

(14)

BOOK **883** PAGE **687**

THIS INDENTURE, made the 29th day of February, nineteen hundred and sixty-eight

BETWEEN WHITE-WOODBURY HOTEL CO., a joint venture,

PART 1052 - 1952 NY NEW # 1052, 1053

party of the first part, and J. L. WHITE INVESTMENTS, INC. (50% undivided interest), N. E. BLANKMAN & CO., INC. (16 2/3 undivided interest) and MACRATE-WOODBURY CO. (33 1/3 undivided interest) as Tenants In Common,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) -----
----- dollars,

lawful money of the United States, and other valuable consideration paid
by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part,
the heirs or successors and assigns of the party of the second part forever,

those
~~ALL~~ ~~the~~ certain ~~plots~~ ~~pieces~~ ~~of~~ ~~land,~~ ~~with~~ ~~the~~ ~~buildings~~ ~~and~~ ~~improvements~~ ~~thereon~~ ~~located,~~ ~~situ-~~
ate, lying and being in the County of Weber, State of Utah:

PARCEL A
A part of Lots 8 and 9, Block 26, Plat A, Ogden City Survey;

1052

BEGINNING at northeast corner thereof at a point; the following courses
and distances, westerly and southerly from the northeast corner of
Block 26, at the intersection of the southerly side of 24th Street with
the westerly side of Adams Avenue:

N. 89° 02' W. 222.78 feet and
S. 0° 58' W. 118.00 feet.

THENCE, southerly, westerly, northerly and easterly the following
courses and distances:

S. 62° 21' 40" W. 25.06 feet
S. 0° 58' W. 36.00 feet
N. 89° 02' W. 128.41 feet
N. 0° 58' E. 18.00 feet
N. 89° 02' W. 23.40 feet
N. 0° 58' E. 48.00 feet
S. 89° 02' E. 93.81 feet
S. 0° 58' W. 18.00 feet
S. 89° 02' E. 80.00 feet to point and place of beginning.

Reserving a perpetual easement through the above described Parcel A for
the benefit of the premises owned by the party of the first part, its
successors and assigns, which adjoins the subject premises. The ease-
ment being reserved herein is an easement for ingress and egress to the
remaining premises of the party of the first part, its successors and
assigns, and is described as follows:

A part of Lots 8 and 9, Block 26, Plat A, Ogden City Survey;

BEGINNING at northeast corner thereof; the following courses and distances, westerly and southerly from the northeast corner of Block 26 at the intersection of the southerly side of 24th Street with the westerly side of Adams Avenue:

N. 89° 02' W. 222.78 feet
S. 0° 58' W. 118.00 feet
S. 62° 21' 40" W. 25.06 feet.

THENCE, southerly, westerly, southerly, westerly, northerly and easterly the following courses and distances:

S. 0° 58' W. 18.0 feet
N. 89° 02' W. 44.66 feet
S. 0° 58' W. 18.00 feet
N. 89° 02' W. 20.00 feet
N. 0° 58' E. 18.00 feet
N. 89° 02' W. 43.75 feet
S. 0° 58' W. 18.0 feet
N. 89° 02' W. 20.0 feet
N. 0° 58' E. 36.0 feet
S. 89° 02' E. 128.41 feet to the point and place of beginning.

PARCEL B

A part of Lots 2, 3, 8, and 9, Block 26, Plat A, Ogden City Survey;

BEGINNING at the southeast corner thereof, the following courses and distances westerly and southerly from the northeast corner of Block 26, at the intersection of the southerly side of 24th Street with the westerly side of Adams Avenue:

105-3
S. 0° 58' W. 469.00 feet
N. 89° 02' W. 155.00 feet
N. 0° 58' E. 124.00 feet
N. 89° 02' W. 53.07 feet

THENCE, westerly, northerly and easterly, the following courses and distances:

N. 89° 02' W. 188.52 feet
N. 0° 58' E. 16.50 feet
S. 89° 02' E. 151.81 feet and
S. 64° 49' 20" E. 40.24 feet to the point and place of beginning.

TOGETHER with a non-exclusive Right of Way easement for the benefit of Parcels A and B being conveyed herein and to provide access to the easement area for parking also being granted herein and described below as Parking Easement. This Right of Way easement is to be used solely for ingress and egress of passenger automobiles with no right to park thereon and is described as follows:

CONTINUED ON SCHEDULE I ANNEXED
HERETO AND MADE A PART HEREOF

BOOK 883 PAGE 689

QUITCLAIM DEED
WHITE-WOODBURY HOTEL CO., A JOINT VENTURE
and
J. L. WHITE INVESTMENTS, INC.
N. E. BLANKMAN & CO., INC.
MACRATE-WOODBURY CO.

SCHEDULE I

A part of Lots 2, 8, 9, and 10, Block 26, Plat A, Ogden City Survey;

BEGINNING at northeast corner of Block 26, at the intersection of south side 24th Street with west side Adams Avenue, westerly along southerly side 24th Street 50 feet to point of beginning of proposed easement.

THENCE, southerly, westerly, southerly and easterly the following courses and distances:

S. $0^{\circ} 58'$ W. 43.00 feet
N. $89^{\circ} 02'$ W. 142.78 feet
S. $12^{\circ} 30' 30''$ W. 50.00 feet
S. $0^{\circ} 58'$ W. 38.00 feet
S. $64^{\circ} 24'$ W. 22.36 feet
S. $0^{\circ} 58'$ W. 105.60 feet
S. $89^{\circ} 02'$ E. 2.00 feet
S. $0^{\circ} 58'$ W. 72.00 feet
S. $66^{\circ} 23' 30''$ E. 71.25 feet to a point.

THENCE, westerly, northerly, easterly, northerly and easterly the following courses and distances:

N. $89^{\circ} 02'$ W. 53.07 feet
N. $64^{\circ} 49' 20''$ W. 40.24 feet

THENCE, westerly, northerly, easterly, southerly and northerly, the following courses and distances:

N. $89^{\circ} 02'$ W. 128.41 feet
N. $0^{\circ} 58'$ E. 162.50 feet
S. $89^{\circ} 02'$ E. 20.00 feet
S. $0^{\circ} 58'$ W. 144.00 feet
S. $89^{\circ} 02'$ E. 43.75 feet
N. $0^{\circ} 58'$ E. 144.0 feet
S. $89^{\circ} 02'$ E. 20.00 feet
S. $0^{\circ} 58'$ W. 144.0 feet
S. $89^{\circ} 02'$ E. 44.66 feet to a point.

THENCE, northerly, easterly and northerly the following courses and distances:

N. $0^{\circ} 58'$ E. 180. feet
N. $62^{\circ} 21' 40''$ E. 25.06 feet
N. $60^{\circ} 09' 40''$ E. 55.23 feet
S. $89^{\circ} 02'$ E. 4.78 feet
N. $0^{\circ} 58'$ E. 40.00 feet

S. 89° 02' E. 133.00 feet
N. 0° 58' E. 23.0 feet by the southerly side of 24th Street.

THENCE, easterly along the southerly side of 24th Street S. 89° 02' E. 30.0 feet to the point and place of beginning.

TOGETHER with a non-exclusive right to park automobiles and other passenger vehicles in that portion of the hotel premises described as follows:

BEGINNING at the northeast corner thereof at a point; the following courses and distances, westerly and southerly from the northeast corner of Block 26, Plat A, Ogden City Survey, at the intersection of the southerly side of 24th Street with the westerly side of Adams Avenue:

N. 89° 02' W. 222.78 feet
S. 0° 58' W. 118.00 feet
S. 62° 21' 40" W. 25.06 feet and
S. 0° 58' W. 36.00 feet

THENCE, southerly, westerly, northerly and easterly the following courses and distances:

S. 0° 58' W. 162.50 feet
N. 89° 02' W. 151.81 feet
N. 0° 58' E. 180.50 feet
S. 89° 02' E. 23.40 feet
S. 0° 58' W. 18.00 feet and
S. 89° 02' E. 128.41 feet to the point and place of beginning.

This right to share the use of the above described hotel parking area is expressly limited by the party of the first part to the following:

1. The tenants and their successors of the land, building and premises presently known as the White City Bowl, and the employees and patrons of same, to and including June 30, 1978.
2. The tenants and their successors of the land, building and premises presently known as the Virginia Professional Building, their respective employees and patrons, but limited to 30 spaces in joint-parking area.

The granting of the above joint-parking rights contained herein is subject to the Right of Way easement described above and is expressly conditioned upon the grantees, their successors and assigns, paying the following expenses in connection with the said parking area within thirty (30) days of bills being rendered therefor by the grantor, its successors and assigns; and the right to use such joint-parking area shall terminate and become null and void and of no further force and effect if default in such payment be not cured within fifteen (15) days after receipt of written notice specifying such default.

- A. Cleaning and snow removal.
- B. Repair and maintenance and keeping the stripes clearly marked thereon.

The judgment of the grantor, its successors and assigns, shall be determinative of the need to perform the maintenance and repair work described herein.

The party of the first part expressly reserves all of its rights as owner of the above described parking area subject to the specific non-exclusive parking rights granted herein.

The granting of the above joint-parking rights contained herein is hereby also made subject to and conditional upon the use of Parcels A and B described above, solely for the purposes of parking of automobiles and other passenger vehicles thereon, and to provide access to the above described parking area. In the event of any other use of either Parcels A or B, then the grantees right to use the above described parking area contained herein shall be automatically extinguished and rendered null and void, upon failure to discontinue such use after thirty(30) days written notice to discontinue same. The South 25 feet of Parcel B may be used for purposes other than parking.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to existing leases and rights of parties in possession.

SUBJECT to easements, covenants, restrictions, rights of way, and party wall agreements, of record.

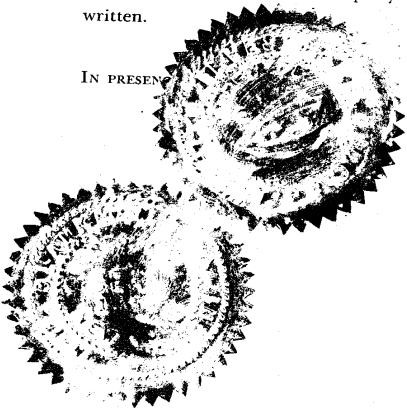
SUBJECT to a mortgage made by WHITE-WOODBURY HOTEL, INC. to MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, dated and recorded in Weber County, State of Utah, the 27th day of January, 1966, as Entry #468015, in the original amount of \$925,000.

~~AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.~~

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESEN



WHITE-WOODBURY HOTEL CO., a joint venture
J. I. WHITE INVESTMENTS, INC.

By

N. E. BLANKMAN & CO., INC.

By

MACRATE-WOODBURY CO.

By

By

Wallace Woodbury
William J. ...

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Quitclaim Deed

TITLE NO. _____

TO _____

SECTION _____
BLOCK _____
LOT _____
COUNTY OR TOWN _____

Recorded at Request of
HOME TITLE DIVISION
CHICAGO TITLE INSURANCE COMPANY
Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
HOME TITLE DIVISION
CHICAGO TITLE
INSURANCE COMPANY

Woodbury Corp
Zip No. _____

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

STATE OF ~~NEW YORK~~)
COUNTY OF ~~NASSAU~~)
~~SALT LAKE~~

On this 29th day of February, 1968, personally appeared before me NORMAN E. BLANKMAN, who being by me duly sworn did say that he is the President of N. E. BLANKMAN & CO., INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said NORMAN E. BLANKMAN, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

My Commission Expires 7/25/71

Kath B. Sorenson
Notary Public - residing in
Salt Lake City, Utah

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 20th day of February, 1968, personally appeared before me Willard R. Woodbury and William F. Kavate partners of MACRATE-WOODBURY CO., who duly acknowledged to me that they executed the foregoing instrument.

My Commission Expires 7/25/71

Kath B. Sorenson
Notary Public - residing in
Salt Lake City, Utah

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this _____ day of _____, 19____, personally appeared before me _____, partner of MACRATE-WOODBURY CO., who duly acknowledged to me that he executed the foregoing instrument.

Notary Public - residing in

UTAH
STATE OF ~~NEW YORK~~)
COUNTY OF ~~NASSAU~~)
SALT LAKE)

On this 27th day of February, 1968, personally appeared before me NORMAN E. BLANKMAN, who being by me duly sworn did say that he is the President of J. L. WHITE INVESTMENTS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said NORMAN E. BLANKMAN, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

My Commission
Expires 7/25/71

Keith B. Gormanson
Notary Public - residing at
Salt Lake City, Utah

501365

\$ 11.80

FILED AND RECORDED FOR
Woodbury Corp.
FEB 5 1968

711 E. So. Temple
SLC

Edith B. White

1968
Indexed
Recorded
Compared