

MILLSIDE ACRE SUBDIVISION (PL-17785)

(Subdivision Name)

PARCEL NO. 16-34-226-014

AGREEMENT

THIS AGREEMENT is made and executed this 20th day of November, 2000, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and DOUGLAS F. LOWE and LISA ANN LOWE of Salt Lake County, Utah, hereinafter referred to as SECOND PARTY;

WITNESSETH:

A. On November 1, 2000 Salt Lake County granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of ** see below, together with dedication of property, installation of retaining walls or other structures and relocation of utilities as necessary to conform to COUNTY specifications, requirements and standards as imposed when said improvements are installed, abutting the property owned by SECOND PARTY located at 2516 East Evergreen Avenue and more (3435 South) particularly described as follows:

Beginning at a point which is South 89°51'56" West 1146.13 feet along the section line and South 00°08'04" East 24.75 feet from the Northeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and meridian, and running thence South 00°08'04" East 25.25 feet; thence South 89°51'56" West 18.50 feet; thence South 00°08'04" East 130.00 feet to the center of Mill Creek; thence North 77°53' 04" West 112.56 feet along the center of said Mill Creek; thence North 00°08'04" West 321.37 feet; thence North 89°51'56" East 128.50 feet to the point of beginning.

** 128.5 LF of Irrigation Ditch Piping and
128.5 LF of Curb & Gutter, Sidewalk, and Asphalt Street Surfacing

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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 Development Services Division.

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 any time during the next succeeding twenty (20) years from the date this agreement is executed by the COUNTY, 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 ninety (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.

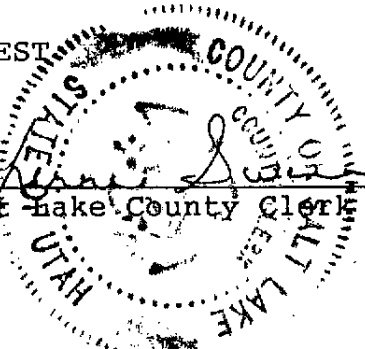
3. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, administrators, executors, devisees, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed on the date first above written.

SALT LAKE COUNTY

By [Signature]
Chairman
Board of County Commissioners

ATTEST
[Signature]
Salt Lake County Clerk



APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 15/10/2000

SECOND PARTY:

[Signature]
DOUGLAS E. LOWE
[Signature]
LISA ANN LOWE

STATE OF UTAH) (Complete if Second Party
 : ss. is an Individual)
County of Salt Lake)

On this 8th day of NOVEMBER, 2000, personally
appeared before me DOUGLAS F. LOWE and LISA ANN LOWE,
the signer(s) of the foregoing instrument, who duly acknowledged
to me that he/she/they executed the same.

My Commission Expires:

3-31-02

Lora L Twiss
NOTARY PUBLIC
Residing at SLC, UT



STATE OF UTAH) (Complete if Second Party
 : ss. is a Corporation)
County of Salt Lake)

On this _____ day of _____, 20____, personally
appeared before me _____, who being by
me duly sworn, did say that s/he is the _____
of _____, and that the foregoing
instrument was signed in behalf of said corporation by authority
of its Board of Directors, and s/he acknowledged to me that said
corporation executed the same.

My Commission Expires:

NOTARY PUBLIC
Residing at _____

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11/27/2000 09:08 AM NO FEE
Book - 8403 Pg - 4984-4987
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
BY: ZJM, DEPUTY - WI 4 P.