

PIPE LINE AGREEMENT

12. SUCCESSORS AND ASSIGNS;

This agreement shall be binding upon and inure to the benefit of the Railroad Company, its successors and assigns, the Licensee and the successors in interest of the Licensee.

13. RENTAL:

The Licensee shall pay as rental for the term hereof, the sum of Five Dollars (\$5.00), payable to the Union Pacific Railroad Company in advance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first herein written.

Witness:
G G Burbidge

LOS ANGELES & SALT LAKE RAILROAD
COMPANY, UNION PACIFIC RAILROAD COMPANY,
By W H Guild
General Manager

Witness:
Rendell N Mabey

Martha K Dreschsel
Licensee

APPROVED AS TO FORM

Geo H Smith
GENERAL SOLICITOR.

APPROVED
J. P. Mack
DIVISION ENGINEER

APPROVED
H. H. Larson
SUPERINTENDENT

Charles Adams
Land and Tax Agent

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STATE OF
County of

I, Rendell N. Mabey, a Notary Public, do hereby certify that ~~Martha K. Dreschsel~~ ~~personally~~ ~~known~~ to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 17 day of July, 1939.

My Commission Expires: —

RENDELL N. MABEY SEAL
NOTARY PUBLIC
COMMISSION EXPIRES
MAY 18, 1943
STATE OF UTAH

Rendell N. Mabey
Notary Public Residing at
Salt Lake City, Utah

Recorded at the request of Union Pacific Railroad, Aug. 9, 1939, at 10:20 A.M. in Book #239 of L.L. pages 102-03. Recording Fee paid \$4.00. Signed Cornelia S. Lund, Recorder, Salt Lake County, Utah, by F. E. Samway, Deputy. (Reference: D-35, 6, 7, S-25, 36, 20.)BL.

#663459

See Warrant # 1760052 BK 1266 - pg 62

AGREEMENT

THIS AGREEMENT made and entered into by and between the Heber J. Sears Investment Company, a corporation of Utah, Ernest F. Kouchel and Gertrude F. Kouchel his wife, David Levene and Ethel Levene his wife, Carroll N. Sargent and Blanche G. Sargent his wife, ~~Larry H. S. Chandler~~ Harrison H. Tennant and ~~Larry Tennant his wife~~ H. S. Brown and Gladys C. Brown, his wife, and Walter Landwehr and LaReta Landwehr, his wife, which said parties hereto constitute all of the owners of Sears Addition.

WITNESSETH:

WHEREAS, SEARS ADDITION, a Subdivision of part of Sections 3 and 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian was platted and recorded on December 13, 1926, in Book "H" of Plats, Page 132, as Instrument No. 574534, in the office of the county recorder of Salt Lake County, State of Utah, and

WHEREAS, the original owners of said SEARS ADDITION, namely the Heber J. Sears Investment Company, a corporation of Utah, has heretofore on various occasions conveyed parcels of real estate situated in said SEARS ADDITION, which said conveyances were made by Warranty deed and contained certain and various restrictions and covenants intended for the benefit of said SEARS ADDITION and which were made a part of the consideration of the said conveyances; and

WHEREAS, the owners of said Sears Addition desire to change the restrictions heretofore created against the title to said Sears Addition;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the said parties, the undersigned, do hereby jointly and severally covenant and agree as follows, to-wit:

I

That all of the restrictions heretofore created by deed or deeds or other wise upon or against the title to said Sears Addition be, and the same hereby are, cancelled and made void and of no further effect whatsoever.

II

That the following restrictions are hereby created and declared to be covenants running with the land constituting the said Sears Addition and each and every part thereof and the undersigned owners hereby declare that the aforesaid land upon the plat of Sears Addition above referred to is to be held and shall be conveyed subject

to the following reservations, restrictions and covenants hereinafter set forth.

1. DEFINITION OF TERMS USED

For the purpose of these restrictions the word "Street" shall mean any street or parkway of whatever name, which is shown on the plat of Sears Addition and which has been dedicated to the public for the purposes of public streets, or for parkway purposes.

The word "Lot" shall mean either any lot as platted or any tract or tracts of land as conveyed which may consist of one or more lots or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth.

A "Corner Lot" shall be deemed to be any such lot platted or any such tract or tracts of land as conveyed having more than one street contiguous to it.

2. PERSONS BOUND BY THESE RESTRICTIONS

That the covenants and restrictions are to run with the land and all persons and corporations who now own or shall hereafter acquire any interest in any of the lots in this addition shall be taken and held to agree and covenant with the owners of the lots shown on this plat and with their heirs, successors and assigns, to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period of twenty-five (25) years from the first day of August 1933, at which time said covenants and restrictions shall terminate.

3. USE OF LAND; COST; FRONTAGE

That none of said lots of said Sears Addition, or fraction thereof, shall be improved, used or occupied for other than private residence purposes, and no store, flat or apartment house thereof intended for residential purposes shall be erected thereon. Any residence erected or maintained thereon shall be designed for not more than occupancy by one or two families. Any single family residence erected wholly or partially on said lots shall cost not less than Forty-five Hundred (\$4500.00) Dollars, and the ground floor square foot area thereof shall not be less than 1000 square feet in the case of one story structure, nor less than 800 square feet in the case of a one and one half or two story structure. Any two family dwelling shall not be erected on a lot with less than a 90 foot frontage and shall cost not less than Sixty-five hundred (\$6500.00) Dollars and ground floor square area shall not be less than 1400 square feet in the case of a one story structure and not less than 1300 square feet in the case of a one and one half or two story structure.

4. DWELLING SET BACK AND FREE SPACE

No building shall be erected on any residential building plot nearer than 50 feet to, nor farther than 75 feet from, the front lot line, nor nearer than 15 feet to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line.

5. SIZE OF LOTS

No residential lot shall be resubdivided into building plots having less than 10,000 square feet of area or a width of less than 57 feet each, nor shall any building be erected on any residential building plot having an area of less than 10,000 square feet or a frontage of less than 57 feet.

6. OWNERSHIP AND OCCUPANCY

No race or nationality other than the caucasian race, shall use or occupy any building on any lot, except that the covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

7. TEMPORARY RESIDENCES PROHIBITED

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. UTILITY EASEMENT

A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

9. VIOLATIONS AND DAMAGES

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before August 1, 1964, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. COMMITTEE APPROVAL

No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with existing structures in the tract.

11. COMMITTEE

No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee elected by a majority of the owners of lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with the existing structures in the tract.

12. NUISANCES

No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. FENCES AND HEDGES

No fence or hedge shall be built higher than three feet within fifty feet from the front of any lot.

14. SAVING CLAUSE

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners of all of said platted lots and the tract of real estate hereinabove mentioned, this 15th day of July, 1939, have caused these presents to be executed.

Heber J. Sears Investment Company
By Heber J. Sears Pres't.

Ernest F. Keuchel (Ernest F. Keuchel)
Mrs. Gertrude F. Keuchel (Gertrude F. Keuchel)

<u>Carroll N. Sargent</u>	(Carroll N. Sargent)
<u>Blanche G. Sargent</u>	(Blanche G. Sargent)
<u>Harrison H. Tennant</u>	(Mary H. Sargent) (Harrison H. Tennant)
<u>H. S. Brown</u>	(H. S. Brown) (H. S. Brown)
<u>Gladys C. Brown</u>	(Gladys C. Brown)
<u>Walter R. Landwehr</u>	(Walter R. Landwehr)
<u>LeReta Landwehr</u>	(LaReta Landwehr)

STATE OF UTAH |
COUNTY OF SALT LAKE | SS

On the 31st day of July, 1939, personally appeared before me Ernest F. Keuchel and Gertrude F. Keuchel, his wife; David Levene and Ethel Levene, his wife; Carrol N. Sargent and Blanche G. Sargent, his wife; ~~Mary H. Sargent~~; Harrison H. Tennant, and ~~Mary Tennant, his wife~~; H. S. Brown and Gladys C. Brown, his wife; and Walter R. Landwehr and LaReta Landwehr, his wife; who duly acknowledged to me that they executed the foregoing instrument.

SEAL J. M. CHIPMAN Salt Lake City, State of Utah Notary Public Commission expires Mar. 15, 1942	J. M. Chipman Notary Public Residing at Salt Lake City, Utah
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STATE OF UTAH |
COUNTY OF SALT LAKE | SS

On the 15th day of July, 1939, personally appeared before me Heber J. Sears who, being by me duly sworn, did say that he is the President of the Heber J. Sears Investment Company, and that said foregoing instrument was signed in behalf of the said corporation by authority of its Resolution and said Heber J. Sears acknowledged to me that said corporation executed the same.

SEAL RENDELL N MABEY Notary Public State of Utah Commission expires May 18, 1943	Rendell N. Mabey Notary Public Residing at Salt Lake City, Utah
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Recorded at request of Sugarhouse Lbr. & Hdwe Co. AUG 14 1939 at 4:50 PM in Book 239 of Liens and Leases at pages 103-04-05. Recording fee paid \$4.50. (Signed) Cornelia S. Lund, Recorder Salt Lake County, Utah, By F. E. Samway, Deputy. (Reference S-21, 2, 1)

#863341

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

Ralph T. Richards, G. Gill Richards, A. J. Ridges, Eliot Snow, J. E. Tyree, J. R. Llewellyn, D. A. Harvey, and A. M. Okelberry,
doing business as the Salt Lake Clinic,
Plaintiffs

vs.

RELEASE OF LIEN

R. B. Amundson

Defendant

No. 0-481

Comes now the Plaintiff above named and hereby released the East Half of Lot 2, Block 26, Plat "D" Salt Lake City Survey, Salt Lake County, State of Utah, from the lien of that certain judgment rendered in the City Court of Salt Lake City, Salt Lake County, State of Utah, on February 15, 1939, wherein the Salt Lake Clinic was Plaintiff and R. B. Amundson was Defendant, which Judgment has been docketed in the Third Judicial District Court of Salt Lake County, State of Utah, February 21, 1939, being case No. 9-481

SALT LAKE CLINIC
By Ralph T. Richards
Foote & Dawson
Attorneys for Plaintiff.

STATE OF UTAH |
COUNTY OF SALT LAKE | SS

On this 25th day of July, 1939, personally appeared before me Ralph T. Richards, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

WM. A. DAWSON Notary Public, Layton State of Utah Commission expires Aug. 2, 1939	SEAL William A. Dawson, Notary Public
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Recorded at request of R. D. Amundson, Aug. 12, 1939 at 9:58 A M in Book 239 of Liens and Leases at page 105 Recording fee paid \$1.20. (Signed) Cornelia S. Lund, Recorder, Salt Lake County, Utah, By L. F. Pratt, Deputy. (Reference C-15, 68, 11) P

#863347

SALT LAKE COUNTY STATE OF UTAH

PROBATE DIVISION

In the Matter of the Estate
of
WALTER HENRY DAYTON, Deceased

Case No. 21,144

DECREE OF SPECIFIC PERFORMANCE OF REAL PROPERTY CONTRACT

Tracy Loan & Trust Company, a corporation of Utah, as Administrator with the will annexed of the Estate and under the Last Will and Testament of Walter Henry Dayton, deceased, heretofore filed in this court and cause its petition praying for an order and decree of this court authorizing and directing it to perform specifically a certain real property contract hereinafter particularly described. Proof has been submitted