

See W. D. In Book 539 Page 526 Entry # 270792 See Q.C.D. in Book 541 Page 66 Entry # 2717

BOOK 190 PAGE 501 17

STATE OF UTAH  
COUNTY OF WEBER ) SS  
FILED AND RECORDED FOR  
Fabian, Clendenin, Moffat & Mabeey  
Jul 25 10 20 AM '44  
BY BOOK 190 OF Leases  
PAGE 501  
Recorded by  
COUNTY RECORDER  
BY AFFIDAVIT & EXHIBIT

84994

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PLATTED   
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COMPARED

ABSTRACTED   
INDEXED   
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AMENDMENT TO RESTRICTION AGREEMENT

WHEREAS, the American Land Company, Inc., a Utah corporation with its principal place of business at Salt Lake City, Utah, is the owner of the following described real estate situated in Weber County, State of Utah, to-wit:

All of Oak Ridge Acres, a subdivision, as recorded in the office of the County Recorder of Weber County, State of Utah; and

WHEREAS, the American Land Company, Inc., as Owner of said real estate hereinbefore described placed restrictions against the title to the said real estate by filing a restriction agreement dated the 25th day of September, 1943, and recorded in the office of the County Recorder of Weber County, in Book 179 at page 164, and

WHEREAS, the American Land Company, Inc., filed an Amendment to said Restriction Agreement dated September 27th, 1943, and recorded in the office of the County Recorder of Weber County, Utah, in Book 179 of Leases at page 213, and

WHEREAS, it is now desired by said American Land Company to further amend said Restriction Agreement,

NOW THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned Owner hereby declares that the aforesaid land above referred to is to be held and should be conveyed, subject to the following reservations, restrictions and covenants hereinafter set forth.

Paragraph 10, "Utility Easement", of said building restrictions above referred to are hereby amended to read as follows:

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FABIAN, CLENDENIN, MOFFAT & MABEY  
ATTORNEYS AT LAW  
CONTINENTAL BANK BUILDING  
SALT LAKE CITY, UTAH

84994 5/60

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STATE OF UTAH  
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BY DEPUTY: E. SHAWLBY, JR.

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Paragraph 10, "Utility Easement", of said building restrictions above referred to are hereby amended to read as follows:

The adding thereto at the end of said paragraph 10 the following:

An easement is reserved for drain installations and maintenance over the following described real estate situated in said Oak Ridge Acres more particularly described as follows:

Beginning at a point 64 feet East and 15 feet North of the Southwest Corner of Lot 21, Block 4, Oak Ridge Acres and running thence North to a point 60.5 feet East and 5 feet South of the Northwest Corner of Lot 24, Block 4, and running thence West to a point 79 feet West and 4 feet North of the Southeast Corner of Lot 16, Block 5, and running thence North to the curb line on 38th South Street; said drainage easement to extend a distance of one and one-half (1½) feet on each side of said lines hereinbefore described.

All other restrictions, reservations and covenants as originally set forth in said restriction agreements hereinbefore referred to are to remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the owner of the tracts of real estate hereinabove mentioned, this 8<sup>th</sup> day of January, 1944, has caused these presents to be executed.

AMERICAN LAND COMPANY, INC.

By Rendell N. Mabey  
Secretary

(CORPORATE SEAL)

STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS

On the 8<sup>th</sup> day of January, 1944, 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.

Lucile Chipman  
Notary Public

The adding thereto at the end of said paragraph 10 the following:

An easement is reserved for drain installations and maintenance over the following described real estate situated in said Oak Ridge Acres more particularly described as follows:

Beginning at a point 64 feet East and 15 feet North of the Southwest Corner of Lot 21, Block 4, Oak Ridge Acres and running thence North to a point 60.5 feet East and 5 feet South of the Northwest Corner of Lot 24, Block 4, and running thence West to a point 79 feet West and 4 feet North of the Southeast Corner of Lot 16, Block 5, and running thence North to the curb line on 38th South Street; said drainage easement to extend a distance of one and one-half (1½) feet on each side of said lines hereinbefore described.

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IN WITNESS WHEREOF, the owner of the tracts of real estate hereinabove mentioned, this 8<sup>th</sup> day of January, 1944, has caused these presents to be executed.

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