

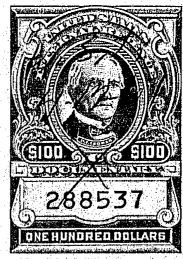
Recorded APR 17 1961 at 1:27 p.m.  
Request of WESTERN STATES TITLE CO.  
Fee Paid. Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 26.60 By *Flansburg* Deputy  
Ref.

1772577

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 tracts of land in Salt Lake County, Utah, hereinafter collectively called the "premises":

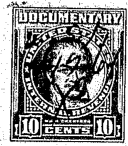
Parcel 1-A:



Beginning at a point which is 292.0 feet North 83° 41'52" East and 25.15 feet North 0°03'08" West from a Salt Lake City monument located at the intersection of California Avenue and Swaner Road, said point of beginning being 53.07 feet South and 2,649.64 feet West from the North 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South 83°41'52" West 317.16 feet; thence South 0°05'08" East 22.41 feet; thence South 89°56'52" West 1,282.02 feet; thence South 0°03'08" East 24.14 feet; thence South 89°56'52" West 624.77 feet; thence South 66°33'52" West 26.39 feet; thence southwesterly along the arc of a curve to the left (radius 605.93 feet, bearing South 23°26'08" East) 353.04 feet; thence South 33°10'52" West 144.08 feet; thence South 0°03'08" East 4.37 feet to a point in the east line of Pioneer Road; thence northwesterly along the arc of a curve to the left (radius 277.42 feet, bearing South 89°56'52" West) 435.77 feet; thence South 89°56'52" West 1,971.67 feet; thence South 0°03'08" East 50.0 feet to the south line of California Avenue; thence South 89°56'52" West 1,601.69 feet; thence North 0°06'01" West 88.85 feet; thence North 89°52'21" East 3,906.93 feet; thence North 19°20'43" East 3,585.39 feet to the south line of 9th South Street; thence East 303.64 feet to the westerly right of way line of the Surplus Canal; thence South 39°12'59" East 187.57 feet; thence North 50°47'01" East 20.00 feet; thence South 39°12'59" East 846.22 feet; thence South 50°47'01" West 25.00 feet; thence southeasterly along the arc of a curve to the left (radius 2,625 feet, bearing North 50°47'01" East) 448.68 feet; thence South 49°00'35" East 107.02 feet; thence South 0°03'08" East 2,065.48 feet to the point of beginning.



Parcel 2:



Beginning at a point which is 25.0 feet North 0°05'08" West and 25.0 feet North 89°56'52" West from a Salt Lake City Monument at the intersection of 15th South and Swaner Road; said point of beginning being 939.09 feet South and 2,963.45 feet West from the North 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South 89°56'52" West 1,282.56 feet; thence North 0°03'08" West 934.94 feet; thence North 89°56'52" East 1,070.02 feet; thence South 0°05'08" East 301.80 feet; thence North 89°54'52" East 212.00 feet to the west line of Swaner Road; thence South 0°05'08" East 633.27 feet to the point of beginning.

Parcel 2-A:

Beginning at a point which is 44.85 feet North  $83^{\circ}41'52''$  East and 25.0 feet South  $6^{\circ}18'08''$  East from a Salt Lake City monument located at the intersection of Swaner Road and California Avenue, said point of beginning being 24.06 feet South and 2,892.53 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $83^{\circ}41'52''$  East 316.97 feet; thence South  $0^{\circ}03'08''$  East 949.27 feet to the north line of 15th South; thence South  $89^{\circ}54'52''$  West 311.85 feet; thence Northerly along the arc of a curve to the right (radius 25.0 feet, bearing North  $0^{\circ}05'08''$  West) 39.27 feet to the east line of Swaner Road; thence North  $0^{\circ}05'08''$  West 865.09 feet; thence easterly along the arc of a curve to the right (radius 25.0 feet, bearing North  $89^{\circ}54'52''$  East) 36.56 feet to the point of beginning.

Parcel 3:

Beginning at a point which is 239.0 feet South  $89^{\circ}56'52''$  West and 25.0 feet North  $0^{\circ}03'08''$  West from a Salt Lake City monument at the intersection of 17th South and Swaner Road; said point of beginning being 685.62 feet West and 2,691.90 feet North from the Southwest corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South  $89^{\circ}56'52''$  West 1,088.88 feet; thence North  $0^{\circ}03'08''$  West 1,021.90 feet to the south line of a Salt Lake City drainage canal right of way; thence South  $89^{\circ}56'52''$  West 840.0 feet to the east line of Pioneer Road; thence North  $0^{\circ}03'08''$  West 606.73 feet to the south line of 15th South Street; thence North  $89^{\circ}56'52''$  East 2,276.89 feet to the west line of Swaner Road; thence South  $0^{\circ}05'08''$  East 420.78 feet; thence southerly along the arc of a curve to the right (radius 75.0 feet, bearing South  $89^{\circ}54'52''$  West) 19.68 feet; thence South  $14^{\circ}56'52''$  West 492.39 feet; thence southerly along the arc of a curve to the left (radius 125.0 feet, bearing South  $75^{\circ}03'08''$  East) 32.73 feet; thence South  $0^{\circ}03'08''$  East 280.44 feet; thence South  $89^{\circ}56'52''$  West 214.0 feet; thence South  $0^{\circ}03'08''$  East 400.0 feet to the point of beginning.

Parcel 4:

Beginning at a point which is 364.56 feet North  $83^{\circ}41'52''$  East and 25.15 feet South  $0^{\circ}03'08''$  East from a Salt Lake City monument at the intersection of Swaner Road and California Avenue; said point of beginning being 10.74 feet North and 2,577.47 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $83^{\circ}41'52''$  East 51.92 feet; thence easterly along the arc of a curve to the left (radius 607.40 feet, bearing North  $6^{\circ}18'08''$  West) 443.75 feet; thence North  $41^{\circ}50'22''$  East 629.84 feet; thence easterly along the arc of a curve to the right (radius 25.0 feet, bearing South  $48^{\circ}09'38''$  East) 39.30 feet to the south line of Fortune Road; thence South  $48^{\circ}06'08''$  East 401.27 feet; thence easterly along the arc of a curve to the left (radius 875.0 feet, bearing North  $41^{\circ}53'52''$  East) 160.48 feet; thence South  $58^{\circ}36'38''$  East 359.20 feet; thence easterly along the arc of a curve to the right (radius

1,155.0 feet bearing South  $31^{\circ}23'22''$  West) 12.17 feet; thence South  $48^{\circ}05'08''$  East 343.85 feet; thence South  $0^{\circ}03'08''$  East 714.76 feet to the north line of 15th South extended; thence South  $89^{\circ}54'52''$  West 1,337.14 feet; thence northerly along the arc of a curve to the left (radius 736.84 feet, bearing South  $59^{\circ}52'38''$  West) 411.02 feet; thence North  $62^{\circ}05'00''$  West 140.00 feet; thence northerly along the arc of a curve to the right (radius 582.96 feet, bearing North  $27^{\circ}55'00''$  East) 523.0 feet; thence North  $0^{\circ}03'08''$  West 194.27 feet to the point of beginning.

Parcel 4-A:

Beginning at a point which is 292.0 feet North  $83^{\circ}41'52''$  East and 25.15 feet North  $0^{\circ}03'08''$  West from a Salt Lake City monument located at the intersection of California Avenue and Swaner Road; said point of beginning being 53.07 feet South and 2,649.64 feet West from the North 1/4 Corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $0^{\circ}03'08''$  West 2,065.48 feet to the south right of way line of the Surplus Canal; thence South  $49^{\circ}00'35''$  East 1103.05 feet; thence southeasterly along the arc of a curve to the left (radius 2,125.0 feet, bearing North  $40^{\circ}59'25''$  East) 196.80 feet; thence South  $54^{\circ}18'58''$  East 1,309.59 feet; thence southeasterly along the arc of a curve to the right (radius 775.0 feet, bearing South  $35^{\circ}41'02''$  West) 147.75 feet; thence South  $0^{\circ}03'08''$  East 597.47 feet to the north line of Fortune Road; thence North  $48^{\circ}05'08''$  West 364.75 feet; thence northwesterly along the arc of a curve to the left (radius 1,205.0 feet, bearing South  $41^{\circ}54'52''$  West) 221.35 feet; thence North  $58^{\circ}36'38''$  West 359.20 feet; thence northwesterly along the arc of a curve to the right (radius 825.0 feet, bearing North  $31^{\circ}23'22''$  East) 151.13 feet; thence North  $48^{\circ}06'08''$  West 1,437.28 feet; thence South  $41^{\circ}53'52''$  West 50.0 feet; thence South  $48^{\circ}06'08''$  East 936.01 feet; thence southerly along the arc of a curve to the right (radius 25.0 feet, bearing South  $41^{\circ}53'52''$  West) 39.24 feet to the westerly line of California Avenue; thence South  $41^{\circ}50'22''$  West 629.94 feet; thence westerly along the arc of a curve to the right (radius 557.40 feet, bearing North  $48^{\circ}09'38''$  West) 407.22 feet; thence South  $83^{\circ}41'52''$  West 119.01 feet to the point of beginning.

Parcel 5:

Beginning at a point which is 181.12 feet North  $89^{\circ}54'52''$  East and 25.0 feet South  $0^{\circ}05'08''$  East from a Salt Lake City monument located at the intersection of 15th South and Wallace Road; said point of beginning being 987.41 feet South and 1,824.58 feet West from the North 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence southerly along the arc of a curve to the right (radius 583.86 feet, bearing South  $71^{\circ}15'13''$  West) 190.50 feet; thence South  $0^{\circ}03'08''$  East 189.65 feet; thence South  $89^{\circ}52'52''$  West 86.91 feet; thence North  $0^{\circ}03'08''$  West 106.85 feet; thence South  $89^{\circ}56'52''$  West 100.0 feet to the east line of Wallace

Road; thence North  $0^{\circ}03'08''$  West 244.93 feet; thence easterly along the arc of a curve to the right (radius 25.0 feet bearing North  $89^{\circ}56'52''$  East) 39.28 feet to the south line of 15th South; thence North  $89^{\circ}54'52''$  East 131.09 feet to the point of beginning.

Parcel 6:

Beginning at a point which is 145.53 feet South  $0^{\circ}03'08''$  East and 25.0 feet North  $89^{\circ}56'52''$  East from a Salt Lake City Monument located at the intersection of 15th South and Industrial Road, said point of beginning being 1,107.56 feet South and 1,560.87 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence southerly along the arc of a curve to the right (radius 572.96 feet, bearing South  $68^{\circ}35'17''$  West) 83.29 feet; thence North  $89^{\circ}54'52''$  East 248.52 feet; thence North  $0^{\circ}03'08''$  West 194.34 feet to the southerly line of 15th South; thence southerly along the arc of a curve to the right (radius 305.0 feet, bearing South  $11^{\circ}00'53''$  West) 420.18 feet; thence South  $0^{\circ}03'08''$  East 97.64 feet; thence South  $89^{\circ}52'14''$  West 519.58 feet to the east line of Industrial Road; thence North  $0^{\circ}03'08''$  West 282.68 feet to the point of beginning.

Parcel 7:

Beginning at a point which is 810.0 feet North  $0^{\circ}03'08''$  West and 25.0 feet North  $89^{\circ}56'52''$  East from a Salt Lake City monument at the intersection of 17th South and Empire Road; said point of beginning being 1,830.93 feet south and 990.64 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $0^{\circ}03'08''$  West 539.56 feet; thence westerly along the arc of a curve to the left (radius 355.0 feet, bearing North  $89^{\circ}56'52''$  West) 557.84 feet; thence North  $89^{\circ}54'52''$  East 822.50 feet; thence South  $0^{\circ}03'08''$  East 204.90 feet; thence southerly along the arc of a curve to the right (radius 568.84 feet bearing South  $89^{\circ}56'52''$  West) 99.28 feet; thence South  $9^{\circ}56'52''$  West 138.80 feet; thence southerly along the arc of a curve to the left (radius 551.64 feet, bearing South  $80^{\circ}03'08''$  East) 96.28 feet; thence South  $0^{\circ}03'08''$  East 358.88 feet; thence South  $89^{\circ}56'52''$  West 426.17 feet to the point of beginning.

Parcel 8:

Beginning at a point which is 50.0 feet South  $0^{\circ}03'08''$  East and 25.0 feet South  $89^{\circ}56'52''$  West from a Salt Lake City monument located at the intersection of 17th South and Industrial Road, said point of beginning being 1,625.13 feet West and 2607.32 feet North from the South  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South  $0^{\circ}03'08''$  East 1,203.47 feet; thence South  $89^{\circ}56'52''$  West 406.06 feet; thence North

0°07'08" West 1,228.47 feet to the south line of 17th South; thence North 89°56'52" East 382.49 feet; thence along the arc of a curve to the right (radius 25.0 feet, bearing South 0°03'08" East) 39.27 feet to the point of beginning.

Parcel 9:

Beginning at a point which is 78.02 feet North 0°03'08" West and 80.0 feet South 89°56'52" West from a Salt Lake City monument located at the intersection of 21st South and Redwood Road; said point of beginning being 77.07 feet West and 79.68 feet North from the South 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North 0°03'08" West 963.58 feet; thence South 89°54'32" West 778.55 feet; thence South 0°03'08" East 965.63 feet to the north line of 21st South; thence North 89°45'30" East 778.56 feet to the point of beginning.

Parcel 9-A:

Beginning at a point which is 25.0 feet North 89°56'52" East from the intersection of the center line of Empire Road and Associated Avenue; said point of beginning being 1,004.12 feet West and 1,043.52 feet North from the South 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North 0°03'08" West 385.89 feet; thence North 89°56'52" East 266.17 feet; thence South 0°03'08" East 387.45 feet; thence South 89°54'32" West 118.55 feet; thence North 0°03'08" West 1.64 feet; thence South 89°56'52" West 147.62 feet to the point of beginning.

Parcel 10:

Beginning at a point which is 697 feet South 89°45'30" West and 50 feet North 0°03'08" West from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South 89°45'30" West 550.86 feet; thence North 1,722.38 feet; thence South 76°05'00" East 978.22 feet; thence South 0°03'08" East 396.0 feet; thence South 89°45'30" West 400.0 feet; thence South 0°03'08" East 1,087.10 feet to the point of beginning.

Parcel 11:

Beginning at a point which is 1,057.04 feet South 0°03'08" East from a Salt Lake City monument located at the intersection of 17th South and Pioneer Road; said point of beginning being 17.97 feet East and 1,619.28 feet North from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South 0°03'08" East 482.72 feet; thence South 89°45'30" West 206.44 feet; thence North 0°03'08" West 482.72 feet; thence North 89°45'30" East 206.44 feet to the point of beginning.

Parcel 12:

Beginning at a point which is 328.35 feet South  $0^{\circ}03'08''$  East from a Salt Lake City Monument located at the intersection of 17th South and Pioneer Road; said point of beginning being 17.30 feet East and 2,347.98 feet North from the South  $1/4$  corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South  $0^{\circ}03'08''$  East 728.69 feet; thence South  $89^{\circ}45'30''$  West 206.44 feet; thence North  $76^{\circ}05'00''$  West 1,091.46 feet; thence North 465.90 feet; thence North  $89^{\circ}56'52''$  East 1,265.20 feet to the point of beginning.

Parcel 13:

Beginning at a point which is 107.59 feet North  $48^{\circ}05'08''$  West and 33.62 feet North  $0^{\circ}03'08''$  West from the intersection of the monument lines of Fortune Road and Redwood Road; said point of beginning being 565.73 feet South and 65.62 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $48^{\circ}05'08''$  West 251.33 feet; thence North  $0^{\circ}03'08''$  West 56.47 feet; thence South  $48^{\circ}05'00''$  East 251.34 feet to the west line of Redwood Road; thence South  $0^{\circ}03'08''$  East 56.46 feet to the point of beginning.

Parcel 14:

Beginning at a point which is 264.40 feet South  $0^{\circ}03'08''$  East and 80.0 feet South  $89^{\circ}54'52''$  West from the intersection of the Monument lines of Fortune Road and Redwood Road, said point of beginning being 935.74 feet South and 65.29 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South  $0^{\circ}03'08''$  East 50.0 feet; thence South  $89^{\circ}54'52''$  West 458.90 feet; thence North  $0^{\circ}03'08''$  West 50.0 feet; thence North  $89^{\circ}54'52''$  East 458.90 feet to the point of beginning.

Parcel 15:

Beginning at a point which is 557.06 feet South  $89^{\circ}56'52''$  West and 23.14 feet North  $82^{\circ}29'20''$  West and 29.95 feet North  $0^{\circ}03'08''$  West from a Salt Lake City Monument at the intersection of 17th South and Redwood Road; said point of beginning being 2,673.87 feet South and 579.43 feet West from the North  $1/4$  corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence South  $89^{\circ}56'42''$  West 18.17 feet; thence North  $0^{\circ}03'08''$  West 794.40 feet; thence North  $89^{\circ}56'52''$  East 18.17 feet; thence South  $0^{\circ}03'08''$  East 794.40 feet to the point of beginning.

Parcel 16:

Beginning at a point which is 623.08 feet South  $89^{\circ}56'52''$  West and 33.0 feet South  $0^{\circ}03'08''$  East from a Salt Lake City Monument at the intersection of Redwood Road and 17th South; said point of beginning being

2,607.83 feet North and 622.45 feet West from the South 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $0^{\circ}05'18''$  West 16.55 feet to the South line of 17th South; thence South  $82^{\circ}29'20''$  East 125.72 feet; thence South  $89^{\circ}56'52''$  West 124.62 feet to the point of beginning.

Parcel 17:

Beginning at a point which is 623.08 feet South  $89^{\circ}56'52''$  West and 33.0 feet South  $0^{\circ}03'08''$  East from a Salt Lake City Monument at the intersection of Redwood Road and 17th South; said point being 2,607.83 feet North and 622.45 feet West from the South 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $89^{\circ}56'52''$  East 40.0 feet; thence South  $9^{\circ}48'49''$  West 232.61 feet; thence North  $0^{\circ}05'18''$  West 229.17 feet to the point of beginning.

Parcel 18:

Beginning at a point which is 673.09 feet South  $0^{\circ}03'08''$  East and 391.27 feet North  $89^{\circ}56'52''$  East from a Salt Lake City Monument located at the intersection of Empire Road and 17th South, said point of beginning being 638.71 feet West and 1,985.12 feet North from the South 1/4 corner of Section 15, Township 1 South, Range 1 West, S.L.B. & M.; and running thence North  $89^{\circ}56'52''$  East 17.21 feet to the west line of the U. S. Government property; thence South  $0^{\circ}05'18''$  East 282.74; thence South  $89^{\circ}54'32''$  West 17.39 feet; thence North  $0^{\circ}03'08''$  West 282.76 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. (Parcel notations are for convenience only, and the use of "Grantors" in reference to prior deeds and agreements may include John M. Wallace, and Glenn Walker Wallace, his wife):

1. There are hereby conveyed by Grantors to Grantee the following rights, covenants and easements, and by acceptance hereof, Grantee agrees to assume and discharge any obligations of Grantors relative thereto:

(a) The right as reserved in Grantors by agreement dated January 22, 1957 with California Spray-Chemical Company to require it to pay to Grantors one-fourth of the cost of paving Parcel 14 apportioned to the 458.90 feet of property owned by California Spray-Chemical Company.

(b) An easement in common with others for the installation, operation, maintenance and repair of a storm drain sewer line and all appurtenant facilities in accordance with reservation of easement in deed from Grantors to Westinghouse Electric Corporation, recorded as Entry No. 1745694 in the office of the County Recorder of Salt Lake County, Utah, and in accordance with reservation of easement in deed from Grantors to The Fibro Company, recorded as Entry No. 1739932, as aforesaid, and corrected by deed supplement, recorded as Entry No. 1749200, as aforesaid. (Parcel 7).

(c) The right of Grantors to require the dedication of Industrial Road by Interstate Motor Lines, Inc. in accordance with the provisions of deed of Grantors to Interstate Motor Lines, Inc., recorded as Entry No. 1696044, as aforesaid, as subject to and together with rights relative to apportionment of cost in accordance with the provisions of deed of Grantors to Western Electric Company, recorded as Entry No. 1710834, as aforesaid. (Parcel 8).

(d) The right of Grantors to acquire easements for the installation, maintenance, operation and repair and ownership of railroad lines, including tracks and all appurtenant facilities, in accordance with the provisions of deed of Grantors to Western Electric Company, recorded as Entry No. 1710834, as aforesaid, and also the right of Grantors to require the dedication of a public street, fifty (50) feet in width, upon the east 172.62 feet of the north side of land granted to Western Electric Company, in accordance with the provisions of said deed. (Parcels 9 and 9-A).

(e) An easement in common with others for the construction, operation and maintenance of an underground storm water sewer line as granted to Grantors pursuant to agreement dated March 28, 1960 between Grantors and Western Electric Company, recorded as Entry No. 1710835, as aforesaid, and pursuant to agreement dated March 17, 1960 between Grantors and Union Tank Car Company, recorded as Entry No. 1710832, as aforesaid, and pursuant to agreement dated April 13, 1960 between Grantors and Interstate Motor Lines, Inc., recorded as Entry No. 1710833, as aforesaid. Such easement rights from Union Tank Car Company terminate unless said sewer line is constructed on or before January 1, 1966, pursuant to supplemental agreement between Grantors and Union Tank Car Company dated April 30, 1960. (Parcel 9 and 9-A).

(f) The right as reserved in Grantors by deed to Union Tank Car Company, recorded as Entry No. 1622286, as aforesaid, to require dedication of a public street east of Parcels 11 and 12.

(g) A right-of-way reserved in Grantors and the right of participation of costs upon dedication for street improvements thereon, in accordance with the provisions of a deed from Grantors to Violet J. Olsen, recorded as Entry No. 1446748, as aforesaid. (Parcels 2 and 2-A).

(h) An easement in common with others for the installation, maintenance, operation and repair of a railroad line, including tracks and all appurtenant facilities, and covenants



of cost relating thereto, in accordance with the provisions of deed from Grantors to Interstate Motor Lines, Inc., recorded as Entry No. 1696044, as aforesaid. (Parcel 8).

(i) The right as reserved in Grantors by deed to Nu Art Lighting and Manufacturing Company, recorded as Entry No. 1694122, as aforesaid, to require dedication of a public street. (Parcels 11 and 12).

(j) The right as reserved in Grantors by deed to Wilson Products Company, recorded as Entry No. 1694122, as aforesaid, to acquire rights-of-way in accordance with the provisions of such deed.

(k) The right in common with Grantors to make railroad track connection and reservation of railroad easements in accordance with grant of Grantors to The Commercial Shearing and Stamping Company, recorded as Entry No. 1233758, as aforesaid. (Parcel 1-A).

(l) The right to use, in common with others, the present main line railroad trackage and all extensions thereof located within the area commonly known and described as the Industrial Center in Salt Lake City, Utah, and which are necessary for the convenience, use and occupancy of the hereinbefore described real property.

2. Conveyance is made subject to the following 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) A highway and utility easement on and within Pioneer Road, as extended, and the right to construct railroad spur tracks and rail track connections in accordance with the provisions of deed from Grantors to Commercial Shearing and Stamping Company, a corporation, recorded at Book 834, page 449, as aforesaid, subject to provisions of supplemental agreement between such parties dated February 3, 1951, and recorded as Entry No. 1233758, as aforesaid. (Parcel 1-A).

(c) An easement for the installation, operation, maintenance and repair of a storm sewer line and all appurtenant facilities in accordance with the provisions of a deed from Grantors to Westinghouse Electric Corporation, recorded as Entry No. 1745694, as aforesaid, in accordance with provisions of deeds to The Fibro Company, recorded as Entry No. 1739932, as aforesaid, to The Fibro Company, recorded as Entry No. 1739933, as aforesaid, and to The Fibro Company, recorded as Entry No. 1696195, as aforesaid. Grantors grant to Grantee, herein, all right, title and interest of Grantors in said storm sewer lines,

in accordance with agreement between Grantors and The Fibro Company dated December 11, 1959. (Parcel 7).

(d) An easement for the installation, maintenance, operation and repair of a railroad line, including tracks and all other appurtenant facilities, in accordance with the provisions of a deed from Grantors to Western Electric Company, recorded as Entry No. 1710834, as aforesaid, and also for the construction, operation and maintenance of underground sanitary sewer lines and an easement for the construction, operation and maintenance of an underground storm water sewer line, as set forth in said deed. (Parcel 8).

(e) 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. 1622286, as aforesaid. (Parcels 11 and 12).

(f) An easement for the installation, maintenance, operation and repair of a railroad line, including tracks and all other appurtenant facilities, in accordance with the provisions of a deed from Grantors to Interstate Motor Lines, Inc., recorded as Entry No. 1696044, as aforesaid. (Parcel 8).

(g) An easement for the installation, maintenance, operation and repair of a railroad spur line and facilities, together with a sanitary sewer line, in accordance with the provisions of a grant from Grantors to John Deere Company of Moline, recorded as Entry No. 1750420, as aforesaid.

(h) An easement for a roadway in accordance with the provisions of a grant from Grantors to The Fibro Company, recorded as Entry No. 1749895, as aforesaid. (Parcel 7).

(i) An easement twenty (20) feet in width in favor of Union Tank Car Company, a New Jersey corporation, for the installation, maintenance, operation and repair of a railroad line, including tracks and appurtenant facilities, extending from a point on the present railroad tracks located in Parcel No. 3 hereof about fifty (50) feet east of Pioneer Road, and running southeasterly on a curve to the north line of property owned by Grantors and to a point to the east of buildings of Grantors thereon.

(j) An easement for the construction, operation and maintenance of a roadway in accordance with grant of easement of Grantors to The Fibro Company, a co-partnership, recorded as Entry No. 1749895, as aforesaid. (Parcel 7).

(k) 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 hereof, 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 party 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.

(l) A right-of-way over the north twenty-five (25) feet of Parcel No. 14, in accordance with provisions of deed from Grantors to Skaggs Drug Center, Inc., recorded as Entry No. 1472856, as aforesaid.

(m) An easement for an irrigation ditch and facilities in favor of Brighton and North Point Irrigation Company as located in the southwest portion of Parcel No. 10.

3. Conveyance is made subject to the following agreements, covenants and conditions relating to said premises:

(a) A system of utilities consisting of gas lines, electric power and telephone pole lines, sanitary sewer lines, storm drain sewer lines, railroad track systems, open drain ditches, and facilities serve the area in which the "premises" are located, which area is hereinafter described, and traverse all or part of the lands granted herein or owned by Grantee as well as lands owned or previously granted by Grantors to third parties. Such utilities must function as an integral system. The within grant is, therefore, subject to easements and rights-of-way of such utility 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 all utility lines and facilities located within the hereinafter described "utility area", and Grantee by acceptance of grant assumes all obligations of Grantors relating to such utility lines and facilities. Grantors also grant to Grantee appurtenant utility line and facility easements as to presently existing utility lines which are connected at the common boundaries of lands of Grantors and Grantee acquired hereunder, over adjoining land of Grantors, benefits of which shall inure to the "premises" and the right to maintain connections thereto. Grantors and Grantee shall each pay for one-quarter of the cost of crossing maintenance of four rail-highway crossings now located on Pioneer Road and one crossing now located on Andrew Avenue. The railroad track system in said areas is subject to an agreement relative to maintenance and operation of trackage between J. M. Wallace and L. S. Swaner and Los Angeles and Salt Lake Railroad Company, the Union Pacific Railroad Company, and The Denver and Rio Grande Western Railroad Company, dated January 28, 1953, as supplemented. The "utility area" referred to above is more particularly described as follows:

Beginning at the intersection of the North line of 21st South Street and the West line of Redwood Road; and running thence West along the North line of 21st South Street 6544.0 feet more or less to a point which is 1247.86 feet South 89°45'30" West and 50.0 feet North

from the South 1/4 corner of Section 16, Township 1 South, Range 1 West, S.L.B. & M.; thence North 2302.08 feet; thence North 89°56'52" East 1265.20 feet to the center line of Pioneer Road; thence North 0°03'08" West 353.35 feet; thence North 89°56'52" East 865.0 feet; thence North 0°03'08" West 1021.90 feet; thence South 89°56'52" West 890.0 feet; thence North 0°03'08" West 1208.09 feet to the southerly line of the Commercial Shearing and Stamping Company property; thence westerly along the arc of a curve to the right (radius 572.96 feet, bearing 50°03'08" West) 500 feet; thence South 89°56'52" West 1750.80 feet; thence North 0°03'08" West 412.0 feet; thence South 89°06'52" West 1638.85 feet to the center line of Gladiola Street extended; thence North 0°01'16" West 3346.08 feet; thence East 176.0 feet; thence North 0°01'16" West 50.0 feet; thence East 176.0 feet; thence North 0°01'16" West 84.45 feet to the South line of 9th South Street; thence East 5084.54 feet to the southwesterly line of the Surplus Canal right-of-way; thence southeasterly along said right of way line 4950.0 feet more or less to its intersection with the West line of Redwood Road; thence South 0°03'08" East along said West line of Redwood Road 5140.0 feet more or less to the point of beginning.

(b) 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 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 line to point of connection shall be paid by the party desiring the same, provided that the Grantor of the easement shall have the right to connect with such 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.

(c) Grantee agrees to assume the obligation of Grantors to extend a water line from the present main in Industrial Road to the northeast property of Interstate Motor Lines, Inc., in accordance with the provisions of an agreement between Grantors and Interstate Motor Lines, Inc. dated July 17, 1959. (Parcel 8).

(d) An existing highway extends from the north end of Swaner Road as now established (at its intersection with California Avenue) westerly to a point near the west line of Parcel 1-A above. 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 Parcel 1-A 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.

(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.

4. 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

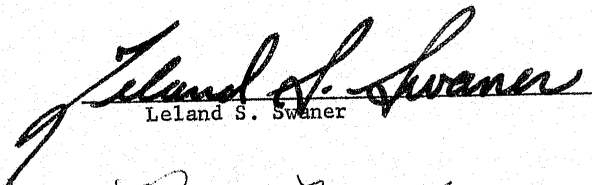
surface, together with an all-weather concrete, asphalt or similar type surfaced driveway connecting the parking space or other area with a street, alley or easement permitting free ingress and egress. Such parking space shall be located on the premises, except that in the event the ownership of the 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.

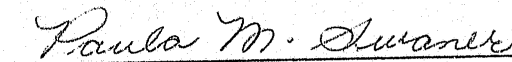
(e) Grantee agrees at all times to keep said property free and clear of all debris in a neat and orderly manner and to landscape said property in a manner commensurate with other properties in the area.

(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.

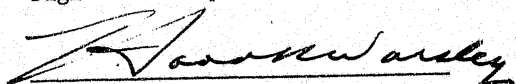
5. All of the covenants, agreements and restrictions herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns; and the restrictions as to the use of the said premises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

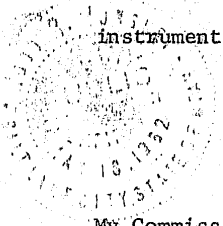
  
Paula M. Swaner

Signed in the presence of



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.



*Leland S. Swaner*  
\_\_\_\_\_  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:  
3/18/62