

Recorded DEC 26 1973 at 11 24 AM
Request of Louis H. Callister, Jr.
For FRANK MEEHAN MARTIN
\$ 300 Deputy
Ref. _____

WHEN RECORDED, RETURN TO:
MR. LOUIS H. CALLISTER, JR.
800 KENNECOTT BUILDING
SLC, UTAH TIA:19725

2590224

PERPETUAL RIGHT OF WAY AGREEMENT

FOR VALUE RECEIVED the Main Parking Mall, a Utah Corporation, as Grantor, hereby grants unto Ray Ecker and Harold S. Ecker, as partners operating under the name and style of Ecker's, as Grantee, a perpetual right of way for all purposes of ingress and egress in common with others upon and over the surface of the following described real property in Salt Lake County, Utah:

Commencing at the Southeast corner of Lot 2, Block 58, Plat "A", Salt Lake City Survey and running thence North 94.5 feet; thence West 30 feet; thence South 94.5 feet to a point due West of the point of beginning; thence East 30 feet to the point of beginning.

This right of way agreement is made expressly subject to those certain reservations and restrictions contained in Paragraph No. 9 of that certain agreement between the Redevelopment Agency of Salt Lake City, a public corporation, The Main Parking Mall and certain property owners as set forth therein, recorded in the office of the County Recorder of Salt Lake County as Entry No. 2577286 in Book 3443, Pages 238. Said reservations of the "Grantor" Redevelopment Agency of Salt Lake City, being as follows:

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.

Dated this 7 day of December, 1973.

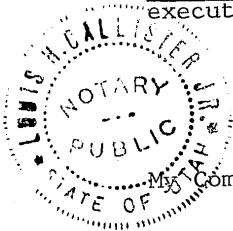
THE MAIN PARKING MALL

BY [Signature]

Its Vice President

STATE OF UTAH }
COUNTY OF SALT LAKE } SS

On the 7th day of December, 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 the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said David S. Romney acknowledged to me that said corporation executed the same.



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

My Commission Expires:
4/28/75

BOOK 3481 PAGE 58