

Date: \_\_\_\_\_

3133749

A G R E E M E N T

THIS AGREEMENT is made and executed this 5<sup>th</sup> day of July, 1978, by and between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and EARL C. SAVAGE and CHRISTINE SAVAGE, his wife of 640 East 11900 South hereinafter referred to as SECOND PARTY;

W I T N E S S E T H:

A. On \_\_\_\_\_ the Salt Lake County Planning Commission granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of curb, gutter and sidewalk abutting the property owned by SECOND PARTY located at 6319 West 13400 South and more particularly described as follows:

Beginning on the South line of 13400 South Street, at a point South 33 feet and East 433.0 feet from the Northwest corner of Section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence East along the South line of said Street 200.0 feet, thence South parallel to the West line of said Section 217.8 feet; thence West parallel to the North line of said Section 200.0 feet; thence North 217.8 feet to the point of beginning.

B. COUNTY is willing to grant said temporary extension of time conditioned on the promised future performance by SECOND PARTY to install the aforementioned off-site improvements to specifications promulgated therefor by the Salt Lake County Surveyor.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

1. SECOND PARTY is hereby granted a temporary extension of time for the installation of the off-site improvements abutting the above described property and covenants that at anytime while this

BOOK 47C1 PAGE 1287

Recorded JUL 5 1978 at 4:09 P. m  
Request of SL County Bd of Commissioners  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ No Fee By G. Schvaneveldt Deputy  
REF. Board Clerk - Pldg.

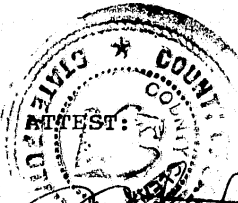
Agreement is in force, SECOND PARTY will, on written request by COUNTY, install the aforesaid off-site improvements at no cost to COUNTY therefor.

2. If, for any reason, SECOND PARTY does not complete the said off-site improvements within 90 days after having been requested in writing by COUNTY to do so, COUNTY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time of the described property and charge such owner and/or said property with the cost of said construction and installation. Such a charge shall constitute a lien against said property.

3. SECOND PARTY hereby confesses judgment for himself, and his successors in interest for the total of any and all amounts expended by COUNTY for the construction and installation of the aforesaid improvements.

4. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, administrators, executors, devisees, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed this 5th day of July, 1978.

  
[Signature]  
Salt Lake County Clerk

SALT LAKE COUNTY

By [Signature]  
Chairman  
Board of County Commissioners

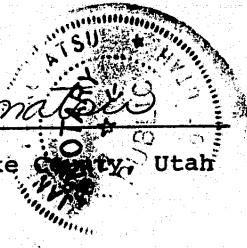
BOOK 4701 PAGE 1288

SECOND PARTY

[Signature]  
EARL C. SAVAGE  
[Signature]  
CHRISTINE SAVAGE

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On this 3<sup>rd</sup> day of July, 1978, personally  
appeared before me EARL C. SAVAGE and CHRISTINE SAVAGE, his wife,  
signer(s) of the foregoing instrument, who duly acknowledged to  
me that he (they) executed the same.

  
Jane R. Komatzki  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

My Commission Expires:  
8-20-78