

7 Willhall

A G R E E M E N T

WHEREAS, this agreement made and entered into this 29 day of ~~October~~ ^{NOVEMBER}, 1994, by and between PROVO CITY CORPORATION, a municipal corporation in the State of Utah, hereinafter referred to as the "City" and William O. McMeen, herein referred to as the "Developer".

WITNESS:

WHEREAS, the Developer is the owner of certain real property located at 1887-1889 E. California Ave. (McMeen Subdivision Plat "A"), in city of Provo, but the Subdivision, does not provide for street improvements along California Avenue and,

WHEREAS, said property is located such that installation of standard street improvements would not be contiguous with existing street improvements and,

WHEREAS, the Developer is desirous of obtaining a building permit issued by the City under the exceptions set forth in Section 15.02.030 of the Provo City Ordinances and,

WHEREAS, pursuant to said section, the Developer has agreed to execute a recordable agreement to install: a Five foot wide Sidewalk along the entire street frontage of said property located at said address and,

WHEREAS, said improvements are limited to the Developer's $\frac{1}{2}$ share of road, curb, gutter, sidewalk and other requirements as outlined in Title 15.03 of the Provo City Ordinances and,

WHEREAS, by agreement between the City and the Developer, said improvements will be installed at a later date consistent with street development of adjacent property and,

WHEREAS, the City has agreed to waive its present requirement of

immediate installation of said improvements and dedication of street Right-of-Way by the Developer as the condition(s) of granting a building permit.

NOW, THEREFORE, the parties hereto mutually agree, promise and covenant as follows:

1. The Developer hereby agrees to install the above described street improvements at the location described above, when and if the City determines that the installation and location is appropriate.
2. The parties hereto agree that this document may be recorded for the following purposes:
 - A. That if the City decides to place this area into a Special Improvement District, then the Developer, after receipt of written notice from the City, will have six months to install the required improvements.
 - B. If the Developer neglects to make the improvements herein above designated, this agreement shall constitute a written consent of the Developer to allow the City to include the property in the next Special Improvement District (SID) for installation of all of the above described improvements.

An appropriate copy of this agreement may be utilized by the City in showing consent to the Special Improvement District (SID) and may not be withdrawn by the Developer or any successor in interest of the Developer.

3. Recordation of this agreement with the Utah County Recorder's Office shall be notice to the world and shall be a covenant running with the land, the legal description of which is as

follows:

Lot 1, Mcmeen Subdivision plat "A"

4. The improvements to be covered by this agreement are limited to those specifically enumerated above and may not be changed without the written consent of both parties.
5. Any notice to be given under the provisions of this agreement shall be given by placing a written notice in the United States mail, postage prepaid to the following addresses:

William O. Mcmeen
1897 E. California Ave.
Provo, UT 84606

6. Both parties agree that the whole and entire agreement between the parties is contained in this written agreement and that any oral agreements heretofore made are encompassed and included in this agreement and that this document represents the parties' agreement in its entirety and any oral statements made by any of the parties or their agents shall not be binding unless included herein.
7. Both parties agree that if for any reason any portion or provision of this agreement is held invalid the remaining portion and provisions shall continue in full force and effect.

WHEREFORE, both of the parties hereto, having read the foregoing understood and agreed to the same, have now set their hands on the day and the year first written above.

ATTEST:

CITY RECORDER

PROVO CITY CORPORATION

By:

[Signature]

MAYOR

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of ~~October~~ NOVEMBER, 1994, before me, a Notary Public in and for the State of Utah, personally appeared George O. Stewart, duly elected and acting Mayor of Provo City, who, being duly sworn, did say the foregoing instrument was signed on behalf of said City.

My Commission Expires: _____

NOTARY PUBLIC

Residing in _____ County, _____.

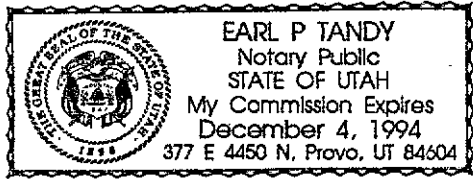
* * * * *

William O. McMeen
William O. McMeen

STATE OF UTAH)

: ss.

COUNTY OF UTAH)



On this ~~2nd~~ day of ~~October~~ NOVEMBER, 1994, personally appeared before me William O. McMeen, who being by me duly sworn did say that he/she is the Developer of the Parcel, and hereby agrees to said document and acknowledges the same.

My Commission Expires: _____

NOTARY PUBLIC

Residing in UTAH County, _____.

12/4/94