

Entry No. 89386

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, AMOS CULBERT hereby assigns and transfers to EAST SALT LAKE INVESTMENT COMPANY, a co-partnership, all his right, title and interest in and to that certain written agreement dated November 22, 1957, wherein H. R. Fisher and Frances B. Fisher, his wife, Howard J. Humphries and Colleen R. Humphries, his wife, Dr. B. F. Robbins and Edythe C. Robbins, his wife, are named as Sellers, and the said Amos Culbert is named as Buyer, and by which the Sellers named therein agree to sell and the Buyer named therein agreed to buy, upon the terms and conditions therein stated, certain real property therein referred to as the Jeremy Ranch, situated in Salt Lake, Summit and Morgan Counties, Utah, and in and to all modifications and amendments to said agreement; and conveys to said East Salt Lake Investment Company all his right, title and interest in and to said real property.

Dated: May 21, 1958

Amos Culbert

The foregoing assignment, transfer and conveyance is approved and confirmed with respect to any community interest of the undersigned spouse of the above-named Amos Culbert.

Dorothy Culbert

STATE OF ARIZONA            )  
                                          ) SS  
COUNTY OF MARICOPA       )

On the 21st day of May, 1958, before me, the undersigned officer, personally appeared AMOS CULBERT and DOROTHY CULBERT husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires My Commission Expires Dec. 13, 1961

(SEAL)

Erline Tanner Harravey

ACCEPTANCE

EAST SALT LAKE INVESTMENT COMPANY, a co-partnership, hereby accepts the foregoing assignment and agrees to indemnify the said AMOS CULBERT and his wife against liability under said contract.

Dated: May 21, 1958

EAST SALT LAKE INVESTMENT COMPANY  
a co-partnership

By its Attorney-in-Fact  
O'MALLEY INVESTMENT & REALTY CO.

By Carroll J. Pierce  
President

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Recorded at the request of Security Title Co., Sept. 4, A.D. 1958 at 1:35 P.M.

Wanda Y. Spriggs, County Recorder

Entry No. 89396

SUMMIT PARK BUILDING RESTRICTIONS  
PLAT C

Reservations, Restrictions and Covenants as set forth in those certain Restrictions on Summit Park Subdivision, dated January 11, 1957, executed by Sam F. Soter, W. Louis Gardner and Wayne Christofferson, as follows:

I. Each and every lot above described shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, altered, placed or permitted to remain on any such "Residential Lot" other than one detached single family dwelling not to exceed two stories in height above front street and a private garage for not more than 3 automobiles. Each dwelling shall have a ground floor area as follows: If a one story structure, 900 square feet or more; if a 1½ or 2 story structure, 500 square feet or more.

II. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee of Dan Weggeland, Sam F. Soter, W. Louis Gardner, David I. Gardner and Wayne Christofferson, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such buildig or the making of such alterations has been

commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the member of such committee or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after five (5) years. Thereafter, the approval described in this Covenant shall not be executed unless, prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

III. The following requirements, conditions and procedures are listed as follows: The owner shall be required to consult with the committee as to location of the dwelling, set-backs from street, side and rear property lines, recommended grades and allowable removal of trees. After the committee has advised the owner, the owner will have preliminary plans prepared which will be submitted to the committee for approval or necessary alteration to conform with the site requirements. After preliminary studies have received written approval, the owner will proceed and have the final plans, specifications and plot plan completed which will be again submitted to the committee for final written approval. The location of the building on the plot shall be as designated by the committee and subject to topography and trees. Front yard set-back will be determined by the conditions of the site. Side yards to have a minimum of 12 feet each side, rear yard 25 feet unless site conditions justify a variation at the discretion of the committee. The building is to conform with existing contours of the site with the minimum amount of regrading, and to be in conformity and harmony of external design with existing structures in the subdivision.

IV. The Committee is to have full control in designating which trees are to be cut to make the necessary space for the erection of the dwelling. The plan of the house is to make full use of area that are open and free of trees. It is the responsibility of the owner to cut and haul all trees that have been so designated for removal, to a site that will be provided for the stockpiling of the larger timber which is to be used for construction purposes in Summit Park.

V. No noxious or offensive trade or activity shall be carried on upon any residential lot hereinbefore described or any part of portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots hereinbefore described. This district is not intended to be divided for or used for a commercial area, therefore, livestock and fowls for this purpose will not be permitted in the area. (This paragraph is not intended to restrict the area so as to prohibit the raising of fine small birds or animals as pets or as a special hobby.) However, the housing of such pets must be so constructed that it will not be unsightly and the number of such birds and pets and the housing for them shall be approved by the committee.

VII. No trailer, basement, tent, shack, garage, or other outbuilding erected in, upon or about any of said residential lots hereinbefore described or any part hereof, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

VIII. No structure shall be moved on to any residential lot hereinbefore described or any part thereof unless it meets with the approval of the committee hereinbefore named, such approval to be given in writing.

IX. No signs, billboards or advertising structures may be erected or displayed on any of the residential lots hereinbefore described or parts or portions of said residential lots except that a single sign, not more than 3 x 5 feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

X. No trash, ashes, or any other refuse may be thrown or dumped on any residential lot hereinbefore described or any part or portion thereof.

XI. Until such time as a sanitary sewer system shall have been constructed to serve Summit Park Subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the Health Authority.

XII. Easements are reserved over the rear 5 feet of each lot for utility installation and maintenance, and the courses of existing open irrigation water ditches will not be altered without written approval of the Subdivision Building Committee mentioned in Paragraph II above.

XIII. All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots hereinbefore described or any part thereof until fifteen years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless by a vote of majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

XIV. If the parties now claiming any interest in said residential lots hereinbefore described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to 15 years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violation or violations.

XV. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until 15 years from date hereof subject



to automatic extension as provided in Paragraph XIII hereof.

Dan Weggeland  
Dan Weggeland

Sam F. Soter  
Sam F. Soter

W. Louis Gardner  
W. Louis Gardner

David I. Gardner  
David I. Gardner

Wayne Christoffersen  
Wayne Christoffersen

\* \* \* \* \*

Recorded at the request of Sam F. Soter, Sept. 8, A.D. 1958 at 10:01 A.M.

Wanda Y. Spriggs, County Recorder

Entry No. 89398

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR

SUMMIT COUNTY, STATE OF UTAH

MYRNA OLSEN, Plaintiff

vs.

EDWARD J. OLSEN, Defendant.

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DE CREE

The above entitled action having been regularly heard before the Court sitting without a jury on the 20th day of September 1943, the Plaintiff appearing in person and by her attorney, P. H. Neeley, Esp., and the Defendant having appeared and waived in writing all time in which to plead to the Complaint on file herein, and having consented that his default be entered forthwith and that judgment be taken against him according to the prayer of the Complaint, and the default of the Defendant has been duly entered and the Court having heard the evidence and the matter having been submitted for judgment, and the Court having made its Findings of Fact and Conclusions of Law, wherein the Court finds and concludes that the Plaintiff is entitled to a Decree of Divorce from the Defendant, and that the Plaintiff is entitled to the care, custody, and control and education of said minor children, issue of said marriage, and that the parties have agreed upon a property settlement as hereinafter ordered and set forth;

Now, therefore, it is hereby ordered, adjudged and decreed that the contract and bonds of matrimony heretofore existing between Plaintiff, Myrna Olsen, and the Defendant, Edward J. Olsen, be dissolved and the same hereby is dissolved on the grounds of cruelty to the Plaintiff by the Defendant, to the extent of causing Plaintiff great mental distress and great bodily injury, and on the grounds of Habitual drunkenness on the part of the Defendant.

It is further Ordered, Adjudged and Decreed that this Decree of Divorce is interlocutory for the period of six months from the date hereof, after which period, it shall become absolute unless an appeal or other proceedings for review are pending, or the Court before the expiration of said period for sufficient cause, upon its own motion, or upon the application of any person, whether interested or not, otherwise orders.

It is further Ordered, Adjudged and Decreed that the Plaintiff have, and she is hereby awarded the care, custody, education and control of said minor children, David LeRoy Olsen and Lorraine Olsen, issue of said marriage, and that the Defendant shall have the privilege of visiting said children during reasonable times and hours.

It is further Ordered, Adjudged and Decreed that the Plaintiff have, and there is hereby set apart to her what is commonly known as the "Lawry Farm" in Hoytsville, Summit County, Utah, and particularly described as follows:

Beginning at a point that is 21.43 chains South from the Northeast corner of the Southeast quarter of Section 5, Township 1 North, Range 5 East of the Salt Lake Base and Meridian, and from said point of beginning running thence West 30.46 chains; thence South 26°34' West 17.09 chains; thence East 38.00 chains; thence North 15.26 chains to the point of beginning, containing 52.2275 acres, more or less.

Also, the improvements on said land and the water and water rights appurtenant thereto or used in connection therewith, whether evidenced by shares of stock in an incorporated company or otherwise.

Also, all personal property on said land, including approximately 3400 chickens, one Chevrolet Truck, 1939 model, and all equipment in connection with said chicken business, and all household furniture and utensils.

That the Plaintiff shall assume and pay a lien of approximately \$1350.00 due the Seller of said premises.

That there is awarded to the Defendant the sum of \$500.00 cash and one Terraplane Sedan Automobile.

That in consideration of said property payment the Plaintiff shall assume the maintenance and expense of the care of said minor children until the further order of this Court, which may be made at any time, if in the opinion of the Court, it is for the welfare and best interest of said children.