

AGREEMENT

7734893

THIS AGREEMENT is made and executed this 27<sup>th</sup> day of SEPT., 2000, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and ALLEN MORTGAGE CORP. of Salt Lake County, Utah, hereinafter referred to as SECOND PARTY;

WITNESSETH:

A. On August 16, 2000 Salt Lake County granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of \*\* see below, together with dedication of property, installation of retaining walls or other structures and relocation of utilities as necessary to conform to COUNTY specifications, requirements and standards as imposed when said improvements are installed, abutting the property owned by SECOND PARTY located at 15070 S. Rose Canyon Road (8200 W) and more particularly described as follows:

Beginning at a point which is East 1468.49 feet and South 157.50 feet from the Northwest corner of Section 16, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 81°04' East 551.82 feet to a point on a curve to the right (said point also being on the centerline of Rose Canyon Road) along the arc 94.22 feet (chord bearing and distance South 25°46'06" West 94.05 feet) (following the center line of Rose Canyon Road to a point of reverse curvature) along the arc 88.36 feet (chord bearing and distance South 20°59'44" West 87.84 feet; (following the center Rose Canyon Road) thence South 10°13'27" West 55.00 feet (following the centerline of Rose Canyon Road); thence North 77°16'22" West 474.66 feet; thence North 201.95 feet to the point of beginning.

- \*\* 237 lineal feet of Standard Curb & Gutter
- 237 lineal feet of 4 foot Sidewalk
- 237 lineal feet of Asphalt Tie-In adjacent to the property

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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 Development Services Division.

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 any time during the next succeeding twenty (20) years from the date this agreement is executed by the COUNTY, SECOND PARTY will, on written request by COUNTY, install the aforesaid off-site improvements at no cost to COUNTY therefor.

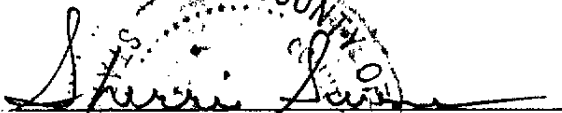
2. If, for any reason, SECOND PARTY does not complete the said off-site improvements within ninety (90) days after having been requested in writing by COUNTY to do so, COUNTY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time of the described 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. 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.

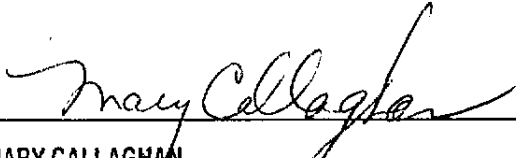
IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed on the date first above written.


SALT LAKE COUNTY

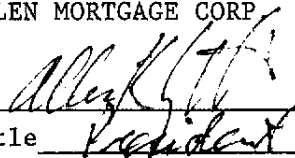
ATTEST:

  
Salt Lake County Clerk



By   
MARY CALLAGHAN  
ACTING CHAIR, BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By   
Deputy District Attorney  
Date 25 Sept 2000

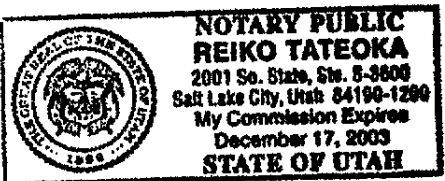
SECOND PARTY:  
ALLEN MORTGAGE CORP  
By   
Title President

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

On this 20 day of Sept., 2000, personally appeared before me Allen K. Zitting, who being by me duly sworn, did say that he is the President of Allen Mortgage Corp. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and he acknowledged to me that said corporation executed the same.

Reiko Tateoka  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires:  
12-17-03



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10/06/2000 04:59 PM NO FEE  
Book - 8393 Pg - 2134-2137  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO COMMISSION CLERK  
BY: ARG, DEPUTY - MA 4 P.

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