

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

8271709
06/21/2002 11:17 AM NO FEE
Book - 8611 Pg - 7020-7023
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: EHR, DEPUTY - WI 4 P.

8271709

GRANT OF UTILITY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HOYT W. BREWSTER Jr., AND FIELDING CRAIG BREWSTER SUCCESSOR TRUSTEES TO THE NAOMI S. BREWSTER TRUST (hereafter collectively "Grantor") do hereby grant to the UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereafter "Grantee"), an exclusive, subsurface utility easement burdening a portion of certain real property owned by Grantor (identified as Parcel No. 16-06-326-014 in the tax records of the Salt Lake County Recorder's Office). That portion of Grantor's 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 to install, operate, maintain, repair, reconstruct and remove underground electrical lines, conduit and related improvements across the Subject Property and connecting Grantee's adjacent light rail public tracks to the adjacent traction power substation. Grantee shall perform all maintenance, repair, reconstruction and removal of its facilities on the Subject Property reasonably and in a manner so as to minimize disruption to the operations conducted on Grantor's property to the greatest extent practicable. Grantee shall coordinate all such work with Grantor and any tenants of Grantor.

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 Grantor and Grantee.

In the event that Grantor or any successor in interest to Grantor desires to redevelop Grantor's property in a manner that would require a relocation or reconfiguration of Grantee's facilities on the Subject Property, Grantor may require a relocation or reconfiguration of the easement subject to the following conditions: (i) such relocation or reconfiguration is performed in a manner so as to eliminate any potential disruption to Grantee's light rail transit system; (ii) the relocation or

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reconfiguration does not materially increase the operations or maintenance costs associated with Grantee's facilities on the Subject Property; (iii) the plans, specifications and staging of such work is approved in advance by Grantee in Grantee's sole discretion; (iv) Grantor pays all costs attributable to the relocation or reconfiguration of Grantee's facilities, including the cost of any mitigation measures necessary to prevent disruption to Grantee's light rail transit system; and (v) Grantor grants an easement to Grantee, at no additional cost to Grantee, for any and all new or additional right of way necessary to relocate or reconfigure the facilities.

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.

GRANTOR

NAOMI S. BREWSTER TRUST

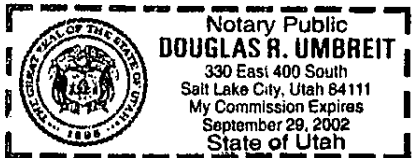
By Hoyt W. Brewster Jr.
Hoyt W. Brewster Jr., Trustee

By Fielding Craig Brewster
Fielding Craig Brewster, Trustee

WITNESS the hand of said Grantor.

STATE OF UTAH)
County of SALT LAKE) SS

On the 28 day of FEBRUARY, 2001, ^{2 PM} personally appeared before me, Hoyt W. Brewster Jr., and Fielding Craig Brewster, who duly acknowledged to me that each is a co-trustee for the aforesaid Naomi S. Brewster Trust, and further acknowledged that said trustees executed this instrument.



Douglas R. Umbreit
NOTARY PUBLIC
Residing in SALT LAKE County, UTAH

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EXHIBIT "ONE"
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.

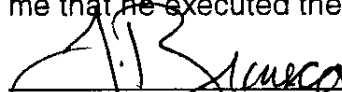
Dated this 29 day of March 2002.



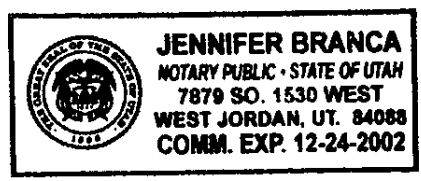
Roger W. Peters

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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