

2288434

CORRECTION WARRANTY, SPECIAL WARRANTY AND QUITCLAIM DEED

This Indenture made this 9th day of May 1969, by and between LELAND S. SWANER and PAULA M. SWANER, his wife; JOHN M. WALLACE, also known as John M. Wallace, Jr., and Katherine M. Wallace, his wife; M. WALKER WALLACE, also known as M. W. Wallace, and CONSTANCE C. WALLACE, his wife, all individuals of Salt Lake County, Utah; HOLLADAY COMMUNITY CHURCH (United Church of Christ), a Utah corporation; and ROWLAND HALL--ST. MARK'S SCHOOL, a non-profit corporation of the State of Utah; collectively Party of the First Part, Grantors, and UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Party of the Second Part, Grantee,

RECITALS:

WHEREAS, Grantors, on December 30, 1968, executed and delivered to Grantee for the consideration therein mentioned, a warranty, special warranty and quitclaim deed for the conveyance of certain lands in Salt Lake County, Utah, more particularly described therein, which said deed is recorded in the office of the County Recorder of Salt Lake County, Utah, in Book 2718, pages 631 thru 642 of Deeds; and

WHEREAS, the Grantors in said deed did not at the time of said conveyance own three small rectangular pieces of real property fronting on 21st South Street, said rectangular pieces totalling in all 3.43 acres; and

WHEREAS, the metes and bounds contained in some of the descriptions in said deed have technical mistakes; and

WHEREAS, Grantors also desire to convey all their right, title and interest in and to certain other small parcels of property on the borders of property heretofore conveyed by said deed in order to eliminate any possible or potential gap in description between the parcels conveyed and adjoining property owned by third parties; and

WHEREAS, the parties hereto desire to correct the mistakes in said deed as set forth in these recitals and to reform said deed by the execution, delivery and acceptance of this correction warranty, special warranty and quitclaim deed;

NOW THEREFORE, this indenture WITNESSETH:

That said Grantors, each acting individually, for the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant, convey, transfer and assign to Grantee the real and personal property hereinafter particularly described, situated and located in Salt Lake County, Utah, as follows:

(1) Leland S. Swaner conveys and warrants, and Paula M. Swaner, his wife, conveys and quitclaims, an undivided 50 per cent interest in said property;

(2) John M. Wallace, also known as John M. Wallace, Jr., conveys and warrants, and Katherine M. Wallace, his wife, conveys and quitclaims an undivided 23 per cent interest in said property;

(3) M. Walker Wallace, also known as M. W. Wallace, conveys and warrants, and Constance C. Wallace, his wife, conveys and quitclaims, an undivided 20.25 per cent interest in said property;

(4) Holladay Community Church (United Church of Christ) grants and conveys, warranting only against its own acts and those of its successors and assigns, an undivided .5 per cent interest in said property;

(5) Rowland Hall--St. Mark's School grants and conveys, warranting only against its own acts and those of its successors and assigns, an undivided .5 per cent interest in said property;

(6) Each of said Grantors also quitclaims, transfers and assigns to Grantee all of his, her, or its right, title and interest, except as hereinafter specifically provided in this deed, in and to the said property.

The real property which is the subject matter of this deed is situated in Salt Lake County, Utah, and is more particularly described as Parcels One, Two and Three as follows, to wit:

PARCEL ONE

Beginning at the Northwest corner of Section 18, T1S, R1W, SLB&M; Thence along the section line N 89° 59' 35" E 1353.61 feet; Thence S 27° 07' E 1403.00 feet; Thence S 63° 31' E 2776.35 feet; Thence N 89° 59' E 4266.26 feet; Thence S 58° 38' 01" E 7.50 feet; Thence South 18.64 feet; Thence S 56° 38' 01" E 115.82 feet; Thence N 70° 31' 59" E 243.01 feet; Thence N 89° 59' E 1634.07 feet to a point which is N 00° 09' 38" E 150.0 feet and N 89° 59' E 119.81 feet from the East Quarter corner of Section 17, T1S, R1W, SLB&M, said point also being on the west line of property of Utah Power & Light Company; Thence S00° 09' 38" W 2755.67 feet along the west line of Utah Power & Light Company property to the north line of 21st South Street; Thence along the north line of 21st South street; S 89° 45' 30" W 119.81 feet to a point which is N 00° 09' 38" E 50.00 feet from the Southeast corner of said Section 17; Thence continuing along the North line of 21st South Street, S 89° 44' 20" W 2271.06 feet; Thence N 00° 09' 56" E 180.00 feet; Thence S 89° 44' 20" W 380.00 feet to a point which is N 00° 09' 56" E 230.00 feet from the South Quarter corner of Section 17, T1S., R1W., SLB&M; Thence S 00° 09' 56" W 50.00 feet along the quarter section line; Thence S 89° 44' 20" W 360.00 feet; Thence S 00° 09' 56" W 130.00 feet to the north line of 21st South Street; Thence along the north line of 21st South Street S 89° 44' 20" W 1706.54 feet; Thence N 00° 11' 55" W 180.00 feet; Thence S 89° 44' 20" W 190.00 feet; Thence S 00° 11' 55" E 180.00 feet to the north line of 21st South Street; Thence along the north line of 21st South Street; S. 89° 44' 20" W 380.00 feet to a point which is N 00° 11' 55" W 50.00 feet from the Southwest corner of said Section 17; Thence along the section line N 00° 11' 55" W 610.00 feet; Thence along a fence line S 89° 57' 54" W 1319.40 feet; Thence along a fence line S 00° 02' 50" E 604.00 feet to the north line of 21st South Street; Thence along the north line of 21st South Street, N 89° 46' 28" W 824.39 feet; Thence N 00° 13' 32" E 264.00 feet; Thence N 89° 46' 28" W 163.40 feet; Thence along a fence line S 00° 24' 10" W 50.00 feet; Thence N 89° 46' 28" W 339.30 feet; Thence S 00° 07' 23" E 214.00 feet to a point on the north line of 21st South Street which is N 00° 07' 23" W 50.00 feet from the South Quarter corner of aforesaid Section 18; Thence along the north line of 21st South Street N 89° 46' 28" W 2646.26 feet to a point which is N 00° 01' 35" W 50.00 feet from the Southwest corner of said Section 18; Thence along the section line and a fence line common therewith N 00° 01' 35" W 5249.67 feet to the point of beginning, containing 796.32 acres.

PARCEL TWO

Beginning at a point which is South 138.50 feet and West 1182.88 feet from the Southeast corner of Section 8, T1S, R1W, SLB&M, said point also being on the south line of California Avenue extended and on the west line of Zion's Securities Corporation property; Thence along the westerly boundary of Zion's Securities Corporation property S 89° 56' 52" W 37.16 feet; Thence continuing along said westerly boundary of Zion's Securities Corporation property N 00° 01' 16" W 2752.14 feet; Thence N 89° 59' 45" W 72.00 feet to a fence corner; Thence along said fence line N 89° 59' 45" W 112.91 feet; Thence S 00° 00' 15" W 208.00 feet; Thence N 89° 59' 45" W 166.00 feet; Thence N 00° 00' 15" E 208.00 feet to a fence; Thence along fence lines as follows: N 89° 59' 45" W 551.00 feet; N 00° 00' 15" E 42.00 feet to a U.S.A. Marker; N 89° 59' 45" W 128.00 feet; N 00° 00' 15" E 690.00 feet to the south line of 9th South Street; Thence along the south line of 9th South Street N 89° 59' 45" W 109.00 feet; Thence along a fence line S 00° 00' 15" W 201.00 feet; Thence along a fence line N 89° 59' 45" W 109.00 feet; Thence along a fence line N 00° 00' 15" E 201.00 feet to the south line of 9th South Street; Thence along the south line of 9th South Street and 9th South Street extended N 89° 59' 45" W 2866.46 feet to a point on the West line of said Section 8, which point is N 00° 15' 10" W 692.27 feet from the West Quarter corner of said Section 8 (The aforesaid Quarter corner is witnessed by a Monument 30.00 feet West thereof.); Thence along the Section line S 00° 15' 10" E 2262.83 feet to a point, said point being N 00° 15' 10" W 1094.77 feet from the southwest corner of said Section 8; Thence S 89° 44' 44" E 38.9 feet to a fence corner; Thence along fence lines as follows: S 89° 44' 44" E 2197.34 feet to a fence corner; S 00° 04' 44" E 928.00 feet to a fence corner; S 19° 25' 32" W 118.34 feet to a fence corner; S 03° 31' 44" E 1002.37 feet to a fence corner; S 89° 53' 24" E 2180.93 feet to a U.S.A. Marker; Thence along fence lines as follows: N 37° 33' 36" W 488.00 feet; N 00° 06' 01" W 445.75 feet to the point of beginning, containing 285.51 acres.

PARCEL THREE

Beginning at the South Quarter corner of Section 7, T1S, R1W, SLB&M, said point being N 89° 59' 35" E 2637.35 feet from the Southwest corner of said Section 7; Thence along the section line N 89° 59' 35" E 2640.00 feet to the Southeast corner of said Section 7; Thence S 00° 11' 55" E 37.94 feet; Thence S 89° 58' 06" W 1809.46 feet; Thence S 89° 57' 43" W 1937.13 feet; Thence S 26° 35' 17" E 24.66 feet; Thence S 89° 57' 43" W 1.58 feet to the easterly right of way boundary of Utah Power & Light Company; Thence northerly along the easterly right of way boundary of Utah Power & Light Company as follows: N 26° 31' 21" W 69.09 feet to the south line of said Section 7; S 89° 59' 35" W 23.57 feet along the south line of said Section 7; N 26° 49' W 74.08 feet; N 00° 48' E 2596.56 feet to the east-west center line of said Section 7; Thence along the east-west center line of said Section 7, N 89° 56' 58" E 1137.35 feet to the center of said Section 7; Thence along the north-south center line of Section 7, S 00° 14' 31" E 2663.31 feet to the point of beginning, containing 74.33 acres.

The foregoing descriptions shall be deemed to include, in addition to the real property specifically therein described, the following real and personal property in and to which, by and through this Deed, each of said Grantors acting individually conveys, transfers and assigns to Grantee all of his, her or its right, title and interest, except as specifically reserved herein:

- (1) All water rights appurtenant to the real property described, including any and all shares of stock or other evidence of share ownership in any irrigation, canal or water company or association,

by virtue of which Grantors obtain or have a right to obtain water for use on said real property, including but not limited to the following:

- (a) 100 shares of water stock in the Brighton & North Point Irrigation Company, reserving, however, to Grantor Leland S. Swaner legal title to one share of said water stock so long as said Leland S. Swaner is and remains on the Board of Directors of said Brighton & North Point Irrigation Company.
 - (b) All rights under Applications Nos. 27529, 27531, 27532, 27533, 27535, 25984, 26243, 27476 and 27477, on file in the office of State Engineer of the State of Utah, together with all certificates of appropriation of water issued by State Engineer of the State of Utah in connection with said applications or otherwise, including but not limited to Certificates Nos. 7332, 5110, 5111, 5367 and 5368.
- (2) All improvements now situated on the said real property.
- (3) All private rights of way, easements or roadways of Grantors providing access to said real property hereinabove described or providing access between said parcels of real property hereinabove described, including but not limited to, those rights of way to Parcel Two over the land of Zion's Securities Corporation, as described and identified in those subsections identified as (b) and (f) in those certain deeds from Leland S. Swaner and Paula M. Swaner, his wife, and John M. Wallace, Jr., and Katherine M. Wallace, his wife, and M. Walker Wallace and Constance C. Wallace, his wife, as Grantors therein to Zion's Securities Corporation, as Grantee therein, all executed and recorded in April, 1961, each subsection reading insofar as material to this conveyance as follows:

"(b) An existing highway extends from the north end of Swaner Road as now established (at its intersection with California Avenue) westerly to the west line of the land first above described. Grantors reserve an easement for highway purposes fifty (50) feet in width, the center line of which shall be the center line of said existing highway. In the event Grantee shall cause a public highway to be dedicated as an extension of California Avenue, so as to provide a through highway from the present north end of Pioneer Road west to the west line of land above described and lands of Grantors and shall cause such through highway to be hard surfaced with asphalt or such other material as may be agreed to by Grantors, the existing highway easement above shall be deemed void and terminated."

"(f) In the event that either Grantors or Grantee desire to establish a public street along the west line of the premises first above described, each agrees, upon demand of the other in writing, to immediately dedicate such public street and to hard surface with asphalt or such other material as may be mutually agreed upon and required as a condition of dedication. Each party shall bear * * * of the cost of such dedication and street surfacing. In the event Salt Lake City or County refuses to accept dedication, upon demand of either party, each party shall grant an easement for highway purposes to the other party over the portion of highway which each would have been otherwise required to dedicate, and to similarly pay * * * of the costs of hard surfacing such easement. The area to be so dedicated or easement granted by Grantors is described as follows:

"Beginning at a point which is 8,501.30 feet North and 3,849.43 feet West from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B.&M.; and running thence South 0° 01' 16" East 3,346.08 feet; thence West 25.0 feet; thence North 0° 01' 16" West, 3,346.08 feet; thence East 25.0 feet to the point of beginning.

"The area to be so dedicated or easement granted by Grantees is described as follows:

"Beginning at a point which is 8,501.30 feet North and 3,849.43 feet West from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B.&M.; and running thence East 25.0 feet; thence South 0° 01' 16" East 3,296.08 feet; thence North 89° 56' 52" East 12.12 feet; thence South 0° 06' 01" East 50.0 feet; thence South 89° 56' 52" West 37.16 feet; thence North 0° 01' 16" West 3,346.08 feet to the point of beginning."

(Excepting from this conveyance and reserving to the Grantors, their heirs, successors and assigns the right to use the foregoing easements specifically identified above as "(b)" and "(f)", insofar as either of them may be available to serve property now owned by Grantors in the vicinity of said easements, which property is not conveyed hereby.)

(4) All covenants, agreements, rights and reservations made by Grantors or any of them in any conveyances from them to third parties which directly or indirectly benefit or in any way affect or are appurtenant to the parcels of real property hereinabove described including but not limited to:

(a) those contained in that certain warranty deed from Leland S. Swaner and Paula M. Swaner, his wife, M. Walker Wallace and Constance C. Wallace, his wife, John M. Wallace, Jr., and Katherine M. Wallace, his wife, as Grantors to Utah Power & Light Company as Grantee, said deed dated December 15, 1964, and recorded December 30, 1964, at page 495 in Book 2276 of the records of the Salt Lake County Recorder reading as follows:

"* * *reserving to the grantors, their heirs, successors and assigns all water rights in any wise appertaining to said lands, the right to establish parking facilities on said lands, and the right to cross over said lands at an angle of no less than 45 degrees with black top or cement roads of a width required by Salt Lake County in the subdivision of grantors' remaining lands, now owned or hereafter acquired; and to cross over and under said lands at an angle of no less than 45 degrees with curb, gutter, sidewalks, water lines, sewer lines, gas lines, telephone lines and irrigation and drainage ditches, together with the right of reasonable ingress and egress for the purposes of installation, operation and maintenance thereof; and reserving further unto said grantors the right to level and landscape said land with lawns and low shrubs and to use the same for general agricultural purposes; provided, however, that none of the rights so reserved by grantors shall in any way interfere with the poles, towers, or appurtenant facilities to be hereafter installed by the Grantee and any use of the land by the Grantors shall be limited to those areas not occupied by the poles, towers or similar improvements placed thereon by the Grantee; and provided further that the plans of the Grantors for the establishment of parking facilities, roads, curbs, gutters, sidewalks, water lines, sewer lines and gas lines must be submitted to and receive the prior approval of Grantee's chief engineer; and provided further that all use by Grantors of the rights herein reserved shall in all respects conform to the requirements of the National Electrical Safety Code in effect at the time of such use, and Grantee agrees to allow Grantors to remove the dirt from the mounds to ground level within the above described property at their convenience."

(b) those contained in each of those three deeds from the same individuals named in the preceding subparagraph as Grantors therein to Zion's Securities Corporation as Grantee therein, all executed and recorded in April, 1961, conveying certain property abutting on and east of a portion of Parcel Two as described above.

(Excepting from this conveyance and reserving to Grantors, their heirs, successors and assigns those portions of said covenants, agreements, rights and reservations that were intended to benefit and

are appurtenant to other property owned by Grantors which property is not conveyed hereby.)

Grantors also convey, quitclaim, transfer and assign to Grantee all of their right, title and interest in and to the rights and rights of way for construction, maintenance and operation of a railroad track or tracks, particularly described as follows:

- (1) That reserved right to construct and thereafter maintain and operate two railroad tracks over and across certain property owned by Utah Power & Light Company abutting on the east boundary of Parcel One as described above as reserved in that certain Warranty Deed from Leland S. Swaner, also known as L. S. Swaner, and Paula M. Swaner, his wife; John M. Wallace and Glenn Walker Wallace, his wife; John M. Wallace, Jr., and Katherine M. Wallace, his wife; M. Walker Wallace, a. k. a. M. W. Wallace, and Constance C. Wallace, his wife, as Grantors, to Utah Power & Light Company, as Grantee, dated February 8, 1957, and recorded March 14, 1957, at page 180 of Book 1397 and re-recorded April 1, 1957, at page 585 of Book 1401 of the records of Salt Lake County Recorder;
- (2) the easement and right of way reserved to enable construction, maintenance and operation of a railroad track or tracks from presently existing trackage to the property of Utah Power & Light Company, said easement and right of way being more particularly described as follows:

A 20 foot wide railroad right of way and easement located in Section 16, Township 1 South, Range 1 West, SLB&M, more particularly described as follows:

Beginning at the S.W. corner of site (BOYCO), said point being N 0° 03' 08" W 413.24 feet and S 89° 56' 52" W 1264.52 feet from a Salt Lake City Monument located at the intersection of 17th South and Pioneer Road. Said point of beginning also being 3064.85 feet North and 6564.44 feet West from the South Quarter corner of Sec. 15. T 1 S., R 1 W., SLB&M. Running thence North 62.81 feet; Thence Northeasterly along the arc of a curve to the right (radius 297.939 feet) 413.613 feet; Thence along a tangent between curves N 80° 03' 26" E 90.92 feet; Thence Northeasterly along a curve to the left (radius 277.939 feet) 388.65 feet to a point of tangency; Thence N 89° 55' 04" E 20 feet; Thence Southwesterly along the arc of a curve to the right (radius 297.939 feet) 416.74 feet; Thence along a tangent between curves S 80° 03' 26" W 90.92 feet; Thence Southwesterly along the arc of a curve to the left (radius 277.939 feet) 388.23 feet to a point of tangent; Thence South 62.81 feet to a point which is N 89° 56' 52" E 20.00 feet of beginning point and the S.W. corner of site (BOYCO); Thence continuing South 1212.29 feet to the south line of the property of Varian Associates, a California Corporation; Thence N 76° 05' W 21.59 feet along the aforementioned south line to the S.W. Corner of said property of Varian Associates; Thence North 1207.49 feet to the point of beginning.

Also an additional easement twenty feet in width, the center line of which is an extension of the center line of the above-described easement extending from the south end of such easement for 1379.59 feet more or less to a point approximately 500 feet north of 21st South Street.

The covenants of general warranty hereinbefore made in this Deed by Leland S. Swaner, John M. Wallace, also known as John M. Wallace, Jr., and M. Walker Wallace, also known as M. W. Wallace, shall be deemed full statutory covenants of warranty as set forth in 57-1-12, Utah Code Annotated, 1953, subject only to the following rights, liens, encumbrances and claims:

(1) the rights of Brighton & North Point Irrigation Company in and to its irrigation ditches and canals over and across the said parcels, together with the right of access to maintain the same.

(2) the rights of the Salt Lake County Mosquito Abatement District in and to its drainage ditches over and across the said parcels together with the right of access to maintain the same and the rights of Salt Lake City, if any, in and to the same ditches.

(3) the right of any public utility to maintain any existing easement for poles and wires over and across said property.

(4) the rights of others to use that certain dirt road presently in existence along the south line of Section 7, Township 1 South, Range 1 West, for the full length of said section.

(5) Reservations in that certain Quit Claim Deed executed July 11, 1950, by the United States of America in favor of John M. Wallace, Jr., recorded July 19, 1950, as Entry No. 1208478, in Book 787, at page 380, of the Official Records, also found in other conveyances from the United States of America affecting portions of said property, and set forth as follows: "Excepting, however, in accordance with Executive Order No. 9908, approved on December 5, 1947 (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the land covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect."

(6) Certain covenants, agreements, rights and reservations set forth in subsections (d) and (f) of those three certain deeds from Leland S. Swaner and Paula M. Swaner, his wife; and John M. Wallace, Jr., and Katherine M. Wallace, his wife, and M. Walker Wallace and Constance C. Wallace, his wife, as Grantors therein to Zion's Securities Corporation as Grantee therein, all executed and recorded in April, 1961, conveying the property adjacent to and abutting upon the east boundary of Parcel Two, said subsections in each of said conveyances providing in so far as is material to this Deed as follows:

"(d) Either Grantors or Grantee shall have the right to make connection for gas lines, electric power and telephone pole lines, sanitary sewer lines, storm drain sewer lines, railroad track systems, open drain and irrigation ditches and facilities with a similar utility line located on the lands of the other within 200 feet of the outer boundary of such other lands. The party desiring to effect such connection shall

notify the other party in writing of such intent, specifying the point of connection and the proposed location of the line of easement thereto. Reasonable land usage may not permit a direct line to such point of connection, and if the owner of the land over which such connecting line of easement shall pass determines that a relocation of the proposed line is desirable, such owner shall notify the other as to an alternate location of the line. The right to make connection shall be conditioned upon the capacity of the line or facility to which connection is desired to carry the additional burden of the connecting line. If the parties are unable to agree as to such capacity or the route of easement, the same shall be determined by the City Engineer of Salt Lake City Corporation, whose decision shall be final. The owner of lands thus burdened shall grant to the other an adequate easement for the installation, operation and maintenance of such utility line of easement. The cost of extending a line to point of connection shall be paid by the party desiring the same, provided that the Grantors of the easement shall have the right to connect with the utility at any point in addition to the original point of connection upon payment to the party installing the same of * * * of the cost of such utility line."

"(f) In the event that either Grantors or Grantee desire to establish a public street along the west line of the premises first above described, each agrees, upon demand of the other in writing, to immediately dedicate such public street and to hard surface with asphalt or such other material as may be mutually, agreed upon and required as a condition of dedication. Each party shall bear * * * of the cost of such dedication and street surfacing. In the event Salt Lake City or County refuses to accept dedication, upon demand of either party, each party shall grant an easement for highway purposes to the other party over the portion of highway which each would have been otherwise required to dedicate, and to similarly pay * * * of the costs of hard surfacing such easement. The area to be so dedicated or easement granted by Grantors is described as follows:

"Beginning at a point which is 8,501.30 feet North and 3,849.43 feet West from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B.&M.; and running thence South 0° 01' 16" East 3,346.08 feet; thence West 25.0 feet; thence North 0° 01' 16" West, 3,346.08 feet; thence East 25.0 feet to the point of beginning.

"The area to be so dedicated or easement granted by Grantee is described as follows:

"Beginning at a point which is 8,501.30 feet North and 3,849.43 feet West from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B.&M.; and running thence East 25.0 feet; thence South 0° 01' 16" East 3,296.08 feet; thence North 89° 56' 52" East 12.12 feet; thence South 0° 06' 01" East 50.0 feet; thence South 89° 56' 52" West 37.16 feet; thence North 0° 01' 16" West 3,346.08 feet to the point of beginning."

(7) The right of Filtrol Corporation, if any, to construct and thereafter use a road across a portion of Parcel One as set forth in that certain Exercise of Option, Agreement and Grant of Easement made July 1, 1950, by and between Filtrol Corporation, John M. Wallace and Glenn Walker Wallace and L. S. Swaner.

(8) Covenants, Conditions and Restrictions affecting a 165 foot by 2326 foot portion of Parcel One as contained in those certain Restrictive Covenants contained in that certain Warranty Deed recorded June 15, 1960, as Entry No. 1721563, in Book 1718, at page 458, of the Official Records which recites as follows: "Said property is restricted to land and other usage permitted in an M-1 District as set forth in the Zoning Ordinances of Salt Lake City Corporation,

as of date hereof, and is further restricted against the use of said premises as a junk yard, auto salvage and wrecking yard, or metal salvage and wrecking yard."

(9) Any claim of the abutting property owner to the area described in Parcel Three north of an existing fence near the north end of Parcel Three, said fence apparently encroaching upon Parcel Three as hereinabove described and running easterly from a point approximately 17.8 feet south of the northwest corner of Parcel Three as hereinabove described to a point approximately 27.5 feet south of the northeast corner of Parcel Three as hereinabove described.

Holladay Community Church (United Church of Christ) and Rowland Hall--St. Mark's School each warrant the aforesaid property conveyed by it only against its own acts and those of any and all persons, firms, or corporations claiming by, through, and under it.

Each of said Grantors also quitclaims to Grantee all of his, her or its right, title and interest in and to the following described real property in Salt Lake County, Utah, more particularly described as Parcels Four, Five, Six and Seven, as follows, to wit:

PARCEL FOUR

Beginning at a point South 2489.36 feet and East 8750.77 feet from the Northwest corner of Section 18, T1S, R1W, SLB&M; Thence South 18.64 feet; Thence S 56° 38' 01" E 115.82 feet; Thence N 70° 31' 59" E 243.01 feet; Thence S 89° 59' W 98.93 feet; Thence S 70° 31' 59" W 150.82 feet; Thence N 58° 38' 01" W 99.22 feet to the point of beginning, containing 0.19 acres.

PARCEL FIVE

Beginning at a point S 00° 11' 55" E 37.94 feet from the Southeast corner of Section 7, T1S, R1W, SLB&M; Thence along said line S 89° 58' 06" W 1809.46 feet; Thence S 89° 57' 43" W 1937.13 feet; Thence S 26° 35' 17" E 24.66 feet; Thence N 89° 57' 43" E 1889.62 feet; Thence N 89° 58' 06" E 1846.01 feet; Thence N 00° 11' 55" W 22.06 feet to the point of beginning, containing 1.89 acres.

PARCEL SIX

Beginning at a point on the Quarter Section line N 89° 56' 58" E 1317.19 feet from the West Quarter corner of Section 7, T1S, R1W, SLB&M, which point is N 89° 13' 25" W 45.00 feet from a fence line extended; Thence S 00° 46' 35" W paralleling said extended fence line 777.44 feet; Thence S 00° 14' 31" E 1884.95 feet to the south line of Section 7; Thence along said Section line N 89° 59' 35" E 46.31 feet to the Utah Power & Light Company southwesterly property line; Thence along the Utah Power & Light Company property line as follows: N 27° 07' W 79.19 feet; Thence N 00° 48' E 2590.90 feet; Thence S 89° 31' E 125.00 feet to the north-east corner of the Utah Power & Light Company property; Thence N 00° 48' E 2.37 feet to the east-west Quarter Section line; Thence along said line S 89° 56' 58" W 168.84 feet to the point of beginning, containing 1.96 acres.

PARCEL SEVEN

Beginning at a point on the North Line of Section 18, T1S, R1W, SLB&M, N 89° 59' 35" E 1353.61 feet from the Northwest corner of said Section 18; Thence along the Section Line N 89° 59' 35" E 10.05 feet to the Utah Power & Light Company Southwesterly property line; Thence along said line as follows: S 27° 07' E 1394.21 feet; S 63° 31' E 2765.4 feet; N 89° 59' E 4249.18 feet; Thence S 58° 38' 01" E 24.41 feet; Thence S 89° 59' W 4266.26 feet; Thence N 63° 31' W 2776.35 feet; Thence N 27° 07' W 1403.00 feet to the point of beginning, containing 2.15 acres.

Paula M. Swaner, Katherine M. Wallace and Constance C. Wallace join in this deed as Grantors for the purpose of relinquishing such rights in the property hereby conveyed, transferred and assigned as they may have acquired during marriage under the provisions of section 74-4-3, Utah Code Annotated, 1953, and for the purpose of relinquishing any other right, title, and interest acquired by each in said property, but each of them hereby disavows the making of any covenant or warranty in respect of said property of the kind described in Section 57-1-12, Utah Code Annotated 1953, or of any kind or nature whatsoever.

IN WITNESS WHEREOF, the said Grantors have executed this deed the day and year first above written.

Witness _____
Leland S. Swaner

Witness _____
Paula M. Swaner

Witness _____
John M. Wallace, a.k.a. John M. Wallace, Jr.

Witness _____
Katherine M. Wallace

Witness _____
M. Walker Wallace a.k.a. M. W. Wallace

Witness _____
Constance C. Wallace

Attest: _____
Its Chairman - Finance Committee

HOLLADAY COMMUNITY CHURCH
(United Church of Christ)
By _____
Its Moderator

Attest: _____
Its Secretary

ROWLAND HALL -- ST MARK'S SCHOOL
By _____
Its President

Grantors

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 12 day of May, 1969, personally appeared before me Leland S. Swaner and Paula M. Swaner, his wife; John M. Wallace, also known as John M. Wallace, Jr., and Katherine M. Wallace, his wife; M. Walker Wallace, also known as M. W. Wallace, and Constance C. Wallace, his wife; signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Wood R Worsley
Notary Public

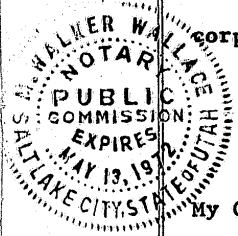
My Commission Expires:

4-9-70

Residing at Salt Lake City
Utah

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 12 day of May, 1969, personally appeared before me Don R. Rudy, who being by me duly sworn did say that he is the Moderator of Holladay Community Church (United Church of Christ), a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its Articles of Incorporation and said Don R. Rudy acknowledged to me that said corporation, executed the same.



M. Walker Wallace
Notary Public

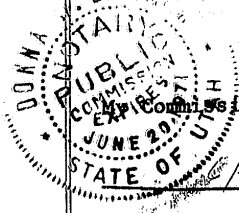
My Commission Expires:

May 13 1972

Residing at Salt Lake City

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 14th day of May, 1969, personally appeared before me Richard S. Watson, who being by me duly sworn did say that he is the President of Rowland Hall--St. Mark's School, a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said Richard S. Watson acknowledged to me that said corporation executed the same.



Donna A. Starn
Notary Public

My Commission Expires:

6/20/71

Residing at Salt Lake City