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File# 29095  
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02/04/2015 10:30 AM \$0.00  
Book - 10293 Pg - 4421-4422  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PLANNING  
PO BOX 145480  
SLC UT 84114  
BY: SMA, DEPUTY - WI 2 P.

## COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT ("Agreement") is made and executed this 2<sup>nd</sup> day of FEBRUARY, 2015, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY; and VERL O'BRIEN, hereinafter referred to as PROPERTY OWNER;

### WITNESSETH:

A. Sections 14.12.020 (Roadways to comply with standards) and 14.12.025 (Curb ramps, ramps and sidewalks to comply with standards) of the Salt Lake County Code of Ordinances require all roads, curb, gutter and sidewalk to comply with design standards adopted by the County unless an exception is granted pursuant to Section 14.12.150.

B. PROPERTY OWNER intends to develop certain real property located at **3612 South Virginia Avenue** and more particularly described as follows (the "Property"):

BEG 1342 FT S & 557 FT W FR NE COR OF SEC 35, T 1S, R 1E, S L M; N 187.48 FT; E 90 FT; N 27°57'36" E 141.38 FT; S 30°01' E 23.81 FT; S 60°26' E 23.8 FT; S 1°14' 48" W 330.78 FT; S LY ALG CURVE TO R 13.88 FT; N 70°15' W 190.53 FT TO BEG. 1.11 AC M OR L. 5152-1145

C. Developers are responsible to install curbs, gutters and sidewalks on existing and proposed streets in all subdivisions according to Section 18.24.090 of the Salt Lake County Code of Ordinances.

D. COUNTY is willing to grant an extension of time to the requirement for installation of off-site improvements, consisting of curb, gutter, and sidewalk as necessary to conform to COUNTY specifications, requirements and standards related to the Property, conditioned on the promised future performance by PROPERTY OWNER or its successors or assigns to install the aforementioned off-site improvements to specifications established by the Salt Lake County Township Services. This extension is granted specifically in relation to curb, gutter, and sidewalk on proposed roadway into the new subdivision that follows along the interior lots of the Property.

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

1. PROPERTY OWNER is hereby granted an extension of time for the installation of curb, gutter and sidewalk on the proposed roadway in the new subdivision, which will lie along the interior lots of the Property. PROPERTY OWNER agrees that at any time during the next 10 years from the date this agreement is executed, PROPERTY OWNER or its successors or assigns will, on written request by COUNTY, install at its own cost and expense the aforesaid off-site improvements, unless COUNTY agrees in writing to an alternative installation and funding arrangement. PROPERTY OWNER shall have no responsibility to install the off-site improvements after 10 years.

2. If, for any reason, the PROPERTY OWNER or its successors or assigns do not complete the said off-site improvements within 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 Property and charge such owner with the cost of said construction and installation. The PROPERTY OWNER hereby authorizes the COUNTY to record a lien against its Property in the amount of any construction and installation costs incurred by COUNTY pursuant to the terms of this paragraph.

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.

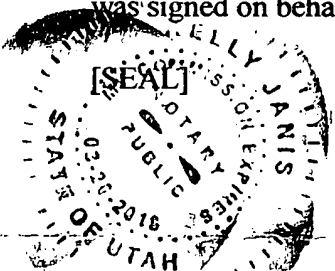
SALT LAKE COUNTY

VERL O'BRIEN

By: Patrick W. Leary Mayor or Designee Verl O'Brien 2/2/2015

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

On this 4<sup>th</sup> day of FEBRUARY, 2015, personally appeared before me PATRICK W. LEARY, who being duly sworn, did say that s/he is the TOWNSHIP SERVICES DIRECTOR for Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Kelly Janis  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

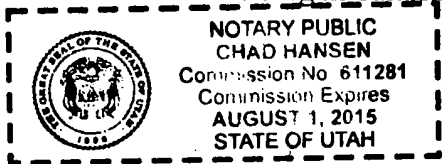


STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 2 day of February, 2015, personally appeared before me Verl O'Brien, who being duly sworn, did say that he is the signer of the foregoing.

[SEAL]

Chad Hansen  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



APPROVED AS TO FORM  
District Attorney's Office  
By: Adam Miller  
Deputy District Attorney  
Print Name  
Date: 18 Dec 2014