

Recorded at Request of

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Salt Lake County, Utah, By

David Dore
David Dore

KATIE L. DIXON, Recorder,

Jones N/R #3 Subdivision

Date: August 2, 1978

AUG 9 1978

3150088

A G R E E M E N T

THIS AGREEMENT is made and executed this 2nd day of August, 1978, by and between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and Thomas K. Jones and Susan B. Jones, his wife, of 14240 South 2200 West hereinafter referred to as SECOND PARTY;

W I T N E S S E T H

A. On June 13, 1978 the Salt Lake County Commission granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of curb, gutter and sidewalk abutting the property owned by SECOND PARTY located at 1817 West 14400 South and more particularly described as follows:

Beginning at a point which is South 1356.00 feet and East 1950.94 feet from the Northwest Corner of Section 10, Township 4 South, Range 1 West, Salt Lake Base & Meridian; and running thence EAST 80.00 feet; thence SOUTH 162.21 feet; thence NORTH 89°55'00" WEST 80.00 feet; thence NORTH 162.084 feet to the point of the beginning, containing 12,971.34 Square Feet.

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 Surveyor.

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 anytime while this

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Agreement is in force, 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 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. SECOND PARTY hereby confesses judgment for himself, and his successors in interest for the total of any and all amounts expended by COUNTY 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 2nd day of August, 1978.

SALT LAKE COUNTY

By Wm. E. Dunn
Chairman
Board of County Commissioners

ATTEST:



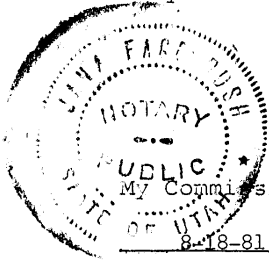
SECOND PARTY

Thomas K. Jones
THOMAS K. JONES
Susan B. Jones
SUSAN B. JONES

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STATE OF UTAH)
 : ss.
County of Salt Lake

On this 18th day of July, 19 78,
personally appeared before me THOMAS K. JONES and SUSAN B. JONES,
husband and wife, signer (s) of the foregoing instrument who
duly acknowledged to me that he (they) executed the same.



Linda Fagerbush
NOTARY PUBLIC
Residing in ~~SALT LAKE COUNTY, UTAH~~
Sandy, Utah