

IMPROVEMENT INSTALLATION AGREEMENT

08-029-0002

City: Kaysville City Corporation ("City")
23 E Center Street
Kaysville, Utah 84037

Owner: Chris S & Deborah H Degen ("Owner")
1581 South Sunset Drive
Kaysville, UT, 84037

E 3400156 B 7802 P 731-735
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/15/2021 12:19 PM
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DEP RT REC'D FOR KAYSVILLE CITY CO
RP

This Agreement between the City and Owner is entered in to this 8 day of July 2020.

WHEREAS, City has determined to install improvements on or along a public street and adjacent to Owner's property in accordance with and pursuant to the City's Public Street Improvement Policy (see Exhibit "A"); and

WHEREAS, City has the necessary required right-of-way (ROW) for the improvements; and

WHEREAS, City does not have an agreement with Owner, or Owner's property, for the future installation of said improvements; and

WHEREAS, City desires to install the improvements on or along a public street adjacent to Owner's property in a manner consistent with the City's Public Street Improvement Policy; and

WHEREAS, this Agreement is a legally binding document and constitutes an accurate understanding and complete agreement of the parties and each party has had the opportunity to seek competent legal advice related hereto.

NOW, THEREFORE, CITY AND OWNER AGREE AS FOLLOWS:

1. Installation: The City agrees to install all necessary improvements ("Improvements" as defined in Section 1 of the Kaysville City Public Street Improvement Policy) on a public street on, along and/or adjacent to Owner's real property located at approximately 1581 South Sunset Drive, Kaysville, Davis County, State of Utah. During this project in accordance with the Kaysville City Public Street Improvement Policy, the City will install the improvements and provide top soil and grading of the top soil to tie the improvements into Owner's existing yard or property and Owner will grant to City a temporary construction easement 20 feet in width along the entire length of Owner's property and adjacent to the City's existing ROW. This temporary easement will automatically expire upon the completion of all project improvements and completion of landscape restoration on Owner's property.

2. Costs and Considerations of Improvements: The City will bear 100% of the cost for installation of the improvements. The City will also bear the cost and responsibility of restoring Owner's impacted landscaping and other reasonable property impacts to "as good" condition as existed immediately prior to installation of said improvements. In consideration, Owner will grant the said temporary easement and allow City to install the improvements on or along a public street

adjacent to Owner's property and along the entire length of Owner's property in a manner consistent with the City's Public Street Improvement Policy and this Agreement.

3. **Attorney's Fees:** If either party fails to comply with the terms of this Agreement, said party shall pay all expenses of enforcing this Agreement, and/or any right arising out of the breach thereof, including reasonable attorney's fees.

4. **Breach of Contract:** If either party breaches any provision of this Agreement, the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take actions pursuant to this Agreement or pursue other legal remedies.

5. **Entire Agreement:** The terms of this Agreement constitute the entire agreement between the parties, and any modifications must be in writing and signed by both parties.

6. **Successors and Assigns:** This Agreement is binding upon all heirs, and any other current and subsequent holders or owners of interest in the subject property, and Owner/Seller shall provide the necessary disclosure of this Agreement to said parties.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement.

Kaysville City

By: 
Josh Belnap
Director
Public Works

STATE OF UTAH)
 : ss.
COUNTY OF Davis

On this 21 day of January, 2020, personally appeared before me Josh Belnap, who duly acknowledged to me that he is the Director of the Kaysville City Public Works Department, and that the document was signed by him on behalf of Kaysville City, and Josh Belnap acknowledged to me that said City executed the same.


NOTARY PUBLIC

Legal Description

All of Lot 2, Misty Meadows Subdivision, according to the official plat thereof on file at the office of the Davis County Recorder.

Tax ID # 08-029-0002