

1772576

Recorded APR 17 1961 at 1:26 p.m.  
Request of WESTERN STATES TITLE CO.  
Fee Paid Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 6.20 By F. Anselma Deputy  
Ref.

WARRANTY DEED

LELAND S. SWANER and PAULA M. SWANER, his wife, Grantors of Salt Lake City, Salt Lake County, Utah, hereby convey and warrant to ZIONS SECURITIES CORPORATION, a Utah corporation, with its principal place of business at Salt Lake City, Utah, Grantee, for the sum of One Hundred Dollars (\$100.00), and other good and valuable considerations, all of their right, title and interest consisting of an undivided one-half interest in and to the following described real property located in Salt Lake County, Utah:

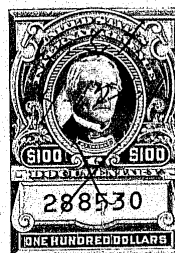
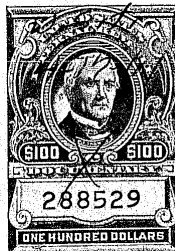


Beginning at a point which is 5,252.80 feet North and 95.73 feet East from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; said point being also 1,276.55 feet North 0°03'08" West and 81.07 feet North 89°52'21" East from a Salt Lake City monument located at the intersection of Andrew Avenue and Pioneer Road; and running thence South 89°52'21" West 3,906.93 feet; thence South 0°06'01" East 88.85 feet to the south line of California Avenue extended; thence South 89°56'52" West 37.16 feet; thence North 0°01'16" West 3,346.08 feet; thence East 176.00 feet; thence North 0°01'16" West 50.00 feet; thence East 176.00 feet; thence North 0°01'16" West 84.45 feet to the south line of 9th South Street; thence East 4,780.90 feet; thence South 19°20'43" West 3585.39 feet to the point of beginning.



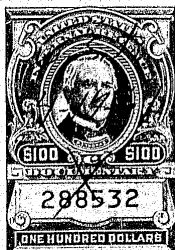
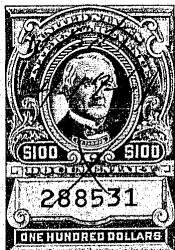
The following provisions, terms, covenants and conditions are a part of this deed, and in their application relate to the undivided one-half interest of Grantors in the above described property.

1. Conveyance is made subject to the following covenants, agreements, rights and reservations:



(a) Reservation in favor of United States of America acting by and through War Assets Administrator of all uranium, thorium, and all other materials 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. 1147189 of the records of Salt Lake County, Utah.

(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.

(c) The within grant is subject to easements for electric power and telephone lines, drainage and irrigation lines and ditches, and water lines, and facilities, which now exist or are filed of record in the office of the County Recorder of Salt Lake County, Utah, and Grantors reserve an easement for such utility lines and facilities, benefits of which inure to lands of Grantors and the right to maintain connections thereto. Grantors hereby grant to Grantee their right, title and interest in and to such utility lines and facilities, and Grantee by acceptance of grant assumes all obligations of Grantors relating to such utility lines and facilities. Grantors also grant to Grantee appurtenant and connecting utility line and facility easements as to those which now exist, or are recorded as aforesaid, over adjoining land of Grantors, benefits of which shall inure to the property first above described, and the right to maintain connections thereto.

(d) Either Grantors or Grantee shall have the right to make connections 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 one-fourth of the cost of such utility line.

(e) In the event that the railroads, who presently maintain the tracks 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.

(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 one-quarter 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 one-quarter 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  $0^{\circ}01'16''$  East 3,346.08 feet; thence West 25.0 feet; thence North  $0^{\circ}01'16''$  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  $0^{\circ}01'16''$  East 3,296.08 feet; thence North  $89^{\circ}56'52''$  East 12.12 feet; thence South  $0^{\circ}06'01''$  East 50.0 feet; thence South  $89^{\circ}56'52''$  West 37.16 feet; thence North  $0^{\circ}01'16''$  West 3,346.08 feet to the point of beginning.

(g) An easement for an irrigation ditch and facilities in favor of Brighton and North Point Irrigation Company.

2. Conveyance is made subject to the following further agreements, covenants and restrictions as to the use of said premises:

(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 front and rear

property lines, and twenty-five (25) feet from the side property lines when adjoining property sold by or owned by Grantors, otherwise not less than ten (10) feet from the side property lines.

(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 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, the same as though one deed had been executed covering all of such property.

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

(f) 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.

3. All of the covenants, agreements and restrictions herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns; and the restrictions as to the use of the said premises 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 in equity against the person

or persons, which shall include any person, partnership, association, or corporation, violating or threatening to violate the same.

WITNESS, the hands of said Grantors, this 14<sup>th</sup> day of April, 1961.

Leland S. Swaner  
Leland S. Swaner

Paula M. Swaner  
Paula M. Swaner

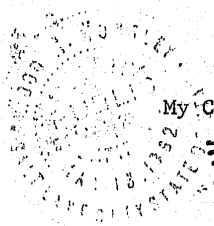
Signed in the presence of

[Signature]

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

On the 14<sup>th</sup> day of April, 1961, personally appeared before me 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.

[Signature]  
Notary Public  
Residing at Salt Lake City, Utah



My Commission Expires: