

Recorded DEC 4 1974 at 10:14 A m.
Request of Callister, Deese
Fee POU JE RADEAN MARTIN
Recorder, Salt Lake County, Utah
S. 400 Deputy
Ref. _____

WHEN RECORDED, RETURN TO:
CALLISTER, GREENE & NEBEKER
ATTYS., 800 KENNECOTT BUILDING
SALT LAKE CITY, UTAH TIA: 32588

2669174

PERPETUAL RIGHT OF WAY AGREEMENT

FOR VALUE RECEIVED, The Main Parking Mall, a Utah corporation, as Grantor, hereby grants unto WALKER BANK & TRUST COMPANY, Trustee, as to an undivided 1104/4864 interest; DORIS J. O'BRIEN, as to an undivided 86/4864 interest; ELIZABETH FAY BALDWIN GRAY ALBRIGHT, as to an undivided 640/4864 interest; ELIZABETH B. GRAY, as to an undivided 1344/4864 interest; MARGARET E. O'BRIEN, as to an undivided 464/4864 interest; DEIRDRE GRAY DAVIS, as to an undivided 640/4864 interest; ELEANOR O. DAHNKEN, as to an undivided 277/4864 interest; ALEXANDER C. WALLACE, as to an undivided 159/4864 interest; RUTH M. O'BRIEN, as to an undivided 50/4864 interest; CHARLES A. O'BRIEN, as to 1/3 of 100/4864 interest; COLLEEN R. O'BRIEN, as to 1/3 of 100/4864 interest; and WILLIAM M. O'BRIEN, as to 1/3 of 100/4864 interest, Grantees, a perpetual right of way for all purposes of ingress and egress in common with others upon and over the surface of the following-described real property in Salt Lake County, 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 54.5 feet; thence South 15 feet; thence East 24.5 feet; thence South 487.5 feet to a point due West of the point of beginning; thence East 30 feet to the place of beginning.

This right of way agreement is made expressly subject to those certain reservations and restrictions contained in Paragraph No. 9 of that certain agreement between the Redevelopment Agency of Salt Lake City, a public corporation, The Main Parking Mall, and certain property owners as set forth therein, recorded in the office of the County Recorder of Salt Lake County as Entry No. 2577286, in Book 3443, Page 238. Said reservations of the "Grantor" Redevelopment Agency of Salt Lake City, being as follows:

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 grantee's right of pedestrian and vehicle ingress and egress. Vehicles shall be excluded from the Easternly 5 feet of said right-of-way.

THE MAIN PARKING MALL

BY [Signature]

Its President

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STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 1st day of November, 1974, personally appeared before me DAVID S. ROMNEY, who being by me duly sworn did say that he is the President of The Main Parking Mall, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said David S. Romney acknowledged to me that said corporation executed the same.

My Commission Expires:

3/20/75

[Signature]
NOTARY PUBLIC, Residing at Salt
Lake City, Utah