

6735886

Return original to:

William D. Rowley
338 East 400 South
Salt Lake City, Utah 84111

6735886
09/10/97 3:04 PM 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: V ASHBY DEPUTY - WI

GRANT OF RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this 14 ^{April} ~~March~~ 1997 ^{Part} by and between LAUREL PARTNERSHIP, A NEW YORK PARTNERSHIP, designated as the First Party and HARWARD HOLDING COMPANY, A UTAH PARTNERSHIP, hereinafter collectively referred to as the Second Party.

WITNESSETH

WHEREAS, the First Party is the owner of that parcel of real property, more particularly described herein and identified as Parcel 1 on Exhibit "A" attached hereto.

WHEREAS, the Second Party is the owner of that parcel of real property, more particularly described herein and identified as Parcel 2 on Exhibit "A" attached hereto.

WHEREAS, Parcel 3 is part of Parcel 1 and is owned by the First Party and more particularly describes a Right-of-Way that shall be granted below.

THEREFORE, for valuable consideration and the mutual covenants and agreements contained herein, the receipt and sufficiency whereof being mutually acknowledged, it is agreed as follows:

1. The first Party hereby grants and conveys to the Second Party a nonexclusive Right-of-Way for vehicular and pedestrian ingress and egress over, upon and across Parcel 3 as described on Exhibit "A" attached hereto, subject to documents of record that may have a prior claim. This Right-of-Way is granted for the sole purpose of providing access to the Second Party, its employees, agents, customers and business invitees to parking areas located on Parcel 2 and adjacent to Parcel 3 as depicted on the survey map entitled "Parking and Access Right-of-Way" prepared by John W. Francom & Associates dated November 7, 1995 and last revised March 7, 1996.

2. The Second Party agrees to indemnify, defend and hold harmless the First Party against and in respect of any and all claims, damages, losses, expenses, costs, assessments, penalties, obligations, liabilities and recoveries and including (without limitation) attorney's fees and Court costs that the First Party shall incur or suffer by reason of the use by the Second Party, its employees, agents, customers and business invitees of the Right-of-Way.

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3. The grant of this Right-of-Way shall not restrict the rights and interests of the First Party in the use, maintenance and quiet enjoyment of Parcel 1 as described on Exhibit "A" attached hereto to the extent that such use does not interfere with the rights granted to the Second Party herein.

4. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto and consented to in writing by Teachers Insurance and Annuity Association of America, the first mortgagee of the above described Parcel 1.

5. The rights contained within this Agreement shall inure to, and be for the benefit of, the parties, their successors and assigns. This Right-of-Way shall be vacated and terminated in the event of non-use of the Right-of-Way or a change in use of Parcel 2 or construction of an alternate means of access to Parcel 2 from a public roadway.

LAUREL PARTNERSHIP,
a New York General Partnership

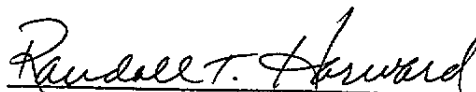
By its Managing General Partner:

THE CUSTOM SHOP KANSAS CITY CORP.,
A Missouri corporation



By: MALCOLM CHAIFETZ
Its: Secretary

HARWARD HOLDING COMPANY,
a Utah Partnership


By: Randall T. Harward
Its: Partner

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EXHIBIT A

Parcel 1 (Laurel Parcel)

Beginning at a point on the Northerly line of Sandy Parkway which is North 1058.64 feet and East 653.88 feet from the Southwest Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: South 0 degrees 13 minutes 50 seconds West from said Southwest Corner of Section 36 to the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian) and running thence South 59 degrees 57 minutes 35 seconds East 505.615 feet along said Northerly line to a point on a 440.471 foot radius non-tangent curve to the right; thence along the arc of said curve and said Northerly line 361.372 feet (chord bears South 37 degrees 22 minutes 46 seconds East 351.322 feet); thence South 12 degrees 57 minutes 35 seconds East 204.761 feet along the Easterly line of said Sandy Parkway; thence North 72 degrees 05 minutes 59 seconds East 108.00 feet; thence South 18 degrees 09 minutes 27 seconds East 170.00 feet; thence North 77 degrees 02 minutes 25 seconds East 269.81 feet to the Westerly line of the D & RGW Railroad right of way; thence North 8 degrees 07 minutes 19 seconds West 858.457 feet along said Westerly line; thence South 81 degrees 56 minutes 39 seconds West 35.347 feet; thence North 44 degrees 20 minutes 00 seconds West 234.704 feet to the point of curvature of an 80.00 foot radius curve to the right; thence along the arc of said curve 60.505 feet (chord bears North 22 degrees 40 minutes 00 seconds West 59.073 feet); thence North 1 degree 00 minutes 00 seconds West 281.994 feet; thence South 89 degrees 01 minutes 27 seconds West 50.00 feet; thence South 1 degree 00 minutes 00 seconds East 389.947 feet; thence South 89 degrees 03 minutes 50 seconds West 659.24 feet to a point on a 532.435 foot radius non-tangent curve to the right; thence along the arc of said curve 137.365 feet (chord bears South 22 degrees 38 minutes 58 seconds West 136.984 feet); thence South 30 degrees 02 minutes 25 seconds West 25.00 feet to the point of beginning.

Parcel 2 (Harward Parcel)

Beginning at a point which is North 1608.362 feet and East 1424.385 feet from the Northwest corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 01°00'00" East 281.994 feet to a point of tangency with a 80.0 foot radius curve to the left; thence along said curve for an arc distance of 60.605 feet (chord bears South 22°40'00" East 59.073 feet); thence South 44°20'00" East 234.704 feet; thence North 81°56'39" East 30.000 feet to the West right of way line of the D & R C W Railroad right of way; thence along said right of way North 08°03'21" West 171.000 feet; thence North 08°20'37" West 337.000 feet; thence South 89°01'27" West 148.667 feet to the point of beginning.

EXHIBIT A

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EXHIBIT A (CONTINUED)

Parcel 3 (Right of Way Parcel)

Beginning at the Northeast Corner of the Grantor's Property at a point which is North 1608.21 feet and East 1421.48 feet from the Southwest Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 1°00'00" East 281.99 feet; thence 60.50 feet along the arc of an 80.00 foot radius curve to the left (the chord bears South 22°40'00" East 59.07 feet); thence South 44°20'00" East 233.30 feet; thence 75.84 feet along the arc of a 120.00 foot radius curve to the right (the chord bears South 26°13'40" East 74.58 feet); thence South 8°07'20" East 608.89 feet; thence South 74°53'00" West 395.31 feet more or less to the East line of Sandy Parkway Street; thence North 12°57'35" West 30.02 feet along said East line of street; thence North 74°53'00" East 341.09 feet; thence 43.46 feet along the arc of a 30.00 foot radius curve to the left (the chord bears North 33°22'50" East 39.76 feet); thence North 8°07'20" West 555.80 feet; thence 56.88 feet along the arc of a 90.00 foot radius curve to the left (the chord bears North 26°13'40" West 55.94 feet); thence North 44°20'00" West 233.30 feet; thence 83.19 feet along the arc of a 110.00 foot radius curve to the right (the chord bears North 22°40'00" West 81.22 feet); thence North 1°00'00" West 282.01 feet more or less to the North line of the Grantor's Property; thence North 89°01'25" East 30.00 feet along said North line of property to the point of beginning.

PROOFREAD 

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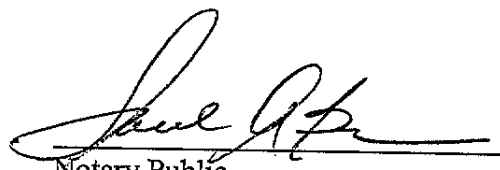
EXHIBIT A (CONTINUED)

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STATE OF New York)
COUNTY OF New York) : ss.

The foregoing instrument was acknowledged before me this 18th day of April, 1997,
by Malcolm Chaifetz, as Secretary of The Custom Shop Kansas City Corp.

My Commission Expires:



Notary Public
Residing at: _____

SAUL A. BERKMAN
Notary Public, State of New York
No. 31-4915307
Qualified In New York County
Commission Expires 11/30/97

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