	The see	Coty 100 S
Recorded at Return to:	Request of: CITY OF DRAPER PO BOX 1020 Draper, Ut. 84020	SALTELL SALTEL
4439994	IMPROVEMENT AGREEMENT HIS AGREEMENT is made and executed this	CONDER NE COUNTY, IN 13 M '87

of April , 1987, by and between City of Draper, a body corporate and politic of the State of Utah, hereinafter referred to as CITY, and V. LeLand and Linda Richins of 1580 E. 12700 So. St., Draper, Uthereinafter referred to as SECOND PARTY:

WITNESSETH:

April 7, 1987 On the Draper Planning Commission granted a Building permit with a requirement for installation of off-site improvements consisting of curb-gutter, sidewalk, storm drain pipe, asphalt and base, , in the acess right-of-way to and on property and/or along property boundries abutting City streets. Said property being owned by SECOND PARTY. AXXIIIEXPLAN chewatex Cityx specifications showing all x sequiped sing a week size with which the restriction of the contract of Property is located at 12741 So. Costanza Way, Draper, and more particularly described as follows:

Begging at a point on the extension of a fence line, said point being So. 0°02'20" W. along the Sect. line 803.933 ft. nd due East 1666.45 ft. from the NW corner of Sect. 33, T3S, R1E, SLB&M; th. So.89°02'41"East along said fence line and its extension 511.879 ft. to a pt. on the Westerly line of the Utah Lake Irrigation Co. Canal; th. So.19°14'34"East along said Westerly line 167.55 ft. to a pt. on a fence line; th. N89°55'41"Kest along said fence line and its extension 481.432 ft.; th. N35°10'West 80.056 ft.; th. N21°25'West 108.141 ft. to the pt. of begging.

B. CITY is willing to grant said <u>Building permit</u> conditioned on the promised future performance by SECOND PARTY to install the aforementioned off-site improvements to specifications promulgated therefor by the Draper City Planning Commission.

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

1. SECOND PARTY agrees to and covenants for the installation of the off-site improvements abutting the above described property and covenants that at any time while this Agreement is in force, SECOND PARTY will, on written request by

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PAGE TWO IMPROVEMENTS AGREEMENT

CITY, install the aforesaid off-site improvements at no cost to the CITY therefor, and to specifications and standards usually and customarily in use at that time improvements are requested to be installed.

- 2. If, for any reason, SECOND PARTY does not commence said off-site improvements within 45 days, or complete the said off-site improvements within 9 months after having been requested in writing by CITY to do so, CITY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time on the described property and charge such owner and/or said property with the cost of said construction and all costs of collection. Such a charge shall constitute a lien against the property.
- 3. SECOND PARTY hereby confesses judgement for himself, and his successors in interest for the total of any and all amounts expended by CITY 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 WHE	REOF, the	e parties	have subsc	cribed	this
Agreeme	ent and	have caused	the same	to be dul	ly executed	this	7th
day of	April			, 1987 .		-	
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			(MA	yor	///		
			SECO	ND PARTY	property	owner))
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On this 7th day of April 1987
personally apeared before me, Land Calaba Allaha a Riching the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same

Notary Public Residing in Draper, Utah

My commission expires: 4-13-88