

When recorded, mail to:  
Donald L. Cash  
8 So. Shadow Wood Lane  
Sandy, Utah 84092

9562931  
11/23/2005 11:40 AM \$13.00  
Book - 9221 Pg - 4782-4783  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SUNDANCE TITLE  
141 E 5600 S STE.105  
MURRAY UT 84107  
BY: SBM, DEPUTY - WI 2 P.

### GRANT OF EASEMENT

Donald L. Cash and Monette C. Cash are the owners of certain real property commonly known as 8 So. Shadow Wood Lane, Sandy, Salt Lake County, Utah, and 9 So. Shadow Wood Lane, Sandy, Salt Lake County, Utah, more particularly described as follows:

Lot 447 , PEPPERWOOD PHASE 4, according to the plat thereof as recorded in the Office of the County Recorder of said County.

TOGETHER WITH a perpetual right of way to use and enjoy those portions of Pepperwood Subdivision Phase 1, through Pepperwood Phase 4, and any and all Pepperwood Subdivision Phases, which are identified and will be identified as Lot "A", being the Streets within the subdivision, as shown on the Recorded Plat.

AND

Lot 446 , PEPPERWOOD PHASE 4, according to the plat thereof as recorded in the Office of the County Recorder of said County.

TOGETHER WITH a perpetual right of way to use and enjoy those portions of Pepperwood Subdivision Phase 1, through Pepperwood Phase 4, and any and all Pepperwood Subdivision Phases, which are identified and will be identified as Lot "A", being the Streets within the subdivision, as shown on the Recorded Plat.

Donald L. Cash and Monette C. Cash hereby grant a perpetual easement for a driveway which affects the above-described parcels of real property. Said easement is described as follows:

### DRIVEWAY EASEMENT

Beginning at the Southeast Corner of Lot 447, of the PEPPERWOOD SUBDIVISION PHASE 4, said Point of Beginning being a perpetual easement for the purpose of ingress and egress, and described as follows: thence North 89°48'30" West, a distance of 101.02 feet, thence North, a distance of 15.00 feet; thence South 89°48'30" East, a distance of 101.00 feet to the point of curve of a non tangent curve to the right, of which the radius point lies South 89°10'50" West, a radial distance of 453.34 feet; thence southerly along the arc, through a central angle of 01°11'30" West, a distance of 7.00 feet to the Point of Beginning. Containing 1,515 square feet or 0.035 acres, more or less.

The easements and rights granted herein are reciprocal to both properties, the easement and rights and uses therefrom are non-assignable.

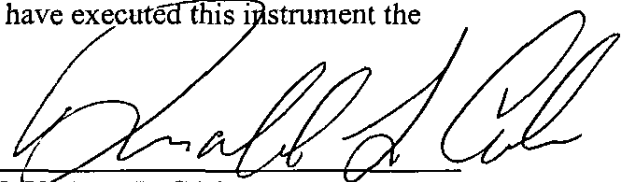
Nothing within this agreement or the granting of an easement herein effects in any way the rights of the parties to have primary access to, use of or right to be upon the property subject to this easement or the uses and rights coincidental therefrom.

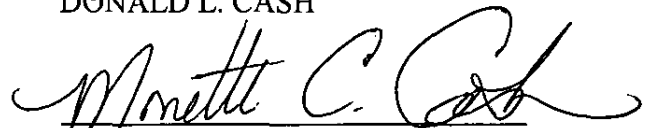
This instrument contains the entire agreement relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing sign by all parties.

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

  
DONALD L. CASH

  
MONETTE C. CASH

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

On this 28 day of October, 2005, personally appeared before me DONALD L. CASH and MONETTE C. CASH, the signers of the foregoing instrument, who duly acknowledged to me that they voluntarily executed the same.

  
NOTARY PUBLIC  
Residing in Salt Lake Co., Utah

My Commission Expires:  
02/03/06

