

advantage corruptly to the said _____, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Subscribed and sworn to before me at _____

this _____ day of _____

[OFFICIAL SEAL]

My commission expires _____

U. S. GOVERNMENT PRINTING OFFICE

Handwritten notes and stamps including "1943", "Bureau of Re...", "RECORDED", "INDEXED", "JAN 11 1943", and "11:58".

8948

AMENDMENT TO RESTRICTION AGREEMENT

WHEREAS, American Land Company, Inc., a Utah corporation, with its principal place of business at Salt Lake City, Utah, as the owner of all of the Brookside Park Subdivision as recorded in the office of the County Recorder of Utah County, State of Utah, executed a Restriction Agreement involving the whole of said land, which agreement was dated September 25, 1943, and recorded September 29th, 1943, at 2:12 o'clock P.M. as Entry #10243 in Book 385, pages 91 and 94 in the office of the County Recorder of Utah County, State of Utah, and

WHEREAS, it is now found necessary to provide a right of way for an irrigation ditch over a portion of said Subdivision,

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, there is now hereby added to said Restriction Agreement a new paragraph entitled "Irrigation Ditch" and numbered "11-A" which shall read as follows:

"11-A. IRRIGATION DITCH

For a distance of three feet on each side of the center line hereinafter described there is hereby created an irrigation ditch right of way, said six foot strip of ground to be used exclusively for said purposes. Ingress and Egress over said six foot strip of ground is prohibited except for the purpose of installation and maintenance of said irrigation ditch, said center line being described as follows:

Commencing 331.5 feet 5.89° 56' East and 209.0 feet 5.1° 30' East of the Northwest corner of Section 3, Township 8 South, Range 3 East, Salt Lake Base and Meridian, thence South 2° 25' East 169.6 feet; thence South 8° 02' East 131.3 feet; thence South 3° 57' East 123.2 feet; thence South 54° 04' East 260.4 feet; thence South 71° 12' East 376.5 feet; thence South 77° 27' East 167.2 feet; thence South 70° 44' East 206.0 feet to the easterly boundary line of Brookside Park.

700 ft of 700 ft 14 - Sec 3, 8
Lots 37 to 47 BK 1 Brookside Subd
Lots 1 to 5 BK 6

409

all other provisions of said Restriction Agreement to remain in full force and effect, said Amendment however to be subject to any conveyances and encumbrances heretofore made or placed on said real property by American Land Company, Inc.

IN WITNESS WHEREOF, American Land Company, Inc., has caused this Amendment to Restriction Agreement to be executed this 9th day of June, 1945.

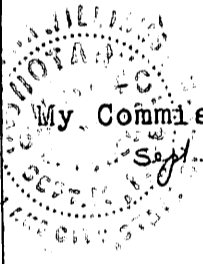
AMERICAN LAND COMPANY, INC.

By Rendell N. Mabey Secretary

STATE OF UTAH }
COUNTY OF SALT LAKE }

On the 9th day of June, 1945, personally appeared before me Rendell N. Mabey, who being by me duly sworn, did say that he is the Secretary of American Land Company, Inc., 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 Rendell N. Mabey duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Mura Williams
Notary Public
Residing at Salt Lake City, Utah



My Commission expires: Sept. 19, 1948

Entry No. 8948
Indexed by Elise P. Fillmore
Compared by Elise P. Fillmore
Filed 1945 OCT 11 AM 9:51
Book 421 Page 409
By Elise P. Fillmore
Recorder

8947
Maryland Casualty Company
BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, that we SHIRLEY MASON FARRER, of PROVO, UTAH, as Principal, and the MARYLAND CASUALTY COMPANY, Baltimore, Maryland, a corporation of the State of Maryland, duly authorized to do a Surety business in the State of Utah, as Surety are jointly and severally held and firmly bound unto

C. A. GRANT, UTAH COUNTY CLERK,

in the penal sum of ONE THOUSAND AND NO/100 Dollars, lawful money of the United States of America, for the payment of which sum well and truly to be made to the said C. A. GRANT, UTAH COUNTY CLERK, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.