

Recorded at Request of TITLE INSURANCE AGENCY TIA: 33018 JUN 11 1973

423 M. Fee Paid \$ 5.40 JEROME M. MARTIN, Salt Lake County Recorder

⑦ by MD Dep. Book _____ Page _____ Ref. _____

Mail tax notice to _____ Address _____

2546223

WARRANTY DEED

LeR Burton and Mary E. Burton, his wife

grantor s

of Salt Lake City County of Salt Lake State of Utah, hereby
CONVEY and WARRANT to A. Blaine Huntsman and Jon/Huntsman, as tenants in
common J.P. M.

grantees

of Salt Lake City County Salt Lake , State of Utah

for the sum of TEN- - - - - DOLLARS

AND OTHER GOOD AND VALUABLE CONSIDERATION

the following described tract of land in Salt Lake County,

State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
BY REFERENCE MADE A PART HEREOF.

SUBJECT ALSO ALL THE PROVISIONS IN ATTACHED
EXHIBIT "C" WHICH BY REFERENCE IS ALSO MADE
A PART HEREOF.

WITNESS the hand of said grantor, this 11th day of June

A. D. 19 73

Signed in the presence of

LeR Burton
Mary E. Burton

STATE OF UTAH
COUNTY OF SALT LAKE

{ SS.

On the 11th day of June A. D. 1973 personally
appeared before me LeR Burton and Mary E. Burton, his wife

the signers of the within instrument who duly acknowledged
to me that they executed the same.

My Commission Expires:

17 July 1977

LeR Burton
Notary Public

Residing at Salt Lake City, Utah

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EXHIBIT "A"

Beginning at a point which is South 2284.36 Feet and East 427.45 Feet from the N1/4 Corner, Section 14, T. 3 S., R. 1 E., S. L. B. & M., thence N 28° E 170.00 Feet, thence S 62° E 123.557 Feet, thence Southeasterly 59.72 Feet along a 253.47 Foot radius curve to the right, both adjacent courses being tangents of said curve, thence S 48°30' E 92.790 Feet, thence Northeasterly 67.95 Feet along a 519.110 Foot radius curve to the right, whose radius point bears S 48°30' E at the beginning of said curve and whose central angle is 7°30'00", thence S 41° E 319.003 Feet, thence N 46° E 157.988 Feet, thence S 18° E 460.00 Feet, thence S 52°01' E 250.00 Feet, thence N 37°59' E 20.00 Feet, thence S 52°01' E 215.00 Feet, thence N 37°30' E 177.651 Feet, thence N 10° E 219.394 Feet, thence N 81° E 230.00 Feet, thence S 17°14' W 350.00 feet, thence Southwesterly 59.29 Feet along a 158.01 Foot radius curve to the right both adjacent courses being tangents of said curve, thence S 38°44' W 200.00 Feet, thence S 83°44' W 173.00 Feet, thence N 49°01' W 94.00 Feet, thence N 78°01' W 201.710 Feet, thence S 37°59' W 235.00 Feet, thence N 52°01' W 237.00 Feet, thence N 24°31' W 360.00 Feet, thence S 65°29' W 140.00 Feet, thence N 41°47'50" W 128.767 Feet, thence S 56°W 301.279 Feet, thence N 38°18'10" W 223.03 Feet, thence N 48°12'10" E 400.00 Feet, thence N 19°33'20" W 275.87 Feet to the point of beginning. Containing 18.07 Acres.

Subject to and together with a right-of-way 4 rods wide, the center line of which is described as follows: BEGINNING on the Easterly line of Dimple Dell Road at a point Due South 3123.98 feet and Due West 564.83 feet from the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 70° 26' 10" East 32.00 feet; thence South 87°50'10" East 230.00 feet; thence North 53°80'30" East 340.00 feet; thence North 63°11'50" East 285.00 feet; thence North 48°12'10" East 400.00 feet; thence North 72°27'10" East 90.00 feet; thence South 72°18'40" East 280.00 feet; thence South 25°36' East 360.00 feet; thence South 39°43' East 345.00 feet, more or less, to the Westerly line of Wasatch-Bonneville Boulevard.

Subject to and together with a right-of-way 50 feet wide, the center line of which is described as follows: BEGINNING on the Easterly line of Wasatch-Bonneville Boulevard at a point Due South 3151.12 feet and Due East 1339.51 feet from the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 78°01' East 165.00 feet; thence South 49°01' East 94.00 feet; thence North 83°44' East 173.00 feet; thence North 38°44' East 180.00 feet; thence South 63°16' East 40.00 feet; thence South 8°04' West 107.21 feet.

ALSO Subject to roadways and rights-of-way for roads, ditches, and utilities; and the right of the Grantor to 53/173's of all water which is or may be developed upon subject property together with rights of ingress and egress for said water. The right is retained by Grantor to enter along existing road ways and rights-of-way and water lines to install, repair and maintain water lines and any other facilities for the continued use or removal of said water. Wherever property develops into lots Grantor will modify the access and egress above mentioned to follow lot lines except where the source of water is not on a lot line.

PROTECTIVE COVENANTS

Exhibit "C"

Said property is conveyed subject to the following Building Restrictions and Protective Covenants which the Grantee herein accepts and covenants to observe and be bound by all said restrictions and covenants:

1. Subject property shall be used for Agriculture purposes.
2. No building shall be erected, placed, or substantially altered on any lot within said premises until the construction plans and specifications and plans showing location of the structure with respect to said lot have been approved by an Architectural Control Committee consisting of not less than 3 nor more than 5 members each of Salt Lake City, and identified now as Mr. Jon Huntsman, Mr. Elaine Huntsman, and Mr. LeR Burton, with the provision that a majority of the then existing committee may from time to time increase or replace the herein designated members. Applications for approval may be made to any of the members of said committee in writing, a majority of whom may act in approving or disapproving said plans and specifications. In the event of the failure of the committee to act within ninety days after the submission of such plans and specifications by either approving or disapproving the same, the plans shall be deemed to be approved. Said Architectural Control Committee shall in considering any application for approval specifically consider the type of materials specified for use, and the harmony of the external design and use plan with the existing structures and location with respect to topography and finished grade elevation. Size and cost of building to be erected on subject premises shall also require approval of the Architectural Control Committee referred to within this paragraph or their successors. Fences or walls, corrals, outbuildings or barns to be erected within any parcel of any perimeter lot line shall be considered an improvement requiring approval of the said Architectural Control Committee. No water well may be drilled on the premises or used for other than the parcel of land on which the well is drilled without the written permission of said Architectural Control Committee.
3. The premises shall not be used or occupied for any use which constitutes a public nuisance or for any use which is publicly noxious or offensive by reason of emission of dust, odor, gas or fumes.
4. Said premises shall at all times be kept free and clear of all debris and in a neat and orderly manner consistent with the best interests of the development of the agriculture area including the removal of weeds and unattractive growth. Removal of existing vegetation, or the topsoil, or the making of cuts or fills shall not be made and no temporary buildings shall be placed upon the subject property, nor shall any construction be moved onto the property without the written approval of the said Architectural Control Committee. No trailer houses, nor trailer houses converted to permanent dwellings shall be placed on subject property without written approval of said committee. The property shall not be used for the raising of mink, nutria, or other offensive animals to the extent determined by said Architectural Control Committee as may adversely affect the subject property.
5. No parcel of land affected by these covenants may be of a size of 5 acres or less when such size parcel would adversely affect the ability to get permission necessary to build a home or use any other parcel of land within the original tract of 173.5 acres, or subdivided without the written approval of the Architectural Control Committee. Rights-of-way as needed for use of public utilities, irrigation water, drainage, and use of

PROTECTIVE COVENANTS
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Exhibit "C"

equipment in preparing and maintaining said rights of way are hereby established as may be needed in the development and best interests of developing said property or its uses as directed by the Architectural Control Committee.

6. The restrictions herein above listed shall be binding upon any and all parties occupying or using said property or constructing or placing buildings, improvements or appurtenances thereon for a period of thirty years from January 2, 1960. Should any use be made of the above described property which is contrary to any of the provisions herein, any two members of the Architectural Control Committee shall give written notice of the existence of such defect and the party or occupants responsible for the same shall initiate immediate corrective action. If said defects or violations of this agreement are not corrected within 10 days after written notice, the Architectural Control Committee may at its option correct the defects or cause the same to be corrected and or may by appropriate legal action in any court sue for an injunction and damages, enjoining such violation or continuing violation of these restriction and damages for any loss suffered by reason of said violation and the fee owner of the area in violation shall be assessed with the cost of correction of the defect together with all costs of enforcing collection of payment of same including attorney's fees, and said costs shall be assessable as a lien against the property involved in the offense.