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09/18/95 4:33 PM \*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
DRAPER CITY  
REC BY: B GRAY  
DEPUTY - WI

Recorded at Request of: Draper City  
Return to: PO Box 1020  
Draper, Utah 84020

6168181

IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and executed this 7<sup>th</sup> day of August, 1995, by and between City of Draper, a body corporate and politic of the State of Utah, hereinafter referred to as CITY, and Factory Stores of America, Inc. of a Delaware Corporation hereinafter referred to as SECOND PARTY:

WITNESSETH:

A. On July 25, 1995 the Draper City Council Planning Commission granted a Final Subdivision Approval with a requirement for installation of off-site improvements consisting of and limited to curbing, guttering and sidewalks on the south side of 11950 and the north side of 12150 south, in the access right-of-way to and on property and/or along property boundaries abutting City streets. Said property being owned by SECOND PARTY. A site plan drawn to City specifications showing all required improvements is attached hereto as exhibit "A" and made a part hereof. Property is located at 12101 South Factory Outlet Drive, and more particularly described as follows:

See Attached Exhibit A.

has granted  
B. CITY ~~is willing to grant~~ said approval conditioned on the promised future performance by SECOND PARTY to install the aforementioned off-site improvements to specifications promulgated therefor by the Draper City Planning Commission.

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

1. SECOND PARTY agrees to and covenants for the installation of the off-site improvements abutting the above described property and covenants that at any time while this Agreement is in force, SECOND PARTY will, on written request by

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IMPROVEMENTS AGREEMENT

either  
CITY, <sup>^</sup> install the aforesaid off-site improvements at no cost to the CITY therefor, and to specifications and standards usually and customarily in use at that time improvements are requested to be installed, or pay to the City on a prorata basis an amount equal to its cost to install such off-site improvements.

2. If, for any reason, SECOND PARTY does not commence said off-site improvements within 45 days, or complete the said off-site improvements within 9 months after having been requested in writing by CITY to do so, CITY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time on the described property and charge such owner and/or said property with the cost of said construction and all costs of collection. Such a charge shall constitute a lien against the property.

3. SECOND PARTY hereby confesses judgement for himself, and his successors in interest for the total of any and all amounts expended by CITY 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 7th day of August, 1995.

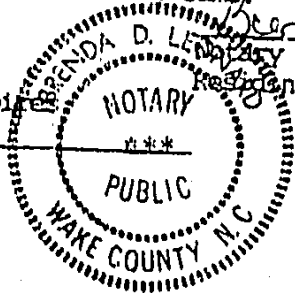
DRAPER CITY  
By Clairne Bell  
Mayor

SECOND PARTY (property owner)  
Factorv Stores of America, Inc.

Joe Lajth, Sr. Vice-President

On this 7th day of August, 1995,  
personally appeared before me, Artha Kingston  
the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

My commission expires 12-12-98  
Brenda D. Leonard  
Notary Public  
Residing in Draper, Utah  
Wake County, North Carolina



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EXHIBIT A

A parcel of land lying in Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at a point being North 89°59'05" West 1981.23 feet along the North section line of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian; (ARP reference for bearing and deed reference for distance South 89°50'00" West, 1981.23 feet) and South 0°02'32" East 1335.86 feet from a brass cap monument marking the North quarter corner of said Section 30, said point also being in an old existing fence line; thence along said fence line South 89°57'50" East 658.35 feet to a point being on the West 1/16 line of said Section 30; thence leaving said existing fence line along said West 1/16 line South 0°02'32" East 1317.05 feet to a point on an old existing fence, said point being 0.47 feet North of the center section line of said Section 30; thence leaving said West 1/16 line along said existing fence line South 89°56'35" West 1098.16 feet to a point in the Westerly deed line of parcel of land described in a Warranty Deed found on page 481 book 3617, as recorded in the office of the Salt Lake County Recorder, said point also being 0.08 feet North of the center section line of said Section 30; thence leaving said existing fence line and following the Westerly deed line of said parcel North 11°35'00" West 1003.25 feet to a point on the arc of an 1369.96 foot radius curve to the right, bearing to radius point being North 78°25'00" East (the chord of which curve bears North 9°54'21" West 109.47 feet); thence Northerly along said curve a distance of 109.49 feet through a central angle of 3°21'17" to a point on the West line of said Section 30; thence North 0°02'25" West along said West line 228.31 feet to a point being South 0°02'25" East 8.22 feet from the North 1/16 corner of said Section 30; thence leaving said West section line South 89°57'50" East 659.29 feet along an old existing fence line to the point of beginning.

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