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Recorded at request of

DESERT FEDERAL SAVINGS & LOAN ASSOCIATION

AUG 23 1949

At 1011 A M Fee Paid \$ 370

HAZEL TAGGART CHASE Recorder, Salt Lake County, Utah

By *George J. Blumh*

Dep. Book 701

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Ref: 047-73-205 24

Mail Tax Notice to

Address

WARRANTY DEED

HOME & GARDEN COMPANY, a Utah Corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, GRANTOR, hereby CONVEYS and WARRANTS to EUNICE M. NORTHROP, GRANTEE, of Salt Lake, for the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration; the following tract of land in Salt Lake County, State of Utah:

Commencing West 343.2 feet along Lot line and South 206.10 feet parallel to East lot line, from the Northeast corner of Lot 11, Block 17, Ten Acre Plat "A", Big Field Survey; thence West 374.642 feet parallel to North line of Lot 11, thence South 41.0 feet parallel to West line of said Lot 11; thence East 10 feet; thence South 10 feet; thence East 364.494 feet parallel to the North line of said lot 11; thence North 51.0 feet parallel to East line of said Lot 11 to the point of beginning.

Together with a right of way over the following: Commencing West 718.44 feet along lot line and South 104.775 feet parallel to West lot line from the Northeast corner of Lot 11, Block 17, Ten Acre Plat "A", Big Field Survey; thence West 18 feet to the West side of said Lot 11, thence South 314.325 feet along the West side of Lot 11; thence East 18 feet; thence North 314.325 feet to the point of commencement.

And for the consideration aforesaid, the above named Grantor hereby Convey and Quit Claim expressly without any warranty whatever, to the above named Grantee, an undivided 1/6 interest in and to the following: Commencing at a point West 717.694 feet along the North lot line and South 257.1 feet parallel to East lot line from the Northeast corner of Lot 11, Block 17, Ten Acre Plat "A", Big Field Survey, and running thence East 10 feet; thence North 10 feet, thence West 10 feet; thence South 10 feet to point of beginning.

Together with an undivided 1/6 interest in and to all of the right, title and interest of the Grantor in and to the well situated upon the last above described premises; designated by the State Engineer of the State of Utah as Well # 15605, including an undivided 1/6 interest in and to all waters contained in, now flowing from and that may hereafter flow from said well; the undivided 1/6 interest in said well and waters to be used upon and are hereby made appurtenant to, the first above described property.

And subject to and together with a perpetual easement and right of way for the use and benefit of the owners of land adjoining each side, their heirs, executors, administrators and assigns, over, upon and across the West 5 feet of the first described property and the West 5 feet of the adjoining 51 feet running North to said well.

Subject to an easement for irrigation ditch over the East 5 feet of the property first above described.

Subject to General Taxes after August 1, 1945.

The Grantee hereby agrees to the following reservations, restrictions, conditions and provisions of sale: That no estate in or possession of the said premises shall be sold, transferred or conveyed to any person not of the Caucasian race. The Grantee does hereby covenant and agree with the Grantor, its successors and assigns, and with each and every purchaser and owner of lot or lots in the above mentioned property.

The Grantee, her heirs, successors and assigns will not erect or permit to be erected on the lot or lots above described and purchased by her any building or construction to be used for any purpose other than a one-family dwelling construction only a bath, garage, and the customary outhouses, and that no dwelling house shall be erected or permitted to be erected on said lot or lots which shall cost less than \$1,000.00 within 60 feet of street front line, and that a dwelling house costing more than \$1,000.00 shall be set at least 15 feet back from said street front line. And all outbuildings such as coops, barns, sheds, privies, etc., not including garages, shall be set back at least 100 feet from street front line.

The Officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting 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 29th day of July, A. D. 1949.



HOME & GARDEN COMPANY

Louis C. Kimball
BY *D. Carlos Kimball* President
Sec. of Treas.

STATE OF UTAH
County of Salt Lake)SS.

On the 29th day of July, A. D. 1949, personally appeared before me Louis C. Kimball and D. Carlos Kimball, who duly being sworn did say, each for himself, that he, the said Louis C. Kimball is the President, and he, the said D. Carlos Kimball is Secretary and Treas. of the Home & Garden Company, 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 Louis C. Kimball and D. Carlos Kimball, each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

My Commission Expires Sept. 13, 1952

Commission Expires

Residing in Salt Lake City, Utah

Notary Public

