

Recorded MAR 15 1965 at 1508
Request of WESTERN STATES TITLE INSURANCE CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
560 by [Signature] Deputy
Ref

2067608

WARRANTY DEED

JOHN M. WALLACE and GLENN WALKER WALLACE, his wife, and
LELAND S. SWANER and PAULA M. SWANER, his wife, Grantors of Salt
Lake County, Utah, hereby convey and warrant to KENNECOTT COPPER
CORPORATION, a New York Corporation, Grantee, for the sum of
Ten Dollars (\$10.00) and other good and valuable consideration,
the following described tract of land in Salt Lake County, Utah:



Beginning at a point North 89°56'52" East 355.0 feet
and North 0°03'08" West 25.0 feet from a Salt Lake
City Monument in the intersection of Pioneer Road
and 17th South Street, said Monument being North
89°45'30" East 19.442 feet and North 0°03'08" West
2676.244 feet from the south 1/4 corner Section 16,
T. 1 S., R. 1 W., S.L.B. & M., thence North 0°03'08"
West 400.0 feet, thence North 89°56'52" East 490.0
feet, thence South 0°03'08" East 400.0 feet, thence
South 89°56'52" West 490.0 feet to the point of
beginning.



Together with an easement for installation, maintenance,
operation and repair of a sanitary sewer line and
appurtenances in and across the following described
tract of land: Beginning at a point North 89°56'52"
East 375.4 feet, and North 0°03'08" West 425.0 feet from
a Salt Lake City Monument in the intersection of
Pioneer Road and 17th South Street, said Monument
being North 89°45'30" East 19.442 feet and North
0°03'08" West 2676.244 feet from the south 1/4 corner
Section 16, T. 1 S., R. 1 W., S.L.B. & M., thence
North 0°03'08" West 50.0 feet, thence North 89°56'52"
East 16.0 feet, thence South 0°03'08" East 50.0 feet,
thence South 89°56'52" West, 16.0 feet to point of
beginning.



1. Conveyance is made subject to the following reservation:



Reservation in favor of United States of America,
acting by and through War Assets Administrator of all
uranium, thorium, and all other minerals determined
pursuant to Section 5 (b) (1) of the Atomic Energy Act
of 1946 to be peculiarly essential to production of
fissionable material contained in whatever concentration
in deposit of land together with the right to enter upon
the land, prospect for, mine and remove the same as
contained in that certain Quit Claim Deed from the
United States of America, dated February 1, 1949, and
recorded February 1, 1949, in book 660 at page 163 as
Entry No. 1145189 of the records of Salt Lake County,
Utah.

But said reservation shall be only to the extent the United States
has not released said reservation pursuant to 42 U.S.C.A.
Section 2098 (b).

2. This conveyance is subject to the following agreements, covenants and restrictions as to the use of said premises, all of which shall be covenants running with the land and which shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, or any of them, and the restrictions as to the use of the said premises herein described may be enforced by any such person or by the owner of any lot or parcel in the Industrial Center, of which the above described land is a part, in any proceeding in law or equity against the person or persons, which shall include any person, partnership, association or corporation, violating or threatening to violate the same:

(a) The outside walls of any and all buildings or other structures erected or constructed on the premises shall be of masonry material, and shall be constructed of brick, stone, hollow tile, cement block or other similar material, unless other materials are approved by Grantors. No structure shall be constructed on the property which is less than twenty-five (25) feet from the side and rear property lines, and fifty (50) feet from the front property line.

(b) The premises shall not be used or occupied for any use which constitutes a public nuisance or for any use which is publicly noxious or offensive by reason of the emission of dust, odor, gas or fumes.

(c) No loading dock shall be constructed fronting on any public street or roadway unless such loading dock, and every part thereof, is so located as to permit loading and unloading of vehicles without their extension into a public street or right-of-way, unless otherwise approved by Grantors. In no event shall Grantee block any public street or right-of-way in normal use of loading dock.

(d) Not less than one off-street parking space shall be provided for each 2,000 square feet of floor area in any building constructed or erected upon the premises. An off-street parking space shall mean an area of not less than 290 square feet measuring approximately 10 feet by 29 feet, not in a public street or alley, surfaced with an all-weather surface, together with an all-weather concrete, asphalt or similar type surfaced driveway connecting the parking space or other area with a street, alley or easement permitting free ingress and egress. Such parking space shall be located on the premises, except that in the event the ownership of the above described premises is merged with the ownership of an adjoining and contiguous property, then this restriction and covenant shall be applicable to all of the property so merged in one ownership.

(e) Grantee agrees at all times to keep said property free and clear of all debris and in a neat and orderly manner, and to landscape said property in a manner commensurate with other properties in the area.

(f) Upon construction of any improvements upon the above described property, grantee shall install a concrete curb along the front line, of a design reasonably suitable to the area and with access openings limited to those reasonably necessary for the use of the property.

(g) In addition to the foregoing restrictions, said grant shall also be further restricted to land and other usage permitted in an M-1 district as set forth in the Zoning Ordinances of Salt Lake City, Utah, as of date hereof, excluding however, use as a junk yard or drive-in-stand for food sales which is prohibited hereby.

(h) In the event that the railroads who presently maintain the track in The Industrial Center at their own expense should discontinue this maintenance, for any reason, the amount of maintenance will be prorated among all industries according to the actual number of cars entering each plant, and buyer agrees to promptly pay the prorata share of such maintenance and expense.

(i) Grantors agree that in the event of sale or lease of property adjoining the above described property on the west, they will cause the restrictions of subparagraphs (a) through (h) to be similarly imposed on such adjoining property which is described as follows:

Beginning at a point which is 1847.88 feet South 89°56'52" West and 25.00 feet North 0°03'08" West from a Salt Lake City Monument at the intersection of 17th South and Swaner Road, said point being 2294.50 feet West and 2691.90 feet North from the Southeast corner of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56'52" West 320 feet to Pioneer Road; thence North 0°03'08" West 400 feet; thence North 89°56'52" East 320 feet; thence South 0°03'08" East 400 feet to the point of beginning.

WITNESS the hands of said Grantors this 10th day of

March, 1965.

John M. Wallace
John M. Wallace

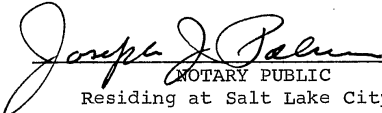
Glenn Walker Wallace
Glenn Walker Wallace

Leland S. Swaner
Leland S. Swaner

Paula M. Swaner
Paula M. Swaner

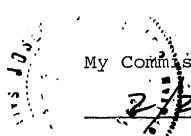
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of March, 1965, personally appeared before me JOHN M. WALLACE and GLENN WALKER WALLACE, his wife, and LELAND S. SWANER and PAULA M. SWANER, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:


2/28/08