

File # 89-104
Ordin. # _____
Resol. # 89-38
Item # 4062
Other _____

AGREEMENT

This Agreement is between West Valley City, a Municipal Corporation of the State of Utah (hereinafter the "CITY") and Technology Park, a Utah general partnership (hereinafter the "APPLICANT").

RECITALS

1. On January 22, 1987, the West Valley City Council considered an application (SD-2-86) to dedicate for public use all roads within Technology Park, which is an Industrial Park located north of 2400 South between 3600 West and 3400 West, Technology Drive and Technology Park Way.

2. Conditions of that approval were that a maintenance agreement be entered into by the APPLICANT to guarantee maintenance of existing landscape medians located at the north end of Technology Drive and for the maintenance of lights located along Technology Drive, Technology Park Way and along 2400 South between 3600 West and 3400 West.

3. As consideration for APPLICANT's agreement to perpetually maintain both the landscaping medians and the street lights indicated above, West Valley City Council approved the APPLICANT's application for street dedication.

WITNESSETH

NO FEE

24 MAY 89 03:17 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
REC BY: REBECCA GRAY, DEPUTY

NOW, THEREFORE, the parties hereby agree to the following:

1. The APPLICANT hereby agrees to perpetually maintain the landscape median at the north end of Technology Drive, which is located at approximately 3600 West and 2190 South, in good condition.

2. APPLICANT hereby agrees to perpetually maintain the street lights along Technology Drive, Technology Park Way, and 2400 South between 3600 West and 3400 West, in good condition.

3. The APPLICANT understands that if the landscape median or the street lights fall into a state of disrepair, the CITY may, at its option, maintain said improvements and charge the cost of such maintenance to the APPLICANT.

4. The CITY has granted approval of the APPLICANT's request for application for dedication of the streets mentioned herein and agree to grant to the APPLICANT a reasonable time period to correct any deficiency under this contract after the APPLICANT's receipt of written notice from the CITY of a default under the contract.

5. Upon default by the APPLICANT on any provision in this

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agreement, the APPLICANT agrees to pay all costs, including but not limited to Court costs and attorney fees, in collection.

IN WITNESS WHEREOF, the parties have executed this Agreement at West Valley City, Utah, on the 4th day of May, 1989.

"CITY"

Brent L. Adams
MAYOR

ATTEST:

Laura S. Lott
City Recorder



"APPLICANT"

TECHNOLOGY PARK a general partnership

By: John Price
John Price, General Partner

By: G. Rex Frazier
G. Rex Frazier, General Partner

By: Price Development Company, a Utah Corporation, General Partner

By: Wilcof
Its U.P.

By: KUTV Properties, Inc., a Utah Corporation, General Partner

By: Jeffrey
Its U.P.

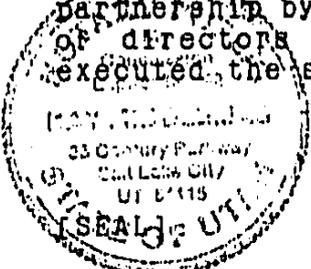
By: KUTV Investment, Inc., a Nevada Corporation, General Partner

By: Jeffrey
Its U.P.

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STATE OF UTAH)
) :88.
COUNTY OF SALT LAKE)

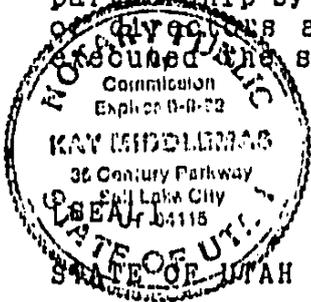
On the 29 day of March, 1989, personally appeared before me John Price, who being by me duly sworn, did say that he is a General Partner of Technology Park, a Utah general partnership, and that said instrument was signed on behalf of said partnership by authority of its bylaws or a resolution of its board of directors and said John Price acknowledged to me that he executed the same on behalf of said partnership.



Kay Middleman
NOTARY PUBLIC
Residing at Salt Lake, Utah

STATE OF UTAH)
) :88.
COUNTY OF SALT LAKE)

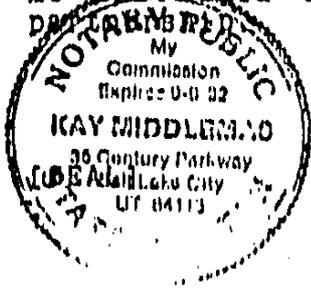
On the 29 day of March, 1989, personally appeared before me G. Rex Frazier, who being by me duly sworn, did say that he is a General Partner of Technology Park, a Utah general partnership, and that said instrument was signed on behalf of said partnership by authority of its bylaws or a resolution of its board of directors and said G. Rex Frazier acknowledged to me that he executed the same on behalf of said partnership.



Kay Middleman
NOTARY PUBLIC
Residing at Salt Lake, Utah

STATE OF UTAH)
) :88.
COUNTY OF SALT LAKE)

On the 29 day of March, 1989, personally appeared before me Michael C. Price, who being by me duly sworn, did say that he is the Vice President of Price Development Company, a Utah Corporation, general partner of Technology Park, a Utah general partnership, and that said instrument was signed on behalf of said corporation and partnership by authority of its bylaws or a resolution of its board of directors, and said Michael C. Price acknowledged to me that said corporation executed the same on behalf of said partnership.



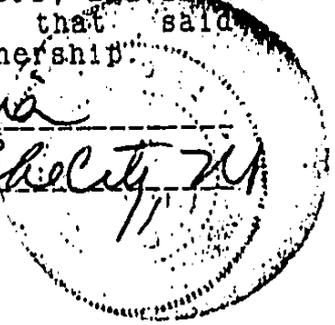
Kay Middleman
NOTARY PUBLIC
Residing at Salt Lake, Utah

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STATE OF UTAH)
)
) SS.
COUNTY OF SALT LAKE)

On the 27th day of March, 1989, personally appeared before me James B. Smith who being by me duly sworn, did say that he is the President of KUTV Properties, Inc., a Utah Corporation, general partner of Technology Park, a Utah general partnership, and that said instrument was signed on behalf of said corporation and partnership by authority of its bylaws or a resolution of its board of directors, and said James B. Smith acknowledged to me that said corporation executed the same on behalf of said partnership.

James Owen
NOTARY PUBLIC
Residing at Salt Lake City, UT

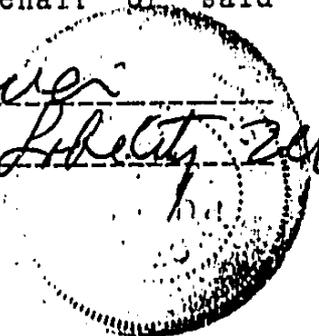


[SEAL]

STATE OF UTAH)
)
) SS.
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James Owen
NOTARY PUBLIC
Residing at Salt Lake City, UT



[SEAL]

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