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# AGREEMENT

ENT 130743 BK 4901 PG 119  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Dec 16 9:44 am FEE 0.00 BY SS  
RECORDED FOR PROVO CITY

WHEREAS, this agreement made and entered into this 1st day of December 1998, by and between PROVO CITY CORPORATION, a municipal corporation in the State of Utah, hereinafter referred to as the "City" and Empire West, Inc. by Garth Felix, President, herein referred to as the "Developer".

WITNESS:

WHEREAS, the Developer is the owner of certain real property located at 1951 East Ironton, Blvd., in the city of Provo. More particularly described as Lot 2, Plat "A" Space Station Subdivision, Provo, Utah, according to the official plat thereof on file in the office of the Utah County Recorder, herein referred to as the "Property", which property the Developer desires to develop, but the development of said Property does not provide for six-foot sidewalk improvements along frontage of the Property 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 Title 15 of the Provo City Ordinances and,

WHEREAS, pursuant to said section, the Developer has agreed to execute a recordable agreement to install: six-foot 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 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 by the Developer as the condition 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 (SID), 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 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 2, Plat "A", Space Station Subdivision, Provo, Utah,
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: Garth Felix, 887 North 1040 West, Mapleton, Utah 84664.
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:

Marilyn J. [Signature]  
CITY RECORDER



[Signature]  
PROVO CITY CORPORATION  
Robert Stockwell, CAO  
MAYOR

STATE OF \_\_\_\_\_ )

: SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the State of Utah, personally appeared Lewis K. Billings, 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, \_\_\_\_\_

\* \* \* \* \*

[Signature]  
Garth Felix, President

STATE OF Utah )

: SS.

COUNTY OF Utah )

On this 4th day of December, 1998, personally appeared before me Garth Felix, who being by me duly sworn did say that they are the Owners of the property, and hereby agrees to said document and acknowledges the same.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Residing in Utah County, Utah

