

"10-V" Deeds.

to the place of beginning; Together with a right of way over the following described land; Beginning at the Northeast corner of said Lot 1, and running thence West 330 feet; thence South 16-1/2 feet; thence East 165 feet; thence North 6-1/2 feet; thence East 165 feet; thence North 10 feet to the place of beginning.

Commencing at a point 18 feet North of the Southeast corner of Lot 20, Block 18, Five Acre Plat "A", Big Field Survey; running thence West 10 rods; thence North 3 rods; thence East 10 rods; thence South 3 rods to the place of beginning; Subject however to a right of way over the West 8 feet thereof.

Commencing 118-1/2 feet West of the Northeast corner of Lot 4, Block 52, Plat "D", Salt Lake City Survey; running thence South 5 rods; thence West 46-1/2 feet; thence North 5 rods; thence East 46-1/2 feet to the place of beginning.

All of the above described real estate being situate in Salt Lake County, Utah.

Done in open court, this 29th day of August, 1919.

ATTEST:

J. E. CLARK, Clerk,
(Seal)

By H. G. McDonough, Deputy Clerk.

Wilson McCarthy,
Judge.

ENDORSED: No. 9164 DISTRICT COURT PROBATE DIVISION THIRD JUDICIAL DISTRICT COUNTY OF SALT LAKE, STATE OF UTAH.

ESTATE OF MARY J. WALCOTT, Deceased.
FILED IN THE CLERK'S OFFICE, Salt Lake County, Utah, Aug 29 1919. J. E. Clark, Clerk 3rd Dist. Court.

STATE OF UTAH,)
COUNTY OF SALT LAKE,) SS.

I, J. E. Clark, Clerk of the Third Judicial District Court of the State of Utah, in and for Salt Lake County, do hereby certify that the foregoing is a full, true and correct copy of the original Decree of Settlement of Accounts and Final Distribution, in the Matter of the Estate of Mary J. Walcott, Deceased, No. 9164. as appears of record and file in my office.

Witness my hand and the Seal of said Court, at Salt Lake City this 30th day of August A. D. 1919.

J. E. Clark, Clerk

By Isabel J Nations Deputy Clerk

Recorded at the request of T. Ellis Browne, Sep 3, 1919, at 12:14 PM in Book "10-V" Deeds, pages 95-6. Abstracted in C-17, page 129, line 24; C-23, page 110, line 19; C-5, page 141, line 40. Entered in Masc. Index #4890. Recording fee paid \$2.10 (Signed) Berkley Olson, Recording, Salt Lake County, Utah. By J. H. McKay, Deputy.

#418712

WARRANTY DEED

BONNEVILLE-ON-THE-HILL COMPANY, a corporation of the State of Utah, with its principal place of business in Salt Lake City, Utah, Grantor, hereby conveys and warrants to L. B. Swaner, Grantee, of Salt Lake City and County and State of Utah, for the sum of Ten Dollars (\$10.00) and other considerations and conditions hereinafter expressed, the following-described tract of land situated in Salt Lake County, Utah, to-wit:

Commencing at a point north 0° 01' 57" west 85 feet and North 89° 58' 03" East 216 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being the Southeast corner of Lot 8, Block 13, Bonneville-on-the-Hill and the point of beginning; thence North 0° 01' 57" West 140 feet; thence North 89° 58' 03" East 26.26 feet; thence along a curve to the left (radius 338.11 feet) 145.49 feet; thence South 24° 41' 17" East 140 feet; thence Westerly along a curve to the right (radius 478.11 feet) 205.74 feet; thence South 89° 58' 03" West 26.26 feet to point of beginning.

A plat of which is hereto attached and made a part hereof.

Also a right of way appurtenant to Tracts A and B, hereinafter described and shown on said Plat and Marked Tract D, described as follows, to-wit:

Commencing at a point North 0° 01' 57" west 85 feet and North 89° 58' 03" East 216 feet and North 0° 01' 57" West 140 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being the Northeast corner of Lot 8, Block 13, Bonneville-on-the-Hill and the point of beginning; thence North 89° 58' 03" East 26.26 feet; thence along a curve to the left (radius 338.11 feet) 95.99 feet; thence North 16° 17' 57" West 25 feet; thence Westerly along a curve to the right (radius 313.11 feet) 25 feet; thence South 11° 43' 28" East 10 feet; thence Westerly along a curve to the right (radius 323.11 feet) 65.93 feet; thence South 89° 58' 03" West 26.26 feet; thence South 0° 01' 57" East 15 feet to point of beginning.

General taxes for the year 1919 to be pro-rated between the grantor and grantee as of this date.

The grantor, for itself, its successors, assigns, lessees, and licensees, covenants and agrees to and with said grantee, his heirs, executors, administrators and assigns, as follows:

1. That said grantor was the owner of and in the possession of and entitled to the possession of a large tract or body of land which it laid out and subdivided into lots as shown on a map a copy of which is herewith furnished said Grantee, and with reference to which said land said grantor has declared and made public a general plan or scheme of improvement thereof as a high class residential district to be secured and protected by suitable and appropriate restrictive covenants,

and of which the premises hereby conveyed were and are a part; and that said grantor is still the owner of and in the possession of and entitled to the possession of all said land except certain small tracts or lots thereof which said grantor has heretofore sold off with suitable restrictions.

2. That included in said land still retained by said grantor is a tract lying across Third Avenue from the premises hereby conveyed, situated in Salt Lake County, Utah, more particularly described as follows, to-wit:

Commencing at a point 15 feet North and 141 feet east of the Northeast corner of Block 6, Popperton Place, and running thence east 100 feet, thence South 140 feet, thence West 100 feet, thence North 140 feet to the place of beginning.

And also, commencing at a point 125 feet South and 313.28 feet East of the Northeast corner of Block 6, of said Popperton Place, and running thence 103.38 feet to the line of the Highway now in use at that point and commonly known as "Military Way"; thence Northeasterly along the arced property line abutting on said Highway, said Military Way, a distance of 156.55 feet; thence on a straight line 120.10 feet to the point of beginning.

And with respect to these last above described tracts of land, said grantor covenants and agrees that he will not build, erect, construct, or maintain thereon, nor will he permit or suffer to be built, erected, constructed or maintained thereon, any store, shop, stable, place of business, apartment house, flat, terrace, double or duplex house, or any other building, structure, or improvement, except not to exceed one dwelling house to a lot, to be used exclusively for a private family residence, with a private garage in the rear thereof, if desired, such dwelling house to be of an actual value and cost of not less than eight thousand dollars (\$8,000) and to be not less than two stories high. And said grantor covenants and agrees that in making any conveyance, lease, deed, or other transfer of said last-described property, or any right, title, interest, or estate therein, it will enforce and protect and perpetuate this covenant by exacting from its grantee or transferee a similar covenant to be inserted in such conveyance, lease, deed, or other instrument of transfer.

3. All of the grantor's covenants herein are not merely personal to the grantee herein but are intended for the benefit of the property herein conveyed, and also for the benefit of the lands retained by said grantor, and also for the benefit of the land burdened by these covenants, and are designed and intended to run with said lands, property, and premises, and to be appropriately enforceable directly by said grantee, his heirs, executors, administrators, and assigns; and all of these covenants were and are intended as inducement to and a part of the consideration for the purchase by said grantee of the premises hereby conveyed.

4. And said grantor covenants that it will improve, within a reasonable time, the park or triangular space shown on said furnished map at the convergence of Third Avenue, Military Way, and Penrose Drive.

The Grantee covenants and agrees:

1. That no apartment house, flat, terrace, double house, or any kind of business house shall be erected or maintained on the premises hereby conveyed, but only a segregated private residence with garage or other necessary out buildings.

2. That the residence hereinafter provided to be constructed on the separate parts of the premises shall be at least two stories, and shall be of the cost and actual value as hereinafter stated, and be commenced and constructed within the times herein stated.

3. That on the following described parcel of said premises and Marked "C" on said Plat, described as follows, to-wit:

Commencing at a point North 0° 01' 57" West 85 feet and North 89° 58' 03" East 242.26 feet and along a curve to the left (radius 478.11 feet) 135.74 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being place of beginning; thence North 16° 17' 57" West 140 feet; thence Easterly along a curve to the left (radius 338.11 feet) 49.5 feet; thence South 24° 41' 17" East 140 feet; thence Westerly along a curve to the right (radius 478.11 feet) 70 feet to point of beginning.

there shall be constructed by the grantee a dwelling house not less than two stories in height, and cost and have an actual value of not less than eight thousand dollars (\$8,000), and said construction shall be commenced not later than December 1, 1919, and completed not later than May, 1920.

4. That upon the following-described parcel of said premises, Marked "B" on said plat attached, described as follows, to-wit:

Commencing at a point north 0° 01' 57" West 85 feet and North 89° 58' 03" east 242.26 feet and along a curve to the left (radius 478.11 feet) 42.74 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being place of beginning; thence North 5° 15' 27" west 140 feet; thence easterly along a curve to the left (radius 338.11 feet) 65.06 feet; thence South 15° 17' 57" east 140 feet; thence Westerly along a curve to the right (radius 478.11 feet) 92 feet to point of beginning.

there shall be constructed by the grantee a dwelling house of not less than two stories; that the cost and actual value of the same shall be not less than fifteen thousand dollars (\$15,000), the construction of the same to begin immediately and prosecuted with diligence until completed.

5. That upon the following-described parcel of said premises, marked "A" on said plat attached, described as follows, to-wit:

Commencing at a point north 0° 01' 57" west 85 feet and north 89° 58' 03" east 216 feet from the Northeast corner of Lot 24, Block 6, Popperton Place, said point being the southeast corner of Lot 8,

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Block 13, Bonneville-on-the-Hill, and the point of beginning; thence North 0° 01' 57" west 140 feet; thence North 89° 03' east 26.26 feet; thence along a curve to the left (radius 339.11 feet) 50.93 feet; thence South 5° 16' 27" east 140 feet; thence westerly along a curve to the right (radius 478.11 feet) 43.74 feet; thence South 89° 58' 03" west 26.26 feet to the point of beginning;

there shall be constructed a dwelling house not less than two stories to be commenced not later than the month of February, 1920, and its construction prosecuted diligently until completed, the same to cost and be of the actual value of not less than eight thousand dollars (\$8,000)

6. That no building shall be erected on said premises the front of which is at a distance of less than 35 feet from the front line of said premises.

7. That no fence shall be built thereon higher than 3 feet within 75 feet from the front line thereof.

8. That no sign shall be placed or maintained upon said premises larger than 6 inches in height by 15 inches long.

IT IS FURTHER MUTUALLY UNDERSTOOD, COVENANTED AND AGREED that all of said restrictions shall be removed, ceased and determined on and after January 1, 1937.

Witness the corporate name of the grantor, signed by its president, and the same attested, and its corporate seal hereby affixed by its secretary, duly authorized by resolution of its Board of Directors, this 2nd day of September, A. D. 1919.

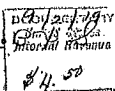
ATTEST:

Benner X Smith Assistant Secretary

STATE OF UTAH

COUNTY OF SALT LAKE

SS



BONNEVILLE-ON-THE-HILL COMPANY

By Lawrence Greene Its President.

On the 2nd day of September, A. D. 1919, personally appeared before me Lawrence Greene and Benner X. Smith, who being by me duly sworn, did say: That they are the President and Assistant-Secretary, respectively, of the Bonneville-on-the-Hill Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Lawrence Greene and Benner X. Smith, Respectively, acknowledged to me that said corporation executed the same.

Witness my hand and notarial seal this 2nd day of September, A. D. 1919.

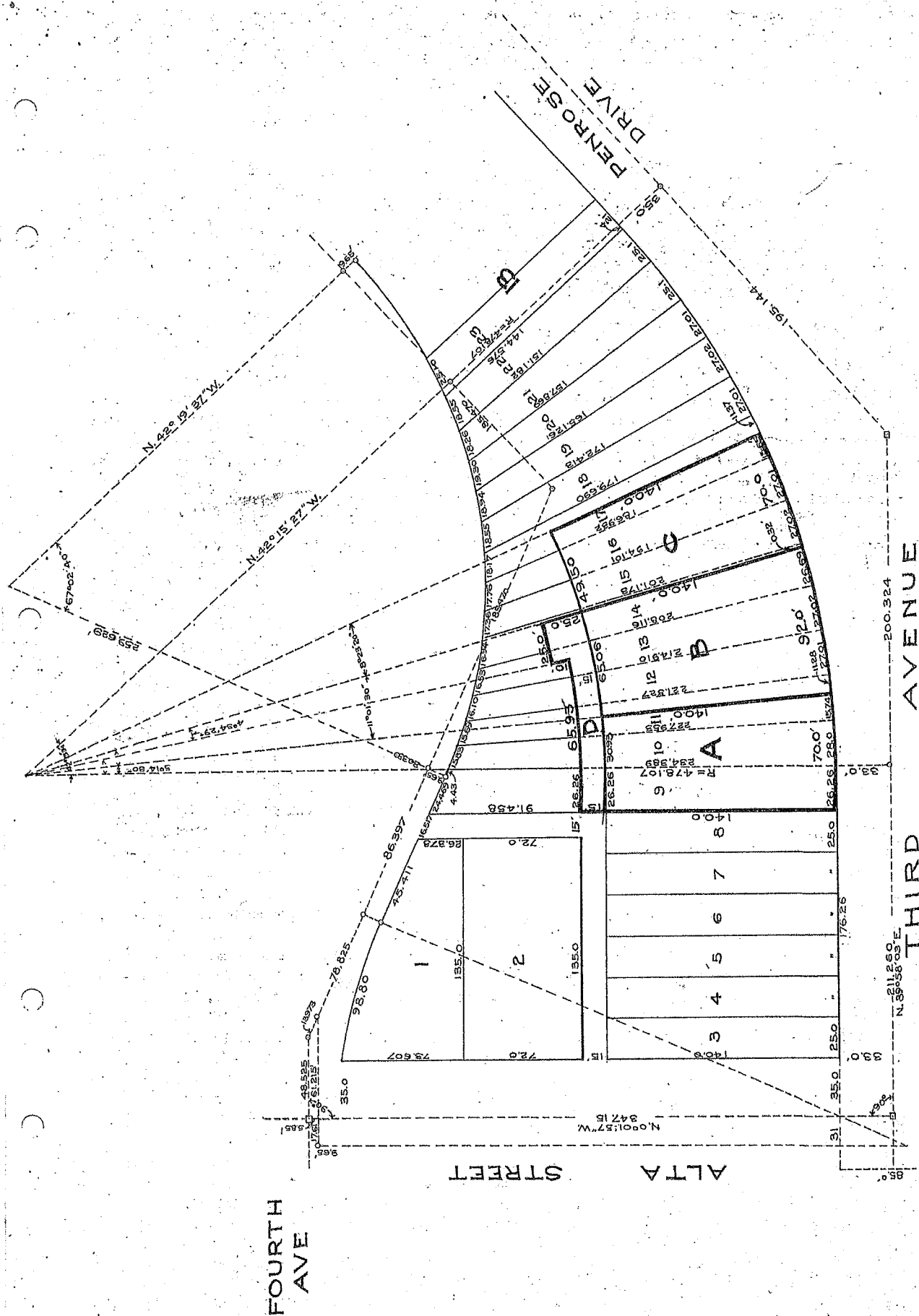
L. Archibald

Notary Public.

My commission expires Jan 28, 1922



See Backing Page 101



Recorded at the request of L. B. Swaner, Sep 8, 1919, at 10:45 A. M., in Book "10-V" Deeds, pages 96-100. Abstracted in D-6, page 97, lines 7 to 12. Recording fee paid \$10.95 (Signed) Berkley Olson, Recorder, Salt Lake County, Utah. By J. H. McKay, Deputy.

#418833

In consideration of the sum of Seventeen Hundred (\$1700) Dollars to me in hand paid I do hereby grant, bargain, sell, and convey unto John W. Walker, his heirs and assigns, of Salt Lake City, State of Utah, all of my right, title, interest, equity, claim and demand, in and to that certain piece or parcel of land, situate in Salt Lake City, Salt Lake County, State of Utah, described as Lots 23 and 24 of Block 14, in Jordan Place, a Subdivision of parts of Section two and three, Township 1 South, Range 1 West, Salt Lake Meridian.

And I do hereby assign unto the said John W. Walker, that certain contract of date October 8th, 1915, made between me the undersigned, and Hettie G. Kinsman for the purchase of said property by me, and I further transfer and sell to the said John W. Walker, his heirs and assigns all the improvements of every sort and nature by me owned, situated upon said real property, together with one pig, twelve chickens and a photograph car, now situated on said premises.

In Witness Whereof, I have hereunto set my hand and seal at Salt Lake City, Utah, this 2nd day of September, 1919.

Signed, sealed and delivered
in the presence of
N.W. Best

Josie Sax (Seal)

Witness.

STATE OF UTAH,)

COUNTY OF SALT LAKE,) ss. On this 2nd day of September, A.D. 1919 personally appeared before me, Josie Sax, known to me to be the person who signed the above and foregoing instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year in this certificate first above written.

My commission expires:

Aug. 18-1920

Recorded at request of John W. Walker, Sep 8, 1919 at 1:10 P. M. in "10-V" of Deeds, page 100. Abstracted in B-38, page 141, line 36. Recording fee paid \$1.10 (Signed) Berkley Olson, Recorder, Salt Lake County, Utah, By J.H.McKay, Deputy.

#418875

WARRANTY DEED.

Morningstar, Beeman & Company, a corporation, organized and existing under and by virtue of the Laws of the State of Utah, grantor, of Salt Lake City, County Of Salt Lake, State Of Utah, hereby Conveys and Warrants to Inter-Mountain Electric Company, grantee, of Salt Lake City, Salt Lake County, State Of Utah, for the sum of Forty-Four Thousand Five Hundred Fifty (\$44,550.00) Dollars, the following described tract of land in Salt Lake City and County, State of Utah:

A portion of Lot numbered One (1) in Block fifty-two (52), Plat "A", Salt Lake City Survey, and more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Lot One (1) in said Block fifty-two (52), and running thence East along the North line of East Fourth South Street four (4) rods to the Fisher and Roland right-of-way; thence North along the West line of said right-of-way three and one-half (3½) rods; thence West two (2) rods; thence North twenty-five (25) feet; thence West two (2) rods; thence South eighty-two and three-fourth (82¾) feet to the place of beginning, together with all right, title and interest of the grantor herein to the following described right-of-way, to-wit:

Beginning at a point eighty-nine (89) feet West from the Southeast corner of said Lot One (1), and Plat and Survey aforesaid and running thence West ten (10) feet; thence North eighty-two (82) feet, nine (9) inches; thence East ten (10) feet; thence South eighty two (82) feet, nine (9) inches to the point of beginning, but expressly reserving the right of perpetual joint use of said right-of-way for foot and team traffic to Samuel Newhouse, his heirs and assigns, to be used in connection with any property he owns on the North of and adjoining said right-of-way, and on the North and West of the property hereby conveyed, and the rights, if any, of others who own real property adjoining said right-of-way on the East side thereof, to joint use of said joint right-of-way.

This deed is given subject to the last four months of the 1919 general taxes now assessed against said premises and which portion of the 1919 taxes grantee herein ^{hereby} assumes and agrees to pay.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed, at Salt Lake City, County of Salt Lake, State of Utah, the Second day of September, A.D. 1919.

SIGNED IN PRESENCE OF

N. L. Virmilya

MORNINGSTAR, BEEMAN & COMPANY.

By Freeman Morningstar, President.

ATTEST: Walter H. Dayton Assistant Secretary.