

#215825

Recorded at the request of H.R. Henderson, Nov. 2-1942, at 10:31 A.M.

Mabel Longy
COUNTY RECORDER

EPM

G.E. Welsh, Division Attorney
By A.A. Sargent /s/
Asst. Div. Atty.

RIGHT OF WAY AND EASEMENT

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING Eighty & No/100 Dollars, (\$80.00), in consideration of which the STATE OF UTAH, by its State Land Board, hereby grants unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees, and agents, a right of way and easement to construct, operate, maintain, replace, and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains, and splicing boxes, and surface testing-terminals, repeaters, and markers, and other appurtenances, upon, over and under a strip of land one rod wide across certain lands below the meander line of the Great Salt Lake which the STATE OF UTAH owns or in which it has an interest, said lands being adjacent to fractional Sections 25, 26, and 35, Township 1 South, Range 4 West, S.L.B. & M., County of Tooele and State of Utah. The northerly or westerly boundary of said one rod strip shall be a line which is parallel to and 3 feet northerly or westerly of the first cable laid, the location of said first cable being shown in detail on the map which is attached hereto and by this reference made a part hereof.

Together with the foregoing rights, there are hereby granted and conveyed: the right of ingress and egress over and across the lands of the State of Utah to and from said strip for the purpose of exercising the rights herein granted; the right to place surface markers beyond said strip; the right to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of said strip; the right to install gates in any fences crossing said strip; and the right to permit in said strip the cables, wires, circuits, and appurtenances of any associated or allied communications company. THE STATE OF UTAH hereby covenants that it will not erect or voluntarily permit the erection on said strip of any structure which might interfere with the operation or maintenance of said systems, and this covenant shall run with the land. The grantor reserves the right to collect from the grantee and its successors in interest all special damages resulting to the property across which this easement is given as well as adjoining property, from the exercise of the rights herein granted. The term "Special damages" as used herein shall mean damages specifically proven to have resulted from grantee's use of its right of way and easement to the unwarranted detriment of lands or improvements adjacent to said right of way, but shall not embrace diminution of land values. The grantees agree to save the STATE OF UTAH HARMLESS from all claims and demands made by its lessees of the said lands, or by owners or lessees of adjoining lands, arising from the exercise of the rights herein granted.

IN WITNESS WHEREOF, the STATE OF UTAH has caused these presents to be signed by the Executive Secretary of its State Land Board, and the Seal of the STATE OF UTAH to be affixed hereto this 16th day of October A.D. 1942.

ATTEST: (SEAL)
P.H. Ensign /s/

STATE OF UTAH
State Land Board
H. Warren Taylor /s/
Executive Secretary

STATE OF UTAH }
County of Salt Lake } ss.

On the 16th day of October A.D. 1942, personally appeared before me H. Warren Taylor, who, being by me duly sworn, did say that he is Executive Secretary of the State Land Board of the State of Utah, that the foregoing instrument was executed in behalf of the State of Utah by authority of a resolution of the State Land Board, and said H. Warren Taylor further acknowledged to me that the State of Utah executed the same.

WITNESS my hand and notarial seal.
My Commission expires Aug. 30, 1945.

(NOTARY SEAL)
Approved as to Form:
Grover C. Giles,
Attorney General
By Zar L. Hayes
Deputy
#215827

P.H. Ensign /s/
Notary Public, residing in Salt Lake City.

Recorded at the request of H.R. Henderson, Nov. 2-1942, at 2:10 P.M.

Mabel Longy
COUNTY RECORDER

EPM

G.E. Welsh, Division Attorney
By A.A. Sargent /s/
Asst. Div. Atty.

E A S E M E N T

Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, Twenty-five Dollars (\$25.00), in consideration of which TOOELE COUNTY, a body corporate and politic of the State of Utah, Grantor, does hereby grant, convey, release and quit-claim unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned owns or in which it has or may have any interest in the County of Tooele and State of Utah, within the following described Sections, to-wit:

- Section 19, Township 1 South, Range 3 West of S.L.B. & M.;
- Section 24, 25, 26, 35, Township 1 South, Range 4 West of S.L. B. & M.;
- Sections, 2, 3, 10, 9, 16, 17, 20 and 19, Township 2 South,

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Range 4 West of S.L. B. & M.;
 Sections 24, 23, 22, 21, 20 and 19, Township 2 South, Range 5 West of S.L. B. & M.;
 Sections 24, 23, 22, 15, 16, 9, 4 and 5, Township 2 South, Range 6 West of S.L. B. & M.;
 Section 32, Township 1 South, Range 6 West of S.L. B. & M.;
 Sections 25, 23 and 9, Township 1 South, Range 7 West of S.L. B. & M.;
 Sections 2, 5 and 6, Township 1 South, Range 8 West of S.L. B. & M.;
 Section 31, Township 1 North, Range 8 West of S.L. B. & M.;
 Sections 36, 18 and 16, Township 1 North, Range 9 West of S.L. B. & M.;
 Sections 23 and 33, Township 1 North, Range 10 West of S.L. B. & M.;
 Section 16, Township 1 South, Range 11 West of S.L. B. & M.; together with the following
 rights: Of ingress and egress over and across the lands of the undersigned to and from said strip
 for the purpose of exercising the rights herein granted; to place surface markers beyond said
 strip to clear an egress cleared all trees, roots, brush and other obstructions from the surface
 and subsurface of said strip; to install gates in any fences crossing said strip; and to permit
 in said strip the cables, wires, circuits and appurtenances of any other company. The northerly
 boundary of said one rod strip shall be a line parallel to and three feet northerly of the first
 cable laid, which cable shall have its location indicated upon surface markers set at intervals
 on said strip or on lands adjacent thereto. The Grantor, for itself, its successors and assigns,
 hereby covenants that it will not voluntarily permit any structure to be erected or permitted on
 said strip.

IN WITNESS WHEREOF the Grantor has hereunto set its hand and affixed its corporate seal
 by its duly authorized officers this 8 day of Sept, 1942, at Tooele, Utah.

(SEAL)

TOOELE COUNTY,
 Amos Bevan /s/
 Chairman of the Board of County Commissioner
 of Tooele, County, State of Utah.

Attest:
 David Rankhead /s/
 Clerk
 #215829

Recorded at the request of H.R. Henderson, Nov. 2-1942, at 4:36 P.M.

Mabel Longy
 COUNTY RECORDER

EPM

STATE OF UTAH)
) ss
 COUNTY OF SALT LAKE)

I, F.W. BRADSHAW, do hereby certify that I am the Secretary of the American Savings & Loan
 Association, and as such have custody of the books and records of said corporation;

that the name of the association was formerly American Mutual Building and Loan Company, which
 name was changed to American Savings & Loan Association, by amendment to its Articles of Incorporation
 duly adopted and filed with the County Recorder of Salt Lake County and the Secretary of
 State of the State of Utah;

That On October 21, 1940, Secretary of State of the State of Utah issued his certificate of
 amendment authorizing the change in the name as above stated.

(COR. SEAL)

F.J. Bradshaw /s/
 Secretary of American Savings & Loan
 Association

Subscribed and sworn to before me this 30 day of April 1941.

(NOTARY SEAL)
 My commission expires
 9/13/45

Zelda Hedman /s/
 Notary Public, residing in
 Salt Lake City, Utah

#215830
 Recorded at the request of F.W. Frailey, Nov: 34 1942, at 11:45 A.M.

Mabel Longy
 COUNTY RECORDER

EPM

DECLARATION OF ESTABLISHMENT OF
 CONDITIONS AND RESTRICTIONS

Tooele Highlands, Tooele City,
 Tooele County, Utah

Ralph B. Skinner, the undersigned, does hereby covenant and agree as follows, to-wit:

I

That all of the restrictions heretofore created, upon or against the title to Tooele Highlands
 Subdivision be, and the same hereby are cancelled and made void and of no further effect whatsoever.

II

That the following restrictions are hereby created:-

A. All lots in the tract shall be known and described as residential lots. No structures shall
 be erected, altered, placed or permitted to remain on any residential building plot other than
 one detached single family dwelling not to exceed one story in height and