

WARRANTY DEED

HOME & GARDEN COMPANY A 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 LEO FACKRELL GRANTEE  
 of SALT LAKE, for the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable  
 consideration; the following described tract of land in SALT LAKE County, State of UTAH:

Commencing West 343.2 feet along lot line and South 360.10 feet parallel to East lot line, from the Northeast corner of Lot 11, Block 17, Ten Acre Plat "A", Big Field Survey; thence West 374.195 feet parallel to North line of said Lot 11; thence South 51.09 feet parallel to West line of said Lot 11, thence North 89 degrees 50' East 374.05 feet; thence North 50.0 feet parallel to East line of said Lot 11 to the point of commencement. 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 agrees to sell, 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 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 commencement; Together with an undivided 1/6 interest in and to all 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 said well and waters to be used upon and are hereby made appurtenant to, the first above described property.

Together with a right of way over, upon and across the West 5 feet of the lots adjoining on the North running North to said well, for the use and benefit of owners, their heirs, executors, administrators and assigns, of the first above described property

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

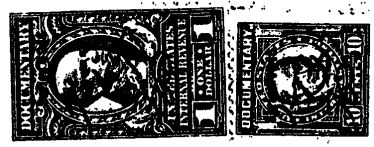
Subject to General Taxes after 1943.  
 The Grantee hereby agrees to the following reservation, restrictions, conditions and provisions of sale: That no estate in or possession of the said premises shall be sold, transferred or conveyed to any person not of the Caucasian race. And the Grantee does hereby covenant and agree with the Grantor, their successors and assigns, and with each and every purchaser and owner of lot or lots in the above mentioned property.

The Grantee, his heirs, successors and assigns will not erect or permit to be erected on the lot or lots above described and purchased by him any building or construction to be used for any purpose other than a one-family dwelling house, excepting only a barn, 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 frontage, and that a dwelling house costing more than \$1,000.00 shall be set at least 15 feet back from the said street frontage. And all outbuildings such as coops, barns, sheds, privies, etc., not including garages, shall be set back at least 100 feet from Street frontage.

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 1st day of JULY, A. D. 1947

HOME & GARDEN COMPANY  
 BY Louis C. Kimball President  
 BY D. Carlos Kimball Sec. & Treas.



STATE OF UTAH )  
 County of Salt Lake ) Ss

On the 1st day of JULY, A. D. 1947, 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 Sec. & Treas. of the HOME & GARDEN COMPANY, and that the within and foregoing instrument was signed on 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.

Ralph A. Barnes  
 Notary Public  
 Salt Lake City, Utah

My Commission Expires 4-20-50

My Residence is Salt Lake City, Utah