

SE 362n-14

06-095-0052,0053

When recorded, return to:

Todd Cusick
Wasatch Energy
PO Box 699
Farmington, Utah 84025

RETURNED
DEC 18 2002

E 1814868 8 3189 P 1044
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 DEC 18 1:55 PM FEE 17.00 DEP MEC
REC'D FOR NINE MILE HOLDINGS LLC

GRANT OF EASEMENT

This GRANT OF EASEMENT is made and entered into effective as of the 16th day of December 2002 ("Effective Date") by Nine Mile Holdings LLC, a Utah limited liability company ("Grantor"), in favor of Wood Enterprises, Inc., a Utah corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property commonly known as 1000 North 500 East, City of North Salt Lake, County of Davis, State of Utah, referred to herein as the servient parcel, and more particularly described as follows:

Beginning at a point 45.12 feet North from the South line of Lot 4, of Section 36, at a point North 0°09' West 1314 feet along the West line of the Southeast quarter of Section 36, Township 2 North, Range 1 West and running thence North 89° 56' East 203 feet, and South 0° 40' West 123 feet and North 89° 40' East 365.51 feet and North 45.12 feet from South quarter corner of said Section 36; thence North 197.88 feet along East line of a street; thence East 308.30 feet to Westerly line of former BBRR right of way; thence South 26°18 '45" West 241.97 feet to North line of a street; thence South 89° 40' West 181.20 feet along said Northerly line; thence Westerly 31.53 feet along arc of a 20 foot radius curve to the right to the point of beginning.

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WHEREAS, Grantee is the owner of certain real property commonly known as 1075 North 500 East, City of North Salt Lake, County of Davis, State of Utah, referred to herein as the dominant parcel, and more particularly described as follows:

Beginning at a point N° 09' W 1314.00 feet along the west line of the Southeast Quarter of Section 36 and N 89° 56' E 203.00 feet and SO° 40' W 123.00 feet and N 89° 40' E 365.51 feet and NORTH 243.00 feet and N 89° 59' 49" E 149.47 feet from the South Quarter Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base & Meridian, and running thence North 172.58 feet; thence N 89° 59' 49" E 244.08 Feet to the Westerly line of the former Bamberger Railroad right-of-way thence S 26° 44' W 192.50 feet, more or less, along said right-of-way to a point due East of the point of beginning, thence West 158.74 feet to the point of beginning Together with a 22.00 foot right-of-way running West from the Northwest corner of said lot to the East line of 500 East in North Salt Lake.

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WHEREAS, a commercial building has been constructed on the dominant parcel, the south wall of which encroaches on the north boundary line of the servient parcel by approximately three to nine inches;

WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive easement to use that portion of the servient parcel upon which the building sits for the limited purpose of allowing it to be occupied by the encroaching portion of the presently existing building on the dominant parcel, which easement will automatically expire at such time as the existing building on the dominant parcel is demolished, moved, removed, or substantially remodeled or altered.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the performance of the covenants and agreements by the Grantee as set forth below, Grantor hereby grants an easement to the Grantee as follows:

1. Grant of Easement. Grantor hereby grants to Grantee the non-exclusive right, privilege and easement to use and occupy a strip of ground varying from three inches (3") to nine inches (9") in width along that portion of the northern edge of the servient parcel upon which the presently existing commercial building sits, to be used for the limited purpose of

allowing it to be occupied by that portion of the existing building situated on the dominant parcel that encroaches on the servient parcel.

2. Termination. The right, privilege and easement granted by this instrument is intended to be temporary, and shall cease and terminate automatically and immediately upon the demolition, relocation, removal or substantial remodel or alteration of the commercial building occupying the easement as of the date hereof.

3. Maintenance. Grantee, for itself and its successors and assigns, covenants with Grantor and its successors and assigns, that Grantee shall, from time to time, and at all times after the effective date of this instrument, at its own cost and expense, repair and maintain in a proper and competent manner the real property covered by the above-described easement.

4. Binding Effect. This instrument and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory on the successors, and assigns of the respective parties.

5. Entire Agreement. This instrument constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

6. Modification of Agreement. Any modification of this instrument or additional obligation assumed by either party in connection with this instrument shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed the foregoing instrument as of the
Effective Date. E 1814868 B 3189 P 1047

GRANTOR:
NINE MILE HOLDINGS LLC
A Utah limited liability company

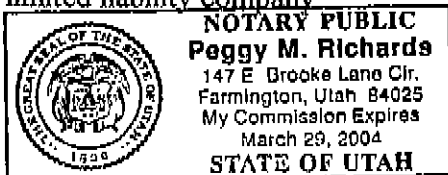
By: Todd Casick
Its: President

GRANTEE:
WOOD ENTERPRISES, INC.
A Nevada corporation

By: Jesse C. Paulk
Its: President

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

The foregoing instrument was acknowledged before me this 16th day of December, 2002,
by Todd Casick who is the President of Nine Mile Holdings LLC, a Utah
limited liability company



Peggy M. Richards
Notary Public
Residing at: Davis Co., Utah

My Commission Expires:

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

The foregoing instrument was acknowledged before me this 2nd day of December, 2002,
by Jesse C. Paulk who is the President of Wood Enterprises, Inc., a Nevada
corporation.



Marilyn J. King
Notary Public
Residing at: Clark Co. Nevada

My Commission Expires: