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When Recorded Mail To:
Sacher Family Trust
P.O. Box 2676
Grass Valley, California 95945

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08/12/94 2:22 PM 22.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY:Z JOHANSON ,DEPUTY - WI

ASSIGNMENT AND ASSUMPTION OF EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT dated this ___ day of August, 1994, between CENTENNIAL PARK, LIMITED, a Utah limited partnership (Grantor), whose address is 1505 South Redwood Road, P.O. Box 30076, Salt Lake City, Utah 84130, and FREDERICK ROBERT SACHER AND RUTH FRANCES SACHER, AS CO-TRUSTEES OF THE SACHER FAMILY TRUST DATED AUGUST 2, 1982 (Grantee) whose address is P.O. Box 2676, Grass Valley, California 95945:

RECITALS:

A. By Easement Deed and Agreement dated August 30, 1985 (the "Easement Deed"), American Photo Group Corp. conveyed to Upland Industrial Development Company (Upland") a non-exclusive perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of a roadway over, under and across the lands situate in Salt Lake City, Salt Lake County, Utah, described in Exhibit A attached hereto and made a part hereof. The Easement Deed was recorded September 5, 1985, as Entry No. 4133518 in Book 5688 at Page 570, Salt Lake County Recorder's Office.

B. As stated in the Easement Deed, the easement conveyed thereby was for the benefit of Upland's properties to the north and south of the easement which would utilize the easement for ingress and egress. Grantor has succeeded to the interests of Upland in the property to the north (the "North Parcel"), the property to the south (the "South Parcel"), and in, to, and under the Easement Deed. The South Parcel is described in Exhibit B attached hereto and made a part hereof.

C. The Easement Agreement contains certain covenants and agreements with respect to maintenance of the easement and other matters which are binding upon the successors and assigns of the parties thereto and constitute covenants running with the land.

D. Upland and Grantor's predecessor in interest entered into a certain Assignment and Assumption of Easement dated August 13, 1990 whereby Upland assigned all of its right, title and interest in the Easement Deed to Grantor's predecessor in interest which agreed to assume Upland's obligations thereunder. The Assignment and Assumption of Easement was recorded May 15, 1991, as Entry No. 5066535, in Book

D-152590

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6316, at Page 844, Salt Lake County Recorder's Office. The Assignment and Assumption of Easement does not contain a description of the South Parcel but the omission of that description was not intended to have and did not have the effect of altering or diminishing in any respect the easement granted in the Easement Deed or the application and benefit of the Easement Deed to the South Parcel. The Assignment and Assumption of Easement was intended to have and did have the effect of assigning all of Upland's right, title and interest in, to and under the Easement Deed to Grantor's predecessor in interest.

E. Grantor's predecessor in interest thereafter conveyed its rights under the Easement Deed to Grantor by deed dated May 2, 1994, and recorded May 4, 1994, as Entry No. 5813498, in Book 6933, at Page 1249, Salt Lake County Recorder's Office.

F. Grantor conveyed the North Parcel and assigned corresponding rights under the Easement Deed to Ralph T. Montrone and Peggy M. Montrone on May 2, 1994.

F. Concurrently with the execution and delivery hereof, Grantor has conveyed the South Parcel to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

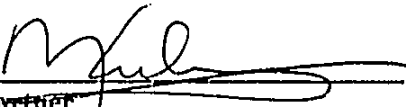
1. Assignment. Grantor hereby assigns, quitclaims, and conveys to Grantee, for the benefit of the South Parcel, Grantor's right, title, and interest, in, to and under the Easement Deed, including, without limitation, a non-exclusive perpetual easement for the construction, operation, maintenance, repair, renewal, reconstruction and use of a roadway over, under, and across the lands described on Exhibit A hereto.

2. Assumption. Grantee accepts the forgoing assignment and agrees to perform all of the obligations of Grantor under the Easement Deed insofar as such obligations pertain to the South Parcel.

3. Binding Effect. The covenants and agreements herein shall be binding upon the parties and their respective successors and assigns.

CENTENNIAL PARK, LIMITED,
a Utah limited partnership

By **Kulmer & Schumacher,**
a Utah partnership,
General Partner

By 
Partner

MAKER:

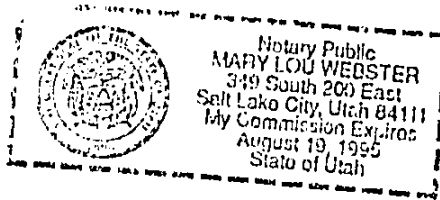
SACHER FAMILY TRUST
Dated August 2, 1982, a trust


Fred R. Sacher, Co-Trustee

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

The foregoing instrument was acknowledged before me this 15th day of August, 1994, by Morris H. Kulmer, general partner of Kulmer & Schumacher.

Mary Lou Webster
NOTARY PUBLIC
Residing at: Alcove



My Commission Expires:
8-19-95

STATE OF CALIFORNIA)
 : ss.
COUNTY OF NEVADA)

The foregoing instrument was acknowledged before me this 11th day of August, 1994, by Fred R. Sacher, Co-Trustee of the Sacher Family Trust Dated August 2, 1982.

Fred R. Sacher
NOTARY PUBLIC
Residing at: GRASS VALLEY



My Commission Expires:
AUG. 6, 1997

EXHIBIT "A"

A parcel of land being a portion of Lot 1, Centennial Industrial Park, Phase III, located in Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, recorded September 23, 1977, as Entry No. 3001204, in the Office of the Recorder of said County, bounded and described as follows:

BEGINNING at a point South 89°56'40" East 62.01 feet and South 89°50'04" East 174.13 feet from the Southwest Corner of said Lot 1, and running thence North 02°15'36" West 26.12 feet to the North line projected of an existing rolled gutter; thence South 89°51'25" East along said North line 555.98 feet; thence North 77°24'26" East along said North line 26.33 feet; thence South 89°51'25" East along said North line 10.05 feet to the East line of said Lot 1, thence South 00°09'56" West along said East line 32.13 feet to the South line of Grantor's property; thence North 89°50'04" West along said South line 590.61 feet to the point of BEGINNING.

EXHIBIT "B"

A parcel of land situated in Section 17, Township 1 South, Range 1 West of the Salt Lake Meridian, Salt Lake County, Utah, bounded and described as follows:

BEGINNING at the intersection of the northerly highway right of way and no-access line of Highway Project F-018 and the easterly highway right of way and no-access line of 4000 West Street, which point is 583.34 feet North $00^{\circ}01'20''$ East and 236.66 feet South $89^{\circ}58'40''$ East from the Southwest Corner of said Section 17; thence northerly 541.68 feet along the arc of a 5879.58 foot radius curve to the left to a northerly boundary line of an entire tract of property (Note: Tangent to said curve at its point of beginning bears North $03^{\circ}48'32''$ West); thence South $89^{\circ}56'40''$ East 12.26 feet; thence South $89^{\circ}50'04''$ East 764.74 feet to a point on the West right of way line of 3850 West Street; thence South $00^{\circ}09'56''$ West along said West right of way line 634.38 feet to a point of a 30.00 foot radius curve to the right; thence southerly along said West right of way line and arc of said curve 18.33 feet to a point of tangency; thence South $35^{\circ}09'56''$ West along said West right of way line 50.35 feet to a point of a 30.00 foot radius curve to the right; thence southwesterly along said West right of way line and arc of said curve 49.87 feet to a point on a 686.20 foot radius curve to the left the radius point of which bears North $40^{\circ}24'42''$ East; thence southeasterly along the arc of said curve 12.33 feet; thence South $39^{\circ}22'54''$ West 59.66 feet to a point on said northerly highway right of way and no-access line of Highway Project F-018; thence North $70^{\circ}23'13''$ West along said northerly right of way and no-access line 644.92 feet to the point of BEGINNING.

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