

RETURNED

JAN 23 1991

E# 914662 BK 1392 PG 439
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1991 JAN 23 2:26 PM FEE .00 DEP JB
REC'D FOR KAYSVILLE CITY CORP

Kays 344, b-A

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT made and entered into this 20 day of November, 1990 by and between Kaysville City, a municipal corporation of 23 East Center Street, Kaysville City, Utah 84037, hereinafter referred to as the "City" and RICHARD FLUHMAN and JEANNE FLUHMAN of 87 South Main Street, Kaysville City, Utah 84037, hereinafter referred to as "Fluhmans" as follows:

R E C I T A L S

I

On June 20, 1990 the City and Fluhmans entered into a written Agreement which Agreement was subsequently recorded in the Office of the Davis County Recorder on June 20, 1990 in Book 1357, page 173 as Entry Number 894361, which is hereinafter referred to as the "Agreement". A copy of the Agreement is attached hereto and by reference made a part hereof.

II

The Agreement provided that the City would landscape and improve certain property and that thereafter Fluhmans and their successors would perpetually maintain such property without cost to the City.

III

The City has completed its obligations under the terms of the Agreement and the parties are desirous of executing

this Addendum to acknowledge that fact and to ratify and confirm the other provisions of the Agreement.

NOW, THEREFORE, for an in consideration of the mutual promises, covenants and conditions contained herein and the original Agreement and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

ADDENDUM TO AGREEMENT

1. COMPLETION OF CITY OBLIGATION

All of the City's obligation referred to in paragraph one of the original Agreement which paragraph is entitled "Landscaping of Fluhman Property Strip Disturbed by UDOT" has been fully performed by the City in accordance with the terms and provisions of the Agreement and to the satisfaction of Fluhmans.

2. REAFFIRMANCE OF AGREEMENT

The parties hereby reaffirm, ratify and approve all of the terms and provisions of the Agreement and the purpose of this Addendum is to acknowledge that the City has completed all of its obligations thereunder and to reaffirm the requirement that the Fluhmans and their successors will perpetually maintain the property described in the Agreement in accordance with paragraph 2 of the Agreement.

3. NO CHANGE TO THE ORIGINAL AGREEMENT

All of the terms and provisions of the original Agreement remain in full force and effect according to the terms and

provisions therein.

4. DESCRIPTION OF PROPERTY INVOLVED

This Addendum pertains to the following described property:

KAYSVILLE CITY:

That portion of 100 South Street located north of the curb and gutter and being south of and adjacent to Lots 3 and 4, Block 6, Plat "A". Kaysville Townsite Survey according to the official plat thereof on file in the Office of the Davis County Recorder.

FLUHMAN:

11-103-0023

Beginning at the Southeast corner of Lot 3, Block 6, Plat A in Kaysville Townsite Survey; thence North 132 feet, West 244.2 feet, South 39.6 feet, Southeast along a highway 123.42 feet to the South line of Lot 4; thence East 165 feet to the Point of Beginning. Contains 0.61 acres.

5. BINDING ON SUCCESSORS

This Addendum and the Agreement are binding upon the heirs, successors and assigns of the Parties.

DATED the day and year first above written.

By: Richard B. Fluhman
RICHARD FLUHMAN

By: Jeanne Fluhman
JEANNE FLUHMAN

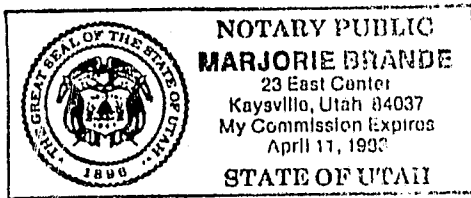
KAYSVILLE CITY, a municipal corporation,

By: Brit Howard
BRIT HOWARD, Mayor

By: Linda Ross
LINDA ROSS, City Recorder

STATE OF UTAH)
) ss.
 COUNTY OF DAVIS)

On the 22nd day of January, 1991, personally appeared before me BRIT HOWARD and LINDA ROSS, who being by me duly sworn did say, each for himself and herself, that he, the said Brit Howard, is the Mayor of Kaysville City, and she, the said Linda Ross is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of a Resolution of the City Council of Kaysville City and said Brit Howard and Linda Ross each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.



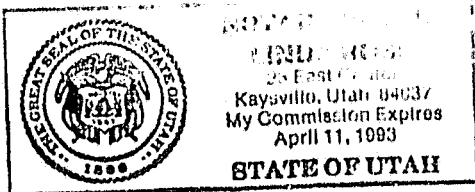
Marjorie Brande
 NOTARY PUBLIC
 Residing at: *Kaysville, Utah*
 My Commission Expires: *4-11-93*

(Seal)

STATE OF UTAH)
) ss.
 COUNTY OF DAVIS)

On the 20 day of November, 1990, personally appeared before me RICHARD FLUHMANN, and on the 22 day of January, 1991, personally appeared before me JEANNE FLUHMANN,

the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Linda Ross
NOTARY PUBLIC
Residing at: Kaysville, Utah
My Commission Expires: 4-11-93

K:FluhAdde