

(Subdivision Name)

New Parcel No. _____

AGREEMENT

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 _____ MICHAEL C. POLICH _____ of _____ Salt Lake County, Utah _____, hereinafter referred to as SECOND PARTY;

WITNESSETH:

A. On _____ April 16, 2004 _____ Salt Lake County granted a temporary extension of time to the requirement for installation of the off-site improvements consisting of curb, gutter and sidewalk along 2000 East _____, 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 3518 South 2000 East _____ and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF.

9221123
11/12/2004 09:47 AM \$0.00
Book - 9059 Pg - 7284-7288
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO MAYORS OFFICE
ROOM 2100
BY: SAM, DEPUTY - WI 5 P.

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

By [Signature]
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By Thomas F. Christensen
Deputy District Attorney
Date Nov 5, 2004

SECOND PARTY:

[Signature]
MICHAEL C. POLICH

STATE OF UTAH) SALT LAKE COUNTY
County of Salt Lake) : ss.

On this 10 day of November, 2004, personally appeared before me David Marshall, who being duly sworn, did say that (s)he is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

 KAREN R. LOWE
NOTARY PUBLIC - STATE OF UTAH
2001 South State Street, N2100
Salt Lake City, UT 84190
My Comm. Exp. 01/08/2006

[Signature]
NOTARY PUBLIC
Residing in Salt Lake County, Utah

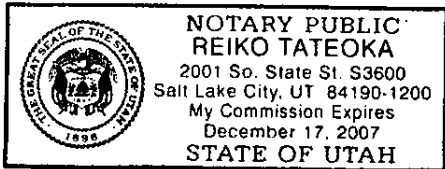
revised 1/01

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

On this 4 day of Nov., 2004, personally
appeared before me MICHAEL C. POLICH,
the signer(s) of the foregoing instrument, who duly acknowledged
to me that he/she/they executed the same.

My Commission Expires:
12-17-07

Reiko Tateoka
NOTARY PUBLIC
Residing at Salt Lake County,
Utah



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 _____

Exhibit "A"

Beginning at a point on the Westerly Right of Way line of 2000 East Street, said point being East 130.361 feet and South 493.785 feet from the Northwest Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Basis of Bearing is South $00^{\circ}18'13''$ East 2644.853 feet between the Northwest Corner and West Corner of said Section, Township, and Range, running thence along said Right of Way and 691.780 foot radius curve to the right 181.650 feet (Chord = South $12^{\circ}14'04''$ East 181.129 feet); thence West 139.935 feet, thence South $89^{\circ}59'57''$ West 157.467 feet to the Easterly boundary of Kirk Subdivision as found on file in the Office of the Salt Lake County Recorder as Entry No. 1770975, in Book W, Page 73, running thence along said subdivision boundary the following (3) courses: North $00^{\circ}14'00''$ West 3.820 feet, thence 20.000 feet along a non-tangential curve to the right with a radius of 30.000 feet (Chord = North $18^{\circ}51'55''$ East 19.632 feet), thence 89.340 feet along a non-tangential curve to the left with a radius of 40.000 feet (Chord = North $26^{\circ}01'05''$ West 71.892 feet), to the Southerly boundary of East Millbrook Subdivision as found on file in the office of the Salt Lake County Recorder as Entry No. 1415135, in Book O, Page 90; running thence along said subdivision boundary line the following (3) courses: North $89^{\circ}58'18''$ East 27.805 feet; thence North 90.000 feet; thence East 256.423 feet to the point of beginning.