

6064

\$3.85 U. S. Revenue Stamps Duly Cancelled.

WARRANTY DEED

Know All Men By These Presents

THAT JOHN W. GALBREATH (unmarried) of the City of Columbus, Ohio, GRANTOR, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable considerations to him paid by Boyd Pierce and Mary Pierce of Dragerton, Utah

the GRANTEE, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY to the GRANTEES, their heirs, and assigns forever the following real estate: SITUATED in the State of Utah, County of Carbon:

Lot 3, Block 7, Plat C, Dragerton Subdivision
Commonly known as 126 Carson Avenue

This covenant is subject to and the Grantor excepts and reserves to himself and for the convenience of the Grantor, his heirs and assigns, the easement and right to use in common with the Grantee s, their heirs, and assigns, utility strips, driveways, sidewalks, storm and sanitary sewers with connections and outlets, pipes, poles, pole rights, lines, wires, conduits, transformers and all other appurtenances in and over, on or under the above described premises and serving said premises, as well as other lands of the Grantor, together with the right to enter in, upon, and over the above premises for the purpose of installing, maintaining, and repairing the same.

The Grantor further grants to the Grantee s, their heirs, and assigns, the easement and right to use in common with the Grantor, his heirs and assigns, utility strips, driveways, sidewalks, storm and sanitary sewers with connections and outlets, pipes, poles, pole right, lines, wires, conduits, transformers, and all other appurtenances to the above premises, in and over, on or under the Grantor's other lands and serving the premises hereby conveyed and other lands of the Grantor.

This conveyance is made subject further to easements, reservations, conditions, and limitations set forth in a deed from THE GENEVA STEEL COMPANY to John W. Galbreath, recorded in Volume 5, Page 263, Carbon County, Utah, Deed records, and is further made to the following restrictions, reservations, exceptions, limitations, and rights which are in furtherance of a common plan imposed for the benefit subject to the following restrictions, reservations, exceptions, limitations, and rights which are in furtherance of a common plan imposed for the benefit of the Grantor, his heirs and assigns and for the common benefit of the owners of all lots in the neighborhood of and in the district comprising the foregoing premises, to-wit:

1. Said premises shall be used exclusively for residential property;
2. No spirituous malt, brewed, fermented, or intoxicating liquors shall be manufactured or sold on said premises;
3. Said premises shall not be used for any purpose that may endanger the health, or unreasonably disturb the quiet, of any occupant of adjoining or neighboring premises;
4. No business, trade, or manufacturing of any nature shall be carried on upon said premises; and said premises shall never be used for any purpose inconsistent with the nature of a strictly residential district;
5. No structure shall be erected, altered, placed, or permitted to remain, on said premises, other than a one family dwelling not to exceed two stories in height and one private garage for not more than two cars, the setback line as established by existing structures shall be maintained and no structure shall be extended, erected or placed within six feet of either side of any lot;
6. Each of the foregoing restrictions and limitations shall be independent of every other such restriction and limitation and the invalidity of any one or more of said restrictions or limitations shall not affect the validity and binding effect of any of said limitations and restrictions. As one of the considerations for this deed, it is further mutually agreed by the parties hereto, and the Grantee s, their heirs, and assigns, that the foregoing restrictions and limitations shall run with the land, and shall inure not only to the Grantor but also to the benefit of any person or for the owners of lots or lands in the neighborhood of the premises hereby conveyed; that these restrictions and covenants are entered into in considerations of rights and restrictions in other covenants made or that shall be made by the Grantor covering property in the neighborhood of the premises hereby sold and in residential districts established by the grantor; and it shall be lawful not only for the grantor, his heirs and assigns, but also for the owner or owners of any lot or lots in the neighborhood of the premises hereby conveyed, or in the district established by the Grantor of which these premises hereby conveyed are part, directing title through or under the Grantor, to institute or prosecute any action by law against any person or persons violating or threatening to violate any of said restrictions.

TO HAVE AND TO HOLD said premises, except as above described and written, with all the privileges and appurtenances thereunto belonging to the said Grantee s, their heirs, and assigns forever.

And the said Grantor, for himself, his heirs, and assigns, does hereby covenant with the Grantee s, their heirs, successors, and assigns, that he is lawfully seized of the above premises and that except as above described and written, such premises are free and clear of all incumbrances whatsoever save and except taxes and assessments and payments thereof falling due at and after the 3rd Monday in September 1949 which the Grantee s, their heirs, and assigns, by the acceptance of this deed, covenant s, their heirs, and assigns, that they shall be bound by the foregoing restrictions as to the use to which said premises shall be put, and that they shall not violate any of said restrictions.

And the said Grantor, for himself, his heirs and assigns, does further covenant with the Grantee s, their heirs, and assigns, that he will forever warrant and defend the same with the appurtenances thereunto belonging unto the said Grantee s, their heirs, successors, and assigns, against the lawful claims of all persons except as hereinbefore set forth.

IN WITNESS WHEREOF the said Grantor, JOHN W. GALBREATH has hereunto set his hand this 16th day of February, A. D. 1949.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Billie Lawrence
Evelyn Smith

John W. Galbreath
(John W. Galbreath)

STATE OF Ohio
COUNTY OF Franklin } SS.

On this 16th day of February, 1949, personally appeared before me JOHN W. GALBREATH, personally known to me to be the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

BILLIE LAWRENCE, Notary Public, Franklin County, Ohio
My commission expires Sept. 4, 1950

Billie Lawrence

(SEAL) Notary Public—residing at Columbus, Ohio
My commission expires the 4th day of Sept., 1950.

Filed for Record this 11 day of December, A. D. 1950 at 3:08 P. 4/M.

Effie B. Anderson County Recorder.