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06/21/2002 11:17 AM NO FEE  
Book - 8611 Pg - 7014-7019  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: EHR, DEPUTY - WI 6 P.

When Recorded Please Return to:  
Utah Transit Authority, Property Manager  
3600 South 700 West  
Salt Lake City, Utah 84119

**GRANT OF ACCESS EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereafter collectively referred to as "Grantors") each having or claiming a possessory, leasehold or reversionary interest in certain real property owned by the Naomi S. Brewster Trust (identified as Parcel No. 16-06-326-014 in the tax records of the Salt Lake County Recorder's Office) do hereby grant to the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereafter "Grantee"), a non-exclusive access easement burdening a portion of said parcel. That property subject to the easement granted hereunder (hereafter the "Subject Property") is described as follows:

Beginning at a point on the South line of Lot 3, Block 54, Plat "A", Salt Lake City Survey; said point being Easterly 16.99 feet from the Southwest corner of Lot 3 and running thence North 124.43 feet; thence East 12.00 feet; thence South 124.42 feet to the South line of said Block 54; thence South 89°58'27" West along said line 12.00 feet to the Point of Beginning.

Distances listed are based on the Salt Lake Survey Foot. Contains 0.034 acres or 1493.13 square feet, more or less.

The easement granted hereunder shall permit Grantee, and the contractors, employees and agents of Grantee, to enter upon and traverse across the Subject Property as reasonably necessary to access, maintain and repair the landlocked traction power substation located adjacent to Grantor's property. Grantee hereby agrees to utilize the access easement granted hereunder reasonably and in a manner so as not to interfere with the operations conducted on Grantor's property.

The easement granted hereunder shall run with the Subject Property and shall be appurtenant to Grantee's adjacent parcel described as set forth on the attached Exhibit "One." The conditions, requirements, and covenants provided hereunder shall inure to the benefit of and also bind the respective successors in interest to Grantors and Grantee.

The interest granted hereunder is subject to existing rights-of-way and easements of record, including those of all public utilities or private third parties now located on, in, under or over the confines of the above described property, and the rights of entry thereon for the purposes of obtaining, altering, replacing, removing, repairing or rerouting said utilities.

FIRST AMERICAN TITLE  
51581

BK8611PG7014

**GRANTORS**

**TITUS FOODS, INC.**

By [Signature]  
Name: David Peters  
Title: President

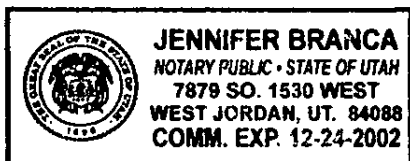
WITNESS the hand of said Grantor.

STATE OF Utah )

ss

County of Salt Lake )

On the 10 day of January, 2002, personally appeared before me, David Peters, who duly acknowledged to me that he/she is the President for the aforesaid Titus Foods, Inc., and further acknowledged that said corporation has executed this instrument.



[Signature]  
NOTARY PUBLIC, Residing in Salt Lake  
County, Utah

**TERRATRON MIDWEST, INC.**

By [Signature]  
Name: David Peters  
Title: President

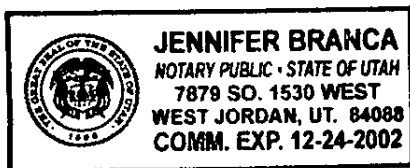
WITNESS the hand of said Grantor.

STATE OF Utah )

ss

County of Salt Lake )

On the 10 day of January, 2002, personally appeared before me, David Peters, who duly acknowledged to me that he/she is the President for the aforesaid Terratron Midwest, Inc., and further acknowledged that said corporation has executed this instrument.



[Signature]  
NOTARY PUBLIC, Residing in Salt Lake  
County, Utah

BK8611PG7015

TERRATRON, INC.

By [Signature]  
Name: David Peters  
Title: President

WITNESS the hand of said Grantor.

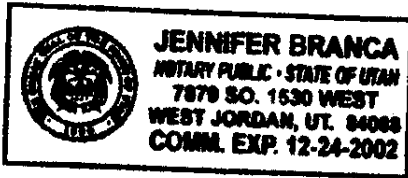
STATE OF Utah )

SS

County of Salt Lake )

On the 10 day of January, 2002, personally appeared before me, David Peters, who duly acknowledged to me that he/she is the President for the aforesaid Terratron, Inc., and further acknowledged that said corporation has executed this instrument.

[Signature]  
NOTARY PUBLIC, Residing in Salt Lake  
County, Utah



BDSB OF UTAH L.C.

By [Signature]  
Name: DAVID M. WILLIAMS  
Title: MEMBER

WITNESS the hand of said Grantor.

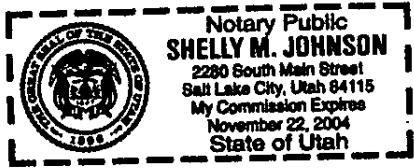
STATE OF UTAH )

SS

County of SALT LAKE )

On the 23<sup>RD</sup> day of OCTOBER, 2001, personally appeared before me, DAVID M. WILLIAMS, who duly acknowledged to me that he/she is the MEMBER for the aforesaid BDSB of Utah L.C., and further acknowledged that said limited liability corporation has executed this instrument.

[Signature]  
NOTARY PUBLIC, Residing in UTAH  
County, SALT LAKE



ANDERSON INVESTMENT CORPORATION

By *Corey D. Anderson*  
Name: COREY D. ANDERSON  
Title: PRES.

WITNESS the hand of said Grantor.

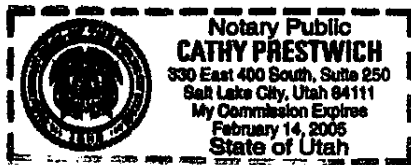
STATE OF Utah )

County of Salt Lake )

SS

On the 17<sup>th</sup> day of May, ~~2001~~<sup>2002</sup>, personally appeared before me, Corey D. Anderson who duly acknowledged to me that he/she is the president for the aforesaid Anderson Investment Corporation and further acknowledged that said corporation has executed this instrument.

*Cathy Prestwich*  
NOTARY PUBLIC, Residing in \_\_\_\_\_  
County, \_\_\_\_\_



**EXHIBIT "ONE" TO GRANT OF ACCESS EASEMENT  
LEGAL DESCRIPTION OF GRANTEE'S BENEFITTED PARCEL**

Beginning at a point on the West line of Lot 3, Block 54, Plat "A", Salt Lake City Survey; said point being Northerly 165.0 feet from the Southwest corner of said Lot 3; and running thence East 49.50 feet; thence South 35.77 feet; thence West 3.93 feet; thence South  $73^{\circ}54'01''$  West 17.31 feet; thence West 11.95 feet; thence North 14.11 feet; thence West 16.99 feet to the West line of said Lot 3; thence North along the said West line 26.45 feet to the Point of Beginning.

Basis of Bearing is the Salt Lake City Monuments on 400 South Street at 200 East Street and 300 East Street. Distances listed are based on the Salt Lake Survey foot. Contains 0.04 acres or 1709.45 square feet, more or less.

# CONSENT TO CREATION OF EASEMENT

The undersigned Mortgagee, of that certain Mortgage dated August 3, 1982 and recorded August 13, 1982 as Entry No. 3702231 in Book 5402 at Page 2795 as well as that certain Amended and Restated Indenture of Mortgage, dated September 25, 1989 and recorded September 26, 1989 as Entry No. 4827572 in Book 6162 at Page 268 of Official Records, for the sum of (\$10.00) Ten Dollars and other good and valuable consideration, hereby consents and agrees to the creation of an easement in favor of the Utah Transit Authority, as described in that certain Grant of Utility Easement and or Grant of Access Easement to which this Consent is attached and thereof made a part. Further, in the event of default, the undersigned Mortgagee will not foreclose on said easement.

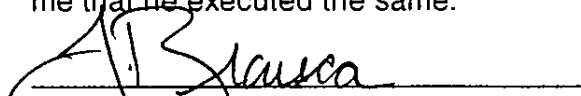
The foregoing is binding upon the Mortgagees heirs, successors, legal representatives and or assigns.

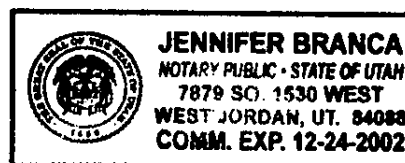
Dated this 29 day of MARCH 2002.

  
\_\_\_\_\_  
Roger W. Peters

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

On the 29 day of March 2002, personally appeared before me Roger W. Peters, the signer of the within instrument, who duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Residing In:



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