

Date: Aug 22, 1979

3327185

A G R E E M E N T

THIS AGREEMENT is made and executed this 22ND day of August, 1979, by and between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and MILTON O. GOLD and LINNIE PARKER GOLD, his wife,            of Salt Lake City, Utah hereinafter referred to as SECOND PARTY;

W I T N E S S E T H:

A. On May 22, 1979 the Salt Lake County Planning 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 10191 South Dimple Dell Road and more particularly described as follows:

Commencing 20 rods East of the Southwest corner of Section 11, Township 3 South, Range 1 East, Salt Lake Meridian, and running thence East 140 rods; thence North 40 rods; thence West 140 rods; thence South 40 rods to the point of beginning.

REC'D OF COUNTY COMMISSION CLERK  
\$ REF  
Katie L. Nixon  
Evelyn Thompson  
AUG 24 2 05 PM '79  
No Fee  
KATIE L. NIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

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

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.

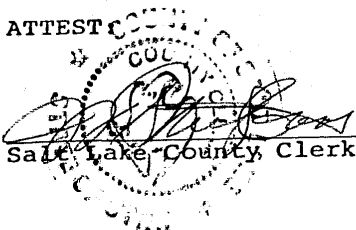
4. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, administrators, executors, devisees, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed this 22ND day of August, 1979.

SALT LAKE COUNTY

ATTEST

Salt Lake County Clerk



By Wm. E. Drum  
Chairman  
Board of County Commissioners

SECOND PARTY

Milton O. Gold  
MILTON O. GOLD

Linnie Parker Gold  
LINNIE PARKER GOLD

by [Signature]  
attorney-in-fact

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

On this 17th day of August, 1979, personally  
appeared before me Bryant R. Gold,  
signer(s) of the foregoing instrument, who duly acknowledged to  
me that he (they) executed the same as Attorney-in-Fact for  
Milton O. Gold and Linnie Parker Gold.

*Rene Lateska*  
NOTARY PUBLIC  
Residing in Salt Lake County Utah

My Commission Expires:  
8-20-82