

RETURNED

OCT 29 1996

96-293

E 1283504 B 2058 P 1578  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1996 OCT 29 10:31 AM FEE 18.00 DEP REC  
REC'D FOR NILSEN, HELGEIMPROVEMENT AGREEMENT  
AND  
GRANT OF LIENSE-14-37-14  
08-060-0030

This agreement is made and entered into by and between

Helge & Anne E. Nilsen

hereinafter referred to as "Applicant," and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as the "County."

This agreement is made and entered into by the plaintiff parties based on the following recitals:

A. Applicant is the owner of certain real property \_\_\_\_\_, which is a county road. The property is located at 1267 W. Burke Lane and is more particularly described in the attached Exhibit "A" to this agreement.

B. Section 2-2-3(4) of the *Davis County Development Code*, which code is now in effect in Davis County, requires the Applicant to install certain public roadway improvements to include curb, gutter, and sidewalk improvements as described in the *Davis County Subdivision Ordinance*, prior to the issuance of a building permit unless those improvements have previously been installed.

C. Those public roadway improvements are to be installed in the County owned public right-of-way and not on the Applicant's property.

Therefore, in consideration of the mutual conditions contained in this agreement, the parties hereto do hereby agree as

follows:

1. Agreement for Postponed Installation.

A. The parties agree that the Applicant may postpone compliance with the improvement provisions of Section 2-2-3(4) of the *Davis County Development Code* until such time as the County Commissioners shall, in their considered discretion, determine that the said improvements should be installed.

B. The Commission's decision shall take into consideration the general overall development of the area; however, it is expressly understood and agreed that the Commission may, at its discretion, order the required improvements to be made at any time.

2. Postponement of Installation.

A. Upon receipt of a written notice that the County Commission has made the determination that the above-described improvements are to be installed, the Applicant, or his successor in interest in the ownership of the above-described property, shall, within a reasonable time after receipt of the notice, install the said improvements at the Applicants own expense. In the alternative, at the option of the County, and in the event a special improvement district has been organized for the purpose of installing the said improvements, the Applicant shall pay Applicant's share of the costs of such improvements through the said special improvement district.

B. In the event the Applicant fails or refuses to install the said improvements within a reasonable time after

receipt of the notice of determination from the County, the County may cause the said improvements to be installed and the Applicant shall, within a reasonable amount of time, reimburse the County for all costs incurred by the County in installing the improvements. The lien described in Paragraph 5 of this agreement shall include the costs of installation incurred by the County.

3. Compliance with County Ordinances and Specifications.

A. The installation of said improvements shall be done in accordance with all applicable County Ordinances, codes, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation.

B. All work shall be subject to the inspection of the County Building Official or his agent; and any question as to conformity with County 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.

4. Grant of Lien.

A. Applicant hereby gives and grants a lien to County on the real property described on Exhibit "A" to insure compliance with this agreement by Applicant.

B. For the purpose of giving 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 improvements are completed or the County is reimbursed for the costs of installation as hereinabove provided. Thereafter, the lien shall

be discharged by the County.

C. Applicant shall pay the expenses of recording and discharging the said lien.

5. 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 parties have executed this agreement in duplicate, each of which shall be deemed an original, this 16 day of October, 1996.

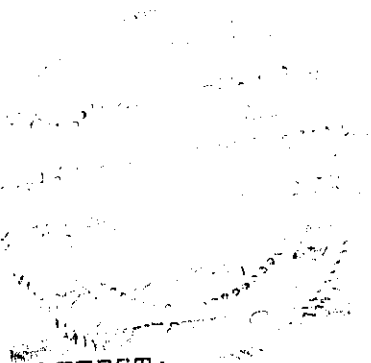
APPLICANT(S):

*Helge J. Isom*

*Anne E. Isom*

DAVIS COUNTY:

By *Gayle A. Stevenson*  
Gayle A. Stevenson, Chairman  
Board of County Commissioners



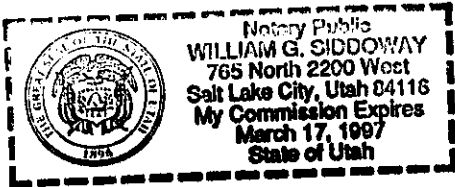
ATTEST:

*Margene Isom*  
Margene Isom  
Davis County Clerk/Auditor

STATE OF UTAH )  
 )  
COUNTY OF DAVIS )

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On this 3 day of OCT, 1996, personally appeared before me that he HELGE NILSEN  
executed the foregoing agreement.



*William G. Siddoway*  
NOTARY PUBLIC

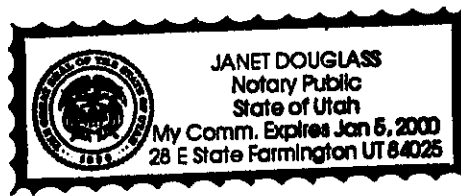
STATE OF UTAH )  
COUNTY OF DAVIS )

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On this 3 day of Oct., 1996, personally appeared before me Anne E. Nilsen who duly acknowledged to me that he executed the foregoing agreement.

Janet Douglass  
NOTARY PUBLIC

improve.frm



08:060:0030

BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89°41'35" E 213.32 FT FR THE NW COR OF LOT 12, BLK 27, BIG CREEK PLAT FARMINGTON TS; WH PT IS S 89°45'48" W 1369.01 FT ALG THE SEC LINE & N 0°20'03" W 1444.78 FT TO THE S LINE OF BURKE LANE & S 89°41'35" E 213.32 FT FR THE SE COR OF SEC 14-T3N-R1W SLM & RUN TH S 0°20'03" E 990.00 FT; TH S 89°41'35" E 213.33 FT; TH N 0°20'03" W 990.00 FT; TH N 89°41'35" W 213.33 FT TO THE POB. CONT. 4.85 ACRES.