

205608

MODIFICATION EASEMENT

72/4-32-20-16 Mill Creek Heights

This indenture made and entered into by and between AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corporation, assignee of American Telephone and Telegraph Company of Wyoming, as first party, and LELAND H. SESSIONS and MARY H. SESSIONS; his wife, and CLYDE E. WILLIAMS and GERALDINE H. WILLIAMS, his wife, ANDERSON LUMBER COMPANY, a Utah Corporation, and SKYLINE DEVELOPMENT COMPANY, a Utah Corporation, as second party.

WHEREAS, LELAND H. SESSIONS and MARY H. SESSIONS, by grant of a right of way and easement dated July 17, 1929, now of record in Book I of Liens and Leases, at page 328, of the records of Davis County, Utah, granted to AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING 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 the East Half of the Northeast Quarter of the Northwest Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in Davis County, Utah; and

WHEREAS, SALT LAKE VALLEY LOAN & TRUST COMPANY, by a grant of right of way and easement dated July 23, 1929, now of record in Book I of Liens and Leases, at page 237, of the records of Davis County, Utah, granted to AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING a right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph upon, across, over and/or under the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in Davis County, Utah; and

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

Beginning at a point North 89°50'45" East 1,509.34 feet from the Northwest Corner of Section 32, Township 2 North, Range 1 East, of the Salt Lake Base and Meridian, (which is the Northeast Corner of Plat E of the Mill Creek Heights Subdivision) thence North 89°50'45" East along center line of 1800 South Street 630.66 feet to a point in line with a fence; thence South 0°09'15" East along said fence 1,320 feet, more or less; thence South 89°50'45" West 160 feet, more or less; thence South 0°09'15" East 250 feet, more or less; thence South 89°50'45" West 350 feet, more or less; thence North 61°57'11" West 767.50 feet, more or less; thence North 29°11' East 1,082.66 feet, more or less, (which corresponds to the East boundary of Plat E Mill Creek Heights Subdivision) thence around a regular 197.87 feet radius, curve to the left an arc distance of 15.74 feet; thence North 89°50'45" East 17.86 feet; thence North 0°09'15" West 160 feet; thence North 89°50'45" East 10 feet; thence North 0°09'15" West 140 feet to point of beginning, also.

that part of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian; Davis County, Utah, lying outside of the tract described in the paragraph here immediately preceding;

which properties constitute a part of the land over which the said right of ways and easements were granted under the above mentioned grants of right of way and easement, and

WHEREAS, under the provisions of the said grants the right of way is subject to conditions and restrictions relative to the erection of buildings and structures, which conditions and restrictions the parties hereto are mutually desirous of modifying.

Plotted Abstracted
On Map Indexed
Compared Initialed

Handwritten notes: 72/4-32-20-16, Mill Creek Heights, 324, etc.

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 conditions and restrictions pertaining to the erection of buildings and structures, as contained in said grants of right of way and easement, shall be and they are hereby modified and amended as follows:

(1) Second party, for themselves, their heirs, executors, administrators, successors and assigns, hereby covenant and agree that no building or structure of any kind shall be erected or permitted on the said property within 25 feet of the center line of said lines of telephone and telegraph as it now exists across said property.

(2) First party agrees that buildings may be constructed on the said property within fifty feet but not closer than 25 feet of said center line provided that they shall be of masonry, brick, brick veneer, asphalt shingle or hollow tile construction; with tile, metal, asphalt roll, asphalt shingle or other fire resistant roofs.

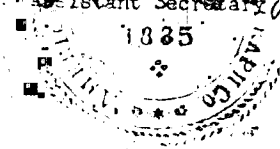
(3) Except as to the modification of the building clauses in said grants of right of way and easement, said grants of right of way and easement shall remain in full force and effect.

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

Executed this 28th day of April, 1960.

ATTEST:

Eugene K. Taylor
Assistant Secretary



AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By *P. W. Forsythe*
Right of Way Superintendent

Leland H. Sessions
Leland H. Sessions

Mary H. Sessions
Mary H. Sessions

Clyde E. Williams
Clyde E. Williams

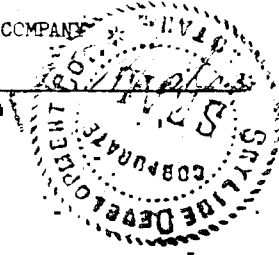
Geraldine H. Williams
Geraldine H. Williams

ANDERSON LUMBER COMPANY

By *N. W. Anderson*
President

SKYLINE DEVELOPMENT COMPANY

By *John H. ...*
President



ATTEST:

W. H. ...
Secretary

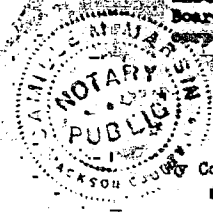
STATE OF MISSOURI

COUNTY OF JACKSON

On the 3rd day of April, A.D. 1960, personally appeared before me P. W. Forsythe, who being by me duly sworn did say that he is Right of Way

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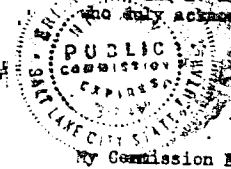
Superintendent of American Telephone and Telegraph Company, and instrument was signed in behalf of said corporation by a majority of its Board of Directors, and said P. M. Perry, the attorney for said corporation executed the same.



Camille M. ...
Notary Public
Residing at Kansas City, Missouri

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 29th day of April, 1960, personally appeared before me Leland H. Sessions and Mary H. Sessions, his wife and Clyde E. Williams and Geraldine H. Williams, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Erma E. Hartman
Notary Public
Residing at

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 18th day of April, 1960, personally appeared before me *A. W. Anderson* *Naarell Crawford* who being by me duly sworn did say, each for himself, that he, the said *A. W. Anderson* is the President, and he, the said *Naarell Crawford* is the Secretary of Anderson Lumber Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said *A. W. Anderson* and *Naarell Crawford* each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Raymond Paulot
Notary Public
Residing at

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 22nd day of April, 1960, personally appeared before me Theodore G. Mahas and Alan F. Holbrook, who being by me duly sworn did say, each for himself, that he, the said Theodore G. Mahas is the President and he, the said Alan F. Holbrook is the Secretary of Skyline Development Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Theodore G. Mahas and Alan F. Holbrook each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Erma E. Hartman
Notary Public
Residing at