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BOOK 1944 PAGE 574

Recorded JUL 20 1962 at 12:11 P M
Request of Wycoff Warehouse, Inc.
Fee Paid, Nellie M. Jack,
Recorder, Salt Lake County, Utah
A 5.30 By *[Signature]* Deputy
Ref: *[Signature]*

560 So. 2nd West
SLC, Utah

THIS INDENTURE made this 20th day of July, 1962, by and between
WYCOFF WAREHOUSE, INC., 560 South 2nd West, Salt Lake City, Utah, and
D. A. ROBISON, INC., First Security Bank Building, Salt Lake City, Utah;

WITNESSETH:

That for and in consideration of the sum of \$10,000, the receipt of which is hereby acknowledged, D. A. ROBISON, INC., has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto WYCOFF WAREHOUSE, INC., a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described at any time it may see fit, and do any and all work necessary to construct, operate, and maintain a railroad spur track coming off the Union Pacific Railroad's line located on 3rd West Street, Salt Lake City, Utah, at a point south of the property hereinafter described, including but not limited to the right to clear said right of way and keep the same clear of all obstruction, the right to grade said right of way and make the necessary fills and cuts therefore, and the right to lay the necessary cross-ties and rails for one railroad spur track, so long as Grantor is in no way obstructed or inconvenienced in his use and possession of the following described property as a parking area with full right to travel over and upon said right of way.

The land affected by the grant of this easement and right of way is located in the City of Salt Lake, County of Salt Lake, State of Utah, and is more particularly described as follows:

Commencing at the Southwest corner of Lot 3, Block 25, Plat "A," Salt Lake City Survey, running thence East 220 feet, thence North 82.5 feet, thence West 220 feet, thence South 82.5 feet to the place of beginning.

The easement and right of way hereby granted covers a strip of land seventeen (17) feet in width over and across the above described land, more particularly described as follows:

A strip of land seventeen (17) feet in width curving from the West boundary line easterly and running along the north

boundary of the property, said curve to be constructed on such a degree as is necessary under sound railroad engineering principals for the proper construction, operation, and maintenance of said railroad spur track, but said right of way shall not be closer than seventeen and one-half (17-1/2) feet to the proposed building of the Grantor, the North line of the construction of which is approximately thirty-four and one-half (34-1/2) feet from the North line of the property described.

To have and to hold said easement and right of way unto WYCOFF WAREHOUSE, INC., its successors and assigns forever.

Grantee shall level and pave the said right of way so that motor vehicle traffic may operate over and upon said right of way.

WYCOFF WAREHOUSE, INC. hereby agrees that if said railroad spur track is not constructed within sixty (60) days from the date of this agreement that it will bear and pay the expenses incurred in repairing any paving surrounding said right of way, including any parking stalls damaged while the said railroad spur track is under construction and pay all costs of any alterations required in or damage to the fencing, and further agrees that whenever said railroad spur may be constructed, it will pave said right of way in a manner that will permit motor vehicles to operate upon and over it.

WYCOFF WAREHOUSE, INC. and D. A. ROBISON, INC. further agree to share equally the costs of erecting a six (6) foot chain link fence running along the West and North boundaries of said above described property, and including a twenty-two (22) foot gate situated on the West boundary.

WYCOFF WAREHOUSE, INC. and D. A. ROBISON, INC. also agree that D. A. ROBISON, INC. have the right any time to construct, operate, and maintain at its own expense an additional spur track coming off the railroad spur track to be constructed by WYCOFF WAREHOUSE, INC. said additional spur track to serve the property herein above described or other adjacent property, as long as said additional spur track in no way interferes with the use by WYCOFF WAREHOUSE, INC. of the original spur track.

It is further agreed by the parties that whereas D. A. ROBISON, INC. is now in the process of constructing a building upon the East boundary of its land,

the description of which is set out above, and whereas in the future WYCOFF WAREHOUSE, INC. may desire to construct a building on its land adjoining the building now under construction; NOW, THEREFORE, it is agreed that the East wall of the building now under construction shall be a party wall and that WYCOFF WAREHOUSE, INC. be entitled to build a building onto the North 47.62 feet of said East wall and to use and build onto said wall doing as little damage as may be possible to the wall in the course of the construction, making good all damage to said wall, and it being further understood that said East wall will not be used in any way by WYCOFF WAREHOUSE, INC.'S construction as a load bearing wall but solely as a partition; that after the completion of the building by WYCOFF WAREHOUSE, INC. such wall shall be maintained and kept in repair at the joint expense of the parties hereto.

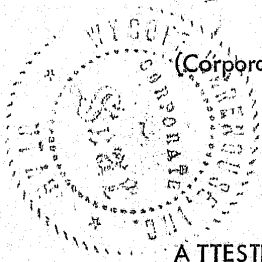
IN WITNESS WHEREOF, the parties hereto have set out their signatures on the date above written.

WYCOFF WAREHOUSE, INC.

ATTESTED BY:

By *M. W. Coff*
President

[Signature]
Secretary
(Corporation Seal)

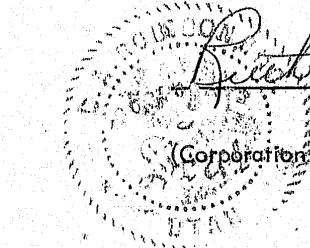


D. A. ROBISON, INC.

ATTESTED BY:

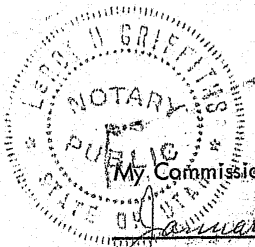
By *D. A. Robison*
President

[Signature]
Secretary
(Corporation Seal)



STATE OF UTAH)
COUNTY OF SALT LAKE)^{SS.}

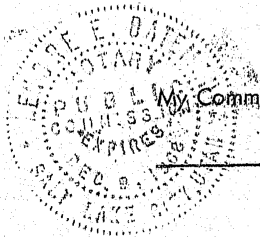
On the 20th day of July, 1962, personally appeared before me M. S. WYCOFF and C. LELAND CLAYTON, who being by me duly sworn, did say that they are the President and Secretary, respectively, of WYCOFF WAREHOUSE, INC., and that said contract for easement and right of way was signed on behalf of said corporation by authority of its by-laws and said M. S. WYCOFF and C. LELAND CLAYTON acknowledge that said corporation executes the same.



Leo H. Griffiths
Notary Public
Residing at *Spurray, Utah*

STATE OF UTAH)
COUNTY OF SALT LAKE)^{SS.}

On the 20th day of July, 1962, personally appeared before me D. A. ROBISON and RUTH M. ROBISON, who being by me duly sworn, did say that they are the President and Secretary, respectively, of D. A. ROBISON, INC., and that said contract for easement and right of way was signed on behalf of said corporation by authority of its by-laws and said D. A. ROBISON and RUTH M. ROBISON acknowledge that said corporation executes the same.



Leo E. Bateman
Notary Public
Residing at *Salt Lake County, Utah*