

9123968

MILLER SUBDIVISION - PL #21307
PARCEL NOS. 28-11-251-032 AND 28-11-251-052

(Subdivision Name)

NEW PARCEL NO. _____

AGREEMENT

X
THIS AGREEMENT is made and executed this _____ day of _____, 20____, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as COUNTY, and BRET R. MILLER and CATHY F. MILLER of Salt Lake County, Utah, hereinafter referred to as SECOND PARTY;

WITNESSETH:

A. On May 18, 2004 Salt Lake County granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of 134 LF of 4' Sidewalk along 9800 South, 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 3149 East 9800 South and more particularly described as follows:

Beginning at a point being South 89°34'55" East 264.00 feet along the Quarter Section line from the center of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°5'40" East 331.76 feet to the South line of Granite Woods Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 93-9, Page 249; thence South 89°40'36" East 133.21 feet along the South line of said Granite Woods Subdivision to the Northwest Corner of Willow Glen Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 81-2, Page 45; thence South 0°01'00" West 331.98 feet along West line to the Southwest Corner of said Willow Glen Subdivision, said point being on the Quarter Section line; thence North 89°34'55" West 133.66 feet along said Quarter Section line to the point of beginning.

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.

STATE OF UTAH) (Complete if Second Party
: ss. is an Individual)
County of Salt Lake)

On this 15 day of July, 2007, personally
appeared before me BRET R. MILLER and CATHY F. MILLER,
the signer(s) of the foregoing instrument, who duly acknowledged
to me that he/she/they executed the same.

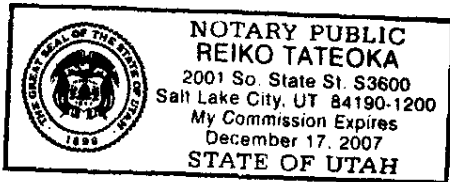
Reiko Tateoka

My Commission Expires:

12-17-07

NOTARY PUBLIC

Residing at Salt Lake County, Utah



9123968
07/19/2004 04:35 PM 16.00
Book - 9015 Pg - 6669-6672
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRET MILLER
9775 LAURA LN
SANDY UT 84092
BY: SBN, DEPUTY - WI 4 P.

STATE OF UTAH) (Complete if Second Party
: ss. is a Corporation)
County of Salt Lake)

On this _____ day of _____, 20____, personally
appeared before me _____, who being by
me duly sworn, did say that s/he is the _____
of _____, and that the foregoing
instrument was signed in behalf of said corporation by authority
of its Board of Directors, and s/he acknowledged to me that said
corporation executed the same.

My Commission Expires:

NOTARY PUBLIC

Residing at _____