

2.
Recorded OCT 23 1973 at 10:18 A.M.
Request of Title Insurance Agency of Utah
For F. M. HERADEAN MARTIN
Attorney, Salt Lake City, Utah
\$ 1000.00 By [Signature] Deputy
Ref. _____

A G R E E M E N T

2577298
This Agreement made this 9th day of October, 1973,
by and between the Redevelopment Agency of Salt Lake City (herein-
after referred to as "Agency"), 21-25 West Second South Street,
Inc., a Utah corporation (hereinafter referred to as "21-25"),
Continental Building Company, a Utah corporation (hereinafter
referred to as "Continental"), and Main Parking Mall, a Utah corpor-
ation (hereinafter referred to as "Mall").

WHEREAS, Agency, Mall and certain other parties have
entered into an Agreement dated May 17, 1973, providing for the
transfer of certain properties within Block 58, Plat "A", Salt
Lake City Survey, and more especially the creation of a certain
right-of-way in favor of Mall;

WHEREAS, 21-25 and Continental are not parties to said
Agreement dated May 17, 1973, but said Agreement purports to affect
interests in real property owned by 21-25 and Continental;

WHEREAS, the parties hereto desire to resolve the con-
flicting interests in real estate which will be created by the
performance of said agreement of May 17, 1973;

NOW, THEREFORE, in consideration of the covenants and
agreements contained herein, it is mutually agreed as follows:

1. The parties hereto will duly execute and deliver and cause
to be recorded, the following deeds:

A. A deed from 21-25 and Continental to Agency of the
following described real estate, situate in the city and county of
Salt Lake, State of Utah,

Commencing at the Southeast corner of Lot 2, Block 58,
Plat "A", Salt Lake City Survey, and running thence
North 502.5 feet; thence West 5 feet; thence South
1 foot; thence West 49.5 feet; thence South 14 feet;
thence East 44.5 feet; thence South 487.5 feet to a
point due West of the point of beginning; thence East
10 feet to the point of beginning.

B. A deed from Agency to Mall of an undivided interest
in and to a right-of-way over the following described real estate
situate in the city and county of Salt Lake, State of Utah,

A perpetual right-of-way for all purposes of
ingress and egress in common with others upon
and over the surface of the real estate

commencing at a point 487.5 feet North and 30 feet West of the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey and running thence West 24.5 feet; thence South 1 foot; thence East 24.5 feet; thence North 1 foot to the point of beginning. Grantor, his successors or assigns, reserve the subterranean rights to the entire area beneath the right-of-way as well as the air space above the entire area beginning at a height of 15 feet over said right-of-way extending upwards from a point 15 feet above the surface. Air rights over the right-of-way shall only be used to provide ingress and egress to buildings on either side of the right-of-way or for a canopy or covering over the right-of-way. Grantor further reserves the right to temporarily interrupt grantees right of ingress or egress over or along the surface of said right-of-way for the purpose of constructing or maintaining improvements on the property. Said improvements may be constructed above, beneath, or at ground level so long as they do not permanently interfere with grantees right of pedestrian and vehicle ingress and egress.

C. A deed from Agency and Mall to 21-25 of the following described real estate, situate in the city and county of Salt Lake, State of Utah,

Commencing at a point 502.5 feet North and 5 feet West of the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence West 49.5 feet; thence South 1 foot; thence East 49.5 feet; thence North 1 foot to the point of beginning.

together with and subject to an undivided interest in and to a right-of-way, described as follows:

A perpetual right-of-way for all purposes of ingress and egress in common with others upon and over the surface of the real estate commencing at the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence North 501.5 feet; thence West 54.5 feet; thence South 15 feet; thence East 24.5 feet; thence South 486.5 feet to a point due West of the point of beginning; thence East 30 feet to the place of beginning. Grantor, his successors or assigns, reserve the subterranean rights to the entire area beneath the right-of-way as well as the air space above the entire area beginning at a height of 15 feet over said right-of-way extending upwards from a point 15 feet above the surface. Air rights over the right-of-way shall only be used to provide ingress and egress to buildings on either side of the right-of-way or for a canopy or covering over the right-of-way. Grantor further reserves the right to temporarily interrupt grantees right of ingress or egress over or along the surface of said right-of-way for the purpose of constructing or maintaining improvements on the property. Said improvements may be constructed above, beneath, or at ground level so long as they do not permanently interfere with grantees right of pedestrian and vehicle ingress and egress. Vehicles shall be excluded from the Easterly 5 feet of said right-of-way.

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D. A deed from Agency to 21-25 of an undivided interest in and to a right-of-way, more particularly described as follows:

A perpetual right-of-way for all purposes of ingress and egress in common with others upon and over the surface of the real estate commencing at a point 486.5 feet North and 54.5 feet West of the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence South 10 feet; thence East 24.5 feet; thence North 10 feet; thence West 24.5 feet to the point of beginning. Grantors, his successors or assigns, reserve the subterranean rights to the entire area beneath the right-of-way as well as the air space above the entire area beginning at a height of 15 feet over said right-of-way extending upwards from a point 15 feet above the surface. Air rights over the right-of-way shall only be used to provide ingress and egress to buildings on either side of the right-of-way or for a canopy or covering over the right-of-way. Grantor further reserves the right to temporarily interrupt grantees right of ingress or egress over or along the surface of said right-of-way for the purpose of constructing or maintaining improvements on the property. Said improvements may be constructed above, beneath, or at ground level so long as they do not permanently interfere with grantees right of pedestrian and vehicle ingress and egress.

2. All of the deeds provided for in paragraph 1 hereof shall be Quit-claim Deeds.

3. All of the deeds provided for in paragraph 1 hereof shall be recorded within 5 business days before or 5 business days after the recordation of the deeds provided for in the Agreement dated May 17, 1973, provided, however, that the sequence of recordation of such deeds described in paragraph 1 hereof shall be as follows:

A. The deed described in subparagraph A of paragraph 1 hereof shall be recorded after the recordation of the deed or deeds provided for in the Agreement dated May 17, 1973, for the transfer of the Property "A" referred to in said Agreement dated May 17, 1973, to Agency; and before the recordation of the deed provided for in paragraph 9 of said Agreement dated May 17, 1973.

B. All of the other deeds provided for in paragraph 1 hereof shall be recorded after the recordation of all of the deeds provided for in the Agreement dated May 17, 1973.

THE REDEVELOPMENT AGENCY OF
SALT LAKE CITY

By

Conrad Peterson

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21-25 WEST SECOND SOUTH STREET, INC.

By *R. J. Sullivan* President

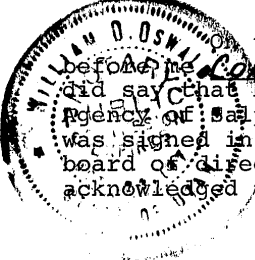
CONTINENTAL BUILDING COMPANY

By *R. J. Sullivan* President

MAIN PARKING MALL

By *Raymond B. B.*

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

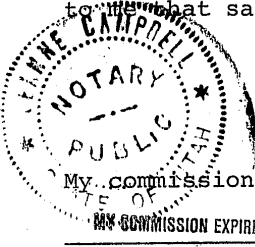


On the 15TH day of October, 1973, personally appeared before me Conrad B. Harrison, who being by me duly sworn, did say that he is the Chairman of The Redevelopment Agency of Salt Lake City, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said Conrad B. Harrison acknowledged to me that said corporation executed the same.

William D. Oswald
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

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



On the 9th day of October, 1973, personally appeared before me R. J. Sullivan, who being by me duly sworn, did say that he is the President of 21-25 West Second South Street, Inc., a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said R. J. Sullivan acknowledged to me that said corporation executed the same.

Janne Campbell
Notary Public
Residing at Salt Lake City, Utah

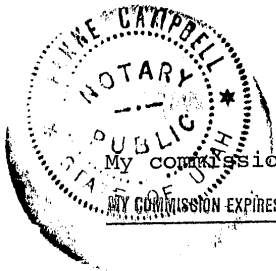
My commission expires:

MY COMMISSION EXPIRES JUNE 9, 1977

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

On the 9th day of October, 1973, personally appeared before me R. J. Sullivan, who being by me duly sworn, did say that he is the President of Continental Building Company, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said R. J. Sullivan acknowledged to me that said corporation executed the same.



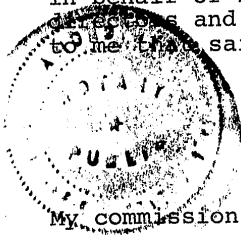
Jeanne Campbell
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

MY COMMISSION EXPIRES JUNE 9, 1976

STATE OF UTAH)
) ss.
)

On the 9th day of October, 1973, personally appeared before me David S. Romney, who being by me duly sworn, did say that he is the Vice President of Main Parking Mall, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said David S. Romney acknowledged to me that said corporation executed the same.



Rosamond Herron
Notary Public
Residing at Salt Lake City, Utah

My commission expires:

My Commission Expires June 27, 1976