

D LAND TITLE  
NO 6051-Wy  
AT

FILED REQUEST: D LAND TITLE DATED: JUNE 28, 1995 @ 3:00 P.M

RECORDED: BOOK 159, PAGES 226-228 OFFICIAL RECORDS, WAYNE COUN

UTAH RECORDS, LOMA BLACKBURN RECORDER.

124354

WARRANTY DEED

GEORGE C. HATCH

grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby  
CONVEYS and WARRANTS to

DAVID D. McCOY and INGRA DRAPER, as joint tenants

grantees of 1203 North 4th, Boise, ID 83702  
for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration  
the following described tract of land in Wayne County, State of Utah:

See Schedule "A" (Property Description), attached hereto and made a part hereof.

SUBJECT TO SPECIFIC RESTRICTIONS AND CONDITIONS, as fully set forth on  
Exhibit "A", attached hereto and made a part hereof.

ALSO SUBJECT TO existing right-of-way for water, utility, and telephone lines,  
as described on Schedule "A".

WITNESS, the hand of said grantor, this 20th day of June A.D. 1995

Signed in the presence of

*Norma J. Oliver*  
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\_\_\_\_\_

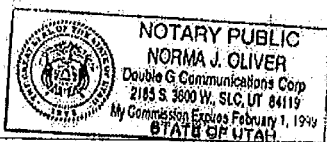
*George C. Hatch*  
George C. Hatch  
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STATE OF UTAH )  
County of Salt Lake )ss.

On the 20th day of June  
GEORGE C. HATCH

A.D. 19 95 personally appeared before me

the signer of the within instrument, who duly acknowledged to me that he executed the same.



*Norma J. Oliver*  
Notary Public  
Commission expires: 2/1/99  
Residing in SLC, UTAH

387 North Main, P.O. Box 727  
Richfield, Utah 84701  
(801) 896-6426

D LAND TITLE

120 North Main, P.O. Box T  
Mantle, Utah 84642 226  
(801) 835-2241

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

The Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian.

ALSO DESCRIBED AS FOLLOWS: Beginning at the Northeast Corner of Government Lot 6, Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence East 660 feet, more or less, to the Northeast Corner of Government Lot 5; thence South 656.37 feet along the East line of said Lot 5; thence West 660 feet, more or less, to the Southeast Corner of Lot 6; thence North 656.37 feet along the East line of said Lot 6 to the point of beginning.

TOGETHER WITH AN EASEMENT AND RIGHT-OF-WAY 20-feet wide for rights of ingress, egress, and utilities, over and across the existing roadway, the centerline of which is described more or less as follows: Beginning at a point that is North 2059.11 feet and West 437.24 feet from the Southwest corner of Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 61°03'42" East 49.27 feet; thence South 89°22'27" East 160.50 feet; thence South 73°35'51" East 163.02 feet; thence South 63°47' East 55.28 feet; thence South 27°52'58" East 161.10 feet, more or less, to a point that is North 1803.45 feet and East 55.85 feet from the Southwest corner of said Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 84°32'01" East 138.26 feet; thence North 88°34'12" East 187.44 feet; thence North 83°50'50" East 175.80 feet; thence North 66°49'40" East 72.67 feet; thence North 82°08'57" East 79.43 feet; thence North 45°59'29" East 78.0 feet, more or less, to the South boundary of the above-described property.

SUBJECT TO AN EXISTING EASEMENT AND RIGHT OF WAY, 15 feet wide, for water and utility lines, the centerline of which is described more or less as follows: Beginning on the West boundary of the first above-described parcel, being East 660 feet more or less, and South 513.61 feet from the East Quarter Corner of Section 18, Township 29 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 44°38' East 147.50 feet; thence South 16°02' East 43.27 feet, more or less, to the South boundary of the first above-described parcel.

Exhibit "A"

It is understood and agreed that this conveyance is made and accepted, and the real property described in Exhibit "A" ("Subject Property") is granted, on and subject to the following covenants, conditions and restrictions which shall apply to and run with the Subject Property, and each part thereof, and shall be binding upon all successive owners and occupants of the Subject Property or any part thereof, and shall be for the benefit of and enforceable by the grantors herein, their successors and assigns, and the successive owner or owners from time to time of the adjacent property (benefitted property) or any part thereof:

The Subject Property may not be further subdivided. No building whatsoever except a private, single-family dwelling house with necessary out-buildings shall be erected, placed or permitted on the Subject Property or any part thereof.

The foregoing restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own, or may hereafter own, the benefitted property or any part thereof, and such persons are specifically given the right to enforce these restrictions through any proceedings, in law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violation of such restrictions.