

1514283

Recorded NOV 29 1956 at 1:43 P.M.
 Request of Walter T. Stewart
 Fee Paid. Hazel Taggart Chase,
 Recorder, Salt Lake County, Utah
 \$ 1.60 By Hazel Taggart Chase
 Ref. 2660 E. 2700 So. S. 22

A G R E E M E N T

WHEREAS, Walter T. Stewart and Ruth F. Stewart, his wife, and John D. Carter and Mildred H. Carter, his wife, and William P. Newman and Bessie Newman, his wife are the subdividers and partial owners; and Everett Gunn and Irene Gunn, his wife, and Anita Evelyn Cowley Rice, Carol Anita Rice, and John Robert Rice, a minor, and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a corporation, are the remaining owners of certain real estate and property located within the confines of Salt Lake County, State of Utah, and the subdividers, by proper procedure prepared such property for recording as a subdivision to be known as East Holladay Subdivision and delivered to Salt Lake County a bond in the amount of \$3,688.08 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 subdividers and remaining owners 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 remaining owners 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 all improvements fronting on lots 37 to 41 inclusive and lots 24 to 29 inclusive in said East Holladay Subdivision.

The subdividers further agree that they will cause to be installed 660.00 feet of street surfacing and 1273.80 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 \$3,688.08 to secure, insure and guarantee said Salt Lake County that the street surfacing, curb and gutter will be installed and constructed in said street.

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 and remaining owners hereby covenant and agree with Salt Lake County that they will not sell any lots in the said Subdivision other than those designated until such time as the County shall approve such selling and they 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 and remaining owners consent to the County not issuing permits as herein provided.

4. The subdividers and remaining owners 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 Commission of Salt Lake County 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 and remaining owners further covenant and agree that these restrictions as to sale and otherwise shall bind themselves and their heirs, administrators, executors, successors, and assigns.

6. The subdividers and remaining owners 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 they 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, successor, heirs or legal representatives.

7. Subdividers and remaining owners 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 and 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 and remaining owners 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 and remaining owners hereunto signed this agreement and the County has caused this agreement to be executed on its behalf at Salt Lake City, Utah this 28th day of December, 1956,

BOARD OF COUNTY COMMISSIONERS
OF SALT LAKE COUNTY

[Signature]
Chairman

Walter T. Stewart
WALTER T. STEWART

Ruth F. Stewart
RUTH F. STEWART, HIS WIFE

John D. Carter
JOHN D. CARTER

Mildred H. Carter
MILDRED H. CARTER, HIS WIFE

William F. Newman
WILLIAM F. NEWMAN

Bessie Newman
BESSIE NEWMAN, HIS WIFE

Everett Gunn
EVERETT GUNN

Irene D. Gunn
IRENE D. GUNN, HIS WIFE

Antia Evelyn Cowley Rice
ANTIA EVELYN COWLEY RICE

Carol Anita Rice
CAROL ANITA RICE

George Robert Rice
GEORGE ROBERT RICE, By: Antia Evelyn Cowley Rice Guardian

Corporation of the Presiding Bishop
of the Church of Jesus Christ of Latter-Day-Saints

Joseph L. Wirthlin
Joseph L. Wirthlin
Presiding Bishop

ATTEST:

[Signature]
COUNTY CLERK



