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OCT 23 1973
10:16A
Title Insurance Agency of Utah
JAMES W. ...

AGREEMENT

3577288

This Agreement made this 7TH day of May, 1973, by and between the Redevelopment Agency of Salt Lake City, a public corporation, hereinafter referred to as "Agency", the Main Parking Mall, a Utah corporation, hereinafter referred to as "Main", and the owners of that certain property and right-of-way which is the subject of an Agreement recorded April 5, 1968, in Book 2646, Page 377, Entry No. 2240208, in the Office of the Recorder of Salt Lake County, Utah, and other property owners having an interest in said right-of-way, hereinafter referred to as "The Under-signed."

WHEREAS, the Agency has undertaken a neighborhood development project as authorized by the Utah Neighborhood Development Act in Block 58, Plat "A", Salt Lake City Survey; and

WHEREAS, the Agency has acquired and is in the process of acquiring through negotiation and condemnation certain real property located in said Block 58, Plat "A", and desires to purchase from Main all of their rights, title, and interest in that certain real property owned by Main and described as follows, to-wit:

Parcel "A": Part of Lot 2, Block 58, Plat "A", Salt Lake City Survey, beginning at a point 222.75 feet North from the Southwest corner of said Lot; thence East 82.5 feet; thence South 55 feet; thence West 82.5 feet; thence North 55 feet to beginning.

SUBJECT TO a Right of Way over the South 5 feet thereof, and Excepting instruments describing said Right of Way between other persons.

ALSO a Right of Way: Beginning at a point 78.25 feet West from the Southeast corner of said Lot; thence North 160 feet; thence West 4.25 feet; thence North 7.75 feet; thence West 82.5 feet; thence South 20 feet; thence East 78.25 feet; thence South 147.75 feet; thence East 8.5 feet to the point of beginning.

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Parcel "B": COMMENCING at a point 38 feet 6 inches West of the Southeast corner of Lot 3, Block 58, Plat "A", Salt Lake City Survey, and running thence West 38 feet 6 inches; thence North 140 feet; thence West 4-1/2 inches; thence North 190 feet; thence East 77 feet 4-1/2 inches; thence South 165 feet; thence West 38 feet 6 inches; thence South 165 feet to beginning.

TOGETHER WITH a right of way so far as the same is appurtenant to and affects the above described land, over the following: Beginning at a point 148 feet North from the Southeast corner of said Lot 3, and running thence North 17 feet; thence West 38 feet 6 inches; thence South 17 feet; thence East 38 feet 6 inches to the point of beginning.

Parcel "C": COMMENCING at a point 2-1/2 rods West of the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence West 2-1/2 rods; thence North 13-1/2 rods; thence East 2-1/2 rods; thence South 13-1/2 rods to beginning.

SUBJECT TO a Right of Way over the West 4-1/4 feet thereof.

Parcel "D": COMMENCING at a point 45 feet South and 10 feet West of the Northeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence West 155 feet; thence South 62-1/4 feet; thence East 123-3/4 ft.; thence North 8-1/4 feet; thence East 31-1/4 feet; thence North 54 feet to the place of beginning.

Parcel "E": COMMENCING at a point 10 feet West from the Northeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey, and running thence West 155 feet; thence South 45 feet; thence East 155 feet; thence North 45 feet to the place of beginning.

TOGETHER WITH a perpetual right-of-way over a certain alley way on the East side of said Lot 2, leading out of 3rd South Street and extending North the entire length of said Lot 2, situated in the city and county of Salt Lake, State of Utah.

Parcel "F": COMMENCING at the Northeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey; and running thence West 10 feet; thence South 45 feet; thence East 10 feet; thence North 45 feet to the place of beginning.

Parcel "G": COMMENCING 165 feet South of the Northeast corner of Lot 7, Block 58, Plat "A", Salt Lake City Survey; and running thence West 55 feet; thence South 82-1/2 feet; thence East 55 feet; thence North 82-1/2 feet to the place of beginning.

TOGETHER WITH a perpetual right of way over: Commencing 165 feet South of the Northeast corner of said Lot 7; thence West 55 feet; thence North 7-1/2 feet thence East 55 feet; thence South 7-1/2 feet to the place of beginning.

SUBJECT TO a Right of Way over: Commencing 165 feet South of the Northeast corner of said Lot 7; and running thence West 55 feet; thence South 7-1/2 feet; thence East 45 feet; thence South 75 feet; thence East 10 feet; thence North 82-1/2 feet to the place of beginning.

Parcel "H": COMMENCING at a point 10 feet West of the Southeast corner of Lot 7, Block 58, Plat "A", Salt Lake City Survey, and running thence West 44-1/2 feet; thence North 5 rods; thence East 54-1/2 feet; thence South 10 feet; thence West 10 feet; thence South 15 feet; thence East 10 feet; thence South 29-1/2 feet; thence West 10 feet; thence South 28 feet to the place of beginning.

TOGETHER WITH a right of way over: Commencing 28 feet North of the Southeast corner of said Lot 7, and running thence West 10 feet; thence South 358 feet; thence East 10 feet; thence North 358 feet to the place of beginning.

and shown as property "A" on the attached map which is incorporated herein and made a part hereof; and

WHEREAS, Main is a Utah corporation whose stock is held by persons who are also owners of individual parcels of real property located in Block 58, Plat "A", fronting Main Street in Salt Lake City, and shown as collectively as property "B" on the attached maps; and

WHEREAS, Main purchased said property "A" to be used as a public parking lot and now operates said property as a public parking facility in order to provide parking in Block 58, Plat "A", and to encourage retail and commercial trade in the buildings located on property "B" which they own. Said parking facility enhances the value of property "B" as desirable commercial space in that said properties are closely accessible to offstreet parking; and

WHEREAS, the Agency and Main recognize that if the Agency purchases the above described property "A" from Main, that the shareholders of Main, who are also the owners of property "B", will suffer damage to their commercial properties "B" along Main Street by the taking of property

"A" unless said property "B" continues to have adequate service access, convenient public parking, and rear entrance pedestrian access which they now enjoy by virtue of owning property "A"; and

WHEREAS, the Agency desires to acquire from Main and The Undersigned all of their rights, title, and interest in that certain real property shown on the attached map as property "C" owned by Main and The Undersigned and described as follows, to-wit:

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 44.5 feet; thence South 487.5 feet to a point due West of the point of beginning; thence East 10 feet to the place of beginning.

for the purpose of including said property in the redevelopment project subject to a right-of-way to be retained by Main and The Undersigned; and

WHEREAS, Main and The Undersigned desire to acquire from the Agency an enlarged right-of-way in order to insure that Main and The Undersigned have sufficient access to the rear of the properties owned by The Undersigned.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, it is mutually agreed by and between the Agency and Main and The Undersigned as follows:

1. Main hereby agrees to sell and Agency hereby agrees to purchase the property herebefore described as property "A" situated in Salt Lake City, Salt Lake County, State of Utah, together with all buildings and improvements thereon.

2. The purchase price shall be Five Hundred Twenty-Four Thousand Five Hundred Dollars (\$524,500.00) for the fee interest plus an additional sum of Twenty-Nine Thousand Nine Hundred Dollars (\$29,900.00) being the appriased value of the leasehold interest presently held by the Palace Theater Corporation under that certain lease dated July 1, 1971, by and between the Main Parking Mall, Lessor, and the Palace Theater Corporation, Lessee. Before the purchase price is paid, Main shall be required to furnish to the Agency a Quit Claim Deed between the present owner of the leasehold interest, as grantor, and the Agency, as grantee. The Quit Claim Deed shall be satisfactory to the Attorney for the Agency and shall be evidence that Main has compensated or otherwise given value to the owner of the leasehold estate for this interest in the above described property.

3. Main shall convey by Warranty Deed to the Agency a valid title to the land satisfactory to the Attorney for the Agency, free and clear of all mineral rights, easements, restrictions, leases, judgments, taxes, and assessments, existing or inchoate, liens or encumbrances of any sort, subject, however to the exceptions or existing easements specifically set forth in the attached property description of property "A", at the date of payment by the Agency of the purchase price, together with all buildings and improvements, hereditaments, and appurtenances, thereunto belonging or in anywise appertaining and together with all their rights, title, and interest in and to any streets, roads, avenues, alleys, alleyways, and rights-of-way, abutting or in anywise appertaining to the land herein described. Taxes, rents, insurance, and other expenses of the property shall be prorated as of date of possession between Main and the Agency. Main agrees at their expense to pay the cost of recording all deeds or other evidences of title necessary in the opinion of the Attorney for the Agency to vest in the Agency valid and satisfactory title to the land. Main agrees to furnish to the Agency

without expense to the Agency an abstract of title brought to date or at Main's ✓
option a policy of title insurance in the name of the Agency covering the
property. If Main elects to provide title insurance, the Agency may deter-
mine the insuring company writing the policy, so long as its title insurance rates
are competitive.

4. Payment of the purchase price specified in Paragraph 2, but
without any interest thereon, shall be made upon conveyance to the Agency of
title to the land and approval thereof by the Attorney for the Agency, and
shall be full and just compensation for all obligations of the Agency here-
under and all claims which Main may have or assert by reason of the posses-
sion or occupancy of the land by the Agency, whether acquisition be by direct
purchase or through condemnation proceedings as provided in Paragraph 6
hereof.

5. Loss or damage to the land, buildings, or improvements
thereon shall be at the risk of Main until possession thereof has been sur-
rendered or until title thereto has been conveyed to the Agency, whichever
occurs first. In the event of any loss or damage to said land, buildings, or
improvements prior to such surrender of possession or conveyance of title,
as the case may be, the Agency may make whatever adjustments in the pur-
chase price that may be appropriate and reasonable to cover any such loss
or damage.

6. In the event that the Agency considers it necessary or advan-
tageous to its interests to have the land acquired through condemnation pro-
ceedings, Main agrees that the price stated in Paragraph 2, which they
hereby declare to be the fair market value of the land inclusive of every
interest herein not expressly excepted in Paragraph 1 hereof, shall be the
full and just compensation payable by the Agency for the taking of the land,
and that any and all awards of just compensation of any and all other parties

shall be payable and deductible from said sum. Main further agrees that in the event of the institution of condemnation proceedings, this offer and the acceptance thereof shall constitute and be a stipulation which may be filed in such condemnation proceedings fixing the fair market value and just compensation to be paid for the taking thereof in the amount of the contract price herein set forth.

7. The Agency agrees that in consideration of Main selling property "A" to the Agency for the purchase price herein stated, the Agency herewith covenants with Main that no contract or agreement will be executed with any individuals, firms, or corporations selected by the Agency to develop the land now owned or to be acquired by the Agency in Block 58, Plat "A", as part of the redevelopment project which does not expressly provide for the following guarantees: That reasonable and adequate parking facilities will be provided as part of the redevelopment project within Block 58, Plat "A". The parking facility or facilities shall be reasonably accessible and convenient to the public and potential customer of property "B". Said parking facility or facilities may be publicly or privately owned, and may be located above, below, or at ground level so long as reasonable access is provided between said parking facility or facilities and property "B" to permit persons parking in said parking facility or facilities reasonable access to the rear entrances of buildings located on property "B". The term "reasonable and adequate parking" shall include not less than 160 vehicle parking spaces which shall be included in any redevelopment plans approved by the Agency as part of the redevelopment of Block 58, Plat "A".

8. As part of the consideration contained herein, Main and The Undersigned hereby agree to convey to the Agency all of their rights, title, and interest in and to that certain property situated in Salt Lake City, Salt

Lake County, Utah, and shown on the attached map as property "C" incorporated herein and made a part hereof, and more particularly described as follows, to-wit:

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 44.5 feet; thence South 487.5 feet to a point due West of the point of beginning thence East 10 feet to the place of beginning.

9. Following the conveyance of property "A" described in Paragraph 1 herein, the Agency hereby agrees to sell and Main hereby agrees to purchase the following described property to be designated property "E" situated in Salt Lake City, Salt Lake County, State of Utah, and described as follows, to-wit:

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 5 feet; thence South 502.5 feet thence East 5 feet to the place of beginning,

together with and subject to an undivided interest in and to a right-of-way as shown on the attached map as property "D" and more particularly described as follows, to-wit:

A perpetual right-of-way for all purposes of ingress and egress in common with others upon and over the surface of the real estate 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. 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 grantees right of pedestrian and vehicle ingress and egress. Vehicles shall be excluded from the Easternly 5 feet of said right-of-way.

10. The purchase price for property "D" and property "E" shall be Sixteen Thousand Six Hundred Thirty Dollars (\$16,630.00). Conveyance by the Agency of the fee interest in property "E" and the right-of-way interest designated property "D" to Main shall be made by a Quit Claim Deed. Delivery of the deed and payment of the purchase price shall be made at the same time as conveyance of property "A" as further described in Paragraph 4 herein.

11. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the properties described herein, and any such deed shall not be deemed to affect or impair the provisions or covenants of this Agreement which are intended to continue following the delivery of any deed.

12. Conveyance by Main and The Undersigned to the Agency of the fee title interest to real property "C" as described in Paragraph 8, and the conveyance by the Agency to Main and The Undersigned of the right-of-way interest known as property "D" as described in Paragraph 9 shall be made by a Quit Claim Deed executed by the parties and delivered at the time of the conveyance of property "A".

13. Main and The Undersigned recognize and agree that as a result of the major redevelopment project anticipated for Block 58, Plat "A", by the Agency, including extensive demolition of existing buildings and the construction of new buildings, sidewalks, access ways, rights-of-way, and parking facilities customary to such undertakings, that the parking spaces agreed to in Paragraph 6, and the ingress and egress over and upon the right-of-way which the Agency will convey as agreed to in Paragraph 9, will be subject to interruption or temporary discontinuance during the period of demolition and construction. The Agency will use all reasonable means to minimize to the disruption of service and pedestrian access, along the

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right-of-way, streets, sidewalks, and parking, which will occur as a result of the redevelopment of Block 58, Plat "A".

14. The Agency and Main and The Undersigned agree that the Agency shall provide an opportunity for one or more representatives of Main to discuss proposed redevelopment plans with the individuals, firms, or corporations selected as the project developer in order that any redevelopment plan may be coordinated with the guarantees and covenants herein set forth and the improvements now existing on property "B".

15. It is agreed and understood that the covenants contained herein are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

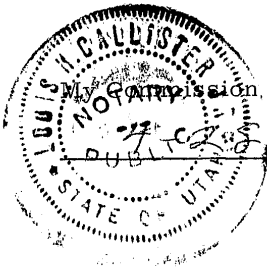
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

THE MAIN PARKING MALL,
a corporation

By *Alvin A. Perry, Vice Pres.*

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 31 day of May, 1973, personally appeared before me David S. Romney, who being by me duly sworn, did say that he is the Vice President of The Main Parking Mall, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said David S. Romney acknowledged to me that said corporation executed the same.



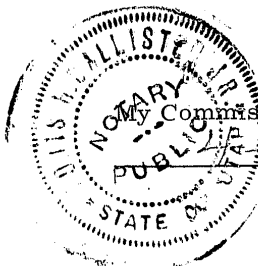
Louis H. Callister
NOTARY PUBLIC
Residing at Salt Lake City, Utah

GEORGE ROMNEY & SONS COMPANY,
a corporation

By David S. Romney Pres

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 31st day of May, 1973, personally appeared before me David S. Romney, who being by me duly sworn, did say that he is the President of George Romney & Sons Company, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said David S. Romney acknowledged to me that said corporation executed the same.



Louis H. Callister
NOTARY PUBLIC
Residing at Salt Lake City, Utah

TRACY COLLINS BANK AND TRUST CO.,
a corporation, Trustee under the Last Will
and Testament of James W. Collins,
Deceased

By James W. Collins

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 18 day of ^{July} ~~May~~, 1973, personally appeared before me Frank E. Diston, who being by me duly sworn, did say that he is the Sr. Vice-President and Trust Officer of Tracy Collins Bank & Trust Company, a corporation, Trustee under the Last Will and Testament of James W. Collins, Deceased, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said Frank E. Diston acknowledged to me that said corporation executed the same.

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

My Commission Expires:
4-1-1977

Ruth Marie O'Brien
Ruth Marie O'Brien

STATE OF CALIFORNIA)
) ss. :
COUNTY OF SANTA CLARA)

On the 30th day of July, in the year of 1973, before me, Ruth Marie O'Brien, a Notary Public of said State, duly commissioned and sworn, personally appeared Ruth Marie O'Brien known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ALBERT A. HANSEN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Feb. 13, 1976
My Commission Expires:

Albert A. Hansen
NOTARY PUBLIC
Residing at:

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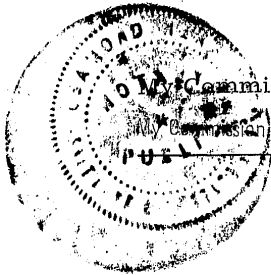
CALLISTER INVESTMENT COMPANY,
a corporation

By Louis H. Callister
Vice President

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 6 day of June, 1973, personally appeared before me Louis H. Callister, who being by me duly sworn, did say that he is the Vice President of the Callister Investment Company, a corporation, and that said instrument was signed in behalf of said corporation by a resolution of its board of directors and said Louis H. Callister, acknowledged to me that said corporation executed the same.

Rosamond Besson
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:
June 27, 1976

I. J. Wagner
I. J. Wagner

Ilene J. Wagner
Ilene J. Wagner, his wife

Abe Wagner
Abe Wagner

Barbara Wagner
Barbara Wagner, his wife

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 7th day of June, 1973, personally appeared before me, I. J. Wagner and Ilene J. Wagner, his wife, and Abe Wagner and Barbara Wagner, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Rosamond Besson
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:
June 27, 1976

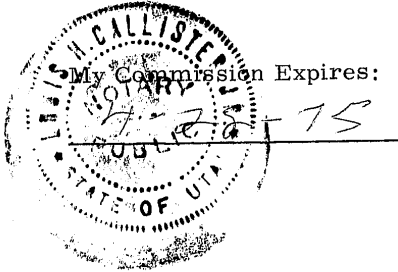
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I. J. Wagner
I. J. Wagner, Attorney-in-Fact
for Leona W. Pearlman

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 3 day of May, 1973, personally appeared before me,
I. J. Wagner, Attorney-in-Fact for Leona W. Pearlman, the signer of the fore-
going instrument, who duly acknowledged to me that he executed the same.

Lawrence Callister
NOTARY PUBLIC
Residing at Salt Lake City, Utah



Henry Pullman
Henry Pullman

Helen Pullman
Helen Pullman, his wife

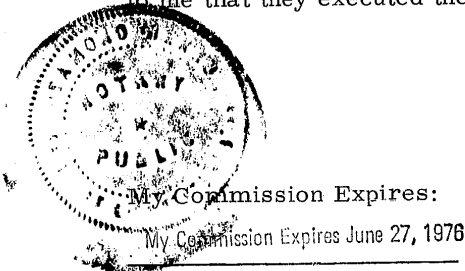
Jack Pullman
Jack Pullman

Victoria Pullman
Victoria Pullman, his wife

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 11th day of May, 1973, personally appeared before me
Henry Pullman and Helen Pullman, his wife, and Jack Pullman and Victoria
Pullman, his wife, the signers of the foregoing instrument who duly acknowledged
to me that they executed the same.

Rosamond Herron
NOTARY PUBLIC
Residing at Salt Lake City, Utah



Henry Pullman
Henry Pullman

Helen Pullman
Helen Pullman, his wife

Jack Pullman
Jack Pullman
Trustees

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 11th day of May, 1973, personally appeared before me Henry Pullman, Helen Pullman, his wife, and Jack Pullman, Trustees, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Rosamond Herson
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:
June 27, 1976

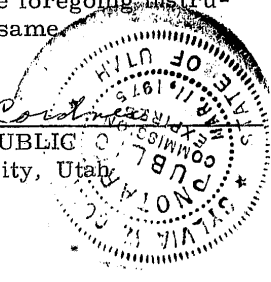
Samuel Weller
Samuel Weller

Lila Weller
Lila Weller, his wife

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 7th day of May, 1973, personally appeared before me Samuel Weller and Lila Weller, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Sylvia W. Cochrane
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:
March 11, 1975

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TRACY COLLINS BANK AND TRUST CO.,
a corporation, Agent for Masonic Founda-
tion

By Frank E. Diston

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 18 day of ~~May~~ ^{July}, 1973, personally appeared before me
Frank E. Diston, who being by me duly sworn, did say
that he is the SR. Vice President and Trust Officer of the Tracy Collins Bank & Trust
Company, a corporation, Agent for Masonic Foundation, and that said instru-
ment was signed in behalf of said corporation by a resolution of its Board of
directors and said Frank E. Diston acknowledged to me that he is the
corporation executed the same.

Bert Putrud
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

4-1-1977

✓ J. T. Finlen, Jr.
J. T. Finlen, Jr.

✓ Ruth R. Finlen
Ruth R. Finlen, his wife

STATE OF ~~MISSOURI~~ ^{MONTANA})
) ss.:
COUNTY OF ~~MISSOURI~~ ^{MISSOULA})

I hereby certify that on this day before me, an officer duly author-
ized in the state aforesaid and in the county aforesaid to acknowledgments,
personally appeared J. T. Finlen, Jr. and Ruth R. Finlen, his wife, to me
known to be the persons described in and who executed the foregoing instru-
ment, and severally acknowledged to me that they executed the same.

WITNESS my hand and official seal in the county and state last
aforesaid this 13th day of July, 1973.

Henry A. Haines
NOTARY PUBLIC
Residing at: Missoula, Montana

Commission Expires:
September 1, 1975

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David Keith, Jr.
David Keith, Jr.

Mary O. Keith
Mary O. Keith, his wife

STATE OF MONTANA)
) ss.:
COUNTY OF GALLATIN)

On this 8th day of July, in the year 1973, before me Patricia A. Reiter personally appeared David Keith, Jr., and Mary O. Keith known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Patricia A. Reiter
NOTARY PUBLIC

Residing at:

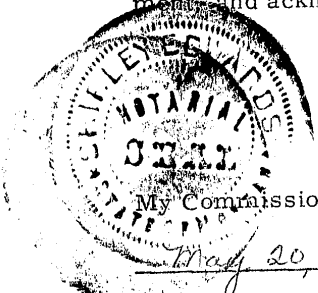
My Commission Expires:
Notary Public for the State of Montana
Residing at West Yellowstone, Montana
My Commission Expires June 1, 1976

Richard Harney Baldwin
Richard Harney Baldwin
Trustee under the Will of Agnes
Judge Baldwin, Deceased

STATE OF MONTANA)
) ss.:
COUNTY OF Cascade)

On this 13th day of July, in the year 1973, before me Shirley Edwards personally appeared Richard Harney Baldwin, Trustee under the Will of Agnes Judge Baldwin, Deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Shirley Edwards
NOTARY PUBLIC
Residing at: Great Falls, Montana



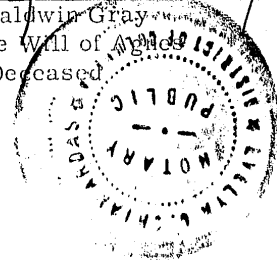
My Commission Expires:

May 20, 1974

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Elizabeth Fay Baldwin Gray

Elizabeth Fay Baldwin Gray
Trustee under the Will of Agnes
Judge Baldwin, Deceased



WASHINGTON)
) ss.:
DISTRICT OF COLUMBIA)

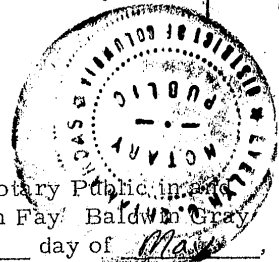
I, Evelyn O. Cheamardas, a Notary Public in and for the District of Columbia do hereby certify that Elizabeth Fay Baldwin Gray, Trustee under the Will of Agnes Judge Baldwin, Deceased, party to a certain agreement bearing date on the 17th day of May, 1973, and hereto annexed, personally appeared before me in said District, the said Elizabeth Fay Baldwin Gray, Trustee under the Will of Agnes Judge Baldwin, Deceased, being personally well known to me as the person who executed the said agreement, and acknowledged the same to be her act and deed.

Evelyn O. Cheamardas
NOTARY PUBLIC
Residing at: Arlington, Va.

My Commission Expires:

May 31, 1974

Elizabeth Fay Baldwin Gray
Elizabeth Fay Baldwin Gray



WASHINGTON)
) ss.:
DISTRICT OF COLUMBIA)

I, Evelyn O. Cheamardas, a Notary Public in and for the District of Columbia do hereby certify that Elizabeth Fay Baldwin Gray, party to a certain agreement bearing date on the 17th day of May, 1973, and hereto annexed, personally appeared before me in said District, the said Elizabeth Fay Baldwin Gray being personally well known to me as the person who executed the said agreement, and acknowledged the same to be her act and deed.

Evelyn O. Cheamardas
NOTARY PUBLIC
Residing at: Arlington, Va.

My Commission Expires:

May 31, 1974

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Weston E. Hamilton

Weston E. Hamilton

Myrl W. Hamilton
Myrl W. Hamilton, his wife

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

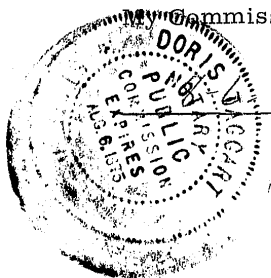
On the 25 day of September, 1973, personally appeared before me Weston E. Hamilton and Myrl W. Hamilton, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Doris Jaggart

NOTARY PUBLIC

Residing at Salt Lake City, Utah

My Commission Expires:



75

William P. Harlin
William P. Harlin

Mary Louise Harlin
Mary Louise Harlin, his wife

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

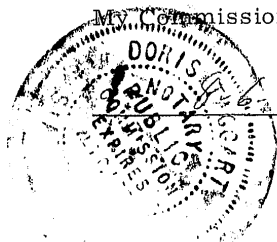
On the 25 day of September, 1973, personally appeared before me William P. Harlin and Mary Louise Harlin, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Doris Jaggart

NOTARY PUBLIC

Residing at Salt Lake City, Utah

My Commission Expires:



75

BORN 3/13 1912

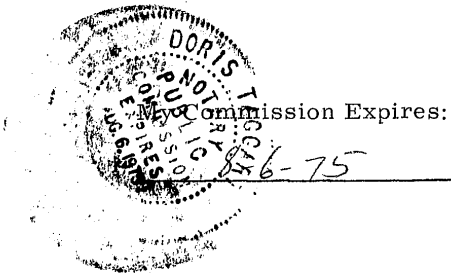
Elizabeth E. Simmons
Elizabeth E. Simmons

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 25 day of September, 1973, personally appeared before me Elizabeth E. Simmons, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Doris Jaggart
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
6-75



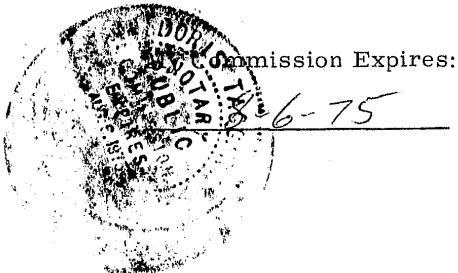
Ilene J. Wagner
Ilene J. Wagner

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 25 day of September, 1973, personally appeared before me Ilene J. Wagner, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Doris Jaggart
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
6-75



Geraldine C. Callister
Geraldine C. Callister

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 8 day of October, 1973, personally appeared before me Geraldine C. Callister, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Geraldine C. Callister
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
8-75



BOOK 2443 PAGE 257

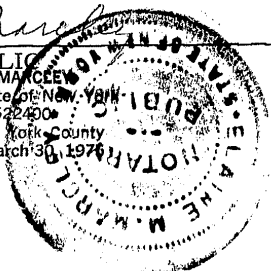
x *Harris J. Ashton*
Harris J. Ashton

x *Angela M. Ashton*
Angela M. Ashton, his wife

NEW YORK
STATE OF ~~CONNECTICUT~~) ss. :
COUNTY OF NEW YORK)

On the 25th day of September, 1973, personally appeared before me Harris J. Ashton and Angela M. Ashton, his ^{wife} ~~wife~~, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same as their free act and deed.

Elaine M. Marcey
NOTARY PUBLIC
ELAINE M. MARCEY
Residing at ~~Notary Public State of New York~~
No. 31-2522400
Qualified in New York County
Term Expires March 30, 1976



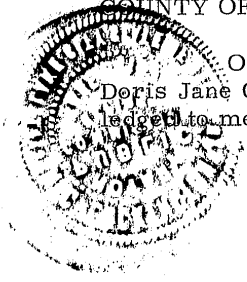
My Commission Expires:

March 30, 1975

BOOK 3143 PAGE 258

Doris Jane O'Brien
Doris Jane O'Brien

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)



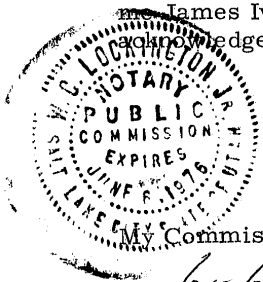
On the 6th day of July, 1973, personally appeared before me Doris Jane O'Brien, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

W.C. Lockington Jr.
NOTARY PUBLIC
Residing at:

My Commission Expires:
6-6-76

James Ivers
James Ivers, a Widower

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)



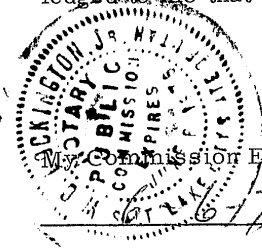
On the 27 day of JUNE, 1973, personally appeared before me James Ivers, a widower, the signer of the within instrument, who duly acknowledged to me that he executed the same.

W.C. Lockington Jr.
NOTARY PUBLIC
Residing at:

My Commission Expires:
6-6-76

Eleanor O. Dahnken
Eleanor O. Dahnken

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)



On the 11th day of July, 1973, personally appeared before me Eleanor O. Dahnken, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

W.C. Lockington Jr.
NOTARY PUBLIC
Residing at:

My Commission Expires:
6-6-76

BOOK 3443 PAGE 259

WALKER BANK AND TRUST COMPANY,
a corporation, Trustee under the Will of
Frances Judge Woodward, Deceased

By R. M. Nelson

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 2nd day of July, 1973, personally appeared
before me R. M. Nelson, who being by me duly sworn,
did say that he is the Vice President of Walker Bank and Trust
Company, a corporation, Trustee under the Will of Frances Judge Woodward,
Deceased, and that said instrument was signed in behalf of said corporation
by a resolution of its board of directors and said R. M. Nelson
acknowledged to me that said corporation executed the
same.

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

W.C. LOCKINGTON, J.P.
NOTARY PUBLIC
COMMISSION EXPIRES
6-76

WALKER BANK AND TRUST COMPANY,
a corporation, Trustee for Etta Keith
Eskridge

By R. M. Nelson

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 2nd day of July, 1973, personally appeared before
me R. M. Nelson, who being by me duly sworn,
did say that he is the Vice President of Walker Bank and Trust
Company, Trustee for Etta Keith Eskridge, and that said instrument was signed
in behalf of said corporation by a resolution of its board of directors and said
R. M. Nelson acknowledged to me that said corporation
executed the same.

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

W.C. LOCKINGTON, J.P.
NOTARY PUBLIC
COMMISSION EXPIRES
6-6-76

BOM 3443 PAGE 250

Margaret E. O'Brien
Margaret E. O'Brien

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 26th day of June, 1973, personally appeared before me Margaret E. O'Brien, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



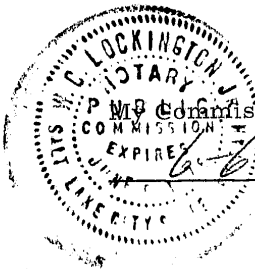
W.C. Lockington Jr.
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
6-6-76

Alexander C. Wallace
Alexander C. Wallace

STATE OF UTAH)
) ss. :
COUNTY OF SALT LAKE)

On the 9th day of July, 1973, personally appeared before me Alexander C. Wallace, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



W.C. Lockington Jr.
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
6-6-76

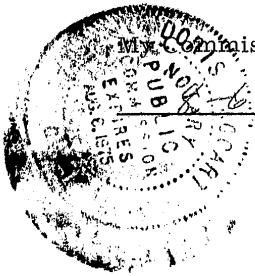
TEN BROADWAY,
a partnership

By Ilene J. Wagner
Ilene J. Wagner, a general partner

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 25 day of May, 1973, personally appeared before me Ilene J. Wagner, a general partner in Ten Broadway, a partnership, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Doris Saggart
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires: _____

ECKER'S
a partnership

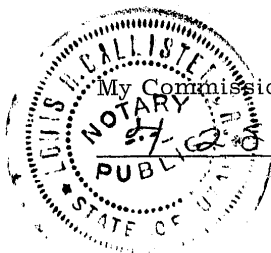
Ray Ecker
Ray Ecker, a partner

Harold S. Ecker
Harold S. Ecker, a partner

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On the 24 day of September ~~May~~, 1973, personally appeared before me Ray Ecker and Harold S. Ecker, general partners, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lynn Callister
NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires: _____

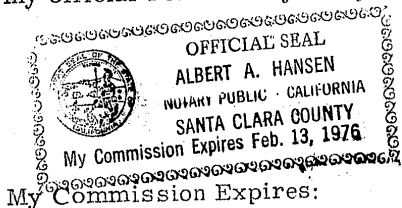
BOOK 3443 PAGE 262

1 Ruth Marie O'Brien, Guardian
Ruth Marie O'Brien, Guardian of the
Estates of Charles A. O'Brien, Colleen
Katherine O'Brien and William M.
O'Brien, Jr.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SANTA CLARA)

On the 30th day of July, in the year of 1973,
before me, Ruth Marie O'Brien, Guardian a Notary Public of said
State, duly commissioned and sworn, personally appeared Ruth Marie O'Brien,
Guardian of the Estates of Charles A. O'Brien, Colleen Katherine O'Brien and
William M. O'Brien, Jr., known to me to be the person whose name is sub-
scribed to the within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above written.



Albert A. Hansen
NOTARY PUBLIC
Residing at:

Sharee C. Paulson
Sharee C. Paulson

Pennsylvania
STATE OF MINNESOTA)
) ss.:
COUNTY OF Philadelphia)

On the 24th day of July, 1973, before me
personally appeared Sharee C. Paulson, to me known to be the person described
in, and who executed, the foregoing instrument and acknowledged that she
executed the same as her free act and deed.

Mary Dison Smith
NOTARY PUBLIC
Residing at: Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires December 18, 1975

My Commission Expires:

BOOK 3413 PAGE 263

REDEVELOPMENT AGENCY OF SALT LAKE CITY, a Redevelopment Agency organized under the provisions of Section 11-19-3, Utah Code Annotated 1953, as amended.

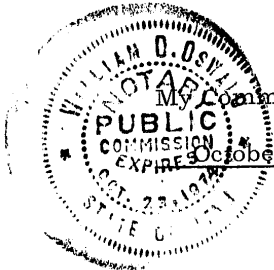
By Conrad B. Harrison
Conrad B. Harrison, Chairman

By Stephen M. Harmsen
Stephen M. Harmsen, Secretary

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)



On the 17th day of May, 1973, personally appeared before me CONRAD B. HARRISON and STEPHEN M. HARMSEN, who being by me duly sworn did say, each for himself, that he, the said CONRAD B. HARRISON is the Chairman, and he, the said STEPHEN M. HARMSEN is the Secretary of the Redevelopment Agency of Salt Lake City, a Redevelopment Agency organized under the provisions of Section 11-19-3, Utah Code Annotated 1953, as amended, and that the foregoing instrument was signed in behalf of said Agency by authority of its Board of Commissioners, and said CONRAD B. HARRISON and STEPHEN M. HARMSEN each duly acknowledged to me that said Agency executed the same.

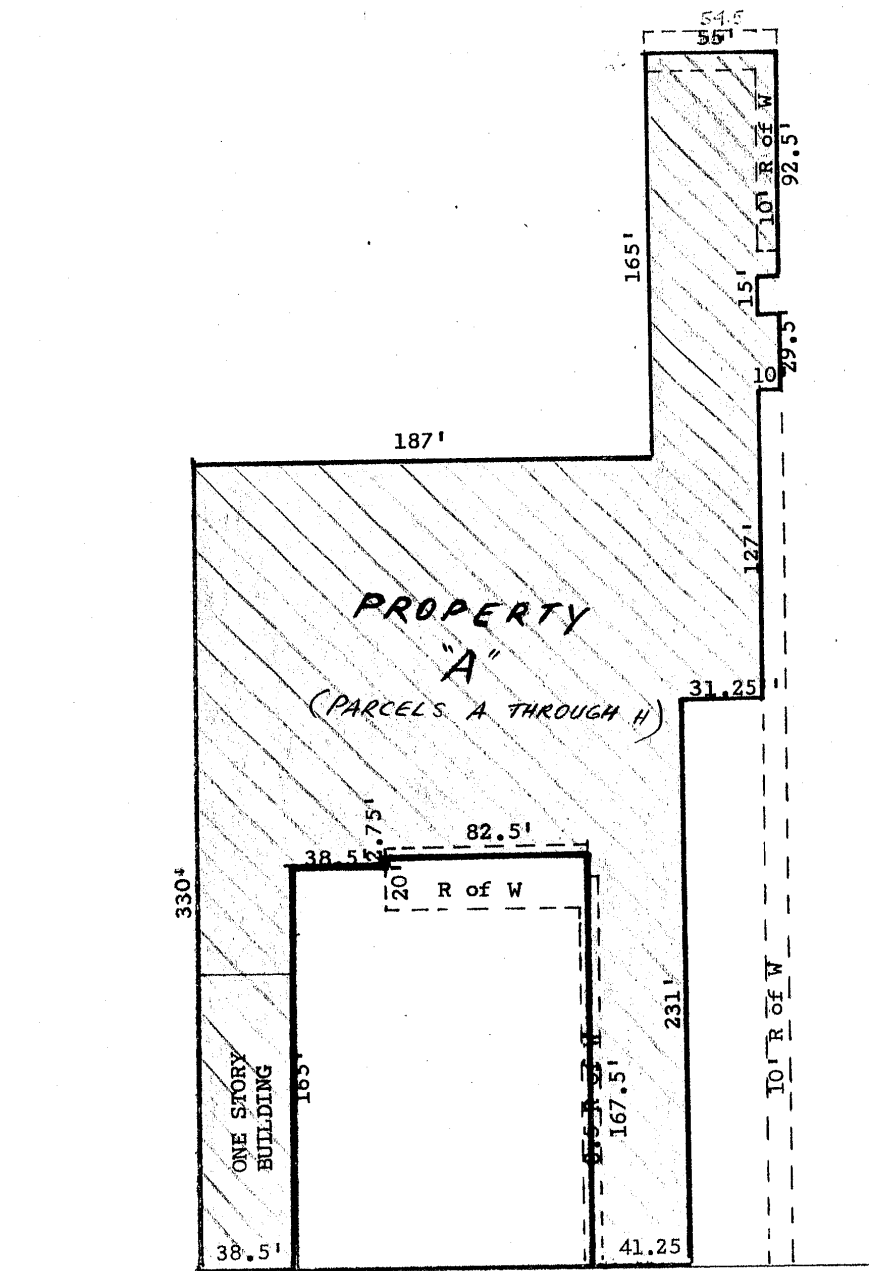
William D. Oswald
William D. Oswald, NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires: October 23, 1974

PLOT PLAN

-  Parcel No. 7 - Main Parking Mall, and
-  Parcel No. 8 - Zions First National Bank

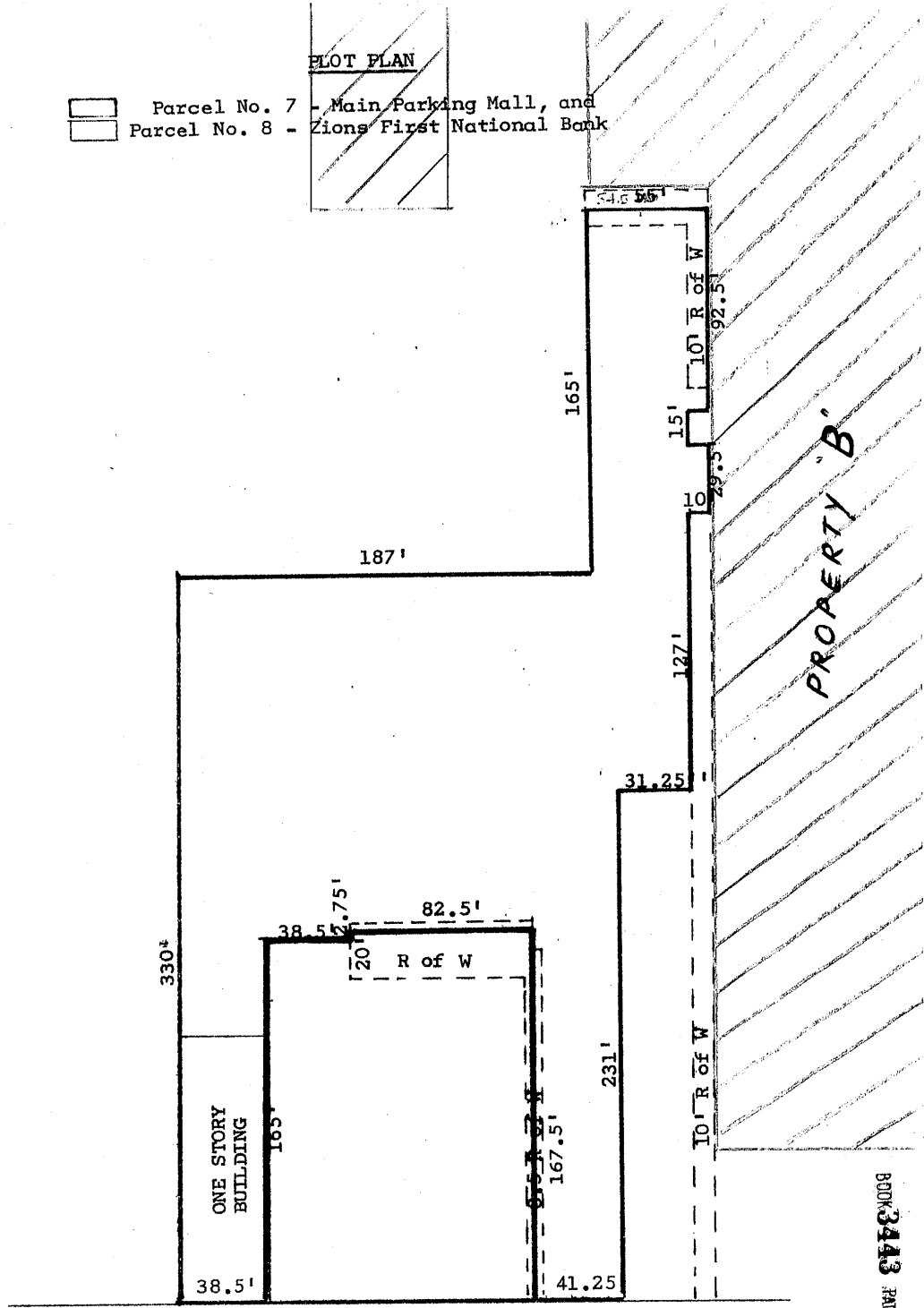


THIRD SOUTH

PLANNING

PLOT PLAN

- Parcel No. 7 - Main Parking Mall, and
- Parcel No. 8 - Zions First National Bank



THIRD SOUTH

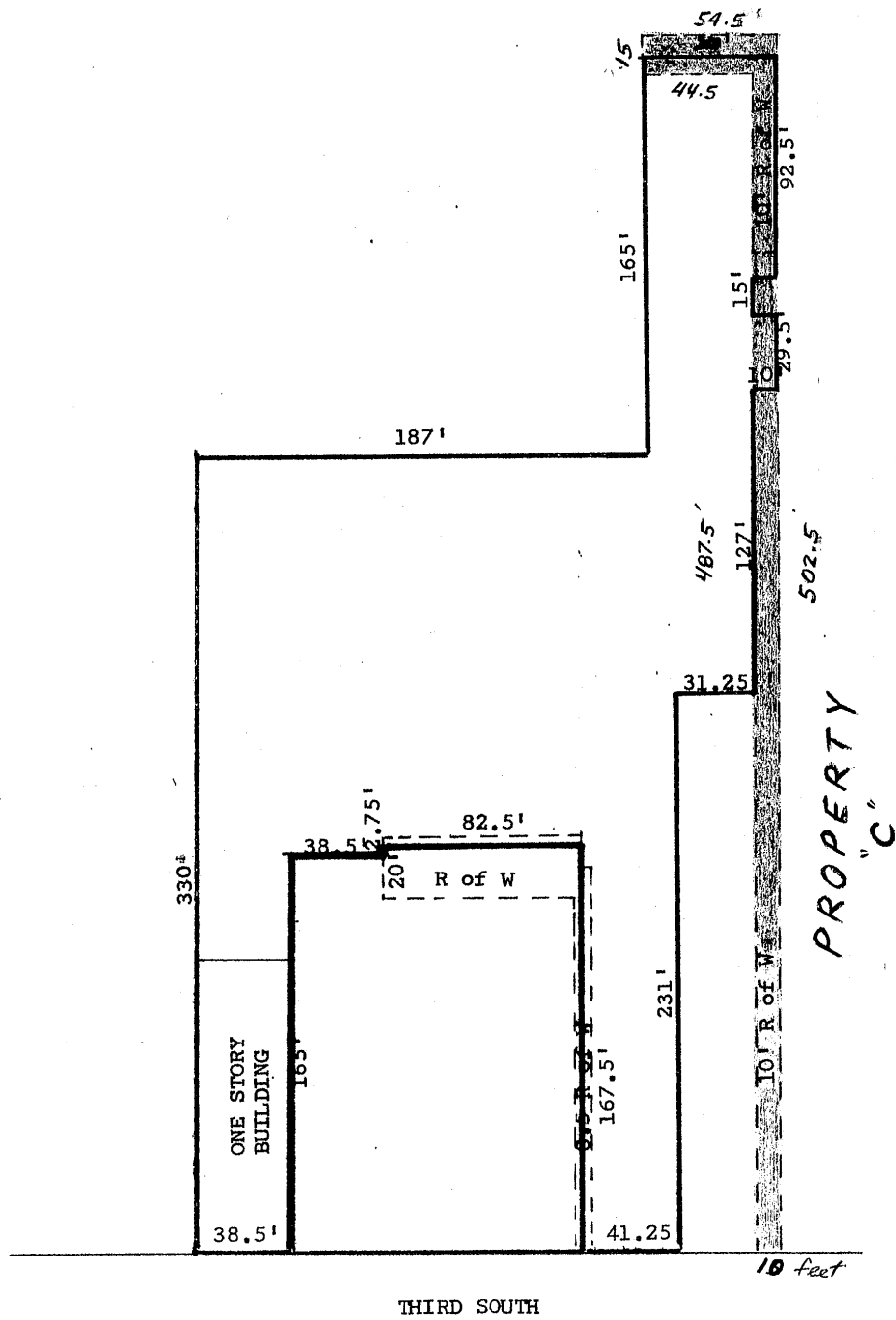
PROPERTY 'B'

ONE STORY BUILDING

BOOK 3448 PAGE 286

PLOT PLAN

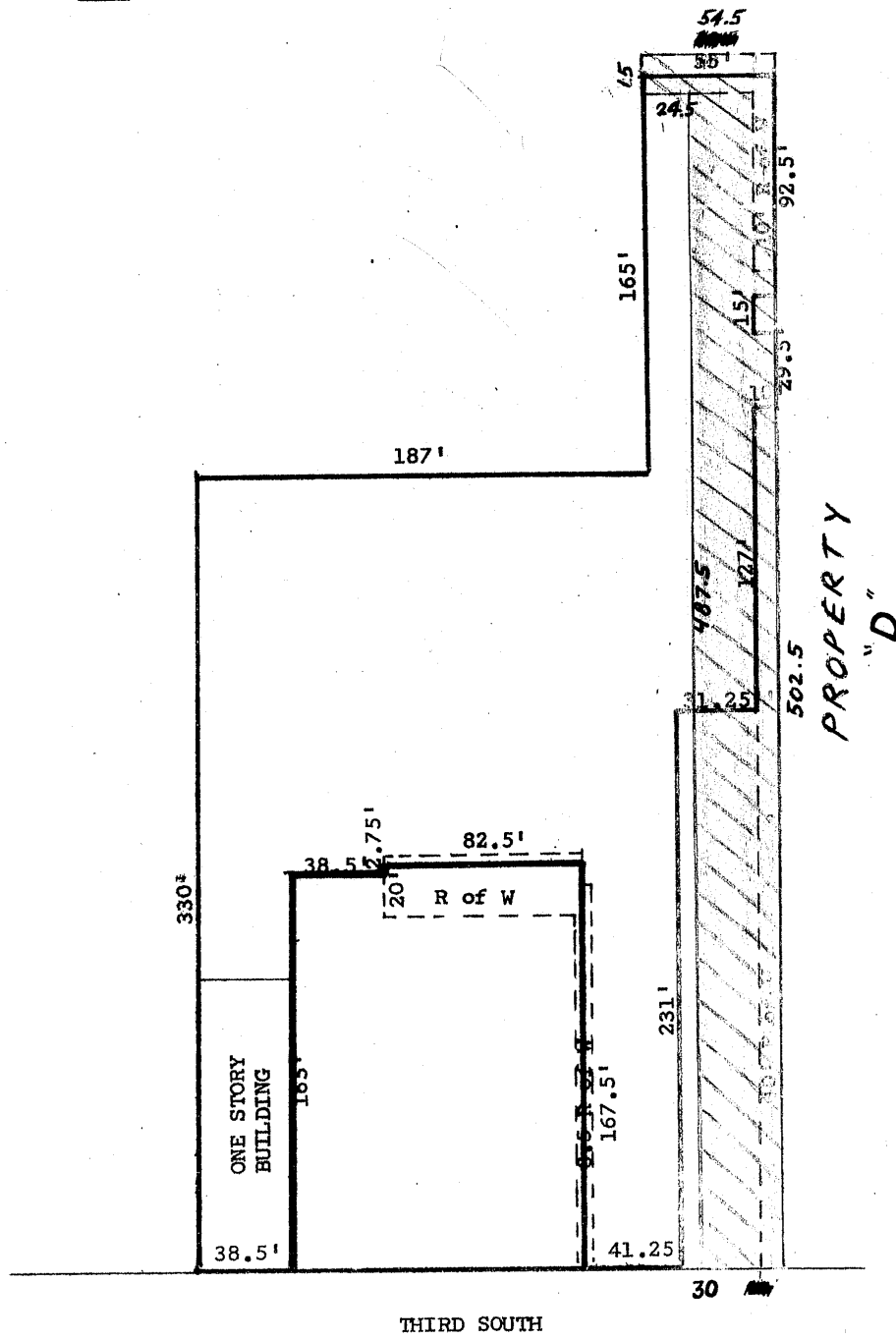
- Parcel No. 7 - Main Parking Mall, and
- Parcel No. 8 - Zions First National Bank



BOOK 3443 PAGE 267



FLOT PLAN

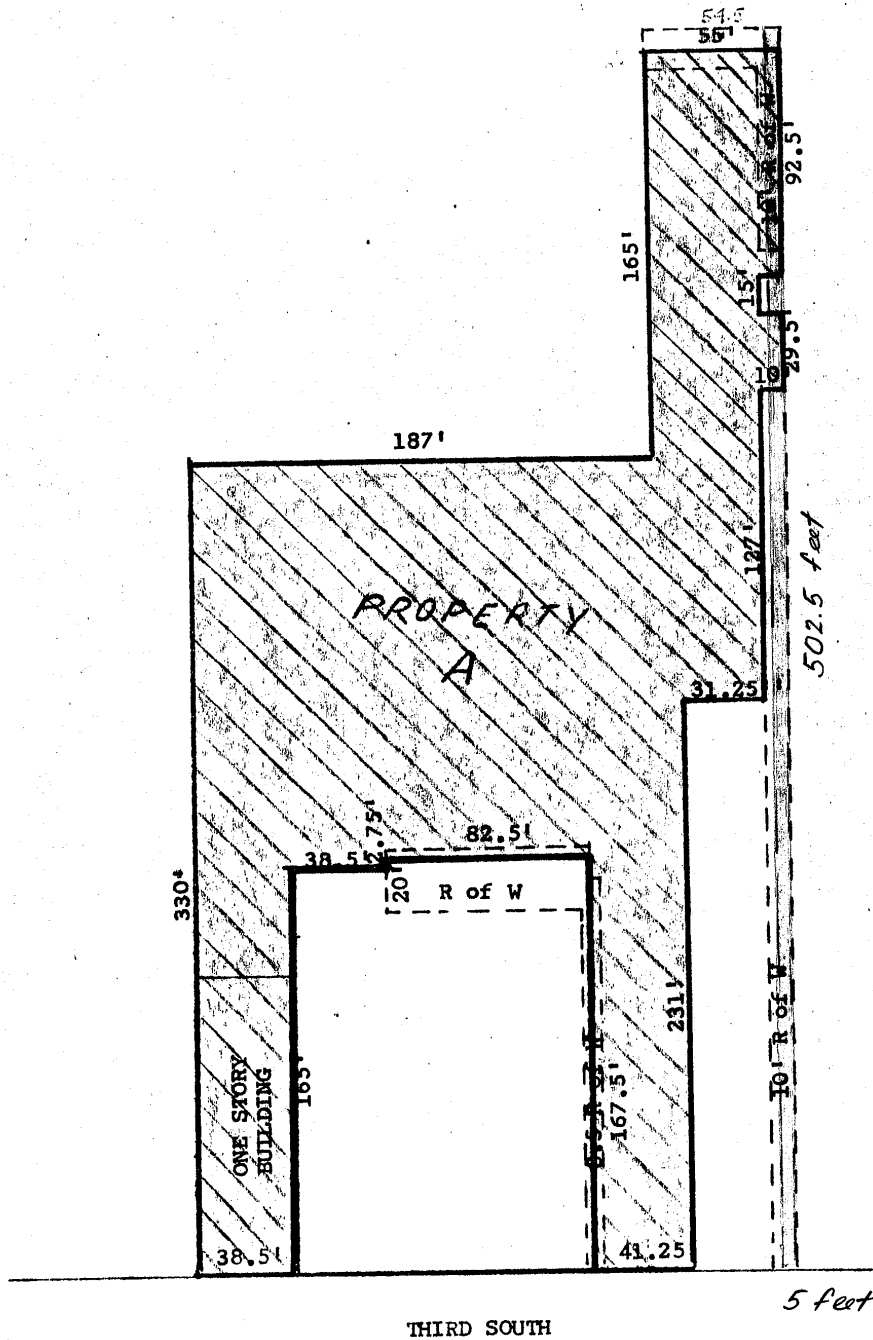
- Parcel No. 7 - Main Parking Mall, and
- Parcel No. 8 - Zions First National Bank



BOOK 3443 PAGE 258

PLOT PLAN

-  Parcel No. 7 - Main Parking Mall, and
-  Parcel No. 8 - Zions First National Bank



PROPERTY "E"
502.5' X 5'

BOOK 3443 PAGE 269

THIRD SOUTH

PLAT 122A