

1991072

WARRANTY DEED

HAROLD C. KIMBALL and JANF B. KIMBALL, his wife, grantors, of Salt Lake City, Salt Lake County, State of Utah, hereby CONVEY and WARRANT TO

FRANCIS P. HOAGLAND and CATHERINE P. HOAGLAND, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, grantees, of Salt Lake City, Salt Lake County, State of Utah, for the sum of

Ten and no/100 Dollars, and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:



Beginning at a point on an old fence line South 886.50 feet and East 830.8 feet from the Northwest corner of Section 15, Township 2 South, Range 1 East Salt Lake Base and Meridian, and running thence North 85° 50' 10" West 383.10 feet along said fence line to the East line of a 25 foot Right-of-way; thence along said Right-of-way as follows: South 9° 45' East 2.58 feet; thence South 36° East 130.0 feet; thence South 28° 30' East 82.0 feet; thence South 86° East 160.0 feet; thence South 67° 34' East 114.26 feet; thence leaving said Right-of-way North 205.8 feet to the point of beginning, together with a Right-of-way over the following described real property:

Beginning at a fence post, said post being South 382.8 feet and East 516.12 feet from the Northwest corner of said Section 15 and running thence South 22° West 347.58 feet along an old fence line; thence South 16° 20' East 95.04 feet; thence South 9° 45' East 73.33 feet; thence South 36° East 136.5 feet; thence South 28° 30' East 94.08 feet; thence South 86° East 169.66 feet; thence South 67° 34' East 120.52 feet; thence North 27.04 feet; thence North 67° 34' West 114.26 feet; thence North 86° West 160.0 feet; thence North 28° 30' West 82.0 feet; thence North 36° West 130.0 feet; thence North 9° 45' West 70.4 feet; thence North 16° 20' West 87.80 feet; thence North 22° East 349.0 feet; thence West 26.97 feet to the point of beginning.

*RHS Stamp
#3-85*

Said property shall be subject to the following restrictions and reservations:

1. Said property is hereby designated as a residential lot, and shall not be improved, used or occupied for other than a private single family residence, and no flat or apartment house intended for residence purposes shall be erected thereon, and no structure shall be erected or placed on any of said property other than a one, two or three-car garage and one single family dwelling,

not to exceed one and one-half stories in height.

2. Said property shall not be divided or sold in pieces other than as described in full above, for the purpose of constructing additional dwellings thereon.

3. No trade or business of any kind or nature shall be permitted to be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other out-building shall be moved onto or erected on said property which shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted thereon.

5. Said property shall not be conveyed to, used, owned or occupied by anyone not of the Caucasian race, except that this covenant shall not prevent the employment of domestic servants of a different race by an owner or tenant.

6. The grantors herein reserve the right to grant easements from time to time for the installation and maintenance of utility services under and beneath or above the surface of said property.

7. No dwelling shall be erected upon said property in which the main floor area of the structure, exclusive of open porches, windways and garages, is less than 1000 square feet, providing said building is one story in height, nor less than 1000 square feet, providing the structure is one and one-half stories in height. Said dwelling house shall be placed as near as practicable to the center of said property.

8. The restrictions herein set forth shall run with the land and bind the grantees, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the grantees herein, their heirs, successors and assigns, and with each of them, to comply with and observe said

restrictions as to the use of said property and construction of improvements thereon.

9. The invalidation of any of the restrictions herein contained by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

WITNESS The hands of said grantors, this 18 day of October, 1950.

Witness:
V. Parley White.

Harold C. Kimball
(Harold C. Kimball)

Jane B. Kimball
(Jane B. Kimball)

STATE OF UTAH)
County of Salt Lake) ss.

On the 18 day of October, 1950, personally appeared before me Harold C. Kimball and Jane B. Kimball, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

James H. MacIntyre
Notary Public

My Commission Expires Jan. 15, 1951

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at 1150 AM Fee Paid 2.80 Cook Realty 11 E. 1st St
Hazel Taggart Chase, Recorder Salt Lake County, Utah
By George H. Blumh, Dep. Book 809 Page 136 Ref. _____