

When recorded return to: Kaysville City Corporation  
23 East Center  
Kaysville, Utah 84037

Improvement Agreement  
and  
Grant of Lien

E 1368788 B 2217 P 1121  
JAMES ASHBAUER, DAVIS CNTY RECORDER  
1997 DEC 19 10:44 AM FEE 14.00 DEP JB  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

1 Avalon Lot

The undersigned, Avalon Properties, L.C., a Utah limited liability company, hereinafter referred to as Applicant and Kaysville City, a City of the State of Utah, hereinafter referred to as the City hereby mutually agree as follows:

1) Preliminary. Applicant is an owner of real property abutting on a City street located at 368 North Main, which property is described in Paragraph 2 hereof. There is now in force an ordinance known as the Kaysville City Subdivision Ordinance, which requires the installation of Utility service laterals (as set forth in said ordinance), to serve 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 subdivision plat.

2) Legal description. The above referred to real property is situated in Kaysville City, Davis County, Utah and more particularly described as follows:

All of Lot 1, Avalon Lot, Kaysville City, Davis County, Utah, more particularly described as follows:

Part of the Northwest Quarter of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian:  
Beginning on the Easterly Right-of-Way line of Main Street at a point which is North 46 degrees 25'00" West 703.50 feet and North 75 degrees 10'00" West 563.99 feet from the Southwest Corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75 degrees 10' 00" West 120.58 feet to the Southeasterly line of 300 West Street; thence North 14 degrees 12' 00" East 140.00 feet along said Southeasterly line; thence South 75 degrees 10'00" East 122.18 feet; thence South 14 degrees 50'00" West 139.99 feet to the point of beginning, encompassing an area of 16,992 square feet.

11-364-0001

3) Agreement for Postponed Installation. The parties agrees that the applicant may postpone compliance with certain improvement provisions of said Subdivision Ordinance until such time as a building permit is issued for this property.

4) Postponed Installation. Upon receipt of an issued building permit referred to in Paragraph 3 above, the Applicant or his successor in interest in the ownership of the above described property shall proceed to install the said improvements at his own expense.

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5) Compliance with City Ordinances and Specifications. It is agreed that the installation of said improvements 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 Building Official or his agent; and any questions to conformity with City specifications or standard or as to the technical sufficiency of the work shall be decided by the said Building Official, and his decisions shall be final.

6) Keith Romney, Jr. hereby gives and grants a lien to Kaysville City against the real property referred to in paragraph 2 until the installation of said improvements is completed. Thereafter the lien shall be discharged by the City. Applicant shall pay the expenses of recording and discharging the said lien.

7) 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 18th day of December, 1997.

Avalon Properties, L.C., a Utah  
limited liability company, Applicant  
by:

Keith Romney Jr.  
Keith Romney, Jr.  
Its managing member

Kaysville City

by:

H. Nathan Johnson  
its

Attest:

Dee LaStroy

State of Utah

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County of Davis

On the 18<sup>th</sup> day of December, 1997, personally appeared before me H. Arthur Johnson in his/her capacity as Mayor of Kaysville City, and said H. Arthur Johnson acknowledged that said document was signed on behalf of Kaysville City by authority.

Majorie Brande



State of Utah

County of Salt Lake

On the 18 day of December, 1997, personally appeared before me Keith Romney, Jr. the managing member of Avalon Properties, L.C., a Utah limited liability company the signer of the foregoing Agreement who duly acknowledged that said limited liability company executed the same.

Victoria J. Walker

