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 Recorded at Request of TRIMBLE INSURANCE AGENCY OR NEAH INC.  
 at 12:47 P.M. Fee Paid \$ 3.60  
*See Exhibit*

WARRANTY DEED

BONNEVILLE ON THE HILL COMPANY, a corporation duly organized under the laws of the State of Utah, and having its principal place of business at Salt Lake City, in said State of Utah, Grantor, hereby conveys and warrants to THE FORT DOUGLAS CLUB, a corporation of Utah, Grantee, for the sum of One Dollar (\$1.00) and other valuable considerations, the following tract of land situated in Salt Lake County, State of Utah, to-wit:



Beginning at a point which is 1757.44 feet N 89° 58' 03" E and 661.64 feet N 0° 1' 18" E and 965.74 feet N 89° 58' 03" E from the Southeast corner of Lot 12, Block 8, Popperton Place, a subdivision of part of Section 33, T. 1 N., R. 1 E., S. L. B. & M., and running thence N 0° 1' 57" W 200 feet; thence N 89° 58' 03" E 300 feet; thence S 77° 54' 47" W 255.55 feet; thence South 146.63 feet; thence S 89° 58' 03" W 50 feet to the point of beginning.



Excepting and reserving to Grantor and its assigns an easement for a roadway for general travel and transportation purposes upon and over the following portion of the granted premises:



Beginning at a point which is 350.0 feet S 89° 58' 03" W. and 185.0 feet N 0° 01' 57" W from the Northwest corner of the Southeast quarter of the Southeast quarter of Section 33, Township 1 North; Range 1 East Salt Lake Base & Meridian, thence N 0° 01' 57" W. 15.0 feet, thence N 89° 58' 03" E 15.0 feet; thence S 45° W 21.21 feet more or less to the point of beginning.

It is mutually understood, covenanted and agreed by and between the parties, as covenants running with the land, and as a part of the consideration of this conveyance, as follows:

By acceptance of this conveyance the Grantee covenants and agrees:

1. No commercial structure shall be erected or maintained on the premises hereby conveyed, and no other structure shall be erected or maintained except such structures as shall be necessary and appropriate for use in connection with Grantee's adjoining clubhouse, swimming pool, parking lot and grounds.
2. That the Grantee, its members and guests will not use or maintain the premises hereby conveyed in any manner that will constitute a

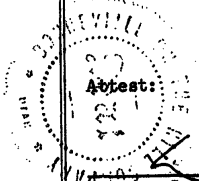
public or private nuisance, or be in conflict with any applicable law, ordinance or governmental regulation.

3. That any and all of these restrictions may be enforced by the Grantor and/or any owner of land in the Bonneville On The Hill tract, said restrictions being intended for the benefit of all present and future owners of land in said place.

IN WITNESS WHEREOF, the Grantor has caused the execution hereof by its President, and the same to be attested and its corporate seal hereto affixed by its Secretary, duly authorized by Resolution of its Board of Directors, this 2<sup>nd</sup> day of December, 1961.

BONNEVILLE ON THE HILL COMPANY

By James E. Hogle  
Its President



Attest:  
L. J. Lerwill  
Secretary

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.

On the 2<sup>nd</sup> day of December, A. D., 1961, personally appeared before me JAMES E. HOGLE and L. J. LERWILL, who being by me duly sworn, did say each for himself that they are the President and Secretary, respectively, of Bonneville On The Hill Company, a corporation, and that the foregoing instrument was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and the said James E. Hogle and L. J. Lerwill acknowledged to me that said Corporation executed the same.

Edwin W. Valley  
Notary Public  
Residing at Salt Lake City, Utah



My commission expires:  
Jan 17, 1963