

1437037

Recorded JUL 18 1955 at 10:30 a.m.  
Request of SECURITY TITLE COMPANY  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 3.10 By J. Natelson Deputy  
Book 1219 Page 67 Ref.

MSJ  
7/12/55

A G R E E M E N T

WHEREAS, A. P. Neilson Construction Company, Incorporated is the subdivider of certain real estate and property located within the confines of Salt Lake County, State of Utah, and has by proper procedure prepared such property for recording as a subdivision to be known as Hillsdale Subdivision No. 6 and delivered to Salt Lake County a bond in the amount of \$14,946.62 in favor of Salt Lake County assuring the accomplishment of street improvements on a certain portion of the above described subdivision; and

WHEREAS, Salt Lake County is willing to approve said subdivision and that said bond be submitted by the said subdivider as above set forth, guaranteeing a portion of the said subdivision improvements, for and in consideration of the subdivider agreeing to certain restrictive covenants and agreements with respect to the above subdivision.

NOW, THEREFORE, it is mutually agreed and understood by and between said subdivider and Salt Lake County, a body politic and corporate of the State of Utah, and hereinafter referred to as the "County," as follows:

1. The County agrees that it will accept for recording the subdivision plat submitted to it by the subdivider and that the same is accepted upon submission of said bond and on the basis that the subdivider effect improvements as hereinafter set out.

2. The subdivider covenants and agrees that it will cause to be developed and effected improvements fronting on lots 1 to 11 inclusive, 66 to 73 inclusive, 79 to 96 inclusive and 103 to 114 inclusive in said Hillsdale Subdivision No. 6.

The subdivider further agrees that it will cause to be installed 2559.50 feet of street surfacing and 5342.42 feet of proper curbs and gutters in front of said above-numbered lots, as required by the Office of the Salt Lake County Surveyor and herewith deposit with Salt Lake County a bond in the amount of \$14,946.62 to secure, insure and guarantee said

Salt Lake County that the street surfacing, curb and gutter will be installed and constructed in said streets. In the event said improvements have not been accomplished within two years from the date hereof, the said bond shall be forfeited to Salt Lake County.

3. The subdivider hereby covenants and agrees with Salt Lake County that it will not sell any lots in the said Subdivision other than those above designated until such time as the County shall approve such selling. The subdivider further covenants and agrees that it will not seek nor request any building permits for the construction of any homes or other buildings on lots other than those referred to above. Subdivider consents to the County not issuing permits as herein provided.

4. The subdivider covenants and agrees that should it desire to sell any lots other than those above-referred to, it will first obtain prior approval from the Salt Lake County Commission to do so, and it is agreed that an additional bond or sums of money must be posted with Salt Lake County in order to guarantee the installation of streets and roads and curb and gutter adjoining the lots to be sold.

5. The subdivider further covenants and agrees that these restrictions as to sale and otherwise shall bind it and its heirs, administrators, executors, successors and assigns.

6. The subdivider further covenants and agrees that should any lots be sold either on a contract basis or upon a cash sale or in any other manner, in violation of this agreement, that the said subdivider shall be liable and responsible in damages for any such breach of this contract and that it will be responsible in damages to either Salt Lake County or to any purchaser of such building lots sold in violation of this agreement or in violation of the order of the Salt Lake County Commission it being expressly understood and agreed that this agreement is also for the benefit and security

of any such purchaser or assigns, successors, heirs or legal representatives.

7. Subdivider further agrees that it will be responsible for all and any cost of enforcing this agreement and such to include a reasonable attorney's fee. Subdivider agrees that such costs and attorney's fees shall be paid to either Salt Lake County or to any purchaser of a lot sold or transferred in violation of this agreement.

8. The County, upon the compliance by the subdivider with the conditions and covenants of this agreement, does hereby permit the subdivider to develop, improve and sell the lots hereinabove referred to in Paragraph 2 hereof and does approve the subdivision plat submitted with this agreement and covering the said subdivision.

IN WITNESS WHEREOF, the Subdivider has hereunto signed this agreement and the County has caused this agreement to be executed on its behalf at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 1955.

BOARD OF COUNTY COMMISSIONERS  
OF SALT LAKE COUNTY

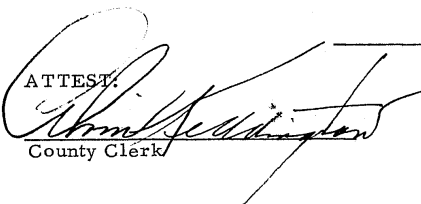
By   
Chairman



\_\_\_\_\_  
A. P. NEILSON CONSTRUCTION CO., INC.

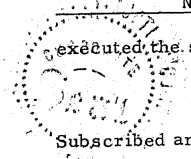
By 

ATTEST.

  
County Clerk

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On the 14th day of July, 1955, personally  
appeared before me A. P. Neilson, who being  
by me duly sworn did say that he is the President  
of A. P. Neilson Construction Company, a corporation, and that the  
foregoing instrument was signed in behalf of said corporation by  
authority of a resolution of its board of directors and said A.P.  
Neilson acknowledged to me that said corporation  
executed the same.

Subscribed and sworn to before me this 14th day of July, 1955.

N. Gayle Neilson  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah

My Commission Expires: 4-21-59  
