

Amendment of Easement # 416834 Bl 843 pg 107-122

REC'D NOTE ~~AD~~
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Parsons, Behle & Latimer

08 APR 27 AM 9:50

ALAN S. ...
SUMMIT COUNTY RECORDER

SEED BY *BH 14*

WHEN RECORDED, RETURN TO:

Val R. Antczak, Esq.
PARSONS, BEHLE & LATIMER
P. O. Box 11898
Salt Lake City, Utah 84147

GRANT OF EASEMENT

This Grant of Easement is made this 11th day of APRIL, 1988, between THE JEREMY, LTD., a Utah limited partnership (hereinafter referred to as the "Grantor"), by and through its general partner, JEREMY SERVICE CORPORATION, a Utah corporation, and AMERICAN SAVINGS & LOAN ASSOCIATION, a federal association (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

D. Grantor is the owner of a tract of land described as follows and hereinafter referred to as "Parcel 1":

All of the Southeast Quarter of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian; all of the Northeast Quarter of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

E. Grantee is the owner of a tract of land described as follows and hereinafter referred to as "Parcel 2":

All of Section 6 and 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

F. Grantor wishes to grant and Grantee wishes to receive an easement over, under and across that part of Parcel 1

described as follows and hereinafter referred to as the "Easement Premises":

That existing dirt road entering the Southeast Quarter of Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian, approximately 375 feet North of the Southwest Corner of the Southeast Quarter, continuing in an easterly and then southerly direction across such Southeast Quarter to a point approximately 750 feet East of the Southwest Corner of such Southeast Quarter, thereafter entering the Northeast Quarter of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and continuing in an easterly direction across such Northeast Quarter to a point approximately 250 feet South of the Northeast Corner of the Northeast Quarter of Section 12, Township 1 South, Range 4 East, Salt Lake Base and Meridian, together with all reasonable rights of ingress and egress to such existing dirt road from the Southern intersection of Daybreaker Drive and Sacket Drive, being two dedicated roads within Section 1, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

NOW, THEREFORE, in consideration of the payment of \$10 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT. Grantor hereby grants to Grantee, its heirs and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress over, under and across the easement premises.

2. USE OF EASEMENT PREMISES. Use of the easement premises is not confined to present uses of Parcel 2, the present buildings thereon, or present means of transportation. Exclusive

use of the easement premises is not hereby granted. The right to use the easement premises, likewise for ingress and egress is expressly reserved by Grantor.

3. ADDITIONS TO DOMINANT TENEMENT. Said easement is also appurtenant to any land that may hereafter come into common ownership with Parcel 2 and that is contiguous to Parcel 2. An area physically separated from Parcel 2 but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 2.

4. DIVISION OF DOMINANT TENEMENT. If Parcel is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the easement hereby created.

5. WARRANTIES OF TITLE. Grantor warrants that it has good and indivisible fee simple title to the easement premises.

6. IMPROVEMENT OF EASEMENT. Grantee shall have the right to improve the easement premises with a concrete, asphalt or similar surface.

7. RELOCATION OF EASEMENT. Grantor grants to Grantee the right to relocate the easement premises as follows:

a. Grantee shall first notify the Grantor of the proposed relocation by mailing notice to Grantor as its last address furnished pursuant hereto showing the proposed relocation, probable commencement and completion dates, all by mailing

the same, postage prepaid, at least 30 days prior to the commencement of relocation.

b. The easement premises shall not be moved more than 250 feet from their present location.

c. Upon the completion of the relocation, Grantor shall deliver to the Grantee an Easement Grant in recordable form granting the new easement to Grantee and shall furnish Grantee, at Grantee's expense, evidence of title satisfactory to Grantee showing an unencumbered easement in such Grantee, whereupon the change in location of the easement premises shall become effective, and appropriate releases of the prior location shall be executed in recordable form and exchanged between the parties hereto, their successors and assigns.

8. RUNNING UP BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the assigns, successors, tenants and personal representatives of the parties hereto.

9. TERMINATION OF COVENANT LIABILITY. Whenever transfer of ownership of either parcel takes place, liability of the Transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein remains liable to breaches of covenants of title set forth in paragraph 5.

10. ATTORNEYS' FEES. Either party may enforce this instrument by appropriate action and such a party prevail in

litigation, it shall recover as part of its costs a reasonable attorney's fee.

11. CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment on the Grantee will be implemented.

12. NOTICE. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them and delivered by hand, or deposited in the mail (registered, return receipt requested), properly addressed and postage prepaid:

(a) If to Jeremy, to it at:

William T. Blair, Jr.
8770 North Jeremy Road
Park City, Utah 84060

With a copy to:

R. Dennis Ickes
Nielsen & Senior
1100 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

(b) If to American Savings, to it at:

American Savings & Loan Association
77 West 200 South
Salt Lake City, Utah 84101
Attn: Roger Sanders

800- 475 PAGE 553

With a copy to:

Scott M. Matheson
Val R. Antczak
Parsons, Behle & Latimer
185 South State Street, Suite 700
P.O. Box 11898
Salt Lake City, UT 84147-0898

13. RELEASE OF EASEMENT. Grantee may herein terminate this instrument by recording a release and providing notice of such release to Grantor in accordance with paragraph 12 hereof, whereupon all right, duties and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in Parcel 1.

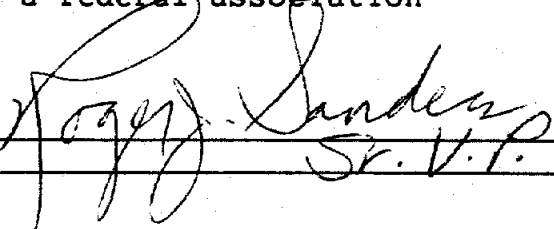
IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hands and seals this 11th day of April, 1988.

GRANTOR:

THE JEREMY, LTD.,
a Utah limited partnership

By: 
JEREMY SERVICE CORPORATION

AMERICAN SAVINGS & LOAN ASSOCI-
ATION, a federal association

By: 
Its Sr. V.P.


800-475 PAGE 554

STATE OF UTAH)
)
) SS
COUNTY OF SALT LAKE)

On the 11th day of April, 1988, personally appeared before me William Blair, who being by me duly sworn, did say that he is the President of Jeremy Service Corporation, the general partner of The Jeremy, Ltd., and that the within and foregoing instrument was signed in behalf of said corporation and the limited partnership by authority of a resolution of its Board of Directors, and said William Blair duly acknowledged to me that said corporation and general partner executed the same.

My Commission Expires:
7/31/90

Margie O. Gillman
NOTARY PUBLIC
at: 2162 Wasatch Dr.
SLC, Ut.



STATE OF UTAH)
)
) SS
COUNTY OF SALT LAKE)

On the 11th day of April, 1988, personally appeared before me Roger J. Sanders who being by me duly sworn, did say that he is the Sr. Vice President of AMERICAN SAVINGS & LOAN ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Roger J. Sanders duly acknowledged to me that said corporation executed the same.

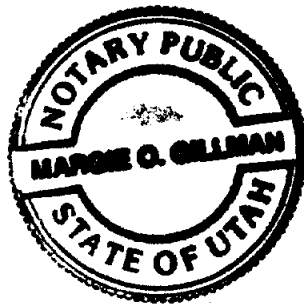
Margie O. Gillman
NOTARY PUBLIC

My Commission Expires:

7/31/90

Residing at: 2162 Wasatch Dr.

SLC, Ut.



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