

7735501

WHEN RECORDED, MAIL TO:
Callister Nebeker & McCullough
Attn: Dorothy C. Pleshe
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, Utah 84133

7735501
10/10/2000 02:38 PM 30.00
Book - 8393 Pg - 3452-3462
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CALLISTER NEBEKER & MCCULLOUGH
GATEWAY TOWER EAST STE. 900
SLC UT 84133
BY: SLH, DEPUTY - WI 11 P.

**AMENDED AND RESTATED RESERVATION OF
RIGHTS AND EASEMENT
Salt Lake County**

THIS AMENDED AND RESTATED RESERVATION OF RIGHTS AND EASEMENT ("Amended Reservation") is made and entered into by and among Jerry Seiner Chevrolet, Inc., a Utah corporation ("Seiner"); G.O.K. Properties, L.C., a Utah limited liability company ("GOK"); and the Utah Department of Transportation, a department of the State of Utah ("UDOT"). All real property referred to herein is located at approximately 1500 South and 500 West in Salt Lake City, Salt Lake County, State of Utah.

WHEREAS, on or about June 6, 1997, Seiner deeded to UDOT certain real property located in Salt Lake County, State of Utah, subject to a reservation of rights back to Seiner, its successors and assigns, all as more particularly described on the Warranty Deed dated June 6, 1997, and recorded on June 23, 1997, as Entry No. 6674412 in Book 7695 at Page 402 of the official records of the Salt Lake County Recorder. The real property conveyed to UDOT shall be referred to in this deed as the "UDOT Property" and is more particularly described in Exhibit 1 hereto.

WHEREAS, on or about January 6, 2000, Seiner conveyed certain real property together with a reservation of rights to GOK, all more particularly described on that Warranty Deed dated January 6, 2000, and recorded on January 14, 2000, as Entry No. 7554700 in Book 8336 at Page 3317 of the official records of the Salt Lake County Recorder. The real property conveyed to GOK shall be referred to in this deed as the "Dealership Property" and is more particularly described in Exhibit 2 hereto.

WHEREAS, Seiner continues to have an interest in the Dealership Property by virtue of an unrecorded Lease of the real estate and improvements on or to be constructed on the Dealership Property.

WHEREAS, UDOT has rights in and to that certain detention basin identified as Parcel No. 118 on the map attached hereto as Exhibit 3 and incorporated herein by this reference (the "Drainage Pond").

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WHEREAS, UDOT, GOK and Seiner now desire to amend, modify and limit use of the reservations, provide for the installation of a culvert under a portion of the property and the excavation of an open ditch on the remainder of the property, and provide that the Dealership Property may use the reservation for its own drainage purposes.

WHEREAS, this Easement is made and entered into pursuant to the Agreement dated the 30th day of June 2000 (the "Agreement") by, between and among Seiner, GOK, and UDOT. To the extent any terms herein are ambiguous or inconsistent with any of the terms of the Agreement, the Agreement shall govern.

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, UDOT, GOK (as the current owner of the Dealership Property and the successor in interest to Seiner), and Seiner (as a party to the original reservation of rights and as a lessee of the Dealership Property), hereby agree as follows:

I. AMENDMENT AND RESTATEMENT OF RESERVATION OF RIGHTS.

The reservation of rights set forth in the June 6, 1997, Warranty Deed is hereby deleted in full and the following is hereby substituted by amendment and restatement:

A. CULVERT AREA. UDOT hereby grants and confirms the reservation as modified herein and reserves for the benefit of the Dealership Property a permanent right of way and right of use by GOK, Seiner, or their successors and assigns, on the surface of the Culvert Area (as hereinafter defined), including the right to park, display vehicles, landscape, pave, and ingress and egress. GOK, as the owner of the Dealership Property, or its successor in interest, shall have the right to use and improve the surface, subject to the reservation rights retained by UDOT. GOK and Seiner shall have the right to access the Culvert Area and install, maintain and repair such connections to the Culvert Area as necessary for the Dealership Property drainage system. The "Culvert Area" is described as follows:

1. Beginning at the Northeast corner of Lot 16, Block 6, Five Acre Plat "B," Big Field Survey, and running thence South 00°01'05" East 10.00 meters along the easterly boundary line of said Lot 16; thence South 89°48'42" West 123 meters, thence North 00°04'36" West 10 meters to the northerly boundary line of Lot 16, and thence running North 89°48'42" East 123 meters along said northerly boundary line of Lot 16 to the point of beginning ("Culvert Area").

Parcel Identification No. 15-13-152-002.

2. On or before September 1, 2000, UDOT agrees to install and maintain an underground culvert under the surface of this property, which shall be for UDOT drainage needs and the drainage needs of the Dealership Property.
3. This reservation shall be permanent and run with the Dealership Property.
4. GOK shall have the responsibility to maintain any landscaping and improvements made by GOK on the surface of the Culvert Area, including repair of damage to the landscaping or any such improvements resulting from UDOT's permitted and reserved access over and across the Culvert Area, as may be necessary and to the extent not otherwise accommodated for by GOK and Seiner.

B. OPEN DITCH AREA. UDOT hereby grants to and reserves for the benefit of the Dealership Property a permanent right of way for drainage and runoff purposes in and to the following UDOT Property:

1. Beginning at the Northwest corner of Lot 16, Block 6, Five Acre Plat "B," Big Field Survey, and running thence North 89°48'42" East 106 meters, thence South 00°01'05" East 10 meters, thence South 89°48'42" West 106 meters, and thence North 00°04'36" East 10 meters to the point of beginning of Lot 16 ("Open Ditch Area").
2. On or before September 1, 2000, UDOT agrees to excavate an appropriate open ditch to handle the runoff from the underground culvert, which open ditch shall be for UDOT drainage needs and the drainage needs of the Dealership Property.
3. The Dealership Property shall no longer have rights to use the surface of the Open Ditch Area, except to share in its use as a runoff reservoir and except to the extent the UDOT culvert has been extended into the Open Ditch Area.
4. On or before September 1, 2000, UDOT shall install a fence across the west end of the Culvert Area to close off the Open Ditch Area, and then along 106 meters for the full length of the South boundary of the UDOT and GOK Properties so as to close off the Open Ditch Area. UDOT shall be responsible for the maintenance of the fence. The fence shall have such gates for access as UDOT shall determine in its sole discretion to be necessary or useful.
5. This reservation shall be permanent and run with the Dealership Property.

With respect to the foregoing property descriptions, rotate the bearings 0°15'07" clockwise to equal highway bearings for Project No. 15-7 UDOT I-15 Reconstruction. Further, to convert meters to feet, divide metric distances by 0.3048. Multiply square meters by 10.7639 to obtain square feet.

The foregoing reservation of rights shall amend and modify in full the reservation set forth in the June 6, 1997 Warranty Deed.

II. DRAINAGE POND EASEMENT.

- A. UDOT hereby grants and confirms the reservation as modified herein and reserves for the benefit of the Dealership Property, and authorizes GOK, Seiner and their successors in interest the rights to use, the Drainage Pond for all of their drainage needs.
- B. UDOT shall be solely responsible for the plans, design, liability, functionality, fencing and maintenance of the UDOT drainage and water retention system. UDOT shall be responsible for such fencing and maintenance of the drainage and water retention system as it deems appropriate and necessary for its intended use, and so as not to create an unsightly nuisance.

GOK and/or Seiner shall be solely responsible for the design, installation and maintenance of their drainage system to the point of discharge into the Drainage Pond, Open Ditch Area and Culvert Area. The drainage system for the Dealership Property shall comply with UDOT approved plans and specifications for runoff controls, including oil-water separators, and with federal and state regulatory requirements. The Dealership Property drainage system shall provide for containment of all contamination, and GOK and Seiner shall be responsible for liability for any discharge that is in violation of the applicable water quality standards or the permits granted to GOK and/or Seiner for discharge.

Neither party makes any warranty or representation to the other with respect to the accuracy of the information relied upon relative to the runoff calculations and the ability of the Drainage Pond to effectively accommodate the runoff from the Dealership Property.

- C. This Easement shall be permanent and run with the Dealership Property.

III. AUTHORITY.

By execution of this Amended and Restated Reservation of Rights and Easement, each of the signing persons represents and affirms that he or she has the authority to execute this Amended

and Restated Reservation of Rights and Easement and to bind the respective entity on whose behalf he or she is signing.

DATED this 30 day of June 2000.

UTAH DEPARTMENT OF TRANSPORTATION,
a department of the State of Utah

By [Signature]
Its Deputy Director, I-15 Reconstruction

DATED this 30 day of ^{Sept.} June 2000.

G.O.K. PROPERTIES, L.C.,
a Utah limited liability company

By [Signature]
Sharon H. Seiner, Manager

DATED this 30 day of ^{Sept.} June 2000.


JERRY SEINER CHEVROLET, INC.,
a Utah corporation

By [Signature]
Gerald J. Seiner, President

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

The foregoing instrument was acknowledged before me this 22 day of ^{Sept} June 2000, by Sharon H. Seiner, the Manager of G.O.K. Properties, L.C., a Utah limited liability company.


Marcy Mortensen
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires 9/3/01

NOTARY PUBLIC
Marcy Mortensen
790 West 2100 South
Salt Lake City, UT 84119
My Commission Expires
September 3, 2001
STATE OF UTAH

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


The foregoing instrument was acknowledged before me this 22 day of ^{Sept} June 2000, by Gerald J. Seiner, the President of Jerry Seiner Chevrolet, Inc., a Utah corporation.

Marcy Mortensen
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires 9/3/01

NOTARY PUBLIC
Marcy Mortensen
790 West 2100 South
Salt Lake City, UT 84119
My Commission Expires
September 3, 2001
STATE OF UTAH

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

The foregoing instrument was acknowledged before me this 30th day of June 2000, by Dad Hawks, the ^{Deputy Director} I-15 Reconstruction of the Utah Department of Transportation, a Department of the State of Utah.


CRAIG E FRISBEE
Notary Public
State of Utah
My Comm. Expires Aug 17, 2001
498 East Worcester Street Murray UT 84107

My Commission Expires:
August 17, 2001

Craig E. Frisbee
NOTARY PUBLIC
Residing at Salt Lake County

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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148440
Salt Lake City, Utah 84114-8440

EXHIBIT 1
pg. 1 of 2

Warranty Deed

(CORPORATION) Parcel No. 15-7:117
Salt Lake County Project No. *ISTP-15-7(198)296

JERRY SEINER CHEVROLET, INC.

a corporation of the State of Michigan, Grantor,
hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at
4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum
of Ten and no/100 - - - - - Dollars,
and other good and valuable considerations, the following described parcel of land
in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for the construction of an access road incident to the reconstruction of
a freeway known as Project No. 15-7, being part of an entire tract of property, situate in Lot 16,
Block 6, Five Acre Plat "B", Big Field Survey. The boundaries of said parcel of land are described
as follows:

Beginning at the Northwest corner of said Lot 16; and running thence N. 89°48'42" E.
231.679 meters along the northerly boundary line of said Lot 16 to the northeast corner of said Lot 16;
thence S. 00°01'05" E. 10.000 meters along the easterly boundary line of said Lot 16; thence
S. 89°48'42" W. 231.696 meters to the westerly boundary line of said Lot 16; thence
N. 00°04'36" E. 10.000 meters along said westerly boundary line to the point of beginning as shown
on the official map of said project on file in the office of the Utah Department of Transportation. The
above described parcel of land contains 2316.9 square meters.

(Note: Rotate above bearings 0°15'07" clockwise to equal highway bearings)

(Note: To obtain distance in feet, divide above distances by 0.3048. Multiply above area by 10.7639
to obtain square feet)

Subject to a permanent reservation of rights retained in favor
of Grantor, its successors and assigns, to use the above-described
real property for a right-of-way, ingress and egress, parking, paving
and general maintenance attributable to such reserved use, but only
to the extent such use does not otherwise injure or interfere with
Grantee's use, occupation and enjoyment of the above-described real
property.

Parcel Identification No. 15-13-152-002.

Continued on Page 2

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EXHIBIT 1
pg. 2 of 2

IN WITNESS WHEREOF, said JERRY SEINER CHEVROLET, INC.
has caused this instrument to be executed by its proper officers therunto duly
authorized, this 6th day of June, A.D. 1997.

STATE OF UTAH) JERRY SEINER CHEVROLET, INC.

) ss.

COUNTY OF SALT LAKE) By Gerald J. Seiner, President X

On the date first above written personally appeared before me,
Gerald J. Seiner, who, being by me duly sworn,

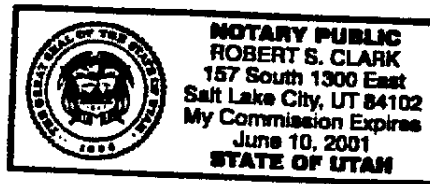
says that he is the President of
Jerry Seiner Chevrolet, Inc., a corporation, and that the within

and foregoing instrument was signed in behalf of said corporation by authority
of its Board of Directors, and said Gerald J. Seiner

acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the
date in this certificate first above written:

[Signature]
Notary Public



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WHEN RECORDED, MAIL TO:
Callister Nebeker & McCullough
Attn: Dorothy C. Pleshe
Gateway Tower East, Suite 900
10 East South Temple
Salt Lake City, Utah 84133

Entry # 7554700
Date 1-14-00 Time 2:41 P.M.
Request of Callister Nebeker & McCullough
Nancy Workman, Recorder
Salt Lake County, Utah
\$ 13.00 By ZJM Deputy

WARRANTY DEED

EXHIBIT 2
pg. 1 of 2

JERRYSEINER CHEVROLET, INC., GRANTOR, hereby CONVEYS AND WARRANTS to G.O.K. PROPERTIES, L.C., whose address is 56 E. Dorchester Drive, Salt Lake City, Utah 84103, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and for other good and valuable consideration, that certain real property and reservation of rights situated in Salt Lake County, State of Utah, more particularly described as follows:

See Exhibit "A" attached hereto.

WITNESS, the hand of said GRANTOR, this 6th day of January, 2000.

JERRY SEINER CHEVROLET, INC.,
a Utah corporation

By [Signature]
Gerald J. Seiner, President

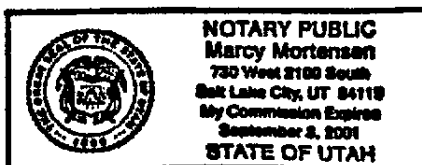
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of January, 2000 by Gerald J. Seiner as President of Jerry Seiner Chevrolet, Inc., a Utah corporation.

[Signature]
NOTARY PUBLIC
Residing at:

My Commission Expires:
9/3/2001

Salt Lake City, UT



BK8393PG3460

EXHIBIT 2

EXHIBIT "A"

pg. 2 of 2

The real property conveyed by this Warranty Deed is situated in the State of Utah, County of Salt Lake, and is described as follows:

Beginning at the Northwest corner of Lot 16, Block 6, Five Acre Plat "B," Big Field Survey; thence North 89°48'42" East 760.103 feet to the Northeast corner of said Lot 16; thence South 0°01'05" East 687.20 feet to a point on the East line of Lot 18, said Block 6; thence South 89°48'44" West 761.239 feet to the West line of said Lot 18; thence North 0°04'36" East 687.20 feet to the point of beginning;

LESS:

A parcel of land in fee for the construction of an access road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property, situate in Lot 16, Block 6, Five Acre Plat "B," Big Field Survey. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said Lot 16; and running thence North 89°48'42" East 231.679 meters along the northerly boundary line of said Lot 16 to the Northeast corner of said Lot 16; thence South 00°01'05" East 10.000 meters along the easterly boundary line of said Lot 16; thence South 89°48'42" West 231.696 meters to the westerly boundary line of said Lot 16; thence North 00°04'36" East 10.000 meters along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2316.9 square meters.

(Note: Rotate above bearings 0°15'07" clockwise to equal highway bearings. To obtain distance in feet, divide above distances by 0.3048. Multiply above area by 10.7639 to obtain square feet.)

BUT SUBJECT TO THE FOLLOWING RESERVATION IN FAVOR OF GRANTEE:

A permanent reservation of rights retained in favor of Jerry Seiner Chevrolet, Inc., its successors and assigns, to use the above-described (excepted) real property for a right-of-way, ingress and egress, parking, paving and general maintenance attributable to such reserved use, but only to the extent such use does not otherwise injure or interfere with the Utah Department of Transportation's use, occupation and enjoyment of the above-excepted real property.

Parcel Identification No. 15-13-152-002.

500 WEST

EXHIBIT 3
Pg 1 of 1

0 25 50

PARKING LOT

PARKING LOT

BLOCK BUILDING

LOT 14

LEVITZ FURNITURE BUILDING

LOT 15

117

PERPETUAL EASEMENT LOT 16

117:E

DETONATION BASIN R/W LINE
99.175

118

BLOCK 6
FIVE ACRE PLAT "B"
BIG FIELD SURVEY

61.874

10.000

125.000

125.000

5.000

ACCESS ROAD R/W LINE
231.679

ACCESS ROAD R/W LINE
231.696

10.000

Existing RR R/W Line
133.000

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