

# 10202

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1971, by WINTERTON-SHULER DEVELOPMENT COMPANY, hereinafter referred to as the OWNERS, and UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as THE COUNTY.

### WITNESSETH:

THAT, WHEREAS, the OWNERS are owners of certain real property in Utah County, State of Utah, more particularly described as follows:

PLAT "A", SALEM HILLS SUBDIVISION

AND WHEREAS, the OWNERS are desirous of establishing on the above described property a Planned Community as provided for in the Ordinance of Utah County, in which certain open spaces, streets, and other common facilities will be provided for the benefit of subsequent owners, and

WHEREAS, it is necessary and proper in connection with said Planned Community that certain agreements be entered into between the parties hereto for the purpose of guaranteeing the integrity, proper management and upkeep of said Planned Community and specifically the common areas referred to,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows: each accepting as consideration the promise and performance of the other:

1. The OWNERS hereby agree that all construction in the Planned Community shall adhere to the Plat which has been approved by the Utah County Planning Commission.

2. The OWNERS hereby agree to establish and record with the Office of the Utah County Recorder Protective Covenants requiring among other things, standards of maintenance and responsibility among the owners and occupants of the development, said covenants to run with the land and be binding upon all parties and persons residing on the premises or claiming ownership or interest in the premises under the OWNERS from and until the 31st Day of December 1981, A. D. or as may be extended as provided therein.

3. The OWNERS shall use their best efforts to carry out the conditions of said declarations of Protective Covenants.

4. The OWNERS hereby agree that the roadway system in the Planned community shall be put in the control or ownership of SALEM HILLS HOME OWNERS ASSOCIATION, subject to the right of assessment of the members of said SALEM HILLS HOME OWNERS ASSOCIATION, for maintenance and construction of said facilities.

5. The SALEM HILLS HOME OWNERS ASSOCIATION further agree after 30 days written notice, that in the event of failure or neglect on the part of the Association or their successors or assigns to maintain the roads, water lines and other utilities in a well-cared for manner, the Association hereby agrees that Utah County may perform any necessary work and for that purpose the Association hereby grants to the County an easement to enter in upon the land to do said necessary work and to charge reasonable costs to the said SALEM HILLS HOME OWNERS ASSOCIATION.

6. Nothing in this agreement shall be construed as making Utah County a partner or co-developer in any sense or any manner or means. In the event that Utah County is required to do work upon the premises in order to maintain the development in a well-cared for manner, the Association agrees to hold the County harmless for any liability in connection herewith.

7. This contract shall be binding upon the heirs, assigns, receivers and successors to the WINTER TON-SHULER DEVELOPMENT COMPANY, and SALEM HILLS HOME OWNERS ASSOCIATION, and both parties hereto agree that if either party breaches any term, condition or covenant of this contract that they will be responsible for all costs of enforcing the agreement including but not limited to reasonable attorney's fees.

Dated at Utah County this 1st day of November 1971.

WINTER TON-SHULER DEVELOPMENT COMPANY

UTAH COUNTY COMMISSION

James R. Winterton  
James R. Winterton

Paul A. Thorn  
Paul A. Thorn, Chairman

Keith J. Shuler  
Keith J. Shuler

Stanley D. Roberts  
Stanley D. Roberts, Commissioner

APPROVED AS TO FORM:

Verl D. Stone  
Verl D. Stone, Commissioner

William F. Huish  
WILLIAM F. HUISH, COUNTY CLERK  
Walter Van Wageningen  
Walter Van Wageningen, Deputy Clerk

STATE OF UTAH, )  
                          )ss.  
COUNTY OF UTAH )

On the 1st day of November 1971, personally appeared before me, a Notary Public in and for the State of Utah, James R. Winterton and Keith J. Shuler, the signers of the above instrument, who duly acknowledged to me that they executed the same.



My 7-1-1976

Rex C. Matson  
Notary Public

Residing at Provo, Utah

3003 Rd  
Carnegie  
Lane  
Provo

RECORDED AT THE REQUEST OF  
James Winterton  
BOOK PAGE  
1973 JUN 11 PM 1:20  
NINA B. REID  
UTAH COUNTY RECORDER  
PR 2 ARS. FEE \$1.00  
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