

201/21
RETURNED

SEP 6 - 1996

EXTENSION AGREEMENT

E 1272248 B 2041 P 134
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 SEP 6 11:12 AM FEE 14.00 DEP DJW
REC'D FOR CENTERVILLE CITY

nw 18 2n-1E

THIS AGREEMENT, made and executed this 30TH day of August, 1996 by and between CENTERVILLE CITY, a municipal corporation, hereinafter referred to as "City", and Mason Family Partnership hereinafter referred to as "Owner".

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of following specific improvements (the "Improvements") consisting of Curb and gutter, sidewalk, asphalt paving and miscellaneous improvements

abutting and/or pertaining to the real property owned by Owner located at 461 So. 800 West
in Centerville City, Davis County, Utah, and more particularly described as follows:

Beginning at the Southeast corner of Grantor's property at a point which is 6.99 chains East and 1279.31 feet North from the southwest corner of the Northwest Quarter of Section 18, Township 2 N. R. 1 E., SLB & M, and running thence North 453.19 feet along the East line of Grantor's property; thence West 161.5 feet to the East line of property conveyed to State Road Commission in Book 143 at Page 214 of Official Records and the West line of Grantor's property; thence South 453.19 feet along said West line to the South line of Grantor's property; thence East 161.5 feet along said South line to the point of beginning.

03-001-0129

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the promised future performance by Owner to install the Improvements in strict accordance with the specifications, rules and regulations promulgated therefore by the Centerville City and which are in effect at the time the Improvements are installed.

2. Owner hereby covenants that Owner will hereafter, upon written request by the City, immediately install the aforesaid Improvements at no cost to the City.

3. If, for any reason, Owner does not install and complete the Improvements within 90 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the above-described property with the cost of said installation and completion. The costs incurred by the City to install and complete the improvements upon the failure of Owner to do so shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property, which charges, together with interest thereon at ten percent (10%) per annum, all costs and reasonable attorney's fees incurred by the City shall also be an obligation of the Owner and shall be promptly paid by the Owner. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the above-described property. Upon

foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

E 1272248 B 2041 P 135

4. Owner hereby represents and warrants that Owner owns fee title interest to the above-described property and further hereby confesses judgment for Owner, Owner's heirs, representatives, successors in interest and assigns for the total of any and all amounts expended by City for the installation and completion of the Improvements and any expenses related thereto.

5. 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, representative, devisees, assigns and successors in interest of the parties hereto.

6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

"CENTERVILLE CITY"

ATTEST:

Marilyn Holje
City Recorder

By: [Signature]
Its Mayor



"OWNER"
MASON FAMILY PARTNERSHIP

By: Rhoda B. Mason
Rhoda B. Mason, Managing Partner

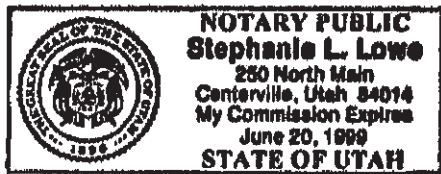
STATE OF UTAH)

:SS.

COUNTY OF DAVIS)

E 1272248 B 2041 F 136

On the 30 day of August, 1996, personally appeared before me Priscilla A. Todd, who being by me duly sworn, did say that she is the Mayor of Centerville City, a municipal corporation and that said instrument was signed in behalf of said municipal corporation by authority of its bylaws (or by a resolution of its City Council) and said Priscilla A. Todd acknowledged to me that said municipal corporation executed the same.



Stephanie L. Lowe

NOTARY PUBLIC

My Commission Expires:

June 20, 1999

Residing at:

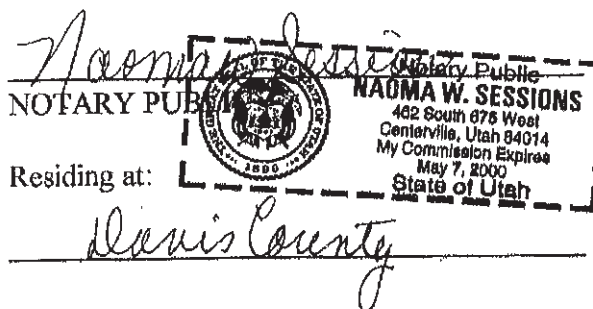
Davis County

STATE OF UTAH)

:SS.

COUNTY OF DAVIS)

On the 30 day of August, 1996, personally appeared before me Rhoda B. Masland, who being by me duly sworn, did say that she is the managing partner of Mason Family Partnership and that the foregoing instrument was duly authorized by and signed in behalf of said partnership.



My Commission Expires:

5.7.00

Residing at:

Davis County