

RECORDED AT THE REQUEST OF,
AND WHEN RECORDED RETURN TO:

Gregory E. Austin
40 Marrcrest South
Provo, Utah 84604

5375631
18 NOVEMBER 92 02:16 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: SHARON WEST , DEPUTY

3050

5375631

Grant of Easement

THIS GRANT OF EASEMENT (this "Grant") is made effective the 20th day of July 1989, by ANDERSON INVESTMENT CORPORATION, a Utah corporation, whose address is 777 East 2100 South, Salt Lake City, Utah 84106 ("Anderson"), in favor of GREGORY E. AUSTIN, an individual whose address is 40 Marrcrest South, Provo, Utah 84604 ("Austin").

R E C I T A L S:

A. Anderson is the fee title owner of a parcel of real property (the "Anderson Parcel") that is located at approximately 7024 South 2000 East, Salt Lake City, Utah 84121 and is described more particularly on exhibit A annexed hereto.

B. Austin is the fee title owner of a parcel of real property (the "Austin Parcel") that is adjacent to the Anderson Parcel that is located near the intersection of 7000 South and 2000 East in Salt Lake City, Utah and that is described more particularly on exhibit B annexed hereto.

C. The Anderson Parcel currently is encumbered by an easement benefiting the Austin Parcel that is described more particularly on exhibit C annexed hereto (the "Old Easement").

D. Anderson desires that the Old Easement be extinguished in return for Anderson's grant to Austin of a new easement (the "New Easement") across the Anderson Parcel, as described more particularly on exhibit D annexed hereto.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Anderson agrees as follows:

1. Grant of New Easement. Conditioned upon the extinguishment of the Old Easement by Austin and all other parties having an interest therein (which cancellation shall be effected by the execution and delivery to Anderson of quit-claim deeds covering the Old Easement and executed by each of these interested parties), Anderson hereby conveys and grants to Austin a non-exclusive right-of-way and easement, appurtenant to the Austin Parcel, across that part of the Anderson Parcel that is described more particularly on exhibit D annexed hereto, for the purpose of vehicular and pedestrian ingress and egress between the Austin

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Parcel, the Anderson Parcel and 70th South Street. The grant of the New Easement by Anderson to Austin is specifically conditioned on the absolute and final extinguishment of the Old Easement by each and every party (including tenants, lienholders and all other interested/benefitted parties) that is benefitted by, or that claims any right to use, the Old Easement.

2. Duration. The easement granted herein shall be perpetual in duration.

3. Not a Public Dedication. Nothing contained in this Grant shall be deemed to be a gift or dedication of any portion of the Anderson Parcel or the New Easement to or for the general public or for any public purposes whatsoever, it being the intention of Anderson that this Grant be strictly limited to and for the purposes expressed herein.

4. Appurtenant to Parcel. The right-of-way and easement granted or created hereby is appurtenant to the Austin Parcel and may not be transferred, assigned or encumbered except as an appurtenance to the Austin Parcel.

5. Covenants Run With Land. The right-of-way and easement contained in this Grant (a) shall create an equitable servitude on the Anderson Parcel in favor of the Austin Parcel; (b) shall constitute a covenant running with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Anderson Parcel at any time or from time to time to the extent that such portion is effected or bound by the New Easement or to the extent that the New Easement is to be performed on such portion; and (d) shall inure to the benefit of and be binding upon Anderson and Austin and their respective successors and assigns as to their respective parcels, as well as their respective customers, guests, licensees, tenants, subtenants and concessionaires.

6. No Partnership. Anderson and Austin do not by this Grant in any way for any purpose become partners or joint ventures of each other in the conduct of their respective businesses or otherwise.

7. General Provisions. The following provisions are also an integral part of this Grant:

7.1. Captions. The headings used in this Grant are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Grant or the intent hereof.

7.2. Severability. The provisions of this Grant are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or

invalid provision shall not affect the other provisions of this Grant.

7.3. Interpretation. This Grant shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

7.4. Attorneys' Fees. In the event any action or proceeding is brought by either party to enforce the provisions of this Grant the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial or on appeal.

7.5. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

DATED effective 20 July 1989.

ANDERSON:

ANDERSON INVESTMENT CORPORATION,
a Utah corporation

By: Michael W. Oke
Its: Vice Pres

CONSENT

TITUS FOODS, INC. a Utah corporation whose address is 7050 South 2000 East, Suite 300, Salt Lake City, Utah 84121, as the current holder of a leasehold interest in the Anderson Parcel, hereby consents to the extinguishment of the Old Easement and the grant of the New Easement as provided above.

DATED effective 20 July 1989.

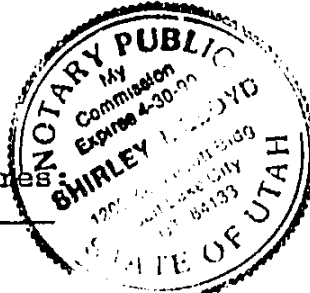
TITUS FOODS, INC. a Utah
corporation

By: [Signature]
Its: President

ADDITIONAL SIGNATURE PAGE TO
GRANT OF EASEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 26th day of March 1990, personally appeared before me Michael W. Olson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that (s)he is the Vice President of ANDERSON INVESTMENT CORPORATION, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Michael W. Olson acknowledged to me that said corporation executed the same.



Shirley J. Lloyd
NOTARY PUBLIC
Residing in: _____

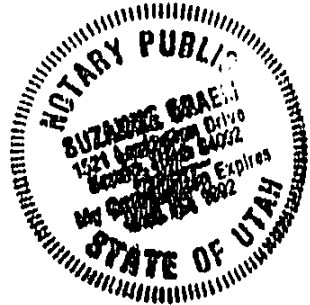
My Commission Expires: 4/30/90

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 30th day of March 1990, personally appeared before me Kevin Cushing, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that (s)he is the President of TITUS FOODS, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Kevin C. Cushing acknowledged to me that said corporation executed the same.

Suzanne Braem
NOTARY PUBLIC
Residing in: Salt Lake County

My Commission Expires: Dec. 29, 1992



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EXHIBIT A TO
GRANT OF EASEMENT

Legal Description of Anderson Parcel

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning.

EXHIBIT B TO
GRANT OF EASEMENT

Legal Description of Austin Parcel

The following parcels of real property that are located
in Salt Lake County, Utah:

PARCEL 1:

BEGINNING North 89°58'25" West 264.0 feet from
the Northeast corner of Section 28, Township
2 South, Range 1 East, Salt Lake Base and
Meridian, and running thence North 0°04' East
84.66 feet; thence North 82°55' West 84.7 feet;
thence South 0°04' West 113.0 feet; thence
South 82°55' East 84.7 feet; thence North 0°04'
East 28.34 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING North 89°58'25" West 264 feet and
South 0°04' West 28.34 feet from the Northeast
corner of Section 28, Township 2 South, Range
1 East, Salt Lake Base and Meridian; and
running thence South 0°04' West 59.00 feet;
thence North 87°39' West 84.14 feet; thence
North 0°04' East 66.00 feet; thence South
82°55' East 84.71 feet to the point of
BEGINNING.

EXHIBIT C TO
GRANT OF EASEMENT

Legal Description of Old Easement

Commencing West 33 feet and South 100.98 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North $82^{\circ}55'$ West 232.78 feet; thence South 20 feet; thence South $82^{\circ}55'$ East 232.78 feet to the West line of 20th East Street; thence North 20 feet to the place of commencement.

EXHIBIT D TO
GRANT OF EASEMENT

Legal Description of New Easement

Commencing West 33 feet and South 120.98 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Meridian and running thence North $82^{\circ}55'$ West 157.05 feet; thence North 20 feet; thence North $82^{\circ}55'$ West 75.73 feet; thence South 40 feet; thence South $82^{\circ}55'$ East 232.78 feet to the West line of 20th East Street; thence North 20 feet to the place of commencement.

CONSENT TO GRANT OF EASEMENT

Titus Foods, Inc., a Utah corporation, whose address is 7050 South 200 East, Suite 300, Salt Lake City, Utah 84121, as the current holder of an interest in the Anderson Parcel, hereby consents to the extinguishment of the Old Easement and the grant of the New Easement as provided above, and agrees that the rights of Titus Foods, Inc., in and to the Anderson Parcel, including, without limitation, any rights it may have under that certain Ground Lease with First Right to Purchase dated August 3, 1982, executed by Anderson Investment Corporation as Lessor and Scott M. Waldron as Lessee, shall be junior, subordinate and inferior to the grant of the New Easement described above.

DATED and signed this 24th day of May, 1992.

TITUS FOODS, INC., A Utah
Corporation

By

Its President

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ADDITIONAL SIGNATURE PAGE TO
CONSENT TO GRANT OF EASEMENT

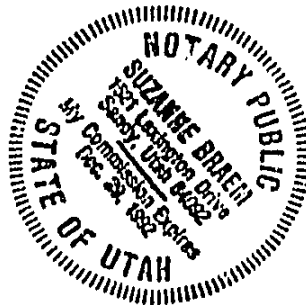
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 29th day of May, 1992, personally appeared before me Kevin Cushing, whose identity is personally know to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of TITUS FOODS, INC., a Wisconsin corporation, and that the foregoing Consent to Grant of Easement was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors. and said Kevin Cushing acknowledged to me that said corporati.. executed the same.

Suzanne Braem
NOTARY PUBLIC
Residing in Salt Lake County

My Commission Expires:

Dec. 29, 1992



CONSENT TO GRANT OF EASEMENT

Terratron Midwest, Inc., f/k/a Terratron, Inc., a Wisconsin corporation duly qualified to do business in the State of Utah, whose address is 7050 South 2000 East, Suite 300, Salt Lake City, Utah 84121, as the current holder of a leasehold interest in the Anderson Parcel, hereby consents to the extinguishment of the Old Easement and the grant of the New Easement as provided above and agrees that the rights of Terratron Midwest, Inc., f/k/a Terratron, Inc., in and to the Anderson Parcel, including, without limitation, any rights it may have under that certain Ground Lease with First Right to Purchase dated August 3, 1982, executed by Anderson Investment Corporation as Lessor and Scott M. Waldron as Lessee, shall be junior, subordinate and inferior to the grant of the New Easement described above.

DATED and signed this 29th day of May, 1992.

TERRATRON MIDWEST, INC., f/k/a
TERRATRON, INC., A Wisconsin
Corporation

By 
Its President

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ADDITIONAL SIGNATURE PAGE TO
CONSENT TO GRANT OF EASEMENT

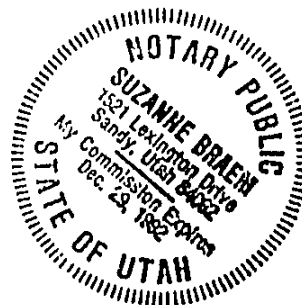
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 29th day of May, 1992, personally appeared before me Kevin Cushing, whose identity is personally know to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of TERRATRON MIDWEST, INC., f/k/a TERRATRON, INC., a Wisconsin corporation, and that the foregoing Consent to Grant of Easement was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Kevin Cushing acknowledged to me that said corporation executed the same.

Suzanne Braem
NOTARY PUBLIC
Residing in Salt Lake County

My Commission Expires:

Dec. 29, 1992



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FILED DISTRICT COURT
Third Judicial District

JUL 10 1992

BARRIE G. McKAY (2197)
McKAY, BURTON & THURMAN
Attorneys for Defendant,
Anderson Investment Corporation
1200 Kennecott Building
10 East South Temple Street
Salt Lake City, UT 84133
Telephone: (801) 521-4135

By Pat B. Brian
SALT LAKE COUNTY
Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH

GREGORY E. AUSTIN,	:	
Plaintiff,	:	ORDER
vs.	:	Civil No. 900901296CN
TERRATRON, INC.,	:	
a Wisconsin corporation,	:	Judge Pat B. Brian
et al.,	:	
Defendant,	:	

The Motions for Summary Judgment of Plaintiff and Terratron, Inc., ("Terratron") and all other pending motions (collectively the "Motions") came on for hearing before the Court pursuant to notice on September 6, 1991. Subsequently objections to the Order were filed by Plaintiff and came on for hearing on June 1, 1992. David Jeffs appeared on behalf of plaintiff Gregory E. Austin and Harold L. Reiser appeared on behalf of defendant Terratron. The Court made its ruling and requested counsel for plaintiff to prepare a

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proposed order. Defendant Anderson Investment Corporation filed objections to the wording of the proposed order, and the Court via a telephone conference with counsel for plaintiff, defendant Terratron and defendant Anderson Investment Corporation heard further argument, and having found that the agreement between plaintiff and defendant Terratron regarding the change of the location of the right-of-way is binding and should be enforced. The Court further found that defendant Anderson Investment Corporation, the owner of the underlying fee title being leased by defendant Terratron, Inc., has agreed to the said relocation of the right-of-way on the condition that the underlying fee title is not burdened with more than one right-of-way, and the Court having found that neither plaintiff nor its successors have been deeded nor granted a property interest for the existing sign, but the Court has determined as a matter of equity that neither defendant Terratron as lessee nor defendant Anderson Investment Corporation as the owner of the underlying fee title should be permitted to arbitrarily remove the sign from its present location without agreement of the affected parties or approval of the Court.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Terratron's Motion for Summary Judgment is hereby granted provided that on or before 12:00 p.m. on September 20, 1991, Terratron does the following:

(a) Terratron pays to plaintiff the sum of \$7,000.00 in certified funds as plaintiff's attorneys' fees and costs incurred herein.

(b) Terratron obtains at Terratron's cost a title insurance policy in the form of and containing only the exceptions set forth on the commitment for title insurance attached hereto insuring the New Easement for the benefit of plaintiff in the sum of \$50,000.00.

2. If Terratron does not perform as set forth above this Order granting Terratron's Motion for Summary Judgment shall be set aside and plaintiff's Motion for Summary Judgment shall be granted.

3. All other pending motions are denied.

4. The plaintiff's first and second objections to the Order are denied.

5. The Grant of Easement by Anderson Investment Corporation to plaintiff, Gregory E. Austin under effective date of July 20, 1989, together with the additional consents of Terratron Midwest, Inc., and Titus Foods, Inc., which were tendered by defendant Terratron is determined to be sufficient to accomplish the relocation of the right-of way subject to the following:

(a) The right-of-way in favor of plaintiff over defendant Anderson Investment Corporation's fee title property, which is under lease to defendant Terratron, existing at the old location described as follows:

Commencing West 33 feet and South 100.98 feet from the Southeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 82°55' West 232.78 feet; thence South 20 feet; thence South 82°55' East 232.78 feet to the West line

of 20th East Street; thence North 20 feet to the place of commencement.

is hereby extinguished without further requirement of execution, delivery, or recording of any deed, instrument or consent as to all parties. The right-of-way shall continue at the new location unless and until other persons claiming an interest in the right-of-way easement at the old location seek and obtain an order of the Court entitling them to use said right-of-way at the old location. If such order is entered, plaintiff's right-of-way shall revert to the old location with plaintiff's original priority right so that Anderson Investment Corporation's fee title is not burdened with a right-of-way over two different locations when only one is granted and plaintiff has a right to only one, and so that plaintiff retains the same priority to the old right-of-way as it has to the new right-of-way.

6. Defendant Terratron's interest as lessee of the Anderson Investment Corporation property located in Salt Lake County, State of Utah and described as follows:

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning.

shall be subject to a directional sign only at the location and only of the size of the existing Taco Bell sign for the use of the plaintiff's parcels located in Salt Lake County, State of Utah and described as follows:

PARCEL 1:

BEGINNING North 89°58'25" West 264.0 feet from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°04' East 84.66 feet; thence North 82°55'; West 84.7 feet; thence South 0°04' West 113.0 feet; thence South 82°55'; East 84.7 feet; thence North 0°04' East 28.34 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING North 89°58'25" West 264 feet and South 0°04' West 28.34 feet from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04' West 59.00 feet; thence North 87°39' West 84.14 feet; thence North 0°04' East 66.00 feet; thence South 82°55' East 84.71 feet to the point of BEGINNING.

7. Plaintiff has no property interest for said existing sign against Anderson Investment Corporation's fee title, but no party as an equitable matter may arbitrarily remove the existing directional sign without the consent of the affected parties or approval of the Court. If persons, other than parties, claiming an interest in the right-of-way at the old location, seek and obtain an order of the Court entitling them to use said right-of-way at the old location, then defendant Terratron shall not be deemed to have waived its right to seek removal of said sign.

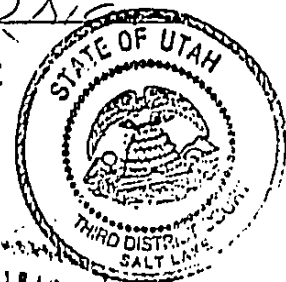
8. The said Grant of Easement from Anderson Investment Corporation in favor of plaintiff Gregory E. Austin and consented to by Titus Foods, Inc. and Terratron Midwest, Inc., effective date of July 20, 1989, together with a certified copy of this Order, excluding the attached commitment for title insurance, shall be recorded.

DATED AND SIGNED this 10 day of July, 1992.

BY THE COURT:

Pat B. Brian

PAT B. BRIAN
DISTRICT COURT JUDGE



APPROVED AS TO FORM:

DAVID D. JEFFS
Attorney for Plaintiff Gregory
E. Austin

HAROLD L. REISER
Attorney for Defendant Terratron,
Inc.

Barrie G. McKay

BARRIE G. McKAY
Attorney for Defendant Anderson
Investment Corporation

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH.

DATE: 7/11/92
Robert C. Stahman
DEPUTY COURT CLERK

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DATED AND SIGNED this ____ day of July, 1992.

BY THE COURT:

PAT B. BRIAN
DISTRICT COURT JUDGE

APPROVED AS TO FORM:

David D. Jeffs
DAVID D. JEFFS
Attorney for Plaintiff Gregory
E. Austin



HAROLD L. REISER
Attorney for Defendant Terratron,
Inc.

BARRIE G. MCKAY
Attorney for Defendant Anderson
Investment Corporation

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DATED AND SIGNED this _____ day of July, 1992.

BY THE COURT:

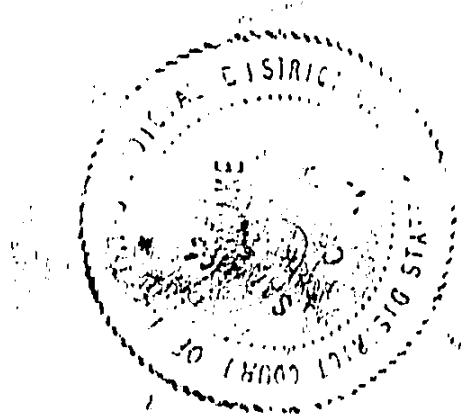
PAT B. BRIAN
DISTRICT COURT JUDGE

APPROVED AS TO FORM:

DAVID D. JEFFS
Attorney for Plaintiff Gregory
E. Austin

Harold L. Reiser

HAROLD L. REISER
Attorney for Defendant Terratron,
Inc.



BARRIE G. MCKAY
Attorney for Defendant Anderson
Investment Corporation

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