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02/06/98 10:55 AM 6857604 15.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: R JORDAN ,DEPUTY - WI

WHEN RECORDED, MAIL TO:  
Robert W. Edwards  
Kirton & McConkie  
1800 Eagle Gate Tower  
60 East South Temple  
P.O. Box 45120  
Salt Lake City, UT 84145-0120

SPECIAL WARRANTY DEED

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDEVELOPMENT AGENCY OF SOUTH SALT LAKE CITY, a governmental entity organized under the laws of the State of Utah, Grantor, CONVEYS AND WARRANTS against all claiming by, through, or under it to FAY CASE NURSING HOME, INC., a Utah corporation, of 255 East 400 South, Suite 230, Salt Lake City, Utah 84111, Grantee, the following described tract of land (the "Property") in Salt Lake County, State of Utah, to-wit:

COMMENCING at a point 124 feet South 0°14'30" West along the West boundary line for 300 East Street from the Northeast corner of Lot 15, Block 41, Ten Acre Plat A, Big Field Survey; thence South 0°14'30" West along the West boundary line for 300 East Street 163.1 feet; thence North 89°58'22" West 303.6 feet; thence North 0°14'30" East 287.1 feet to the North line of said Lot 15; thence along said North boundary line South 89°58'22" East 191.6 feet; thence South 0°14'30" West 124 feet; thence South 89°58'22" East 112 feet to the point of beginning.

SUBJECT to all rights-of-way, easements, covenants, reservations, and restrictions of record.

SUBJECT to the following:

Subject to the vacation of Morris Avenue and subject to satisfaction of the other conditions hereinafter stated, Grantor reserves a nonexclusive perpetual easement across the property now known as Morris Avenue for a 20 foot wide one directional (westerly only) vehicular access drive (the "Northern Drive Easement") extending from 300 East to the western boundary of Grantee's property (the "Adjoining Property") which lies to the north of the Property, as the Adjoining Property will be constituted after the vacation of Morris Avenue. The conditions referred to above are as follows: (a) Grantee must receive a nonexclusive perpetual easement for a 20 foot wide one directional (westerly only) or a 24 foot wide two directional vehicular access drive (the "Northern Connecting Drive Easement") extending in a reasonable manner from the Northern Drive Easement (at the western boundary of the Adjoining Property as constituted after the vacation of Morris

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Avenue) to Oakland Avenue, and (b) the Northern Connecting Drive Easement must satisfy all applicable fire lane requirements for access to the Adjoining Property and the Property.

Subject to satisfaction of the conditions hereinafter stated, Grantor reserves a nonexclusive perpetual easement across the southerly 60 feet of the Property for a 24 foot wide two directional vehicular access drive (the "Southern Drive Easement") extending from 300 East to the western boundary of the Property. The exact location of the Southern Drive Easement across the southerly 60 feet of the Property may be reasonably and unilaterally determined by Grantee as long as Grantee records a declaration identifying the legal description thereof within one year after the date of this deed. The conditions referred to above are as follows: (a) Grantee must receive a nonexclusive perpetual easement for a 24 foot wide two directional vehicular access drive easement (the "Southern Connecting Drive Easement") extending in a reasonable manner from the Southern Drive Easement (at the western boundary of the Property) to Oakland Avenue, and (b) the Southern Connecting Drive Easement must satisfy all applicable fire lane requirements for access to the Property and the Adjoining Property.

Prior to the designation by Grantee of the exact location of the Southern Drive Easement or prior to Grantee's paving of the Southern Drive Easement in the ordinary course of its development of the Property, Grantor reserves a nonexclusive temporary easement for a 24 foot wide two directional vehicular access drive (the "Temporary Easement") across the southerly 60 feet of the Property. The location of the Temporary Easement may be designated by Grantee, or in the absence of such designation within 30 days after request, may be designated by Grantor. Grantor shall have the right at its own cost and expense to pave the Temporary Easement with asphalt of any thickness selected by Grantor; provided, however, prior to any such paving, Grantor agrees to consult and cooperate with Grantee so that any such paving by Grantor may, at the request of Grantee, be completed in such a way (at a location and on top of a road base prepared by Grantee, etc.) that the paving may be incorporated into the permanent improvements for the Southern Drive Easement. The Temporary Easement shall automatically expire at such time as Grantee designates the location of the Southern Drive Easement and completes the improvements thereto.

Grantor acknowledges that use of the Northern Drive Easement, the Southern Drive Easement, and the Temporary Easement may from time to time be temporarily obstructed in connection with construction or maintenance work by Grantee, but Grantee shall be obligated to minimize such interference and shall be obligated to notify Grantor in advance in the event any such obstruction is expected to exceed three hours in duration.

Grantor shall have the right to agree to any modification or termination of the Northern Drive Easement, the Southern Drive Easement, and the Temporary Easement, and no third party shall acquire any right, title or interest in any of said easements which cannot be modified or terminated by Grantor.

WITNESS the hand of said Grantor this 20<sup>th</sup> day of January, 1998.

REDEVELOPMENT AGENCY  
OF SOUTH SALT LAKE CITY

By: [Signature]  
Its: C.A.O.

ATTEST AND COUNTERSIGN:

Karen Rynearson  
City Recorder of South Salt Lake City

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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 1998 by Randy G. Fette and Karen Rynearson in their capacities as C.A.O. of Redevelopment Agency of South Salt Lake City Corporation, a public agency of the South Salt Lake City Corporation, and the City Recorder of South Salt Lake City Corporation, a municipal corporation of the State of Utah.

Karen Rynearson  
Notary Public  
Residing at: South Salt Lake, Utah  
My Commission Expires: 8-28-98

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