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Nov 8 12 22 PM '93

KATHLEEN
REGISTRATION
SALT LAKE COUNTY
UTAH

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement, is made and entered into as of the 1st day of November, 1983, by and between WILLIAM J. LOWENBERG, FERN E. LOWENBERG, DAVID W. LOWENBERG AND SUSAN E. LOWENBERG, residents of San Francisco, California (collectively, the "Assignor"), and KEARNS-TRIBUNE CORPORATION and DESERET NEWS PUBLISHING COMPANY (collectively, the "Assignee").

RECITALS

WHEREAS, Assignor and Salt Lake Corporation ("Salt Lake City") entered into that certain Agreement dated January 8, 1980 (the "Agreement"), wherein Salt Lake City granted to Assignor a license to encroach upon a certain portion of Salt Lake City's right of way on 400 West Street in Salt Lake City, Utah, the legal description of which is set forth on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to assign all of their rights in the Agreement to Assignee, and Assignee desires to assume all of the obligations of the Assignor under the Agreement:

SECURITY TITLE CO.
RMP No. 22228

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns the Agreement and all of their right, title and interest thereunder to Assignee, as of the date first above written. Assignor covenants and warrants that it is not in default under the Agreement.

2. Assignee hereby assumes all the obligations of Assignor under the Agreement as of the date first above written, and specifically, Assignee agrees to be bound as of the date first above written by the provisions of the Agreement.

3. Assignor warrants, to the best of their knowledge, that the Agreement is in full force and effect, and has not been modified or amended.

4. Assignor hereby agrees to indemnify and save Assignee harmless from all manners of suit, actions, damages, charges and expenses, including attorneys' fees and costs which Assignee may sustain by reason of Assignor's breach of any of the terms, covenants and conditions of the Agreement occurring prior to the date first above written.

5. Assignee hereby indemnifies and holds Assignor harmless from all manners of suit, actions, damages, charges and expenses including attorneys' fees and costs, which

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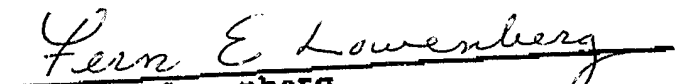
Assignor may sustain by reason of Assignee's breach of any of the terms, covenants and conditions of the Agreement occurring after the date first above written.

6. This Assignment and Assumption of Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, successors, and assigns.

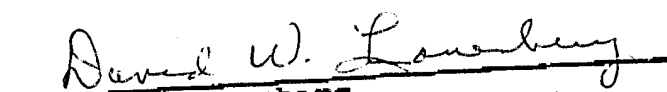
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Agreement, as of the date first above written.



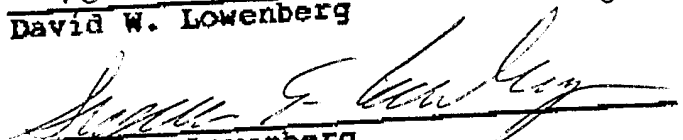
William J. Lowenberg



Fern E. Lowenberg



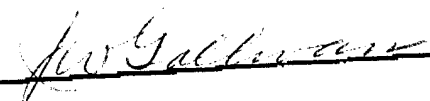
David W. Lowenberg




Susan E. Lowenberg

"Assignor"

KEARNS-TRIBUNE CORPORATION

By  _____

ATTEST:



Ass. Secretary

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DESERET NEWS PUBLISHING COMPANY

By

Robert F. Mussen

ATTEST:

Wendell J. Astor
Secretary

"Assignee"

0243C
TEKC

*Executive
Vice President*

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EXHIBIT "A"

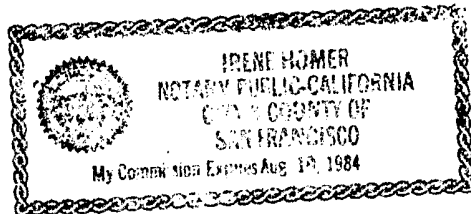
Beginning at a point on the North line of an existing building, said point being South 132.5 feet from the Northwest corner of Lot 5, Block 30, Plat "A", Salt Lake City Survey and running thence West 5.1 feet to the Northwest corner of said existing building; thence South along the West line of said existing building 194.2 feet; thence Southeasterly along the Southwesterly line of said existing building 10 feet, more or less, to the West line of said Block 30; thence North 204 feet, more or less, to the point of beginning.

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) : ss.

On the 28th day of October, 1983, personally appeared before me Fern E. Lowenberg, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Irene Homer
NOTARY PUBLIC
Residing at:

My Commission Expires:
August 10, 1984



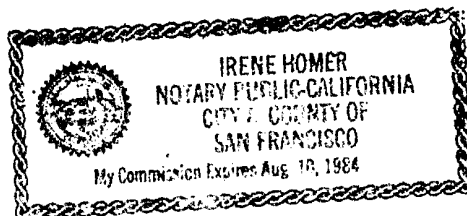
STATE OF CALIFORNIA)
 : ss.
COUNTY OF SAN FRANCISCO)

On the 28th day of October, 1983, personally appeared before me David S. Lowenberg, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Irene Homer
NOTARY PUBLIC

My Commission Expires:

August 10, 1984



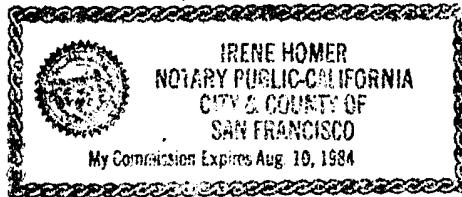
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.

On the 28th day of October, 1983, personally appeared before me William J. Lowenberg, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Irene Homer

NOTARY PUBLIC
Residing at:

My Commission Expires:
August 10, 1984

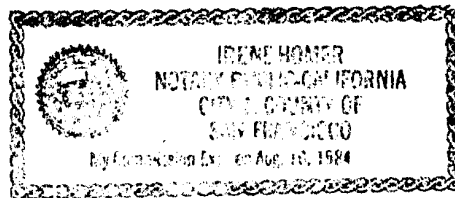


STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On the 28th day of October, 1983, personally appeared before me Susan E. Lowenberg, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Irene Homer
NOTARY PUBLIC
Residing at:

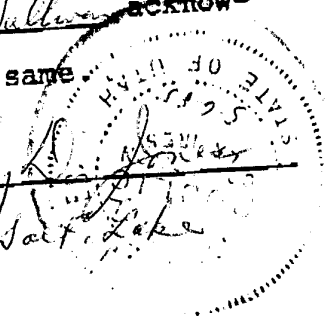
My Commission Expires:
August 10, 1984



STATE OF Utah
COUNTY OF Salt Lake : ss.

On the 2 day of ~~October~~^{November}, 1983, personally appeared before me John W. Halloran who, being by me duly sworn, did say that he is the President of Kearns-Tribune Corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said John W. Halloran acknowledged to me that said corporation executed the same.

Shirley D. Jones
NOTARY PUBLIC
Residing at: Salt Lake

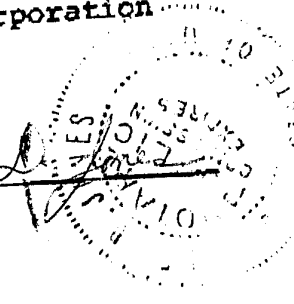


My Commission Expires:
May 6, 1985

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

On the 3rd day of ~~October~~^{November}, 1983, personally appeared before me Thomas S. Mowson who, being by me duly sworn, did say that he is the President of Deseret News Publishing Company, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Thomas S. Mowson acknowledged to me that said corporation executed the same.

Shirley D. Jones
NOTARY PUBLIC
Residing at:



My Commission Expires:
May 6, 1985

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