

3439232
BK 7896 PG 459

When recorded return to:
Farmington City
160 S. Main St.
Farmington, UT 84025

E 3439232 B 7896 P 459-464
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/01/2021 09:49 AM
FEE \$0.00 Pgs: 6
DEP RT REC'D FOR FARMINGTON CITY

AGREEMENT TO INSTALL RIGHT OF WAY IMPROVEMENTS

RETURNED
DEC 01 2021

To record against:

310 West Park Lane – Farmington, UT 84025

Davis County Parcel ID: 08-0⁵~~84~~-0107

Legal: BEG 22.04 CHAINS N & 4.90 CHAINS W FR SE COR SEC 13-T3N-R1W, SLM; TH W 6.125 CHAINS; TH N 4.50 CHAINS, E TO W LINE OF HWY #1, SE ALG SD W LINE OF HWY TO BEG. LESS TO BERR & FARMINGTON LESS TO STATE ROAD & TO DE JONG LESS & EXCEPTING: A PARCEL OF LAND IN SEC 13-T3N-R1W, SLM, DESC AS FOLLOWS: BEG AT THE SE COR OF GRANTORS ENTIRE TRACT, WH POB IS THE INTERSECTION OF THE N R/W LINE OF BURKE LANE & THE W/LY R/W LINE OF SR-106 (MAIN STR), SD POB ALSO BEING 463.34 FT N 89°59'51" W ALG THE S LINE OF SD SEC 13 & 1448.14 FT N FR THE SE COR OF SD SEC 13; & RUN TH N 89°24'38" W 14.53 FT ALG SD N R/W LINE OF SD BURKE LANE; TH N 32°24'16" E 21.12 FT TO SD W/LY R/W LINE OF SR-106; TH S 10°08'18" E 18.26 FT ALG SD W/LY R/W LINE OF SR-106 TO THE POB. CONT. 0.001 ACRES ALSO LESS & EXCEPTING THAT PPTY THAT WAS CONV IN QC DEED RECORDED 01/05/2016 AS E# 2913951 BK 6425 PG 700 DESC AS FOLLOWS: BEG AT A PT ON THE N LINE OF PARK LANE SD PT BEING S 00°16'50" E ALG THE SEC LINE 1215.41 FT & N 89°45'00" W 477.70 FT FR THE E 1/4 COR OF SEC 13-T3N-R1W, SLM; & RUN TH N 89°45'00" W 250.00 FT ALG THE N SIDE OF PARK LANE; TH N 00°16'50" W 22.00 FT; TH S 89°45'00" E 241.86 FT; TH N 36°12'35" E 27.09 FT TO THE W LINE OF MAIN STR; TH ALG SD W LINE THE FOLLOWING TWO (2) COURSES: S 16°17'56" E 21.37 FT; TH S 30°27'54" W 27.13 FT TO THE POB. CONT. 0.14 ACRES TOTAL ACREAGE 1.099 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)

Formerly part of parcel 08-054-0086 – This parcel was divided on 01/05/2016 to create 08-0⁵~~84~~-0107 and 08-054-0108.

Summary: The attached agreement has been entered into for the purpose of ensuring the participation of the property owner of 310 West Park Lane in the widening or expansion of Park Lane. Curb and gutter improvements in place as of the date of recording are temporary until such time as UDOT has determined the permanent right of way design. When this widening is ready to be pursued, improvements adjacent to 310 West Park Lane such as asphalt, curb and gutter are the responsibility of the owner of that property.



THIS AGREEMENT, made and executed this 15 day of December, 2015, by and between FARMINGTON CITY, a municipal corporation, hereinafter referred to as "City" and SLEA 526 LLC owner of Ascent Construction Office Building, hereinafter referred to as "owner."

In consideration of the mutual covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties 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 and sidewalk, asphalt extension, subgrade, road base, and applicable underground utilities abutting Park Lane and/or pertaining to the real property owned by Owner located at 675 North Main in Farmington City, Davis County, Utah, and more particularly described as follows:

**All of the parcel identified by the Davis County tax identification number 080540086
Farmington City, Davis County**

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 therefore 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 their 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 affect 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

See Attached
H. James Talbot, Mayor

OWNER

Shari K LLC
[Signature]
Manager

ATTEST:

See Attached
Holly Gadd, City Recorder

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.

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

FARMINGTON CITY


W. James Talbot, Mayor

OWNER

ATTEST:


Holly Gadd, City Recorder



OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 16 day of December, 20 15, personally appeared before me
Brad L. Knowlton, Manager, signer of the foregoing instrument who duly
acknowledged to me that he/they executed the same.

Chelsea Marie Dewey
Notary Public



Residing at: 1293w 570 N Clinton, UT

OWNER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20 _____, personally appeared before me
_____, signer of the foregoing instrument who duly
acknowledged to me that he/they executed the same.

Notary Public

Residing at: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 15 day of December, 2015, personally appeared before me
H. JAMES TALBOT and HOLLY GADD, who being by me duly sworn did say that they are the
Mayor and City Recorder, respectively, 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.



Notary Public



Residing at: DAVIS COUNTY