

179391

Barlow Heights Subd. 1, 23, 24, 25, 26, 27, 28, 29

THIS INDENTURE 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 Ivan I. Barlow and Berneice W. Barlow, as second parties;

WITNESSETH

WHEREAS, RUBIE ODD, by a grant of right of way and easement dated May 17, 1929, now of record in Book I of Liens, Leases, etc., at Page 97, 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 5 North, Range 2 West, in Davis County, Utah; and

WHEREAS, NEWMAN ODD AND RUBIE ODD, by a grant of right of way and easement dated July 20, 1929, now of record in Book I of Liens, Leases, etc., at Page 379, 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 5 North, Range 2 West, in Davis County, Utah; and

WHEREAS, second parties are the owners of the following described lots in Davis County, Utah;

Lots 1, 33, 34, 35, 36, 37 and 51, Plat A, Barlow Heights Subdivision, a subdivision of a part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township 5 North, Range 2 West, Davis County, Utah, which lots 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 rights of way and easements no "inflammable structure" can be erected or permitted within fifty (50) feet of said lines of telephone and telegraph;

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

Recorded in Book of
Davis County, Utah
Date JUL 30 1958
by Margaret A. Bacon
Deputy Book
146

Plated Abstracted
On file Indexed
Compared Entered

are hereby modified and amended as follows:

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(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 the said lots within twenty-five (25) feet of the center line of said lines of telephone and telegraph as it now exists across said lots.

(2) First party agrees that buildings may be constructed on the said lots within fifty (50) feet but not closer than twenty-five (25) feet of said center line provided 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, and that the construction 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.

(3) Except as herein expressly modified and amended, said grants of rights of way and easement and each and every term, provision, covenant and condition thereof 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 parties, their heirs, executors, administrators, and assigns.

EXECUTED this 23 day of May, A.D. 1958.

ATTEST:
INCORPORATED
1895
Elizabeth K. Taylor
Assistant Secretary

AMERICAN TELEPHONE AND TELEGRAPH COMPANY

By [Signature]
Area Plant Manager
(First Party)
Approved
to sign
[Signature]
[Signature]

WITNESS:

[Signature]
[Signature]

Ivan T. Barlow
Ivan T. Barlow
Bernice W. Barlow
Bernice W. Barlow