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SY2 25-3A-1w

RETURNED

E 1883873 B 3322 P 2787
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 JUN 30 2:11 PM FEE 18.00 DEP MEC
REC'D FOR FARMINGTON CITY

08-079-0017

JUN 30 2003

PUBLIC IMPROVEMENTS EXTENSION AGREEMENT

THIS AGREEMENT, made and executed this 6th day of May, 2003, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and Garvin W. Jones of Farmington, UT, hereinafter referred to as "Owner".

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

1. The City hereby grants Owner a temporary extension of time with respect to the City's requirement for installation of the following specific Improvements (the "Improvements") consisting of curb, gutter, sidewalk, and asphalt tie-in abutting and/or pertaining to the real property owned by Owner located at 1070 South 650 West in Farmington City, Davis County, Utah, and more particularly described as follows:

Parcel #08-079-0017 (See Exhibit A attached and incorporated herein)

It is expressly understood and agreed that the City is granting this temporary extension of time conditioned upon and subject to the Owner's agreement herein to install the Improvements in strict accordance with the specifications, rules, and regulations promulgated therefor by 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 cost incurred by the City to install and complete the Improvements upon the failure of Owner to do so, together with interest thereon at ten percent (10%) per annum compounded annually and all costs and reasonable attorney's fees incurred by the City shall be a charge on the land described hereinabove and shall be a continuing lien upon the above-described property 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.

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, and successors in interest 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, representatives, devisees, assigns and successors in interest of the parties hereto. To this end, the parties agree that this document shall be recorded in the office of the Davis County Recorder.

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 attorney's 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.

7. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of this Agreement.

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

FARMINGTON CITY

David M. Connors
David M. Connors, Mayor

OWNER

[Signature]

ATTEST:

Margy Lomax
Margy Lomax, City Recorder



AFFIDAVIT

E 1883873 B 3322 P 2789

PROPERTY OWNER

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

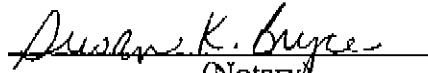
I (we), GARVIN W. JONES, being duly sworn, depose and say that I (we) am (are) the owner(s)* of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.


(Property Owner)

(Authorized Agent)

Subscribed and sworn to me this 12th day of June, 2003.




(Notary)

Residing in Davis County, Utah

My commission expires: Jan. 15, 2007

* Shall be the owner-of-record as listed by the Davis County Recorder's office or may be the authorized agent of the owner as listed below.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any City Boards considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the above instrument who duly acknowledged to me that they executed the same.

(Notary)

Residing in Davis County, Utah

My commission expires: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

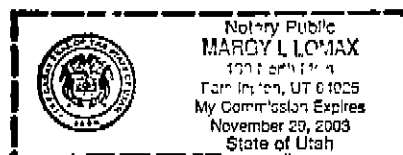
On this 6th day of May, 2003, personally appeared before me DAVID M. CONNORS who being by me duly sworn did say that he is the Mayor of Farmington City Corporation, a municipal corporation, and that the foregoing instrument was signed in behalf of said City by authority of its City Council.

Margy L. Lomax

Notary Public

My Commission Expires:

11/29/03



LIDP TAXI SYSTEM DISPLAY PARCEL INFORMATION

(23)08-079-0017 PARCEL VALID:01/01/1981-PRESENT INFO AS OF DATE:05/06/2003
3418-1007 LOCATE: 25 3N 1W SW1/4

TAX NAME AND ADDRESS FOR TAX YEAR 2004: TAXED
JONES, GARVIN WAYNE & JOY ANN : E 1883873 B 3322 P 2791
1070 SOUTH 650 WEST FARMINGTON UT 84025
PROP ADDR:

LEGAL DESCRIPTION:
BEG ON TH W'LY R/W LN OF AN 80 FT ROAD; WH IS S 0^29'51"E 1080.79 FT ALG TH 1/4
SEC LN & E 29.24 FT FR TH NE COR OF THE SW1/4 OF SEC 25, T3N-R1W; SLM: TH S 11^
07'E 101.92 FT ALG TH W'LY LN OF SD RD; TH W 434.04 FT TO TH E'LY LN OF TH RR;
TH N 10^45'W 48.20 FT ALG R/W OF SD RR; TH W 17.3 FT ALG RR R/W; TH N 10^45'W 53
.59 FT ALG RR R/W; E 450.68 FT TO POB. CONT 1.017 AC I-1976 OR 08-079-0013

OLD PRIOR SERIAL: I-1976
PRIOR SERIALS:

FUTURE SERIALS: