

3078288

Parcel No. 0134:127:E L
Project No. US-0134(6)

CONSENT TO EASEMENT

THIS AGREEMENT made by and between Prudential Federal Savings and Loan Association, of Salt Lake, County of _____, State of Utah, mortgagee under that certain mortgage dated September 25, 1975, and recorded September 29, 1975, in Book 3983, Page 411 of the records of Salt Lake County, State of Utah, hereinafter called the First Party, and the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter called the Second Party,

WITNESSETH:

WHEREAS, there has been granted to said Second Party an easement for right of way for highway over, along and across the lands of Granger Shopping Center (a partnership) described in that certain mortgage hereinabove referred to, which said right of way is described as follows:

A perpetual easement, upon part of an entire tract of property, in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, T. 1 S., R. 1 W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing thereon cut and/or fill slope and appurtenant parts thereof incident to the construction of a highway known as Project No. 0134.

Said part of an entire tract is a parcel of land 5.0 ft. wide, adjoining southerly the south right of way line of said project. The boundaries of said parcel are described as follows:

Beginning at a point on an East boundary line of said parcel, said point being 330.0 ft. west and 48.0 ft. south from the Northeast Corner of the Northwest quarter of said Section 33; thence South 5.0 ft. along said east boundary line; thence West 142.0 ft., parallel to said south right of way line, to the west boundary line of said entire tract; thence North 5.0 ft. along said west boundary line; thence East 142.0 ft. along said south right of way line to the point of beginning. The above described parcel of land contains 0.016 acre, more or less.

After cut and/or fill slopes are constructed on the above described part of an entire tract at the expense of said Utah Department of Transportation, said Utah Department of Transportation is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said cut and/or fill slopes and appurtenant parts thereof.

Recorded MAR 16 1978 at 18086
Request of Utah Department of Transportation

KATIE L. DIXON, Recorder
Salt Lake County, Utah

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By [Signature] Deputy
REC. [Signature]

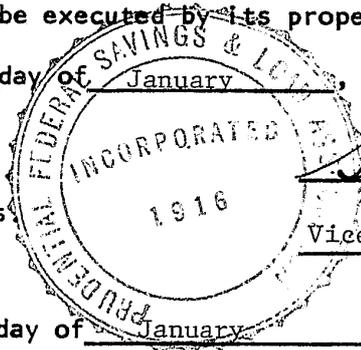
R/W L-2

BOOK 4639 PAGE 554

NOW THEREFORE, in consideration of the sum of Ten and 00/100
Dollars to it in hand paid, receipt of which is hereby acknowledged, said First
Party does hereby consent to the execution of said grant of easement from
PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, to said
Second Party, and said First Party hereby agrees that any sale made under the
provisions of said mortgage shall be subject to said right of way.

IN WITNESS WHEREOF, the said PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION
has caused this instrument to be executed by its proper officers thereunto duly
authorized, this 16th day of January, A.D. 1978.

STATE OF UTAH)
County of Salt Lake) ss

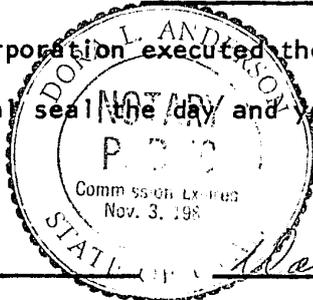


Gordon H. Barnes
Vice President - Loan Servicing

On this 16th day of January, A.D. 1978, personally
appeared before me, Gordon H. Barnes, who, being by
me duly sworn say that he is Vice President

of PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION,
a corporation, and that said instrument was signed in behalf of said corporation
by authority of its By-Laws, and the said Gordon H. Barnes
acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first
above written.



My Commission expires: 11-3-80

Donald L. Anderson
Notary Public