

Recorded FEB 8 1945 at 2:39 P.M.
Request of M. Kay & Burton
Fee Paid HAZEL HARRIS CLARK
Recorder, Salt Lake County, Utah
\$5.00 By J. C. Harmsworth

BOOK 2290 PAGE 260

2059749

WARRANTY DEED

ZIONS SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at 19 West South Temple Street, Salt Lake City, Salt Lake County, State of Utah, Grantor, hereby CONVEYS AND WARRANTS to UTAH HYDRO. CORPORATION, a Utah corporation, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land located in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is 1057.04 feet South 0°03'08" East and South 89°45'30" West 25.0 feet from a Salt Lake City monument located at the intersection of 17th South and Pioneer Road, said point of beginning being also variously described as being 17.97 feet East and 1619.28 feet North, and South 89°45'30" West 25.0 feet, and as being North 89°45'30" East 17.05 feet and North 0°03'08" West 1619.20 feet and South 89°45'30" West 25.0 feet from the South quarter corner of Section 16, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence from said point of beginning, South 0°03'08" East 482.72 feet; thence South 89°45'30" West 180.46 feet; thence North 0°03'08" West 482.72 feet; thence North 89°45'30" East 180.02 feet to the point of beginning. Containing 1.994 acres, more or less.



MCKAY AND BURTON
ATTORNEYS AND COUNSELORS AT LAW
NEWHOUSE BUILDING
SALT LAKE CITY II, UTAH

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

- 1. This conveyance is made subject to the following covenants, agreements, 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) The within grant is subject to easements and rights of way for gas lines, sanitary sewer lines, storm drain sewer lines, railroad track systems, electric power and telephone lines, drainage and irrigation lines and ditches, water lines and other 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 Grantor reserves an easement for such utility lines and facilities, benefits of which inure to lands of Grantor and the right to maintain connections thereof.

(c) 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 the industries according to the actual number of cars entering each plant.

2. This conveyance is made subject to the following further covenants, agreements 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 Grantor. 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.

(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 Grantor. 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 this area as set forth in the Zoning Ordinances of Salt Lake City, Utah.

3. 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 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 16th day of September, 1964.

ZIONS SECURITIES CORPORATION

By Graham H. Doxey
Vice President

RHR
Attest: William H. Clawson
Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 16th day of September, 1964, personally appeared before me GRAHAM H. DOXEY and WILLIAM H. CLAWSON, who being by me duly sworn did say, each for himself, that he, the said Graham H. Doxey is the Vice President, and he, the said William H. Clawson is the Secretary of ZIONS SECURITIES CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Graham H. Doxey 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.

Notary Seal: RICHARDSON, PUBLIC COMM.

Richard H. Richardson
Notary Public, residing at
Salt Lake City, Utah

My Commission Expires:
November 17, 1966

MCKAY AND BURTON
ATTORNEYS AND COUNSELORS AT LAW
NEWHOUSE BUILDING
SALT LAKE CITY, UTAH