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Recorded FEB 17 1965 at *WSP*
 Request of WESTERN STATES TIRE CO.
 Fee Paid HAZEL TAGGART CHASE
 Recorder Salt Lake County, Utah
 \$5.60 By *R. L. ...* Deputy
 Ref _____

WARRANTY DEED

JOHN M. WALLACE and GLENN WALKER WALLACE, his wife, and L. S. SWANER and PAULA M. SWANER, his wife, Grantors, of Salt Lake County, State of Utah, hereby CONVEY and WARRANT to MARGETTS TOOL & CASTING COMPANY, a co-partnership of Salt Lake City, Salt Lake County, State of Utah, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning at a point N 00°03'08" West 464.40 feet and S 89° 53'40" W 119.31 feet from the Salt Lake City Monument at the intersection of Industrial Road and 17th South Street, said Monument being 2667.84 feet North and 1603.04 feet West from South Quarter Corner Section 15, Tp. 1 S, Rg. 1 W, S.L.M., thence N 00° 03'08" W 328.48 feet; thence S 89°52'52" W 134.00 feet; thence S 00°06'20" E 328.46 feet; thence N 89°53'40" E 133.69 feet to point of beginning.

Excluding from such grant the following part of said real property, previously conveyed by Grantors to John L. Margetts and Irma Margetts, his wife, by deed dated July 31, 1958, recorded August 14, 1958, at Book 1531, page 576, in the office of the County Recorder of Salt Lake County, Utah, the corrected description of which reads as follows:

Beginning at a point North 00°03'08" West 464.40 feet and South 89°53'40" West 119.31 feet from the Salt Lake City Monument located at the intersection of Industrial Road and 17th South Street; said monument being 2667.84 feet North and 1603.04 feet West from the South quarter corner of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°03'08" West 125.20 feet; thence South 89°53'40" West 105 feet; thence South 00°03'08" East 125.20 feet; thence North 89° 53'40" East 105 feet to the point of beginning.

Subject to the following:

Reservation in favor of the United States of America acting by and through War Assets Administrator of all uranium, thorium, and all other materials determined pursuant to Sections 5(B)(1) of the Atomic Energy Act of 1946 to be peculiarly essential to the production of fissionable

material contained in whatever concentration indeposits in land together with the right to enter upon the land and 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.

Easement in favor of Utah Power and Light Company for the continued operation, maintenance, repair, alteration, re- placement or removal of all electric transmission and dis- tribution circuits, poles, substations, switchracks, trans- formers, guys, stubs, cross-arms, or other facilities and equipment attached thereon or affixed thereto for or inci- dental to the continued support, operation, maintenance, distribution circuits as now constructed on or across the property described herein, created by instrument dated February 1, 1949 and recorded February 1, 1949 in Book 660 at Page 168 as Entry 1147190 of the records of the Salt Lake County, Utah.

Easements for sanitary sewer drainage system and sewer dis- posal water system in favor of Salt Lake City Corporation as conveyed by L. S. Swaner and J. M. Wallace and recorded as Entry No. 1236199 to 1236203, inclusive, in Book 839 at Pages 171 to 184, inclusive, of the records of Salt Lake County, Utah, reference to which are hereby made for parti- cular description.

Reserving to sellers an easement for the installation, operation and repair of a line of railroad track, including all appurtenant facilities, and the right to connect spur tracks thereto for ser- vice to the west, including any necessary easement to effect such spur track connection and the necessary installation, maintenance, operation and repair of the spur track, over the following described property:

A strip of land 17 feet wide, 8.5 feet on each side of center-line of RR track, said center-line of track being 20.1 feet east and parallel to the west property line of the tract of land above described, and described as follows:

Beginning at a point N 00°03'08" W 464.40 feet and S 89°53'40" West 232.90 feet from the Salt Lake City Monument at the intersection of In- dustrial Road and 17th South Street, said Monu- ment being 2667.84 feet North and 1603.04 feet West from South Quarter Corner Section 15, Tp. 1S, Rg. 1 W, S.L.M., thence N 00°06'20" W 328.46 feet across the parcel of land described above.

Title to railroad ties, tracks and related facilities shall remain in Sellers.

Grantors also grant and release to Grantee all of their right, title and interest in and to those certain rights of way reserved by Grantors in warranty deed wherein Grantors are Grantors and John L. Margetts and Irma Margetts are Grantees dated April 5, 1955,

and duly recorded April 18, 1955, in Book 1187, page 155, of the office of the County Recorder of Salt Lake County, Utah.

This conveyance is expressly subject to the following agreement, covenants and restrictions as to the use of said premises, all of which shall be covenants running with the land, and which shall operate for the benefit of and may be enforced by the Grantors, their heirs, executors, administrators, successors and assigns, or by the owner of any lot or parcel in the Industrial Center in which the foregoing 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 outside walls of any and all building 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 such material as has been approved by the Grantors for other buildings in The Industrial Center.

The premises shall not be used or occupied for any use which constitutes a nuisance or for any use which is noxious or offensive by reason of the omission of dust, odor, gas or fumes.

No loading dock shall be constructed fronting on any public street or roadway unless such loading dock, and every part thereof is 50 feet or more from the nearest right-of-way line of the street on which loading dock fronts. In no event shall grantee block any public street or right-of-way in use of loading dock.

No 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 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 any 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.

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.

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.

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 pro-rated among all industries according to the actual number of cars entering each plant, and buyer agrees to promptly pay the pro-rata share of such maintenance and expense.

WITNESS the hands of said Grantors this 8th day of February, 1965.

John M. Wallace
John M. Wallace

Glenn Walker Wallace
Glenn Walker Wallace

L. S. Swaner
L. S. Swaner

Paula M. Swaner
Paula M. Swaner

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

On the 8 day of February, 1965, personally appeared before me John M. Wallace and Glenn Walker Wallace, his wife, and L. S. Swaner and Paula M. Swaner, his wife, the signers of the within instrument who duly acknowledged to me that they executed the same.

Goodwin
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

