

298
Kays

IMPROVEMENT AGREEMENT

**AND
GRANT OF LIEN**

E 1226651 B 1966 P 363
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 FEB 7 1:03 PM FEE 22.00 DEP REC
REC'D FOR KAYSVILLE CITY CORP

N 12-15-37-1W
08-064-0013
08-065-0032, 0033, 0029

RULON A. KING and IVA LU KING, Trustees, of Kaysville City,
Davis County, State of Utah, hereinafter referred to as "Applicants" and **KAYSVILLE CITY**, State of Utah, hereinafter referred to as the "City", for and in consideration of their mutual promises and other good and valuable consideration hereby agree as follows:

1. PRELIMINARY

Applicants are owners of real property located in Kaysville City, which real property is more particularly described in paragraph 2 hereof. There is now in force in Kaysville City certain Ordinances which require, *inter alia*, installation of storm drain facilities for the adequate collection and disposal of storm drain waters in connection with residential development of real property. Such storm drain improvements are ordinarily required to be provided for in connection with approval of residential subdivision developments.

Applicants have previously developed Phase 1 and Phase 2 of Kingsview Estates and currently desire to develop additional property to be known as Kingsview Estates Phase 3 and subsequent phases at a later time following development of Phase 3. The storm drain waters from the drainage area containing Phase 1 and Phase 2 are currently allowed to dissipate on property owned by Applicants. It is anticipated that storm drain waters from Phase 3 will also be allowed to drain upon and dissipate on to

undeveloped property owned by Applicants but not developed into and made a part of Kingsview Estates, Phase 1, Phase 2, or Phase 3.

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2. LEGAL DESCRIPTION

The real property situated in Kaysville City, Davis County, State of Utah, and affected by this Improvement Agreement and Grant of Lien is as follows:

08-064-0013

Beg at a Pt 8.51 Chs W'ly alg the Sec Ln & S 11.73 Chs Fr The NE cor of the NW 1/4 of Sec 15-T3N-R1W, SLM; Run Th N 89° 45' W 0.5 Chs; Th S 30° E 18.3 Chs M/L to A Pt 11.90 Chs N of the SE cor of SD NW 1/4; Th N 1080.42 Ft; Th W'ly alg the S Ln of Kaysville City 570 ft M/L; Th N 1° 17' 33" E 48 Ft M/L to the Place of Beg. Cont. 7.702 acres.

Beg at the NE cor of the NW 1/4 of Sec 15-T3N-R1W, SLM; Run Th W 8.51 Chs Alg th E Sec Ln; Th S 11.47 Chs, M/L to the S'ly Ln of Kaysville City; Th E'ly Alg SD S'ly Ln 580 Ft M/L to a Pt 10.96 Chs S of the N 1/4 Cor of SD Sec 15; Th S 86° 36' 23" E 43.994 Ft Alg the S'ly Line of Kaysville City; Th N 0° 25' 26" W 299.40 Ft to the S Line of a Str; Th E 181.284 Ft Alg Sd STR; Th S 0° 09' 58" E 310.06 ft to the S'ly line of Kaysville City; Th E 209.949 ft alg the S'ly line of Kaysville City; Th N 4.74 Chs M/L to the S line of a road; Th W 6.58 Chs Alg SD road to the W line of the NE 1/4 of SD Sec 15; Th N 1.07 Chs to a pt 5.15 Chs S of the POB; Th E 1.24 Chs; Th N 5 Chs; Th W 1.24 Chs; Th N 0.15 Chs to the POB. Less to Kingsview Est #4 Cont 8.997 acres (went to 08-188-0024)

08-065-0029, 0033

Beg at a Pt 11.90 Chs N'ly alg the 1/4 Sec Ln fr the SW cor of the NE 1/4 of Sec 15-T3N-R1W, SLM, & Run Th S Alg SD 1/4 Sec Ln 3.63 Chs to the N ln of a road; Th E 1131.93 ft to Bndry Line Agree 1856-410; Th Alg Sd Agree N 0° 09' 01" W 1348.71 ft to the S line of Kaysville City; Th W 523.74 Ft alg Sd S line; Th S 0°09' 58" E 100.00 ft; Th N 89° 46' 52" W 185.00 ft; Th N 0° 09'

08-065-0032

58" W 100.00 ft to the S'ly line of Kaysville City; Th W 209.949 ft alg SD S'ly line; Th S 0° 09' 58" E 297.77 ft; Th N 89° 56' 48" W 223.85 ft to 1/4 Sec Line; Th N 0° 09' 58" W 250.36 ft alg SD 1/4 Sec Line; Th N 87° 06' E 44.21 ft; th N 0° 25' 26" W 55.638 ft to the S'ly Line of Kaysville City; Th N 86° 36' 23" W 43.994 ft alg SD S'ly line to the 1/4 Sec line; th S'ly alg SD 1/4 Sec Line 1097.58 ft to the pob. Cont. 32.265 acres.

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3. AGREEMENT FOR POSTPONED INSTALLATION

The City and the Applicants agree that the Applicants and their successors may postpone installation of some storm drain facilities for the drainage area containing Kingsview Estates, Phase 1, Phase 2 and Phase 3, until such time as "development", as defined in City Ordinances, occurs on the property described in Paragraph 2 hereof. In the meantime, and prior to such development, , storm runoff waters from the drainage area containing Kingsview Estates, Phase 1, Phase 2, and Phase 3 shall be allowed to drain upon and dissipate upon the remaining undeveloped property of Applicants as described in paragraph 2 hereof.

4. REQUIRED INSTALLATION

Concurrent with any development on any property described in Paragraph 2 hereof, the Applicants or their successors in interest in the ownership of the above-described property shall proceed to install required storm drain ditches, pipes, and other facilities as required by the City for the deposit of storm drain waters from the drainage area containing Kingsview Estates, Phase 1, Phase 2, and Phase 3 into an approved storm

drain facility or channel. If Applicants or their successors fail or refuse to install the required storm drain facilities, the City may, at its option, proceed to install and construct such facilities and enforce the lien upon the property described herein to secure payment of all costs and expenses associated with such construction and installation, including, but not limited to, actual expenses, engineering fees and legal fees.

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5. COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS

It is agreed that the installation of the storm drain facilities referred to herein shall be done in accordance with all applicable City ordinances, specifications, standards and any administrative rules or regulations pertinent thereto, as of the time of installation. All work shall be subject to the inspection of the City Engineer or his agent; any question as to conformity with City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer, and his decision shall be final and conclusive.

6. GRANT OF LIEN

Applicants hereby give and grant a lien to the City on the above-described real property to insure compliance with this Agreement by Applicants or their successors. 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 said real property until the installation of said storm drain facilities has been completed and approved by the City. This lien shall continue to run with the land until such approval

has been given. Thereafter, the lien shall be discharged by the City. The Applicants shall pay the expenses of recording and discharging the said lien.

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7. SUCCESSORS-ENFORCEMENT

This lien shall run with the land and shall be binding upon the parties, their successors or assigns. Should the services of an attorney be required to enforce this Agreement the defaulting party agrees to pay reasonable attorneys fees and court costs.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 19 day of January, 1996.

KAYSVILLE CITY, a municipal corporation

APPLICANTS:

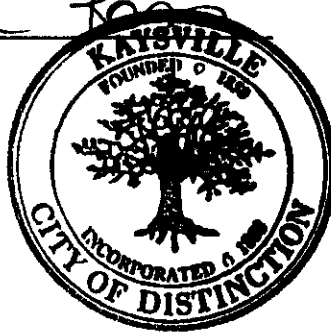
By: H. Arthur Johnson
H. ARTHUR JOHNSON
Mayor

Rulon A. King
RULON A. KING
Trustee

ATTEST:

By: Linda Ross
LINDA ROSS
City Recorder

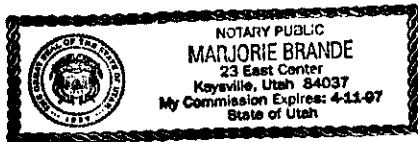
Iva Lu King
IVA LU KING
Trustee



STATE OF UTAH)
(ss.
COUNTY OF DAVIS)

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On the 24 day of January, 1996, personally appeared before me H. ARTHUR JOHNSON and LINDA ROSS, who being by me duly sworn did say, each for himself and herself, that he, the said H. Arthur Johnson, 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 the City Council of Kaysville City and said H. Arthur Johnson 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.

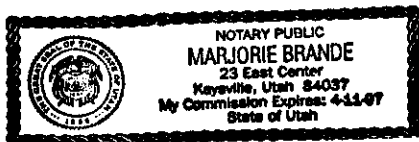


Marjorie Brande
NOTARY PUBLIC
Residing at: Kaysville, Utah
My Commission Expires: 4-11-97

(Seal)

STATE OF UTAH)
(ss.
COUNTY OF DAVIS)

On the 19 day of January, 1996, personally appeared before me RULON A. KING, Trustee, and IVA LU KING, Trustee, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Marjorie Brande
NOTARY PUBLIC
Residing at: Kaysville, Utah
My Commission Expires: 4-11-97

(SEAL)

K:King.Agr