

After recording, return to:
Salt Lake City Recorder

SLC-SLCIA
03/19/85

NAVIGATION EASEMENT AFFECTING COUNTY TAX PARCEL # 15-18-401-005

WEIDER HEALTH & FITNESS

hereinafter referred to as "Grantor" hereby grants and conveys to SALT LAKE CITY CORPORATION, hereinafter referred to as "Grantee", for good and valuable consideration extended by the Grantee to the Grantor, in the form of Grantee's approval or development of Grantor's land by memorializing an existing prescriptive common law navigation easement associated with the existing aircraft activities in and around the Salt Lake City International Airport, the receipt and sufficiency of which are hereby acknowledged, a perpetual and assignable easement in the airspace above and over the parcel of land described in Exhibit "A", attached hereto and by this reference incorporated herein, hereinafter, referred to as the "real property", for the free and unrestricted passage of aircraft of any and all kinds now or hereafter developed for the purpose of transporting persons or property through the air, in, through, across and about the airspace over the Real Property. The airspace shall mean that space above the Real Property which is above the height limit established for the Salt Lake City International Airport by the Revised Ordinances of Salt Lake City, which for the Real Property is that space above a flat plain 415 feet mean sea level, as determined by U.S.G.S. datum coterminous with the boundaries of the Real Property (hereinafter referred to as the "Airspace").

Said easement is granted under the condition that civil aircraft yearly average noise level does not exceed 75 LDN for Zone B and 65 LDN for Zone C as those zones are described in Figure 3-1 of the Salt Lake International Airport Land Use Policy Plan dated August, 1982, (a copy of Figure 3-1 of said Plan is attached hereto as Exhibit B and by reference incorporated herein), or the equivalent to 65 LEC or 75 LDN, as appropriate, if a designation other than LDN is adopted by the U.S. Federal Government and is recognized as the generally accepted environmental noise descriptor, in which case the alternate equivalent designation shall apply. Zone A, as described in said Plan, shall not be restricted to any maximum yearly average noise level. During any period the maximum yearly average noise level was exceeded on any particular property by civil aircraft within Zone B or Zone C, this easement shall be inoperative solely with respect to the levels of noise exceeding the maximum levels authorized above for said property. However, on all other portions of the property where it cannot be proven that the authorized noise levels have been exceeded, this easement shall remain in full force and effect.

Grantor further agrees that the easement and rights hereby granted to the Grantee in the Airspace above and over the Real Property are for the purpose of insuring that the Airspace shall remain free and clear for the flight of aircraft landing at or taking off from or otherwise using the Salt Lake City International Airport described in Exhibit C attached hereto, and by this reference incorporated herein, (hereinafter referred to as "Airport"). Said easement and the rights appertaining thereto shall be for the benefit of Grantee, its successors, assigns,

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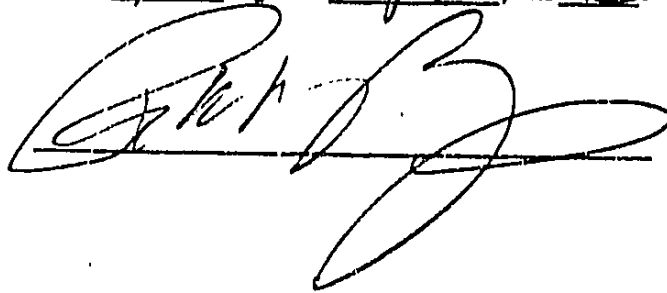
guests, invitees, including any and all persons, firms or corporations operating aircraft to or from the Airport, in perpetuity said easement, together with all things which may be alleged to be incidental to or to result from the use and enjoyment of said easement, shall run with the land and be binding upon and enforceable against all successors in right, title or interest to said Real Property and shall be unlimited as to frequency.

Grantor agrees that it, its heirs, successors and assigns shall not hereafter erect, or permit the erection or growth of any object within the Airspace. This easement grants the right of flight for the passage of aircraft in the Airspace, together with the right to cause or create, or permit or allow to be caused or created in the Airspace and within, above and adjacent to the Real Property, such annoyances as may be inherent in, or may arise or occur from or during the operation of aircraft, subject to the noise limitations described above.

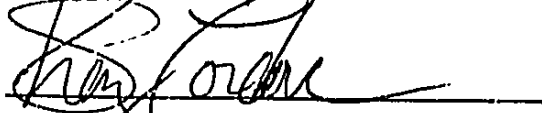
Grantor further agrees that all structures to be constructed on Grantor's Real Property described on Exhibit A shall provide and maintain applicable sound attenuation ordinance requirements to insulate occupants from noise to mitigate any adverse impact from aircraft noise.

Grantor acknowledges that Grantor has signed and granted this easement with the height of the easement unspecified and blank. Grantor agrees that grantee may fill in the blank at the elevation required by easement without grantors further signature or approval.

WITNESS the hand of the Grantor this 15th day of April, 1993.



ATTEST:

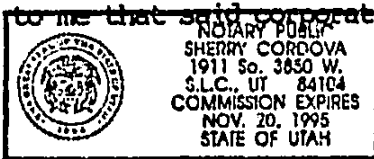


TITLE:

Executive Assistant

STATE OF UTAH)
)ss
County of Salt Lake)

On this 14 day of April, 1993 A.D., personally appeared before me, the undersigned Notary Public in and for said County of Salt Lake in said State of Utah, Robert K. Reynolds, who being by me duly sworn, deposed and said person is the COO of Wesder Health & Fitness, a Utah Corporation, that the above easement was signed by them and duly acknowledged to me that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said officers acknowledged to me that said corporation executed the same.



Sherry Cordova
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My commission expires:

11-20-95

(corporation acknowledgment)

Attachments
13 pgs

Commitment No. D130358-1

- 1. Effective Date: April 02, 1993 at 3:00 A.M.
- 2. Policy to be issued:

"ALTA" Owner's Policy
(4-6-90)

\$tbp

Proposed Insured:

WEIDER HEALTH AND FITNESS, a Utah corporation

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

- 4. Title to the estate or interest covered herein is at the effective date hereof vested in:

CENTENNIAL PARK, LIMITED, a Utah limited partnership

- 5. The land referred to in this Commitment is situated in the State of Utah, County of Salt Lake and is described as follows:

A parcel of land being that part of Lot No. 6 of the Centennial Industrial Park, Phase IV, located in Section 18, Township 1 South, Range 1 West of the Salt Lake Base and Meridian in Salt Lake City, Salt Lake County, State of Utah, recorded as Entry No. 3291285 in the office of the Recorder of said County, more particularly described as follows:

BEGINNING at the southwest corner of said Lot 6; thence North 00°07'23" West a distance of 1044.56 feet along the westerly boundary of said Lot 6; thence North 89°52'37" East a distance of 370.00 feet; thence South 00°07'23" East a distance of 957.31 feet along the easterly boundary of said Lot 6 to a point of curva; thence Southwesterly 41.89 feet on the arc of a curve to the right with a radius of 30.00 feet, a

SCHEDULE A

central angle of $80^{\circ}00'00''$ and a chord which bears South $39^{\circ}52'37''$ West a distance of 38.57 feet to a point of tangency; thence South $79^{\circ}52'37''$ West a distance of 244.74 feet along the southerly boundary of said Lot 6 to a point of curve; thence Southwesterly 105.31 feet on the arc of a curve to the right with a radius of 1820.00 feet, a central angle $3^{\circ}18'56''$ and a chord which bears South $81^{\circ}32'05''$ West a distance of 105.31 feet to the point of BEGINNING.

EXHIBIT "A"

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The following description is the Grantor's Real Property situated
in Salt Lake County, commonly referred to as CENTENNIAL PARK
Subdivision.

DESCRIPTION: (Tax Parcel # 15-18-401-005)

(Attachments)

SALT LAKE INTERNATIONAL AIRPORT

BOUNDARY DESCRIPTION

Beginning at a point 806.03 feet N. $0^{\circ} 02' 38''$ E. of the South $1/4$ corner of Section 33, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being on the Northerly right-of-way line of North Temple Street, and running thence S. $89^{\circ} 58' 33''$ W. 340.71 feet along said right-of-way line; thence S. $0^{\circ} 02' 38''$ W. 805.75 feet to the South line of Section 33, thence N. $89^{\circ} 58' 33''$ E. 340.71 feet along said section line to the South $1/4$ corner of Section 33 (said $1/4$ corner is also the North $1/4$ corner of Section 4, T.1S., R.1W.); thence S. $0^{\circ} 11' 26''$ E. 2,299.43 feet to the northerly right-of-way of the Western Pacific Railroad main line siding; thence S. $77^{\circ} 49' 01''$ W. 581.95 feet; thence S. $0^{\circ} 12' 04''$ E. 238 feet, more or less, to the $1/4$ section line; thence S. $89^{\circ} 57' 09''$ W. 188 feet, more or less; thence N. $0^{\circ} 12' 04''$ W. 197 feet, more or less, to the northerly right-of-way line of the Western Pacific Railroad main line siding; thence S. $77^{\circ} 49' 01''$ W. 1,932.50 feet to the west line of said Section 4 (said line is also the east line of Section 5, T.1S., R.1W.); thence S. $77^{\circ} 49' 01''$ W. 230.26 feet to a point on a 3,852.83 foot radius curve to the left, said point also being on the northerly right-of-way line of the relocated Salt Lake Garfield and Western Railroad; thence Southwesterly 397.14 feet along said curve to a point 116 feet perpendicularly distant northwesterly to the Western Pacific Railroad main line track; thence Southwesterly and parallel to said railroad track 3,459 feet, more or less, thence S. $78^{\circ} 00' 55''$ W. 1,343

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feet, more or less, to the west line of said Section 5 (said line is also the east line of Section 6, T.1S., R.1W.); thence S. $78^{\circ} 00' 55''$ W. 238 feet, more or less, to the westerly highway right-of-way and non-access line of UDOT Project #I-80-3(5)116; thence N. $1^{\circ} 25' 59''$ W. 622 feet, more or less, along said right-of-way line to a point on a 1,527.89 foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. $1^{\circ} 50' 34''$ W.); thence Northwesterly 769.68 feet along said curve to the north line of the NE 1/4 SE 1/4 of said Section 6; thence Northwesterly 971.37 feet along the arc of a 1,672.95 foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. $34^{\circ} 24' 21''$ W.); thence N. $63^{\circ} 47' 38''$ W. 1,084.09 feet; thence N. $55^{\circ} 55' 36''$ W. 436.08 feet; thence West 83.57 feet to a point on a 2,894.79 foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. $51^{\circ} 35' 12''$ W.); thence Northwesterly 246.45 feet along said curve; thence N. $57^{\circ} 07' 49''$ W. 100.52 feet; thence N. $57^{\circ} 27' 53''$ W. 328.82 feet; thence N. $57^{\circ} 47' 59''$ W. 200.79 feet to a point on a 5,759.58 foot radius curve to the left (Note: Tangent to said curve at its point of beginning bears N. $58^{\circ} 28' 02''$ W.); thence Northwesterly 640 feet, more or less, along said curve; thence North 545 feet more or less, to the north section line of said Section 6; thence North 850.50 feet; thence East 46.47 feet; thence N. $4^{\circ} 58' 32''$ W. 4,445.67 feet to the north line of Section 31, T.1N., R.1W.; thence West 1,009.82 feet along said line to the northwest corner of said Section 31; thence North 15,840 feet to the northwest corner of Section 18, T.1N., R.1W.; thence East 10,560 feet to the northeast corner of Section 17, T.1N., R.1W.; thence South 5,280 feet to the northwest corner of Section 21, T.1N., R.1W.; thence East

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2,640.0 feet; thence South 660.0 feet; thence East 1,320.0 feet; thence South
14,374.25 feet to the northerly right-of-way line of North Temple Street;
thence S. 89° 58' 38" W. 1,254 feet, more or less, along said right-of-way
line to the point of beginning.

Contains 6,732 acres, more or less. (Excluding the Highway R.O.W.)

BY: G. Larry Jones

CHECKED: Michael F. Widdison

ACCOUNT NO: 19-A-1

DATE: October 29, 1982 (Revised)

NO FEE

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06 MAY 93 01:57 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY BUILDING SERVICES
451 S STATE ROOM 215
ATTN: LARRY BUTCHER
REC BY: REBECCA GRAY , DEPUTY

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