

When Recorded
Mail to:

James Day
485 E. 13540 So.
Draper, UT. 84020

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5431945
09 FEBRUARY 93 03:03 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
REC BY: SHARON WEST , DEPUTY

AGREEMENT FOR SUBDIVISION IMPROVEMENTS

This agreement is entered into by and between JAMES H. DAY AND JOYCE B. DAY OR THEIR SUCCESSORS IN TRUST AS TRUSTEES OF THE JAMES H. DAY FAMILY REVOCABLE TRUST DATED JANUARY 2, 1981, of Salt Lake County, State of Utah, herein referred to as Seller, and Steve C. Sewell and Bonnie Sewell, of Salt Lake County, State of Utah, herein referred to as Buyer. It is hereby agreed as follows:

1. Buyer has purchased, or is about to purchase, or does hereby agree to purchase, from Seller the following described property in Salt Lake County, State of Utah:

Lot 103, DAYLAND MINOR SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder. More particularly described as follows (See exhibit A Attached)

2. As a condition of approving the DAYLAND MINOR SUBDIVISION, Draper City required James H. Day and Joyce B. Day to execute that certain IMPROVEMENT DEFERRAL AGREEMENT dated June 30, 1992 and recorded at the office of the Salt Lake County Recorder November 20, 1992, entry No. 5377694, book 6559, page 0112, said agreement being incorporated herein in its entirety by this reference. Buyer hereby acknowledges receipt of a copy of said agreement and full understanding of all of its terms.

3. Buyer agrees to, and does hereby, accept the above described property without the improvements which have been deferred pursuant to the said IMPROVEMENT DEFERRAL AGREEMENT and does further agree to provide and pay for all such improvements at such time as they may be required at any time in the future pursuant to said agreement and the specific requirements of Draper City. Buyer's said obligation to provide and pay for improvements is limited to that portion of the total required improvements which fronts on the above described property or otherwise applies specifically to said property.

4. Until fully complied with, Buyer's obligation for subdivision improvements required by the previous paragraph shall constitute a lien against the above described property and a covenant running with the land and obligate Buyer and any subsequent owner for said improvements. Further, Buyer and any subsequent owner shall indemnify and hold harmless Seller and James H. Day and Joyce B. Day, individually, from all costs and expenses incurred in enforcing this agreement against any owner of the above described property or defending against Draper City or others because of Buyer's or any

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Commitment No. 19859--TR

EXHIBIT "A"

D BEGINNING at a point on the North right of way line of Stokes Avenue, said point being South 00 degrees 06'21" West 893.00 feet and South 89 degrees 53'39" East 33.00 feet and South 84 degrees 27'10" East 366.62 feet from the North quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence South 84 degrees 27'10" East 106.00 feet; thence North 05 degrees 32'50" East 207.00 feet; thence North 84 degrees 27'10" West 106.00 feet; thence South 05 degrees 32'50" East 207.00 feet to the point of BEGINNING.

TRW Title Insurance Company

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