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BOOK 1349 PAGE 252

Recorded SEP 24 1956 at 11:24 AM
Request of SECURITY TITLE COMPANY
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.50 By M. A. [unclear] Deputy
Book Page Ref.

A G R E E M E N T

WHEREAS, Carl R. Ohran and Ruth G. Ohran, his wife/ are dba QUALITY BUILDERS, the subdividers of certain real estate and property located within the confines of Salt Lake County, State of Utah, and have by proper procedure prepared such property for recording as a subdivision to be known as Crestwood Subdivision and delivered to Salt Lake County a bond in the amount of \$9,998.09 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 subdividers 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 subdividers 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 subdividers and that the same is accepted upon submission of said bond and on the basis that the subdividers effect improvements as hereinafter set out.

2. The subdividers covenant and agree that they will cause to be developed and effected improvements fronting on lots 13 to 41 inclusive, and lot 47 in said Crestwood Subdivision.

The subdividers further agree that they will cause to be installed 1760.25 feet of street surfacing and 3498.41 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 \$9,998.09 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 subdividers hereby covenant and agree with Salt Lake County that they 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 subdividers further covenant and agree that they 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. Subdividers consent to the County not issuing permits as herein provided.

4. The subdividers covenant and agree that should they desire to sell any lots other than those above-referred to, they 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 subdividers further covenant and agree that these restrictions as to sale and otherwise shall bind them and their heirs, administrators, executors, successors, and assigns.

6. The subdividers further covenant and agree 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 subdividers shall be liable and responsible in damages for any such breach of this contract and that they 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. Subdividers further agree that they will be responsible for all and any cost of enforcing this agreement and such to include a reasonable attorney's fee. Subdividers agree 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 subdividers with the conditions and covenants of this agreement, does hereby permit the subdividers 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 Subdividers have hereunto signed this agreement and the County has caused this agreement to be executed on its behalf at Salt Lake City, Utah, this 21 day of September, 1956.

BOARD OF COUNTY COMMISSIONERS
OF SALT LAKE COUNTY



By [Signature]
Chairman

QUALITY BUILDERS, A CO-PARTNERSHIP

By [Signature]
By Carl R. Ohran - partner

By [Signature]
By Ruth G. Ohran, his wife - partner

ATTEST:
[Signature]
County Clerk