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06/02/2003 09:33 AM 14.00
Book - 8809 Pg - 1631-1633
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - MI 3 P.

8671479

When Recorded Please Return to:
Utah Transit Authority
Attn: Property Manager
3600 S. 700 W.
SLC, UT 84119

EASEMENT

For value received, Utah Transit Authority, a public transit district organized under Title 17A, Chapter 2, Part 10, Utah Code Annotated 1953, as amended ("Grantor"), hereby grants to Auto Tech, Inc., a Utah corporation, and its successors and assigns ("Grantee"), a perpetual, non-exclusive easement for the continued operation and maintenance of existing building footings on the following described portion of Grantor's property:

See Exhibit "1" Tax id# 91-35-861-000-0990

The easement granted pursuant to this instrument shall be for the purpose of operating and maintaining structural footings existing on the easement property as of the date of this easement. No additional uses of the easement property are permitted or authorized. Any maintenance, repair or reconstruction of the improvements on the easement property shall be coordinated with Grantor to ensure that such work does not interfere with the operations conducted on Grantor's adjacent railroad right of way.

The easement granted hereunder shall not be exclusive. The easement is granted without any warranty whatsoever. Grantee acknowledges the existence of previously existing encumbrances on the property, and of Grantor's right to use the property for all uses not inconsistent with the access easement granted hereunder. Grantor shall continue to have the right to use the property subject to the easement for any purpose not inconsistent with the easement granted hereunder. This easement shall terminate immediately and without further action on the part of either party if and when the existing building (as of the date set forth below) is demolished, raised, relocated or otherwise removed from the property subject to the easement. No additional structures, replacement structures or extensions of existing structures shall be permitted pursuant to this easement.

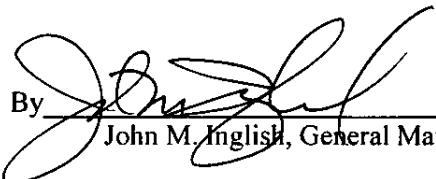
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns

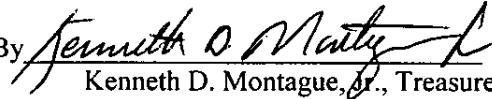
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2003.

WITNESS the hand(s) of the Grantor(s) this 28 day of May,

UTAH TRANSIT AUTHORITY

By 
John M. Inglish, General Manager

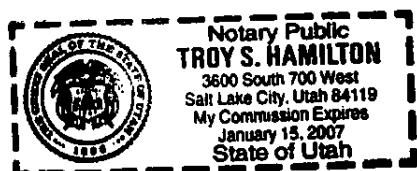
By 
Kenneth D. Montague, Jr., Treasurer

APPROVED AS TO FORM:


Legal Counsel

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

On the 28 day of May, 2003 personally appeared before me John M. Inglish and Kenneth D. Montague, Jr., who being by me duly sworn, did say that they are the General Manager and the Treasurer of UTAH TRANSIT AUTHORITY and that the foregoing instrument was signed in behalf of said public transit district; and said persons acknowledged to me that said public transit district executed the same.




NOTARY PUBLIC

EXHIBIT "1"

Beginning at a point which is 574.2 feet North 00°00'28" West and 783.24 feet North 89°57'25" West of a monument at the center of 2700 South and West Temple, said point also being 9.46 feet North 89°57'25" West of the Northwest Corner of Lot 26, Block 2, of the Southgate Park Subdivision Plat "C", and running parallel to the west property line of lot 26 South 00°02'57" West 115.20 Feet; thence North 89°57'25" West 3.05 feet; thence Northerly along a line which is west of the existing building and running parallel to the said property line North 00°02'57" East 115.20 feet; thence South 89°57'25" East 3.05 feet to the point of beginning. Contains 351.36 SQFT

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