

8. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

9. No trash, ashes or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

The subscribers hereto, certify that the foregoing Declaration of Restrictive Covenants was duly executed this 1st day of Oct. 1956.

F. Grant Woodward

Marilyn P. Woodward

STATE OF UTAH)
:)
COUNTY OF SALT LAKE)

On the 1st day of October 1956, personally appeared before me F. GRANT WOODWARD and MARILYN P. WOODWARD, who duly acknowledged to me that they executed the same.

(SEAL)

Gerald R. Shough
Gerald R. Shough
Notary Public

My Commission Expires May 24, 1957

Recorded at the request of F. Grant Woodward, October 1, A.D. 1956 at 2:45 P.M.

Wanda Y. Spriggs, County Recorder

Entry No. 87187

RIGHT OF WAY AND EASEMENT GRANT

James Belden Lynn and Zelma Hatch Lynn, his wife, and John E. Richins, a single man, Grantors, of Summit County, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and No/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement eight feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas distribution facilities through and across the following described land and premises situated in the County of Summit, State of Utah, to-wit:

The land of the respective Grantors, located in the Southeast quarter of Section 24, Township 3 North, Range 4 East, Salt Lake Base and Meridian, as shown on attached drawing No. 4487, referred to and incorporated herein by reference;

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

As shown in red on attached drawing No. 4487, referred to and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such pipe line or lines, valves or valve boxes and other gas distribution facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. The said Grantors to fully use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the pipe or pipe lines laid by the Grantee or any other rights granted to the Grantee hereunder, including, among other things, the right to an earth cover of at least 24 inches in depth around and above any pipe or pipes laid.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvements over or across said right of way. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors and the successors and assigns of the Grantee.

WITNESS the hands of said Grantors this 12th day of September, 1956.

James Belden Lynn
James Belden Lynn

Witness

Zelma Hatch Lynn
Zelma Hatch Lynn

Witness

John E. Richins
John E. Richins

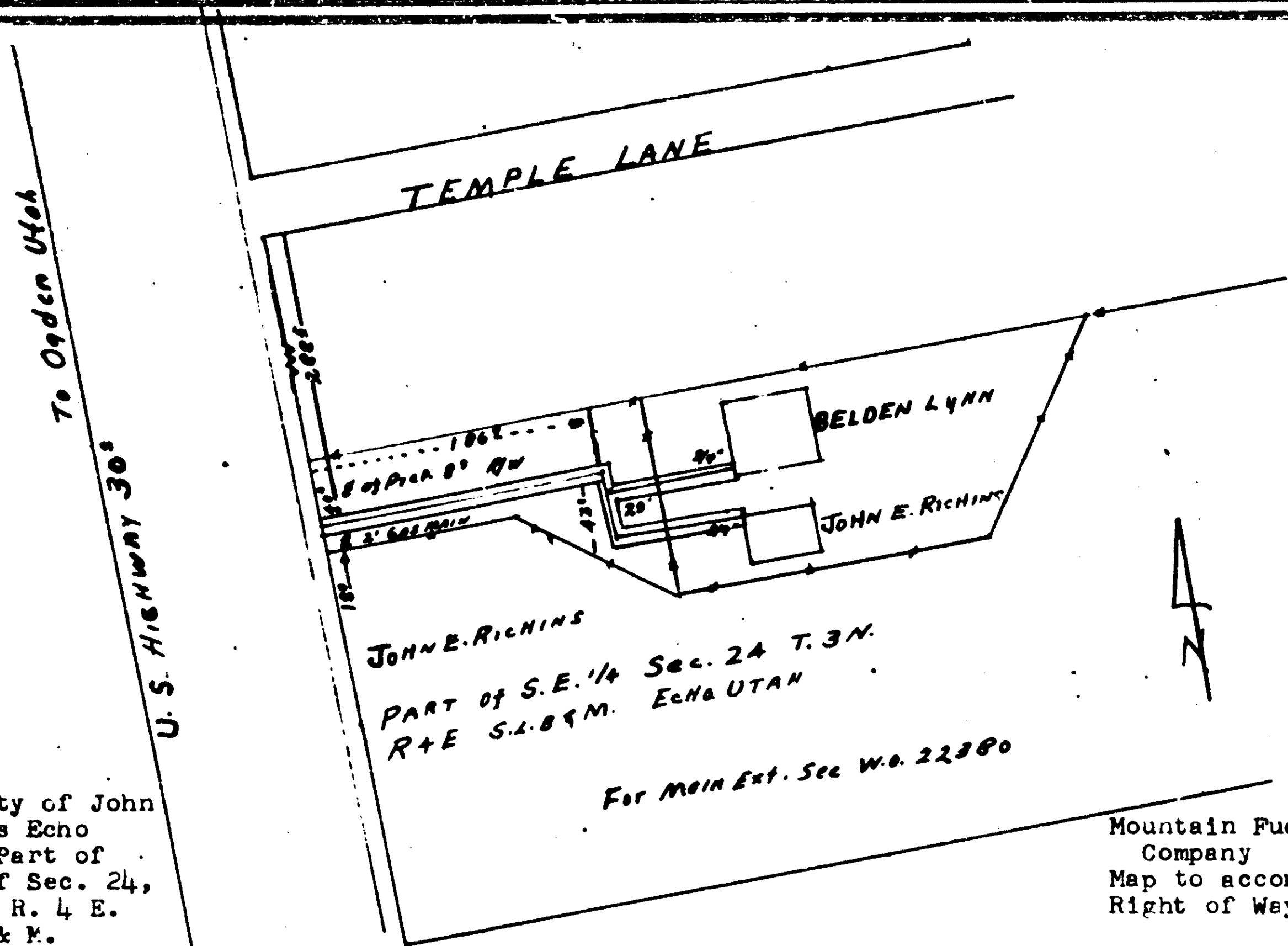
STATE OF UTAH)
: ss.
County of Summit)

On the 12th day of September 1956, personally appeared before me James Belden Lynn, Zelma Hatch Lynn, his wife, and John E. Richins, a single man, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL)

William R. Newcomb
Notary Public
Residing at

My Commission expires:
WILLIAM R. NEWCOMB
Notary Public Residing at Bountiful, Utah
My Commission Expires March 31, 1957



JER
J.B.L.
Z.H.L.

Property of John Richins Echo Utah, Part of SE 1/4 of Sec. 24, T 3 N. R. 4 E. S.L.S. & M. 4467

Mountain Fuel Supply Company
Map to accompany
Right of Way to cross

Date 8-20-56 1" = 100' W.W.J. * * * * *

Recorded at the request of Mt. Fuel Supply Co., Oct. 5, A.D. 1956 at 1:15 P.M.

Wanda Y. Spriggs, County Recorder

Entry No. 67188

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT IN AND FOR SUMMIT COUNTY, STATE OF UTAH

AVIS TOONE, Plaintiff
vs
NORMAN B. TOONE Defendant

2994
JUDGMENT AND DECREE

The above entitled cause came on regularly for hearing on the 17th day of September, 1956, before the above named court sitting without a jury, honorable John F. Wahlquist presiding, David L. Spine of Howell, Spine and Olmstead, appearing as counsel for plaintiff and plaintiff being present in person, and defendant being neither present in person nor represented by counsel, and the default of the defendant having been duly and regularly entered for his failure to appear and plead to the complaint within the time allowed by law or at all, and the Court having heard the evidence and the argument of counsel and the whole matter being submitted to the court, and the Court having given its decision thereon in writing, wherein the facts found and conclusions of law are separately stated, and a decree ordered in favor of the plaintiff and against the defendant, now by virtue of the law and the premises and in accordance with the Order made by the Court, and on motion of counsel for the plaintiff,

IT IS ORDERED, ADJUDGED AND DECREED:

- (1) That the bonds of matrimony now and heretofore existing between plaintiff and defendant be dissolved and each are restored to the rights and privileges of single persons.
- (2) That the care and custody of the four minor children born as the issue of the marriage between plaintiff and defendant, namely, Ica Joe Toone, Vicky Lee Toone, Direda Gayle Toone and Carol Elizabeth Toone, is hereby awarded to the plaintiff; that defendant shall have the right to visit said children at all reasonable times, said visitations, however, not to interfere with their schooling.
- (3) There is hereby awarded to and decreed to the plaintiff in trust however, and solely for the use and benefit of and the care, support, education and maintenance of the aforesaid children of the parties, all of the right, title and interest of the defendant in and to the following described real estate and water rights:

SUMMIT COUNTY STATE OF UTAH:

1. A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and more particularly described as follows: Beginning 60 rods North and 54.15 rods west of the North quarter section corner of Section 21, above Township and Range and running thence South 29° 26' East 14.16 rods; thence South 62° 45' West 32.60 rods; thence North 15.20 rods; thence East 25.65 rods to the place of beginning, containing 2.65 acres, more or less.

BA1579