

7429640

7429640
08/02/1999 11:50 AM 19.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: RDJ, DEPUTY - WI 5 P.

WHEN RECORDED, MAIL TO:

Heber Kimball
8 East 300 S. # 400
SLC UT. 84111

GRANT OF EASEMENT

(Adjacent Property Access)

Mc August THIS GRANT OF EASEMENT ("Grant of Easement") is made and executed this 2 day of ~~July~~ ^{August}, 1999 by KIMWELL CORPORATION, a Utah corporation ("Grantor"), as grantor, in favor of PAUL R. HATCH, of 722 No. Banna, Glendora, California 91741 ("Grantee"), as grantee.

RECITALS:

- A. Grantor is the owner of certain real property (hereinafter referred to as the "Grantor's Property") located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein.
- B. Grantee is the owner of certain real property (hereinafter referred to as the "Benefitted Property") located in Salt Lake County, State of Utah, and more particularly described in Exhibit B attached hereto and by this reference incorporated herein.
- C. Grantor has agreed to grant to Grantee an easement over the Grantor's Property to permit ingress and egress to and from the Benefitted Property on the terms and conditions stated herein.

IN CONSIDERATION of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, Grantor hereby grants and conveys to Grantee for the benefit of the Benefitted Property, a perpetual, nonexclusive easement along and across the Grantor's Property for ingress and egress to and from the Benefitted Property.

The terms and conditions of the easement granted hereby are as follows:

- 1. Perpetual Easements. The easement granted hereunder shall be a benefit running with the Benefitted Property and a burden upon the Grantor's Property, in perpetuity, and shall be for the use and benefit of Grantee and its successors, heirs, and assigns.
- 2. Entire Agreement. This Grant of Easement constitutes the entire agreement relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Grant of Easement and

BOOK 8298 PAGE 8831

LTC 21486

sk

shall be of no further force or effect. This Grant of Easement may not be amended or modified except in writing executed the owners of the Benefitted Property and the Grantor's Property.

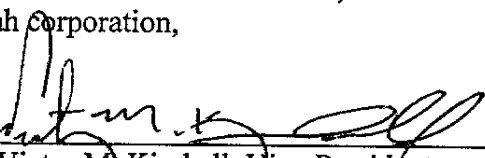
3. Interpretation. This Grant of Easement shall be governed by and construed in accordance with the internal laws of the State of Utah. The section headings contained in this Grant of Easement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Grant of Easement.

4. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

5. Invalidity of Provision. If any provisions of this Grant of Easement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Grant of Easement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Grant of Easement as a whole.

Witness the hand of said Grantor as of the day and year first above written.

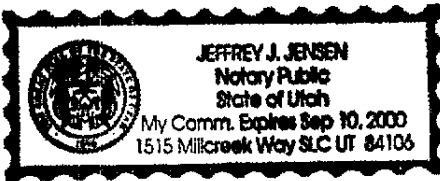
KIMWELL CORPORATION, a
Utah Corporation,

By 
Victor M. Kimball, Vice-President

BOOK 8298 PAGE 8832

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2nd ^{August} day of ~~July~~, 1999, by VICTOR M. KIMBALL, the Vice-President of KIMWELL CORPORATION, a Utah corporation.



Jeffrey J. Jensen

Notary Signature and Seal

BOOK 82298 PAGE 8833

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY

Real property located in Salt Lake County, State of Utah, more particularly described as the West 15 feet of the following described property:

Beginning at a point on the South line of 2100 South Street, said point being East 786.16 feet and South 44.12 feet from the North quarter corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said South line North 89°43' East 230.69 feet; thence South 0°04'26" West 389.405 feet to the North line of a State Highway; thence along said North line North 81°44' West 233.06 feet; thence North 0°04'26" East 354.66 feet to the point of beginning.

BOOK 8298 PAGE 8834

Handwritten mark

EXHIBIT B

LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY

Real property located in Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point on the South line of 2100 South Street, said point being East 656.16 feet and South 44.76 feet from the North quarter corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said South line North 89°43' East 130.00 feet; thence South 0°04'26" West 354.66 feet to the North line of a State Highway; thence along said North line North 81°44' West 131.34 feet; thence North 0°04'26" East 335.228 feet to the point of beginning.

AK