

1649700

73
BOOK 1593 PAGE 73

MAR 9 1959

Recorded _____ at 10:29 a.m.
Request of Ballard & Co.
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ \$ 4.00 By [Signature] Deputy
Ref. _____

RIGHT OF WAY GRANT

816 So. MAIN

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, The Denver and Rio Grande Western Railroad Company, a corporation of the State of Delaware, qualified to do business in the State of Utah, herein referred to as the "Grantor," represents that it owns a strip of land situated in Salt Lake City, Salt Lake County, State of Utah, which extends from the South side of Eighth South Street to the North side of Ninth South Street, and is particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot 1, Walker Subdivision of Block 4, Plat "A", Salt Lake City Survey, and running thence South along the West boundaries of Lots 1, 2, 3, 4 and 5 of said Subdivision 660 feet, more or less, to the Southwest corner of said Lot 5; thence West 15 feet, more or less, to the Southeast corner of Lot 10 of said Subdivision; thence North along the East boundaries of Lots 10, 9, 8, 7 and 6 of said Subdivision 660 feet, more or less, to the Northeast corner of said Lot 6; thence East 15 feet, more or less, to the Northwest corner of said Lot 1, the place of beginning,

which said above described strip of land is herein sometimes referred to as the "15 foot strip"; and

WHEREAS, Ballard Motor Company, a Utah Corporation, herein referred to as the "Grantee," represents that said Grantee owns the following described property abutting said 15 foot strip, to-wit:

The South 15 feet of Lot 1, and all of Lot 2 of said Subdivision,

which said property is herein sometimes referred to as "Grantee's property,"

NOW, THEREFORE, in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable

consideration paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor hereby gives and grants to Grantee a perpetual right of way and easement over, upon and across said 15 foot strip as a means of ingress to and egress from Grantee's property for automobiles, trucks and other vehicles and for pedestrians.

The grant of this right of way shall not be exclusive but shall be subject to the right of Grantor to use said 15 foot strip for motor vehicles and for railroad industry trackage purposes as otherwise herein provided and to extend to other owners of property abutting said 15 foot strip rights of way for ingress to and egress from their respective properties.

This grant of right of way is subject to the right of Grantor to retain in place and maintain its track now located on a portion of said 15 foot strip; to construct and maintain additional tracks or extend its present track upon said 15 foot strip, to operate its railroad equipment upon and over any of such track whether presently in place or which may hereafter be constructed by Grantor, and to spot or set, load and unload freight cars upon such track or tracks. In case additional tracks or extension or extensions of the present track are constructed by Grantor on said 15 foot strip at any time or from time to time or in case Grantor shall make repairs to any of its tracks upon said 15 foot strip, Grantor will without cost or expense to Grantee replace the surface disturbed by such construction or repair work in as good condition as it

was at the time of the commencement of such construction or repair work. Grantor shall be under no obligation to maintain the surface of said 15 foot strip except as hereinabove in this paragraph provided.

Grantee shall have the right at any time and from time to time to grade, gravel, pave, hardtop or otherwise improve, repair and maintain said 15 foot strip or any portion or portions thereof for roadway purposes. Any such repair, improvement or maintenance shall be without expense or cost to Grantor. Any such road improvement shall be on even grade with Grantor's track or tracks and shall be made in such a manner as will not impair or interfere with the use or utilization of said track or tracks.

No automobiles, trucks or other vehicles will be authorized to park or stand on said 15 foot strip. Grantor will not store freight cars upon its track or tracks located on said 15 foot strip.

It is understood and agreed that Grantee shall use the right of way herein granted at Grantee's own risk.

The right of way herein granted shall be an appurtenance to Grantee's property and shall be binding upon and inure to the benefit of the successors in interest of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the 27th

day of January, 1959.

THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY

By *G. B. Aydelott*
Its President

Attest:
Chandra G. Ballard
Secretary

BALLARD MOTOR COMPANY, a
Utah corporation

By *M. R. Ballard*
President

By *Chandra G. Ballard*
Secretary

Attest:
Chandra G. Ballard
Secretary

STATE OF Colorado)
City and County of Denver) SS.

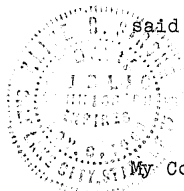
On the 25th day of February, 1959,
personally appeared before me G. B. Aydelott,
who being by me duly sworn, did say that he is the
President of The Denver and Rio Grande
Western Railroad Company, and that said instrument was
signed in behalf of said corporation by authority of a
resolution of its board of directors, and said
G. B. Aydelott acknowledged to me that said
corporation executed the same.

Helen R. Broderick
Notary Public

My Commission Expires: June 12, 1962
Residing at: Denver, Colorado

STATE OF UTAH }
COUNTY OF SALT LAKE } SS.

On the 27th day of January, 1959,
personally appeared before me Melvin R. Ballard and
Chaundra Ballard, who being by me duly sworn,
did say that they were respectively the President
and Secretary of Ballard Motor Company, a Utah
corporation, and that said instrument was signed
in behalf of said corporation by authority of a resolution
of its board of directors and said Melvin R. Ballard
and Chaundra Ballard acknowledged to me that
said corporation executed the same.



Elmer D. Strong
Notary Public

My Commission Expires:
11-6-60

Residing at: Salt Lake City, Utah