

Not applicable
(Subdivision Name)

AGREEMENT

5634022

THIS AGREEMENT is made and executed this 18th day of October, 1993, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and Anderson Land Ventures 5575 West 4700 South, Kearns, Ut. - P.O. Box 18640 of ~~XXXXXX~~ hereinafter referred to as SECOND PARTY;

WITNESSETH:

A. On 10/18/93 Salt Lake County granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of delay of curb, gutter, and sidewalk, 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 4000 S. 8500 E., Magna, Ut. and more particularly described as follows:

Beginning at the southeast corner of the southwest 1/4 of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian and extending thence S 81°00' W. 449.53 Ft; thence N 0°07'51" E. 774.65 Ft; thence N 89°20' E. 444.00 Ft to the 1/4 Section Line; thence S 0°08'25" W. 709.50 Ft. to the point of beginning.

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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

ATTEST:


Salt Lake County Clerk


By 
Chairman
Board of County Commissioners

SECOND PARTY:


Gayle E. Anderson - General Partner

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

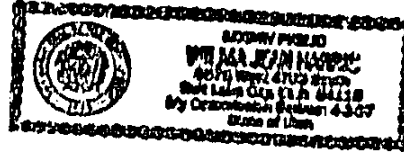
(Complete if Second Party
is a Partnership)

On this 7th day of October, 19 93, personally
appeared before me Walter C. Anderson, who being by
me duly sworn, did say that (s)he is the General Partner
of Anderson Land Ventures, a partnership, and that
the foregoing instrument was signed in behalf of said
partnership and that said partnership executed the same.

Wilma Jean Harris
NOTARY PUBLIC
Residing at Salt Lake County

My Commission Expires:

4-3-97



11/6/93

5634022
19 OCTOBER 93 04:59 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: SHARON WEST , DEPUTY

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