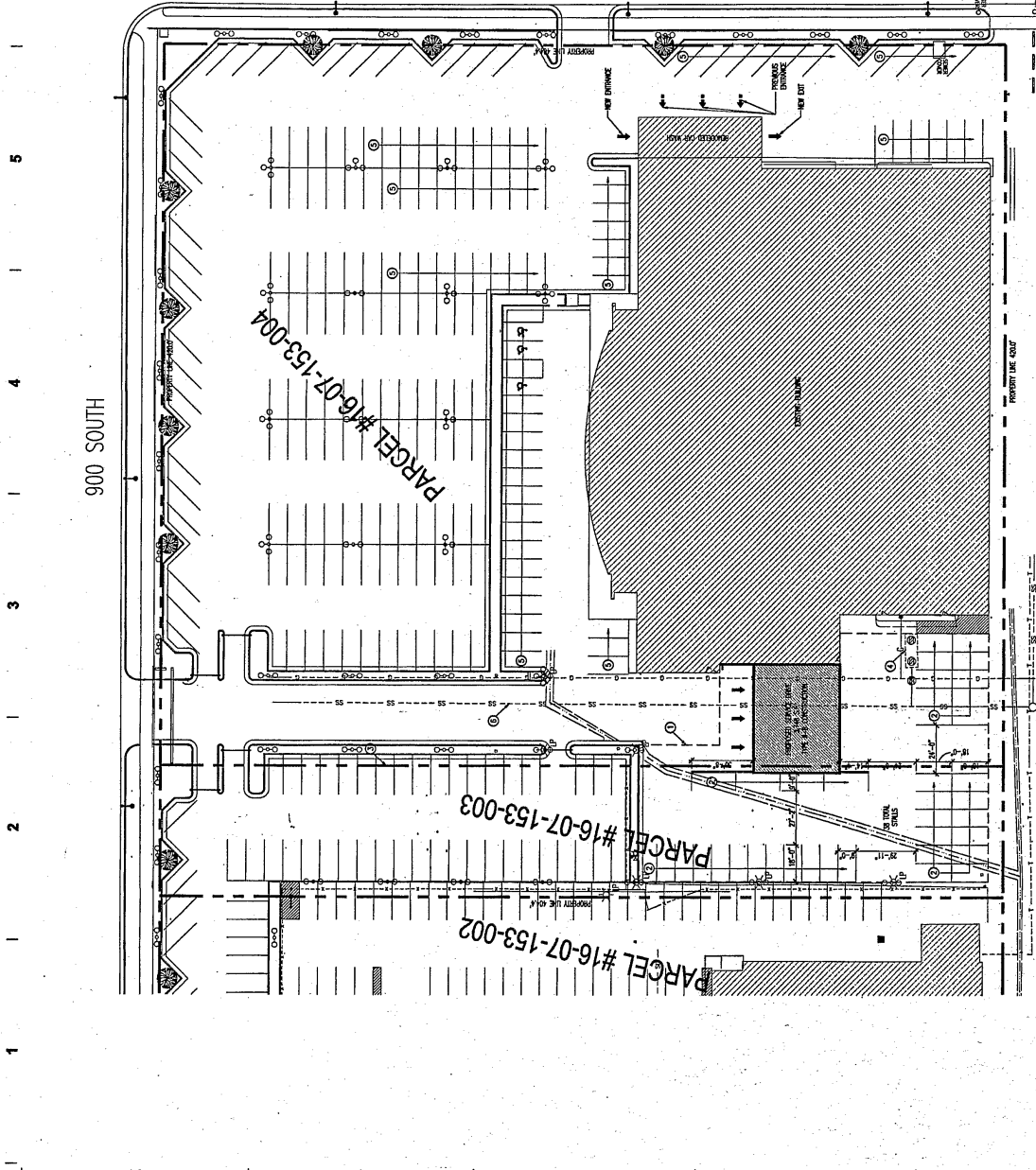
ZONING & PARKING REQUIREMENTS

REQUIREMENT	REQUIREMENT	REQUIREMENT	TOTAL
MINIMUM LOT AREA	10,000 SQ FT		
MINIMUM FRONT YARD SETBACK	10 FT		
MINIMUM SIDE YARD SETBACK	5 FT		
MINIMUM REAR YARD SETBACK	5 FT		
MINIMUM FRONT SETBACK FROM ADJACENT PROPERTY	5 FT		
MINIMUM SIDE SETBACK FROM ADJACENT PROPERTY	5 FT		
MINIMUM REAR SETBACK FROM ADJACENT PROPERTY	5 FT		
MINIMUM FRONT SETBACK FROM STREET	10 FT		
MINIMUM SIDE SETBACK FROM STREET	5 FT		
MINIMUM REAR SETBACK FROM STREET	5 FT		
MINIMUM FRONT SETBACK FROM DRIVE	5 FT		
MINIMUM SIDE SETBACK FROM DRIVE	5 FT		
MINIMUM REAR SETBACK FROM DRIVE	5 FT		
MINIMUM FRONT SETBACK FROM ALLEY	5 FT		
MINIMUM SIDE SETBACK FROM ALLEY	5 FT		
MINIMUM REAR SETBACK FROM ALLEY	5 FT		
MINIMUM FRONT SETBACK FROM RAILROAD	10 FT		
MINIMUM SIDE SETBACK FROM RAILROAD	5 FT		
MINIMUM REAR SETBACK FROM RAILROAD	5 FT		
MINIMUM FRONT SETBACK FROM WATERWAY	10 FT		
MINIMUM SIDE SETBACK FROM WATERWAY	5 FT		
MINIMUM REAR SETBACK FROM WATERWAY	5 FT		
MINIMUM FRONT SETBACK FROM AIRPORT	10 FT		
MINIMUM SIDE SETBACK FROM AIRPORT	5 FT		
MINIMUM REAR SETBACK FROM AIRPORT	5 FT		
MINIMUM FRONT SETBACK FROM HIGHWAY	10 FT		
MINIMUM SIDE SETBACK FROM HIGHWAY	5 FT		
MINIMUM REAR SETBACK FROM HIGHWAY	5 FT		
MINIMUM FRONT SETBACK FROM POWERLINE	10 FT		
MINIMUM SIDE SETBACK FROM POWERLINE	5 FT		
MINIMUM REAR SETBACK FROM POWERLINE	5 FT		
MINIMUM FRONT SETBACK FROM TELEPHONE LINE	10 FT		
MINIMUM SIDE SETBACK FROM TELEPHONE LINE	5 FT		
MINIMUM REAR SETBACK FROM TELEPHONE LINE	5 FT		

CONSTRUCTION OF ANY BUILDING, STRUCTURE OR PROJECTS SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY ZONING ORDINANCES AND THE CITY ENGINEER'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ADDITIONAL PROVISIONS IN THE CONTRACT DOCUMENTS TO COMPLY WITH THE CITY ENGINEER'S REQUIREMENTS FOR THE EXISTING USE. ALL EXISTING ZONING REQUIREMENTS FOR THE USE INDICATED SHALL BE MAINTAINED AND NOT CHANGED UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS.

900 SOUTH

STATE STREET



ARCHITECTURAL SITE PLAN
AS 101
SHEET 1 OF 2

ARCHITECTURAL SITE PLAN
AS 101
SHEET 1 OF 2

ARCHITECTURAL SITE PLAN
AS 101
SHEET 1 OF 2

ARCHITECTURAL SITE PLAN
AS 101
SHEET 1 OF 2

CONSTRUCTION DOCUMENTS

ARCHITECTURAL SITE PLAN

AS101

KEN GARFF HONDA

ADDITION/REMODEL

84 EAST 900 SOUTH

SALT LAKE CITY, UT 84111

DATE: 01/15/2025

PROJECT: KEN GARFF HONDA

ARCHITECT: KEN GARFF ARCHITECTS

1000 EAST 1000 SOUTH, SUITE 100

SALT LAKE CITY, UT 84111

PHONE: (801) 466-1111

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