

RETURNED

MAR 15 1995

NS 11-16-97-24

IMPROVEMENT AGREEMENT

and
GRANT OF LIEN

E 1169623 B 1855 P 994
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 MAR 15 3:42 AM FEE 12.00 DEF DJJ
REC'D FOR SYRACUSE CITY

Kurt & Kimberly Nielson of Syracuse City, State of Utah, hereinafter referred to as Applicant, and Syracuse City, a city in the State of Utah, hereinafter referred to as the City, hereby mutually agree as follows:

1. Preliminary. Applicant is owner of real property situated in the City, which property is particularly described as follows: Parcel #12:092:0066

Beginning at a point on the south line of a street west 1335.48 ft along the section line & south 1⁰12' east 33 ft from the northeast corner of section 16-T4N-2W SLM and running thence west 100 ft along said street; thence south 1⁰12' east 435.6 ft; thence east 100 ft; thence north 1⁰12' west 435.6 ft to the point of beginning. Contains 1.00 acre.

There is now in force in the City an ordinance known as Syracuse City Subdivision Ordinance, which requires the installation of curb, gutter, sidewalk and other off-site improvements (as set forth in said ordinance), adjacent to any property where the same improvements have not previously been installed; and said improvements are to be installed at the time application is made for a building permit.

2. Agreement for Postponed Installation. The parties agree that the Applicant may postpone compliance with the off-site improvement provisions of said subdivision ordinance until such time as the City Council shall determine that such improvements should be installed adjacent to Applicant's said property. The Council's decision shall be based on the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.

3. Postponed Installation. Upon receipt of notice that the City Council has made the determination referred to in Paragraph 2 above, the Applicant or his successor in interest in the ownership of the above described property shall either proceed to install the said off-site improvements at his own expense, or at the option of the City, in the event a special improvement district is organized for the purpose of installing the said off-site improvements, to pay his share of the costs of such improvements, through the said special improvement district.

4. Compliance with City Ordinances and Specifications. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, at the time of installation. All work shall be subject to the inspection of the City Building Official or his agent; and any question as to conformity with City specifications or standards or as to the technical sufficiency of

the work shall be decided by the said Building Official, and his decision shall be final and conclusive.

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5. Grant of Lien. Applicant hereby gives and grants a lien to the City on the above described real property to insure compliance with this agreement by applicant; and to give notice of such lien it is agreed that this Agreement shall be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, the lien shall be discharged by the City.

6. Successors Enforcement. This agreement shall run with the land and be binding on the parties hereto, their successors or assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement

this 26 day of May 1994

ATTEST:

[Signature]
Syracuse City Recorder

[Signature]
Applicant
[Signature]
Syracuse City Mayor

State of Utah)
) SS:
County of Davis)

The foregoing instrument was acknowledged before me this 26th day of

May 1994

by [Signature] and [Signature]
Kim N. Nielson

[Signature]
Notary Public

My Commission expires: 2-5-98

Residing at: Summit County

