

ENT 49541 BK 2866 PG 246
NINA B REID UTAH CO RECORDER BY BT
1991 DEC 16 10:37 AM FEE .00
RECORDED FOR PROVO CITY

A G R E E M E N T

WHEREAS, this agreement made and entered into this 23rd day of July, 1991, by and between PROVO CITY CORPORATION, a municipal corporation in the State of Utah, hereinafter referred to as the "City" and Bryan Dell Cox, herein referred to as the "Developer".

WITNESS:

WHEREAS, the Developer is the owner of certain real property located at 1993 W. 70 N., in the City of Provo, which property the Developer desires to develop, but the Parcel does not provide for street improvements along 70 North Street and,

WHEREAS, said property is located such that installation of standard street improvements would not be contiguous with existing street improvements and,

WHEREAS, the Developer is desirous of obtaining a building permit issued by the City under the exceptions set forth in Section 15.02.030 of the Provo City Ordinances and,

WHEREAS, pursuant to said section, the Developer has agreed to execute a recordable agreement to install: Curb, Gutter, Sidewalk, and Strip Paving along the entire street frontage of said property located at said address and,

WHEREAS, said improvements are limited to the Developer's $\frac{1}{2}$ share of road, curb, gutter, sidewalk and other requirements as outlined in Title 15.03 of the Provo City Ordinances and,

WHEREAS, by agreement between the City and the Developer, said improvements will be installed at a later date consistent with street development of adjacent property and,

WHEREAS, the City has agreed to waive its present requirement of immediate installation of said improvements by the Developer as the condition(s) of granting a building permit.

NOW, THEREFORE, the parties hereto mutually agree, promise and covenant as follows:

1. The Developer hereby agrees to install the above described street improvements at the location described above, when and if the City determines that the installation and location is appropriate.
2. The parties hereto agree that this document may be recorded for the following purposes:
 - A. That if the City decides to place this area into a Special Improvement District, then the Developer, after receipt of written notice from the City, will have six months to install the required improvements.
 - B. If the Developer neglects to make the improvements herein above designated, this agreement shall constitute a written consent of the Developer to allow the City to include the property in the next Special Improvement District (SID) for installation of all of the above described improvements.

An appropriate copy of this agreement may be utilized by the City in showing consent to the Special Improvement District (SID) and may not be withdrawn by the Developer or any successor in interest of the Developer.
3. Recordation of this agreement with the Utah County Recorder's Office shall be notice to the world and shall be a covenant

running with the land, the legal description of which is as follows:

Beginning at a point in the East boundary of Highway 114, Provo, Utah, which point is South along the Section line 1117.55 feet and West 54.59 feet and South 0 26' West 218.24 feet from the West Quarter Corner of Section 2, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 00' East 286.31 feet; thence South 0 10' East 207.01 feet; thence North 89 West 290.29 feet; thence North 0 26' East 207.01 feet to the place of beginning.

EXCEPTING THEREFROM that portion deeded to Provo City, a municipal Corporation, for Street purposes described as follows: Commencing 1122 feet South and 54.63 feet North 89 West and 300.14 feet South 0 26' West of the West Quarter Corner of Section 2, Township 7 South, Range 2 East of the Salt Lake Base and Meridian, at a point on the East line of the Lakeview Road; thence South 0 26' West along said road 56 feet; thence South 89 East 227.44 feet; thence North 0 26' East 56 feet; thence North 89 West 227.44 feet to beginning.

4. The improvements to be covered by this agreement are limited to those specifically enumerated above and may not be changed without the written consent of both parties.
5. Any notice to be given under the provisions of this agreement shall be given by placing a written notice in the United States mail, postage prepaid to the following addresses:

Bryan Dell Cox
1063 E. Dover Dr.
Provo, UT 84604

6. Both parties agree that the whole and entire agreement between the parties is contained in this written agreement and that any oral agreements heretofore made are encompassed and included in this agreement and that this document represents the parties' agreement in its entirety and any oral statements made by any of the parties or their agents shall not be binding unless included

herein.

7. Both parties agree that if for any reason any portion or provision of this agreement is held invalid the remaining portion and provisions shall continue in full force and effect.

WHEREFORE, both of the parties hereto, having read the foregoing understood and agreed to the same, have now set their hands on the day and the year first written above.

ATTEST



PROVO CITY CORPORATION

By: Joseph A. Jenkins
MAYOR

STATE OF _____)
COUNTY OF _____) : ss.

On this _____ day of _____, 19____, before me, a Notary Public in and for the State of Utah, personally appeared Joseph A. Jenkins, duly elected and acting Mayor of Provo City, who, being duly sworn, did say the foregoing instrument was signed on behalf of said City.

My Commission Expires: _____ NOTARY PUBLIC
Residing in _____ County, _____.

* * * * *

Bryan Dell Cox
Bryan Dell Cox

STATE OF Utah)
COUNTY OF Utah) : ss.

On this 22 day of Oct, 1991, personally appeared before me Bryan Dell Cox, who being by me duly sworn did say that he/she is the Developer of the Parcel, and hereby agrees to said document and acknowledges the same.

My Commission Expires: 2-9-92

Janeen Faries
Residing in Utah County, _____
NOTARY PUBLIC
JANEEN FARIES
359 West Center
Provo, Utah 84601
Commission Expires: 2-9-92
State of Utah

