

1756 282

Recorded NOV 8 1968 at 2:44 p.  
Request of SALT LAKE ABSTRACT CO.  
Fee Paid, Nellie M. Jack,  
Recorder, Salt Lake County, Utah  
\$ 5.00 By J. Marshall Deputy  
Ref.

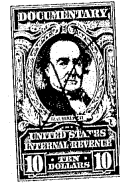
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WARRANTY DEED

JOHN M. WALLACE and GLENN WALKER WALLACE, his wife, and LELAND S. SWANER and PAULA M. SWANER, his wife, Grantors of Salt Lake County, Utah, hereby convey and warrant to WESTINGHOUSE ELECTRIC CORPORATION, a corporation of the State of Pennsylvania, 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, Utah:



Beginning at the intersection of the north line of 17th South and the west line of Redwood Road, said point being 13.86 feet N. 89°55'56" E. and 2624.43 feet S. 0°03'08" E., and 80.0 feet S. 89°56'52" W. from the north 1/4 corner of Section 15, T. 1 S., R. 1 W., S.L.B. & M.; and running thence S. 89°56'52" W. 500.0 feet; thence N. 0°03'08" W. 394.43 feet; thence N. 89°54'52" E. 500.0 feet; thence S. 0°03'08" E. 394.72 feet to the point of beginning.



The following provisions, terms, covenants and conditions are a part of this deed:

1. There are hereby conveyed by Grantors to Grantee the following rights and easements:



(a) An easement in common with others for the installation, operation, maintenance and repair of a storm drain sewer line and all appurtenant facilities over, under and across the following described lands located in Salt Lake County, Utah:

(i) A 10 foot wide easement for such drain line, 5 feet on each side of the following described centerline: Beginning at a point which is 394.72 feet N. 0°03'08" W. and 498.6 feet S. 89°54'52" W. from the intersection of the north line of 1700 South Street and the west line of Redwood Road; said point being 13.86 feet N. 89°55'56" E. and 2229.66 feet S. 0°03'08" E. and 578.6 feet S. 89°54'52" W. from the North 1/4 corner of Section 15, T. 1 S., R. 1 W., S.L.B. & M.; and running thence N. 0°03'08" W. 475 feet to a manhole; thence S. 89°54'52" W. 20.0 feet to a manhole; thence N. 0°03'08" W. 333.85 feet; thence N. 89°56'52" E. 238.80 feet; thence N. 0°03'08" W. 317 feet more or less to an existing drain ditch.

(ii) An easement for drain line (30 feet wide, 15 feet each side of centerline, for the south 395 feet; and ten feet wide, 5 feet each side of centerline, for the remainder of line) centerline of which is described as follows:

Beginning at a point which is 394.72 feet N. 0°03'08" W. and 15.0 feet S. 89°54'52" W. from the intersection of the north line of 1700 South Street and the west line of Redwood Road; said point being 13.86 feet N. 89°55'56" E. and 2229.66 feet S. 0°03'08" E. and 95.0 feet S. 89°54'52" W. from the North 1/4 corner of Section 15, T. 1 S., R. 1 W., S.L.B. & M.; and running thence N. 0°03'08" W. 395 feet; thence S. 89°54'52" W. 10 feet; thence N. 0°03'08" West 380 feet to a manhole; thence S. 89°54'52" W. 493.6 feet to the center of an existing drain line.

(b) 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 hereinabove 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 minerals 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) Grantors reserve all rights to oil, gas or other minerals in or under said premises for a period of ten years from the date hereof. Grantors covenant and agree that during said period no entry shall be made upon the surface of said premises for the extraction or removal of such oil, gas or other minerals and that Grantors, their lessees, successors and assigns, in the extraction or removal of any such oil, gas or other minerals shall not withdraw, impair or jeopardize the lateral or subjacent support of said premises or cause the elevation of said premises to sink or fall below the level existing on the date of this conveyance. At the end of said ten year period, all rights to any such oil, gas or other minerals shall pass to Grantee, regardless of whether any such rights have been exercised by Grantors, unless actual production is then in effect, in which case reservation shall continue until production ceases for a period of six months or more.

(c) Reserving to Grantors an easement for the installation, operation, maintenance and repair of a storm drain sewer line and all appurtenant facilities over, under and across the following described lands located in Salt Lake County, Utah:

Beginning at a point which is 440 feet S. 89°56'52" W. from the intersection of the north line of 1700 South Street and the west line of Redwood Road; said point being 13.86 feet N. 89°55'56" E. and 2624.43 feet S. 0°03'08" E. and 520 feet S. 89°54'52" W. from the North 1/4 corner of Section 15, T. 1 S., R. 1 W., S.L.B. & M.; and running thence S. 89°56'52" W. 60.0 feet; thence N. 0°03'08" W. 394.43 feet; thence N. 89°56'52" E. 6.4 feet; thence S. 0°03'08" E. 384.43 feet; thence N. 89°56'52" E. 53.6 feet; thence S. 0°03'08" E. 10.0 feet to the point of beginning.

3. This conveyance is further expressly subject to the following agreements, covenants and restrictions as to the use of said premises, all of which shall be covenants running with the land and which shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, or any of them, and the restrictions as to the use of the said premises herein described 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 equity against the person or persons, which shall include any person, partnership, association or corporation, violating or threatening to violate the same:

(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 such material as has been approved by the Grantors for other buildings in the Industrial Center. No structure shall be constructed on the property which is less than 25 feet from the property lines, unless approved by the Grantors.

(b) The premise 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 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.

(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 premise. 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 premise, 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.

(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.

(g) 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 such plant or property and Buyer agrees to promptly pay the prorata share of such maintenance and expense if railroad facilities are used.

(h) Soil drain sewer lines are presently installed in the easement areas described in subparagraph 1 (a) and 2 (c) above. Grantee shall have the right to connect to such soil drain sewer lines. In the event that such lines, at a later date, require maintenance or renovation, Grantee agrees to promptly pay to Grantors its share of such maintenance and renovation in the proportion its property in the area served and benefited by such drain or drains bears to other properties served and benefited.

WITNESS the hands of said Grantors this 10 day of October, 1960.

John M. Wallace  
John M. Wallace

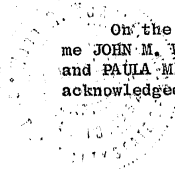
Glenn Walker Wallace  
Glenn Walker Wallace

Leland S. Swaner  
Leland S. Swaner

Paula M. Swaner  
Paula M. Swaner

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

On the 10 day of October, 1960, personally appeared before me JOHN M. WALLACE and GLENN WALKER WALLACE, his wife, and 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