

U-1-1237

Recorded **SEP 6 1966** at 11:44 A.M.
Request of Hydro-Flame Corp.
1874 Pioneer Road, SLC
HAZEL TAGGERT CHASE
Recorder, Salt Lake County, Utah
\$6.00 By [Signature] Deputy
Book..... Page..... Ref.....

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WARRANTY DEED

ZIONS SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby CONVEYS AND WARRANTS to HYDRO-FLAME CORPORATION, a Utah corporation, grantee, of Salt Lake City, County of Salt Lake, State of Utah, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point which is 1057.044 feet South 0° 03' 08" West and 25.0 feet South 89° 45' 30" West from a Salt Lake City Monument located at the intersection of 17th South Street and Pioneer Road, 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 of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 89° 45' 30" West 181.44 feet; thence North 76° 05' West 466.454 feet; thence North 89° 56' 52" East 634.434 feet; thence South 0° 03' 08" East 112.0 feet to point of beginning.

Contains 1.053 acres.

Subject to all easements and reservations of record and to the following provisions, terms, covenants and conditions:

(a) Power Line Easement granted The Telluride Power Company by instrument recorded May 19, 1905 in Book 6Q of Deeds, pages 584-585, records of Salt Lake County, Utah; along a line situate 32 feet Westerly from the North and South half Section line in Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

(b) Easement for water mains granted Salt Lake City by instrument dated February 26, 1951 and recorded March 1, 1951 in Book 839 at page 184, records of Salt Lake County, Utah.

(c) Provisions and reservations appearing in deed from Leland S. Swaner, et ux, to Zions Securities Corporation, recorded in Book 1796 at page 548, records of Salt Lake County, Utah; another from John M. Wallace, et ux,



to Zions Securities Corporation recorded in Book 1796 at page 563, records of Salt Lake County, Utah.

(1) 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 the 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.

(2) The right of Union Tank Car Company to require dedication of a public street on the east side of parcels 11 and 12, in accordance with provisions of deed from Grantors to Union Tank Car Company, recorded as Entry No. 1692286, as aforesaid, (Parcels 11 and 12).

(3) Grantors reserve an easement twenty (20) feet in width for the installation, operation and maintenance of a railroad track and appurtenant facilities over the west twenty (20) feet of Parcels 10 and 12 thereof, and grant an easement twenty (20) feet in width to Grantee for the installation, operation and maintenance of a railroad track and appurtenant facilities over lands of Grantors between the north line of above easement reserved by Grantors and point of connection with present railroad track line to the north, the location of such easement to be determined by Grantors at the time of track installation. Either party may install a line of railroad track and appurtenant facilities over the easement granted herein at such party's cost, and the other shall reimburse installing party for one-fourth of such cost as a condition to use of the line of track, provided that Grantors shall

have the option, in common with other present owners of premises, to furnish rail for such installation in lieu of the obligation of all Grantors to pay for their share of such costs.

(4) 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 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.

(5) 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 omission of dust, odor, gas or fumes.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(c) Easement for canal 37 feet wide along the West side of this property as shown by survey of July 18, 1966, prepared by Sumner G. Margetts Co., Engineers.

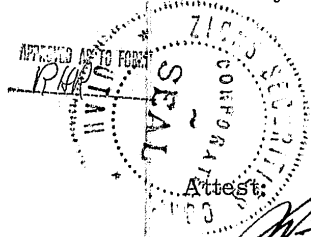
All of the covenants, agreements and restrictions herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns; and the restrictions as to the use of the said premises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

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting

duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 31st day of August, 1966.

ZIONS SECURITIES CORPORATION



Attest: W.H. Clawson
Secretary

By Taylor H. Merrill
Assistant Manager

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

On the 1 day of September, 1966, personally appeared before me TAYLOR H. MERRILL and WILLIAM H. CLAWSON, who being by me duly sworn did say, each for himself, that he, the said Taylor H. Merrill is the Assistant Manager and he, the said William H. Clawson is the Secretary of ZIONS SECURITIES CORPORATION, and that the within foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Taylor H. Merrill and William H. Clawson each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Charles [Signature]
Notary Public, residing at Salt Lake City, Utah

My commission expires:
My Commission Expires April 23, 1970