

ACCESS EASEMENT

GRANTOR: W. Mark Garn and Eldene Garn

GRANTEE: James T. Judkins and Margaret H. Judkins

DATE: August 30, 2001

ENT 89716:2001 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Sep 05 2:52 pm FEE 16.00 BY SS
RECORDED FOR BRADFORD & BRADY

RECITALS

- A. Grantor is the owner of the real property situated at Lot 8, Plat A, Alpine Estates Subdivision, Alpine City, Utah County, Utah (the "Grantor's Property").
- B. Grantee is the owner of adjoining real property to the Easement Property, which is situated at Lot 7, Plat A, Alpine Estates Subdivision, Alpine City, Utah County, Utah, described on Exhibit "B" attached hereto ("Grantee's Property").
- C. Grantor desires to grant an easement to Grantee upon the easement property described on Exhibit "A" and diagramed on Exhibit "B" (the "Easement Property").

For valuable consideration, of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof hereby acknowledged, Grantor hereby grants, bargains and conveys unto Grantee as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee and Grantee's tenants, employees, guests invitees, heirs, successors and assigns, as an easement appurtenant to the Grantee's Property and every part thereof, a perpetual, non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress and access to Grantee's Property over, upon and across the Easement Property.
2. **Maintenance.** Grantee shall repair and maintain the Easement Property until a home is built on the Grantor's Property. Maintenance and repair costs for the Easement Property shall be shared equally by Grantor and Grantee for whatever portion of the Easement Property is jointly used after a home is built on Grantor's Property.
3. **Barriers.** Grantee and Grantee's tenants, employees, guests, invitees, heirs, successors and assigns shall not block or obstruct the Easement Property with vehicles, equipment or otherwise.
4. **Indemnification; Insurance.** Grantee agrees to indemnify and hold Grantor harmless for, from and against each and every loss, cost, damage and expense, including reasonable attorneys' fees, arising out of or in connection with any accident or other occurrence causing injury to or death of persons or damage to property, by reason of any use of the Easement Property by Grantee, its agents guests, invitees or employees. Grantee agrees to maintain general liability insurance, in an amount not less than \$1,000,000, with a financially responsible insurance company, against claims for bodily injury or death and property damage occasioned by accidents occurring upon or in connection with use of the Easement Property by Grantee, its tenants, guests, invitees, agents or employees, and Grantee shall name Grantor as an additional insured in Grantee's insurance policy. Grantee shall supply evidence of such insurance upon request.
5. **Public Dedication.** The provisions of this Easement are not intended to and do not constitute a dedication for public use of the Easement Property, and the rights herein created are private and for the benefit only of the parties hereto, their successors and assigns, and Grantee's tenants, employees, invitees, and guests and the guests and invitees of Grantee's tenants.
6. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto including any homeowners or property owners' association that may come into ownership of all or any portion of the Easement Property or be formed by or for the benefit of the Grantee's Property.
7. **Attorneys' Fees.** In the event of any action to enforce the provisions of this instrument, the prevailing party

shall be entitled to receive its costs and attorneys' fees.

8. Termination of Liability. Whenever the transfer of ownership of all or any part of the Easement property or Grantees' property takes place, the transferor shall not be liable for the breach, subsequent to such transfer, of any of the covenants contained herein.

9. Construction. This instrument shall be construed in accordance with the laws of the State of Utah.

10. Release of Easement. Grantee or Grantee's successors and assigns may terminate this Easement by recording a release in recordable form at the office of the Recorder of Utah County, Utah, at which time all rights, duties and liabilities hereby created shall terminate.

Amendments. This Easement Agreement may be amended only by recording, in the office of the Recorder of Utah County, Utah, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of both parties hereto, or their successors and assigns.

DATED the day and year first above written.

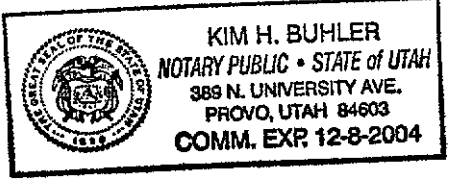
By Its "Grantor" *Mark Jan Eldene Gamm*

By Its "Grantee" *James T. Judkin Margaret H. Judkin*

STATE OF *Utah*
COUNTY OF *Utah*.ss

The foregoing instrument was acknowledged before me this *30th* day of *Aug*, *2004* by *Mark & Eldene Gamm* the *grantors* of *the easement*, a(n) *owner*, on behalf of the *KHB* *property*

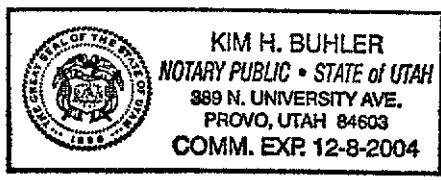
[Signature]
Notary Public
My Commission expires: *10/8/2004*



STATE OF *Utah*
COUNTY OF *Utah*.ss

The foregoing instrument was acknowledged before me this *30th* day of *Aug*, *2004*, by *James & Margaret Judkin* the *grantees* of *the easement*, a(n) *owner*, on behalf of the *KHB* *property*

[Signature]
Notary Public
My Commission expires: *12/8/2004*



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Curt Lund

801-796-8147

p. 1

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EXHIBIT "A"

U1034\Docs\Access.doc
CL 7/19/01**SURVEYOR'S NARRATIVE**

I, Douglas J. Kinsman do hereby state that I am a Registered Professional Land Surveyor and that I hold certificate no. 334575 as prescribed by the laws of the State of Utah. The Purpose of this document is to provide the description of an access easement over a portion of Lot 8, Alpine Estates Subdivision Plat "A", allowing access to Lot 7, Alpine Estates Subdivision Plat "A". The Basis of Bearing is the section line between the South Quarter Corner and the Southeast Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian having a record bearing and distance of North 89°52'59" East 2714.97 feet.

EASEMENT DESCRIPTION

Beginning at a point on the Northwesterly line of Lot 8, Alpine Estates Subdivision Plat "A", said point being South 89°50'56" West 983.43 feet along the section line to and along the South line of said Alpine Estates Subdivision Plat "A" and North 1061.97 feet from the South Quarter Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian, and running;

thence North 41°16'26" East 20.01 feet along the Northwesterly line of said Lot 8;

thence South 50°42'57" East 27.52 feet;

thence South 6°43'50" East 41.97 feet;

thence South 0°35'13" West 98.83 feet;

thence Southeasterly 93.65 feet along the arc of a 30.00 foot radius curve to the right (center bears South 6°11'42" West and long chord bears South 5°37'39" West 60.00 feet through a central angle of 178°51'55") to the Southwesterly line of said Lot 8;

thence North 48°43'34" West 19.42 feet along said Southwesterly line;

thence North 0°35'13" East 144.65 feet;

thence North 6°43'50" West 32.62 feet;

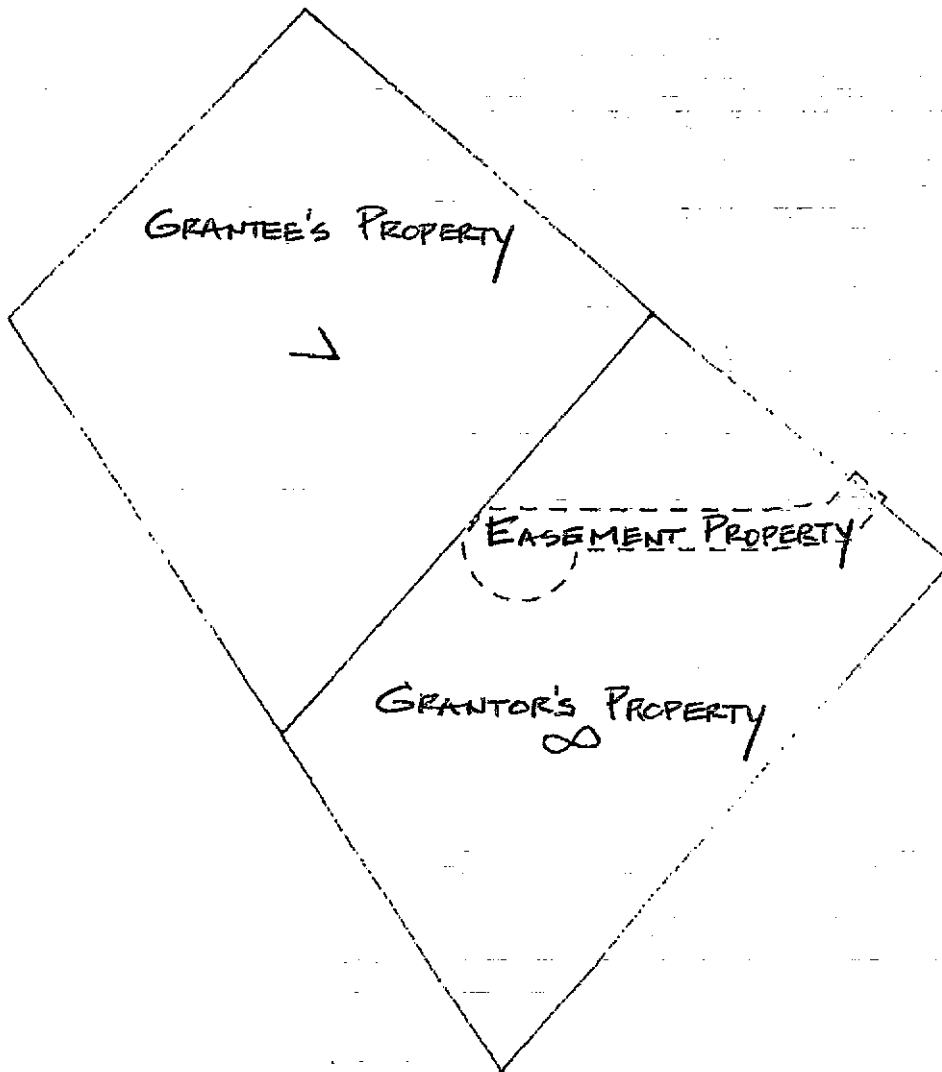
thence North 50°42'57" West 20.14 feet to the Point of Beginning.

OLD REPUBLIC TITLE COMPANY OF ILL.

EXHIBIT B

07/20/01 12:47P

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SCALE: 1" = 100.00'



A: /
101-7
101-8
SURVEY