

*Lake Hiller*  
*Kaysville Plots 2, 3 & 5*  
*35-44-14*

Recorded at request of *James H. Brough*  
 Date *SEP 11 1959*  
 By *Wesley J. Broun*  
 Deputy Clerk  
 Fee Paid *6.50*  
 Records Davis County  
 Page *126*  
 ELDREDE  
 171

☒ Plotted  
☐ Abstracted  
☒ On Margin  
☐ Indexed  
☐ Compared  
☐ Errored

THIS INSTRUMENT made and entered into by and between AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, for itself and as successor in interest to the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, as first party and B. O. BROUGH and DORITT H. BROUGH, husband and wife, as second parties, of the Salt Lake Base and Meridian, of record in Book I of Liens, Leases, etc., at Page 154, of the records of Davis County, Utah, granted to first party a right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph upon, across, over and/or under certain lands in Section 35, Township 4 North, Range 1 West of Salt Lake Base and Meridian, in Davis County, Utah; and

WHEREAS, SARAH J. BARTON, by a grant of right of way and easement dated May 24, 1929, now of record in Book I of Liens, Leases, etc., at Page 155, of the records of Davis County, Utah, granted to first party a right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph upon, across, over and/or under certain lands in Section 35, Township 4 North, Range 1 West of Salt Lake Base and Meridian, in Davis County, Utah; and

WHEREAS, ROBERT ELAMIERES, by a grant of right of way and easement dated May 23, 1929, now of record in Book I of Liens, Leases, etc., at Page 156, of the records of Davis County, Utah, granted to first party a right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph upon, across, over and/or under certain lands in Section 35, Township 4 North, Range 1 West of Salt Lake Base and Meridian, in Davis County, Utah; and

WHEREAS, B. O. BROUGH and DORITT H. BROUGH, husband and wife, by a grant of right of way and easement dated September 29, 1943, now of record in Book 0 of Liens, Leases, etc., at Page 157, of the records of Davis County, Utah, granted to first party a right of way and easement to construct, operate, maintain, replace and remove a communication system upon, across, over and under certain lands in Blocks 2, 3 and 5, Plat D, Kaysville Townsite, Township 4 North, Range 1 West of Salt Lake Base and Meridian, in Davis County, Utah; and

*Page 2, 3, 5*  
*Plots 2, 3 & 5*

*50 3 1271*

WHEREAS, second parties are the owners of the following described lots or tracts of land in Davis County, Utah:

Lots 23, 24, 25, 26, 27, 28, 39, 40, 41, 56, 57, 61 and 62 of Lake Hills Subdivision No. 2, being a part of Blocks 1, 2, 3 and 4, Plat "D", Kaysville City Survey in the West Half (W $\frac{1}{2}$ ) of Section 35, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, of record in the office of the Recorder of said County and State, which lots or tracts constitute a part of the land over which the said rights of way and easements were granted under the above mentioned grants of right of way and easement; and

WHEREAS, under the provisions of said grants, all or the major portion of said rights of way and easements are subject to a restrictive covenant running with the land, providing in part that no inflammable structure will be erected or permitted within 50 feet of said lines of telephone and telegraph and communication system;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the premises and the mutual benefits to be derived by the parties hereto, it is mutually covenanted and agreed by and between said parties that the provisions of said grants of right of way and easement shall be and they are hereby modified and amended as follows:

(1) Second parties, for themselves, their heirs, executors, administrators and assigns, hereby covenant that no building or structure of any kind shall be erected or permitted on said lots or tracts within twenty-five (25) feet of the center line of said lines of telephone and telegraph and communication system as it now exists across said lots or tracts.

(2) First party agrees that buildings may be constructed and maintained on the said lots or tracts within fifty (50) feet but not closer than twenty-five (25) feet of the said center line provided that they shall be of brick, brick-veneer, asphalt shingle or hollow tile construction, with tile, metal, asphalt roll, asphalt shingle or other fire resistant roofs, and that the construction and maintenance of such buildings within fifty (50) feet but not closer than twenty-five (25) feet of said center line shall not constitute a violation of the restrictions contained in said grants of right of way and easement.

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(3) Except as herein expressly modified and amended, said grants of right of way and easement and each and every term, provision, covenant and condition thereof shall remain in full force and effect.

(h) This indenture shall constitute a covenant running with the land and shall be binding upon first party, its successors and assigns, and upon second parties, their heirs, executors, administrators, successors and assigns.

EXECUTED this 28<sup>th</sup> day of July, A. D. 1959.

ATTEST:

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

7 H. C.  
Assistant Secretary



By [Signature]  
Right of Way Superintendent  
(First Party)

WITNESS:

[Signature]  
Harvey Brough

[Signature]  
B. O. Brough

[Signature]  
James H. Brough

[Signature]  
Doritt H. Brough  
(Second Parties)



STATE OF MISSOURI

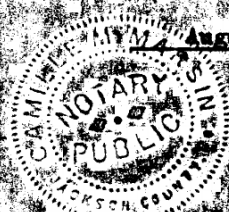
County of Jackson

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On this 11th day of August, 1959, before me appeared

P. W. Forsythe, to me personally known, who, being by me duly sworn, did say that he is Right of Way Superintendent of American Telephone and Telegraph Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said P. W. Forsythe acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11th day of August, A.D. 1959.



*Camille M. Martin*

Notary Public in and for Jackson  
County, Missouri, residing in  
Kansas City

My commission expires: February 26, 1960

STATE OF UTAH

County of Davis

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On this 28th day of July, 1959, before me personally appeared B. O. Brough and Doritt H. Brough, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal this 28th day of

July, A.D. 1959.



*James A. Brough*

Notary Public in and for Davis  
County, Utah, residing in  
Utah

My commission expires: 11-13-62